Life Connected.

AGENDA
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, MARCH 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:

A. Discussion regarding Kakalecick, et al. v. City of Celina.

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 Orange.

D. Discussion regarding Project Opal.

E. Discussion regarding Project Southland.

F. Discussion regarding an assignment of the Development, Incentive, and Facilities agreement with Trinity Celina, LLC.

G. Discussion regarding an economic development agreement for a business generally located at 300 N. Oklahoma Dr.

H. Discussion regarding an incentive application received for the property generally located at 201 W. Walnut St.

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

I. Discussion regarding Punk Carter Parkway Eminent Domain.

J. Discussion regarding Pecan Street Improvements Eminent Domain.

K. Discussion regarding 54" Glendenning Transmission Line Eminent Domain.

L. Discussion regarding Celina Economic Development Corporation owned property.

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).

M. Consider and act on a Resolution of the City Council of the City of Celina, Texas, finding that a public necessity exists and authorizing condemnation to acquire right of way of 0.881 acres, drainage easements totaling 0.811 acres and temporary construction grading easements totaling 0.210 acres for construction of public improvements, including but not limited to, construction and maintenance of roadway, drainage improvements, grading, such appurtenant facilities as may be necessary, and other public uses, on five real properties as portions of tracts of land generally described as being located in the T Cox Survey, Abstract A0309A, J. Ray survey, Abstract

A1104A, and A. Ray survey, Abstract A1106A, Denton County, Texas, Denton County property IDs #196341, 196342, 52590, 52656, and 52650; such properties generally located on the western end of the Punk Carter alignment connection to FM 428, and being more particularly described herein; providing notice of an official determination to acquire real property for construction and maintenance of roadway, drainage, grading, such appurtenant facilities as may be necessary, and other public uses; authorizing the City Manager to obtain the necessary appraisal reports and make bona fide offers of just compensation for the properties; ratifying prior documents made for acquisition of the properties; authorizing legal counsel to institute eminent domain proceedings on behalf of the City for the acquisition of the properties if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date.

N. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, finding that a public necessity exists and authorizing condemnation to acquire rights of way totaling 0.032 acres and temporary construction easements totaling 0.009 acres for construction of public improvements for W Pecan Street from N Arizona Drive to N Florida Drive, including but not limited to, construction and maintenance of roadway, drainage, grading, such appurtenant facilities as may be necessary, and other public uses, on two real properties as portions of tracts of land generally described as being located in the John Willock Survey, Abstract No. 1055, City of Celina, Collin County, Texas, and being a part of tract 24a and tract 24e of Perkins addition, an unrecorded plat, Collin CAD property IDs #982752 and #1586091; such properties generally located east from the corner of W Pecan Street and N Florida Drive, and being more particularly described herein; providing notice of an official determination to acquire real property for construction and maintenance of roadway, drainage, grading, such appurtenant facilities as may be necessary, and other public uses; authorizing the City Manager to obtain the necessary appraisal reports and make bona fide offers of just compensation for the properties; ratifying prior documents made for acquisition of the properties; authorizing legal counsel to institute eminent domain proceedings on behalf of the City for the acquisition of the properties if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date.

O. Consider and act on a Resolution of the City Council of the City of Celina, Texas, finding that a public necessity exists and authorizing condemnation to acquire a waterline easement of 0.974 acres and a temporary construction easement of 1.634 acres for construction of a transmission waterline from FM 428 to Southeast Pump Station, including but not limited to, construction and maintenance of the waterline, such appurtenant facilities as may be necessary, and other public uses, on real properties as portions of a tract of land generally described as being located in the B B B & C RY Co. Survey, Abstract A0132, Tract 14, and being a part of Collin CAD Property ID #2952170, City of Celina, Collin County, Texas; such properties generally located on the northwest side of W Glendenning Parkway and South Preston Road, and being more particularly described herein; providing notice of an official determination to acquire real property for construction and maintenance of a waterline, such appurtenant facilities as may be necessary, and other public uses; authorizing the city manager to obtain the necessary appraisal reports and make bona fide offers of just compensation for the properties; ratifying prior documents made for acquisition of the properties; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the properties if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date.

P. Consider and act to approve an Economic Development and Performance Agreement with Vision and Structure, LLC.

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:

A. Celina High School Cheerleading Team Proclamation. (Tubbs)

B. Celina High School Swimmers Grace Waldschmidt and Reagan Hix Proclamation. (Tubbs)

C. Recognition of the 2025 Supervisor of the Year and Employee of the Year. (Gartner)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding the final concept for the digital mural in the Downtown Center. (Kearney)

B. Recap of the 2026 Celina Economic Development Corporation and City Council Joint Meeting. (Satarino)

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 — Work Session — February 4, 2026, 5:00 p.m.
2) City Council — Joint Meeting with EDC — February 9, 2026, 4:00 p.m.
3) City Council — Regular Meeting — February 10, 2026, 5:00 p.m.

B. Consider and act to award RFP 2026-016 for Fiber Installation, Phase 4, for the construction of a fiber path between the Downtown Wastewater Treatment Plant and Legacy Hills Wastewater Treatment Plant to R-Tel Construction, LTD. in the amount of $704,762.67 plus ten percent contingency in the amount of $70,476.27 for a total amount not to exceed $775,238.94. (Alexander)

C. Consider and act to authorize Amendment 4 to add the Guaranteed Maximum Price (GMP) for the construction of underground utilities along Walnut Street from Arizona Drive to Colorado Drive through the Construction Manager At Risk, Swinerton, in an amount not to exceed $289,387.00. (Brawner)

D. Consider and act to authorize the City Manager to execute a facility agreement on behalf of the City with St. Philip Church. (Brawner)

E. Consider and act to award Bid #2025-063 to My Unique Office for the library shelving and specialty furniture in the new Public Library in an amount not to exceed $590,190.01. (Brawner)

F. Consider and act to authorize and ratify Amendment 4, Parkhill Smith Cooper's Design Services MSA for the Park Administration fire lane and utility construction plans in the amount not to exceed $93,220.00. (Brawner)

G. Consider and act upon an Ordinance amending the Code of Ordinances, Chapter 12, Traffic and Vehicles, Article 12:03, Section 12:03:051 speed limits to add new school zones for Celina ISD and Prosper ISD. (Brawner)

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

I. 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)

J. Consider and act upon approval of an Interlocal Cooperation Agreement between the City of Celina, the City of Anna, the City of Melissa, and the City of Princeton for mutual law enforcement assistance. (Cullison)

K. Consider and act upon an Ordinance amending the Code Ordinance, Chapter 1, General Provisions, Article 1.11, Section 1.11.035 to make rules applicable to electric bicycles and add Section 1.11.041 Bicycles and Electric Bicycle Riding and Skating in Parks and on Bike Trails. (Cullison)

L. Consider and act to approve a Work Authorization with B-Weiss Entertainment Group, LLC., for event infrastructure at Celina Cajun Fest in an amount not to exceed $282,868.50. (Monaco)

M. Consider and act to approve a policy on City Council Proclamations. (Monaco)

N. Consider and act to authorize the purchase of an Automated Material Handling system from Bibliotheca through a cooperative contract in the amount not to exceed $134,025.79 for the Downtown Center. (Ortiz)

O. Consider and act to approve the purchase of six (6) Self-Check kiosks and people counters for the Downtown Center from Bibliotheca through a BuyBoard contract with the State of Texas, for an amount not to exceed $113,643.27. (Ortiz)

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 Office/Medical Office use on approximately one (1) acre; generally located at the northwest corner of Colorado Street and Oak Street, within the Downtown Code – Verandas District, within the City limits. (Mohan)

B. Conduct a Public Hearing to consider and act upon a request for a Development Agreement on approximately nine (9) acres of land; generally located along Choate Parkway and approximately 1,700 feet east of Coit Road, within both the City limits and the Extraterritorial Jurisdiction (ETJ), for Creekway Shops. (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 testimony and act upon an Ordinance accepting and approving a Service And Assessment Plan and an Improvement Area #2 Assessment Roll – Phase #3 for the Cross Creek Meadows Public Improvement District; making a finding of special benefit to the property in Phase #3 within Improvement Area #2 of the District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended; and providing penalties and interest on delinquent assessments. (Bromiley)

F. Conduct a Public Hearing to consider testimony and act upon an Ordinance accepting and approving a Service And Assessment Plan and an Improvement Area #2 Assessment Roll – Phase #4 for the Cross Creek Meadows Public Improvement District; making a finding of special benefit to the property in Phase #4 within Improvement Area #2 of the District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended; and providing penalties and interest on delinquent assessments. (Bromiley)

IX. ACTION ITEM:

A. Consider and act upon an Ordinance approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public

Improvement District Improvement Area #2 Project); and approving and authorizing related agreements. (Bromiley)

B. Consider and act upon an Ordinance approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project); approving a Service and Assessment Plan and updated Improvement Area #1 Assessment Roll; and approving and authorizing related agreements. (Bromiley)

C. Consider and act on acceptance of the Fiscal Year 2025 Audit, the Annual Comprehensive Financial Report (ACFR), the Annual Single Audit Report, and presentation by Forvis Mazar, LLP. (Bromiley)

D. Consider and act to approve a Resolution adopting the 2026-2030 Five-year Capital Improvements Program. (Brawner, Stovall)

E. Discussion and consideration of all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation and declaring expectation to reimburse expenditures with proceeds of future debt, including the adoption of a Resolution pertaining thereto. (Stovall)

F. Consider and act to award Bid 2026-022 for the construction of Celina Road Well, to Dake Construction (The GenCon Group, Inc.) in the amount of $5,986,170.00, plus a ten percent (10%) contingency in the amount of $598,617.00 for a total amount not to exceed $6,584,787.00. (Brawner)

G. Consider and act to award Bid 2026-020 for the Dallas Parkway Intersection Improvements project to Mario Sinacola & Sons Excavating, Inc., in the amount of $3,171,201.78, plus a ten (10) percent contingency of $317,120.18 for a total amount not to exceed $3,488,321.96. (Brawner)

H. Consider and act to award Bid 2026-005 for the Improvements to Glendenning Rail Road Crossing and paving on Glendenning Parkway between Preston Road and FM428 to GRod Construction, LLC, in the amount of $1,165,420.50 plus a ten percent (10%) contingency in the amount of $116,542.05 for a total amount not to exceed $1,281,962.55. (Brawner)

I. Consider and act to award Bid 2026-015 for the reconstruction of Hillside Drive to Vlex Construction, LLC, in the amount of $759,860.00 plus a ten percent (10%) contingency in the amount of $75,986.00 for a total amount not to exceed $835,846.00. (Brawner)

J. Consider and act to award CSP 2026-018 for the construction of the Ousley Park Stream Restoration and Trail project to RoeschCo Construction, LLC., in the amount of $11,924,937.70 plus a ten (10) percent contingency of $1,192,493.77 for a total amount not to exceed $13,117,431.47. (Brawner)

K. Consider and act to award Bid 2026-017 for Coit Road Asphalt Replacement to JLC Excavation, LLC, in the amount of $1,840,206.74 plus a ten (10) percent contingency in the amount of $184,020.67 for a total amount not to exceed $2,024,227.41. (Brawner)

L. Consider and act to award Bid 2026-021 for the reconstruction of Oklahoma Drive from E. Pecan Street to E. Malone Street to SYB Construction, in the amount of $2,295,687.76 plus a ten percent (10%) contingency in the amount of $229,568.77 for a total amount not to exceed $2,525,256.53. (Brawner)

M. Consider and act to award Bid #2026-002 for architectural, landscape architecture, and engineering services to Parkhill, Smith, & Cooper, Inc., for Ousley Park and S. Arkansas Street improvements in the amount of $2,947,500.00. (Walsh)

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

X. ADJOURNMENT:

City of Celina, TX Taxpayer Impact Statement

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

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

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

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

Estimated Annual Tax Bill Comparison

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

Calculations

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

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

"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.

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: March 10, 2026

Agenda Item:
Discussion regarding the final concept for the digital mural in the Downtown Center. (Kearney)

Background Information:
City Council approved John Bramblett as the artist for the digital mural for the Downtown Center on February 10, 2026. The artist has coordinated with staff and the Arts and Culture Board subcommittee for the project to receive feedback and input on the concept. The original sketch has been developed into a preliminary painting based on the input and feedback.

The preliminary painting will be presented to the Arts and Culture Board on March 3, 2026 for additional input. The purpose of this item is to receive any final feedback from City Council. After this meeting, the artist will paint the final mural.

An image of the preliminary painting will be provided at the City Council Meeting to allow the artist maximum time to work. This project is operating on a tight timeline.

City Council will consider approval of the final painting on April 14, 2026.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
N/A



CITY COUNCIL MEETING

Digital Mural Feedback

March 10, 2026

Roadmap

Artist Approval

February 10

- Consider artist approval
- Council required to approve all artists

Concept Development

Feb 11-27

- Collect feedback and input from stakeholders
- Artist refines and develops concept

Final Concept

March 3 & 10

- Present final concept to Arts & Culture Board
- Present final concept to City Council

Painting

March 11 - April 3

- Artist paints final artwork

Artwork Approval

April 7 & 14

- Arts & Culture Board considers approval of final artwork
- City Council considers approval of final artwork
- Artist digitizes painting

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

Final Concept

Image will be provided at City Council Meeting

Final Feedback and Input

Image will be provided at City Council Meeting

- What does City Council like?
- What would City Council change?
- What is missing?
- Is there a particular story that City Council would like communicated?
- Is there specific imagery that City Council would like included?

Next Steps



- Artist paints final artwork

- Arts & Culture Board considers approval of final artwork
- City Council considers approval of final artwork
- Artist digitizes painting

- Swinerton to install acoustic panels with image



Questions?

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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: March 10, 2026

Agenda Item:
Recap of the 2026 Celina Economic Development Corporation and City Council Joint Meeting. (Satarino)

Background Information:

This item is a recap of the February 9, 2026, Joint Meeting between the Celina Economic Development Corporation (EDC) Board and the City Council. The workshop, moderated by Rich Allen, built on the strategic alignment established during the 2025 joint meeting and focused on two priority areas within the EDC Strategic Framework: downtown economic development and the feasibility of targeted industry sectors. The first portion of the session examined the economic role of Downtown Celina, using case studies from communities such as Grapevine and McKinney to illustrate how downtown districts can function as economic drivers. Participants discussed what it means for downtown to be a "top priority," reviewed indicators such as visitation patterns, sales tax trends, vacancy levels, and lease rates, and completed facilitated exercises to help define desired outcomes and success measures for Downtown.

The second portion of the workshop focused on the feasibility of the target industry sectors identified in the Strategic Framework, shifting the discussion from broad sector identification to practical considerations such as site suitability, infrastructure needs, and development timing. Particular attention was given to corridor planning related to the future extension of the Dallas North Tollway, which is expected to influence development patterns in Celina when the extension opens in 2027. Based on the feedback, staff will be advancing two initiatives: the development of a Downtown economic strategy and a target industry and corridor feasibility analysis.

Legal Review:
N/A

Supporting Documents:

1. Staff Presentation

Financial Consideration:

N/A

Staff Recommendation:

N/A

CELINA ECONOMIC DEVELOPMENT

The Texas you were promised.

CEDC & City Council Joint Meeting Recap

Joint Meeting: Purpose

- Workshop format with exercises and discussion
- Focus areas:
  - Downtown direction
  - Target industries and corridor planning
- Objective: capture direction for next steps

Downtown Discussion: What we heard

Downtown Priority

- Strong support for Downtown as top economic priority

Economic Role

- Downtown should support:
  - Local businesses
  - Community activity
  - Destination experiences

Challenges Identified

- Foot traffic trends
- Rising rents/development pressure
- Need for clear coordination

Target Industries and Corridor Planning

- Target sectors were adopted in the Strategic Framework
- Next phases focuses on feasibility
- Questions to answer:
  - Where industries fit?
  - What infrastructure they require?
  - When are they realistic?

Why corridor planning matters now

- Dallas North Tollway (DNT) opening expected in 2027
- Corridor development pressure increasing
- Infrastructure timing will shape outcomes

Next Steps

Downtown Economic Strategy

- Define Downtown role and outcomes
- Align current programs (CIP, Main Street, Branding, Master Plan)
- Develop implementation framework

Target Industry and Corridor Feasibility

- Market demand validation
- Corridor fit analysis
- Infrastructure considerations

Future Council Touchpoints

- Downtown economic strategy framework
- Corridor feasibility findings
- Alignment with future infrastructure decisions
- Implementation options and tools

CELINA
ECONOMIC
DEVELOPMENT



Questions?

MINUTES
CITY COUNCIL WORK SESSION MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
WEDNESDAY, FEBRUARY 4, 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 - remote	
Council Member Mindy Koehne	

II. EXECUTIVE SESSION:

No items were discussed in Executive Session.

III. OPEN FORUM:

No one wished to speak during Open Forum.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion of 2026 - 2030 Capital Improvement Program. (Brawner)

V. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 6:22 PM.

Approved on the 10th day of March 2026.

_____
Ryan Tubbs, Mayor

_____
Ashley Owens, City Secretary

MINUTES
CITY COUNCIL JOINT MEETING WITH
ECONOMIC DEVELOPMENT CORPORATION BOARD
CELINA POLICE DEPARTMENT COMMUNITY ROOM
3025 S. COIT ROAD
MONDAY, FEBRUARY 9, 2026
4:00 PM

Life Connected.

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the meeting to order at 4:00 PM.

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

Council Members Absent:
Council Member Mindy Koehne

EDC Members Present:
President Clint Bissett
Vice President Andrew Donaldson
Secretary Cindy Peters
Board Member Cody Hunter
Board Member Rocky Hussman
Board Member Ryan Wilcox
Board Member Shane Lambert

EDC Members Absent:
None

II. OPEN FORUM:

No one wished to speak during Open Forum.

III. WORK SESSION:

A. Facilitator Introduction
B. State of Celina: Growth & Market Reality
C. Downtown Strategy
D. Target Business Sectors

IV. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 6:22 PM.

Approved on the 10th day of March 2026.

Ryan Tubbs, Mayor

Ashley Owens, City Secretary

MINUTES
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:

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 Father Drew Crowson gave the 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 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).

The City Council closed Executive Session and reconvened into Open Session at 5:57 PM.

F. Consider and take action regarding cybersecurity.

MOTION: Mayor Pro Tem Cawlfield motioned to ratify a renewal contract with Solid Border, Inc., for cybersecurity services, for an amount not to exceed $256.865.49, seconded by Council Member Hopkins. The motion carried 7-0.

Moved to Item V. A.

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

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

Mayor Tubbs recessed the meeting at 6:25 PM.
Mayor Tubbs reconvened the meeting at 6:30 PM.

B. Celina High School Band Proclamation. (Tubbs)

Moved to IV. A

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

Moved to IV. B

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

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

Mayor Tubbs recessed the meeting at 6:06 PM.
Mayor Tubbs reconvened the meeting at 6:09 PM.

Moved to IV. C

VI. OPEN FORUM:

Mayor Tubbs called on those who signed up to speak:
1) Christopher Brookshire spoke regarding Oncor tree trimming.

VII. CONSENT AGENDA:

MOTION: Council Member Wigginton 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 - 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)

Ordinance No. 2026-006

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

Resolution No. 2026-003R

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

Resolution No. 2026-004R

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)

Resolution No. 2026-005R

A. Consider and act to accept the resignation of Amy Ludwyck from the Special Events Advisory Committee. (Owens)Consider and act upon a Resolution appointing members to fill vacancies on the Library Board and the Special Events Advisory Committee. (Owens)

Resolution No. 2026-006R

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)

Mayor Tubbs opened the Public Hearing at 6:36 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 6:36 PM.

MOTION: Council Member Hopkins motioned to approve Ordinance No. 2026-007, seconded by Council Member Ferguson. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 6:40 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 6:44 PM.

MOTION: Council Member Ferguson motioned to approve Ordinance No. 2026-008, seconded by Deputy Mayor Pro Tem Grumbles. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 6:45 PM.
No one wished to speak.

MOTION: Mayor Tubbs motioned to table the item to the March 10, 2026, meeting, and continue the Public Hearing, seconded by Council Member Hopkins. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 6:47 PM.
No one wished to speak.

MOTION: Mayor Tubbs motioned to table the item to the March 10, 2026, meeting, and continue the Public Hearing, seconded by Council Member Wigginton. The motion carried 7-0.

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)

Mayor Tubbs opened the Public Hearing at 6:50 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 6:50 PM.

MOTION: Deputy Mayor Pro Tem Grumbles motioned to approve Ordinance No. 2026-009, seconded by Council Member Hopkins. The motion carried 7-0.

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)

MOTION: Council Member Hopkins motioned to approve Resolution No. 2026-007R, seconded by Council Member Wigginton. The motion carried 7-0.

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)

MOTION: Council Member Wigginton motioned to approve Resolution No. 2026-008R, seconded by Council Member Ferguson. The motion carried 7-0.

X. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 7:02 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: March 10, 2026

Agenda Item:
Consider and act to award RFP 2026-016 for Fiber Installation, Phase 4, for the construction of a fiber path between the Downtown Wastewater Treatment Plant and Legacy Hills Wastewater Treatment Plant to R-Tel Construction, LTD. in the amount of $704,762.67 plus ten percent contingency in the amount of $70,476.27 for a total amount not to exceed $775,238.94. (Alexander)

Background Information:
Fiber Phase 4 is the fourth phase of the City's 2022 Fiber Optic Comprehensive Plan. This phase will connect multiple key sites throughout the City that are integral to day-to-day operations and support critical utility infrastructure (water and wastewater), public safety, and other essential City facilities. The project will construct additional fiber paths, expanding the City's fiber infrastructure.

On February 12, 2026, the City received responses to RFP #2026-016 for the construction of a fiber path between the Downtown Wastewater Treatment Plant and Legacy Hills Wastewater Treatment Plant. The scope of work includes connecting multiple locations, including Legacy Hills Wastewater Treatment Plant, Legacy Hills Lift Station, Willock Hills Lift Station, Downtown Center, Parks Administration, Southeast Pump Station, Shawnee Trail East and West Lift Stations, and Morgan Lakes EST.

This City utilized its master service agreement with Capco Communications, Inc. for professional services for the design of the path, with the work authorization being previously approved by City Council on March 11, 2025.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:

1. Staff Presentation
2. Agreement
3. Agenda Recap
4. Scoring Summary
5. Bid Tabulation
6. Form 1295 Certificate

Financial Consideration:

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

Staff Recommendation:

Staff recommends awarding the RFP as presented.



Fiber Phase 4 (Construction)

Amy Alexander

Director of Information Technology



Fiber Phase 4

Award RFP 2026-016 to construct Phase 4 of the Fiber Optic Comprehensive Plan

Contract: RTEL Construction
$775,238.94
including 10% contingency

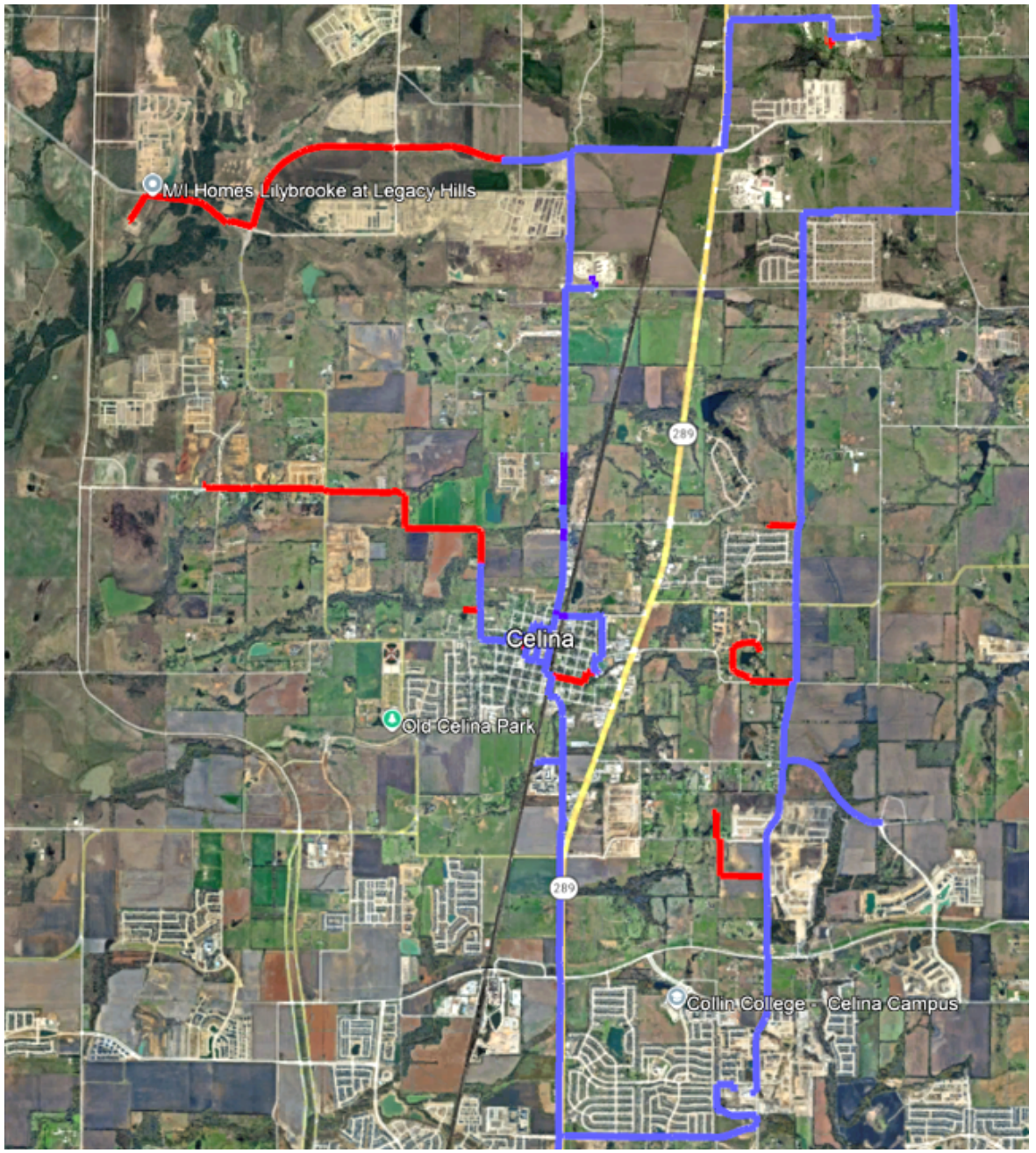
Facilities to be connected in Phase 4

- Legacy Hills WWTP
- Legacy Hills Lift Station
- Willock Hills Lift Station
- Shawnee Trail East and West Lift Stations
- Downtown Center
- Parks Administration
- Southeast Pump Station
- Morgan Lakes EST

Fiber Phase 4

PHASE 0-3 (COMPLETE)

PHASE 4 (PROPOSED)





Thank You!

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 **R-TEL Construction LTD** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby 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
Fiber Installation Phase 4
BID 2026-016
PROJECT # IT10

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 construction project includes:

The City of Celina (City), is seeking proposals from qualified firms for the Construction of a fiber path between the Downtown WWTP and Legacy Hills WWTP. This path will connect multiple locations including Legacy Hills WWTP, Legacy Hills Lift Station, Willock Hills Lift Station, Downtown Center, Parks Administration, Southeast Pump Station, Shawnee Trail East and West Lift Stations, Morgan Lakes EST, and Public Works Administration.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **CAPCO** 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 **271** calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within ***321*** calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER ***$1000*** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER ***$1000*** 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: **$704,762.67**

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

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

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

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

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

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

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

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Specifications
7. Drawings;
8. All Addenda;
9. Exhibits to this Agreement:

a. CONTRACTOR'S Bid Response;

b. CONTRACTOR'S Insurance

c. Documentation submitted by CONTRACTOR prior to Notice of Award

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

a. Written Amendments;

b. Work Change Directives;

c. Change Order(s).

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

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

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

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

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

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

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

EXECUTED in single or multiple originals, effective when signed by both parties.

CITY OF CELINA, TEXAS

City Manager, Robert Ranc

CONTRACTOR

Russell Saye
Russell Saye (Feb 20, 2026 09:12:00 CST)
Signature

Russell Saye
Printed Name & Title

Address for giving notices:

City of Celina
142 N. Ohio
Celina, TX 75009
Attn: Contracts
469-813-4194
Purchasing@celina-tx.gov

Address for giving notices:

R-Tel Construction
PO Box 509
Aubrey, TX 76227
940-368-4099
Dusty@rtelconstruction.com

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CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2026-016
SOLICITATION NAME: FIBER INSTALLATION – PHASE 4
PROJECT #: IT10

Bid Opening Date	February 12, 2026	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	228
Number of Submissions:	6
Number of Non-Responsive Bids:	1
Number of Responsive Bids:	5
Number of No Bids	4
Did any vendor apply for Local Preference? (Y/N)	No

Review/Evaluation:
An initial review was completed by Purchasing to determine the responsiveness of each bidder.

Six submittals were received. Upon review, Grady Crawford Construction Co, Inc. was deemed non-responsive. The other five submittals were deemed responsive and sent to the evaluation team for further review.

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

Recommended Vendor(s):	R-Tel Construction, LTD
Contract Term:	321 calendar days

Benjamin Sutton	02/23/2026
Submitted By	Date

Supplier Scoring Summary

2026-016 - Fiber Installation Phase 4 - Scoring Round

Supplier	Rank	Score	Bid Evaluation	Cost - Formula based	Overall Ability to Meet The City's Objectives	Qualifications of Project Personnel	Past Experience with the City	Experience of the Firm	Project 1	Project 2	Project 3	Project 4	Project 5
		100		40.00	20.00	10.00	5.00		5.00	5.00	5.00	5.00	5.00
R-Tel Construction, LTD	1	**89.00**		40.00	18.00	8.00	5.00		5.00	4.00	1.00	4.00	4.00
Future Infrastructure a Primor	2	**75.33**		31.33	15.00	10.00	0.00		3.00	4.00	4.00	4.00	4.00
RCR Telecon LLC	3	**72.51**		38.51	15.00	7.00	0.00		0.00	3.00	3.00	3.00	3.00
TDC2, LLC	4	**72.45**		31.45	15.00	5.00	1.00		4.00	4.00	4.00	4.00	4.00
Utilities One Inc	5	**69.66**		32.66	17.00	5.00	0.00		3.00	3.00	3.00	3.00	3.00
		75.79		**34.79**	**16.00**	**7.00**	**1.20**		**3.00**	**3.60**	**3.00**	**3.60**	**3.60**

Bid Tabulation
2026-016
Fiber Installation - Phase 4

				R-Tel Construction, LTD		RCR Telecon LLC		Grady Crawford Construction Co, Inc.		Utilities One Inc		TDC2, LLC		Future Infrastructure a Primoris Company	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	**Base Bid - Underground Bid Items**														
1.1	Temporary Traffic Control	1	LS	$ 1,000.00	$ 1,000.00	$ 17,725.00	$ 17,725.00	$ 1,800.00	$ 1,800.00	$ 36,960.00	$ 36,960.00	$ 200.00	$ 200.00	$ 4,500.00	$ 4,500.00
1.2	Police Managed TC per DAY	1	EA	$ 650.00	$ 650.00	$ 1,295.00	$ 1,295.00	$ 650.00	$ 650.00	$ 1,429.12	$ 1,429.12	$ 650.00	$ 650.00	$ 1,000.00	$ 1,000.00
1.3	Proof Duct	7316	LF	$ 1.07	$ 7,828.12	$ 1.00	$ 7,316.00	$ 1.35	$ 9,876.60	$ 1.75	$ 12,803.00	$ 5.00	$ 36,580.00	$ 1.25	$ 9,145.00
1.4	Proof Existing Ground box	25	EA	$ 50.00	$ 1,250.00	$ 70.00	$ 1,750.00	$ 175.00	$ 4,375.00	$ 55.00	$ 1,375.00	$ 500.00	$ 12,500.00	$ 90.00	$ 2,250.00
1.5	24x36x36 Handhole (Ground box)	46	EA	$ 1,471.25	$ 67,677.50	$ 960.00	$ 44,160.00	$ 1,175.00	$ 54,050.00	$ 1,060.00	$ 48,760.00	$ 1,400.00	$ 64,400.00	$ 1,380.00	$ 63,480.00
1.6	Horizontal Directional Bore	23877	LF	$ 16.03	$ 382,748.31	$ 14.00	$ 334,278.00	$ 21.50	$ 513,355.50	$ 20.75	$ 495,447.75	$ 22.00	$ 525,294.00	$ 21.25	$ 507,386.25
1.7	Open Cut	16	LF	$ 19.90	$ 318.40	$ 179.00	$ 2,864.00	$ 26.00	$ 416.00	$ 3.42	$ 54.72	$ 28.00	$ 448.00	$ 65.00	$ 1,040.00
1.8	Ground Rod	46	EA	$ 46.90	$ 2,157.40	$ 103.00	$ 4,738.00	$ 80.00	$ 3,680.00	$ 25.25	$ 1,161.50	$ 45.00	$ 2,070.00	$ 35.00	$ 1,610.00
1.9	Fiber Markers for UG	46	EA	$ 45.00	$ 2,070.00	$ 37.00	$ 1,702.00	$ 75.00	$ 3,450.00	$ 65.66	$ 3,020.36	$ 75.00	$ 3,450.00	$ 17.38	$ 799.48
1.10	R&R Barrier Free Ramp	100	SF	$ 40.01	$ 4,001.00	$ 95.00	$ 9,500.00	$ 32.00	$ 3,200.00	$ 56.00	$ 5,600.00	$ 65.00	$ 6,500.00	$ 195.00	$ 19,500.00
1.11	Street Pavement Potholing	10	EA	$ 250.00	$ 2,500.00	$ 316.00	$ 3,160.00	$ 65.00	$ 650.00	$ 430.00	$ 4,300.00	$ 150.00	$ 1,500.00	$ 425.00	$ 4,250.00
1.12	R&R Asphalt Paving	100	SF	$ 27.03	$ 2,703.00	$ 74.50	$ 7,450.00	$ 22.00	$ 2,200.00	$ 30.20	$ 3,020.00	$ 35.00	$ 3,500.00	$ 27.00	$ 2,700.00
1.13	Close Out	1	LS	$ 3,086.88	$ 3,086.88	$ 790.00	$ 790.00	$ 2,000.00	$ 2,000.00	$ 500.00	$ 500.00	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00
	Subtotal				**$ 477,990.61**		**$ 436,728.00**		**$ 599,703.10**		**$ 614,431.45**		**$ 659,092.00**		**$ 620,160.73**
2	**Base Bid - Aerial Bid Items**														
2.1	Temporary Traffic Control	1	LS	$ 1,000.00	$ 1,000.00	$ 8,000.00	$ 8,000.00	$ 1,800.00	$ 1,800.00	$ 9,240.00	$ 9,240.00	$ 550.00	$ 550.00	$ 4,500.00	$ 4,500.00
2.2	Police Managed TC (per DAY)	5	EA	$ 650.00	$ 3,250.00	$ 1,297.00	$ 6,485.00	$ 650.00	$ 3,250.00	$ 1,429.12	$ 7,145.60	$ 650.00	$ 3,250.00	$ 1,000.00	$ 5,000.00
2.3	Manage / Test 48 fc on reel	1	EA	$ 350.00	$ 350.00	$ 500.00	$ 500.00	$ 628.00	$ 628.00	$ 960.00	$ 960.00	$ 350.00	$ 350.00	$ 500.00	$ 500.00
2.4	Manage / Test 288 fc on reel	10	EA	$ 1,500.00	$ 15,000.00	$ 2,880.00	$ 28,800.00	$ 2,500.00	$ 25,000.00	$ 4,320.00	$ 43,200.00	$ 1,200.00	$ 12,000.00	$ 900.00	$ 9,000.00
2.5	Hang/Lash cable to strand	14399	LF	$ 1.60	$ 23,038.40	$ 1.70	$ 24,478.30	$ 1.45	$ 20,878.55	$ 1.40	$ 20,158.60	$ 3.00	$ 43,197.00	$ 2.35	$ 33,837.65
2.6	Slack in Sno Shoes	9	EA	$ 185.72	$ 1,671.48	$ 98.00	$ 882.00	$ 125.00	$ 1,125.00	$ 80.00	$ 720.00	$ 220.00	$ 1,980.00	$ 261.25	$ 2,351.25
2.7	Hang Splice enclosure w/slack	5	EA	$ 218.58	$ 1,092.90	$ 107.00	$ 535.00	$ 155.00	$ 775.00	$ 250.00	$ 1,250.00	$ 220.00	$ 1,100.00	$ 368.13	$ 1,840.65
2.8	Riser, Guard & Boot	12	EA	$ 168.40	$ 2,020.80	$ 50.00	$ 600.00	$ 125.00	$ 1,500.00	$ 50.86	$ 610.32	$ 275.00	$ 3,300.00	$ 549.96	$ 6,599.52
2.9	New Build Messenger Strand	14399	LF	$ 1.90	$ 27,358.10	$ 1.60	$ 23,038.40	$ 1.02	$ 14,686.98	$ 2.10	$ 30,237.90	$ 1.85	$ 26,638.15	$ 2.60	$ 37,437.40
2.10	Pull Fiber cable in duct	31209	LF	$ 1.18	$ 36,826.62	$ 1.50	$ 46,813.50	$ 1.65	$ 51,494.85	$ 1.40	$ 43,692.60	$ 0.75	$ 23,406.75	$ 1.32	$ 41,195.88
2.11	Aerial Fiber Markers	50	EA	$ 3.49	$ 174.50	$ 16.00	$ 800.00	$ 18.50	$ 925.00	$ 20.00	$ 1,000.00	$ 12.00	$ 600.00	$ 2.63	$ 131.50
2.12	Coil Slack in handhole	46	EA	$ 30.00	$ 1,380.00	$ 100.00	$ 4,600.00	$ 50.00	$ 2,300.00	$ 35.00	$ 1,610.00	$ 100.00	$ 4,600.00	$ 35.00	$ 1,610.00
2.13	Tree Trimming	1	LS	$ 1,000.00	$ 1,000.00	$ 1,296.00	$ 1,296.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 500.00	$ 500.00	$ 1,200.00	$ 1,200.00
2.14	Install Guy	16	EA	$ 50.26	$ 804.16	$ 111.00	$ 1,776.00	$ 40.00	$ 640.00	$ 161.00	$ 2,576.00	$ 125.00	$ 2,000.00	$ 15.00	$ 240.00
2.15	Install Guy Guards	16	EA	$ 16.17	$ 258.72	$ 89.50	$ 1,432.00	$ 35.00	$ 560.00	$ 15.75	$ 252.00	$ 15.00	$ 240.00	$ 10.00	$ 160.00
2.16	Bond Strand	50	EA	$ 8.98	$ 449.00	$ 90.00	$ 4,500.00	$ 10.00	$ 500.00	$ 22.00	$ 1,100.00	$ 5.00	$ 250.00	$ 11.82	$ 591.00
2.17	Screw Anchor	16	EA	$ 200.90	$ 3,214.40	$ 199.00	$ 3,184.00	$ 145.00	$ 2,320.00	$ 110.00	$ 1,760.00	$ 125.00	$ 2,000.00	$ 286.75	$ 4,588.00
2.18	CCH-01U Fiber Drawer	11	EA	$ 468.20	$ 5,150.20	$ 605.00	$ 6,655.00	$ 724.00	$ 7,964.00	$ 775.00	$ 8,525.00	$ 702.00	$ 7,722.00	$ 564.33	$ 6,207.63
2.19	CCH-04U Fiber Drawer	2	EA	$ 676.19	$ 1,352.38	$ 851.00	$ 1,702.00	$ 1,060.00	$ 2,120.00	$ 1,395.00	$ 2,790.00	$ 975.00	$ 1,950.00	$ 730.72	$ 1,461.44
2.20	CCH Splice Cassettes	30	EA	$ 542.75	$ 16,282.50	$ 994.00	$ 29,820.00	$ 776.50	$ 23,295.00	$ 185.00	$ 5,550.00	$ 760.00	$ 22,800.00	$ 935.31	$ 28,059.30
2.21	Prep Cable for Splicing	47	EA	$ 20.00	$ 940.00	$ 128.00	$ 6,016.00	$ 200.00	$ 9,400.00	$ 60.00	$ 2,820.00	$ 5.00	$ 235.00	$ 175.00	$ 8,225.00
2.22	PLP Coyote Dome Buffer Tube Version	12	EA	$ 1,022.50	$ 12,270.00	$ 950.00	$ 11,400.00	$ 795.00	$ 9,540.00	$ 745.00	$ 8,940.00	$ 455.00	$ 5,460.00	$ 717.09	$ 8,605.08
2.23	Fusion Splice in enclosure (EACH STRAND OF	1680	EA	$ 30.26	$ 50,836.80	$ 36.00	$ 60,480.00	$ 33.00	$ 55,440.00	$ 26.50	$ 44,520.00	$ 32.00	$ 53,760.00	$ 26.00	$ 43,680.00
2.24	Close Out	1	LS	$ 2,245.27	$ 2,245.27	$ 13,000.00	$ 13,000.00	$ 2,500.00	$ 2,500.00	$ 500.00	$ 500.00	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00
2.25	PLP Coyote ONE Dome Closure	9	EA	$ 457.15	$ 4,114.35	$ 532.00	$ 4,788.00	$ 645.00	$ 5,805.00	$ 775.00	$ 6,975.00	$ 455.00	$ 4,095.00	$ 560.51	$ 5,044.59
2.26	Handhole (Ground box) Protection	12	EA	$ 1,224.29	$ 14,691.48	$ 317.00	$ 3,804.00	$ 450.00	$ 5,400.00	$ 45.00	$ 540.00	$ 1,100.00	$ 13,200.00	$ 2,084.42	$ 25,013.04
	Subtotal				**$ 226,772.06**		**$ 295,385.20**		**$ 251,847.38**		**$ 248,673.02**		**$ 237,183.90**		**$ 279,578.93**
	Grand Total				**$ 704,762.67**		**$ 732,113.20**		**$ 851,550.48**		**$ 863,104.47**		**$ 896,275.90**		**$ 899,739.66**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1418361

Date Filed:
02/09/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RTEL Construction, LTD.
Aubrey, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Celina

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2026-016
Fiber Installation Phase 4

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Dusty Saye, and my date of birth is 05/24/1988.

My address is PO Box 509, Aubrey (city), Texas (state), 76227 (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of Texas, on the 23 day of Feburary (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Kimberly Brawner, Assistant City Manager
CC: Robert Ranc, City Manager
Date: March 10, 2026

Agenda Item:
Consider and act to authorize Amendment 4 to add the Guaranteed Maximum Price (GMP) for the construction of underground utilities along Walnut Street from Arizona Drive to Colorado Drive through the Construction Manager At Risk, Swinerton, in an amount not to exceed $289,387.00. (Brawner)

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

The Downtown Center consists of five floors. Each floor is approximately 23,000 square feet. Two floors will serve as the new public library. The basement will serve as the children's and teens' library. It will provide an open floor plan for book storage, a 1,800 square feet story time room, study rooms available for the public, and an open stage area. In addition, the basement will house a media room that the City's marketing team will use to create and edit videos. The first floor of the Downtown Center will house the adult library and a 1700-square-foot community meeting room. Development Services, Engineering, Information Technology, and Utility Billing will be on the 2nd floor. The 3rd floor will house the City Manager's offices, the City Secretary, Finance, Human Resources, Marketing, Purchasing, and Strategic Services. An additional 3,000

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

In September 2024, the Celina City Council approved GMP #1 for the parking garage for $19,303,385.00. In February 2025, the City Council approved GMP #2 to authorize the construction of the Downtown Center in an amount not to exceed $59,050,752.00. GMP #3 was approved in March 2025 for the construction of Arizona from Walnut to Pecan for $947,783.00.

At this time, Oncor overhead electrical lines are located on the south side of Walnut between Colorado and Arizona. Due to the proximity of the existing overhead electrical lines, Swinerton periodically performs electrical shutdowns for a group of businesses and City Hall during construction for safety purposes. GMP #4 will remove the existing overhead power lines to a shared underground trench for current and future electrical and cable service. This work was originally scheduled for completion as part of the redevelopment of Walnut Street and the downtown square. By doing this work now, we will avoid future demolition of new sidewalks along Walnut Street that are being constructed with the Downtown Center when this underground work is done at a later date, minimize impact to the Downtown Center after the building opens, and enhance the visual appeal of the new Downtown Center.

Legal Review:
GMP Form has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Amendment 4

Financial Consideration:
Funding is available through bonds. Expenditures will not exceed funds appropriated and funds will be committed to the purchase order.

Staff Recommendation:
Staff recommends approving the GMP as presented.



Downtown Center
Walnut Underground
GMP #4

March 10, 2026

Kimberly Brawner, P.E., PTOE

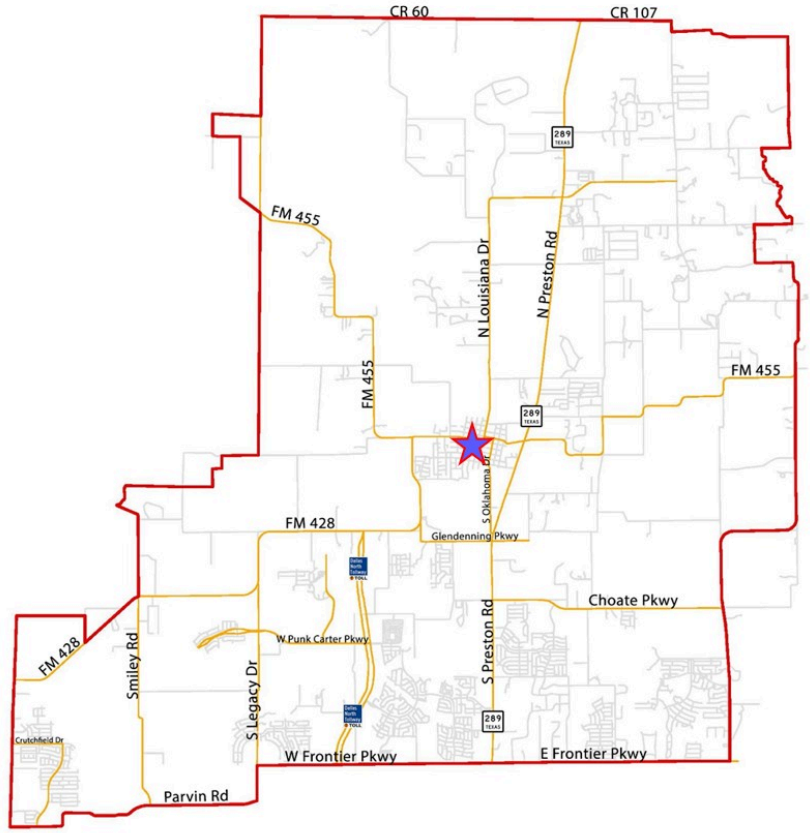
Assistant City Manager

Location Map

Walnut Street

Arizona to N Ohio



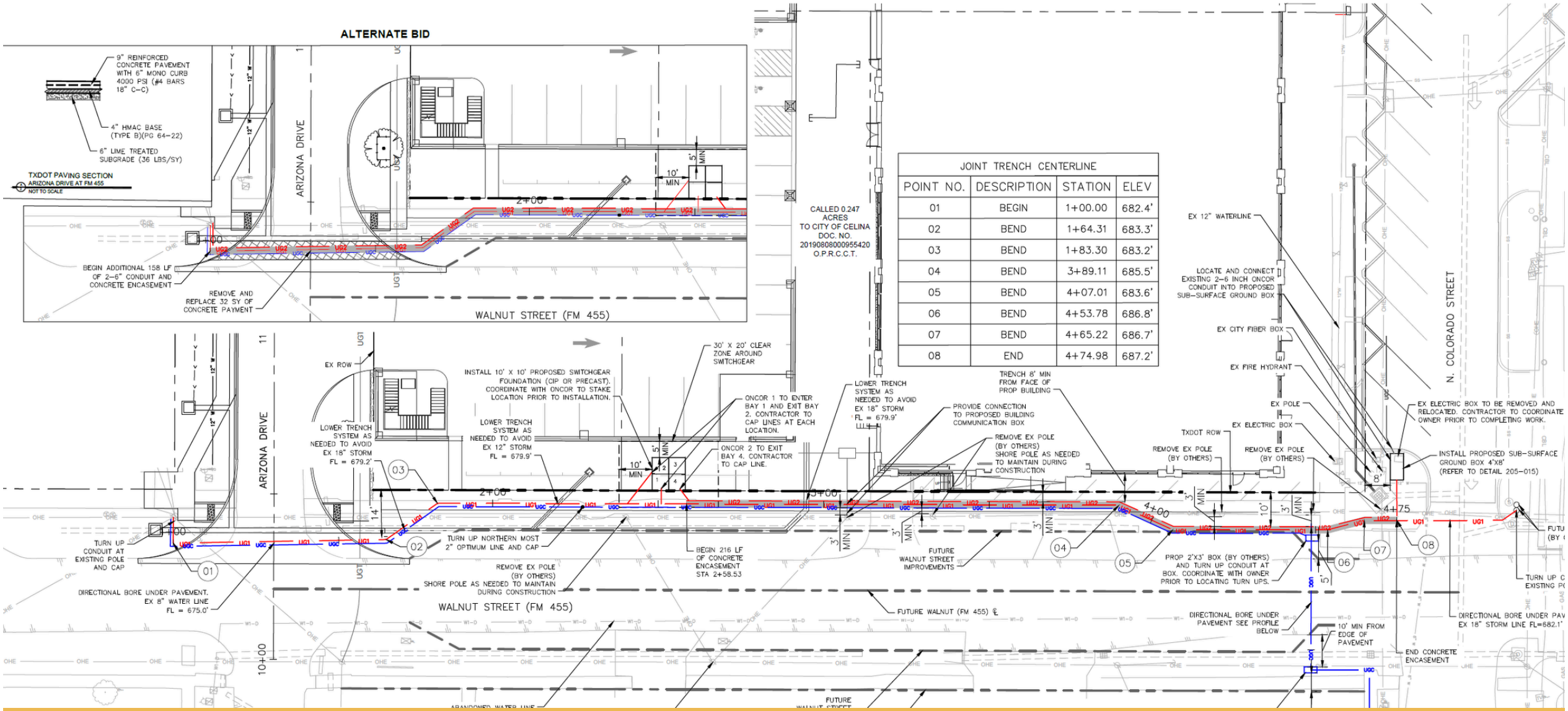


Scope of Work

A | Bury the existing overhead power lines on Walnut (FM 455) from Arizona to N Colorado

B | Work includes constructing a multi-duct bank that can be used by multiple utility companies.




ALTERNATE BID
9" REINFORCED CONCRETE PAVEMENT WITH 6" MONO CURB 4000 PSI (#4 BARS 18" C-C)
4" HMAC BASE (TYPE B)(PG 64-22)
6" LIME TREATED SUBGRADE (36 LBS/SY)
TXDOT PAVING SECTION
ARIZONA DRIVE AT FM 455
NOT TO SCALE
ARIZONA DRIVE
WALNUT STREET (FM 455)
BEGIN ADDITIONAL 158 LF OF 2-6" CONDUIT AND CONCRETE ENCASEMENT
REMOVE AND REPLACE 32 SY OF CONCRETE PAYMENT
CALLED 0.247 ACRES TO CITY OF CELINA DOC. NO. 20190808000955420 O.P.R.C.C.T.
JOINT TRENCH CENTERLINE
POINT NO. | DESCRIPTION | STATION | ELEV
01 | BEGIN | 1+00.00 | 682.4'
02 | BEND | 1+64.31 | 683.3'
03 | BEND | 1+83.30 | 683.2'
04 | BEND | 3+89.11 | 685.5'
05 | BEND | 4+07.01 | 683.6'
06 | BEND | 4+53.78 | 686.8'
07 | BEND | 4+65.22 | 686.7'
08 | END | 4+74.98 | 687.2'
EX ROW
INSTALL 10' X 10' PROPOSED SWITCHGEAR FOUNDATION (CIP OR PRECAST). COORDINATE WITH ONCOR TO STAKE LOCATION PRIOR TO INSTALLATION.
30' X 20' CLEAR ZONE AROUND SWITCHGEAR
LOWER TRENCH SYSTEM AS NEEDED TO AVOID EX 18" STORM FL = 679.2'
LOWER TRENCH SYSTEM AS NEEDED TO AVOID EX 12" STORM FL = 679.9'
ONCOR 1 TO ENTER BAY 1 AND EXIT BAY 2. CONTRACTOR TO CAP LINES AT EACH LOCATION.
ONCOR 2 TO EXIT BAY 4. CONTRACTOR TO CAP LINE.
LOWER TRENCH SYSTEM AS NEEDED TO AVOID EX 18" STORM FL = 679.9'
TRENCH 8' MIN FROM FACE OF PROP BUILDING
PROVIDE CONNECTION TO PROPOSED BUILDING COMMUNICATION BOX
REMOVE EX POLE (BY OTHERS) SHORE POLE AS NEEDED TO MAINTAIN DURING CONSTRUCTION
TURN UP CONDUIT AT EXISTING POLE AND CAP
TURN UP NORTHERN MOST 2" OPTIMUM LINE AND CAP
REMOVE EX POLE (BY OTHERS) SHORE POLE AS NEEDED TO MAINTAIN DURING CONSTRUCTION
BEGIN 216 LF OF CONCRETE ENCASEMENT STA 2+58.53
FUTURE WALNUT STREET IMPROVEMENTS
DIRECTIONAL BORE UNDER PAVEMENT. EX 8" WATER LINE FL = 675.0'
FUTURE WALNUT (FM 455) ℄
EX 12" WATERLINE
LOCATE AND CONNECT EXISTING 2-6 INCH ONCOR CONDUIT INTO PROPOSED SUB-SURFACE GROUND BOX
EX CITY FIBER BOX
EX FIRE HYDRANT
EX POLE
EX ELECTRIC BOX
TXDOT ROW
REMOVE EX POLE (BY OTHERS)
REMOVE EX POLE (BY OTHERS)
N. COLORADO STREET
EX ELECTRIC BOX TO BE REMOVED AND RELOCATED. CONTRACTOR TO COORDINATE OWNER PRIOR TO COMPLETING WORK.
INSTALL PROPOSED SUB-SURFACE GROUND BOX 4'X8' (REFER TO DETAIL 205-015)
PROP 2'X3' BOX (BY OTHERS) AND TURN UP CONDUIT AT BOX. COORDINATE WITH OWNER PRIOR TO LOCATING TURN UPS.
DIRECTIONAL BORE UNDER PAVEMENT SEE PROFILE BELOW
10' MIN FROM EDGE OF PAVEMENT
END CONCRETE ENCASEMENT
DIRECTIONAL BORE UNDER PAV
EX 18" STORM LINE FL=682.1'
FUTU
(BY
TURN UP C
EXISTING PO
FUTURE

GMP #4

Bidder	Total Costs
HTX Dirt	$ 289,387.00
FSG Electrical	$ 302,814.00
Tri-Dal, LLC.	$ 436,205.00

A | Lowest apparent bidder: HTX Dirt

B | Contract days: 45

C | Rough Order of Magnitude (ROM): $400,000

D | Base BidTotal Not to Exceed: **$289,387.00**

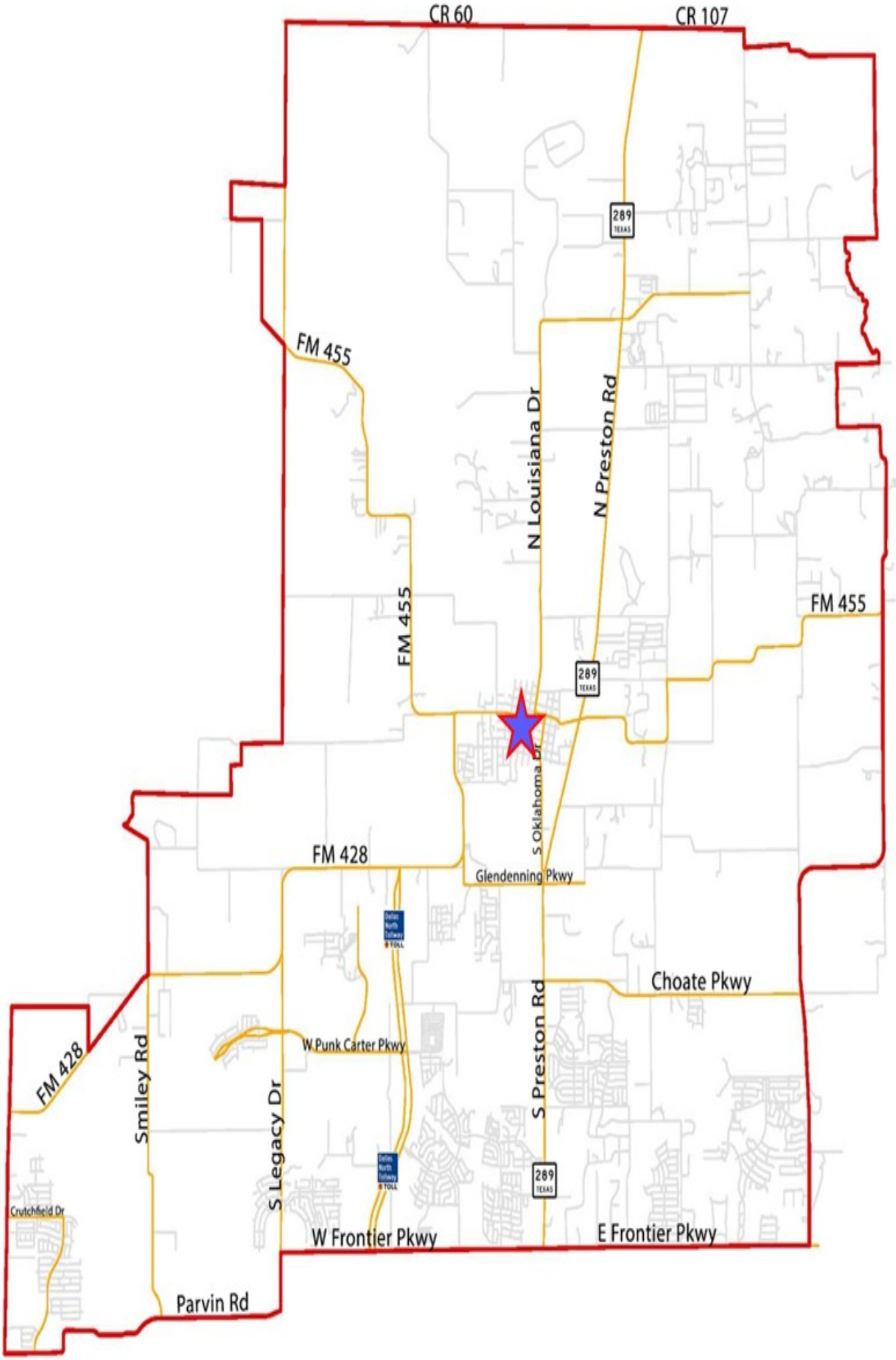
SWINERTON

Owner Name City of Celina
Project Name Walnut Street (FM 455) Joint Trench Project

Master Estimate Summary						Breakout 1	
Package Description			Tab Estimator	Potential Subcontractor(s)		Base	Total Cost
Direct Costs							
05 Earthwork/Utilities			Mallory Merrill	HTX Dirt		$ 222,340	$ 222,340
Subtotal Direct Costs						$ 222,340	$ 222,340
Indirect Costs			Cost Basis				
Project Escalation		0.00%	Direct Cost	$	-	$ -	$ -
Owner Contingency		5.00%	Direct Cost	$	11,117	$ 11,117	$ 11,117
Design Contingency		0.00%	Direct Cost	$	-	$ -	$ -
Contractor Contingency		5.00%	Direct Cost	$	11,117	$ 11,117	$ 11,117
Subtotal						$ 22,234	$ 22,234
Preconstruction Services		1	Lump Sum			$ -	$ -
General Conditions	5%	1	Lump Sum			$ 15,000	$ 15,000
General Requirements	5%	1	Lump Sum			$ 15,000	$ 15,000
Other			Lump Sum			$ -	$ -
Other			Lump Sum			$ -	$ -
Other		0.00%	Direct Cost	$	-	$ -	$ -
Subtotal						$ 30,000	$ 30,000
Building Permit Fees - Allowance		1	Lump Sum	$	-	$ -	$ -
	Initial Fee for the first	$1,000,000	$5,000.00				
	$/$1,000 after	$1,000,000	$3.90				
Plan Check Fees - Allowance		50%	of Permit Fee			$ -	$ -
Other			Lump Sum			$ -	$ -
Other			Lump Sum			$ -	$ -
Other			Lump Sum			$ -	$ -
Other			Lump Sum			$ -	$ -
Subtotal						$ -	$ -
Subcontractor Default Insurance (SDI)		1.15%	Direct Cost	$	2,557	$ 2,557	$ 2,557
General Liability Insurance		1.15%	Total	$	3,328	$ 3,328	$ 3,328
Builder's Risk Insurance		0.25%	Total	$	723	$ 723	$ 723
Performance & Payment Bond		0.99%	Total	$	2,865	$ 2,865	$ 2,865
Other		0.00%	Total	$	-	$ -	$ -
Subtotal						$ 9,473	$ 9,473
Contractor Fee		1.88%	Prev Subtotal	$	5,340	$ 5,340	$ 5,340
Contractor Fee		0.00%	Prev Subtotal	$	-	$ -	$ -
Subtotal						$ 5,340	$ 5,340
Subtotal Indirect Costs						$ 67,047	$ 67,047
Total Construction Costs						$ 289,387	$ 289,387



Questions?


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

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AMENDMENT TO CONTRACT

CONSTRUCTION MANAGER AT RISK

Amendment 4 – Walnut St Joint Trench (Oncor)

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **Swinerton Builders** (hereinafter referred to as the "Provider") for **CMAR Services for the Government Center, Project B33**, (hereinafter referred to as the "Services"), the Owner and the Provider hereby agree as follows:

AGREEMENT

Amendment 1 modifies the following conditions to the original contract.

1. Article 1, item 8: Add
   a. Amendment 4: GMP Walnut Street Joint Trench (Oncor)
   b. Fee Schedule

2. Guaranteed Maximum Price: $289,387.00

AMENDMENT

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

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

CITY OF CELINA	SWINERTON BUILDERS
	DocuSigned by: Tyler Whittaker 10F389E0CC97412...
Signature	Signature
Robert Ranc, City Manager	Tyler Whittaker
Printed Name & Title	Printed Name & Title
	2/26/2026
Date	Date

Docusign Envelope ID: 0E2532BF-A1A8-44CE-933A-ED51F26E31A2

DALLAS, TEXAS

SWINERTON



Proposal for:
Walnut St. (FM 455) Joint Trench Project

Docusign Envelope ID: 0E2532BF-A1A8-44CE-933A-ED51F26E31A2

SWINERTON

2/23/2026

City of Celina
Walnut Street (FM 455) Joint Trench Project

Dear Kim Brawner,

Swinerton Builders is proud to present the attached proposal for the Walnut Street (FM 455) Joint Trench project.

This project was advertised via the Dallas Morning News for two weeks and online via Building Connected.

Swinerton received three turn-key bids. Numbers were as follows:

HTX Dirt - $222,340
FSG Electrical - $235,767
Tri-Dal LLC - $369,158

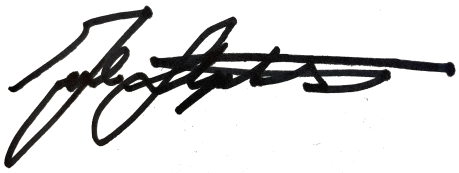
Swinerton selected HTX Dirt for this project based on best value.

Alternate bid cost would be an ADD of $24,916, not including any markup from Swinerton.

Please review and let us know if you have any questions or comments.

Thank you,

Joel Stephens



Docusign Envelope ID: 0E2532BF-A1A8-44CE-933A-ED51F26E31A2

CITY OF CELINA

Walnut Street (FM 455) Joint Trench Project

ESTIMATE QUALIFICATIONS

02/20/2026

Contents

1. General Qualifications
2. Project Document List
3. Trade-specific Qualifications

1. General

General Qualifications

1. The purpose of this proposal is to serve as a communication tool for the project team by defining the cost and scope of the Project. Swinerton Builders (Swinerton) has evaluated the documents and prepared the lump sum price based on the documents provided.
2. Costs are based upon regular working hours with the understanding that excessive disruptive work shall be performed off-hours and will be coordinated with the project team.
3. General Liability and Builder's Risk Insurance Included.
4. General Contractor Payment and Performance bonds are provided as an alternate.
5. Safety Manager provided as needed.
6. Quality Control Manager as needed.
7. Swinerton includes a 12-month warranty on completed work commencing at substantial completion.
8. Refer to estimate detail for additional comments and scope clarifications.
9. Includes PM time as required.
10. Includes superintendent time as required.
11. Includes PE time as required.
12. Project timeline assumes a 30 day duration for construction and that other party utility work after construction to occur within an additional 30 day duration simultaneously with the Downtown Center Project construction. If this timeline is not met by outside party utility companies Swinerton reserves the right to analyze the schedule and cost implications on the Downtown Center Project for reconciliation.
13. If longer than expected lead times are experienced for materials, project duration assumes approval of appropriate alternate materials to adhere to proposed schedule.

General Exclusions

1. Sales tax.
2. Build America, Buy America (BABA).
3. Cost escalation.
4. General Contractor performance and payment bonds not included in base price.
5. Conduit risers at utility poles, conduit is assume to be stubbed up at pole locations only. Max 24" above rough grade.
6. Unforeseen conditions.

Docusign Envelope ID: 0E2532BF-A1A8-44CE-933A-ED51F26E31A2

7. M/WBE participation.
8. Plan check fees.
9. Utility company fees and/or assessments.
10. Design and engineering fees.
11. Design development contingency.
12. Full-time site security guards / services.
13. Third-party commissioning agent.
14. Third-party testing and inspections.
15. Noise monitoring.
16. Seismic instrumentation monitoring.
17. Seismic restraints.
18. Provisions for latent soils conditions and hazardous materials removal and/or remediation.
19. Hazardous material abatement.
20. Upgrades to existing building elements and systems found to be non-code compliant.
21. Warranty repairs associated with existing systems and/or equipment.
22. Emergency Responder Communication Enhancement Systems (ERCES) site survey, related booster systems, and any related corrections or additional systems.

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2. Project Document List

1. Drawings received on 2/4/2026.
2. Addendum 01 Received 2/12/2026.

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3. Trade-specific Qualifications

Division 2 – Existing Conditions

A. Qualifications
    1. Demolition of existing paving and utilities only noted on plans.
B. Exclusions
    1. Hazardous material removal or abatement.
    2. If rock is encountered below grade during excavation and pad preparation, all additional labor, equipment and material cost required to remove or work around the rock shall be eligible for equitable adjustment.
    3. Support or temp bracing of existing utilities and utility poles. By others.

Division 3 – Concrete

A. Qualifications
    1. Excludes flat work paving, assumed to be carried by Downtown Center project.
    2. Carrying $2,500 allowance for piers at transformer pad (if needed). Assumes 12 inch piers at 8 feet deep.

Division 31 - Earthwork

A. Qualifications
    1. Excludes fine grade, assumed to be completed by Downtown Center Project.

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2. Excludes erosion control within Downtown Center project boundary, assumed to be completed by Downtown Center Project.
3. For excavations outside of Downtown Center Project boundary restoration to existing rough grade only is included.

Division 32 – Exterior Improvements

A. Qualifications
   1. Excludes ground cover.
   2. Curbs, sidewalks and sod will be replaced as needed if damaged during construction outside of Downtown Center Project boundary only where current stated items exist.

Division 33 - Utilities

A. Qualifications
   1. Includes SCH-40 PVC conduit for 6-inch conduits. DB-60 carries a 6-8 week lead time, which does not work with the project timeline.
   2. Carrying standard rating TIER 15 ground box due to availability. Other ground boxes carry a 6-8 week lead time.

Docusign Envelope ID: 0E2532BF-A1A8-44CE-933A-ED51F26E31A2

SWINERTON

Owner Name City of Celina
Project Name Walnut Street (FM 455) Joint Trench Project

Master Estimate Summary						Breakout 1	
Package Description			Tab Estimator	Potential Subcontractor(s)		Base	Total Cost
Direct Costs							
05 Earthwork/Utilities			Mallory Merrill	HTX Dirt		$ 222,340	$ 222,340
Subtotal Direct Costs						$ 222,340	$ 222,340
Indirect Costs			**Cost Basis**				
Project Escalation		0.00%	Direct Cost	$	-	$ -	$ -
Owner Contingency		5.00%	Direct Cost	$	11,117	$ 11,117	$ 11,117
Design Contingency		0.00%	Direct Cost	$	-	$ -	$ -
Contractor Contingency		5.00%	Direct Cost	$	11,117	$ 11,117	$ 11,117
Subtotal						$ 22,234	$ 22,234
Preconstruction Services		1	Lump Sum			$ -	$ -
General Conditions	5%	1	Lump Sum			$ 15,000	$ 15,000
General Requirements	5%	1	Lump Sum			$ 15,000	$ 15,000
Other			Lump Sum			$ -	$ -
Other			Lump Sum			$ -	$ -
Other		0.00%	Direct Cost	$	-	$ -	$ -
Subtotal						$ 30,000	$ 30,000
Building Permit Fees - Allowance		1	Lump Sum	$	-	$ -	$ -
Initial Fee for the first		$1,000,000	$5,000.00				
$/$1,000 after		$1,000,000	$3.90				
Plan Check Fees - Allowance		50%	of Permit Fee			$ -	$ -
Other			Lump Sum			$ -	$ -
Other			Lump Sum			$ -	$ -
Other			Lump Sum			$ -	$ -
Other			Lump Sum			$ -	$ -
Subtotal						$ -	$ -
Subcontractor Default Insurance (SDI)		1.15%	Direct Cost	$	2,557	$ 2,557	$ 2,557
General Liability Insurance		1.15%	Total	$	3,328	$ 3,328	$ 3,328
Builder's Risk Insurance		0.25%	Total	$	723	$ 723	$ 723
Performance & Payment Bond		0.99%	Total	$	2,865	$ 2,865	$ 2,865
Other		0.00%	Total	$	-	$ -	$ -
Subtotal						$ 9,473	$ 9,473
Contractor Fee		1.88%	Prev Subtotal	$	5,340	$ 5,340	$ 5,340
Contractor Fee		0.00%	Prev Subtotal	$	-	$ -	$ -
Subtotal						$ 5,340	$ 5,340
Subtotal Indirect Costs						$ 67,047	$ 67,047
Total Construction Costs						$ 289,387	$ 289,387

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Catherine Oduro, Senior Civil Engineer
CC: Kimberly Brawner, Assistant City Manager
Date: March 10, 2026

Agenda Item:
Consider and act to authorize the City Manager to execute a facility agreement on behalf of the City with St. Philip Church. (Brawner)

Background Information:
City staff has been working with St. Philip Church to finalize the terms of an easement agreement related to the Ousley Park project. The easement will allow the City to utilize a portion of the church's property for the Ousley Park improvements.

As currently proposed, the church will provide the easement to the City at no cost and in return the City will construct a public parking lot at the northeast corner of New Mexico and Ash Street. This parking lot will be built as part of the future phase of the Ousley Park improvements, which are anticipated to begin within 12–18 months.

The parking lot will be available for public use. However, the church will be permitted to use the parking lot and count the parking spaces toward their required parking to meet zoning requirements for its planned expansion. If City Council approves this item, staff will proceed with finalizing the agreement and prepare the necessary documents for execution.

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

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

Financial Consideration:
Funding is available through General Fund Bonds. 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 agreement as presented.



St Philip Church Parking Agreement

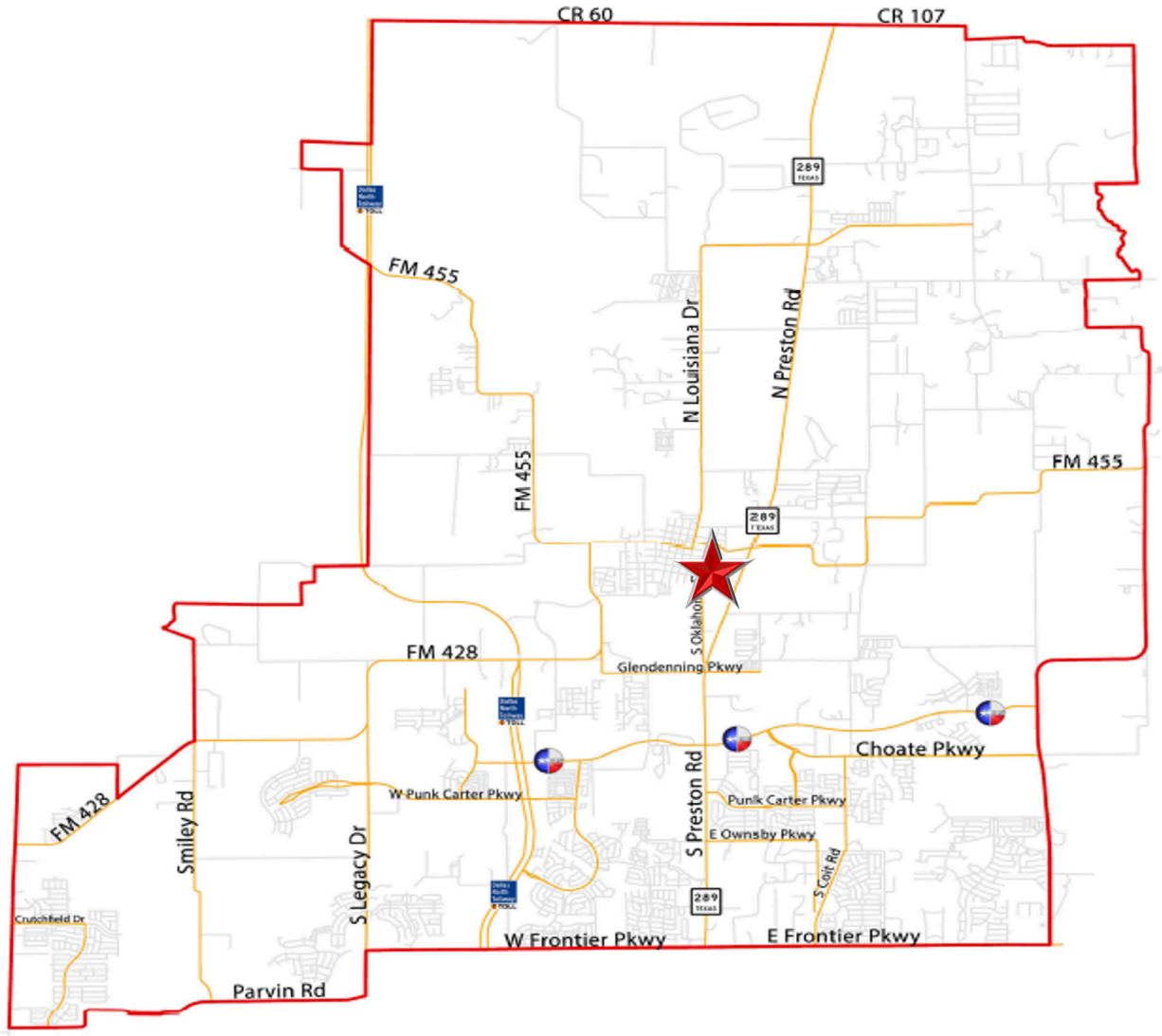
Ousley Park

March 10, 2026

Kimberly Brawner, P.E., PTOE

Assistant City Manager

PROJECT LOCATION

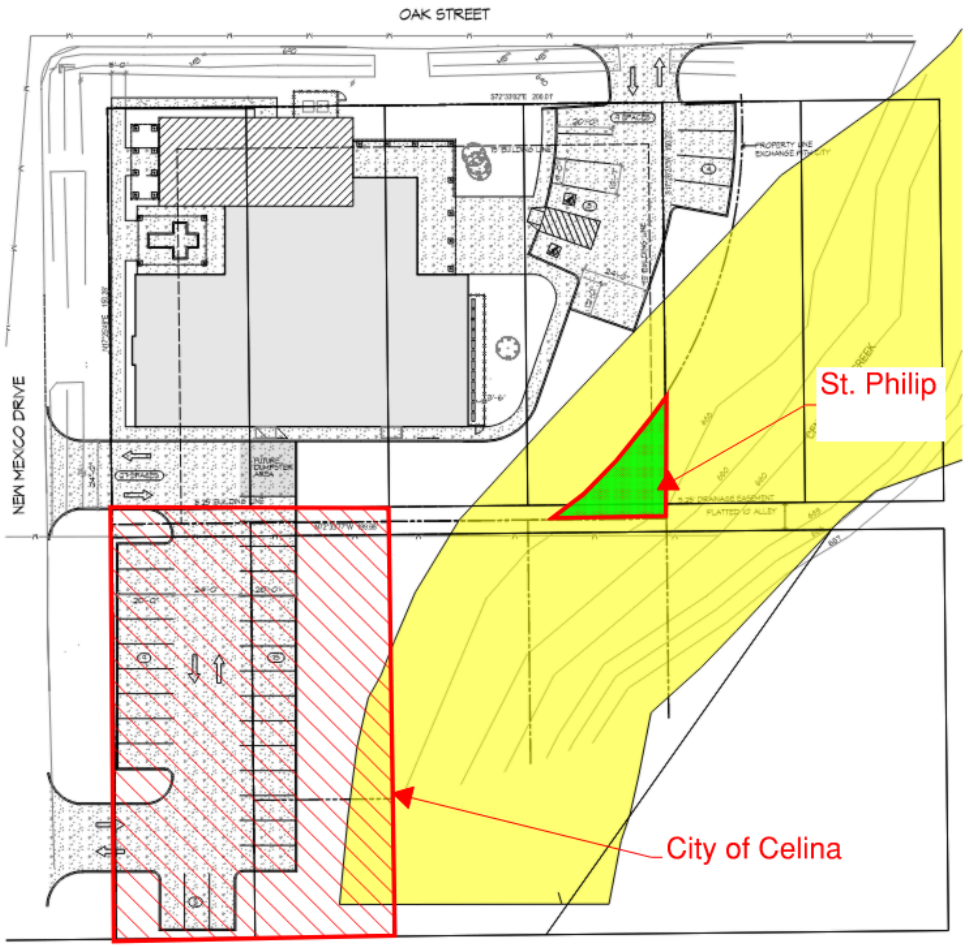




BACKGROUND

- October 2022 - Council approved stream restoration and trail design contract with FNI
- January 2024 - Ousley Park Master Plan Approved by City Council
- Easement needed on St Philip Church Property
- Appraised value of easement is $90,008.00
- Parking agreement in lieu of financial compensation
- Parking will be owned and maintained by the city
- The city assumes no liability for any damages, injuries, or claims arising from the church's use of the premises

SCOPE OF WORK



PROJECT RENDERING


RETAINING WALL


SEGMENTAL BLOCK

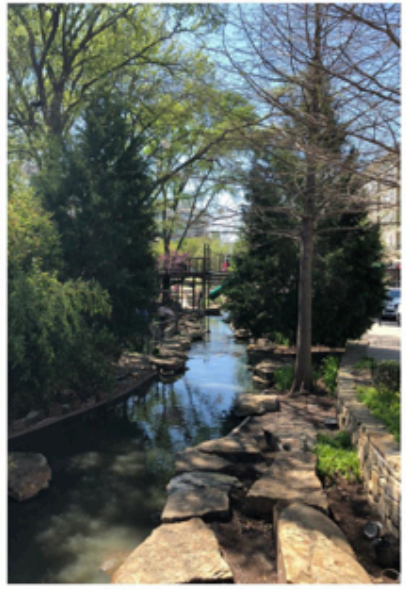

PEDESTRIAN BRIDGE


BRIDGE COLUMN


NATURAL STREAM EDGE


NATURAL STREAM EDGE








TRAIL HEAD


FOREST RESTORATION

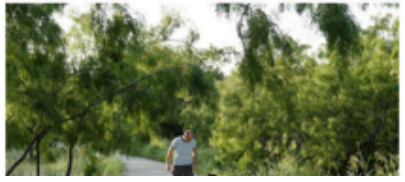



TRAIL HEAD


BENCH STATION


WILDLIFE HABITAT


WILDLIFE HABITAT





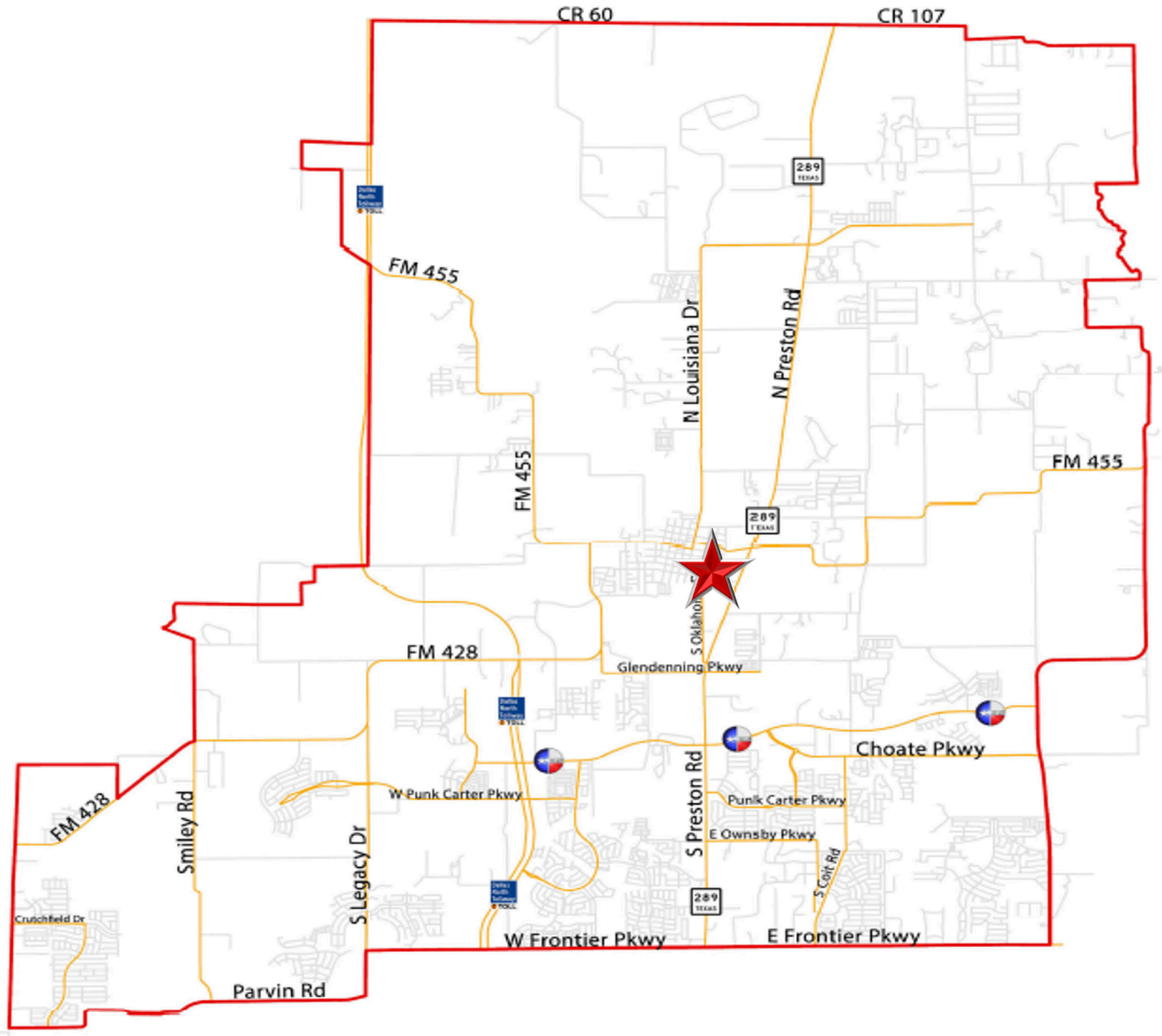






Thank You!

PROJECT LOCATION





FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is made and entered into by and between the **CITY OF CELINA, TEXAS**, a Texas home-rule municipality located in Collin County and Denton County, Texas ("City"), and **ST. PHILIP BAPTIST CHURCH, INC**, a non-profit corporation registered in the state of Texas (the "Church"). The City and the Church are referred to collectively as the "Parties" or individually as a "Party."

WHEREAS, the City is currently engaged in the design and construction of Ousley Park including the trail and stream restoration of the Doe Branch (the "Restoration Project"); and

WHEREAS, the City is the owner of two tracts of land, legally described as Lots 7 and 8, Block 58, located in the Collin County School Land Survey, Abstract No. 167, City of Celina, Collin County, Texas, and identified as Property ID Nos. 988355 and 988364; (the "City-owned Property"); and

WHEREAS, the City finds that it is in the best interest of the City and its citizens to design and construct a parking lot and access driveways on the City-Owned Property for public use, in accordance with the Site Plan, more particularly depicted in **Exhibit A**, and which may be amended in the City's sole discretion; and

WHEREAS, the Church owns an approximate 0.69 acre tract of land legally described as Lot 3R, Block 58, located in the Collin County School Land Survey, Abstract No. 167, City of Celina, Collin County, Texas; identified as Property ID No. 2656433; more commonly known as 402 South New Mexico Drive, Celina, Collin County, Texas; and the City wishes to obtain a permanent drainage, utility and trail easement on a portion of the property (the "Easement Property"), more particularly described and depicted in **Exhibit B**, attached and incorporated as if fully set forth herein, for purposes of the Restoration Project (the "Easement"); and

WHEREAS, the Church desires to use the Facilities, defined herein, located on City-Owned Property for use of its congregation during Church service and prayer times, and special Church events; and

WHEREAS, the City desires to obtain the Easement for purposes of carrying out its Restoration Project; and

WHEREAS, the Parties desire to enter into this Agreement, in accordance with the terms and conditions set forth herein below, to accomplish the foregoing purposes stated herein.

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein set forth, the Parties agree as follows:

1. FACILITIES. The City agrees to allow the Church the non-exclusive use of the parking lot and access driveways connecting said parking lot to New Mexico Drive (the "Facilities") located on the City-Owned Property, as more particularly depicted in the Site Plan in **Exhibit B**, attached hereto and incorporated herein, for purposes the of the permitted Activities,

as defined in Section 3 below. The Church may have access to the Facilities following the City's notice to the Church of completion of the initial construction of the Facilities.

2. DESIGN AND CONSTRUCTION OF FACILITIES. The design and construction shall be carried out in accordance with the Site Plan, but the City may, in its sole discretion, modify the Site Plan, and make necessary changes to the design and construction of the Facilities. Such design and construction are part of the necessary completion of Ousley Park.

3. TERM. This Agreement is effective as of the Effective Date (hereinafter defined), so long as the Church is in operation as a church, and shall continue until terminated in accordance with the terms of this Agreement. This Agreement may be terminated by either Party for breach of this Agreement, upon thirty (30) days' notice to the other Party. Termination shall not affect the City's Easement in any way whatsoever.

4. CONSIDERATION. In consideration of the Church's use of the Facilities as described herein below, the Church shall grant and convey the Easement described and depicted in **Exhibit B**.

5. USE OF THE FACILITIES. The Facilities shall be used solely for the purpose of facilitating the following activities (the "Activities"):

(a) Public parking for patrons of Ousley Park, and any other public use in City's discretion; and
(b) Public parking for congregants of St. Philip Baptist Church during Church service and prayer hours, and special Church events.

Further, the City maintains the authority to close a City facility, including without limitation, the Facilities, at any time City deems closure to be in the best interest of the public.

6. CITY PROPERTY. The Parties acknowledge that the Facilities is located on City-Owned Property, and open to public use. This Agreement shall not be construed as a transfer of any ownership or title in the Facilities or the City-Owned Property to the Church.

7. ADMISSION FEES. The Church shall not charge any fees for admission or use of the Facilities without prior written approval of the Director of Parks and Recreation or his/her authorized designee ("Director").

8. MAINTENANCE. Maintenance protocols will be solely determined by City and may include, but not be limited to, sweeping, cleaning, watering, mowing, weed control, fertilization and herbicide spraying. Additional maintenance functions may be implemented by City, if needed, as solely determined by City. If the Church desires additional maintenance to be performed, a written request shall be provided to the Director. The Director will, in his/her sole discretion, determine if additional maintenance will be performed. Additional maintenance items may require additional fees be paid by Church. The Church shall assist with the collection of all litter on the Facilities. All litter shall be placed in the receptacles provided by City.

9. PERMISSION FOR INSTALLATION OR CONSTRUCTION. The Church shall not install or construct temporary or permanent structures, signs, equipment, or other items on the Facilities without prior written approval of the Director.

10. INDEMNITY/RELEASE. **THE CHURCH SHALL DEFEND, INDEMNIFY, HOLD HARMLESS AND EXEMPT CITY AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, VOLUNTEERS, OFFICIALS AND/OR ANY OTHER AUTHORIZED THIRD PARTIES FOR WHOM CITY IS LEGALLY RESPONSIBLE FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, LEGAL PROCEEDINGS, DEMANDS, DAMAGES, BODILY INJURY, ILLNESS, DEATH, ECONOMIC LOSS, PERSONAL INJURY, PROPERTY DAMAGE AND COSTS, INCLUDING ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS PARAGRAPH), TO THE EXTENT CAUSED, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONAL WRONGFUL ACT OR OMISSION OF THE CHURCH ARISING OUT OF ITS PERFORMANCE OF THIS AGREEMENT, USE OF THE PREMISES OR ADJACENT PROPERTY OR THE ACTIVITIES, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN THE CHURCH AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CHURCH, INCLUDING, BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THE CHURCH IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS.**

IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE CHURCH IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY

IS UNDER NO OBLIGATION TO DO SO. ANY ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF THE CHURCH'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF THE CHURCH'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. THE CHURCH SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF THE CHURCH FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND THE CHURCH SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO LIMIT OR WAIVE ANY GOVERNMENTAL OR SOVEREIGN IMMUNITY OF CITY OR ANY IMMUNITY APPLICABLE TO ITS OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES OR EMPLOYEES, NOR SHALL IT BE CONSTRUED TO LIMIT OR WAIVE ANY INSURANCE COVERAGE OR CITY'S STATUS AS AN ADDITIONAL NAMED INSURED AS PROVIDED IN PARAGRAPH 11 OF THIS AGREEMENT.

FURTHER, THE CHURCH FULLY, COMPLETELY AND UNCONDITIONALLY RELEASES, RELINQUISHES AND DISCHARGES CITY AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, VOLUNTEERS, OFFICIALS AND/OR ANY OTHER AUTHORIZED THIRD PARTIES FOR WHOM CITY IS LEGALLY RESPONSIBLE FROM ANY AND ALL CLAIMS, DEMANDS, DEBTS, OBLIGATIONS, LIABILITIES, COSTS, EXPENSES, CONTROVERSIES, LIENS, ENCUMBRANCES, ACTIONS AND CAUSES OF ACTION AND DEFICIENCIES OF ANY KIND OR CHARACTER, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, WHETHER IN TORT OF CONTRACT, WHETHER FIXED, CONTINGENT OR OTHERWISE, WHICH ARISE FROM OR RELATE IN ANY MANNER WHATSOEVER TO THE CHURCH'S USE OF THE FACILITIES.

THE RIGHTS, OBLIGATIONS AND RELEASE CREATED BY THIS PARAGRAPH 10 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. INSURANCE. The Church, at their sole cost and expense, procure and keep in full force and effect throughout the term of this Agreement all insurance policies with those coverage amounts and conditions outlined below for the purpose of protecting themselves, its officers, directors, partners, employees, representatives, agents, officials, coaches, managers, players, members, spectators, participants, invitees, representatives, volunteers, servants, legal representatives or any other third parties for whom the Church is legally responsible. The Church shall present the City with a copy of each required Certificate of Insurance and all related endorsements with the executed copy of this Agreement:

(a) Type and Amount of Insurance:

(i) General Liability minimum of $1 Million Dollars per occurrence

and $2 Million Dollars aggregate;

(ii) Public Liability of $1 Million Dollars per occurrence and $2 Million aggregate;

(iii) Accident and Medical Payment Coverage (this insurance benefit will be designed to pay the excess of any expenses payable by other valid and collectible insurance to an insured person for an injury caused by a covered accident); and

(iv) Statutory workers' compensation insurance as required by State law.

(b) Additional Insurance Requirements:

(i) Insurance and Certificate(s) of Insurance. During the term of this Agreement, the Church shall provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

a. Name the City of Celina, Texas and its officers, agents, representatives and employees as additional insureds as to all applicable coverage with the exception of workers' compensation insurance;

b. Provide for at least thirty (30) days prior written notice to City of any cancellation, non-renewal or material change or modification of any policies, evidenced by return receipt or United States mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard certificates; and

c. Provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of insurance.

(ii) Insurance Company Qualification. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

(iii) Certificate of Insurance. A certificate of insurance and endorsement(s) evidencing the required insurance shall be submitted when the Church delivers an executed copy of this Agreement to the City.

(c) The Church understands and agrees that it has the sole responsibility to provide the insurance as set forth herein and that failure to timely comply with the requirements under this Paragraph 11 shall be cause for termination of this Agreement.

12. ASSUMPTION OF RISK. The Church hereby agrees that its and its invitee's use of the Facilities, hereunder, shall be at its and its invitees' sole risk and the Church hereby waives as against the City any and all claims arising out of or in connection with its and its invitees' use of the Facilities.

13. ASSIGNMENT. The Church shall not assign this Agreement nor shall it rent out or allow any other individual, entity or group to use any property of City, including, without limitation, the Facilities, without the prior written consent of the Director.

14. UNLAWFUL ACTIVITIES. The Church shall not engage in any activities on the Facilities which are in violation of any of the Regulations. The Church acknowledges that it is aware of all Regulations.

15. DEFAULT/TERMINATION. If either Party fails to comply with any provision of this Agreement, and such failure is not cured within one (1) calendar day after receiving written notice of such failure from the other Party, then the non-defaulting Party shall have the right to terminate the Agreement. Notwithstanding anything to the contrary herein, City shall have the right to terminate this Agreement immediately on breach of this Agreement by the Church and is entitled to seek injunctive relief if there is no adequate remedy at law for the Church's failure to comply with any provision hereof. Failure of the Church to comply with any of the terms or conditions of this Agreement may result in the Church losing any and all present or future privilege of using any park facility or City-owned or managed facility or property. Additionally, this Agreement may be terminated by mutual written agreement of the Parties.

16. JOINT EFFORTS/REPRESENTATION. This Agreement was prepared by the joint efforts of the Parties to the Agreement. Each signatory represents that this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with an attorney.

17. NOTICE. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such Party via a hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to The Church, to: St. Philip Baptist Church
402 South New Mexico Drive
Celina, Texas 75009

Telephone: 214 578 0221
Electronic Mail: ilkewpm@yahoo.com

If to City, to:

City of Celina
Attn: _____
142 N Ohio St
Celina, Texas 75009
Telephone: _____
Electronic Mail: _____

18. ENTIRE AGREEMENT. This Agreement, along with the Easement, contain the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

19. GOVERNING LAW; VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

20. SAVINGS/SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal and/or unenforceable provision had never been contained herein.

21. CONSIDERATION. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

22. COUNTERPARTS. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed as original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

23. AUTHORITY TO EXECUTE. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and the others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his/her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his/her signature hereto is authorized to do so, and such authorization is valid and effective as of the Effective Date.

24. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns (as allowed herein).

25. IMMUNITY. The Parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

26. INDEMNITY. The Parties agree that the indemnity provision set forth in Paragraph 8 herein is conspicuous, and the Parties have read and understood the same.

27. ATTORNEY'S FEES. If either Party files any action or brings any proceeding against the other arising from this Agreement, then as between City and the Church, the prevailing Party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

28. INCORPORATION OF RECITALS. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as if set forth verbatim and adopted as findings of City and the authorized representative of the Church.

29. THE CHURCH'S WARRANTIES/REPRESENTATIONS. All warranties, representations and covenants made by the Church in this Agreement, or in any certificate or other instrument delivered by the Church to City under this Agreement, shall be considered to have been relied upon by City, regardless of any investigation made by City.

30. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

31. WAIVER. Waiver by either Party of any breach of this Agreement, or the failure of either Party to enforce any of the provisions of this Agreement, at any time, shall not, in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

32. REFERENCE TO THE CHURCH. When referring to "the Church" herein, this Agreement shall refer to and be binding upon the Church, and its officers, directors, partners, employees, representatives, agents, officials, coaches, managers, players, members, spectators, participants, invitees, representatives, volunteers, servants, legal representatives and/or any other third parties for whom the Church is legally responsible.

33. REFERENCE TO CITY. When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees, volunteers, officials and any other authorized third parties for whom City is legally responsible.

34. INDEPENDENT CONTRACTOR. City and the Church acknowledge and agree that: (i) this Agreement does not constitute an employment agreement by either Party; (ii) that City and the Church are independent contracting parties; and (iii) this Agreement shall not be construed as creating an agency or partnership.

35. MISCELLANEOUS DRAFTING PROVISIONS. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumptions or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

[*Signature page follows.*]

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective when all the Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF CELINA, TEXAS,
a Texas home-rule municipality

By: _____

Print Name: _____

Date: _____

ST. PHILIP BAPTIST CHURCH, INC.

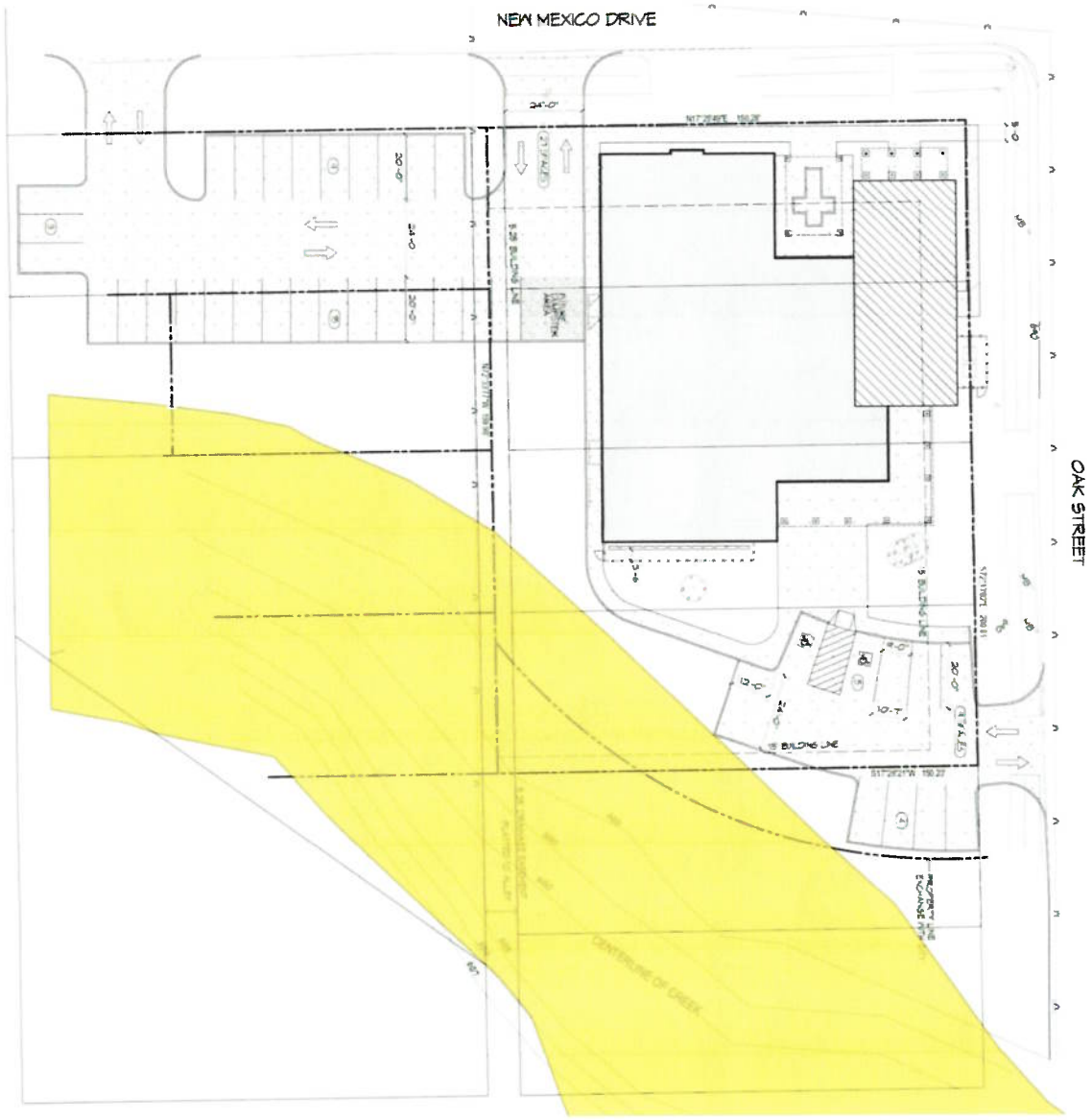
By: Isiah Moore, Jr. S.P.

Print Name: Isiah Moore, Jr

Date: 02/10/26

PRINT DATE 2/28/2024

Exhibit A
SITE PLAN



© WRIGHT GROUP Architects-Planners, PLLC 2023

WRIGHT GROUP
ARCHITECTS - PLANNERS, PLLC
1430 S BROADWAY STREET
CARROLLTON, TEXAS 75006
(972) 242 - 1015

TEXT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

Type Date Of

St. Philip Baptist Church
New Building
402 S. New Mexico Drive
Celina, Tx 75009

SITE PLAN

SHEET NO
A-102

Exhibit B
EASEMENT PROPERTY

EXHIBIT "A"

PARCEL NO. 47
PERMANENT DRAINAGE, UTILITY AND TRAIL EASEMENT
COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167
CITY OF CELINA, COLLIN COUNTY, TEXAS

BEING a 0.0621 acre tract of land located in the Collin County School Land Survey, Abstract No. 167, City of Celina, Collin County, Texas, said 0.0621 acre tract of land being a portion of **LOT 3R, BLOCK 58, MAP OF THE TOWN OF CELINA,** being an addition to the City of Celina, Collin County, Texas, according to the plat thereof filed for record in Collin County Clerk's Instrument No. (Ins. No.) 20090714010001740, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said 0.0621 acre tract of land also being a portion of that certain tract of land conveyed to **ST PHILLIP BAPTIST CHURCH**, by deed thereof filed for record in Ins. No. 20080307000277190, O.P.R.C.C.T., said 0.0621 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found at the southeast lot corner of Lot 1, Block 58, Celina Original Donation, an addition to the City of Celina, Collin County, Texas, according to the plat thereof filed for record in Volume 1, Page 114, O.P.R.C.C.T., same also being on the west right-of-way line of South Arkansas Street (being a 60 foot wide public right-of-way), from said 1/2-inch iron rod, a 1/2-inch iron pipe found at the northeast lot corner of Lot 12R of said Block 58 bears South 11°23'03" West, 10.00 feet;

THENCE North 78°36'57" West, along the south lot lines of Lots 1 and 2 of said Block 58, Celina Original Donation, and along the north right-of-way line of a 10.00 foot public right-of-way dedicated by said plat of Celina Original Donation, 100.00 feet to the **POINT OF BEGINNING** of the herein described tract of land, said beginning point being the southwest lot corner of said Lot 2, same being on the east lot line of said Lot 3R, from said beginning point, a 1/2-inch iron rod found bears North 78°36'57" West, 50.00 feet, said beginning point having a NAD83 Texas North Central Zone (4202) grid coordinate of N: 7,167,315.86 and E: 2,493,215.95;

THENCE South 11°23'03" West, along the said east lot line of Lot 3R, 5.25 feet;

THENCE North 78°36'57" West, along the south lot line of the said Lot 3R, 72.86 feet;

THENCE North 55°49'36" East, over and across the said Lot 3R, 104.06 feet to the said east lot line of Lot 3R, same being the west lot line of the said Lot 2;

THENCE South 11°23'03" West, along the said east lot line and along the said west lot line, 69.05 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **0.0621 acres (2,707 square feet)** of land, more or less.

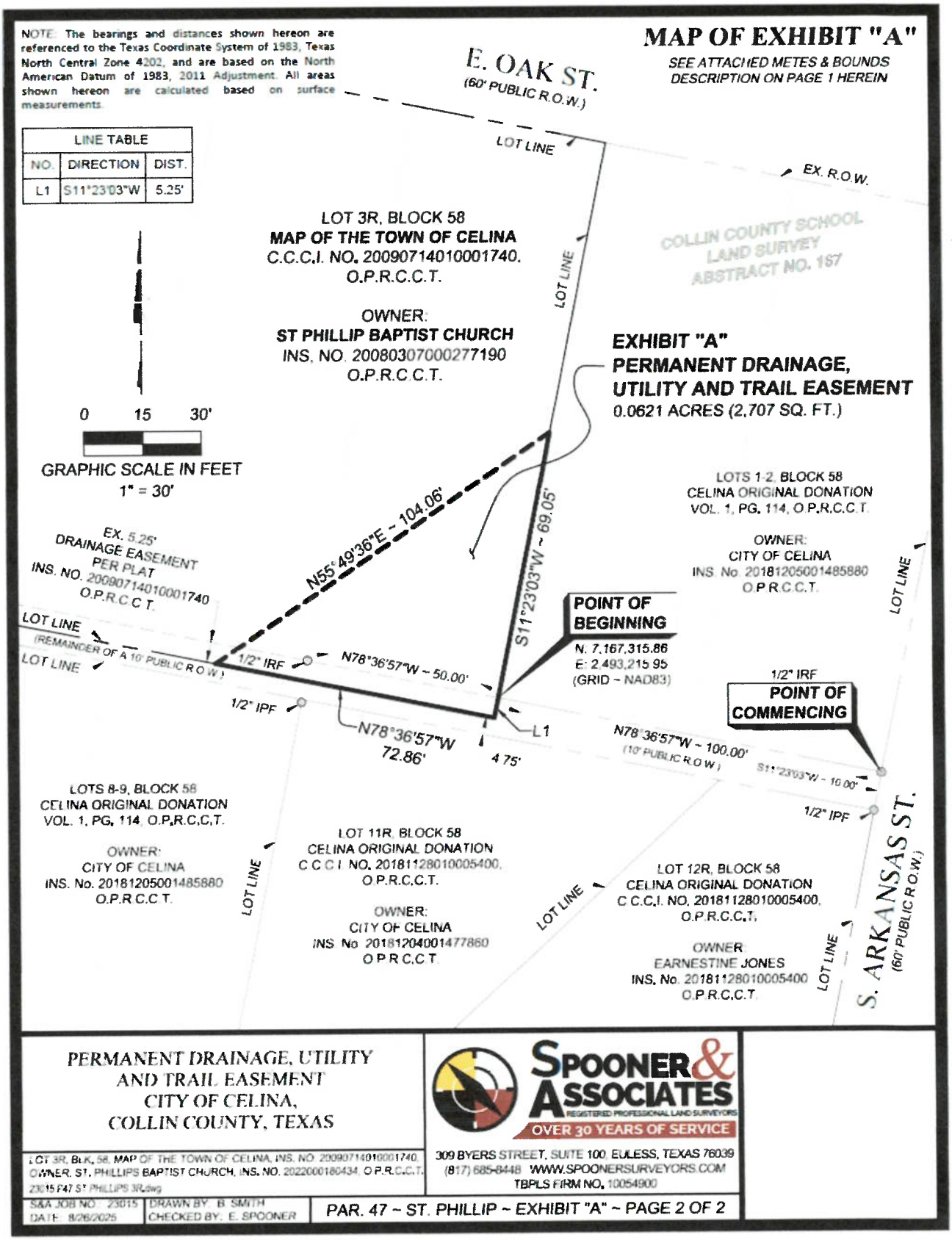
The bearings and distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, and are based on the North American Datum of 1983, 2011 Adjustment. All areas shown hereon are calculated based on surface measurements.

I Eric S. Spooner, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the foregoing description accurately sets out the metes and bounds description of the easement tract described herein.

Eric S. Spooner, RPLS
Spooner & Associates, Inc.
Texas Registration No. 5922
TBPLS Firm No. 10054900

THIS DOCUMENT IS
PRELIMINARY
FOR REVIEW PURPOSES ONLY
ERIC S. SPOONER, R.P.L.S.
8/26/2025

PARCEL 47 ~ EXHIBIT "A" ~ ST PHILLIP ~ PAGE 1 of 2
Spooner & Associates, Inc. 309 Byers Street, Suite 100, Euless, Texas 76039 - PH 817-685-8448 - espooner@spoonersurveyors.com - S&A 23015


MAP OF EXHIBIT "A"
SEE ATTACHED METES & BOUNDS DESCRIPTION ON PAGE 1 HEREIN
NOTE: The bearings and distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, and are based on the North American Datum of 1983, 2011 Adjustment. All areas shown hereon are calculated based on surface measurements.
LINE TABLE
NO. DIRECTION DIST.
L1 S11°23'03"W 5.25'
E. OAK ST.
(60' PUBLIC R.O.W.)
LOT LINE
EX. R.O.W.
LOT 3R, BLOCK 58
MAP OF THE TOWN OF CELINA
C.C.C.I. NO. 20090714010001740.
O.P.R.C.C.T.
OWNER:
ST PHILLIP BAPTIST CHURCH
INS. NO. 20080307000277190
O.P.R.C.C.T.
COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 157
EXHIBIT "A"
PERMANENT DRAINAGE, UTILITY AND TRAIL EASEMENT
0.0621 ACRES (2,707 SQ. FT.)
0 15 30'
GRAPHIC SCALE IN FEET
1" = 30'
N55°49'36"E ~ 104.06'
S11°23'03"W ~ 69.05'
EX. 5.25' DRAINAGE EASEMENT PER PLAT
INS. NO. 20090714010001740
O.P.R.C.C.T.
LOTS 1-2, BLOCK 58
CELINA ORIGINAL DONATION
VOL. 1, PG. 114, O.P.R.C.C.T.
OWNER:
CITY OF CELINA
INS. No. 20181205001485880
O.P.R.C.C.T.
POINT OF BEGINNING
N. 7,167,315.86
E: 2,493,215.95
(GRID - NAD83)
LOT LINE
(REMAINDER OF A 10' PUBLIC R.O.W.)
1/2" IRF
N78°36'57"W ~ 50.00'
1/2" IPF
N78°36'57"W
72.86'
L1
4.75'
1/2" IRF
POINT OF COMMENCING
N78°36'57"W ~ 100.00'
(10' PUBLIC R.O.W.)
S11°23'03"W ~ 10.00'
1/2" IPF
LOTS 8-9, BLOCK 58
CELINA ORIGINAL DONATION
VOL. 1, PG. 114, O.P.R.C.C.T.
OWNER:
CITY OF CELINA
INS. No. 20181205001485880
O.P.R.C.C.T.
LOT 11R, BLOCK 58
CELINA ORIGINAL DONATION
C.C.C.I. NO. 20181128010005400,
O.P.R.C.C.T.
OWNER:
CITY OF CELINA
INS. No. 20181204001477860
O.P.R.C.C.T.
LOT 12R, BLOCK 58
CELINA ORIGINAL DONATION
C.C.C.I. NO. 20181128010005400,
O.P.R.C.C.T.
OWNER:
EARNESTINE JONES
INS. No. 20181128010005400
O.P.R.C.C.T.
S. ARKANSAS ST.
(60' PUBLIC R.O.W.)
PERMANENT DRAINAGE, UTILITY AND TRAIL EASEMENT
CITY OF CELINA,
COLLIN COUNTY, TEXAS
LOT 3R, BLK. 58, MAP OF THE TOWN OF CELINA, INS. NO. 20090714010001740,
OWNER: ST. PHILLIPS BAPTIST CHURCH, INS. NO. 20220000180434, O.P.R.C.C.T.
23015 P47 ST PHILLIPS 3R.dwg
S&A JOB NO. 23015
DATE: 8/26/2025
DRAWN BY: B. SMITH
CHECKED BY: E. SPOONER
SPOONER & ASSOCIATES
REGISTERED PROFESSIONAL LAND SURVEYORS
OVER 30 YEARS OF SERVICE
309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
(817) 685-8448 WWW.SPOONERSURVEYORS.COM
TBPLS FIRM NO. 10054900
PAR. 47 ~ ST. PHILLIP ~ EXHIBIT "A" ~ PAGE 2 OF 2

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Kimberly Brawner, Assistant City Manager
CC: Robert Ranc, City Manager
Date: March 10, 2026

Agenda Item:
Consider and act to award RFP 2025-063 to My Unique Office for library shelving and specialty furniture in the new Public Library for an amount not to exceed $590,190.01. (Brawner)

Background Information:
On April 9, 2024, the City approved the construction of the new 5-floor Downtown Center. Two floors will serve as the new 46,000-square-foot public library space, which requires specialty furniture. As such, the city issued a Request For Proposal to identify furniture vendors who could provide furnishings for the library at the Downtown Center in September 2025. Three (3) bids were received for providing library furniture. The Purchasing Department completed an initial review to verify submissions met the minimum requirements. Upon receiving positive feedback from the vendor's references, the staff recommended My Unique Office.

Floor plans for the library were finalized after the RFP process was completed. The removal of the incubator space increased the quantity of furniture required for the library. Staff finalized the type of material, furniture layout, number, and type of shelving with the vendor. The final contract price of the furniture purchase is $590,190.01. Delivery of the furniture will be coordinated with the building construction.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Quote
4. Agenda Recap
5. Form 1295

Financial Consideration:
Funding is available through bonds. Expenditures will not exceed funds appropriated, and funds will be committed to the purchase order.

Staff Recommendation:
Staff recommends awarding the RFP as presented.



Downtown Center Library

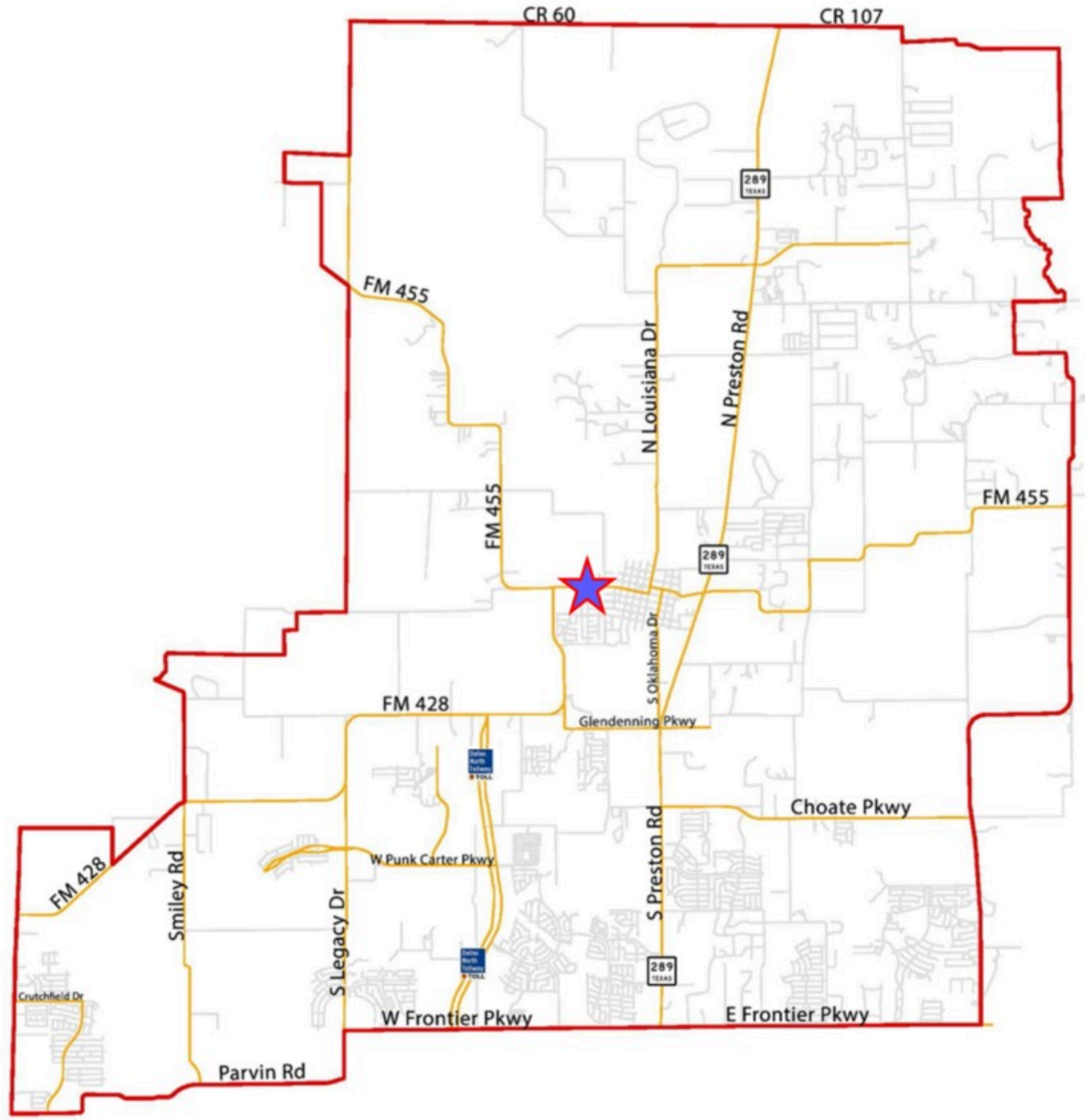
Furniture

March 10, 2026

Location Map

Downtown Center

W Walnut (FM 455) and N Colorado



Background

- DTC Library = 46,000 square feet
- September 2025 - RFP advertised for furniture vendor
- Bid invitation was advertised in the local paper and posted on the City's eProcurement system and one thousand six hundred fifteen (1615) vendors were notified
- Three (3) bids were received and an initial review was completed by the Purchasing Department to verify submissions met the minimum requirements
- Upon receiving positive feedback from vendor's references, staff recommended My Unique Office

Book Totals

Projected library book counts from 2025-2030

Year	Number of Library Books
2025	60,182
2026	61,088
2027	71,494
2028	83,594
2029	93,619
2030	103,436

Scope of Work

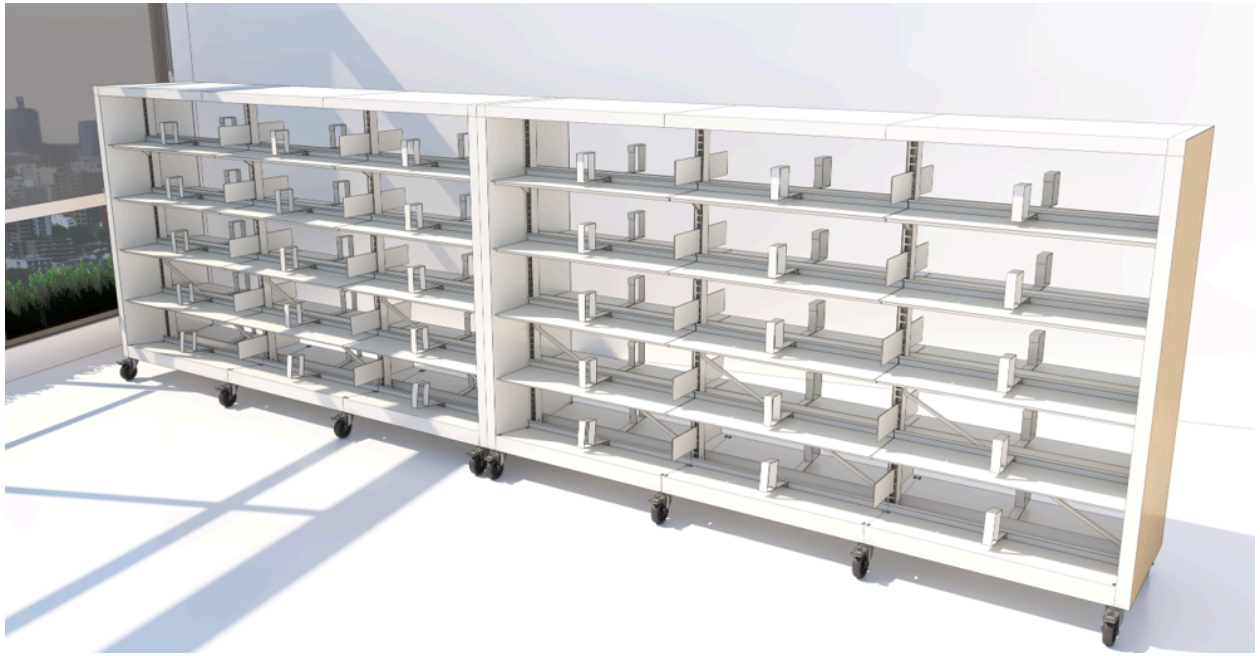
A | Installation of library shelving

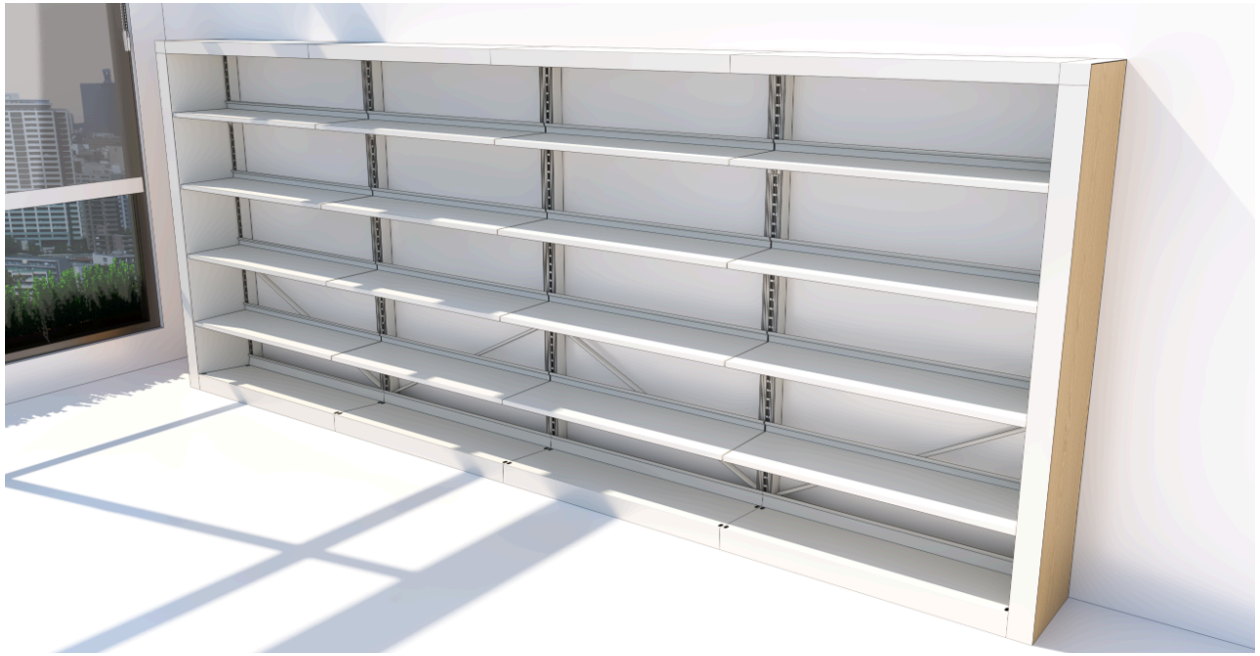
B | Installation of library service desks

C | Opacs (on-line public access catalog desks)

D | Self Check Tables

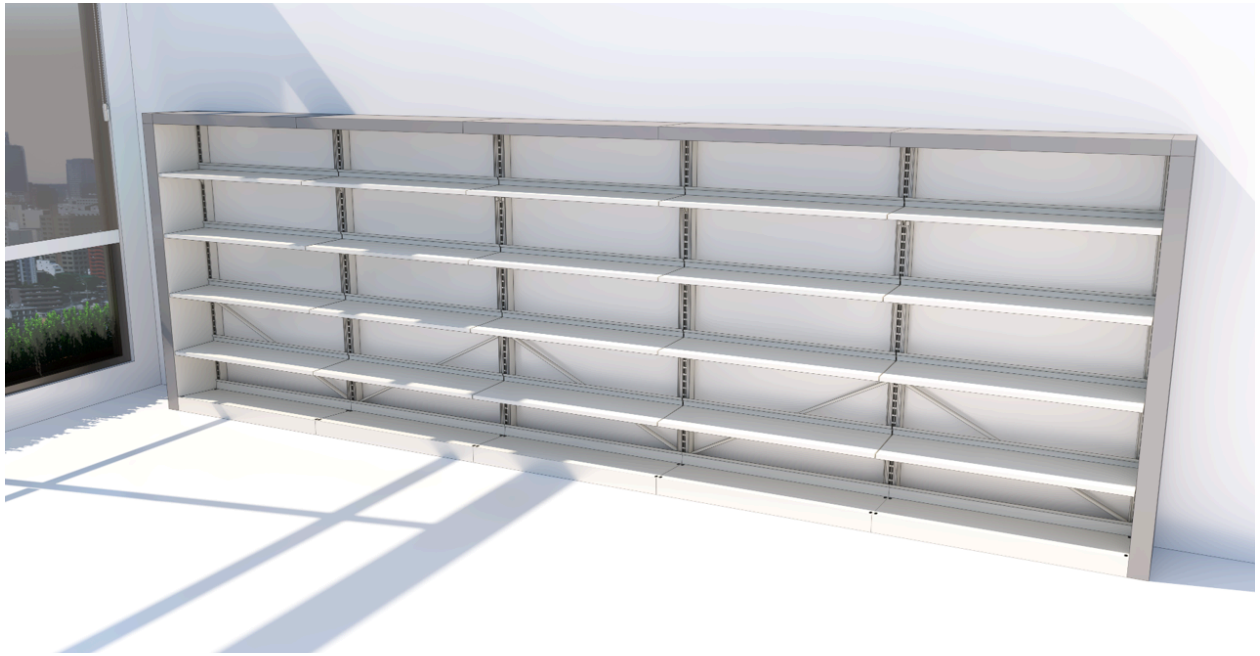


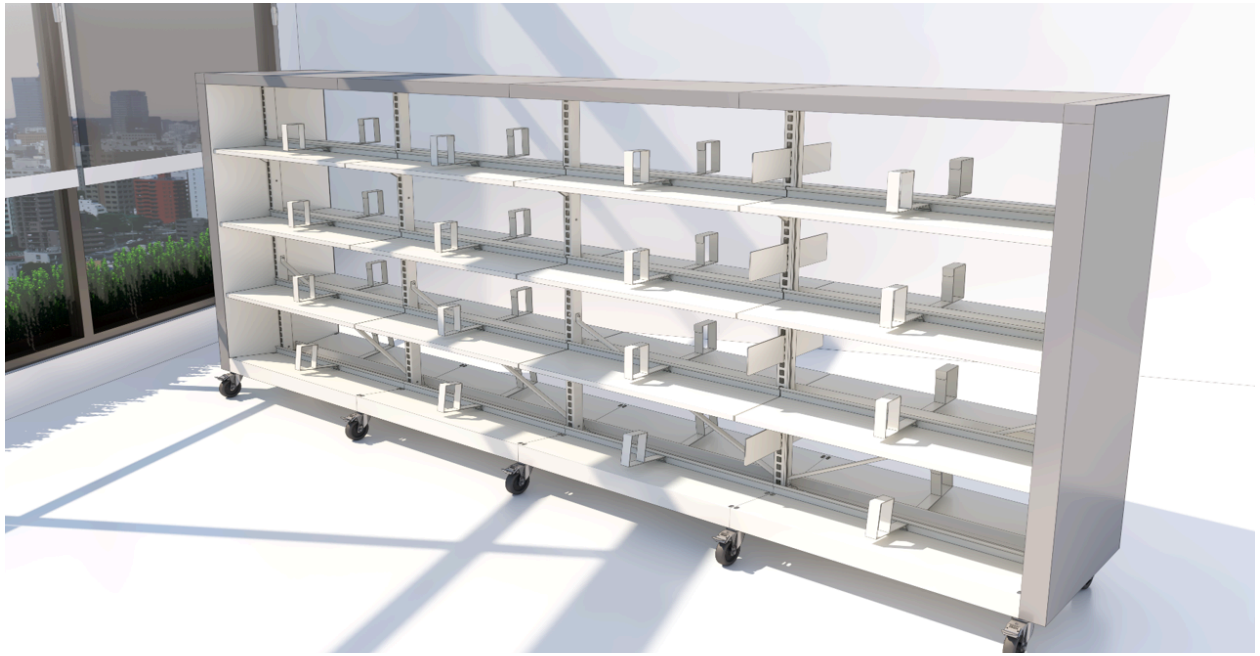


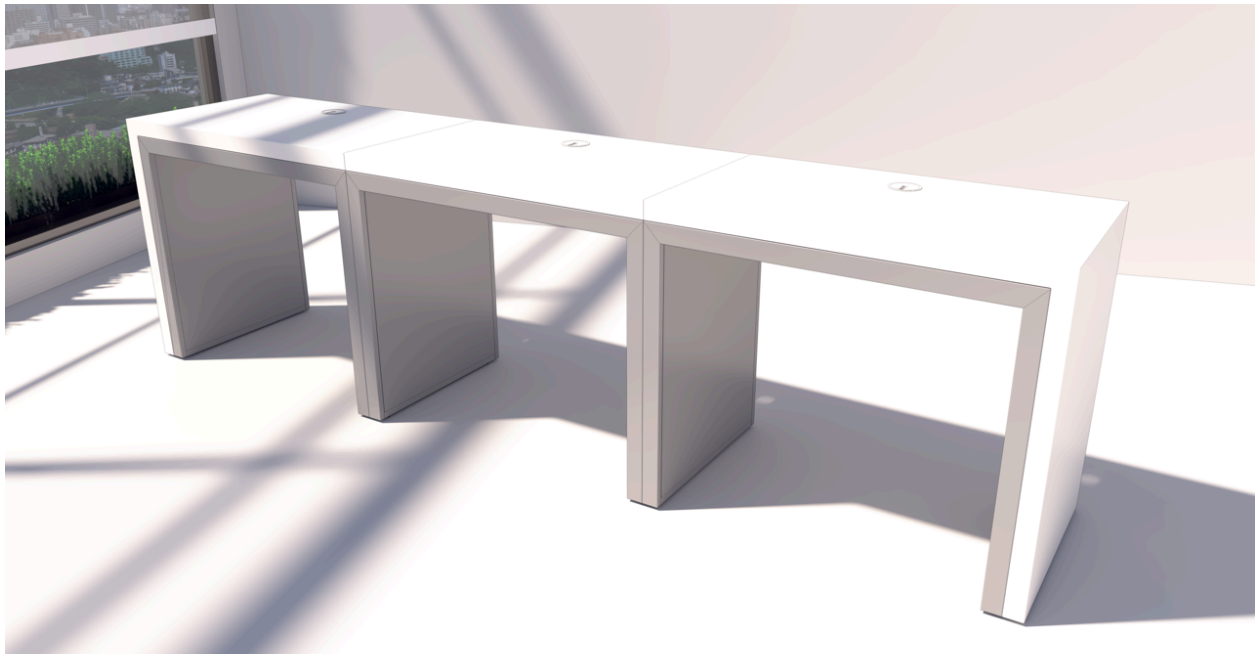


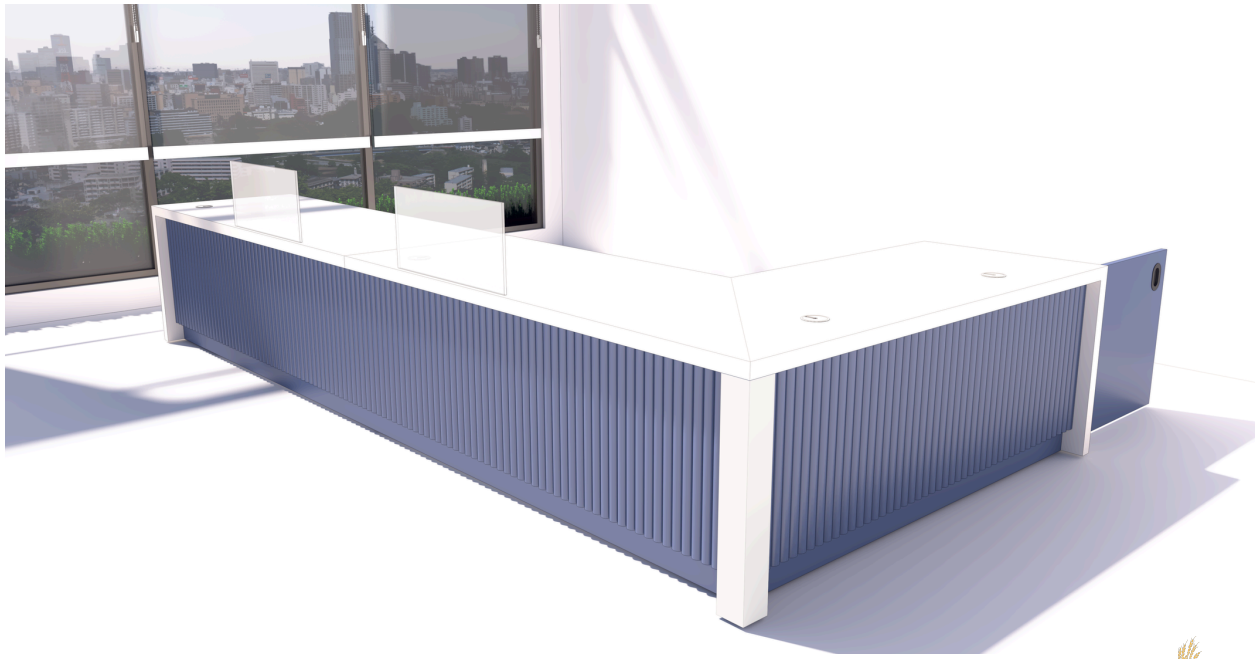












RFP 2025-063

Responding Supplier	Total Possible Points	Response Total
My Unique Office (Green Dog Inc.)	995.00	$569,606.00
Spencer and Company (Mary Spencer Company)	944.29	$673,804.95
Library Interiors of Texas	895.39	$676,094.57

A | Lowest apparent bidder: My Unique Office

B | Completion with DTC

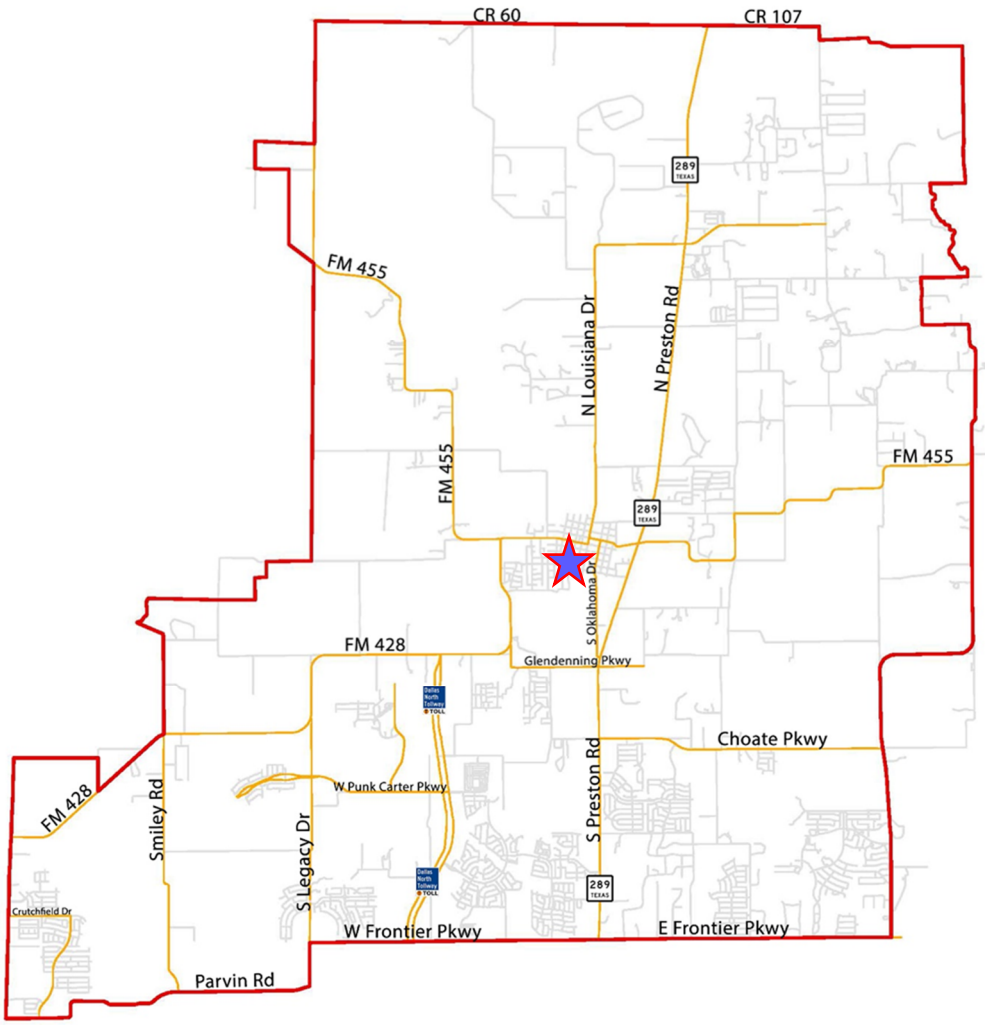
C | Opinion of Probable Construction Cost (OPCC): $730,000.00

D | Total Not to Exceed: **$590,190.01**



Questions?

LOCATION MAP



ESTIMATE

My Unique Office
5600 W Lovers Ln Suite 116
PO 393
Dallas, TX 75209

monty@myuniqueoffice.com
(214) 802-8832
www.myuniqueoffice.com

Celina Public Library

Bill to
City of Celina

Ship to
Celina Public Library

Estimate details
Estimate no.: 1531
Estimate date: 01/06/2026
Expiration date: 04/06/2026

#	Product or service	Description	Qty	Rate	Amount
1.		NOVA LITE SHELVING			
2.	**SD1066M-L**	SD1066MC-L - Nova double sided shelving - Steel sloping base shelf - Steel adjustable shelves - End panel facade with clear acrylic signage Dimensions/section: 35.43"W x 23.62"D x 71.81"H (66.92"H without casters) Each section includes: (1) Steel Sliding Book Support per Shelf - Caster Base with (1) locking and (1) non-locking caster (8) Adjustable shelves (2) Sloping base shelves (1) Cross bar Each Range includes: - (2) End panels with clear acrylic signage - Book stops on uprights at each shelf level Finish: - Exterior: Gray #7 - Interior: (end panels, canopy top, shelves, book supports, book stops, and sloping base shelf): White 9003	66	$1,417.00	$93,522.00

		Note: Quantity is quoted as reflected on specification			
3.	**SD1066M-L Wood 2 Sections**	SD1066M-L - Nova double sided shelving on casters - Wood end panel and canopy tops - Steel adjustable shelves - Steel Sloping base shelves - End panel façade with clear acrylic signage Dimensions/sections: 35.43"W x 23.62"D x 71.81"H (66.92"H without casters) Each section includes: - (1) Steel Sliding Book Support per Shelf - Caster Base with (1) locking and (1) non-locking caster - (8) Adjustable shelves - (2) Sloping base shelves - (1) Cross bar Each Range includes: - (2) End panels with clear acrylic signage - Book stops on uprights at each shelf level Finish: - Exterior: Wood veneer Oak Fil Natural C098 - Interior: (end panels, canopy top, shelves, book supports, book stops, and sloping base shelf): White 9003 Note: Quantity is quoted as reflected on specification	113	$1,733.00	$195,829.00
4.	**SD1248M-L 4 Sections**	SD1248M-L - Nova double sided shelving on casters - All Steel - Steel end panel and canopy tops - Steel flat base shelf - End panel façade with clear acrylic signage Dimensions/section: 35.43"W x 28.54"D x 52.12"H (47.24"H without casters) Each section includes: - (1) Steel Sliding Book Support per Shelf - Caster Base with (1) locking and (1) non-locking caster - (8) Adjustable shelves - (2) Flat base shelves - (1) Cross bar Each Range includes:	36	$1,354.00	$48,744.00

		- (2) End panels with clear acrylic signage - Book stops on uprights at each shelf level Finish: - Exterior: Gray #7 - Interior: (end panels, canopy top, shelves, book supports, book stops, and sloping base shelf): White 9003 Note: Quantity is quoted as reflected on specification			
5.	**SD1048M-L-3 Wood**	SD1048M-L - Nova shelving double-sided on casters - Wood end panels and canopy tops - Steel Shelves - Flat steel base shelves Dimensions/section: 35.43"W x 28.54"D x 52.12"H (47.24"H without casters) Each section includes: - (2) End panels with double acrylic signage - (1) Steel Sliding Book Support per Shelf - Caster Base with (1) locking and (1) non-locking caster - (8) Adjustable shelves - (2) Flat base shelves - (1) Cross bar Each range includes: - (2) End panels with double acrylic signage - Book stops on uprights at each shelf level Finish: - Exterior: Wood veneer Oak Fil Natural C098 - Interior: (end panels, canopy top, shelves, book supports, book stops, and sloping base shelf): White 9003 Note: Quantity is quoted as reflected on specification	9	$1,603.00	$14,427.00
6.	**SS1066-L 5 Sections**	SS1066C-L - Nova single sided shelving - All Steel - Steel end panel and canopy tops - Steel sloping base shelf Dimensions/section: 35.43"W x 12.80"D x 66.92"H Each section with:	37	$851.00	$31,487.00

		- (1) Single sided canopy top - (1) Steel Sliding Book Support per Shelf - (1) Steel sloping base shelf - (4) Shelves - (1) Cross bar Each range includes: - (2) End panels with double acrylic signage - Book stops on uprights at each shelf level Finish: - Exterior: Gray #7 - Interior: (end panels, canopy top, shelves, book supports, book stops, and sloping base shelf): White 9003 Note: Quantity is quoted as reflected on specification			
7.	**SS1066L-Wood 4 Sections**	SS1066-L - Nova single sided shelving - Wood veneer end panels and canopy tops - Steel Shelves - Sloping steel base shelf Dimensions/section: 35.43"W x 12.80"D x 66.92"H Each section includes: - (1) Single sided canopy top - (1) Steel Sliding Book Support per Shelf - (1) Sloping base shelf - (4) Shelves - (1) Cross bar Each range includes: - (2) End panels with double acrylic signage - Book stops on uprights at each shelf level Finish: - Exterior: Wood veneer Oak Fil Natural C098 - Interior: (end panels, canopy top, shelves, book supports, book stops, and sloping base shelf): White 9003 Note: Quantity is quoted as reflected on specification	27	$994.00	$26,838.00
8.	**SS1090-1**	SS1090-L - Nova single sided shelving - Steel end panels and canopy tops - Sloping base	8	$1,140.00	$9,120.00

		Dimension/section: 35.43"W x12.79"D x 90.55"H Each section includes: - (1) Single sided canopy top - (1) Steel Sliding Book Support per Shelf - (1) Sloping base - (6) Shelves - (1) Cross bar Each Range includes: - (2) End panels - Book stops on uprights at each shelf level Finish: - Exterior: Gray #7 - Interior: (end panels, canopy top, shelves, book supports, book stops, and sloping base shelf): White 9003 Note: Quantity is quoted as reflected on floor plan, we are also quoting a corner shelf, to fill the gap in the corner where the ranges meet at a 90 degree angle. Note: Quantity is quoted as reflected on specification			
9.	**Deduction**	Switch Shelving Units with Laminate Canopy Tops and End Panels to Steel Canopy Tops and Steel End Panels with Laminate Facades	-1	$19,788.00	-$19,788.00
10.		OPACS/DESKS/SELFCHECK			
11.	**OPAC Station**	PAC01-L - OPAC Station Dimensions: 660x660x990mm - 25.98"W x 25.98"D x 38.97" Finishes: - Wood Veneer: Walnut - Steel: White ral 9003 smooth - Solid Surface: Corian White Jasmine Note: Quantity is quoted as reflected on specification	3	$2,787.00	$8,361.00
12.	**Deduction**	Discount Solid Surface	-3	$425.35	-$1,276.05
13.	**OPAC Station**	PAC02-L - OPAC Station Dimensions: 660x660x990mm - 25.98"W x 25.98"D x 38.97"	2	$2,993.00	$5,986.00

		Finishes: - Wood Veneer: Walnut - Steel: White ral 9003 smooth - Solid Surface: Corian White Jasmine Note: Quantity is quoted as reflected on specification			
14.	**Deduction**	Discount Solid Surface	-2	$425.35	−$850.70
15.	**H210317-01**	S01-L - Magnetic sign with (2) acrylic sheets to be placed on the canopy tops Comprised by: - (1) Metal Frame with magnetic base - (2) Clear acrylic sheets 3mm thickness each - Acrylic size: W415mm x H168mm. Overall Dimensions: 455x68x192mm - 17.91"W x 2.67"D x 7.55"H Finish: - Steel: White ral 9003 - Acrylic: Clear Note: Quantity is quoted as reflected on specification	15	$84.00	$1,260.00
16.	**Celina 1st floor desk**	SDW01-L - Circulation desk in wood with a return - Ribbed façade ribbed MDF lacquered Grey - White laminate base - Solid surface worksurface with waterfall edge - Corian white Jasmine Lacquered toe-kick. - (2) Worksurfaces with (1) steel grommet - (2) Acrylic private screens Frost S2030 polar white. Dimensions: 27.56”W x 14.57”H - Horizontal wire management - (2) OPE Mobile pedestals (3) drawers with steel handle - Below Surface Quick Connect Power with (8) outlets Dimensions: 4270x1980x1080mm – 144.11”W x 77.95”D x 42.52”H Finish: - Laminate: White - Lacquered MDF: Grey - Solid Surface: Corian white Jasmine	2	$26,038.00	$52,076.00

		Note: Quantity is quoted as reflected on specification			
17.	**Deduction**	Discount Solid Surface	-2	$6,380.28	−$12,760.56
18.	**Celina Children's Desk**	SDW02-L - Children's Service desk in wood with return - Ribbed façade MDF blue lacquered - White laminate base - Solid surface worksurface with waterfall edge. - Lacquered toe-kick. - Return with (1) steel grommet - (2) Acrylic privacy screens: Frost S2030 polar white. Dimensions: 27.56”W x 14.57”H - Horizontal wire management - (2) OPE Mobile pedestals with (3) drawers and steel handle - Below Surface Quick Connect Power with (8) outlets Dimensions: 3660x1675x1080mm – 144.09”W x 65.94”D x 42.52”H Finish: - Laminate: White - Lacquered MDF: blue ral 5003 Solid Surface: Corian white Jasmine Note: Quantity is quoted as reflected on specification	2	$23,245.00	$46,490.00
19.	**Deduction**	Discount Solid Surface	-2	$6,380.28	−$12,760.56
20.	**H230483-16**	SDW03-CL (SELF CHECK) - Grey Lacquered MDF structure - Waterfall worksurface/leg - (1) grommet per worksurface - Interior panels with power access - (3) Units will be placed side-by-side Dimensions: 1219x610x980mm – 48”W x 24.01”D x 38.58”H Finishes: - Wood Veneer: Grey Lacquered MDF Solid Surface: Corian White Jasmine Note: Quantity is quoted as reflected on specification	1	$17,835.00	$17,835.00
21.	**Deduction**	Discount Solid Surface	-1	$3,899.06	−$3,899.06
22.	**H230483-16**	SDW03-L (SELF CHECK) - Wood Veneered MDF structure 50mm - Solid Surface: Durasein Luna DM5014	1	$17,631.00	$17,631.00

		- Waterfall worksurface/leg - (1) grommet per worksurface - Interior panels with power access - (3) Units will be placed side-by-side Dimensions: 1016x610x980mm – 40”W x 24.01”D x 38.58”H Finishes: - Wood: OAK FL Naturel C088 - Solid Surface: Corian White Jasmine Note: Quantity is quoted as reflected on specification			
23.	**Deduction**	Discount Solid Surface	-1	$3,899.06	–$3,899.06
	Subtotal	Product Subtotal			**$514,372.01**
24.	**Install**	Installation of product quoted above	1	$32,478.00	$32,478.00
25.	**Shipping**	Freight cost for product quoted above	1	$17,980.00	$17,980.00
26.	**Tarriff**	Tariff surcharge	1	$25,360.00	$25,360.00

Total **$590,190.01**

Expiry date 04/06/2026

Note to customer

Sale Terms:

- Pricing contained herein is valid for 90 days.
- This quotation is offered for the project in its entirety. The products, services, and pricing contained herein are based on the full scope as described. No individual items may be separated, removed, or repriced.
- All sales final.

Warranty:

- We provide a lifetime warranty on both our product and its installation. This warranty does not cover any damage arising from use—whether intended or unintended—including normal wear and tear, misuse, or damage resulting from acts of God.

Payment Terms:

- 50% deposit.
- 40% prior to shipping.
- 10% retainage billed net 30 after completion of installation.

Accepted date **Accepted by**

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2025-063
SOLICITATION NAME: Specialty Furniture for the Library
PROJECT #: B33

Bid Opening Date	October 21st, 2025	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	104
Number of Submissions:	3
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	3
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. Of the three received all were determined to be responsive responsible bidders.

The responses were sent to the an internal committee and the design firm for evaluation based on the criteria outlined in the RPF. Upon final selection of the vendor, the design firm worked with staff and the vendor to finalize finishes, electrical items and quantities.

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

Recommended Vendor(s):	My Unique Office
Contract Term:	N/A

Dawn Berry	2/24/26
Submitted By	Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1426557

Date Filed:
02/26/2026

Date Acknowledged:
03/01/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

My Unique Office
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Celina

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Bid #2025-063
Library Specialty Furniture

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Kimberly Brawner, Assistant City Manager
CC: Robert Ranc, City Manager
Date: March 10, 2026

Agenda Item:
Consider and act to authorize and ratify Amendment 4, Parkhill Smith Cooper's Design Services MSA for the Park Administration fire lane and utility construction plans in the amount not to exceed $93,220.00. (Brawner)

Background Information:
In September 2024, the City Council awarded the building Design Agreement with Parkhill Smith Cooper for the Parks Administration Building at 420 E. Main Street. The initial schematic design was approved by the City Council in July 2024. In December 2024, the City Council awarded the construction manager at risk (CMAR) to Crossland Construction, and staff approved Amendment 1 for an additional park survey to incorporate the additional 8.3 acres the City purchased along S Oklahoma (B 289) into the park boundaries. In January 2025, Amendment 2 was executed for $12,500 for additional analysis of the existing master plan and consideration of various options regarding the placement of the various elements and parking impact. In addition, the Celina City Council approved the final design of the Parks Administration building. The guaranteed maximum price (GMP) was awarded by the City Council in June 2025 to Crossland Construction for $6,197,824.00. Construction started in July 2025, with completion scheduled for September 2026.

As part of the final plan review process, it was determined that the Parks Administration building needed additional fire protection. In June 2025, Amendment 3 was executed to evaluate potential design options for a fire lane to serve the Parks Administration building. The three options were presented to the Celina City Council in July 2025. City Council selected Option 3, which includes the design of a fire lane that will circle the future park pavilion and the old indoor athletic training room. Due to the timeline involved in the construction, Parkhill started the design of the fire lane immediately upon council direction following the workshop presentation.

Staff requests that the Council ratify Amendment 4 to the Parkhill design contract for the civil design of the fire lane to serve the Parks Administration building.

Legal Review:

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Amendment to Contract

Financial Consideration:
Funding is available through bonds. Expenditures will not exceed funds appropriated and funds will be committed to the purchase order.

Staff Recommendation:
Staff recommends awarding the Amended MSA as presented.



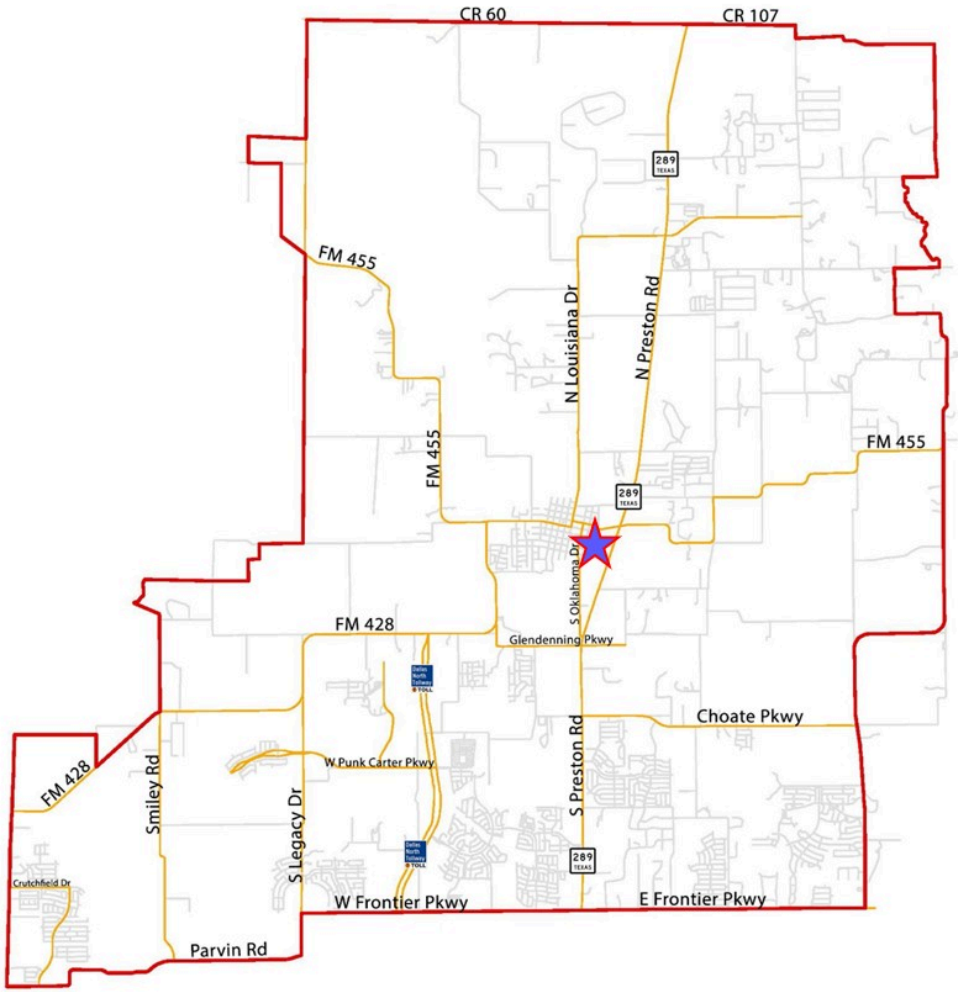
Parks Admin
Ousley Park
Design Amendment

March 10, 2026

Kimberly Brawner, P.E., PTOE

Assistant City Manager

Location Map



Background

- September 2024 - City Council approved the original Parkhill Design Agreement.
- December 2024 - Parkhill Amendment 1 for park survey
- January 2025 - Council approved the final design of the parks administration building and Parkhill Amendment 2 to evaluate master plan options and impact to Parks Admin
- June 2025 - GMP 1 for $6,197,824 awarded to Crossland. Parkhill Amendment 3 was executed to develop fire lane options.
- July 2025 - Presentation to city council to select final fire lane option
- October 2026 - Projected completion of Parks Admin

Scope of Work

- Design of fire lane around parks admin
- Coordination of utility relocation
- Coordinate construction of fire lane with Ousley Park Stream Restoration
- Revised Landscape Design



Proposed Fire Lane





Fee Summary

A | Original Contract: $848,749.00

B | Amendment 1: $22,500.00 - Survey

C | Amendment 2: $12,500.00 - Master plan options

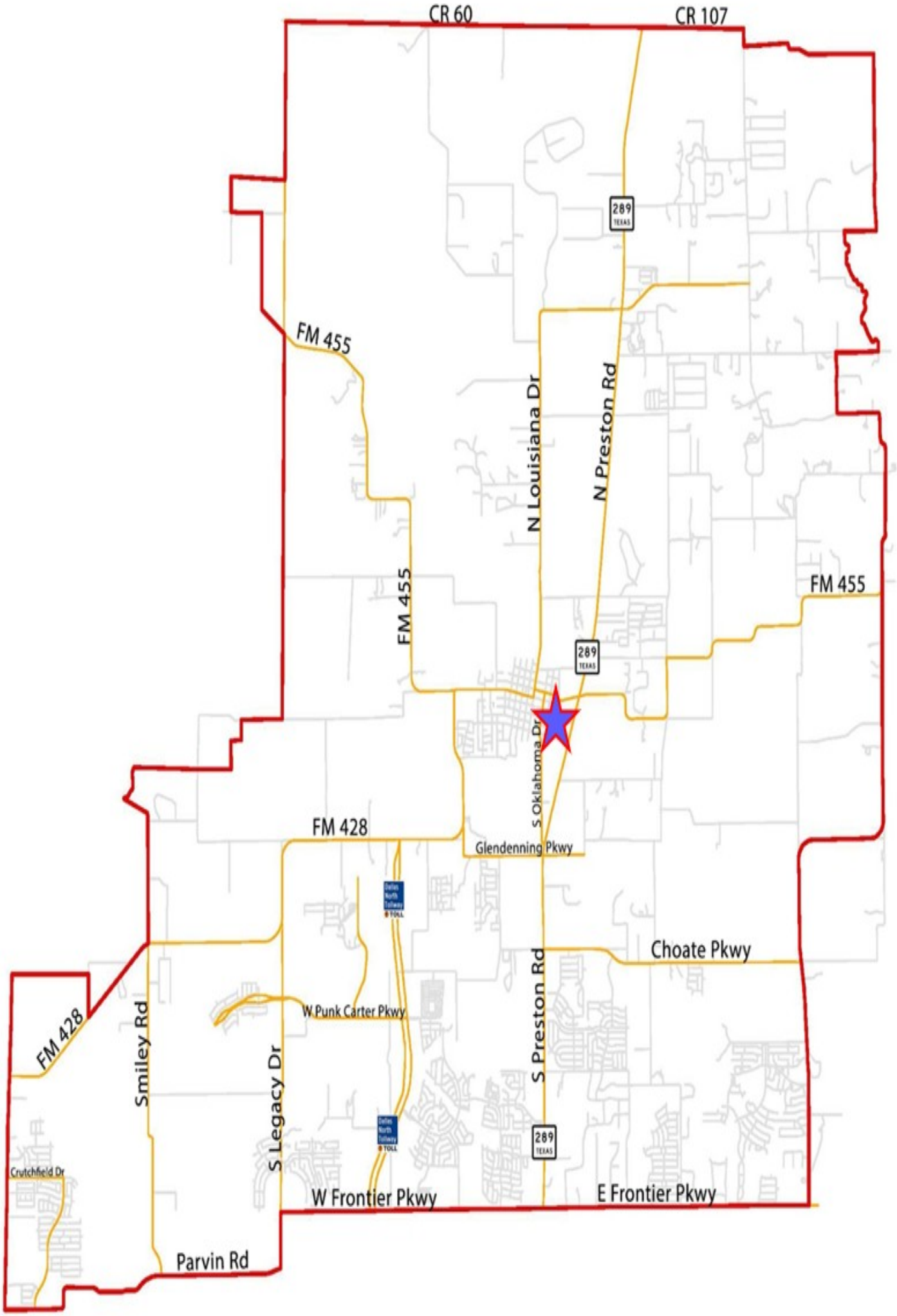
D | Amendment 3: $30,000.00 - Fire lane options

E | **Amendment 4: $93,220.00**

F | Total Amended Contract Price: $1,006,969.00



Questions?


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

AMENDMENT TO CONTRACT

Parks Administration Building
PROJECT # RFQ 2023-051

Amendment 004

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (Owner) and Parkhill (Provider) for Professional Architectural & Engineering Services (Services), The Owner and the Provider hereby agree as follows:

AGREEMENT

Amendment 4 modifies the following conditions of the original contract.

a. Article 4: Scope of Work –

Parkhill (A/E) will provide additional professional design services for the Celina Parks Administration Building Project. The following is included in the additional scope:

Fire Lane Design Services
Parkhill (A/E) to finalize the approved design solution as seen in Exhibit A for the fire lane to address the Fire Marshal's requests for the Parks Administration Building, which includes the following services:

A. CONSTRUCTION DOCUMENT SERVICES
A/E will provide Construction Documents based on approved Design Development Documents and an updated Project Budget. The Construction Documents will be based on the use of AIA A201-2017 General Conditions of the Contract for Construction and will include requirements for construction, drawings and specifications that establish, in detail, the quality level of systems and materials. A/E will assist CLIENT in the preparation of an AIA construction contract between the CLIENT and contractor, AIA A201-2017 General Conditions of the Contract for Construction and other standard AIA contract forms that may be required.

Deliverables:
- Code Sheets
- Site Plan/Details
- Details and Sections
- Specifications and Project Manual
- Review of an Opinion of Probable Cost Developed by the City's CMAR.

Excluded Services
Services specifically excluded from our scope of services include, but are not limited to, the following:
- Submittals or coordination with the United States Army Corps of Engineers.
- Architectural Drawings to convert the indoor training facility into a pavilion.
- Hydrologic or floodplain studies
- 3D Renderings
- Site Entitlement
- Surveys and Geotechnical Reports

- Off-site Utility Design
- Asbestos and Hazardous Materials Studies
- Third-party Independent Construction Inspection Services
- Full-time Construction Observation Services
- Preparation of Construction Documents for more than one bid package
- Phased Construction
- Fast-track Construction
- Construction Material Testing
- Texas Department of Health Demolition Notification
- Commissioning and Special Inspections
- Traffic Impact Analysis
- Furniture, Fixtures, and Equipment Planning and Documentation

b. Article 5: Compensation / Payment Terms and Conditions –
Compensation for these additional professional services to be based on a lump-sum amount of Ninety-Three Thousand Dollars Two Hundred Twenty Dollars and 00/100 ($93,220.00).

AMENDMENT

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

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

CITY OF CELINA	**PROVIDER**
	Kyle LaFerney
Printed Name & Title	Civic Practice Leader | Principal | Parkhill Printed Name & Title
Date	7/28/2025 Date

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Kimberly Brawner, Assistant City Manager
CC:
Date: March 10, 2026

Agenda Item:
Consider and act upon an Ordinance amending the Code of Ordinances, Chapter 12, Traffic and Vehicles, Article 12:03, Section 12:03:051 speed limits to add new school zones for Celina ISD and Prosper ISD. (Brawner)

Background Information:
In July 2020, the City of Celina created Ordinance No. 2020-45 to establish reduced-speed school zones. The proposed Ordinance amends Ordinance No. 2020-45, which is updated annually as new schools are constructed, or school zones are modified as attendance zones change.

Celina ISD will be adding a new middle school (Willard Middle School) located near the Cross Creek Meadows neighborhood. The school zones for the new campus will be on S Coit Road, Old Glendenning Road, and Dropseed Drive.

Prosper ISD will be adding a new middle school (Jim Bridges Middle School) located near Wellspring Estate neighborhood. The school zones for the new campus will be on Frontier Parkway, Mill Pond Drive, Arbor Vista Drive, Adon Springs Lane, River Bend Place and Fountain Park Drive.

Legal Review:
Ordinance has been previously reviewed and approved.

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

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.



School Zone Speed Limits Ordinance Update

03/10/2026

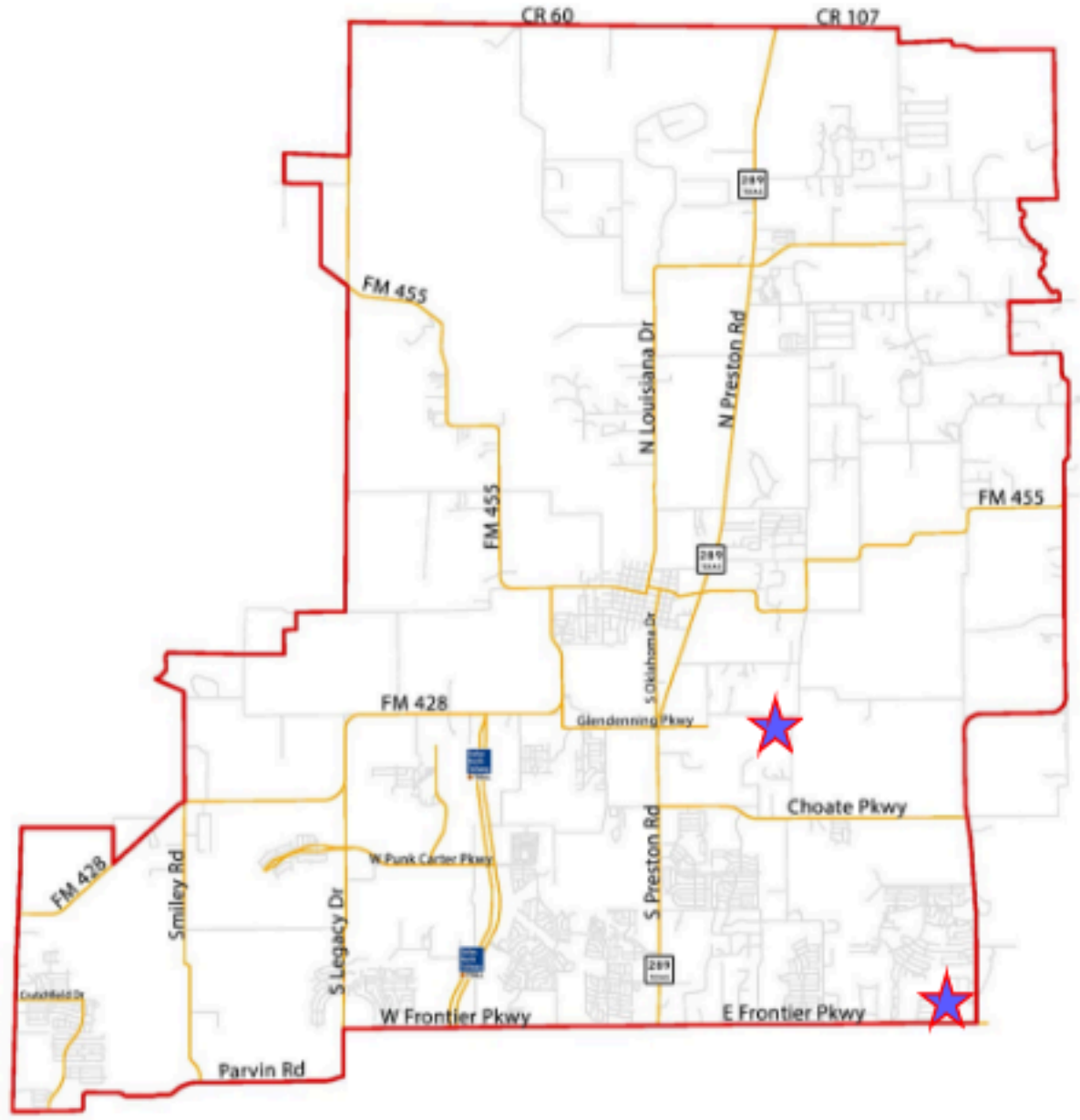
Kimberly Brawner, P.E., PTOE

Assistant City Manager

Location Map

Celina ISD - Willard Middle School

Prosper ISD - Jim Bridges Middle School



Background

- July 2020 - City of Celina created Ordinance No. 2020-45 to establish reduced-speed school zones.
- August 2025 - City council approved the amended ordinance.
- The city updates the ordinance annually to include new school zones.
- Two new schools will be operational in 2026.

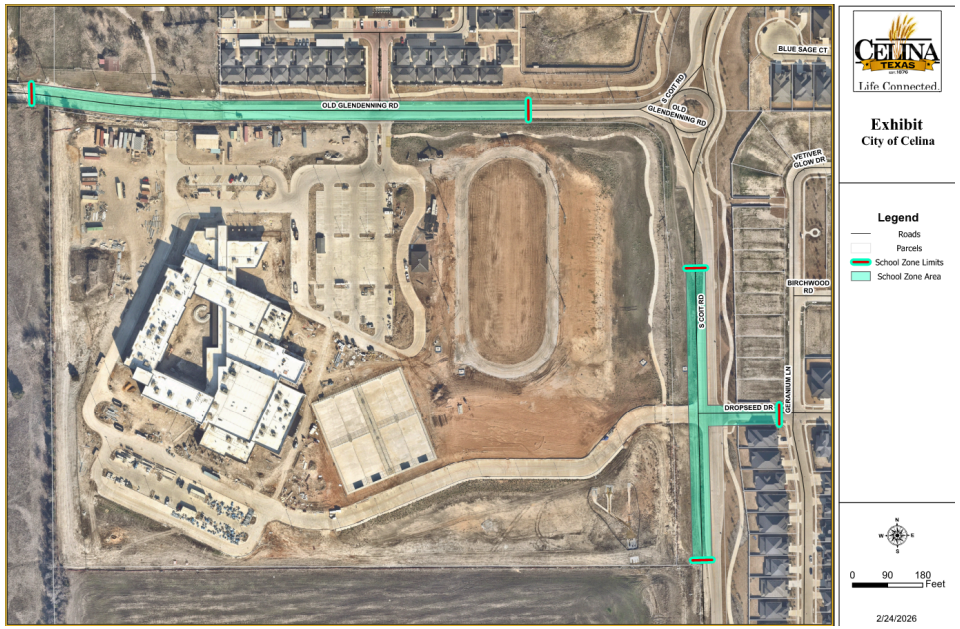
Scope of Work - Willard Middle School

A | Time Limit:

- AM Time: 7:55 - 8:55 AM
- PM Time: 3:50 - 4:50 PM

B | Streets:

- S Coit Road
- Old Glendenning Road
- Dropseed Drive



Scope of Work - Jim Bridges Middle School

A | Time Limit:

- AM Time: 7:35 - 8:35 AM
- PM Time: 3:25 - 4:25 PM

B | Streets:

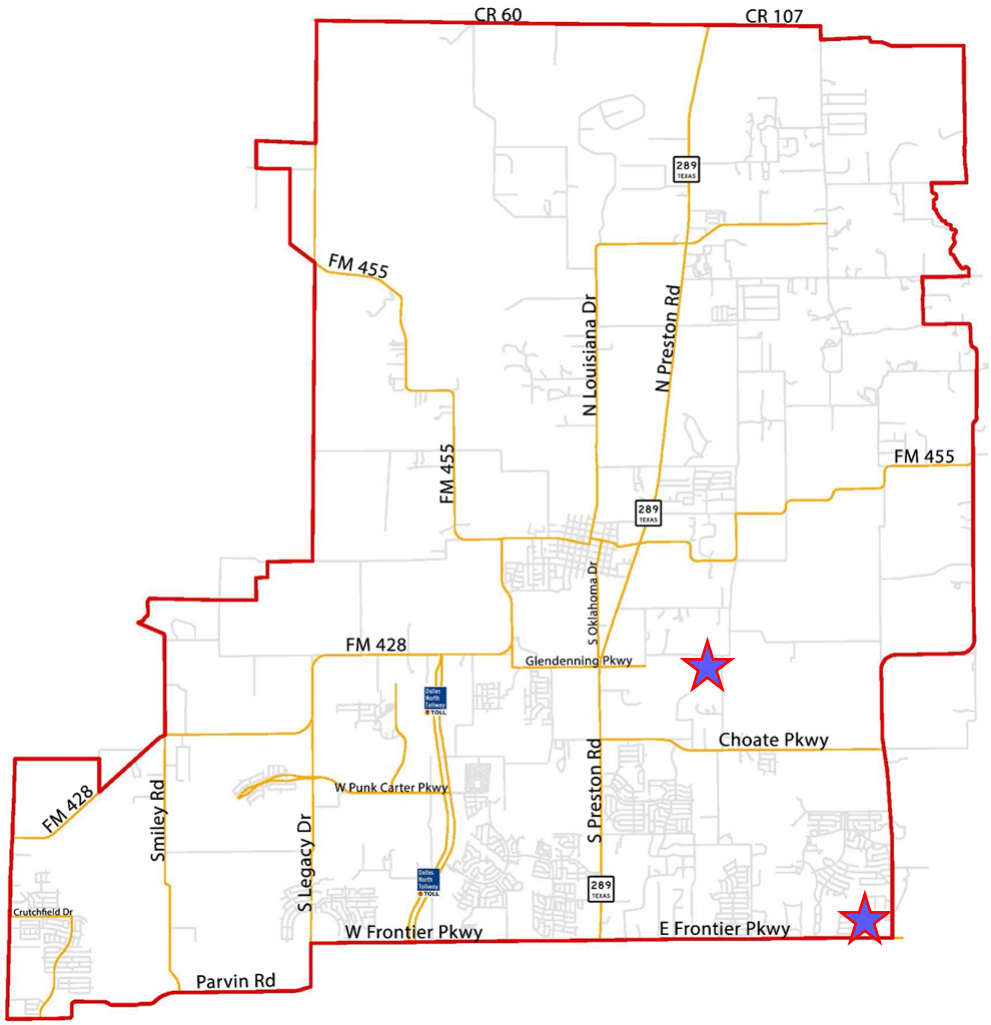
- Frontier Parkway
- Mill Pond Drive
- Arbor Vista Drive
- Adon Springs Lane
- River Bend Place
- Fountain Park Drive





Thank You!

LOCATION MAP



CITY OF CELINA, TEXAS

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CELINA CODE OF ORDINANCES, CHAPTER 12 "TRAFFIC AND VEHICLES", ARTICLE 12.03 "OPERATION OF VEHICLES", DIVISION 2 "TRAFFIC SCHEDULES", SECTION 12.03.051 "SPEED LIMITS", TO ADD A SCHOOL ZONE LOCATION FOR WILLARD MIDDLE SCHOOL AND JIM BRIDGES MIDDLE SCHOOL ; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING CUMULATIVE REPEALER, SAVINGS, AND SEVERABILITY CLAUSES; PROVIDING PENALTY; PROVIDING FOR PUBLICATION, ENGROSSMENT, AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Texas Local Government Code Section 51.001(1) provides that the governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule or police regulations that is for the good government, peace or order of the municipality and is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality; and

WHEREAS, the City Council of the City (the "City Council") has previously adopted Chapter 12 "Traffic and Vehicles", Article 12.03 "Operation of Vehicles", Division 2 "Traffic Schedules", Section 12.03.051 "Speed limits", Subsection 12.03.051(a) "School zones"; and

WHEREAS, Section 541.302(13) of the Texas Transportation Code defines a "school crossing zone" as a reduced-speed zone designated on a street by a local authority to facilitate safe crossing of the street by children going to or leaving a public or private elementary or secondary school during the time the reduced speed limit applies; and

WHEREAS, Section 545.356 of the Texas Transportation Code provides that whenever the governing body of a municipality shall determine upon the basis of an engineering and traffic investigation that any prima facie speed limit is unreasonable or unsafe on a street or portion thereof within the municipality, taking into consideration the width and condition of the pavement, the usual traffic at the affected area, and other circumstances, the governing body may alter by ordinance the prima facie speed limit established by State law and determine and declare a reasonable and safe prima facie speed limit upon that street or portion thereof; and

WHEREAS, due to the construction of a new schools, Willard Middle School and Jim Bridges Middle School , the City Council finds it necessary to provide for this additional school zone within the City, and has determined that the City's Code of Ordinances should be amended, and the City Council desires to amend Section 12.03.051(a) "School zones" for the addition of a school zones location for Willard Middle School and Jim Bridges Middle School ; and

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 interests of the City of Celina, Texas, and of the public health, safety and welfare.

SECTION 3. Amendment to Chapter 12. The Celina Code of Ordinances, Chapter 12 "Traffic and Vehicles"; Article 12.03 "Operation of Vehicles"; Division 2 "Traffic Schedules"; Section 12.03.051 "Speed limits"; subsection 12.03.051(a) "School zones", is hereby amended to read as provided in **Exhibit "A"**, attached hereto and incorporated herein for all purposes.

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 the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5. Savings Clause. All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions described herein or any other ordinance such provisions 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 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 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, or corporation who intentionally, knowingly or recklessly violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars ($500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving an intentional, knowing, reckless, or criminally negligent violation of any provision of this ordinance or Code of Ordinances, as amended hereby, governing public health shall be subject to a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense.

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 records of the City.

SECTION 9. Open Meeting. That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code.

SECTION 10. 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 _____ day of _____, 2026.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary
City of Celina, Texas

Exhibit A

Sec. 12.03.051 (a) School Zones

SCHOOL NAME	STREET NAME	DESCRIPTION	SCHOOL ZONE TIMES	SPEED	STATUS
Celina ISD					
Lykins Primary	Malone St	Malone St from Texas Dr to SH 289	6:50 AM to 7:50 AM 2:40 PM to 3:40 PM	20 mph	Existing
	Texas Drive	Texas Dr from Maple St to Malone St			
Celina Sixth Grade & Celina Junior High	Pecan St	From Preston Rd (SH 289) to New Mexico Dr	6:50 AM to 7:50 AM 2:40 PM to 3:40 PM	20 mph	
Lykins Elementary	Sunset Blvd	From 250 ft west of Tolleson Dr to S Utah Dr	7:00 AM to 8:00 AM 2:50 PM to 3:50 PM	20 mph	
	S Arizona Dr	From W Ash Street to W Cedar Street			
	S Georgia Dr	From W Ash Street to W Cedar Street			
	W Cedar St	From S. Arizona Dr to S. Utah Dr			
	S Utah Dr	From Ash St to Sunset Blvd			
Tommie Dobie Bothwell Elementary	Coventry Drive	From 60 ft south Carisbrooke Street to 70 ft east of Ravens Circle			
	Huddleston Drive	From 300 ft noth Coventry Drive to Carisbrooke Street			
Bobby Ray and Afton Martin Elementary	G.A. Moore Pkwy (CR 99)	From 1654 ft east of the intersection of G.A. Moore Pkwy (CR 99) and Louisiana Dr (BUS 289)	7:00 AM to 8:00 AM 2:50 PM to 3:50 PM	20 mph	
	N Louisiana Dr (BUS 289)	From 400 ft south of G.A. Moore Pkwy (CR 99) to 1600 ft north of G.A. Moore Pkwy (CR 99)		35 MPH	
Margie Moore Vasquez Elementary	Sunset Blvd	From 200 ft west of Roaseland Pkwy to 200' east of Big Bend Ln	7:00 AM to 8:00 AM 2:50 PM to 3:50 PM	20 mph	
	Roseland Pkwy	From 200 ft south of Sunset Blvd to 200 ft north of Big Bend Ln			
	Big Bend Ln	From Sunset Blvd to Roseland Pkwy			
Jerry and Linda Moore Middle School	G.A. Moore Pkwy (CR 99)	From 1654 ft east of the intersection of G.A. Moore Pkwy (CR 99) and Louisiana Dr (BUS 289)	7:55 AM to 8:55 AM 3:50 PM to 4:50 PM	20 mph	
	N Louisiana Dr (BUS 289)	From 400 ft south of G.A. Moore Pkwy (CR 99) to 1600 ft north of G.A. Moore Pkwy (CR 99)		35 mph	
O'Dell Elementary	Punk Carter Pkwy	From 700 ft east of the intersection with Palomino Ln to Indigo Ln	7:00 AM to 8:00 AM 2:50 PM to 3:50 PM	20 mph	
	Monarch Ln	From Berry St to Field St			
	Berry St	From Lawndale St to 100 east of Monarch Ln			
Willard Middle School	Old Glendenning Rd	From 1644 feet west of S Coit Rd to 145 feet west of S Coit Rd	7:55 AM to 8:55 AM 3:50 PM to 4:50 PM	20 mph	New
	S Coit Road	From 330 feet south of Dropseed Dr to 320 feet north of of Dropseed Dr			
	Dropseed Dr	From Geranium Ln to S Coit Rd			
Prosper ISD					
Boyer Elementary	Bridgewater Blvd	From Frontier Pkwy to Montgomery Ln	7:05 AM to 8:05 AM 2:55 PM to 3:55 PM	20 mph	Existing
Light Farms Elementary	Cypress Creek Way	From Light Farms Way to Langley Drive	7:05 AM to 8:05 AM 2:55 PM to 3:55 PM	20 mph	
	Light Farms Way	From Cypress Creek Way to Wildrye Ridge			
	Water View Trail	From Carmel Road to 300 feet south of Roseland Pkwy	7:05 AM to 8:05 AM		
	Roseland Pkwy	From 1000 feet south of Waterview Trail to Waterview Trail			

Sam Johnson Elementary	Roseland Pkwy	From 700 feet west of Waterview Trail to 1500 feet west of Waterview Trail	2:55 PM to 3:55 PM	20 mph	
Lilyana Elementary	Coit Road (CR 83)	From 260 feet south of Marigold Lane to 265 feet north of Daisy Corner Drive	7:05 AM to 8:05 AM 2:55 PM to 3:55 PM	20 mph	Existing
	Daisy Corner Drive	From 60 feet east of Marigold Lane to Coit Road (CR 83)			
	Marigold Lane	From Coit Road (CR 83) to Daisy Corner Drive			
Dan Christie Elementary	Ballenger Road	From FM 1385 to Alcott Lane	7:05 AM to 8:05 AM 2:55 PM to 3:55 PM	20 mph	
	Crutchfield Road	From FM 1385 to 170 feet east of Boleyn Avenue			
Smothermon Elementary	Sunrise Ln	From 180 feet west of W Frontier Pkwy to 120 ft west of Meader Way	7:05 AM to 8:05 AM 2:55 PM to 3:55 PM	20 mph	Existing
	Meander Way	From 100 feet west Lamplights Dr to 100 feet south of Sunrise Ln			
	Lamplights Dr	From Willow Bough Ln to Meader Way			
	Trellis Dr	65 feet west of Lamplights Dr			
	Impression Ln	65 feet south of Sunrise Ln			
	Cordwood Dr	65 feet south of Sunrise Ln			
Jim Bridges Middle School	Frontier Pkwy (FM 1461)	From 85 feet west of Mill Pond Dr to 324 feet west of Custer Rd (FM 2478)	7:35 AM to 8:35 AM 3:25 PM to 4:25 PM	35 mph	New
	Mill Pond Dr	From 150 feet north of Adon Springs Ln to 70 feet south of Frontier	7:35 AM to 8:35 AM 3:25 PM to 4:25 PM	20 mph	
	Fountain Park Dr	From 200 feet west of Mill Pond Dr			
	River Bend Pl	From 200 feet west of Mill Pond Dr			
	Adon Springs Ln	From 200 feet west of Mill Pond Dr			
	Arbor Vista Dr	From 150 feet east of Mill Pond Dr			

Life Connected.

Finance (Purchasing)
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: March 10, 2026

Agenda Item:
Review and acceptance of the Quarterly Investment Report for the period ended December 31, 2025. (Bromiley)

Background Information:
The City of Celina Investment Policy requires that the Investment Officer for the City provide the City Council a quarterly investment report. This quarterly report provides an overview of the City's investment activity for the period of October 1, 2025 - December 31, 2025, in accordance with the Texas Public Funds Investment Act (PFIA).

Investment Overview:
The City's investments for the quarter were primarily held in two investment vehicles:

- TexPool Local Government Investment Pool (LGIP): A highly liquid and low-risk investment pool available to Texas local governments.

- Local Depository Bank Account: The City maintains funds in a local bank account for short-term liquidity needs.

Total Interest Earned:
- The total interest earned during the 1st quarter of Fiscal Year 2026 (October - December 2025) was $5,375,578.

Weighted Average Yield on Investments:
- The City's weighted average yield for the majority of its investments averaged 3.77%, which reflects the City's investment strategy focused on maximizing yield within the scope of safety and liquidity.

Compliance with Investment Policy:

- The City's investment policy, originally adopted by City Council in December 2025, continues to be followed diligently, ensuring full compliance with the Public Funds Investment Act (PFIA) and all other applicable regulatory requirements.
- The designated Investment Officer, Robin Bromiley, completed the required training course on public funds investment management as mandated by the PFIA.
- The City's investment portfolio is appropriately diversified to manage risk, maintain liquidity, and provide competitive returns. At no point during the quarter did the City invest in any prohibited securities.

Legal Review:

N/A

Supporting Documents:

1. Staff Presentation
2. FY 26 Q1 Investment Report - OCT - DEC 2025

Financial Consideration:

Provides a summary of investments for the City of Celina for the period ended December 31, 2025.

Staff Recommendation:

Staff recommeds approval.



CITY COUNCIL MEETING

Quarterly Investment Report

First Quarter FY2026

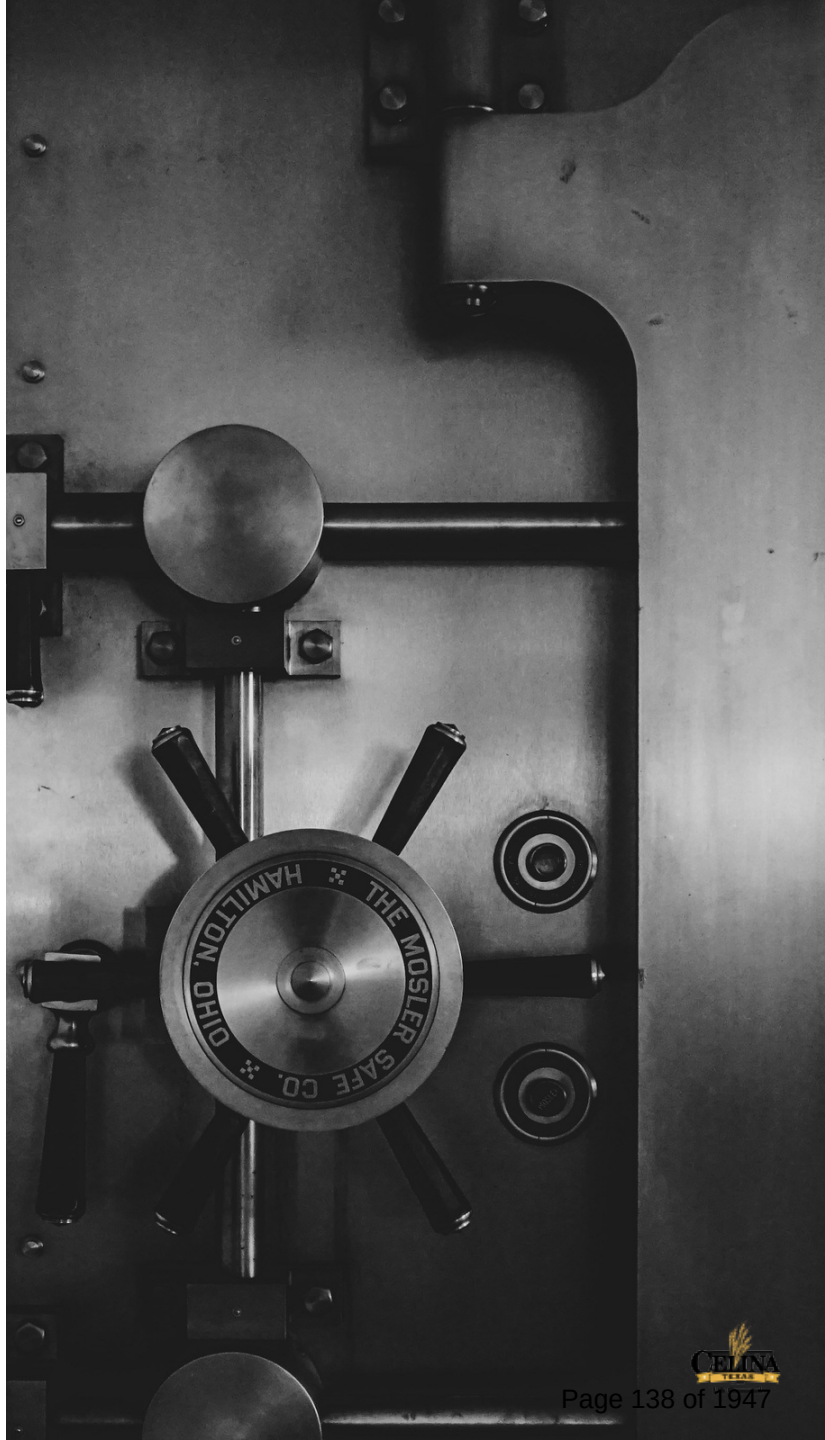
(October 2025- December 2025)

March 10, 2026

Quarterly Investment Report

The City of Celina Investment Policy requires that the Investment Officer for the City provide the City Council a quarterly investment report.

This quarterly report provides an overview of the City's investment activity for the period of October 1, 2025 - December 31, 2025, in accordance with the Texas Public Funds Investment Act (PFIA).





Investment Report Background

This report is prepared and submitted by the Finance Department in accordance with the Texas Public Funds Investment Act (Government Code §2256.023).

It has been signed by all designated investment officers, certifying that the portfolio remains in full compliance with the City's formally adopted investment strategy and state law.

Report Overview

Investment Overview:
The City's investments for the quarter were primarily held in two investment vehicles:

- TexPool Local Government Investment Pool (LGIP): A highly liquid and low-risk investment pool available to Texas local governments.

- Local Depository Bank Account: The City maintains funds in a local bank account for short-term liquidity needs.

Total Interest Earned:
- The total interest earned during the 1st quarter of Fiscal Year 2026 (October - December 2025) was $5,375,578.

Weighted Average Yield on Investments:
- The City's weighted average yield for the majority of its investments averaged 3.77%, which reflects the City's investment strategy focused on maximizing yield within the scope of safety and liquidity.



Questions?

City of Celina
Quarterly Report
Quarter Ending: **12/31/2025**

Listing by Maturity Date			9/30/2025			12/31/2025			
Investment	Institution	Account	Beginning	Interest Earned	Other Transactions	Ending	% of Total Portfolio	Unrealized G/L	Interest Rate ***
Public Fund Now Acct	Independence Bk	#0052 GF MMA	$ 190,384	$ 1,877	$ (1,510)	$ 190,751	0.0%	0	4.00%
					$ (1,510)	*Permits and Court CC Fees*			
Public Fund Now Acct	Independence Bk	#1532 WS MMA	$ 25,171,574	$ 249,633	$ (875)	$ 25,420,332	4.7%	0	4.00%
					$ (875)	*Utility Payment CC Fees*			
Public Fund Now Acct	Independence Bk	#8142 Pooled Cash 998	$ 275,437,707	$ 2,612,923	$ (16,928,424)	$ 261,122,206	48.4%	0	4.00%
					$ 4,626,550	*Property Taxes*			
					$ 2,955,719	*Sales Taxes (Net received/paid)*			
					$ 12,972,956	*Utility Payments*			
					$ (158,606)	*Utility Refunds*			
					$ 15,096,325	*Permits*			
					$ 94,508	*Court*			
					$ 9,831,792	*Other revenues*			
					$ (12,958,753)	*Other -Payables*			
					$ (2,820,510)	*UTRWD Water/Wastewater*			
					$ (9,786,397)	*Payroll*			
					$ (36,782,009)	*CIP*			
Public Fund Now Acct	Independence Bk	#0258 Old Acct	$ 44,379	$ 440	$ -	$ 44,819	0.0%	0	4.00%
Public Fund Now Acct	Independence Bk	#4191 Forfeiture	$ 236,846	$ 2,582	$ 27,892	$ 267,320	0.0%	0	4.00%
					$ 27,892	*Property Seizure*			
Public Fund Now Acct	Independence Bk	#9907 I&S Fund	$ 45,749,735	$ 463,631	$ 3,815,495	$ 50,028,861	9.3%	0	4.00%
					$ 3,815,495	*Property Taxes - I/S*			
Pooled	TexPool Prime**	#0007 GenFund 590	$ 65,493,737	$ 682,215	$ -	$ 66,175,952	12.3%	0	3.46%
Pooled	TexPool**	#0007 GenFund Acct (1)	$ 135,143,150	$ 1,362,238	$ -	$ 136,505,389	25.3%	0	3.35%
Pooled	TexPool**	#0006 W&S Acct	$ 3,905	$ 39	$ -	$ 3,945	0.0%	0	3.35%
		Total	$ 547,471,418	$ 5,375,578	$ (13,087,421)	$ 539,759,575	100.0% avg		
									WAM

** All investments are in interest bearing accounts with terms of same day cash available upon demand.*

***TexPool WAM 30 days as of 12/31/2025 (https://www.texpool.com/texPool/pools/historical-monthly-average-performance/investment-pools/texpool.do). Maximum allowed is 100%.*

**** Three Month Average Interest Rate per SouthState's Bank Statements .*

The City of Celina's investment portfolio is in compliance with the State Law and the investment strategy and policy approved by the City Council.

Robin Bromiley 03/10/2026

Robin Bromiley, Director of Finance/Investment Officer *Date*

Economic Summary – Q4 2025

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The federal government was shuttered for nearly half of the fourth quarter, delaying traditional economic data releases and forcing analysts to rely on less familiar private sector growth and employment measures. Within these measures, Fed officials focused on deteriorating labor conditions, voting to lower the overnight funds rate in both October and December. This, despite the economy accelerating in the second half of the year while consumer inflation remained frustratingly above the Fed target.

Advances in artificial intelligence and favorable tax treatment should fuel business growth in 2026, while potentially reducing labor demands. The new year brings a change in Fed leadership, along with likely challenges to central bank independence. We expect the FOMC, influenced by the president and a new chairman, will cut rates more aggressively than the December "dot plot" had indicated.

Overview

Investment in A.I. infrastructure was a primary engine of GDP growth in the first six months of 2025, while personal consumption posted its weakest back-to back quarters since late 2022. Consumer spending seemed to improve by late summer/early fall, but confirmation of this apparent rebound was delayed.

On the first day of the last quarter of 2025, all non-essential operations of the federal government were abruptly closed as the nation's increasingly-polarized political parties failed to reach an agreement to fund the new fiscal year. As the days stretched into weeks, economists speculated over the degree of impact on Q4 GDP growth. Near the end of October, the Congressional Budget Office (CBO) reported the shutdown would reduce annualized fourth quarter growth by 1.0 to 2.0 percentage points. Surprisingly, the pain associated with what would become the longest government closure in history never really materialized.

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The majority of Americans felt little inconvenience. The hardships were concentrated in isolated pockets. The millions of unpaid federal workers included essential air traffic controllers and TSA agents, contributing to thousands of flight delays and cancelations across the nation, but Americans adjusted. At the same time, SNAP funding expired in November. This was a bigger concern. The idea of low income Americans suddenly having little means to feed themselves probably expedited the uneasy truce that ended the record 43-day shutdown.

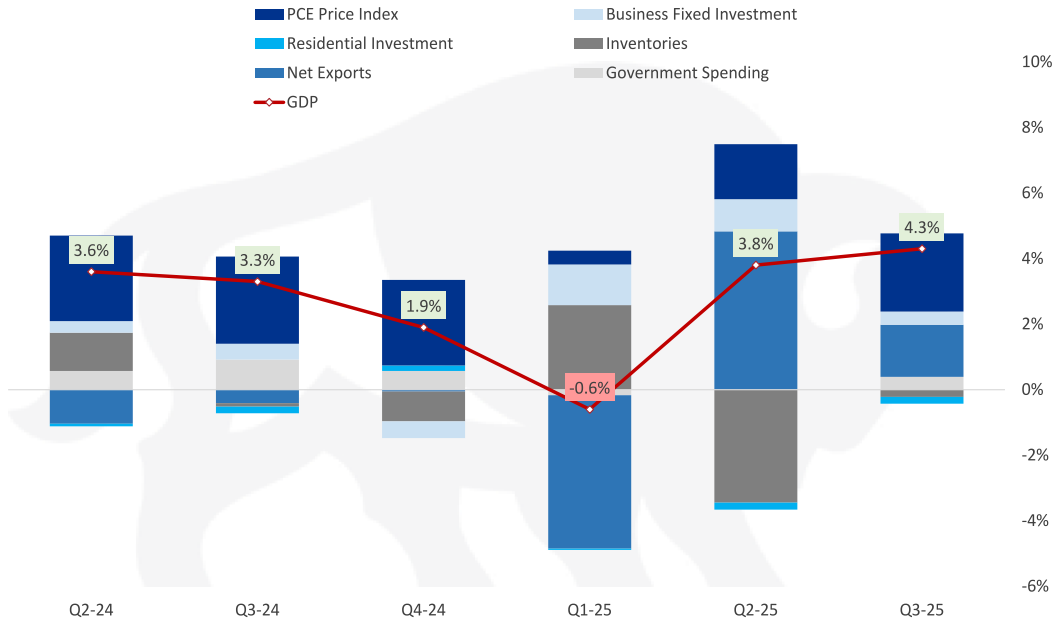
The overall effect on the economy was considerably less negative than the dire predictions had suggested. Remarkably, while much of the federal government was shuttered, the equity markets reached fresh record highs as major U.S. tech companies continued to announce A.I. infrastructure plans. The recession drumbeat that accelerated with the "Liberation Day" tariff announcement in April continued to fade, and the near term outlook drew cautiously upbeat.

While much of the federal government was shuttered, the equity markets reached fresh record highs as major U.S. tech companies continued to announce A.I. infrastructure plans.

Please see disclosure starting on page 9

The temporary closure of the Bureau of Labor Statistics (BLS) and Bureau of Economic Analysis (BEA), among others, made it challenging to gauge current conditions by traditional measures. The advance estimate of third quarter GDP, originally scheduled for release on October 30, was canceled. The preliminary estimate of Q3 2025 GDP was finally released on December 23 with a surprisingly strong +4.3% reading.

Gross Domestic Product (Quarter-over-Quarter Annualized Percent Change)



Source: Bureau of Economic Analysis

Although business investment slowed from the breakneck speed of the first half, improved consumer spending and a surge in net exports picked up the slack.

Although business investment slowed from the breakneck speed of the first half, improved consumer spending and a surge in net exports picked up the slack. For perspective, the Bloomberg economist survey *taken in mid-April*, had shown an average Q3 GDP forecast of just +0.7%.

The 82 economists polled in April clearly overestimated the negative tariff effect, while underestimating the ongoing resilience of American consumers as well as company fears of missing out on the rapidly-evolving A.I. technology gambit.

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Although Open AI released ChatGPT three years ago, A.I. chatbots only recently exploded onto the public consciousness. ChatGPT, now one of many, tripled its weekly active users to 900 million in 2025 (Demand Sage, Dec. 2025). The early, and hopeful, expectation was that A.I. technology would be a net positive for the labor market; however, one of the troubling economic themes for the third and fourth quarters was rising unemployment.

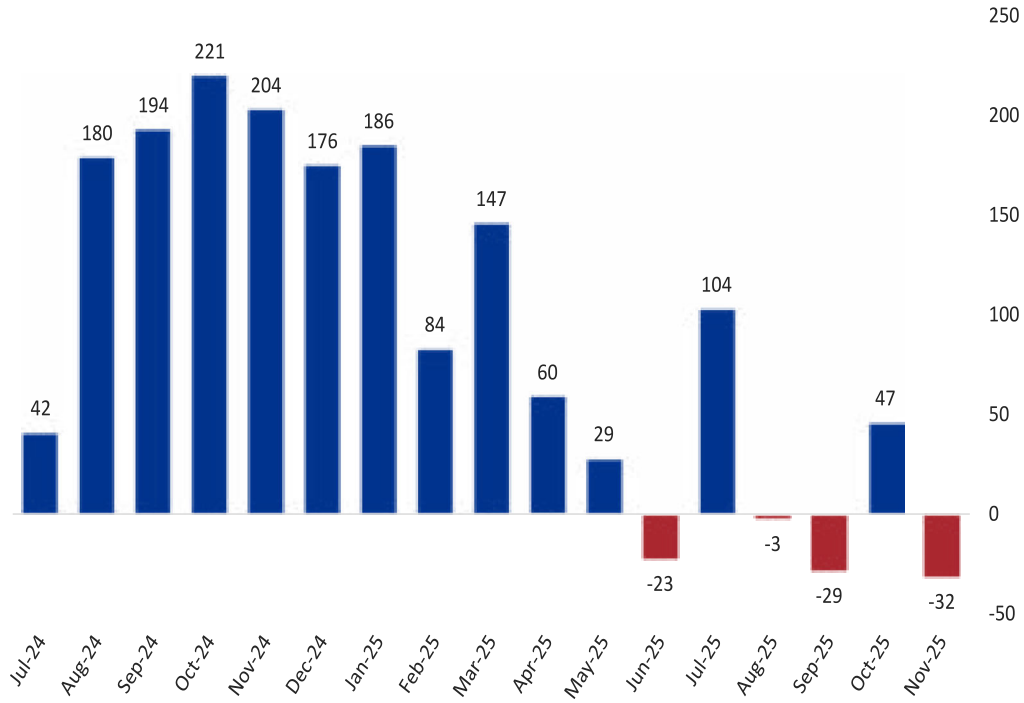
A 60% drop in net immigration (San Francisco Fed, Nov. 2025) has reportedly pushed the breakeven job growth required to maintain the current unemployment rate down from approximately +155k per month to 32k-82k, depending on the immigration scenario (St Louis Fed, Aug. 2025). The fact that 1.6 million fewer immigrants seeking work didn't push unemployment lower, and +4.3% GDP growth failed to boost company payrolls

suggests technology is reducing labor demand. The GDP/jobs disconnect also indicates that recent growth is concentrated in capital-intensive sectors of the economy capable of increasing output with fewer workers.

Employment

The BLS released the August employment report on September 5, while the September report was ultimately delayed until November 20. During those 76 days, investors sought other sources. With few exceptions, this alternate jobs data signaled mounting labor market weakness. ADP reported private-sector payrolls fell by -32k in November, matching September with the largest monthly decline in payrolls since early 2023.

ADP Payrolls Total Change (in thousands)



ADP reported private-sector payrolls fell by -32k in November, matching September with the largest monthly decline in payrolls since early 2023.

Source: Automatic Data Processing, Inc / Bloomberg

Details within the report indicated small businesses with fewer than 50 employees shed -120k jobs in November, the steepest single-month drop since May 2020.

Announced job cuts in the October Challenger, Gray & Christmas report showed more than 153k planned layoffs, a 175% year-over-year increase and the highest for any October in 20 years.

Announced job cuts in the October Challenger, Gray & Christmas report showed more than 153k planned layoffs, a 175% year-over-year increase and *the highest for any October in 20 years*. The most commonly cited reasons given for the layoffs were cost-cutting (32.9%) …*and artificial intelligence* (20.3%). The November report wasn't as dramatic, but another 71k planned job cuts brought the 2025 total to 1.17 million, a 54% year-over-year increase and *the highest since 2020*.

Revelio Labs, considered to be well-correlated with the BLS, reported back-to-back payroll losses for October and November and a total of -50k fewer jobs for the seven-

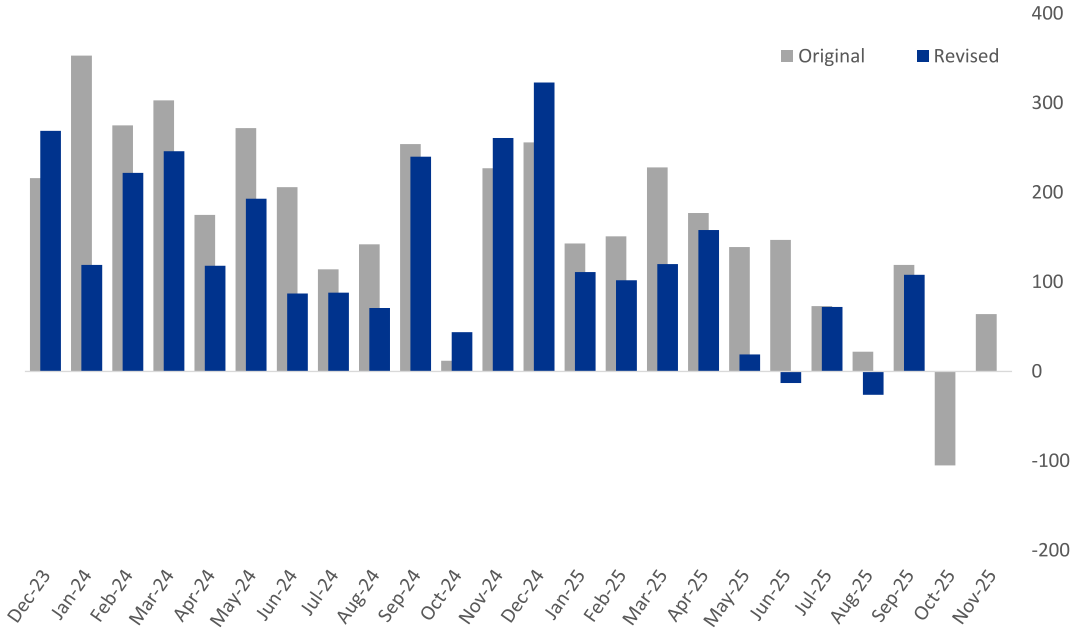
month period ending in November, a sharp decline from the +240k jobs added during the first four months of the year.

By the time the BLS was operational and the (admittedly stale) September employment report was finally released on November 20, the markets were fully braced for bad news. The good news was that the headline numbers were better than expected. The underlying numbers …*not so much.*

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According to the Bureau of Labor Statistics, U.S. companies added +119k payroll jobs in September, more than doubling the median forecast. Prior month revisions subtracted -33k, with the previously-reported +22k August gain turning into a -4k loss.

Non-Farm Payrolls Total Change (in thousands)



Source: Bureau of Labor Statistics

The result was a big month-over-month increase, which *suggested* improvement. However, joblessness worsened, as +470k Americans entered the labor force in September while just +251k found work, nudging the unemployment rate up from 4.3% to 4.4%. One quarter of these unemployed workers, representing 1.9 million Americans, were college graduates, the highest percentage since BLS tracking began in 1992.

The headline unemployment rate rose from 4.4% to 4.6% in November, partly reflecting the absence of an October household survey, but also signaling a wide-spread cooling in labor demand.

The combined October–November jobs report was finally released on December 19. A largely-anticipated decline in federal workers was responsible for a -105k drop in October payrolls, but the November job count climbed by a better-than-expected +64k.

At the same time, the headline unemployment rate rose from 4.4% to 4.6% in November, partly reflecting the absence of an October household survey, but also signaling *a wide-spread cooling in labor demand*.

November unemployment was the highest in over four years, but this common measure only considers people who have actively sought work in the past 30 days. The broader

"underemployment rate," which includes Americans working part-time because full-time work wasn't available, as well as those who'd like a job but are not currently searching, jumped from 8.0% to 8.7%.

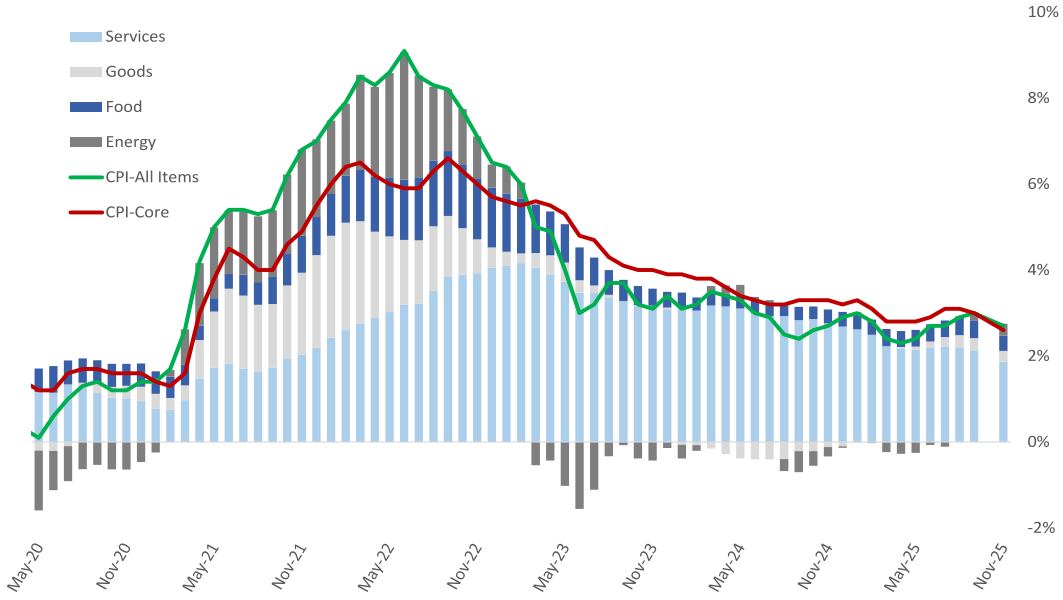
Inflation

The optics of a sharp rise in unemployment, even as the overall economy accelerates, is seen as a problem for the Trump Administration. Unfortunately, Fed officials are reluctant to reduce rates further when inflation remains elevated. The lack of government data didn't preclude Fed officials from a precautionary cut in late October, and the November CPI report, released on the morning of the December FOMC meeting, was accommodative enough to allow another reduction.

The optics of a sharp rise in unemployment, even as the overall economy accelerates, is seen as a problem for the Trump Administration. Unfortunately, Fed officials are reluctant to reduce rates further when inflation remains elevated.

Because the Bureau of Labor Statistics (BLS) was shuttered during the entire month of October, price data was never collected. As a result, the November report only included year-over-year changes. The annual pace of headline CPI, expected to rise slightly, unexpectedly fell from +3.0% in September to +2.7% in November, matching a five-month low, while core CPI dropped from +3.0% to +2.6%, *the lowest since March 2021*.

Consumer Price Index (Year-over-Year Percent Change)



Source: Bureau of Labor Statistics

The lowest forecast of core CPI in a Bloomberg survey of 62 economists was +2.8%, 0.2 percentage points above the actual number. The primary reason for the apparent cooling of consumer prices was shelter costs. Housing, representing about 35% of the overall CPI and roughly 45% of the core, climbed a puzzling +0.18% from September. It was the lowest two-month change since the pandemic shutdown in April-May 2020 and an abrupt decline from the +0.64% two-month change in the prior report. Although annualized shelter costs have been falling steadily since April 2023, analysts determined the missing October price data resulted in underreporting of prices in November.

Although annualized shelter costs have been falling steadily since April 2023, analysts determined the missing October price data resulted in underreporting of prices in November.

December CPI will likely adjust to reflect slightly higher prices, but the inflation rate will still be much tamer than expected six months ago. This is obviously a positive, unless you expected prices *to fall*, and many Americans did. Affordability (or the lack thereof) has become an issue, and a majority of consumers are unhappy.

The Consumer

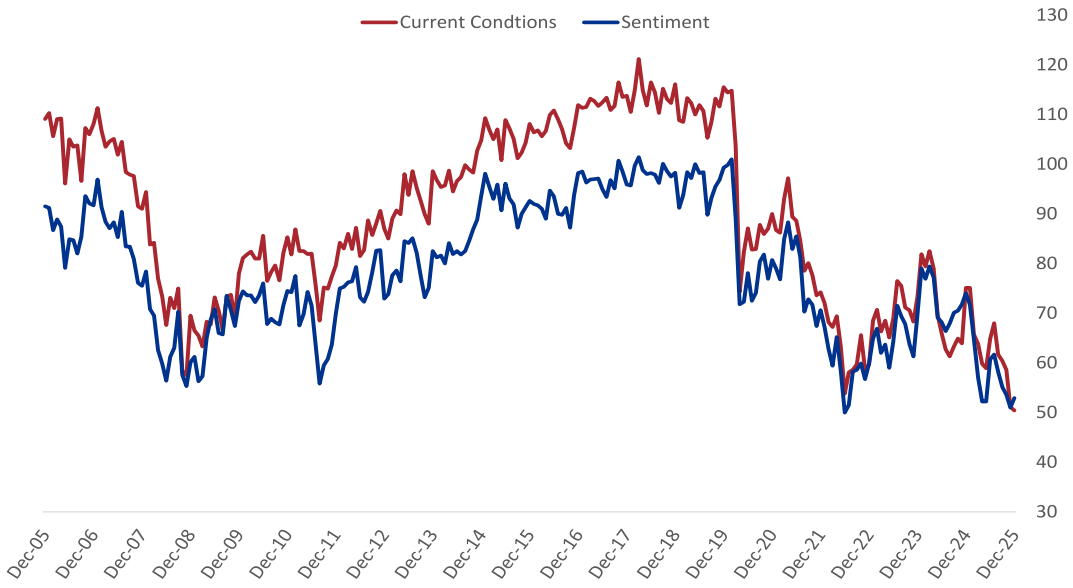
In the December Harris poll, conducted for *The Guardian*, 45% of Americans believe their financial security is getting worse compared to just 20% who believe it's getting better. The same poll reveals 57% of Americans believe the US economy is currently *in recession*, up 11% from a similar poll conducted back in February. This is particularly hard to reconcile with the recently reported +4.3% third quarter GDP growth, but it's consistent with other gloomy consumer polling.

In the December Harris poll, conducted for The Guardian, 45% of Americans believe their financial security is getting worse compared to just 20% who believe it's getting better.

A December CBS News poll showed 7 of 10 Americans are struggling to pay for food, housing and health care, validating the claim that affordability is a widespread issue and reiterating the notion of a k-shaped recovery.

The University of Michigan's monthly survey of U.S. consumers was abysmal in November and improved only slightly in December, with the Index of Consumer Sentiment hovering *near the lowest in survey history.*

University of Michigan's Survey of Consumers



Source: University of Michigan

The current conditions sub-index did reach an all-time low in November and continued to a fresh low in December. On a similar note, the Conference Board's consumer confidence measure fell for the fifth straight month, with the 89.1 December reading well below the 109.5 mark from a year earlier.

Overall confidence may be waning, but the top 10% of U.S. earners feel fine, continuing to drive nearly half of national spending.

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October retail sales, delayed a month, appeared tepid, coming in just below the median forecast at +0.1%, but eight of 13 categories posted increases. A huge -1.6% drop in vehicle sales, reflecting the September expiration of the federal EV tax credit, extracted 0.3 percentage points from the headline. The other major category weighing to the downside was gasoline station sales as lower pump prices reduced receipts.

Control group sales, which exclude sales at auto dealerships and gas stations, as well as food service establishments and building materials stores, and are used in calculating GDP, rose +0.8%, well above the +0.4% forecast. Thus, the weak headline masked a quite respectable core sales gain which suggests third quarter momentum carried forward into the fourth quarter.

On October 30, with limited economic information, the FOMC cut a precautionary quarter-point. Then on December 17, the committee voted to lower the overnight target rate (for the third straight meeting) . . . by another quarter point to a new range of 3.50% to 3.75%; now down 175 basis points from just 15 months earlier.

The Fed

On October 30, with limited economic information, the FOMC cut a precautionary quarter point. Then on December 17, the committee voted to lower the overnight target rate (for the third straight meeting) . . . by another quarter point to a new range of 3.50% to 3.75%; *now down 175 basis points from just 15 months earlier.*

The December move was fully expected by the morning of the meeting. It was surprising that just two committee members voted to hold steady, although the updated dot plot indicated four of the seven non-voting regional Fed presidents also favored no change. A third dissent was for a larger 50 bp reduction.

Fed Chairman Jerome Powell's term expires in May and speculation on who will replace him has continued to evolve. When the quarter began, it looked as though White House National Economic Council Director Kevin Hassett would fill the vacancy, but that trial ballon has since deflated, opening the door for former Fed governor Kevin Warsh and more recently, current Fed Governor Chris Waller.

Trump's decision on a new Chairman, subject to congressional approval, is now expected to be announced in January. In early December, the Fed Board of Governors voted unanimously to reappoint all of its remaining regional bank presidents for another five-year term. The somewhat unexpected announcement came about 11 weeks before the February 28, 2026 term expiration date and appears to be a referendum on the Fed's intent to maintain its independence despite pressure from White House officials.

The new Fed Chairman and composition of the FOMC is expected to have a considerable market impact in 2026.

The yield curve steepened dramatically during the quarter as rate cuts dragged short yields lower, while longer yields moved higher as investors weighed inflation expectations, the implications of soaring national debt and future Fed integrity.

The Financial Markets

The yield curve steepened dramatically during the quarter as rate cuts dragged short yields lower, while longer yields moved higher as investors weighed inflation expectations, the implications of soaring national debt and future Fed integrity.

All three major indexes advanced for the third straight quarter, finishing the year near

record highs. For all of 2025, the Dow was up +12.7%, the Nasdaq +19.8%, and the S&P 500 +16%. Remarkably, all of the gains occurred after the April tariff announcement.

Q4 Interest Rates

		Fed Funds	3 mo. T-bill	12 mo. T-bill	2 yr. T-note	5 yr. T-note	10 yr. T-note
Last	9/30/2025	4.00-4.25%	3.95%	3.63%	3.61%	3.74%	4.15%
High			3.96%	3.71%	3.63%	3.79%	4.19%
Low			3.56%	3.47%	3.42%	3.55%	3.95%
End	12/31/2025	3.50-3.75%	3.64%	3.48%	3.48%	3.73%	4.17%

Source: Federal Reserve, U.S. Department of the Treasury

Economic and Interest Rate Outlook

Trump's reciprocal tariffs were widely-expected to slow growth and spark inflation. Neither really happened.

Trump's reciprocal tariffs were widely-expected to slow growth and spark inflation. *Neither really happened.* The main reason why inflation forecasts fell short and growth forecasts far exceeded is that the import duties actually implemented were well below those threatened in the April announcement. The Administration had boasted tariff revenue would top a trillion for the year. Although the exact amount collected is debatable, and final numbers have yet to be tabulated for all of 2025, Politico estimates the full year at just over $260 billion, an annual increase of $170 billion.

With the tariff campaign having achieved marginal success, the Administration is unlikely to abandon bragging rights associated with the revenue stream in 2026. If the Supreme Court were to declare the reciprocal tariffs unconstitutional in January, other measures would be aggressively pursued by the Trump administration. *The tariff story isn't over.*

President Trump had expected a manufacturing boom would fuel growth in 2025 - that hasn't been the case as manufacturing payrolls have declined every month since the April announcement. Instead, it's been furious business investment in A.I. infrastructure and resilient consumer spending, driven in part by the continued stock market rise.

Tech spending slowed in the second half, but the commitment to future business investment is enormous, tax incentives are highly favorable, and a weak dollar will help exports. As a result, stock market forecasts are overwhelmingly positive.

Tech spending slowed in the second half, but the commitment to future business investment is enormous, tax incentives are highly favorable, and a weak dollar will help exports. As a result, stock market forecasts are overwhelmingly positive. The average expected gain in the S&P 500 next year, according to a year end Bloomberg survey, is +9%. All 21 forecasters in the survey believe the stock market will continue its rally for a fourth straight year.

If equity market health mirrored the nation as a whole, the 2026 outlook would be much more positive, *but it doesn't.* According to the Federal Reserve, the wealthiest 10% of U.S. households own nearly 90% of all U.S. stocks, with the top 1% owning roughly half. The A.I. boom suggests early rewards will accrue to those owning equity shares.

According to the Federal Reserve, the *bottom* 50% of U.S. households - *typically not homeowners or stockholders* - account for just 2%-3% of U.S. total wealth. These households represent individual consumers with increasingly limited resources. Their dwindling capacity to spend will directly affect six of the "Magnificent Seven" as Amazon, Alphabet, Apple, Meta, Tesla and Nvidia are all reliant on an eager and growing customer base.

Stock market vulnerability is likely to increase Trump Administration calls for aggressive rate cuts in 2026.

Stock market vulnerability is likely to increase Trump Administration calls for aggressive rate cuts in 2026. Having reduced the overnight target by a combined 175 basis points over a 15-month period, Fed policy is now less restrictive and closer to neutral. *Exactly what constitutes neutral is the question.*

The December "dot plot" shows a single 25 bp rate cut in 2026 and another in 2027, while the futures market suggests less patience, with two 25 bp reductions during the first three quarters of 2026.

Job loss creates headlines, and during an election year, will demand a response.

Assuming Powell declines to continue as a Fed governor after his chairmanship ends in May, four of the seven governors would presumably favor more aggressive cuts. A seven-vote majority would still be required, but President Trump has an established track record of getting what he wants. The idea that the FOMC members will hold their ground amid unrelenting pressure may be farfetched.

If December core consumer inflation (as expected) creeps back toward +3.0%, still well above target, and GDP (as expected) finishes the fourth quarter near +3.0%, the Fed playbook would *normally* signal a pause. However, the committee's main focus is on unemployment, which just reached a four-year high. Labor market conditions could soften further in the coming months as companies respond to the uncertain outlook. Job loss creates headlines, and during an election year, will demand a response.

The President will appoint a new Fed Chairman in the coming weeks. The main selection criteria is that this person will advocate strongly for lower interest rates. Once named, he will immediately be front/center and vocal in supporting the president's wishes.

As the new year begins, the range of possible economic outcomes has never been wider. Cautious optimism is laced with asterisks.

As the new year begins, *the range of possible economic outcomes has never been wider.* Cautious optimism is laced with asterisks. A rate cut in January is highly unlikely but cut(s) should be back in play by the March meeting, whether warranted or not.

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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: March 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 March 2026

- $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 a 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.

- $47,816 in General VERF expenses to roll forward a FY 2025 PO for a RAM 1500 in the Engineering Department.
- $3,537 in General VERF expenses for increased costs for a Toro Sandpro 5040 in the Parks and Recreation Department.
- $280 in General VERF expenses for buy board fees associated with vehicle purchases.
- $64,524 in Utility VERF expenses to roll forward a FY 2025 PO for a Jetter Trailer in the Wastewater Department.

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.



March Budget Amendment

3/10/2026



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.
- $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.
- $51,633 for a General Government VERF Vehicle (RAM 1500 for Engineering) from a FY 2025 PO.
- $64,524 for a Utility VERF Vehicle (Wastewater Jetter Trailer) from a FY 2025 PO.



Thank You!

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.

PASSED and APPROVED by the City Council of the City of Celina, Texas, on the 10th day of March 2026.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT A
FY 2025-2026 Budget Amendment

Meeting Date: March 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
113-31-3050	Fund Balance	Fund Balance Offset	(51,633)
113-115-000-6840	Capital Vehicle	Engineering VERF Replacement RAM 1500 FY 2025 PO Rollover	47,816
113-113-000-6840	Capital Vehicle	Parks Equipment VERF Replacement Toro Sandpro 5040	3,537
113-XXX-000-6840	Capital Vehicle	Vehicle Buy Board Fees	280
213-31-3050	Fund Balance	Fund Balance Offset	(64,524)
113-115-000-6840	Capital Vehicle	Wastewater VERF Replacement Jetter Trailer FY 2025 PO Rollover	64,524

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: March 10, 2026

Agenda Item:
Consider and act upon approval of an Interlocal Cooperation Agreement between the City of Celina, the City of Anna, the City of Melissa, and the City of Princeton for mutual law enforcement assistance. (Cullison)

Background Information:
The attached Interlocal Cooperation Agreement (ILA) provides a formal framework for mutual law enforcement assistance between the Cities of Celina, Anna, Melissa, and Princeton. The agreement, authorized under Chapter 791 of the Texas Government Code, allows the participating cities to provide mutual aid in the investigation of criminal activity, enforcement of state laws, and response to emergencies and disasters. The participating cities have previously approved and executed the agreement. Formal approval by the Celina City Council will authorize execution by the City Manager and complete Celina's participation in the agreement. The Celina Police Department regularly cooperates with neighboring agencies for mutual assistance in criminal investigations, major incidents, and emergency response. While the agreement has been executed by the other participating municipalities, formal Council approval is required prior to Celina's execution.

Legal Review:
The agreement has been reviewed and approved by legal.

Supporting Documents:
1. Staff Presentation
2. Multi-Jurisdiction Interlocal Cooperation Agreement

Financial Consideration:

No direct fiscal impact. Each city remains responsible for compensation and benefits of its own officers as outlined in the agreement.

Staff Recommendation:
Staff recommends awarding the agreement as presented.



Celina Police Department

Interlocal Cooperation Agreement request; Cities of Celina, Anna, Melissa, and Princeton

John A. Cullison #616
Police Chief

March 10, 2026

OVERVIEW

- Interlocal Cooperation Agreement under Texas Government Code, Chapter 791
- Establishes formal mutual law enforcement assistance between:
  - City of Celina
  - City of Anna
  - City of Melissa
  - City of Princeton
- Allows cooperation in:
  - Criminal investigations
  - Major Traffic Investigations (Fatality and Serious Bodily Injury)
  - Enforcement of state law
    Emergency and disaster response
- Partner agencies have executed the agreement
- Council approval authorizes Celina’s formal participation

Objectives

- Formalize and standardize regional law enforcement cooperation
- Ensure statutory compliance under the Interlocal Cooperation Act
- Clarify operational authority and command structure during mutual aid
- Confirm each city retains responsibility for its own personnel and liability
- Complete Celina's execution of the agreement

- This agreement formalizes mutual assistance that is already occurring operationally.

Closing Remarks

- No direct fiscal impact
- No additional staffing required
- Formalizes existing operational relationships
- Strengthens regional public safety coordination

- Staff Recommendation:
  - Approve the Interlocal Cooperation Agreement and authorize the City Manager to execute the agreement.



Thank You!

CITY OF ANNA, TEXAS, CITY OF CELINA, TEXAS,
CITY OF MELISSA, TEXAS, AND CITY OF PRINCETON, TEXAS

INTERLOCAL COOPERATION AGREEMENT

This **INTERLOCAL COOPERATION AGREEMENT** ("***Agreement***") is made and entered as of the Effective Date by and between the **CITY OF ANNA, TEXAS**, a Texas home rule municipality ("***Anna***"), the **CITY OF CELINA, TEXAS**, a Texas home rule municipality ("***Celina***"), the **CITY OF MELISSA, TEXAS**, a Texas home rule municipality ("***Melissa***"), and the **CITY OF PRINCETON, TEXAS**, a Texas home rule municipality ("***Princeton***") (Anna, Celina, Melissa, and Princeton are sometimes referred to herein collectively as the "***Cities***" or individually as "***City***").

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, as amended (the "***Interlocal Cooperation Act***" or "***Act***"), authorizes local governmental entities in the State of Texas to contract with each other to perform governmental functions that each local governmental entity is otherwise authorized to perform on its own;

WHEREAS, the Act and Chapter 362 of the Texas Local Government Code, as amended, specifically authorize "Mutual Aid Interlocal Agreements," such as this Agreement;

WHEREAS, the Cities are local governmental entities in the State of Texas and, accordingly, are authorized under Texas law and the Act to enter into a cooperative agreement for the purpose of fulfilling and implementing certain public and governmental purposes, needs, objectives, and programs, as further described herein;

WHEREAS, the Cities desire to provide their respective residents and businesses with effective law enforcement services in a reasonable and cost-efficient manner;

WHEREAS, due to the Cities' shared boundaries and close proximity, the Cities' law enforcement departments have historically, routinely, and successfully provided mutual aid assistance to each other;

WHEREAS, the Cities desire to jointly provide and/or utilize certain law enforcement facilities, equipment, and resources to enhance the health, safety, and welfare of each City's respective residents and businesses;

WHEREAS, the Cities desire to form a law enforcement interlocal agreement and associated mutual aid projects in order to cooperate (i) in the investigation of criminal activity; (ii) in the enforcement of the laws of this State; and (iii) to protect health, life, and property from natural and manmade disasters in the Cities' respective jurisdictions;

WHEREAS, the Cities mutually desire and agree to enter into this Agreement for the purposes contained herein, which Agreement is made under the authority of and in compliance with the Act and applicable laws, rules, and regulations; and

WHEREAS, this Agreement shall be in conformance with and is authorized by the Act, and sets forth the terms, rights, and duties of the Cities.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants, promises, obligations, and agreements set forth below, the Cities hereby mutually agree as follows:

Section 1. DEFINITIONS.

In addition to those defined in the Recitals herein above, the following terms shall have the following meanings when used in this Agreement:

a. "***Chief Law Enforcement Officer***" means the Chief of Police, Director of Public Safety, or the highest-ranking law enforcement official, regardless of title, of a City agency participating in this Agreement, and designated as the Chief Law Enforcement Officer by a City under this Agreement.

b. "***Law Enforcement Officer***" means any duly licensed and commissioned peace officer as defined under the Texas Code of Criminal Procedure.

c. "***Law Enforcement Services***" means deployment of Law Enforcement Officers or other personnel and/or equipment to perform law enforcement duties.

d. "***Requesting City***" means a City requesting law enforcement assistance from another City under this Agreement.

e. "***Responding City***" means a City to which a request for law enforcement assistance is directed to by a Requesting City under this Agreement.

Section 2. PURPOSE.

The purpose of this Agreement is for the Cities, by and through their respective law enforcement departments, to cooperate (i) in the investigation of criminal activity; (ii) in the enforcement of the laws of this State; and (iii) to protect health, life, and property from natural and manmade disasters in the Cities' respective jurisdictions.

Section 3. ASSISTANCE PROTOCOLS.

a. **Request for Assistance**. Any request for assistance made under this Agreement shall, when reasonably possible, include a statement of the type and amount of equipment

requested; the number of Law Enforcement Officers requested; and the location to which the equipment and personnel are to be dispatched. The amount and type of equipment, and number of personnel furnished by a Responding City shall be determined by the Responding City's Chief Law Enforcement Officer, or a lawful designee.

b. **Response to Request for Assistance**. A Responding City will assign and deploy Law Enforcement Services outside the Responding City's territorial limits, but within the territorial limits of the Requesting City, subject to the Responding City's discretion and determination of availability of Law Enforcement Services when: (i) such assignment is requested by the Chief Law Enforcement Officer, or a lawful designee, of a Requesting City; and (ii) the Chief Law Enforcement Officer, or a lawful designee, of the Responding City has determined, in their sole discretion that the assignment is necessary to fulfill the purposes of this Agreement, and in providing Law Enforcement Services within the territorial limits of the Requesting City. The Cities hereby acknowledge that the decision to issue Law Enforcement Services is in the sole discretion of the Responding Cities' Chief Law Enforcement Officers, or their lawful designees. The Cities further acknowledge that the intent of this Agreement is that Law Enforcement Services within a Responding City's territorial limits shall in no way be negatively disrupted by aiding a Requesting City, and that Responding Cities may not be able to provide assistance in each and every instance assistance is requested. The Cities acknowledge their Chief Law Enforcement Officers, or their lawful designees, shall make such decisions in a good faith effort to respond whenever reasonably possible. Moreover, the Cities agree that their respective law enforcement departments shall continue to operate in accordance with the standard operating practices and procedures adopted by the respective law enforcement departments.

c. **Operational Control**. All Law Enforcement Officers of the Responding City shall first report to the Requesting City's officer in tactical control at the location to which said Law Enforcement Officers have been dispatched, and shall be under the operational command, direction, and supervision of the Requesting City's Chief Law Enforcement Officer, or a lawful designee, while engaged in law enforcement duties related to the Response to the Request for Assistance, except when Law Enforcement Officers have been released from the Request for Assistance by the officer.

d. **Release**. Law Enforcement Officers of the Responding City will be released by the Requesting City to return to other duties when their services are no longer necessary, without undue delay. The Chief Law Enforcement Officer, or lawful designee, of the Responding City, in their sole and absolute discretion, may, at any time and for any reason, withdraw Law Enforcement Services of the Responding City or discontinue participation in any activity initiated pursuant to this Agreement.

e. **Arrest Authority Outside Primary Jurisdiction**. It is expressly agreed and understood that a Law Enforcement Officer employed by a Responding City who performs activities pursuant to this Agreement may make arrests outside the jurisdiction in which said officer is regularly employed, but within the area covered by this Agreement, provided, however, that the law enforcement agency of the Requesting City and/or the jurisdiction in which the arrest is made shall be notified of such arrest without delay, and the notified agency shall make available the notice of the arrest in the same manner as if the arrest were made

by Requesting City's Law Enforcement Officers. Law Enforcement Officers shall perform any arrests made during a response to a Request for Assistance in accordance with the procedure of the Requesting City, and any arrestees shall be transported to a jail in accordance with the Requesting City's policies and procedures. Law Enforcement Officers shall have all investigative and law enforcement authority, as is reasonable and necessary, to respond to the Request for Assistance, in the territorial limits of the Requesting City.

f. **Qualifications of Office and Oath**. While any Law Enforcement Officer regularly employed by a Responding City is in the service of the Requesting City under this Agreement, said Law Enforcement Officer shall be deemed to be acting as a peace officer of the Requesting City and be under the command of the Requesting City's Chief Law Enforcement Officer, or a lawful designee. Any Law Enforcement Officer of a Responding City shall have all the law enforcement powers and duties as if the Law Enforcement Officer of the Responding City were regularly employed as a Law Enforcement Officer of the Requesting City and acting within the territorial limits of the Requesting City. The qualifications of office of said Law Enforcement Officers, where regularly employed, shall constitute his or her qualifications for office within the territorial limits of the Requesting City, and no additional oath, bond, or compensation shall be required.

g. **Standing Task Forces, Working Groups, and Officer Teams**. In addition to the as-needed, individual matters described in Section 3(a) herein above, the Cities may, from time to time, establish various task forces, working groups, or other officer teams with personnel on a long-term basis for specified purposes or procedures ("***Task Forces***"). For example, the Cities may establish a standing Task Force for the purpose of deploying interagency assistance in major fatality accident scene management and investigations.

Any participating Cities, provisions for operational control, and assignments of personnel, equipment, and/or facilities, for such Task Forces shall be set forth in writing and approved by the Chief Law Enforcement Officer of each City participating in a Task Force. These details shall be set forth within an appropriate memorandum of understanding, contract, or other signed writing approved by the legal counsel for each City and shall be kept on file by all the Cities as a companion exhibit to this Agreement, without the necessity of formal amendment by the Cities' governing bodies. All Task Forces shall be governed and controlled by the terms of this Agreement. Notwithstanding the foregoing, should the Cities seek to form a Task Force that is not subject to the terms set forth herein, the same must first be approved by the governing body of each participating agency.

h. **Activities Not Suitable for an Assistance Request**. The intention of this Agreement is to share resources between the Cities to reduce costs and better serve the community. The Cities intend the Law Enforcement Services of Responding City to be primarily utilized for time-sensitive matters, obtaining access to technologies (*e.g.*, drones, surveying equipment, etc.), obtaining access to specialized personnel (*e.g.*, K-9 units, etc.), or large-scale events that exceed the Requesting City's capacity to respond. Except as expressly described in a Task Force memorandum, Chief Law Enforcement Officers shall direct their Law Enforcement Officers to refrain from seeking assistance from a Responding City for the following matters:

(i) Arrestee or prisoner transports, including, but not limited to, transportation for booking at a county jail or to a medical facility for fit-for-confinement assessments;

(ii) Execution of search warrants or administrative warrants without the physical presence of a Law Enforcement Officer from the Requesting City;

(iii) Execution of arrest warrants issued by the Requesting City for municipal ordinance violations;

(iv) Outside of Task Forces established, in whole or in part, for such functions, or performance of routine clerical or administrative tasks, not associated with investigative work performed by the Responding City; or

(v) Tasks which can be safely and lawfully performed by non-peace officers employed by the Requesting City.

Section 4. COORDINATING AGENCY.

The Cities hereby agree that the City of Princeton Police Department shall serve as the "***Coordinating Agency***" under this Agreement. The Chief Law Enforcement Officer, or lawful designee, of the Coordinating Agency shall maintain executed originals of this Agreement, related resolutions or orders of the Cities, and other records pertaining to this Agreement in its records. The Coordinating Agency shall notify all Cities of any notable developments, such as the addition or removal of agencies eligible to be Responding Cities, as soon as is reasonably possible.

Section 5. PAYMENTS FROM CURRENT REVENUES; WAIVER OF RIGHT TO REIMBURSEMENT.

Each City under this Agreement shall be responsible for the costs of its governmental function or services including Law Enforcement Services and functions, and must make payments to provide such services and functions out of current City revenues. Requesting Cities are not obligated to provide any reimbursement for any Responding City's costs or expenses incurred the provision of services under this Agreement, notwithstanding the potential availability of funding from some source other than the Requesting City.

Section 6. OFFICER COMPENSATION AND BENEFITS.

Any Law Enforcement Officer or other police personnel, regardless of assistance in a request made under this Agreement, shall receive the same wage, salary, pension, and all other compensation or benefits, including, but without limitation to, compensation for injuries or disabilities, death benefits, worker compensation benefits, insurance coverage, indemnity, or litigation defense benefits as compared to their work performed outside this Agreement. Said benefits shall be the same as though said Law Enforcement Officer or other personnel had rendered service within the territorial limits of the City where he or she is regularly employed. All wage and disability payments, including, but without limitation to, worker compensation benefits, pension payments, and compensation for damage to equipment, medical expenses, travel, food, and lodging, shall be paid by the City which regularly employs said Law Enforcement Officer in the same manner as though such service had been rendered within the territorial limits of the City where such Law Enforcement Officer is regularly employed. Each Responding City shall remain responsible for the payment of compensation and benefits as well as for legal defense of the Responding City's Law Enforcement Officers and personnel when acting pursuant to this Agreement.

Section 7. **TERM; TERMINATION.**

This Agreement shall be effective and binding after proper authorization by the governing body of all Cities, and upon the date of final execution (the "***Effective Date***" herein) shall remain in full force and effect until terminated in accordance with this Agreement (the "***Term***" herein). Notwithstanding any other provision, this Agreement may be terminated upon written mutual agreement by the Cities, or any City may withdraw and terminate their obligations under this Agreement, for any reason, upon providing at least thirty (30) calendar days written notice to the other Cities. A City's termination or withdrawal from this Agreement shall have no effect upon the rights and obligations of the remaining Cities under this Agreement, and the Agreement shall continue with full force and effect as if the withdrawn Cities were never a party to this Agreement.

Section 8. **LIABILITY.**

a. **Responsibility**. To the extent allowed by law, each City shall be responsible for any claims for the acts and/or omissions, including negligent acts and/or omissions, of its own Law Enforcement Officers, personnel, employees, officials, and agents, regardless of whether such persons served a Requesting City or Responding City with respect to the claims. If a claim or liability should arise from the comparative or concurrent negligence of more than one City, such responsibility shall be borne by the City against whom the claim is made comparatively, in accordance with the laws of the State of Texas as determined by a final, non-appealable judgment of a court of competent jurisdiction or as agreed in writing by the Cities. Law enforcement training and any other necessary training of Law Enforcement Officers shall be the sole responsibility of the City in which the Law Enforcement Officers are employed.

b. **INDEMNIFICATION**. **TO THE EXTENT ALLOWED BY LAW, EACH CITY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER CITIES, INCLUDING THEIR LAW ENFORCEMENT AGENCIES, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES, INCLUDING, BUT NOT LIMITED TO, DEATH, PROPERTY DAMAGE, AND OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES, THAT MAY ARISE OUT OF, RELATE TO, OR RESULT FROM PERFORMANCE RENDERED UNDER THIS AGREEMENT, OR CAUSED BY THE NEGLIGENT ACTS AND/OR OMISSIONS OF THE CITIES, INCLUDING THEIR LAW ENFORCEMENT AGENCY, OFFICERS, AGENTS, AND EMPLOYEES. EACH CITY RESPECTIVELY WAIVES ANY AND ALL CLAIMS AGAINST EACH AND EVERY OTHER CITY HEREUNDER FOR COMPENSATION FROM ANY LOSS, DAMAGE, PERSONAL INJURY, OR DEATH, OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE OF THIS AGREEMENT EVEN THOUGH SUCH ALLEGED DAMAGE MAY OR MAY NOT HAVE OCCURRED AS A RESULT OF ALLEGED NEGLIGENT OR OTHER TORTIOUS ACTS AND/OR OMISSIONS OF ANY PARTY TO THIS AGREEMENT.**

c. **Immunity Not Waived**. The Cities agree that nothing in this Agreement shall be construed as a waiver by the Cities of any rights, privileges, defenses, remedies, or immunities, governmental or otherwise, available to governmental entities within the State of Texas.

d. **No Third-Party Beneficiaries.** Nothing in this Agreement shall convey any rights upon any person or entity that is not a party, or a party's successor or permitted assignee of a party, to this Agreement. There shall be no third-party beneficiaries of this Agreement, and none shall be implied to exist from any terms contained herein.

Section 9. MISCELLANEOUS.

a. **Notices**. Any notice required or permitted by this Agreement to be given or delivered to any City shall be deemed to have been received when delivered personally or upon the expiration of seventy-two (72) hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows. Any City may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Cities in accordance with this Agreement.

To **Anna**:
City of Anna, Texas
ATTN: Chief of Police
120 W. 7th St.
Anna, TX 75409

To **Celina**:
City of Celina, Texas
ATTN: Chief of Police
3025 S. Coit Rd.
Celina, TX 75009

To **Melissa**:
City of Melissa, Texas
ATTN: Chief of Police
3411 Barker Ave.
Melissa, TX 75454

To **Princeton**:
City of Princeton, Texas
ATTN: Chief of Police
2000 E. Princeton Drive
Princeton, TX 75407

b. **Governing Law; Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of law rules of any jurisdiction. Any and all suits, actions, or legal proceedings, between the Cities relating to this Agreement shall be maintained in any court with exclusive jurisdiction over such matters within Collin County, Texas.

c. **Compliance with Laws**. The Cities shall observe and comply with any and all applicable federal, state, and local laws, rules, ordinances, standards, and regulations that affect the provision of services provided herein.

d. **Relationship**. It is understood and agreed that the relationship between the Cities described in this Agreement is contractual in nature between independent parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Cities. By entering into this Agreement, the Cities do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto. It is expressly understood and agreed that the Cities' respective law enforcement departments remain a distinct department of each City, it being the intent of this Agreement to operate in a manner similar to the manner in which a consolidated department might operate, but with the Cities retaining full control over budgetary and personnel matters relating to their own police departments and consistent with the terms of this Agreement.

e. **Entire Agreement**. This Agreement represents the entire agreement between the Cities with respect to the subject matter covered by this Agreement. There are no other collateral, oral, or written agreements between the Cities that in any manner relates to the subject matter of this Agreement.

f. **Amendment; Modification**. Other than the creation of Task Forces under the procedures set forth herein above, the terms of this Agreement may only be amended or modified upon written approval by each of the Cities.

g. **Assignment**. No City may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations, hereunder, without the prior written consent of the other Cities.

h. **Headings; Interpretation; Recitals**. The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. The recitals contained in this Agreement: (i) are true and correct as of the Effective Date; (ii) form the basis upon which the Cities entered into this Agreement; and (iii) are fully incorporated into this Agreement for all purposes.

i. **Severability**. The sections, subsections, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held to be illegal, invalid, or unenforceable under present or future laws by a court of competent jurisdiction, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

j. **Counterparts**. This Agreement may be executed in any number of counterparts, each of

which shall be deemed an original and constitute one and the same instrument.

k. **Authorized Signatories**. The Cities represent and warrant that they fully and completely understand the scope and purpose of this Agreement and terms contained herein, and, with this full and complete understanding, voluntarily enter into this Agreement as evidenced by signing and executing it below. The person signing this Agreement on behalf of each City has been properly authorized by the City's respective governing body to sign this Agreement for that City.

HAVING READ AND UNDERSTANDING ALL THE PROVISIONS OF THIS AGREEMENT, THE CITIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; EXECUTION PAGES TO IMMEDIATELY FOLLOW.]

CERTIFICATE FOR RESOLUTION No. 2025-08-1798

THE STATE OF TEXAS
COLLIN COUNTY
CITY OF ANNA, TEXAS

We, the undersigned officers of the City Council of the City of Anna, Texas (the "*City Council*" or "*Council*"), hereby certify as follows:

1. The City Council convened in a regular meeting on the 12th day of August, 2025, at the regular designated meeting place (the "*Meeting*"), and the roll was called of the duly constituted officers and members of said City Council, to wit:

Pete Cain, Mayor	Kevin Toten, Place 1
Nathan Bryan, Place 2	Stan Carver II, Place 3
Kelly Patterson-Herndon, Place 4	Elden Baker, Place 5
Manny Singh, Place 6	

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting (the "*Resolution*"):

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR MUTUAL AID BY AND BETWEEN THE CITY OF ANNA, TEXAS, CITY OF CELINA, TEXAS, CITY OF MELISSA, TEXAS, AND CITY OF PRINCETON, TEXAS, FOR LAW ENFORCEMENT SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATED THERETO.

The Resolution was duly introduced for the consideration of said City Council. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion, carrying with it the passage of the Resolution, prevailed and carried, with all members of said City Council shown present above voting "Aye," except as noted below:

NAYS: Ø ABSTENTIONS: Ø

2. A true, full, and correct copy of the aforesaid Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in said Council's minutes of said Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from said Council's minutes of said Meeting pertaining to the passage of said Resolution; the

persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Council as indicated therein; that each of the officers and members of said Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

3. The Mayor of the City of Anna, Texas, hereby approves the Resolution; and the Mayor and the City Secretary of the City of Anna, Texas, hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

ADOPTED AND APPROVED on this the 12th day of August, 2025.

CITY OF ANNA, TEXAS

Pete Cain, Mayor
City of Anna, Texas

ATTEST

Carrie Land, City Secretary
City of Anna, Texas

[CITY SEAL]

CITY OF ANNA, TEXAS

RESOLUTION NO. 2025-08-1798

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR MUTUAL AID BY AND BETWEEN THE CITY OF ANNA, TEXAS, CITY OF CELINA, TEXAS, CITY OF MELISSA, TEXAS, AND CITY OF PRINCETON, TEXAS, FOR LAW ENFORCEMENT SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Anna, Texas (the "*City*"), desires to form and enter into a law enforcement interlocal cooperation agreement by and between the above-listed municipalities to cooperate (i) in the investigation of criminal activity; (ii) in the enforcement of the laws of this State; and (iii) to protect health, life, and property from natural and manmade disasters (the "*Agreement*" herein);

WHEREAS, Chapter 791 of the Texas Government Code (the "*Interlocal Cooperation Act*" or "*Act*" herein) authorizes local governmental entities in the State of Texas to contract with each other to perform governmental functions that each local governmental entity is otherwise authorized to perform on its own;

WHEREAS, the City, a local governmental entity in the State of Texas, is authorized under the Act to enter into an interlocal cooperative agreement with the above-listed municipalities for the purpose of fulfilling and implementing certain public and governmental purposes, needs, objectives, and programs, as further described herein;

WHEREAS, the City desires to enter into the Agreement for the purposes contained therein, which Agreement is made under the authority of and in compliance with the Act and applicable laws, rules, and regulations; and

WHEREAS, the City Council declares it in the best interests of the health, safety, and welfare of the City and general public to approve the Agreement and this Resolution.

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

Section 1. Findings. The above findings are hereby found to be true and correct and adopted as findings of fact, incorporated herein, and operative provisions hereof.

Section 2. Interlocal Cooperation Agreement. The City Council hereby (i) approves the Agreement, which Agreement is attached hereto as **Exhibit A** and

incorporated herein for all intents and purposes; and (ii) authorizes the City Manager to execute the Agreement.

Section 3. Repeal of Conflicting Resolutions. This Resolution shall be and is hereby declared to be cumulative of all other resolutions or ordinances of the City, and this Resolution shall not operate to repeal or affect any of such other resolutions or ordinances, except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Resolution, in which event such conflicting provisions, if any, in such other resolution or ordinance are hereby repealed.

Section 4. Severability. Should any section, provision, or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section, provision, or part shall in no way affect, impair, or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 5. Prerequisites Satisfied. All prerequisites for the adoption of this Resolution have been duly satisfied, conducted, and completed, including, without limitation, all public notices, procedures, and publications as required by law, including, without limitation, the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 6. Effective Date. This Resolution shall be in full force and take effect immediately upon passage (the "*Effective Date*").

AND SO IT IS RESOLVED.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

ANNA

CITY OF ANNA, TEXAS
a home rule municipality

By: _____

Name: Pete Cain

Title: Mayor

Date: 8/12/25

ATTEST:

By: Carrie L. Land

Name: _____

Title: _____

THE CITY OF Anna TEXAS 1913

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 12 day of August, 2025, by Pete Cain, on behalf of Anna.

Grace Karina M. DeRosa
Notary Public in and for the State of Texas

(NOTARY SEAL)

GRACE KARINA M. DEROSA
Notary Public, State of Texas
Comm. Expires 12-16-2028
Notary ID 135204375

CELINA:

CITY OF CELINA, TEXAS
a home rule municipality

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 2025, by _____, on behalf of Celina.

_____
Notary Public in and for the State of Texas

(NOTARY SEAL)

MELISSA:

CITY OF MELISSA, TEXAS
a home rule municipality

By: _____
Name: Jason Little
Title: City Manager
Date: 7/23/2025

ATTEST:

By: _____
Name: HOPE CORY BASKIN
Title: CITY SECRETARY

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 23rd day of July, 2025, by Jason Little, on behalf of Melissa.

_____
Notary Public in and for the State of Texas

(NOTARY SEAL)

Hope Cory
My Commission Expires
4/27/2026
Notary ID
133730765

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
COLLIN COUNTY
CITY OF PRINCETON, TEXAS

We, the undersigned officers of the City Council of the City of Princeton, Texas (the "*City Council*" or "*Council*"), hereby certify as follows:

1. The City Council convened in a regular meeting on the 28th day of July, 2025, at the regular designated meeting place (the "*Meeting*"), and the roll was called of the duly constituted officers and members of said City Council, to wit:

Eugene Escobar, Jr., Mayor	Terrance Johnson, Place 1
Cristina Todd, Place 2	Bryan Washington, Place 3
Ryan Gerfers, Place 4	Steve Deffibaugh, Place 5 and Mayor Pro-Tempore
Ben Long, Place 6	Carolyn David-Graves, Place 7

Mayor Council member

and all of said persons were present, except Escobar Jr, Johnson, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting (the "*Resolution*"):

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR MUTUAL AID BY AND BETWEEN THE CITY OF ANNA, TEXAS, CITY OF CELINA, TEXAS, CITY OF MELISSA, TEXAS, AND CITY OF PRINCETON, TEXAS, FOR LAW ENFORCEMENT SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATED THERETO.

The Resolution was duly introduced for the consideration of said City Council. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion, carrying with it the passage of the Resolution, prevailed and carried, with all members of said City Council shown present above voting "Aye," except as noted below:

NAYS: 0 ABSTENTIONS: 0

2. A true, full, and correct copy of the aforesaid Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in said Council's minutes of said Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from said Council's minutes of said Meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Council as

CITY OF PRINCETON, TEXAS

RESOLUTION NO. 2025-07-28-R02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR MUTUAL AID BY AND BETWEEN THE CITY OF ANNA, TEXAS, CITY OF CELINA, TEXAS, CITY OF MELISSA, TEXAS, AND CITY OF PRINCETON, TEXAS, FOR LAW ENFORCEMENT SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Princeton, Texas (the "*City*"), desires to form and enter into a law enforcement interlocal cooperation agreement by and between the above-listed municipalities to cooperate (i) in the investigation of criminal activity; (ii) in the enforcement of the laws of this State; and (iii) to protect health, life, and property from natural and manmade disasters (the "*Agreement*" herein);

WHEREAS, Chapter 791 of the Texas Government Code (the "*Interlocal Cooperation Act*" or "*Act*" herein) authorizes local governmental entities in the State of Texas to contract with each other to perform governmental functions that each local governmental entity is otherwise authorized to perform on its own;

WHEREAS, the City, a local governmental entity in the State of Texas, is authorized under the Act to enter into an interlocal cooperative agreement with the above-listed municipalities for the purpose of fulfilling and implementing certain public and governmental purposes, needs, objectives, and programs, as further described herein;

WHEREAS, the City desires to enter into the Agreement for the purposes contained therein, which Agreement is made under the authority of and in compliance with the Act and applicable laws, rules, and regulations; and

WHEREAS, the City Council declares it in the best interests of the health, safety, and welfare of the City and general public to approve the Agreement and this Resolution.

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

Section 1. Findings. The above findings are hereby found to be true and correct and adopted as findings of fact, incorporated herein, and operative provisions hereof.

Section 2. Interlocal Cooperation Agreement. The City Council hereby (i) approves the Agreement, which Agreement is attached hereto as **Exhibit A** and incorporated herein for all intents and purposes; and (ii) authorizes the City Manager to execute the Agreement.

PRINCETON:

CITY OF PRINCETON, TEXAS
a home rule municipality

By: _____
Name: STEVE DEFFIBAUGH
Title: MAYOR PRO TEM
Date: 7.28.25

ATTEST:

By: _____
Name: AMBER ANDERSON
Title: CITY SECRETARY

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this ____ day of _____, 2025, by _____, on behalf of Princeton.

_____
Notary Public in and for the State of Texas

(NOTARY SEAL)

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: March 10, 2026

Agenda Item:
Consider and act upon an Ordinance amending the Code Ordinance, Chapter 1, General Provisions, Article 1.11, Section 1.11.035 to make rules applicable to electric bicycles and add Section 1.11.041 Bicycles and Electric Bicycle Riding and Skating in Parks and on Bike Trails. (Cullison)

Background Information:
Like many municipalities in North Texas, Celina is experiencing increasing safety concerns related to juveniles operating E-motorcycles and E-bikes in roadways, sidewalks, parking lots, and parks. These safety concerns affect not only the juveniles operating E-bikes, but the safety of motorists and pedestrians as well. Many parents and young operators are unaware of the distinction between E-motorcycles and E-bikes, resulting in hazardous roadway conditions and violations of state motor vehicle laws. To date, the City of Celina Police Department has launched a coordinated education and enforcement initiative to address the dangerous, destructive, and illegal operations of E-motorcycles and E-bikes.

Under state law, E-bikes must comply with bicycle traffic laws and are subject to local ordinances. The Town of Prosper recently adopted an Ordinance implementing regulations for E-bikes. These regulations include:

- Prohibition of headphones, earbuds, ear plugs, etc. while operating E-bikes.
- Prohibition of carrying passengers unless an E-bike is specifically designed for passengers.
- Lighting requirements for nighttime operation of E-bikes.
- Prohibition of persons under 15 operating a Class 3 E-bike.
- Prohibition of persons under 16 operating an E-bike without a helmet.

The Celina Police Department is recommending that the City of Celina adopt the Ordinance. Adopting the E-bike provisions will provide a continued focus on community safety and create a seamless set of rules that make it easy to follow for Celina residents.

Legal Review:
Ordinance has been reviewed and approved by Legal.

Supporting Documents:
1. Staff Presentation
2. Ordinance

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approving the Ordinance as presented.



E-Motorcycle & E-Bicycle (E-Bike) Safety Initiative

John A. Cullison
#616
Chief of Police

March 10, 2026



Background and Content

Like many municipalities in North Texas, Celina is experiencing increasing safety concerns related to juveniles operating E-motorcycles and E-bikes in unauthorized areas—including public roadways, sidewalks, parking lots, and parks.

SAFETY is the primary concern

- The safety of the juvenile riders, and
- The safety of our motorists and pedestrians who travel our public rights-of-way

Many parents and young operators are unaware of the distinction between:

- E-motorcycles and E-bikes
- Resulting in hazardous conditions and violations of state motor vehicle laws, and use of unauthorized vehicles in public spaces.

The Celina Police Department has launched a coordinated education and enforcement initiative to address the dangerous, destructive, and illegal operations of these devices.

What is an electric bicycle?

Texas Transportation Code defines an E-Bike as:

A bicycle equipped with:

- Fully operable pedals; and
- An electric motor of fewer than 750 watts; and
- With a top assisted speed of 28 miles per hour or less.
- HAS TO HAVE PEDALS - Regardless of Class

TYPES OF CLASSES OF E-BIKES



Class 1 E-Bike/Electric Bicycle

- Equipped with a motor that assists the rider only when the rider is pedaling; and
- Has a top assisted speed of 20 mph or less



Class 2 E-Bike/Electric Bicycle

- Equipped with a motor that may be used to propel the bicycle without the pedaling of the rider; and
- Has a top assisted speed of 20 mph
- Important note: This is the only class of E-Bike/Electric Bicycle that can be under power while the operator is not pedaling; however, it must have pedals



Class 3 E-Bike/Electric Bicycle

- Equipped with a motor that assist the rider only when the rider is pedaling; and
- Has a top assisted speed of more than 20 mph but less than 28 mph

Important note: (Per 551.107) A person may not operate a Class 3 Electric Bicycle unless the person is at least 15 years of age

E-BIKE LAWS IN TEXAS







	CLASS 1	CLASS 2	CLASS 3
PEDAL ASSIST	✓	✓	✓
THROTTLE		✓	✓
TOP SPEED (ASSISTED)	20 MPH	20 MPH	28 MPH
MAX POWER	750 WATTS	750 WATTS	750 WATTS
MINIMUM RIDER AGE	NONE	NONE	15
HELMET	REQUIRED UNDER 16YRS	REQUIRED UNDER 16YRS	REQUIRED UNDER 16YRS
LICENSE	NOT REQUIRED	NOT REQUIRED	NOT REQUIRED
PERMIT	REQUIRED FREE-ISSUED BY POLICE DEPT.	REQUIRED FREE-ISSUED BY POLICE DEPT.	REQUIRED FREE-ISSUED BY POLICE DEPT.

Bicycles and E-Bikes in Texas Rights & Rules

- Riders of bicycles and e-bikes have the same rights and duties as motor vehicle drivers.
- Parents/guardians must ensure children follow traffic laws.

Safety Equipment

- Brakes: Must skid on dry, level pavement.
- Night Riding:
  - Front white light (visible up to 500 ft).
  - Rear red reflector or light (visible 50–300 ft).
  - (Texas Transportation Code 551.104)
- **Riders Cannot:**
  - Wear headphones, earbuds, earplugs, or other noise reduction devices.
  - Operate after dusk without the proper lighting (front and rear).
  - Carry passengers unless it is designed for a passenger and/or a properly installed child safety seat.
  - Operate in Town Parks except upon approved, improved surfaces.
  - The Maximum Speed in Parks is 10 MPH.

Traffic Rules

- Stop at stop signs and walk bikes through crosswalks.
- Ride on the right to avoid impeding traffic flow.
- (Texas Transportation Code 551.101 & 551.103)

E-Bike Classes (Texas Transportation Code 664.001)

Class 1 & 2:

- No age restriction, max speed 20 mph.
- Class 1: Pedal assist required.
- Class 2: Hand throttle (optional pedals).

Class 3:

- Minimum age: 15, max speed 28 mph.
- Requires pedal assist and speedometer.

E-Bike Requirements (Texas Transportation Code 551.107 & 664.002)

- Max motor: 750 watts.
- Permanent label must show: E-bike class, top assisted speed and motor wattage.
- Permit from the Police Department is required. Scheduling a bike inspection and registration will be available when the ordinance takes effect in December.



Legal Framework

Summary of Applicable State Law

Classified into 3 classes depending on assistance level and speed.

Class 3 requires rider to be age 15 or older.

No license, registration, or insurance required.

Must comply with bicycle traffic laws.

Subject to local Ordinances.

https://www.celina-tx.gov/1948/E-Bikes

Legal Framework

Summary of Applicable State Law continued

E-Motorcycles

If the devise does not have operable pedals or exceeds 750W motor output → it is legally classified as a motor vehicle.

REQUIRES:

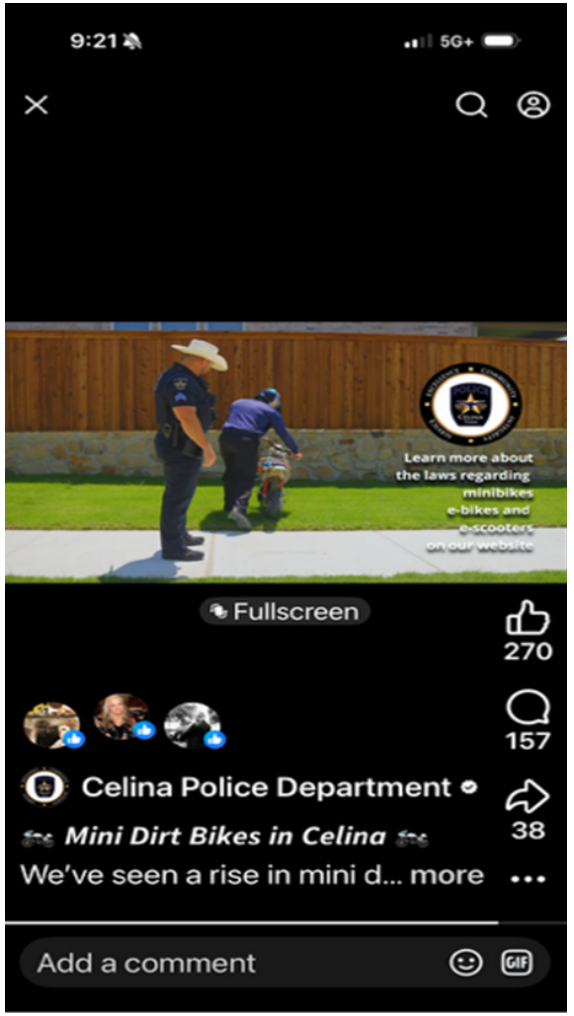
Class M Driver's License - minimum 15 years of age

Registration - license plate

Insurance - we will TOW uninsured E-Motorcycles

Helmet required if under 21 years of age

Parents Liability - allowing an unlicensed driver to operate a motor vehicle - Class C Misdemeanor



Legal Framework

Summary of Applicable City Ordinance

Sample of North Texas Cities with ordinances addressing e-bike















Thank You!

CITY OF CELINA, TEXAS

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING CODE OF ORDINANCES, CHAPTER 1, "GENERAL PROVISIONS", ARTICLE 1.11 "PARKS AND RECREATION", DIVISION 2 "PARK RULES", BY AMENDING SECTION 1.11.035 "UNLAWFUL ACTS" TO MAKE RULES APPLICABLE TO ELECTRIC BICYCLES, AND BY ADDING SECTION 1.11.041 "BICYCLE AND ELECTRIC BICYCLE RIDING AND SKATING IN PARKS AND ON BIKE TRAILS" TO PROVIDE FOR A SPEED LIMIT AND OTHER NECESSARY RULES FOR ELECTRIC BICYCLES IN PARKS AND ON BIKE TRAILS; AMENDING CHAPTER 12 "TRAFFIC AND VEHICLES", BY ADDING A NEW ARTICLE 12.08 "ELECTRIC BICYCLES" TO REGULATE USE OF ELECTRIC BICYCLES WITHIN THE CITY FOR PURPOSES OF ENHANCING PUBLIC SAFETY AMD PROTECTING PUBLIC PROPERTY; PROVIDING FOR FINDINGS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CUMULATIVE REPEALER CLAUSE; PROVIDING FOR PUBLICATION; FINDING AND DETERMINING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, upon full consideration of the recommended changes and updates, and all matters attendant and related thereto, the City Council has determined that electric bicycles have become increasingly popular in the City; and

WHEREAS, the City Council has found it necessary to provide regulations related to the operation of electric bicycles in order to enhance public safety and protect public property; and

WHEREAS, the City Council desires to require City-issued permits for any such electric bicycles used or operated in the City limits on any public property to further enhance public safety and protect the public property from damage; and

WHEREAS, for the safety of any individuals operating electric bicycles within the City limits, safety requires that such individuals do not traverse the City with noise-impeding devices such as headphones, earbuds, ear plugs, or similar devices; and

WHEREAS, the City Council has determined that it is in the public's best interest and in the furtherance of health, safety, morals and the general welfare of the citizens of the City to provide such permits and regulations for electric bicycles.

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. Amendment to Chapter 1. Chapter 1 of the Code of Ordinances of the City, the same being the "General Provisions", is hereby amended as follows, and all other articles, chapters, sections, paragraphs, sentences, phrases and words not expressly amended hereby are hereby ratified and affirmed:

2.01 Chapter 1 "General Provisions", Article 1.11 "Parks and Recreation", Division 2 "Park Rules", Section 1.11.035(3) "Unlawful Acts", is hereby amended as follows with additions shown by underline:

(3) To ride, drive, or go on any drive or street in any park at a speed greater than the posted speed limits, [or] upon bicycle, electric bicycle, motorcycle, automobile, or other motorized vehicle upon any sidewalk, hike, or jogging trail or walk, except in designated areas.

2.02. Chapter 1 "General Provisions", Article 1.11 "Parks and Recreation", Division 2 "Park Rules", is hereby amended with the addition of Section 1.11.041 "Bicycle Riding and Skating in Parks on Bike Trails," as shown by underline as follows:

§ 1.11.041 **Bicycle and Electric Bicycle Riding and Skating in Parks and on Bike Trails.**

(a) Bicycle and electric bicycle riding and skating shall include peddled and bicycles of one, two or more wheels, whether electric or not, push type or motorized scooters, roller skates, in-line skates, in-shoe skates, skateboards, or any similar vehicle or apparatus. Bicycle and electric bicycle riding and skating shall be governed by safe riding/skating practices and consideration for use of parks by others. Where special parking provisions have been made for bicycles, parking for electric bicycles is permissible, and parking for bicycles and electric bicycles shall be limited to that area. Bicycle and electric bicycle riding and skating shall be prohibited in playgrounds, flowerbeds, pedestrian-only sidewalks, open space areas of parks, tennis courts, athletic courts, athletic fields, picnic pavilions and/or any other areas designated by the town.

(b) The maximum speed of an electric bicycle in any area where the operation of an electric bicycle is permitted in any City park or bike trail is ten (10) miles per hour, unless otherwise restricted.

SECTION 3. Amendment to Chapter 12. Chapter 12 "Traffic and Vehicles", is hereby amended with the addition of Article 12.08 "Electric Bicycles" as shown by underline as follows:

ARTICLE 12.08 ELECTRIC BICYCLES

§ 12.08.01 **Electric bicycle defined.**

(a) "Electric bicycle" means a bicycle equipped with
  (i) fully operable pedals; and
  (ii) an electric motor of fewer than 750 watts;
  (iii) with a top assisted speed of 28 miles per hour or less.

(b) For purposes of this Article, the terms "Class 1 electric bicycle", "Class 2 electric bicycle", and "Class 3 electric bicycle" shall have the same meanings as those assigned to them in Chapter 664 of the Texas Transportation Code.

§ 12.08.02 **Electric bicycle permit required.**

(a) No person shall operate, or cause to be operated, an electric bicycle on any public street, roadway, parking area or other authorized City property, including but not limited to a bike trail, unless a valid electric bicycle permit has been issued by the City.

(b) A permit is required for each electric bicycle owned and/or operated by an individual, or family. The applicant shall indicate on the application whether the electric bicycle shall be owned and/or operated by an "individual" or "family". If "family" is indicated on the application, only immediate family members living in the same household may use and operate the electric bicycle.

(c) Permits shall not be transferred. The permit shall belong to the applicant operator. Transfer of ownership of an electric bicycle requires the application for a new electric bicycle permit by a new owner.

(d) Application for an electric bicycle permit authorizing the operation of an electric bicycle shall be submitted in person by the operator of said electric bicycle. The application shall be made in writing to the Celina Police Department on the designated electric bicycle permit application form. An application shall include the following:

  (1) Indication as to whether the electric bicycle permit shall belong to an "individual" or a "family";

  (2) The name, address, telephone number, and state driver license number, if any, of the electric bicycle operator (if belonging to a family, list all family members who may operate the electric bicycle);

  (3) The street address where the electric bicycle will be kept, including the particular suite or apartment number, if applicable;

  (4) The year, make, model, color, and serial number or identification number of the electric bicycle;

(5) The person(s), designated by the chief of police, who inspected the electric bicycle, including certification on the application by said inspector that the electric bicycle complies with the requirements of this Section before the issuance of a permit; and

(6) No fee shall be required for the issuance of a permit, as referenced herein.

(e) An applicant for an electric bicycle permit shall also complete an electric bicycle inspection prior to the issuance of the permit. Such inspection shall be completed at the Celina Police Department during its regular business hours, by the chief of police, or his designee.

(f) The permit emblem shall be permanently affixed on the left side of the electric bicycle frame, by the inspector, in such a manner that is clearly visible. The permit emblem must not be damaged, altered, obstructed, or otherwise made illegible.

(g) The permit emblem shall only be placed upon the electric bicycle for which it was issued.

(h) A permit issued to an electric bicycle shall become invalid if the electric bicycle is altered in a manner that fails to comply with any requirement of this Section.

(i) The permit holder shall notify the Celina Chief of Police within ten (10) business days should the electric bicycle's operator transfer ownership or the address of the electric bicycle storage location change.

(j) Lost or stolen permit emblems are the responsibility of the operator. A police report must be filed in the event of a lost or stolen permit emblem. If no record of previous application for permit can be found, the Celina Police Department may direct the reporting party to reapply before a replacement permit emblem is issued.

(k) Any person who operates an electric bicycle and fails to comply with this Section 12.08.002 will be subject to all applicable state laws, in addition to being in violation of this Section.

(l) A permit may be revoked at any time by the Celina Chief of Police, or his designee, if there is any evidence that the permit holder cannot safely operate the electric bicycle in compliance with this Article and any other provisions of this Code of Ordinances applicable to electric bicycles.

§ 12.08.003 **Safety regulations for electric bicycles.**

(a) No person shall wear any headphones, earbuds, ear plugs or other noise reduction devices while operating an electric bicycle.

(b) No person shall operate an electric bicycle and carry a passenger on such electric bicycle unless the electric bicycle is specifically designed for a passenger with additional seating, or the passenger is a child riding in a properly attached child safety seat.

(c) No person shall operate an electric bicycle after dusk without the electric bicycle being equipped with a front white light visible from 500 feet away, and red rear reflector visible from 300 feet away or a lamp visible from 500 feet away.

(d) No person under the age of fifteen (15) years shall operate a Class 3 electric bicycle.

(e) No person under the age of sixteen (16) shall operate an electric bicycle without wearing a helmet that is properly-fitted; is not structurally damaged; and conforms to current standards of the American National Standards Institute, the American Society for Testing and Materials, the Snell Memorial Foundation, or any federal agency having regulatory jurisdiction over bicycle helmets.

§ 12.08.004 **Operation of electric bicycles in parks and other City facilities.**

The operation of an electric bicycle in a City park, bike trail or in outdoor areas and facilities shall be subject to the provisions of Article 1.11.041 of Chapter 1 of this Code of Ordinances.

§ 12.08.005 **Preemption by State law.**

In the event that any provision in this Article is preempted by state law, state law shall apply.

§ 12.08.006 **Penalties.**

(a) Any person violating this Article shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in an amount of no less than $250.00.

(b) Any person violating this Article shall be deemed guilty of a misdemeanor, and upon conviction of a second or subsequent offense within one (1) year of a first conviction for a violation of this Article, shall be fined in an amount of no less than $500.00.

§ 12.08.007 **Pocket bikes or mini motorbikes.**

The operation of pocket bikes or Mini Motorbikes is governed by Chapter 551 of the Texas Transportation Code, as amended, and the provisions of this Article shall not apply to pocket bikes or mini motorbikes.

SECTION 3. Severability. If any section, sentence, clause, or phrase of this Ordinance is declared unconstitutional for any reason, such holding shall not affect the constitutionality and the validity of any other section, sentence, clause, or phrase of this Ordinance.

SECTION 4. Savings Clause. All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of this provision of any other ordinance affecting

impact fees, 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 5. Cumulative Repealer. This Ordinance supersedes all ordinances or parts of ordinances in conflict with the provisions herein stated.

SECTION 6. Open Meeting. It is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Ordinance was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 7. Effective Date**.** This Ordinance shall become effective immediately upon passage and publication.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____ day of _____ 2026.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Life Connected.

Marketing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Joe Monaco, Director of Marketing & Communications
CC: Robert Ranc, City Manager
Date: March 10, 2026

Agenda Item:
Consider and act to approve a Work Authorization with B-Weiss Entertainment Group, LLC., for event infrastructure at Celina Cajun Fest in an amount not to exceed $282,868.50. (Monaco)

Background Information:

The City of Celina is requesting approval to enter into a Work Authorization with B-Weiss Entertainment Group, LLC for event infrastructure services required for the upcoming Celina Cajun Fest. This Work Authorization outlines the scope of work that must be completed in accordance with the Main Agreement for contractor services between the City of Celina and B-Weiss Entertainment Group, LLC. The approved scope includes the following infrastructure elements:

- Staging/AVL/Labor/Security/Runner/Rider Requirements
- Janitorial Service
- Décor
- Crawfish order/management
- Ticket booth management
- Shuttle Service/Shuttle Management
- Kids Zone
- Golf Carts
- Barricades/MB/Crash Protection Barricades
- Light Towers
- Generators/Advance F&B
- Fencing
- Event Rentals/Equipment
- Network/CCTC services
- AutoCAD Mapping

- Pre-event booth marking
- Tent Signage
- DOE hands/staffing
- Management fee

The Work Authorization ensures that B-Weiss Entertainment Group, LLC, will adhere to these specifications and complete the event infrastructure services as outlined. Any modifications or changes to the scope of work will be agreed upon in writing by both the City of Celina and B-Weiss Entertainment Group, LLC before implementation. At this stage, the numbers for stage and electrical services are yet to be finalized, as the band's tour manager typically provides the precise requirements for the main headliners only two (2) weeks prior to the event. This is standard procedure for major acts. The approval of this work authorization is essential for the creation of the purchase order, which will not exceed the estimated cost provided by B-Weiss Entertainment Group, LLC. This ensures the event infrastructure is completed in a timely and cost-effective manner while allowing for necessary adjustments as needed for the event.

Legal Review:
The work authorization has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Work Authorization

Financial Consideration:

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

Staff Recommendation:

Staff recommends approving the work authorization as presented.



Work Authorization for Celina Cajun Fest



Background

- The City of Celina has an established Master Services Agreement with B-Weiss Entertainment Group, LLC, to support the execution of premier events, such as the upcoming Celina Cajun Fest.
- As part of this partnership, the proposed Work Authorization will enable B-Weiss Entertainment Group, LLC, to begin securing the event infrastructure for the upcoming Celina Cajun Fest.
- Event infrastructure includes: Staging/AVL (Audio-Visual)/Labor/Security/Runner/Rider Requirements, Janitorial Services, Décor, Shuttle Service/Shuttle Management, Kids Zone, Golf Carts, Barricades/MB (Metal Barricades), Light Towers, Generators, Advance Food & Beverage (F&B), Fencing, Event Rentals/Equipment, AutoCAD Mapping, Pre-event Booth Marking, Tent Signage, DOE Hands/Staffing, and Management Fee
- The scope of the Work Authorization is structured to ensure costs remain within the maximum amount specified in this agreement.
- At this stage, the numbers for Stage and Electrical services are yet to be finalized, as the Band's Tour Manager typically provides the precise requirements for the main headliners only two weeks prior to the event. This is a standard procedure for major acts, and it is expected that the finalized numbers will be available closer to the event.



Questions?

EXHIBIT 1 - WORK AUTHORIZATION

MAPS #	2023-014	MAPS Date:	11/14/2023

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

Event Name:	Celina Cajun Fest 2026		
Work Authorization #		**Purchase Order#:**	
Contractor Representative:	Brad Weiss	**Owner Representative:**	

INVOICE SUBMITTAL

Invoice Instructions: **Electronic Submission is preferred.**	Email to:	accountspayable@celina-tx.gov & **events@celina-tx.gov**
	Mail to:	City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009
	Include PO number and project name	

OWNER OPTIONAL INFORMATION:

1. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Main Agreement for contractor services. Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
2. **Date and Time to Commence:** Upon Receipt of Purchase Order, Signed Work Authorization.

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **Attach as Exhibit A**
2. **Compensation:** **Attach as Exhibit B**
3. **Timeline / Schedule:** **Attach as Exhibit C**

ACCEPTANCE:

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

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

CITY OF CELINA

Signature

Printed Name & Title

Date

CONTRACTOR

Signature

Morris Taylor / HEAD, ACCOUNTING & FINANCE
Printed Name & Title

2/23/24
Date

EXHIBIT A

Event Name: Celina Cajun Fest 2026

Event Date: Saturday, May 9, 2026

Work Authorization Budget: $282,868.50

Scope of Work:

-Staging/AVL/Labor/Security/Runner/Rider Requirements

- Janitorial Service
- Décor
- Crawfish order/management
- Ticket booth management
- Shuttle Service/Shuttle Management
- Kid Zone
- Golf Carts
- Barricades/MB/Crash Protection Barricades
- Light Towers
- Generators/Advance F&B
- Fencing
- Event Rentals/Equipment
- Network/CCTC services
- AutoCAD Mapping
- Pre-event booth marking
- Tent Signage
- DOE hands/staffing
- Management fee

B-Weiss Entertainment Group, LLC
PO Box 152568
Dallas, TX 75315 USA
+14699410546
brad@bweissent.com

ADDRESS
City of Celina
142 N Ohio St
Celina, TX 75009

SHIP TO
City of Celina
142 N Ohio St
Celina, TX 75009

Estimate 1635

DATE 02/19/2026

EXPIRATION DATE 03/03/2026

SHIP DATE	TRACKING NO.	EVENT NAME	EVENT DATE
05/09/2026	P.O. 25-00007621	Celina Cajun Fest	05/09/26

ITEM	QTY	RATE	AMOUNT
Event Staffing	1	1,650.00	1,650.00
Dispatch for Command	1	750.00	750.00
Stage/Sound/Lights/Stage Labor/ Pressure Barricade/Stage Hands Estimated/ Distributed Audio on the Square	1	45,000.00	45,000.00
Temporary Fence	1,600	1.25	2,000.00
Sand Bags	184	3.50	644.00
Wind Screen	600	1.25	750.00
Bike Rack Barricades	1,200	1.50	1,800.00
Fence Delivery & Pick up	1	400.00	400.00
(1) 60x80x12 Clearspan tent, with 40x45 piece of turf in the middle, (1) 10x20 Bar, (1) 10x10 VIP Bar, (1) 10x20 Front of House Tent, (1) 40x45 Tent , (1) 20x20 Bar, (1) 10x10 VIP Entrance, (1) 10x20 CCF Merch, (2) 10x10 Band Merch Tents, (1) 10x10 Crawfish Sales Tent all tents with lights, bars with counters. Tents installed on Thursday and Friday, All tents removed Post Show	1	32,493.25	32,493.25
Security Package - Overnight Security Friday night x2 beginning at 5PM, (2) Supervisors, (5) Stage Security/ (3) VIP Security/ (2) Parking Lot Security/Morning Auto Shop Security/ (3) GA Plus/ (14) for Entry Gates	1	7,019.73	7,019.73
Stage Banners- (1) Backdrop, 32’ wide x 15’ Tall (2) Side Wings, 7’ wide x 17’ tall, Stage Header 4’ tall x 34’ wide - all banners are blow through 60/40 seamed, pocket and grommet Customer provided Artwork	1	3,500.00	3,500.00
8’ x 30" Banquet Table	25	12.50	312.50
36" Round Cocktail Table	9	13.00	117.00
Picnic Table w/ Umbrella	39	78.50	3,061.50
6’ x 30’’ Banquet Table	16	12.00	192.00

ITEM	QTY	RATE	AMOUNT
White Picket Fence - Measurement, with Sandbags, (2) Gates & Set up and Tear Down included	1	1,524.60	1,524.60
Black and Chrome Chair	13	1.80	23.40
Black Spandex 90x156	13	32.00	416.00
Black Spandex 90x132	8	25.00	200.00
Red Spandex Linen for Cocktail Tables	9	25.00	225.00
Chrome Stanchions	20	13.00	260.00
Red Velvet Rope	19	13.00	247.00
Friday Delivery & Saturday After Hours Pick Up	1	1,850.00	1,850.00
Chair Set Up & Tear Down	13	1.25	16.25
Linen Set up & Tear Down	30	2.15	64.50
Table Set Up & Tear Down	22	3.30	72.60
Picnic Table Set Up & Tear Down	39	25.00	975.00
Stanchions Set up and Tear Down	20	7.75	155.00
Damage Waiver	1	986.85	986.85
Crew Food Buyout - Show Day	12	50.00	600.00
Janitorial Services	1	5,750.00	5,750.00
Shuttle Services - (4) Full Size, (2) ADA, (Coordinators)	1	13,375.00	13,375.00
Decor	1	25,000.00	25,000.00
Street Closure Barricades	1	5,336.00	5,336.00
Vehicle Crash Barricades - 10 Sections	1	9,000.00	9,000.00
Golf Cars - (6) Flats / (1) 4-Passengers	1	4,830.00	4,830.00
Heavy Equipment - (20) Light Towers, (1) Straight Fork, (1) 5K Telehandler, (1) UTV	1	9,711.32	9,711.32
Bounce Houses--Combos * Buccaneer Slide Combo * Gator Hide & Slide-Mechanical * Pirates Revenge Mechanical Ride * Reckless * Super Sonic - Sides Dry * 28’ Kraken Slide Dual Lane - Toddler * Animal Land	1	11,235.00	11,235.00
Electrical Services	1	28,500.00	28,500.00
Supplies; Maps, CAD	1	1,500.00	1,500.00
Hand Wash Trailer - Filled on site connected to city water source, includes delivery, pick up and stand by tech and truck - Pending Finals	1	6,000.00	6,000.00
8 Stall Restroom Trailer	1	2,100.00	2,100.00
Back up Water Tank	1	175.00	175.00
Restroom Post Event Service	1	350.00	350.00
Restroom Delivery & Pick Up	1	200.00	200.00
Band Runner	1	1,750.00	1,750.00
Operational Expenses and Variables	1	5,000.00	5,000.00

ITEM	QTY	RATE	AMOUNT
Network Services- Includes high density Wi-Fi coverage at all bars, food trucks, production, and the main crawfish tent.	1	11,500.00	11,500.00
"CCTV Service Includes six high resolution cameras covering critical outdoor areas including streets, bar, crawfish sales, and main stage crowd. Includes single big screen television on freestanding base for deployment in command room to provide realtime view of the event as it occurs and full video record from all cameras handed over upon end of show for client's records. Price requires roof access to the building we discussed command going in, as well as permission to mount temporary network and camera equipment on city streetlights or other structures. No permanent modifications will be made to city property."	1	8,750.00	8,750.00
(3) Bleachers for Gator Country - Includes Install, Delivery and Pick up - Pending	1	15,500.00	15,500.00
Management Fee	1	10,000.00	10,000.00

ACH payments can be sent directly to:
B-Weiss Entertainment Group LLC Credit Card Account
Routing: 063114030
Account: 1408426
Type: Checking

SUBTOTAL	282,868.50
TAX	0.00
TOTAL	$282,868.50

Accepted By

Accepted Date

Life Connected.

Marketing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Joe Monaco, Director of Marketing & Communications
CC: Robert Ranc, City Manager
Date: March 10, 2026

Agenda Item:
Consider and act to approve a policy on City Council Proclamations. (Monaco)

Background Information:

The City of Celina issues proclamations as an official means to recognize individuals, organizations, events, and causes that positively impact the community. Proclamations honor extraordinary service, celebrate cultural and historical significance, acknowledge milestone achievements, and raise awareness of charitable or public initiatives. To ensure consistency, fairness, and alignment with the City's values, Mayor Tubbs requested that the City establish a formal Proclamations Policy.

The policy outlines eligibility requirements, submission and review procedures, presentation options, quality standards, and limitations to guide the issuance of proclamations. Key provisions include:

- Eligibility is tied to a meaningful connection to Celina and submission by qualified requestors.
- Defined timelines and required documentation to support timely review and preparation.
- Formal review and approval processes are overseen by the Mayor or sponsored City Council members.
- Standards for language, format, and ceremonial presentation to uphold professionalism and consistency.
- Annual limits, alternative recognition options, and an appeals process to ensure fairness and accountability.

Implementation of this policy provides a transparent, organized, and equitable framework for recognizing contributions to the Celina community while maintaining the integrity and significance of official proclamations.

Legal Review:
The policy is currently under legal review.

Supporting Documents:
1. Staff Presentation
2. Proposed Proclamations Policy

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval following legal review.



Proclamations Policy



BACKGROUND

- At the Mayor's request, the City developed a framework of a formal Proclamations Policy to provide clear guidance and consistent procedures for recognizing individuals, organizations, events, and causes.
- Proclamations are an official means by which the City of Celina recognizes individuals, organizations, events, and causes that positively impact the community.
- They honor extraordinary service, cultural and historical significance, milestone achievements, and charitable/public awareness initiatives.
- To ensure consistency, fairness, and alignment with City values, the City is seeking to establish a formal Proclamations Policy.
- The policy defines eligibility, submission and review procedures, presentation options, quality standards, and limitations to guide the issuance of proclamations.



PROCLAMATIONS MAY BE ISSUED TO:

- **Community Excellence and Service**

  Individuals or organizations demonstrating extraordinary service to the Celina community

- **Cultural and Historical Significance**

  Celebrations of Celina's history, heritage, and cultural traditions

- **Public Awareness and Charitable Causes**

  National or state recognition campaigns that align with Celina's values and benefit residents



PROCLAMATIONS WILL NOT BE ISSUED FOR:

- **Commercial Purposes**

  Individuals or organizations demonstrating extraordinary service to the Celina community

- **Requests Deemed Inappropriate**

  Events, organizations, or individuals with no meaningful connection to Celina

- **Redundant or Inappropriate Recognition**

  Requests that duplicate previous proclamations within the same calendar year



RECOGNITIONS WILL BE ISSUED FOR:

A Recognition would be an official acknowledgment by the City Council honoring or commending individuals, groups, or organizations for their contributions, achievements, or service to the community, without issuing a formal proclamation. This may include verbal commendations, certificates of appreciation, awards, or other forms of public acknowledgment during the Council meeting.

- **Milestone Achievements**

  Significant business milestones (25+ years of service to the Celina community)

  Major anniversaries of local non-profit organizations (10+ years of community service)



REVIEW & APPROVAL PROCESS

- Requests are evaluated for eligibility, relevance, and completeness
- Approval is at the discretion of the Mayor or through sponsorship by at least two City Council members
- Ensures proclamations reflect the community's standards and City values



LIMITATIONS & GUIDELINES

- **Annual Limits**

  One proclamation per individual or organization per calendar year, and multiple causes may be combined into a single proclamation when appropriate

- **Exclusive Rights**

  No individual or organization has exclusive rights to any particular day, week, or month, and similar themes may be recognized for different recipients if merit warrants

- **Alternative Recognition**

  Certificate of Recognition/Appreciation and other appropriate acknowledgment



Questions?

CITY OF CELINA PROCLAMATION POLICY

PURPOSE AND INTENT

This policy establishes clear guidelines regarding the types of achievements and events that may be formally acknowledged through a proclamation, as well as those recognitions that, although deserving of commendation, do not meet the criteria for proclamation consideration.

The City of Celina recognizes that proclamations serve as powerful tools to honor exceptional achievements, celebrate significant milestones, and bring awareness to important causes that strengthen our community. As Celina evolves, proclamations will continue to play a vital role in fostering community spirit, highlighting the heart, heritage and values and achievements that define and celebrate the City of Celina's character.

PROCLAMATIONS MAY BE ISSUED FOR:

Proclamations serve as an important means for the City of Celina to recognize and honor the people, organizations, and events that contribute to the strength, identity, and well-being of our community. They highlight moments of community excellence, cultural and historical significance, milestone achievements, and efforts that raise awareness of charitable and public causes.

By issuing proclamations, the City acknowledges extraordinary service, celebrates the rich heritage and traditions that define Celina, and shines a light on initiatives that inspire civic pride and unity. This policy outlines the circumstances under which proclamations may be considered, ensuring they reflect the values, history, and collective spirit of Celina.

Community Excellence and Service

- Individuals or organizations demonstrating extraordinary service to the Celina community
- Outstanding achievements in education, public safety, healthcare, or community development

Cultural and Historical Significance

- Celebrations of Celina's history, heritage, and cultural traditions
- Recognition of significant historical anniversaries or milestones
- Arts, cultural events, and festivals that enhance community life and promote Celina's identity

Public Awareness and Charitable Causes

- National or state recognition campaigns that align with Celina's values and benefit residents
  Established local charitable organizations
- Health awareness initiatives that serve the Celina community

PROCLAMATIONS WILL NOT BE ISSUED FOR:

To maintain consistency, fairness, and the intended purpose of proclamations, the City of Celina has established guidelines regarding requests that will generally not qualify for proclamation recognition. Proclamations are intended to highlight causes, achievements, and contributions that positively reflect and support the broader Celina community. This policy helps ensure proclamations remain meaningful forms of civic recognition rather than tools for commercial, personal, or political messaging.

Commercial and Promotional Requests

- Business openings, grand openings, or ribbon cuttings
- Product promotions, marketing campaigns, or profit-driven advertising efforts
- Business anniversaries under 25 years of operation (Certificates of Recognition may be available as an alternative form of acknowledgment)
- Anniversaries of local non-profit organizations under 10 years

Requests Outside the Scope of Civic Recognition

- Partisan political activities, campaigns, or election-related matters
- Ideological positions or causes that may not broadly represent or benefit the community as a whole

- Individuals, organizations, or events with no meaningful connection to the City of Celina
- Personal life events such as birthdays under 90 years of age, graduations, or family gatherings
- Individual memorials for deceased persons (these may be considered through other forms of recognition, such as memorial resolutions, as appropriate)

Redundant or Inconsistent Requests

- Duplicate previously issued proclamations within the same calendar year
- Conflict with City policies, ordinances, or community standards
- Recognize activities, organizations, or causes that are inconsistent with the City's mission, values, or public interest priorities

The City reserves the right to evaluate all proclamation requests on a case-by-case basis to ensure alignment with policy intent and community benefit.

PRESENTATIONS/RECOGNITIONS MAY BE ISSUED FOR:

The City values the recognition of outstanding achievements, contributions, and milestones within the community. While such accomplishments are celebrated and honored, not all recognitions are appropriate for formal City recognition by or presentation at a City Council meeting.

Milestones/ Significant Achievements

- Significant business milestones (25+ years of service to the Celina community)
- Major anniversaries of local non-profit organizations (10+ years of community service in the Celina community)
- Retirement recognition for individuals with 25+ years of distinguished service to the Celina community
- Birthdays for residents aged 90 years or older for Celina residents
- Wedding anniversaries of 50+ years for Celina residents

ELIGIBILITY REQUIREMENTS

Eligibility requirements ensure that proclamations issued by the City of Celina appropriately reflect and honor the people, organizations, and causes with a genuine and meaningful connection to the community. All requests must demonstrate clear ties to and significant connections with Celina - whether through residency, business operations, community benefit, or cultural significance - and be submitted by qualified individuals or organizations.

These standards help safeguard the integrity of the proclamation process, ensuring that recognitions are both relevant to Celina and consistent with the City's values and priorities.

Connection to Celina

All proclamation requests must demonstrate *a clear and substantial connection to the City of Celina* through one or more of the following:

- The individual/organization is a current Celina resident or operates a business within the city limits
- The event or achievement directly benefits the Celina community
- The cause or recognition has particular significance to Celina's residents, history, or future

Requestor Qualifications

- Requests shall be submitted by Celina residents, local businesses or nonprofits or at the discretion of the Mayor of Celina.
- Proclamations may be sponsored by two City Council members.
- Requests submitted on behalf of others shall include written authorization from the subject of the proclamation.
- City employees seeking recognition shall obtain prior approval from their department director and are at the discretion of the City Manager.

APPLICATION PROCESS

The application process ensures that all proclamation requests are submitted, reviewed, and considered in a fair, organized, and timely manner. To maintain consistency and allow adequate time for preparation, requests must adhere to established timeline requirements and include all necessary supporting documentation.

Applicants are required to complete the official City of Celina Proclamation Request Form and provide detailed background information, proposed proclamation text, and presentation preferences. Multiple submission methods are available for convenience, including online, email, and in-person delivery to City Hall. These procedures help ensure that proclamations are carefully evaluated and appropriately scheduled in alignment with City Council and community priorities.

Timeline Requirements

- Standard Requests: Submit at least 30 days before the desired presentation date

Required Documentation

All requests must be submitted in writing using the official City of Celina Proclamation Request Form and include:

1. Contact Information
    - Full name, address, phone number, and email of the requestor
    - Contact information for the individual/organization being honored
2. Detailed Background
    - Comprehensive description of the achievement, event, or cause
    - Explanation of significance to the Celina community
    - Documentation supporting the request (awards, letters of recommendation, news articles, etc.)
3. Presentation Preferences
    - Desired method of receipt (pickup, mail, email, or presentation)
    - Request for City Council presentation (if desired)
    - Preferred presentation date and any scheduling considerations

Submission Methods

- Online: Complete the digital Proclamation Request Form on the City's website
- Email: Send completed form and supporting documents to citysecretary@celina-tx.gov
- In Person: Submit to the City Secretary's Office at City Hall

REVIEW AND APPROVAL PROCESS

The review and approval process ensures that all proclamation requests are evaluated with consistency, fairness, and alignment to the City of Celina's policies and values. Each request is carefully reviewed to verify eligibility, relevance, and completeness of documentation before consideration.

Proclamations are approved at the discretion of the Mayor or, when applicable, through sponsorship by two members of the City Council. This process upholds the integrity of proclamations as an official act of recognition, ensuring that they reflect the community's standards and the City's commitment to meaningful and purposeful acknowledgments.

Initial Review

The City Secretary's Office will conduct an initial review to ensure:

- All required documentation is complete
- The request meets basic eligibility criteria
- Appropriate timeline requirements are met

- No conflicts exist with previously issued proclamations

Final Authority

A proclamation request must receive the approval of the Mayor or two City Council Members. The approving authority, reserves the right to:

- Approve, modify, or deny any request
- Edit proclamation language to ensure consistency with City standards
- Determine the appropriate method and timing of presentation
- Delegate presentation authority to the Mayor Pro Tem or other City officials when appropriate

Notification Process

- Requestors will receive acknowledgment of receipt within three (3) business days
- Final decision notification will be provided at least 10 business days before the requested date
- If approved, specific pickup or presentation instructions will be provided

PRESENTATION OPTIONS

The City of Celina offers multiple presentation options to ensure that proclamations are delivered in a manner that appropriately honors the recipient and engages the community. Standard presentations provide a formal copy of the proclamation at no charge, with additional copies available upon request and pickup at City Hall during normal business hours.

For those seeking broader recognition, proclamations may be presented at a Celina City Council meeting, subject to scheduling limitations and attendance requirements. These options are designed to accommodate both individual and organizational recognition while maintaining the formality and significance of the City's proclamations.

Standard Presentation

- Formal presentation copy provided at no charge
- Additional copies available upon request
- Pickup available at City Hall during normal business hours

Celina City Council Meeting Presentation

- Proclamations are typically limited to three per City Council meeting on a first-come, first-served basis, though exceptions may be made when circumstances warrant.
- Requestor or representative must be present to accept

- Minimum of three community members should attend to witness the presentation

QUALITY STANDARDS

Quality standards ensure that all proclamations issued by the City of Celina reflect professionalism, consistency, and respect for the individuals, organizations, and causes being recognized. Each proclamation shall maintain dignified language that aligns with the City's values, mission, and community standards, and may be edited by the City for grammar, style, and appropriateness.

The final document will follow established City templates, feature the official City seal and the Mayor's signature, and be produced on high-quality materials. When presented at City events, proclamations shall be delivered in a manner befitting their ceremonial significance, reinforcing the importance and honor of the recognition.

Language and Format

- All proclamations will maintain dignified, professional language
- Content must reflect Celina's values, mission, and community standards
- City reserves the right to edit for grammar, style, and appropriateness
- Final format will follow established City templates and standards

Presentation Standards

- Official City seal and Mayor's signature on all proclamations
- High-quality paper and printing for formal presentations
- Appropriate ceremonial presentation when conducted at City events

LIMITATIONS AND GUIDELINES

The City of Celina has established limitations and guidelines to ensure that proclamations are distributed fairly, consistently, and in a manner that upholds their significance. Annual limits prevent multiple proclamations for the same individual or organization within a calendar year, while allowing for the combination of multiple causes into a single recognition when appropriate. No individual or organization holds exclusive rights to any particular day, week, or month, and similar themes may be recognized for different recipients when merit warrants.

When proclamation criteria are not met, the City may offer alternative forms of acknowledgment, such as certificates or letters of commendation.

Annual Limits

- One proclamation per individual or organization per calendar year
- Multiple causes may be combined into a single proclamation when appropriate

Exclusive Rights

- No individual or organization has exclusive rights to any particular day, week, or month
- Similar themes may be proclaimed for different organizations if merit warrants

Alternative Recognition

The Mayor shall determine the appropriate form of alternative recognition when, in their discretion, a request does not meet the City's criteria for a proclamation, .

CONTACT INFORMATION

City Secretary's Office

City of Celina
142 N. Ohio Street
Celina, TX 75009
Phone: (972) 382-2682
Email: citysecretary@celina-tx.gov

Questions and Assistance

City of Celina staff are available to assist with proclamation requests and provide guidance on appropriate recognition options.

Life Connected.

Library
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrea Ortiz, Library Director
CC:	Steve Walsh, Director of Parks and Recreation, Karla Stovall, Assistant City Manager
Date:	March 10, 2026

Agenda Item:
Consider and act to authorize the purchase of an Automated Material Handling system from Bibliotheca through a cooperative contract in the amount not to exceed $134,025.79 for the Downtown Center. (Ortiz)

Background Information:
The Celina Public Library is seeking to purchase an automated material handling system to support daily circulation operations. This system will assist staff with checking in items and sorting them into the correct collection, while instantly updating patron records, allowing them to check out more items. The practicality of purchasing this system minimizes the number of library staff needed to process and sort a large collection. The delivery time is around November 2026. Due to the time required to manufacture and install a system of this size, it will take approximately 6 months from the date the purchase contract is signed until we receive the system for installation.

The units will be purchased through the following cooperative contract: BuyBoard Contract 739-24.

The City maintains an executed Interlocal Agreement with the cooperative agency named above. Chapter 271 of the Local Government Code authorizes cooperative purchases. Using the contracts satisfies the competitive bidding requirement while saving time and funding on developing specifications and avoiding duplication of work.

Legal Review:
N/A

Supporting Documents:
1. Quote

2. Form 1295
3. Staff Presentations

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

Staff Recommendation:
Staff recommends authorizing the purchase as presented.

Bibliotheca, LLC - 11190 Hudson Blvd N, Ste 300 - Lake Elmo, MN 55042-4552

Bill To
Celina Public Library - TX
142 N Ohio Dr
Celina TX 75009
United States

Ship To
Celina Public Library
100 N. Colorado St.
Celina TX 75009
United States

Quote QUO-US26548

Date 2/16/2026

Customer:	C1003371-US	Payment Terms:	50% on Order, 40% Shipment, 10%
Quote Expiration:	4/14/2026	Sales Rep:	Zachary Faulkner
Memo (External):	BuyBoard Contract #739-24		

Item	Quantity	Net Price	Net Extended
Freight Premium Service SHP000002-000	1	15,871.00	15,871.00
flexAMH System FLX000001-000	1	96,771.79	96,771.79
WARRANTY: FLX AMH System FLX000001-000-WAR	1	8,417.00	8,417.00
INSTALL: FLX AMH System FLX000001-000-INT	1	4,560.00	4,560.00
AMH Bin large 900 x 600 x 865mm AMH200041-000	5	859.00	4,295.00
flex bookDrop 510, manual lock, non-RFID, flat front AMH510000-000	1	4,111.00	4,111.00

Subtotal:	**134,025.79**
Tax Total:	0.00
Total:	**134,025.79**
Currency:	US Dollar

Terms and Conditions:

After 60 days, Bibliotheca, reserves the right to revise quote.
Freight charges are estimated, actual charges will be billed.
AMH systems will be invoiced at 50% order placement, 40% shipment, 10% at acceptance
Taxes are not finalized until invoiced based on shipping jurisdiction, taxability, and rates at that time.
A copy of Tax Exemption Certificate is required with purchase order for all tax exempt customers
A 20% restocking fee, in addition to in-bound and out-bound shipping, will be charged for all returns.

https://www.bibliotheca.com/en-us-terms-of-sale-agreement/

Submit Purchase Order by fax to 877-689-2269 or by email to orders-us@bibliotheca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1426025

Date Filed:
02/26/2026

Date Acknowledged:
02/26/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Bibliotheca, LLC
Lake Elmo, MN United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Celina

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

VII O & VII P
Self Check Kiosks & Automated Material Handling System

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)



Downtown Center Library

Bibliotheca Automated Material Handling System

Andrea Ortiz, Director of Library Services



- 50 years as
  Industry Leader
- All-In-One
  Integrated Service
- 2,400 items
  processed per hour

30,000

libraries use

BIBLIOTHECA SOLUTIONS GLOBALLY



Bibliotheca AMH

Bibliotheca shares the gift of time with multi-item patron returns.

1. The Flex AMH BulkSeparator allows patrons to drop up to 50 items into the hopper at once.
2. Accurate sorting allows staff to return items to the shelves faster and more efficiently.
3. The AMH is fully customized with a modular design allowing for additional units to be added for future growth.
4. Real-time monitoring allows staff to quickly analyze system information.
5. The sales, project management, and support teams are all local.

Bibliotheca Flex AMH



The Flex AMH bulkSeparator allows for a more efficient returns and sorting process.

Patrons save time by allowing more items to be returned at one time.

The Bibliotheca ecosystem of solutions enables full integration across all our service points, ensuring a streamlined customer service experience with lower initial costs.



Thank You!

Life Connected.

Library
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrea Ortiz, Library Director
CC:	Steve Walsh, Director of Parks and Recreation, Karla Stovall, Assistant City Manager
Date:	March 10, 2026

Agenda Item:
Consider and act to approve the purchase of six (6) Self-Check kiosks and people counters for the Downtown Center from Bibliotheca through a BuyBoard contract with the State of Texas, for an amount not to exceed $113,643.27. (Ortiz)

Background Information:
The Celina Public Library is seeking to purchase six self-checkout kiosks to support daily circulation operations and to manage room reservations, print release, computer reservations, and an eCommerce system for patrons to pay fees. This system will assist staff by automating and consolidating multiple library operations into a single point of service. The practicality of purchasing these kiosks is that they reduce the number of library staff needed to assist patrons across multiple service points, resulting in a more efficient customer service experience. Additionally, the Library is proposing the purchase of five people counters and the supporting software to operate them. This package will ensure that accurate data is generated and that the collection is protected. The delivery time is around November 2026. Due to the time required to manufacture and install a project of this size, it will take approximately six months from the date the purchase contract is signed until we receive the system for installation.

The units will be purchased through the following cooperative contract: BuyBoard Contract 739-24.

The City maintains an executed Interlocal Agreement with the cooperative agency named above. Chapter 271 of the Local Government Code authorizes cooperative purchases. Using the contracts satisfies the competitive bidding requirement while saving time and funding on developing specifications and avoiding duplication of work.

Legal Review:

Supporting Documents:

1. Staff Presentation
2. Bibliotheca - Quote
3. Form 1295

Financial Consideration:

Staff Recommendation:

Staff recommends authorizing the purchase as presented.



Downtown Center Library

Bibliotheca Self-Check Kiosks

Andrea Ortiz, Director of Library Services



- **ADA Friendly**
  Accommodate All Patrons
- **All-In-One**
  Integrated Service
- **Cashless System**
  for Convenient Payment

8+

Library Services

OFFERED AT EACH KIOSK



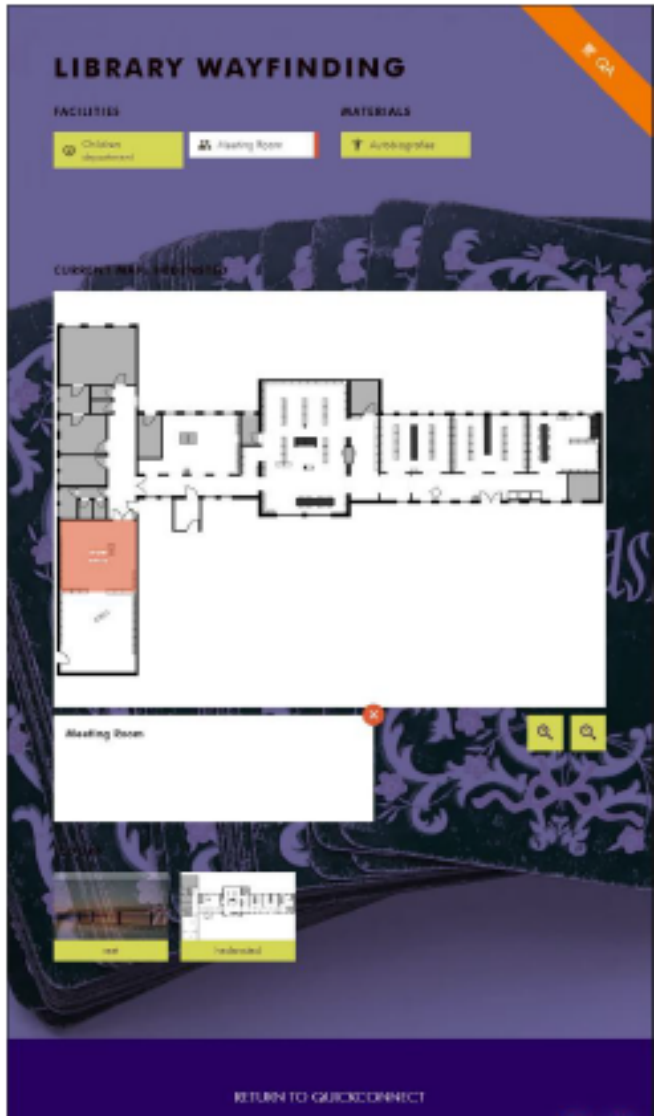
bibliotheca

Bibliotheca Self-Check Kiosks

- Kiosks offer item circulation, computer reservations, print management, room reservations, program reservations, library account services, City News and Event Marketing, and more.
- Bibliotheca offers true SMS text receipts without an internet connection.
- Kiosks allow patrons to use Library services efficiently and with heightened privacy.
- Fully ADA compliant with adjustable height legs and collision sensors that reverse movement of the table.

Wayfinding Done Right





Help patrons find their way with quickConnect v2.10 and uniFi+.

- FREE support from Bibliotheca to create a high-quality schematic of your library
- uniFi+ offers a simple platform to create professional wayfinding
- Helpful for first-time visitors who speak a language not spoken by the staff. Patrons can choose a language in quickConnect and wayfinding can display in select languages.

Bibliotheca Self-Check Kiosks

Self-Check kiosks can be used as wayfinding for the Downtown Center and the Library

Patrons can navigate each floor and collection with ease.

uniFi+ allows a cohesive marketing approach for each self-check kiosk and other screens throughout the library.



Thank You!

Bill To
Celina Public Library - TX
142 N Ohio Dr
Celina TX 75009
United States

Ship To
Celina Public Library - TX
142 N Ohio Dr
Celina TX 75009
United States

Quote QUO-US27361

Date 2/12/2026

Customer:	C1003371-US	Payment Terms:	50% on Order, 50% on Ship Net30
Quote Expiration:	5/13/2026	Sales Rep:	Zachary Faulkner
Memo (External):	BuyBoard Contract #739-24		

Item	Quantity	Net Price	Net Extended
Freight Standard Service SHP000001-000	1	8,600.00	8,600.00
selfCheck™ 3000 - base kiosk/Desktop SCK800000-000	6	9,413.20	56,479.20
selfCheck™ 3000 - full height leg SCK820000-000	4	680.00	2,720.00
selfCheck™ 3000 - height adjust leg SCK830000-000	2	2,900.00	5,800.00
selfCheck™ 3000 - side shelf, right - Has 2 from Little Elm SCK802000-000	4	249.00	996.00
selfCheck™ 3000 - return bin kit, left SCK803000-000	1	2,500.07	2,500.07
BBPOS Wise Wi-Fi Only Payment terminal, Stripe - (6) for SCs (2) for front desk SCK600300-000	8	329.00	2,632.00
quickConnect selfCheck Stripe QR and POS Integration (1 kiosk) SCK600300-000-SUB	6	149.00	894.00
Stripe reader pole, sC3000 only SCK800012-000	6	199.00	1,194.00
RFID workstation shielded NA STF000017-001	3	1,309.00	3,927.00
RFID workstation™ USB STF313202-000	4	1,078.00	4,312.00
quickConnect selfCheck PaperCut (Print Release) Integration, 1 license SUB000001-000	6	99.00	594.00

Bibliotheca, LLC - 11190 Hudson Blvd N, Ste 300 - Lake Elmo, MN 55042-4552

Item	Quantity	Net Price	Net Extended
cloudCheck tablet, global SKU SCK400000-000	1	2,000.00	2,000.00
cloudCheck tablet annual license (max 4 devices) SCK400000-000-SUB	1	1,700.00	1,700.00
open+ count (inc. 1 year subscription) OPN000601-000	5	2,175.00	10,875.00
uniFi+ core software EXCL. controllers, 1 year subscription, pr. 5 screens - (6) for SCs (4) for TVs. TRL000014-000	2	1,187.00	2,374.00
uniFi+ Installation Time Unit TRL000100-000	7	72.00	504.00
Subscription: libraryConnect™ LINK subscription - 1 license / device SWR000080-000-SUB	8	299.00	2,392.00
Introduction to libraryConnect LINK EDU040020-000	1	900.00	900.00
Introduction to quickConnect and System Manager EDU010011-000	1	1,350.00	1,350.00
Introduction to uniFi EDU050030-000	1	900.00	900.00

Subtotal:	**113,643.27**
Tax Total:	0.00
Total:	**113,643.27**
Currency:	US Dollar

Terms and Conditions:

After 60 days, Bibliotheca, reserves the right to revise quote.
Freight charges are estimated, actual charges will be billed.
AMH systems will be invoiced at 50% order placement, 40% shipment, 10% at acceptance
Taxes are not finalized until invoiced based on shipping jurisdiction, taxability, and rates at that time.
A copy of Tax Exemption Certificate is required with purchase order for all tax exempt customers
A 20% restocking fee, in addition to in-bound and out-bound shipping, will be charged for all returns.

https://www.bibliotheca.com/en-us-terms-of-sale-agreement/

Submit Purchase Order by fax to 877-689-2269 or by email to orders-us@bibliotheca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1426025

Date Filed:
02/26/2026

Date Acknowledged:
02/26/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Bibliotheca, LLC
Lake Elmo, MN United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Celina

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

VII O & VII P
Self Check Kiosks & Automated Material Handling System

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

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: March 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 Office/Medical Office use on approximately one (1) acre; generally located at the northwest corner of Colorado Street and Oak Street, within the Downtown Code – Verandas District, within the City limits. (Mohan)

Background Information:
The subject property is approximately 0.67 acres, located within the City limits. The property is currently zoned Downtown Code, Verandas District. The applicant desires to operate a professional office. The Downtown Code requires Office/Medical land uses to first obtain a Specific Use Permit (SUP) from the City Council to legally operate in the Verandas District when not fronting a Major Corridor. The SUP requirement helps determine the appropriateness of a proposal. The City has broad discretionary approval of the requested SUP.

Within the Downtown, home conversions are permitted, provided that the conversions maintain the existing residential character of the property; maintain faux-historic architecture (as much as possible); and visually mitigate parking (prohibited between the home and the street). Monument signs are also prohibited (wall signage would be allowed), and in certain situations, screening is also required per Downtown Code to maintain the residential character.

In this specific request, the applicant proposes to preserve the residential character of the home. The Downtown Master Plan envisioned homes tastefully converting into offices when appropriate, and generally, professional office is a low-intensity land use.

The Planning & Zoning Commission unanimously recommended approval (7-0) at its regular meeting in February, with the condition that only professional office, not medical office, is permitted. There were no public speakers at the Public Hearing.

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.

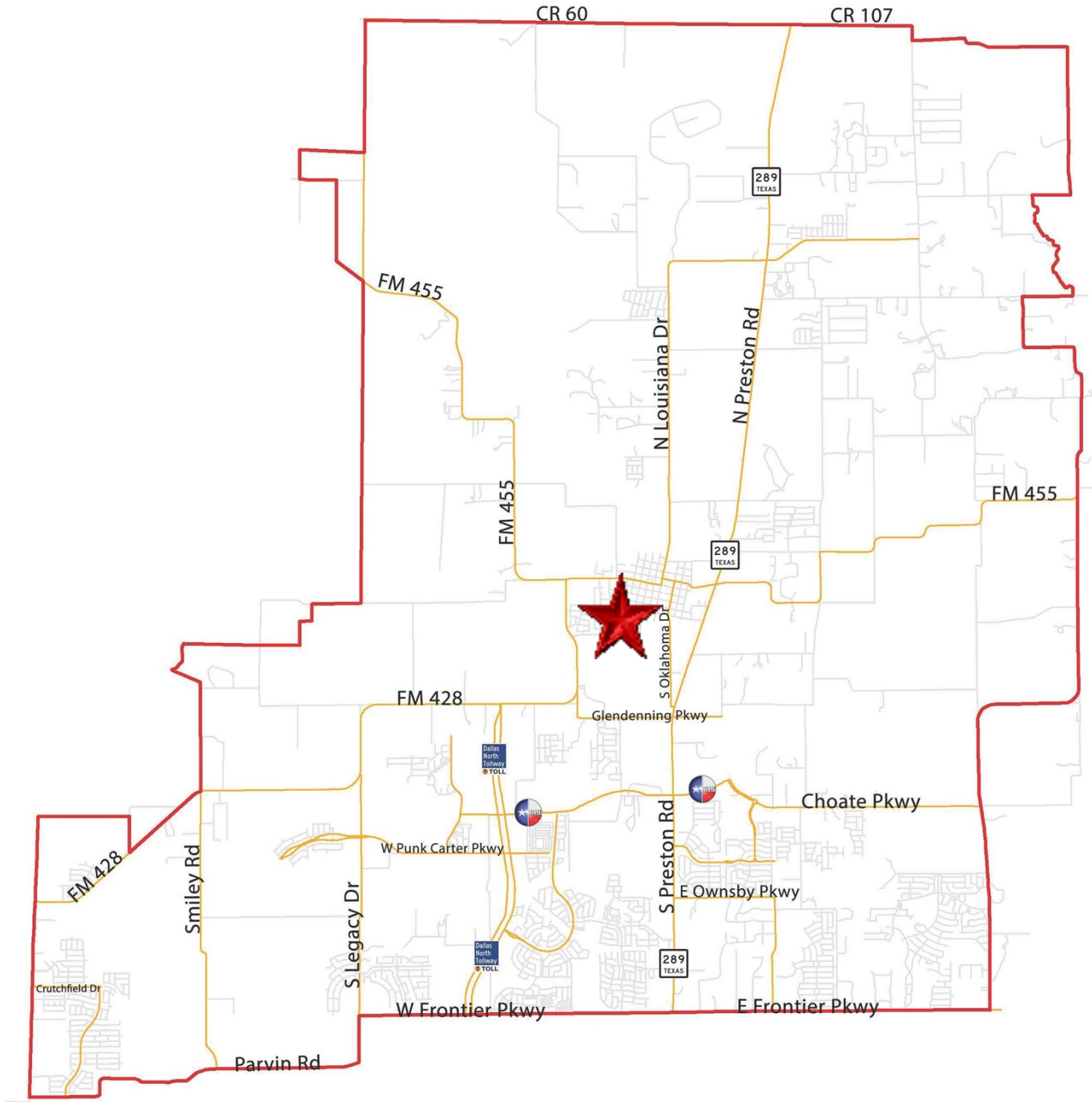


309 S Colorado

Specific Use Permit

City Council

March 10, 2026


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

Location Map

The subject property is generally located at the northwest corner of Colorado Street and Oak Street



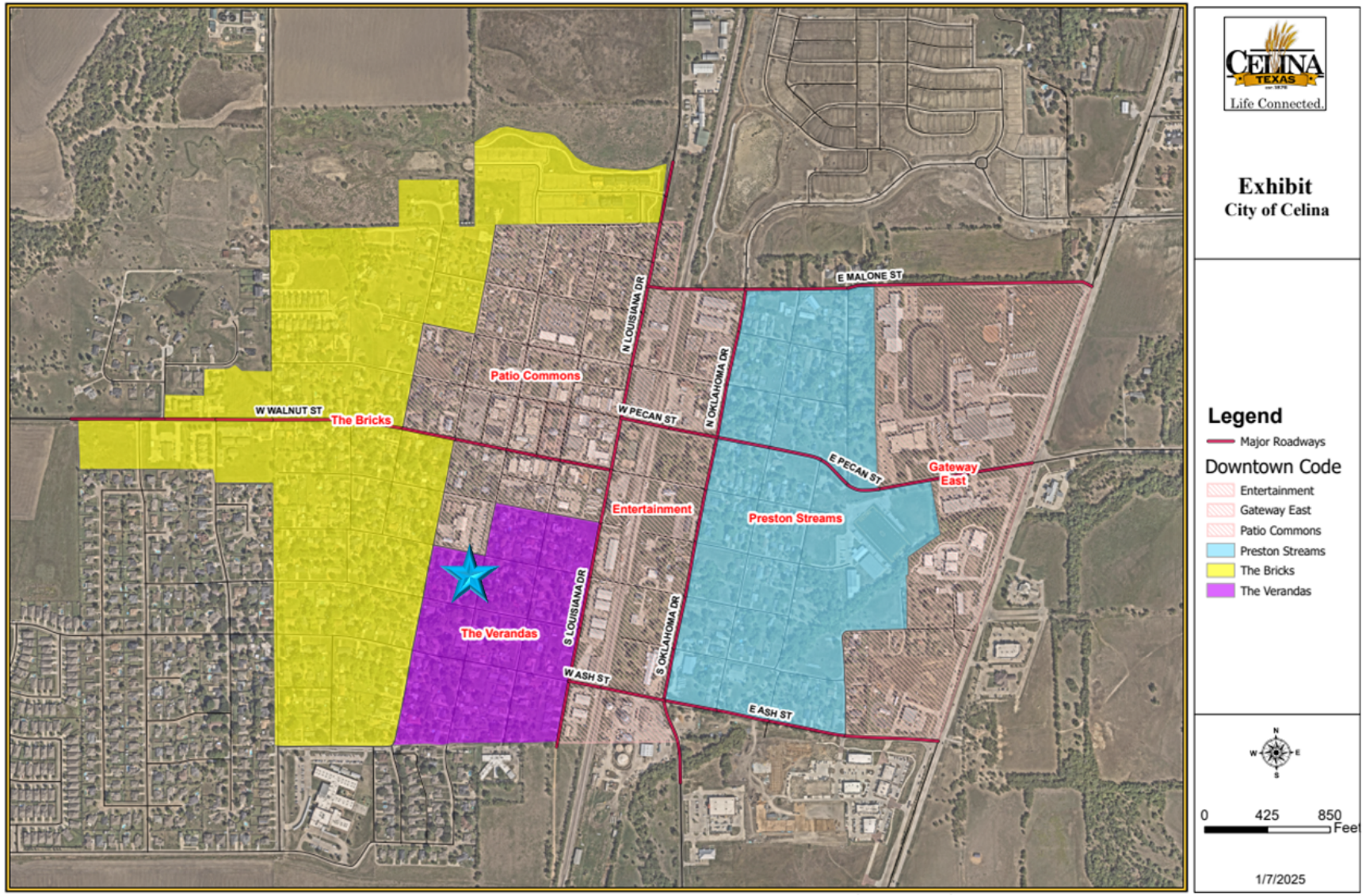
BACKGROUND

- The subject property is approximately 0.67 acres, located within the City Limits
- The property is currently zoned Downtown Code, Verandas District
- The applicant desires to operate a professional office

ZONING OVERVIEW

- The Downtown Code requires Office/Medical land uses to first obtain a Specific Use Permit (SUP) from the City Council to legally operate in the Verandas District when not fronting a Major Corridor

MAJOR CORRIDOR MAP



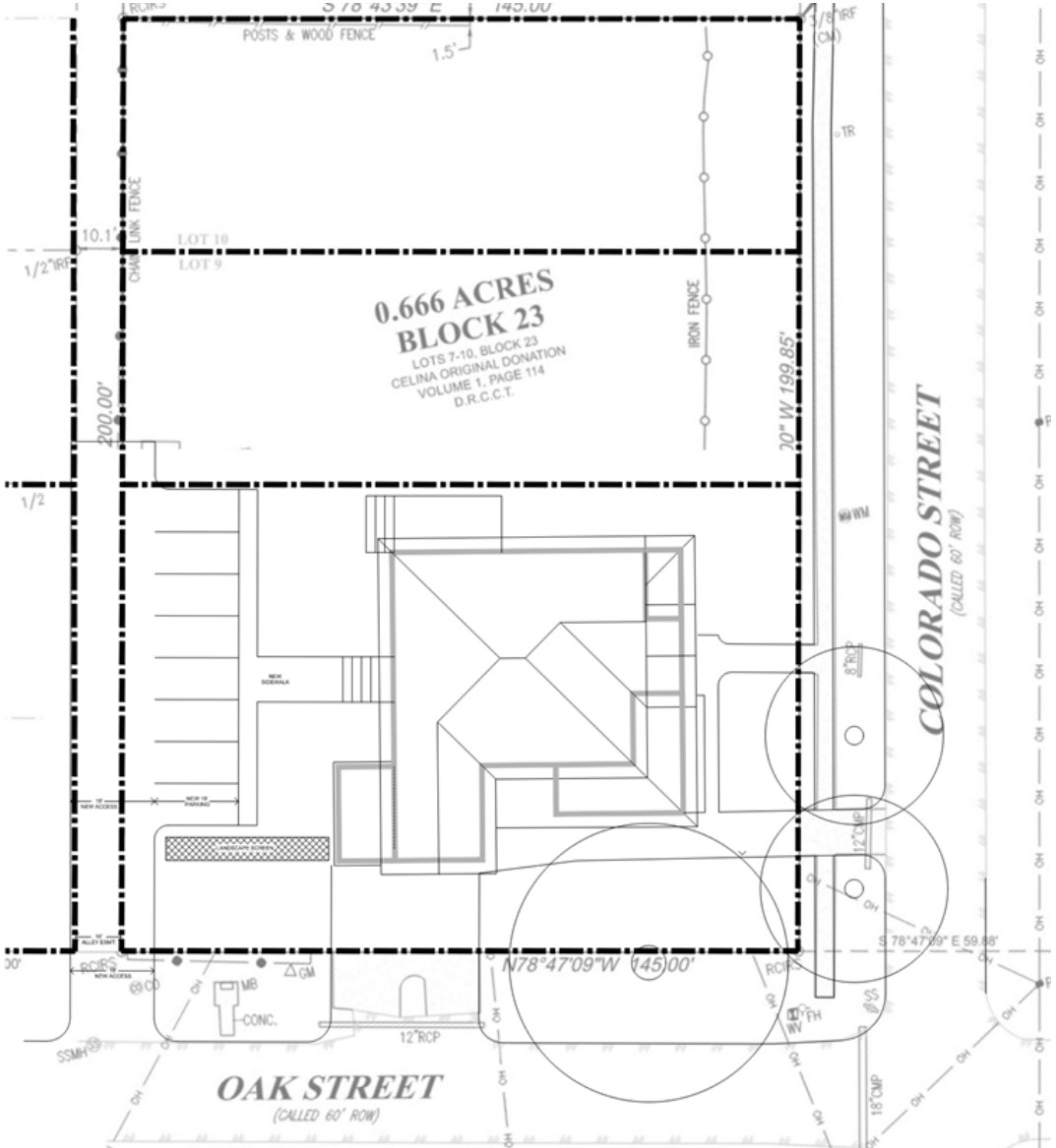
SUP OVERVIEW

- The purpose of the SUP requirement is to determine the appropriateness of a proposal
- The City has broad discretionary approval of the requested SUP

HOME CONVERSIONS

- Required to maintain the residential character of the property
- Required to maintain faux-historic architecture (as much as possible)
- Parking is prohibited between the home and the street, and must be visually mitigated
- Monument signs are prohibited (wall signage would be allowed)
- Screening required per Downtown Code

CONCEPT PLAN



EXISTING HOME



Colorado Dr

Oak St



POLICY CONSIDERATIONS

- The applicant proposes to preserve the residential character of the home
- The Downtown Master Plan envisioned homes tastefully converting into offices when appropriate
- Professional office is a low-intensity land use

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (7-0) at its regular meeting in February, with the condition that only professional office, not medical office, is permitted.
- There were no public speakers at the public hearing
- Staff recommends approval as presented



Thank You!



Legend

- Parcels
- Roads
- City Limits
- Subject Property

25-SUP-04 - 309 S Colorado
Location Map
City of Celina

2/2/2026

N W E S

0 95 190
Feet

CITY OF CELINA, TEXAS
ORDINANCE 2026-____
309 S COLORADO - 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 .67 ACRE TRACT OF LAND SITUATED IN THE JOHN WILLOCK SURVEY, ABSTRACT NO. 975, BEING ALL OF LOTS 7, 8, 9, AND 10, BLOCK 23 OF THE CELINA ORIGINAL DONATION, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHWEST CORNER OF COLORADO STREET AND OAK STREET, WITHIN THE CITY LIMITS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREIN TO BE DESIGNATED WITH THE DOWNTOWN CODE (DTC), VERANDAS ZONING AND A SPECIFIC USE PERMIT PROVIDING FOR A PROFESSIONAL OFFICE; 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 "Professional Office" use has been requested for the property generally located at the northwest corner of Colorado Street and Oak 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 a "Professional Office" for the property generally located at the northwest corner of Colorado Street and Oak 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 at the northwest corner of Colorado Street and Oak Street, Celina, Texas, with the Downtown Code (DTC), Verandas zoning and a Specific Use Permit for a Professional Office.

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 generally located at the northwest corner of Colorado Street and Oak 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.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 10th day of March, 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

SITUATED in the State of Texas, County of Collin, City of Celina, being part of the John Willock Survey, Abstract No. 975, being all of Lots 7, 8, 9 and 10, Block 23 of Celina Original Donation as recorded in Volume 1, Page 114 of the Deed Records of Collin County, Texas, with said premises being more particularly described as follows:

BEGINNING at a 3/8" iron rod found in the west right-of-way line of Colorado Street (60 foot right-of-way) marking the southeast corner of Lot 11, Block 23 of said Celina Original Donation, the northeast corner of Lot 10 and the herein described premises, from which a 3/8" iron rod found marking the northeast corner of Lot 12, Block 23 of said Celina Original Donation, bears North 11°21'00" East, 100.20 feet, and being in the south right-of-way line of Elm Street (60 foot right-of-way);

THENCE with the west right-of-way line of Colorado Street and the east line of Lots 10, 9, 8 and 7, South 11°21'00" West, 199.85 feet to a Roome capped iron rod set in the intersection of the west right-of-way line of Colorado Street and the north right-of-way line of Oak Street (60 foot right-of-way), marking the southeast corner of Lot 7 and said premises, from which a 1/2" iron rod found marking the southwest corner of Block 18 of said Celina Original Donation, bears South 78°47'09" East, 59.88 feet;

THENCE with the north right-of-way line of Oak Street and the south line of Lot 7, North 78°47'09" West, 145.00 feet to a Roome capped iron rod set in the east line of a 10 foot unimproved alley, marking the southwest corner of Lot 7 and said premises, from which a 1/2" iron rod found marking the southwest corner of Lot 6, Block 23 of said Celina Original Donation, bears North 78°47'09" West, 155.00 feet;

THENCE with the east line of said 10 foot unimproved alley and the west line of Lots 7, 8, 9 and 10, North 11°21'00" East, 200.00 feet to a Roome capped iron rod set, marking the southwest corner of the aforementioned Lot 11, the northwest corner of Lot 10 and said premises;

THENCE wit hthe south line of Lot 11 and the north line of Lot 10, South 78°43'39" East, 145.00 feet to the place of beginning and containing 0.666 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: March 10, 2026

Agenda Item:
Conduct a Public Hearing to consider and act upon a request for a Development Agreement on approximately nine (9) acres of land; generally located along Choate Parkway and approximately 1,700 feet east of Coit Road, within both the City limits and the Extraterritorial Jurisdiction (ETJ), for Creekway Shops. (Mohan)

Background Information:
The subject property is approximately nine (9) acres, between two parcels of land, and spans both the City limits and the Extraterritorial Jurisdiction (ETJ). The applicant is proposing a development with retail buildings along Choate Parkway and additional allowed land uses in the rear of the property. The proposed Development Agreement outlines the future annexation and zoning for the property, which would be a Planned Development "PD" with a base zoning of Commercial, Office, & Retail District (C).

The western parcel was annexed in September 2025, with Agricultural (AG) zoning. At the time of annexation, the land uses included fleet vehicle parking, metal buildings, gravel storage yards, and outside storage. State law protects land uses active at the time of annexation in perpetuity. The eastern parcel is in the ETJ, and under a pre-annexation agreement that expires in August 2035. The applicant desires to combine the parcels within City limits, zone to a governing PD, and redevelop the site.

As an overview of the development, the existing land use operations shall be abandoned at time of redevelopment. Buildings adjacent to Choate Parkway will develop as traditional retail buildings, unless the entire site develops as self-storage. The development in the rear of the property may include contractor shops or self-storage. The contractor shops shall be fully clad in Category A masonry material (brick/stone). Outdoor storage as part of the contractor shops, is permitted, if screened according to the Zoning Ordinance (8' tall masonry wall) and on the interior.

The below policy considerations apply to this property:
- The DA will bring an additional 6 acres into the City Limits, allowing City standards to apply instead of County regulations.
- The existing land use is visually unappealing and detrimental to property values, per feedback from adjacent developments.
- The interior development would be visually screened by the retail buildings or masonry wall along Choate, Wilson Creek floodplain, existing contractor shops to the east, and is set back into the property.
- The market supports additional contractor shops, which provides square footage for local businesses that do not neatly fit on Preston Road.
- The proposed buildings will be masonry.
- Redevelopment of the subject property within City Limits is an improvement over existing conditions.

The Planning & Zoning Commission unanimously recommended approval (7-0) at its regular meeting in February. There was no public feedback at the public hearing.

Legal Review:
The City Attorney has reviewed this agreement.

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

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval, as presented.

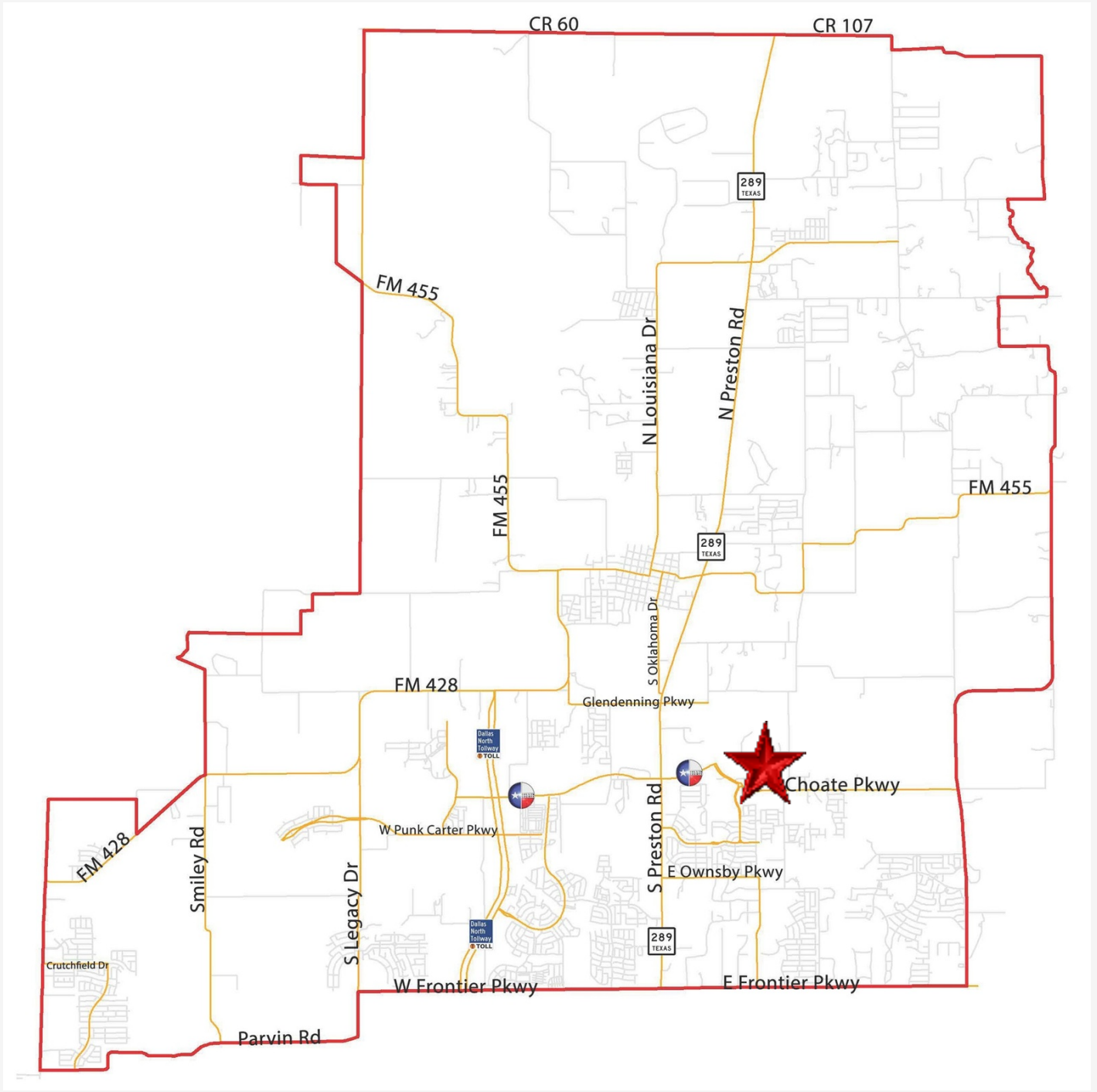


Creekway Shops

Development Agreement

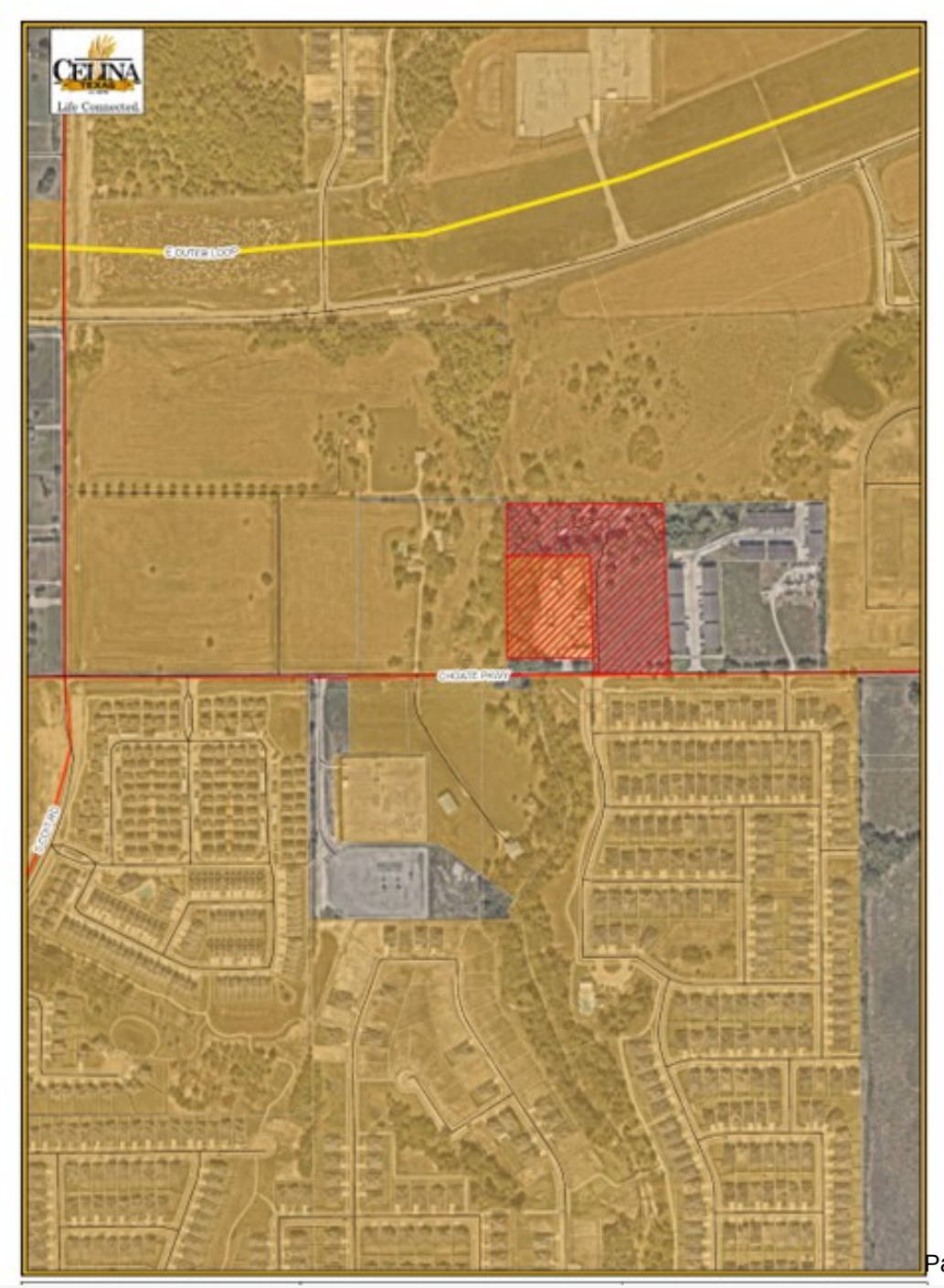
City Council

March 10, 2026


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

Location Map

The subject property is generally located along Choate Parkway and approximately 1,700 feet east of Coit Road



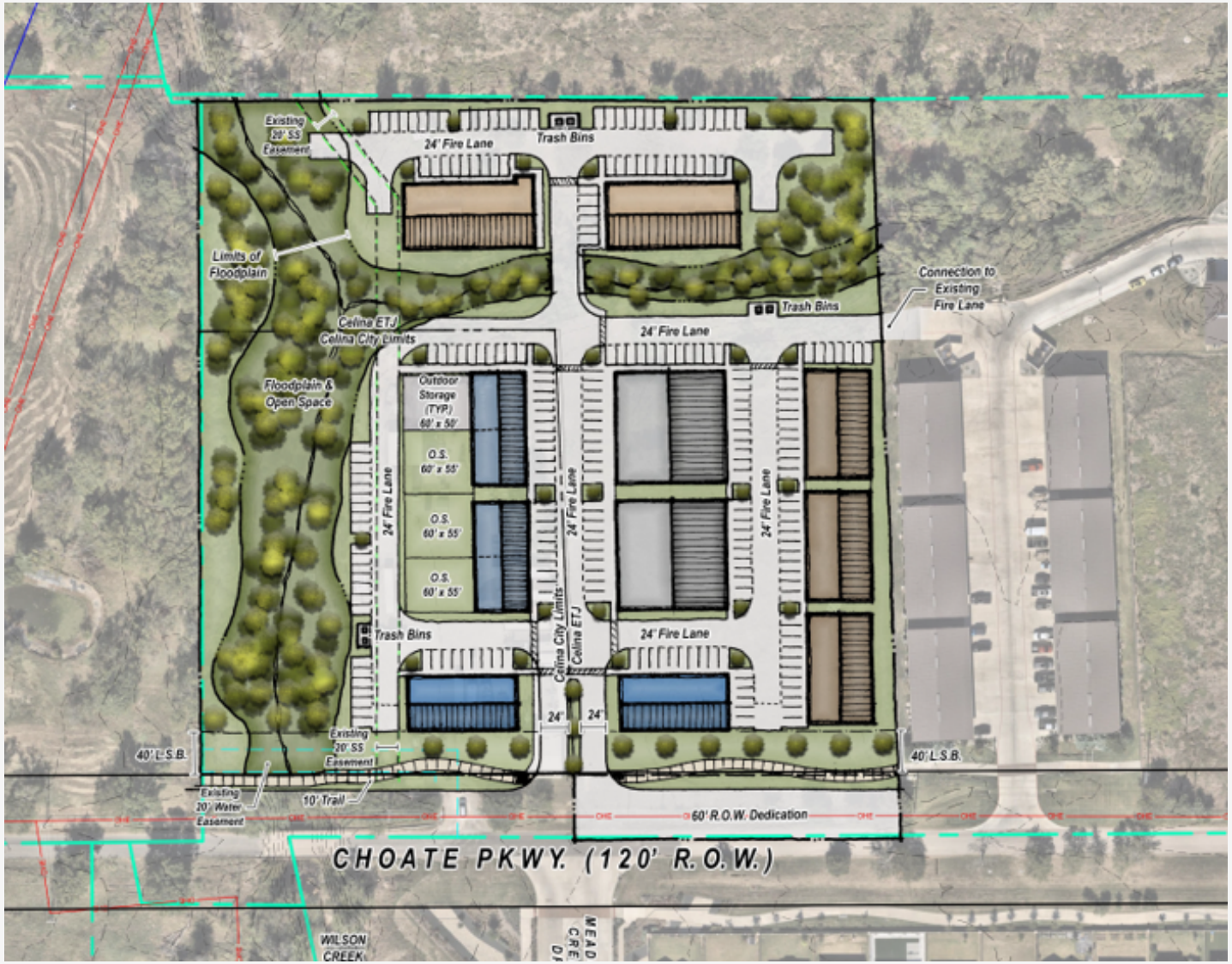
BACKGROUND

- The subject property is approximately 9 acres, between two parcels of land
- The property is currently both within City Limits and the Extraterritorial Jurisdiction (ETJ)
- The applicant is proposing a development with retail buildings along Choate Parkway and additional allowed land uses in the rear of the property
- The proposed Development Agreement outlines the future annexation and zoning for the property, which would be a Planned Development “PD” with a base zoning of Commercial, Office, & Retail District (C)

ENTITLEMENT OVERVIEW

- The western parcel was annexed in September 2025, with Agricultural (AG) zoning
- At time of annexation, the land uses included fleet vehicle parking, metal buildings, gravel storage yards, and outside storage
- State law protects these land uses in perpetuity
- The eastern parcel is in the ETJ, under a pre-annexation agreement that expires in August 2035
- The applicant desires to combine the parcels within City Limits, zone to a governing PD, and redevelop the site

CONCEPT PLAN



OVERVIEW

- The existing land use operations shall be abandoned generally at time of development
- Buildings adjacent to Choate Parkway will develop as traditional retail buildings, unless the entire site develops as self-storage
- The development in the rear of the property may include contractor shops or self-storage
- The contractor shops shall be fully clad in Category A masonry material (brick/stone)
- Outdoor storage as part of the contractor shops, is permitted, if screened according to the Zoning Ordinance (8’ tall masonry wall) and on the interior

EXISTING CONDITIONS



ARCHITECTURE

Generally, there are 3 options with contractor shops:



Solid metal – not recommended



Masonry wainscot – not much better



Full masonry – applicant request

POLICY CONSIDERATIONS

- The DA will bring an additional 6 acres into the City Limits, allowing City standards to apply instead of County regulations
- The existing land use is visually unappealing and detrimental to property values, per feedback from adjacent developments
- The interior development would be visually screened by the retail buildings or masonry wall, Wilson Creek floodplain, existing contractor shops to the east, and is set back into the property
- The market supports additional contractor shops, which provides square footage for local businesses that do not neatly fit on Preston Road
- The proposed buildings will be masonry
- Redevelopment of the subject property within City Limits is an improvement over existing conditions

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (7-0) at its regular meeting in February
- There was no public feedback at the public hearing
- Staff recommends approval as presented



Thank You!

CREEKWAY SHOPS DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Creekway LLC, a Texas limited liability company (the "Owner") and the City of Celina (the "City")(individually a "Party," and collectively, the "Parties"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, on the date the City Council voted to approve this Agreement, Owner owns approximately 9.0 acres of land, generally located on Choate Parkway, approximately 1,700 feet east of Coit Road, a portion of which lies both within the extraterritorial jurisdiction ("ETJ") of the City and the city limits of the City of Celina ("City Limits"), and within Collin County, Texas and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property; and

WHEREAS, the Owner intends to develop the Property generally for commercial uses (the "Development"); and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the concept plan attached hereto as **Exhibit C** (the "Concept Plan") and the development standards attached hereto as **Exhibit D** (the "Development Standards"); and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

WHEREAS, the Parties contemplate that the Developer execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-3 of Texas Local Government Code, Chapter 43, as forth in Article II below.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
DEVELOPMENT REGULATIONS

1.1 Full Compliance with City Standards. Development of the Property shall be subject to the applicable City Regulations.

1.2 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a final plat for any portion of the Property, the Developer may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

1.3 Building Codes, Fire Codes and Building Materials. *As consideration, the Developer has consented to and requested, and the Parties agree that the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019, shall then touch and concern the Property and be binding upon the Property.*

ARTICLE II
ANNEXATION AND POST-ANNEXATION MATTERS

2.1 Annexation. Within thirty (30) days of being requested to do so by the City, the Developer agrees to (a) submit a voluntary annexation petition for the portion of the Property not currently in the corporate limits of the City, (the "ETJ Property"). The Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the ETJ Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the ETJ Property. If the City is unable to complete the annexation of the ETJ Property for any reason, including but not limited to procedural error or legal challenge, the Developer shall execute another voluntary annexation petition for the ETJ Property, within ten (10) days of being requested to do so. The Developer acknowledges and agrees that:

(a) this Section 2.1 was a material inducement for the City to enter into this Agreement with Developer;

(b) the Developer is not required to enter into this Agreement;

(c) the annexation procedures described in this Agreement require the Developer's consent, and by entering into this Agreement, the Developer hereby voluntarily provides such consent; and

(d) with this Agreement and the provisions contained herein, the City has provided to the Developer the written disclosure required by Section 212.172(b-1) of the Texas Local Government Code.

2.2 Zoning of Property.

(a) While the Parties expressly acknowledge that the ETJ Property will be voluntarily annexed in accordance with Section 2.1 of this Agreement, the Parties agree that the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. Upon annexation of the ETJ Property, the City shall consider zoning the ETJ Property and rezoning the portion of the Property currently located inside the corporate limits of the City to PD Planned Development District as provided for in the Development Standards in Exhibit D with a base zoning of "C," Commercial, Office, & Retail Use except as amended herein.

(b) Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control.

2.3 Exterior Building Materials and Other Construction Standards. The Developer of any project within the Property shall construct the Development with the following standards:

(a) The building exteriors shall be fully clad in Category A masonry material. Buildings may have roll up doors, but the roll up doors may not face Choate Parkway.

(b) The driveway shall line up with the existing roadway across Choate Parkway and shall include a median. Fire lane shall connect to property to the east where the FAUE easement shown on the Celina Commercial minor plat extends to the Property.

2.4 Existing Uses and Private Restrictions. The Owner agrees to the following transition of existing uses:

(a) Unless meeting the new use and development standards proposed herein, the electrical equipment parking/storage and semi-truck parking uses shall cease the later of (1) the Certificate of Occupancy for a new building constructed on the Property, (2) the removal of the metal building, or (3) within 90 days of the approval of a Planned Development zoning district for the Property consistent with the terms of this agreement. Further, the landscaping uses may continue to be used on the Property. Once a contractor's shop is built in the interior of the property, the landscaping uses shall be relocated into a contractors shop building with outdoor storage as allowed in the

Development Standards in Exhibit D. Any non-conforming uses not listed herein shall cease within 90 days of the approval of a Planned Development zoning district for the Property consistent with the terms of this agreement.

(b) No multifamily allowed as shall be provided by deed restrictions for 1828 Choate Parkway (Parcel ID 2647903).

ARTICLE III
TERM

The term of this Agreement shall be for a period of 20 years after the Effective Date, except that Section 1.3, plus all provisions referenced in Section 1.3, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE IV
EVENTS OF DEFAULT; REMEDIES

4.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

4.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE V
ASSIGNMENT AND ENCUMBRANCE

5.1 Assignment by Developer to Successors.

(a) The Developer has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become an owner of any portion of the Property or

(ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

5.2 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement.

5.3 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE VI
RECORDATION

This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property.

ARTICLE VII
ADDITIONAL PROVISIONS

7.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

7.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows ("Notice"):

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: rranc@celina-tx.gov TEL: (972) 382-2682
With a copy to:	Attn: Julie Fort Messer Fort PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com TEL: (972) 668-6400
To the Developer:	Chris Hatfield Creekway LLC 170 S Preston Road, Suite 50 Prosper, TX 75078
With a copy to:	Robert Daake, P.E., Esq., CRE The Law Offices of Robert D. Daake, PLLC 322 W. Walnut Street, Suite 210 Celina, TX 75009 Email: rob@daake-law.com TEL: (469) 989-7265

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

7.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

7.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

7.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

7.6 Entire Agreement. This Agreement, and any agreement related to fees to be charged by a homeowner's association to support public education, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

7.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

7.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in each county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

7.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes

for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

7.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

7.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

7.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

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

7.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

7.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

7.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

7.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

7.17 Statutory Verifications. The Developer makes the following representation and verifications to enable the City to comply with Chapters 2252 and 2270, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

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

[signatures on following pages]

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 2026.

Date: _____

CITY OF CELINA

By: _____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens
City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2026, by Ryan Tubbs, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

OWNER:

Creekway LLC,
a Texas limited liability company

By: _____
Name: Chris Hatfield
Title: Manager

STATE OF TEXAS §
§
COUNTY OF_____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on the ____ day of _____, 2026, personally appeared Chris Hatfield, Manager of Creekway LLC, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

EXHIBIT A
DESCRIPTION OF THE PROPERTY
(following two pages)

Legal for 1904 Choate Parkway

Property Description and Depiction

BEING a tract of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas, and being a part of that same tract of land as described in deed to Brent E. and Tamara Entrop recorded in Volume 4932, Page 716 in the Deed Records of Collin County, Texas (DRCCT), and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys" in the center of County Road No. 88, called to be the south line of said Levin Routh Survey, at the southwest corner of a tract of land as described in deed to Wesley D. Stalup recorded in Volume 3014, Page 280 DRCCT, and lying in the north line of a tract of land as described in deed to Robert E. Titus recorded in Volume 1017, Page 123 DRCCT;

THENCE West, along the center of said County Road No. 88 and north line of said Titus tract, 295.20 feet to a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys";

THENCE N 02°07'35" W, departing said County Road No. 88, at all times remaining 295.00 feet west of and parallel to the east line of said Entrop tract, 457.08 feet to a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys";

THENCE West, 322.94 feet to a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys" in the east line of a tract of land as described in deed to Kenneth F. Ewing recorded under Clerk's File No. 95-0081595 DRCCT;

THENCE N 00°02'40" W, along the east line of said Ewing tract, 205.60 feet to a 5/8-inch iron rod set with plastic cap stamped "Sparr Surveys" part way up the west bank of Wilson Creek, at the easterly northeast corner of said Ewing tract and lying in the south line of a tract of land as described in deed to Belknap FP, Ltd. recorded in Volume 4288, Page 162 DRCCT;

THENCE N 89°55'58" E, along the south line of said Belknap FP tract, 610.64 feet to a 1/2-inch iron found at the northwest corner of said Stalup tract;

THENCE S 02°07'35" E, departing the south line of said Belknap FP tract, along the west line of said Stalup tract, 663.54 feet to the POINT of BEGINNING and containing 6.00 acres of land, more or less.

Legal for 1828 Choate Parkway

Property Description and Depiction

Being all that certain lot, tract or parcel of land located in the LEVIN ROUTH SURVEY Abstract No. 779, Collin County, Texas, being part of a tract of land described in deed to Brent E. Entrop and Tamara Entrop, recorded in Volume 4932, Page 716, Deed Records, Collin County, Texas (D.R.C.C.T.), and being a tract of land described in deed to Tropix Pools Real Estate LLC, recorded under Instrument File No. 20150205000129420 (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found in the north line of Choate Parkway, at the southerly southwest corner of a tract of land described in deed to Suwanna Chaiprasert and Manus Chaiprasert, recorded under Instrument File No.20080606000688720 (D.R.C.C.T.), said point being the southerly southeast corner of said Tropix Pool Tract;

THENCE South 89 deg. 40 min. 51 sec. West, with said north line a distance of 124.32 feet to a 5/8 inch iron rod found at the southerly southwest corner of said Tropix Pools tract;

THENCE North 00 deg. 19 min. 09 sec. West, a distance of 50.00 feet to a 5/8 inch iron rod found at an ell corner of said Tropix Pools tract;

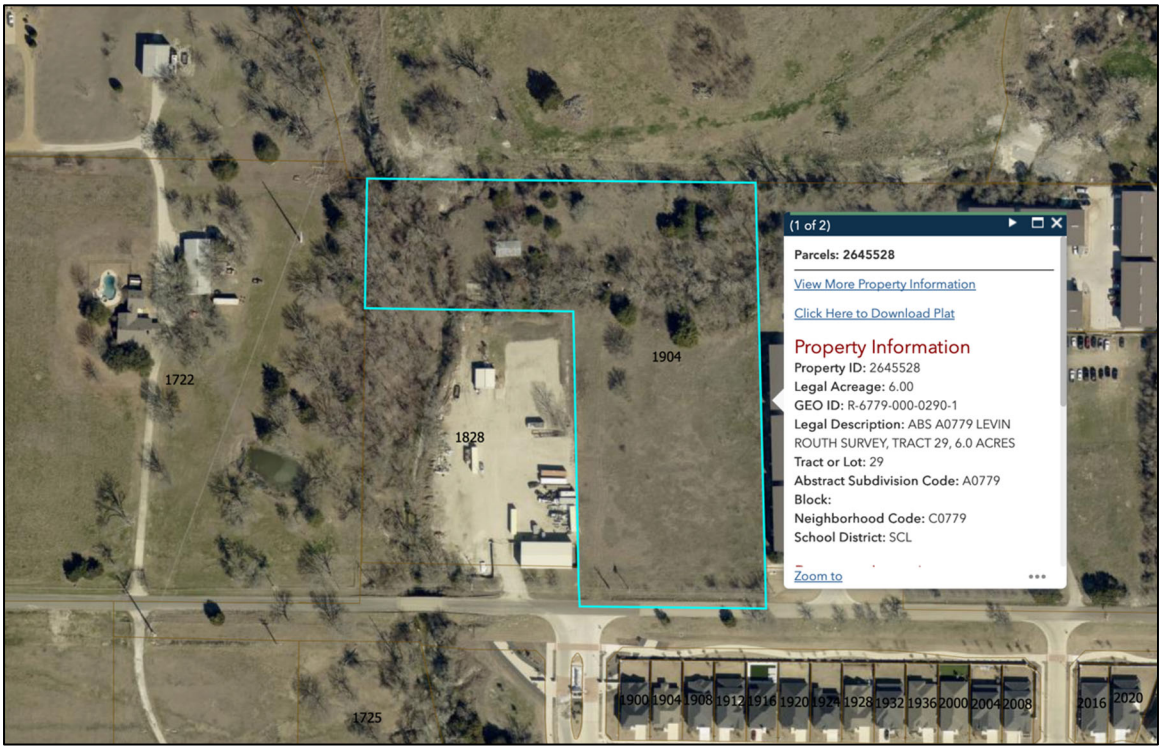
THENCE South 89 deg. 40 min. 51 sec. West, a distance of 215.26 feet to a 5/8 inch iron rod found in the east line of a tract of land described in deed to Rachael A. Hill, recorded under Instrument File No. 20180430000517000(D.R.C.C.T.), said point being the northerly southwest corner of said Tropix Pools tract;

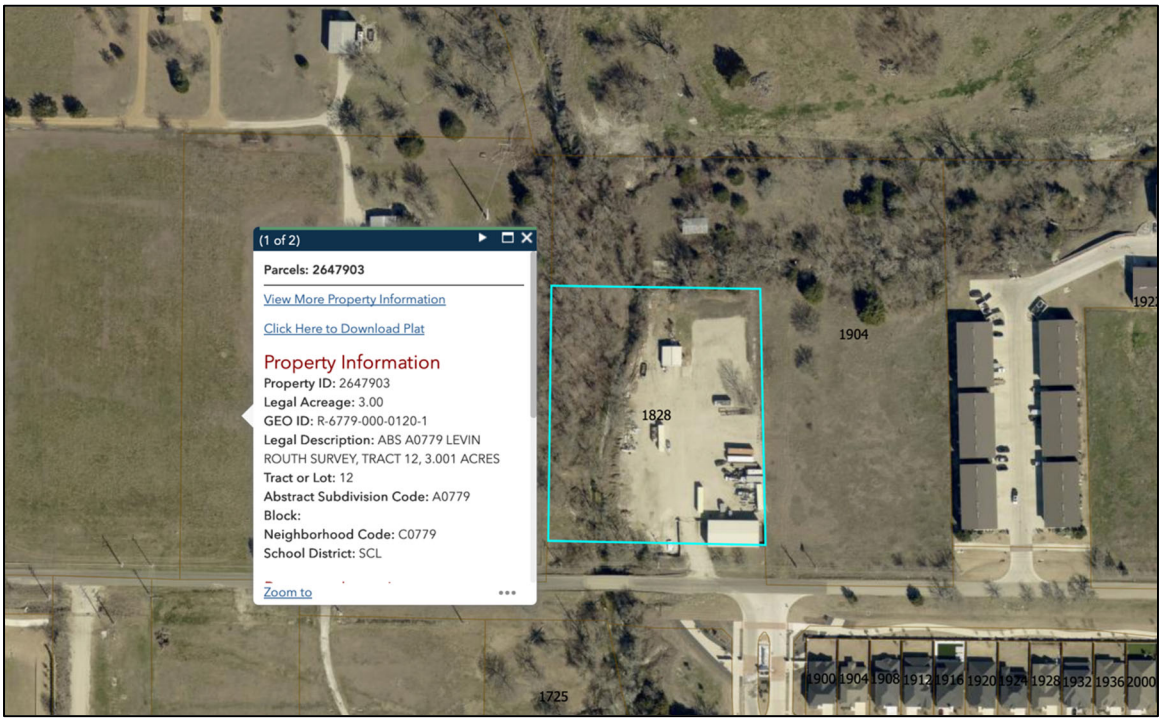
THENCE North 00 deg. 13 min. 03 sec. West, along said east line of Hill tract, a distance of 406.76 feet to a 5/8 inch iron rod found at the northerly southwest corner of said Chaiprasert tract;

THENCE North 89 deg. 40 min. 51 sec. East, a distance of 321.90 feet to a 1/2 inch iron rod found at an ell corner of said Chaiprasert tract, said point being the northeast corner of said Tropix Pools tract;

THENCE South 02 deg. 26 min. 44 sec. East, a distance of 457.07 feet to the PLACE OF BEGINNING and containing140,325 sq. ft. or 3.22 acres of land.

EXHIBIT B
DEPICTION OF THE PROPERTY





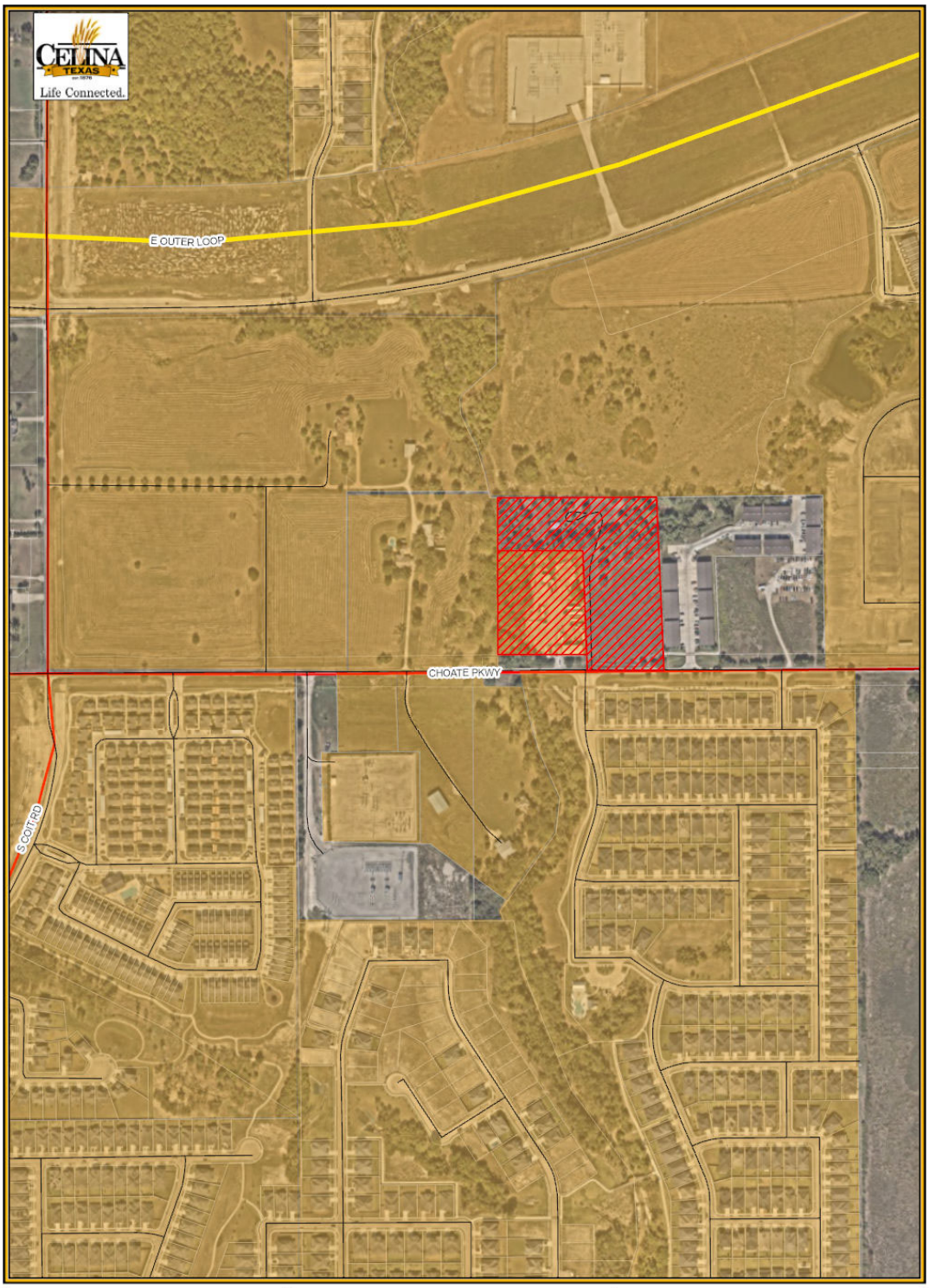

CELINA
TEXAS
Life Connected.
E OUTER LOOP
CHOATE PKWY
S COIT RD
Legend
Subject Property
City Limits
Roads
Parcels
25-DA-22 Creekway Shops
Location Map
City of Celina
12/29/2025
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Feet

EXHIBIT C
CONCEPT PLAN

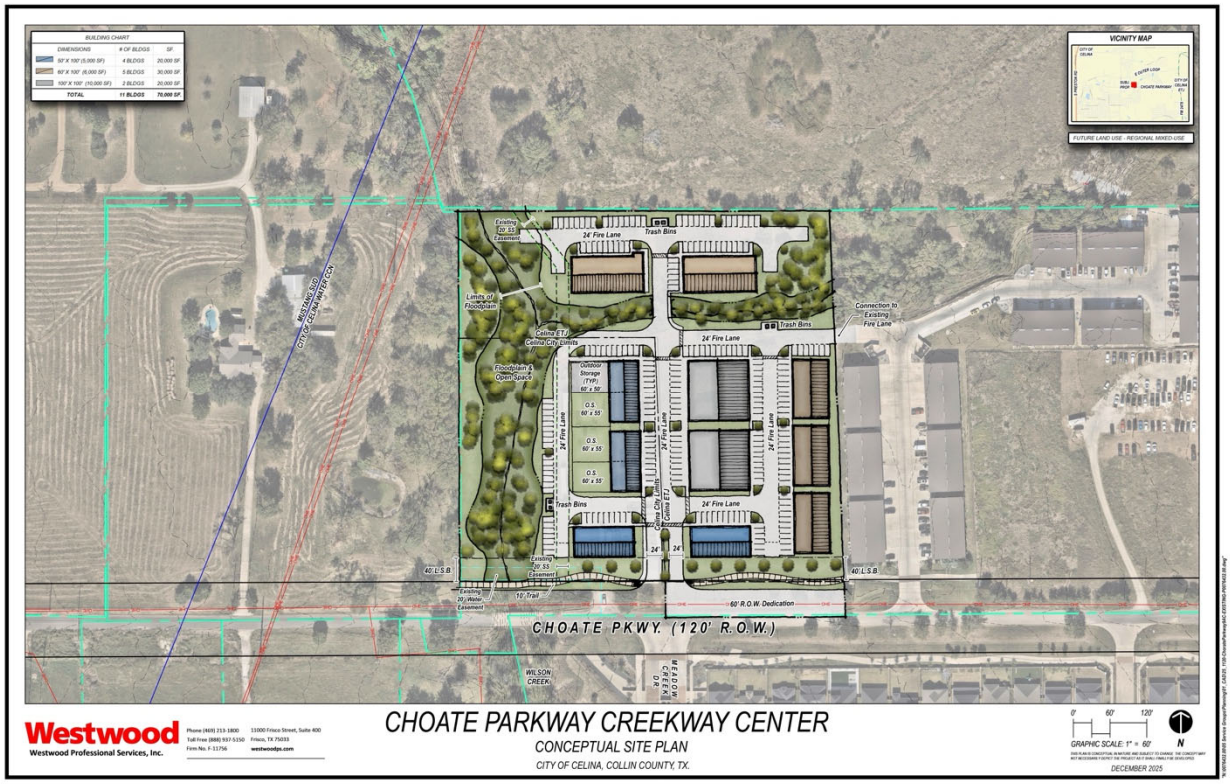
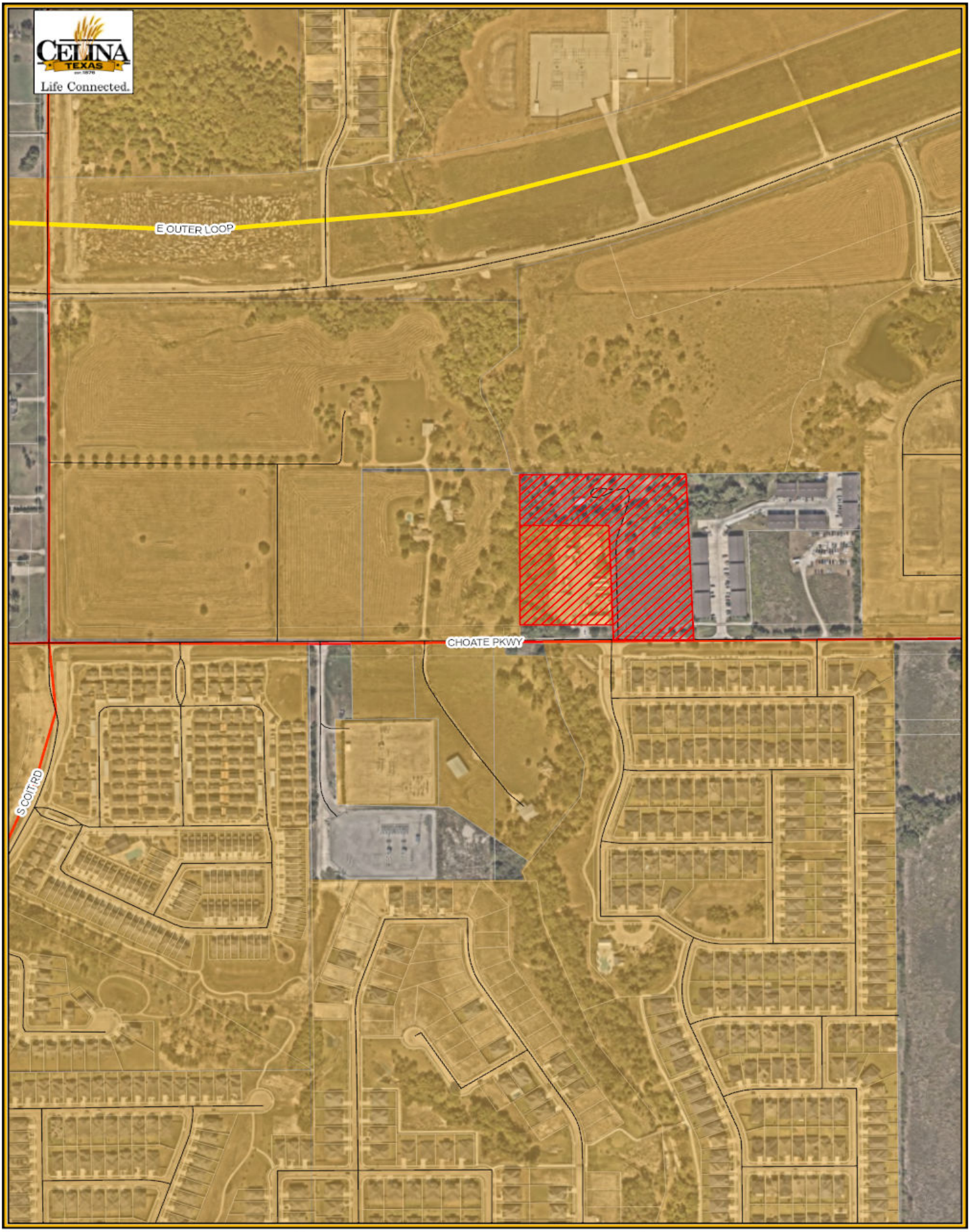


EXHIBIT D
DEVELOPMENT STANDARDS

Development of the 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 Commercial, Office, & Retail District (C) base zoning, with the following modified regulations:

1. The Property shall generally develop per the attached Concept Plan. Nothing on the Concept Plan precludes the administration of Engineering requirements, such as detention, right-of-way dedication, or any other design regulation.
2. Annexation and zoning will follow approval of the Development Agreement.
3. Unless meeting the new use and development standards proposed herein, the electrical equipment parking/storage and semi-truck parking uses shall cease the later of (1) the Certificate of Occupancy for a new building constructed on the Property, (2) the removal of the metal building, or (3) within 90 days of the approval of a Planned Development zoning district for the Property consistent with the terms of this agreement. Further, the landscaping uses may continue to be used on the Property. Once a contractors shop is built in the interior of the property, the landscaping shall be relocated into the contractors shop building with outdoor storage allowed per 5.a, below. Any non-conforming uses not listed herein would cease within 90 days of the approval of a Planned Development zoning district for the Property consistent with the terms of this agreement.
4. The buildings adjacent to Choate Parkway shall develop consistent with the allowed uses and standards as allowed in the Commercial, Office, & Retail District (C) zoning and this PD, including Mini-Warehouse/Self-Storage, except such buildings shall not have outdoor storage or Contractor Shops.
5. The buildings (on the interior) not adjacent to Choate Parkway, may have the additional allowed uses, permitted by right:
    a. Contractor Shops, which allows a combination of office, flex, warehouses, and landscaping suppliers, including outdoor storage if associated with a contractor shop building and screened per the Zoning Ordinance, generally with an 8’ tall masonry wall.
    b. Commercial Amusement, Outdoor and Indoor
    c. Mini-Warehouse/Self-Storage
    d. The small land portion north of the floodplain may develop with land uses as allowed on the northern adjacent property, governed by Planned Development PD No. 142, or with land uses within this PD.
6. No perimeter tree planting is required, except for perimeter landscaping and sidewalk along Choate Parkway. Trees within the landscape and sidewalk easement adjacent to Choate Parkway shall be evergreen.
7. The building exteriors shall be fully clad in Category A masonry material. Buildings may have roll up doors, but the roll up doors may not face Choate Parkway.
8. The driveway shall line up with the existing roadway across Choate Parkway and shall include a median. Fire lane shall connect to property to the east where the FAUE easement shown on the Celina Commercial minor plat extends to the Property.
9. No multifamily shall be allowed on the Property, and such shall be provided by deed restrictions for 1828 Choate Parkway (Parcel ID 2647903).



Legend

- Subject Property
- City Limits
- Roads
- Parcels

25-DA-22 Creekway Shops Location Map

City of Celina

12/29/2025

N
W E
S

0 355 710

Feet

Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee, Director of Development Services
CC: Robert Ranc, City Manager
Date: March 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 and 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. There were no speakers at the P&Z Public Hearing in January. Staff received three (3) 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. Staff requested to table the item at the February City Council meeting.

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.

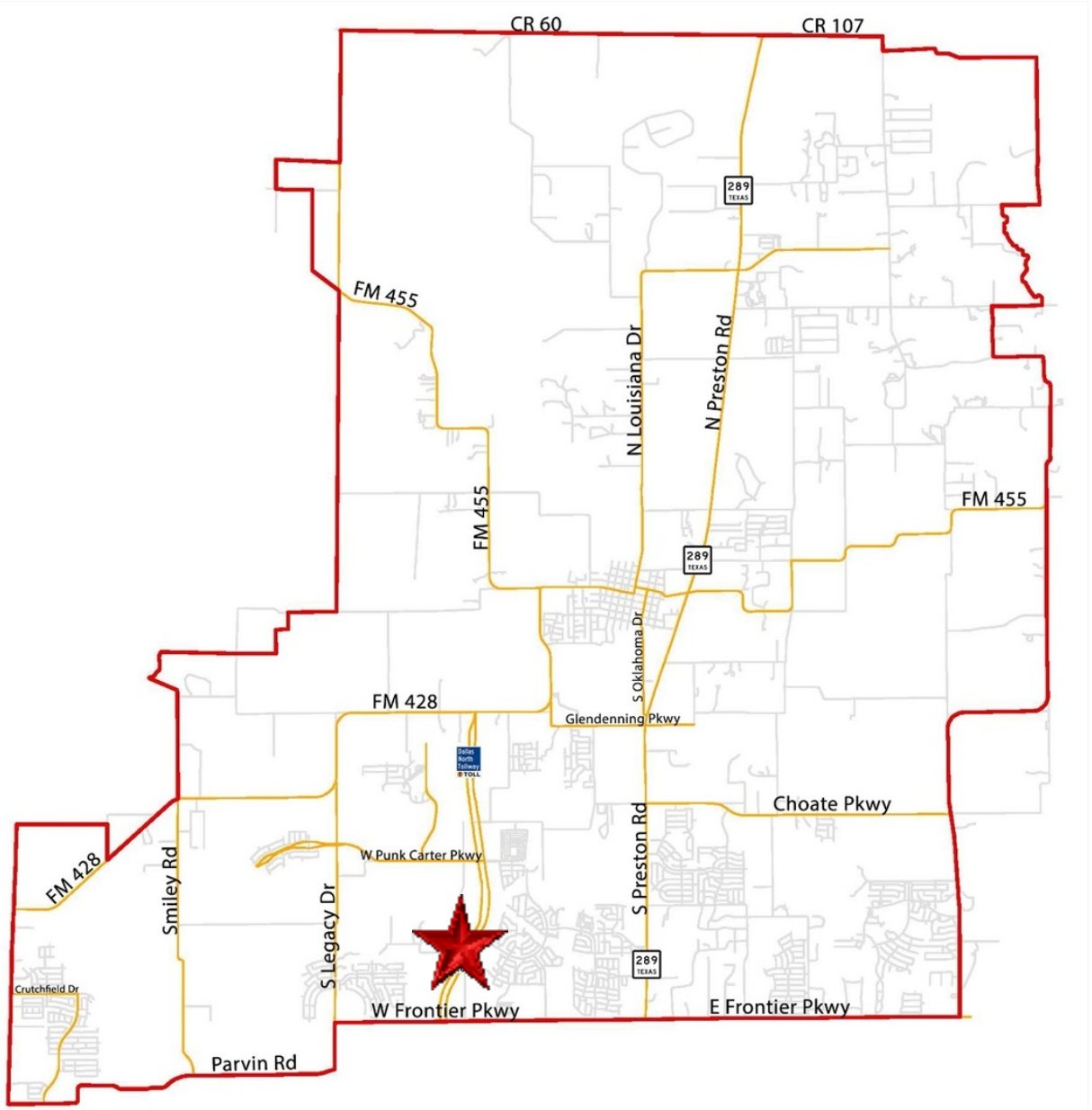


Ewing Buick GMC

PD Zoning

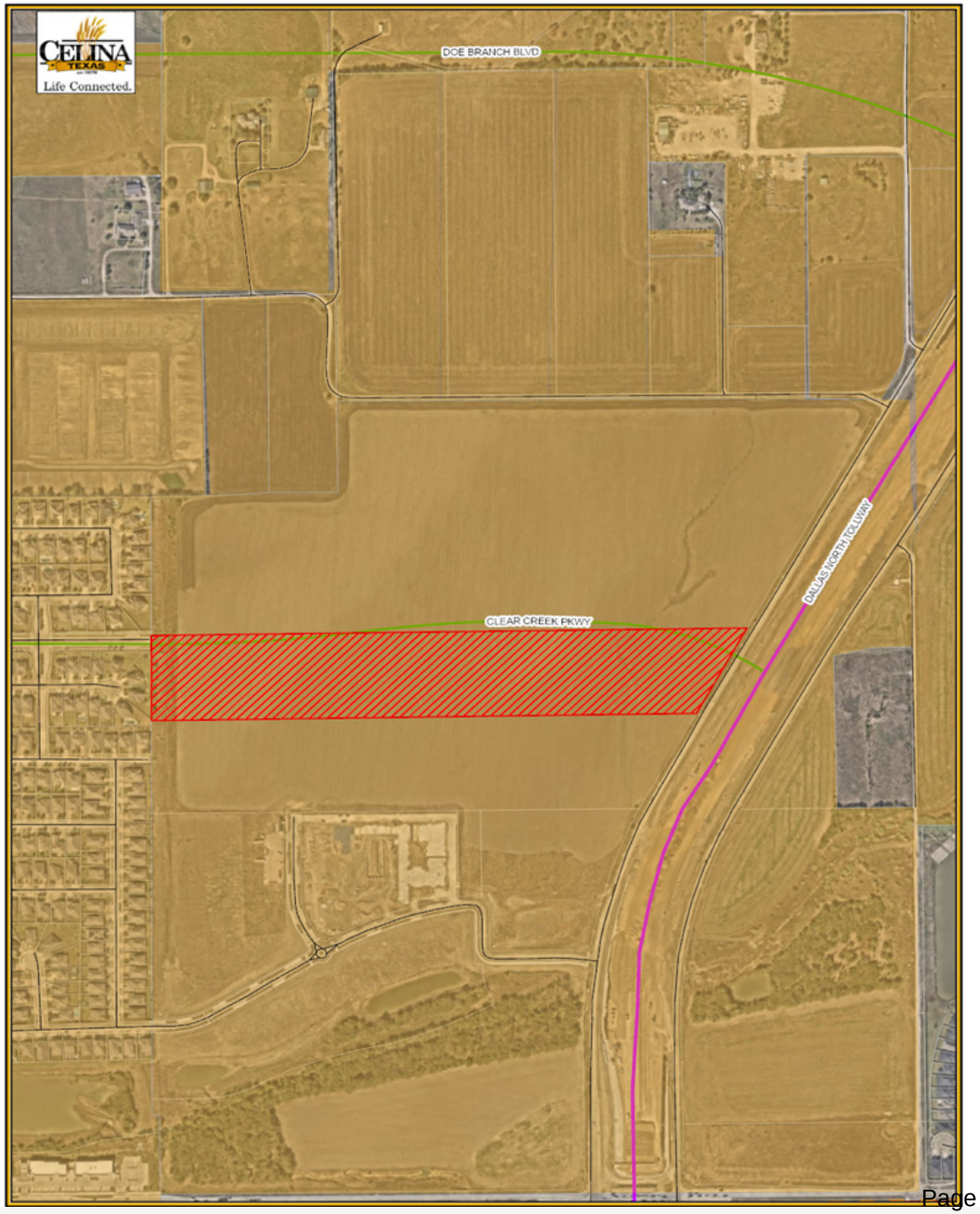
City Council

March 10, 2026


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

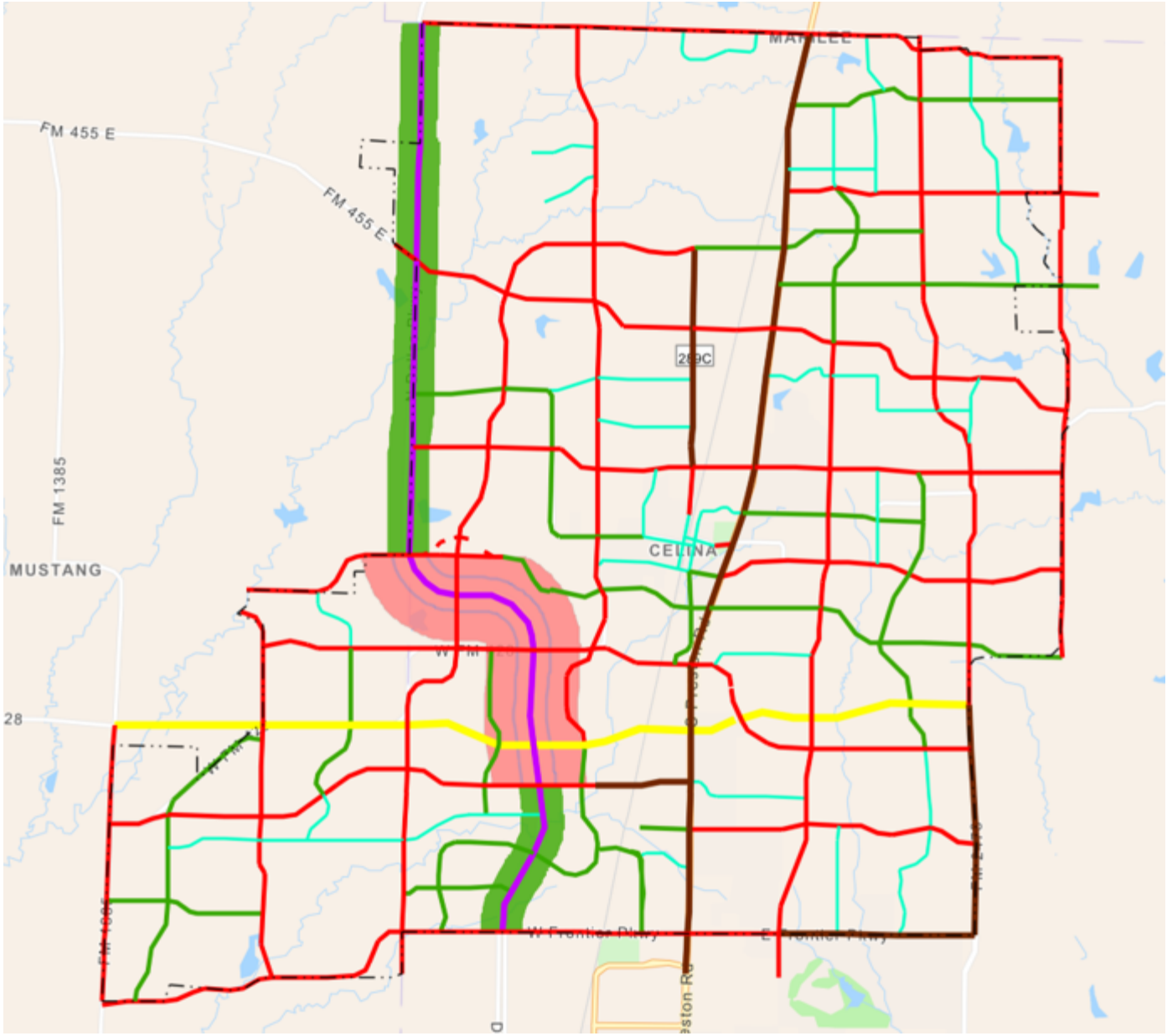


BACKGROUND

- 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

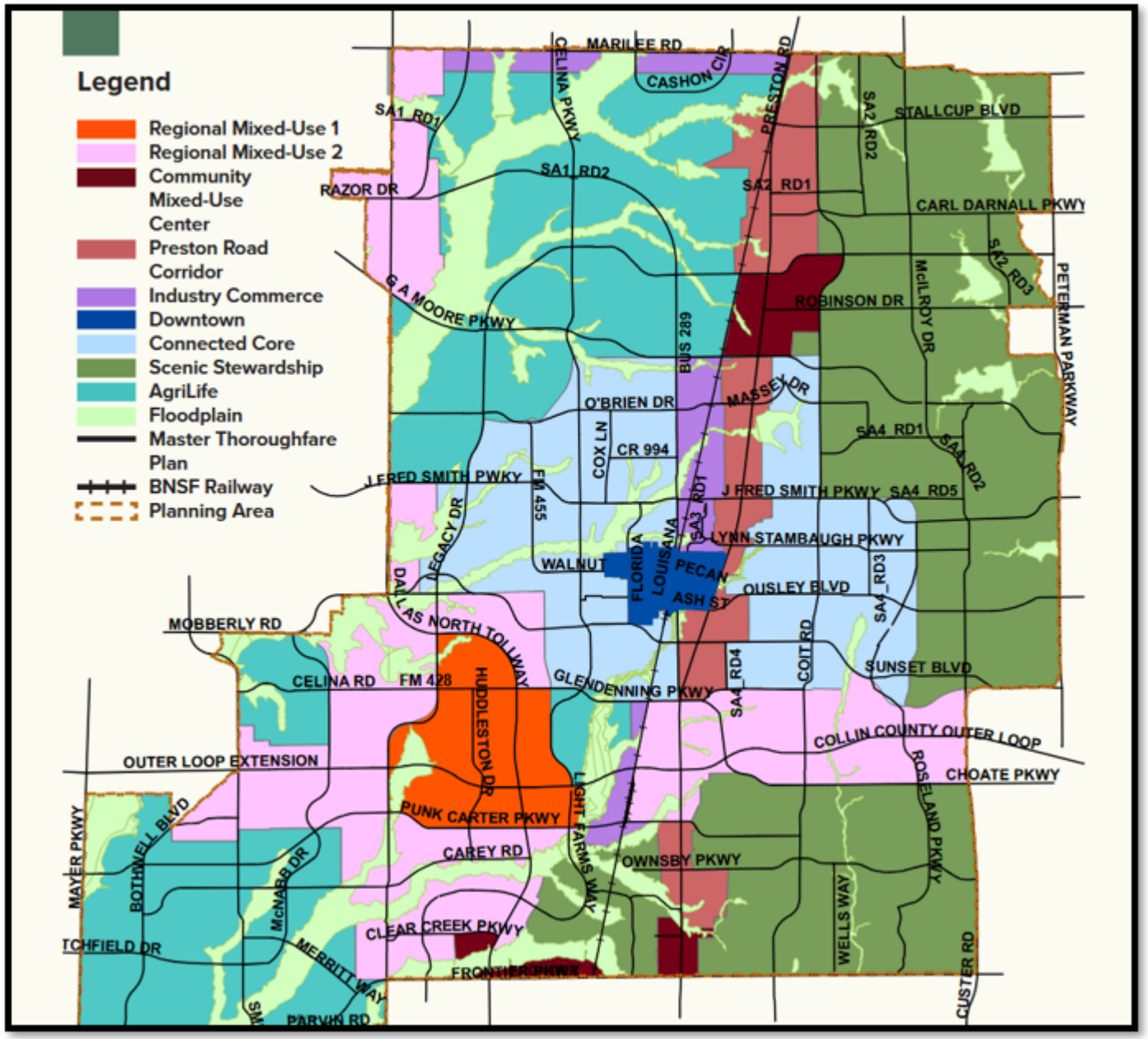
ENTITLEMENT OVERVIEW

- 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

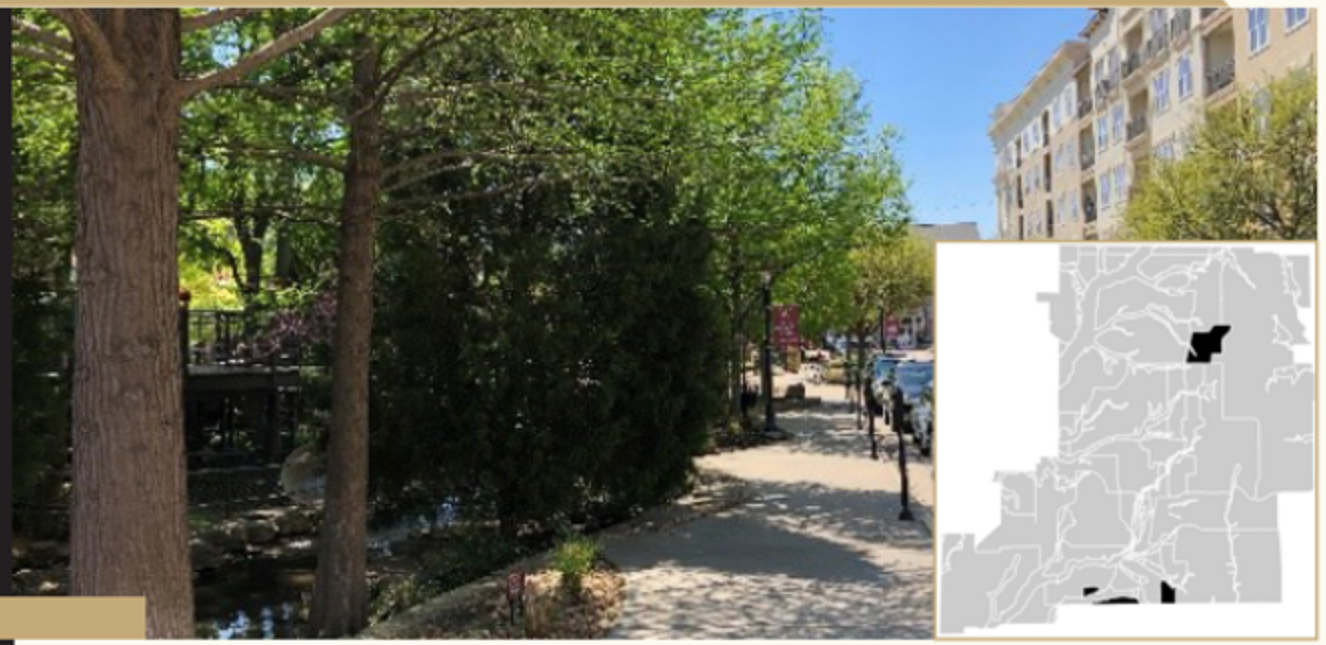


High Rise Zone - 2500 ft

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
STALLCUP BLVD
CELINA PKWY
SA1_RD1
SA1_RD2
SA2_RD1
SA2_RD2
SA2_RD3
RAZOR DR
CARL DARNALL PKWY
G A MOORE PKWY
ROBINSON DR
McILROY DR
PETERMAN PARKWAY
BUS 289
O'BRIEN DR
MASSEY DR
SA4_RD1
SA4_RD2
SA4_RD5
COX LN
CR 994
J FRED SMITH PKWY
FM 455
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
CHOATE PKWY
ROSELAND PKWY
PUNK CARTER PKWY
LIGHT FARMS WAY
MAYER PKWY
BOTHWELL BLVD
CAREY RD
OWNSBY PKWY
McNABB DR
WELLS WAY
CLEAR CREEK PKWY
MERRITT WAY
FRONTIER PKWY
CUSTER RD
PARVIN RD

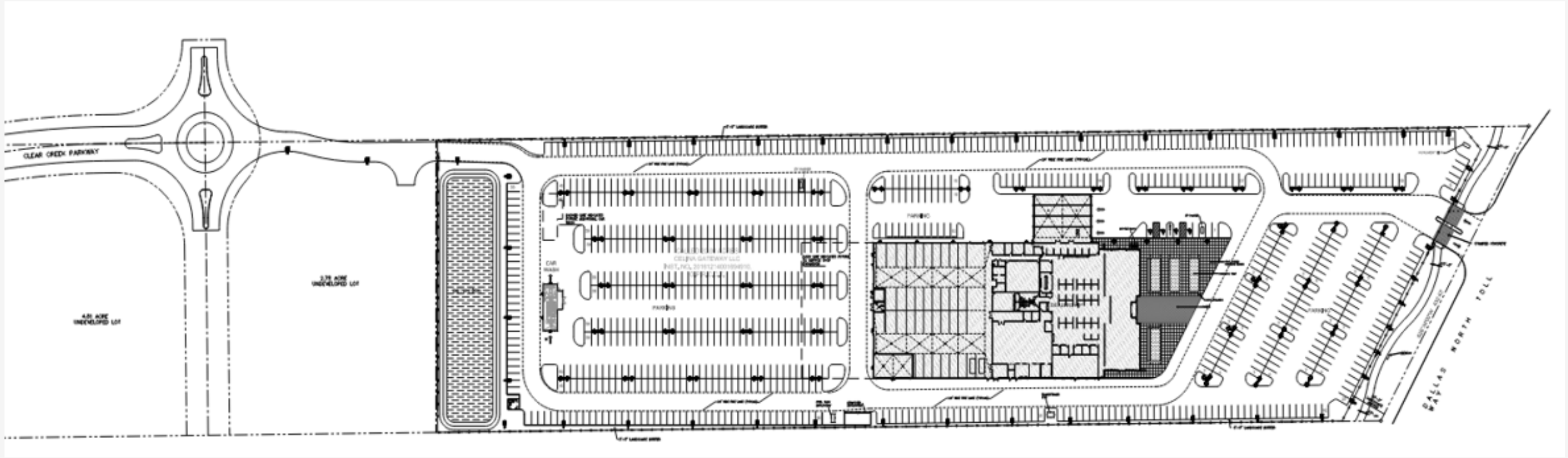
Character District



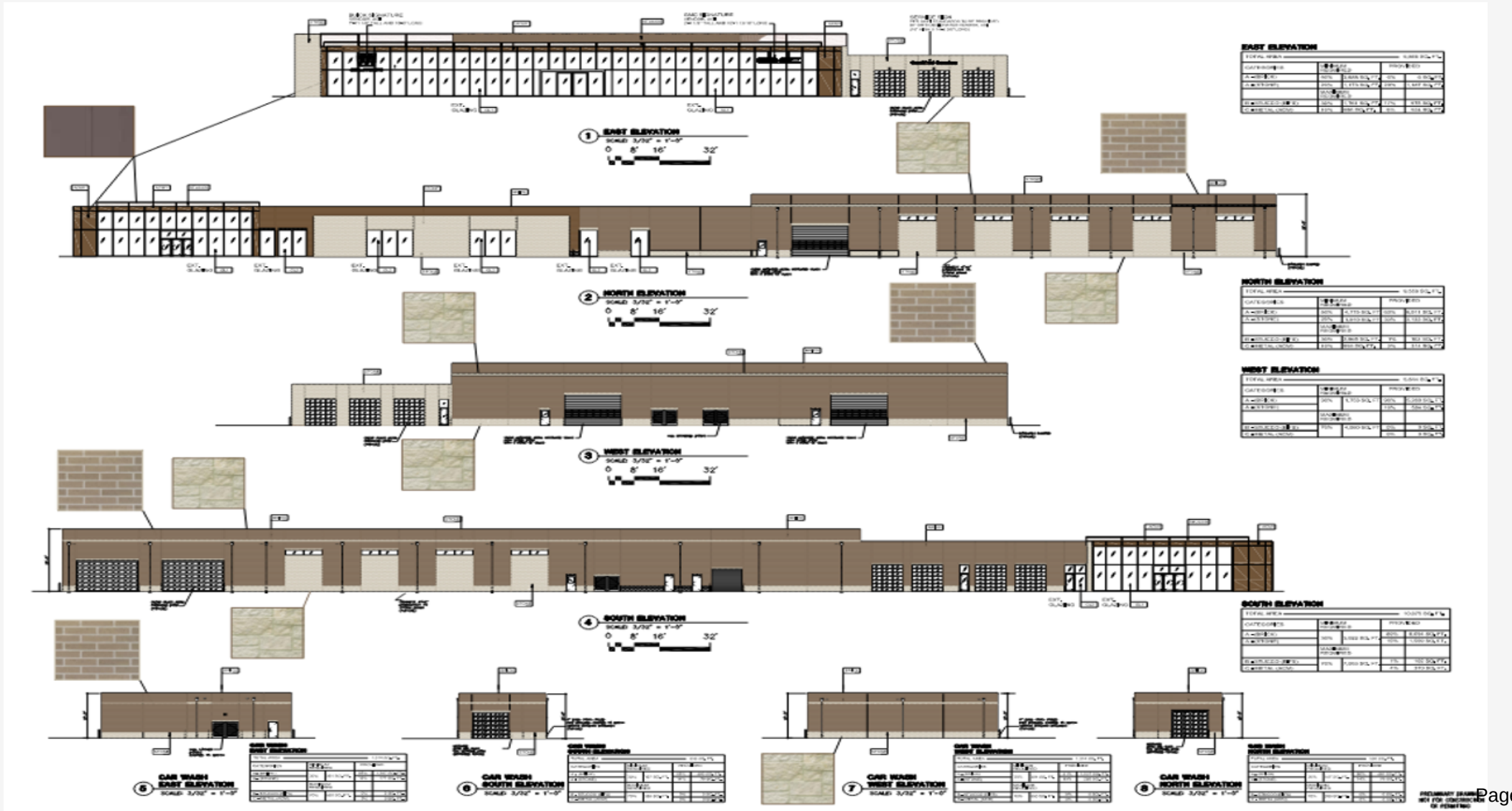
COMMUNITY MIXED-USE CENTER

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.

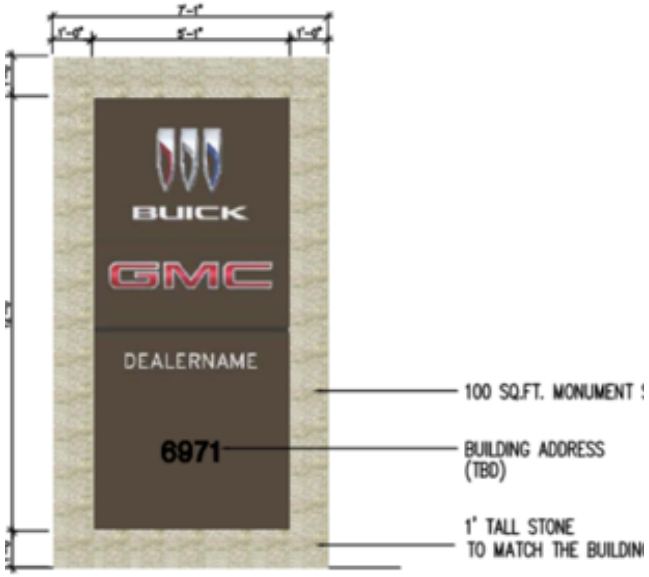
CONCEPT PLAN



CONCEPTUAL RENDERINGS

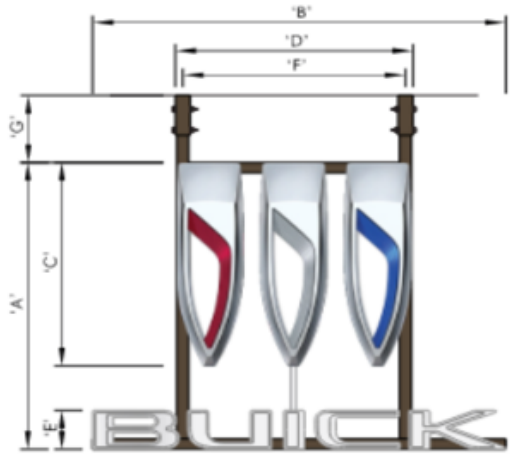


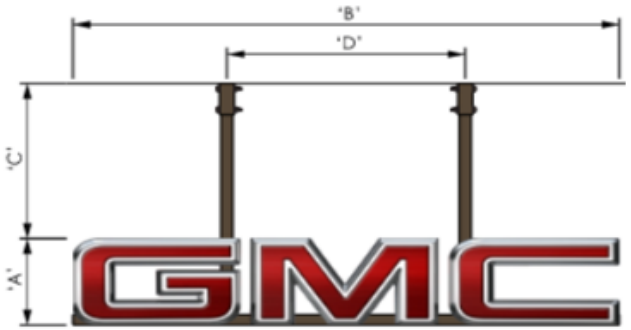
CONCEPTUAL SIGN RENDERINGS

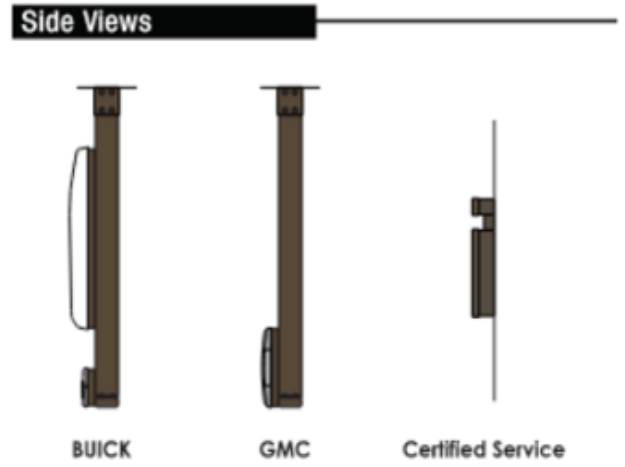


EWING BUICK-GMC
MONUMENT SIGN

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 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)
- A subsequent amendment to the Master Thoroughfare Plan is tentatively scheduled for April for a portion of Clear Creek Parkway

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

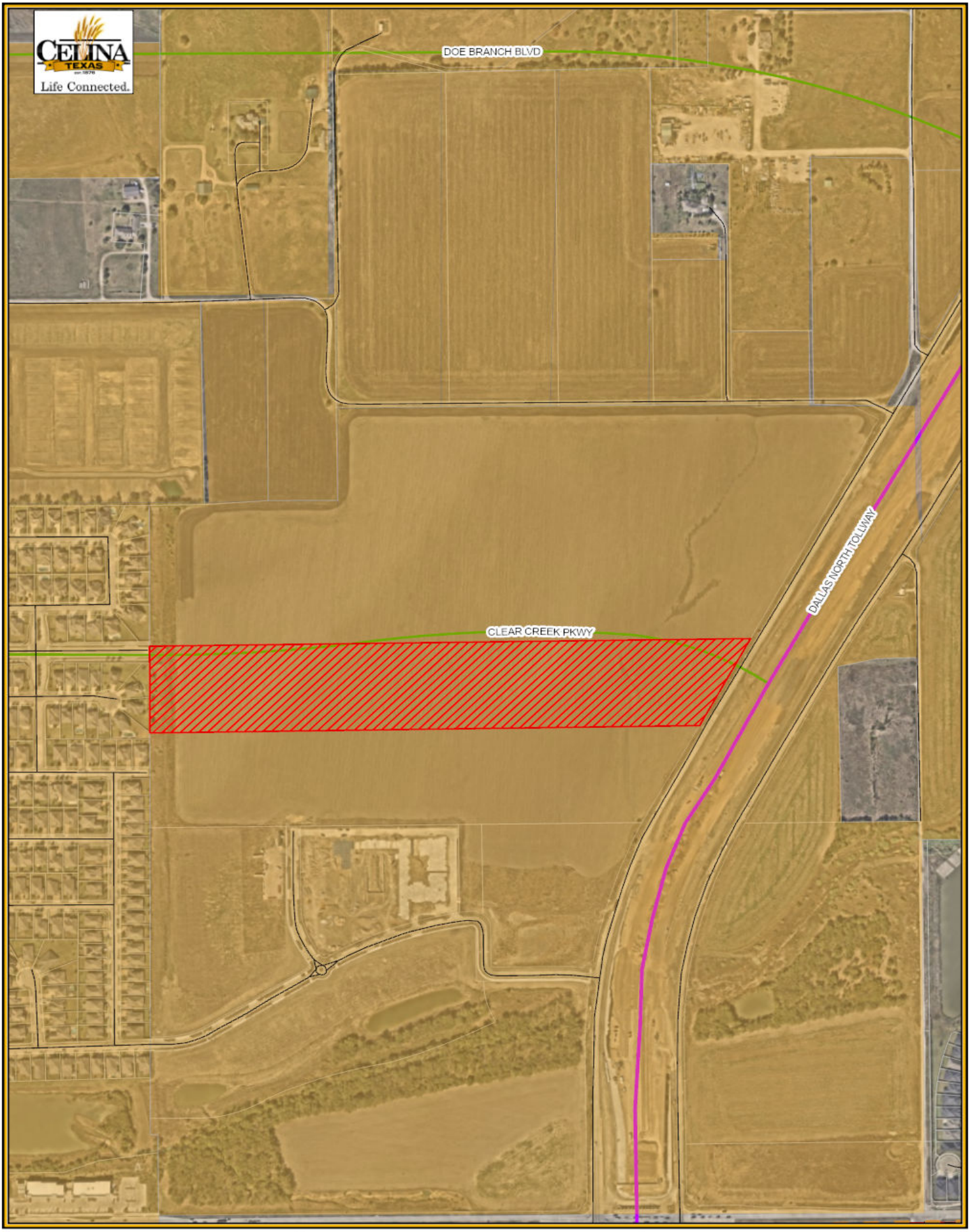
- No one spoke at the Public Hearing
- Staff received three emails in opposition from residents who reside in The Creeks of Legacy neighborhood

RECOMMENDATION

- The Planning & Zoning Commission recommended approval (5-0) at its regular meeting in January
- Staff requested to table the item at the February City Council meeting
- Staff recommends approval as presented



Thank You!



Legend

- Subject Property
- City Limits
- Roads
- Parcels

25-Z-16 Ewing Buick GMC Dealership Location Map

12/29/2025

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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 March 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

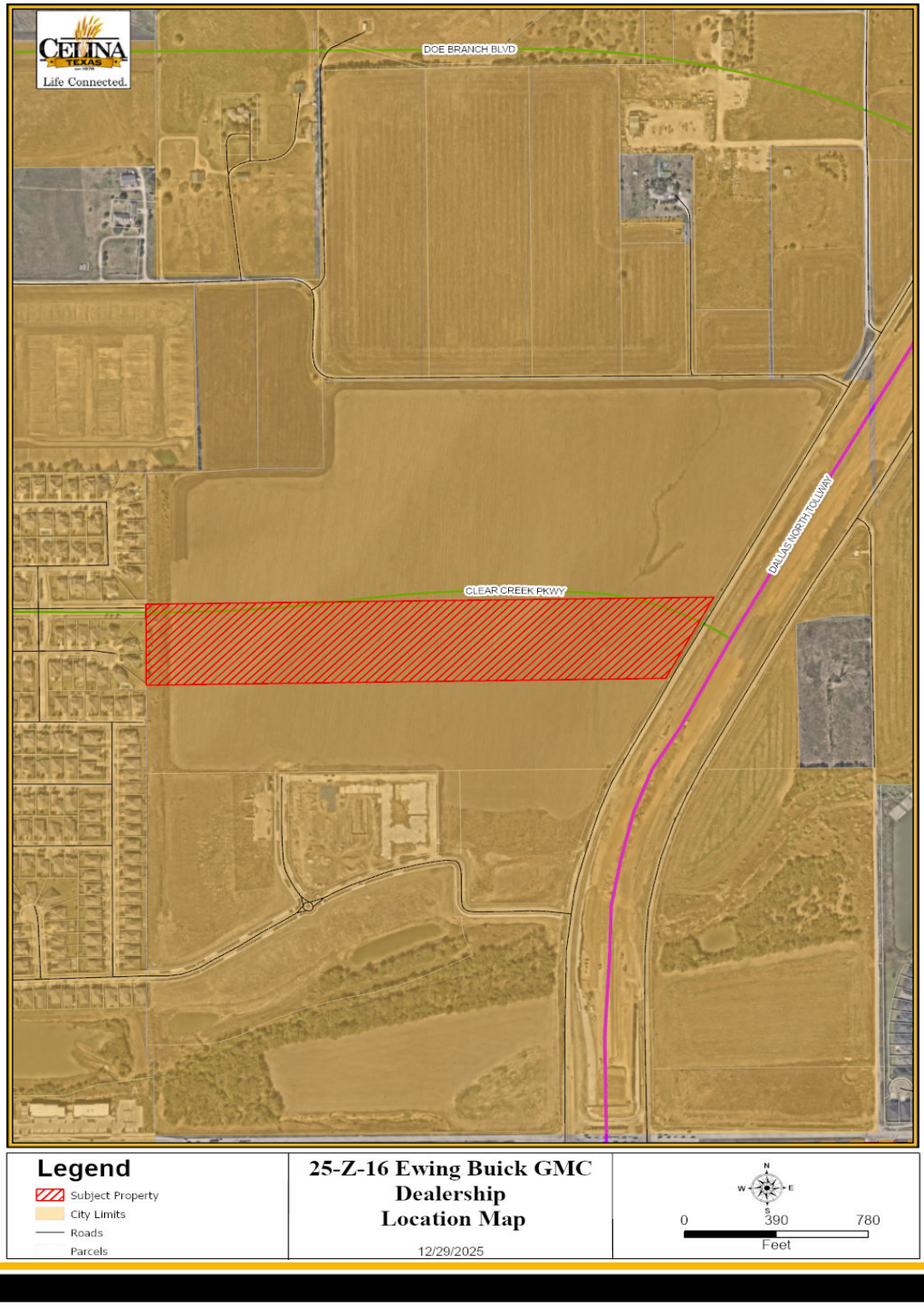


Exhibit C
Concept Plan

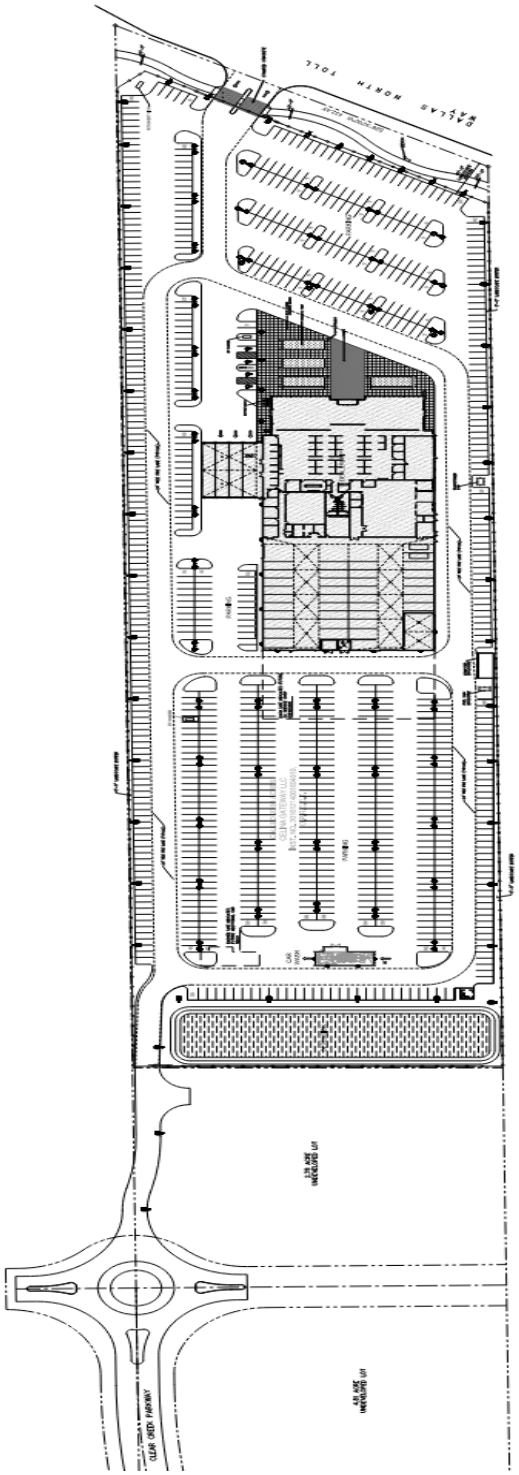
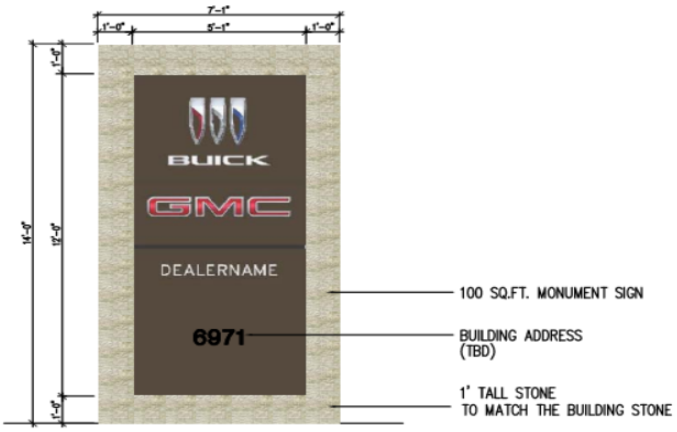


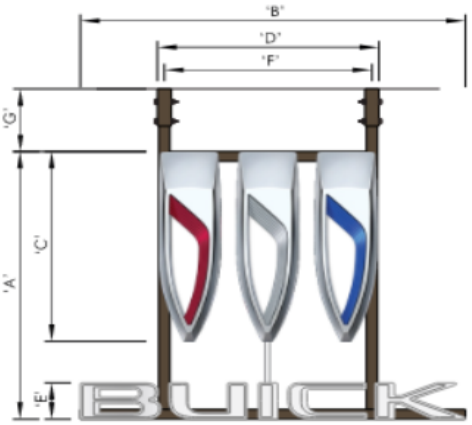
Exhibit D
Renderings

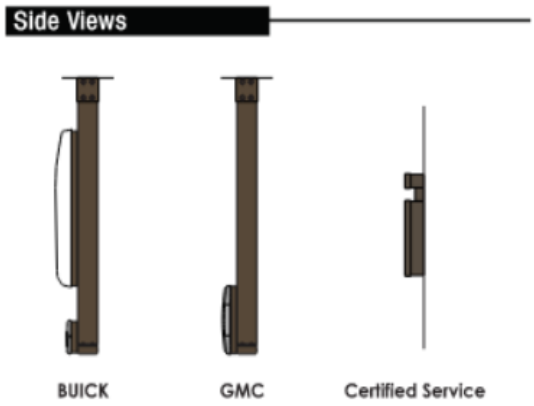


Exhibit E
Signage



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





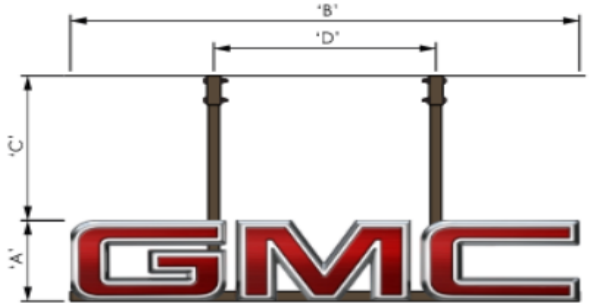




Exhibit F
Development Standards

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.

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: March 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.The applicant requested to table the item at the February City Council meeting.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Location Map

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.

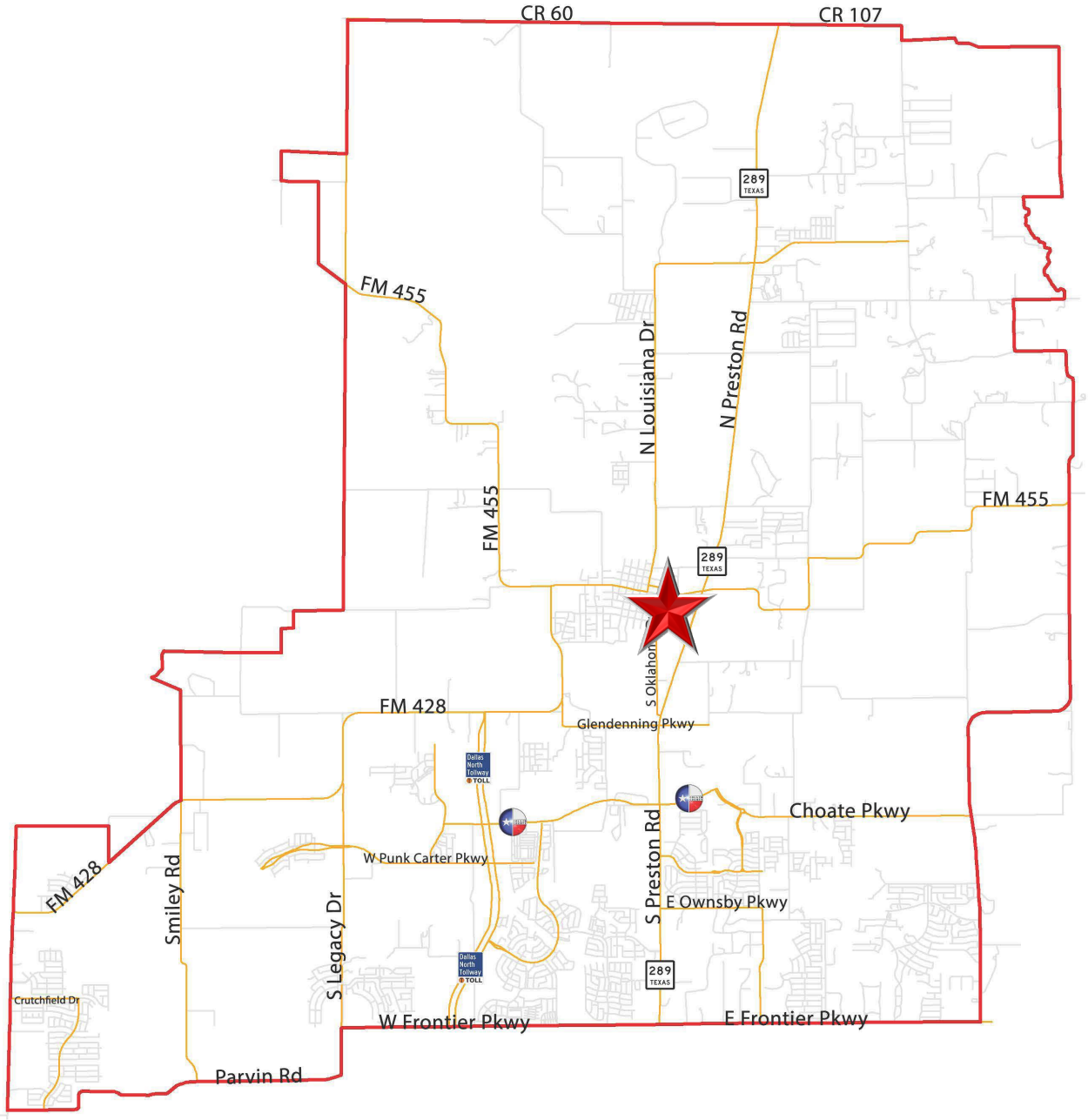


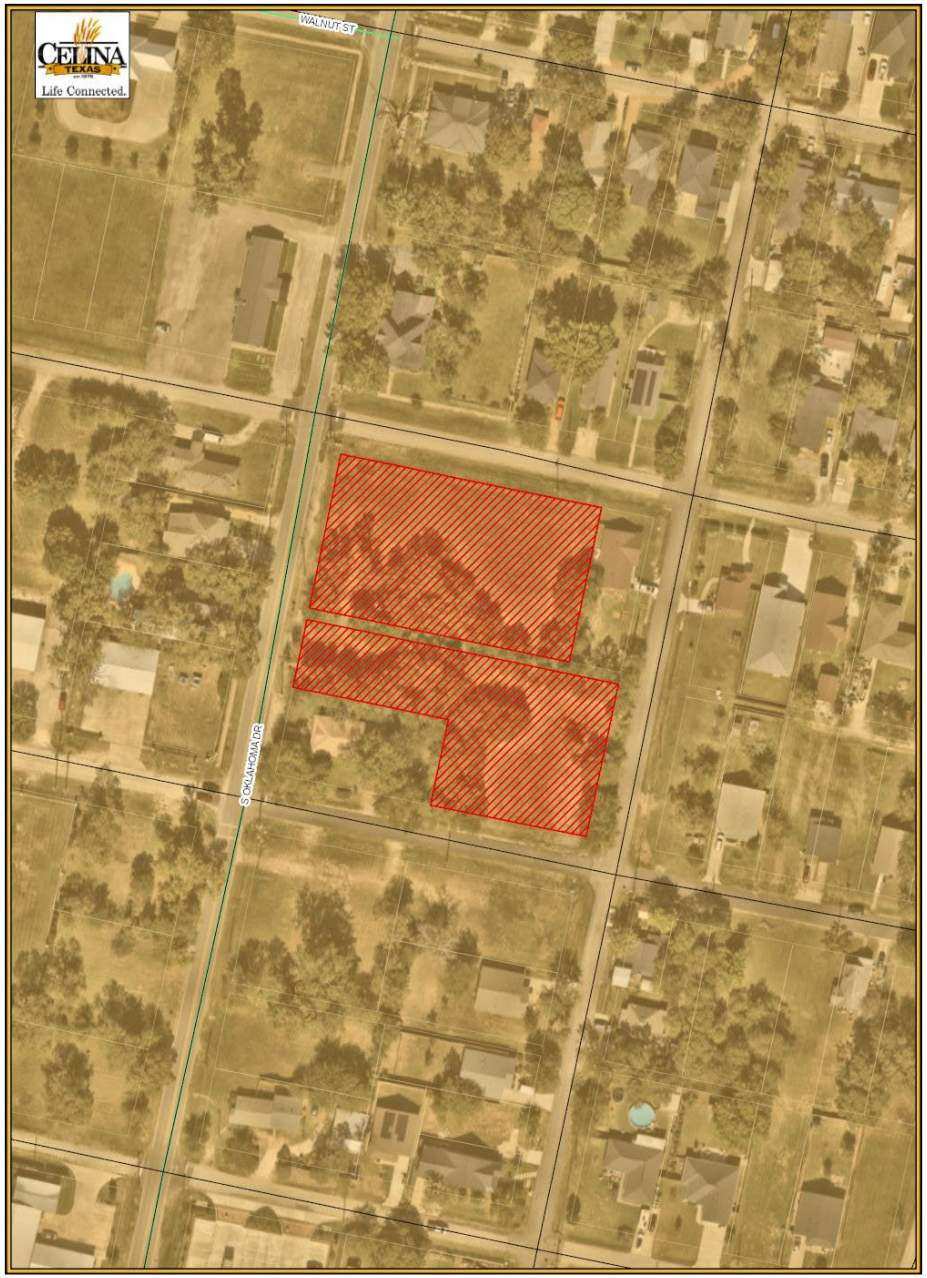
Preston Club Celina

Major Modification

City Council

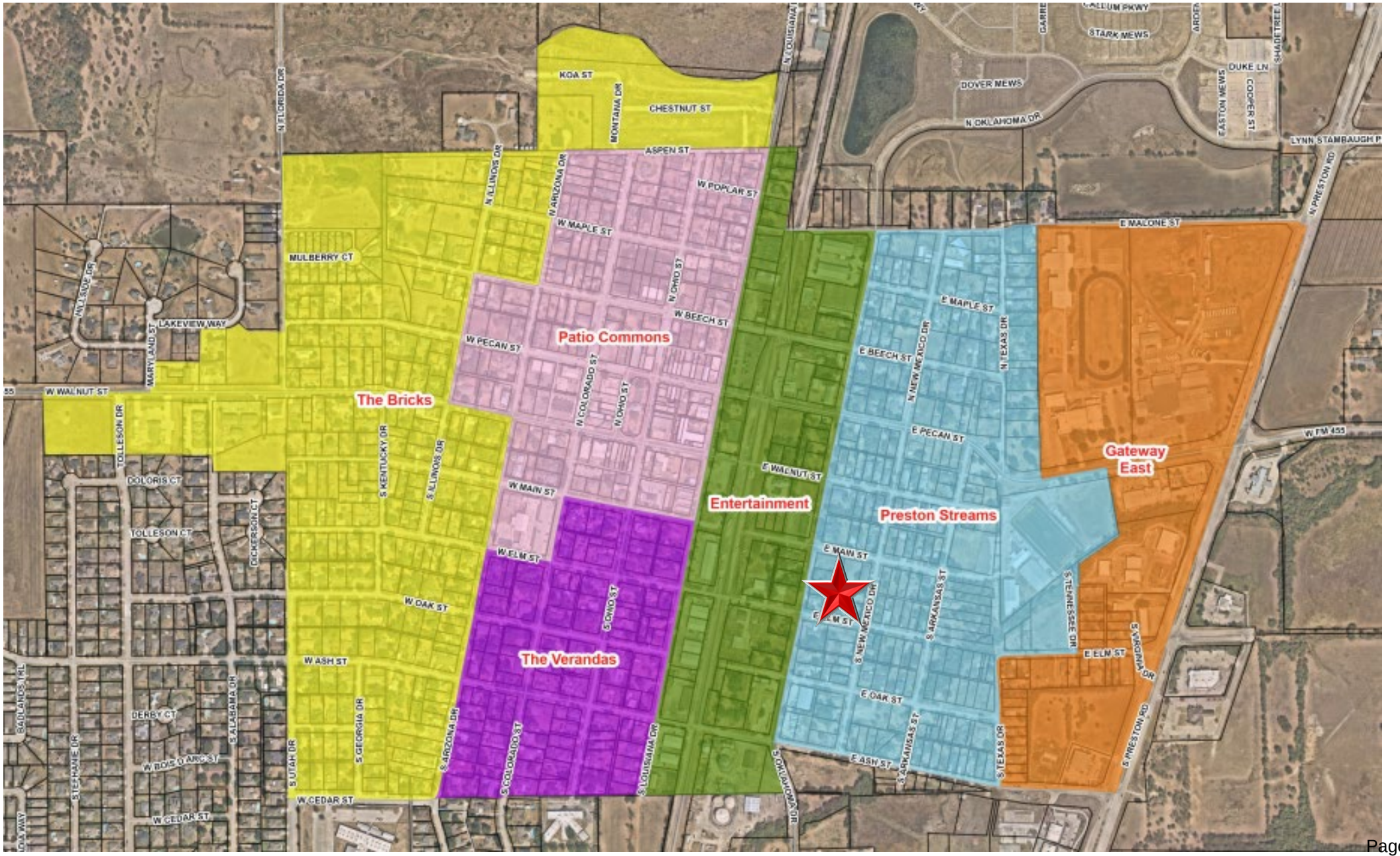
March 10, 2026


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
Dallas North Tollway TOLL
Choate Pkwy
W Punk Carter Pkwy
S Preston Rd
E Ownsby Pkwy
FM 428
Smiley Rd
S Legacy Dr
Dallas North Tollway TOLL
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

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


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

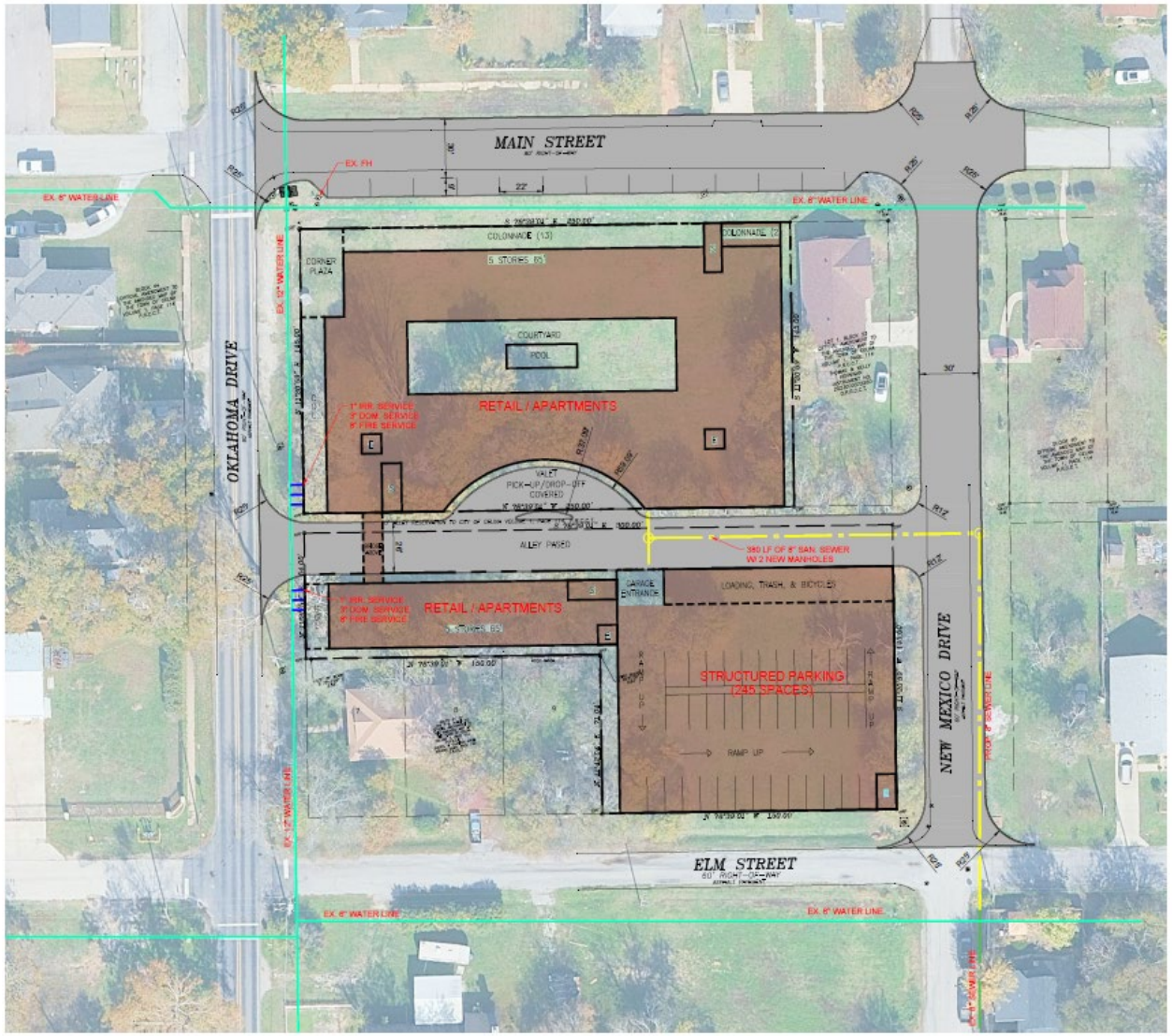
BACKGROUND

- 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

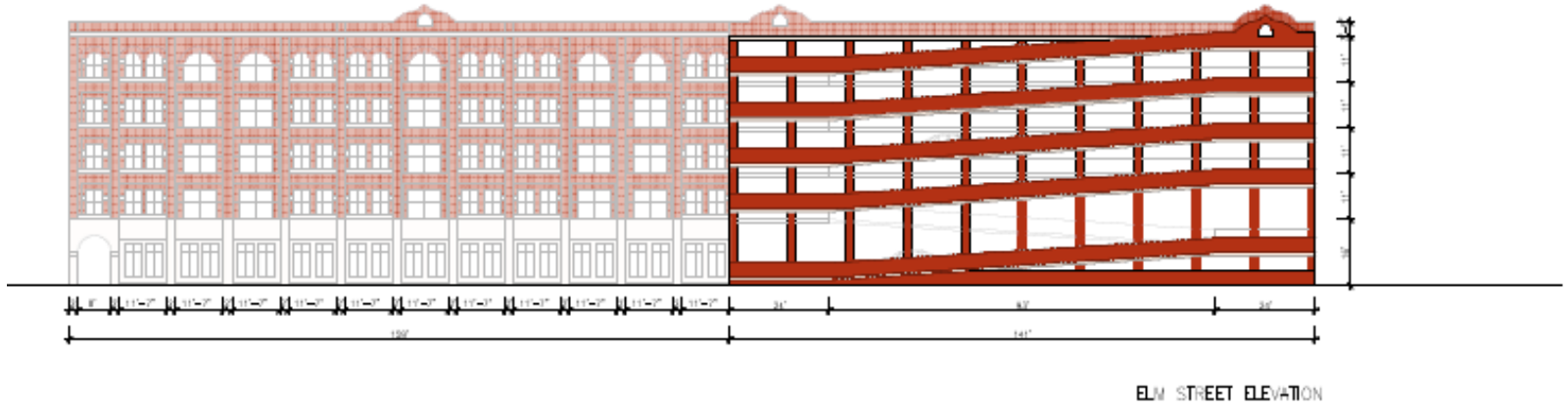


MAIN STREET ELEVATION



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.

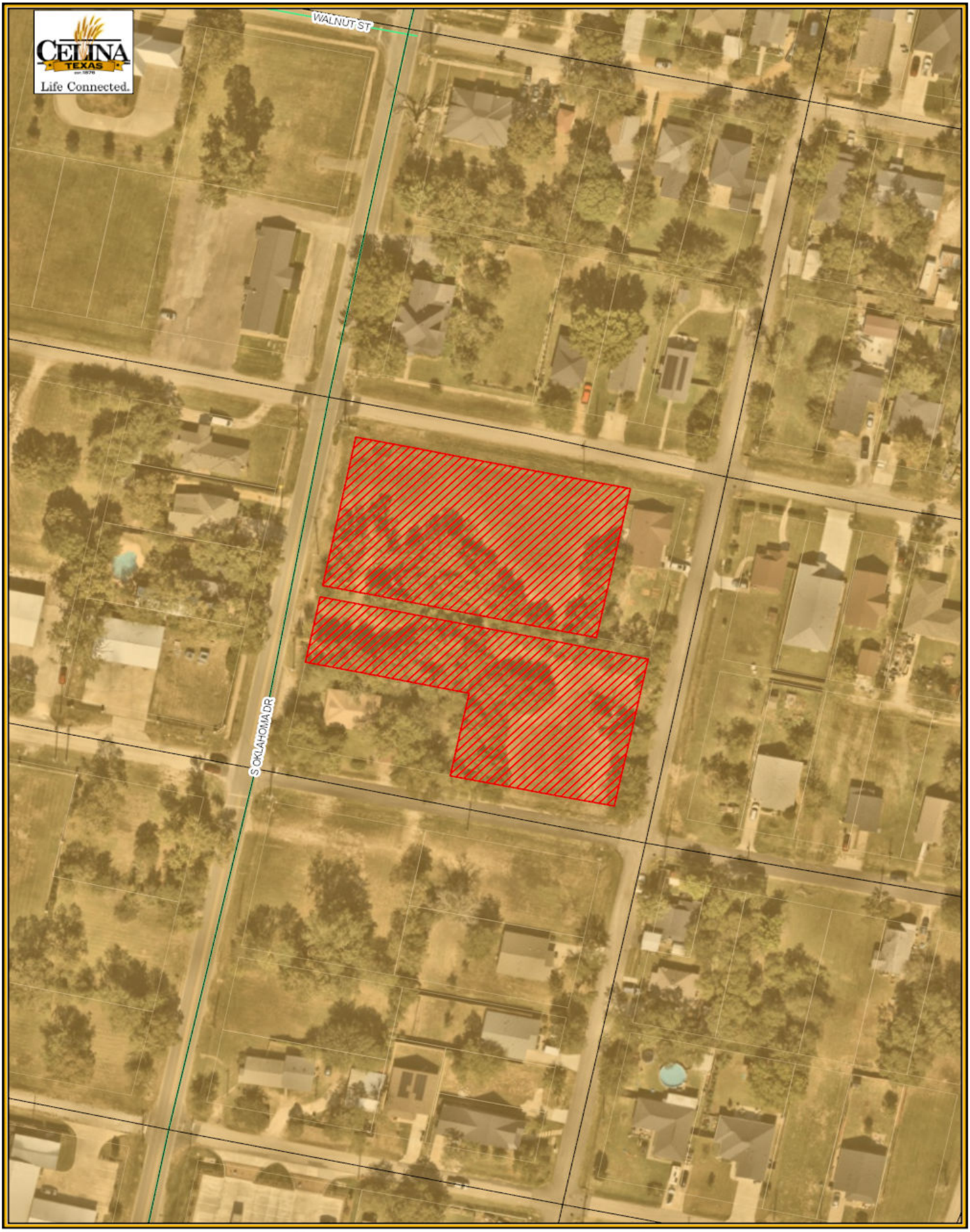
The Major Modification includes the ability to acquire the 2 additional lots on the block without the need for additional authorization from P&Z and Council.

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
- Constructing 3 residential side streets ($2.8M estimate) that would otherwise be a tax payer obligation

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
- The applicant requested to table the item at the February City Council meeting
- 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

Life Connected.

Finance
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Amy Alexander, Director of Information Technology, Lauren McDaniel, Fixed Asset Manager
CC: Robin Bromiley, Director of Finance
Date: March 10, 2026

Agenda Item:
Conduct a Public Hearing to consider testimony and act upon an Ordinance accepting and approving a Service And Assessment Plan and an Improvement Area #2 Assessment Roll – Phase #3 for the Cross Creek Meadows Public Improvement District; making a finding of special benefit to the property in Phase #3 within Improvement Area #2 of the District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended; and providing penalties and interest on delinquent assessments. (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. This agenda item is focused on Improvement Area #2 -Phase #3. Currently, Phase #3 is expected to include 93 60' lots and has finished grading and is slated for completion in November 2026.

On February 10, 2026, the City Council adopted a Resolution calling a Public Hearing for March 10, 2026, related to the levy of assessments within Phase #3 of Improvement Area #2 to finance the costs of certain roadway, water, sanitary sewer and drainage improvements necessary to serve Phase #3.

The estimated costs for the Phase #3 Improvements and the Phase #4 Improvements, as shown in the Preliminary Service and Assessment Plan, including administrative expenses and costs of

issuance of the Improvement Area #2 Bonds, were $4,734,528 and $5,236,376, respectively. The estimated Phase #3 Assessments and Phase #4 Assessments were $2,229,000 and $3,219,000, respectively. Any adjustments in estimated costs and the Assessments based on pricing of the Improvement Area #2 Bonds will be reflected in the final Service and Assessment Plan presented at this meeting.

To streamline the PID process while maintaining adherence to existing PID policy, the City is replacing the "landowner agreement" with a "landowner certificate." This updated document is signed and recorded by the property owner to acknowledge assessment obligations without requiring City execution. While the format has been changed to reflect that the City holds no direct obligations under the document, the legal substance remains the same: the certificate is a binding obligation that runs with the land, identical to the previous policy requirements.

This agenda item conducts the Public Hearing related to the levy of the Phase #3 Assessments and considers the adoption of an Ordinance levying the Phase #3 Assessments and approving the final Service and Assessment Plan. This Ordinance also directs the recording and posting of the Service and Assessment Plan in accordance with the PID Act. If the City Council adopts this Ordinance and the related ordinance levying the Phase #3 Assessments, the City Council will consider an Ordinance authorizing the issuance of a single series of Bonds to be secured by the combined Assessments.

Legal Review:
Ordinance and Service and Assessment Plan approved by Bond Counsel.

Supporting Documents:
1. Staff Presentation
2. Ordinance

Financial Consideration:
The Ordinance does not impact the City’s operating funds. It establishes assessments on property owners within Phase #3 of Improvement Area #2 within the Cross Creek Meadows Public Improvement District to finance the identified public improvements.

Staff Recommendation:
Staff recommends approval.



CITY COUNCIL MEETING

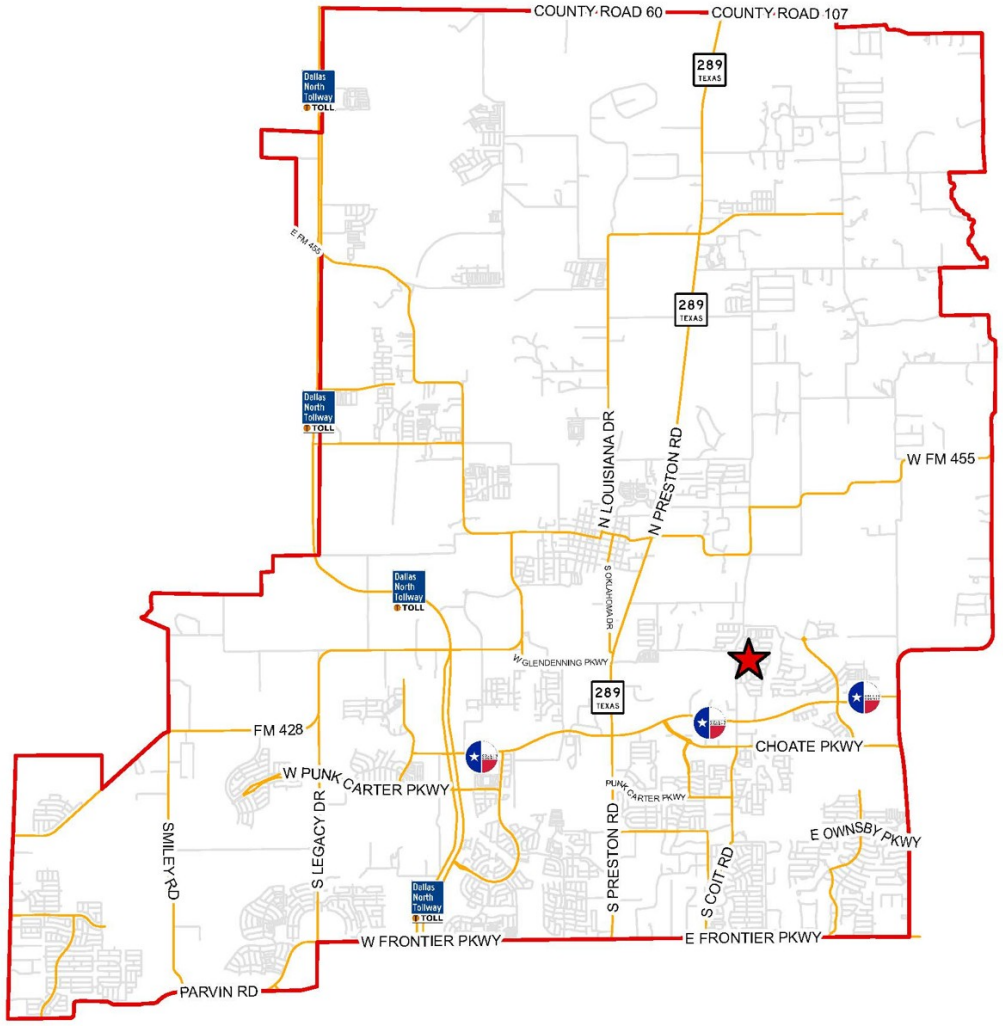
CROSS CREEK MEADOWS

PHASE #3 & PHASE #4

PUBLIC HEARINGS
ASSESSMENT ORDINANCE

March 10, 2026

Cross Creek Meadows PID



- Established April 11, 2023
- PID is located near the intersection of County Road 90 and County Road 92
- Approximately 245 acres
- Public Hearing on Agenda item tonight is for
  - Improvement Area #2 •Phase #3 – 93 SF units
  - Improvement Area #2 •Phase #4 – 153 SF units

Improvement Area #2 - Phase #3

- Requesting to levy assessments on the property within Phase #3 of Improvement Area #2
  - Phase #3 is under construction with expected completion in November 2026
- Estimated PID Assessment*: Phase #3 - $2,229,000
- The Phase #3 Assessments, when levied, are anticipated to secure, a single series of PID Bonds to be issued following the levies



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

Improvement Area #2 - Phase #3 Assessment

Description	Units	Allocable MIA Assessment per Unit	IA #2 Assessment per Unit	Total Combined Assessment per Unit	Total Combined Average Annual Installment per Unit
60 ft Lot	93	$14,966	$23,968	38,934	$3,571

*Estimated and subject to change as actual bond costs are determined. Totals may not add due to rounding.

TAX RATE ANALYSIS PHASE #3

Tax Rate Analysis	Tax Rate (Per $100/AV)
Tax Rate Equivalent for Improvement Area #2 Assessment to be levied	$0.31
Tax Rate Equivalent for Allocable Major Improvement Area Assessments	$0.20
FY 2026 Overlapping Tax Rates	$2.02
Estimated Total Overlapping Tax Rate	$2.53

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

Improvement Area #2 - Phase #4

- Requesting to levy assessments on the property within Phase #4 of Improvement Area #2
  - Phase #4 is construction is complete
- Estimated PID Assessment*: - $3,219,000
- The Phase #4 Assessments, when levied, are anticipated to secure, a single series of PID Bonds to be issued following the levies



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

Improvement Area #2 - Phase #4 Assessment

Description	Units	Allocable MIA Assessment per Unit	IA #2 Assessment per Unit	Total Combined Assessment per Unit	Total Combined Average Annual Installment per Unit
55 ft Lot	130	12,870	20,537	33,407	3,097
60 ft Lot	23	$14,965	$23,800	38,845	$3,601
Total Units	153				

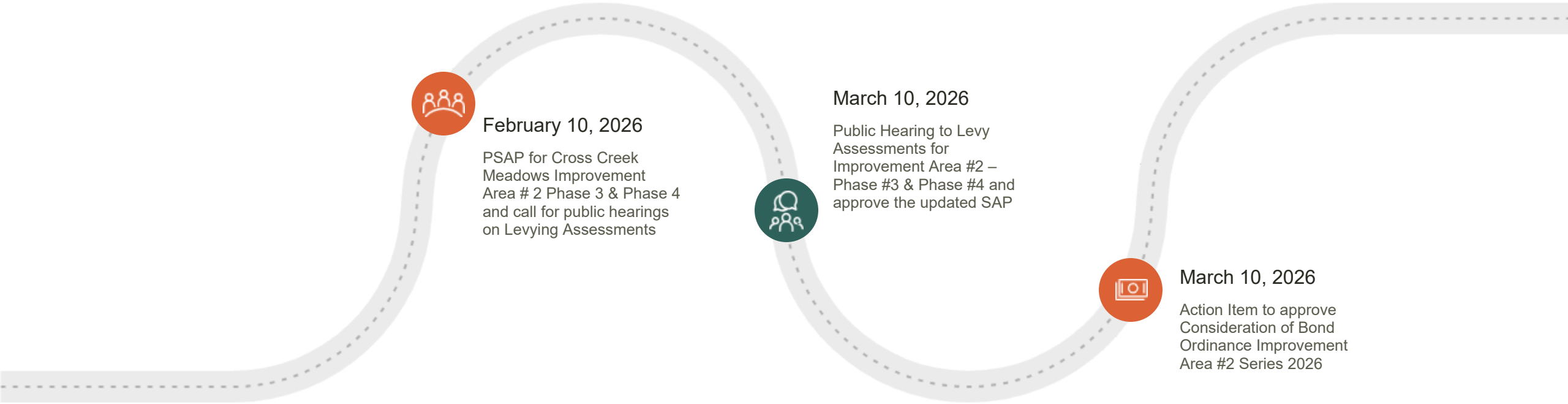
*Estimated and subject to change as actual bond costs are determined. Totals may not add due to rounding.

TAX RATE ANALYSIS PHASE #4

Tax Rate Analysis	Tax Rate (Per $100/AV)	
	55' lot	60' lot
Tax Rate Equivalent for Improvement Area #2 Assessment to be levied	$0.32	$0.32
Tax Rate Equivalent for Allocable Major Improvement Area Assessments	$0.20	$0.20
FY 2026 Overlapping Tax Rates	$2.02	$2.02
Estimated Total Overlapping Tax Rate	$2.54	$2.54

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

Cross Creek Meadows - IA #2 Timeline



February 10, 2026

PSAP for Cross Creek Meadows Improvement Area # 2 Phase 3 & Phase 4 and call for public hearings on Levying Assessments

March 10, 2026

Public Hearing to Levy Assessments for Improvement Area #2 – Phase #3 & Phase #4 and approve the updated SAP

March 10, 2026

Action Item to approve Consideration of Bond Ordinance Improvement Area #2 Series 2026



Questions?

ORDINANCE NO. 2026-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND AN IMPROVEMENT AREA #2 ASSESSMENT ROLL – PHASE #3 FOR THE CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN PHASE #3 WITHIN IMPROVEMENT AREA #2 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN PHASE #3 OF IMPROVEMENT AREA #2 AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district consisting of certain property located within the corporate limits of the City; and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District (as defined below), as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signatures of the record owners of taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on April 11, 2023, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by resolution, adopted by a majority of the members of the City Council, authorized and created the Cross Creek Meadows Public Improvement District (the "District") in accordance with its finding as to the advisability of the authorized improvements; and

WHEREAS, on April 17, 2023, the City Secretary of the City (the "City Secretary") filed a copy of such resolution with the county clerk of each county in which all or a part of the District is located in accordance with the provisions of the PID Act; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, on February 10, 2026, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed assessment roll for Phase #3

within Improvement Area #2 of the District (the "Improvement Area #2 Assessment Roll – Phase #3"); calling for a public hearing to consider an ordinance levying assessments on property in Phase #3 within Improvement Area #2 of the District (the "Assessments"); authorizing and directing the City Secretary to file the proposed Improvement Area #2 Assessment Roll – Phase #3 and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property in Phase #3 (the "Levy and Assessment Hearing"); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on February 11, 2026, the City Secretary filed the Improvement Area #2 Assessment Roll – Phase #3 and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published or caused the publication of the notice of the Levy and Assessment Hearing on February 20, 2026 in the *Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, pursuant to Section 372.016(c) of the PID Act, notice of the Levy and Assessment Hearing was mailed to the last known address of the owner of the property liable for the Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on March 10, 2026, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Improvement Area #2 Assessment Roll – Phase #3, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the improvements to be undertaken for the benefit of the Phase #3 Assessed Property (the "Phase #3 Improvements"), the purposes of the Assessments, the special benefits of the Phase #3 Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Improvement Area #2 Assessment Roll – Phase #3 and the "Cross Creek Meadows Public Improvement District Service and Assessment Plan", dated March 10, 2026, in a form substantially similar to the attached ***Exhibit A*** (as updated from time to time, the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan and the Improvement Area #2 Assessment Roll – Phase #3 attached thereto; and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Phase #3 Improvements, the Improvement Area #2 Assessment Roll – Phase #3, or the levy of the Assessments against the Phase #3 Assessed Property; and

WHEREAS, the owner (the "Landowner"), or its representatives, of all of the privately-owned and taxable property located in Phase #3, who is the person to be assessed pursuant to

this Ordinance, has indicated its approval and acceptance of the Service and Assessment Plan, approval of the Improvement Area #2 Assessment Roll – Phase #3, approval of this Ordinance, and approval of the levy of the Assessments against its property located within Phase #3, such approval being evidenced by the execution by the Landowners of a "Consent and Agreement and Declaration of Covenants, Conditions and Restrictions of Landowners" (the "Landowner Consent Certificate") in a form presented to the City Council herewith, which Landowner Consent Certificate is hereby ratified and approved by the City Council; and

WHEREAS, the City Council closed the Levy and Assessment Hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act; and now therefore

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

Section 1. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Phase #3 Improvements, the bond issuance costs and the Administrative Expenses (collectively, the "Phase #3 Authorized Improvements") pursuant to the Service and Assessment Plan is fair and reasonable, reflects an accurate presentation of the special benefit each parcel of Phase #3 Assessed Property will receive from the Phase #3 Authorized Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Phase #3 Authorized Improvements, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended;

(c) The Service and Assessment Plan apportions the Actual Costs of the Phase #3 Authorized Improvements to be assessed against the Phase #3 Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the Phase #3 Assessed Property because of the Phase #3 Authorized Improvements;

(d) All of the real property in Phase #3, which is being assessed in the amounts shown in the Improvement Area #2 Assessment Roll – Phase #3, will be benefited by the Phase #3 Authorized Improvements as described in the Service and Assessment Plan,

and each parcel of Phase #3 Assessed Property will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Phase #3 Authorized Improvements set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Phase #3 Authorized Improvements on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs of the Phase #3 Authorized Improvements;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Improvement Area #2 – Phase #3 Assessment Roll should be approved as the assessment roll for the Phase #3 Assessed Property of the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for Phase #3 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Improvement Area #2 Assessment Roll – Phase #3.

The Improvement Area #2 Assessment Roll – Phase #3 is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the assessment roll for Phase #3 of the District.

Section 5. Levy and Payment of Assessments for Actual Costs of the Phase #3 Authorized Improvements.

(a) The City Council hereby levies an assessment on each parcel of Phase #3 Assessed Property, as shown and described in the Service and Assessment Plan and the Improvement Area #2 Assessment Roll – Phase #3, in the respective amounts shown on the Improvement Area #2 Assessment Roll – Phase #3, as a special assessment on the properties set forth in the Improvement Area #2 Assessment Roll – Phase #3.

(b) The levy of the Assessments shall be effective on the date of the adoption of this Ordinance levying the Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for the Phase #3 Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. **Method of Assessment**.

The method of apportioning the Actual Costs of the Phase #3 Authorized Improvements is set forth in the Service and Assessment Plan.

Section 7. **Penalties and Interest on Delinquent Assessments**.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. **Prepayments of Assessments**.

As provided in the Service and Assessment Plan, the owner of any Phase #3 Assessed Property subject to an Assessment may prepay the Assessments levied by this Ordinance.

Section 9. **Lien Priority**.

The City Council and the Landowner intend for the obligations, covenants and burdens on the Landowner of each parcel of Phase #3 Assessed Property, including without limitation such Landowner's obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowner, as the owner of each parcel of Phase #3 Assessed Property, and its transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. **Appointment of Administrator and Collector of Assessments**.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Tax Assessor-Collector of Collin County is hereby appointed and designated as the collector of the Assessments.

Section 11. **Applicability of Tax Code**.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the City.

Section 12. **Filing in Land Records**. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Improvement Area #2 Assessment Roll – Phase #3, to be recorded in the real property records of Collin County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 13. Posting on City Website.

The City Secretary is directed to post a copy of the Service and Assessment Plan, including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, on the internet website maintained or used by the City for the purposes of Section 26.18, Texas Tax Code, as amended, not later than the seventh day after the date the City Council adopts the Service and Assessment Plan. The City Secretary is further directed to similarly post each Annual Service Plan Update approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 14. Submission to Appraisal District.

The City Secretary is directed to cause a copy of the Improvement Area #2 Assessment Roll – Phase #3, in the format required by Section 372.017(e) of the PID Act, to be submitted to the Collin Central Appraisal District not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan.

Section 15. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 16. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage hereof.

(Signature page follows)

PASSED AND ADOPTED, this the 10th day of March, 2026.

CITY OF CELINA, TEXAS

Ryan Tubbs, Mayor

ATTEST:

Ashley Owens, City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2026 by Ryan Tubbs, Mayor of the City of Celina, Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

EXHIBIT A

Service and Assessment Plan

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 is expected to be fully completed in June 2026. 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.

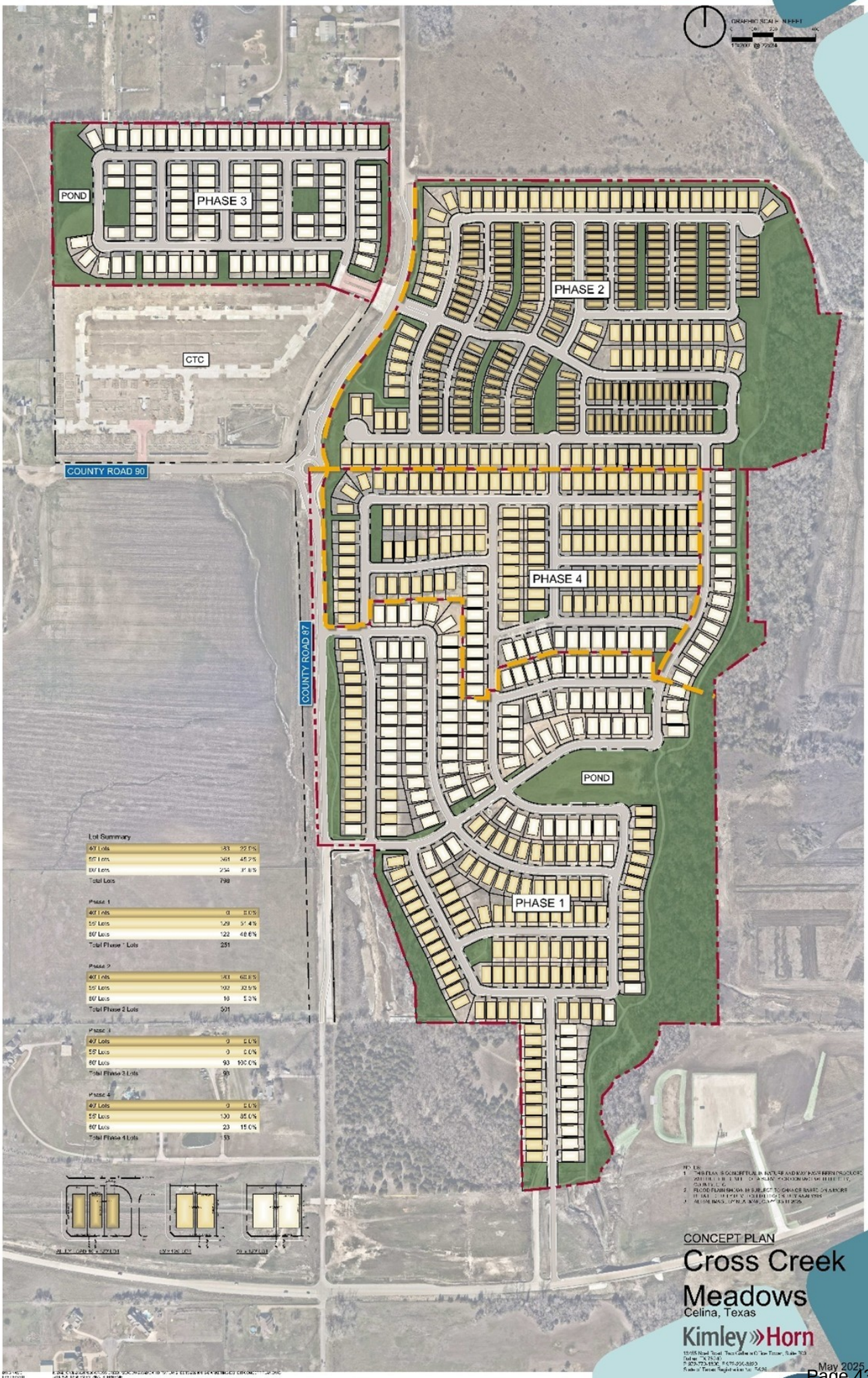
E. Severability

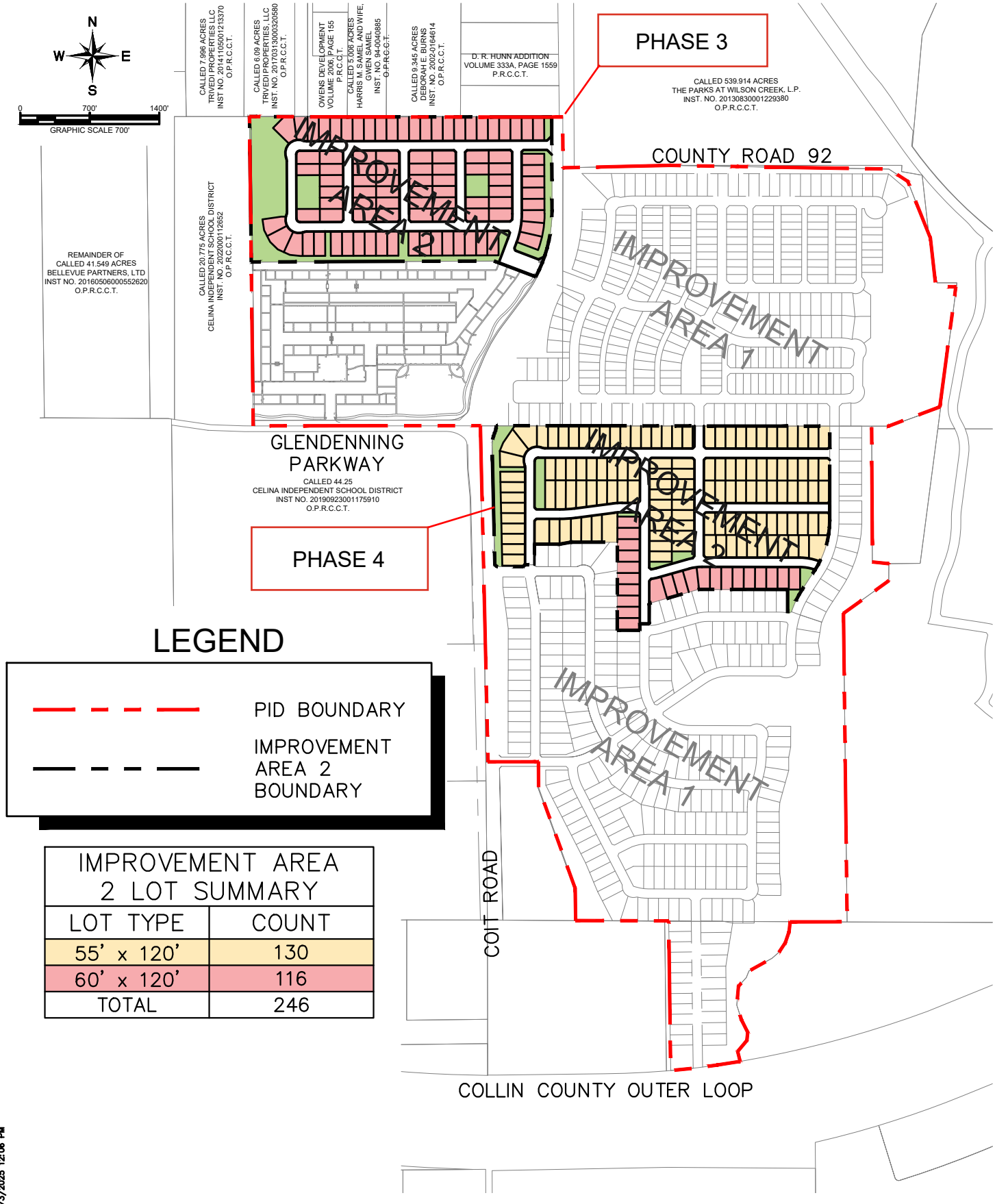
If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service 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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K:\DAL_CIVIL\069284938-CROSS CREEK MEADOWS\CAD\EXHIBITS\PLANSHEETS\20250702 - PID EXHIBIT\DIRECT PUBLIC IMPROVEMENTS 2.DWG
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**

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*

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.

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.

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.

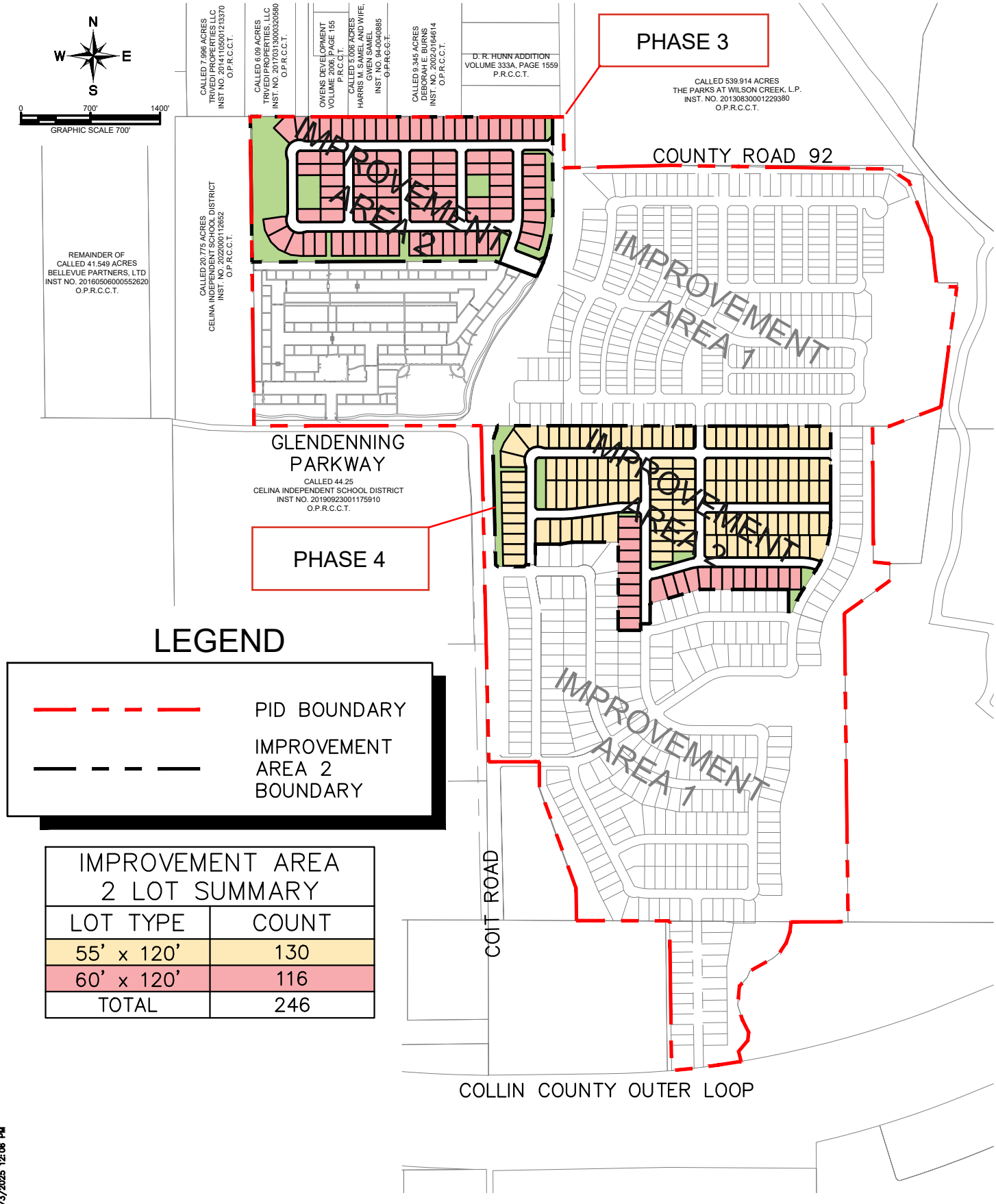
4. **Landscape/Hardscape & Miscellaneous Improvements**
   Improvements including all landscaping, irrigation, and hardscape of open space lots, amenity center construction, cluster mailboxes, and franchise utilities within or serving the residential and open space lots in Improvement Area 2.

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

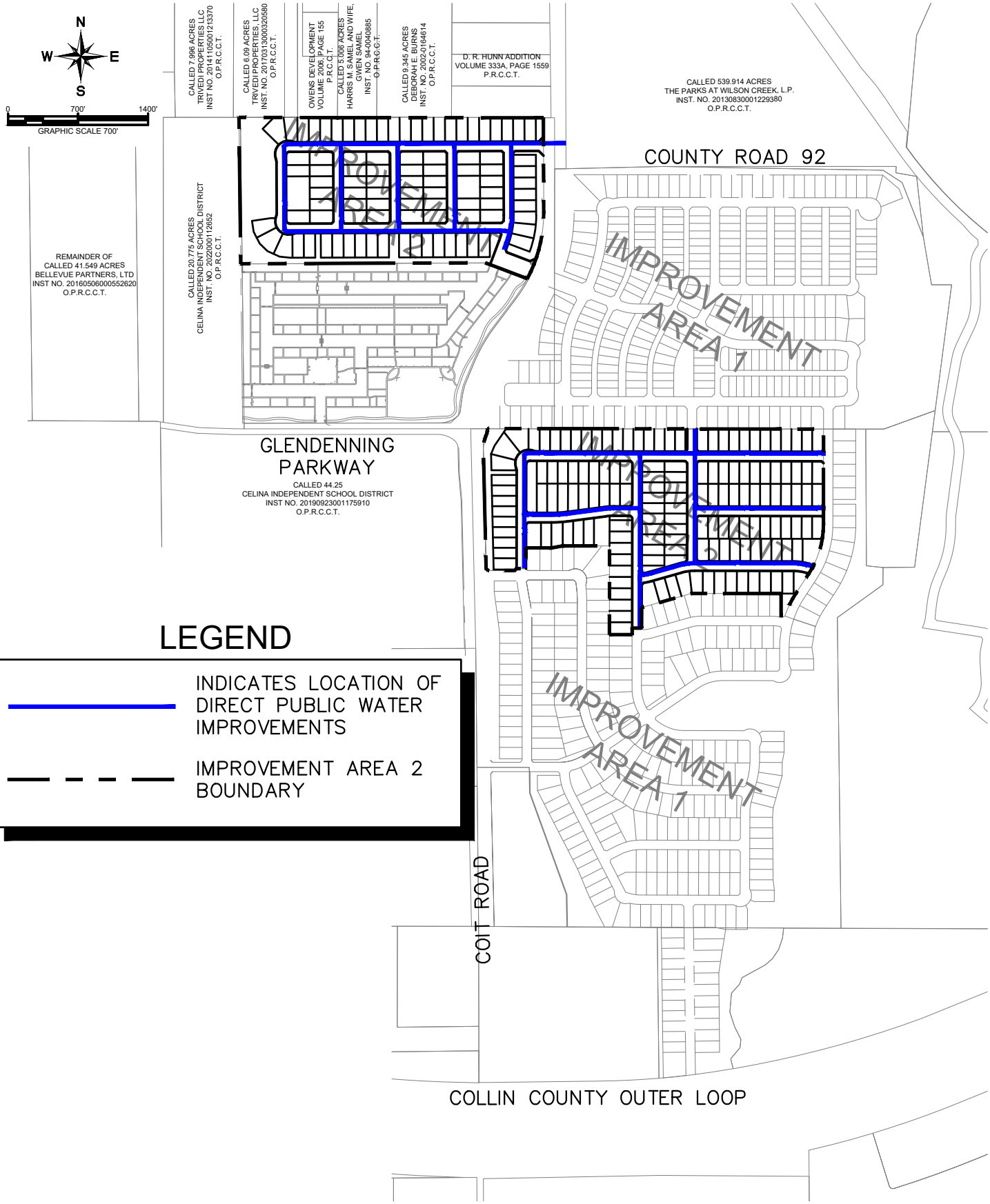
				PHASE:	**4**
PROJECT NAME:	*CROSS CREEK MEADOWS - IMPROVEMENT AREA 2*	***CREATED BY:***	RK	***NO. OF LOTS:***	153
CITY:	*CELINA, COLLIN COUNTY, TEXAS*	***CHECKED BY:***	BRM	***GROSS AC.***	33.4
JOB NUMBER:		***REVISED BY:***		***NET AC.***	33.4

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**



LEGEND

INDICATES LOCATION OF DIRECT PUBLIC WATER IMPROVEMENTS

IMPROVEMENT AREA 2 BOUNDARY

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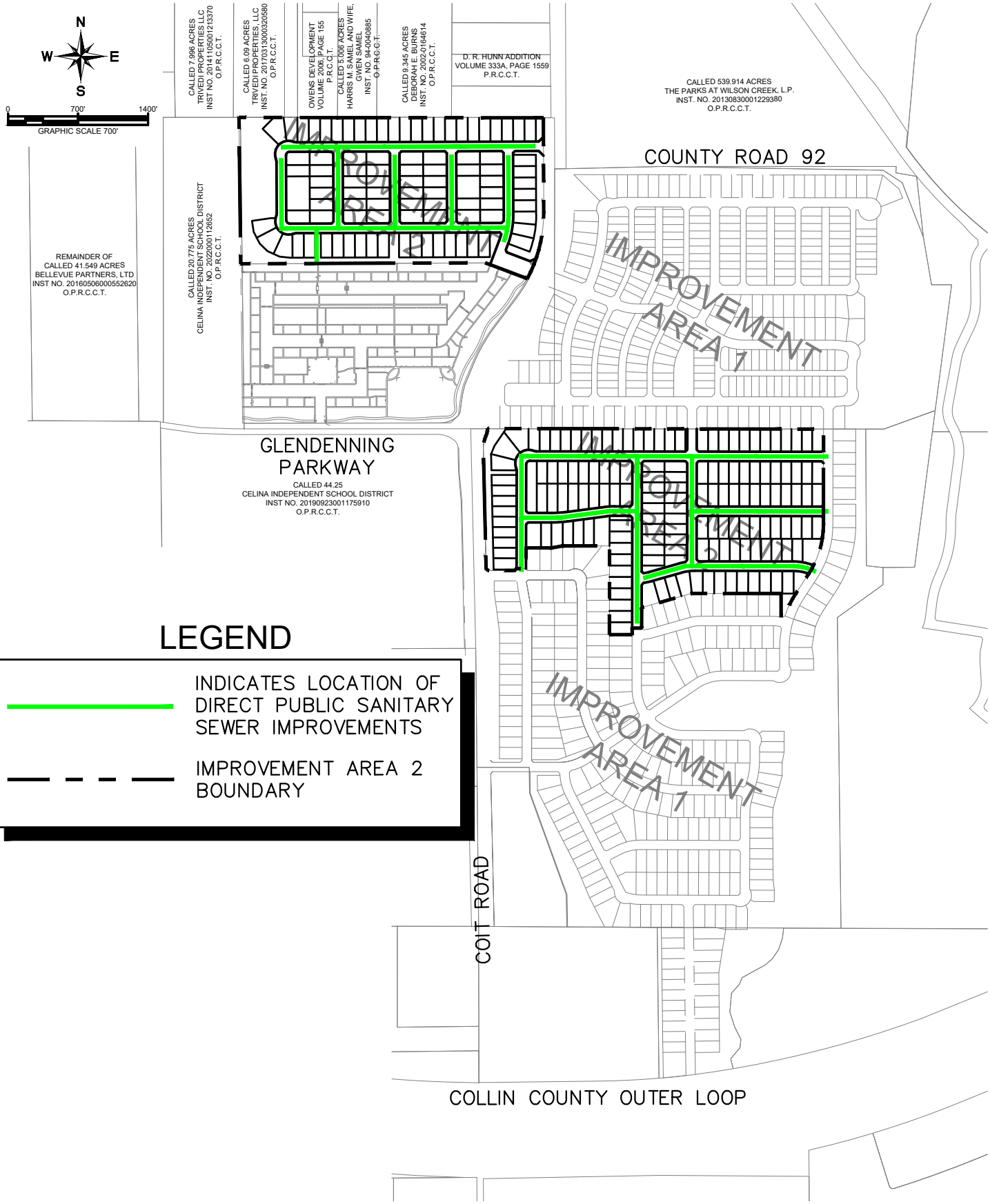
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LAST SAVED

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.



CLEMENTE, JULISSA 7/3/2025 12:35 PM
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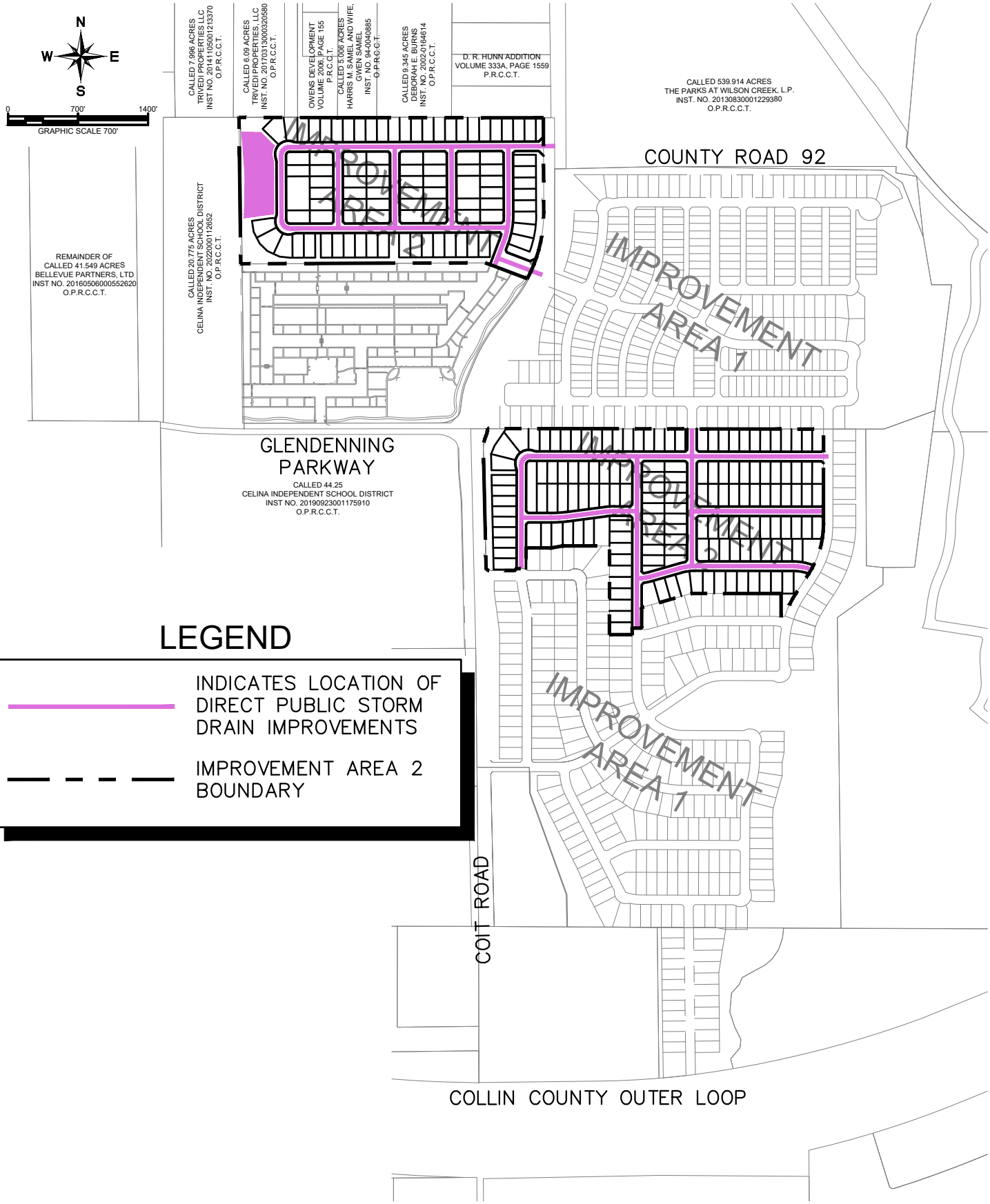
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DWG NAME
LAST SAVED

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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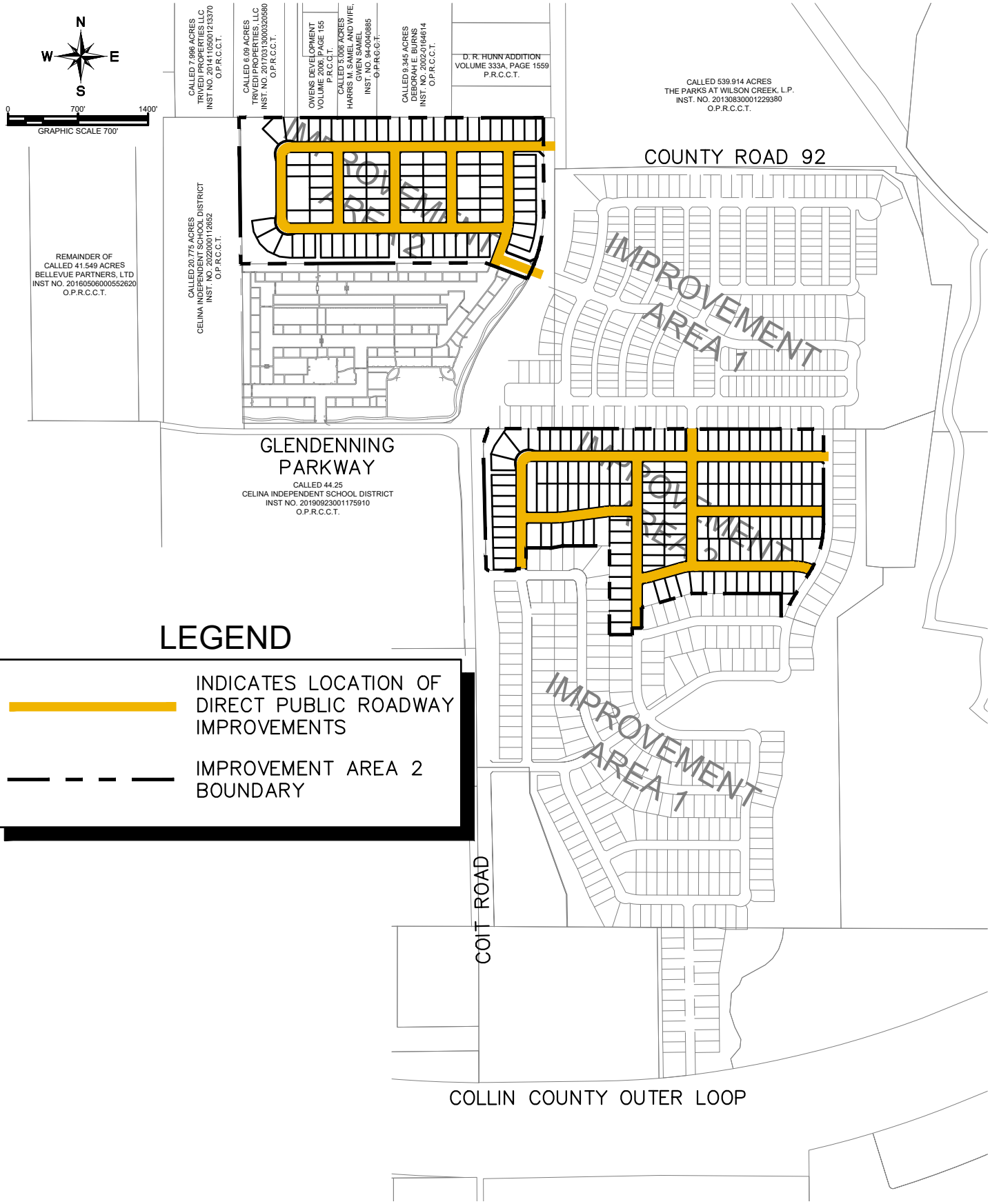
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DWG NAME
LAST SAVED

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.



LEGEND

INDICATES LOCATION OF DIRECT PUBLIC ROADWAY IMPROVEMENTS

IMPROVEMENT AREA 2 BOUNDARY

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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.

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;

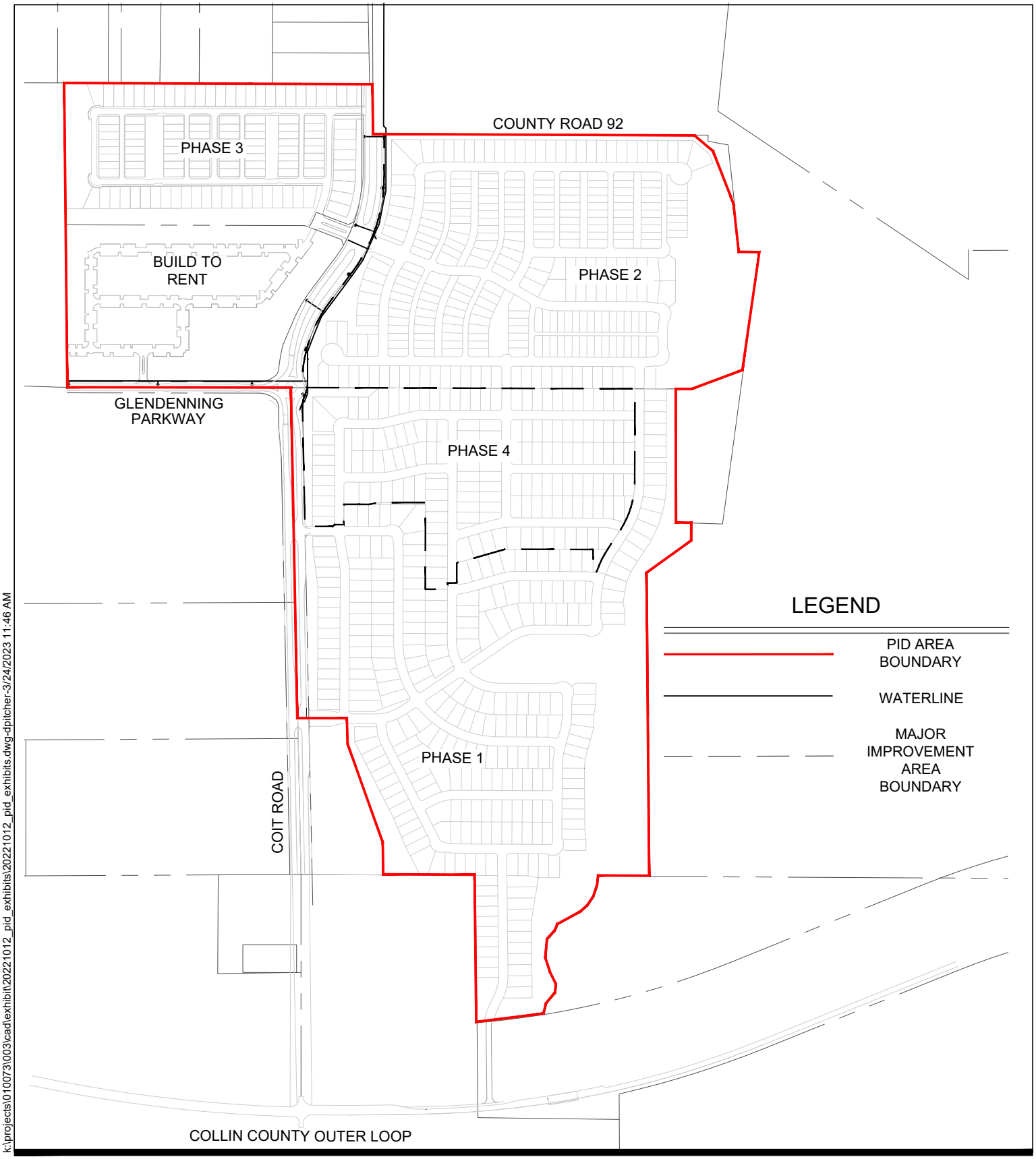
23. North 45° 36' 38" West, a distance of 14.31 feet to a capped iron rod found for corner;

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

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PROJECT

CROSS CREEK MEADOWS
CELINA, TX

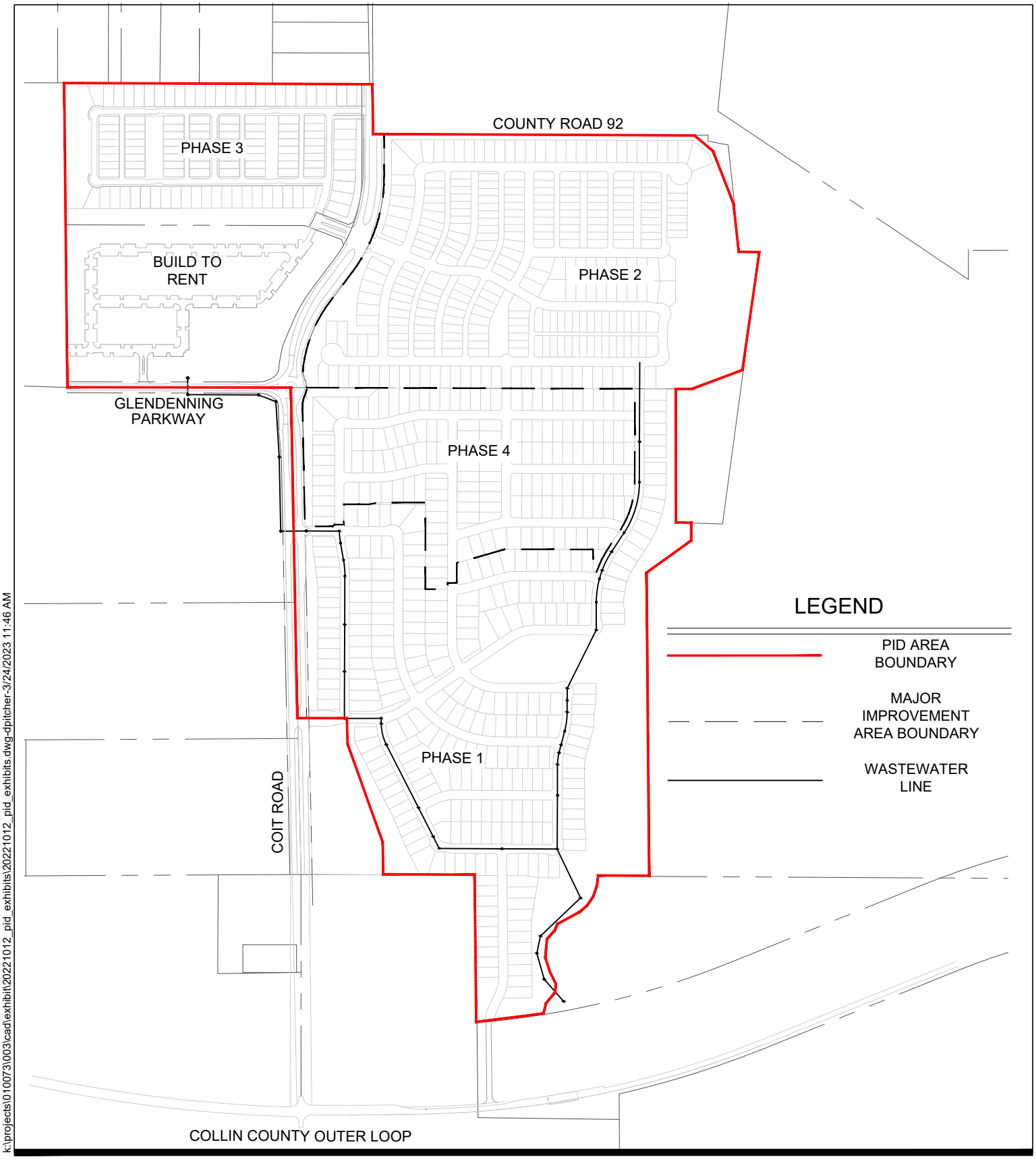
CLIENT

TAYLOR MORRISON

PROJECT NUMBER: 0100073003/002/001

SHEET:

DATE: 2022/10/05



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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

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PROJECT

CROSS CREEK MEADOWS
CELINA, TX

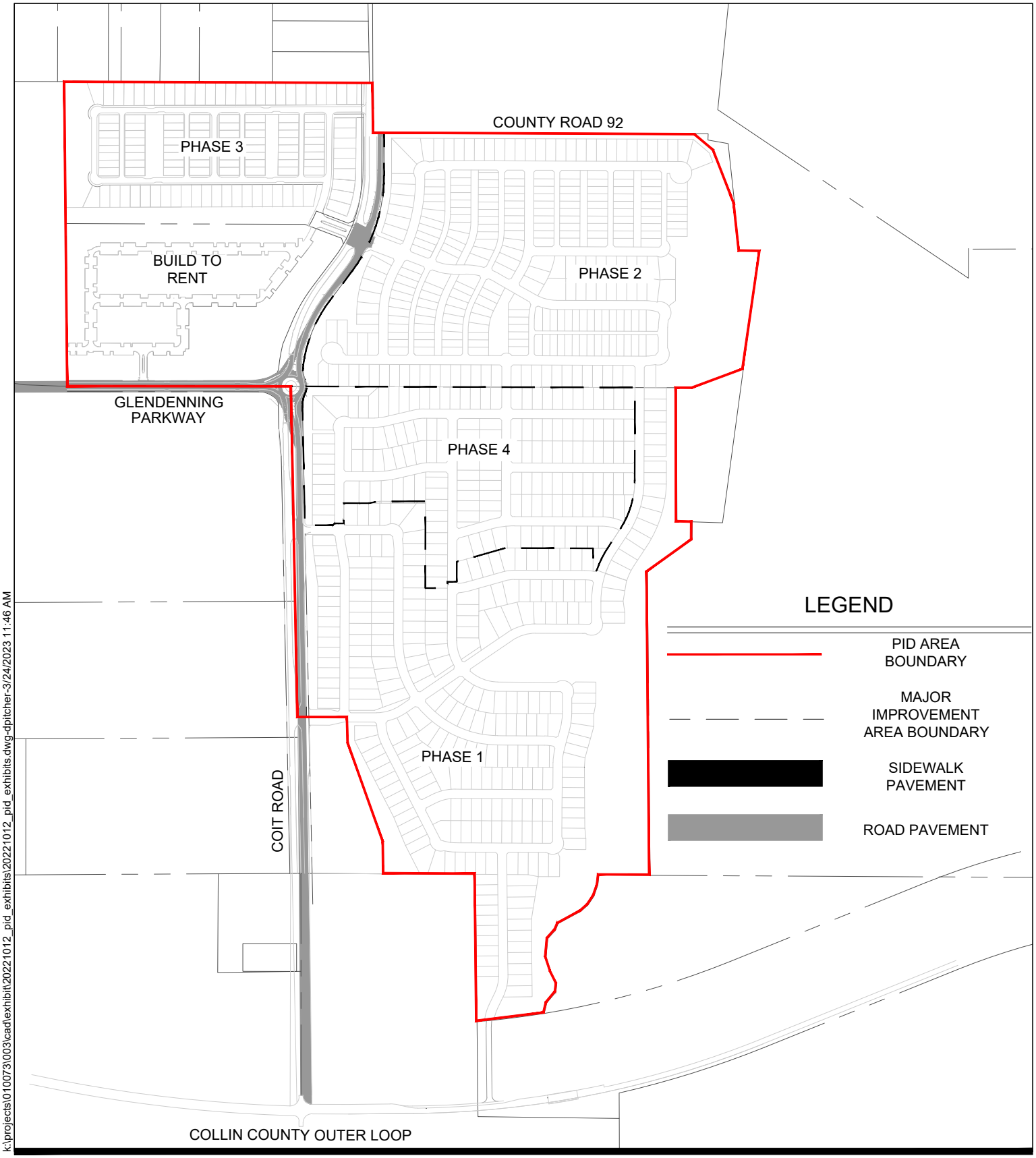
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TAYLOR MORRISON

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

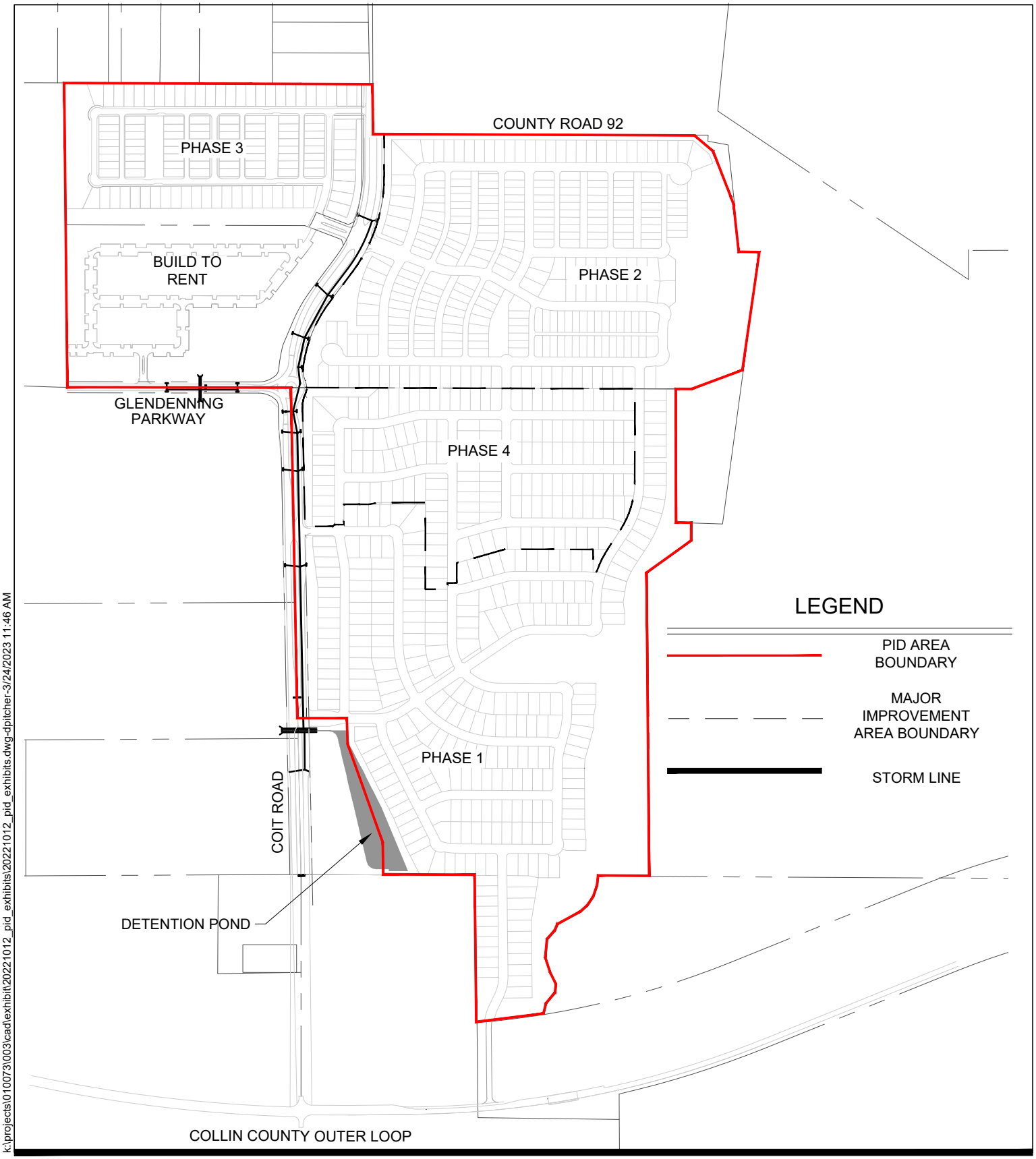
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TAYLOR MORRISON

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

MAJOR IMPROVEMENT AREA STORM

PID EXHIBIT

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PROJECT

CROSS CREEK MEADOWS
CELINA, TX

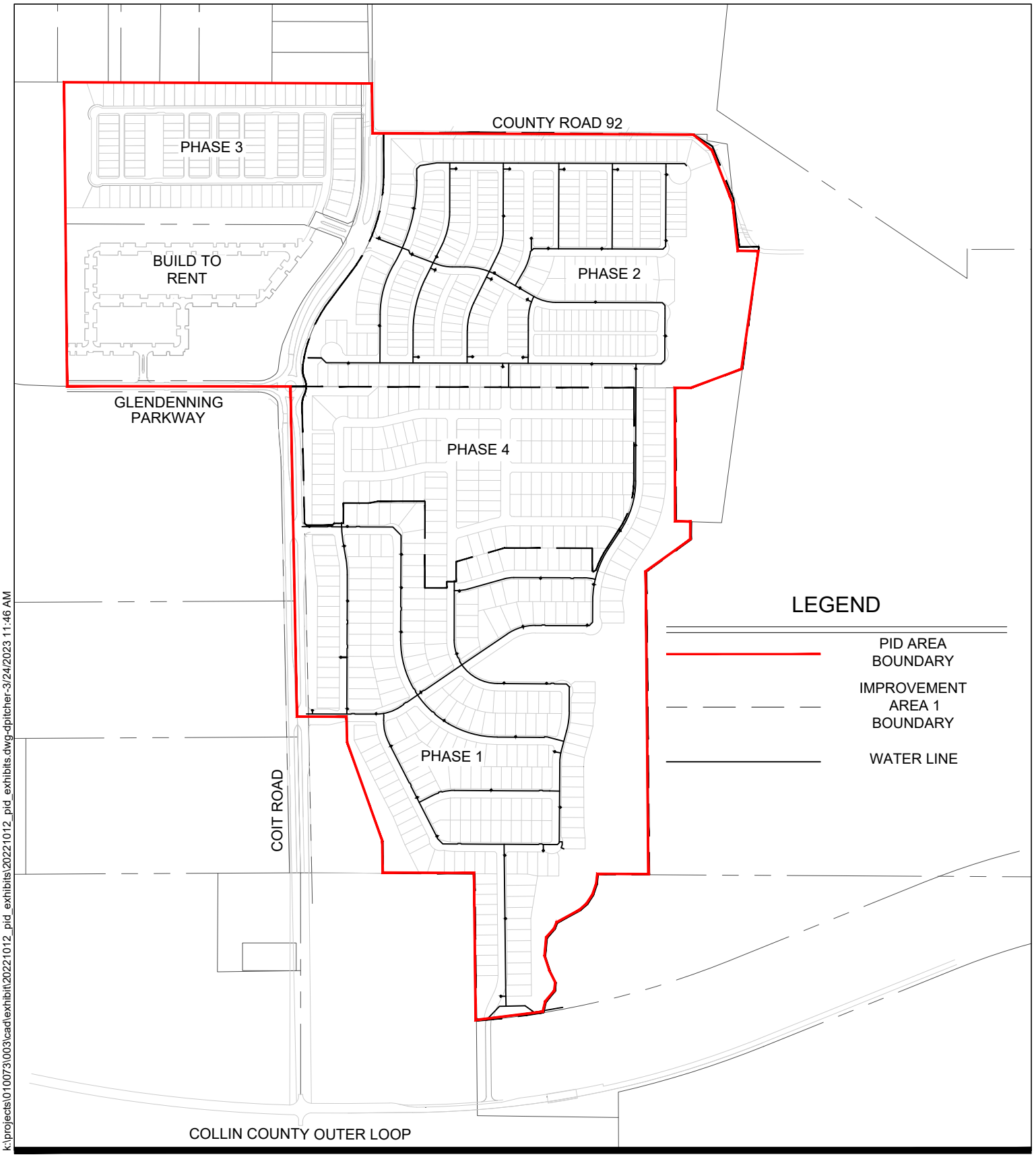
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TAYLOR MORRISON

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

IMPROVEMENT AREA 1 WATER

PID EXHIBIT

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PROJECT

CROSS CREEK MEADOWS
CELINA, TX

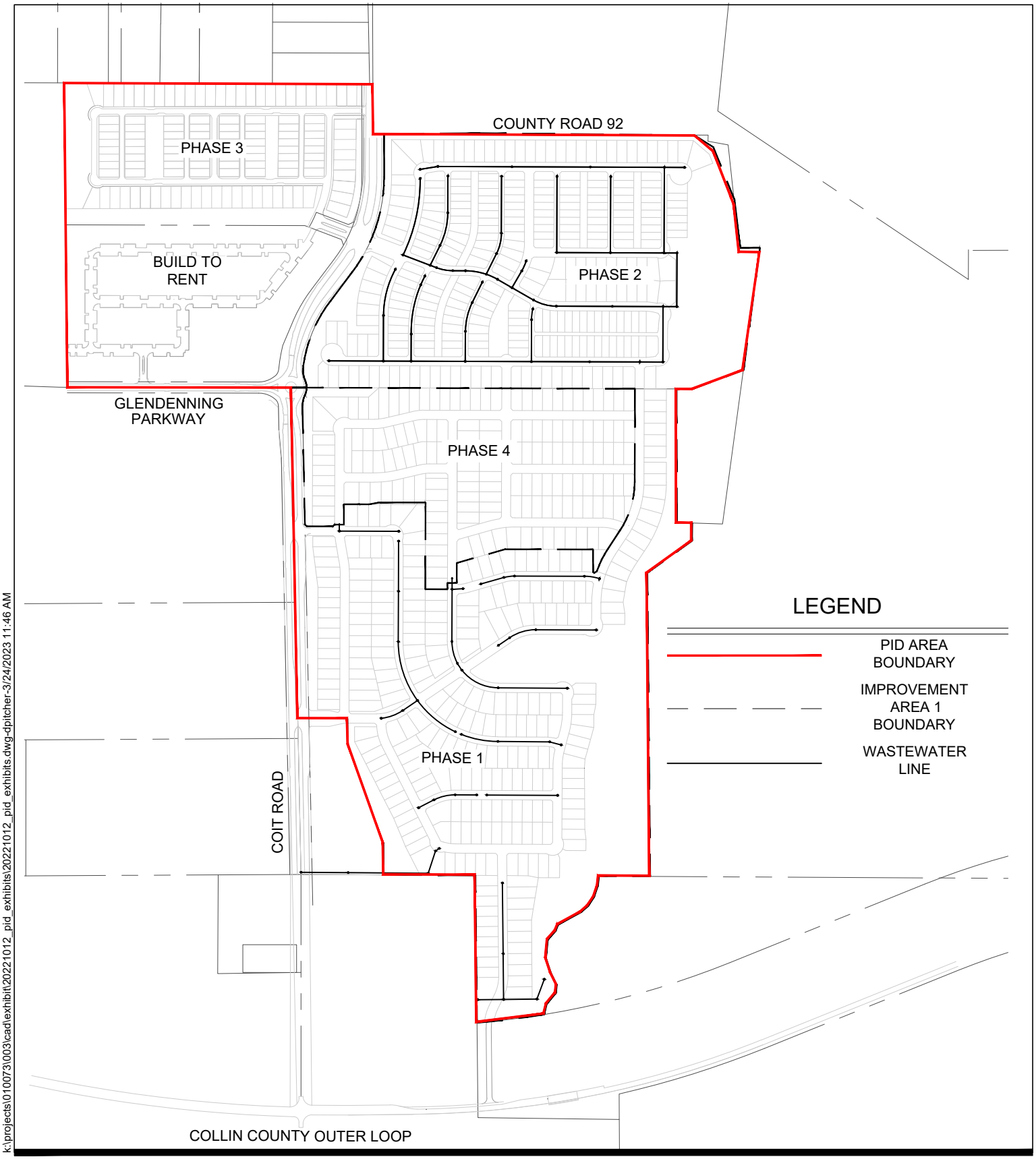
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TAYLOR MORRISON

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 WASTEWATER

PID EXHIBIT

N

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PROJECT

CROSS CREEK MEADOWS
CELINA, TX

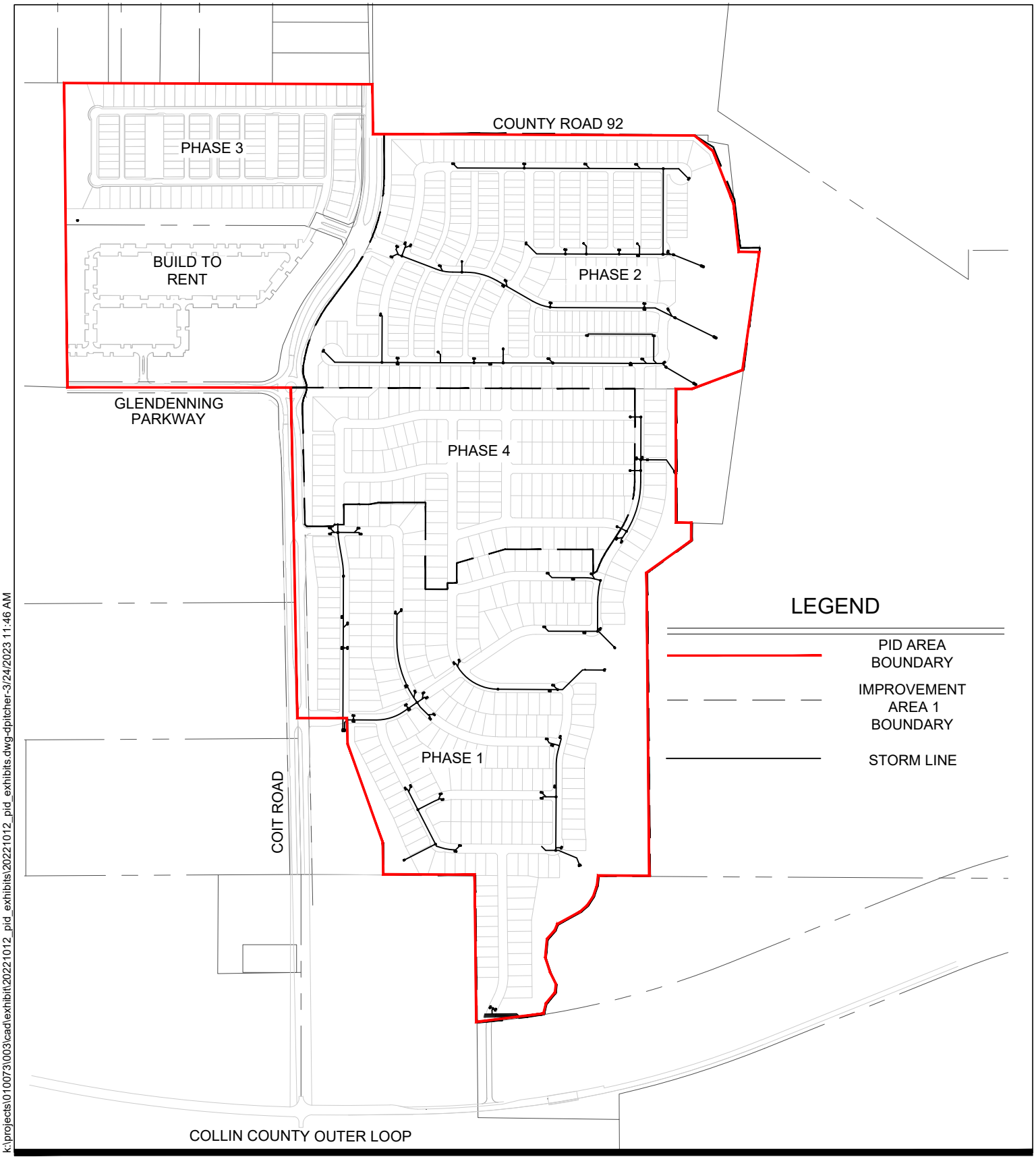
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TAYLOR MORRISON

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 STORM

PID EXHIBIT

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PROJECT

CROSS CREEK MEADOWS
CELINA, TX

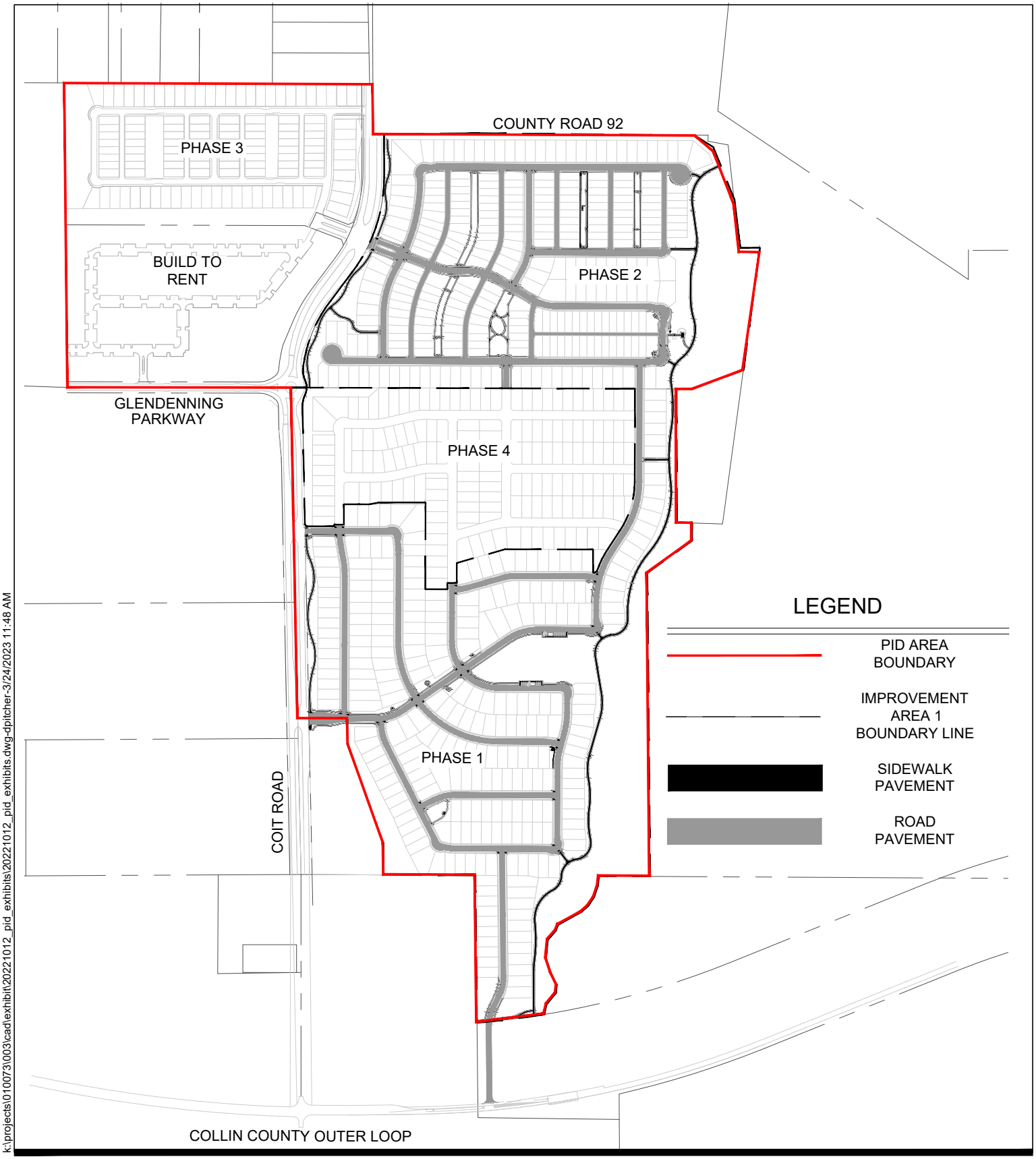
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PROJECT NUMBER: 0100073003/002/001

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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

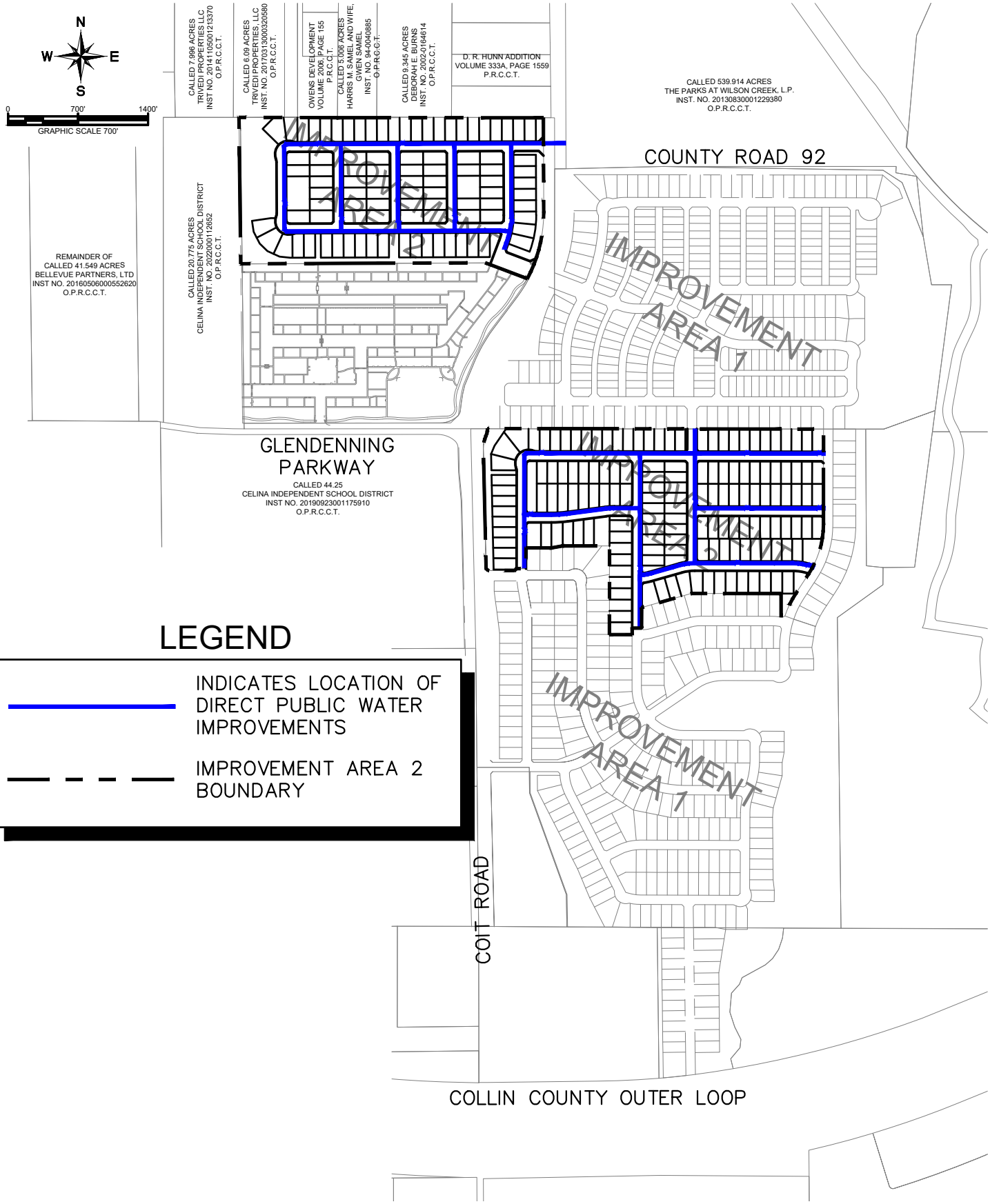
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TAYLOR MORRISON

PROJECT NUMBER: 0100073003/002/001

SHEET:

DATE: 2022/10/05



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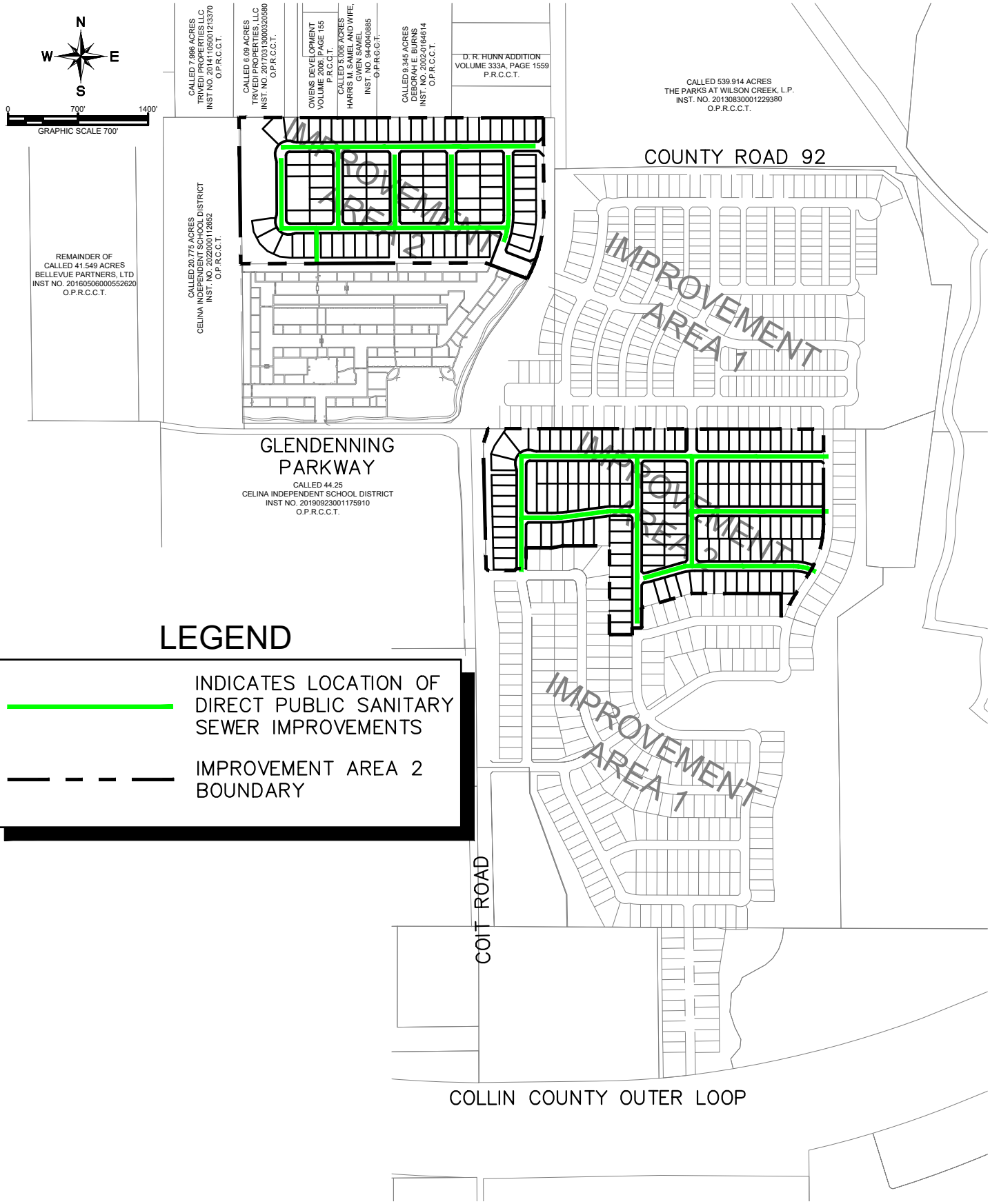
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DWG NAME
LAST SAVED

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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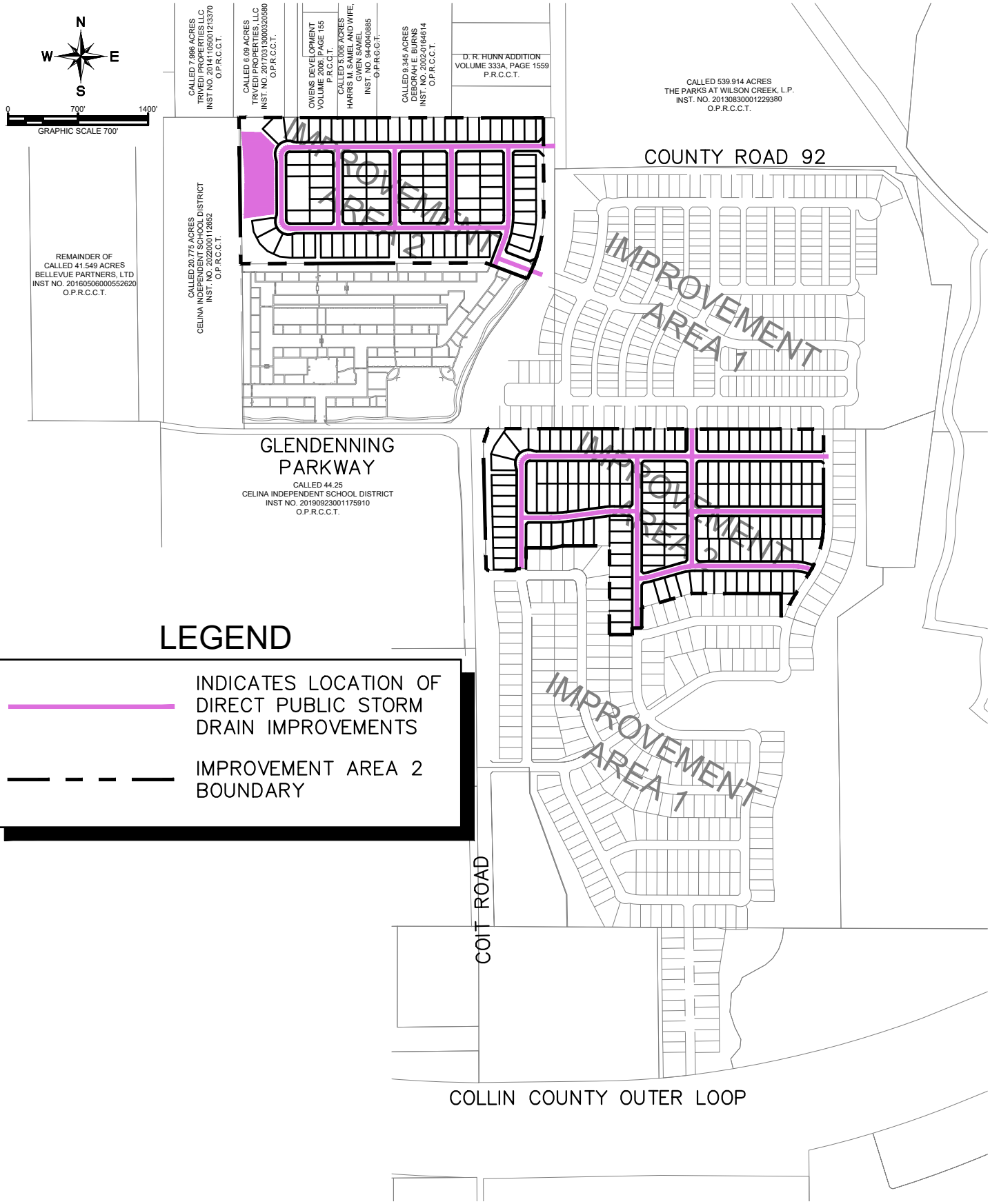
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DWG NAME
LAST SAVED

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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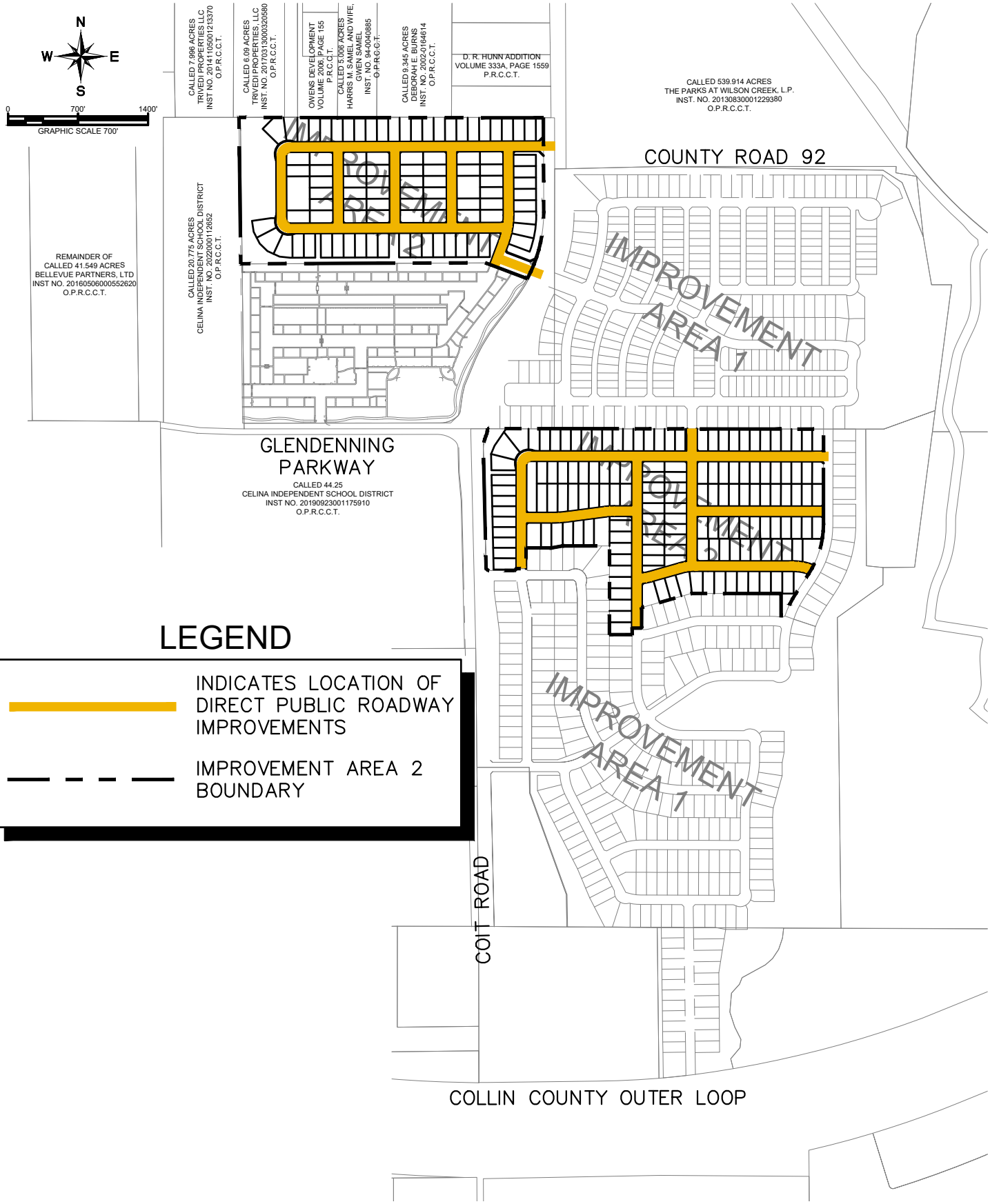
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LAST SAVED

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.



LEGEND

INDICATES LOCATION OF DIRECT PUBLIC ROADWAY IMPROVEMENTS

IMPROVEMENT AREA 2 BOUNDARY

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7/3/2025 12:06 PM

PLOTTED BY
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	
Equivalent Units	**All Parcels**
Assessment	**369.02**
	$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	
Units	**All Parcels**
Assessment	**227.80**
	$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

Life Connected.

Finance
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Lauren McDaniel, Fixed Asset Manager
CC: Robin Bromiley, Director of Finance
Date: March 10, 2026

Agenda Item:
Conduct a Public Hearing to consider testimony and act upon an Ordinance accepting and approving a Service And Assessment Plan and an Improvement Area #2 Assessment Roll – Phase #4 for the Cross Creek Meadows Public Improvement District; making a finding of special benefit to the property in Phase #4 within Improvement Area #2 of the District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended; and providing penalties and interest on delinquent assessments. (Bromiley)

Background Information:
The Cross Creek Meadows PID was created by 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. This agenda item is referencing Phase #4 and 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. Home construction in Phase #4 started in December 2025.

On February 10, 2026, the City Council adopted a Resolution calling a Public Hearing for March 10, 2026, related to the levy of assessments for Phase #4 of Improvement Area #2 to finance the costs of certain roadway, water, sanitary sewer and drainage improvements necessary to serve Phase #4.

The estimated costs for the Phase #3 Improvements and the Phase #4 Improvements, as shown in

the Preliminary Service and Assessment Plan, including administrative expenses and costs of issuance of the Improvement Area #2 Bonds, were $4,734,528 and $5,236,376, respectively. The estimated Phase #3 Assessments and Phase #4 Assessments were $2,229,000 and $3,219,000, respectively. Any adjustments in estimated costs and the Assessments based on pricing of the Improvement Area #2 Bonds will be reflected in the final Service and Assessment Plan presented at this meeting. If the City Council adopts this ordinance and the related ordinance levying the Phase #3 Assessments, the City Council will consider an Ordinance authorizing the issuance of a single series of Bonds to be secured by the combined Assessments.

To streamline the PID process while maintaining adherence to existing PID policy, the City is replacing the "landowner agreement" with a "landowner certificate." This updated document is signed and recorded by the property owner to acknowledge assessment obligations without requiring City execution. While the format has been changed to reflect that the City holds no direct obligations under the document, the legal substance remains the same: the certificate is a binding obligation that runs with the land, identical to the previous policy requirements.

This agenda item conducts the Public Hearing related to the levy of the Phase #4 Assessments and considers the adoption of an ordinance levying the Phase #4 Assessments and approving the final Service and Assessment Plan. This Ordinance also directs the recording and posting of the Service and Assessment Plan in accordance with the PID Act.

Legal Review:
Ordinance and Service and Assessment Plan approved by Bond Counsel.

Supporting Documents:
1. Staff Presentation
2. Ordinance

Financial Consideration:
The Ordinance does not impact the City’s operating funds. It establishes assessments on property owners within Phase #4 of Improvement Area #2 within the Cross Creek Meadows Public Improvement District to finance the identified public improvements.

Staff Recommendation:
Staff recommends approval.



CITY COUNCIL MEETING

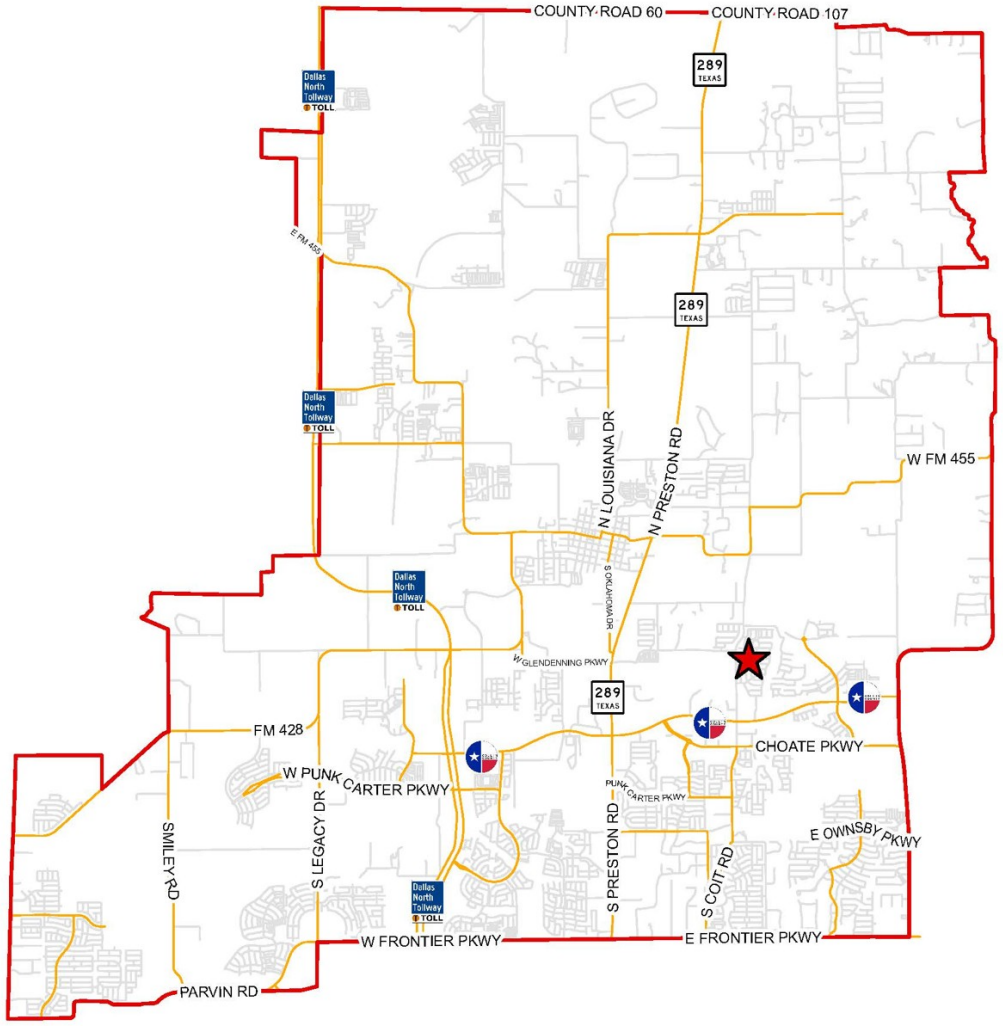
CROSS CREEK MEADOWS

PHASE #3 & PHASE #4

PUBLIC HEARINGS
ASSESSMENT ORDINANCE

March 10, 2026

Cross Creek Meadows PID



- Established April 11, 2023
- PID is located near the intersection of County Road 90 and County Road 92
- Approximately 245 acres
- Public Hearing on Agenda item tonight is for
  - Improvement Area #2 •Phase #3 – 93 SF units
  - Improvement Area #2 •Phase #4 – 153 SF units

Improvement Area #2 - Phase #3

- Requesting to levy assessments on the property within Phase #3 of Improvement Area #2
  - Phase #3 is under construction with expected completion in November 2026
- Estimated PID Assessment*: Phase #3 - $2,229,000
- The Phase #3 Assessments, when levied, are anticipated to secure, a single series of PID Bonds to be issued following the levies



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

Improvement Area #2 - Phase #3 Assessment

Description	Units	Allocable MIA Assessment per Unit	IA #2 Assessment per Unit	Total Combined Assessment per Unit	Total Combined Average Annual Installment per Unit
60 ft Lot	93	$14,966	$23,968	38,934	$3,571

*Estimated and subject to change as actual bond costs are determined. Totals may not add due to rounding.

TAX RATE ANALYSIS PHASE #3

Tax Rate Analysis	Tax Rate (Per $100/AV)
Tax Rate Equivalent for Improvement Area #2 Assessment to be levied	$0.31
Tax Rate Equivalent for Allocable Major Improvement Area Assessments	$0.20
FY 2026 Overlapping Tax Rates	$2.02
Estimated Total Overlapping Tax Rate	$2.53

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

Improvement Area #2 - Phase #4

- Requesting to levy assessments on the property within Phase #4 of Improvement Area #2
  - Phase #4 is construction is complete
- Estimated PID Assessment*: - $3,219,000
- The Phase #4 Assessments, when levied, are anticipated to secure, a single series of PID Bonds to be issued following the levies



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

Improvement Area #2 - Phase #4 Assessment

Description	Units	Allocable MIA Assessment per Unit	IA #2 Assessment per Unit	Total Combined Assessment per Unit	Total Combined Average Annual Installment per Unit
55 ft Lot	130	12,870	20,537	33,407	3,097
60 ft Lot	23	$14,965	$23,800	38,845	$3,601
Total Units	153				

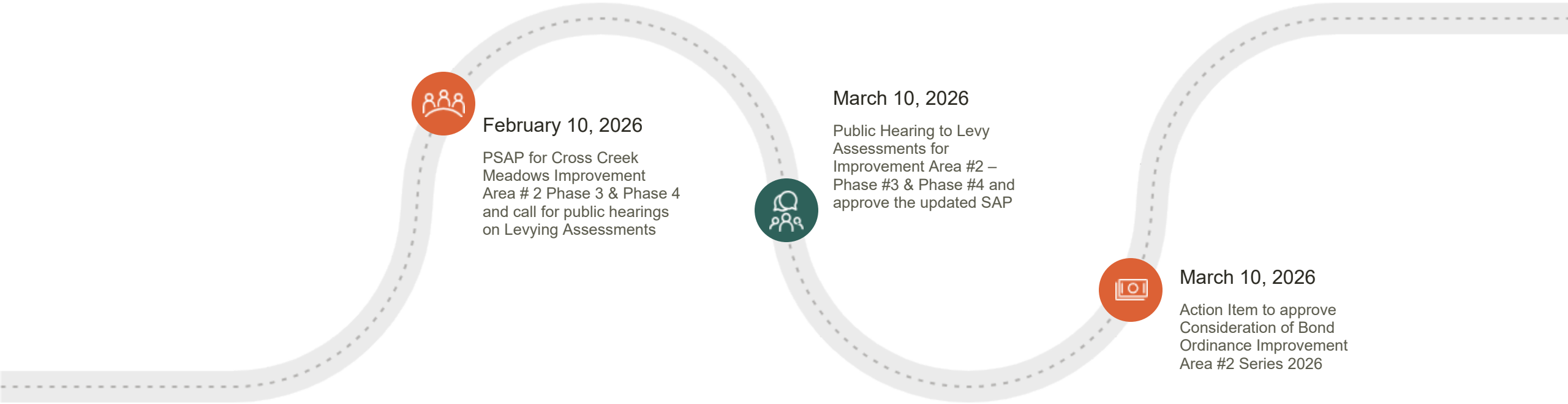
*Estimated and subject to change as actual bond costs are determined. Totals may not add due to rounding.

TAX RATE ANALYSIS PHASE #4

Tax Rate Analysis	Tax Rate (Per $100/AV)	
	55' lot	60' lot
Tax Rate Equivalent for Improvement Area #2 Assessment to be levied	$0.32	$0.32
Tax Rate Equivalent for Allocable Major Improvement Area Assessments	$0.20	$0.20
FY 2026 Overlapping Tax Rates	$2.02	$2.02
Estimated Total Overlapping Tax Rate	$2.54	$2.54

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

Cross Creek Meadows - IA #2 Timeline



February 10, 2026

PSAP for Cross Creek Meadows Improvement Area # 2 Phase 3 & Phase 4 and call for public hearings on Levying Assessments

March 10, 2026

Public Hearing to Levy Assessments for Improvement Area #2 – Phase #3 & Phase #4 and approve the updated SAP

March 10, 2026

Action Item to approve Consideration of Bond Ordinance Improvement Area #2 Series 2026



Questions?

ORDINANCE NO. 2026-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND AN IMPROVEMENT AREA #2 ASSESSMENT ROLL – PHASE #4 FOR THE CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN PHASE #4 WITHIN IMPROVEMENT AREA #2 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN PHASE #4 OF IMPROVEMENT AREA #2 AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district consisting of certain property located within the corporate limits of the City; and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District (as defined below), as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signatures of the record owners of taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on April 11, 2023, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by resolution, adopted by a majority of the members of the City Council, authorized and created the Cross Creek Meadows Public Improvement District (the "District") in accordance with its finding as to the advisability of the authorized improvements; and

WHEREAS, on April 17, 2023, the City Secretary of the City (the "City Secretary") filed a copy of such resolution with the county clerk of each county in which all or a part of the District is located in accordance with the provisions of the PID Act; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, on February 10, 2026, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed assessment roll for Phase #4

within Improvement Area #2 of the District (the "Improvement Area #2 Assessment Roll – Phase #4"); calling for a public hearing to consider an ordinance levying assessments on property in Phase #4 within Improvement Area #2 of the District (the "Assessments"); authorizing and directing the City Secretary to file the proposed Improvement Area #2 Assessment Roll – Phase #4 and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property in Phase #4 (the "Levy and Assessment Hearing"); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on February 11, 2026, the City Secretary filed the Improvement Area #2 Assessment Roll – Phase #4 and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published or caused the publication of the notice of the Levy and Assessment Hearing on February 20, 2026 in the *Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, pursuant to Section 372.016(c) of the PID Act, notice of the Levy and Assessment Hearing was mailed to the last known addresses of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on March 10, 2026, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Improvement Area #2 Assessment Roll – Phase #4, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the improvements to be undertaken for the benefit of the Phase #4 Assessed Property (the "Phase #4 Improvements"), the purposes of the Assessments, the special benefits of the Phase #4 Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Improvement Area #2 Assessment Roll – Phase #4 and the "Cross Creek Meadows Public Improvement District Service and Assessment Plan", dated March 10, 2026, in a form substantially similar to the attached ***Exhibit A*** (as updated from time to time, the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan and the Improvement Area #2 Assessment Roll – Phase #4 attached thereto; and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Phase #4 Improvements, the Improvement Area #2 Assessment Roll – Phase #4, or the levy of the Assessments against the Phase #4 Assessed Property; and

WHEREAS, the owners (the "Landowners"), or their representatives, of all of the privately-owned and taxable property located in Phase #4, who are the persons to be assessed pursuant

to this Ordinance, have indicated their approval and acceptance of the Service and Assessment Plan, approval of the Improvement Area #2 Assessment Roll – Phase #4, approval of this Ordinance, and approval of the levy of the Assessments against their property located within Phase #4, such approval being evidenced by the execution by the Landowners of a "Consent and Agreement and Declaration of Covenants, Conditions and Restrictions of Landowners" (the "Landowner Consent Certificate") in a form presented to the City Council herewith, which Landowner Consent Certificate is hereby ratified and approved by the City Council; and

WHEREAS, the City Council closed the Levy and Assessment Hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act; and now therefore

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

Section 1. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Phase #4 Improvements, the bond issuance costs and the Administrative Expenses (collectively, the "Phase #4 Authorized Improvements") pursuant to the Service and Assessment Plan is fair and reasonable, reflects an accurate presentation of the special benefit each parcel of Phase #4 Assessed Property will receive from the Phase #4 Authorized Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Phase #4 Authorized Improvements, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended;

(c) The Service and Assessment Plan apportions the Actual Costs of the Phase #4 Authorized Improvements to be assessed against the Phase #4 Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the Phase #4 Assessed Property because of the Phase #4 Authorized Improvements;

(d) All of the real property in Phase #4, which is being assessed in the amounts shown in the Improvement Area #2 Assessment Roll – Phase #4, will be benefited by the Phase #4 Authorized Improvements as described in the Service and Assessment Plan,

and each parcel of Phase #4 Assessed Property will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Phase #4 Authorized Improvements set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Phase #4 Authorized Improvements on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs of the Phase #4 Authorized Improvements;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Improvement Area #2 – Phase #4 Assessment Roll should be approved as the assessment roll for the Phase #4 Assessed Property of the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for Phase #4 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Improvement Area #2 Assessment Roll – Phase #4.

The Improvement Area #2 Assessment Roll – Phase #4 is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the assessment roll for Phase #4 of the District.

Section 5. Levy and Payment of Assessments for Actual Costs of the Phase #4 Authorized Improvements.

(a) The City Council hereby levies an assessment on each parcel of Phase #4 Assessed Property, as shown and described in the Service and Assessment Plan and the Improvement Area #2 Assessment Roll – Phase #4, in the respective amounts shown on the Improvement Area #2 Assessment Roll – Phase #4, as a special assessment on the properties set forth in the Improvement Area #2 Assessment Roll – Phase #4.

(b) The levy of the Assessments shall be effective on the date of the adoption of this Ordinance levying the Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for the Phase #4 Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. **Method of Assessment**.

The method of apportioning the Actual Costs of the Phase #4 Authorized Improvements is set forth in the Service and Assessment Plan.

Section 7. **Penalties and Interest on Delinquent Assessments**.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. **Prepayments of Assessments**.

As provided in the Service and Assessment Plan, the owner of any Phase #4 Assessed Property subject to an Assessment may prepay the Assessments levied by this Ordinance.

Section 9. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Phase #4 Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Phase #4 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. **Appointment of Administrator and Collector of Assessments**.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Tax Assessor-Collector of Collin County is hereby appointed and designated as the collector of the Assessments.

Section 11. **Applicability of Tax Code**.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the City.

Section 12. **Filing in Land Records**. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Improvement Area #2 Assessment Roll – Phase #4, to be recorded in the real property records of Collin County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 13. Posting on City Website.

The City Secretary is directed to post a copy of the Service and Assessment Plan, including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, on the internet website maintained or used by the City for the purposes of Section 26.18, Texas Tax Code, as amended, not later than the seventh day after the date the City Council adopts the Service and Assessment Plan. The City Secretary is further directed to similarly post each Annual Service Plan Update approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 14. Submission to Appraisal District.

The City Secretary is directed to cause a copy of the Improvement Area #2 Assessment Roll – Phase #4, in the format required by Section 372.017(e) of the PID Act, to be submitted to the Collin Central Appraisal District not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan.

Section 15. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 16. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage hereof.

(Signature page follows)

PASSED AND ADOPTED, this the 10th day of March, 2026.

CITY OF CELINA, TEXAS

Ryan Tubbs, Mayor

ATTEST:

Ashley Owens, City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2026 by Ryan Tubbs, Mayor of the City of Celina, Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

EXHIBIT A

Service and Assessment Plan

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 is expected to be fully completed in June 2026. 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.

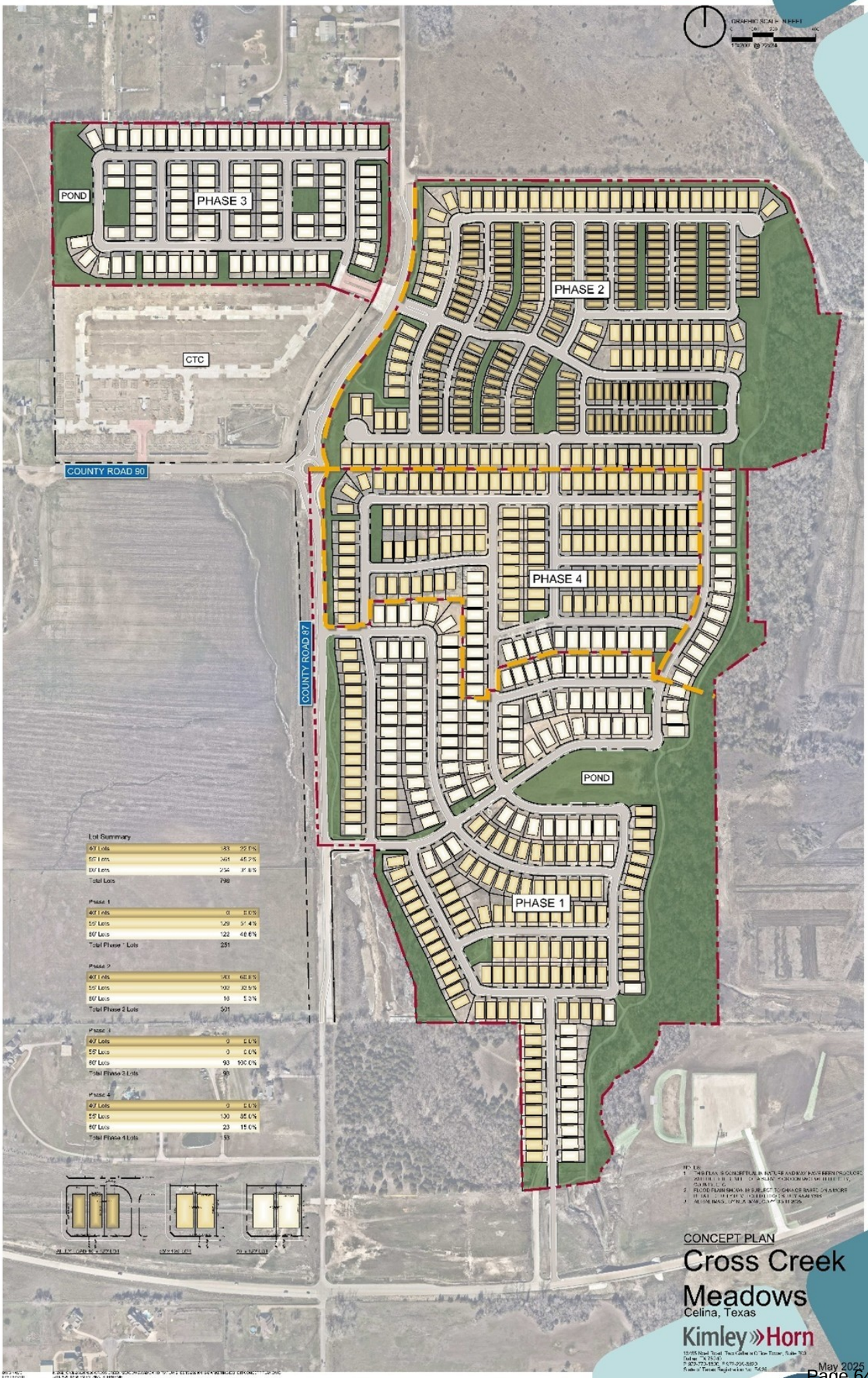
E. Severability

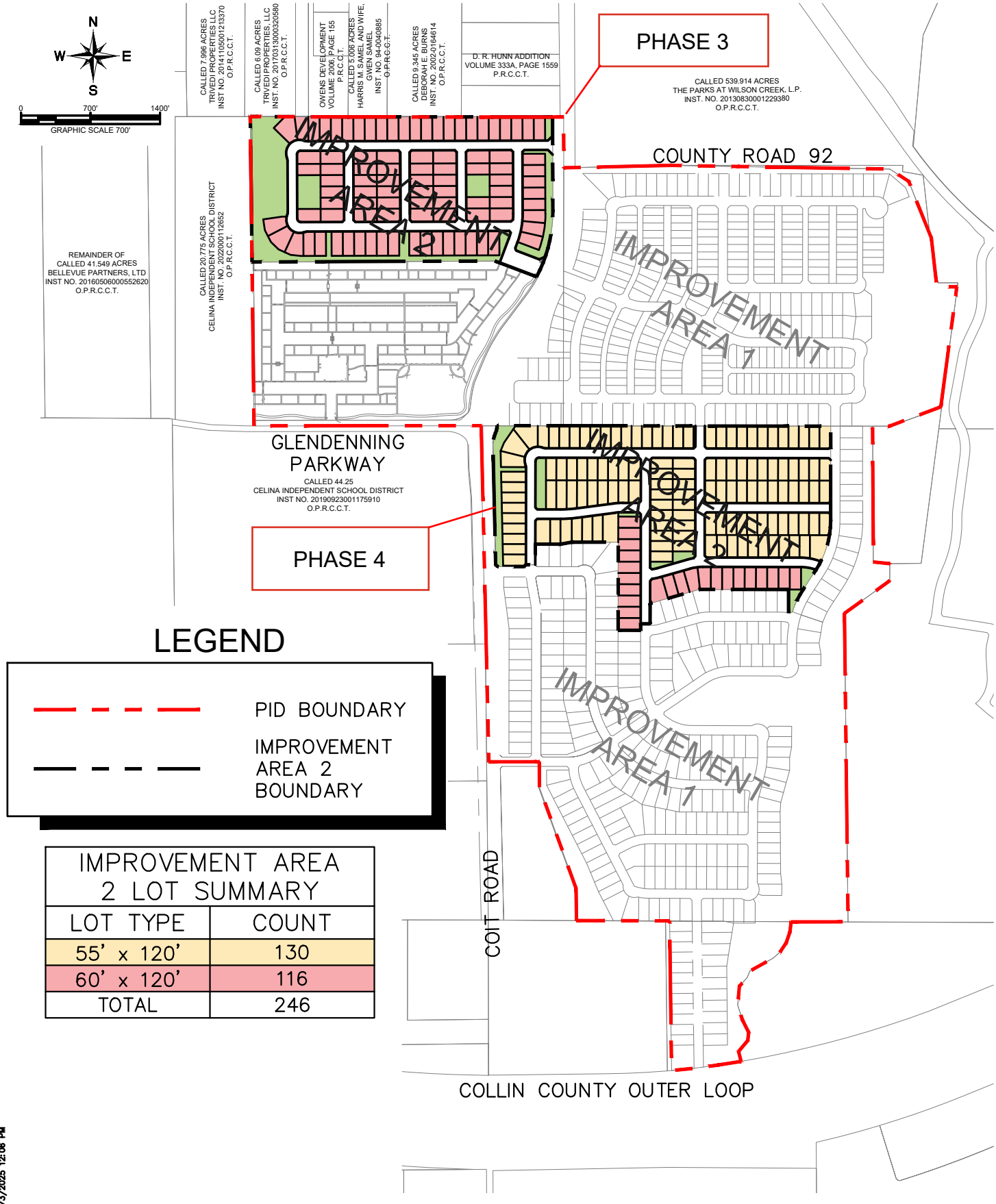
If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service 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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K:\DAL_CIVIL\069284938-CROSS CREEK MEADOWS\CAD\EXHIBITS\PLANSHEETS\20250702 - PID EXHIBIT\DIRECT PUBLIC IMPROVEMENTS 2.DWG
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**

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*

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.

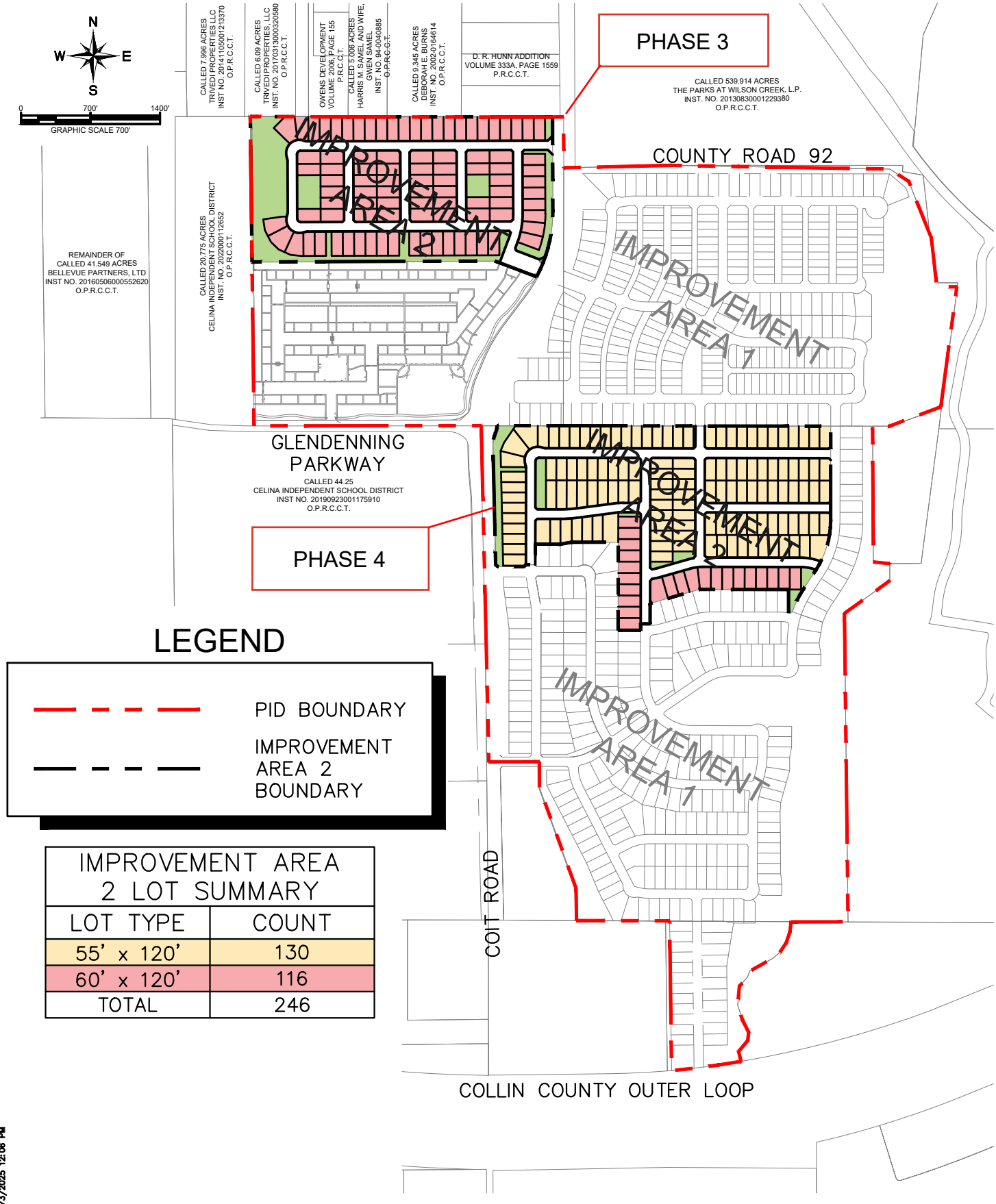
4. **Landscape/Hardscape & Miscellaneous Improvements**
   Improvements including all landscaping, irrigation, and hardscape of open space lots, amenity center construction, cluster mailboxes, and franchise utilities within or serving the residential and open space lots in Improvement Area 2.

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

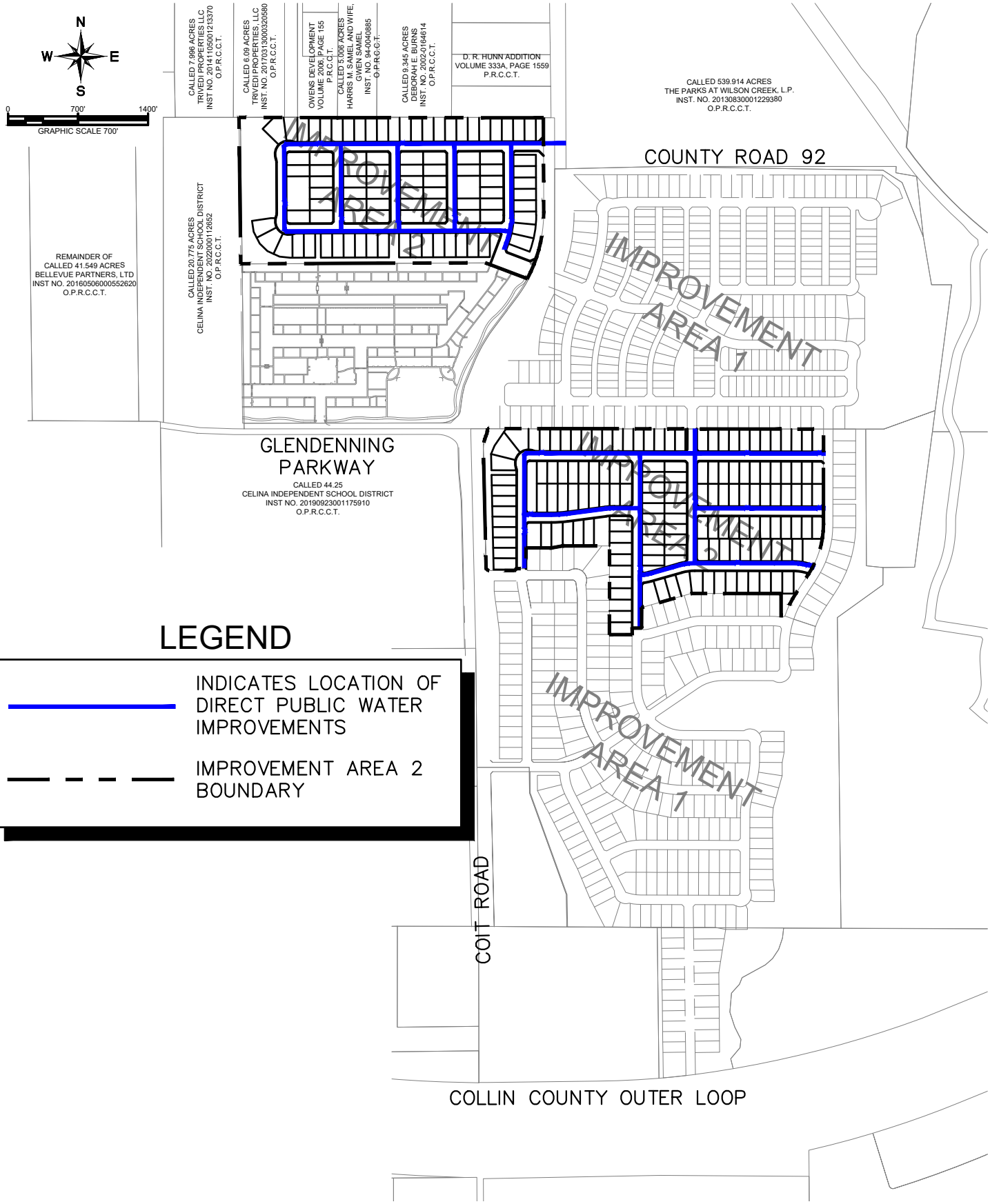
				PHASE:	**4**
PROJECT NAME:	*CROSS CREEK MEADOWS - IMPROVEMENT AREA 2*	***CREATED BY:***	RK	***NO. OF LOTS:***	153
CITY:	*CELINA, COLLIN COUNTY, TEXAS*	***CHECKED BY:***	BRM	***GROSS AC.***	33.4
JOB NUMBER:		***REVISED BY:***		***NET AC.***	33.4

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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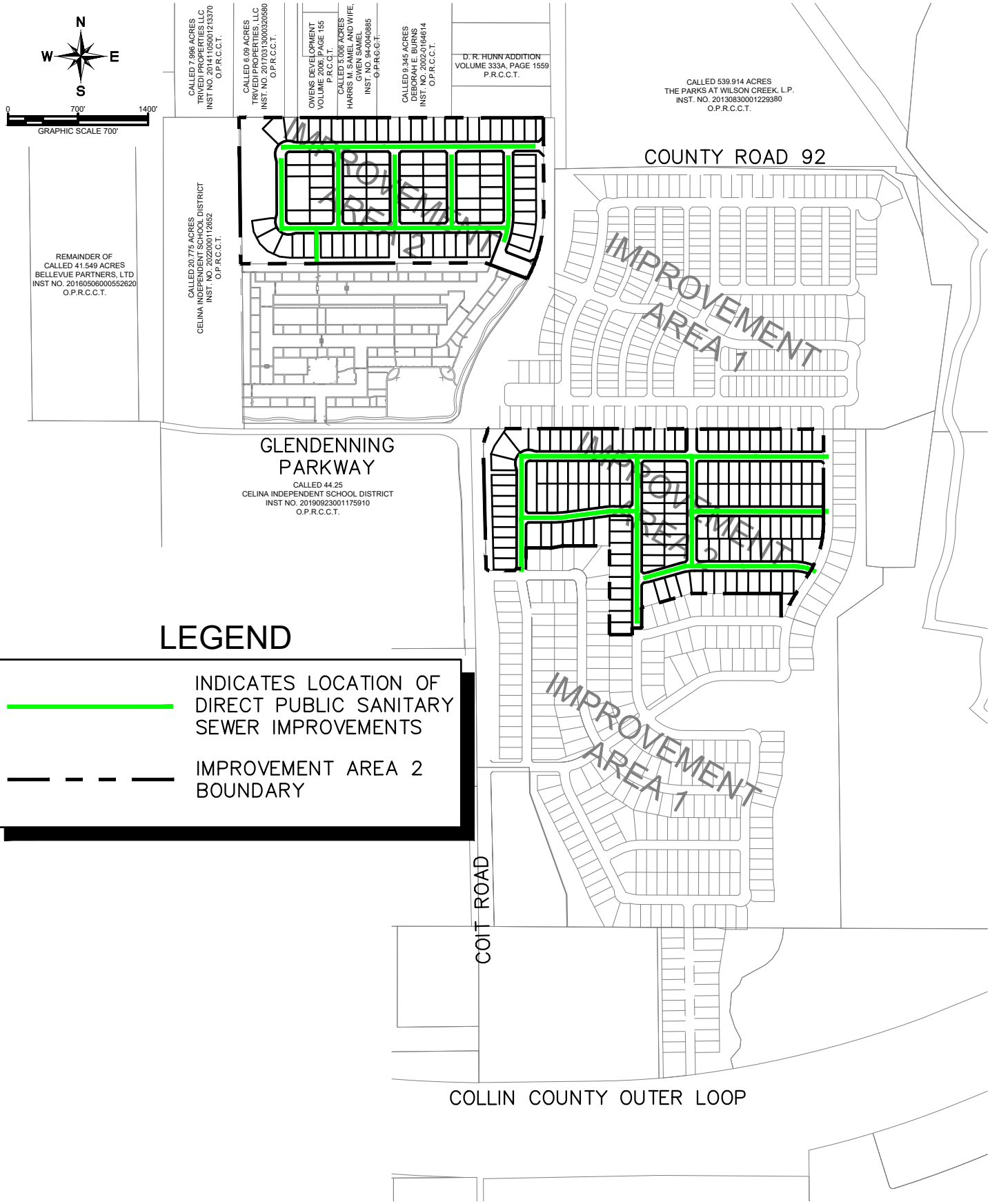
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Exhibit C
Improvement Area 2 - Water

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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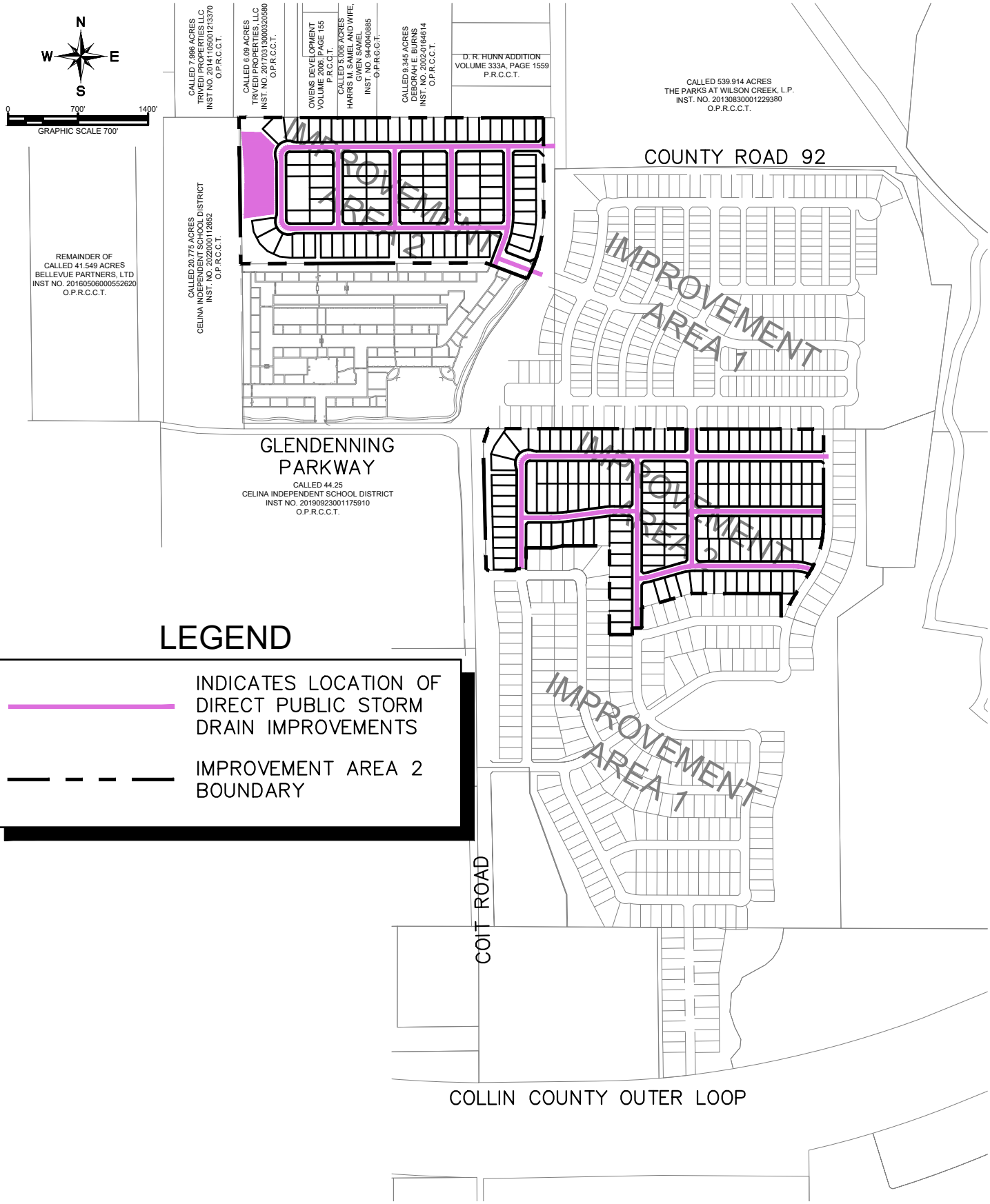
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Exhibit D
Improvement Area 2 - Sanitary Sewer

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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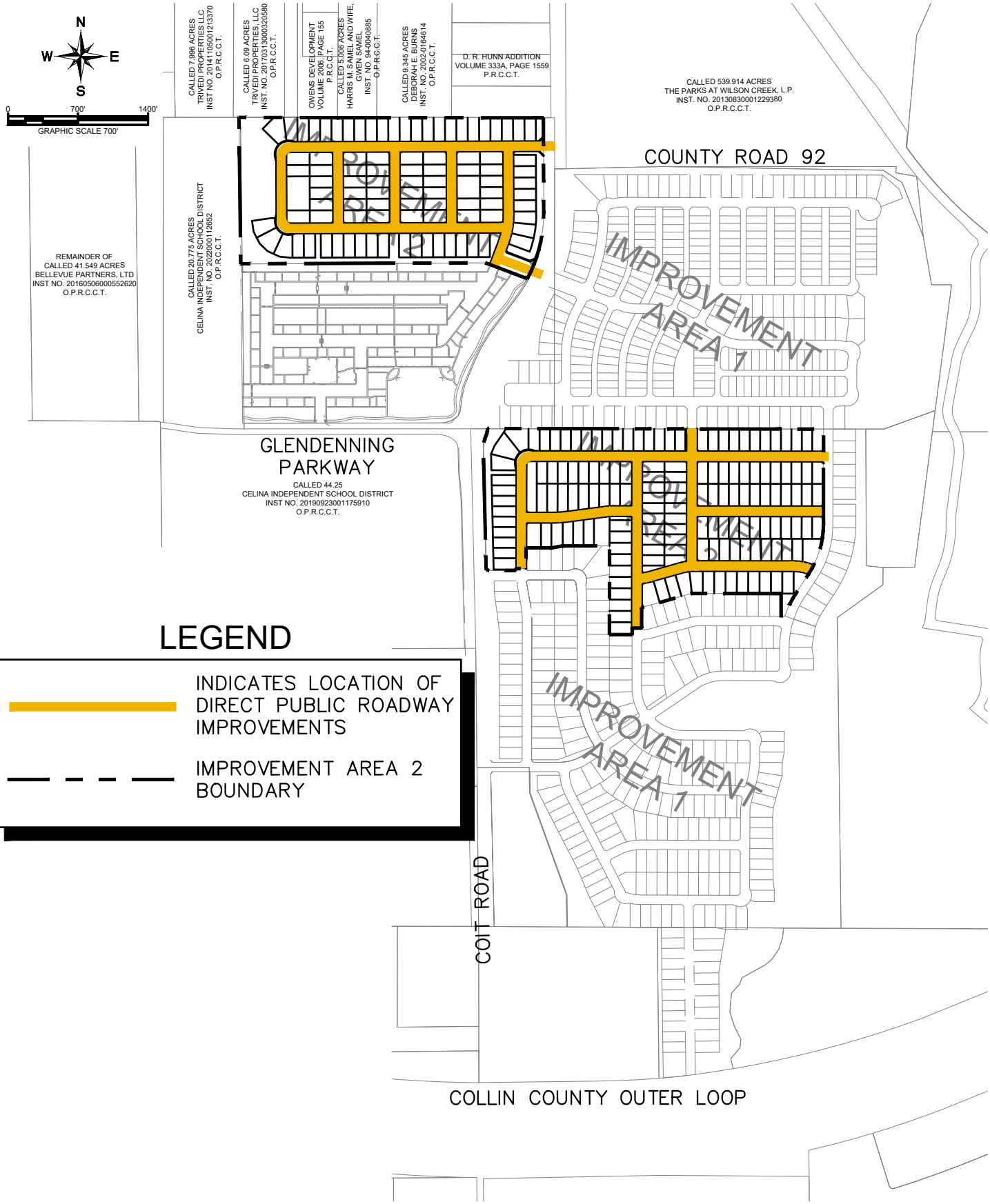
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LAST SAVED

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.



LEGEND

INDICATES LOCATION OF DIRECT PUBLIC ROADWAY IMPROVEMENTS

IMPROVEMENT AREA 2 BOUNDARY

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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.

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;

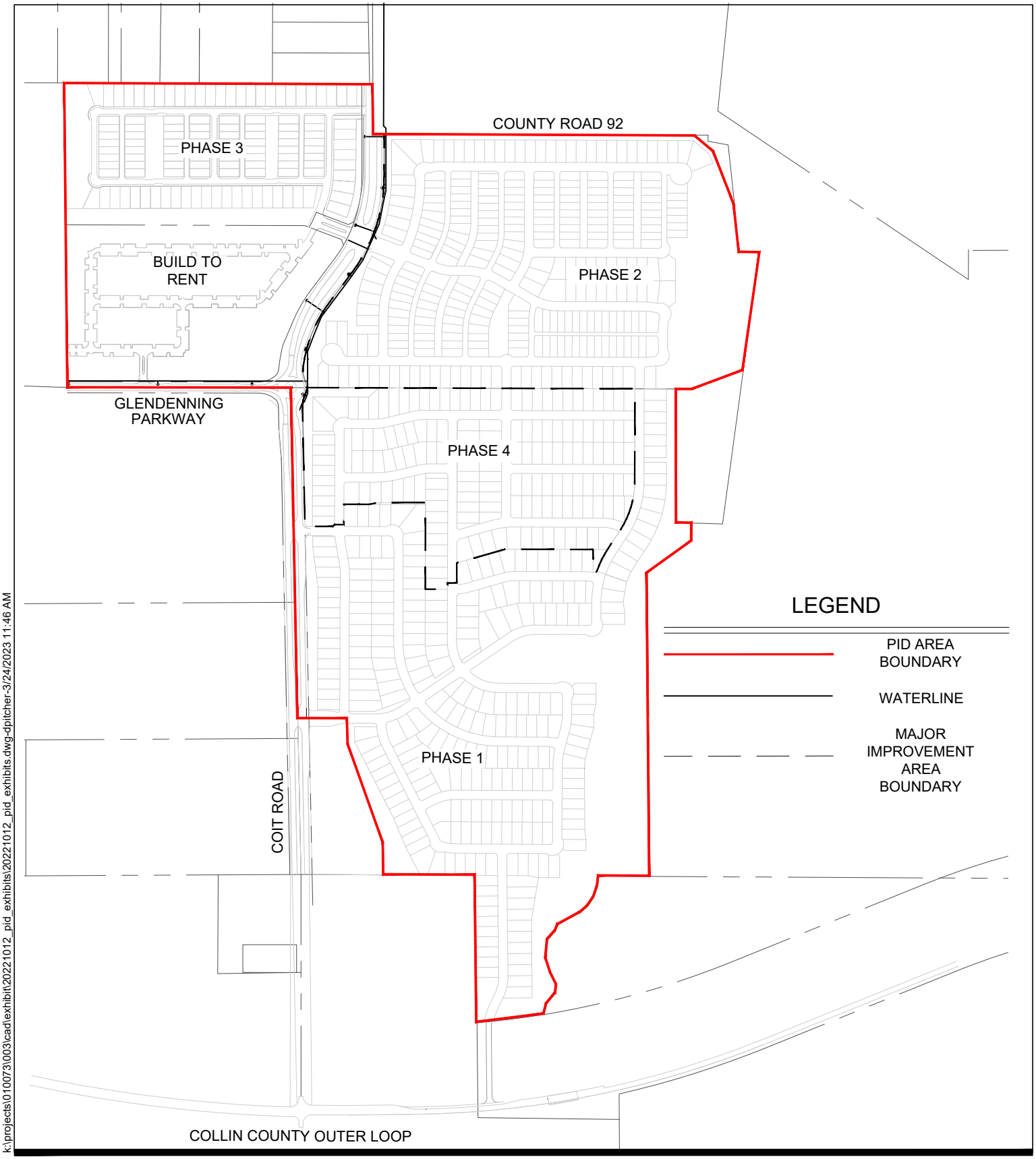
23. North 45° 36' 38" West, a distance of 14.31 feet to a capped iron rod found for corner;

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

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1:700

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

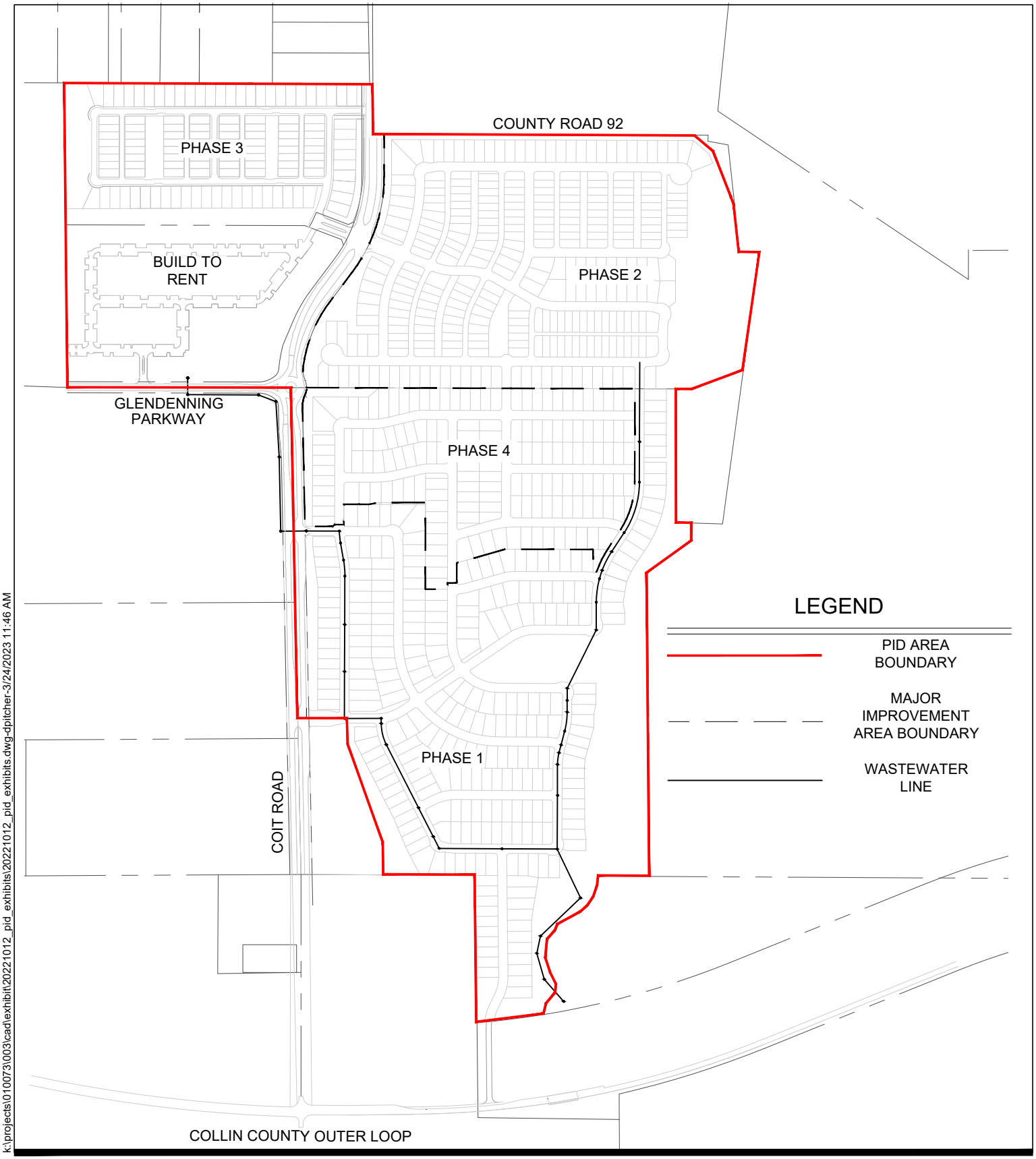
CLIENT

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

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1:700

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

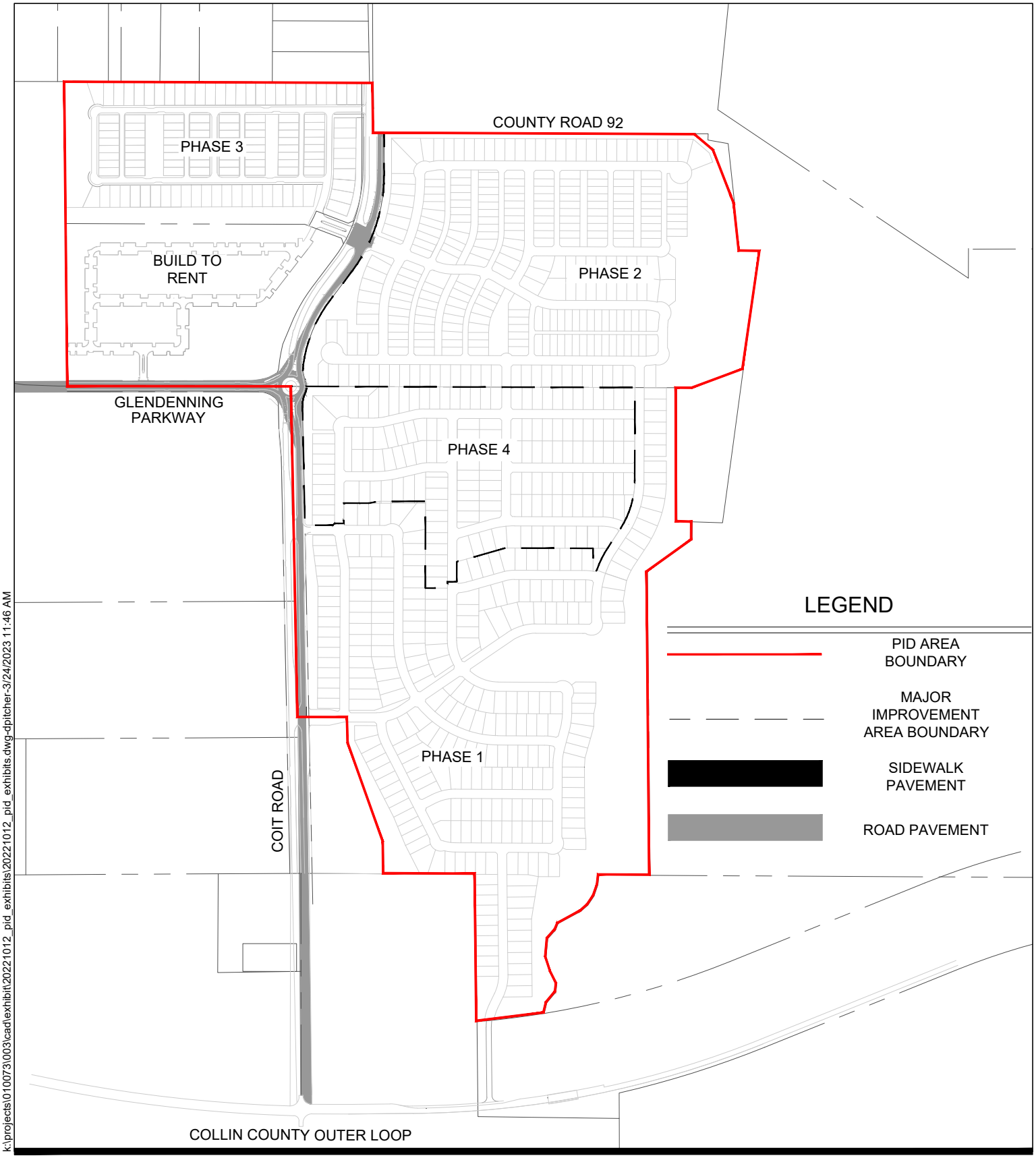
CLIENT

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 PAVING

PID EXHIBIT

N

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1:700

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

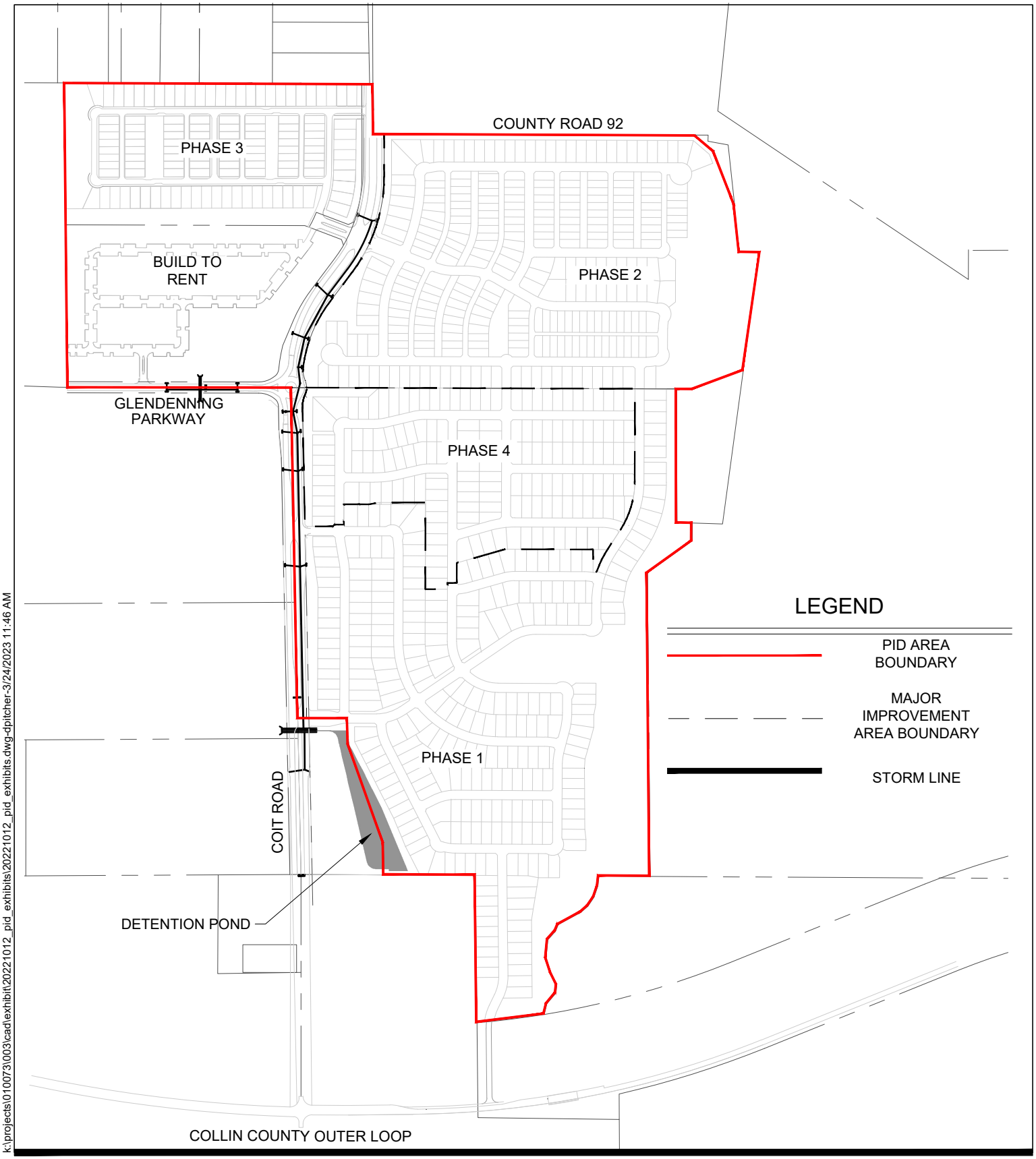
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TAYLOR MORRISON

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

MAJOR IMPROVEMENT AREA STORM

PID EXHIBIT

N

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1:700

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

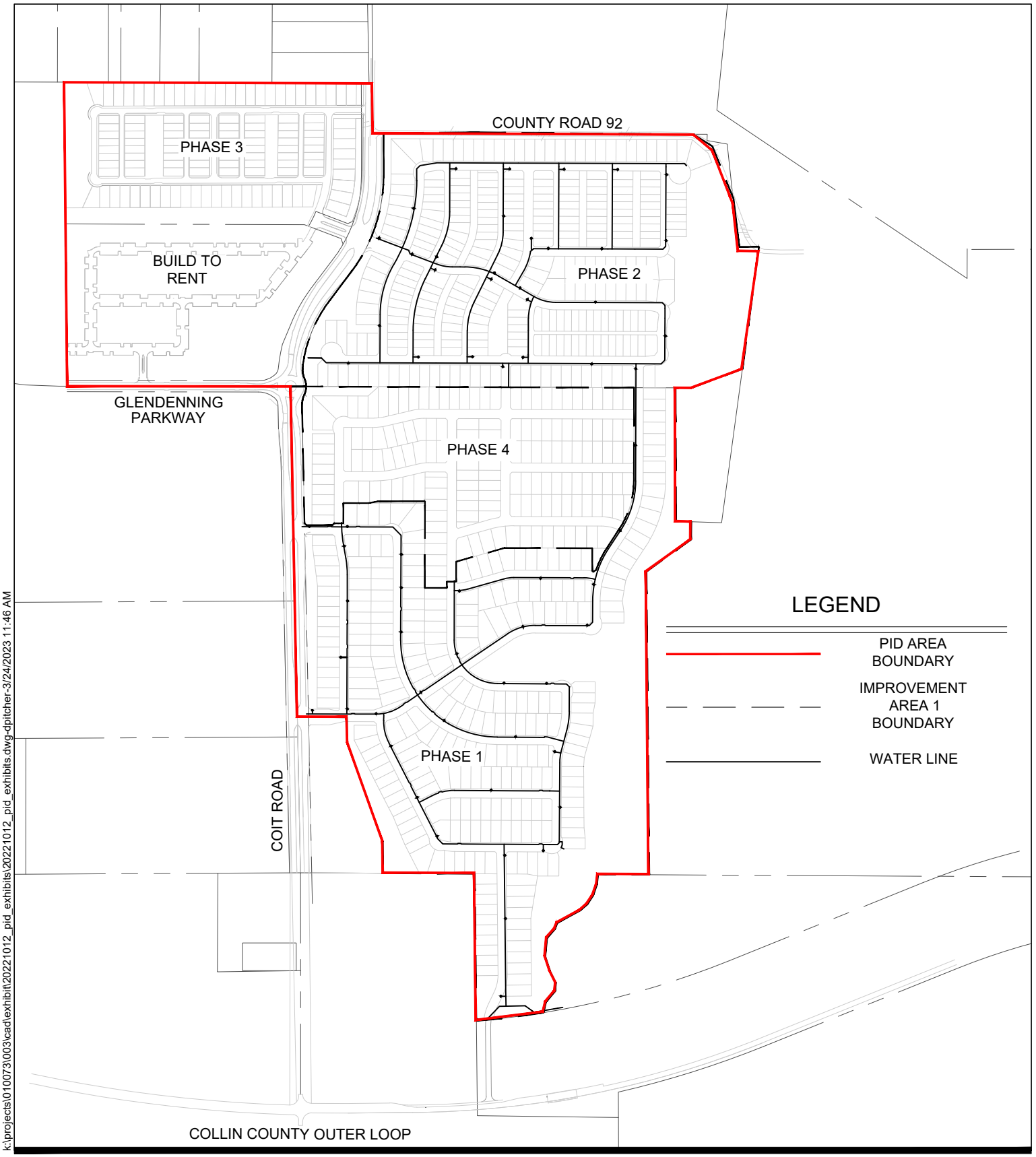
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TAYLOR MORRISON

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 WATER

PID EXHIBIT

N

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1:700

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

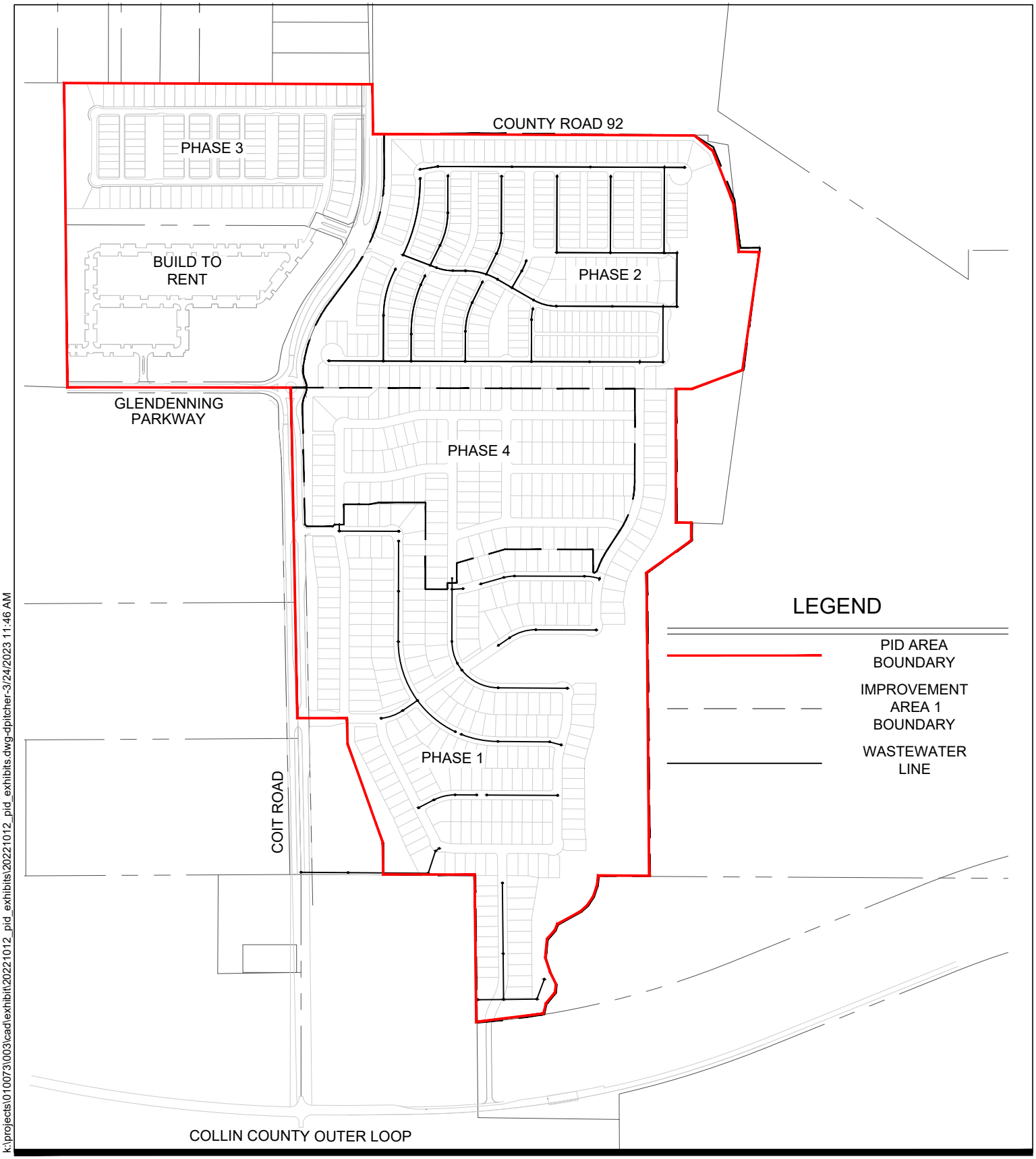
CLIENT

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 WASTEWATER

PID EXHIBIT

N

0 350 700

1:700

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

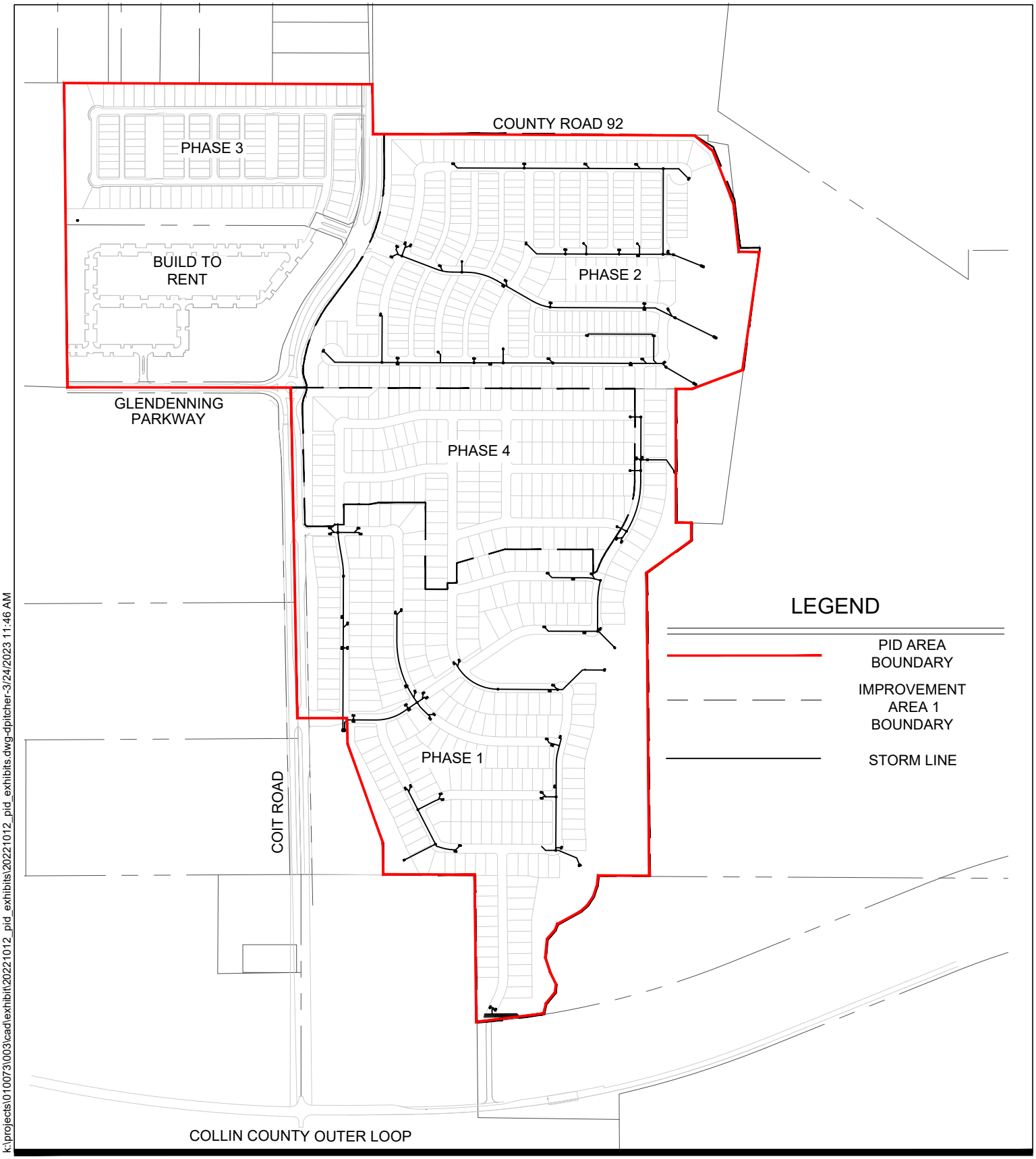
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TAYLOR MORRISON

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

N

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1:700

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

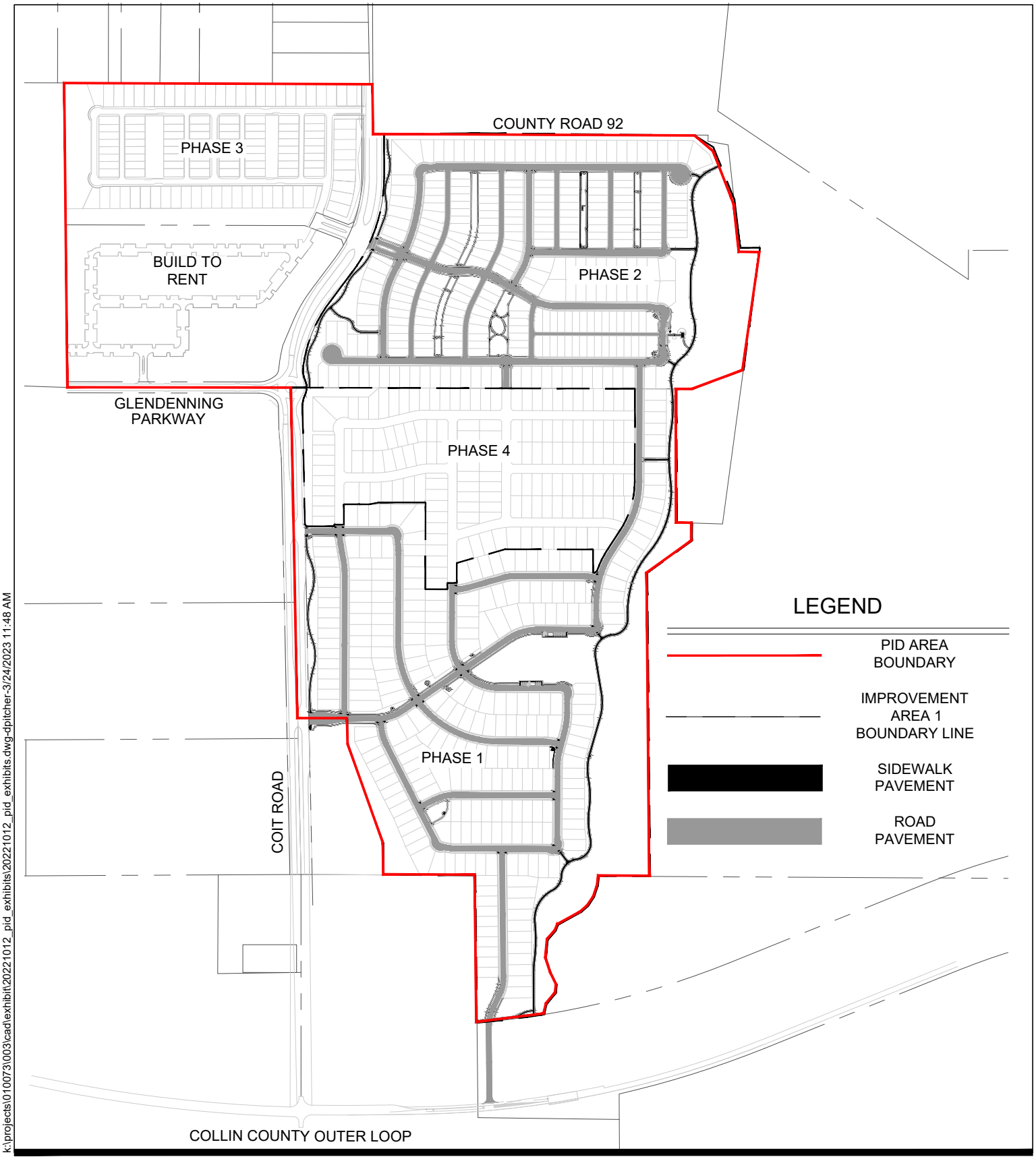
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TAYLOR MORRISON

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 PAVING

PID EXHIBIT

N

0 350 700

1:700

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

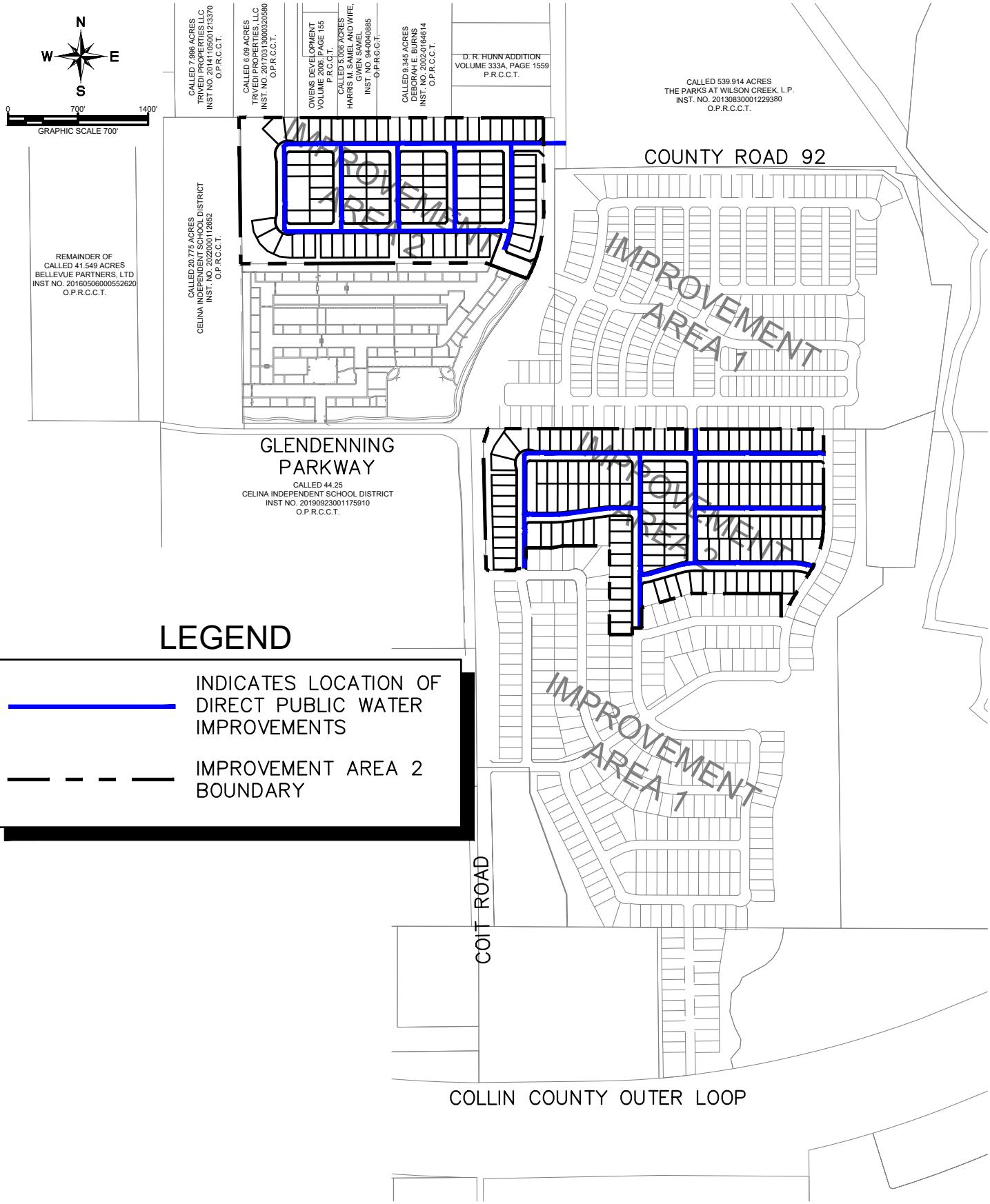
CLIENT

TAYLOR MORRISON

PROJECT NUMBER: 0100073003/002/001

SHEET:

DATE: 2022/10/05



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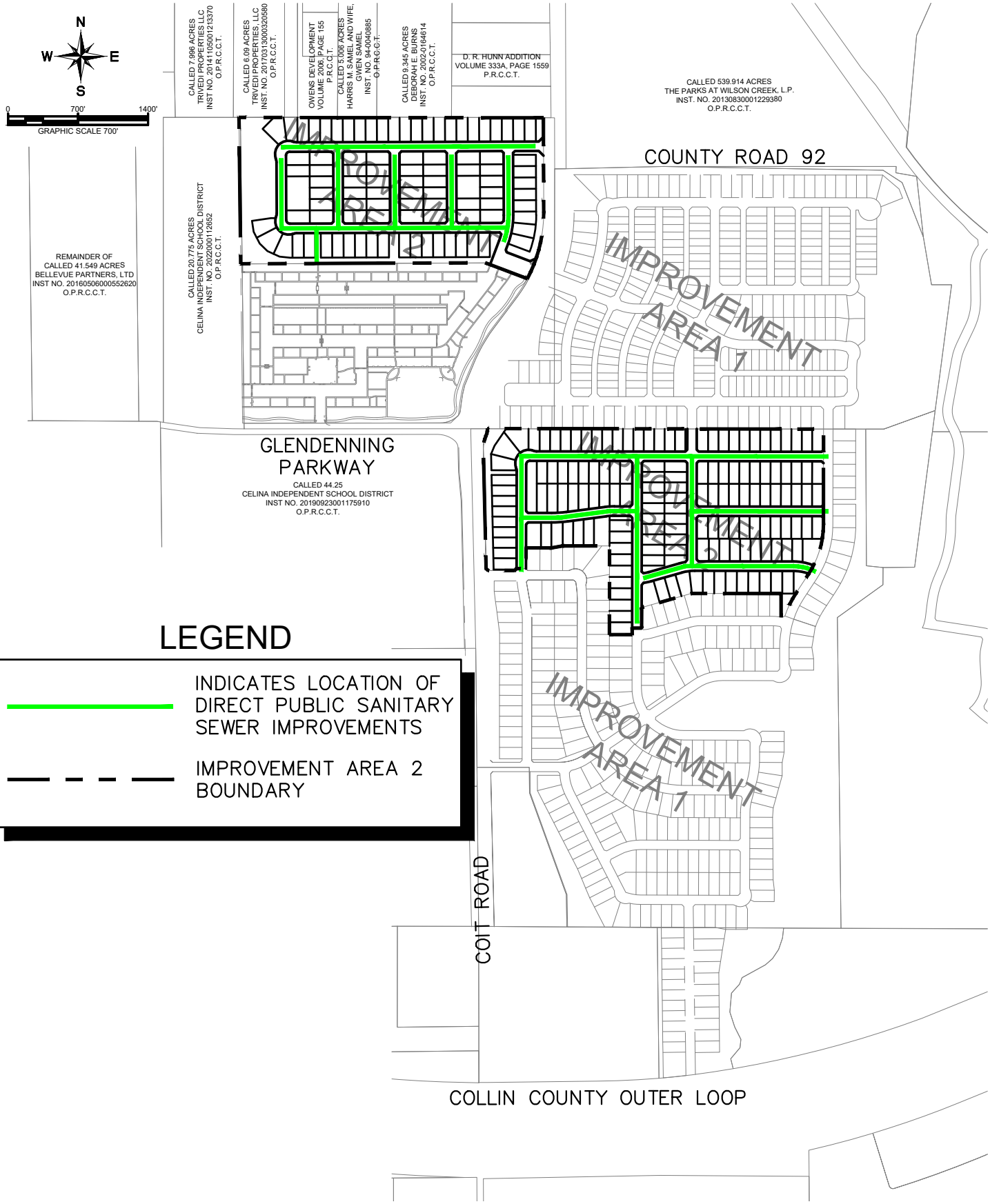
PLOTTED BY
DWG NAME
LAST SAVED

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.



LEGEND

INDICATES LOCATION OF DIRECT PUBLIC SANITARY SEWER IMPROVEMENTS

IMPROVEMENT AREA 2 BOUNDARY

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7/3/2025 12:06 PM

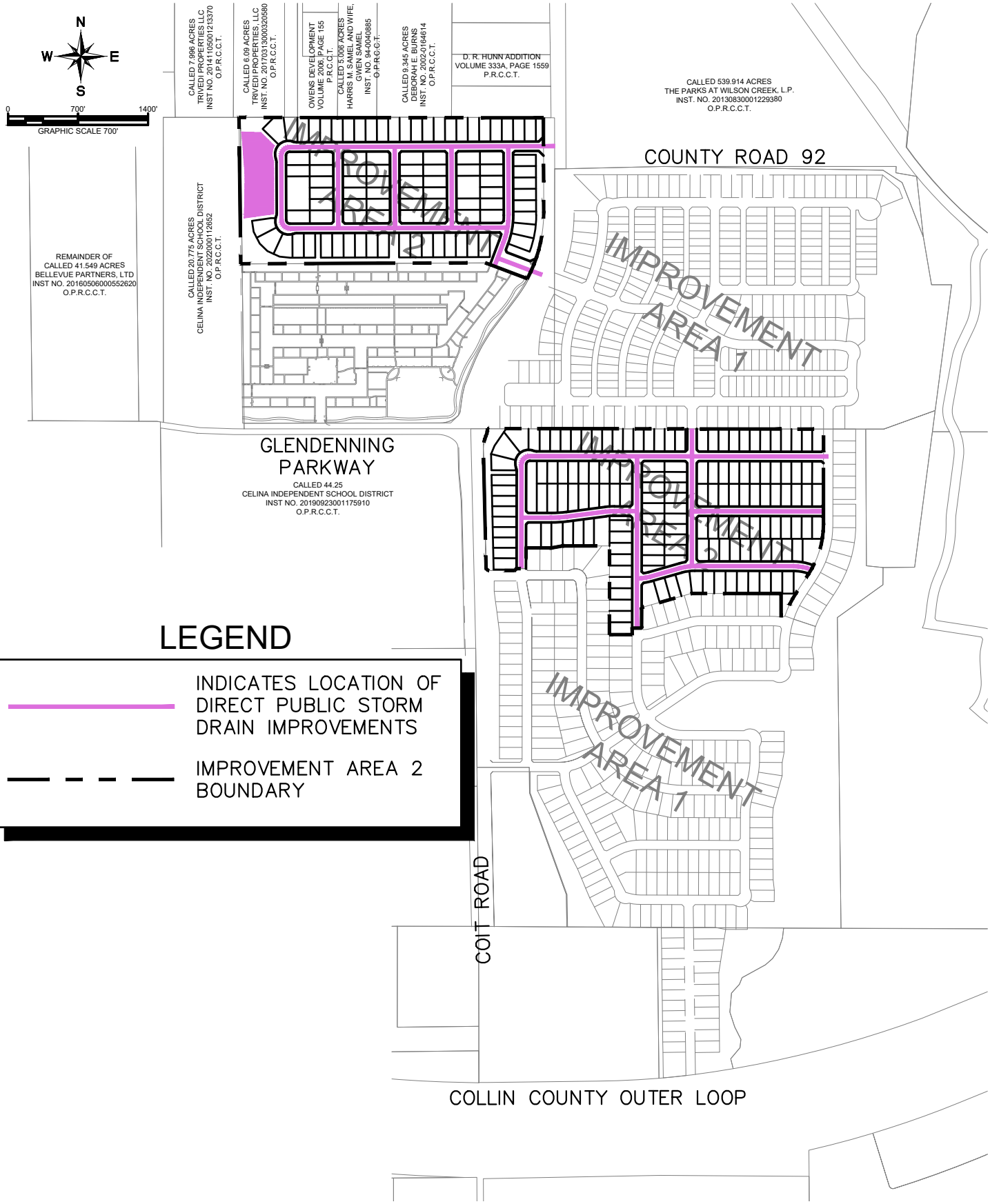
PLOTTED BY
DWG NAME
LAST SAVED

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

CLEMENTE, JULISSA 7/3/2025 12:29 PM
K:\DAL_CIVIL\069284938-CROSS CREEK MEADOWS\CAD\EXHIBITS\PLANSHEETS\20250702 - PID EXHIBIT\DIRECT PUBLIC IMPROVEMENTS 2.DWG
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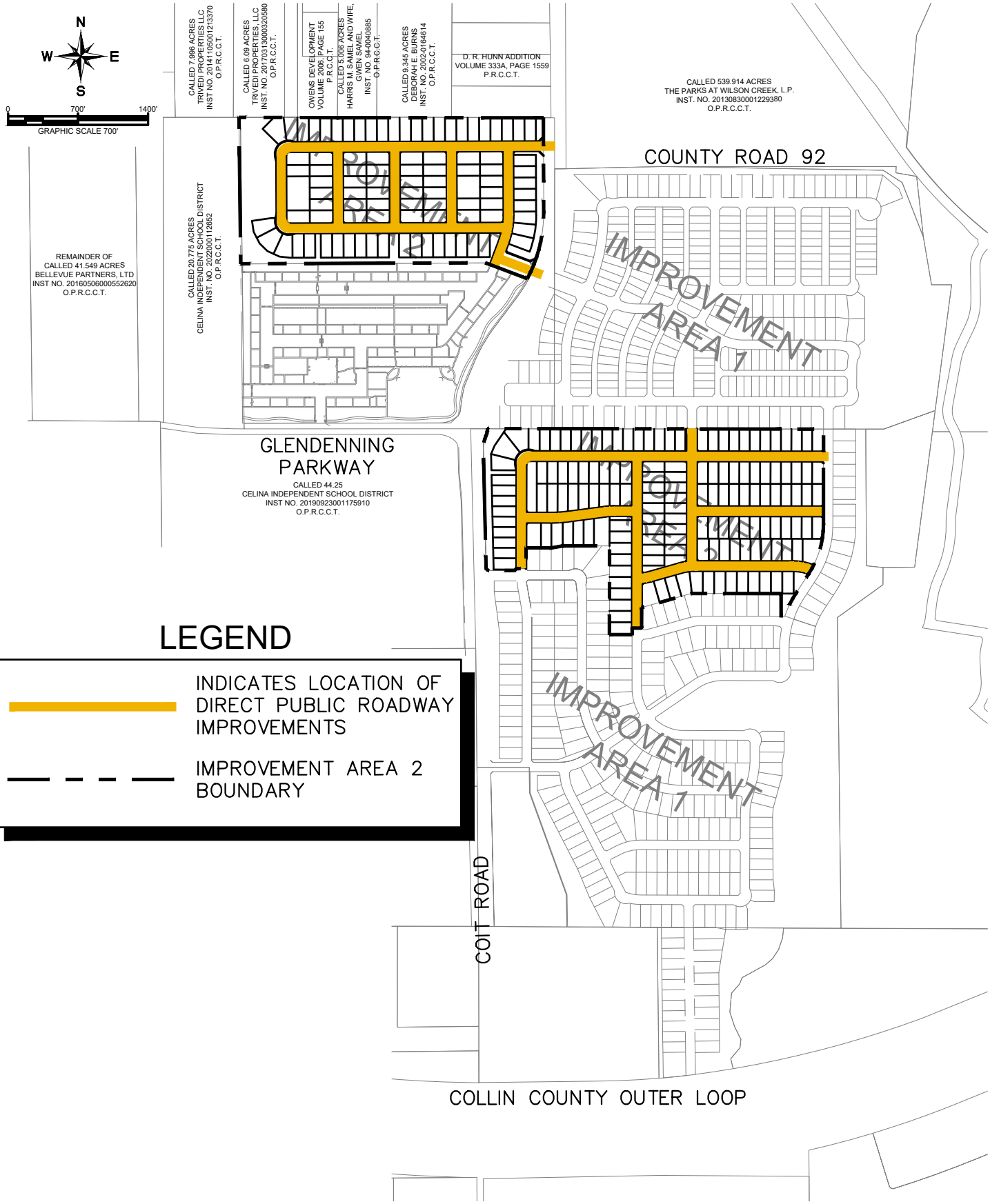
PLOTTED BY
DWG NAME
LAST SAVED

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.



LEGEND

INDICATES LOCATION OF DIRECT PUBLIC ROADWAY IMPROVEMENTS

IMPROVEMENT AREA 2 BOUNDARY

CLEMENTE, JULISSA 7/3/2025 12:29 PM
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7/3/2025 12:06 PM

PLOTTED BY
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	
Equivalent Units	**All Parcels**
Assessment	**369.02**
	$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	
Units	**All Parcels**
Assessment	**227.80**
	$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

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: March 10, 2026

Agenda Item:
Consider and act upon an Ordinance approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #2 Project); and approving and authorizing related agreements. (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 composed 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. 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.

On February 10, 2026, the City Council adopted a Resolution calling two (2) Public Hearings for March 10, 2026, related to the levy of 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. The estimated costs for the Phase #3 Improvements and the Phase #4 Improvements, as shown in the Preliminary Service and Assessment Plan, including administrative expenses and costs of issuance of the Improvement Area #2 Bonds (as defined below), were $4,734,528 and $5,236,376, respectively. The estimated Phase #3

Assessments and Phase #4 Assessments were $2,229,000 and $3,219,000, respectively. Any adjustments in estimated costs and the Assessments based on pricing of the Improvement Area #2 Bonds will be reflected in the final Service and Assessment Plan presented at this meeting and approved in connection with the Assessment Ordinances.

Earlier on the agenda, the City Council will conduct the Public Hearings related to the levy of the Phase #3 Assessments and Phase #4 Assessments and consider the adoption of Ordinances levying the Phase #3 Assessments and Phase #4 Assessments and approving the final Service and Assessment Plan. If both Assessment Ordinances are approved, the City Council will consider this Ordinance authorizing the issuance of a single series of Bonds to be secured by the combined Assessments. This Ordinance also approves the Bond Purchase Agreement between the City and FMSbonds, Inc., the Underwriter for the bonds, and the Continuing Disclosure Agreement of the City and the Improvement Area #2 Construction Funding and Acquisition Agreement.

Legal Review:
Ordinance and agreements approved by Bond Counsel

Supporting Documents:
1. Staff Presentation
2. Ordinance

Financial Consideration:
The Ordinance does not impact the City's operating funds. This item authorizes the sale of bonds to fund public improvements within Improvement Area #2 of the Cross Creek Meadows Public Improvement District, which bonds will be secured by assessments levied within Improvement Area #2.

Staff Recommendation:
Staff recommends approval



CITY COUNCIL MEETING

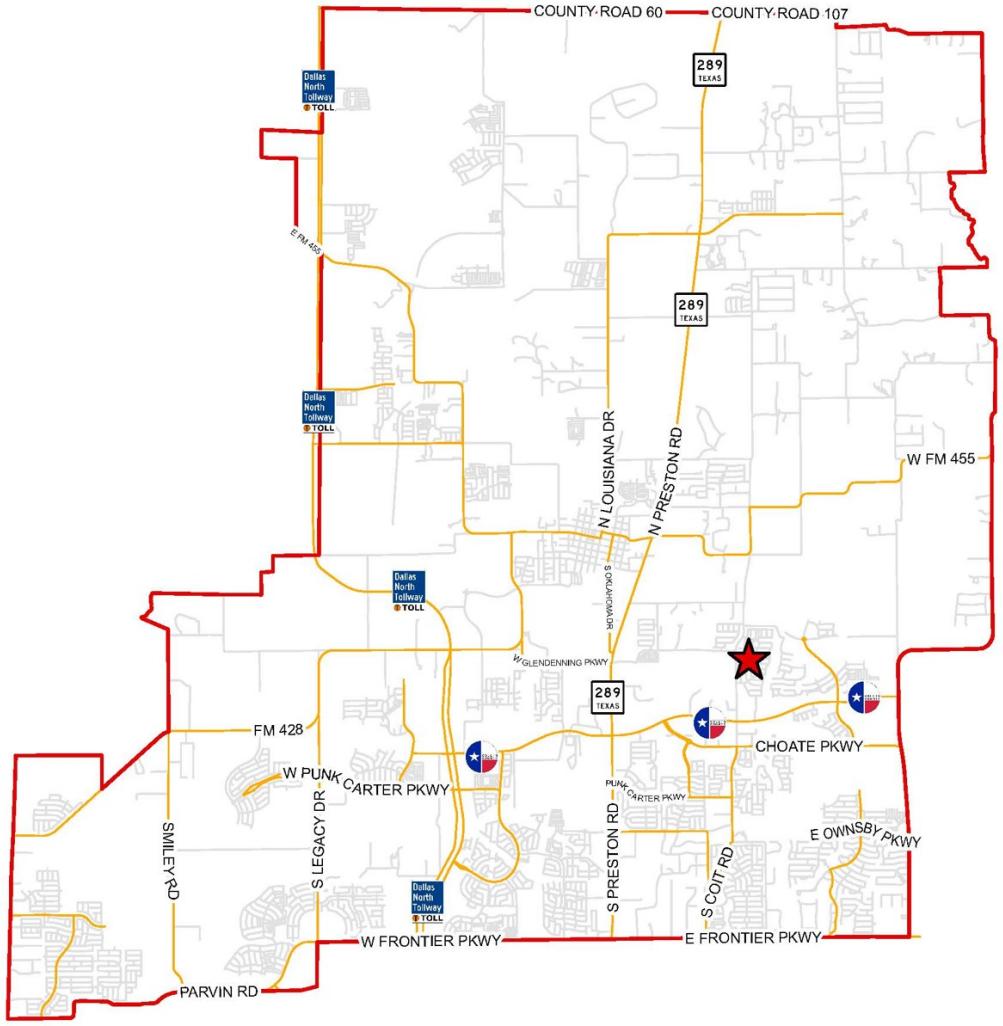
CROSS CREEK MEADOWS

IMPROVEMENT AREA #2

2026 BOND CONSIDERATION

March 10, 2026

Cross Creek Meadows PID



- Established April 11, 2023
- PID is located near the intersection of County Road 90 and County Road 92
- Approximately 245 acres
- Action item tonight is for
  - Cross Creek Meadows Improvement Area #2 - 2026 Bond consideration



Improvement Area #2 - Phase #3 and Phase #4

- Improvement Area #2
  - Includes approximately 67.245 acres
  - 246 single family lots, including 93 in Phase #3 and 153 in Phase #4
  - Phase #4 is complete; Phase #3 is under construction with expected completion in November 2026
- Estimated Authorized Improvement Cost*: Phase #3 - $4,734,528 and Phase #4 - $5,236,376
- Estimated PID Assessment*: Phase #3 - $2,229,000 and Phase #4 - $3,219,000
- Proposed Bond issue of $5,448,000*

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

City Financial Team

Hilltop Securities - Financial Advisor

Fiduciary responsibility to the city

Advises on all capital-related matters for the City and related PIDs

Structure overall finance plans

Norton Rose Fulbright - Bond Counsel

Opines on legal matters related to bond issuances and development districts

Ensures City is in compliance with State law and Federal tax law

Interfaces with the Texas Attorney General

Municap - PID and TIRZ Consultant

Advises the City on all matters related to PIDs and TIRZs

Ensures compliance with City's PID Policy and state statues

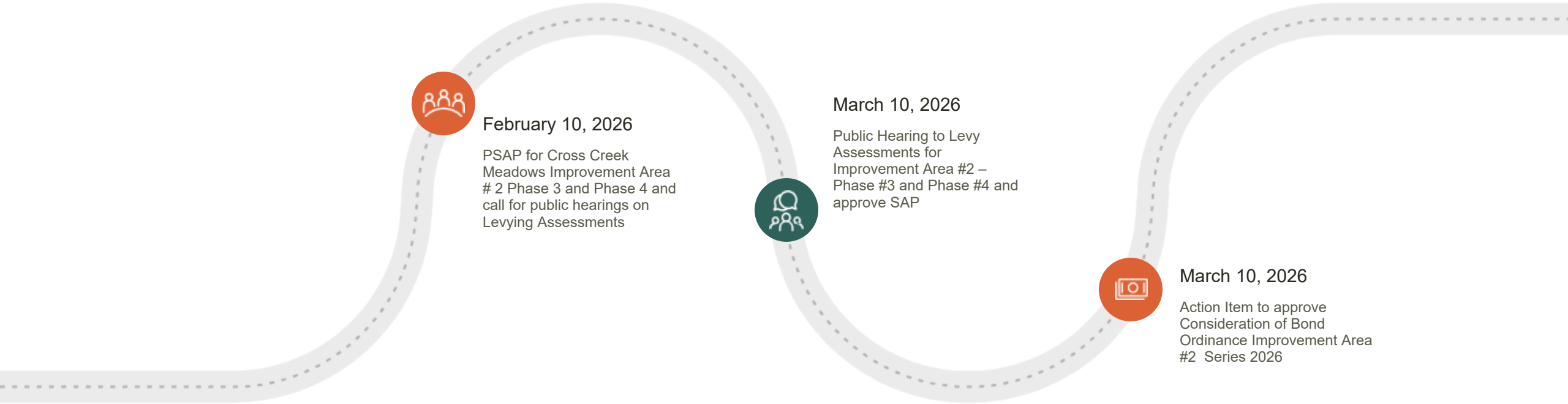




BOND PRICING AND DETAILS

- The City's Financial Advisor, Hilltop Securities, will present the details of the Bond pricing.

Cross Creek Meadows - IA #2 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 to Levy Assessments for Improvement Area #2 – Phase #3 and Phase #4 and approve SAP

March 10, 2026

Action Item to approve Consideration of Bond Ordinance Improvement Area #2 Series 2026

RECOMMENDATION

Staff recommends approval.



Questions?

ORDINANCE NO. 2026-__

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT); AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.

WHEREAS, the City of Celina, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), has previously established the “Cross Creek Meadows Public Improvement District” (the "District"), pursuant to a resolution adopted by the City Council of the City (the "City Council") on April 11, 2023; and

WHEREAS, capitalized terms used in this Ordinance and not otherwise defined herein shall have the meanings assigned to them in the hereinafter defined Service and Assessment Plan; and

WHEREAS, pursuant to the PID Act, the City Council mailed and published notice of and convened a public hearing on March 10, 2026, regarding the levy of special assessments against benefitted property located in Phase #3 within Improvement Area #2 of the District, and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted an ordinance (the “Phase #3 Assessment Ordinance”) on March 10, 2026; and

WHEREAS, pursuant to the PID Act, the City Council mailed and published notice of and convened a public hearing on March 10, 2026, regarding the levy of special assessments against benefitted property located in Phase #4 within Improvement Area #2 of the District, and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted an ordinance (the “Phase #4 Assessment Ordinance” and together with the Phase #3 Assessment Ordinance, the “Assessment Ordinances”) on March 10, 2026; and

WHEREAS, in the Assessment Ordinances, the City Council approved and accepted the Cross Creek Meadows Public Improvement District Service and Assessment Plan, dated March 10, 2026 (as updated, amended, and/or restated, the “Service and Assessment Plan”) relating to the District and levied (i) the Phase #3 Assessments against the Phase #3 Assessed Property as shown on the Improvement Area #2 Assessment Roll – Phase #3 that is attached to the Service and Assessment Plan and (ii) the Phase #4 Assessments (together with the Phase #3 Assessments, the “Assessments”) against the Phase #4 Assessed Property as shown on the Improvement Area #2 Assessment Roll – Phase #4 that is attached to the Service and Assessment Plan; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments and other revenues received for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #2 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #2 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to issue its bonds to be designated “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #2

Project)" (the "Bonds"), such series to be payable from and secured by the Trust Estate (as defined in the Indenture (defined below)); and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the Actual Costs of the Improvement Area #2 Improvements, as identified in the Service and Assessment Plan, (ii) approve the form, terms, and provisions of an Indenture securing the Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) approve a Preliminary Limited Offering Memorandum (defined below) and a Limited Offering Memorandum (defined below), (v) approve the form, terms and provisions of a Continuing Disclosure Agreement (defined below) and (vi) approve the form, terms, and provisions of a Construction, Funding, and Acquisition Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered was open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; now, therefore

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

SECTION 1. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of $_____ for the purpose of providing funds for (i) paying a portion of the Actual Costs of the Improvement Area #2 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #2 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of March 1, 2026, between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), which Indenture is hereby approved in substantially the form attached hereto as **Exhibit A,** which is incorporated herein as a part hereof for all purposes, with such changes or additions thereto as may be approved by the Mayor or Mayor Pro Tem of the City (upon the advice of the City Manager) as evidenced by the execution and delivery thereof. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem and such officials are hereby authorized to deliver the Indenture.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of Bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate pledged to such Bonds, and shall never be payable from ad valorem taxes.

SECTION 2. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") under that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, substantially in the form attached hereto as **Exhibit B,** which is incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interests of the City at

the price and on the terms and provisions set forth in the Bond Purchase Agreement. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager, such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement by the Mayor, Mayor Pro Tem, City Manager, or Assistant City Manager of the City. The Mayor, Mayor Pro Tem, City Manager, or Assistant City Manager of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement.

SECTION 3. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto (the "Preliminary Limited Offering Memorandum") and the final Limited Offering Memorandum (the "Limited Offering Memorandum") are hereby in all respects approved and adopted. The Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined and described in the Limited Offering Memorandum), the Developer (as hereinafter defined) or its financial ability, or of any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #2 Project) Continuing Disclosure Agreement of Issuer" (the "Continuing Disclosure Agreement") among the City, MuniCap, Inc., and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., is hereby authorized and approved in substantially the form attached hereto as **Exhibit C,** which is incorporated herein as a part hereof for all purposes and the City Manager, Assistant City Manager, Mayor, or Mayor Pro Tem of the City is authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Construction, Funding, and Acquisition Agreement. That certain "Cross Creek Meadows Public Improvement District Improvement Area #2 Construction, Funding, and Acquisition Agreement" (the "Construction, Funding, and Acquisition Agreement") between the City and Taylor Morrison of Texas, Inc. (the "Developer"), is hereby authorized and approved in substantially the form attached hereto as **Exhibit D**, which is incorporated herein as a part hereof for all purposes, and the City Manager, Assistant City Manager, Mayor, or Mayor Pro Tem of the City is authorized and directed to execute and deliver such Construction, Funding, and Acquisition Agreement with such changes as may be required to carry out the purpose of this

Ordinance and as approved by the City Manager, Assistant City Manager, Mayor, or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 6. Additional Actions. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary are each hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary are each hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance or any other certificates, agreements, or other documents subsequent to the delivery of the Bonds which may be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and/or construction of the Improvement Area #2 Improvements.

SECTION 7. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 8. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 9. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 10. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 11. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 12. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

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PASSED AND ADOPTED, this March 10, 2026.

CITY OF CELINA, TEXAS

Ryan Tubbs, Mayor

ATTEST:

Ashley Owens, City Secretary

(City Seal)

EXHIBIT A

INDENTURE OF TRUST

INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

DATED AS OF MARCH 1, 2026

SECURING

$_____
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2 PROJECT)

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INDENTURE OF TRUST

THIS INDENTURE, dated as of March 1, 2026 is by and between the CITY OF CELINA, TEXAS (the "City"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles and recitals and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted and filed with the City Secretary of the City (the "City Secretary") pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), requesting the creation of a public improvement district located in the corporate limits of the City to be known as Cross Creek Meadows Public Improvement District (the "District"); and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the property owner who owns taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on April 11, 2023, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on April 11, 2023, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2023-31R, adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its findings as to the advisability of the improvement projects and services and also made findings and determinations relating to the estimated total costs of certain Authorized Improvements; and

WHEREAS, on April 17, 2023 the City Secretary filed a copy of Resolution 2023-31R with the county clerk of Collin County, the county in which all of the District is located in accordance with the provisions of the PID Act; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after April 11, 2023; and

WHEREAS, the City has previously issued the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Major Improvement Area Project) (the "Major Improvement Area Bonds") secured by certain assessments levied against property located within the Major Improvement Area of the District, including property within Improvement Area #2; and

WHEREAS, in the indenture authorizing the Major Improvement Area Bonds (the "MIA Indenture"), the City reserves the right to issue additional obligations secured by separate assessments levied on property within the Major Improvement Area pursuant to other indentures ("Future Improvement Area Bonds"), which are not payable from the pledged revenues securing the Major Improvement Area Bonds, provided that prior to the issuance of such Future Improvement Area Bonds, the requirements set forth in Section 13.2(d) of the MIA Indenture must be satisfied; and

WHEREAS, on February 10, 2026, the City Council by resolution made findings and determinations relating to the Actual Costs of certain Improvement Area #2 Improvements, received and accepted a preliminary service and assessment plan and proposed assessment

rolls for Phase #3 and Phase #4 within Improvement Area #2 of the District, called two public hearings for March 10, 2026 and directed City staff to (i) file said proposed assessment rolls with the City Secretary and to make them available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish and mail notice relating to the March 10, 2026 public hearings as required by Sections 372.016(b) and 372.016(c) of the PID Act; and

WHEREAS, on February 20, 2026, City staff, pursuant to Section 372.016(b) of the PID Act, published notice of the public hearings in the *Celina Record*, a newspaper of general circulation in the City, to consider the proposed Service and Assessment Plan and the Assessment Rolls and the levy of the Phase #3 Assessments and Phase #4 Assessments on property within Phase #3 and Phase #4, respectively, of the District; and

WHEREAS, City staff, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearings to consider the proposed Assessment Rolls and the Service and Assessment Plan and the levy of Phase #3 Assessments and Phase #4 Assessments on property in Phase #3 and Phase #4 of the District, respectively, to the last known address of the owners of the property liable for the applicable Improvement Area #2 Assessments; and

WHEREAS, the City Council opened and convened the hearing relating to the Phase #3 Assessments on March 10, 2026 and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Service and Assessment Plan, the proposed Improvement Area #2 Assessment Roll - Phase #3 and the proposed Phase #3 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Phase #3 Assessments, the allocation of estimated costs of the Phase #3 Improvements, the purposes of the Phase #3 Assessments, the special benefits of the Phase #3 Improvements, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Phase #3 Assessments; and

WHEREAS, there were no written objections or evidence submitted to the City Secretary of the City in opposition to the Service and Assessment Plan, the allocation of estimated costs of the Phase #3 Improvements, the Improvement Area #2 Assessment Roll - Phase #3, and the levy of the Phase #3 Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, the City approved the Phase #3 Assessment Ordinance, which levied the Phase #3 Assessments and approved the Service and Assessment Plan, including the Improvement Area #2 Assessment Roll - Phase #3, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council opened and convened the hearing relating to the Phase #4 Assessments on March 10, 2026 and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Service and Assessment Plan, the proposed Improvement Area #2 Assessment Roll - Phase #4 and the proposed Phase #4 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Phase #4 Assessments, the allocation of estimated costs of the Phase #4 Improvements, the purposes of the Phase #4 Assessments, the special benefits of the Phase #4 Improvements, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Phase #4 Assessments; and

WHEREAS, there were no written objections or evidence submitted to the City Secretary of the City in opposition to the Service and Assessment Plan, the allocation of estimated costs of the Phase #4 Improvements, the Improvement Area #2 Assessment Roll - Phase #4 , and the levy of the Phase #4 Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, the City approved the Phase #4 Assessment Ordinance, which levied the Phase #4 Assessments and approved the Service and Assessment Plan, including the Improvement Area #2 Assessment Roll - Phase #4, in conformity with the requirements of the PID Act; and

WHEREAS, the City Secretary of the City filed copies of each of the Assessment Ordinances and the Service and Assessment Plan, including the Assessment Rolls, not later than the seventh day after the date the City Council approved the Assessment Ordinances with the County Clerk of Collin County; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Improvement Area #2 Assessments for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #2 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #2 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, prior to the issuance of the Bonds, evidence satisfactory to the City and its advisors has been presented that the requirements of Section 13.2(d) of the MIA Indenture have been satisfied and that the Bonds may be issued as Future Improvement Area Bonds in accordance with the MIA Indenture; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act and as Future Improvement Area Bonds authorized under the MIA Indenture, such bonds to be entitled “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #2 Project)”, such Bonds being payable solely from the Trust Estate and for the purposes set forth in the preambles of this Indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture; and

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds Similarly Secured issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds Similarly Secured as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

“Account” means any of the accounts established pursuant to Section 6.1 of this Indenture.

"Actual Costs" mean, with respect to an Improvement Area #2 Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Improvement Area #2 Improvement, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Costs may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Improvement Area #2 Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Improvement Area #2 Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Improvement Area #2 Improvement, (d) the costs for external professional costs associated with such Improvement Area #2 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 Improvement Area #2 Improvement, 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, miscellaneous expenses.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate charged on the Improvement Area #2 Assessments pursuant to Section 372.018 of the PID Act.

"Additional Interest Reserve Account" means the reserve account administered by the City and segregated from other funds of the City in accordance with the provisions of Section 6.7 of this Indenture.

"Additional Interest Reserve Requirement" means an amount equal to 5.50% of the principal amount of the Outstanding Bonds Similarly Secured to be funded from Assessment Revenues to be deposited to the Pledged Revenue Fund and transferred to the Additional Interest Reserve Account.

"Additional Obligations" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes or time warrants secured in whole or in part by an assessment, other than the Improvement Area #2 Assessments securing the Bonds Similarly Secured, levied against property within Improvement Area #2 of the District, in accordance with the PID Act.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of: (i) creating and organizing the District, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the District, (iii) computing, levying, billing and collecting Improvement Area #2 Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Improvement Area #2 Assessments and the system of registration and transfer of the Bonds Similarly Secured, (v) paying and redeeming the Bonds Similarly Secured, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds Similarly Secured, (viii) the Trustee fees and expenses relating to the Bonds Similarly Secured, including reasonable fees,

(ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Improvement Area #2 Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds Similarly Secured. Improvement Area #2 Assessments collected for Administrative Expenses 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.

"Administrative Fund" means the Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

"Administrator" means an employee of the City or third-party designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds Similarly Secured in such Bond Year, assuming that the Outstanding Bonds Similarly Secured are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds Similarly Secured due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"Annual Installment" means, with respect to each Assessed Parcel, each annual payment of the Improvement Area #2 Assessments (including both principal of and interest on the Improvement Area #2 Assessments) and with respect to the Phase #3 Assessments, as shown on the Improvement Area #2 Assessment Roll - Phase #3 attached to the Service and Assessment Plan as Appendix I-2 and related to the Phase #3 Improvements and with respect to the Phase #4 Assessments, as shown on the Improvement Area #2 Assessment Roll - Phase #4 attached to the Service and Assessment Plan as Appendix I-3 and related to the Phase #4 Improvements, which annual payment includes Administrative Expenses and the Additional Interest collected on each annual payment of the Improvement Area #2 Assessments as described in Section 6.7 herein and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update.

"Annual Service Plan Update" means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

"Applicable Laws" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"Assessed Parcel" means each parcel of land located within Improvement Area #2 of the District, against which an Improvement Area #2 Assessment is levied by one of the Assessment Ordinances, in accordance with the Service and Assessment Plan.

"Assessed Property" means, collectively, all Assessed Parcels.

"Assessment Ordinances" means, collectively, the Phase #3 Assessment Ordinance and the Phase #4 Assessment Ordinance.

"Assessment Revenue" means monies collected by or on behalf of the City from any one or more of the following: (i) an Improvement Area #2 Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Improvement Area

#2 Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

"Assessment Rolls" means, collectively, the Improvement Area #2 Assessment Roll - Phase #3 attached to the Service and Assessment Plan as Appendix I-2, and the Improvement Area #2 Assessment Roll - Phase #4 attached to the Service and Assessment Plan as Appendix I-3, or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Phase #3 Assessments and Phase #4 Assessments against each respective Assessed Parcel related to the Bonds and the Phase #3 Improvements and the Phase #4 Improvements, respectively, as each may be updated, modified, or amended from time to time, in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Authorized Denomination" means $100,000 and any integral multiple of $1,000 in excess thereof; provided, however, that if the total principal amount of any Outstanding Bond Similarly Secured is less than $100,000, then the Authorized Denomination of such Outstanding Bond Similarly Secured shall be the amount of such Outstanding Bond Similarly Secured.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act, including, but not limited to the Phase #3 Improvements and Phase #4 Improvements, as described and listed in Section III of the Service and Assessment Plan or an Annual Service Plan Update.

"Bond" means any of the Bonds.

"Bond Counsel" means Norton Rose Fulbright US LLP or any other attorney or firm of attorneys designated by the City that is nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the Fund of such name established pursuant to Section 6.1 and administered as provided in Section 6.4.

"Bond Ordinance" means the ordinance adopted by the City Council on March 10, 2026, authorizing the issuance of the Bonds pursuant to this Indenture.

"Bond Pledged Revenue Account" means the Account of such name established pursuant to Section 6.1.

"Bond Similarly Secured" means any of the Bonds Similarly Secured.

"Bonds" means the City's bonds authorized to be issued by Section 3.1(a) of this Indenture entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #2 Project)".

"Bonds Similarly Secured" means the Outstanding Bonds and any Outstanding Refunding Bonds hereafter issued pursuant to and secured under this Indenture.

"Bond Year" means the one-year period beginning on September 1 in each year and ending on August 31 in the following year.

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City or the Trustee.

"Capitalized Interest Account" means the Account of such name established pursuant to Section 6.1.

"Certification for Payment" means a certificate substantially in the form of Exhibit B to the Construction, Funding, and Acquisition Agreement or otherwise executed by or on behalf of the Developer, approved by a City Representative and delivered to a City Representative and the Trustee specifying the amount of work performed related to the Phase #3 Improvements and/or Phase #4 Improvements and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in the applicable account of the Project Fund as further described in the Construction, Funding, and Acquisition Agreement and Section 6.5 herein.

"City Certificate" means a certificate signed by a City Representative and delivered to the Trustee.

"City Representative" means any official or agent of the City authorized by the City Council to undertake the actions referenced herein.

"Closing Date" means the date of the initial delivery of and payment for each series of the Bonds Similarly Secured. With respect to the Bonds, the Closing Date is March 31, 2026.

"Closing Disbursement Request" means a certificate substantially in the form of Exhibit A to the Construction, Funding, and Acquisition Agreement or otherwise executed by or on behalf of the Developer, approved by a City Representative and delivered to a City Representative and the Trustee specifying the costs incurred in the establishment, administration and operation of the District or issuing the Bonds, and requesting payment for such costs from money on deposit in the Costs of Issuance Account of the Project Fund, as further described in Section 6.5 herein.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Construction, Funding, and Acquisition Agreement" means the "Cross Creek Meadows Public Improvement District Improvement Area #2 Construction, Funding, and Acquisition Agreement" by and between the City and the Developer dated as of March 10, 2026, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds and the payment of costs of Phase #3 Improvements and Phase #4 Improvements within the District, the issuance of bonds, and other matters related thereto.

"Costs of Issuance Account" means the Account of such name established pursuant to Section 6.1.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"Delinquent Collection Costs" means interest, penalties and expenses incurred or imposed with respect to any delinquent Improvement Area #2 Assessment or Annual Installment thereof, in accordance with the PID Act and the costs related to pursuing collection of a delinquent

Improvement Area #2 Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in St. Paul, Minnesota, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"Developer" means Taylor Morrison of Texas, Inc. and its successors and assigns.

"District Administration Account" means the Account of such name established pursuant to Section 6.1.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Event of Default" shall have the meaning assigned to such term in Section 11.1(a) of this Indenture.

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Improvement Area #2 Assessments against any Assessed Parcel(s), whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"Fund" means any of the funds established pursuant to Section 6.1 of this Indenture.

"Improvement Area #2" means the second improvement area to be developed in the District, consisting of Phase #3 and Phase #4 of the District, as further identified and depicted in Appendix A in the Service and Assessment Plan.

"Improvement Area #2 Assessment Roll - Phase #3" means the assessment roll attached as Appendix I-2 to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Phase #3 Assessment against each Assessed Parcel within Phase #3 related to the Bonds Similarly Secured and the Phase #3 Improvements, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Improvement Area #2 Assessment Roll - Phase #4" means the assessment roll attached as Appendix I-3 to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Phase #4 Assessment against each Assessed Parcel within Phase #4 related to the Bonds Similarly Secured and the Phase #4 Improvements, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

“Improvement Area #2 Assessments” means, collectively, the aggregate Phase #3 Assessments and Phase #4 Assessments shown on the respective Assessment Rolls. The singular of such term means the Improvement Area #2 Assessment levied against an Assessed Parcel, as shown on the respective Assessment Roll, subject to reallocation upon the subdivision of an Assessed Parcel or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Improvement Area #2 Improvements" means, collectively, (i) the Phase #3 Improvements and (ii) the Phase #4 Improvements.

“Indenture” means this Indenture of Trust as originally executed, or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

“Independent Financial Consultant” means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds Similarly Secured; (ii) is in fact independent and not under the dominion of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

“Initial Bond” means, with respect to the Bonds, the Initial Bond as set forth in Exhibit A to this Indenture and, with respect to any other series of Bonds Similarly Secured, the Initial Bond set forth in an exhibit to a Supplemental Indenture.

“Interest Payment Date” means the date or dates upon which interest on any series of Bonds Similarly Secured is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year and commencing, with respect to the Bonds, on September 1, 2026.

“Investment Securities” means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further investments are, at the time made, included in and authorized by the City’s official investment policy as approved by the City Council from time to time.

“Maximum Annual Debt Service” means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds Similarly Secured.

“Minor Amount Redemption” means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of a series of Bonds Similarly Secured that is less than ten percent (10%) of the Outstanding principal amount of such series of the Bonds Similarly Secured.

“Outstanding” means, as of any particular date when used with reference to the Bonds Similarly Secured, all Bonds Similarly Secured authenticated and delivered under this Indenture or any Supplemental Indenture except (i) any Bond Similarly Secured that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond Similarly Secured for which the payment of the principal or Redemption Price of and interest on such Bond Similarly Secured shall have been made as provided in Article IV, and (iii) any Bond Similarly Secured in lieu of or in substitution for which a new Bond Similarly Secured shall have been authenticated and delivered pursuant to Section 3.10 herein.

"Owner" means the Person who is the registered owner of a Bond Similarly Secured or Bonds Similarly Secured, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds Similarly Secured are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"Person" or "Persons" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Phase #3" means the third phase of development, wholly within Improvement Area #2 of the District, as further identified and depicted as Phase #3 in Appendix A in the Service and Assessment Plan.

"Phase #3 Assessments" means the aggregate assessments shown on the Improvement Area #2 Assessment Roll - Phase #3. The singular of such term means the assessment levied against an Assessed Parcel within Phase #3 of the District, as shown on the Improvement Area #2 Assessment Roll - Phase #3, subject to reallocation upon the subdivision of an Assessed Parcel or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Phase #3 Assessment Ordinance" means the ordinance adopted by the City Council on March 10, 2026 that levied the Phase #3 Assessments on the Assessed Parcels located within Phase #3 of the District.

"Phase #3 Improvements" means the Authorized Improvements that only benefit property within Phase #3 of the District, as described in Section III of the Service and Assessment Plan.

"Phase #3 Improvements Account" means the Account of such name established pursuant to Section 6.1.

"Phase #4" means the fourth phase of development, wholly within Improvement Area #2 of the District, as further identified and depicted as Phase #4 in Appendix A in the Service and Assessment Plan.

"Phase #4 Assessments" means the aggregate assessments shown on the Improvement Area #2 Assessment Roll - Phase #4. The singular of such term means the assessment levied against an Assessed Parcel within Phase #4 of the District, as shown on the Improvement Area #2 Assessment Roll - Phase #4, subject to reallocation upon the subdivision of an Assessed Parcel or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Phase #4 Assessment Ordinance" means the ordinance adopted by the City Council on March 10, 2026 that levied the Phase #4 Assessments on the Assessed Parcels located within Phase #4 of the District.

"Phase #4 Improvements" means the Authorized Improvements that only benefit property within Phase #4 of the District, as described in Section III of the Service and Assessment Plan.

"Phase #4 Improvements Account" means the Account of such name established pursuant to Section 6.1.

"PID Act" means Texas Local Government Code, Chapter 372, as amended.

"Pledged Funds" means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means the Fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

"Pledged Revenues" means the sum of (i) Assessment Revenue less the Administrative Expenses and (ii) any additional revenues that the City may pledge to the payment of Bonds Similarly Secured.

"Prepayment" means the payment of all or a portion of an Improvement Area #2 Assessment before the due date thereof.

"Principal and Interest Account" means the Account of such name established pursuant to Section 6.1.

"Project Fund" means the Fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

"Purchaser" means the initial purchaser of each series of the Bonds Similarly Secured.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Rebate Fund" means the Fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

"Record Date" means the close of business on the fifteenth calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

"Redemption Fund" means the Fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

"Redemption Price" means, when used with respect to any Bond Similarly Secured or portion thereof, the amount of par plus accrued and unpaid interest to the date of redemption, unless otherwise provided in a Supplemental Indenture.

"Refunding Bonds" means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each as amended) to refund all or any portion of the then Outstanding Bonds Similarly Secured.

"Register" means the register specified in Article III of this Indenture.

"Reserve Account" means the Account of such name established pursuant to Section 6.1.

"Reserve Account Requirement" means, with respect to the Bonds, the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date of the Bonds, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date of the Bonds, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date for the Bonds, the Reserve Account Requirement is

$_____, which is an amount equal to [the Maximum Annual Debt Service on the Bonds as of the Closing Date].

"Reserve Fund" means the Fund of such name established pursuant to Section 6.1 and administered in Section 6.7 herein.

"Service and Assessment Plan" means the "Cross Creek Meadows Public Improvement District Service and Assessment Plan" dated March 10, 2026, including the Assessment Rolls, as hereinafter amended, updated, and/or restated by an Annual Service Plan Update or otherwise, a version of which is attached as an exhibit to the Assessment Ordinances.

"Sinking Fund Installment" means the amount of money to redeem or pay at maturity the principal of Bonds Similarly Secured payable from such installments at the times and in the amounts provided in Section 4.2 herein.

"Stated Maturity" means the date the Bonds Similarly Secured, or any portion of the Bonds Similarly Secured, as applicable, are scheduled to mature without regard to any redemption or Prepayment.

"Substantial Amount Redemption" means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of a series of Bonds Similarly Secured that is greater than or equal to ten percent (10%) of the Outstanding principal amount of such series of Bonds Similarly Secured.

"Supplemental Indenture" means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"Tax Certificate" means the Certificate as to Tax Exemption delivered by the City on the Closing Date for each series of the Bonds Similarly Secured setting forth the facts, estimates and circumstances in existence on such Closing Date which establish that it is not expected that the proceeds of such series of Bonds Similarly Secured will be used in a manner that would cause the interest on such Bonds Similarly Secured to be included in the gross income of the Owners thereof for Federal income tax purposes.

"Trust Estate" means the Trust Estate described in the granting clauses of this Indenture.

"Trustee" means U.S. Bank Trust Company, National Association, Irving, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds Similarly Secured.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made and found in the preambles to this Indenture are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof

and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS SIMILARLY SECURED

Section 2.1. Granting Clauses

(a) In order to secure the payment of debt service on all Bonds Similarly Secured, and the performance and observance by the City of all the covenants expressed or implied herein, the City does hereby grant to the Trustee, as good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a security interest in, mortgage, create a first lien on, and pledge to the Trustee, all of its right, title, and interest, whether now owned or hereafter acquired, in, to, and under the following (the "Trust Estate"):

(i) All Pledged Revenues and all moneys and investments held in the Pledged Funds, including any and all proceeds thereof and any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

(ii) Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof.

(b) The Trustee shall have and hold the Trust Estate, whether now owned or hereafter acquired or received by the Trustee and its successors or assigns, in trust upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds Similarly Secured from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds Similarly Secured in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this

Indenture. Provided, however, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on all the Bonds Similarly Secured at the times and in the manner stated in the Bonds Similarly Secured, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and shall remain in full force and effect.

(c) Except as otherwise provided in the remaining provisions of this Indenture, nothing in this Section 2.1 shall prohibit the Trustee from bringing any actions or proceedings for the enforcement of the obligation of the City hereunder except that nothing in this Section shall prejudice the rights of the Trustee under Articles IX and XI hereof; provided further that the priority of payment and the source for the repayment of the debt service on the Bonds Similarly Secured shall be subject to the terms as set forth herein, including without limitation Article VI herein; provided further that the right to direct remedies following an Event of Default shall be limited to the Owners of the Bonds Similarly Secured to the extent provided as set forth in Articles XI and XV herein.

(d) The Bonds Similarly Secured are to be issued, registered, authenticated, and delivered, and the Trust Estate is to be held, dealt with and disposed of by the Trustee, upon and subject to the terms, covenants, conditions, uses, agreements and trusts set forth in this Indenture.

Section 2.2. Security for the Bonds Similarly Secured.

The Bonds Similarly Secured, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds Similarly Secured and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected as of the Closing Date. If Texas law is amended at any time while the Bonds Similarly Secured are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds Similarly Secured the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.3. Limited Obligations.

The Bonds Similarly Secured are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds Similarly Secured shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.4. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The

City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds Similarly Secured and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.5. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds Similarly Secured and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds Similarly Secured by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS SIMILARLY SECURED

Section 3.1. Authorization of the Bonds Similarly Secured.

(a) The Bonds. The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of $_____ for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #2 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #2 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds.

(i) The Bonds shall be dated March 31, 2026 and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond for the Bonds, which shall be numbered T-1.

(ii) Interest shall accrue and be paid on each Bond from the later of the Closing Date of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rates per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2026 computed on the basis of a 360-day year of twelve 30-day months.

(iii) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

Years	Principal Amount ($)	Interest Rate (%)

(iv) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

(a) The Bonds. The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery (which delivery may be via electronic mail in portable document (PDF) or similar format) to the Trustee of:

(i) a certified copy of the Phase #3 Assessment Ordinance;

(ii) a certified copy of the Phase #4 Assessment Ordinance;

(iii) a certified copy of the Bond Ordinance;

(iv) a copy of the executed Construction, Funding, and Acquisition Agreement;

(v) a copy of this Indenture executed by the Trustee and the City; and

(vi) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds Similarly Secured shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds Similarly Secured shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from or on behalf of the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record

Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond Similarly Secured appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds Similarly Secured shall be paid by check, dated as of the Interest Payment Date, and sent, United States mail, first-class, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond Similarly Secured shall be paid to the Owner of such Bond Similarly Secured on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond Similarly Secured at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds Similarly Secured shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds Similarly Secured to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds Similarly Secured thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds Similarly Secured, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any Owners of such Bonds Similarly Secured for any further payment of such unclaimed moneys or on account of any such Bonds Similarly Secured, subject to any applicable escheat law or similar law of the State of Texas.

Section 3.5. Execution and Registration of Bonds Similarly Secured.

(a) The Bonds Similarly Secured shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Secretary or the Assistant City Secretary by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds Similarly Secured shall have the same effect as if each of the Bonds Similarly Secured had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds Similarly Secured shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds Similarly Secured.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds Similarly Secured ceases to hold such office before the authentication of

such Bonds Similarly Secured or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond Similarly Secured shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein or in a Supplemental Indenture, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds Similarly Secured. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date for such series of Bonds Similarly Secured shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein or in a Supplemental Indenture, manually or electronically executed by the Comptroller of Public Accounts of the State of Texas, or by his or her duly authorized agent, which certificate shall be evidence that such Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date for each series of the Bonds Similarly Secured, one Initial Bond representing the entire principal amount of such series of Bonds Similarly Secured, payable in stated installments to the Purchaser of such series of Bonds Similarly Secured or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary or the Assistant City Secretary, approved by the Attorney General, and registered and manually or electronically signed by the Comptroller of Public Accounts, will be delivered to the Purchaser of such series of Bonds Similarly Secured or its designee. Upon payment for such Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser of such Bonds Similarly Secured one registered definitive bond for each year of maturity of such series of the Bonds Similarly Secured, in the aggregate principal amount of all bonds for such maturity of such series of the Bonds Similarly Secured, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond Similarly Secured is registered as the absolute owner of such Bond Similarly Secured for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond Similarly Secured is registered on the relevant Record Date) and for all other purposes, whether or not such Bond Similarly Secured is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond Similarly Secured shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond Similarly Secured to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond Similarly Secured remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar

shall provide for the registration and transfer of Bonds Similarly Secured in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond Similarly Secured shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond Similarly Secured shall be effective until entered in the Register.

(c) The Bonds Similarly Secured shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond Similarly Secured or Bonds Similarly Secured of the same series, and of the same maturity and bearing the same interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond Similarly Secured presented for exchange.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds Similarly Secured transferred or exchanged for other Bonds Similarly Secured in accordance with this Section. A new Bond Similarly Secured or Bonds Similarly Secured will be delivered by the Paying Agent/Registrar, in lieu of the Bond Similarly Secured being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first-class, postage prepaid, to the Owner or his designee. Each transferred Bond Similarly Secured delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such transferred Bond Similarly Secured is delivered.

(e) Each exchanged Bond Similarly Secured delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such exchanged Bond Similarly Secured is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds Similarly Secured. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond Similarly Secured.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond Similarly Secured or portion thereof called for redemption prior to maturity within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond Similarly Secured redeemed in part.

Section 3.8. Cancellation.

All Bonds Similarly Secured paid or redeemed before their scheduled maturity in accordance with this Indenture, and all Bonds Similarly Secured in lieu of which exchanged Bonds Similarly Secured or replacement Bonds Similarly Secured are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding

such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds Similarly Secured in accordance with the records retention requirements of the Trustee.

Section 3.9. Temporary Bonds Similarly Secured.

(a) Following the delivery and registration of the respective Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds Similarly Secured that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any Authorized Denomination, substantially of the tenor of the definitive Bonds Similarly Secured in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds Similarly Secured may determine, as evidenced by their signing of such temporary Bonds Similarly Secured.

(b) Until exchanged for Bonds Similarly Secured in definitive form, such Bonds Similarly Secured in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds Similarly Secured in definitive form; thereupon, upon the presentation and surrender of the Bond Similarly Secured or Bonds Similarly Secured in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds Similarly Secured in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond Similarly Secured or Bonds Similarly Secured of the same maturity and series, in definitive form, in an Authorized Denomination, and in the same aggregate principal amount, as the Bond Similarly Secured or Bonds Similarly Secured in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds Similarly Secured.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond Similarly Secured, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond Similarly Secured of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond Similarly Secured to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond Similarly Secured is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond Similarly Secured has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond Similarly Secured of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond Similarly Secured;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond Similarly Secured, if a bona fide purchaser of the original Bond Similarly Secured in lieu of which such replacement Bond Similarly Secured was issued presents for payment such original Bond Similarly Secured, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond Similarly Secured from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond Similarly Secured has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond Similarly Secured, may pay such Bond Similarly Secured if it has become due and payable or may pay such Bond Similarly Secured when it becomes due and payable.

(e) Each replacement Bond Similarly Secured delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such replacement Bond Similarly Secured is delivered.

Section 3.11. Book-Entry Only System.

The Bonds Similarly Secured shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date of each series of Bonds Similarly Secured, the definitive Bonds Similarly Secured shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds Similarly Secured registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such DTC Participant holds an interest in the Bonds Similarly Secured. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds Similarly Secured, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds Similarly Secured, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds Similarly Secured. Notwithstanding any

other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond Similarly Secured is registered in the Register as the absolute owner of such Bond Similarly Secured for the purpose of payment of principal of, premium, if any, and interest on such Bond Similarly Secured, for the purpose of giving notices of redemption and other matters with respect to such Bond Similarly Secured, for the purpose of registering transfer with respect to such Bond Similarly Secured, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds Similarly Secured only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds Similarly Secured to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the words "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds Similarly Secured to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds Similarly Secured and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds Similarly Secured to DTC Participants having Bonds Similarly Secured credited to their DTC accounts. In such event, the Bonds Similarly Secured shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds Similarly Secured shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds Similarly Secured are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds Similarly Secured, and all notices with respect to such Bonds Similarly Secured shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS SIMILARLY SECURED BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds Similarly Secured shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds.

(i) The Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

TERM BONDS MATURING SEPTEMBER 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

(ii) At least 45 days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (iii) and (iv) of this Section 4.2(a), the Trustee shall select a principal amount of Bonds (in accordance with Section 4.5) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(iii) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (i) of this Section 4.2(a) shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(iv) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (i) of this Section 4.2(a) shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

(a) The Bonds.

(i) The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__, before their respective scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

Notwithstanding any provision in this Indenture to the contrary, the City reserves the right and option to redeem Bonds Similarly Secured before their respective scheduled maturity dates, in whole or in part and in an amount and on any date specified in a City Certificate, at the Redemption Price of such Bonds Similarly Secured, or portions thereof, to be redeemed from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to the terms of this Indenture) or any other transfers to the Redemption Fund under the terms of this Indenture, or as a result of unexpended amounts transferred from the Project Fund pursuant to the terms of this Indenture. The City will provide the Trustee a City Certificate directing the Bonds Similarly Secured to be redeemed pursuant to this Section 4.4 in accordance with the provisions of Section 4.5 hereof.

Section 4.5. Partial Redemption.

(a) If less than all of a series of Bonds Similarly Secured are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4, Bonds Similarly Secured shall be redeemed in minimum principal amounts of $1,000 or any integral multiple thereof. Each Bond Similarly Secured shall be treated as representing the number of bonds that is obtained by dividing the principal amount of such series of Bonds Similarly Secured by $1,000. No redemption shall result in a Bond Similarly Secured in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond Similarly Secured is less than an Authorized Denomination after giving effect to such partial redemption, a Bond Similarly Secured in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

(b) In selecting the Bonds Similarly Secured to be redeemed pursuant to Section 4.2, the Trustee may select Bonds Similarly Secured in any method that results in a random selection.

(c) In selecting the Bonds Similarly Secured to be redeemed pursuant to Section 4.3, the Trustee may rely on the directions provided in a City Certificate.

(d) If less than all of a series of Bonds Similarly Secured are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds Similarly Secured or portion of a Bond Similarly Secured, as applicable, of such series to be redeemed shall be selected in the following manner:

(i) with respect to a Substantial Amount Redemption, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds Similarly Secured of such series; and

(ii) with respect to a Minor Amount Redemption, the Outstanding Bonds Similarly Secured of such series shall be redeemed in inverse order of maturity.

(e) Upon surrender of any Bond Similarly Secured for redemption in part, the Trustee, in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond Similarly Secured or Bonds Similarly Secured of the same series and in an aggregate principal amount equal to the unredeemed portion of the Bond Similarly Secured so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds Similarly Secured by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond Similarly Secured or portion thereof to be redeemed, at the address shown in the Register. So long as the Bonds Similarly Secured are in book-entry-only form and held by DTC as security depository, references to Owner in this Indenture means Cede & Co., as nominee for DTC.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds Similarly Secured are to be surrendered for payment, and, if less than all of the Outstanding Bonds Similarly Secured are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds Similarly Secured or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond Similarly Secured shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Sections 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds Similarly Secured then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds Similarly Secured, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds Similarly Secured to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds Similarly Secured and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds Similarly Secured have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds Similarly Secured to be redeemed on such date of redemption by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds Similarly Secured being redeemed.

(b) Upon presentation and surrender of any Bond Similarly Secured called for redemption at the Designated Payment/Transfer Office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond Similarly Secured to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds Similarly Secured or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds Similarly Secured to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds Similarly Secured or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds Similarly Secured are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS SIMILARLY SECURED

Section 5.1. Form Generally.

(a) The Bonds Similarly Secured, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds Similarly Secured, (i) shall be, with respect to the Bonds, substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and, with respect to any other Bonds Similarly Secured, substantially in the form set forth in an exhibit to a Supplemental Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds Similarly Secured may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds Similarly Secured.

(c) The definitive Bonds Similarly Secured shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(d) Each Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services, managed by FactSet Research Systems on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds Similarly Secured. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds Similarly Secured shall be of no significance or effect as regards the legality thereof; and none of the City, the Trustee, nor the attorneys approving said Bonds Similarly Secured as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds Similarly Secured.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond Similarly Secured over the certification of the City Secretary or the Assistant City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund; and

(vii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(ii) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Phase #3 Improvements Account;

(B) Phase #4 Improvements Account; and

(C) Costs of Issuance Account.

(iv) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Additional Interest Reserve Account.

(v) The following Account is hereby created and established under the Administrative Fund:

(A) District Administration Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds Similarly Secured.

(d) Except as provided in Section 6.10(f), interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The Bonds.

(i) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(A) to the Capitalized Interest Account of the Bond Fund: $_____;

(B) to the Phase #3 Improvements Account of the Project Fund: $_____;

(C) to the Phase #4 Improvements Account of the Project Fund: $_____;

(D) to the Costs of Issuance Account of the Project Fund: $_____;

(E) to the Reserve Account of the Reserve Fund: $_____; and

(F) to the District Administration Account of the Administrative Fund: $_____.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 15 of each year while the Bonds Similarly Secured are Outstanding and beginning February 15, 2027, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited into the Pledged Revenue Fund, the City shall deposit or cause to be deposited Pledged Revenues as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds Similarly Secured next coming due in such calendar year, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, in accordance

with Section 6.7(a) hereof, (iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest collected, if any, in accordance with Section 6.7(b) hereof, (iv) fourth, to pay Actual Costs of the Improvement Area #2 Improvements, and (v) fifth, to pay other costs permitted by the PID Act.

(b) From time to time as needed to pay the obligations relating to the Bonds Similarly Secured, but no later than five Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds Similarly Secured on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first, to the payment of interest and, second, to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured, as described in Section 11.4(a) hereof.

(d) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first, to the Reserve Account to restore any transfers from the Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, second, to the Additional Interest Reserve Account to restore any transfers from the Additional Interest Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, and third, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal of and interest on the Bonds Similarly Secured and to fund any deficiency that may exist in an account of the Reserve Fund and the other deposits described in (a) above, the City may direct the Trustee by City Certificate to apply Improvement Area #2 Assessments for any lawful purposes permitted by the PID Act for which Improvement Area #2 Assessments may be paid.

(g) Any additional Pledged Revenues remaining after the satisfaction of the foregoing shall be applied by the Trustee, as instructed by the City pursuant to a City Certificate, for any lawful purpose permitted by the PID Act for which such additional Pledged Revenues may be used, including transfers to other Funds and Accounts created pursuant to this Indenture.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds Similarly Secured, less any amount to be used to pay interest on the Bonds Similarly Secured on such Interest Payment Date from the Capitalized Interest Account, as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(f) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

Date	**Amount ($)**
September 1, 2026	
March 1, 2027	
September 1, 2027	

Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred on a pro rata basis to the Phase #3 Improvements Account of the Project Fund and the Phase #4 Improvements Account of the Project Fund, to the extent either such Account has not be closed, or if the Phase #3 Improvements Account and Phase #4 Improvements Account have both been closed as provided in Section 6.5(e) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds Similarly Secured and the Capitalized Interest Account shall be closed.

Section 6.5. Project Fund.

(a) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds Similarly Secured pursuant to (i) one or more City Certificates or (ii) an executed, completed, and accepted Closing Disbursement Request. Money on deposit in the Phase #3 Improvements Account of the Project Fund shall only be used to pay Actual Costs of Phase #3 Improvements and money on deposit in the Phase #4 Improvements Account of the Project Fund shall only be used to pay Actual Costs of Phase #4 Improvements.

(b) Disbursements from the Phase #3 Improvements Account of the Project Fund to pay Actual Costs of the Phase #3 Improvements or from the Phase #4 Improvements Account of the Project Fund to pay Actual Costs of the Phase #4 Improvements shall be made by the Trustee upon its receipt of either a properly executed and completed Certification for Payment or written direction from the City or its designee approving the disbursement to the Developer or the Developer's designee. The disbursement of funds from the Phase #3 Improvements Account or the Phase #4 Improvements Account pursuant to a Certification for Payment shall be pursuant to and in accordance with the disbursement procedures described in the Construction, Funding, and Acquisition Agreement or as provided in such written direction. Such provisions and procedures related to such disbursements contained in the Construction, Funding, and Acquisition Agreement and no other provisions of the Construction, Funding, and Acquisition Agreement, are herein incorporated by reference and deemed set forth herein in full.

(c) If the City Representative determines in his or her sole discretion that amounts then on deposit in either the Phase #3 Improvements Account of the Project Fund or the Phase #4 Improvements Account of the Project Fund are not expected to be expended for purposes of the respective Account due to the abandonment, or constructive abandonment of the Phase #3 Improvements or the Phase #4 Improvements, respectively, such that, in the opinion of the City Representative, it is unlikely that the amounts in either the Phase #3 Improvements Account of

the Project Fund or the Phase #4 Improvements Account of the Project Fund will ever be expended for the respective purposes of such Accounts, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Phase #3 Improvements Account of the Project Fund and/or the Phase #4 Improvements Account of the Project Fund that are not expected to be used for the respective purposes of such Accounts. If such City Certificate is so filed, the amounts on deposit in the Phase #3 Improvements Account of the Project Fund and/or the Phase #4 Improvements Account of the Project Fund, as applicable, shall be transferred to the Redemption Fund to redeem Bonds Similarly Secured on the earliest practicable date after notice of redemption has been provided in accordance with this Indenture.

(d) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(e) Upon the filing of a City Certificate stating that all Phase #3 Improvements have been completed and that all Actual Costs of the Phase #3 Improvements have been paid, or that any such Actual Costs of the Phase #3 Improvements are not required to be paid from the Phase #3 Improvements Account of the Project Fund pursuant to a Certification for Payment, or written direction from the City or its designee, the Trustee shall (i) transfer the amount, if any, remaining within the Phase #3 Improvements Account of the Project Fund to the Principal and Interest Account of the Bond Fund and (ii) close the Phase #3 Improvements Account. Upon the filing of a City Certificate stating that all Phase #4 Improvements have been completed and that all Actual Costs of the Phase #4 Improvements have been paid, or that any such Actual Costs of the Phase #4 Improvements are not required to be paid from the Phase #4 Improvements Account of the Project Fund pursuant to a Certification for Payment, or written direction from the City or its designee, the Trustee shall (i) transfer the amount, if any, remaining within the Phase #4 Improvements Account of the Project Fund to the Principal and Interest Account of the Bond Fund and (ii) close the Phase #4 Improvements Account. If the Phase #3 Improvements Account and the Phase #4 Improvements Account have been closed pursuant to the provisions of this Section as provided above and the Costs of Issuance Account of the Project Fund has been closed pursuant to the provisions of Section 6.5(f), then the Project Fund shall be closed.

(f) Not later than six months following the respective Closing Date, or upon a determination by the City Representative that all costs of issuance of such series of Bonds Similarly Secured have been paid, whichever is earlier, any amounts remaining in the Costs of Issuance Account shall be transferred to another Account of the Project Fund and used to pay Actual Costs or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds Similarly Secured, as directed by the City in a City Certificate filed with the Trustee and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

(a) The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds Similarly Secured as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds Similarly Secured as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds Similarly Secured to accumulate from the deposits described in Sections 6.2 and Section 6.3(a) hereof, and when accumulated, maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Account Requirement except to the extent such deficiency is due to the application of Section 6.7(d) hereof. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture.

(b) The Trustee, if needed, will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Additional Interest Reserve Account on March 1 and September 1 of each year, commencing March 1, 2027, an amount equal to the Additional Interest collected, if any, as shown on the Assessment Rolls attached to the Service and Assessment Plan or an Annual Service Plan Update, until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account. If the amount on deposit in the Additional Interest Reserve Account shall at any later time be less than the Additional Interest Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such shortfall, and the City shall resume collecting the Additional Interest and shall file a City Certificate with the Trustee instructing the Trustee to resume depositing the Additional Interest from the Bond Pledged Revenue Account of the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the City shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds Similarly Secured from the proceeds of a Prepayment pursuant to Section 4.4 of this Indenture. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such surplus Additional Interest to the Redemption Fund, and shall notify the City of such transfer in writing. In calculating the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Assessment Rolls in the Service and Assessment Plan or an Annual Service Plan Update, unless and until it receives a City Certificate directing that a different amount be used.

(c) Whenever a transfer is made from an Account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) Whenever Bonds Similarly Secured are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, the Trustee shall transfer, on the Business Day prior to the redemption date (or on such other date as agreed to by the City and the Trustee), from the Reserve Account of the Reserve Fund to the Redemption Fund, an amount specified in a City Certificate to be applied to the redemption of the Bonds Similarly Secured. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to the principal amount of Bonds Similarly Secured to be redeemed with Prepayments multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayments toward payment of accrued interest, there are insufficient funds in the Redemption Fund to pay the principal amount plus accrued and unpaid

interest to the date fixed for redemption of the Bonds Similarly Secured to be redeemed, as identified in a City Certificate, as a result of such Prepayments and as a result of the transfer from the Reserve Account under this Section 6.7(d), the Trustee shall transfer an amount equal to the shortfall, and/or any additional amounts necessary to permit the Bonds Similarly Secured to be redeemed in minimum principal amounts of $1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of debt service on the Bonds Similarly Secured on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within 30 days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Phase #3 Improvements Account or the Phase #4 Improvements Account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of the Closing Date of the Bonds, or (iii) for such other use specified in such City Certificate if the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such alternate use will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first, from the Additional Interest Reserve Account of the Reserve Fund to the Bond Fund, and second, from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds Similarly Secured.

(h) If, after a Reserve Account withdrawal pursuant to Section 6.7(f), the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amounts held in the Bond Fund and the Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds Similarly Secured on the next Interest Payment Date, together with the unpaid interest accrued on such Outstanding Bonds Similarly Secured as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds Similarly Secured as of such Interest Payment Date.

Section 6.8. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated “City of Celina, Texas, Rebate Fund” (the “Rebate Fund”) to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used

solely for the purpose of paying amounts relating to the Bonds Similarly Secured due the United States Government in accordance with the Code.

(b) In order to assure that the Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the respective Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Bond Fund.

Section 6.9. Administrative Fund.

(a) The City shall deposit or cause to be deposited to the District Administration Account of the Administrative Fund the amounts collected each year to pay Administrative Expenses and Delinquent Collection Costs.

(b) Moneys in the District Administration Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds and Accounts created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan.

(c) The Administrative Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two days in advance of the making of such investment. The money in any Fund or Account shall be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Notwithstanding the preceding sentence, amounts in the Additional Interest Reserve Account may not be invested above the Yield (as defined in Section 7.5(a) hereof) on the Bonds Similarly Secured, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such investment and/or the failure to comply with such yield restriction will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured. Investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law,

money in such Funds or Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account is held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall have no investment discretion and the Trustee's only responsibility for investments shall be to follow the written instructions contained in any City Certificate and to ensure that an investment it is directed to purchase is a permitted investment pursuant to the terms of this Indenture. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City and the Administrator monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, unless the Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

(f) If, following an annual calculation of the Rebate Amount in accordance with Sections 6.8 and 7.5(h) hereof, it is determined that a Rebate Amount is owed with respect to the Bonds Similarly Secured, the City shall direct the Trustee, pursuant to a City Certificate, to transfer to the Rebate Fund an amount equal to the Rebate Amount owed by the City from investment earnings derived from the investment of the amount on deposit in the Pledged Funds. The City Certificate shall specify the amount to be transferred and identify the Pledged Fund or Pledged Funds from which the investment earnings shall be transferred.

Section 6.11. Security of Funds.

All Funds or Accounts heretofore created, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds or Accounts shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Improvement Area #2 Assessments.

The City hereby confirms, covenants, and agrees that the Improvement Area #2 Assessments to be collected from the Assessed Property are as so reflected in the Service and Assessment Plan (as it may be updated from time to time) and, in accordance with the Assessment Ordinances, it has levied the Improvement Area #2 Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Improvement Area #2 Assessments.

(a) For so long as any Bonds Similarly Secured are Outstanding, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Improvement Area #2 Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Improvement Area #2 Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Improvement Area #2 Assessment or the corresponding Assessed Parcel. Furthermore, nothing shall obligate the City, the City Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the City and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds Similarly Secured, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

(b) So long as Bonds Similarly Secured are Outstanding hereunder, and except as set forth in Section 13.2 hereof, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds and Refunding Bonds, if any, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under this Indenture, except for other indebtedness incurred in compliance with Section 13.2 hereof.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds Similarly Secured or any interest thereon remain Outstanding and unpaid, and/or the obligation to the Developer to pay it for funds it has contributed to pay Actual Costs of the Improvement Area #2 Improvements in accordance with the Construction, Funding, and Acquisition Agreement remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Improvement Area #2 Assessments. The Trustee and the Owners of any Bonds Similarly Secured or any duly authorized agent or agents of such Owners shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds Similarly Secured during the City's regular business hours and on a mutually agreeable date not later than 30 days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"*Closing Date*" means the date on which each series of Bonds Similarly Secured are first authenticated and delivered to the respective initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds Similarly Secured.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds Similarly Secured are invested and which is not acquired to carry out the governmental purposes of the Bonds Similarly Secured.

"Regulations" means any proposed, temporary or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds Similarly Secured. Any reference to any specific Regulation shall also mean, as appropriate, any

proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds Similarly Secured, as it pertains to a particular series of Bonds Similarly Secured, has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond Similarly Secured to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of each series of Bonds Similarly Secured:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds Similarly Secured of such series, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds Similarly Secured of such series or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of any Bonds Similarly Secured to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of

ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Improvement Area #2 Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of Section 1.141-5(d) of the Regulations on the date that each series of the Bonds Similarly Secured are delivered and will ensure that the Improvement Area #2 Assessments continue to meet such requirements for so long as Bonds Similarly Secured are outstanding.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of any series of Bonds Similarly Secured directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of such series of Bonds Similarly Secured.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds Similarly Secured to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe with respect to each series of Bonds Similarly Secured.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond Similarly Secured is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds Similarly Secured with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date for each series of Bonds Similarly Secured, the City shall calculate the Rebate Amount for the respective series of Bonds Similarly Secured in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of each series of Bonds Similarly Secured until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds Similarly Secured by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon

from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, direct the Trustee to transfer to the Rebate Fund from the Funds or Accounts designated in such City Certificate and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for any series of Bonds Similarly Secured equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within 180 days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds Similarly Secured, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds Similarly Secured not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, the City Secretary or the Assistant City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with each series of the Bonds Similarly Secured, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII

LIABILITY OF CITY

The City shall not incur any responsibility in respect of the Bonds Similarly Secured or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds Similarly Secured assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds Similarly Secured, or as to the existence of a default or Event of Default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to

the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds Similarly Secured, the Assessment Ordinances, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds Similarly Secured (the "Bond Documents"), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Administrative Expenses) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from the Trust Estate, the funds available for such payment in any of the Pledged Funds, if any, or the amounts collected to pay Administrative Expenses on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds Similarly Secured by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture, the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector, the City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Paying Agent/Registrar.

The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds Similarly Secured.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law and the provisions of this Indenture, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, the Trustee may not request or require indemnification as a condition to making any deposits, payments, or transfers when required hereunder, or delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may, to the extent permitted pursuant to the provisions of this Indenture, make transfers from the District Administration Account of the Administrative Fund, and to the extent money in the District Administration Account is insufficient, from the Pledged Revenue Fund, to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The recitals contained in this Indenture and in the Bonds Similarly Secured shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the offering documents, this Indenture, or the Bonds Similarly Secured or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds Similarly Secured for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code. The Trustee has the right to act through agents and attorneys and shall have no liability for the negligence or willful misconduct of the agents and attorneys appointed by it with due care.

The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct, both before and after default by the City. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Improvement Area #2 Improvements.

The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the holders of at least a majority of the aggregate principal amount of Bonds Similarly Secured then Outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default.

In case a default or an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified), the Trustee shall exercise those rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its sole discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the District Administration Account of the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds Similarly Secured and may join in any action that any Owner of Bonds Similarly Secured may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds Similarly Secured or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate outstanding principal amount of the Bonds Similarly Secured.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond Similarly Secured. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority of the aggregate Outstanding principal of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) the City, so long as the City is not in default under this Indenture. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any

provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate Outstanding principal of the Bonds Similarly Secured.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least 25% of the aggregate Outstanding principal of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Unless and until such successor Trustee shall have been appointed by the Owners of the Bonds Similarly Secured, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds Similarly Secured within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds Similarly Secured, in accordance with the immediately preceding paragraph.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds Similarly Secured may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds Similarly Secured, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds Similarly Secured and each of the Owners of the Bonds Similarly Secured.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee to File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, such continuation statements as are delivered to the Trustee by the City, or on behalf of the City, and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the “UCC”), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC.

Section 9.14. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds Similarly Secured. Permissive rights of the Trustee are not to be construed as duties.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds Similarly Secured may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds Similarly Secured, or with the written consent without a meeting, of the Owners of at least 51% of the aggregate principal amount of the Bonds Similarly Secured then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond Similarly Secured or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond Similarly Secured, without the express consent of the Owner of such Bond Similarly Secured, (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds Similarly Secured (except as otherwise permitted by Applicable Laws and this Indenture), or (iii) reduce the percentage of Owners of Bonds Similarly Secured required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

(b) This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds Similarly Secured in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds Similarly Secured;

(iv) to provide for the issuance of Refunding Bonds as set forth in Section 13.2 hereof; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds Similarly Secured.

(c) Any modification or amendment made pursuant to Section 10.1(b) shall not be subject to the notice procedures specified in Section 10.3 below.

(d) Notwithstanding the above, no Supplemental Indenture under this Section shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect

that such amendment or supplement: (i) is permitted under Applicable Laws and the provisions of this Indenture in effect after taking into account the proposed amendment or supplement; (ii) will not adversely affect the interests of the Owners in any material respect; provided, however, that an appointment of a successor trustee in accordance with the provisions hereof and the issuance of Refunding Bonds in accordance with the provisions of Section 13.2 hereof are each deemed to not be a material adverse effect for purposes of such opinion; and (iii) will not adversely affect the exclusion of interest on any Bond Similarly Secured from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds Similarly Secured. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first-class mail, by the Trustee to each Owner of Bonds Similarly Secured from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Except as set forth in Section 10.1(b), such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided and the City or Bond Counsel, acting on the City's behalf, has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds Similarly Secured for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds Similarly Secured giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds Similarly Secured shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds Similarly Secured and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise

hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds Similarly Secured at the expiration of sixty days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period; provided, however, that the Trustee during such sixty day period and any such further period during which any such action or proceeding may be pending shall be entitled in its sole discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture, as it may deem expedient; provided, further, that the Trustee shall have no obligation to take or refrain from taking any such action and the Trustee shall have no liability with respect to any action taken or any instance of inactions.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Outstanding Bonds Similarly Secured shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Similarly Secured Issued After Amendments.

The City may determine that Bonds Similarly Secured issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Similarly Secured Outstanding at such effective date and presentation of his Bond Similarly Secured for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond Similarly Secured. The City may determine that new Bonds Similarly Secured, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds Similarly Secured then Outstanding, such new Bonds Similarly Secured shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds Similarly Secured then Outstanding, upon surrender of such Bonds Similarly Secured.

Section 10.6. Amendatory Endorsement of Bonds Similarly Secured.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds Similarly Secured held by such Owner, provided that due notation thereof is made on such Bonds Similarly Secured.

Section 10.7. Waiver of Default

With the written consent of at least 51% in aggregate principal amount the Owners of the Bonds Similarly Secured then Outstanding, the Owners may waive non-compliance by the City with certain past defaults under this Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

(a) Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Improvement Area #2 Assessments, including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within 30 days; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the City to make the payments; and

(iv) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate Outstanding principal amount of the Bonds Similarly Secured with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

(b) Nothing in Section 11.1(a) will be an Event of Default if it is in violation of any applicable state law or court order.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of at least 25% of the Bonds Similarly Secured then Outstanding and its receipt of indemnity satisfactory to it, shall proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies of default.

(b) THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds Similarly Secured, in the selection of Trust Estate assets to be used in the payment of Bonds Similarly Secured due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of not less than 25% of the aggregate principal amount of the Bonds Similarly Secured then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for 90 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of a majority of the aggregate principal amount of the Bonds Similarly Secured then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds Similarly Secured shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee,

be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond Similarly Secured at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond Similarly Secured issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds Similarly Secured.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including of its counsel), liabilities, and advances incurred or made by the Trustee, and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds Similarly Secured, as follows:

> FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and
>
> SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds Similarly Secured, or Redemption Price of any Bonds Similarly Secured which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds Similarly Secured.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds Similarly Secured may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds Similarly Secured shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds Similarly Secured or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds Similarly Secured and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds Similarly Secured shall bind all future Owners of the same Bonds Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first-class, postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds Similarly Secured.

Bonds Similarly Secured owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds Similarly Secured provided for in this Indenture, and the City shall not be entitled with respect to such Bonds Similarly Secured to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of at least 25% of the aggregate outstanding principal amount of the Bonds Similarly Secured shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method, and place of conducting a proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture, or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with Applicable Laws and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which, in the opinion of the Trustee, would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds Similarly Secured, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Pledged Revenues and the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Improvement Area #2 Assessments and any other amounts pledged to the payment of the Bonds Similarly Secured to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds Similarly Secured then Outstanding or their representatives duly authorized in writing.

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Obligations or Other Liens; Additional Bonds.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Pledged Revenues. Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Trust Estate so long as such pledge is subordinate to the pledge of Trust Estate securing payment of the Bonds Similarly Secured.

(b) The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the state of Texas. Other than Refunding Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

(c) Notwithstanding anything to the contrary herein, no Refunding Bonds, Additional Obligations, or subordinate obligations may be issued by the City unless: (1) the principal (including sinking fund installments) of such Refunding Bonds, Additional Obligations or subordinate obligations are scheduled to mature on September 1 of the years in which principal is scheduled to mature, and (2) the interest on such Refunding Bonds, Additional Obligations or subordinate obligations must be scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid.

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, the Trust Estate, and the Bonds Similarly Secured.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain the same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS SIMILARLY SECURED AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds Similarly Secured secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds Similarly Secured, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds Similarly Secured have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds Similarly Secured, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may

have evidencing that principal of and interest on all of the Bonds Similarly Secured has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Similarly Secured Deemed Paid.

All Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds Similarly Secured are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee for such purpose, shall be sufficient to pay when due the principal of and interest on the Bonds Similarly Secured to become due on such Bonds Similarly Secured on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant or other authorized third-party selected by the City verifying the sufficiency of the moneys and/or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on the Bonds Similarly Secured to become due on such Bonds Similarly Secured on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if any Bonds Similarly Secured are then rated, the Trustee shall have received written confirmation from each rating agency then publishing a rating on such Bonds Similarly Secured that such deposit will not result in the reduction or withdrawal of the rating on such Bonds Similarly Secured. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds Similarly Secured. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds Similarly Secured on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee. This Indenture and the exhibit(s) hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds Similarly Secured and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond Similarly Secured shall bind all future Owners of such Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds Similarly Secured; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate, shall be in writing and shall be telexed, cabled, delivered by hand, mailed by first-class mail, postage prepaid, or transmitted by e-mail and addressed as follows:

If to the City:

City of Celina, Texas
142 North Ohio Street
Celina, Texas 75009
Attention: City Manager
Email: rranc@celina-tx.gov

If to the Trustee or the Paying Agent/Registrar:	U.S. Bank Trust Company, National Association Attention: Bond Operations 111 Fillmore Avenue East St. Paul, Minnesota 55107-1402 Email: Misty.Gutierrez@usbank.com

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond Similarly Secured notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Similarly Secured Outstanding.

(c) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to

notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds Similarly Secured pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds Similarly Secured or the date fixed for redemption of any Bonds Similarly Secured or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original. The City and the Trustee agree that electronic signatures to this Indenture may be regarded as original signatures.

Section 15.10. Statutory Verifications.

The Trustee makes the following representation and verifications pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Indenture. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Indenture shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Indenture, notwithstanding anything in this Indenture to the contrary.

(a) Not a Sanctioned Company. The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be

excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF CELINA, TEXAS

By: _____
Mayor

Attest:

_____
City Secretary

[CITY SEAL]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
No. _____

REGISTERED
$_____

United States of America
State of Texas

CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2 PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 1, 20___	_____	_____

The City of Celina, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing September 1, 2026, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in St. Paul, Minnesota (the "Designated Payment/Transfer Office"), of U.S. Bank Trust Company, National Association, as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the

Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated March 31, 2026 and issued in the aggregate principal amount of $_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of March 1, 2026 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #2 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #2 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

The Bonds are special limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of $100,000 and any multiple of $1,000 in excess thereof.

The Bonds are subject to sinking fund redemption prior to their stated maturities and will be redeemed by the City in part at a price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	

September 1, 20__
September 1, 20__
September 1, 20__
September 1, 20__*
* maturity

At least 45 days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption, pursuant to the provisions of the Indenture, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date shall have been redeemed pursuant to optional redemption or extraordinary optional redemption and not previously credited to a mandatory sinking fund redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__ before their scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price of par plus accrued interest to the date of redemption.

The Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, and in an amount and on any date specified in a City Certificate, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption, pursuant to the provisions of the Indenture, from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to the terms of this Indenture) or any other transfers to the Redemption Fund under the terms of the Indenture, or as a result of unexpended amounts transferred from the Project Fund pursuant to the terms of the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the redemption price of the Bonds to be redeemed before giving of a notice

of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds, and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond redeemed in part.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City has reserved the right to issue Additional Obligations on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

_____
Mayor, City of Celina, Texas

_____
City Secretary, City of Celina, Texas

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO._____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office an opinion to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

_____
Acting Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

DATED: _____

By:_____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

_____
_____
_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____ _____

Signature Guaranteed By:

_____

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Amount ($)	Interest Rate (%)"

(Information to be inserted from Section 3.2(a)(iii) hereof); and

(iii) the Initial Bond shall be numbered T-1.

EXHIBIT B

BOND PURCHASE AGREEMENT

$5,448,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2 PROJECT)

BOND PURCHASE AGREEMENT

March 10, 2026

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

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the City of Celina, Texas (the "City"), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City.

All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein), between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), authorizing the issuance of the Bonds (defined herein), and the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $5,448,000 aggregate principal amount of the "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #2 Project)" (the "Bonds"), at a purchase price of $_____ (representing the aggregate principal amount of the Bonds, less an original issue discount of $_____, and less an Underwriter's discount of $_____).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a "municipal advisor" (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length

commercial transaction between the City and the Underwriter, (ii) in connection with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of proceeds of the Bonds and the construction of the Improvement Area #2 Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary, and will not be assuming an advisory or fiduciary responsibility in favor, of the City.

The Bonds shall be dated as of the Closing Date, and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on the Closing Date (or such other date as may be agreed to by the City and the Underwriter).

2. Authorization Instruments and Law. The Bonds were authorized by the Bond Ordinance enacted by the City Council of the City (the "City Council") on March 10, 2026, and shall be issued pursuant to the provisions of the PID Act, and the Indenture of Trust, dated as of March 1, 2026, between the City and the Trustee (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the Trust Estate, consisting primarily of the Improvement Area #2 Assessments levied pursuant to the Assessment Ordinances against the Assessed Property, all to the extent and upon the conditions described in the Indenture. The District was established by a resolution (the "Creation Resolution"), enacted by the City Council on April 11, 2023, in accordance with the PID Act. The Creation Resolution, the Assessment Ordinances, the Bond Ordinance, and the Indenture are collectively referred to herein as the "Authorizing Documents."

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for the purposes described in the Limited Offering Memorandum under "PLAN OF FINANCE – The Bonds" and shall be generally applied as described in the Limited Offering Memorandum under "SOURCES AND USES OF FUNDS."

3. Initial Offering. The Underwriter agrees to make an initial offering of all of the Bonds in accordance with Section 4 hereof and to limit the initial offering of the Bonds to persons

that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended and as then in effect (the "Securities Act")) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act). On or before the third (3rd) Business Day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel the Issue Price Certificate (defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price.

a. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or before the third (3rd) Business Day prior to the Closing Date an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B (the "Issue Price Certificate"), with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this Section to establish the issue price of the Bonds may be taken on behalf of the City by the City's Municipal Advisor (defined herein) and any notice or report to be provided to the City may be provided to the Municipal Advisor or to Bond Counsel.

b. The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. The City will treat the first price at which 10% of each maturity of the Bonds is sold to the public as of the sale date as the issue price of that maturity (the "10% test"). At or promptly after the execution of this Agreement, the Underwriter shall report to the City on Schedule A to the Issue Price Certificate the first price at which the Underwriter has sold to the public each maturity of Bonds and shall identify to the City on Schedule A to the Issue Price Certificate those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

c. The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been met as of the date of this Agreement, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) Business Day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5^{th}) Business Day after the sale date.

d. The Underwriter confirms that any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public, and (C) acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

e. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) "public" means any person other than an underwriter or a related party to an underwriter;

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public

(including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) "sale date" means the date of execution of this Agreement by all parties.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated February 24, 2026 (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the MSRB Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the public offering, sale, and distribution of the Bonds.

The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed "final" by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) Business Days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32, and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25^{th}) day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will promptly notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the

"Non-City Disclosures") (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in the maps therein or under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaptions "– Previously Issued Bonds," "– Improvement Area #1 Bonds," and "– The Bonds"), "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BOOK-ENTRY ONLY SYSTEM," "OVERLAPPING TAXES AND DEBT – Homeowners' Association Dues," "THE IMPROVEMENT AREA #2 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "THE ADMINISTRATOR," "APPRAISAL," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #2 Improvements, and the Development (as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Developer," "CONTINUING DISCLOSURE – The Developer" and "– The Developer's Compliance with Prior Undertakings," "INFORMATION RELATING TO THE TRUSTEE," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX E-2," "APPENDIX H," and "APPENDIX I." If such notification shall be subsequent to the Closing (defined herein), the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access ("EMMA") system within one (1) Business Day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

f. Limited Offering. The Underwriter hereby represents, warrants, and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five (35) persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act).

6. City Representations, Warranties and Covenants. The City represents, warrants, and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power, and authority:

(i) to enter into and perform its duties and obligations under:

(1) this Agreement;

(2) the Indenture;

(3) the Development Agreement;

(4) the Construction, Funding, and Acquisition Agreement; and

(5) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of March 1, 2026 (the "Continuing Disclosure Agreement of Issuer"), executed and delivered by the City, the Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent (the "Dissemination Agent");

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Development Agreement, (4) the Construction, Funding, and Acquisition Agreement, (5) the Continuing Disclosure Agreement of Issuer, (6) the Limited Offering Memorandum, and (7) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (7) being referred to collectively herein as the "City Documents").

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the PID Act. The City has, and at the Closing will have, full legal right, power, and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell, and deliver the Bonds to

the Underwriter pursuant to the Indenture, the Bond Ordinance, the PID Act, and as provided herein, and (iii) to carry out, give effect to, and consummate the transactions on the part of the City described by the Bond Ordinance and the other City Documents.

d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or default in any material respect under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default, or event of default could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution, and delivery of the Bonds and the City Documents and compliance by the City with the obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, law, or any administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any portion of the Trust Estate or under the terms of any such law, regulation, or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests, or seeks to prohibit, restrain, or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of a first lien on and pledge of the proceeds of the Trust Estate, all to the extent provided for in the Indenture. The Indenture creates a valid first lien on and pledge of the Trust Estate, consisting of certain revenues and the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Improvement Area #2 Assessments. The Improvement Area #2 Assessments constituting the security for the Bonds have been levied by the City in accordance with the PID Act on those parcels of land identified in the Assessment Rolls. According to the PID Act, such Improvement Area #2 Assessments constitute a valid and legally binding first and prior lien against the Assessed Property, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to, or the absence of which would adversely affect the due performance by the City of its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents, and orders as may be required under Blue Sky or securities laws of any jurisdiction.

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes, or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a lien on and pledge of the Trust Estate which secures the Bonds without the prior approval of the Underwriter.

j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 5 of this Agreement) at all times subsequent thereto

during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

m. Compliance with Rule 15c2-12. During the past five (5) years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate, and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and (ii) to continue such qualifications in

effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and/or warranty, as applicable in the legal context, by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing Date it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing Date.

r. Municipal Advisor. The City has engaged Hilltop Securities Inc. as its municipal advisor (the "Municipal Advisor") in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties, and covenants set forth above.

7. Developer's Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer an executed Developer's Letter of Representations (the "Developer's Letter of Representations") in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as described in Section 10(e) hereof and set forth in Appendix E (the "Developer's Closing Certificate").

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later Business Day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its "FAST" System the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to Bond Counsel, or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter or Underwriter's Counsel (defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer's Letter of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing:

(i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter;

(ii) the Authorizing Documents shall be in full force and effect;

(iii) there shall be in full force and effect such other ordinances, resolutions, or actions of the City as, in the opinion of Bond Counsel and Underwriter's Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents;

(iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Greenberg Traurig, LLP ("Developer's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer's Letter of Representations, the Development Agreement, the Construction, Funding, and Acquisition Agreement, and the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of March 1, 2026, executed and delivered by the Developer, the Administrator, and the Dissemination Agent (the "Continuing Disclosure Agreement of Developer" and, together with the Developer's Letter of Representations, the Development Agreement, and the Construction, Funding, and Acquisition Agreement, the "Developer Documents"); and

(v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents, or other documents relating to the financing and construction of the Improvement Area #2 Improvements and the Development (as

defined in the Limited Offering Memorandum), and the Developer shall not be in default in the payment of principal of or interest on any of its indebtedness which default shall materially adversely impact the ability of the Developer to pay the Improvement Area #2 Assessments when due or to complete the Improvement Area #2 Improvements.

d. Closing Documents. At or prior to the Closing, the Underwriter or Underwriter's Counsel shall have received each of the documents required under Section 10 below.

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's sole and reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either chamber thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either chamber of the Congress of the United States by a Committee of such chamber to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; provided, however that such suspension in trading or any disruption in securities settlement, payment or clearance services is not in force on the date hereof; or

(4) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed or described in the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or State Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Improvement Area #2 Assessments and the liens created thereby, such Improvement Area #2 Assessments being the primary asset of the Trust Estate pledged to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided

shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending, or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness, or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum, but that such firm has reviewed the statements and information appearing in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE – The Bonds" (except for the final paragraph thereunder), "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS SIMILARLY SECURED," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT" (except for the subcaptions "Collection and Delinquency History in the District," "Prepayment History," and "Foreclosure History"), "TAX MATTERS," "LEGAL MATTERS – Legal Proceedings" (first paragraph only), and "– Legal Opinions," "CONTINUING DISCLOSURE – The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," "APPENDIX B – Form of Indenture," and "APPENDIX D – Form of Opinion of Bond Counsel" and Bond Counsel is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinances, and the Indenture contained therein fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinances, and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinances (including approving the updated Service and Assessment Plan), and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended, or rescinded; and

(iv) The Indenture, the Development Agreement, the Construction, Funding, and Acquisition Agreement, the Continuing Disclosure Agreement of Issuer, and this Agreement have been duly authorized, executed, and delivered by the City and, assuming the due authorization, execution, and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of State law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of Messer Fort, PLLC ("Attorney for the City"), dated the Closing Date and addressed to the Underwriter, the City, Bond Counsel, Developer's Counsel, and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinions of Developer's Counsel. The opinion of Developer's Counsel, substantially in the form of Appendix D hereto, dated the Closing Date, addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, and the Trustee; or in a form otherwise agreed upon by the City and the Underwriter.

e. Developer's Closing Certificate. The Developer's Closing Certificate dated as of the Closing Date, signed by authorized officers of the Developer in substantially the form of Appendix E hereto.

f. City Closing Certificate. A certificate of the City, dated the Closing Date, signed by an appropriate City Representative, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and all other City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization, and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin, or otherwise restrict or prevent the City from levying and collecting the Improvement Area #2 Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents on its part to be complied with or satisfied hereunder at or prior to the Closing.

g. Trustee's Counsel Opinion. An opinion of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the City, and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City, and Bond Counsel, to the following effect:

(i) The Trustee is duly organized, validly existing, and in good standing as a national banking association organized under the laws of the United States of America, and is duly qualified to serve as Trustee in accordance with the qualifications set forth for the Trustee in the Indenture;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture; and

(iii) The Indenture has been duly authorized, executed, and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms.

h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel, and Bond Counsel.

i. Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Orrick, Herrington & Sutcliffe LLP ("Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(ii) The Continuing Disclosure Agreement of Issuer, together with Section 10(o) hereof and Section 4 of the Bond Ordinance, satisfies the requirements contained in Rule 15c2-12(b)(5) of the Securities and Exchange Commission for an undertaking by the City for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by said Rule; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in numbered paragraph (iii) below; and

(iii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness, or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness, or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, Norton Rose Fulbright US LLP, as bond counsel, Hilltop Securities Inc., as Municipal Advisor, the Administrator, the Developer, Developer's Counsel, and the Developer's engineer and consultants, and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond the date of this Agreement), and in reliance thereon, on oral and written statements and representations of the City, the Developer, and others and on the records, documents, certificates, opinions, and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the Preliminary Limited Offering Memorandum and as of the date of this Agreement, based on the documents, drafts, and facts in existence and received as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission ("SEC") Rule 15c2-12 or otherwise left blank, and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made,

not misleading; provided that such counsel expressly excludes from the scope of this paragraph and expresses no view or opinion with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum about any CUSIP numbers, financial, accounting, statistical, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices, or any information about book-entry, DTC, Cede & Co., limitations applicable to initial purchasers, financial advisor, trustee, tax exemption, underwriters, municipal advisors, or underwriting included or referred to therein or omitted therefrom. No responsibility is undertaken or view expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum.

j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

k. Delivery of City Documents and Developer Documents. The City Documents and the Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

m. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary, or proposed), issued pursuant to the Code.

n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1 and Appendix E-2.

p. Letter of Representation of the Appraiser. (i) The Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by

the Underwriter, and (ii) a copy of the real estate appraisal of the property in Improvement Area #2 dated February ____, 2026.

q. Letter of Representation of Administrator. The Letter of Representation of Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

r. Evidence of Filing of Assessment Ordinances and Updated Service and Assessment Plan and Landowner Consent; Posting of Service and Assessment Plan. Evidence that (i) (A) the Assessment Ordinances, including the legal description of the property within Improvement Area #2 of the District and the Service and Assessment Plan as updated in connection with the issuance of the Bonds (including the Assessment Rolls), and (B) the Consent and Agreement and Declaration of Covenants, Conditions and Restrictions of Landowners executed by VPTM Cross Creek LB LLC, a Delaware limited liability company, and Normandy Homes, LLC, a Texas limited liability company, have been filed of record in the real property records of Collin County, Texas, and (ii) the Service and Assessment Plan, including a copy of the notice form required by Section 5.014 Texas Property Code, as amended, was posted on the City's website not later than the seventh day after the date of approval of the Assessment Ordinances.

s. Lender Consent Certificate. A Lender Consent Certificate of each holder of a lien, if any, on land in Improvement Area #2 of the District on the Closing Date, consenting to and acknowledging the creation of the District, the adoption of the Assessment Ordinances, the levy of the Improvement Area #2 Assessments, and the subordination of their respective liens to the lien created by the Improvement Area #2 Assessments in a form acceptable to the Underwriter. In the event that there are no such lienholders, the Developer shall provide such certifications as may be reasonably requested by the Underwriter to confirm that no such liens exist as of the Closing Date.

t. Developer Organizational and Verification Documents. The Developer shall have delivered to the Underwriter and the City, (i) fully executed copies of the Developer's organizational documents, (ii) a Certificate of Status from the Texas Secretary of State dated within 10 days of the Closing Date, (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer dated within 10 days of the Closing Date, and (iv) a copy of its Standing Letter to the Attorney General of Texas in compliance with the All Bond Counsel Letter dated September 22, 2021, or evidence of an exception to such requirement.

u. Rule 15c2-12 Certification. A resolution, an ordinance (including the Bond Ordinance), or a certificate of the City whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Section (b)(1) of Rule 15c2-12 in connection with the offering of the Bonds, which action may be based on the approval of the release of the Preliminary Limited Offering Memorandum by an authorized City official (if such official has been duly authorized to take such action by the City Council), or certification,

if made in the form of a certificate, may be included in the City Certificate required by Section 10(f) hereof.

v. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City and the Developer have engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

w. Reserved.

x. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, the opinion of Bond Counsel described in Section 10(a) hereof, and all documents required to be delivered by the Developer.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of, and pay for the Bonds contained in this Agreement (unless waived by the Underwriter in its sole discretion) or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 14, 16, and 22 hereof.

13. Term of Agreement. Except for surviving representations, warranties, and indemnities of the parties to this Agreement, the term of this Agreement terminates upon the "end of the underwriting period" (as defined in Rule 15c2-12) or, if earlier, exercise of a termination right (which may not be based on an existing or incipient breach of a verification).

14. Costs and Expenses.

a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the costs of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum, and any supplements and amendments thereto; (iii) the fees and disbursements of the City's legal counsel and Municipal Advisor, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the Bonds; (iv) the Attorney General's review fees; (v) the fees and disbursements of accountants, advisers, and any other experts or consultants retained by the City or for the benefit of the City, including but not limited to the fees and expenses of the Administrator; and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its public offering and distribution of the Bonds, except as noted in subsection 14(a) above.

c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation, whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

15. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Celina, Texas, 142 North Ohio Street, Celina, Texas 75009, Attention: City Manager.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Mr. R.R. "Tripp" Davenport, III, Director.

16. Parties in Interest; Survival of City Representations. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and covenants contained in this Agreement shall remain operative and in full force and effect and survive delivery of and payment for the Bonds and any termination, regardless of any investigations made by or on behalf of the Underwriter.

17. Survival of Representations and Warranties of Third Parties. All representations and warranties of the parties, other than the City and the Underwriter, made in, pursuant to, or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Statutory Verifications. The Underwriter makes the following representation and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. *Not a Sanctioned Company.* The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. *No Boycott of Israel.* The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. *No Discrimination Against Firearm Entities.* The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

d. *No Boycott of Energy Companies.* The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

23. Form 1295. Submitted herewith (or on a date prior hereto) is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement

generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

24. Underwriter Standing Letter and Bringdown Verification. The Underwriter represents that it has, or will have prior to the date of Closing, on file with the Texas Attorney General a standing letter addressing the representation and verifications contained in Section 22 of this Agreement in a form accepted by the Texas Attorney General. In addition, if the Underwriter or the parent company, a wholly- or majority-owned subsidiary or another affiliate of the Underwriter receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a "Comptroller Request Letter"), such Underwriter shall promptly notify the City and Bond Counsel (if it has not already done so) and provide to the City or Bond Counsel, two Business Days prior to Closing and additionally upon request by the City or Bond Counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the City and the Texas Attorney General (the "Bringdown Verification"). The Bringdown Verification shall also confirm that the Underwriter (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Underwriter that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

25. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The City and the Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

Signature pages follow.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Accepted at _____ a.m./p.m. central time on the date first stated above.

City of Celina, Texas

By: _____
City Manager

SCHEDULE I

$5,448,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2 PROJECT)

Interest Accrues From: Closing Date

$_____ _____% Term Bonds, Due September 1, 20___, Priced to Yield _____% [(a)(b)(c)(d)]

(a) The initial reoffering prices or yields of the Bonds have been determined in accordance with the 10% test.

(b) The Bonds maturing on and after September 1, 20__, may be redeemed before their scheduled maturity date, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date fixed for redemption.

(c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS – Redemption Provisions."

(d) The Bonds are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedules.

$_____ Term Bonds maturing September 1, 20__

Redemption Date	**Sinking Fund Installment Amount**

† Stated maturity.

APPENDIX A

FORM OF DEVELOPER'S LETTER OF REPRESENTATIONS

$5,448,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2 PROJECT)

DEVELOPER'S LETTER OF REPRESENTATIONS

March 10, 2026

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $5,448,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #2 Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, Taylor Morrison of Texas, Inc., a Texas corporation (the "Developer"), makes the representations, warranties, and covenants contained in this Developer's Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer's Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer's Letter of Representations up to and including the date the Underwriter is no longer

required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer's Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in all maps included therein and under the captions and subcaptions "PLAN OF FINANCE – Development Plan" and "– Homebuilders; Single-Family Option Agreement; Lot Purchase and Sale Agreement," "OVERLAPPING TAXES AND DEBT – Homeowners' Association Dues," "THE IMPROVEMENT AREA #2 IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPER" and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #2 Improvements, and the Development (as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Developer," "CONTINUING DISCLOSURE – The Developer" and "– The Developer's Compliance with Prior Undertakings," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX E-2," "APPENDIX F," "APPENDIX G," and "APPENDIX H" (collectively, the "Developer Disclosures") in accordance with subsection 4(f) herein.

3. Developer Documents. The Developer has executed and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

a. this Developer's Letter of Representations;

b. the Development Agreement;

c. the Single-Family Option Agreement (as defined in the Preliminary Limited Offering Memorandum);

d. the Construction, Funding, and Acquisition Agreement; and

e. the Continuing Disclosure Agreement of Developer.

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Developer is duly organized and validly existing as a corporation under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the "Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction, or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party.

d. No Litigation. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer's Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. No "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which the Developer is a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Improvement Area #2 Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default" by the Developer has occurred and is continuing.

5. Indemnification.

a. The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees, and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act of 1933 or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer's Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement, or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer, or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer's Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer's Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer's Letter of Representations.

Signature page follows.

Dated: March 10, 2026

TAYLOR MORRISON OF TEXAS, INC.,
a Texas corporation

By:_____
Name:_____
Title: _____

APPENDIX B

$5,448,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2 PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of FMSbonds, Inc. ("FMS"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds") of the City of Celina, Texas (the "Issuer").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) FMS offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement for the Bonds, FMS has agreed in writing on or prior to the Sale Date that (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth Business Day after the Sale Date, or (ii) the date on which FMS sold at least 10% of such Hold-the-Offering-

Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is March 10, 2026.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail or other third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The remainder of this page is left blank intentionally.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents FMS's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Tax Exemption with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

EXECUTED and DELIVERED as of this _____, 2026.

FMSbonds, Inc.,
as Underwriter

By:_____
Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(*Attached*)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

APPENDIX C

LETTERHEAD OF MESSER FORT, PLLC

March 31, 2026

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue,
Suite 3600
Dallas, Texas 75201-7932

U.S. Bank Trust Company, National Association, as Trustee
111 Filmore Avenue East
St. Paul, Minnesota 55107
Attn: Bond Operations

Greenberg Traurig, LLP
2200 Ross Avenue, Suite 5200
Dallas, Texas 75201

$5,448,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT)

Ladies and Gentlemen:

We are the Attorney for the City of Celina, Texas (the "City"), and are rendering this opinion in connection with the issuance and sale of $5,448,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #2 Project)" (the "Bonds"), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. _____ and enacted by the City Council of the City (the "City Council") on March 10, 2026 (the "Bond Ordinance"), and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act"), the Indenture of Trust, dated as of March 1, 2026 (the "Indenture"), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The Bonds are being sold to FMSbonds, Inc. pursuant to the Bond Purchase Agreement dated March 10, 2026, between the City and FMSbonds Inc. (the "Bond Purchase Agreement"). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In our capacity as City Attorney, and for the purpose of rendering opinions set forth herein, we have reviewed the following:

(a) Resolution No. 2023-31R enacted by the City Council on April 11, 2023 (the "Creation Resolution");

(b) The Assessment Ordinances;

(c) The Bond Ordinance;

(d) The Indenture;

(e) the Development Agreement;

(f) the Construction, Funding, and Acquisition Agreement; and

(g) That certain Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of March 1, 2026, executed and delivered by the City, MuniCap, Inc., as Administrator (the "Administrator"), and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent.

The Creation Resolution, the Assessment Ordinances, and the Bond Ordinance shall hereinafter be referred to as the "Authorizing Documents" and the remaining documents shall hereinafter be collectively referred to as the "Reviewed Documents."

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution, and delivery of each of the Reviewed Documents by all parties thereto other than the City; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on **Exhibit A** attached to this letter and the exclusions set forth on **Exhibit B** attached to this letter. Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Developer's Closing Certificate delivered pursuant to the Bond Purchase Agreement; (d) the Developer's Letter of Representations delivered pursuant to the Bond Purchase Agreement; (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Greenberg Traurig, LLP ("Developer's Counsel"); (f) the Appraiser's Letter of Representations and the Administrator's Letter of Representations, both delivered pursuant to the Bond Purchase Agreement (collectively, the "Reliance Materials"). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances, or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance

Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in the light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

The opinions expressed herein are subject to the correctness in understanding that no beneficiary to this opinion letter may rely on this opinion letter to the extent that such beneficiary or its counsel has actual knowledge of any: (a) applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts, or circumstances; and (b) judicial decision which would make the opinions set forth herein incorrect.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Messer Fort, PLLC attorneys who have given substantive attention to matters concerning the City during the course of our representation of the City in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular, our response does not include matters known to any attorney of our firm in a capacity other than as counsel to the City. In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge," "our actual knowledge" and similar expressions signify that, in the course of our representation of the City the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Further, the words "our knowledge," "our actual knowledge" and similar expressions used in this opinion letter are intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in preparation of the Reviewed Documents in representation of the City. We have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the Reviewed Documents. The City has taken or obtained all actions, approvals, consents, and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the Reviewed Documents and the performance of its obligations thereunder.

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry, or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting, or seeking to prohibit, restrain, or enjoin the delivery of any of the Bonds, or the payment, collection, or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Improvement Area #2 Assessments in Improvement

Area #2 of the District pursuant to the provisions of the Assessment Ordinances, and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the Reviewed Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The Reviewed Documents have been duly authorized, executed and delivered by the City and remain legal, valid, and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such Reviewed Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the Reviewed Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

6. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES – Assessment Methodology" (first paragraph only), "THE CITY – Background" and "– City Government," "THE DISTRICT – General" and "– Powers and Authority of the City," "LEGAL MATTERS – Litigation – The City" are a fair and accurate summary of the laws and the documents and facts summarized therein.

7. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the Reviewed Documents.

8. The adoption of the Authorizing Documents and the execution and delivery of the Reviewed Documents and the compliance with the provisions of the Authorizing Documents and the Reviewed Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order, or consent decree to which the City is subject.

The foregoing opinions are, with your concurrence, predicated on, limited by, and qualified in their entirety by the following:

(a) The foregoing opinions are based on and limited to the laws of the State of Texas, and we render no opinion with respect to the federal laws of the United States or to the laws of any other jurisdiction.

(b) We express no opinion with respect to the enforceability of provisions of the Reviewed Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on, or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third parties; (vi) evidentiary standards; (vii) waiver of rights to notice or the obligations of good faith, fair, dealing, diligence or reasonableness; (viii) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability; (ix) the availability of specific performance, injunctive relief or any other equitable remedy (regardless of whether such question is considered in a proceeding in equity or at law); (x) fixed, stipulated or liquidated damages; (xi) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the Reviewed Documents; (xii) authorizing any party to exercise any rights other than in accordance with applicable law; (xiii) liability of any party for payment of any amount payable under the Reviewed Documents to the extent such amounts (A) accrue, or are attributable to any period of time, after the termination of any of the Reviewed Documents, (B) allow any other party to recover more than the "benefit of its bargain" or (C) exceed the amount of any party's actual damages; (xiv) rendering inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); (xv) requiring all amendments, waivers and terminations be in writing or requiring disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxii) an exemption from any sales or other taxes; (xxiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor's rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers,

police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

We express no opinion as to the laws of any jurisdiction other than the laws of Texas and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of Texas and the United States of America as currently in effect.

We assume there are no material misstatements in the legal opinions delivered by the other parties and entities to this transaction; and further specifically rely upon Bond Counsel to the City with regard to the Bond Ordinance, Indenture, Continuing Disclosure Agreement of Issuer, bond purchase agreement or other documents prepared, delivered or executed in connection with the Bonds and Bond documents, and the Attorney General's review and approval of the transaction.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the transactions described therein, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. This opinion letter does not constitute a warranty or guarantee or an opinion as to matters of fact and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,

MESSER FORT, PLLC

By: Julie Fort
City Attorney

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;

2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;

4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;

5. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the City, the Reviewed Documents are enforceable against the other parties thereto;

6. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;

7. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents;

8. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents;

9. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP, Bond Counsel to the City; and (ii) Greenberg Traurig, LLP, Developer's Counsel;

10. There are no material misstatements in the Letters of Representations delivered pursuant to the Bond Purchase Agreement by Municap, Inc., Administrator, and Peyco Southwest Realty, Inc., Appraiser;

11. None of the parties to the Reviewed Documents (other than the City) is a party to any court or regulatory proceeding relating to or otherwise affecting the Reviewed Documents or is subject to any order, writ, injunction, or decree of any court or federal, state, or local governmental agency or commission that would prohibit the execution and delivery of the Reviewed Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof; and

12. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an administrative body and not adjudicated invalid or unenforceable are valid and enforceable.

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

None of the opinions expressed in the letter to which this Exhibit B is attached include any implied opinion unless such implied opinion is both (a) essential to the legal conclusion reached by the express opinions set forth in this letter and (b) based upon prevailing norms and expectations among experienced lawyers in the State of Texas, reasonable in the circumstances. Moreover, unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions do not address any of the following legal issues or the effects thereof on the transactions evidenced by the Bond Purchase Agreement or any other documents prepared, delivered, or executed in connection with the Bonds (the "***Bond Documents***"), and we specifically express no opinion with respect to the Bond Documents:

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state "***Blue Sky***" laws and regulations.

2. The compliance or noncompliance by the Underwriter, the Trustee, the Developer, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;

3. Compliance with fiduciary duty requirements;

4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.

5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;

6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;

7. The recordation or filing of any Bond Documents or related documents;

8. Federal and state environmental laws and regulations;

9. Federal and state land use and subdivision laws and regulations;

10. Federal and state tax laws and regulations;

11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

12. Federal and state racketeering laws and regulations (e.g., RICO);

13. Federal and state health and safety laws and regulations (e.g., OSHA);

14. Federal and state labor laws and regulations;

15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws; and

16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

APPENDIX D

March 31, 2026

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue,
Suite 3600
Dallas, Texas 75201-7932

U.S. Bank Trust Company National Association,
as Trustee
Attn: Bond Operations
111 Filmore Avenue East
St. Paul, Minnesota 55107

Messer Fort, PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

$5,448,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2 PROJECT)

Ladies and Gentlemen:

I. Introduction

We have acted as special counsel to Taylor Morrison of Texas, Inc., a Texas corporation (the "Developer"), in connection with the issuance and sale by the City of Celina, Texas (the "City"), of $5,448,000 City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #2 Project) (the "Bonds"), pursuant to the Indenture of Trust, dated as of March 1, 2026 (the "Indenture"), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Cross Creek Meadows" (the "Development") located within the corporate boundaries of the City.

The Bonds are being sold by FMSbonds, Inc. (the "Underwriter"), pursuant to that certain Bond Purchase Agreement, dated March 10, 2026 (the "Bond Purchase Agreement"), between the City and the Underwriter. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents (collectively, the "Material Documents"):

(1) the Development Agreement;

(2) the Construction, Funding, and Acquisition Agreement;

(3) the Continuing Disclosure Agreement of Developer;

(4) the Developer's Letter of Representations;

(5) the Developer's Closing Certificate; and

(6) the General Certificate of the Developer with respect to the Bonds, dated as of March 31, 2026 (the "Developer Certificate").

(b) The Preliminary Limited Offering Memorandum, dated February 24, 2026, relating to the issuance of the Bonds (the "Preliminary Limited Offering Memorandum");

(c) The final Limited Offering Memorandum, dated March 10, 2026, relating to the issuance of the Bonds (the "Limited Offering Memorandum"); and

(d) Such other documents, records, agreements, and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the Developer the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words "our knowledge" and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer), that: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto (other than the authorization, execution, and delivery by the Developer) and that each such document constitutes a valid, binding, and enforceable obligation of each party (other than the Developer) thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its obligations under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv)

the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental entity of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction, or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified, or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction, or decree of any court or federal, state, or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than the Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

II. Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

(a) The Developer is a corporation formed under the laws of the State of Texas and qualified to transact business as a corporation, and in good standing under the laws of the State of Texas.

(b) The Developer has the power and authority to execute and deliver the Material Documents to which it is a party, and to perform its obligations thereunder.

(c) The execution and delivery by the Developer of the Material Documents to which it is a party, and the performance by the Developer of its obligations under the Material Documents will not (i) violate any applicable law; or (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its obligations under the Material Documents to which it is a party.

(d) To our knowledge, no governmental approval which has not been obtained is required to be obtained by the Developer on or before the date hereof as a condition to the performance by the Developer of its obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

(e) Based solely on the Developer Certificate, the Developer has duly executed and delivered each of the Material Documents to which it is a party, and each of the Material Documents constitute the legal, valid, and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally, (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part. The execution, delivery, and performance by the Developer of its obligations under the Material Documents do not violate any existing laws of the State of Texas applicable to the Developer.

(f) To our knowledge, there are no actions, suits, or proceedings pending or threatened against the Developer identified in the Developer Certificate, or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to: (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Material Documents to which it is a party; (iii) the titles of the parties executing the Material Documents; (iv) the execution, delivery, validity, or enforceability of the Material Documents on behalf of the Developer; (v) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial condition of the Developer; or (vi) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

(g) Based solely on the Developer Certificate, the execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, indenture, bond note, resolution, agreement, or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Developer Certificate, which violation, breach, or default would materially adversely affect the Developer or its performance of its respective obligations under the

transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable law, or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

(h) The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "PLAN OF FINANCE – Development Plan" and "– Homebuilders; Single-Family Option Agreement; Lot Purchase and Sale Agreement," "OVERLAPPING TAXES AND DEBT – Homeowners' Association Dues," "THE IMPROVEMENT AREA #2 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #2 Improvements, and the Development (as defined in the Limited Offering Memorandum))," "LEGAL MATTERS – Litigation – The Developer," and "CONTINUING DISCLOSURE – The Developer," and "– The Developer's Compliance with Prior Undertakings" adequately and fairly describe the information summarized under such captions and are correct as to matters of law.

(i) Subject to the below qualifications and based upon our participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and our participation at conferences with representatives of the Underwriter and its counsel, of the City and its counsel, and with representatives of the Developer at which the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum and as of March 10, 2026, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

III. Qualifications

In addition to any assumptions, qualifications, and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees, or orders or the pendency of any actions, proceedings, investigations, or litigation.

(b) We have relied upon the Developer Certificate, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our

opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents, or the representations contained therein. With respect to our opinion in II(a) relating to the Developer's good standing, we have relied solely on a Certificate of Fact being issued by the Secretary of State of Texas with respect to the Developer and an online search of the Franchise Tax Account Status page of the website of the Texas Comptroller of Public Accounts which indicated the right of the Developer to do business in the State of Texas is intact.

(c) Our opinion is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith, and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws, and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship, and other laws applicable to creditors' rights or

the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas, and other laws or court decisions limiting the rights of creditors to repossess, foreclose, or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction, or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisement, valuation, stay of execution, redemption, extension of time for payment, setoff, and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal, or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Very truly yours,

APPENDIX E

DEVELOPER'S CLOSING CERTIFICATE

Taylor Morrison of Texas, Inc., a Texas corporation (the "Developer"), DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Developer is a Texas corporation organized, validly existing, and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter") to be used in connection with the offering by the City of its $5,448,000 aggregate principal amount of Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #2 Project) (the "Bonds"), pursuant to the Preliminary Limited Offering Memorandum, dated February 24, 2026 (the "Preliminary Limited Offering Memorandum"), and Limited Offering Memorandum dated March 10, 2026 (the "Limited Offering Memorandum").

3. The Developer has delivered to the Underwriter and the City true, correct, complete, and fully executed copies of the Developer's organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State, and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer, both dated within 10 days of the date hereof.

5. The Developer has executed and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, except as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or similar laws or equitable principles affecting the rights of creditors generally:

(a) the Developer's Letter of Representations, dated March 10, 2026;

(b) the Development Agreement;

(c) the Single-Family Option Agreement (as defined in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum);

(d) the Construction, Funding, and Acquisition Agreement; and

(e) the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of March 1, 2026, executed and delivered by the Developer, MuniCap, Inc., as Administrator, and HTS Continuing Disclosure, a division of Hilltop Securities Inc., as Dissemination Agent.

6. The Developer owned all of the Assessed Property located in Improvement Area #2 of the District on the date that the Assessment Ordinances were adopted and is not an entity that may claim a homestead right under Texas law.

7. The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

9. The execution and delivery of the Developer Documents by the Developer do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the Developer is a party or is otherwise subject which violation, breach, or default would materially adversely affect the Developer or its performance of its obligations under the transactions described in the Developer Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Developer Documents under (i) applicable law, or (ii) any such loan agreement, indenture, bond, note, resolution, agreement, or other instrument.

10. The execution and delivery of the Developer Documents by the Developer do not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

11. The Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps therein and under the captions and subcaptions "PLAN OF FINANCE – Development Plan" and – Homebuilders; Single-Family Option Agreement; Lot Purchase and Sale Agreement," "OVERLAPPING TAXES AND DEBT – Homeowner's Association Dues," "THE IMPROVEMENT AREA #2 IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPER" and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #2 Improvements, and the Development (as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Developer," "CONTINUING DISCLOSURE – The

Developer" and "– The Developer's Compliance with Prior Undertakings," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX E-2," "APPENDIX F," "APPENDIX G," and "APPENDIX H" (collectively, the "Developer Disclosures") and certifies that the information contained in the Developer Disclosures is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum, and as of the date of the Limited Offering Memorandum; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum.

12. The Developer has reviewed and approved the information contained in the Developer Disclosures in the Limited Offering Memorandum and certifies that the same is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Limited Offering Memorandum and as of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

13. To the Developer's knowledge, the Developer is in compliance in all material respects with all provisions of applicable law relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of the property within Improvement Area #2 of the District as described in the Limited Offering Memorandum; and (b) the Developer has no reason to believe that any additional permits, consents and licenses required to complete the development of the property within Improvement Area #2 of the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

14. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed, or consented to a petition in bankruptcy, petitioned or applied (or consented to any third-party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

15. The levy of the Improvement Area #2 Assessments on property in the District owned by the Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture, or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

16. The Developer is not in default under any mortgage, trust indenture, lease, or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Developer's ability to perform its obligations under the Developer Documents.

17. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state, or local governmental laws or regulations relating to the environment in any material and adverse respect.

18. No liens exist on land in Improvement Area #2 of the District on the date hereof.

Signature page follows.

Dated: March 31, 2026

DEVELOPER:

TAYLOR MORRISON OF TEXAS, INC.,
a Texas corporation

By:_____
Name:_____
Title: _____

APPENDIX F

LETTERHEAD OF PEYCO SOUTHWEST REALTY, INC.

_____, 2026

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-2784

U.S. Bank Trust Company, National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #2 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of Peyco Southwest Realty, Inc. (the "Appraiser"), the appraiser of the undeveloped property contained in Cross Creek Meadows Public Improvement District (the "District"), does hereby represent the following:

1. The Appraiser has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated February 24, 2026, and the Limited Offering Memorandum for the Bonds, dated March 10, 2026 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City of Celina, Texas, as described above. The information the Appraiser provided for the Limited Offering Memorandum is the real estate appraisal of the property in the District, located in APPENDIX I to the Limited Offering Memorandum, and the description thereof, set forth under the caption "APPRAISAL."

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. Appraiser agrees to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of its name in the Limited Offering Memorandum for the Bonds.

4. Appraiser agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about March 31, 2026) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any statement in the Appraisal materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

PEYCO SOUTHWEST REALTY, INC.

By: _____

Its: _____

EXHIBIT G

LETTERHEAD OF MUNICAP, INC.

March __, 2026

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-2784

U.S. Bank Trust Company, National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #2 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of MuniCap, Inc. ("MuniCap," "we," or "our"), consultant in connection with the creation by the City of Celina, Texas (the "City"), of Cross Creek Meadows Public Improvement District (the "District"), does hereby represent the following:

1. MuniCap has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated February 24, 2026, and the final Limited Offering Memorandum for the Bonds, dated March 10, 2026 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City, as described above. The information MuniCap provided for the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES," "THE DISTRICT – Collection and Delinquency History in the District," "– Prepayment History," "– Foreclosure History," and "THE ADMINISTRATOR" and (b) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX C to the Limited Offering Memorandum.

2. At the request of the City, MuniCap has prepared the SAP and acknowledges and agrees that the SAP will be included in the Limited Offering Memorandum for the Bonds.

3. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described in paragraph 1 above do not contain an untrue statement of a material fact as to the information and data set forth therein and do not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

4. We agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of our name in the Limited Offering Memorandum for the Bonds.

5. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter

and prior to the actual time of delivery of the Bonds (anticipated to occur on or about March 31, 2026) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

6. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

MUNICAP, INC.

_____

By: _____

Its: _____

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2 PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer, dated as of March 1, 2026 (this "Disclosure Agreement"), is executed and delivered by and among the City of Celina, Texas (the "Issuer"), MuniCap, Inc. (the "Administrator"), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., acting solely in its capacity as dissemination agent (the "Dissemination Agent"), with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #2 Project)" (the "Bonds"). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of March 1, 2026, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, the following capitalized terms shall have the following meanings:

"Annual Collections Report" shall mean any Annual Collections Report provided by the Issuer pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Annual Collections Report Filing Date" shall mean, for each Fiscal Year succeeding the reporting Fiscal Year, the date that is three (3) months after the Final Assessment Payment Date, which Annual Collections Report Filing Date is currently April 30.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in subsection 4(a) of this Disclosure Agreement.

"Annual Financial Statements" shall mean audited or unaudited financial statements of the Issuer prepared in accordance with generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

"Annual Financials Filing Date" shall mean, for each Fiscal Year, the date on which the Annual Financial Statements must be filed with the MSRB, which date is twelve (12) months after the end of the Issuer's Fiscal Year. The Annual Financials Filing Date is currently September 30.

"Annual Information Filing Date" shall mean, for each Fiscal Year, the date on which the Annual Financial Information must be filed with the MSRB, which date is six (6) months after the end of the Issuer's Fiscal Year. The Annual Information Filing Date is currently March 31.

"Assessments" shall have the meaning given to the term "Improvement Area #2 Assessments" in the Indenture.

"Collections Reporting Date" shall mean, for each Tax Year, the date that is one (1) month after the Delinquency Date, which Collections Reporting Date is currently March 1.

"Delinquency Date" shall mean February 1 of the year following the year in which the Assessments were billed or as may be otherwise defined in Section 31.02 of the Texas Tax Code, as amended.

"Disclosure Agreement of Developer" shall mean the Continuing Disclosure Agreement of Developer relating to the Bonds, dated as of March 1, 2026, executed and delivered by the Developer, the Administrator, and the Dissemination Agent.

"Disclosure Representative" shall mean the Director of Finance or City Manager of the Issuer or his or her designee or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access system currently available on the internet at http://emma.msrb.org.

"Filing Date" means any one or all of the Annual Financials Filing Date, Annual Information Filing Date, and Annual Collections Report Filing Date.

"Final Assessment Payment Date" shall mean the calendar day preceding the Delinquency Date.

"Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the Issuer's fiscal year, currently the twelve-month period from October 1 through September 30.

"Listed Events" shall mean any of the events listed in subsection 6(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reports pursuant to the Rule.

"Participating Underwriter" shall mean FMSbonds, Inc., and its successors and assigns.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Tax Year" means the calendar year, or as may be otherwise defined in Section 1.04 of the Texas Tax Code, as amended.

SECTION 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) For each Fiscal Year, commencing with the Fiscal Year ending September 30, 2026, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, the Annual Financial Information and the Annual Financial Statements, as follows:

(i) The Issuer shall provide or caused to be provided the Annual Financial Information to the MSRB not later than the Annual Information Filing Date; and

(ii) The Issuer shall provide or caused to be provided audited Annual Financial Statements to the MSRB not later than the Annual Financials Filing Date, or if audited Annual Financial Statements are not available by the Annual Financials Filing Date, unaudited Annual Financial Statements, provided to the Dissemination Agent which is consistent with the requirements specified in Section 4 of this Disclosure Agreement.

In each case, the Annual Financial Information and Annual Financial Statements may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next Annual Information Filing Date. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) Not later than ten days prior to the applicable Filing Date, the Issuer shall provide the Annual Financial Information or Annual Financial Statements, as the case may be, to the Dissemination Agent together with written direction to file such with the MSRB. The Dissemination Agent shall provide such Annual Financial Information or Annual Financial Statements to the MSRB not later than ten days from receipt of such from the Issuer, but in no event later than the applicable Filing Date for such Fiscal Year.

If by the fifth (5^{th}) day before the applicable Filing Date, the Dissemination Agent has not received a copy of the Annual Financial Information or Annual Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Financial Information or Annual Financial Statements pursuant to subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Financial

Information or Annual Financial Statements, as applicable, no later than two Business Days prior to the applicable Filing Date; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Financial Information by the Annual Information Filing Date or the Annual Financial Statements by the Annual Financials Filing Date, as applicable, state the date by which the Annual Financial Information or Annual Financial Statements for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Financial Information, Annual Financial Statements, or the notice of failure to file, as applicable, to the MSRB, no later than the applicable Filing Date; provided further, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than the applicable Filing Date.

(c) The Dissemination Agent, pursuant to written direction, shall:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Financial Information and the Annual Financial Statements on the dates required in subsection (a);

(ii) on behalf of the Issuer, file the Annual Financial Information and the Annual Financial Statements containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Financial Information and the Annual Financial Statements, as applicable, and the Dissemination Agent has filed such Annual Financial Information or Annual Financial Statements with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Financial Information or Annual Financial Statements has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which report shall include a filing receipt from the MSRB.

SECTION 4. Content and Timing of Annual Financial Information and Annual Financial Statements.

(a) *Annual Financial Information*. The Annual Financial Information for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Information Filing Date, the following Annual Financial Information (any or all of which may be unaudited):

(i) Information regarding the Bonds and the Trust Estate in substantially similar form to that shown in the tables provided under Sections 4(a)(i) of Exhibit B attached hereto. Such information shall be provided as of the end of the Fiscal Year to which the information being reported relates.

(ii) Financial information and operating data with respect to the Issuer of the general type and in substantially similar form to that shown in the tables provided under Sections 4(a)(ii) of Exhibit B attached hereto. Such information shall be provided as of the end of the Fiscal Year to which the information being reported relates.

(iii) Any updates to the Service and Assessment Plan, including the Annual Service Plan Update.

(iv) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) *Annual Financial Statements*. The Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Financials Filing Date the audited Annual Financial Statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If the audited Annual Financial Statements of the Issuer are not available by the Annual Financials Filing Date, the Issuer shall provide unaudited Annual Financial Statements of the Issuer no later than the Annual Financials Filing Date and audited Annual Financial Statements when and if available.

(c) The Issuer has designated MuniCap, Inc. as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Financial Information under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference. The Dissemination Agent has no duty or obligation to determine whether or not the information contained in any completed forms containing financial information and operating data as shown in Exhibit B provided to it has been accurately completed and shall only be required to file the forms as completed and provided to it by either the Administrator or the Issuer.

SECTION 5. Annual Collections Report.

(a) For each Fiscal Year succeeding the reporting Fiscal Year, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, not later than the Annual Collections Report Filing Date, an Annual Collections Report provided to the Dissemination Agent which complies with the requirements specified in this Section 5; provided that the Issuer may provide the Annual Collections Report as part of the Annual Financial Information, if such Annual Collections Report is available when the Annual Financial Information is provided to the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the Annual Collections Report Filing Date, the Issuer shall provide the Annual Collections Report to the Dissemination Agent together with written direction to file such Annual Collections Report with the MSRB. The Dissemination Agent shall provide such Annual Collections Report to the MSRB not later than ten (10) days from receipt of such Annual Collections Report from the Issuer, but in no event later than the Annual Collections Report Filing Date.

If by the fifth (5^{th}) day before the Annual Collections Report Filing Date the Dissemination Agent has not received a copy of the Annual Collections Report, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking

to provide the applicable Annual Collections Report pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Collections Report no later than two (2) Business Days prior to the Annual Collections Report Filing Date, or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Collections Report by the Annual Collections Report Filing Date, state the date by which the Annual Collections Report for such year will be provided, and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A hereto; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Collections Report or the notice of failure to file, as applicable, to the MSRB no later than the Annual Collections Report Filing Date; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than on the last Business Day prior to the Annual Collections Report Filing Date; or the Issuer will notify the Dissemination Agent in writing that the Issuer will provide or cause to be provided the Annual Collections Report to the MSRB through alternate means. If the Issuer so notifies the Dissemination Agent, the Issuer will provide the Dissemination Agent with a written report certifying that the Annual Collections Report has been provided to the MSRB pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB prior to the second (2nd) Business Day prior to the Annual Collections Report Filing Date. In the event the Issuer fails to provide the Dissemination Agent with such a report, the Dissemination Agent shall file a notice of failure to file no later than the applicable Annual Collections Report Filing Date.

(b) The Annual Collections Report for the Bonds shall contain, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Collections Report Filing Date, certain financial information and operating data with respect to collection of the Assessments of the general type and in substantially similar form to that shown in the tables provided in Exhibit C attached hereto. Such information shall cover the period beginning the first (1st) day of the Fiscal Year succeeding the reporting Fiscal Year through the Collections Reporting Date. If the State Legislature amends the definition of Delinquency Date or Tax Year, the Issuer shall file notice of such change or changes with the MSRB prior to the next Annual Collections Report Filing Date. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Collections Report. In all cases, the Issuer shall have the sole responsibility for the content, design, and other elements comprising substantive contents of the Annual Collections Report under this Section 5.

SECTION 6. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 6, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the Bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Any sale by the Developer of real property within Improvement Area #2 in the ordinary course of the Developer's business will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC

Release No. 34-83885, dated August 20, 2018. For the avoidance of doubt, the incurrence of Refunding Bonds without the filing of a corresponding official statement with the MSRB will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with this Section 6 must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than one Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event; provided, however, the failure of the Issuer to provide timely written notice to the Dissemination Agent in accordance with this paragraph shall not constitute a failure of the Dissemination Agent to comply with the MSRB's ten (10) Business Day filing requirement.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information.

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 6. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 6 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed in writing by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than one (1) Business Day following the day on which it receives such written instructions. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, any Owner or beneficial owner of any interests in the Bonds, or any other party as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to Bond calls only), 10, 13, 14, or 15 of subparagraph (a) above is <u>not</u> material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after the occurrence of the event, notify the

Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 7. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator, and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent and the Administrator of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Administrator and the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until they receive written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent and the Administrator may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 6(a).

SECTION 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer discharges the Dissemination Agent without appointing a successor Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within 30 days of such discharge. The Dissemination Agent may resign at any time with 30 days' written notice to the Issuer. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent.

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer, the Administrator, and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested in writing by the Issuer or the Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5, or 6(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Financial Information, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(a), and (ii) the Annual Financial Information for the Fiscal Year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information, Annual Financial Statements, Annual Collections Report, or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Financial Information, Annual Financial Statements, Annual Collections Report, or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information, Annual Financial Statements, Annual Collections Report, or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Dissemination Agent (at the written request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement shall not be deemed a default under the Disclosure Agreement of Developer and a default under the Disclosure Agreement of Developer shall not be deemed a default under this Disclosure Agreement.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to indemnify and hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only from Administrative Expenses collected from the owners of Assessed Property in Improvement Area #2, against any loss, expense, and liabilities which it may incur arising out of or in

the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive termination of this Disclosure Agreement, resignation or removal of the Dissemination Agent, and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. If the Issuer does not provide the Dissemination Agent with the Annual Financial Information or Annual Financial Statements in accordance with subsection 3(a) or the Annual Collections Report in accordance with subsection 5(a), the Dissemination Agent shall not be responsible for the failure to submit Annual Financial Information, Annual Financial Statements, or an Annual Collections Report, as applicable, to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The Issuer, the Administrator, and the Dissemination Agent agree that the legal expenses of the Dissemination Agent which it is expressly entitled to be paid pursuant to this subsection 12(a) constitute Administrative Expenses.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only from Administrative Expenses collected from the owners of Assessed Property in Improvement Area #2, against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action

taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The Issuer, the Administrator, and the Dissemination Agent agree that the legal expenses of the Administrator which it is expressly entitled to be paid pursuant to this subsection 12(b) constitute Administrative Expenses.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY PARTY TO THIS DISCLOSURE AGREEMENT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. EXCEPT AS DESCRIBED IN SECTION 11 WITH RESPECT TO THE DISSEMINATION AGENT, NEITHER THE DISSEMINATION AGENT NOR THE ADMINISTRATOR ARE UNDER ANY OBLIGATION TO BRING SUCH AN ACTION.

SECTION 13. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit D which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds, or any other document related to the Bonds.

SECTION 14. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator, or the Dissemination Agent in other than that person's official capacity.

SECTION 15. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 16. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 17. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 18. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Administrative Expenses component of the Annual Installments collected from the property owners in Improvement Area #2, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 19. Statutory Verifications. The Dissemination Agent and the Administrator, each individually, make the following representation and verifications pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Disclosure Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator, as the case may be, within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Disclosure Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Disclosure Agreement, notwithstanding anything in this Disclosure Agreement to the contrary.

(a) *Not a Sanctioned Company*. The Dissemination Agent and the Administrator, each individually, represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Dissemination Agent and the Administrator and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) *No Boycott of Israel*. The Dissemination Agent and the Administrator, each individually, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) *No Discrimination Against Firearm Entities*. The Dissemination Agent and the Administrator, each individually, hereby verifies that it and its parent company, wholly- or majority-

owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) *No Boycott of Energy Companies*. The Dissemination Agent and the Administrator, each individually, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

SECTION 20. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement. Submitted herewith is a completed Form 1295 in connection with the Administrator's participation in the execution of this Disclosure Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Issuer hereby confirms receipt of the Form 1295 from the Administrator, and the Issuer agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Administrator and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number, neither the Issuer nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Administrator; and, neither the Issuer nor its consultants have verified such information.

SECTION 21. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 22. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Issuer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

Signature pages follow.

CITY OF CELINA, TEXAS

By: _____
City Manager

HTS Continuing Disclosure Services, a division of
Hilltop Securities Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

MuniCap, Inc.
(as Administrator)

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE [ANNUAL FINANCIAL INFORMATION][ANNUAL FINANCIAL STATEMENTS][ANNUAL COLLECTIONS REPORT]

Name of Issuer:	City of Celina, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #2 Project) (the "Bonds")
CUSIP Nos.	[insert CUSIP Nos.]
Date of Delivery:	_____, 20__

NOTICE IS HEREBY GIVEN that the City of Celina, Texas (the "Issuer"), has not provided the [Annual Financial Information][Annual Financial Statements][Annual Collections Report] with respect to the Bonds as required by the Continuing Disclosure Agreement of Issuer dated as of March 1, 2026, by and among the Issuer, MuniCap, Inc., as "Administrator," and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as "Dissemination Agent." The Issuer anticipates that the [Annual Financial Information][Annual Financial Statements][Annual Collections Report] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., on behalf of the City of Celina, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

EXHIBIT B

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2 PROJECT)

ANNUAL FINANCIAL INFORMATION*

Delivery Date: _____, 20__

CUSIP Nos: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.
Address: [_____]
City: [_]
Telephone: (___) ___-____
Contact Person: Attn: _____

Section 4(a)(i)

BONDS OUTSTANDING

Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount
				–
				–
		Total		

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value(1)	Book Value(1)	Market Value(1)

(1) As such information is provided by the Trustee.

*Excluding audited financial statements of the Issuer

ASSETS AND LIABILITIES OF TRUST ESTATE

Cash Position of Trust Estate for statements dated September 30, 20[__]		
[List of Funds/Accounts Held Under Indenture]	Amount In the Fund	
Total		A
Bond Principal Amount Outstanding		B
Outstanding Assessment Amount to be collected		C
Net Position of Trust Estate and Outstanding Bonds and Assessments		A-B+C

September 30, 20[__] Trust Statements: □ Audited □ Unaudited

Accounting Type: □ Cash □ Accrual □ Modified Accrual

Section 4(a)(ii)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AND IN SUBSTANTIALLY SIMILAR FORM PROVIDED IN THE FOLLOWING TABLES AS OF THE END OF THE FISCAL YEAR

Debt Service Requirements on the Bonds

Year Ending (September 30)	Principal	Interest	Total

Top [Five] Assessment Payers in Improvement Area #2 (1)

Property Owner	No. of Parcels/Lots	Percentage of Parcels/Lots	Outstanding Assessments	Percentage of Total Assessments

(1) Does not include those owing less than one percent (1%) of total Assessments.

Assessed Value of Improvement Area #2 of the District

The [YEAR] certified total assessed value for the Assessed Property in Improvement Area #2 of the District is approximately $[AMOUNT] according to the Collin Central Appraisal District.

Foreclosure History Related to the Assessments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Delinquent Assessment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Assessment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
20__	$		$		$
20__					
20__					
20__					
20__					

[insert any necessary footnotes]

Collection and Delinquency History of Annual Installments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Total Annual Installment Billed	Parcels Levied[1]	Delinquent Amount as of 3/1	Delinquent % as of 3/1	Delinquent Amount as of [9/1]	Delinquent % as of [9/1]	Total Annual Installments Collected[2]
20__	$		$	%	$	%	$
20__							
20__							
20__							
20__							

[1] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

[2] [Does/does not] include interest and penalties.

Parcel Numbers for Delinquencies Equaling or Exceeding 10% of Annual Installments Due

For the past five Fiscal Years, if the total amount of delinquencies as of September 1 equals or exceeds ten percent (10%) of the amount of Annual Installments due, a list of parcel numbers for which the Annual Installments are delinquent.

Fiscal Year Ended (9/30)	Delinquent % as of 9/1	Parcel Numbers
20__	%	
20__		

History of Prepayment of Assessments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
		$		$
20__				
20__				
20__				
20__				
20__				

[insert any necessary footnotes]

ITEMS REQUIRED BY SECTION 4(a)(iii) - (iv)

[Insert a line item for each applicable listing]

EXHIBIT C

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2 PROJECT)

ANNUAL COLLECTIONS REPORT

Delivery Date: _____, 20__

CUSIP Nos: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.
Address: [_____]
City: [_____, Texas _____]
Telephone: (___) ___-____
Contact Person: Attn: _____

SELECT FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE COLLECTION OF ASSESSMENTS COVERING THE PERIOD BEGINNING WITH THE FIRST DAY OF THE FISCAL YEAR SUCCEEDING THE REPORTING FISCAL YEAR THROUGH THE COLLECTIONS REPORTING DATE PROVIDED IN COMPLIANCE WITH SUBSECTION 5(A) OF THE ISSUER'S DISCLOSURE AGREEMENT

Foreclosure History Related To The Annual Installments[(1)]

Succeeding Fiscal Year	Delinquent Annual Installment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Annual Installment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
20__	$		$		$

(i) Period covered includes October 1, 20__ through March 1, 20__.

Collection and Delinquency of Annual Installments [1]

Succeeding Fiscal Year	Total Annual Installments Levied	Parcels Levied[2]	Delinquent Amount as of 3/1	Delinquent % as of 3/1	Total Annual Installments Collected[3]
20__	$		$	%	$

[1] Period covered includes October 1, 20__ through March 1, 20__.

[2] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

[3] [Does/does not] include interest and penalties.

Prepayment of Assessments[1]

Succeeding Fiscal Year	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
		$		$

[1] Period covered includes October 1, 20__ through March 1, 20__.

EXHIBIT D

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]

Date	Delinquency Clock (Days)	Activity
January 31		Assessments are due.
February 1	1	Assessments are delinquent if not received.
February 15	15	Immediately upon receipt, but in no event later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies. Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. Issuer and Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September.
March 1	29/30	Trustee pays bond interest payments to Owners. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.
April 1	59/60	At this point, if total delinquencies are under 5% and if there is adequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account for full September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency.

[1] Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33, and 34, Texas Tax Code, as amended (the "Code"), and the Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas, an amendment to the Code, or otherwise, such modifications shall control.

July 1	**152/153**	**If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full September payment, Issuer and/or Administrator to notify Dissemination Agent in writing for inclusion in the next Annual Financial Information.** **Preliminary Foreclosure activity commences in accordance with Tax Assessor/Collector's procedures.** If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer. If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
August 15	197/198	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent and the Trustee. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198). **Foreclosure action to be filed with the court as soon as practicable, in accordance with the Tax Assessor/Collector's procedures**. **Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing for inclusion in next Annual Report**.

A committee of not less than twenty-five percent (25%) of the Owners may request a meeting with the Issuer to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day thirty (30) if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed five percent (5%), Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Annual Installments of Assessments.

EXHIBIT D

CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

THIS CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this "Agreement"), dated as of March 10, 2026, is by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality of the State of Texas (the "City"), and **TAYLOR MORRISON OF TEXAS, INC.**, a Texas corporation, (the "Developer").

ARTICLE I
DEFINITIONS

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Indenture (as hereinafter defined).

"Act" means the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended.

"Actual Costs" means the costs of the Improvement Area #2 Improvements actually paid or incurred for construction and installation of the Improvement Area #2 Improvements in accordance with the Service and Assessment Plan.

"Administrator" means, initially, MuniCap, Inc., or any other individual or entity designated by the City to administer the District.

"Annual Service Plan Update" means the annual update to the Service and Assessment Plan conducted by the Administrator pursuant to the Service and Assessment Plan and approved by ordinance adopted by the City.

"Authorized Improvements" means improvements authorized by Section 372.003(b) of the Act.

"Bond Ordinance" means the ordinance adopted by the City Council on March 10, 2026 authorizing the issuance of the Bonds pursuant to the Indenture.

"Bonds" means the City's bonds designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #2 Project)".

"Budgeted Costs" means the anticipated, agreed upon costs of the Improvement Area #2 Improvements as shown in Section III of the Service and Assessment Plan.

"Certification for Payment" means a certificate, substantially in the form of **Exhibit B** hereto or such other form agreed to by the Developer, the Administrator and the City

Representative, executed by or on behalf of the Developer, approved by a City Representative and delivered to a City Representative and the Trustee, specifying the amount of work performed and the amount charged for that work, including materials and labor costs, presented to the Trustee to request payment for Actual Costs of Improvement Area #2 Improvements under the Indenture.

"City Inspector" means an individual employed by or an agent of the City whose job is, in part or in whole, to inspect infrastructure to be owned by the City for compliance with all rules and regulations applicable to the development and the infrastructure inspected.

"City Manager" means the City Manager of the City, or its designee.

"City Representative" means the City Manager, or any other official or agent of the City later authorized by the City to undertake the action referenced herein.

"Closing Disbursement Request" means the certificate, substantially in the form of **Exhibit A** hereto or such other form agreed to by the Developer, Administrator, and City Representative, executed by or on behalf of the Developer, approved by a City Representative and delivered to a City Representative and the Trustee, specifying the amounts to be disbursed for the costs related to the creation of the District and the costs of issuance of the Bonds.

"Construction Contracts" means the contracts for the construction of an Improvement Area #2 Improvement. "Construction Contract" means any one of the Construction Contracts.

"Costs" means the Budgeted Costs or the Actual Costs of an Improvement Area #2 Improvement as reflected in a Construction Contract, if different than the Budgeted Costs.

"Costs of Issuance Account" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Cost Overrun" means, with respect to each Improvement Area #2 Improvement, the Actual Cost, as appropriate, of such Improvement Area #2 Improvement in excess of the Budgeted Cost.

"Cost Underrun" has the meaning assigned such term in Section 4.04 hereof

"Development Agreement" means that certain Amended and Restated Development Agreement (Tuscany Estates) between the City and CCD – Coit Land, LLC, approved by the City on August 10, 2021, as partially assigned to TM BTR of Texas, LLC and the Developer and as the same may be amended from time to time.

"District" shall mean the Cross Creek Meadows Public Improvement District created April 11, 2023.

"Final Completion" means completion of an Improvement Area #2 Improvement in compliance with existing City standards for dedication under the City's ordinances and the Development Agreement.

"Improvement Area #2" means the second improvement area to be developed and generally shown in Appendix A and described in Appendix C-4 to the Service and Assessment Plan.

"**Improvement Area #2 Assessments**" shall have the meaning ascribed to it in the Indenture.

"Improvement Area #2 Improvements" mean, collectively, the Phase #3 Improvements and the Phase #4 Improvements, which are described in Section III.D of the Service and Assessment Plan.

"Indenture" means that certain Indenture of Trust between the City and U.S. Bank Trust Company, National Association, as trustee, dated as of March 1, 2026 relating to the Bonds.

"Phase #3 Improvements" means the Authorized Improvements which benefit only Phase #3 of Improvement Area #2 of the District, as more particularly described in Section III.D of the Service and Assessment Plan.

"Phase #3 Improvements Account" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Phase #4 Improvements" means the Authorized Improvements which benefit only Phase #4 of Improvement Area #2 of the District, as more particularly described in Section III.D of the Service and Assessment Plan.

"Phase #4 Improvements Account" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Plans" means the plans, specifications, schedules and related construction contracts for the Improvement Area #2 Improvements, respectively, approved pursuant to the applicable standards, ordinances, procedures, policies and directives of the City, the Development Agreement, and any other applicable governmental entity.

"Project Fund" means the fund, including the accounts created and established under such fund, where monies from the proceeds of the sale of the Bonds, excluding those deposited in other funds in accordance with the Indenture, shall be deposited, and the fund by such name created under the Indenture.

"Service and Assessment Plan" means the Cross Creek Meadows Public Improvement District Service and Assessment Plan adopted by a City ordinance on March 10, 2026 by the City Council, prepared pursuant to the Act.

"Substantial Completion" means the time at which the construction of an Improvement Area #2 Improvement (or specified segment, section or part thereof) has progressed to the point where such Improvement Area #2 Improvement (or a specified segment, section or part thereof) is sufficiently complete in accordance with the Construction Contracts related thereto so that such Improvement Area #2 Improvement (or a specified segment, section or part thereof) can be utilized for the purposes for which it is intended.

ARTICLE II
RECITALS

Section 2.01. The District and the Improvement Area #2 Improvements.

(a) The City has created the District under the Act for the financing of, among other things, the acquisition, construction and installation of the Improvement Area #2 Improvements.

(b) The City has authorized the issuance of the Bonds in accordance with the provisions of the Act, the Bond Ordinance and the Indenture, the proceeds of which Bonds shall be used, in part, to finance a portion of the Improvement Area #2 Improvements in accordance with the terms and limitations of the Indenture, the Development Agreement, this Agreement, and the Service and Assessment Plan.

(c) All Improvement Area #2 Improvements are eligible to be financed with proceeds of the Bonds to the extent specified herein.

(d) The Developer will undertake, oversee, or ensure the construction and development of the Improvement Area #2 Improvements for acquisition and acceptance by the City, in accordance with the terms and conditions contained in the Development Agreement and this Agreement.

(e) As of the Closing Date of the Bonds, the Developer shall have expended not less than the difference between the Budgeted Costs of the Improvement Area #2 Improvements, as set forth in the Service and Assessment Plan, and the amount of Bond proceeds available to reimburse the Developer for the costs of the Improvement Area #2 Improvements.

Section 2.02. Agreements. In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

ARTICLE III

FUNDING

Section 3.01. Bonds.

(a) The City, in connection with this Agreement, is proceeding with the issuance and delivery of the Bonds.

(b) The projects to be financed in part with the proceeds of the Bonds are the Improvement Area #2 Improvements. The payment of Costs from the proceeds of the Bonds for such Improvement Area #2 Improvements shall be made from the Phase #3 Improvements Account of the Project Fund and the Phase #4 Improvements Account of the Project Fund, as applicable, established under the Indenture.

(c) The City's obligation with respect to the payment of the Costs of the Improvement Area #2 Improvements shall be limited to the lesser of the Actual Costs or Budgeted Costs, and shall be payable solely from amounts on deposit for the payment of such Costs as provided herein and in the Indenture. The Developer agrees and acknowledges that it is responsible for all Cost Overruns and all expenses related to the Improvement Area #2 Improvements, qualified, however, by the distribution of Cost Underrun monies, as detailed in Section 4.04.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment.

(e) The proceeds from the issuance and sale of the Bonds shall be deposited in accordance with the Indenture.

(f) The Developer acknowledges that any lack of availability of amounts in the funds or accounts established in the Indenture to pay the Costs of the Improvement Area #2 Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Improvement Area #2 Improvements required by this Agreement, the Development Agreement, or any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject.

Section 3.02 Funds and Accounts. All disbursements from the Phase #3 Improvements Account of the Project Fund and the Phase #4 Improvements Account of the Project Fund shall be made by the City in accordance with provisions of the Development Agreement, the Service and Assessment Plan, this Agreement, and the Indenture.

ARTICLE IV
CONSTRUCTION OF THE IMPROVEMENT AREA #2 IMPROVEMENTS

Section 4.01. Duty of Developer to Construct.

(a) All Improvement Area #2 Improvements shall be constructed by or at the direction of the Developer in accordance with the Plans and in accordance with this Agreement and the Development Agreement. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Improvement Area #2 Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Improvement Area #2 Improvements, to be acquired and accepted by the City, from the Developer as provided in this Agreement.

(b) The Developer shall not be relieved of its obligation to construct or cause to be constructed each Improvement Area #2 Improvement and, upon completion, inspection, and acceptance, convey each such Improvement Area #2 Improvement to the City, in accordance with the terms hereof, even if there are insufficient funds in the Project Fund or other funds or account created under the Indenture to pay the Actual Costs thereof. In any event, this Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject, with respect to the Improvement Area #2 Improvements required in connection with the development of the land within Improvement Area #2 of the District.

Section 4.02. No Competitive Bidding. The Improvement Area #2 Improvements shall not require competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code, as amended.

Section 4.03. Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City with respect to the Improvement Area #2 Improvements.

Section 4.04. Remaining Funds After Completion of an Improvement Area #2 Improvement. Upon the Final Completion of an Improvement Area #2 Improvement and payment of all outstanding invoices for such Improvement Area #2 Improvement, if the Actual Cost of such Improvement Area #2 Improvement is less than the Budgeted Cost of such Improvement Area #2 Improvement (a "Cost Underrun"), any remaining Budgeted Cost may be made available to pay Cost Overruns on any other Improvement Area #2 Improvement. The City or the Administrator on behalf of the City shall promptly confirm that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator and the City Representative will agree how to use such moneys to secure the payment and performance of the work for other Improvement Area #2 Improvements and shall include this update in the next Annual Service Plan Update. Any

Cost Underrun for any Improvement Area #2 Improvement is available to pay Cost Overruns on any other Improvement Area #2 Improvement.

Section 4.05. Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as "change orders") required for the construction of the Improvement Area #2 Improvements. Developer or its contractors may approve and implement any change orders, even if such change order would increase the Cost of an Improvement Area #2 Improvement, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such change orders except to the extent amounts are available pursuant to Section 4.04. If any change order is for work that requires changes to be made by an engineer to the construction and design documents and plans previously approved under Section 4.01, then such revisions made by an engineer must be submitted to the City for approval by the City's engineer prior to execution of the change order.

ARTICLE V
ACQUISITION, CONSTRUCTION, AND PAYMENT

Section 5.01. Payment Requests for Disbursements at Closing. In order to receive the disbursement from the Costs of Issuance Account of the Project Fund, the Phase #3 Improvements Account of the Project Fund or the Phase #4 Improvements Account of the Project Fund at closing of the Bonds, related to costs of issuance of such bonds or costs incurred in the creation of the District, the Developer shall execute a Closing Disbursement Request, substantially in the form of **Exhibit A** hereto or otherwise acceptable and agreed to by the City, to be delivered to the City no less than five (5) business days prior to the scheduled Closing Date for the Bonds, for payment in accordance with the provisions of the Indenture. In order to receive the disbursement for an Improvement Area #2 Improvement from the Phase #3 Improvements Account or the Phase #4 Improvements Account of the Project Fund at closing of the Bonds, the Developer shall execute a Certification for Payment, substantially in the form of **Exhibit B** hereto or otherwise agreed to by the City, to be delivered to the City no later than ten (10) business days prior to the scheduled Closing Date for the Bonds, for payment in accordance with the provisions of the Indenture. Upon approval by the City, the City shall submit a Closing Disbursement Request or a Certification for Payment, as applicable, to the Trustee for disbursement to be made from the Costs of Issuance Account of the Project Fund, the Phase #3 Improvements Account of the Project Fund, or the Phase #4 Improvements Account of the Project Fund, as applicable.

Section 5.02. Certification for Payment for an Improvement Area #2 Improvement.

(a) No payment hereunder shall be made from the Project Fund to the Developer for work on an Improvement Area #2 Improvement until a Certification for Payment is received from the Developer. Upon receipt of a Certification for Payment substantially in the form of **Exhibit B** hereto (and all accompanying documentation required by the City) from the Developer, the City Inspector shall conduct a review in order to confirm that such request is complete, that the work

with respect to such Improvement Area #2 Improvement identified therein for which payment is requested was completed in accordance with all applicable governmental laws, rules and regulations and applicable Plans therefor and with the terms of this Agreement, the Development Agreement, and to verify and approve the Actual Cost of such work specified in such Certification for Payment (collectively, the "Developer Compliance Requirements"). The City Inspector and/or the City Representative shall also conduct such review as is required in his discretion to confirm the matters certified in the Certification for Payment. The Developer agrees to cooperate with the City Inspector and/or City Representative in conducting each such review and to provide the City Inspector and/or City Representative with such additional information and documentation as is reasonably necessary for the City Inspector and/or City Representative to conclude each such review.

(b) Within fifteen (15) business days of receipt of any Certification for Payment, the City Representative shall either (i) approve and execute the Certification for Payment and forward the same to the Administrator for approval and delivery to the Trustee for payment to the Developer in accordance with Section 5.03(a) hereof or (ii) in the event the City Representative disapproves the Certification for Payment, give written notification to the Developer of the City Representative's disapproval, in whole or in part, of such Certification for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a Certification for Payment seeking reimbursement is approved only in part, the City Representative shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the Administrator for approval in accordance with Section 5.03 hereof and delivery to the Developer in accordance with Section 5.02(c) hereof, and any such partial work shall be processed for payment under Section 5.03 notwithstanding such partial denial.

(c) If the City Representative denies the Certification for Payment, the denial must be in writing, stating the reason(s) for denial. The denial may be appealed to the City Council by the Developer in writing within thirty (30) days of being denied by the City Representative. Denial of the Certification for Payment by the City Council shall be attempted to be resolved by half-day mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator's fee being paid by Developer. The Certification for Payment shall not be forwarded to the Trustee for payment until the dispute is resolved by the City and the Developer.

(d) The Developer shall deliver the approved or partially approved Certification for Payment to the Trustee for payment and the City shall direct the Trustee to make such payment from the Project Fund in accordance with Section 5.03 below.

Section 5.03. Payment for Improvement Area #2 Improvement.

(a) Upon receipt of a reviewed and approved Certification for Payment, the Trustee shall make payment from the Phase #3 Improvements Account of the Project Fund or the Phase

#4 Improvements Account of the Project Fund pursuant to the terms of the Certification for Payment and the Indenture in an amount not to exceed the Budgeted Cost for the particular Improvement Area #2 Improvement, unless a Cost Overrun amount has been approved for a particular Improvement Area #2 Improvement. If a Cost Overrun amount has been approved, then the amount reimbursed shall not exceed the Budgeted Amount plus the approved Cost Overrun amount.

(b) Approved Certifications for Payment that await reimbursement shall not accrue interest.

(c) Notwithstanding any other provisions of this Agreement, when payment is made, the City shall direct the Trustee to make payment directly to the general contractor or supplier of materials or services or jointly to Developer (or any permitted assignee of such Developer) and the general contractor or supplier of materials or services, as indicated in an approved Certification for Payment, out of available and appropriate funds in the Project Fund. If the request for payment results in ninety percent (90%) or more of the Budgeted Costs for such Improvement Area #2 Improvement identified in such request for payment being paid, then the City shall direct the Trustee to hold the payment until work with respect to that Improvement Area #2 Improvement has been completed and accepted by the City. If an unconditional lien release related to the items referenced in the Certification for Payment is attached to such Certification for Payment, the City shall direct the Trustee to make such payment to the Developer or any permitted assignee of the Developer. In the event the Developer provides a general contractor's or supplier of materials' unconditional lien release for a portion of the work covered by a Certification for Payment, the City shall direct the Trustee to make such payment directly to the Developer or any permitted assignee of the Developer to the extent of such lien release.

(d) Notwithstanding any other provisions of this Agreement, except for amounts submitted on a Closing Disbursement Request for payment of legal fees and other costs of issuance incurred by the Developer, no payment from the Phase #3 Improvements Account of the Project Fund shall be made for the first $2,505,528[1] in monies spent on the Phase #3 Improvements (the "Phase #3 Prior Expended Funds") for the Actual Costs of the Phase #3 Improvements submitted pursuant to a Certification for Payment, which Certification for Payment (or portion thereof) shall be submitted to evidence the Phase #3 Prior Expended Funds. The Developer may be reimbursed for the Actual Costs of the Phase #3 Improvements submitted pursuant to a Certification for Payment in excess of the Phase #3 Prior Expended Funds.

(e) Notwithstanding any other provisions of this Agreement, except for amounts submitted on a Closing Disbursement Request for payment of legal fees and other costs of issuance incurred by the Developer, no payment from the Phase #4 Improvements Account of the Project

[1] *Preliminary; subject to change.*

Fund shall be made for the first $2,017,376[2] in monies spent on the Phase #4 Improvements (the "Phase #4 Prior Expended Funds") for the Actual Costs of the Phase #4 Improvements submitted pursuant to a Certification for Payment, which Certification for Payment (or portion thereof) shall be submitted to evidence the Phase #4 Prior Expended Funds. The Developer may be reimbursed for the Actual Costs of the Phase #4 Improvements submitted pursuant to a Certification for Payment in excess of the Phase #4 Prior Expended Funds.

(f) Withholding Payments.

Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto, including the withholding of any payment that may be associated with the exercise of such remedy, so long as such delay in performance shall not subject the Improvement Area #2 Improvement to foreclosure, forfeiture, or sale. In the event that any such mechanics or materialman's lien and/or judgment with respect to any Improvement Area #2 Improvement is contested, the Developer shall post or cause delivery of a surety bond in the amount determined by the City or City may decline to accept the Improvement Area #2 Improvements until such mechanics or materialman's lien and/or judgment is satisfied.

ARTICLE VI
OWNERSHIP AND TRANSFER OF IMPROVEMENT AREA #2 IMPROVEMENT

Section 6.01. Improvement Area #2 Improvement to be Owned by the City– Title Evidence. If required by the City, the Developer shall furnish to the City a preliminary title report for land with respect to an Improvement Area #2 Improvement to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City for review and approval at least thirty (30) calendar days prior to the transfer of title of an Improvement Area #2 Improvement to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's clean title or use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the Improvement Area #2 Improvement until the Developer has cured such objections to title to the satisfaction of the City.

Section 6.02. Improvement Area #2 Improvement Constructed on City Land or Developer Land. If the Improvement Area #2 Improvement is on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Improvement Area #2 Improvement. If the Improvement Area #2 Improvement is on land owned by the Developer, the Developer hereby

[2] *Preliminary; subject to change.*

grants to the City an easement to enter upon such land for purposes related to inspection and maintenance (pending acquisition and acceptance) of the Improvement Area #2 Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Improvement Area #2 Improvement as required by the Development Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Improvement Area #2 Improvement. The provisions for inspection and acceptance of such Improvement Area #2 Improvement otherwise provided herein shall apply.

ARTICLE VII
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.01. Representations, Covenants and Warranties of the Developer. The Developer represents and warrants for the benefit of the City as follows:

(a) Organization. The Developer is a corporation duly formed, organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to fulfill its obligations in this Agreement and the Development Agreement and to carry on its business in the State of Texas as now being conducted as hereby contemplated.

(b) Authority. The Developer has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.

(c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Law. The Developer shall not commit, suffer or permit any act to be done in, upon or to the lands in the District or the Improvement Area #2 Improvements in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Improvement Area #2 Improvements.

(e) Requests for Payment. The Developer represents and warrants that (i) it will not request payment from the Project Fund for the acquisition construction or installation of any improvements that are not part of the Costs associated with the Improvement Area #2 Improvements, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Certifications for Payment.

(f) Financial Records. For a period of two years after completion of the Improvement Area #2 Improvements, the Developer covenants to maintain proper books of record and account

for the construction of the Improvement Area #2 Improvements and all Costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agents at any reasonable time during regular business hours on reasonable notice.

(g) Plans. The Developer represents that it has obtained or will obtain approval of the Plans from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Developer further agrees that, subject to the terms hereof, the Improvement Area #2 Improvements have been or will be constructed in full compliance with such Plans and any change orders thereto consistent with the Act, this Agreement and the Development Agreement. Developer shall provide as-built plans for all Improvement Area #2 Improvements to the City.

(h) Additional Information. The Developer agrees to cooperate with all reasonable written requests for nonproprietary information by the initial purchaser of the Bonds, the City Manager and the City Representative related to the status of construction of the Improvement Area #2 Improvements within the District, the anticipated completion dates for future improvements and any other matter that the initial purchaser of the Bonds or City Representative deems material to the investment quality of the Bonds.

(i) Continuing Disclosure Agreement. The Developer agrees to provide the information required pursuant to the Continuing Disclosure Agreement of the Developer executed by the Developer in connection with the Bonds.

(j) Tax Certificate. The City will deliver a certificate relating to the Bonds (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the "Tax Certificate") containing covenants and agreements designed to satisfy the requirements of 26 U.S. Code Sections 103 and 141 through 150, inclusive, and the federal income tax regulations issued thereunder relating to the use of the proceeds of the Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of 26 U.S. Code Section 148 (collectively, "Bond Proceeds").

The Developer covenants to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developer further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the Bonds and will be, to the best of the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of that date, and (ii) the Developer will make reasonable inquires to ensure such truth, correctness and completeness. The Developer covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds (including, but not limited to, the use of the Improvement Area #2 Improvements) that would cause any of the

covenants or agreements of the City contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the Bonds for federal income tax purposes.

(k) Financial Resources. The Developer represents and warrants that it has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement, the Service and Assessment Plan and the Development Agreement.

Section 7.02. Indemnification and Hold Harmless. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY INSPECTOR, THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING, AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE IMPROVEMENT AREA #2 IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE IMPROVEMENT AREA #2 IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE IMPROVEMENT AREA #2 IMPROVEMENTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, REGARDING OR RELATED TO THE IMPROVEMENT AREA #2 IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE IMPROVEMENT AREA #2 IMPROVEMENTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE SOLE OR PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY, DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE

INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES, PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 7.02 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

Section 7.03. Use of Monies by City; Changes to Indenture. The City agrees not to take any action or direct the Trustee to take any action to expend, disburse or encumber the monies held in the Project Fund and any monies to be transferred thereto for any purpose other than the purposes permitted by the Indenture. Prior to the acceptance of all the Improvement Area #2 Improvements, the City agrees not to modify or supplement the Indenture without the approval of the Developer if as a result or as a consequence of such modification or supplement: (a) the amount of monies that would otherwise have been available under the Indenture for disbursement for the Costs of the Improvement Area #2 Improvements is reduced, delayed or deferred, (b) the obligations or liabilities of the Developer is or may be substantially increased or otherwise adversely affected in any manner, or (c) the rights of the Developer is or may be modified, limited, restricted or otherwise substantially adversely affected in any manner.

Section 7.04. No Reduction of Improvement Area #2 Assessments. The Developer agrees not to take any action or actions to reduce the total amount of such Improvement Area #2 Assessments to be levied as of the effective date of this Agreement.

ARTICLE VIII
TERMINATION

Section 8.01. Mutual Consent. This Agreement may be terminated by the mutual, written consent of the City and the Developer, in which event the City may either execute contracts for or

perform any remaining work related to the Improvement Area #2 Improvements not accepted by the City or other appropriate entity and use all or any portion of funds on deposit in the Project Fund or other amounts transferred to the Project Fund under the terms of the Indenture to pay for same, and the Developer shall have no claim or right to any further payments for the Costs of an Improvement Area #2 Improvement hereunder, except as otherwise may be provided in such written consent.

Section 8.02. City's Election for Cause.

(a) The City, upon notice to Developer and the passage of the cure period identified in subsection (b) below, may terminate this Agreement, without the consent of the Developer if the Developer shall breach any material covenant or default in the performance of any material obligation hereunder.

(b) If any such event described in Section 8.02(a) occurs, the City shall give written notice of its knowledge of such event to the Developer, and the Developer agrees to promptly meet and confer with the City Inspector and other appropriate City staff and consultants as to options available to assure timely completion, subject to the terms of this Agreement, of the Improvement Area #2 Improvements. Such options may include, but not be limited to, the termination of this Agreement by the City. If the City elects to terminate this Agreement, the City shall first notify the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice) of the grounds for such termination and allow the Developer a minimum of 45 days to eliminate or to mitigate to the satisfaction of the City the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Developer, to the reasonable satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), as determined reasonably by the City, the Developer has not eliminated or completely mitigated such grounds to the satisfaction of the City, the City may then terminate this Agreement. In the event of the termination of this Agreement, the Developer is entitled to payment for work accepted by the City related to an Improvement Area #2 Improvement only as provided for under the terms of the Indenture and this Agreement prior to the termination date of this Agreement. Notwithstanding the foregoing, so long as the Developer has breached any material covenant or defaulted in the performance of any material obligation hereunder, notice of which has been given by the City to the Developer, and such event has not been cured or otherwise eliminated by the Developer, the City may in its discretion cause the Trustee to cease making payments for the Actual Costs of Improvement Area #2 Improvements, provided that the Developer shall receive payment of the Actual Costs of any Improvement Area #2 Improvements that were accepted by the City at the time of the occurrence of such breach or default by the Developer upon submission of the documents and compliance with the other applicable requirements of this Agreement.

(c) If this Agreement is terminated by the City for cause, the City may either execute contracts for or perform any remaining work related to the Improvement Area #2 Improvements

not accepted by the City and use all or any portion of the funds on deposit in the Project Fund or other amounts transferred to the Project Fund and the Developer shall have no claim or right to any further payments for the Improvement Area #2 Improvements hereunder, except as otherwise may be provided upon the mutual written consent of the City and the Developer. The City shall have no obligation to perform any work related to an Improvement Area #2 Improvement or to incur any expense or cost in excess of the remaining balance of the Project Fund.

Section 8.03. Termination Upon Redemption or Defeasance of Bonds. This Agreement will terminate automatically and with no further action by the City or the Developer upon the redemption or defeasance of all outstanding Bonds (including any refunding bonds issued to refund the Bonds) issued under the Indenture.

Section 8.04. Construction of the Improvement Area #2 Improvements Upon Termination of this Agreement. Notwithstanding anything to the contrary contained herein, upon the termination of this Agreement pursuant to this Article VIII, the Developer shall perform its obligations with respect to the Improvement Area #2 Improvements in accordance with this Agreement and the Development Agreement.

Section 8.05. Force Majeure. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to work in progress by casualty or by other cause beyond the reasonable control of the party (financial inability excepted) ("Force Majeure"), then the specified time for performance shall be extended by the amount of the delay actually so caused. The extension of time to perform allowed by this Section 8.05 shall not apply unless, upon the occurrence of an event of Force Majeure, the party needing additional time to perform notifies the other party of the event of Force Majeure and the amount of additional time reasonably required within ten (10) business days of the occurrence of the event of Force Majeure.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Limited Liability of City. The Developer agrees that any and all obligations of the City arising out of or related to this Agreement are special obligations of the City, and the City's obligations to make any payments hereunder are restricted entirely to the moneys, if any, in the Project Fund and from no other source. Neither the City, the City Inspector, City Representative nor any other City employee, officer, official or agent shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 9.02. Audit. The City Inspector, City Representative or a finance officer of the City shall have the right, during normal business hours and upon the giving of three business days' prior written notice to a Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Improvement Area #2 Improvements and any bids taken or received for the construction thereof or materials therefor.

Section 9.03. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City: Attn: City Manager
City of Celina, Texas
142 N. Ohio
Celina, Texas 75009

With a copy to: Attn: Julie Fort
Messer Fort PLLC
6371 Preston Road, Suite 200
Frisco, TX 75034

And to: Attn: Bond Counsel
Robert Dransfield
Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932

To the Developer: Attn: Nathan Boggus
Taylor Morrison of Texas, Inc.
6735 Salt Cedar Way Building 1, Suite 200
Frisco, Texas 75034

With a copy to: Attn: Drew Slone
Greenberg Traurig, LLP
2200 Ross Avenue
Suite 5200
Dallas, Texas 75201

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

The City shall advise the Developer of the name and address of any person who is to receive any notice or other communication pursuant to this Agreement.

Section 9.04. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent possible.

Section 9.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Any receivables due under this Agreement may be assigned by the Developer without the consent of, but upon written notice to the City pursuant to Section 9.03 of this Agreement. The obligations, requirements, or covenants of this Agreement shall be able to be assigned to an affiliate or related entity of the Developer, or any lien holder on the Property, without prior written consent of the City. The obligations, requirements, or covenants of this Agreement shall not be assigned by the Developer to a non-affiliate or non-related entity of the Developer without prior written consent of the City Manager, except pursuant to a collateral assignment to any person or entity providing construction financing to the Developer for an Improvement Area #2 Improvement, provided such person or entity expressly agrees to assume all obligations of the Developer hereunder if there is a default under such financing and such Person elects to complete the Improvement Area #2 Improvement. No such assignment shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. In connection with any consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee's express assumption of all obligations of the Developer hereunder and/or upon any other reasonable factor which the City deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned. The City may assign by a separate writing certain rights as described in this Agreement and in the Indenture, to the Trustee and the Developer hereby consents to such assignment.

Section 9.06. Other Agreements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the District. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, ordinances or subdivision requirements relating to the development of the lands in the District, including the applicable Construction Contracts and the Development Agreement. To the extent there is a conflict between this Agreement and the Development Agreement, the Development Agreement shall control. To the extent there is a conflict between this Agreement and the Indenture, the Indenture shall control.

Section 9.07. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by any other party, or the failure by a party to exercise its rights upon the default of any other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

Section 9.08. Merger. No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Agreement shall be binding.

Section 9.09. Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City or the Developer shall be for the sole and exclusive benefit of the City and the Developer.

Section 9.10. Amendment. This Agreement may be amended upon agreement of the parties, from time to time in a manner consistent with the Act, the Indenture, and the Bond Ordinance by written supplement hereto and executed in counterparts, each of which shall be deemed an original.

Section 9.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 9.12. Effective Date. This Agreement has been dated as of the date first above written solely for the purpose of convenience of reference and shall become effective upon its execution and delivery, on the Closing Date of the Bonds, by the parties hereto. All representations and warranties set forth therein shall be deemed to have been made on the Closing Date of the Bonds.

Section 9.13. Term. The term of this Agreement, other than the provisions contained in Section 7.02, which shall survive the termination of this Agreement, shall be thirty (30) years or upon redemption or defeasance of the Bonds (including any refunding bonds issued to refund the Bonds) issued under the Indenture. If the Developer defaults under this Agreement or the Development Agreement, this Agreement and the Development Agreement shall not terminate with respect to the Costs of the Improvement Area #2 Improvements that have been approved by the City pursuant to a Certification for Payment prior to the date of default.

Section 9.14 No Waiver of Powers or Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights except as necessary to allow Developer to enforce its remedies under this Agreement.

Section 9.15. Statutory Verifications. The Developer makes the following representation and verifications pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of Securities and Exchange Commission Rule 405, 17

C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

Section 9.16 Form 1295. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Developer hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Agreement.

[signatures to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of March 10, 2026.

CITY OF CELINA, TEXAS

By: _____
Assistant City Manager

ATTEST:

_____
Name: Ashley Owens
Title: City Secretary

(City Seal)

DEVELOPER:

TAYLOR MORRISON OF TEXAS, INC.,
a Texas corporation

By:_____
Name:_____
Title: _____

Exhibit A

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for Taylor Morrison of Texas, Inc., (the "Developer") and requests payment from:

[the Costs of Issuance Account of the Project Fund][the Phase #3 Improvements Account of the Project Fund][the Phase #4 Improvements Account of the Project Fund] (as defined in the Cross Creek Meadows Public Improvement District Improvement Area #2 Construction, Funding, and Acquisition Agreement) from U.S. Bank Trust Company, National Association, (the "Trustee") in the amount of _____ DOLLARS ($_____) for costs incurred in the establishment, administration, and operation of the Cross Creek Meadows Public Improvement District (the "District"), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the above itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Cross Creek Meadows Public Improvement District Improvement Area #2 Construction, Funding, and Acquisition Agreement, the Development Agreement, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture (as defined in the Cross Creek Meadows Public Improvement District Improvement Area #2 Construction, Funding, and Acquisition Agreement) for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

7. Amounts requested for payment from the Project Fund in this Closing Disbursement Request are for either (i) legal fees and other costs of issuance incurred by the Developer or (ii) costs incurred in excess of the [Phase #4] [Phase #3] Prior Expended Funds.

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.

b. Etc.

I hereby declare that the above representations and warranties are true and correct.

TAYLOR MORRISON OF TEXAS, INC.

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the Costs of Issuance Account of the Project Fund, the Phase #3 Improvements Account of the Project Fund and/or the Phase #4 Improvements Account of the Project Fund, as applicable, upon delivery of the Bonds. The City's approval of the Closing Disbursement Request shall not have the effect of estopping or preventing the City from asserting claims under the Cross Creek Meadows Public Improvement District Improvement Area #2 Construction, Funding and Acquisition Agreement, the Development Agreement, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in an Improvement Area #2 Improvement.

CITY OF CELINA, TEXAS

By: _____

Name: _____
Title: _____
Date: _____

Exhibit B

CERTIFICATION FOR PAYMENT FORM – IMPROVEMENT AREA #2 IMPROVEMENTS

CERTIFICATION FOR PAYMENT NO. _____

The undersigned is a lawfully authorized representative for Taylor Morrison of Texas, Inc., (the "Developer") and requests payment from the Phase #3 Improvements Account of the Project Fund or the Phase #4 Improvements Account of the Project Fund from U.S. Bank Trust Company, National Association (the "Trustee") in the amount of _____ for labor, materials, fees, and/or other general costs related to the construction and installation of the following Improvement Area #2 Improvements related to the Cross Creek Meadows Public Improvement District:

[insert specific Improvement Area #2 Improvement this request is for here]

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Cross Creek Meadows Public Improvement District Improvement Area #2 Construction, Funding, and Acquisition Agreement.

In connection with this Certification for Payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested herein for the Improvement Area #2 Improvement(s) has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The itemized amounts listed for the Improvement Area #2 Improvement(s) below are a true and accurate representation of the Actual Costs incurred by Developer with the construction and installation of said Improvement Area #2 Improvement(s) identified above, and such costs are (i) in compliance with the Cross Creek Meadows Public Improvement District Improvement Area #2 Construction, Funding, and Acquisition Agreement, and (ii) consistent with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Cross Creek Meadows Public Improvement District Improvement Area #2 Construction, Funding, and Acquisition Agreement, the Development Agreement, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

6. The work with respect to the Improvement Area #2 Improvement(s) identified above (or its completed segment, portion or segment) has been completed and the City has inspected or may begin inspection of the Improvement Area #2 Improvement(s). If this request for payment results in ninety percent (90%) or more of the Budgeted Costs for the Improvement Area #2 Improvement(s) identified above being paid, then the work with respect to the Improvement Area #2 Improvement(s) have been completed and the City has inspected AND accepted the Improvement Area #2 Improvement(s).

7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

8. Amounts requested for payment from the Project Fund in this Certification for Payment are for costs incurred in excess of the [Phase #4] [Phase #3] Prior Expended Funds.

Payments requested are as follows:

[FOR EXPENDITURES SUBMITTED TO PROVE UP [PHASE #3]|[PHASE #4] PRIOR EXPENDED FUNDS, AMOUNT TO BE PAID FROM PROJECT FUND SHALL = $0]

Payee / Description of Phase #3 Improvement/Phase #4 Improvement	**Total Cost of Phase #3 Improvement/Phase #4 Improvement**	**Budgeted Cost of Phase #3 Improvement/Phase #4 Improvement**	**Amount to be paid from Phase #3 Improvements Account/Phase #4 Improvements Account the Project Fund**

Attached hereto, are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments or Actual Costs incurred.

Pursuant to the Cross Creek Meadows Public Improvement District Improvement Area #2 Construction, Funding, and Acquisition Agreement, after receiving this Certification for Payment, the City is authorized to inspect the Improvement Area #2 Improvement (or completed segment, portion or segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

I hereby declare that the above representations and warranties are true and correct.

TAYLOR MORRISON OF TEXAS, INC.

By:_____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the City approves the Certification for Payment and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the appropriate Project Fund account. The City's approval of the Certification for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Cross Creek Meadows Public Improvement District Improvement Area #2 Construction, Funding, and Acquisition Agreement, the Development Agreement, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in the Improvement Area #2 Improvements.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Life Connected.

Finance
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Robin Bromiley, Director of Finance
CC: Karla Stovall, Assistant City Manager
Date: March 10, 2026

Agenda Item:
Consider and act upon an Ordinance approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project); approving a Service and Assessment Plan and updated Improvement Area #1 Assessment Roll; and approving and authorizing related agreements. (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 December 31, 2025, Improvement Area #1 consists of approximately 63 homes under construction and approximately 379 homes owned by homeowners.

In 2023, the City adopted an Ordinance levying assessments within Improvement Area #1 in the amount of $21,016,000 to finance a portion of the major improvements allocable to Improvement Area #1 and the local improvements to serve Improvement Area #1. In connection with such levy, the City adopted a separate Ordinance, which (i) authorized the issuance of bonds in the principal amount of $17,966,000 and (ii) authorized the City to enter into a reimbursement agreement with the Developer, in which the City agreed to reimburse the Developer for a portion of the Improvement Area #1 Projects in the amount of $3,050,000. Both the 2023 Bonds and the Reimbursement Obligation are secured by the Improvement Area #1 Assessments.

This Ordinance authorizes the issuance of a second series of bonds to refinance the

Reimbursement Obligation. Upon the issuance of the 2026 Bonds, the Reimbursement Obligation will be terminated. This Ordinance also approves the Bond Purchase Agreement between the City and FMSbonds, Inc., the Underwriter for the bonds, the Continuing Disclosure Agreement of the City, the Supplement to the Improvement Area #1 Construction Funding and Acquisition Agreement and the Service and Assessment Plan and updated Improvement Area #1 Assessment Roll.

Legal Review:
Ordinance and agreements approved by Bond Counsel

Supporting Documents:
1. Staff Presentation
2. Ordinance

Financial Consideration:
The Ordinance does not impact the City's operating funds. This item authorizes the sale of bonds to fund public improvements within Improvement Area #1 of the Cross Creek Meadows Public Improvement District, which bonds will be secured by assessments levied within Improvement Area #1.

Staff Recommendation:
Staff recommends approval



CITY COUNCIL MEETING

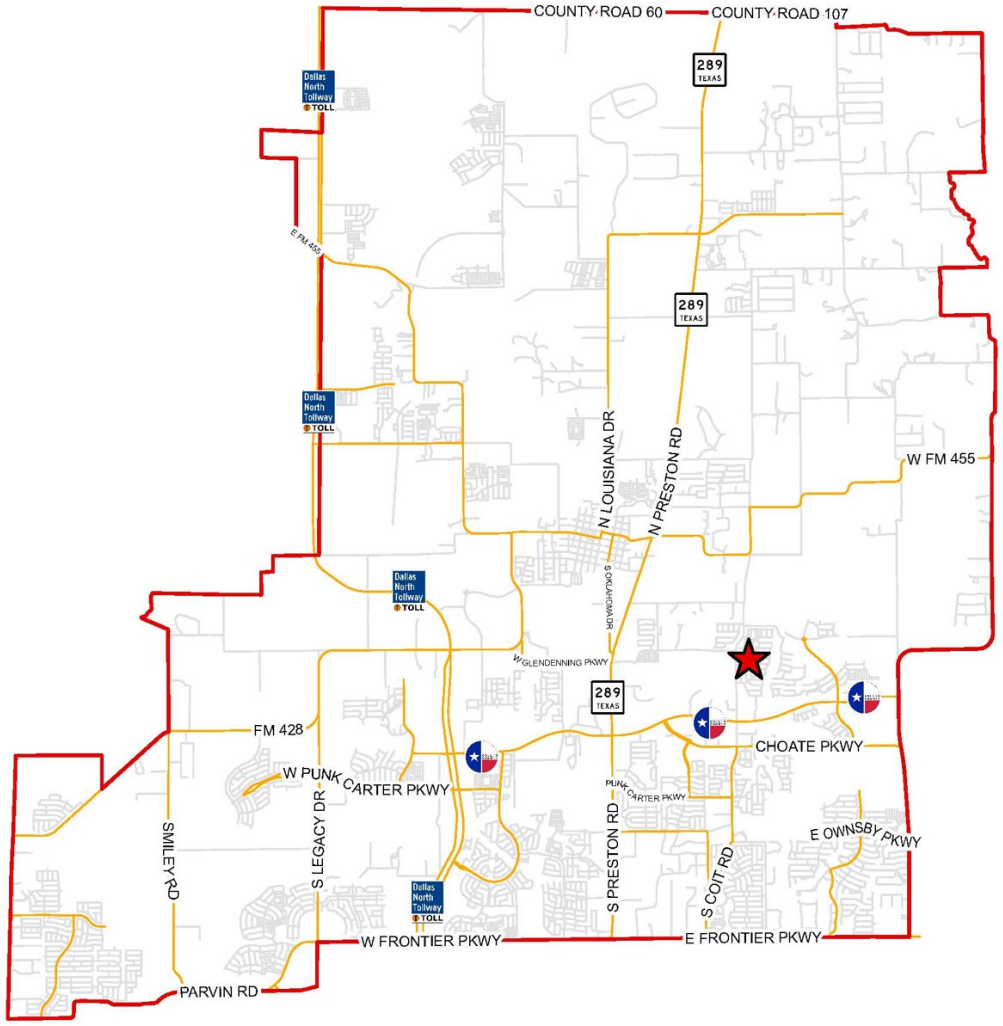
CROSS CREEK MEADOWS

IMPROVEMENT AREA #1

2026 BOND CONSIDERATION

March 10, 2026

Cross Creek Meadows PID



- Established April 11, 2023
- PID is located near the intersection of County Road 90 and County Road 92
- Approximately 245 acres
- Action item tonight is for
  - Cross Creek Meadows Improvement Area #1 - 2026 Bond consideration



Improvement Area #1

- Improvement Area #1
  - Includes approximately 153 acres
  - 550 single family lots
  - Construction of Improvement Area #1 is complete and, as of December 31, 2025, there are 379 homeowners
- Improvement Area #1 Project Costs: $21,425,734 (does not include cost of issuance)
- Original Improvement Area #1 Assessment: $21,016,000
- 2023 Bonds: $17,966,000
- Proposed 2026 Bond issue of $2,553,000*

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

City Financial Team

Hilltop Securities - Financial Advisor

Fiduciary responsibility to the city

Advises on all capital-related matters for the City and related PIDs

Structure overall finance plans

Norton Rose Fulbright - Bond Counsel

Opines on legal matters related to bond issuances and development districts

Ensures City is in compliance with State law and Federal tax law

Interfaces with the Texas Attorney General

Municap - PID and TIRZ Consultant

Advises the City on all matters related to PIDs and TIRZs

Ensures compliance with City's PID Policy and state statues





BOND PRICING AND DETAILS

- The City's Financial Advisor, Hilltop Securities, will present the details of the Bond pricing.

Cross Creek Meadows - IA #1 Timeline



RECOMMENDATION

Staff recommends approval.



Questions?

ORDINANCE NO. 2026-__

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT); APPROVING A SERVICE AND ASSESSMENT PLAN AND UPDATED IMPROVEMENT AREA #1 ASSESSMENT ROLL; AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.

WHEREAS, the City of Celina, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), has previously established the “Cross Creek Meadows Public Improvement District” (the "District"), pursuant to a resolution adopted by the City Council of the City (the "City Council") on April 11, 2023; and

WHEREAS, capitalized terms used in this Ordinance and not otherwise defined herein shall have the meanings assigned to them in the hereinafter defined Service and Assessment Plan; and

WHEREAS, pursuant to the PID Act, the City Council mailed and published notice of and convened a public hearing on June 13, 2023 regarding the levy of special assessments against benefitted property located within Improvement Area #1 of the District, and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted an ordinance (the “Assessment Ordinance”) on June 13, 2023; and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted the Cross Creek Meadows Public Improvement District Service and Assessment Plan, dated June 13, 2023 (as updated, amended, and/or restated, including specifically in connection with the issuance of the Series 2026 Bonds (as hereinafter defined), the “Service and Assessment Plan”), relating to the District, and levied the Improvement Area #1 Assessments against the Improvement Area #1 Assessed Property, as shown on the Improvement Area #1 Assessment Roll; and

WHEREAS, the City has previously issued its “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)” (the “2023 Bonds”), which 2023 Bonds were the initial series of bonds secured by that certain Indenture of Trust, dated as of July 1, 2023 (the “2023 Indenture”), executed and delivered by the City and the Trustee (as hereinafter defined), and which are payable from the Improvement Area #1 Assessments; and

WHEREAS, pursuant to Section 13.2(c) of the 2023 Indenture, the City is authorized to issue an additional series of bonds (the “Additional Bonds”) in accordance with the provisions of the 2023 Indenture provided the conditions set forth in Section 13.2(c) of the 2023 Indenture have been satisfied prior to the issuance of such Additional Bonds; and

WHEREAS, the City Council, in accordance with the authority granted to it by the PID Act and other applicable laws, is authorized to issue its revenue bonds payable from the Improvement Area #1 Assessments and other revenues received for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) funding a reserve fund for payment of principal and interest on the Bonds Similarly Secured (as defined in the 2023 Indenture), (iii)

paying a portion of the costs incidental to the organization and administration of the District, and (iv) paying costs of issuance of the Series 2026 Bonds; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to issue its bonds to be designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)" (the "Series 2026 Bonds"), such series to be payable from a lien on and pledge of the Trust Estate (as defined in the 2023 Indenture) on parity with the Series 2023 Bonds; and

WHEREAS, the City has received satisfactory evidence that all requirements of Section 13.2(c) of the 2023 Indenture concerning the issuance of Additional Bonds have been satisfied and that the Series 2026 Bonds may be issued as Additional Bonds secured by a pledge of and lien on the Trust Estate on parity with the Series 2023 Bonds; and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Series 2026 Bonds to finance a portion of the Actual Costs of the Improvement Area #1 Projects, as identified in the Service and Assessment Plan, (ii) approve the form, terms, and provisions of a Supplemental Indenture (defined below) securing the Series 2026 Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Series 2026 Bonds, (iv) approve a Preliminary Limited Offering Memorandum (defined below) and a Limited Offering Memorandum (defined below), (v) approve the form, terms, and provisions of a Supplemental CFA (as defined below), (vi) approve the form, terms and provisions of a Continuing Disclosure Agreement (defined below), and (vii) approve the Service and Assessment Plan, as updated in connection with the issuance of the Series 2026 Bonds, as the service and assessment plan for Improvement Area #1 of the District, and approve the form, terms and provisions of the Service and Assessment Plan, as updated; and

WHEREAS, the meeting at which this Ordinance is considered was open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; now, therefore

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

SECTION 1. Approval of Issuance of Series 2026 Bonds and Supplemental Indenture of Trust.

(a) The issuance of the Series 2026 Bonds in the principal amount of $_____ for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) funding a reserve fund for payment of principal and interest on the Bonds Similarly Secured, (iii) paying a portion of the costs incidental to the organization and administration of the District, and (iv) paying costs of issuance of the Series 2026 Bonds, is hereby authorized and approved.

(b) The Series 2026 Bonds shall be issued and secured under the 2023 Indenture, as supplemented by that certain Supplemental Indenture of Trust (the "Supplemental Indenture" and, together with the 2023 Indenture, the "Indenture") dated as of March 1, 2026, between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), which Supplemental Indenture is hereby approved in substantially the form attached hereto as **Exhibit A,** which is incorporated herein as a part hereof for all purposes, with such changes or additions thereto as may be approved by the Mayor or Mayor Pro Tem of the City (upon the advice of the City Manager) as evidenced by the execution and delivery thereof. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Supplemental Indenture and the City

Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem and such officials are hereby authorized to deliver the Supplemental Indenture.

(c) The Series 2026 Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Series 2026 Bonds shall be in substantially the form set forth in the Supplemental Indenture with such insertions, omissions and modifications as may be required to conform the form of Series 2026 Bond to the actual terms of the Series 2026 Bonds. The Series 2026 Bonds shall be payable solely from the Trust Estate, consisting primarily of Pledged Revenues (as defined in the 2023 Indenture) and other assets pledged under the Indenture to the payment of the Bonds Similarly Secured and for the purposes set forth in the Supplemental Indenture, and shall never be payable from ad valorem taxes.

SECTION 2. Sale of Bonds; Approval of Bond Purchase Agreement. The Series 2026 Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") under that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, substantially in the form attached hereto as **Exhibit B,** which is incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interests of the City at the price and on the terms and provisions set forth in the Bond Purchase Agreement. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager, such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement by the Mayor, Mayor Pro Tem, City Manager, or Assistant City Manager of the City. The Mayor, Mayor Pro Tem, City Manager, or Assistant City Manager of the City are each hereby authorized and any one of them is directed to execute and deliver the Bond Purchase Agreement.

SECTION 3. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Series 2026 Bonds and any addenda, supplement or amendment thereto (the "Preliminary Limited Offering Memorandum") and the final Limited Offering Memorandum (the "Limited Offering Memorandum") are hereby in all respects approved and adopted. The Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City, and the Underwriter, may be used by the Underwriter in the offering and sale of the Series 2026 Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the offering of the Series 2026 Bonds is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined and described in the Limited Offering Memorandum), the Developer (as hereinafter defined) or its financial ability, or of any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project) Continuing Disclosure Agreement of Issuer" (the "Continuing Disclosure Agreement") among the City, MuniCap, Inc., and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., is hereby authorized and approved in substantially the form attached hereto as **Exhibit C,** which is incorporated herein as a part hereof for all purposes, and the City Manager, Assistant City Manager, Mayor, or Mayor Pro Tem of the City is authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purposes of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Supplement to Improvement Area #1 Construction, Funding, and Acquisition Agreement. That certain "Supplement to Cross Creek Meadows Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement " (the "Supplemental CFA") between the City and Taylor Morrison of Texas, Inc. (the "Developer"), is hereby authorized and approved in substantially the form attached hereto as **Exhibit D**, which is incorporated herein as a part hereof for all purposes, and the City Manager, Assistant City Manager, Mayor, or Mayor Pro Tem of the City is authorized and directed to execute and deliver such Supplemental CFA with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor, or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 6. Service and Assessment Plan. That certain "Cross Creek Meadows Public Improvement District Service and Assessment Plan", dated June 13, 2023, as updated in connection with the issuance of the Series 2026 Bonds on March 10, 2026, is hereby authorized and approved in substantially the form attached hereto as **Exhibit E**, which is incorporated herein as a part hereof for all purposes, and the City Manager, Assistant City Manager, Mayor, Mayor Pro Tem, and City Secretary of the City are each hereby authorized and directed to deliver such Service and Assessment Plan with such changes as may be required to carry out the purposes of this Ordinance. The Service and Assessment Plan, including the method of assessment set forth therein, is confirmed as the service and assessment plan for Improvement Area #1 of the District and the updated Improvement Area #1 Assessment Roll attached thereto, which updates the information related to the Improvement Area #1 Assessments that have been previously levied against the Improvement Area #1 Assessed Property by the Assessment Ordinance to incorporate information from the final pricing of the Series 2026 Bonds, is hereby approved. The City Secretary is hereby directed to file the Service and Assessment Plan in the real property records of Collin County not later than the seventh (7^{th}) day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council not later than the seventh (7^{th}) day after the date that the City Council approves each Annual Service Plan Update.

SECTION 7. Additional Actions. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary are each hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Series 2026 Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary, are each hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Series 2026 Bonds and the carrying out of

the purposes and intent of this Ordinance or any other certificates, agreements, or other documents subsequent to the delivery of the Series 2026 Bonds which may be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and/or construction of the Improvement Area #1 Projects.

SECTION 8. Submission to Appraisal District. The City Secretary is directed to cause a copy of the Improvement Area #1 Assessment Roll, in the format required by Section 372.017(e) of the PID Act, to be submitted to the Collin Central Appraisal District not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan.

SECTION 9. Posting on City Website. The City Secretary is directed to post a copy of the Service and Assessment Plan, including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, on the internet website maintained or used by the City for the purposes of Section 26.18, Texas Tax Code, as amended, not later than the seventh day after the date the City Council adopts the Service and Assessment Plan. The City Secretary is further directed to similarly post each Annual Service Plan Update approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

SECTION 10. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 11. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 12. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 13. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 14. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preambles of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 15. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of Page Intentionally Left Blank]

PASSED AND ADOPTED, this March 10, 2026.

CITY OF CELINA, TEXAS

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2026 by Ryan Tubbs, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed
Commission Expires:_____

EXHIBIT A

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

DATED AS OF MARCH 1, 2026

SECURING

$_____
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

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SUPPLEMENTAL INDENTURE OF TRUST

THIS SUPPLEMENTAL INDENTURE OF TRUST, dated as of March 1, 2026, is by and between the CITY OF CELINA, TEXAS (the "City"), and U.S. Bank Trust Company, National Association, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles and recitals and not otherwise defined shall have the meanings assigned thereto in the Indenture of Trust, dated as of July 1, 2023, executed and delivered by the City and the Trustee (the "2023 Indenture") and/or in Article I.

WHEREAS, the City, in accordance with the requirements of the PID Act, including all those requirements of the PID Act pertaining to notice and public hearing, approved the creation of the Cross Creek Meadows Public Improvement District (the "District"), pursuant to a resolution adopted on April 11, 2023; and

WHEREAS, the City, in accordance with the requirements of the PID Act, including all those requirements of the PID Act pertaining to notice and public hearing, adopted the Assessment Ordinance on June 13, 2023, which Assessment Ordinance levied the Assessments against the Assessed Property in Improvement Area #1 of the District for the purpose of paying the costs of the Improvement Area #1 Projects and which also approved and adopted the Service and Assessment Plan for the District; and

WHEREAS, the City has previously issued its "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)" (hereafter referred to interchangeably as the "Bonds" and the "Series 2023 Bonds"), which Series 2023 Bonds were the initial series of Bonds Similarly Secured secured by that certain Indenture of Trust, dated as of July 1, 2023, executed and delivered by the City and the Trustee, and which are payable from the Trust Estate, consisting primarily of the Assessments levied against the Assessed Property located within Improvement Area #1 of the District; and

WHEREAS, pursuant to Section 13.2(c) of the 2023 Indenture, the City is authorized to issue a series of Additional Bonds in accordance with the provisions of the 2023 Indenture provided the conditions set forth in Section 13.2(c) of the 2023 Indenture have been satisfied prior to the issuance of such Additional Bonds; and

WHEREAS, pursuant to Section 10.1(b)(ii) of the 2023 Indenture, the City is authorized to amend the 2023 Indenture at any time by a Supplemental Indenture to make any modifications not adversely affecting any Outstanding Bonds Similarly Secured in any material respect without the consent of any owners of the Bonds; and

WHEREAS, pursuant to Section 10.1(b)(iv) of the 2023 Indenture, the City is authorized to amend the 2023 Indenture at any time by a Supplemental Indenture to provide for the issuance of Additional Bonds as set forth in Section 13.2(c) of the 2023 Indenture; and

WHEREAS, the City Council, in accordance with the authority granted to it by the PID Act and other applicable laws, is authorized to issue its revenue bonds payable from the Assessments for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) funding a reserve fund for payment of principal and interest on the Bonds Similarly Secured, (iii) paying a portion of the costs incidental to the organization and administration of the District, and (iv) paying costs of issuance of the Series 2026 Bonds; and

WHEREAS, the City Council now desires to issue a second series of revenue bonds in accordance with the terms of the 2023 Indenture and this 2026 Supplemental Indenture and the PID Act, such bonds to be entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)" (the "Series 2026 Bonds"), such Series 2026 Bonds being payable solely from the Trust Estate, consisting primarily of Pledged Revenues, and other funds pledged under the 2023 Indenture and this 2026 Supplemental Indenture to the payment of the Bonds Similarly Secured and for the purposes set forth in the preambles of this 2026 Supplemental Indenture; and

WHEREAS, the Series 2026 Bonds are being issued as Additional Bonds and are secured and payable from a lien on and pledge of the Trust Estate (as established pursuant to the 2023 Indenture and confirmed herein) on parity with the Series 2023 Bonds; and

WHEREAS, upon issuance of the Series 2026 Bonds and the deposit of the proceeds thereof into the Project Fund, any obligation arising under the Improvement Area #1 Reimbursement Agreement shall be legally defeased and no longer outstanding for any lawful purpose, and all costs related to the Improvement Area #1 Projects shall be paid solely out of the applicable account of the Project Fund; and

WHEREAS, in accordance with the provisions of Section 10.1(d) of the 2023 Indenture, the City has delivered to the Trustee an opinion of Bond Counsel to the effect that this 2026 Supplemental Indenture is permitted under Applicable Laws and the provisions of the 2023 Indenture and will not adversely affect the (i) interest of the Owners in any material respect, or (ii) exclusion of interest on any Bond Similarly Secured from gross income for purposes of federal income taxation; and

WHEREAS, the City has received satisfactory evidence that all requirements of Section 13.2(c) of the 2023 Indenture concerning the issuance of Additional Bonds have been satisfied and that the Series 2026 Bonds may be issued as Additional Bonds secured by a pledge and lien on the Trust Estate on parity with the Series 2023 Bonds; and

WHEREAS, the execution and delivery of this 2026 Supplemental Indenture and the issuance of the Series 2026 Bonds have been in all respects duly and validly authorized by written ordinance of the City Council of the City; and

WHEREAS, the Trustee has accepted the trusts created by the 2023 Indenture and confirmed pursuant to this 2026 Supplemental Indenture and in evidence thereof has joined in the execution and delivery hereof; and

WHEREAS, except as provided herein, all acts, conditions and things required by the laws of the State to happen, exist and be performed precedent to execution and delivery of this 2026 Supplemental Indenture have happened, exist and have been performed as so required in order to make the 2026 Supplemental Indenture a valid, binding, and legal instrument for the security of the Series 2026 Bonds and a valid and binding agreement in accordance with its terms; and

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts created under the 2023 Indenture and restated herein, the purchase and acceptance of the Series 2026 Bonds by the Owners thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the further purpose of fixing and declaring the terms and conditions upon which the Series 2026 Bonds are to be issued, authenticated, delivered and accepted by the holders thereof, as the Additional Bonds to be

issued pursuant to the terms of the 2023 Indenture and this 2026 Supplemental Indenture, the City and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit of the respective Owners, from time to time, of the Bonds Similarly Secured, as follows:

ARTICLE I
SUPPLEMENTAL INDENTURE

Section 1.1 Effect of 2023 Indenture.

Except as modified by this 2026 Supplemental Indenture, the terms, conditions, and provisions of the 2023 Indenture remain in full force and effect.

Section 1.2 Supplemental Provisions.

(a) Section 1.1 of the 2023 Indenture is hereby supplemented to include the following definitions:

"2026 Supplemental Indenture" means that certain Supplemental Indenture of Trust, dated as of March 1, 2026, executed and delivered by the City and the Trustee.

"Series 2023 Bonds" means the Bonds.

"Series 2023 Reserve Account Requirement" means the least of: (i) Maximum Annual Debt Service on the Series 2023 Bonds as of the Closing Date of the Series 2023 Bonds, (ii) 125% of average Annual Debt Service on the Series 2023 Bonds as of the Closing Date of the Series 2023 Bonds, or (iii) 10% of the lesser of the principal amount of the Outstanding Series 2023 Bonds or the original issue price of the Series 2023 Bonds. As of the Closing Date for the Series 2023 Bonds, the Series 2023 Reserve Account Requirement is $1,267,055.00, which is an amount equal to the Maximum Annual Debt Service on the Series 2023 Bonds as of the Closing Date of the Series 2023 Bonds.

"Series 2026 Bonds" means the City's bonds authorized to be issued by the 2026 Supplemental Indenture and secured under the provisions of the 2023 Indenture, entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)", which Series 2026 Bonds are a series of Additional Bonds pursuant to the terms of the 2023 Indenture.

"Series 2026 Bond Ordinance" means the ordinance adopted by the City Council on March 10, 2026, authorizing the issuance of the Series 2026 Bonds pursuant to the 2023 Indenture, including the 2026 Supplemental Indenture.

"Series 2026 Reserve Account Requirement" means an amount equal to [_]% of the Maximum Annual Debt Service on the Series 2026 Bonds as of the Closing Date of the Series 2026 Bonds. As of the Closing Date for the Series 2026 Bonds, the Series 2026 Reserve Account Requirement is $[_____].

(b) The following defined terms in Section 1.1 of the 2023 Indenture are hereby amended as follows:

"Bonds Similarly Secured" means the Outstanding Series 2023 Bonds ~~and any Outstanding Additional Bonds~~, the Outstanding Series 2026 Bonds and any Outstanding Refunding Bonds hereafter issued pursuant to and secured under this Indenture.

"Closing Date" means the date of the initial delivery of and payment for each series of the Bonds Similarly Secured. With respect to the Bonds, the Closing Date is July 11, 2023. With respect to the Series 2026 Bonds, the Closing Date is March 31, 2026.

"Improvement Area #1 Construction, Funding, and Acquisition Agreement" means the "Cross Creek Meadows Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement" by and between the City and the Developer dated as of June 13, 2023, which provides, in part, for the deposit of proceeds from the issuance and sale of the Series 2023 Bonds and the Series 2026 Bonds and the payment of costs of Improvement Area #1 Projects within the District, the issuance of bonds, and other matters related thereto, as supplemented in connection with the issuance of the Series 2026 Bonds.

"Initial Bond" means, with respect to the Series 2023 Bonds, the Initial Bond as set forth in Exhibit A to the Indenture, and with respect to the Series 2026 Bonds, the Initial Bond set forth in Exhibit A to the 2026 Supplemental Indenture, and with respect to any other series of Bonds Similarly Secured, the Initial Bond set forth in an exhibit to a Supplemental Indenture.

"Interest Payment Date" means the date or dates upon which interest on any series of Bonds Similarly Secured is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year and commencing, with respect to the Series 2023 Bonds, on September 1, 2023, and, with respect to the Series 2026 Bonds, September 1, 2026.

"Pledged Funds" means the Pledged Revenue Fund ~~(excluding the Developer Reimbursement Pledged Revenue Account)~~, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"Reserve Account Requirement" means the sum of the Series 2023 Reserve Account Requirement and the Series 2026 Reserve Account Requirement~~least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date of the Bonds, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date of the Bonds, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date for the Bonds, the Reserve Account Requirement is $1,267,055.00, which is an amount equal to the Maximum Annual Debt Service on the Bonds as of the Closing Date. The Reserve Account Requirement shall be adjusted in accordance with Section 13.2, in the event an additional series of Bonds Similarly Secured is hereafter issued~~.

"Service and Assessment Plan" means the "Cross Creek Meadows Public Improvement District Service and Assessment Plan" dated June 13, 2023, including the Improvement Area #1 Assessment Roll, as updated in connection with the issuance of

the Series 2026 Bonds on March 10, 2026, as hereinafter amended, updated, and/or restated by an Annual Service Plan Update or otherwise.

(c) Section 3.1 of the 2023 Indenture is hereby supplemented to include the following as subsection (b):

(b) The Series 2026 Bonds. The Series 2026 Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Series 2026 Bonds shall be issued in the aggregate principal amount of $_____ for the purposes of: (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) funding a reserve fund for payment of principal and interest on the Bonds Similarly Secured, (iii) paying a portion of the costs incidental to the organization and administration of the District, and (iv) paying costs of issuance of the Series 2026 Bonds.

(d) Section 3.2 of the 2023 Indenture is hereby supplemented to include the following as subsection (b):

(b) The Series 2026 Bonds.

(i) The Series 2026 Bonds shall be dated March 31, 2026 and shall be issued in Authorized Denominations. The Series 2026 Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond for the Series 2026 Bonds, which shall be numbered T-1.

(ii) Interest shall accrue and be paid on each Series 2026 Bond from the later of the Closing Date of the Series 2026 Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2026 computed on the basis of a 360-day year of twelve 30-day months.

(iii) The Series 2026 Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

Years	Principal Amount ($)	Interest Rate (%)

(iv) The Series 2026 Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV of the 2023 Indenture, as supplemented by this 2026 Supplemental Indenture, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Initial Bond set forth in Exhibit A to the 2026 Supplemental Indenture.

(e) Section 3.3 of the 2023 Indenture is hereby supplemented to include the following as subsection (b):

(b) The Series 2026 Bonds. The Series 2026 Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Series 2026 Bonds and, upon payment of the purchase price of the Series 2026 Bonds, shall deliver the Series 2026 Bonds upon the order of the City, but only upon delivery to the Trustee of:

(i) a certified copy of the Assessment Ordinance;

(ii) a certified copy of the Series 2026 Bond Ordinance;

(iii) a copy of the executed Improvement Area #1 Construction, Funding, and Acquisition Agreement, including the executed supplement thereto;

(iv) a copy of the executed Improvement Area #1 Reimbursement Agreement;

(v) a copy of the 2023 Indenture executed by the Trustee and the City;

(vi) a copy of the 2026 Supplemental Indenture executed by the Trustee and the City;

(vii) a copy of the opinion of Bond Counsel required by the provisions of Section 10.1(d) of the 2023 Indenture;

(viii) a City Certificate directing the authentication and delivery of the Series 2026 Bonds, describing the Series 2026 Bonds to be authenticated and delivered, designating the purchasers to whom the Series 2026 Bonds are to be delivered, stating the purchase price of the Series 2026 Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City; and

(ix) a certificate executed by the City Representative, Developer, and Administrator satisfying the requirements set forth in Section 13.2(c) of the 2023 Indenture, as supplemented by the 2026 Supplemental Indenture.

(f) Section 4.2 of the 2023 Indenture is hereby supplemented to include the following as subsection (b):

(b) The Series 2026 Bonds.

(i) The Series 2026 Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

(ii) At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (iii) and (iv) of this Section 4.2(b), the Trustee shall select a principal amount of Series 2026 Bonds (in accordance with Section 4.5) of such maturity equal to the

Sinking Fund Installment amount of such Series 2026 Bonds to be redeemed, shall call such Series 2026 Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(iii) The principal amount of Series 2026 Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (i) of this Section 4.2(b) shall be reduced, at the option of the City, by the principal amount of any Series 2026 Bonds of such maturity which, at least forty-five (45) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Series 2026 Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(iv) The principal amount of Series 2026 Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (i) of this Section 4.2(b) shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Series 2026 Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

(g) Section 4.3 of the 2023 Indenture is hereby supplemented to include the following as subsection (b):

(b) <u>The Series 2026 Bonds</u>.

(i) The City reserves the right and option to redeem Series 2026 Bonds maturing on or after September 1, 20__, before their respective scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price.

(h) Section 4.4 of the 2023 Indenture is hereby amended as follows:

Notwithstanding any provision in this Indenture to the contrary, the City reserves the right and option to redeem Bonds Similarly Secured before their respective scheduled maturity dates, in whole or in part and in an amount and on a date specified in a City Certificate, at 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to the terms of this Indenture, any other transfers to the Redemption Fund under the terms of this Indenture, or as a result of unexpended amounts transferred from the Project Fund pursuant to the terms of this Indenture). The City will provide the Trustee a City Certificate directing the Bonds <u>Similarly Secured</u> to be redeemed pursuant to this Section 4.4 in accordance with the provisions of Section 4.5 hereof.

(i) Section 5.2 of the 2023 Indenture is hereby amended as follows:

The City may secure identification numbers through the CUSIP Services, managed by ~~S&P Global Market Intelligence~~ <u>FactSet Research Systems</u> on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of

the Bonds Similarly Secured. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds Similarly Secured shall be of no significance or effect as regards the legality thereof; and none of the City, the Trustee, nor the attorneys approving said Bonds Similarly Secured as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds Similarly Secured.

(j) Section 6.1 of the 2023 Indenture is hereby supplemented to include the following as subsections (e) and (f):

(e) Following the issuance of the Series 2026 Bonds, all amounts due to the Developer with respect to any Improvement Area #1 Projects pursuant to the terms of the Improvement Area #1 Reimbursement Agreement shall have been paid to the Developer. Following the issuance of the Series 2026 Bonds, the remaining balance in the Developer Reimbursement Pledged Revenue Account shall be transferred to the Bond Pledged Revenue Account of the Pledged Revenue Fund and the Developer Reimbursement Pledged Revenue Account shall be closed. Following the closure of the Developer Reimbursement Pledged Revenue Account, no additional Pledged Revenues shall be deposited into the Developer Reimbursement Pledged Revenue Account. Upon closing the Developer Reimbursement Pledged Revenue Account, the Reimbursement Fund shall be closed.

(f) In the event the Costs of Issuance Account has been closed, the Costs of Issuance Account shall be reopened in order to receive funds related to the issuance of the Series 2026 Bonds. The Costs of Issuance Account shall be administered pursuant to the provisions of Section 6.5.

(k) Section 6.2 of the 2023 Indenture is hereby supplemented to include the following as subsection (b):

(b) <u>The Series 2026 Bonds</u>.

(i) The proceeds from the sale of the Series 2026 Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(A) to the Improvement Area #1 Improvements Account of the Project Fund: $_____;

(B) to the Improvement Area #1 Major Improvements Account of the Project Fund: $_____;

(C) to the Costs of Issuance Account of the Project Fund: $_____;

(D) to the Reserve Account of the Reserve Fund: $_____; and

(E) to the District Administration Account of the Administrative Fund: $_____

(l) Section 6.3(a) of the 2023 Indenture is hereby amended as follows:

On or before February 15 of each year while the Bonds Similarly Secured are Outstanding and beginning February 15, 2024, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited into the Pledged Revenue Fund, the City shall deposit or cause to be deposited Pledged Revenues as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds Similarly Secured next coming due in such calendar year, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, in accordance with Section 6.7(a) hereof, (iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest collected, if any, in accordance with Section 6.7(b) hereof, (iv) fourth, to pay the Actual Costs of the Improvement Area #1 Projects, ~~to the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund to pay the Developer for costs of Improvement Area #1 Projects that have been paid by the Developer (including any accrued interest) pursuant to the terms of the Improvement Area #1 Reimbursement Agreement~~ and (vi) fifth, to pay other costs permitted by the PID Act. ~~Moneys transferred to the Developer Reimbursement Pledged Revenue Account shall not be a part of the Trust Estate and are not security for the Bonds Similarly Secured.~~

(m) Section 6.3(d) of the 2023 Indenture is deleted in its entirety.

(n) Section 6.3(g) of the 2023 Indenture is hereby amended as follows:

After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds Similarly Secured and to fund any deficiency that may exist in an account of the Reserve Fund, the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid~~, including the funding of any obligations due to the Developer with funds deposited to the Developer Reimbursement Pledged Revenue Account~~.

(o) Section 6.12 of the 2023 Indenture is deleted in its entirety.

(p) Section 7.5(h)(ii) of the 2023 Indenture is hereby amended as follows:

Not less frequently than each Computation Date for each series of Bonds Similarly Secured, the City shall calculate the Rebate Amount for the respective series of Bonds Similarly Secured in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of each series of the Bonds Similarly Secured until six years after the final Computation Date.

(q) The fourth paragraph of Section 9.3 is hereby amended as follows:

The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the holders of at least a majority of the aggregate principal amount of Bonds Similarly Secured then Outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default.

(r) Section 11.11 of the 2023 Indenture is hereby amended as follows:

Anything herein to the contrary notwithstanding, the Owners of at least 25% of the aggregate outstanding principal of the Bonds Similarly Secured shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method, and place of conducting a proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture, or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with Applicable Laws and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which, in the opinion of the Trustee, would be unjustly prejudicial to Owners not parties to such direction.

(s) Section 13.2(c)(vii) of the 2023 Indenture is hereby amended as follows:

The Reserve Account Requirement shall be increased by an amount equal to ~~twenty-five percent (25%)~~ fifty percent (50%) of the Maximum Annual Debt Service on the proposed Additional Bonds to be issued as of the Closing Date of such series of Additional Bonds; provided, however, that the Reserve Account Requirement will not be increased by more than 10% of the principal amount of the Additional Bonds (or if the Additional Bonds are issued with more than 2% net original issue discount or premium, 10% of the proceeds of the Additional Bonds); provided further, however, the Reserve Account Requirement shall not exceed the least of (i) Maximum Annual Debt Service on the Bonds Similarly Secured, (ii) 125% of average Annual Debt Service on the Bonds Similarly Secured, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds Similarly Secured or the combined original issue price of the Bonds Similarly Secured;

(t) Section 14.3 of the 2023 Indenture is hereby amended as follows:

All Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds Similarly Secured are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee for such purpose, shall be sufficient to pay when due the principal of and interest on ~~of~~ the Bonds Similarly Secured to become due on such Bonds Similarly Secured on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant or other authorized third-party selected by the City verifying the sufficiency of the moneys and/or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds Similarly Secured to become due on such Bonds Similarly Secured on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if any Bonds Similarly Secured are then rated, the Trustee shall have received written confirmation from each rating agency then publishing a rating on such Bonds Similarly Secured that such deposit will not result in the reduction or withdrawal of the rating on such Bonds Similarly Secured. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds Similarly Secured. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in

amounts sufficient to pay when due the principal of and interest on the Bonds Similarly Secured on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE II
ADDITIONAL PROVISIONS

Section 2.1 Execution of 2026 Supplemental Indenture.

(a) This 2026 Supplemental Indenture may be simultaneously executed in several counterparts, including by facsimile or electronic (PDF) transmission, each of which, when so executed, shall be deemed to be an original and such counterparts shall together constitute one and the same instrument. The Trustee hereby verifies that the requirements set forth in Article X of the 2023 Indenture related to the effectiveness of this 2026 Supplemental Indenture have either been received and/or filed with the Trustee and therefore, this 2026 Supplemental Indenture is effective upon the Closing Date of the Series 2026 Bonds.

Section 2.2 Beneficiaries.

(a) This 2026 Supplemental Indenture shall inure to the benefit of and shall be binding upon the City and the Trustee and their respective successors and assigns.

Section 2.3 Recitals.

(a) The recitals contained herein shall be taken as the statements of the City, and the Trustee assumes no responsibility for nor makes any representations as to their correctness or the validity or sufficiency of this 2026 Supplemental Indenture or the consequences of any amendment provided herein.

Section 2.4 Indemnity.

(a) The indemnification provisions of the Trustee as set forth in the 2023 Indenture remain valid, effective, and binding provisions related to the Trustee, to the extent permitted by Applicable Law, and have not been modified since the City's authorization and execution of the 2023 Indenture (and are not modified herein).

Section 2.5 Construction.

(a) This 2026 Supplemental Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this 2026 Supplemental Indenture.

Section 2.6 Statutory Verifications.

The Trustee makes the following representation and verifications pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this 2026 Supplemental Indenture. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this 2026

Supplemental Indenture shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this 2026 Supplemental Indenture, notwithstanding anything in this 2026 Supplemental Indenture to the contrary.

(i) Not a Sanctioned Company. The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(ii) No Boycott of Israel. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this 2026 Supplemental Indenture. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(iii) No Discrimination Against Firearm Entities. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this 2026 Supplemental Indenture. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(iv) No Boycott of Energy Companies. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this 2026 Supplemental Indenture. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

[*remainder of page left blank intentionally*]

IN WITNESS WHEREOF, the City and the Trustee have caused this Supplemental Indenture of Trust to be executed as of the date hereof.

CITY OF CELINA, TEXAS

By: _____
Mayor

Attest:

_____
City Secretary

[CITY SEAL]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

(a) Form of Series 2026 Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS SERIES 2026 BOND.

REGISTERED REGISTERED

No. _____ $_____

United States of America
State of Texas

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 1, 20__	_____, 20_	_____

The City of Celina, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____DOLLARS

unless this Series 2026 Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing September 1, 2026, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Series 2026 Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Series 2026 Bond at the corporate trust office in St. Paul, Minnesota (the "Designated

Payment/Transfer Office"), of U.S. Bank Trust Company, National Association, as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Series 2026 Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Series 2026 Bond, the registered owner shall be the Person in whose name this Series 2026 Bond is registered at the close of business on the "Record Date," which shall be the fifteenth calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Series 2026 Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Series 2026 Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Series 2026 Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the " Series 2026 Bonds"), dated March 31, 2026, issued in the aggregate principal amount of $_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of July 1, 2023, as supplemented by the Supplemental Indenture of Trust, dated as of March 1, 2026 (together, the "Indenture"), each by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Series 2026 Bonds, the Trustee, and the City, and the terms upon which the Series 2026 Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Series 2026 Bond hereby consents. All Bond Similarly Secured, including the Series 2026 Bonds, issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Series 2026 Bonds are being issued for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) funding a reserve fund for payment of principal and interest on the Bonds Similarly Secured, (iii) paying a portion of the costs incidental to the organization and administration of the District, and (iv) paying costs of issuance of the Series 2026 Bonds.

The Series 2026 Bonds are special, limited obligations of the City payable solely from the Trust Estate as defined in the Indenture, and are secured on a parity with the Bonds Similarly Secured. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The

Owner of this Series 2026 Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Series 2026 Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Series 2026 Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of $100,000 and any multiple of $1,000 in excess thereof.

The Series 2026 Bonds are subject to sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select a principal amount of Series 2026 Bonds of such maturity equal to the Sinking Fund Installment amount of such Series 2026 Bonds to be redeemed, shall call such Series 2026 Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Series 2026 Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Series 2026 Bonds of such maturity which, at least forty-five (45) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Series 2026 Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Series 2026 Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Series 2026 Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions in the Indenture and not previously credited to a mandatory sinking fund redemption.

The City reserves the right and option to redeem Series 2026 Bonds maturing on or after September 1, 20__, before their scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price.

The Series 2026 Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, and in an amount and on a date specified in a City Certificate, at a redemption price equal to the principal amount of the Series 2026 Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption, pursuant to the provisions of the Indenture, from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

The Trustee shall give notice of any redemption of Series 2026 Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Series 2026 Bond (or part thereof) to be redeemed, at the

address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Series 2026 Bonds are to be surrendered for payment, and, if less than all the Series 2026 Bonds Outstanding are to be redeemed, an identification of the Series 2026 Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Series 2026 Bonds, unless the Trustee has received funds sufficient to pay the redemption price of the Series 2026 Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Series 2026 Bonds, and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Series 2026 Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Series 2026 Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds Similarly Secured at the time Outstanding, on behalf of the holders of all the Bonds Similarly Secured, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Series 2026 Bond or any predecessor Series 2026 Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Series 2026 Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Series 2026 Bond.

As provided in the Indenture, this Series 2026 Bond is transferable upon surrender of this Series 2026 Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Series 2026 Bond. Upon satisfaction of such requirements, one or more new fully registered Series 2026 Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Series 2026 Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Series 2026 Bond redeemed in part.

The City, the Trustee, and any other Person may treat the Person in whose name this Series 2026 Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Series 2026 Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Series 2026 Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City has reserved the right to issue Additional Obligations on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE SERIES 2026 BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Series 2026 Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Series 2026 Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Series 2026 Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Series 2026 Bond to be executed under the official seal of the City.

_____
Mayor, City of Celina, Texas

_____
City Secretary, City of Celina, Texas

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond of the Series 2026 Bonds:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO._____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office an opinion to the effect that the Attorney General of the State of Texas has approved this Series 2026 Bond, and that this Series 2026 Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this_____.

_____
Acting Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Series 2026 Bonds of the series of Series 2026 Bonds referred to in the within mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

DATED:_____

By:_____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

_____

_____

_____

(Social Security or other identifying number: _____) the within Series 2026 Bond and all rights hereunder and hereby irrevocably constitutes and appoints_____ attorney to transfer the within Series 2026 Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date:_____ _____

Signature Guaranteed By:

_____

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Series 2026 Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

_____

Authorized Signatory

(e) Initial Bond. The Initial Bond of the Series 2026 Bonds shall be in the form set forth in paragraphs (a), (b) and (d) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Series 2026 Bond the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Series 2026 Bond, the words "on the Maturity Date as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years Principal Amount ($) Interest Rate (%)"

(Information to be inserted from Section 1.2(d) of the 2026 Supplemental Indenture); and

(iii) the Initial Bond of the Series 2026 Bonds shall be numbered T-1.

EXHIBIT B

BOND PURCHASE AGREEMENT

$2,553,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

BOND PURCHASE AGREEMENT

March 10, 2026

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

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the City of Celina, Texas (the "City"), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City.

All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein), between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), authorizing the issuance of the Bonds (defined herein), and the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $2,553,000 aggregate principal amount of the "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)" (the "Bonds"), at a purchase price of $_____ (representing the aggregate principal amount of the Bonds, less an original issue discount of $_____, and less an Underwriter's discount of $_____).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a "municipal advisor" (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length

commercial transaction between the City and the Underwriter, (ii) in connection with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of proceeds of the Bonds and the construction of the Improvement Area #1 Projects financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary, and will not be assuming an advisory or fiduciary responsibility in favor, of the City.

The Bonds shall be dated as of the Closing Date, and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on the Closing Date (or such other date as may be agreed to by the City and the Underwriter).

2. Authorization Instruments and Law. The Bonds were authorized by the Bond Ordinance enacted by the City Council of the City (the "City Council") on March 10, 2026, and shall be issued pursuant to the provisions of the PID Act, and the Indenture of Trust, dated as of July 1, 2023, and Supplemental Indenture of Trust, dated as of March 1, 2026, between the City and the Trustee and relating to the Bonds (together, the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the Trust Estate, consisting primarily of the Assessments levied pursuant to the Assessment Ordinance against the Assessed Property, all to the extent and upon the conditions described in the Indenture. The District was established by a resolution (the "Creation Resolution"), enacted by the City Council on April 11, 2023, in accordance with the PID Act. The Creation Resolution, the Assessment Ordinance, the Bond Ordinance, and the Indenture are collectively referred to herein as the "Authorizing Documents."

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for the purposes described in the Limited Offering Memorandum under "PLAN OF FINANCE – The Series 2026 Bonds and the Improvement Area #1 Reimbursement Agreement" and shall be generally applied as described in the Limited Offering Memorandum under "SOURCES AND USES OF FUNDS."

3. Initial Offering. The Underwriter agrees to make an initial offering of all of the Bonds in accordance with Section 4 hereof and to limit the initial offering of the Bonds to persons

that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended and as then in effect (the "Securities Act")) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act). On or before the third (3rd) Business Day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel the Issue Price Certificate (defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price.

a. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or before the third (3rd) Business Day prior to the Closing Date an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B (the "Issue Price Certificate"), with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this Section to establish the issue price of the Bonds may be taken on behalf of the City by the City's Municipal Advisor (defined herein) and any notice or report to be provided to the City may be provided to the Municipal Advisor or to Bond Counsel.

b. The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. The City will treat the first price at which 10% of each maturity of the Bonds is sold to the public as of the sale date as the issue price of that maturity (the "10% test"). At or promptly after the execution of this Agreement, the Underwriter shall report to the City on Schedule A to the Issue Price Certificate the first price at which the Underwriter has sold to the public each maturity of Bonds and shall identify to the City on Schedule A to the Issue Price Certificate those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

c. The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been met as of the date of this Agreement, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) Business Day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5^{th}) Business Day after the sale date.

d. The Underwriter confirms that any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public, and (C) acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

e. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) "public" means any person other than an underwriter or a related party to an underwriter;

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public

(including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) "sale date" means the date of execution of this Agreement by all parties.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated February 24, 2026 (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the MSRB Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the public offering, sale, and distribution of the Bonds.

The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed "final" by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) Business Days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32, and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25^{th}) day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will promptly notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the

"Non-City Disclosures") (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in the maps therein or under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaptions "– Previously Issued Bonds," "– Improvement Area #2 Bonds," and "– The Series 2026 Bonds and the Improvement Area #1 Reimbursement Agreement"), "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BOOK-ENTRY ONLY SYSTEM," "OVERLAPPING TAXES AND DEBT – Homeowners' Association Dues," "THE IMPROVEMENT AREA #1 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER," "THE ADMINISTRATOR," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #1 Projects, and the Development (as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Developer," "CONTINUING DISCLOSURE – The Developer" and "– The Developer's Compliance with Prior Undertakings," "INFORMATION RELATING TO THE TRUSTEE," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX E-2," and "APPENDIX H." If such notification shall be subsequent to the Closing (defined herein), the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access ("EMMA") system within one (1) Business Day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

f. Limited Offering. The Underwriter hereby represents, warrants, and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five (35) persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act).

6. City Representations, Warranties and Covenants. The City represents, warrants, and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power, and authority:

(i) to enter into and perform its duties and obligations under:

(1) this Agreement;

(2) the Indenture;

(3) the Development Agreement;

(4) the Improvement Area #1 Reimbursement Agreement;

(5) the Improvement Area #1 Construction, Funding, and Acquisition Agreement; and

(6) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of March 1, 2026 (the "Continuing Disclosure Agreement of Issuer"), executed and delivered by the City, the Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent (the "Dissemination Agent");

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Development Agreement, (4) the Improvement Area #1 Reimbursement Agreement; (5) the Improvement Area #1 Construction, Funding, and Acquisition Agreement; (6) the Continuing Disclosure Agreement of Issuer, (7) the Limited Offering Memorandum, and (8) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (8) being referred to collectively herein as the "City Documents").

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the PID Act. The City has, and at the Closing will have, full legal right, power, and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell, and deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the PID Act, and as provided herein, and (iii) to carry out, give effect to, and consummate the transactions on the part of the City described by the Bond Ordinance and the other City Documents.

d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or default in any material respect under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default, or event of default could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution, and delivery of the Bonds and the City Documents and compliance by the City with the obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, law, or any administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any portion of the Trust Estate under the terms of any such law, regulation, or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests, or seeks to prohibit, restrain, or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of

acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of a first lien on and pledge of the proceeds of the Trust Estate, all to the extent provided for in the Indenture. The Indenture creates a valid first lien on and pledge of the Trust Estate, consisting of certain revenues and the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the PID Act on those parcels of land identified in the Improvement Area #1 Assessment Roll. According to the PID Act, such Assessments constitute a valid and legally binding first and prior lien against the Assessed Property, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to, or the absence of which would adversely affect the due performance by the City of its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents, and orders as may be required under Blue Sky or securities laws of any jurisdiction.

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes, or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a lien on and pledge of the Trust Estate which secures the Bonds without the prior approval of the Underwriter.

j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 5 of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

m. Compliance with Rule 15c2-12. During the past five (5) years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and

regulations of such states and other jurisdictions in the United States as the Underwriter may designate, and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and/or warranty, as applicable in the legal context, by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing Date it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing Date.

r. Municipal Advisor. The City has engaged Hilltop Securities Inc. as its municipal advisor (the "Municipal Advisor") in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties, and covenants set forth above.

7. Developer's Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer an executed Developer's Letter of Representations (the "Developer's Letter of Representations") in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as described in Section 10(e) hereof and set forth in Appendix E (the "Developer's Closing Certificate").

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later Business Day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its "FAST" System the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to Bond Counsel, or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The

Bonds will be made available to the Underwriter or Underwriter's Counsel (defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer's Letter of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing:

(i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter;

(ii) the Authorizing Documents shall be in full force and effect;

(iii) there shall be in full force and effect such other ordinances, resolutions, or actions of the City as, in the opinion of Bond Counsel and Underwriter's Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents;

(iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Greenberg Traurig, LLP ("Developer's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer's Letter of Representations, the Development Agreement, the Improvement Area #1 Reimbursement Agreement, the Improvement Area #1 Construction, Funding, and Acquisition Agreement, and the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of March 1, 2026, executed and delivered by the Developer, the Administrator, and the Dissemination Agent (the "Continuing Disclosure Agreement of Developer" and, together with the Developer's Letter of Representations, the Development Agreement, the Improvement Area #1 Reimbursement Agreement, and the Improvement Area #1 Construction, Funding, and Acquisition Agreement, the "Developer Documents"); and

(v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents, or other documents relating to the financing and construction of the Improvement Area #1 Projects and the Development (as defined in the Limited Offering Memorandum), and the Developer shall not be in default in the payment of principal of or interest on any of its indebtedness which default shall materially adversely impact the ability of the Developer to pay the Assessments when due or to complete the Improvement Area #1 Projects.

d. Closing Documents. At or prior to the Closing, the Underwriter or Underwriter's Counsel shall have received each of the documents required under Section 10 below.

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's sole and reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either chamber thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either chamber of the Congress of the United States by a Committee of such chamber to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of

the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; provided, however that such suspension in trading or any disruption in securities settlement, payment or clearance services is not in force on the date hereof; or

(4) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed or described in the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as

described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or State Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments and the liens created thereby, such Assessments being the primary asset of the Trust Estate pledged to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending, or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness, or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum, but that such firm has reviewed the statements and information appearing in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE – The Series 2026 Bonds and the Improvement Area #1 Reimbursement Agreement" (except for the second and final paragraphs thereunder), "DESCRIPTION OF THE SERIES 2026 BONDS," "SECURITY FOR THE BONDS SIMILARLY SECURED," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT" (except for the subcaptions "Collection and Delinquency History in Improvement Area #1," "Prepayment History," "Foreclosure History," and "Top Assessment Payers in Improvement Area #1"), "TAX MATTERS," "LEGAL MATTERS – Legal Proceedings" (first paragraph only), and "– Legal Opinions," "CONTINUING DISCLOSURE – The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," "APPENDIX B – Form of Indenture," and "APPENDIX D – Form of Opinion of Bond Counsel" and Bond Counsel is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance, and the Indenture contained therein fairly and accurately

describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance, and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinance, and the Bond Ordinance (including approving the updated Service and Assessment Plan) (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended, or rescinded; and

(iv) The Indenture, the Development Agreement, the Improvement Area #1 Reimbursement Agreement, the Improvement Area #1 Construction, Funding, and Acquisition Agreement, the Continuing Disclosure Agreement of Issuer, and this Agreement have been duly authorized, executed, and delivered by the City and, assuming the due authorization, execution, and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of State law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of Messer Fort, PLLC ("Attorney for the City"), dated the Closing Date and addressed to the Underwriter, the City, Bond Counsel, Developer's Counsel, and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinions of Developer's Counsel. The opinion of Developer's Counsel, substantially in the form of Appendix D hereto, dated the Closing Date, addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, and the Trustee; or in a form otherwise agreed upon by the City and the Underwriter.

e. Developer's Closing Certificate. The Developer's Closing Certificate dated as of the Closing Date, signed by authorized officers of the Developer in substantially the form of Appendix E hereto.

f. City Closing Certificate. A certificate of the City, dated the Closing Date, signed by an appropriate City Representative, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and all other City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization, and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin, or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents on its part to be complied with or satisfied hereunder at or prior to the Closing.

g. Trustee's Counsel Opinion. An opinion of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the City, and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City, and Bond Counsel, to the following effect:

(i) The Trustee is duly organized, validly existing, and in good standing as a national banking association organized under the laws of the United States of America, and is duly qualified to serve as Trustee in accordance with the qualifications set forth for the Trustee in the Indenture;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture; and

(iii) The Indenture has been duly authorized, executed, and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms.

h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel, and Bond Counsel.

i. Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Orrick, Herrington & Sutcliffe LLP ("Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(ii) The Continuing Disclosure Agreement of Issuer, together with Section 10(o) hereof and Section 4 of the Bond Ordinance, satisfies the requirements contained in Rule 15c2-12(b)(5) of the Securities and Exchange Commission for an undertaking by the City for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by said Rule; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in numbered paragraph (iii) below; and

(iii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness, or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness, or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, Norton Rose Fulbright US LLP, as bond counsel, Hilltop Securities Inc., as Municipal Advisor, the Administrator, the Developer, Developer's Counsel, and the Developer's engineer and consultants, and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond the date of this Agreement), and in reliance thereon, on oral and written statements and representations of the City, the Developer, and others and on the records, documents, certificates, opinions, and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the Preliminary Limited Offering Memorandum and as of the date of this Agreement, based on the documents, drafts, and facts in existence and received as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission ("SEC") Rule 15c2-12 or otherwise left blank, and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the

Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that such counsel expressly excludes from the scope of this paragraph and expresses no view or opinion with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum about any CUSIP numbers, financial, accounting, statistical, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices, or any information about book-entry, DTC, Cede & Co., limitations applicable to initial purchasers, financial advisor, trustee, tax exemption, underwriters, municipal advisors, or underwriting included or referred to therein or omitted therefrom. No responsibility is undertaken or view expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum.

j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

k. Delivery of City Documents and Developer Documents. The City Documents and the Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

m. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary, or proposed), issued pursuant to the Code.

n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1 and Appendix E-2.

p. Reserved.

q. Letter of Representation of Administrator. The Letter of Representation of Administrator, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

r. Evidence of Filing of Assessment Ordinance and Updated Service and Assessment Plan; Posting of Service and Assessment Plan. Evidence that (i) (A) the Assessment Ordinance, including the legal description of the property within Improvement Area #1 of the District, and (B) the Service and Assessment Plan as updated in connection with the issuance of the Bonds (including the Improvement Area #1 Assessment Roll) have been filed of record in the real property records of Collin County, Texas, and (ii) the Service and Assessment Plan, including a copy of the notice form required by Section 5.014 Texas Property Code, as amended, was posted on the City's website not later than the seventh day after the date of approval of the Assessment Ordinance.

s. Lender Consent Certificate. A Lender Consent Certificate of each holder of a lien, if any, on land in Improvement Area #1 of the District on the Closing Date, consenting to and acknowledging the creation of the District, the adoption of the Assessment Ordinance, the levy of the Assessments, and the subordination of their respective liens to the lien created by the Assessments in a form acceptable to the Underwriter. In the event that there are no such lienholders, the Developer shall provide such certifications as may be reasonably requested by the Underwriter to confirm that no such liens exist as of the Closing Date.

t. Developer Organizational and Verification Documents. The Developer shall have delivered to the Underwriter and the City, (i) fully executed copies of the Developer's organizational documents, (ii) a Certificate of Status from the Texas Secretary of State dated within 10 days of the Closing Date, (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer dated within 10 days of the Closing Date, and (iv) a copy of its Standing Letter to the Attorney General of Texas in compliance with the All Bond Counsel Letter dated September 22, 2021, or evidence of an exception to such requirement.

u. Rule 15c2-12 Certification. A resolution, an ordinance (including the Bond Ordinance), or a certificate of the City whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Section (b)(1) of Rule 15c2-12 in connection with the offering of the Bonds, which action may be based on the approval of the release of the Preliminary Limited Offering Memorandum by an authorized City official (if such official has been duly authorized to take such action by the City Council), or certification, if made in the form of a certificate, may be included in the City Certificate required by Section 10(f) hereof.

v. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City and the Developer have engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

w. Reserved.

x. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, the opinion of Bond Counsel described in Section 10(a) hereof, and all documents required to be delivered by the Developer.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of, and pay for the Bonds contained in this Agreement (unless waived by the Underwriter in its sole discretion) or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 14, 16, and 22 hereof.

13. Term of Agreement. Except for surviving representations, warranties, and indemnities of the parties to this Agreement, the term of this Agreement terminates upon the "end of the underwriting period" (as defined in Rule 15c2-12) or, if earlier, exercise of a termination right (which may not be based on an existing or incipient breach of a verification).

14. Costs and Expenses.

a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the costs of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum, and any supplements and amendments thereto; (iii) the fees and disbursements of the City's legal counsel and Municipal Advisor, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the Bonds; (iv) the Attorney General's review fees; (v) the fees and disbursements of accountants, advisers, and any other experts or consultants retained by the City or for the benefit of the City, including but not limited to the fees and expenses of the Administrator; and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's

Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its public offering and distribution of the Bonds, except as noted in subsection 14(a) above.

c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation, whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

15. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Celina, Texas, 142 North Ohio Street, Celina, Texas 75009, Attention: City Manager.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Mr. R.R. "Tripp" Davenport, III, Director.

16. Parties in Interest; Survival of City Representations. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and covenants contained in this Agreement shall remain operative and in full force and effect and survive delivery of and payment for the Bonds and any termination, regardless of any investigations made by or on behalf of the Underwriter.

17. Survival of Representations and Warranties of Third Parties. All representations and warranties of the parties, other than the City and the Underwriter, made in, pursuant to, or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement,

or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Statutory Verifications. The Underwriter makes the following representation and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. *Not a Sanctioned Company.* The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. *No Boycott of Israel.* The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. *No Discrimination Against Firearm Entities.* The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

d. *No Boycott of Energy Companies.* The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

23. Form 1295. Submitted herewith (or on a date prior hereto) is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295

from the Underwriter, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30^{th}) day after the receipt of such form. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

24. Underwriter Standing Letter and Bringdown Verification. The Underwriter represents that it has, or will have prior to the date of Closing, on file with the Texas Attorney General a standing letter addressing the representation and verifications contained in Section 22 of this Agreement in a form accepted by the Texas Attorney General. In addition, if the Underwriter or the parent company, a wholly- or majority-owned subsidiary or another affiliate of the Underwriter receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a "Comptroller Request Letter"), such Underwriter shall promptly notify the City and Bond Counsel (if it has not already done so) and provide to the City or Bond Counsel, two Business Days prior to Closing and additionally upon request by the City or Bond Counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the City and the Texas Attorney General (the "Bringdown Verification"). The Bringdown Verification shall also confirm that the Underwriter (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Underwriter that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

25. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The City and the Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

Signature pages follow.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Accepted at _____ a.m./p.m. central time on the date first stated above.

City of Celina, Texas

By: _____
City Manager

SCHEDULE I

$2,553,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

Interest Accrues From: Closing Date

$_____ _____% Term Bonds, Due September 1, 20___, Priced to Yield _____% [(a)(b)(c)(d)]

(a) The initial reoffering prices or yields of the Bonds have been determined in accordance with the 10% test.

(b) The Bonds maturing on and after September 1, 20__, may be redeemed before their scheduled maturity date, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date fixed for redemption.

(c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE SERIES 2026 BONDS – Redemption Provisions."

(d) The Bonds are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedules.

$_____ Term Bonds maturing September 1, 20__

Redemption Date	**Sinking Fund Installment Amount**

† Stated maturity.

APPENDIX A

FORM OF DEVELOPER'S LETTER OF REPRESENTATIONS

$2,553,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

DEVELOPER'S LETTER OF REPRESENTATIONS

March 10, 2026

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $2,553,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, Taylor Morrison of Texas, Inc., a Texas corporation (the "Developer"), makes the representations, warranties, and covenants contained in this Developer's Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer's Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer's Letter of Representations up to and including the date the Underwriter is no longer

required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer's Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in all maps included therein and under the captions and subcaptions "PLAN OF FINANCE – Development Plan," "– Homebuilders; Single-Family Option Agreement; Lot Purchase and Sale Agreement," and "– Status of Lot Sales and Home Construction in Improvement Area #1," "OVERLAPPING TAXES AND DEBT – Homeowners' Association Dues," "THE IMPROVEMENT AREA #1 PROJECTS," "THE DEVELOPMENT," and "THE DEVELOPER" and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #1 Projects, and the Development (as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Developer," "CONTINUING DISCLOSURE – The Developer" and "– The Developer's Compliance with Prior Undertakings," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX E-2," "APPENDIX F," "APPENDIX G," and "APPENDIX H" (collectively, the "Developer Disclosures") in accordance with subsection 4(f) herein.

3. Developer Documents. The Developer has executed and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

a. this Developer's Letter of Representations;

b. the Development Agreement;

c. the Single-Family Option Agreement (as defined in the Preliminary Limited Offering Memorandum);

d. the Improvement Area #1 Reimbursement Agreement;

e. the Improvement Area #1 Construction, Funding, and Acquisition Agreement; and

f. the Continuing Disclosure Agreement of Developer.

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Developer is duly organized and validly existing as a corporation under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the "Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction, or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party.

d. No Litigation. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer's Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. No "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which the Developer is a party described in the Limited Offering Memorandum, or under any material

documents relating to the financing and construction of the Improvement Area #1 Projects to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default" by the Developer has occurred and is continuing.

5. Indemnification.

a. The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees, and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act of 1933 or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer's Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement, or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer, or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer's Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer's Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer's Letter of Representations.

Signature page follows.

Dated: March 10, 2026

TAYLOR MORRISON OF TEXAS, INC.,
a Texas corporation

By:_____
Name:_____
Title: _____

APPENDIX B

$2,553,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of FMSbonds, Inc. ("FMS"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds") of the City of Celina, Texas (the "Issuer").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) FMS offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement for the Bonds, FMS has agreed in writing on or prior to the Sale Date that (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth Business Day after the Sale Date, or (ii) the date on which FMS sold at least 10% of such Hold-the-Offering-

Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is March 10, 2026.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail or other third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The remainder of this page is left blank intentionally.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents FMS's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Tax Exemption with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

EXECUTED and DELIVERED as of this _____, 2026.

FMSbonds, Inc.,
as Underwriter

By:_____
Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(*Attached*)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

APPENDIX C

LETTERHEAD OF MESSER FORT, PLLC

March 31, 2026

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue,
Suite 3600
Dallas, Texas 75201-7932

U.S. Bank Trust Company, National Association, as Trustee
111 Filmore Avenue East
St. Paul, Minnesota 55107
Attn: Bond Operations

Greenberg Traurig, LLP
2200 Ross Avenue, Suite 5200
Dallas, Texas 75201

$2,553,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

Ladies and Gentlemen:

We are the Attorney for the City of Celina, Texas (the "City"), and are rendering this opinion in connection with the issuance and sale of $2,553,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)" (the "Bonds"), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. _____ and enacted by the City Council of the City (the "City Council") on March 10, 2026 (the "Bond Ordinance"), and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act"), the Indenture of Trust, dated as of July 1, 2023, and Supplemental Indenture of Trust, dated as of March 1, 2026 (together, the "Indenture"), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and relating to the Bonds. The Bonds are being sold to FMSbonds, Inc. pursuant to the Bond Purchase Agreement dated March 10, 2026, between the City and FMSbonds Inc. (the "Bond Purchase Agreement"). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In our capacity as City Attorney, and for the purpose of rendering opinions set forth herein, we have reviewed the following:

(a) Resolution No. 2023-31R enacted by the City Council on April 11, 2023 (the "Creation Resolution");

(b) The Assessment Ordinance;

(c) The Bond Ordinance;

(d) The Indenture;

(e) the Development Agreement;

(f) The Improvement Area #1 Reimbursement Agreement;

(g) the Improvement Area #1 Construction, Funding, and Acquisition Agreement; and

(h) That certain Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of March 1, 2026, executed and delivered by the City, MuniCap, Inc., as Administrator (the "Administrator"), and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent.

The Creation Resolution, the Assessment Ordinance, and the Bond Ordinance shall hereinafter be referred to as the "Authorizing Documents" and the remaining documents shall hereinafter be collectively referred to as the "Reviewed Documents."

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution, and delivery of each of the Reviewed Documents by all parties thereto other than the City; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on **Exhibit A** attached to this letter and the exclusions set forth on **Exhibit B** attached to this letter. Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Developer's Closing Certificate delivered pursuant to the Bond Purchase Agreement; (d) the Developer's Letter of Representations delivered pursuant to the Bond Purchase Agreement; (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Greenberg Traurig, LLP ("Developer's Counsel"); and (f) the Administrator's Letter of Representations delivered pursuant to the Bond Purchase Agreement (collectively, the "Reliance Materials"). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters,

circumstances, or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in the light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

The opinions expressed herein are subject to the correctness in understanding that no beneficiary to this opinion letter may rely on this opinion letter to the extent that such beneficiary or its counsel has actual knowledge of any: (a) applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts, or circumstances; and (b) judicial decision which would make the opinions set forth herein incorrect.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Messer Fort, PLLC attorneys who have given substantive attention to matters concerning the City during the course of our representation of the City in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular, our response does not include matters known to any attorney of our firm in a capacity other than as counsel to the City. In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge," "our actual knowledge" and similar expressions signify that, in the course of our representation of the City the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Further, the words "our knowledge," "our actual knowledge" and similar expressions used in this opinion letter are intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in preparation of the Reviewed Documents in representation of the City. We have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the Reviewed Documents. The City has taken or obtained all actions, approvals, consents, and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the Reviewed Documents and the performance of its obligations thereunder.

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry, or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting, or seeking to prohibit, restrain, or enjoin the delivery of any of the Bonds, or

the payment, collection, or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in Improvement Area #1 of the District pursuant to the provisions of the Assessment Ordinance, and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the Reviewed Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The Reviewed Documents have been duly authorized, executed and delivered by the City and remain legal, valid, and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such Reviewed Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the Reviewed Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

6. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES – Assessment Methodology" (first paragraph only), "THE CITY – Background" and "– City Government," "THE DISTRICT – General" and "– Powers and Authority of the City," "LEGAL MATTERS – Litigation – The City" are a fair and accurate summary of the laws and the documents and facts summarized therein.

7. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the Reviewed Documents.

8. The adoption of the Authorizing Documents and the execution and delivery of the Reviewed Documents and the compliance with the provisions of the Authorizing Documents and the Reviewed Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order, or consent decree to which the City is subject.

The foregoing opinions are, with your concurrence, predicated on, limited by, and qualified in their entirety by the following:

(a) The foregoing opinions are based on and limited to the laws of the State of Texas, and we render no opinion with respect to the federal laws of the United States or to the laws of any other jurisdiction.

(b) We express no opinion with respect to the enforceability of provisions of the Reviewed Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on, or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third parties; (vi) evidentiary standards; (vii) waiver of rights to notice or the obligations of good faith, fair, dealing, diligence or reasonableness; (viii) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability; (ix) the availability of specific performance, injunctive relief or any other equitable remedy (regardless of whether such question is considered in a proceeding in equity or at law); (x) fixed, stipulated or liquidated damages; (xi) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the Reviewed Documents; (xii) authorizing any party to exercise any rights other than in accordance with applicable law; (xiii) liability of any party for payment of any amount payable under the Reviewed Documents to the extent such amounts (A) accrue, or are attributable to any period of time, after the termination of any of the Reviewed Documents, (B) allow any other party to recover more than the "benefit of its bargain" or (C) exceed the amount of any party's actual damages; (xiv) rendering inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); (xv) requiring all amendments, waivers and terminations be in writing or requiring disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxii) an exemption from any sales or other taxes; (xxiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor's rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the

exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

We express no opinion as to the laws of any jurisdiction other than the laws of Texas and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of Texas and the United States of America as currently in effect.

We assume there are no material misstatements in the legal opinions delivered by the other parties and entities to this transaction; and further specifically rely upon Bond Counsel to the City with regard to the Bond Ordinance, Indenture, Continuing Disclosure Agreement of Issuer, bond purchase agreement or other documents prepared, delivered or executed in connection with the Bonds and Bond documents, and the Attorney General's review and approval of the transaction.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the transactions described therein, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. This opinion letter does not constitute a warranty or guarantee or an opinion as to matters of fact and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,

MESSER FORT, PLLC

By: Julie Fort
City Attorney

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;

2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;

4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;

5. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the City, the Reviewed Documents are enforceable against the other parties thereto;

6. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;

7. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents;

8. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents;

9. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP, Bond Counsel to the City; and (ii) Greenberg Traurig, LLP, Developer's Counsel;

10. There are no material misstatements in the Letters of Representations delivered pursuant to the Bond Purchase Agreement by Municap, Inc., Administrator;

11. None of the parties to the Reviewed Documents (other than the City) is a party to any court or regulatory proceeding relating to or otherwise affecting the Reviewed Documents or is subject to any order, writ, injunction, or decree of any court or federal, state, or local governmental agency or commission that would prohibit the execution and delivery of the Reviewed Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof; and

12. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an administrative body and not adjudicated invalid or unenforceable are valid and enforceable.

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

None of the opinions expressed in the letter to which this Exhibit B is attached include any implied opinion unless such implied opinion is both (a) essential to the legal conclusion reached by the express opinions set forth in this letter and (b) based upon prevailing norms and expectations among experienced lawyers in the State of Texas, reasonable in the circumstances. Moreover, unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions do not address any of the following legal issues or the effects thereof on the transactions evidenced by the Bond Purchase Agreement or any other documents prepared, delivered, or executed in connection with the Bonds (the "***Bond Documents***"), and we specifically express no opinion with respect to the Bond Documents:

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state "***Blue Sky***" laws and regulations.

2. The compliance or noncompliance by the Underwriter, the Trustee, the Developer, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;

3. Compliance with fiduciary duty requirements;

4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.

5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;

6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;

7. The recordation or filing of any Bond Documents or related documents;

8. Federal and state environmental laws and regulations;

9. Federal and state land use and subdivision laws and regulations;

10. Federal and state tax laws and regulations;

11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

12. Federal and state racketeering laws and regulations (e.g., RICO);

13. Federal and state health and safety laws and regulations (e.g., OSHA);

14. Federal and state labor laws and regulations;

15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws; and

16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

APPENDIX D

March 31, 2026

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue,
Suite 3600
Dallas, Texas 75201-7932

U.S. Bank Trust Company National Association,
as Trustee
Attn: Bond Operations
111 Filmore Avenue East
St. Paul, Minnesota 55107

Messer Fort, PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

$2,553,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

Ladies and Gentlemen:

I. Introduction

We have acted as special counsel to Taylor Morrison of Texas, Inc., a Texas corporation (the "Developer"), in connection with the issuance and sale by the City of Celina, Texas (the "City"), of $2,553,000 City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project) (the "Bonds"), pursuant to the Indenture of Trust, dated as of July 1, 2023, and Supplemental Indenture of Trust, dated as of March 1, 2026 (together, the "Indenture"), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and relating to the Bonds. Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Cross Creek Meadows" (the "Development") located within the corporate boundaries of the City.

The Bonds are being sold by FMSbonds, Inc. (the "Underwriter"), pursuant to that certain Bond Purchase Agreement, dated March 10, 2026 (the "Bond Purchase Agreement"), between the City and the Underwriter. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents (collectively, the "Material Documents"):

(1) the Development Agreement;

(2) the Improvement Area #1 Reimbursement Agreement;

(3) the Improvement Area #1 Construction, Funding, and Acquisition Agreement;

(4) the Continuing Disclosure Agreement of Developer;

(5) the Developer's Letter of Representations;

(6) the Developer's Closing Certificate; and

(7) the General Certificate of the Developer with respect to the Bonds, dated as of March 31, 2026 (the "Developer Certificate").

(b) The Preliminary Limited Offering Memorandum, dated February 24, 2026, relating to the issuance of the Bonds (the "Preliminary Limited Offering Memorandum");

(c) The final Limited Offering Memorandum, dated March 10, 2026, relating to the issuance of the Bonds (the "Limited Offering Memorandum"); and

(d) Such other documents, records, agreements, and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the Developer the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words "our knowledge" and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer), that: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto (other than the authorization, execution, and delivery by the Developer) and that each such document constitutes a valid, binding, and enforceable obligation of each party (other than the Developer) thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its obligations

under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental entity of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction, or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified, or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction, or decree of any court or federal, state, or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than the Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

II. Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

(a) The Developer is a corporation formed under the laws of the State of Texas and qualified to transact business as a corporation, and in good standing under the laws of the State of Texas.

(b) The Developer has the power and authority to execute and deliver the Material Documents to which it is a party, and to perform its obligations thereunder.

(c) The execution and delivery by the Developer of the Material Documents to which it is a party, and the performance by the Developer of its obligations under the Material Documents will not (i) violate any applicable law; or (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its obligations under the Material Documents to which it is a party.

(d) To our knowledge, no governmental approval which has not been obtained is required to be obtained by the Developer on or before the date hereof as a condition to the performance by the Developer of its obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

(e) Based solely on the Developer Certificate, the Developer has duly executed and delivered each of the Material Documents to which it is a party, and each of the Material Documents constitute the legal, valid, and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally, (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part. The execution, delivery, and performance by the Developer of its obligations under the Material Documents do not violate any existing laws of the State of Texas applicable to the Developer.

(f) To our knowledge, there are no actions, suits, or proceedings pending or threatened against the Developer identified in the Developer Certificate, or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to: (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Material Documents to which it is a party; (iii) the titles of the parties executing the Material Documents; (iv) the execution, delivery, validity, or enforceability of the Material Documents on behalf of the Developer; (v) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial condition of the Developer; or (vi) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

(g) Based solely on the Developer Certificate, the execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, indenture, bond note, resolution,

agreement, or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Developer Certificate, which violation, breach, or default would materially adversely affect the Developer or its performance of its respective obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable law, or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

(h) The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "PLAN OF FINANCE – Development Plan," "– Homebuilders; Single-Family Option Agreement; Lot Purchase and Sale Agreement," and "– Status of Lot Sales and Home Construction in Improvement Area #1," "OVERLAPPING TAXES AND DEBT – Homeowners' Association Dues," "THE IMPROVEMENT AREA #1 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #1 Projects, and the Development (as defined in the Limited Offering Memorandum))," "LEGAL MATTERS – Litigation – The Developer," and "CONTINUING DISCLOSURE – The Developer," and "– The Developer's Compliance with Prior Undertakings" adequately and fairly describe the information summarized under such captions and are correct as to matters of law.

(i) Subject to the below qualifications and based upon our participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and our participation at conferences with representatives of the Underwriter and its counsel, of the City and its counsel, and with representatives of the Developer at which the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum and as of March 10, 2026, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

III. Qualifications

In addition to any assumptions, qualifications, and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees, or orders or the pendency of any actions, proceedings, investigations, or litigation.

(b) We have relied upon the Developer Certificate, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents, or the representations contained therein. With respect to our opinion in II(a) relating to the Developer's good standing, we have relied solely on a Certificate of Fact being issued by the Secretary of State of Texas with respect to the Developer and an online search of the Franchise Tax Account Status page of the website of the Texas Comptroller of Public Accounts which indicated the right of the Developer to do business in the State of Texas is intact.

(c) Our opinion is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith, and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws, and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the

availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship, and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas, and other laws or court decisions limiting the rights of creditors to repossess, foreclose, or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction, or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisement, valuation, stay of execution, redemption, extension of time for payment, setoff, and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal, or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Very truly yours,

APPENDIX E

DEVELOPER'S CLOSING CERTIFICATE

Taylor Morrison of Texas, Inc., a Texas corporation (the "Developer"), DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Developer is a Texas corporation organized, validly existing, and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter") to be used in connection with the offering by the City of its $2,553,000 aggregate principal amount of Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project) (the "Bonds"), pursuant to the Preliminary Limited Offering Memorandum, dated February 24, 2026 (the "Preliminary Limited Offering Memorandum"), and Limited Offering Memorandum dated March 10, 2026 (the "Limited Offering Memorandum").

3. The Developer has delivered to the Underwriter and the City true, correct, complete, and fully executed copies of the Developer's organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State, and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer, both dated within 10 days of the date hereof.

5. The Developer has executed and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, except as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or similar laws or equitable principles affecting the rights of creditors generally:

(a) the Developer's Letter of Representations, dated March 10, 2026;

(b) the Development Agreement;

(c) the Single-Family Option Agreement (as defined in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum);

(d) the Improvement Area #1 Reimbursement Agreement;

(e) the Improvement Area #1 Construction, Funding, and Acquisition Agreement; and

(f) the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of March 1, 2026, executed and delivered by the Developer, MuniCap, Inc., as Administrator, and HTS Continuing Disclosure, a division of Hilltop Securities Inc., as Dissemination Agent.

6. The Developer owned all of the Assessed Property located in Improvement Area #1 of the District on the date that the Assessment Ordinance was adopted and is not an entity that may claim a homestead right under Texas law.

7. The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

9. The execution and delivery of the Developer Documents by the Developer do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the Developer is a party or is otherwise subject which violation, breach, or default would materially adversely affect the Developer or its performance of its obligations under the transactions described in the Developer Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Developer Documents under (i) applicable law, or (ii) any such loan agreement, indenture, bond, note, resolution, agreement, or other instrument.

10. The execution and delivery of the Developer Documents by the Developer do not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

11. The Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps therein and under the captions and subcaptions "PLAN OF FINANCE – Development Plan," "– Homebuilders; Single-Family Option Agreement; Lot Purchase and Sale Agreement," and "– Status of Lot Sales and Home Construction in Improvement Area #1," "OVERLAPPING TAXES AND DEBT – Homeowners' Association Dues," "THE IMPROVEMENT AREA #1 PROJECTS," "THE DEVELOPMENT," and "THE DEVELOPER" and, to the Developer's

knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #1 Projects, and the Development (as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Developer," "CONTINUING DISCLOSURE – The Developer" and "– The Developer's Compliance with Prior Undertakings," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX E-2," "APPENDIX F," "APPENDIX G," and "APPENDIX H" (collectively, the "Developer Disclosures") and certifies that the information contained in the Developer Disclosures is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum, and as of the date of the Limited Offering Memorandum; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum.

12. The Developer has reviewed and approved the information contained in the Developer Disclosures in the Limited Offering Memorandum and certifies that the same is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Limited Offering Memorandum and as of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

13. To the Developer's knowledge, the Developer is in compliance in all material respects with all provisions of applicable law relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of the property within Improvement Area #1 of the District as described in the Limited Offering Memorandum; and (b) the Developer has no reason to believe that any additional permits, consents and licenses required to complete the development of the property within Improvement Area #1 of the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

14. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed, or consented to a petition in bankruptcy, petitioned or applied (or consented to any third-party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

15. The levy of the Assessments on property in the District owned by the Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture, or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

16. The Developer is not in default under any mortgage, trust indenture, lease, or other instrument to which it or any of its assets is subject, which default would have a material and

adverse effect on the Bonds or the Developer's ability to perform its obligations under the Developer Documents.

17. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state, or local governmental laws or regulations relating to the environment in any material and adverse respect.

18. No liens exist on land in Improvement Area #1 of the District on the date hereof.

Signature page follows.

Dated: March 31, 2026

DEVELOPER:

TAYLOR MORRISON OF TEXAS, INC.,
a Texas corporation

By:_____
Name:_____
Title: _____

APPENDIX F

LETTERHEAD OF MUNICAP, INC.

March __, 2026

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-2784

U.S. Bank Trust Company, National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of MuniCap, Inc. ("MuniCap," "we," or "our"), consultant in connection with the creation by the City of Celina, Texas (the "City"), of Cross Creek Meadows Public Improvement District (the "District"), does hereby represent the following:

1. MuniCap has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated February 24, 2026, and the final Limited Offering Memorandum for the Bonds, dated March 10, 2026 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City, as described above. The information MuniCap provided for the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES," "THE DISTRICT – Collection and Delinquency History in Improvement Area #1," "– Prepayment History," and "– Top Assessment Payers in Improvement Area #1," and "THE ADMINISTRATOR" and (b) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX C to the Limited Offering Memorandum.

2. At the request of the City, MuniCap has prepared the SAP and acknowledges and agrees that the SAP will be included in the Limited Offering Memorandum for the Bonds.

3. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described in paragraph 1 above do not contain an untrue statement of a material fact as to the information and data set forth therein and do not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

4. We agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of our name in the Limited Offering Memorandum for the Bonds.

5. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter

and prior to the actual time of delivery of the Bonds (anticipated to occur on or about March 31, 2026) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

6. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

MUNICAP, INC.

_____

By: _____

Its: _____

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer dated as of March 1, 2026 (this "Disclosure Agreement") is executed and delivered by and among the City of Celina, Texas (the "Issuer"), MuniCap, Inc. (the "Administrator"), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (in such capacity, the "Dissemination Agent"), with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)" (the "Bonds"). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust, dated as of July 1, 2023, and the Supplemental Indenture of Trust, dated as of March 1, 2026, both relating to the Bonds (together, the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, the following capitalized terms shall have the following meanings:

"Annual Collections Report" shall mean any Annual Collections Report provided by the Issuer pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Annual Collections Report Filing Date" shall mean, for each Fiscal Year succeeding the reporting Fiscal Year, the date that is three (3) months after the Final Assessment Payment Date, which Annual Collections Report Filing Date is currently April 30.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in subsection 4(a) of this Disclosure Agreement.

"Annual Financial Information Filing Date" shall mean, for each Fiscal Year, the date that is six (6) months after the end of the Issuer's Fiscal Year, which Annual Financial Information Filing Date is currently March 31.

"Audited Financial Statements" shall mean the audited financial statements of the Issuer that have been prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer and that have been audited by an independent certified public accountant.

"Collections Reporting Date" shall mean, for each Tax Year, the date that is one (1) month after the Delinquency Date, which Collections Reporting Date is currently March 1.

"Delinquency Date" shall mean February 1 of the year following the year in which the Assessments were billed or as may be otherwise defined in Section 31.02 of the Texas Tax Code, as amended.

"Disclosure Agreement of Developer" shall mean the Continuing Disclosure Agreement of Developer relating to the Bonds, dated as of March 1, 2026, executed and delivered by the Developer, the Administrator, and the Dissemination Agent.

"Disclosure Representative" shall mean the Director of Finance or City Manager of the Issuer or his or her designee, or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer, and which has filed with the Trustee a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access System currently available on the internet at http://emma.msrb.org.

"Final Assessment Payment Date" shall mean the calendar day preceding the Delinquency Date.

"Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the Issuer's fiscal year, currently the twelve-month period from October 1 through the following September 30.

"Listed Events" shall mean any of the events listed in subsection 6(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board, or any other entity designated or authorized by the SEC to receive continuing disclosure reports pursuant to the Rule.

"Participating Underwriter" shall mean FMSbonds, Inc., and its successors and assigns.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SAP Update" shall have the meaning assigned to such term in subsection 4(a)(iii) of this Disclosure Agreement.

"SEC" shall mean the United States Securities and Exchange Commission.

"Tax Year" means the calendar year or as may be otherwise defined in Section 1.04 of the Texas Tax Code, as amended.

SECTION 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) Commencing with the Fiscal Year ending September 30, 2026, the Issuer shall provide or cause to be provided to the MSRB, in electronic or other format required by the MSRB (i) not later than the Annual Financial Information Filing Date, its Annual Financial Information, and (ii) not later than twelve (12) months after the end of the Issuer's Fiscal Year, its Audited Financial Statements. In each case, the Annual Financial Information and the Audited Financial Statements, as applicable, may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next Annual Financial Information Filing Date. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) Upon delivery by the Issuer of the Annual Financial Information or the Audited Financial Statements, as applicable, to the Dissemination Agent together, with written instructions to file such information or financial statements, as applicable, with the MSRB, the Dissemination Agent shall:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Financial Information or the Audited Financial Statements, as applicable, on the respective dates required in subsection (a); and

(ii) file the Annual Financial Information or the Audited Financial Statements, as applicable, on the respective dates required, containing, or incorporating by reference, the information set forth in Section 4 hereof.

(c) If the Issuer has provided the Dissemination Agent with the completed Annual Financial Information or the Audited Financial Statements, as applicable, together with written instructions to file such financial information or financial statements with the MSRB and the Dissemination Agent has filed such financial information or financial statements with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Financial Information or the Audited Financial Statements, as applicable, has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which report shall include a filing receipt from the MSRB.

SECTION 4. Content and Timing of Annual Financial Information and Audited Financial Statements. The Annual Financial Information and the Audited Financial Statements shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) *Annual Financial Information*. By the Annual Financial Information Filing Date, the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount, principal amount remaining Outstanding, and the total interest amount due on aggregate principal amount Outstanding;

(B) The funds and accounts under the Indenture securing the Bonds and a description of the related investments; and

(C) The assets and liabilities of the Trust Estate.

(ii) Financial information and operating data with respect to the Issuer of the general type, in substantially similar form to that shown in the tables provided under Section 4(a)(ii) of Exhibit B attached hereto. Such information shall be provided as of the end of the reporting Fiscal Year.

(iii) Updates to the information in the Service and Assessment Plan or the Annual Service Plan Update as most recently amended or supplemented, including any changes to the methodology for levying the Assessments in Improvement Area #1.

(iv) Until building permits have been issued for parcels or lots representing, in the aggregate, ninety-five percent (95%) of the total Assessments levied within Improvement Area #1, the Annual Financial Information (in the Annual Service Plan Update or otherwise) shall include the number of certificates of occupancy ("COs") issued for new homes completed in Improvement Area #1 during such Fiscal Year and the aggregate number of COs issued for new homes completed within Improvement Area #1 since filing the initial Annual Financial Information for Fiscal Year ending September 30, 2026.

(v) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's Audited Financial Statements during such Fiscal Year.

(b) *Audited Financial Statements*. Within twelve (12) months after the end of each Fiscal Year, the Audited Financial Statements of the Issuer, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If such Audited Financial Statements are not complete within twelve (12) months after the end of each Fiscal Year, then the Issuer shall provide unaudited financial statements within such period and shall provide

Audited Financial Statements for the applicable Fiscal Year when and if the audit report on such statements becomes available.

(c) See Exhibit B hereto for a form for submitting the Annual Financial Information. The Issuer has designated MuniCap, Inc., as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer staff, shall prepare and provide to the Dissemination Agent the Annual Financial Information on behalf of the Issuer within the timeline described in subsection (a) of this Section 4. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Financial Information and Audited Financial Statements under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Annual Collections Report.

(a) For each Fiscal Year succeeding the reporting Fiscal Year, the Issuer shall provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, not later than the Annual Collections Report Filing Date, an Annual Collections Report provided to the Dissemination Agent which complies with the requirements specified in this Section 5; provided that the Issuer may provide the Annual Collections Report as part of the Annual Financial Information, if such Annual Collections Report is available when the Annual Financial Information is provided to the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) The Annual Collections Report for the Bonds shall contain, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Collections Report Filing Date, certain financial information and operating data with respect to collection of the Assessments of the general type and in substantially similar form to that shown in the tables provided in Exhibit C attached hereto. Such information shall cover the period beginning the first (1^{st}) day of the Fiscal Year succeeding the reporting Fiscal Year through the Collections Reporting Date. If the State Legislature amends the definition of Delinquency Date or Tax Year, the Issuer shall file notice of such change or changes with the MSRB prior to the next Annual Collections Report Filing Date. The Administrator, and if no Administrator is designated, Issuer staff, shall prepare the Annual Collections Report. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Collections Report under this Section 5.

SECTION 6. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 6, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the Bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Any sale by the Developer of real property within Improvement Area #1 in the ordinary course of the Developer's business will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding

under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018 (the "2018 Release") and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release. For the avoidance of doubt, issuance of Additional Bonds or the incurrence of Additional Obligations without the filing of a corresponding official statement with the MSRB will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with this Section must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent, in writing, to immediately file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide Audited Financial Statements (or unaudited financial statements, if Audited Financial Statements are not available) or Annual Financial Information, as applicable, as required under this Disclosure Agreement. See Exhibit A hereto for a form for submitting "Notice to MSRB of Failure to File."

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design, and other elements comprising substantive contents of all disclosures made pursuant to this Section 6. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 6 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than three (3) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall

file a notice of such occurrence with the MSRB no later than the Business Day immediately following the day on which it receives written instructions from the Issuer. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to Bond calls only), 10, 13, 14, or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer discharges the Dissemination Agent without appointing a successor Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within 30 days of such discharge. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer.

SECTION 8. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator, and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required with respect to the Bonds. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 6(a).

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5 or 6(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Financial Information or Audited Financial Statements, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(a), and (ii) the Audited Financial Statements for the Fiscal Year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information, Annual Collections Report, Audited Financial Statements, or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Financial Information, Annual Collections Report, Audited Financial Statements, or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information, Annual Collections Report, Audited Financial Statements or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Dissemination Agent (at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement shall not be deemed a default under the Disclosure Agreement of Developer, and a default under the Disclosure Agreement of Developer shall not be deemed a default under this Disclosure Agreement.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Financial Information, Annual Collections Report and the Audited Financial Statements) prepared by the Issuer pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees, and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected from the owners of Assessed Property in Improvement Area #1, against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses, or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent shall not be responsible for the Issuer's failure to submit a complete Annual Financial Information, Annual Collections Report or Audited Financial Statements to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 6 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The Issuer, the Administrator, and the Dissemination Agent agree that the legal expenses of the Dissemination Agent which it is expressly entitled to be paid pursuant to this subsection 12(a) constitute Administrative Expenses.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected from the owners of Assessed Property in Improvement Area #1, against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses, or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The Issuer, the Administrator, and the Dissemination Agent agree that the legal expenses of the Administrator which it is expressly entitled to be paid pursuant to this subsection 12(b) constitute Administrative Expenses.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY PARTY TO THIS DISCLOSURE AGREEMENT, WHETHER NEGLIGENT OR WITHOUT FAULT

ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. EXCEPT AS DESCRIBED IN SECTION 11 HEREOF WITH RESPECT TO THE DISSEMINATION AGENT, NEITHER THE DISSEMINATION AGENT NOR THE ADMINISTRATOR ARE UNDER ANY OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 13. Assessments Timeline. The basic expected timeline for the collection of the Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit D which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds, or any other document related to the Bonds.

SECTION 14. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future council members, officer, agent, or employee of the Issuer, the Administrator, or Dissemination Agent in other than that person's official capacity.

SECTION 15. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act, or action, or part thereof, is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

SECTION 16. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 17. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 18. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services

rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Administrative Expenses component of the Annual Installments collected from the property owners in Improvement Area #1, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 19. Statutory Verifications. The Dissemination Agent and the Administrator, each individually, make the following representation and verifications pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Disclosure Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator, as the case may be, within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Disclosure Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Disclosure Agreement, notwithstanding anything in this Disclosure Agreement to the contrary.

(a) *Not a Sanctioned Company*. The Dissemination Agent and the Administrator, each individually, represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Dissemination Agent and the Administrator and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) *No Boycott of Israel*. The Dissemination Agent and the Administrator, each individually, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) *No Discrimination Against Firearm Entities*. The Dissemination Agent and the Administrator, each individually, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) *No Boycott of Energy Companies*. The Dissemination Agent and the Administrator, each individually, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. As used in the

foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

SECTION 20. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement. Submitted herewith is a completed Form 1295 in connection with the Administrator's participation in the execution of this Disclosure Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Issuer hereby confirms receipt of the Form 1295 from the Administrator, and the Issuer agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Administrator and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number, neither the Issuer nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Administrator; and, neither the Issuer nor its consultants have verified such information.

SECTION 21. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 22. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Issuer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

Signature pages follow.

CITY OF CELINA, TEXAS
(as Issuer)

By: _____
City Manager

HTS CONTINUING DISCLOSURE SERVICES,
a division of Hilltop Securities Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

MUNICAP, INC.,
(as Administrator)

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE
[ANNUAL FINANCIAL INFORMATION][AUDITED FINANCIAL STATEMENTS]
[UNAUDITED FINANCIAL STATEMENTS] [ANNUAL COLLECTIONS REPORT]

Name of Issuer:	City of Celina, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)
Date of Delivery:	_____, 20__
CUSIP Numbers:	[Insert CUSIP Numbers]

NOTICE IS HEREBY GIVEN that the City of Celina, Texas, has not provided [Annual Financial Information] [Audited Financial Statements] [unaudited financial statements] [the Annual Collections Report] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer related to such bonds, dated as of March 1, 2026, among the Issuer, MuniCap, Inc., as Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent. The Issuer anticipates that the [Annual Financial Information] [Audited Financial Statements] [unaudited financial statements] [Annual Collections Report] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services, a division of
Hilltop Securities Inc.,
on behalf of the City of Celina, Texas
(solely in its capacity as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

EXHIBIT B

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

ANNUAL FINANCIAL INFORMATION[*]

Delivery Date: _____, 20___

CUSIP Nos: [Insert CUSIP Nos]

DISSEMINATION AGENT

Name: _____
Address: _____
City: _____
Telephone: _____
Contact Person _____

Section 4(a)(i)(A)

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

Section 4(a)(i)(B)

FUNDS AND ACCOUNTS AND RELATED INVESTMENTS

Fund/Account Name	Investment Description	Par Value	Book Value	Market Value

[*] Excluding Audited Financial Statements of the Issuer

Section 4(a)(i)(C)

ASSETS AND LIABILITIES OF TRUST ESTATE

Bonds (Principal Balance)	_____
Funds and Accounts [list]	_____
TOTAL ASSETS	_____

Form of Accounting □ Cash □ Accrual □ Modified Accrual

Section 4(a)(ii)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR

Debt Service Requirements on the Bonds

Year Ending (September 30)	Principal	Interest	Total

Top Assessment Payers in Improvement Area #1[(1)]

Property Owner	No. of Parcels/Lots	Percentage of Parcels/Lots	Outstanding Assessments	Percentage of Total Assessments

[(1)] Does not include those owing less than one percent (1%) of total Assessments.

Assessed Value of Improvement Area #1 of the District

The [YEAR] certified total assessed value for the land in Improvement Area #1 of the District is approximately $[AMOUNT] according to the Collin Central Appraisal District.

Foreclosure History Related to the Assessments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Delinquent Assessment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Assessment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
20__	$		$		$
20__					
20__					
20__					
20__					

[insert any necessary footnotes]

Collection and Delinquency History of Annual Installments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Total Annual Installment Billed	Parcels Levied[1]	Delinquent Amount as of 2/1	Delinquent % as of 2/1	Delinquent Amount as of 8/1	Delinquent % as of 8/1	Total Assessments Collected[2]
	$		$	%	$	%	$
20__							
20__							
20__							
20__							
20__							

[1] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

[2] [Does/does not] include interest and penalties.

Parcel Numbers for Delinquencies Equaling or Exceeding 10% of Annual Installments Due

For the past five Fiscal Years, if the total amount of delinquencies as of September 1 equals or exceeds ten percent (10%) of the amount of Annual Installments due, a list of parcel numbers for which the Annual Installments are delinquent.

Fiscal Year Ended (9/30)	Delinquent % as of 9/1	Parcel Numbers
20__	%	
20__		

History of Prepayment of Assessments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
		$		$
20__				
20__				
20__				
20__				
20__				

[insert any necessary footnotes]

ITEMS REQUIRED BY SECTION 4(a)(iii) - (v)

[Insert a line item for each applicable listing]

EXHIBIT C

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

ANNUAL COLLECTIONS REPORT

Delivery Date: _____, 20___

CUSIP Nos: [Insert CUSIP Nos]

DISSEMINATION AGENT

Name: _____
Address: _____
City: _____
Telephone: _____
Contact Person _____

SELECT FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO COLLECTION OF THE ASSESSMENTS COVERING THE PERIOD BEGINNING WITH THE FIRST DAY OF THE FISCAL YEAR SUCCEEDING THE REPORTING FISCAL YEAR THROUGH THE COLLECTIONS REPORTING DATE PROVIDED IN COMPLIANCE WITH SECTION 5(A) OF THE CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER RELATING TO CITY OF CELINA, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)

Foreclosure History Related To The Annual Installments[(1)]

Succeeding Fiscal Year	Delinquent Annual Installment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Annual Installment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
20	$		$		$

(i) Period covered includes October 1, 20__ through March 1, 20__.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

Collection and Delinquency of Annual Installments[1]

Succeeding Fiscal Year	Total Annual Installment Levied	Parcels Levied[2]	Delinquent Amount as of 3/1	Delinquent % as of 3/1	Total Annual Installments Collected[3]
20__	$		$	%	$

[1] Period covered includes October 1, 20__ through March 1, 20__.

[2] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

[3] [Does/does not] include interest and penalties.

Prepayment of Assessments[1]

Succeeding Fiscal Year	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
		$		$

[1] Period covered includes October 1, 20__ through March 1, 20__.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

EXHIBIT D

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]

Date	Delinquency Clock (Days)	Activity
January 31		Assessments are due.
February 1	1	Assessments are delinquent if not received.
February 15	15	Upon receipt but no later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. **If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Dissemination Agent should be immediately notified in writing**. Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September.
March 1	29/30	Trustee pays bond interest payments to Owners. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.

[1] Illustrates anticipated dates and procedures for pursuing the collection of delinquent Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33 and 34, Texas Tax Code, as amended (the "Code"), and the County Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

April 1	**59/60**	At this point, if there is adequate funding for September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure delinquency. **For properties delinquent by more than one year or if the delinquency exceeds $10,000 the matter will be referred for commencement of foreclosure, in accordance with the County Tax/Assessor Collector's procedures.** **If there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of the Bond Fund such amounts as shall be required for the full September payments, the collection-foreclosure procedure will proceed against all delinquent properties, in accordance with the County Tax/Assessor Collector's procedures.**
July 1	**152/153**	Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments, in accordance with the County Tax/Assessor Collector's procedures. **Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent in writing of the commencement of preliminary foreclosure activity.** If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer. If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the Owners under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
August 15	197/198	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those Owners who have requested to be notified of collections progress. The goal for the

foreclosure actions is a filing by no later than August 15 (day 197/198).

Foreclosure action to be filed with the court.

Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Owners.

If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than 25% of the Owners may request a meeting with the City Manager or Director of Finance to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed 5%, Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collection of delinquent Assessments.

EXHIBIT D

SUPPLEMENTAL CFA

SUPPLEMENT TO CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

THIS SUPPLEMENT TO CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this "Supplement"), dated as of March 10, 2026, is by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality of the State of Texas (the "City"), and **TAYLOR MORRISON OF TEXAS, INC.**, a Texas corporation (the "Developer").

ARTICLE I
RECITALS

WHEREAS, the City and Developer entered into that certain Cross Creek Meadows Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement dated as of June 13, 2023 (the "Construction, Funding, and Acquisition Agreement").

WHEREAS, the Construction, Funding, and Acquisition Agreement provides certain terms and conditions relating to the disbursement of funds from the Improvement Area #1 Improvements Account and Improvement Area #1 Major Improvements Account for the payment of the Improvement Area #1 Improvements and Improvement Area #1 Major Improvements.

WHEREAS, the City Council desires to issue the Series 2026 Bonds (as defined herein) in accordance with the terms of the 2023 Indenture and that certain 2026 Supplemental Indenture (both as defined herein) and the PID Act.

WHEREAS, the Construction, Funding, and Acquisition Agreement may be amended by a written supplement executed by the parties thereto in accordance with Section 9.10 of the Construction, Funding, and Acquisition Agreement.

WHEREAS, the City and Developer desire to supplement certain terms and provisions of the Construction, Funding, and Acquisition Agreement, as set forth in this Supplement, to account for the 2026 Bonds.

All capitalized terms used in this Supplement but not defined herein shall have the meaning assigned to such terms in the Construction, Funding, and Acquisition Agreement.

ARTICLE II
AGREEMENTS

NOW, THEREFORE, for and in consideration of the terms and obligations contained in this Supplement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

2.01 Recitals. The recitals set forth above are true and correct and are incorporated into this Supplement by reference for all purposes.

2.02 Effect of Construction, Funding, and Acquisition Agreement. Except as modified by this Supplement, the terms, conditions, and provisions of the Construction, Funding, and Acquisition Agreement remain in full force and effect.

2.03 Supplemental Provisions. Article I of the Construction, Funding, and Acquisition Agreement is hereby supplemented to include the following definitions:

"2023 Indenture" means that certain Indenture of Trust, dated as of July 1, 2023, executed and delivered by and between the City and U.S. Bank Trust Company, National Association.

"2023 Bonds" means the City's bonds designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)".

"2026 Bonds" means the City's bonds designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project)".

"2026 Supplemental Indenture" means that certain Supplemental Indenture of Trust, dated as of March 1, 2026, executed and delivered by and between the City and U.S. Bank Trust Company, National Association.

2.04 Amended Provisions. The following defined terms in Article I of the Construction, Funding, and Acquisition Agreement are hereby amended as follows:

"Bond Ordinance" means, with respect to the 2023 Bonds, the ordinance adopted by the City Council on June 13, 2023, authorizing the issuance of the 2023 Bonds pursuant to the 2023 Indenture, and with respect to the 2026 Bonds, the ordinance adopted by the City Council on March 10, 2026, authorizing the issuance of the 2026 Bonds pursuant to the Indenture.

"Bonds" means the 2023 Bonds and the 2026 Bonds.

"Indenture" means the 2023 Indenture, as supplemented by the 2026 Supplemental Indenture.

"Service and Assessment Plan" means the Cross Creek Meadows Public Improvement District Service and Assessment Plan adopted by a City ordinance on June 13, 2023 by the City Council, prepared pursuant to the Act, as updated on March 10, 2026 in connection with the issuance of the 2026 Bonds.

ARTICLE III
MISCELLANEOUS

3.01. Severability. If any part of this Supplement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Supplement shall be given effect to the fullest extent possible.

3.02 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Supplement by any other party, or the failure by a party to exercise its rights upon the default of any other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Supplement thereafter.

3.03. Merger. No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Supplement shall be binding.

3.04. Parties in Interest. Nothing in this Supplement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer any rights, remedies or claims under or by reason of this Supplement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Supplement contained by or on behalf of the City or the Developer shall be for the sole and exclusive benefit of the City and the Developer.

3.05. Counterparts. This Supplement may be executed in counterparts, each of which shall be deemed an original.

3.06 Effective Date. This Supplement has been dated as of the date first above written solely for the purpose of convenience of reference and shall become effective upon its execution and delivery, on the Closing Date (as defined in the 2026 Supplemental Indenture) of the 2026 Bonds, by the parties hereto. All representations and warranties set forth therein shall be deemed to have been made on the Closing Date of the 2026 Bonds.

3.07. Statutory Verifications**.** The Developer makes the following representation and verifications pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Supplement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of Securities and Exchange Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Supplement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Supplement, notwithstanding anything in this Supplement to the contrary.

a. Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Supplement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Supplement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Supplement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

3.11. Form 1295. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Developer hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Supplement.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed as of March 10, 2026.

CITY OF CELINA, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:

_____
Name: _____
Title: City Secretary

(City Seal)

DEVELOPER:

TAYLOR MORRISON OF TEXAS, INC.,
a Texas corporation

By:_____
Name:_____
Title: _____

EXHIBIT E

SERVICE AND ASSESSMENT PLAN

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 is expected to be fully completed in June 2026. 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.

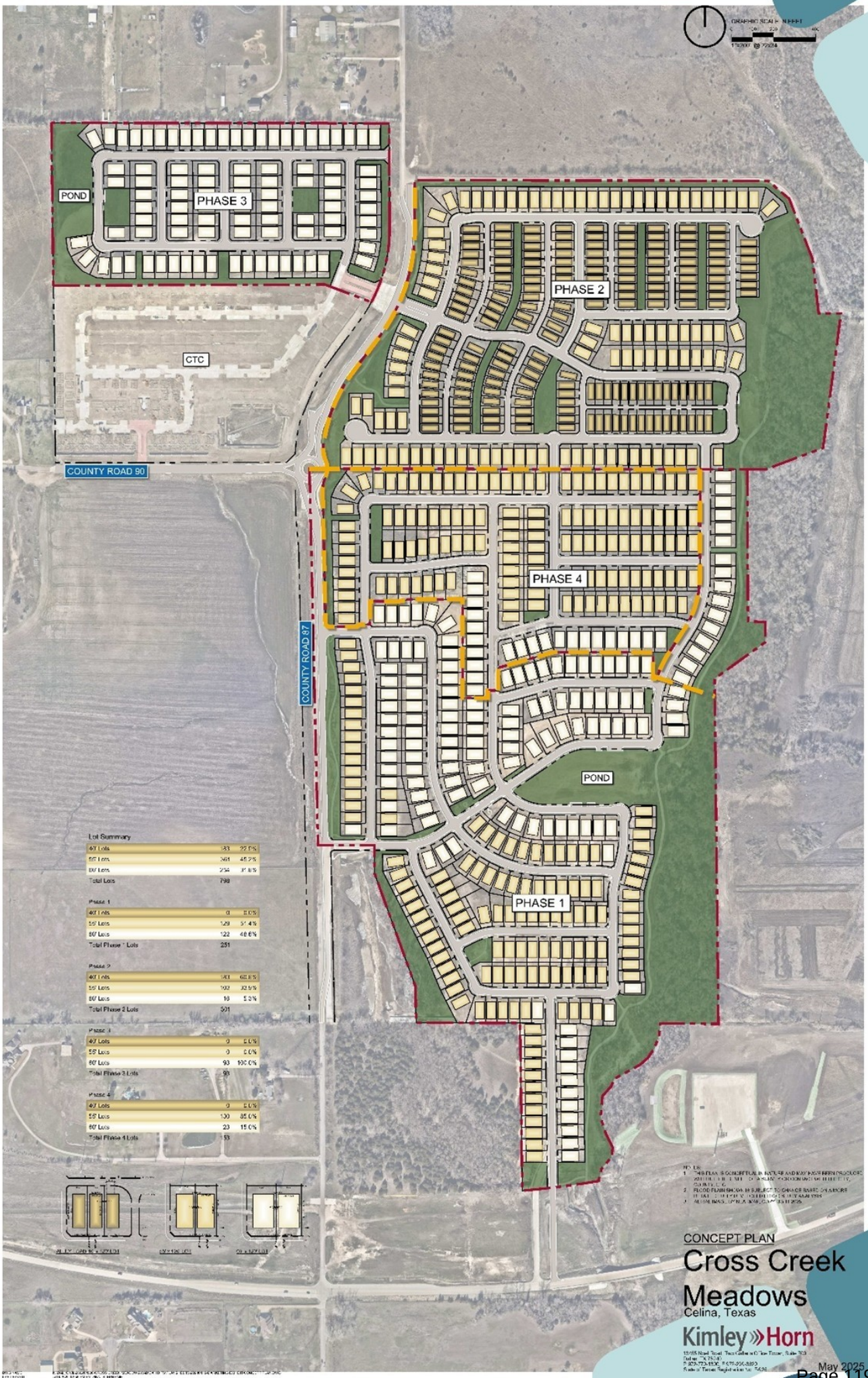
E. Severability

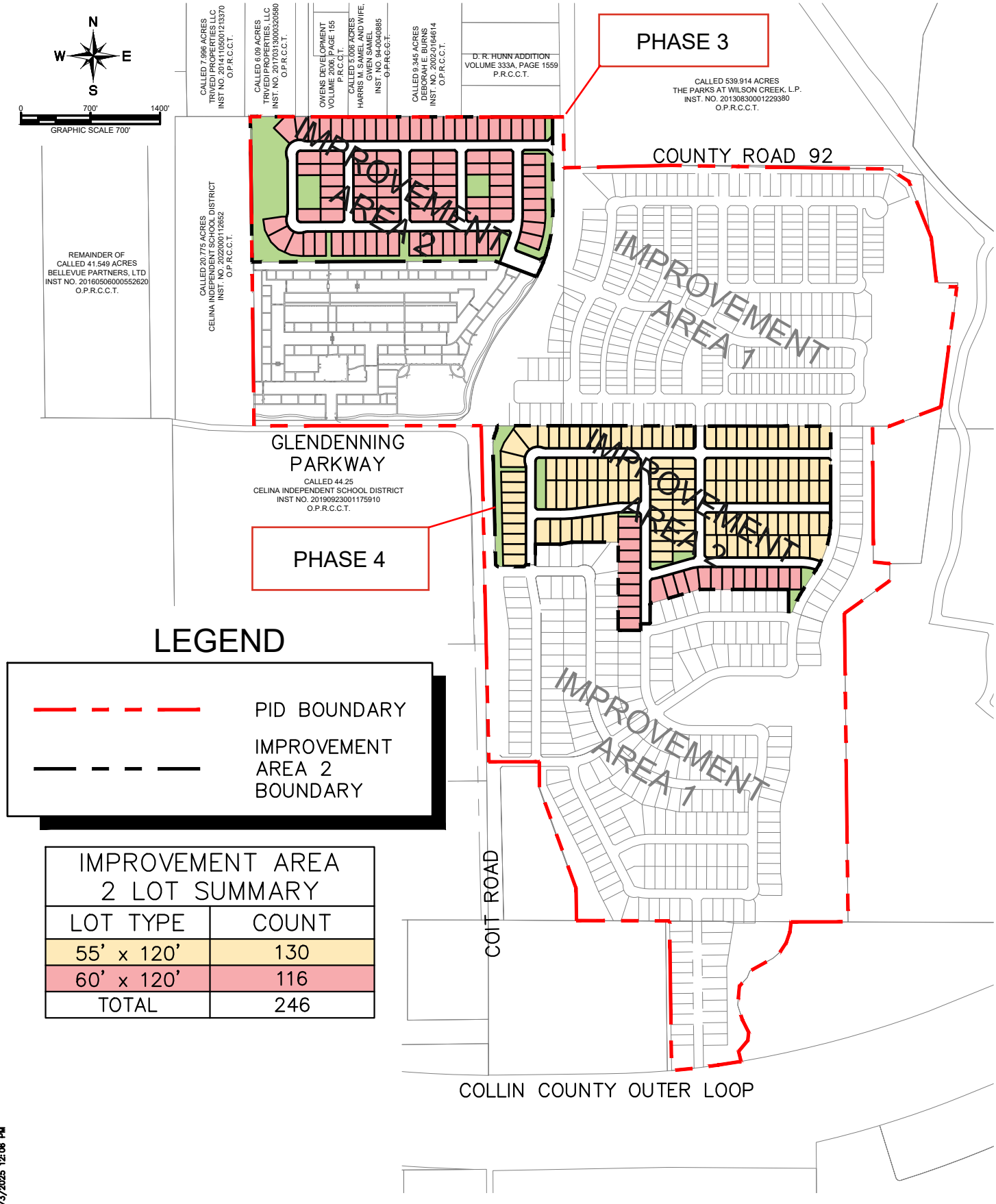
If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service 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

CLEMENTE, JULISSA 7/3/2025 12:29 PM
K:\DAL_CIVIL\069284938-CROSS CREEK MEADOWS\CAD\EXHIBITS\PLANSHEETS\20250702 - PID EXHIBIT\DIRECT PUBLIC IMPROVEMENTS 2.DWG
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**

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*

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.

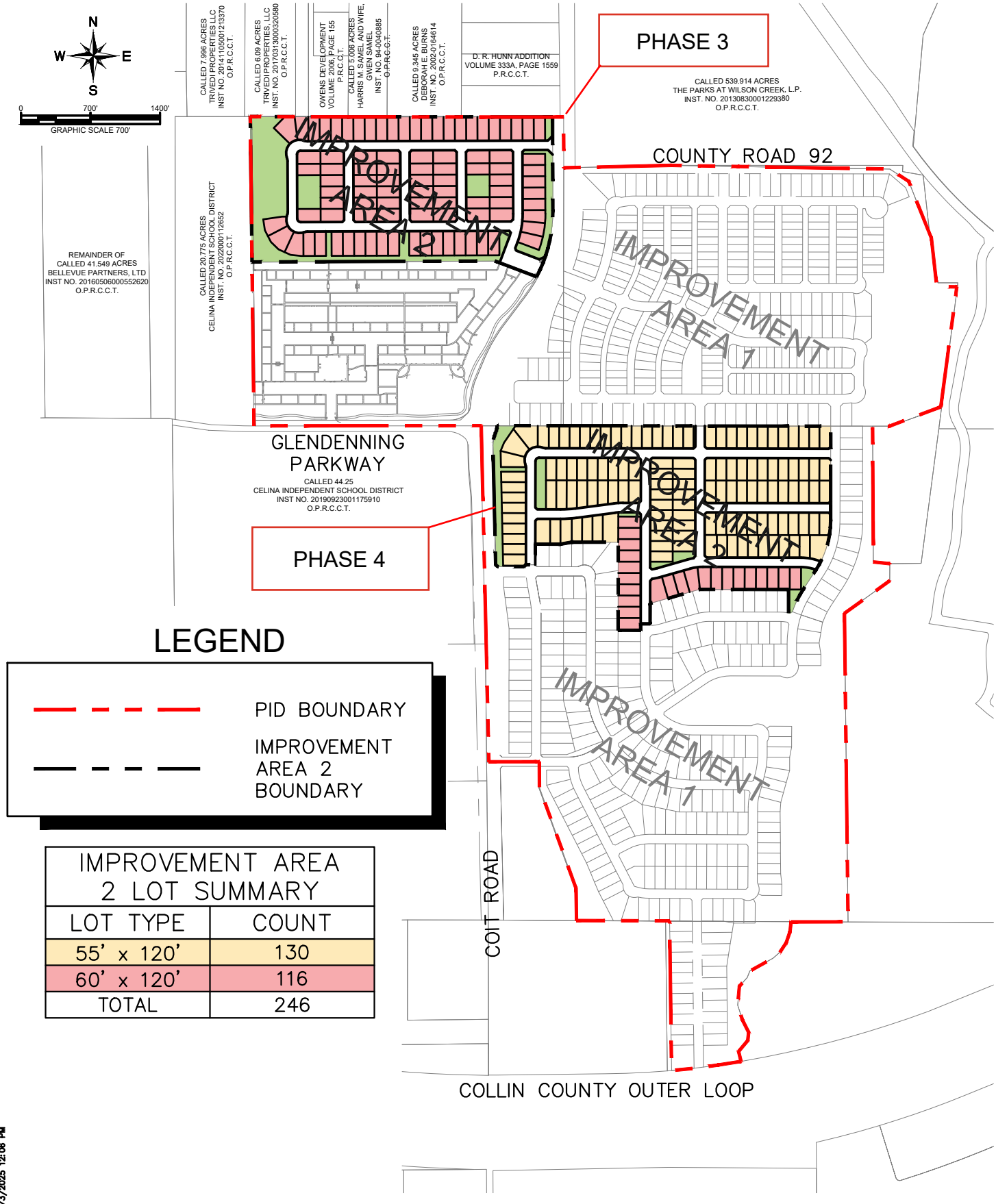
4. **Landscape/Hardscape & Miscellaneous Improvements**
   Improvements including all landscaping, irrigation, and hardscape of open space lots, amenity center construction, cluster mailboxes, and franchise utilities within or serving the residential and open space lots in Improvement Area 2.

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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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

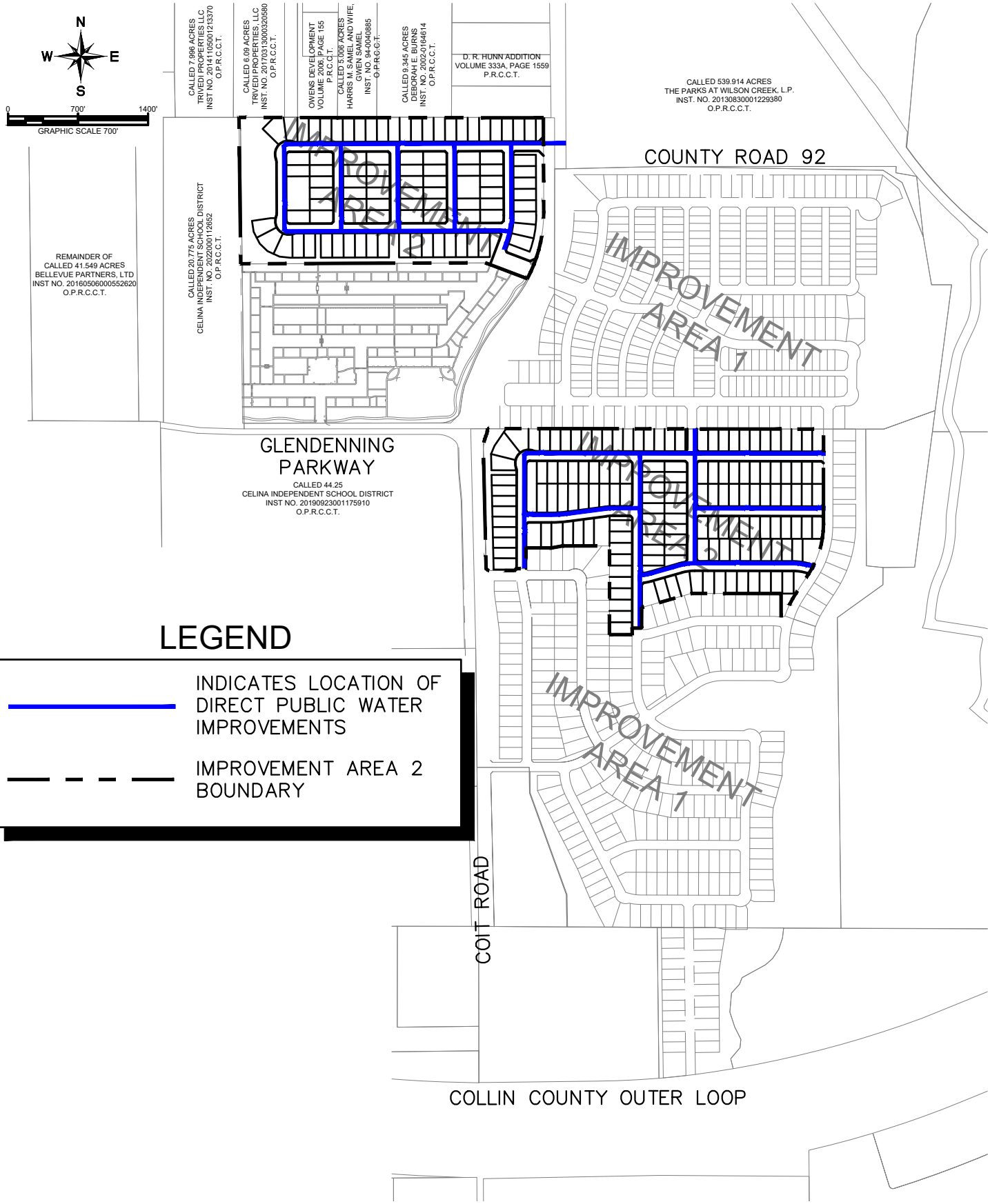
				PHASE:	**4**
PROJECT NAME:	*CROSS CREEK MEADOWS - IMPROVEMENT AREA 2*	***CREATED BY:***	RK	***NO. OF LOTS:***	153
CITY:	*CELINA, COLLIN COUNTY, TEXAS*	***CHECKED BY:***	BRM	***GROSS AC.***	33.4
JOB NUMBER:		***REVISED BY:***		***NET AC.***	33.4

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**



LEGEND

INDICATES LOCATION OF DIRECT PUBLIC WATER IMPROVEMENTS

IMPROVEMENT AREA 2 BOUNDARY

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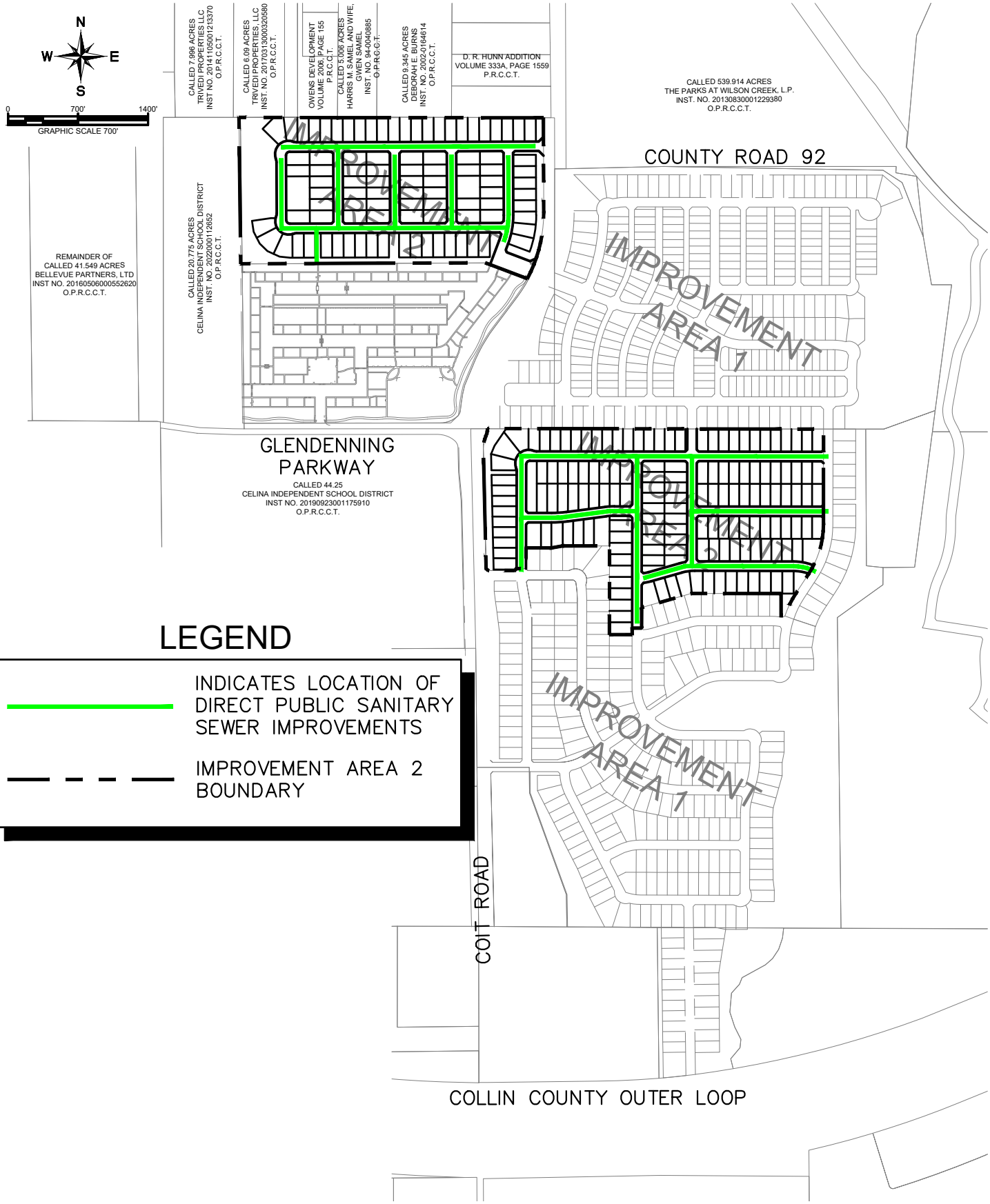
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Exhibit C
Improvement Area 2 - Water

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.



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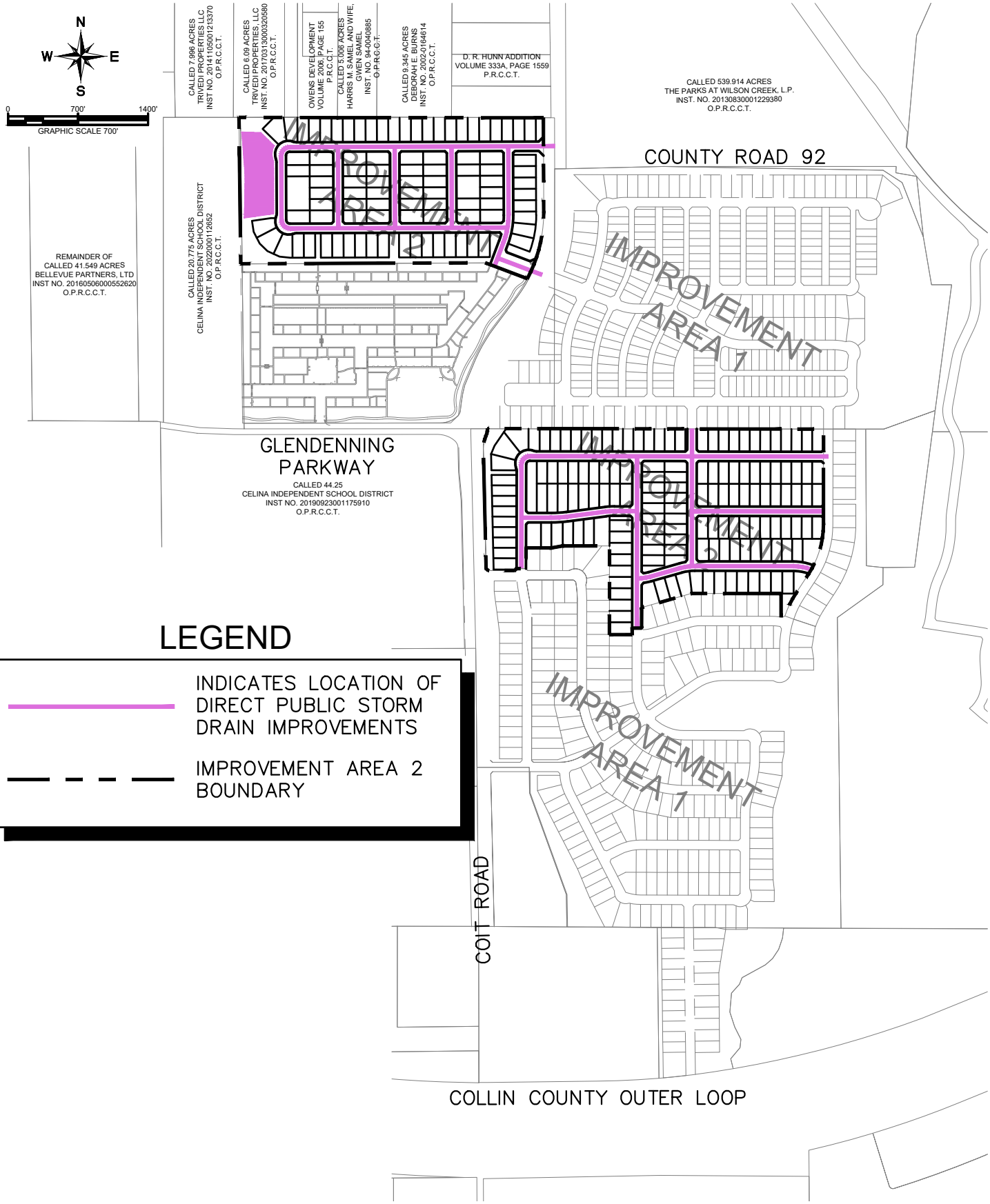
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Exhibit D
Improvement Area 2 - Sanitary Sewer

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.



LEGEND

INDICATES LOCATION OF DIRECT PUBLIC STORM DRAIN IMPROVEMENTS

IMPROVEMENT AREA 2 BOUNDARY

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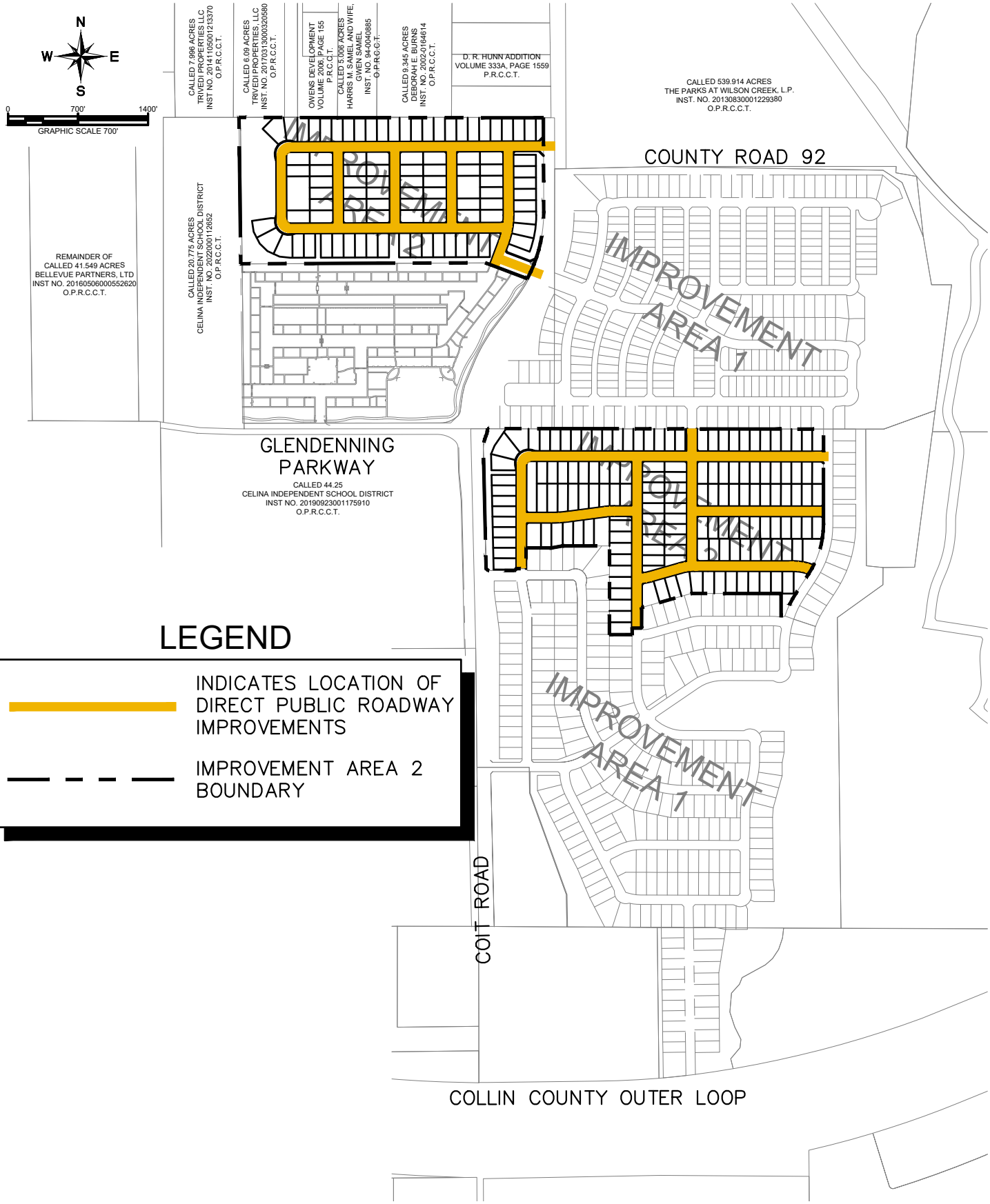
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Exhibit E
Improvement Area 2 - Storm Drain

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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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)

LANDPOINT

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;

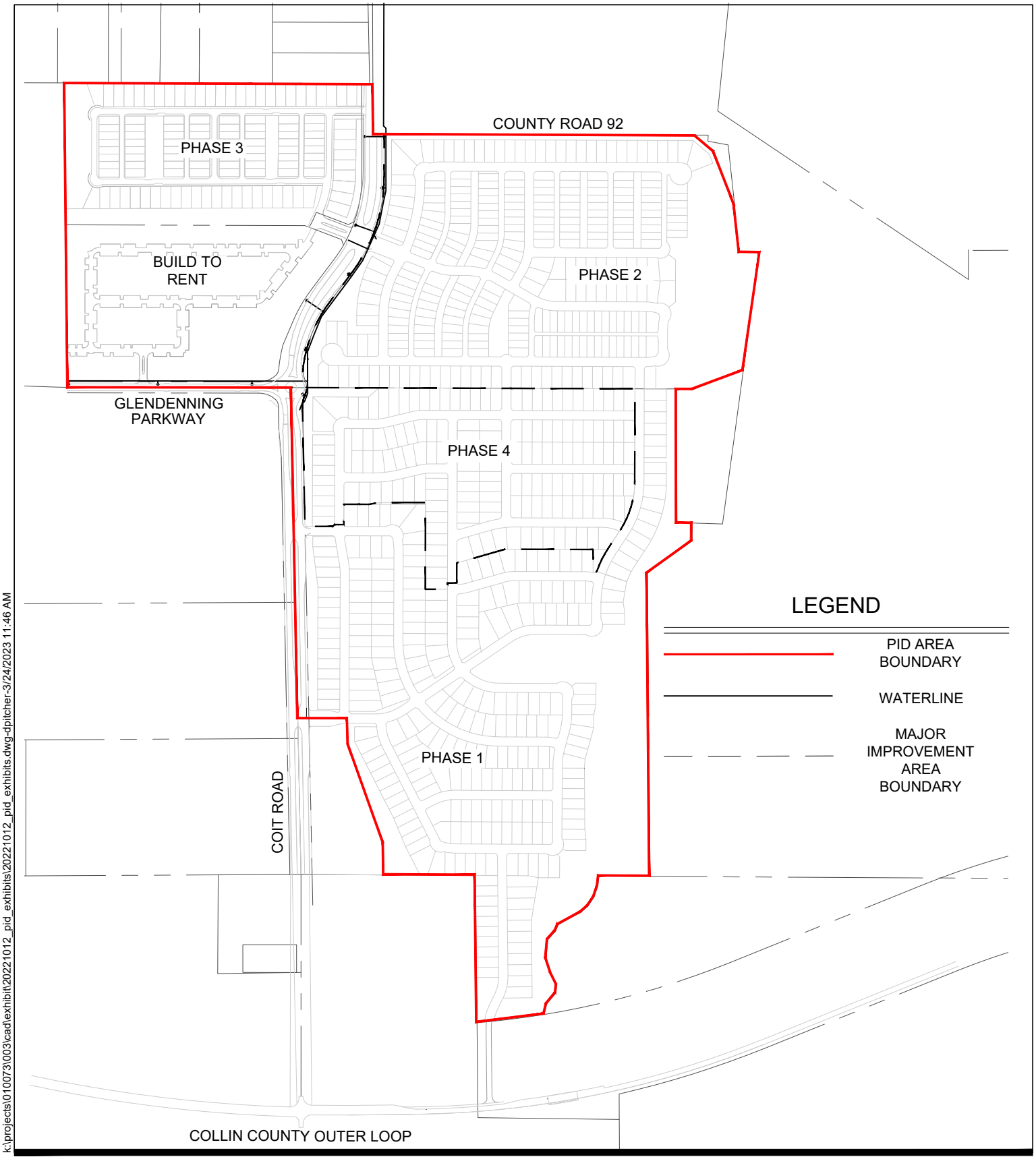
23. North 45° 36' 38" West, a distance of 14.31 feet to a capped iron rod found for corner;

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



k:\projects\0100073\003\cad\exhibit\20221012_pid_exhibits\20221012_pid_exhibits.dwg-dpitcher-3/24/2023 11:46 AM

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

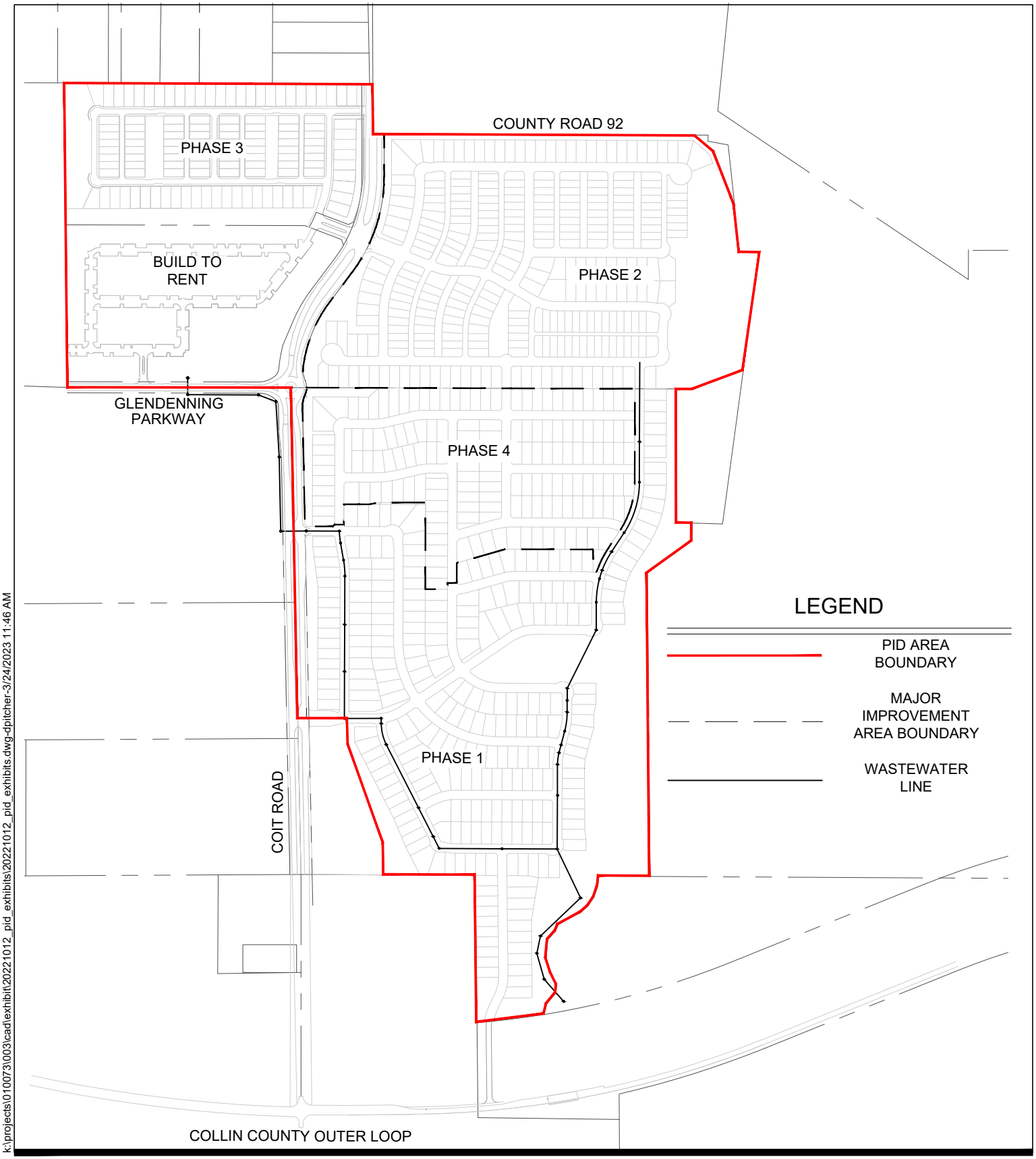
CLIENT

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

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1:700

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

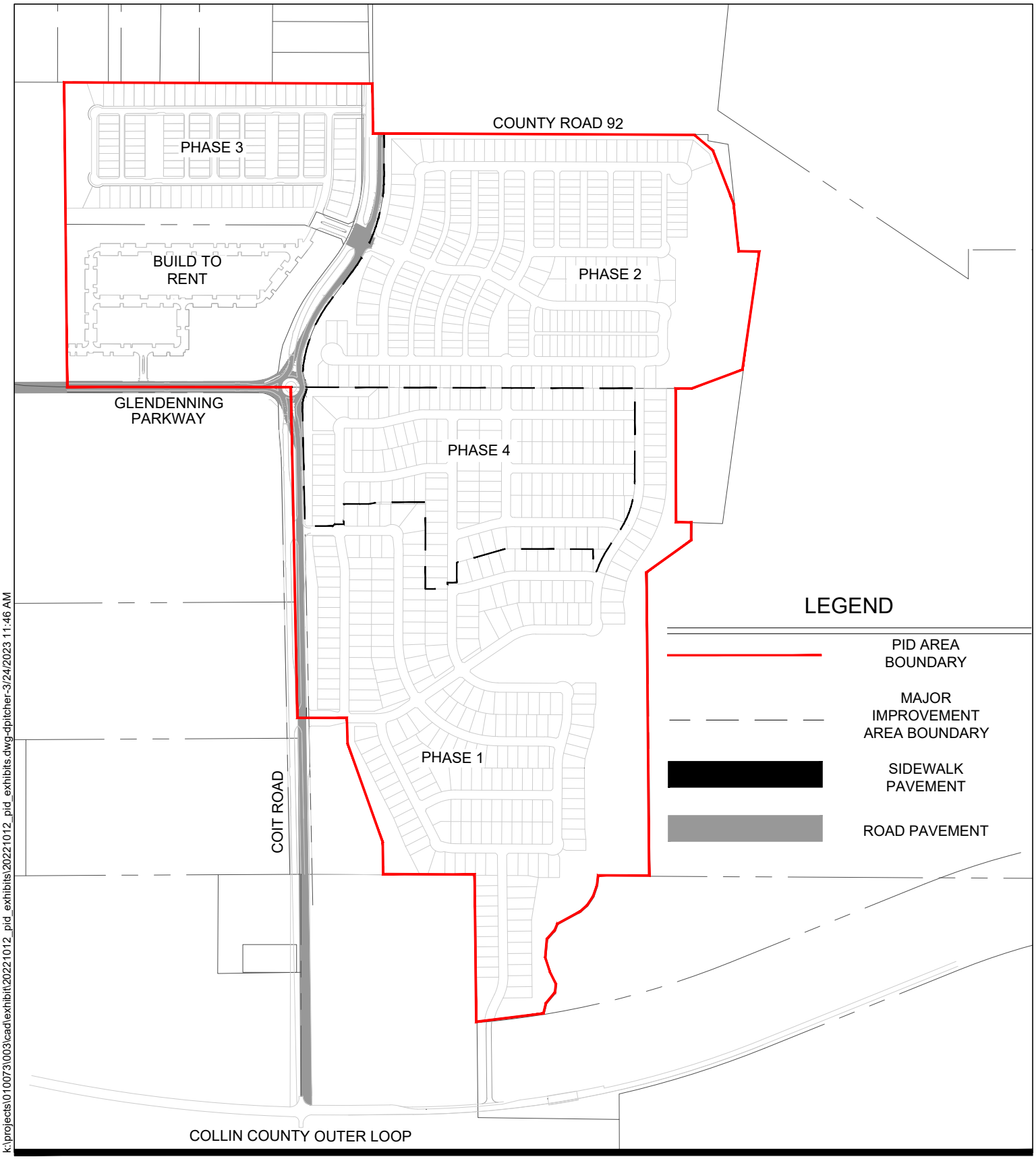
CLIENT

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 PAVING

PID EXHIBIT

N

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1:700

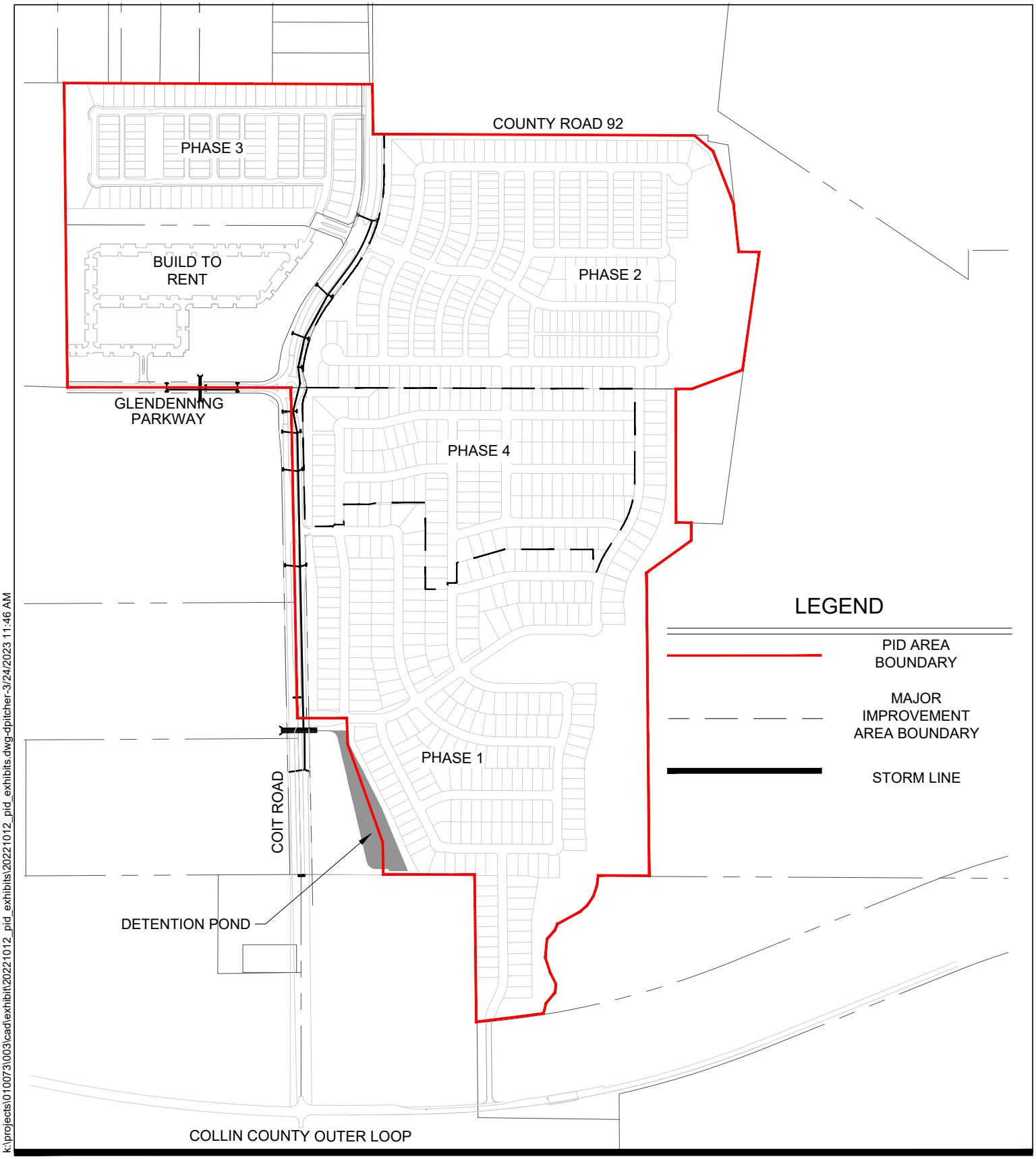
PROJECT
CROSS CREEK MEADOWS
CELINA, TX

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 STORM

PID EXHIBIT

N

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1:700

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

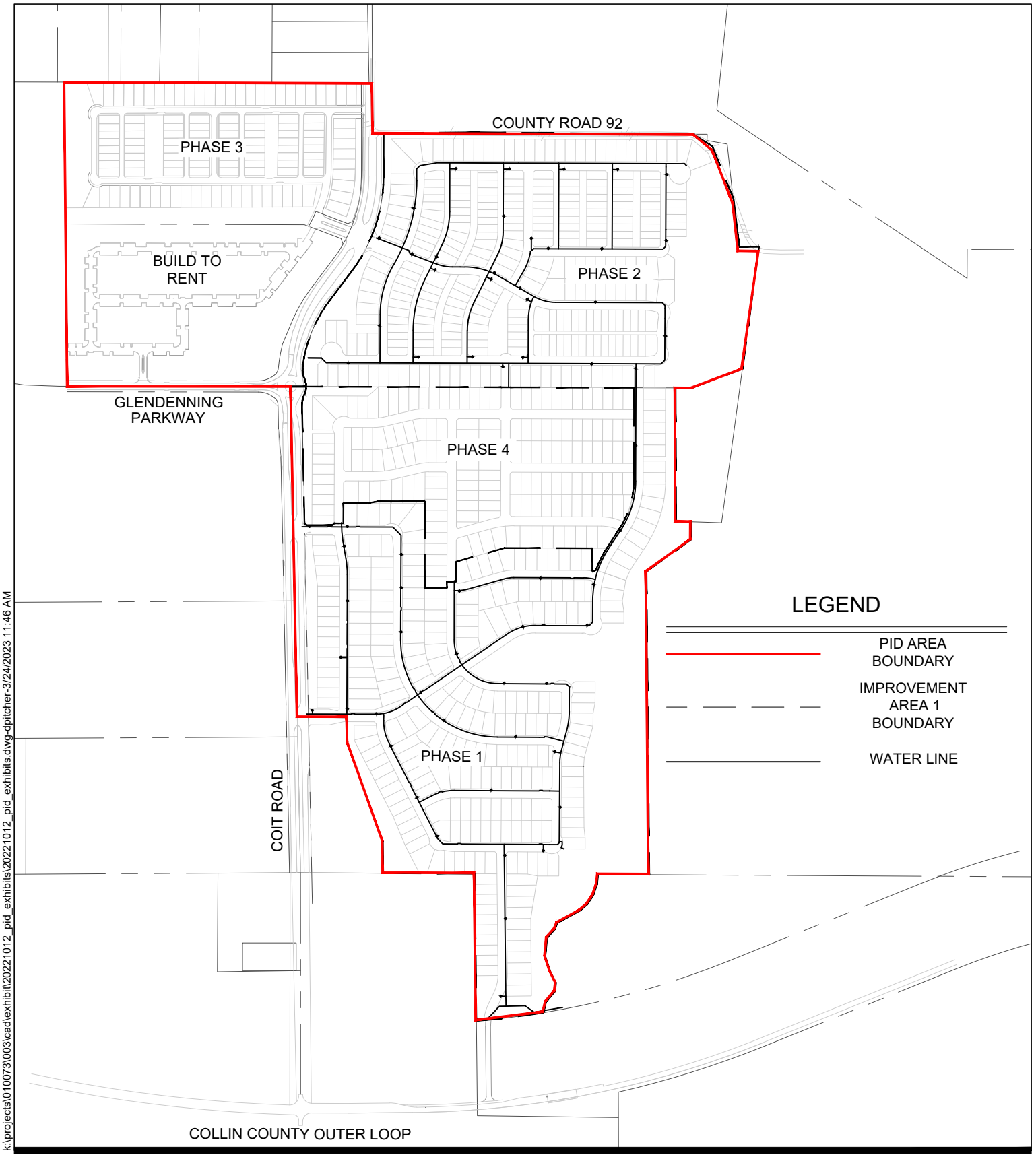
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TAYLOR MORRISON

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 WATER

PID EXHIBIT

N

0 350 700

1:700

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

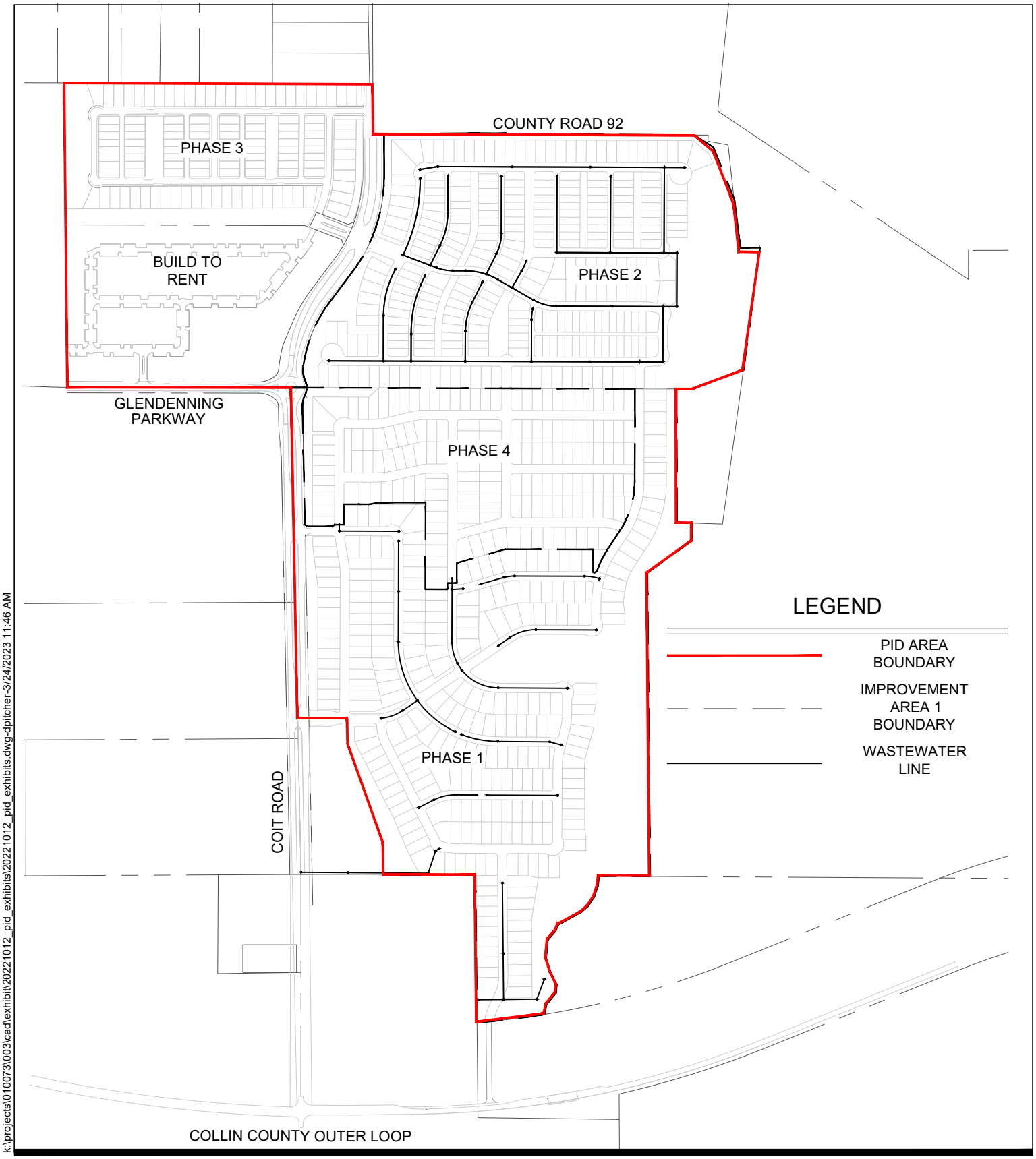
CLIENT

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

IMPROVEMENT AREA 1 WASTEWATER

PID EXHIBIT

N

0 350 700

1:700

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

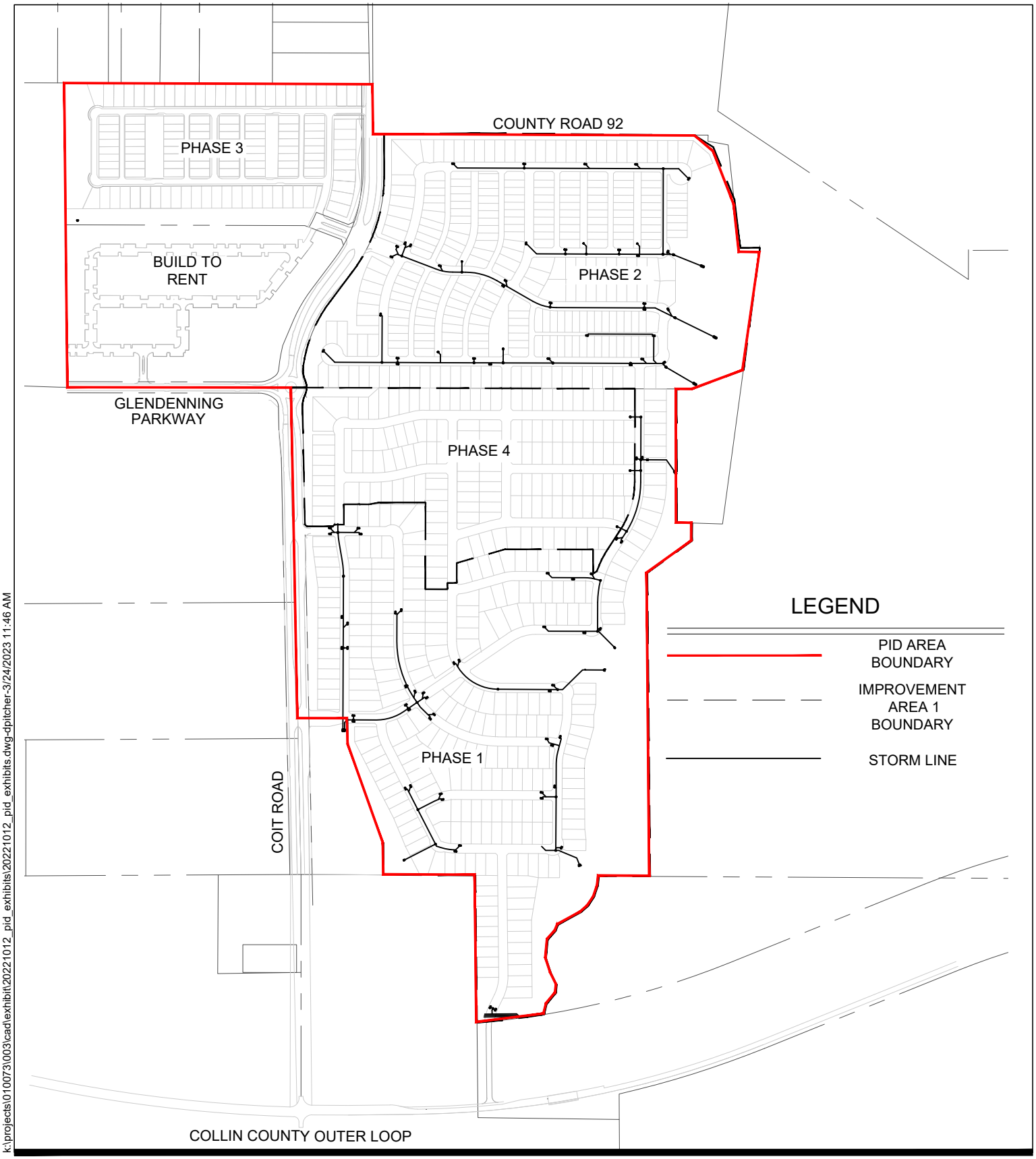
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TAYLOR MORRISON

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

N

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1:700

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

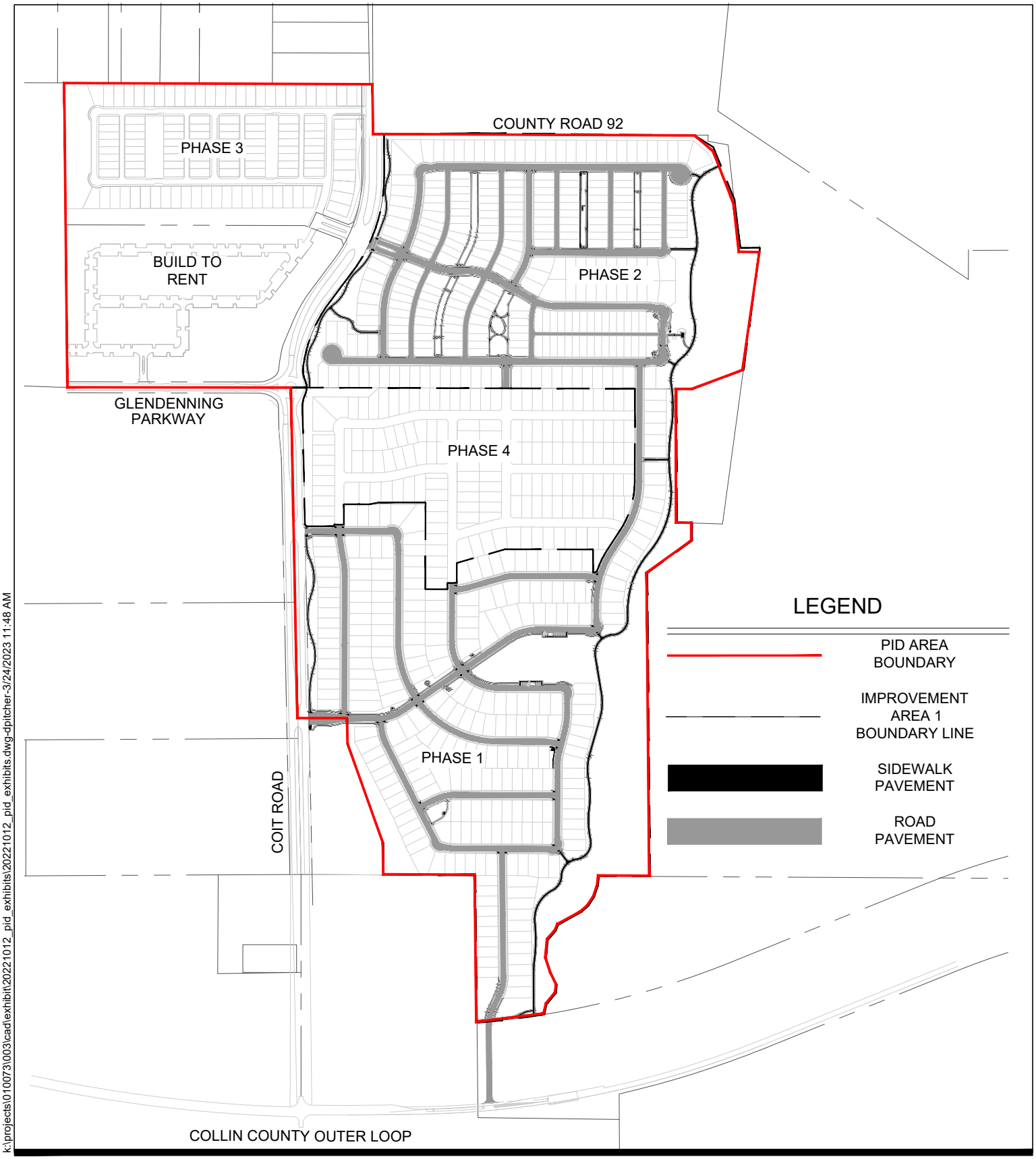
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TAYLOR MORRISON

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 PAVING

PID EXHIBIT

N

0 350 700

1:700

PROJECT

CROSS CREEK MEADOWS
CELINA, TX

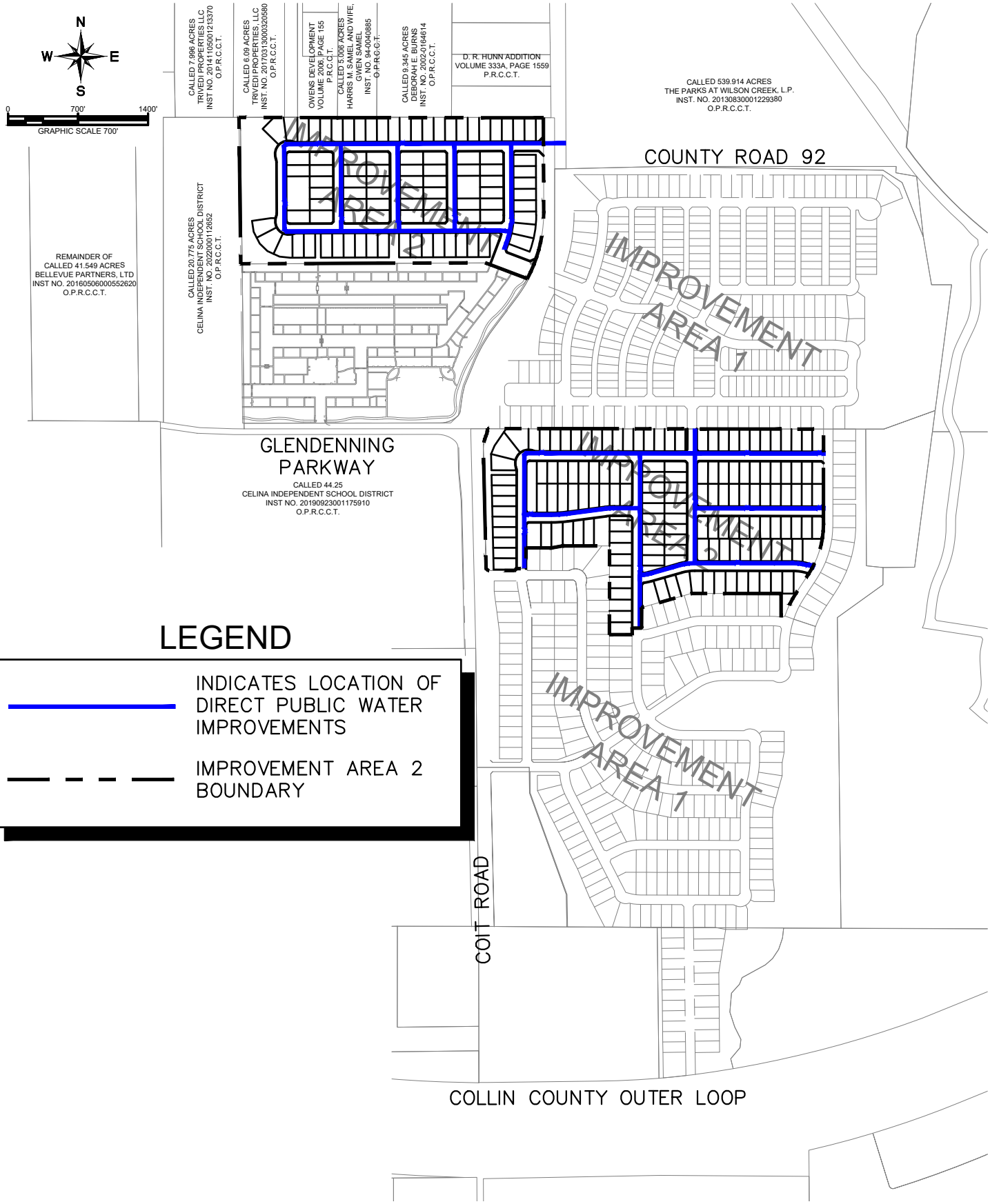
CLIENT

TAYLOR MORRISON

PROJECT NUMBER: 0100073003/002/001

SHEET:

DATE: 2022/10/05



LEGEND

INDICATES LOCATION OF DIRECT PUBLIC WATER IMPROVEMENTS

IMPROVEMENT AREA 2 BOUNDARY

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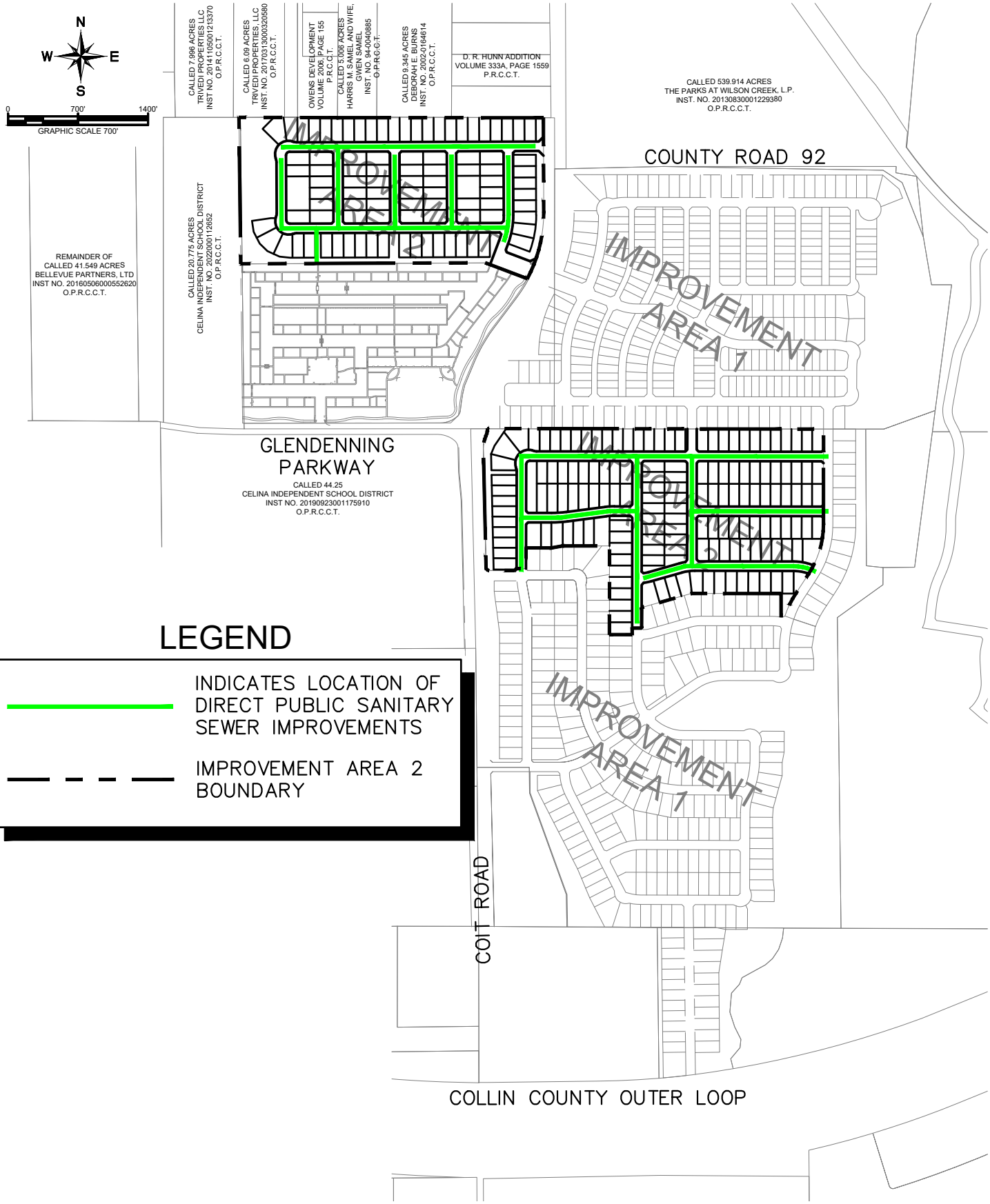
PLOTTED BY
DWG NAME
LAST SAVED

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.



LEGEND

INDICATES LOCATION OF DIRECT PUBLIC SANITARY SEWER IMPROVEMENTS

IMPROVEMENT AREA 2 BOUNDARY

CLEMENTE, JULISSA 7/3/2025 12:35 PM
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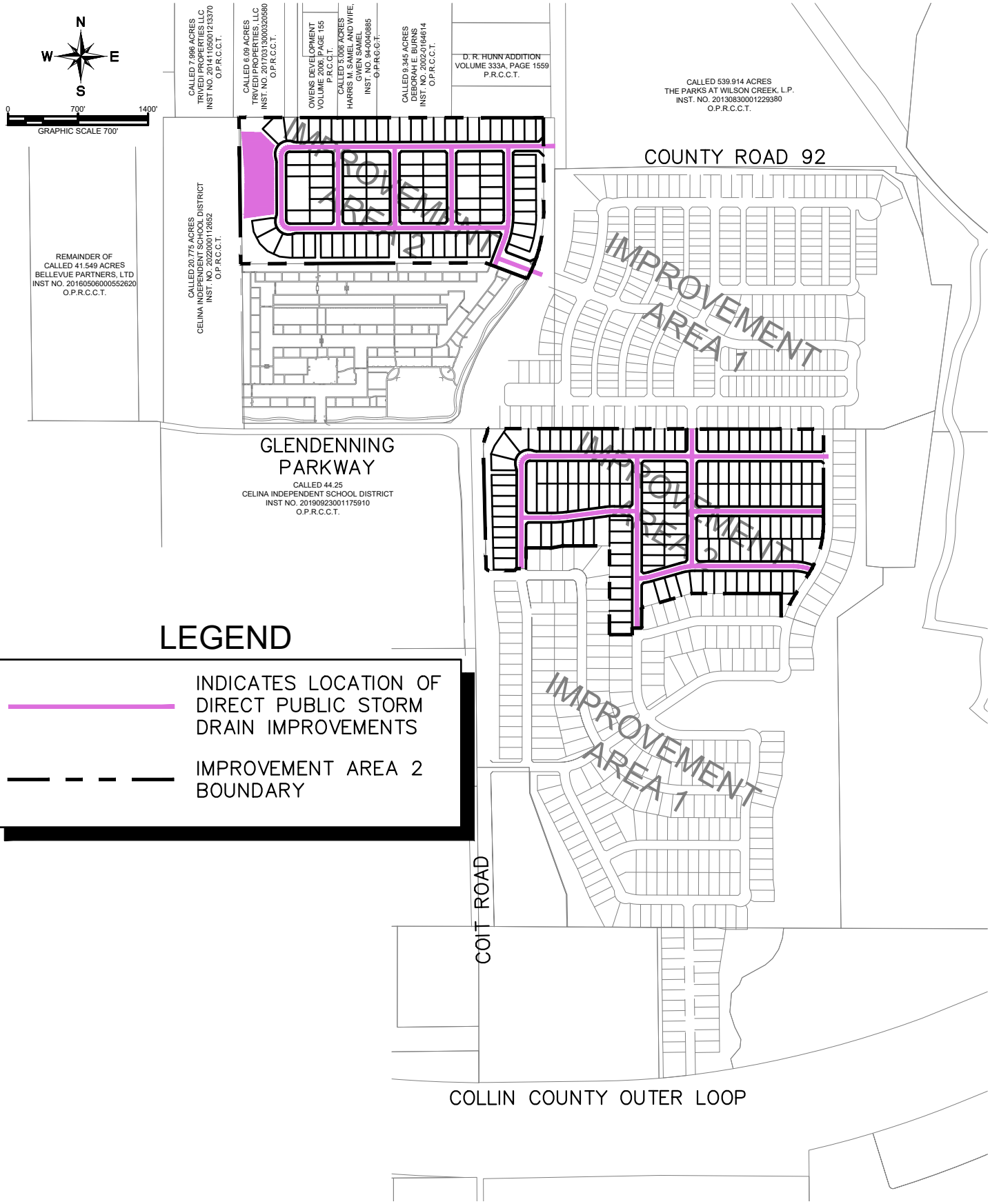
PLOTTED BY
DWG NAME
LAST SAVED

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

CLEMENTE, JULISSA 7/3/2025 12:29 PM
K:\DAL_CIVIL\069284938-CROSS CREEK MEADOWS\CAD\EXHIBITS\PLANSHEETS\20250702 - PID EXHIBIT\DIRECT PUBLIC IMPROVEMENTS 2.DWG
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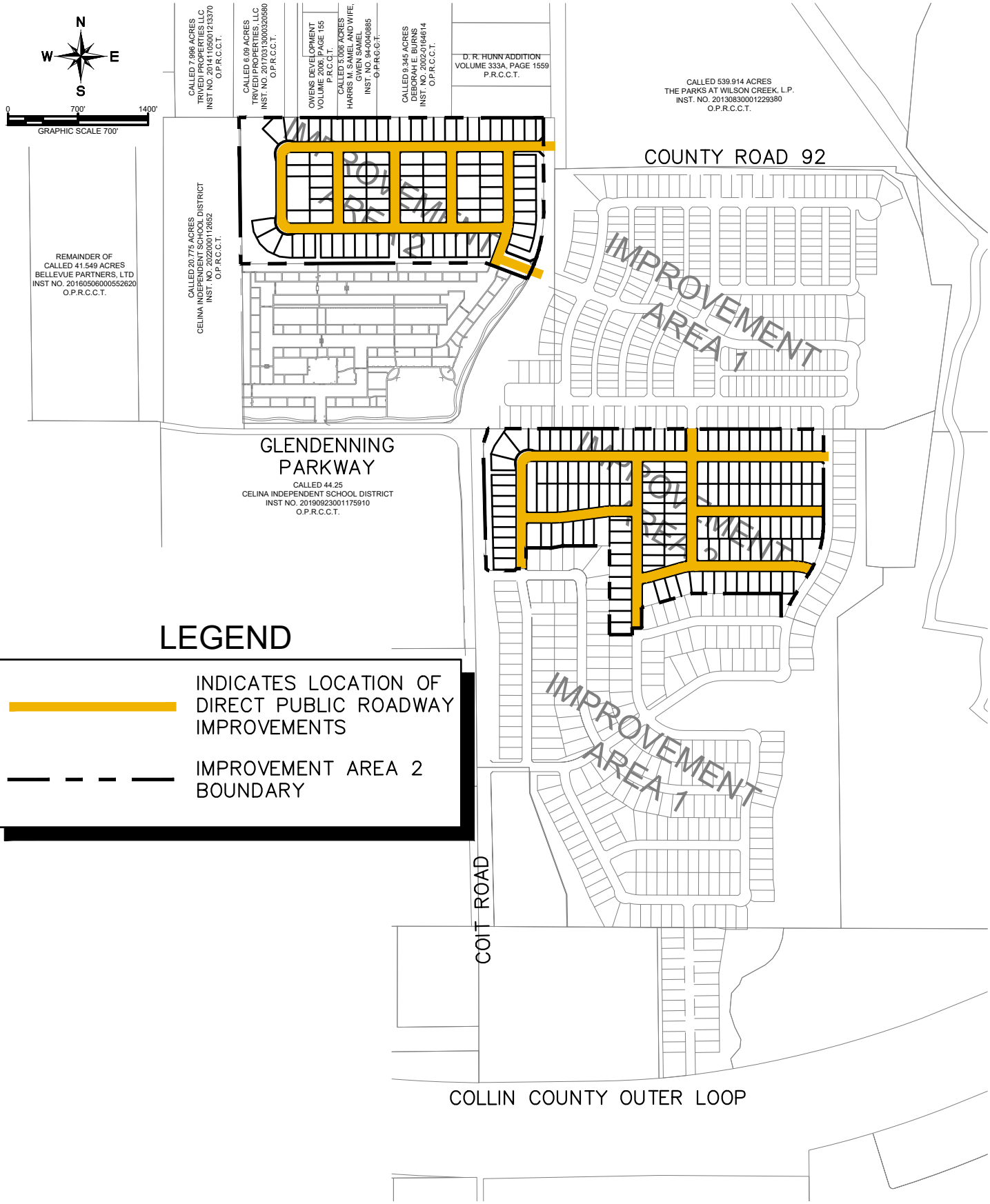
PLOTTED BY
DWG NAME
LAST SAVED

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.



LEGEND

INDICATES LOCATION OF DIRECT PUBLIC ROADWAY IMPROVEMENTS

IMPROVEMENT AREA 2 BOUNDARY

CLEMENTE, JULISSA 7/3/2025 12:29 PM
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7/3/2025 12:06 PM

PLOTTED BY
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	
Units	**All Parcels**
Assessment	**227.80**
	$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

Life Connected.

Finance
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Lauren McDaniel, Fixed Asset Manager
CC: Robin Bromiley, Director of Finance
Date: March 10, 2026

Agenda Item:
Consider and act on acceptance of the Fiscal Year 2025 Audit, the Annual Comprehensive Financial Report (ACFR), the Annual Single Audit Report, and presentation by Forvis Mazar, LLP. (Bromiley)

Background Information:
Staff are providing for City Council consideration and acceptance of the completed annual fiscal year audit and the Annual Comprehensive Financial Report (ACFR) and the Single Audit Report. Fiscal Year 2024-2025 is from October 1, 2024 thru September 30, 2025.

Forvis Mazars, LLP has been contracted by the City for auditing services in compliance with the City's charter and State law. The City's independent auditor, Forvis Mazars, LLP, was selected via a Request for Proposals (RFP) process conducted in 2024, securing a five-year term for their services. The current year marks the second year of the City's five-year engagement with Forvis Mazars, LLP.

Forvis Mazars, LLP, distinguishes itself by offering the benefits of a large firm's expertise while maintaining a personalized approach akin to that of a smaller firm. This is achieved through a lower partner-to-staff ratio compared to most top 10 firms, ensuring that the City receives the individual attention it deserves. They are recognized as one of the top ten accounting firms in the United States, holding the 8th position, and boasts a workforce of over 7,000 employees nationwide. This arrangement emphasizes the City's commitment to ensuring comprehensive and attentive auditing services in line with regulatory requirements and best practices in the field.

The City Council's Audit Committee met with the auditors and management staff on Monday, March 2, 2026, to discuss the audit reports and required auditor communications.

Legal Review:

N/A

Supporting Documents:

1. Staff Presentation
2. FY 2025 Annual Comprehensive Financial Report
3. FY 25 Single Audit

Financial Consideration:

Completion of Annual Financial requirement.

Staff Recommendation:

Staff recommends acceptance of the Fiscal year 2025 Audit and the Annual Comprehensive Financial Report (ACFR).



FY 2024 - 2025 FINANCIAL AUDIT

March 10, 2026

City Audit Team

Forvis Mazars, LLP

Issue an Independent Opinion – Provide assurance that the City's financial statements are fairly presented in accordance with GAAP.

Test Compliance – Ensure adherence to state laws, bond covenants, and federal/state grant requirements.

Assess Financial Risk & Material Accuracy – Perform risk-based testing to detect material misstatements and ensure the integrity of reported financial data







City of Celina, Texas

FY 2025 Audit Presentation to the City Council

March 10, 2026

forvis mazars

Introductions



Rachel Ormsby, CPA

Partner and National Industry Leader – Public Sector

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Our Commitment to the Public Sector



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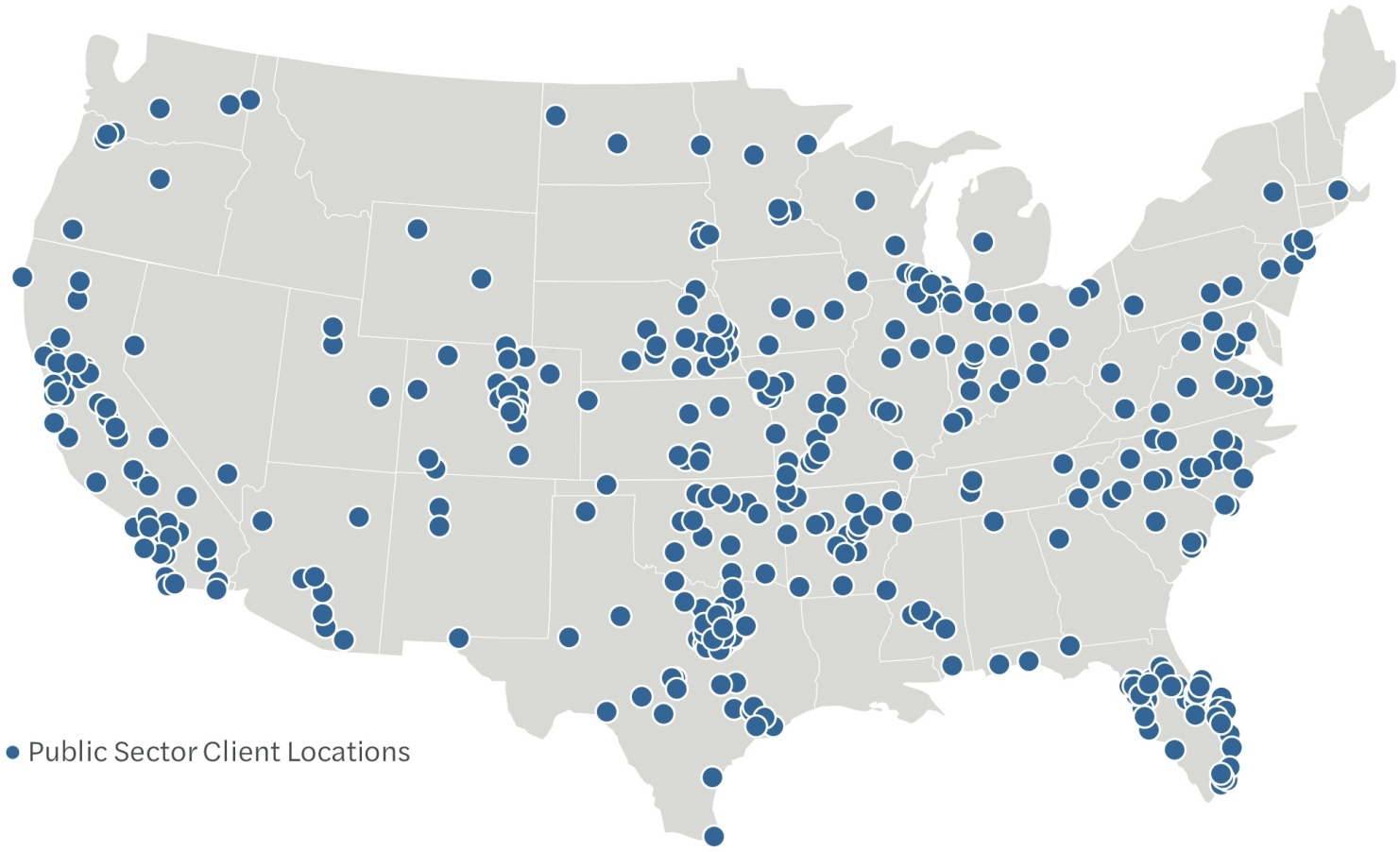
*Per Federal Clearinghouse Data for 2024 Year-Ends

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850+

Public Sector Clients Served



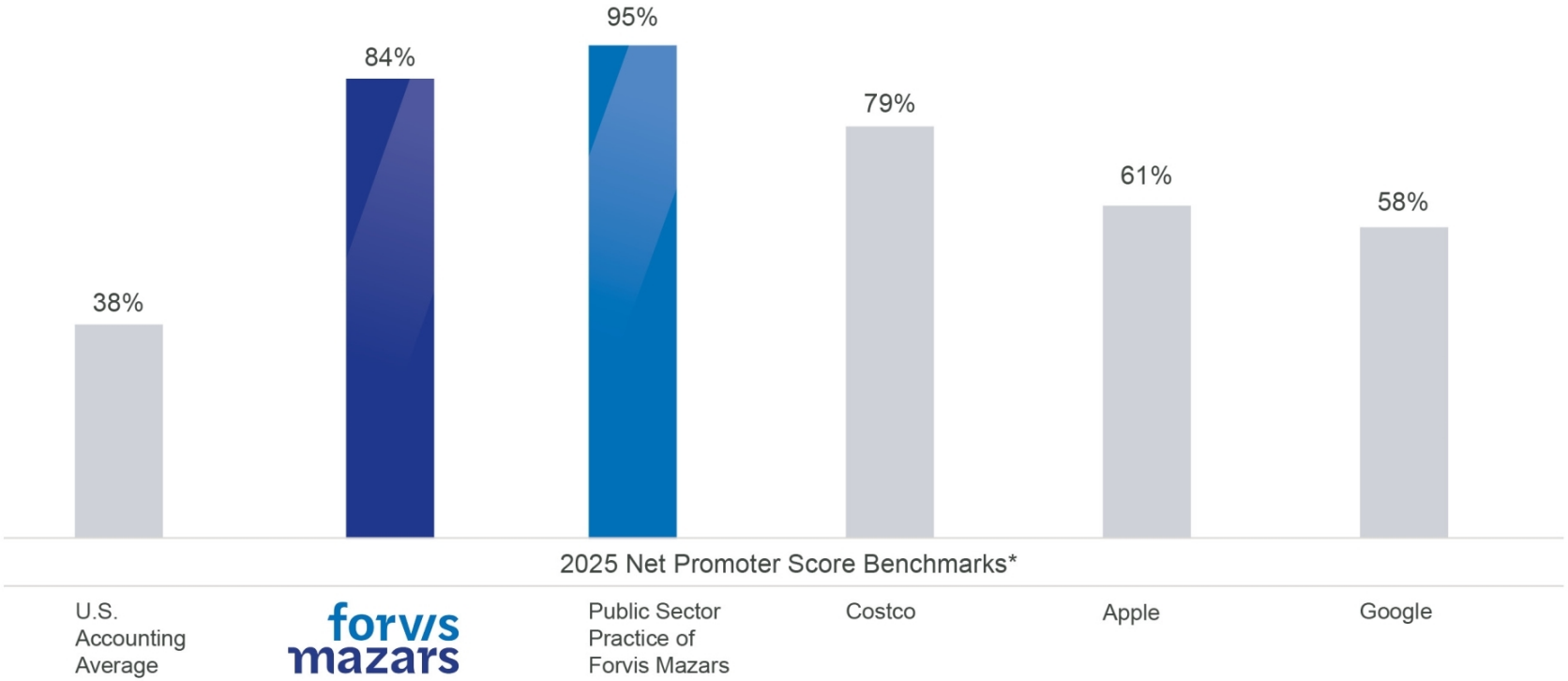
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UNMATCHED CLIENT

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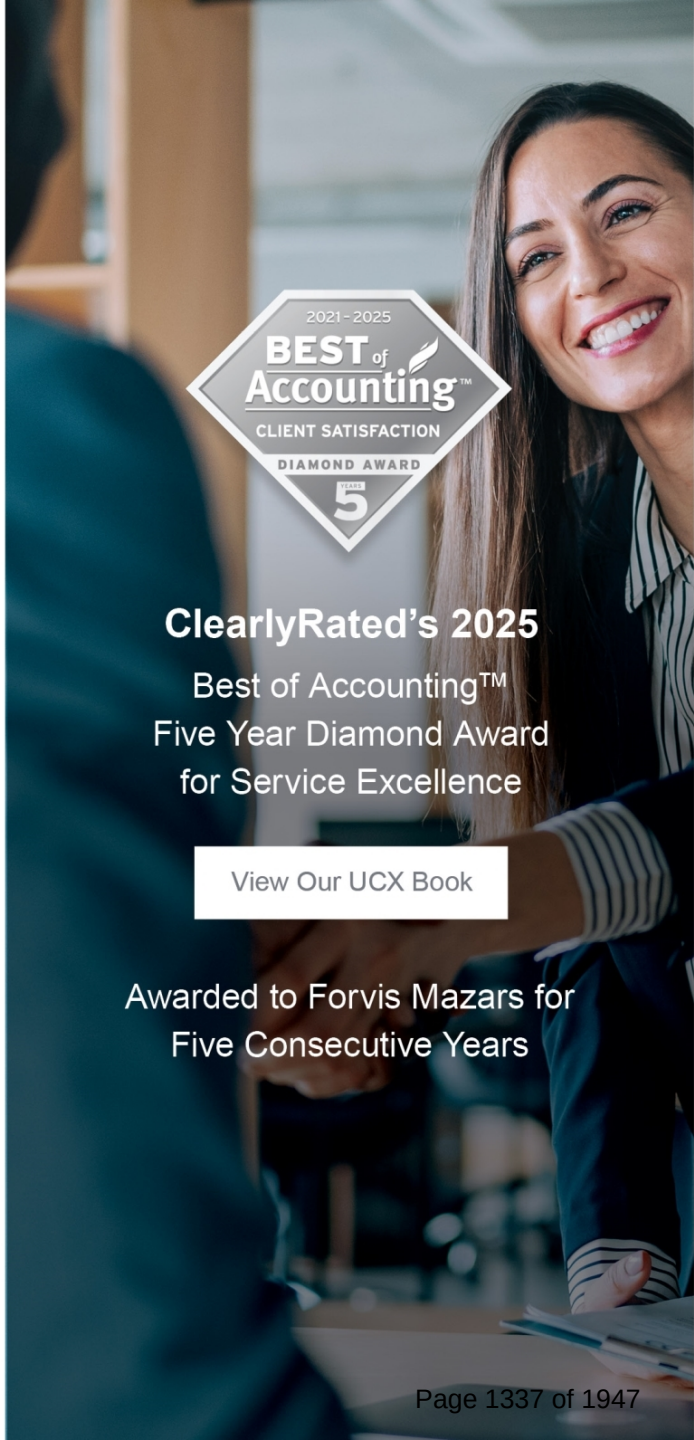
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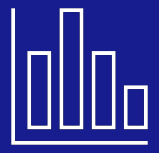
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*ClearlyRated – NPS 101 for Accounting Firms & Forvis Mazars FYE 25 Relational Survey



Agenda



Audit Scope and Results



Future Pronouncements and Other Matters



Questions

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Audit Scope and Results



Audit Deliverables Completed

City of Celina, TX Annual Comprehensive Financial Report (ACFR)

Single Audit under Uniform Guidance

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Audit Scope and Results

Unmodified “Clean” Opinions

- Independent Auditor’s Report on Basic Financial Statements
- Independent Auditor’s Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*
- Independent Auditor’s Report on Compliance for the Major Federal Program; Report on Internal Control Over Compliance and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

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Audit Scope and Results (Continued)

For fiscal year 2025, the City had one(1) major federal award program that required testing:

SAFER – Staffing for Adequate Fire and Emergency Responders

No significant deficiencies or material weaknesses were identified with respect to internal control over financial reporting, internal control over compliance or compliance.

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Audit Scope and Results (Continued)

Qualitative Aspects of Significant Accounting Policies and Practices

- Significant Accounting Policies
  - The City's significant accounting policies are described in *Note 1* of the audited financial statements.
- Alternative Accounting Treatments
  - No matters are reportable
- Management Judgements & Accounting Estimates
  - Accounts receivable and related allowance for uncollectible amounts
  - Other postemployment benefits (OPEB) liability and related deferred inflows and outflows of resources
  - Net pension liability and related deferred inflows and outflows of resources
  - Depreciation expense and useful lives of capital assets
  - Compensated absences liability in accordance with GASB 101

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Future Pronouncements and Other Matters



Accounting Updates – GASB Statement No. 103, *Financial Reporting Model Improvements*

Overview

- This statement improves the financial reporting model by standardizing the presentation for various matters within governmental financial statements. The purpose is to eliminate diversity in practice and improve comparability.
- Impacted areas include management's discussion and analysis, unusual or infrequent items, the definitions and presentation of operating and nonoperating revenues and expenses in enterprise funds, presentation of major component units, presentation of budgetary comparison information, and financial trends information within the statistical section of separately issued financial reports.

Effective Date

- The requirements of this Statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter. Earlier application is encouraged. Changes are required to be made retroactively to the earliest period presented.
- Effective for City's Fiscal Year 2026.

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Accounting Updates – GASB Statement No. 104, *Disclosure of Certain Capital Assets*

Overview

- This statement requires certain types of capital assets to be disclosed separately in the capital assets note disclosures required by Statement 34.
- The purpose is to provide users of government financial statements with essential information about certain types of capital assets. Impacted areas include lease assets, intangible right-to-use assets, subscription assets, intangible assets other than those three types, and capital assets held for sale.

Effective Date

- The requirements of this Statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter. Earlier application is encouraged.
- Effective for City's Fiscal Year 2026.

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Accounting Updates – GASB Statement No. 105, *Subsequent Events*

Overview

- The objective of this Statement is to improve the financial reporting requirements for subsequent events, thereby enhancing consistency in the application and better meeting the information needs of financial statement users.

Effective Date

- The requirements of this Statement are effective for fiscal years beginning after June 15, 2026, and all reporting periods thereafter.
- Effective for City's Fiscal Year 2027.

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Questions?



Thank you!



ANNUAL COMPREHENSIVE FINANCIAL REPORT

Celina, Texas

FISCAL YEAR
Ending September 30, 2025



CELINA
TEXAS
Life Connected.

City of Celina, Texas
Annual Comprehensive Financial Report

Life Connected.

Fiscal Year Ended September 30, 2025

ELECTED OFFICIALS:

Ryan Tubbs, Mayor

Eddie Cawlfield, Mayor Pro-Tem, Place #2

Brandon Grumbles, Deputy Mayor Pro-Tem, Place #6

Philip Ferguson, Place #1

Andy Hopkins, Place #3

Wendie Wigginton, Place #4

Mindy Koehne, Place #5

CITY MANAGER OFFICE:

Robert Ranc, City Manager

Karla Stovall, Assistant City Manager

Kimberly Brawner, Assistant City Manager

PREPARED BY:

Robin Bromiley – Director of Finance

City of Celina, Texas
Annual Comprehensive Financial Report
Fiscal Year Ended September 30, 2025
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City of Celina, Texas
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Life Connected.

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Introductory Section



March 4, 2026

To the Honorable Mayor and City Council, City Manager, and Residents of Celina, Texas:

The City's management staff is pleased to submit the Annual Comprehensive Financial Report ("ACFR") of the City of Celina ("City") for the fiscal year ending September 30, 2025.

The purpose of this report is to provide the council, management, staff, the public, and other interested parties with detailed information regarding the City's financial condition. State Law requires that every general-purpose local government publish a complete set of audited financial statements within six months of the close of the fiscal year. This report is hereby submitted as mandated by both local ordinance and state statutes for the fiscal year ended September 30, 2025.

This report consists of management's representations concerning the finances of the city. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the City's various funds. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that it has established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

To ensure fiscal transparency and accountability, the City of Celina is mandated to undergo an annual audit of its financial records and activities. For the fiscal year ending September 30, 2025, the city engaged Forvis Mazars, an independent firm of certified public accountants, to conduct this audit. The objective of the independent audit was to provide reasonable assurance that the City's financial statements were free from material misstatements. This involved examination of supporting evidence, assessment of accounting principles and management estimates, and evaluation of the overall financial statement presentation. The audit concluded with an unmodified ("clean") opinion, affirming that the City's financial statements are fairly presented in accordance with Generally Accepted Accounting Principles (GAAP). The independent auditor's report is the initial component of the financial section.

Following the auditor's independent report, Management's Discussion and Analysis (MD&A) offers a narrative introduction, overview, and analysis of the basic financial statements. The MD&A is designed to complement this letter of transmittal, and both documents should be reviewed together to gain a comprehensive understanding of the City's financial position and performance.

OUR HISTORY

In the northwest corner of Collin County, Celina was not established until 1876, but settlers came into the area at a much earlier date. These settlers lived the lives of typical pioneers building their homes from logs or hauling lumber from Jefferson. They traveled by foot, horseback, or in wagons, making their clothes at home and raising what they had to eat. These early families mainly came from Tennessee and Kentucky.

In October 1879, a little settlement began to form a few miles southwest of the present-day Celina. John T. Mulkey, Celina's first Postmaster, renamed the City after Celina, Tennessee. The Methodist church was built in 1880 and doubled as the school for a while. By 1885, a general store, mill, and drug store opened in "Old Celina". When the railroad came through the City in 1902, residents made an effort to move the City's actual main street eastward toward the tracks. The result is where the City square stands today. Celina has always been a Small City with a big vision!

CURRENT DAY

Celina has undergone a breathtaking transformation, evolving from a serene farming outpost spanning Collin and Denton Counties into a premier destination for professionals and families seeking an elevated quality of life. This evolution is more than just anecdotal; it is defined by a staggering population surge of 200% over the last five years alone. As of September 30, 2025, the city's population reached an impressive 54,635 within the city limits—a number that tells only part of the story when considering the even broader reach of its service area. This rapid expansion has solidified Celina's reputation as one of the most dynamic and fastest-growing cities in the Dallas-Fort Worth Metroplex.

The city's strategic location acts as a catalyst for its continued dominance in the North Texas market. Nestled in the heart of the high-growth Collin County corridor between Preston Road and the future Dallas North Tollway, Celina is meticulously planning for a future that envisions a buildout population of approximately 380,000 residents. This growth is underpinned by exceptional economic indicators, including a high median household income of $170,894 and a strong real estate market with average home values exceeding $567,000. Supported by the critical expansion of the Dallas North Tollway and the academic excellence of the top ranked Prosper and Celina Independent School Districts, the city is no longer just a suburb, it is a major player on the metropolitan stage.

COMMUNITY

Celina proudly preserves an authentic community spirit, fostering a welcoming, family-friendly atmosphere that seamlessly bridges the gap between its deep-rooted small-town charm and the arrival of sophisticated urban conveniences. This balance creates a unique quality of life where neighbors still know each other by name, even as new amenities flourish. At the center of it all is the historic downtown square - a living room for the community where the city's vibrant culture is on full display.

The year-round calendar is packed with "can't-miss" traditions that reinforce a powerful sense of belonging. From the spicy, high-energy festivities of Cajun Fest to the patriotic spark of the Splash and Blast 4th of July Celebration, there is a constant pulse of activity. Families cherish the quieter rhythms of life here too, spending summer evenings at Movies on the Square, browsing local goods at the Friday Night Farmer's Markets, or embracing the seasonal magic of Beware! of the Square and the enchanting Christmas on the Square. In Celina, these aren't just events; they are the threads that weave a tight-knit social fabric.

PROFILE OF THE GOVERNMENT

The City of Celina is a home-rule municipality and operates on a Council-Manager form of government. The governing body includes the Mayor and six City Council members, all serving three-year terms. City Council adopts all ordinances (laws) and resolutions and determines the overall direction of the City.

The City Manager is the chief executive officer of the City and is responsible for the enforcement of laws and ordinances, provision of City services, organization of City departments, and hiring City employees.

The City of Celina provides a full range of services supported through the City's property tax on both real and personal properties located within its boundaries and the ability to extend its boundaries by annexation when deemed appropriate by the City Council, as well as sales tax and charges for service. These services include fire, police, ambulance, emergency services, the public library, parks, recreation, water, sewer, trash pickup, traffic engineering, streets, infrastructure, community development, planning and zoning, public improvements, economic development, and other administrative services.

The financial reporting entity includes all funds of the primary government as well as its component units. The component units are legally separate entities for which the primary government is financially accountable, but they are not part of the primary government's operations. The Celina Community Development Corporation (Type B) and Celina Economic Development Corporation (Type A) are included in the City's financial statements as discretely presented component units.

FINANCIAL INFORMATION

Financial System and Budgetary Controls

City management is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. Management also ensures that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with GAAP. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived, and (2) the valuation of costs and benefits requires estimates and judgments by management. All internal control evaluations occur within the above framework.

The City's accounting records for general governmental activities are maintained on a modified accrual basis, with revenues recorded when available and measurable, expenditures recorded when the services or goods received, and liabilities recorded when incurred. Accounting records for the City's water and sewer and other proprietary activities are maintained on the accrual basis.

The City of Celina's fiscal responsibility is anchored in the City Council's mandate to adopt an annual operating budget by October 1st, the start of the fiscal year. This process begins with the City Manager crafting a recommended budget, a collaborative effort involving Assistant City Managers and Department Directors. Together, they develop a balanced budget that aligns with the strategic vision established by the City Council at the outset. To ensure transparency and thorough review, the City Manager's proposed budget is presented to the City Council in detail before adoption. Furthermore, the City adheres to the Truth-in-Taxation process for both budget adoption and the setting of the ad valorem tax rate, reinforcing its commitment to fiscal accountability.

The budget is developed on a departmental level and adopted at the General, Debt Service, Special Revenue and Water and Wastewater fund levels. The level of control at which expenditures may not exceed budget without City Council approval is at the fund level. The objective of budgetary controls is to ensure compliance with the legal provision contained in the annual budget approved by the City Council. The City Manager has the authority to approve individual departmental budget overages. This budgetary level serves as the foundation for the City's financial planning and control. The City Council approves any amendment or additional funding requests for appropriations when the budget is exceeded at the fund level.

Each winter, the City of Celina's City Council approves a comprehensive five-year Capital Improvement Program. This long-term plan serves as a foundational framework for future financial forecasting, guiding decisions related to debt issuance, capital resource allocation, and the essential needs of operations and maintenance. The city's primary objective is to ensure long-range financial planning that promotes sustainability while effectively meeting the service needs and expectations of its residents. To achieve this, Celina operates with a one-year approved balanced budget, complemented by four years of internal operational-level planning for robust forecasting.

The accompanying Annual Comprehensive Financial Report incorporates all funds of the City, including all government activities, organizations, and functions for which the City is financially accountable as well as its component units. The City's component units are legally separate entities for which the City is financially accountable but are not part of the City's operations.

The City's discretely presented component units are:

- Celina Economic Development Type 4A Sales Tax Corporation (EDC)
- Celina Community Development Type 4B Sales Tax Corporation (CDC)

LOCAL ECONOMY

Celina has entered an era of unprecedented expansion, driven primarily by a surge in new residential developments. Over the next several years, these projects are expected to bring a massive influx of housing to the area. From FY 2020 through FY 2025, the City issued 13,697 single-family construction permits—with 2,643 of those issued in FY 2025 alone. Since FY 2021, Celina has outpaced neighboring North Texas leaders like Frisco, McKinney, Little Elm, and Prosper in permit volume, a growth rate that will deeply influence the City, surrounding counties, and local school districts.

The business landscape is evolving just as rapidly. During fiscal year 2025, the City welcomed 37 new businesses, including VooDoo Brewing Company, Shipley Do-Nuts, and Silos in Celina. This commercial

boom, alongside "shop local" campaigns and increased online shopping, drove a 15.9% increase in sales tax revenue in FY 2025 compared to the previous year. As the residential and retail footprints continue to expand, the City anticipates a sustained upward trend in sales tax collections.

Infrastructure and healthcare are also reaching new heights with the completion of the $200 million Methodist Celina Medical Center. Situated between the Dallas North Tollway and the future Celina Parkway, this five-story, 200,000-square-foot facility opened in March 2025. Beyond reinforcing the City's burgeoning healthcare sector, the hospital serves as a major economic engine, generating over 220 new professional jobs for the community.

Complementing this physical growth is Celina's reputation for educational excellence. The community is served by the highly regarded Celina and Prosper Independent School Districts, both of which are central to the City's appeal for moving families. Reflecting the broader population boom, Celina ISD is currently experiencing rapid expansion, welcoming more than 1,000 new students to its campuses annually.

FUTURE FORWARD

The City's prime location along Preston Road and the Dallas North Tollway (DNT) continues to attract significant retail interest. Developers are eyeing potential sites for up to 600,000 square feet of additional retail space. The City has major retailers including Walmart, Costco, Home Depot, and Lowe's that are in process. This influx of big-box stores and future diverse restaurants is fueled by the City's ability to provide the infrastructure and services these businesses require. Consequently, sales tax revenue is experiencing consistent growth and is projected to double within the next five years.

The North Texas Tollway Authority (NTTA) Board's approval of the DNT extension from US 380 to FM 428 in December 2023 marks a significant milestone for Celina's economic development. Construction, which began in early 2024 and is expected to conclude in late 2027, will further enhance the corridor's accessibility and attractiveness to businesses.

To foster a vibrant downtown core, Celina is actively revitalizing its historic center through "shop local" initiatives and the ambitious Celina Downtown Center project. This comprehensive development is designed to serve as a community hub that balances modernization with historic preservation, consolidating city services into a facility that features administrative offices, an expanded library, a multi-story atrium, and a rooftop event space. To support this growth and alleviate congestion, the project includes a parking garage completed in October 2025, while the main administrative and library facilities are slated for completion in February 2027. Ultimately, this multi-phased initiative aims to create an engaging, accessible focal point for Celina’s expanding population while maintaining the unique character of its downtown.

MAJOR INITIATIVES

The City has completed several strategic initiatives, studies, plans, and capital projects during fiscal year 2025. These plans and initiatives will shape the identity and development of Celina for the next decade.

The list of these accomplishments are as follows:

- ✓ The City updated its Strategic Plan for 2026-2028, providing a clear roadmap for future growth
- ✓ A Five-Year Capital Improvement Program update began
- ✓ The Downtown Fiber and public Wi-Fi project was completed, enhancing connectivity
- ✓ Demonstrated strong financial management, the City maintained the bond rating of Aa1

The City's public infrastructure improvement projects are called Capital Improvement Projects. The following Capital Improvement Projects were completed, started, or under design during FY 2025.

- ✓ Government Center Parking Garage Construction
- ✓ Parks Administration Building
- ✓ Downtown Recreation Center
- ✓ Public Works Service Center Remodel
- ✓ Fire Station 4
- ✓ Ousley Park Trail & Stream Restoration
- ✓ Wilson Creek Park Phase I
- ✓ Oklahoma Dr Improvements (Pecan St. to Malone St.)
- ✓ Coit Rd Resurfacing
- ✓ J Fred Smith (Preston Rd. to Coit Pkwy.)
- ✓ Hillside Dr. (Maryland St. to cul-de-sac)
- ✓ Preston Rd. right turn lanes
- ✓ Downtown Water Reclamation Plant Expansion
- ✓ Rasor Sewer Interceptor
- ✓ Frontier Parkway Water Line
- ✓ Southeast Pump Station & Transmission Line
- ✓ Southeast Ground Storage Tank
- ✓ Utility Relocates along FM 428
- ✓ Celina Rd. Ground Storage Tank
- ✓ Elevated Storage Tank (Uptown)

ACKNOWLEDGMENTS

The preparation of this report would not have been possible without the skill, effort, and dedication of the entire staff of the Finance Department. We wish to thank all government departments for their assistance in providing the data necessary to prepare this report. We would also like to thank the Mayor and City Council for their unfailing support for maintaining the highest standards of professionalism in the management of the City of Celina's finances.

Respectfully submitted,



Robin Bromiley, MSA, CGFO
Director of Finance

THE CITY OF CELINA

CORE VALUES

Excellence

- We always do our best
- We embrace innovation and efficiency while remaining good stewards of City resources
- We are accountable and take pride in our work
- We seek opportunities to learn and expand our professional horizons

Community

- We are a unified body and work as a team
- When we disagree, we resolve it according to our Core Values
- We value and respect all employees and our customers
- We foster a culture that includes understanding, support, balance, and a sense of humor
- We embrace openness, diversity, and inclusion

Integrity

- We do the right thing at all times
- We are committed to building and maintaining credibility and trust both internally and externally
- We are accountable in our words and actions
- We question that which may be inconsistent with our Core Values

Service

- We are selfless public servants and believe in helping others
- We treat everyone the way we wish to be treated
- We are caring and empathetic in all we do
- We work to deliver excellent service to all we encounter





Celina Fast Facts

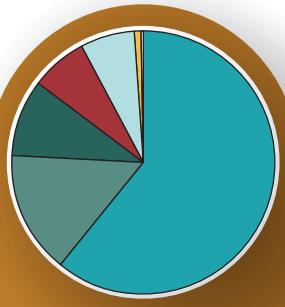
City Limits	Service Area
64,795	75,799

Trade Area: 247,131 (10 Miles)

2025 Single Family Permits: 2,320

Buildout Population: 380,000

POPULATION



- 61.1% White
- 15% Two or More Races
- 9.4% Black
- 6.9% Asian
- 6.6% Other
- 0.9% American Indian
- 0.1% Pacific Islander

DEMOGRAPHICS

Median Age: 35.4

Education:

59.2% Bachelor's, Grad or Prof Degree

24.3% Some College

13.1% High Shool Graduate

DEMOGRAPHICS

Airports

Dallas Love Field Airport: 38.6 Miles/45 Min

DFW Airport: 37.4 Miles/45 Min

Major Highways

N/S: Dallas North Tollway, US 289, FM 1385, FM 2478

E/W: FM 428, FM 455, Outer Loop

(Open from Huddleston to US 75)

TRANSPORTATION

Celina ISD

1 high school, 2 middle schools & 5 elementary schools

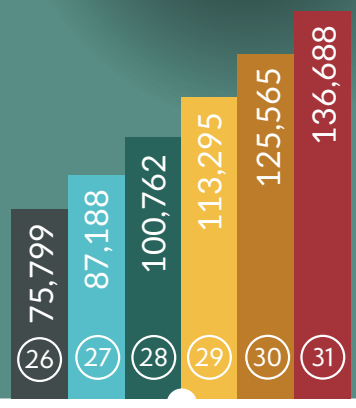
Prosper ISD (Celina)

2 high schools, 3 middle schools & 7 elementary schools

Collin College

Celina Campus

EDUCATION



PROJECTED GROWTH

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Celina
Texas

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

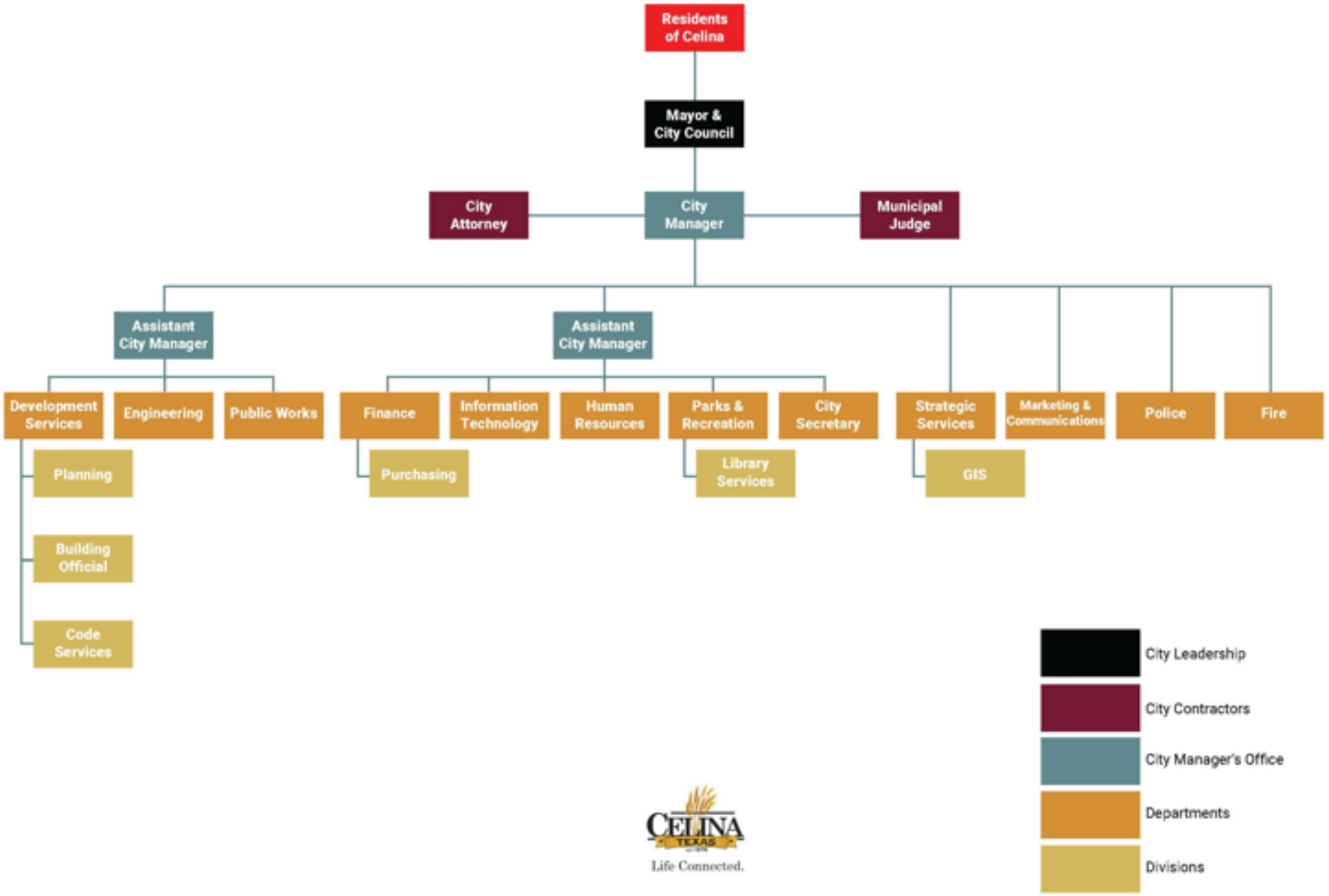
September 30, 2024

Christopher P. Morrill

Executive Director/CEO

x

ORGANIZATIONAL CHART



CELINA TEXAS
Life Connected.

Financial Section

Forvis Mazars, LLP
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Dallas, TX 75254
P 972.702.8262 | F 972.702.0673
forvismazars.us

Independent Auditor's Report

The Honorable Mayor and
Members of the City Council
City of Celina, Texas

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Celina, Texas (City), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2025, and the respective changes in financial position and, where applicable, cash flows thereof, and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a

material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that management's discussion and analysis, pension, and other postemployment benefit information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining and individual fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual comprehensive financial report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Forvis Mazars, LLP

Dallas, Texas
March 4, 2026

Management’s Discussion and Analysis

Management's discussion and analysis provides a narrative overview of the financial activities and changes in the financial position of the City of Celina, Texas (City), for the fiscal year ended September 30, 2025 . It is offered hereby the management of the City to the readers of its financial statements. Readers are encouraged to consider the information presented herein conjunction with the information furnished in our letter of transmittal in the introductory section and the City's financial statements and accompanying notes.

Financial Highlights

- The capital assets represent the City's investment in infrastructure, which increased this fiscal year by $254.90 million. Of this amount, governmental activities increased $117.57 million, bringing net capital assets to $571.20 million. The Business-type activities grew $137.32 million to a total net capital asset of $584.47 million.
- The City's total net position increased by $247.93 million during the fiscal year.
- The City's total amount of outstanding bonded debt is $602.61 million, an increase of $124.60 million due to the issuance of $142.06 million revenue certificates of obligation in 2025 partially offset by scheduled debt payments.

Overview Of The Financial Statements

This annual report consists of four parts; management's discussion and analysis (this section), basic financial statements, required supplementary information, and combining and individual fund statements and schedules.

The basic financial statements include two kinds of statements that present different views of the City:

- The first two statements are Government-Wide Financial Statements that provide information about both the short-term and long-term financial status of the City as a whole.
- The remaining statements are Fund Financial Statements that focus on individual parts of the City's government, reporting the City's operations in more detail than the Government-Wide statements.
    - The Governmental Fund Statements take a short-term view and demonstrate how general government services like public safety were financed during the fiscal year.
    - The Proprietary Fund Statements offer both short-term and long-term financial information about the activities the government operates like businesses, such as the water and wastewater system.

The financial statements also include notes that explain information in the financial statements and provide more detailed data. The statements are followed by a section of required supplementary information that further explains and supports the information in the financial statements. In addition to these required elements, we have included a section with combining statements that provide details about our nonmajor governmental funds, each added together and presented in single columns in the basic financial statements.

Government-Wide Financial Statements. The government-wide financial statements include the Statement of Net Position and the Statement of Activities. These statements are designed to provide readers with a broad overview of the City's finances in a manner similar to a private-sector business. Both are prepared using the economic resources focus and the accrual basis of accounting, meaning that all the current year's revenues and expenses are included regardless of when cash is received or paid.

Statement of Net Position. The Statement of Net Position presents information on the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources including capital assets and long-term obligations. The difference between the four is reported as net position. Over time, the increases or decreases in net position may serve as a valuable indicator of whether the City's financial position is improving or deteriorating. Other indicators of the City's financial position should be taken into consideration, such as the change in the City's property tax base and condition of the City's infrastructure (i.e., roads, drainage systems, water, and sewer lines, etc.), in order to more accurately assess the overall financial condition of the City.

The Statement of Activities presents information showing how the City's net position changed during the most recent fiscal year. It focuses on both the gross and net costs of the government's various activities and thus summarizes the cost of providing specific government services. This statement includes all current year revenues and expenses.

The Statement of Net Position and the Statement of Activities divide the City's activities into two types:

- *Governmental Activities*. Most of the City's basic services are reported here, including general government, police and fire protection, municipal court, streets, park and recreational activities, cultural events, and library. Property taxes, sales taxes, franchise taxes, and building permits provide the majority of the revenue for these activities.
- *Business-Type Activities*. Activities for which the City charges customers a fee to pay most or all of the costs of a service it provides are reported here. The City's business-type activities include water distribution/wastewater collection, solid waste collection/ disposal, and stormwater drainage.

Fund Financial Statements. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. These statements focus on the most significant funds and may be used to find more detailed information about the City's most significant activities. The funds of the City can be divided into two categories: governmental funds and proprietary funds.

- ***Governmental Funds***. Governmental funds are used to account for the majority of the City's activities, which are essentially the same functions reported as governmental activities in the government-wide statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

The focus of the governmental funds' financial statements is narrower than that of the government-wide financial statements. Therefore, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds' Balance Sheet and the governmental funds' Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison. These reconciliations explain the differences between the government's activities as reported in the government-wide statements and the information presented in the governmental funds' financial statements.

- The City reports fifteen individual governmental funds. Major funds are presented separately in the governmental funds' Balance Sheet and in the governmental funds' Statement of Revenues, Expenditures, and Changes in Fund Balances and include the General Fund, the Debt Service Fund, the Street Construction Fund, Parkland Feeds Fund, and the Bond Fund. Data for the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of the nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

- ***Proprietary Funds.*** The City charges customers directly for certain services it provides. These services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the statement of net position and the statement of activities. The City's enterprise funds (a fund type of proprietary funds) are identical to the business-type activities reported in the government-wide statements. Still, enterprise fund financial statements provide more detail and additional information, such as cash flows.

  The City of Celina maintains one individual enterprise fund. The City uses this fund to account for its water and sewer, storm drainage, and environmental services.

Notes to the Financial Statements. The notes provide additional information that is essential to gain a complete understanding of the data provided in the government-wide and fund financial statements.

Other Information. In addition to the basic financial statements and accompanying notes, this report presents certain required supplementary information (RSI) concerning the City's progress in funding its obligation to provide pension benefits and other post-employment benefits to the employees.

The combining and individual fund statements and schedules referred to earlier are presented immediately following the required supplementary information on pensions.

Government-Wide Financial Analysis

At the end of the fiscal year 2025, the City's net position (assets and deferred outflows of resources exceeding liabilities and deferred inflows of resources) totaled $999.87 million. Total assets of the City on September 30, 2025 were $1.71 billion, deferred outflows of resources were $4.00 million, total liabilities were $712.28 million, and deferred inflows of resources were $3.99 million resulting in a net position balance of $999.87 million, a 32.97% increase over the previous year. This analysis focuses on the net position and changes in net position.

Net Position. The largest portion of the City's net position, $724.60 million, reflects its investment in capital assets (land and improvements, buildings, infrastructure, vehicles, machinery, and equipment), less any related outstanding debt used to acquire those assets. The City uses these assets to provide services to its residents; consequently, these assets are not available for future spending. Although the City reports its capital assets net of related debt, the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

Restricted portion of the City's net position, $55.78 million are subject to external restrictions on how they may be used. The City's unrestricted net position is $219.49 million, which may be used to meet the City's future obligations.

Table 1
City of Celina Net Position

	Governmental Activities		Business-type Activities		Total	
	2025	2024	2025	2024	2025	2024
Assets						
Current and other assets	$ 163,886,505	$ 268,183,997	$ 228,362,416	$ 158,048,295	$ 392,248,921	$ 426,232,292
Capital assets, net	735,424,378	453,629,998	584,474,200	447,150,606	1,319,898,578	900,780,604
Total assets	899,310,883	721,813,995	812,836,616	605,198,901	1,712,147,499	1,327,012,896
Deferred Outflows of Resources	3,446,288	3,041,977	553,424	491,824	3,999,712	3,533,801
Liabilities						
Other liabilities	49,369,316	38,735,569	23,296,811	20,192,621	72,666,127	58,928,190
Long-term obligations	398,703,654	324,417,093	240,913,777	192,074,213	639,617,431	516,491,306
Total liabilities	448,072,970	363,152,662	264,210,588	212,266,834	712,283,558	575,419,496
Deferred Inflows of Resources	3,427,686	3,156,452	566,248	27,765	3,993,934	3,184,217
Net Position						
Net investment in capital assets	312,612,178	249,570,159	411,989,462	282,693,619	724,601,640	532,263,778
Restricted	55,777,641	46,077,308	-	-	55,777,641	46,077,308
Unrestricted	82,866,696	62,899,391	136,623,742	110,702,507	219,490,438	173,601,898
Total net position	$ 451,256,515	$ 358,546,858	$ 548,613,204	$ 393,396,126	$ 999,869,719	$ 751,942,984

Changes in Net Position. The government's overall net position increased $247.93 million over the prior fiscal year. The reasons for the overall increase are discussed in the following sections for governmental activities and business-type activities.

Government activities increased the City's net position by $92.71 million from the prior year. This was due in part to an increase in ad valorem tax revenues, building permit revenues, and capital contributions. Key revenue and expense transactions are as follows:

- Net Investment in Capital Assets increased by $63.04 million. This represents the capital assets less the liabilities of infrastructure added to the City's governmental capital assets. In fiscal year 2025, the City received $50.12 million in capital contributions from developers.
- Charges for services increased by $1.28 million, primarily due to a rise in roadway impact and capital recovery fees as the City continues to experience significant population growth. Roadway impact and capital recovery fees increased by $2.13 million over fiscal year 2024. Permitting revenue grew by $0.28 million compared to the prior year.

Ad valorem tax revenue increased by $10.82 million from fiscal year 2024 to 2025, driven by higher property assessed values.The City's total assessed property tax valuation grew by $2.086 billion, rising from $5.90 billion in fiscal year 2024 to $7.98 billion in fiscal year 2025. Of the resulting revenue increase, property tax revenue generated from new property added to the tax roll accounted for approximately $8,293,633 of that total.

- Unrestricted Net Position increased $19.97 million. The unrestricted balances include operating costs and funding for future projects and programs. In addition, $55.78 million is restricted for capital projects and restricted fees to fund the projects.
- General government expenses increased approximately $16.15 million over over the previous year, driven by the heightened demand for city services resulting from robust housing growth and commercial development along the Dallas North Tollway and Preston Road corridors. Because Celina's growth is occurring in widely dispersed subdivisions often separated by undeveloped farmland, the City faces unique service delivery challenges that require strategic long-term planning for a full buildout that may not be realized for thirty years or more. Key considerations in this planning include emergency service response times, access to parks and recreation, and evolving community mobility needs. To address these demands, Fiscal Year 2025 included a total of 363.75 FTE positions—an increase of 48 positions (15.2%) over 2024, with resources specifically focused on the Police, Fire, Public Works, and Development Services departments.

Business-type activities increased net position by $155.22 million. Key elements to the change in net position are as follows:

- The City received $122.78 million in capital contributions from developers in the form of new water, drainage, and sewer lines. These contributions were significant reasons why net investment in capital assets increased by $129.30 million.
- The City collected $11.09 million in impact fees and capital recovery fees for future water and wastewater infrastructure updates.
- The City collected $10.46 million in meter fees and connection fees for water and sewer tie-ins for new homes and businesses to the current system.
- Unrestricted Net Position increased $25.92 million. The unrestricted balances include operating costs and funding for future projects and programs.
- The City earned $7.48 million in interest income related to Business type activities and bond proceeds.

Expenses increased by 33.63% due mainly to the $1.41 million increased water demand costs, $6.62 million in more in depreciation expense, and $5.12 increase in garbage collection cost. All of these increases in expenses are directly related to increased growth in customers through new houses and commercial properties.

Water sales increased by $4.65 million over the previous fiscal year. This increase was due to adding more than 2,600 new customers, an approximate 16.41% increase from the prior fiscal year. Water rates remained the same from fiscal year 2024 through fiscal year 2025 .

Table 2
City of Celina
Change in Net Position

	Governmental Activities		Business-type Activities		Total	
	2025	2024	2025	2024	2025	2024
Program Revenues						
Charges for services	$ 51,083,213	$ 49,798,688	$ 70,809,178	$ 63,679,831	$ 121,892,391	$ 113,478,519
Operating grants/contributions	3,468,018	2,761,584	420,000	400,000	3,888,018	3,161,584
Capital grants/contributions	54,384,194	99,233,684	122,962,521	108,830,648	177,346,715	208,064,332
General revenues:						
Ad valorem taxes	47,329,947	36,490,482	-	-	47,329,947	36,490,482
Sales taxes	5,839,562	4,925,187	-	-	5,839,562	4,925,187
Franchise taxes	1,666,323	1,383,145	-	-	1,666,323	1,383,145
Gain on sale of capital assets	191,912	189,301.00	76,600	43,924		
Grants not restricted to specific programs	-	-	-	-	-	-
Other	16,185,636	13,631,135	8,468,860	7,310,604	24,654,496	20,941,739
Total program revenues	180,148,805	208,413,206	202,737,159	180,265,007	382,885,964	388,678,213
Expenses						
Administration	12,938,155	12,046,109	-	-	12,938,155	12,046,109
Judicial	326,813	251,705	-	-	326,813	251,705
Fire and emergency services	13,658,346	11,768,158	-	-	13,658,346	11,768,158
Development services	19,499,426	13,956,292	-	-	19,499,426	13,956,292
Public works	6,354,724	5,719,853	-	-	6,354,724	5,719,853
Police department	13,066,820	10,282,158	-	-	13,066,820	10,282,158
Parks and recreation	3,992,840	3,654,586	-	-	3,992,840	3,654,586
Library	593,664	435,014	-	-	593,664	435,014
Downtown fund	96,003	106,107	-	-	96,003	106,107
Interest and fiscal charges	13,210,543	9,370,480	-	-	13,210,543	9,370,480
Water, sewer and sanitation services	-	-	51,221,895	38,332,338	51,221,895	38,332,338
Total expenses	83,737,334	67,590,462	51,221,895	38,332,338	134,959,229	105,922,800
Excess before transfers	96,411,471	140,822,744	151,515,264	141,932,669	247,926,735	282,755,413
Transfers	(3,701,814)	(5,690,000)	3,701,814	5,690,000	-	-
Change in Net Position	92,709,657	135,132,744	155,217,078	147,622,669	247,926,735	282,755,413
Net Position, Beginning of Year	358,546,858	223,414,114	393,396,126	245,773,457	751,942,984	469,187,571
Net Position, End of Year	$ 451,256,515	$ 358,546,858	$ 548,613,204	$ 393,396,126	$ 999,869,719	$ 751,942,984

Financial Analysis Of The Funds

The focus of the City's funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information helps assess the City's financing requirements. In particular, the unassigned fund balance in the governmental funds may serve as a useful measure of the City's net resources available for spending at the end of the fiscal year.

Governmental Funds. Governmental funds had an increase in fund balance of $54.95 million:

- **General Fund** – The General Fund is the primary operating fund of the City. The fund balance is $36.48 million, representing an increase of $4.94 million from the previous year. The General fund revenues had a healthy increase due to increased development and growth of the City. Permits and inspection fees had an increase of $0.28 million over the prior year. Property tax revenue also recognized an increase of $3.88

million more than fiscal year 2024. This allowed the City to transfer available fund balance earnings to key one-time capital expenditures. In fiscal year 2025, funding was transferrred to the Street Construction Fund and the Capital Aquisition Fund. The General Fund's overall expenditures increased 19.16% last year, approximately $8.20 million, from $42.78 million to $50.97 million. The increase was attributable to rising demands of service amongst the majority of the departments such as Public Works, Police, Fire and Development Services.

- **Debt Fund** – The Debt Fund's fund balance decreased $(3.52) million due to the increase in debt service payments in the current year, the refunding of two bond series, and re-allocation of interest income to key one-time capital expendiures. The ending fund balance is $4.12 million.
- **Street Construction Fund** – The Street Construction Fund's fund balance increased $2.64 million in the current fiscal year due to $5.59 million in expenditures offset by a transfer in of $8.00 million from the general fund.
- **Parkland Fee Fund** – The Parkland Fee Fund accounts for the financing and acquisition of major capital park projects. The City received this year $4.29 million in revenue from park fees. The City spent $1.47 million on capital assets and parks and recreation expenditures which resulted in ending fund balance of $15.72 million.
- **Bond Fund** – The Bond Fund's fund balance increased $27.01 million primarily due to the $86.41 million of bond proceeds that will continue to be spent in future years on capital projects. This increase was offset by the City spending $67.14 million on capital assets and bond issuance fees during 2025. The ending fund balance is $151.16 million.

Business-Type Activities

Water Wastewater Fund – The fund had a change in net position of $155.22 million, including operating income of $72.22 million, plus non-operating revenues of $7.56 million, plus capital contributions of $122.96 million, plus transfers in of $3.70 million. The net income includes the combination of eleven separate utility operating funds. These are separated internally to allow for proper control and accountability to ensure the funds' disposition meets statutory requirements. For example, Impact Fees and Capital Recovery Fees, both of which earned substantial revenues this year, are managed through separate funds but combined within the operating portion of this fund for financial statement purposes.

Budgetary Highlights

In the fiscal year 2024-2025, the General Fund adopted expenditure budget was increased by $9.97 million over the 2023-2024 adopted budget. During the fiscal year, budget amendments increased the original revenue budget by $23,000 and increased the expenditure budget, including transfers out, by $15.25 million. The City's largest expenditure amendment of $12.75 million in transfers, primarily driven by an $8 million allocation for street construction projects. Additionally, $3 million was designated for the Downtown Center and Library, specifically providing $1.5 million for Downtown Center furniture, fixtures, and equipment (FFE), $500,000 for Library FFE, and $1 million for library book collections. The remaining $1.75 million was transferred to the Capital Acquisition Fund to support one-time budget-related expenditures.The other amendments were for grant awards, increase interest in City run sports leagues, insurance claims, and unanticipated expenditures during the year. During the fiscal year, the City regularly reviews the budget and determines if a budget amendment is reasonable and necessary. All budget amendments receive scrutiny and City Council approval through an amended ordinance.

In the General Fund, the actual revenue received in comparison to the final budget was over by $16.41 million. This positive variance is most noticeable in permit and inspection fees and interest revenue. General Fund expenditures had a final budget to actual variance of $4.72 million prior to other financing sources/uses.The variance between actual and amended expenditures is primarily driven by $1.8 million in salary savings resulting from vacant positions, as the City encountered a highly competitive labor market and extended recruitment timelines for specialized roles. These vacancies led to temporary operational savings while departments managed internal transitions. Furthermore, $504,660 in contract services remained unspent, alongside $80,000 in unused travel and training allocations. General operating expenses—including fuel, computer software and hardware, electricity, and maintenance agreements—also concluded the period lower than anticipated.

Detailed information regarding the City's budgeted transfers is available in Note 11 of the financial statements.

Capital Asset And Debt Administration

Capital Assets: The City's investment in capital assets for its governmental and business-type activities as of September 30, 2025 , amounts to $1,155.68 million (net of accumulated depreciation), as shown in the table below. This investment in capital assets includes land, buildings, improvements, vehicles, machinery and equipment, infrastructure, and construction in progress. Additional information on the City's capital assets can be found in *Note 6* to the financial statements.

Some of the items substantially completed during the fiscal year include:

- $1.10 million for Bothwell Boulevard – Median Lighting
- $35.52 million for Legacy Hill Water Reclamation Facility
- $1.46 million for Downtown Water & Sewer Upgrades
- $6.57 million for Coit Road (from Frontier to Vest Lane)
- $1.51 million for New Mexico Drive Improvements
- $122.78 million in Utility infrastructure is related to developers' contribution
- $50.12 million in Roadway infrastructure is related to developers' contribution

	Governmental Activities		Business-type Activities		Totals	
	2025	2024	2025	2024	2025	2024
Land	$ 79,639,261	$ 66,015,676	$ 14,082,714	$ 11,846,209	$ 93,721,975	$ 77,861,885
Buildings	72,930,077	18,694,219	1,321,306	1,419,666	74,251,383	20,113,885
Parks	21,934,466	20,629,972	-	-	21,934,466	20,629,972
Infrastructure	269,662,551	218,070,666	503,171,283	342,936,752	772,833,834	561,007,418
Vehicles, machinery and equipment	9,967,985	8,496,102	4,428,079	2,934,157	14,396,064	11,430,259
Right-to-use leased equipment	215,422	323,132	-	-	215,422	323,132
Subscription asset	52,488	78,732	-	-	52,488	78,732
Water rights	-	-	17,379,389	17,299,949	17,379,389	17,299,949
Construction in progress	116,800,078	121,321,499	44,091,429	70,713,873	160,891,507	192,035,372
Total capital assets, net	$ 571,202,328	$ 453,629,998	$ 584,474,200	$ 447,150,606	$ 1,155,676,528	$ 900,780,604

Long-term Debt: At the end of the current fiscal year, the City of Celina had total bonded debt outstanding of $602.61 million, as shown. Of this amount, $582.33 million represents tax-supported bonds, and $20.28 million represents self-supported bonds. The $125.06 million increase in debt is for numerous upcoming projects such as public safety facilities, parks and recreation projects, a municipal administration and library building, a downtown community parking lot, and land purchases. This is in addition to annual streets, drainage, water, and sewer projects that are needed to maintain existing infrastructure and keep up with the projected growth explosion.

	Governmental Activities		Business-type Activities		Totals	
	2025	2024	2025	2024	2025	2024
General obligation bonds	$ 10,065,000	$ 8,240,000	$ 10,215,000	$ 460,000	$ 20,280,000	$ 8,700,000
Certificates of obligation	373,520,000	299,035,000	208,810,000	170,280,000	582,330,000	469,315,000
Total bonds payable	$ 383,585,000	$ 307,275,000	$ 219,025,000	$ 170,740,000	$ 602,610,000	$ 478,015,000

In fiscal year 2025, The City issued Tax and Waterworks and Sewer System Revenue Certificates of Obligation, Series 2025 in the amount of $142,060,000 plus a net $5.94 million in bond preimums. $90.00 million was allocated to the general government for streets, parks, and public safety and $58.00 million was allocated to the water and sewer to finance the cost of improving the City's waterworks and sewer system.

Additional information on the City's long-term debt can be found in *Note 7* to the financial statements.

Economic Factors And Next Year's Budgets And Rates

The City of Celina expects to continue to see strong population and economic growth. The City's budget continues to grow as new residents and businesses are added. In the last 14 years, the City's population has grown from 6,028 in 2011 to 54,635 in 2025. For the fiscal year 2025-2026 budget, the City's goal has been to successfully provide the City Council with a collaborative budget that includes departmental participation to balance the budget collectively. The following revenues and expenditures were essential components to the budget:

Property Taxes. Looking forward to the fiscal year 2026, the City's certified taxable value after exemptions for tax year 2025 for both the Collin and Denton Central Appraisal Districts is $10,323,236,310 (as of July 2025). This is 28.26% or $2.274 billion more than the prior year, of which $1.49 billion is attributable to new taxable values added to the tax roll.

Building Permits. Besides property taxes, a major source of revenue for the City originates from licenses and permits. These revenues are generated for services rendered and user fees charged for building permits, construction inspection fees, fire/EMS and police fees, and other related services. The largest source of revenue in this category is building permits and inspection fees, as the City continues to develop and grow at a fast pace. For FY 2026, the budget has been increased to $17.25 million. The City conservatively budgets building permits due to the potential impact of economic cycles on this revenue source. The City also maintains a Stabilization Fund to protect the City from sudden economic changes that could reduce revenue from building permits in the middle of a fiscal year.

Staffing. The City's population has increased by 149% over the last five years, averaging 32% growth per year. As a result, the FY 2025-2026 budget authorized 34.50 new full-time equivalent positions at a cost of $2.78 million to assist departments in keeping up with service level demands. Of these new positions, 6 were for Public Safety, 15 positions were for the Public Works department, 3.50 were scheduled for Culture and Recreation departments, 4 were for General Government departments, and 6 were for Development and Engineering .

Capital Projects. The following is a list of some of the significant projects that the Engineering Department has slated to start or continue construction in the upcoming fiscal year:

- Fire Station No. 4 construction
- Downtown Parking Garage construction
- Downtown Center construction
- Southeast Pump Station & Transmission Line
- Southeast Ground Storage Tank
- Wilson Creek Park Phase 1
- Oklahoma Dr Improvements (Pecan to Malone)
- J Fred Smith (Preston to Coit)

Fund Balance and Reserve. By ordinance, the City is required to maintain 25% of annual operating expenses, equal to a 90 days reserve, as a balance in the governmental fund account. Revenues from property taxes to pay for services are typically delayed due to the timing of new growth showing up on the tax rolls resulting in cost for new growth to be paid immediately, while the revenues follow a year later.

The City's proprietary fund, Water Wastewater Fund, practices a reserve of 40%, or 146 days, of working capital. The primary source of revenue is generated by water sales dependent on rate and consumption by customers, while cost is at a 'pay as you go.' This sole source revenue creates the need for a higher fund balance reserve. The reserve is designed to smooth out the low seasonal sales common in the winter months and even the occasional Texas 'wet' summers in an effort to keep rate increases at a minimum.

The 40% reserve is applicable to actual operating expenditures and excludes funds received that are dedicated to capital projects or have restrictions. For both funds, the City monitors the fund balances as a good fund balance is attractive to rating agencies in evaluating a city's financial health.

Contacting the City's Financial Management:

This financial report is designed to provide our residents, taxpayers, customers, investors, and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. Questions concerning this report or need for additional information, including financial information for the City's two component units, should be addressed to Robin Bromiley, Director of Finance, by phone at (972) 382-2682 or by e-mail at rbromiley@celina-tx.gov.

Basic Financial Statements

Government-wide Financial Statements

City of Celina, Texas
Statement of Net Position
September 30, 2025

	Primary Government			Component Units	
	Governmental Activities	Business-type Activities	Total	Economic Development Corporation	Community Development Corporation
Assets and Deferred Outflows of Resources					
Current Assets					
Cash and cash equivalents	$ 156,480,967	$ 137,382,316	$ 293,863,283	$ 2,737,359	$ 7,145,529
Property taxes receivable, net	438,901	-	438,901	-	-
Sales tax receivable	1,027,722	-	1,027,722	513,861	513,861
Accounts receivable, net	231,587	5,603,960	5,835,547	-	-
Other receivables	1,920,638	213,000	2,133,638	-	-
Lease receivable	3,167,346	-	3,167,346	-	-
Inventory	262,498	1,695,430	1,957,928	-	-
Prepaid items	356,846	92,375	449,221	-	-
Total current assets	163,886,505	144,987,081	308,873,586	3,251,220	7,659,390
Noncurrent Assets					
Restricted assets					
Cash and cash equivalents	164,222,050	83,375,335	247,597,385	-	-
Capital assets					
Land	79,639,261	14,082,714	93,721,975	13,288,231	-
Water rights	-	17,379,389	17,379,389	-	-
Construction in progress	116,800,078	44,091,429	160,891,507	-	-
Capital assets, net	374,762,989	508,920,668	883,683,657	-	-
Total noncurrent assets	735,424,378	667,849,535	1,403,273,913	13,288,231	-
Total assets	899,310,883	812,836,616	1,712,147,499	16,539,451	7,659,390
Deferred Outflows of Resources					
Deferred loss on refunding	22,115	-	22,115	-	-
Deferred pension outflows	3,361,589	547,235	3,908,824	-	-
Deferred OPEB outflows	62,584	6,189	68,773	-	-
Total deferred outflows of resources	3,446,288	553,424	3,999,712	-	-
Total assets and deferred outflows of resources	$ 902,757,171	$ 813,390,040	$ 1,716,147,211	$ 16,539,451	$ 7,659,390
Liabilities, Deferred Inflows of Resources and Net Position					
Current Liabilities					
Accounts payable	$ 9,509,886	$ 5,287,167	$ 14,797,053	$ 300,781	$ -
Retainage payable	3,007,866	433,837	3,441,703	-	-
Accrued salaries and benefits	1,122,484	138,226	1,260,710	-	-
Accrued interest	1,446,756	831,174	2,277,930	34,148	-
Unearned revenue	327,117	-	327,117	-	-
Meter deposits payable	-	3,482,199	3,482,199	-	-
PID assessments	-	126,947	126,947	-	-
Escrow deposits	2,763,046	475,147	3,238,193	-	-
Payable from restricted assets					
Accounts payable for capital projects	13,768,546	3,496,322	17,264,868	-	-
Total current liabilities	31,945,701	14,271,019	46,216,720	334,929	-
Noncurrent Liabilities					
Due within one year					
Compensated absences	1,054,624	95,241	1,149,865	-	-
Bonds payable	16,235,316	7,930,551	24,165,867	185,000	-
Note payable	-	1,000,000	1,000,000	1,000,000	-
Lease liability	107,486	-	107,486	-	-
Subscription liability	26,189	-	26,189	-	-
Due in more than one year					
Total OPEB liability	196,001	19,385	215,386	-	-
Net pension liability	5,349,004	870,768	6,219,772	-	-
Arbitrage liability	2,224,278	953,429	3,177,707	-	-
Compensated absences	1,320,460	49,428	1,369,888	-	-
Note payable	-	15,000,000	15,000,000	2,000,000	-
Bonds payable	389,473,993	224,020,767	613,494,760	7,925,000	-
Lease liability	112,506	-	112,506	-	-
Subscription liability	27,412	-	27,412	-	-
Total noncurrent liabilities	416,127,269	249,939,569	666,066,838	11,110,000	-
Total liabilities	448,072,970	264,210,588	712,283,558	11,444,929	-
Deferred Inflows of Resources					
Lease related	2,875,652	-	2,875,652	-	-
Deferred gain on refunding	75,001	496,397	571,398	-	-
Deferred pension inflows	354,851	57,767	412,618	-	-
Deferred OPEB inflows	122,182	12,084	134,266	-	-
Total deferred inflows of resources	3,427,686	566,248	3,993,934	-	-
Net Position					
Net investment in capital assets	312,612,178	411,989,462	724,601,640	2,178,231	-
Restricted for debt service	4,118,266	-	4,118,266	-	-
Restricted for capital projects	48,163,302	-	48,163,302	-	-
Restricted for law enforcement	114,557	-	114,557	-	-
Restricted for courts	263,329	-	263,329	-	-
Restricted for PEG	87,390	-	87,390	-	-
Restricted for hotel	59,430	-	59,430	-	-
Restricted for technology	2,971,367	-	2,971,367	-	-
Restricted for economic development	-	-	-	2,916,291	7,659,390
Unrestricted	82,866,696	136,623,742	219,490,438	-	-
Total net position	451,256,515	548,613,204	999,869,719	5,094,522	7,659,390
Total liabilities, deferred inflows of resources and net position	$ 902,757,171	$ 813,390,040	$ 1,716,147,211	$ 16,539,451	$ 7,659,390

The accompanying notes are an integral part of these financial statements.

City of Celina, Texas
Statement of Activities
For the Year Ended September 30, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government				
Governmental Activities				
Administration	$ 12,938,155	$ -	$ -	$ -
Judicial	326,813	-	-	-
Fire and emergency services	13,658,346	3,299,438	1,528,619	-
Development services	19,499,426	13,383,927	-	-
Public works	6,354,724	27,805,833	145,281	54,384,194
Police department	13,066,820	329,735	16,265	-
Parks and recreation	3,992,840	6,264,280	1,706,817	-
Library	593,664	-	71,036	-
Downtown project	96,003	-	-	-
Interest	13,210,543	-	-	-
Total governmental activities	83,737,334	51,083,213	3,468,018	54,384,194
Business-type Activities				
Water and sewer services	51,221,895	70,809,178	420,000	122,962,521
Total business-type activities	51,221,895	70,809,178	420,000	122,962,521
Total primary government	$ 134,959,229	$ 121,892,391	$ 3,888,018	$ 177,346,715
Component Units				
Celina Economic Development Corporation	2,261,709	-	-	-
Celina Community Development Corporation	1,771,987	-	-	-
Total component units	$ 4,033,696	$ -	$ -	$ -
General Revenues				
Ad valorem tax				
Sales tax				
Franchise tax				
Gain on sale of capital assets				
Miscellaneous				
Unrestricted investment earnings				
Transfers				
Total general revenues and transfers				
Change in net position				
Net position, beginning of year				
Net position, end of year				

The accompanying notes are an integral part of these financial statements.

Net (Expense) Revenue and Changes in Net Position				
Primary Government			Component Units	
Governmental Activities	Business-type Activities	Total	Economic Development Corporation	Community Development Corporation
$ (12,938,155)	$ -	$ (12,938,155)	$ -	$ -
(326,813)	-	(326,813)	-	-
(8,830,289)	-	(8,830,289)	-	-
(6,115,499)	-	(6,115,499)	-	-
75,980,584	-	75,980,584	-	-
(12,720,820)	-	(12,720,820)	-	-
3,978,257	-	3,978,257	-	-
(522,628)	-	(522,628)	-	-
(96,003)	-	(96,003)	-	-
(13,210,543)	-	(13,210,543)	-	-
25,198,091	-	25,198,091	-	-
-	142,969,804	142,969,804	-	-
-	142,969,804	142,969,804	-	-
$ 25,198,091	$ 142,969,804	$ 168,167,895	$ -	$ -
			(2,261,709)	-
			-	(1,771,987)
$ -	$ -	$ -	$ (2,261,709)	$ (1,771,987)
47,329,947	-	47,329,947	-	-
5,839,562	-	5,839,562	2,907,044	2,907,044
1,666,323	-	1,666,323	-	-
191,912	76,600	268,512	-	-
3,879,943	987,681	4,867,624	29,809	-
12,305,693	7,481,179	19,786,872	119,215	290,335
(3,701,814)	3,701,814	-	-	-
67,511,566	12,247,274	79,758,840	3,056,068	3,197,379
92,709,657	155,217,078	247,926,735	794,359	1,425,392
358,546,858	393,396,126	751,942,984	4,300,163	6,233,998
$ 451,256,515	$ 548,613,204	$ 999,869,719	$ 5,094,522	$ 7,659,390

The accompanying notes are an integral part of these financial statements.

City of Celina, Texas
Balance Sheet
Governmental Funds
September 30, 2025

	General Fund	Debt Service Fund	Street Construction Fund	Parkland Fees Fund	Bond Fund	Other Governmental Funds	Total Governmental Funds
Assets							
Cash and cash equivalents	$ 43,049,731	$ 5,306,596	$ 12,277,269	$ 15,768,207	$ 164,222,050	$ 80,079,164	$ 320,703,017
Sales taxes receivable	1,027,722	-	-	-	-	-	1,027,722
Property taxes receivable, net	248,346	190,555	-	-	-	-	438,901
EMS receivable, net	395,202	-	-	-	-	-	395,202
Other receivables, net	1,647,458	-	-	-	-	109,565	1,757,023
Lease receivable	-	-	-	-	-	3,167,346	3,167,346
Inventory	262,498	-	-	-	-	-	262,498
Prepaid items	135,773	-	-	-	-	221,073	356,846
Total assets	$ 46,766,730	$ 5,497,151	$ 12,277,269	$ 15,768,207	$ 164,222,050	$ 83,577,148	$ 328,108,555
Liabilities							
Accounts payable	$ 7,681,753	$ 1,214,797	$ 3,018,657	$ 39,291	$ 10,217,674	$ 1,055,502	$ 23,227,674
Retainage payable	15,000	-	118,205	12,526	2,842,833	70,060	3,058,624
Accrued salaries and benefits	1,119,233	-	-	-	-	3,251	1,122,484
Escrowed funds	710,846	-	-	-	-	2,052,200	2,763,046
Unearned revenue	327,117	-	-	-	-	-	327,117
Total liabilities	9,853,949	1,214,797	3,136,862	51,817	13,060,507	3,181,013	30,498,945
Deferred Inflows of Resources							
Lease related	-	-	-	-	-	2,875,652	2,875,652
Unavailable revenue	436,971	164,088	-	-	-	99,525	700,584
Total deferred inflows of resources	436,971	164,088	-	-	-	2,975,177	3,576,236
Fund Balances							
Nonspendable							
Prepaids and inventory	398,271	-	-	-	-	221,073	619,344
Restricted							
Capital projects	-	-	9,140,407	-	151,161,543	52,083,402	212,385,352
Debt service	-	4,118,266	-	-	-	-	4,118,266
Law enforcement	-	-	-	-	-	114,557	114,557
Courts	-	-	-	-	-	263,329	263,329
PEG	-	-	-	-	-	87,390	87,390
Hotel	-	-	-	-	-	59,430	59,430
Technology	-	-	-	-	-	2,971,367	2,971,367
Assigned for use in specific funds	-	-	-	15,716,390	-	21,620,410	37,336,800
Unassigned	36,077,539	-	-	-	-	-	36,077,539
Total fund balances	36,475,810	4,118,266	9,140,407	15,716,390	151,161,543	77,420,958	294,033,374
Total liabilities, deferred inflows of resources and fund balances	$ 46,766,730	$ 5,497,151	$ 12,277,269	$ 15,768,207	$ 164,222,050	$ 83,577,148	$ 328,108,555

City of Celina, Texas
Reconciliation of the Governmental Fund Balance Sheet
to the Statement of Net Position
September 30, 2025

Fund balances of governmental funds	$ 294,033,374
Amounts presented for governmental activities in the statement of net position are different because:	
Capital assets reported in the statement of net position are not financial resources and are not reported in the fund balance sheet.	571,202,328
Receivables not measurable and available within 60 days of year-end, and therefore are unavailable in the fund financial statements.	700,584
Net pension liability ($5,349,004), the related deferred outflows of resources $3,361,589 and the related deferred inflows of resources ($354,851) are not available to pay current-period expenditures and therefore are not recorded in the funds.	(2,342,266)
Total OPEB liability ($196,001), the related deferred outflows of resources $62,584, and the related deferred inflows of resources ($122,182) are not due and payable in the current period and therefore are not recorded in the funds.	(255,599)
Interest due on long-term debt is recorded as accrued interest payable in the statement of net position but does not become a liability on the fund statements until the date due.	(1,446,756)
Arbitrage due in connection with unspent bond proceeds is recorded as an arbitrage liability in the statement of net position but does not become a liability on the fund statements until the date due.	(2,224,278)
Long-term liabilities, including related deferred loss and gain on refundings, are reported in the statement of net position but they are not due and payable or consume net position in the current period and; therefore, are not reported in the fund balance sheet.	(408,410,872)
Net position of governmental activities	$ 451,256,515

City of Celina, Texas
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Year Ended September 30, 2025

	General Fund	Debt Service Fund	Street Construction Fund	Parkland Fees Fund	Bond Fund	Other Governmental Funds	Total Governmental Funds
Revenues							
Ad valorem taxes	$ 21,558,335	$ 24,333,065	$ -	$ -	$ -	$ 1,401,143	$ 47,292,543
Franchise fees	1,666,323	-	-	-	-	-	1,666,323
Sales tax	5,642,704	-	-	-	-	196,858	5,839,562
Permits and inspection fees	27,669,235	-	-	-	-	-	27,669,235
Development fees	200,053	-	-	-	-	-	200,053
Developer contributions	2,607,662	-	-	-	-	1,505,168	4,112,830
Fire department, EMS, and police revenues	3,213,117	-	-	-	-	-	3,213,117
Fines	418,163	-	-	-	-	-	418,163
Special events and donations	334,565	-	-	-	-	122,215	456,780
Park fees	587,732	-	-	4,292,500	-	1,240,500	6,120,732
Impact and capital recovery fees	-	-	-	-	-	12,870,374	12,870,374
Intergovernmental	-	-	-	1,651,706	-	-	1,651,706
Other income	1,243,764	-	-	-	-	2,936,450	4,180,214
Interest	2,239,963	523,267	228,169	510,304	3,590,714	5,213,276	12,305,693
Federal, state, and local grants	1,506,413	-	-	-	-	64,540	1,570,953
Total revenues	68,888,029	24,856,332	228,169	6,454,510	3,590,714	25,550,524	129,568,278
Expenditures							
Current							
Administration	12,214,665	-	-	-	-	355,159	12,569,824
Judicial	320,928	-	-	-	-	62	320,990
Fire and emergency services	12,179,292	-	-	-	-	15,405	12,194,697
Development services	7,715,423	-	-	-	-	1,746,862	9,462,285
Public works	2,669,279	-	1,801,018	-	1,585,809	230,849	6,286,955
Police department	11,539,364	-	-	-	-	96,893	11,636,257
Parks and recreation	2,764,329	-	-	27,075	-	64,486	2,855,890
Library	511,860	-	-	-	-	35,635	547,495
Downtown project	-	-	-	-	-	96,003	96,003
Capital outlay	916,595	-	3,786,631	1,447,103	65,013,844	10,171,951	81,336,124
Debt service							
Principal retirement	127,712	9,860,000	-	-	-	-	9,987,712
Interest and fiscal charges	12,776	13,757,784	-	-	-	-	13,770,560
Bond issuance cost	-	34,420	-	-	541,169	-	575,589
Total expenditures	50,972,223	23,652,204	5,587,649	1,474,178	67,140,822	12,813,305	161,640,381
Excess (Deficiency) of Revenues Over (Under) Expenditures	17,915,806	1,204,128	(5,359,480)	4,980,332	(63,550,108)	12,737,219	(32,072,103)
Other Financing Sources (Uses)							
Issuance of bonds	-	2,750,000	-	-	86,405,000	-	89,155,000
Bond premium	-	242,943	-	-	4,153,331	-	4,396,274
Proceeds from sale of capital assets	200,180	-	-	-	-	-	200,180
Payment to refunded bond escrow agent	-	(3,030,280)	-	-	-	-	(3,030,280)
Transfers in	987,520	-	8,000,000	185,434	-	6,161,383	15,334,337
Transfers out	(14,161,383)	(4,689,334)	-	-	-	(185,434)	(19,036,151)
Total other financing sources (uses)	(12,973,683)	(4,726,671)	8,000,000	185,434	90,558,331	5,975,949	87,019,360
Net Change in Fund Balances	4,942,123	(3,522,543)	2,640,520	5,165,766	27,008,223	18,713,168	54,947,257
Fund Balances, Beginning of Year	31,533,687	7,640,809	6,499,887	10,550,624	124,153,320	58,707,790	239,086,117
Fund Balances, End of Year	$ 36,475,810	$ 4,118,266	$ 9,140,407	$ 15,716,390	$ 151,161,543	$ 77,420,958	$ 294,033,374

City of Celina, Texas
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities
For the Year Ended September 30, 2025

Net change in fund balances – total governmental funds		$ 54,947,257
Amounts reported for governmental activities in the statement of net position are different because:		
Governmental funds report capital outlays (including capital assets, leases and subscriptions) as expenditures, while in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation/amortization expense.		
Capital outlay	81,336,124	
Depreciation and amortization expense	(14,172,172)	67,163,952
The net effect of various miscellaneous transactions involving capital assets (i.e., sales, trade-ins, and donations) is to increase net position.		
Donation of capital assets	50,416,645	
Sale of capital assets	(8,267)	50,408,378
Bond and other debt proceeds provide current financial resources to governmental funds, but issuing debt, leases and subscriptions increases long-term liabilities in the Statement of Net Position. Repayment of bond and other debt principal is an expenditure in the governmental funds, but repayment reduces long-term liabilities in the Statement of Net Position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.		
Bonds issued	(89,155,000)	
Premium received	(4,396,274)	
Principal amount of debt paid to bond holders and refunding agents	12,845,000	
Principal paid on leases and subscriptions	127,712	
Deferred gain on refunding	(75,001)	
Amortization of bond premiums	2,063,057	
Amortization of deferred amounts of refunding	(22,116)	(78,612,622)
Changes in the liabilities for compensated absences do not require the use of current resources and therefore are not recorded in the funds.		(557,917)
Changes in long term amounts for the net pension liability the related deferred outflows of resources, and the related deferred inflows of resources are not recorded in the funds.		223,390
Changes in long term amounts for the total OPEB liability, the related deferred outflows of resources, and the related deferred inflows of resources are not recorded in the funds.		(49,197)
Interest accrued on bonds payable in governmental activities are not due and payable and therefore are not reported as expenditures in the governmental funds. This is the net change in accrued interest payable.		(286,554)
Arbitage due in connection with unspent bond proceeds in governmental activities is not due and payable and therefore is not reported as expenditures in the governmental funds. This is the net change in arbitrage liability.		(499,000)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds. This includes the change in deferred inflows from ad valorem taxes receivable, fines receivable and EMS receivable.		(28,030)
Change in net position – governmental activities		$ 92,709,657

City of Celina, Texas
Statement of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual - General Fund
For the Year Ended September 30, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Ad valorem taxes	$ 20,946,451	$ 20,946,451	$ 21,558,335	$ 611,884
Franchise fees	1,308,200	1,308,200	1,666,323	358,123
Sales tax	4,526,900	4,526,900	5,642,704	1,115,804
Permits and inspection fees	18,286,010	18,286,010	27,669,235	9,383,225
Development fees	225,000	225,000	200,053	(24,947)
Developer contributions	-	-	2,607,662	2,607,662
Fire department, EMS, and police revenues	2,275,000	2,275,000	3,213,117	938,117
Fines	280,100	280,100	418,163	138,063
Special events and donations	397,750	420,750	334,565	(86,185)
Park fees	524,345	524,345	587,732	63,387
Other income	886,892	886,892	1,243,764	356,872
Interest	1,500,000	1,500,000	2,239,963	739,963
Federal, state, and local grants	1,300,000	1,300,000	1,506,413	206,413
Total revenues	52,456,648	52,479,648	68,888,029	16,408,381
Expenditures				
Current:				
Administration	12,010,754	13,043,414	12,214,665	828,749
Judicial	333,824	337,611	320,928	16,683
Fire and emergency services	11,045,248	13,143,035	12,179,292	963,743
Development services	7,869,476	8,407,661	7,715,423	692,238
Public works	4,771,775	3,930,473	2,669,279	1,261,194
Police department	12,041,766	12,442,844	11,539,364	903,480
Parks and recreation	3,342,725	3,313,203	2,764,329	548,874
Library	740,177	789,780	511,860	277,920
Capital outlay	-	-	916,595	(916,595)
Debt service:				
Principal	-	-	127,712	127,712
Interest and fiscal charges	-	-	12,776	12,776
Total expenditures	52,155,745	55,408,021	50,972,223	4,716,774
Excess (deficiency) of revenues over (under) expenditures	300,903	(2,928,373)	17,915,806	21,125,155
Other Financing Sources (Uses)				
Proceeds from sale of capital assets	-	-	200,180	200,180
Transfers in	1,269,066	1,269,066	987,520	(281,546)
Transfers out	(2,161,383)	(14,161,383)	(14,161,383)	-
Total other financing sources (uses)	(892,317)	(12,892,317)	(12,973,683)	(81,366)
Net Change in Fund Balances	(591,414)	(15,820,690)	4,942,123	21,043,789
Fund Balances, Beginning of Year	31,533,687	31,533,687	31,533,687	-
Fund Balances, Ending of Year	$ 30,942,273	$ 15,712,997	$ 36,475,810	$ 21,043,789

The accompanying notes are an integral part of these financial statements.

Proprietary Fund Financial Statements

City of Celina, Texas
Statement of Net Position
Proprietary Fund
September 30, 2025

	Water and Sewer Fund
Assets	
Current assets	
Cash and cash equivalents	$ 137,382,316
Prepaids	92,375
Inventory	1,695,430
Accounts receivable, net	5,603,960
Grants receivable	213,000
Total current assets	144,987,081
Noncurrent assets	
Cash and cash equivalents - restricted for capital projects	79,893,136
Cash and cash equivalents - restricted	3,482,199
Capital assets	
Land	14,082,714
Water rights	17,379,389
Depreciable capital assets, net	508,920,668
Construction in progress	44,091,429
Capital assets, net	584,474,200
Total noncurrent assets	667,849,535
Total assets	812,836,616
Deferred Outflows of Resources	
Deferred pension outflows	547,235
Deferred OPEB outflows	6,189
Total deferred outflows of resources	553,424

The accompanying notes are an integral part of these financial statements.

City of Celina, Texas
Statement of Net Position
Proprietary Fund
September 30, 2025

	Water and Sewer Fund
Liabilities	
Current liabilities	
Accounts payable	$ 5,287,167
Accounts payable for capital projects	3,496,322
Retainage payable	433,837
Accrued salaries and benefits	138,226
Bonds payable - current	7,930,551
Note payable - current	1,000,000
Compensated absences - current	95,241
Accrued interest payable	831,174
Meter deposits payable	3,482,199
PID Assessment	126,947
Escrow deposits	475,147
Total current liabilities	23,296,811
Noncurrent liabilities	
Compensated absences - long-term	49,428
Net pension liability	870,768
Total OPEB liability	19,385
Arbitrage liability	953,429
Note payable	15,000,000
Bonds payable - long-term	224,020,767
Total noncurrent liabilities	240,913,777
Total liabilities	264,210,588
Deferred Inflows of Resources	
Deferred gain on refunding	496,397
Deferred pension inflows	57,767
Deferred OPEB inflows	12,084
Total deferred inflows of resources	566,248
Net Position	
Net investment in capital assets	411,989,462
Unrestricted	136,623,742
Total net position	$ 548,613,204

The accompanying notes are an integral part of these financial statements.

City of Celina, Texas
Statement of Revenues, Expenses and Changes in Net Position
Proprietary Fund
For the Year Ended September 30, 2025

	Water and Sewer Fund
Operating Revenues	
Water sales	$ 24,742,031
Sewer sales	16,620,788
Stormwater sales	1,736,437
Garbage fees	5,115,512
Penalties	295,342
Tap and reconnect fees	9,116,400
Meter fees	1,339,576
Impact fees	4,764,775
Capital recovery fees	6,320,600
Other revenues	2,163,933
Total operating revenues	72,215,394
Operating Expenses	
Salaries and benefits	3,640,270
Garbage fees	4,177,685
Materials and supplies	3,499,626
Postage	174,962
Repairs and facility maintenance	317,718
General insurance	133,111
Utilities and telephone	760,213
Water purchases and related fees	11,733,488
UTRWD facilities charges	3,007,440
Depreciation	15,798,631
Other expense	1,537,550
Total operating expenses	44,780,694
Operating Income	27,434,700
Nonoperating Revenues (Expenses)	
Interest income	7,482,644
Gain on sale of property	76,600
Bond issuance costs	(471,602)
Interest and fiscal charges	(5,969,599)
Total nonoperating revenues (expenses)	1,118,043
Income Before Transfers	28,552,743
Capital contributions	122,962,521
Transfers in (out)	3,701,814
Change in Net Position	155,217,078
Net Position, Beginning of Year	393,396,126
Net Position, End of Year	$ 548,613,204

The accompanying notes are an integral part of these financial statements.

City of Celina, Texas
Statement of Cash Flows - Proprietary Fund
For the Year Ended September 30, 2025

	Water and Sewer Fund
Cash Flows from Operating Activities	
Cash received from customers and users	$ 70,089,228
Cash paid to suppliers	(21,873,311)
Cash paid to employees	(3,591,461)
Receipt of customer deposits	516,897
Net cash provided by operating activities	45,141,353
Cash Flows from Capital and Related Financing Activities	
Acquisition of capital assets	(31,991,254)
Transfers from other funds for capital and financing purposes	3,701,814
Proceeds from sale of capital assets	76,600
Proceeds from issuance of bonds	69,029,677
Principal payments on bonds	(17,185,000)
Principal payments on notes	(1,000,000)
Bond issuance cost	(471,602)
Interest paid on bonds and other long-term obligations	(6,879,195)
Net cash provided by capital and related financing activities	15,281,040
Cash Flows from Investing Activities	
Investment income	7,482,644
Net cash provided by investing activities	7,482,644
Net Increase in Cash and Cash Equivalents	67,905,037
Cash and Cash Equivalents, Beginning of Year	152,852,614
Cash and Cash Equivalents, End of Year	$ 220,757,651

The accompanying notes are an integral part of these financial statements.

City of Celina, Texas
Statement of Cash Flows - Proprietary Fund
For the Year Ended September 30, 2025

	Water and Sewer Fund
Reconciliation of Cash and Cash Equivalents to the Statement of Net Position	
Cash and cash equivalents	$ 137,382,316
Restricted cash and cash equivalents	
Current	3,482,199
Noncurrent	79,893,136
Total cash and cash equivalents	$ 220,757,651
Reconciliation of Operating Income to Net Cash Provided by Operating Activities	
Operating income	$ 27,434,700
Adjustment to Reconcile Operating Income to Net Cash Provided by Operating Activities	
Depreciation	15,798,631
(Increases) decreases in assets and deferred outflows	
Accounts receivable (net)	(2,126,166)
Prepaid expenses	(31,133)
Inventory	(251,785)
Deferred pension outflows	(70,185)
Deferred OPEB outflows	8,585
Increases (decreases) in liabilities and deferred inflows:	
Accounts payable	3,678,939
Accrued expenses	51,110
Net pension liability	(21,047)
Total OPEB liability	(15,832)
Compensated absences	54,092
Meter deposits payable	516,897
PID Assessments	(394)
Escrow deposits	72,855
Deferred pension inflows	54,867
Deferred OPEB inflows	(12,781)
Total adjustments	17,706,653
Net Cash Provided by Operating Activities	$ 45,141,353
Schedule of Non-cash Capital and Related Financing Activities:	
Contributions of capital assets	$ 122,781,661
Additions to capital assets included in accounts and change in retainage payable	$ 3,930,159

Notes to Financial Statements

Note 1. Introduction and Summary of Significant Accounting Policies

The financial statements of the City of Celina, Texas (City) and its component units, Celina Economic Development Corporation and Celina Community Development Corporation, collectively identified as the City have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The accounting and reporting framework and the more significant accounting principles and practices of the City are discussed in subsequent sections of this note. The remaining notes are organized to provide explanations, including required disclosures, of the City's financial activities for the fiscal year ending September 30, 2025.

Reporting Entity and Related Organizations

The City is a municipal corporation governed by an elected mayor and six-member City Council. The City provides general administration, public works, police and judicial, and fire and emergency services to its residents. The Council hires a City Manager for day-to-day operations.

The City Council has the authority to make decisions, appoint administrators and managers, significantly influence operations, and has the primary accountability for fiscal matters. The City is not included in any other governmental "reporting entity" as defined by Governmental Accounting and Financial Reporting Standards.

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity is made by applying the criteria set forth in GASB Statements No. 14 and 39 as amended by GASB Statement 61, *The Financial Reporting Entity: Omnibus, an amendment of GASB Statements No. 14 and No. 34.* These statements define the reporting entity as the primary government and those component units for which the primary government is financially accountable. In addition, component units may be included in the reporting entity based on the nature and significance of the relationship with the primary government or based on being closely related or financially integrated with the primary government. Based on these criteria, the City has the following component units at September 30, 2025:

Discretely Presented Component Units

Celina Economic Development Corporation (CEDC) - CEDC serves all residents of the government and is governed by a board appointed by the City Council. The City Council may remove the CEDC board for cause. The City has the ability to impose its will on CEDC and the potential for financial benefit or burden from CEDC's operations. CEDC is a nonprofit corporation governed by Section 4A of the *Texas Development Corporation Act of 1979* and organized for the public purpose of aiding, promoting, and furthering economic development within the City of Celina, Texas.

Celina Community Development Corporation (CCDC) - CCDC serves all residents of the government and is governed by a board appointed by the City Council. The City Council may remove the CCDC board for cause. The City has the ability to impose its will on CCDC and the potential for financial benefit or burden from CCDC's operations. CCDC is a nonprofit corporation governed by Section 4B of the *Texas Development Corporation Act of 1979* and organized for the public purpose of the promotion and development of industrial and manufacturing enterprises to promote and encourage employment and the public welfare of the City of Celina, Texas.

Neither CEDC nor CCDC prepare separate financial statements.

Government-Wide and Fund Financial Statements

Government-wide financial statements

The government-wide financial statements include the statement of net position and the statement of activities. These statements report financial information for the City as a whole. The primary government and component units are presented separately within the financial statements with the focus on the primary government. Individual funds are not displayed but the statements distinguish governmental activities, generally supported by taxes and City general revenues, from business-type activities, generally financed in whole or in part with fees charged to external customers.

The statement of activities reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity. Program revenues include: (1) charges for services which report fees, fines and forfeitures, and other charges to users of the City's services; (2) operating grants and contributions which finance annual operating activities including restricted investment income; and (3) capital grants and contributions which fund the acquisition, construction, or rehabilitation of capital assets and include fees to developers. These revenues are subject to externally imposed restrictions to these program uses. Taxes and other revenue sources not properly included with program revenues are reported as general revenues.

Fund Financial Statements

Fund financial statements are provided for governmental and proprietary funds. Major individual governmental funds and proprietary funds are reported in separate columns with composite columns for nonmajor funds.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The financial statements of the City are prepared in accordance with generally accepted accounting principles (GAAP). The City's reporting entity applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

The government-wide statements, including the discretely presented component units, are prepared using the *economic resources measurement focus* and the *accrual basis of accounting* generally including the reclassification or elimination of internal activity (between or within funds). Proprietary fund financial statements report using this same measurement focus and basis of accounting although internal activity is not eliminated in these statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property tax revenues are recognized in the year for which they are levied while grants are recognized when all eligibility requirements are met.

Governmental fund financial statements and the fund level statements of the discretely presented component units are prepared using the *current financial resources measurement focus* and the *modified accrual basis of accounting.* Revenues are recognized when they are both measurable and available. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The City considers revenues to be available if they are collected within 60 days of the end of the fiscal year. Expenditures are recorded when the related fund liability is incurred, except for general and certificates of obligation bonds, lease and subscription principal, pension and other postemployment benefit obligations, compensated absences, and interest which are reported as expenditures in the year due.

Major revenue sources susceptible to accrual include sales and use taxes, property taxes, franchise taxes, grant revenues, and investment income. In general, other revenues are recognized when cash is received.

Operating income reported in proprietary fund financial statements includes revenues and expenses related to the primary, continuing operations of the fund. Principal operating revenues for the proprietary fund are charges to customers for water and sewer sales or services. Principal operating expenses are the costs of providing goods or services and include administrative expenses and depreciation/amortization of capital assets, leases, and subscriptions. Other revenues and expenses are classified as *non-operating* in the financial statements.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as needed.

Fund Types and Major Funds

Governmental Funds

The City reports the following major governmental funds:

General Fund – reports as the primary operating fund of the City. This fund is used to account for all financial resources not reported in other funds.

Debt Service Fund – accounts for the accumulation of financial resources for the payment of principal and interest on the City's general and certificates of obligation debt. The City annually levies ad valorem taxes restricted for the retirement of general obligation bonds, leases, and interest. This fund reports all such ad valorem taxes collected.

Street Construction Fund – accounts for the financing and acquisition of major capital street projects. Fund resources are provided primarily through bond sales and interest earnings. This fund is designated as major.

Parkland Fees Fund – accounts for the financing and acquisition of major capital park projects. Fund resources are provided primarily through developer park contributions and grants. This fund is designated as major.

Bond Fund – accounts for the acquisition or construction of streets and other capital projects being financed through bond proceeds, or transfers from other funds.

Additionally, the City maintains the following nonmajor governmental funds:

Roadway Impact Fees Fund - accounts for the receipt and expenditure of roadway fees paid to the City.

Capital Equipment Replacement Fund - accounts for the financing and acquisition of capital public safety projects. Fund resources are provided primarily through fire and police fees.

Capital Acquisition Fund - established as a reserve fund for capital and smaller infrastructure needs. Funding is from transfers in from the General Fund.

Capital Projects Fund - accounts for the financing and acquisition of capital improvements. Fund resources are provided primarily through interlocal agreements, developers agreements and escrowed funds.

Roadway Capital Recovery Fees Fund - accounts for the receipt and expenditure of road capital recovery fees paid to the City.

Technology Fund – accounts for the receipt and expenditure of technology funds. Fund resources are provided primarily through technology fees.

Stabilization Fund – established to help the City maintain resiliency by ensuring adequate balance to cash flow requirements during economic turbulence.

Developer Capital Fees Fund – to account for Developer Fees paid to build capital projects per the agreements.

Court Special Revenue Fund – to account for the receipt and expenditure of court security and technology funds. Fund resources are provided primarily through contributions, donations, and court security fees.

Other Special Revenue Funds – to account for various grants, PEG fees, hotel occupancy taxes, and other miscellaneous special revenues collected.

Proprietary Funds – The City reports the following major Proprietary fund:

Water and Sewer Fund – accounts for the operating activities of the City's water and sewer utilities services.

Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position Cash and Cash Equivalents

The City maintains cash and investment pools which are shared by the various governmental and proprietary funds. In addition, non-pooled cash and investments are separately held and reflected in the respective individual funds. These pooled and non-pooled cash and investment pools are displayed on its respective balance sheet as "cash and cash equivalents".

Investments in external pools are stated at amortized cost and have not been classified in the fair value hierarchy.

The City and its component units considers highly liquid investments (including restricted assets) with an original maturity of three months or less when purchased to be cash equivalents.

Inventories and Prepaids

Inventories are valued at cost using the first-in/first-out (FIFO) method and consist of expendable supplies and repair parts. The cost of such inventories is recorded as expenditures/expenses when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

Lease Receivable

The City is a lessor for various noncancellable leases of its water towers. The City recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines: (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses the lessee's rate, or the rate disclosed in the agreement. If the rate is not readily available, the City uses its incremental borrowing rate as the discount rate.
- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Deferred Outflows and Inflows of Resources

In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for *deferred outflows of resources*. This separate financial statement element represents a consumption of net assets that applies to a future reporting period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then.

The government reports deferred outflows related to deferred loss on bond refundings, pension and OPEB in the government-wide statement of net position.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. Unavailable revenue, which arises only under a modified accrual basis of accounting, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from the following sources: property taxes, fines, and ambulance billing. Deferred inflows of resources related to leases are recorded at both the fund level and government-wide financial statements. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. In addition, the government reports deferred inflows related to pension, OPEB, and deferred gain on refunding in the government-wide statement of net position.

Subscription Assets

Subscription assets are initially recorded at the initial measurement of the subscription liability, plus subscription payments made at or before the commencement of the subscription-based information technology arrangement (SBITA) term, less any SBITA vendor incentives received from the SBITA vendor at or before the commencement of the SBITA term, plus capitalizable initial implementation costs. Subscription assets are amortized on a straight-line basis over the shorter of the SBITA term or the useful life of the underlying IT asset.

Capital, Lease and Subscription Assets, Including Depreciation and Amortization

The City's property, plant, equipment, and infrastructure (including lease and subscription assets) with useful lives of more than one year are stated at historical cost, or if historical cost is not available, they are stated at estimated historical cost. Donated assets are reported at acquisition value. These assets are reported in the government-wide financial statements in the applicable governmental or business-type column or in the proprietary fund. The City maintains infrastructure asset records consistent with all other capital assets. The City generally capitalizes assets with a cost of $5,000 or more as purchase and construction outlays occur. The costs of normal maintenance and repairs that do not add to the asset value or materially extend useful lives are not capitalized. Capital, lease, and subscription assets are depreciated/amortized using the straight-line method. When capital assets are disposed, the cost and applicable accumulated depreciation are removed from the respective accounts and the resulting gain or loss is reported.

Estimated useful lives, in years, for depreciable assets are as follows:

Buildings	40
Road infrastructure	15-50
Water and sewer infrastructure and rights	20-40
Vehicles	5
Furniture, machinery, and equipment	5

Long-term Debt and Bond Discounts/Premiums

In the government-wide and proprietary financial statements, outstanding debt is reported as liabilities. Bond discounts are capitalized and amortized over the shorter term of the old or new bonds using the straight-line method. Bond premiums are capitalized and amortized over the life of the new bonds using the effective interest method. Issuance costs are expensed.

The governmental fund financial statements recognize the proceeds of debt and premiums as other financing sources of the current period. Issuance costs are reported as expenditures.

Escrow Deposits

The City collects and holds money from approved developer agreements and other private construction commitments assessed during the permitting process. The escrow deposits are either refunded once the developer has completely fulfilled their commitment or applied to revenue to reimburse for the City’s cost in completing the obligation.

Lease Liability

The City is a lessee for noncancellable leases of equipment. The City recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements. The City recognizes lease liabilities with an initial, individual value of $5,000 or more.

At the commencement of a lease, the City measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life for lease term, whichever is shorter.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.

- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with capital, lease, and subscription assets and lease liabilities are reported with long-term liabilities on the government-wide statement of net position.

Subscription Liability

The City contracts for noncancellable subscriptions of information technology software. The City recognizes a subscription liability and an intangible subscription asset (subscription asset) in the government-wide financial statements. The City recognizes subscription liabilities with an initial, individual value of $5,000 or more. At the commencement of a subscription, the City measures the subscription liability at the present value of payments expected to be made during the subscription term. Subsequently, the subscription liability is reduced by the principal portion of subscription payments made.

Pensions

For purposes of measuring the net pension liability/(asset), deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS' Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Defined Benefit Other Postemployment Benefit Plans

The City has a single-employer defined benefit other postemployment benefit (OPEB) plan (Plan). For purposes of measuring the total OPEB liability for the Plan, deferred outflows of resources and deferred inflows of resources related to the OPEB plan, and OPEB expense have been determined on the same basis as they are reported by the Plan. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms for the Plan.

Compensated Absences

Vacation and sick leave are accrued as liabilities as employees earn the benefit to the extent that they meet all of the following criteria: 1) the City's obligation is attributable to employees' services already rendered; 2) the leave accumulates; and 3) it is more likely than not that the City will compensate.

For the government-wide financial statements, as well as the proprietary fund financial statements, outstanding compensated absences are recorded as a liability based on the last-in-first-out (LIFO) method.

The change in compensated absences is presented as a net amount, in accordance with GASB 101 in *Note 7*.

Net Position

Net position represents the difference between assets, deferred outflows of resources, liabilities, and deferred inflows of resources of governmental and business-type activities and proprietary funds. The government-wide and proprietary fund financials utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted, and unrestricted.

Net Investment in Capital Assets – This amount consists of capital, lease, and subscription assets, net of accumulated depreciation/amortization and reduced by outstanding balances of bonds, notes, and other debt, that are attributable to the acquisition, construction, or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets or related debt are included in this component of net position.

Restricted Net Position – This amount is restricted by external parties such as creditors, grantors, contributors, or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

Unrestricted Net Position – This amount is the net position that does not meet the definition of “net investment in capital assets” or “restricted net position.”

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City’s policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund Balance

In governmental fund types, the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources is called fund balance. The fund balances of governmental funds are defined as follows:

Nonspendable – amounts that cannot be spent either because they are in nonspendable form, such as inventory or prepaid items or because they are legally or contractually required to be maintained intact.

Restricted – amounts that can be spent only for specific purposes because of constraints that are externally imposed by creditors, grantors, contributors, or laws or regulations of other governments.

Committed – amounts that can be used only for specific purposes determined by a formal action of the City Council. The City Council is the highest level of decision-making authority for the City. Commitments may be established, modified, or rescinded only through a formal resolution of the City Council.

Assigned – amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the City Council or through the City Council's delegation of this responsibility to City management through the budgetary process.

Unassigned – all other spendable amounts in the general fund. The General Fund is the only fund that reports a positive unassigned fund balance amount.

The City Council delegates the responsibility to assign funds to the City Manager, Director of Finance, or other designees.

When expenditures are incurred for which both restricted and unrestricted fund balance is available the City considers restricted funds to have been spent first. Similarly, committed funds are considered to have been spent first when there is a choice for the use of less restricted funds, then assigned, and then unassigned funds.

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City is a participant in the Texas Municipal League (TML) Employees Health Insurance Fund, Texas Municipal League Workers' Compensation Joint Insurance Fund (WC Fund), and the Texas Municipal League Joint Self-Insurance Fund (Property-Liability Fund), a public entity risk pool operated by the Texas Municipal League Board for the benefit of individual governmental units located within Texas. The agreement provides that the trust established by TML will be self-sustaining through member premiums. The City pays annual premiums to TML for worker's compensation, general and auto liability, property damage, employee dishonesty, public officials' liability, and law enforcement professional liability coverage. The City does not anticipate any material additional insurance cost assessments as a result of participation in this risk management pool. There were no reductions in insurance coverage from the prior year. Settlements have not exceeded insurance coverage during any of the past three fiscal years.

Estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates.

Adoption of New Accounting Standards

The City has implemented the following statement during fiscal year ended September 30, 2025:

The City adopted GASB Statement No. 101, *Compensated Absences* (GASB 101) for the year ended September 30, 2025. The new accounting guidance updates the recognition and measurement guidance for compensated absences under a unified model. Specifically, the new standard clarifies that a liability should be recorded for compensated absences that are more likely than not to be paid or otherwise settled. Additionally, it amends certain existing disclosure requirements. The adoption of GASB 101 had no impact on the City's beginning of year net position.

The City adopted GASB Statement No. 102, *Certain Risk Disclosures* (GASB 102) for the year ended September 30, 2025. The new accounting guidance requires governments to disclose information about certain concentrations or constraints that could affect services provided or the ability to meet obligations as they come due. The adoption of GASB 102 had no impact on the City's beginning of year net position.

Future Financial Reporting Requirements

The GASB has issued the following potentially significant statements which the City has not yet adopted, and which require adoption subsequent to September 30, 2025. The City is currently evaluating the potential impact on the City's net position.

Statement No.	Title	Adoption Required
103	*Financial Reporting Model Improvements*	September 30, 2026
104	*Disclosure of Certain Capital Assets*	September 30, 2026
105	*Subsequent Events*	September 30, 2027

Note 2. Stewardship, Compliance, and Accountability

Budgetary Information

The City Manager submits an annual budget to the City Council in accordance with the laws of the State of Texas and the city charter. The budget is presented to the City Council for review, budget workshops are held with the various City department officials, and public hearings are held to address priorities and the allocation of resources. Generally, in August, the City Council adopts the annual fiscal year budgets for the General Fund, Debt Service Fund, and Water and Sewer Fund. Once approved, the City Council may amend the legally adopted budget when unexpected modifications are required in estimated revenues and appropriations.

The legal level of budgetary control is at the fund level, but to help departments manage resources a detailed line-item budget is prepared for internal use. Each fund's approved budget is prepared on a detailed line-item basis. Revenues are budgeted by source. Expenditures are budgeted by department and class as follows: personnel services and related fringe benefits, supplies, other services and charges, capital outlay, transfers, and debt service. Expenditures may not exceed appropriations at the department level. Within this control level, management may transfer appropriations between line items. Line-item transfers within a department are not subject to final review by the City Council. Budget revisions and line-item transfers are subject to final review by the City Council. Revisions to the budget were made throughout the year.

Annual budgets for the General Fund, Debt Service Fund and Water and Sewer Fund are legally adopted on a basis consistent with generally accepted accounting principles. Unexpended appropriations for annually budgeted funds lapse at fiscal year-end.The capital project funds are appropriated on a project length basis. Other special revenue funds do not have appropriated budgets since other means control the use of these resources and sometimes span a period of more than one fiscal year.

Note 3. Deposits and Investments

Custodial credit risk for deposits is the risk that in the event of a bank failure, the City's deposits may not be returned, or the City will not be able to recover collateral securities in the possession of an outside party. The City's policy requires deposits to be fully secured by collateral valued at market or par, whichever is lower, less the amount of Federal Deposit Insurance Corporation (FDIC) insurance. Deposited funds may be invested in certificates of deposit in institutions with an established record of fiscal health. Collateral agreements must be approved prior to deposit of funds. The City Council approves authorized depository institutions based on the recommendations of City management.

Deposits of City of Celina, Texas (primary government), CEDC and CCDC were fully insured or collateralized with securities held by the City, CEDC, CCDC, its agent, or by the pledging financial institution's trust department or agent in the name of the City, CEDC or CCDC, respectively.

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Generally, the City's investing activities are managed under the custody of the Finance Director. Investing is performed in accordance with investment policies adopted by the City Council in compliance with the *Public Funds Investment Act* (PFIA).

City investment policy and the PFIA generally permit the City to invest in FDIC insured or fully collateralized certificates of deposit, fully collateralized repurchase agreements, public funds investment pools, obligations of the United States of America or its agencies, direct obligations of the State of Texas and obligations of agencies, counties, cities, and other political subdivisions of Texas having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent. During the year ended September 30, 2025, the City did not own any types of securities other than those permitted by the City investment policy or the *Public Funds Investment Act*.

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Investments held for longer periods are subject to increased risk of adverse interest rate changes. City policy generally requires investment maturities to correspond to anticipated cash flow needs. City policy further states that volatile investment instruments shall be avoided and that nonmarketable instruments with maturities beyond one month shall not exceed 30 percent of the portfolio. In addition, investment maturities shall not exceed the following limits:

Operating funds – 30 days

Capital project funds – corresponding draw schedules

Debt service funds – corresponding payment dates, not to exceed (6) six months

Bond reserve funds – (5) five years

External Investment Pools: The City’s pooled investments as of September 30, 2025, were invested in TexPool.

The State Comptroller of Public Accounts exercises oversight responsibility over TexPool. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters. Additionally, the State Comptroller has established an Advisory Board composed both of participants in TexPool and of other persons who do not have a business relationship with TexPool. The Advisory Board members review the investment policy and management fee structure. Finally, TexPool is rated AAAm by Standard & Poor’s. TexPool is not registered with the Securities and Exchange Commission (SEC) as an investment company.

Investments in TexPool are carried at amortized cost and are reported as cash equivalents in the accompanying financial statements.

Concentration of credit risk is the risk of loss attributed to the magnitude of the City's investment in a single issuer. City policy requires that the risk of principal loss in the portfolio as a whole shall be minimized by diversifying investment types to eliminate the risk of loss from over-concentration of assets in a specific issuer, or a specific class of securities.

For investments, **custodial credit risk** is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities in the possession of an outside party. The City's policy on safekeeping and custody requires that investments shall be secured through safekeeping agreements. All investment funds shall be placed directly with qualified financial institutions selected through the City's banking procurement process. All transactions shall be executed on a delivery versus payment basis.

Note 4. Receivables

Proprietary Fund Receivables and Uncollectible Accounts

Significant receivables include amounts due from customers primarily for utility services. The Proprietary Fund reports accounts receivable net of an allowance for uncollectible accounts and revenues net of uncollectible amounts. The allowance amount is estimated using accounts receivable past due more than 60 to 90 days.

The following is the detail of the Proprietary Fund receivables and the related allowance for uncollectible accounts:

Accounts receivable, gross	$ 6,221,960
Grants receivable	213,000
Less: allowance for uncollectible accounts	(618,000)
Net accounts receivable	$ 5,816,960

Property Taxes Receivable, Unearned Revenues, and the Property Tax Calendar

Property tax is levied each October 1 on the assessed value listed as of the prior January 1 for all real and personal property located in the City. Assessed value represents the appraisal value less applicable exemptions authorized by the City Council. The Appraisal Board of Review establishes appraised values at 100.00% for estimated fair value. A tax lien attaches to the property on January 1 of each year, to secure the payment of all taxes, penalties and interest ultimately imposed for the year on that property, whether or not the taxes are imposed in the year the lien attaches. Taxes are due on October 1 immediately following the levy date and are delinquent after the following January 31st.

The property tax rate for the year ended September 30, 2025 was 0.5982 per $100 of the assessed valuation on taxable property.

The following is a summary of the overall tax rate as levied by fund:

Maintenance and operations – General Fund	0.2871
Interest and sinking – Debt Service Fund	0.3111
Total tax rate	0.5982

In the governmental fund financial statements, property taxes are recorded as receivables in each of the respective funds on the tax levy date with appropriate allowances for estimated uncollectible amounts. At fiscal year-end, property tax receivables represent delinquent taxes. If delinquent taxes are not paid within 60 days of year-end, they are recorded as deferred inflows of resources – unavailable revenue.

In the government-wide financial statements, property taxes receivable and related revenue include all amounts due to the City with a fifteen percent (15.00%) allowance for estimated uncollectible amounts. Over time substantially all property taxes are collected.

Allowance for Uncollectible Taxes

The City records an allowance for uncollectible property taxes in order to estimate the amount of taxes that will ultimately prove to be uncollectible. Management has determined that an allowance in the amount of fifteen percent (15.00%) of the property taxes receivable in each of the applicable fund types should be adequate to provide for uncollectible property taxes. No provisions are made for uncollectible sales tax receivables or grants receivable as management estimates that these amounts will be fully collectible.

Fines and Court Costs Receivable and Related Allowances

In the government-wide and governmental fund financial statements, the City records fines and court costs receivable net of amounts estimated to be uncollectible and net of any amounts that would be due to other governmental entities as a result of collection. Management has determined the estimate of uncollectible fines and court costs through an analysis of actual amounts collected subsequent to year end. Amounts due to other governmental entities have been determined based on distribution requirements of the State of Texas.

Governmental Fund Receivables and Related Allowance Summary

The following is the detail of the governmental fund receivables and the related allowance for uncollectible accounts:

	General Fund	Debt Service Fund	Other Governmental Funds	Total Governmental Funds
Sales tax	$ 1,027,722	$ -	$ -	$ 1,027,722
Property tax	292,172	224,182	-	516,354
EMS	1,587,744	-	-	1,587,744
Other	2,525,918	-	109,565	2,635,483
Less: Allowance for doubtful accounts	(2,114,828)	(33,627)	-	(2,148,455)
Total	$ 3,318,728	$ 190,555	$ 109,565	$ 3,618,848

Note 5. Lease Receivable

The City leases a portion of its property to various cell phone companies who use the space to conduct their operations, the terms of which expire 2038 through 2064. The measurement of the lease receivable is based on the present value of lease payments expected to be received during the lease term, such as fixed payments, variable payments that depend on an index or rate, variable payments that are fixed in substance, residual value guarantee payments that are fixed in substance, and any lease incentives payable to the lessee.

The City recognized $149,716 in lease revenue and $117,085 in interest revenue during the current fiscal year related to these leases. As of September 30, 2025, the City's receivable for lease payments was $3,167,346. Also, the City has a deferred inflow of resources associated with these leases that will be recognized as revenue over the lease term. As of September 30, 2025, the balance of the deferred inflow of resources was $2,875,652.

The following is a schedule by year of minimum payments to be received under the City's leases that are included in the measurement of the lease receivable as of September 30, 2025:

	Governmental Activities		
Year Ending September 30	**Principal**	**Interest**	**Total Receipts**
2026	$ 80,993	$ 114,785	$ 195,778
2027	86,332	112,099	198,431
2028	91,943	109,228	201,171
2029	99,195	106,140	205,335
2030	109,253	102,725	211,978
2031-2035	669,502	452,350	1,121,852
2036-2040	834,144	322,317	1,156,461
2041-2045	587,154	183,376	770,530
2046-2050	243,634	114,076	357,710
2051-2055	106,343	78,506	184,849
2056-2060	141,190	48,867	190,057
2061-2064	117,663	10,196	127,859
Totals	$ 3,167,346	$ 1,754,665	$ 4,922,011

Note 6. Capital, Lease and Subscription Assets

Capital, lease, and subscription asset activity for the year ended September 30, 2025, was as follows:

	Beginning	Increases	Decreases/ Transfers	Ending
Governmental Activities				
Nondepreciable capital assets:				
Land	$ 66,015,676	$ 12,648,960	$ 974,625	$ 79,639,261
Construction in progress	121,321,499	65,575,239	(70,096,660)	116,800,078
Total nondepreciable capital assets	187,337,175	78,224,199	(69,122,035)	196,439,339
Depreciable capital assets				
Buildings and improvements	22,301,680	-	56,189,245	78,490,925
Parks	24,935,874	-	2,017,011	26,952,885
Road infrastructure	240,003,521	50,416,645	10,442,168	300,862,334
Furniture and equipment	7,381,798	1,398,350	413,063	9,193,211
Right-to-use lease equipment	538,552	-	-	538,552
Subscription asset	131,220	-	-	131,220
Vehicles	12,343,195	1,713,575	(152,981)	13,903,789
Total depreciable capital assets	307,635,840	53,528,570	68,908,506	430,072,916
Total capital assets	494,973,015	131,752,769	(213,529)	626,512,255
Less: accumulated depreciation/amortization				
Buildings and improvements	3,607,461	1,498,659	454,728	5,560,848
Parks	4,305,902	712,517	-	5,018,419
Road infrastructure	21,932,855	9,266,928	-	31,199,783
Furniture and equipment	4,311,023	942,008	(60,547)	5,192,484
Right-to-use lease equipment	215,420	107,710	-	323,130
Subscription asset	52,488	26,244	-	78,732
Vehicles	6,917,868	1,618,106	(599,443)	7,936,531
Total accumulated depreciation/ amortization	41,343,017	14,172,172	(205,262)	55,309,927
Capital, lease and subscription assets, net	$ 453,629,998	$ 117,580,597	$ (8,267)	$ 571,202,328

	Beginning	Increases	Decreases/ Transfers	Ending
Business-Type Activities				
Nondepreciable capital assets:				
Land	$ 11,846,209	$ 2,236,505	$ -	$ 14,082,714
Water rights	17,299,949	-	79,440	17,379,389
Construction in progress	70,713,873	26,951,415	(53,573,859)	44,091,429
Total nondepreciable capital assets	99,860,031	29,187,920	(53,494,419)	75,553,532
Depreciable capital assets				
Buildings and improvements	1,502,768	-	-	1,502,768
Water & Sewer infrastrcture	377,062,831	122,781,661	52,220,752	552,065,244
Vehicles	1,702,655	1,094,502	(146,352)	2,650,805
Equipment	3,160,396	58,142	1,273,667	4,492,205
Total depreciable capital assets	383,428,650	123,934,305	53,348,067	560,711,022
Total capital assets	483,288,681	153,122,225	(146,352)	636,264,554
Less: accumulated depreciation				
Buildings and improvements	83,102	98,360	-	181,462
Water & Sewer infrastrcture	34,126,079	14,767,882	-	48,893,961
Vehicles	590,635	385,038	(146,352)	829,321
Equipment	1,338,259	547,351	-	1,885,610
Total accumulated depreciation	36,138,075	15,798,631	(146,352)	51,790,354
Capital assets, net	$ 447,150,606	$ 137,323,594	$ -	$ 584,474,200

	Beginning	Increases	Decreases/ Transfers	Ending
Discretely Presented Component Unit				
Economic Development Corporation:				
Nondepreciable capital assets:				
Land	$ 13,288,231	$ -	$ -	$ 13,288,231
Total nondepreciable capital assets	$ 13,288,231	$ -	$ -	$ 13,288,231

Depreciation and amortization expense for governmental activities was charged to functions of the City as follows:

Administration	$ 281,766
Fire and emergency services	1,315,171
Road infrastructure	9,584,431
Facilities Maintenance	11,450
Parks	1,136,950
Police department	1,117,402
Development services	412,808
Library	37,333
Information technology	203,036
Marketing	5,321
Engineering	66,504
Total	$ 14,172,172

Depreciation expense recorded in business-type activities and the Proprietary Fund was $15,798,631.

The City of Celina has active construction projects as of September 30, 2025. The projects include streets, water and wastewater, drainage, public safety, park, and general government improvements. At year-end, the City of Celina's commitments with contractors are as follows:

Project	Remaining Commitment
Water/wastewater improvements	$ 6,149,926
Parks and recreation	16,178,349
Public safety	3,062,721
Drainage improvements	154,326
Road improvements	18,237,471
General government	48,522,854
	$ 92,305,647

Note 7. Long-term Obligations

The following is a summary of long-term obligations for the City and its discretely presented component unit for the year ended September 30, 2025:

	Beginning Balance	Increase	Decrease	Ending Balance	Due Within One Year
Governmental Activities					
Bonds Payable					
General obligation bonds	$ 8,240,000	$ 2,750,000	$ (925,000)	$ 10,065,000	$ 1,160,000
Tax and waterworks and sewer system certificates of obligation	299,035,000	86,405,000	(11,920,000)	373,520,000	13,045,000
	307,275,000	89,155,000	(12,845,000)	383,585,000	14,205,000
Issuance premium	19,791,092	4,396,274	(2,063,057)	22,124,309	2,030,316
Total bonds payable	327,066,092	93,551,274	(14,908,057)	405,709,309	16,235,316
Lease liability	322,683	-	(102,691)	219,992	107,486
Subscription liability	78,622	-	(25,021)	53,601	26,189
Arbitrage liability	1,725,278	499,000	-	2,224,278	-
Compensated absences	1,817,167	557,917	-	2,375,084	1,054,624
Governmental activities Long-term debt	$ 331,009,842	$ 94,608,191	$ (15,035,769)	$ 410,582,264	$ 17,423,615

	Beginning Balance	Increase	Decrease	Ending Balance	Due Within One Year
Business-type Activities					
Bonds Payable					
General obligation bonds	$ 460,000	$ 9,815,000	$ (60,000)	$ 10,215,000	$ 765,000
Tax and waterworks and sewer system certificates of obligation	170,280,000	55,655,000	(17,125,000)	208,810,000	5,860,000
	170,740,000	65,470,000	(17,185,000)	219,025,000	6,625,000
Issuance premium	11,184,935	3,559,677	(1,818,294)	12,926,318	1,305,551
Total bonds payable	181,924,935	69,029,677	(19,003,294)	231,951,318	7,930,551
Note payable	17,000,000	-	(1,000,000)	16,000,000	1,000,000
Arbitrage liability	788,171	165,258	-	953,429	-
Compensated absences	90,577	54,092	-	144,669	95,241
Business-type activities Long-term debt	$ 199,803,683	$ 69,249,027	$ (20,003,294)	$ 249,049,416	$ 9,025,792

Economic Development Corporation	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
Bonds Payable					
Sales Tax Revenue Bonds	$ 8,275,000	$ -	$ 165,000	$ 8,110,000	$ 185,000
Total bonds payable					
Note Payable	5,000,000	-	2,000,000	3,000,000	1,000,000
Economic Development Corporation Long-term debt	$ 13,275,000	$ -	$ 2,165,000	$ 11,110,000	$ 1,185,000

Long-term Obligations Supporting Governmental Activities

The government issues general obligation bonds and certificates of obligation to provide funds for the acquisition and construction of major capital facilities. General obligation bonds and certificates of obligation have been issued for governmental activities and are direct obligations and pledge the full faith and credit of the government. These bonds and certificates generally are issued as serial bonds with equal amounts of principal maturing each year with maturities of up to 25 years. General obligation bonds and certificates of obligation are to be repaid with property taxes levied for debt service and recorded by the Debt Service fund. The City's borrowing capacity is restrained by maintaining the City's debt at a responsible level.

Interest expense for governmental activities was $13,210,543 and is reported as a separate line item in the statement of activities.

Business-type Activities - Revenue Bonds

Revenue bonds consist of debt issued to support activities of the Proprietary (Water and Sewer) Fund. In addition to being backed by the full faith and credit of the City, revenue bonds are secured by a lien on and a pledge of the surplus revenues of the water and sewer system.

The City entered into an agreement during fiscal year 2023 with Marilee Special Utility District, for the purchase of 20,754 acres of Marilee Certificates of Convenience and Necessity (CCN) area for a total of $18,000,000 (when considering outstanding balance due under previous agreement) to be repaid over eleven annual installments. The remaining annual debt service requirements are as follows:

	Business-type Activities	
Year Ending September 30	Note Payable	Total Required
2026	$ 1,000,000	$ 1,000,000
2027	1,000,000	1,000,000
2028	2,000,000	2,000,000
2029	2,000,000	2,000,000
2030	2,000,000	2,000,000
2031-2034	8,000,000	8,000,000
Totals	$ 16,000,000	$ 16,000,000

Interest expense for business-type activities and the Proprietary (Water and Sewer) Fund was $5,969,599 for the year.

Debt Service Requirements to Maturity

The annual debt service requirements to maturity for bonded debt are as follows at year end:

Year Ending September 30	Governmental Activities		
	Bond Principal	Bond Interest	Total Required
2026	$ 14,205,000	$ 17,361,076	$ 31,566,076
2027	12,930,000	15,738,413	28,668,413
2028	13,525,000	15,130,406	28,655,406
2029	14,165,000	14,501,681	28,666,681
2030	14,640,000	13,850,269	28,490,269
2031-2035	80,350,000	59,449,013	139,799,013
2036-2040	87,625,000	42,692,275	130,317,275
2041-2045	77,475,000	25,407,738	102,882,738
2046-2050	68,670,000	7,928,175	76,598,175
Totals	$ 383,585,000	$ 212,059,046	$ 595,644,046

Year Ending September 30	Business-type Activities		
	Bond Principal	Bond Interest	Total Required
2026	$ 6,625,000	$ 9,974,086	$ 16,599,086
2027	7,020,000	8,967,319	15,987,319
2028	7,735,000	8,658,769	16,393,769
2029	8,075,000	8,315,825	16,390,825
2030	9,965,000	7,965,200	17,930,200
2031-2035	55,950,000	33,501,524	89,451,524
2036-2040	50,640,000	22,516,763	73,156,763
2041-2045	39,210,000	13,265,188	52,475,188
2046-2050	33,805,000	4,043,181	37,848,181
Totals	$ 219,025,000	$ 117,207,855	$ 336,232,855

Year Ending September 30	Economic Development Corporation					
	Bond Principal	Bond Interest	Total Required	Note Principal	Note Interest	Total Required
2026	$ 185,000	$ 409,778	$ 594,778	$ 1,000,000	$ -	$ 1,000,000
2027	195,000	400,990	595,990	1,000,000	-	1,000,000
2028	205,000	391,728	596,728	1,000,000	-	1,000,000
2029	210,000	381,990	591,990		-	-
2030	225,000	372,016	597,016	-	-	-
2031-2035	1,285,000	1,690,028	2,975,028	-	-	-
2036-2040	1,630,000	1,346,696	2,976,696	-	-	-
2041-2045	2,080,000	891,820	2,971,820	-	-	-
2046-2049	2,095,000	260,061	2,355,061	-	-	-
Totals	$ 8,110,000	$ 6,145,107	$ 14,255,107	$ 3,000,000	$ -	$ 3,000,000

Current Year Bond Issuances

In fiscal year 2025, the City issued $142,060,000 of Tax and Waterworks and Sewer System Revenue Certificates of Obligation, Series 2025 with a premium of $6,829,923 bearing interest rates ranging from 4.5% to 5.0%. The Certificates will be used for the purpose of paying contractual obligations to be incurred for: (i) designing, constructing, improving, renovating and equipping parking structures for City owned facilities, including the acquisition of land and rights-of-way therefor, (ii) designing, constructing, improving, remodeling, renovating and equipping an administrative office building housing the government functions of the City and a related parking structure, including the acquisition of land and rights-of-way therefor, (iii) acquiring, designing, constructing, equipping and improving fire-fighting facilities, including the acquisition of land and rights-of-way therefor, (iv) acquiring and installing wireless communication and information technology system equipment and software, (v) acquiring, constructing, improving, remodeling, renovating and equipping park and recreation facilities that are generally accessible to the public and are part of the municipal park and recreation system, including the acquisition of land and rights-of-way therefor, (vi) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (vii) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (viii) improving, remodeling, renovating and equipping an existing parks administration building and an existing public works service center administration building, and (ix) professional services rendered in connection therewith.

In fiscal year 2025, the City issued $12,565,000 of General Obligation Refunding Bonds, Series 2025 with a premium of $1,126,029 bearing an interest rate of 5.0%. The Bonds will be used for the purpose of refunding a portion of the City's outstanding debt for debt service savings and paying the costs of issuance of the bonds. As a result of the refunding transaction, the City achieved cash flow savings of $1,085,084 and an economic gain of $888,796.

Special Assessment Revenue Bonds

From time to time the City issues Special Assessment Revenue Bonds. Total bond principal outstanding for these issues is $432,743,000 at year-end. Proceeds of the bonds were deposited into trust accounts with U.S. Bank N.A. (U.S. Bank) for the purpose of funding improvements. U.S. Bank serves as trustee, for the benefit of the bond holders, for these funds as well as any and all other property or money of every name and nature, which is, from time-to-time hereafter by delivery or in writing of any kind, conveyed, pledged, assigned, or transferred to the trustee. The City has no direct or contingent liability or moral obligation for the payment of this debt; therefore, this debt is not recorded as long-term debt of the City.

Lease Liability

The City leases certain equipment to conduct its operations, the term of which expires in 2027. The measurement of lease payables is based on the present value of lease payments expected to be paid during the lease term, such as fixed payments, variable payments that depend on an index or rate, variable payments that are fixed in substance, residual value guarantee payments that are fixed in substance, and any lease incentives payable to the lessee.

As of September 30, 2025, the value of the lease liabilities was $219,992. An incremental borrowing rate of 4.67 percent was used to measure the lease liabilities. The value of the right-to-use lease assets as of September 30, 2025 was $538,552 and had accumulated amortization of $323,130.

The future principal and interest payments for the lease liability as of September 30, 2025 are as follows:

Year Ending September 30	Governmental Activities		
	Principal	Interest	Total Required
2026	$ 107,486	$ 5,672	$ 113,158
2027	112,506	437	112,943
Totals	$ 219,992	$ 6,109	$ 226,101

Subscription Liability

The City has subscription IT arrangements to conduct its operations, the terms of which expire through 2027. The measurement of the subscription liabilities is based on the present value of subscription payments expected to be paid during the subscription term, such as fixed payments, variable payments that depend on an index or rate, variable payments that are fixed in substance, residual value guarantee payments that are fixed in substance, and any subscription incentives payable.

As of September 30, 2025, the value of the subscription liabilities was $53,601. An incremental borrowing rate of 4.67 percent was used to measure subscription liabilities. The value of the right-to-use subscription assets as of September 30, 2025 was $131,220 and had accumulated amortization of $78,732.

The future principal and interest payments for subscription liabilities as of September 30, 2025, are as follows:

Year Ending September 30	Governmental Activities		
	Principal	Interest	Total Required
2026	$ 26,189	$ 1,382	$ 27,571
2027	27,412	107	27,519
Totals	$ 53,601	$ 1,489	$ 55,090

Note 8. Defined Benefit Pension Plan

Plan Description

The City of Celina, Texas participates as one of over 900 plans in the defined benefit cash-balance plan administered by the Texas Municipal Retirement System (TMRS). TMRS is a statewide public retirement plan created by the State of Texas and administered in accordance with the *TMRS Act*, Subtitle G, Title 8, Texas Government Code (TMRS Act) as an agent multiple-employer retirement system for employees of Texas participating cities. The TMRS Act places the general administration and management of TMRS with a six-member, Governor-appointed Board of Trustees; however, TMRS is not fiscally dependent on the State of Texas. TMRS issues a publicly available annual comprehensive financial report that can be obtained at *www.tmrs.com.* All eligible employees of the City are required to participate in TMRS.

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the Member's benefit is calculated baseon on the sum of the Member's contributions, with interest, and the City-financed monetary credits with interest.The retiring Member may select one of seven monthly benefit payment options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75.00% of the total Member contribution and interest.

The plan provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS. Plan provisions for the City were as follows:

Employee deposit rate	7.0%
Matching ratio (City to Employee)	2 to 1
Years required for vesting	5
Service retirement eligibility	20 years at any age, 5 years at age 60 and above
Updated service credit	100% Repeating
Annuity increase to retirees	30% of CPI Repeating

At the December 31, 2024, valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	43
Inactive employees entitled to but not yet receiving benefits	186
Active employees	299
	528

Contributions

Member contribution rates in TMRS are either 5%, 6%, or 7% fo the Member's total compensation, and the City matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the City. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Enry Age Normal (EAN) actuarial cost method. The City's contribution rate is based on the liabilities created from the benefit plan options selected by the City and any changes in benefits or actual experience over time.

Employees of the City were required to contribute 7.00% of their annual compensation during the fiscal year. The contribution rates for the City were 13.27% and 11.93% in calendar years 2025 and 2024 respectively. The City's

contributions to TMRS for the year ended September 30, 2025, were $3,795,902 and were equal to the required contributions.

Net Pension Liability/(Asset)

The City's Net Pension Liability/(Asset) (NPL) was measured as of December 31, 2024, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability/(Asset) was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The Total Pension Liability in the December 31, 2024, actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Overall payroll growth	2.75% per year
Investment Rate of Return	6.75%, net of position plan investment expense, including inflation

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with 110% of the Public Safety table used for males and 100% of the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by the most recent Scale MP-2021 to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees are used with a four-year set-forward for males and a three-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by the most recent Scale MP-2021 to account for future mortality improvements subject to the 3% floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2018 to December 31, 2022. The assumptions were adopted in 2023 and first used in the December 31, 2023 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined by best estimate ranges of expected returns for each major asset class. The long-term expected rate of return is determined by weighting the expected return for each major asset class by the respective target asset allocation percentage.

The target allocation and best estimates of the expected return for each major asset class in fiscal year 2025 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Global Equity	35.00%	7.10%
Core Fixed Income	6.00%	5.00%
Non-Core Fixed Income	6.00%	6.80%
Hedge Funds	5.00%	6.40%
Private Equity	13.00%	8.50%
Private Debt	13.00%	8.20%
Real Estate	12.00%	6.70%
Infrastructure	6.00%	6.00%
Other Private Markets	4.00%	7.30%
Total	100.00%	

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that Member and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive Members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

Changes in the Net Pension Liability (Asset)

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (Asset) (A - B)
Balance at October 1, 2024	$ 27,123,414	$ 20,753,311	$ 6,370,103
Changes for the year:			
Service Cost	4,537,115	-	4,537,115
Interest	1,959,708	-	1,959,708
Difference between expected and actual experience	663,149	-	663,149
Contributions – employer	-	3,387,747	(3,387,747)
Contributions – employee	-	1,760,521	(1,760,521)
Net investment income	-	2,176,188	(2,176,188)
Benefit payments, including refunds of employee contributions	(718,532)	(718,532)	-
Administrative expense	-	(13,830)	13,830
Other changes	-	(323)	323
Net changes	6,441,440	6,591,771	(150,331)
Balance at September 30, 2025	$ 33,564,854	$ 27,345,082	$ 6,219,772

Sensitivity of The Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.75%) or 1 percentage point higher (7.75%) than the current rate:

	1 % Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
City's net pension liability	$ 12,486,509	$ 6,219,772	$ 1,225,112

Pension Plan Fiduciary Net Position

Detailed information about the pension plan' s Fiduciary Net Position is available in the Schedule of Changes in Fiduciary Net Position, by Participating City. That report may be obtained at *www.tmrs.com.*

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2025, the City recognized pension expense of $3,536,148.

At September 30, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 860,466	$ 9,338
Changes in actuarial assumptions	80,094	18
Difference between projected and actual investment earnings	-	403,262
Contributions subsequent to the measurement date	2,968,264	-
Total	$ 3,908,824	$ 412,618

$2,968,264 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a decrease to the net pension liability for the year ending September 30, 2026. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending September 30,	Amount
2026	$ 204,209
2027	358,388
2028	(111,930)
2029	(13,204)
2030	90,479
Total	$ 527,942

Note 9. Postemployment Benefits Other Than Pensions (OPEB)

Plan description - The City maintains a single-employer defined benefit group-term life insurance plan known as the TMRS Supplemental Death Benefits Fund (SDBF). The plan is administered by the TMRS. This is a voluntary program in which the City elected, by ordinance, to provide group-term life insurance coverage for their active members, including retirees. As the SDBF covers both active and retiree participants, with no segregation of assets, the SDBF is considered to be an unfunded other postemployment benefit (OPEB) plan (i.e., no assets are accumulated in a trust that meets the criteria in paragraph four of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions).*

Benefits provided - The death benefit for active employees provides a lump-sum payment approximately equal to the employee 's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death). The death benefit for retirees is considered an OPEB and is a fixed amount of $7,500.

Employees Covered by Benefit Terms

At the December 31, 2024 actuarial valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	31
Inactive employees entitled to but not yet receiving benefits	24
Active employees	299
	354

Contributions

The City contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to prefund retiree term life insurance during employees' entire careers.

The City's SDBF contribution rate for all covered employees of the City in calendar years 2025 and 2024 was .13% and .17%, respectively. The City's contributions for all covered employees to the TMRS SDBF for the fiscal years ended September 30, 2025 and 2024, were $39,621 and $42,865, respectively, which equaled the required contributions for each year. The retiree portion of this contribution rate (OPEB portion) was 0.01% of covered payroll in calendar years 2025 and 2024.

Total OPEB Liability

The City's total OPEB liability (TOL) of $215,386 was measured as of December 31, 2024, and was determined by an actuarial valuation as of that date.

Actuarial Assumptions and Other Inputs

The total OPEB liability in the December 31, 2024 actuarial valuation was determined using the following actuarial assumptions and other inputs:

Inflation	2.50% per year
Salary Increases	3.60% to 11.85% including inflation
Discount Rate	4.08% (3.77% in prior year)

Mortality rates for retirees and beneficiaries are based on the gender-distinct 2019 Municipal Retirees of Texas mortality tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates are projected on a fully generational basis by the most recent scale MP-2021 (with immediate convergence) to account for future mortality improvements. Based on the size of the city, rates are multiplied by an additional factor of 100.0%. For disabled annuitants, the mortality tables for healthy retirees are used with a four-year set-forward for males and a three-year set-forward for females. In addition, a 3.5 percent and 3 percent minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence) to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS as of December 31, 2022. These assumptions were adopted in 2023 and first used in the December 31, 2023 actuarial valuation.

Discount Rate

The current year discount rate used to measure the total OPEB liability was 4.08% and was based upon the Fidelity Index's "20-year Municipal GO AA Index" rate as of December 31, 2024. The prior year discount rate used to measure the total OPEB liability was 3.77% and was based upon the Fidelity Index's "20-year Municipal GO AA Index" rate as of December 31, 2023.

Changes in the Total OPEB Liability

	Total OPEB Liability
Balance at October 1, 2024	$ 195,649
Changes for the year:	
Service Cost	35,210
Interest on total OPEB liability	7,992
Difference between expected and actual experience	(5,536)
Changes in assumptions and other inputs	(15,414)
Benefit payments*	(2,515)
Net changes	19,737
Balance at September 30, 2025	$ 215,386

*Due to the SBDF being considered an unfunded OPEB plan under GASB Statement No. 75, benefit payments are treated as being equal to the employer's yearly contribution for retirees.

The SDBF does not incur TMRS Administrative Expenses. The City is charged, and the administrative expenses are paid through the TMRS Defined Benefit Pension Plan recorded under GASB Statement No. 68.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City, calculated using the discount rate of 4.08%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (3.08%) or 1-percentage-point higher (5.08%) than the current rate:

	1 % Decrease (3.08%)	Discount Rate (4.08%)	1% Increase (5.08%)
Total OPEB liability	$ 269,760	$ 215,386	$ 174,492

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2025, the City recognized OPEB expense of $28,548. At year-end, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 36	$ 48,058
Changes in assumptions and other inputs	39,965	86,208
Contributions made subsequent to the measurement date	28,772	-
Total	$ 68,773	$ 134,266

$28,772 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability for the year ending September 30, 2026. Other amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending September 30,	Amount
2026	$ (14,654)
2027	(15,203)
2028	(14,790)
2029	(16,791)
2030	(19,886)
Thereafter	(12,941)
Total	$ (94,265)

Note 10. Deferred Compensation Plan

The City offers its employees a defined contribution, deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan is administered by ICMA Retirement Corporation, and the Trustee is VantageTrust Company. Benefit provisions are contained in the plan document and were established and can be amended by the action of City Council. All assets and income are held in trust for the exclusive benefit of participants and their beneficiaries; therefore, it is not reported in the financial statements of the City.

The plan, available to all full-time City employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency. The City does not contribute to the plan.

Note 11. Transfers and Payments Within the Reporting Entity

Transfers and Payments

Transfers and payments within the reporting entity are substantially for the purposes of funding capital projects and asset acquisitions, transferring bond proceeds between funds, or maintaining debt service on a routine basis. Resources are accumulated in a fund to support and simplify the administration of various projects or programs. The following schedule reports transfers and payments within the reporting entity:

Fund	Transfers In	Transfers Out
General Fund	$ 987,520	$ (14,161,383)
Debt Service Fund	-	(4,689,334)
Street Construction Fund	8,000,000	-
Parkland Fees Fund	185,434	-
Nonmajor Governmental Funds	6,161,383	(185,434)
Water and Sewer Fund	5,230,146	(1,528,332)
	$ 20,564,483	$ (20,564,483)

General Fund transfers-out is made up of several significant items. First, the City contributed $8 million to the Street Construction fund during fiscal year 2025. In addition, the General Fund transferred $3 million to the Capital Acquistion fund for various projects, and $1.4 million was transferred to the City's Vehicle Replacement Program. The Debt Service fund transferred $4.6 million to the Water and Sewer fund for debt service payments. The TIRZ 11 fund transferred $185,434 to the Parkland Fees fund for capital projects in the downtown area.

Note 12. Contingencies

The City participates in various state and federal grant programs and contracts which are subject to financial and compliance audits by the grantors or their representatives. These programs are subject to program compliance audits by the grantors or their representatives. The City expects that costs disallowed by these various awarding agencies, if any, would be minimal.

Note 13. Litigation

From time to time, the City is involved in litigation in the ordinary course of business. City management estimates, based on the advice of legal counsel, that the potential claims against the City, in excess of insurance coverage, would not materially affect the basic financial statements of the City.

Note 14. UTRWD Contractual Requirements

The City has entered into a Participating Member Contract with Upper Trinity Regional Water District (UTRWD) for the use of sewer capacity in the Northeast Regional Water Reclamation System (Doe Branch Plant). In return for the utilization of 1,320,000 gallons of capacity at the Doe Branch Plant, along with the interceptor project, the City will pay annual facilities charges to UTRWD ranging from $810,335 to $1,583,230 beginning in fiscal year 2022 and continuing through fiscal year 2048. Fiscal year 2025 expense associated with this agreement was $3,007,440.

The following is a summary of the City's contractual requirements for future payments under the agreements with UTRWD by year for next five years and in total thereafter:

Year Ending September 30,	Annual Requirement
2026	3,500,500
2027	3,501,125
2028	3,504,375
2029	3,495,000
2030	4,083,500
Thereafter	76,301,938
Total required	$ 94,386,438

Required Supplementary Information

City of Celina, Texas
Schedule of Changes in Net Pension Liability (Asset) and Related Ratios
Last Ten Measurement Years

	Measurement Year			
	2024	2023	2022	2021
Total Pension Liability				
Service Cost	$ 4,537,115	$ 3,762,979	$ 2,929,377	$ 1,813,918
Interest (on the Total Pension Liability)	1,959,708	1,594,165	1,185,730	798,870
Changes of benefit terms	-	1,285,221	2,786,294	-
Difference between expected and actual experience	663,149	94,006	556,565	7,226
Change of assumptions	-	123,158	-	-
Benefit payments, including refunds of employee contributions	(718,532)	(373,337)	(272,258)	(193,295)
Net Change in Total Pension Liability	6,441,440	6,486,192	7,185,708	2,426,719
Total Pension Liability – Beginning	27,123,414	20,637,222	13,451,514	11,024,795
Total Pension Liability – Ending	$ 33,564,854	$ 27,123,414	$ 20,637,222	$ 13,451,514
Plan Fiduciary Net Position				
Contributions – employer	$ 3,387,747	$ 2,388,565	$ 1,076,062	$ 857,813
Contributions – employee	1,760,521	1,457,712	1,209,059	957,574
Net Investment income	2,176,188	1,807,636	(1,067,722)	1,496,793
Benefit payments, including refunds of employee contributions	(718,532)	(373,337)	(272,258)	(193,295)
Administrative expense	(13,830)	(11,401)	(9,183)	(6,892)
Other	(323)	(80)	10,958	47
Net Change in Plan Fiduciary Net Position	6,591,771	5,269,095	946,916	3,112,040
Plan Fiduciary Net Position – Beginning	20,753,311	15,484,216	14,537,300	11,425,260
Plan Fiduciary Net Position – Ending	$ 27,345,082	$ 20,753,311	$ 15,484,216	$ 14,537,300
Net Pension Liability (Asset) – Ending	$ 6,219,772	$ 6,370,103	$ 5,153,006	$ (1,085,786)
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	81.47%	76.51%	75.03%	108.07%
Covered Payroll	$ 25,150,304	$ 20,824,545	$ 17,272,272	$ 13,679,622
Net Pension Liability (Asset) as a Percentage of Covered Payroll	24.73%	30.59%	29.83%	-7.94%

Other Information:

For the 2019 valuation, actuarial studies were updated through December 31, 2018.
For the 2023 valuation, actuarial studies were updated through December 31, 2022.

Measurement Year						
2020	**2019**	**2018**	**2017**	**2016**	**2015**
$ 1,587,716	$ 1,389,740	$ 1,074,389	$ 760,238	$ 634,724	$ 477,763
653,756	532,994	434,173	356,068	297,354	246,793
-	-	-	-	-	-
(39,432)	(31,250)	6,080	(3,776)	(42,188)	(33,873)
-	(150)	-	-	-	164,970
(137,309)	(265,215)	(151,399)	(73,590)	(92,022)	(16,986)
2,064,731	1,626,119	1,363,243	1,038,940	797,868	838,667
8,960,064	7,333,945	5,970,702	4,931,762	4,133,894	3,295,227
$ 11,024,795	$ 8,960,064	$ 7,333,945	$ 5,970,702	$ 4,931,762	$ 4,133,894
$ 772,210	$ 650,019	$ 504,822	$ 357,923	$ 241,159	$ 188,960
835,640	717,947	558,331	393,323	325,261	258,850
705,428	1,095,951	(190,540)	691,169	285,732	5,594
(137,309)	(265,215)	(151,399)	(73,590)	(92,022)	(16,986)
(4,545)	(6,169)	(3,673)	(3,576)	(3,223)	(3,406)
(177)	(185)	(191)	(181)	(174)	(168)
2,171,247	2,192,348	717,350	1,365,068	756,733	432,844
9,254,013	7,061,665	6,344,315	4,979,247	4,222,514	3,789,670
$ 11,425,260	$ 9,254,013	$ 7,061,665	$ 6,344,315	$ 4,979,247	$ 4,222,514
$ (400,465)	$ (293,949)	$ 272,280	$ (373,613)	$ (47,485)	$ (88,620)
103.63%	103.28%	96.29%	106.26%	100.96%	102.14%
$ 11,937,718	$ 10,256,387	$ 7,976,159	$ 5,618,903	$ 4,646,591	$ 3,697,854
-3.35%	-2.87%	3.41%	-6.65%	-1.02%	-2.40%

City of Celina, Texas
Schedule of Contributions
Last Ten Fiscal Years

	Fiscal Year			
	2025	2024	2023	2022
Actuarially determined contribution	$ 3,795,902	$ 3,196,534	$ 2,065,125	$ 1,056,172
Contributions in relation to the actuarially determined contribution	3,795,902	3,196,534	2,065,125	1,056,172
Contributions deficiency (excess)	$ -	$ -	$ -	$ -
Covered payroll	$ 28,749,411	$ 31,925,731	$ 16,654,068	$ 12,371,440
Contributions as a percentage of covered payroll	13.20%	10.01%	12.40%	8.54%

Schedule Notes:

Valuation Date:	Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.
Methods and Assumptions Used to Determine Contribution Rates:	
Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	20 Years (longest amortization ladder)
Asset Valuation Method	10 year smoothed fair value; 12% soft corridor
Inflation	2.50%
Salary Increases	3.60% to 11.85% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that vary by age. Last updated for the 2023 valuation pursuant to an experience study of the period ending 2022.
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence). Pre-retirement: PUB(10) mortality tables, with the 110% of the Public Safety table used for males and the 100% of the General Employee table used for females. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence).
Other Information:	
Notes	There were no benefit changes during the year.

Fiscal Year						
2021	2020	2019	2018	2017	2016
$ 796,174	$ 772,301	$ 624,122	$ 459,895	$ 324,728	$ 237,763
796,174	772,301	624,122	459,895	324,728	237,763
$ -	$ -	$ -	$ -	$ -	$ -
$ 11,996,779	$ 9,844,203	$ 7,245,746	$ 5,230,520	$ 4,486,771	$ 3,388,197
6.64%	7.85%	8.61%	8.79%	7.24%	7.02%

City of Celina, Texas
Schedule of Changes in Total OPEB Liability and Related Ratios
Last Eight Measurement Years

	Measurement Year			
	2024	2023	2022	2021
Total OPEB Liability				
Service cost	$ 35,210	$ 31,237	$ 58,726	$ 45,143
Interest on the total OPEB liability	7,992	7,014	4,854	4,480
Changes of benefit terms	-	-	-	-
Difference between expected and actual experience	(5,536)	(10,186)	(28,874)	(24,423)
Changes in assumptions or other inputs	(15,414)	11,057	(109,698)	9,375
Benefit payments	(2,515)	(2,082)	(1,727)	(1,368)
Net Change in Total OPEB Liability	19,737	37,040	(76,719)	33,207
Total OPEB Liability – Beginning	195,649	158,609	235,328	202,121
Total OPEB Liability – Ending	$ 215,386	$ 195,649	$ 158,609	$ 235,328
Covered Employee Payroll	$ 25,150,304	$ 20,824,454	$ 17,272,272	$ 13,679,622
Total OPEB Liability as a Percentage of Covered Employee Payroll	0.86%	0.94%	0.92%	1.72%

Schedule Notes:

Plan Information:

Single-employer funded OPEB plan — There are not assets accumulated in a trust that meets the criteria in GASB Statement No. No. 75 paragraph 4 to pay related benefits.

Change of Assumptions

Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period:

2017	3.31%
2018	3.71%
2019	2.75%
2020	2.00%
2021	1.84%
2022	4.05%
2023	3.77%
2024	4.08%

Actuarial Valuation & Measurement Date: December 31

Significant actuarial assumptions used to measure the total OPEB liability:

Inlfation	2.50%
Salary Inceases	3.60% to 11.85%, including inflation
Discount Rate	4.08% (Based on Fidelity's Index's "20-year Municipal GO AA Index" rate as of 12/31/24). 3.77% in prior year
Retiree's Share of Benefit-related costs	$0
Administrative expenses	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68.
Mortality - Service Retirees	2019 Municipal Retirees of Texas Mortality Tables. Male rates are multiplied by 103% and female rates multiplied by 10%. The rates are projected on a fully generational basis
Mortality - Disabled Retirees	2019 Municipal Retirees of Texas Mortality Tables with 4 year set forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who became disabled for males and females, respectively. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence) to account for future mortality improvements subject to the floor.

*Due to SDBF being considered an unfunded OPEB plan under GASB 75, benefit payments are treated as being equal to the employer's yearly contributions for retirees.

The information in this schedule has been determined as of the measurement date (December 31) of the City's total OPEB liability and is intended to show information for 10 years. However, until a full 10-year trend is compled in accordance with the provision of GASB 75, only periods for which such information is available are presented.

City of Celina, Texas
Schedule of Changes in Total OPEB Liability and Related Ratios
Last Eight Measurement Years

	2020	2019	2018	2017
$	35,813	$ 21,538	$ 19,940	$ 12,362
	4,149	3,527	2,646	2,074
	-	-	-	-
	(3,930)	(5,434)	155	-
	33,718	30,162	(8,000)	6,931
	(1,194)	(1,026)	-	-
	68,556	48,767	14,741	21,367
	133,565	84,798	70,057	48,690
$	202,121	$ 133,565	$ 84,798	$ 70,057
$	11,937,718	$ 10,256,387	$ 7,976,159	$ 5,618,903
	1.69%	1.30%	1.06%	1.25%

Combining and Individual Fund Financial Statements and Schedules

City of Celina, Texas
Budgetary Comparison Schedule (GAAP Basis)
Debt Service Fund
For the Year Ended September 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Ad valorem taxes	$ 23,792,596	$ 23,792,596	$ 24,333,065	$ 540,469
Interest	-	-	523,267	523,267
Total revenues	23,792,596	23,792,596	24,856,332	1,063,736
Expenditures				
Principal	9,860,000	9,860,000	9,860,000	-
Interest and Fiscal Charges	13,763,142	13,763,142	13,757,784	5,358
Bond issuance costs	3,500	3,500	34,420	3,500
Total expenditures	23,626,642	23,626,642	23,652,204	8,858
Excess of revenues over expenditures	165,954	165,954	1,204,128	1,072,594
Other Financing Sources (Uses)				
Issuance of bonds	-	-	2,750,000	2,750,000
Bond premium	-	-	242,943	242,943
Payment to refunded bond escrow agent	-	-	(3,030,280)	(3,030,280)
Transfers in (out)	821,257	487,489	(4,689,334)	(5,176,823)
Total Other Financing Sources (Uses)	821,257	487,489	(4,726,671)	(5,214,160)
Net Change in Fund Balance	987,211	653,443	(3,522,543)	(4,141,566)
Fund Balances, Beginning of Year	7,640,809	7,640,809	7,640,809	-
Fund Balances, End of Year	$ 8,628,020	$ 8,294,252	$ 4,118,266	$ (4,141,566)

Nonmajor Governmental Funds

Nonmajor Governmental Funds

Capital Equipment Replacement Fund – to account for public safety capital replacements including vehicles and equipment.

Capital Acquisition Fund – established as a reserve fund for capital and smaller infrastructure needs. Funding is from transfers in from the General Fund.

Capital Projects Fund – accounts for the financing and acquisition of capital improvements. Fund resources provided primarily through interlocal agreements, developer agreements and escrowed funds.

Roadway Capital Recovery Fees Fund – to account for roadway capital recovery fees paid by developers to the City for roadway construction.

Roadway Impact Fees Fund – is used to account for fees paid by developers for construction of streets under the Roadway Impact Fees ordinance.

Technology Fund – to account for technology infrastructure improvements and computer hardware/software needs. Source of funding is from developer fees when obtaining building permits.

Stabilization Fund – Established to help the City maintain resiliency by ensuring adequate balance to cash flow requirements during economic turbulence.

Developer Capital Fees Fund – to account for Developer Fees paid to build capital projects per the agreements.

Court Special Revenue Fund – to account for the receipt and expenditure of court security and technology funds. Fund resources are provided primarily through contributions, donations, and court security fees.

Other Special Revenue Funds – to account for various grants, PEG fees, hotel occupancy taxes, and other miscellaneous special revenues collected.

City of Celina, Texas
Combining Balance Sheet
Other Governmental Funds - Nonmajor
September 30, 2025

	Capital Projects Funds			
	Capital Equipment Replacement	Capital Acquisition	Capital Projects	Roadway Capital Recovery Fees
Assets				
Cash and cash equivalents	$ 6,107,536	$ 9,501,810	$ 4,568,416	$ 13,690,985
Accounts receivable	-	-	-	-
Lease receivable	-	-	-	-
Prepaid items	152	-	-	-
Total assets	$ 6,107,688	$ 9,501,810	$ 4,568,416	$ 13,690,985
Liabilities				
Accounts payable	$ 56,139	$ 40,815	$ 409,215	$ 383,116
Retainage payable	-	-	34,302	35,758
Accrued salaries and benefits	3,188	-	-	-
Escrowed funds	-	-	1,809,128	243,072
Total liabilities	59,327	40,815	2,252,645	661,946
Deferred Inflows of Resources				
Lease related	-	-	-	-
Unavailable revenue	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Fund Balances				
Nonspendable				
Prepaids	152	-	-	-
Restricted for				
Capital projects	-	-	2,315,771	13,029,039
Law enforcement	-	-	-	-
Courts	-	-	-	-
PEG	-	-	-	-
Hotel	-	-	-	-
Technology	-	-	-	-
Assigned	6,048,209	9,460,995	-	-
Total fund balances	6,048,361	9,460,995	2,315,771	13,029,039
Total liabilities, deferred inflows of resources and fund balances	$ 6,107,688	$ 9,501,810	$ 4,568,416	$ 13,690,985

Capital Projects Funds	Special Revenue Funds						
Roadway Impact Fees	Technology	Stabilization	Developer Capital Fees	Court Special Revenue	Other Special Revenue Funds	Total Other Governmental Funds
$ 14,688,952	$ 3,006,637	$ 6,111,269	$ 14,700,580	$ 263,329	$ 7,439,650	$ 80,079,164
-	-	-	-	-	109,565	109,565
-	-	-	-	-	3,167,346	3,167,346
-	-	-	-	-	220,921	221,073
$ 14,688,952	$ 3,006,637	$ 6,111,269	$ 14,700,580	$ 263,329	$ 10,937,482	$ 83,577,148
$ 77,711	$ 35,270	$ -	$ -	$ -	$ 53,236	$ 1,055,502
-	-	-	-	-	-	70,060
-	-	63	-	-	-	3,251
-	-	-	-	-	-	2,052,200
77,711	35,270	63	-	-	53,236	3,181,013
-	-	-	-	-	2,875,652	2,875,652
-	-	-	-	-	99,525	99,525
-	-	-	-	-	2,975,177	2,975,177
-	-	-	-	-	220,921	221,073
14,611,241	-	-	14,700,580	-	7,426,771	52,083,402
-	-	-	-	-	114,557	114,557
-	-	-	-	263,329	-	263,329
-	-	-	-	-	87,390	87,390
-	-	-	-	-	59,430	59,430
-	2,971,367	-	-	-	-	2,971,367
-	-	6,111,206	-	-	-	21,620,410
14,611,241	2,971,367	6,111,206	14,700,580	263,329	7,909,069	77,420,958
$ 14,688,952	$ 3,006,637	$ 6,111,269	$ 14,700,580	$ 263,329	$ 10,937,482	$ 83,577,148

City of Celina, Texas
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Other Governmental Funds - Nonmajor
For the Year Ended September 30, 2025

	Capital Projects Funds			
	Capital Equipment Replacement	Capital Acquisition	Capital Projects	Roadway Capital Recovery Fees
Revenues				
Ad valorem taxes	$ -	$ -	$ -	$ -
Sales tax	-	-	-	-
Developer contributions	-	-	1,505,168	-
Special events and donations	-	-	-	-
Park fees	-	-	-	-
Impact and capital recovery fees	-	-	-	3,487,530
Other income	-	-	-	-
Interest	222,140	251,160	2,423,888	535,974
Federal, state, and local grants	-	-	-	-
Total revenues	222,140	251,160	3,929,056	4,023,504
Expenditures				
Current:				
Administration	131,846	-	-	-
Judicial	-	-	-	-
Fire and emergency services	-	15,405	-	-
Development services	-	128,199	-	-
Public works	-	8,722	-	115,427
Police department	35,849	-	-	-
Parks and recreation	-	64,486	-	-
Library	-	35,635	-	-
Downtown project	-	-	-	-
Capital outlay	587,318	536,809	4,332,474	1,570,513
Total expenditures	755,013	789,256	4,332,474	1,685,940
Excess (Deficiency) of Revenues Over (Under) Expenditures	(532,873)	(538,096)	(403,418)	2,337,564
Other Financing Sources (Uses)				
Transfers in	1,411,383	4,750,000	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	1,411,383	4,750,000	-	-
Net Change in Fund Balances	878,510	4,211,904	(403,418)	2,337,564
Fund Balances, Beginning of Year	5,169,851	5,249,091	2,719,189	10,691,475
Fund Balances, End of Year	$ 6,048,361	$ 9,460,995	$ 2,315,771	$ 13,029,039

Capital Projects Funds	Special Revenue Funds					
Roadway Impact Fees	Technology	Stabilization	Developer Capital Fees	Court Special Revenue	Other Special Revenue Funds	Total Other Governmental Funds
$ -	$ -	$ -	$ -	$ -	$ 1,401,143	$ 1,401,143
-	-	-	-	-	196,858	196,858
-	-	-	-	-	-	1,505,168
-	-	-	-	-	122,215	122,215
-	-	-	1,240,500	-	-	1,240,500
3,751,844	-	-	5,631,000	-	-	12,870,374
-	1,114,924	28,701	-	45,075	1,747,750	2,936,450
597,019	119,512	272,916	532,149	9,942	248,576	5,213,276
-	-	-	-	-	64,540	64,540
4,348,863	1,234,436	301,617	7,403,649	55,017	3,781,082	25,550,524
-	46,061	-	-	-	177,252	355,159
-	-	-	-	62	-	62
-	-	-	-	-	-	15,405
-	-	657,326	961,337	-	-	1,746,862
106,700	-	-	-	-	-	230,849
-	-	-	-	-	61,044	96,893
-	-	-	-	-	-	64,486
-	-	-	-	-	-	35,635
-	-	-	-	-	96,003	96,003
2,079,685	499,987	-	-	-	565,165	10,171,951
2,186,385	546,048	657,326	961,337	62	899,464	12,813,305
2,162,478	688,388	(355,709)	6,442,312	54,955	2,881,618	12,737,219
-	-	-	-	-	-	6,161,383
-	-	-	-	-	(185,434)	(185,434)
-	-	-	-	-	(185,434)	5,975,949
2,162,478	688,388	(355,709)	6,442,312	54,955	2,696,184	18,713,168
12,448,763	2,282,979	6,466,915	8,258,268	208,374	5,212,885	58,707,790
$ 14,611,241	$ 2,971,367	$ 6,111,206	$ 14,700,580	$ 263,329	$ 7,909,069	$ 77,420,958

Discretely Presented Component Units
Financial Statements

City of Celina, Texas
Balance Sheet - Celina Economic Development Corporation
Discretely Presented Component Unit
September 30, 2025

Assets		
Cash and cash equivalents	$	2,737,359
Sales tax receivable		513,861
Total assets		3,251,220
Liabilities		
Accounts payable		300,781
Total liabilities		300,781
Fund Balance		
Restricted for economic development		2,950,439
Total fund balance	$	2,950,439

City of Celina, Texas
Reconciliation of the Balance Sheet to the Statment of Net Position
Discretely Presented Component Unit - Celina Economic Development Corporation
September 30, 2025

Total fund balance	$ 2,950,439
Amounts presented in the statement of net position are different because:	
Capital assets reported in the statement of net position are not financial resources and are not reported in the fund balance sheet.	13,288,231
Long-term liabilities are reported in the statement of net position but they are not due and payable or consume net position in the current period and; therefore, are not reported in the fund balance sheet.	(11,110,000)
Interest due on long-term debt is recorded as accrued interest payable in the statement of net position but does not become a liability on the fund statement until the date due.	(34,148)
Total net position	$ 5,094,522

City of Celina, Texas
Statement of Revenues, Expenditures, and Changes in Fund Balance
Celina Economic Development Corporation
Discretely Presented Component Unit
For the Year Ended September 30, 2025

Revenues		
Sales tax	$	2,907,044
Miscellaneous		29,809
Unrestricted investment earnings		119,215
Total general revenues		3,056,068
Expenditures		
Current:		
Economic development		1,835,273
Debt service:		
Principal		2,165,000
Interest		428,901
Total expenditures		4,429,174
Net Change in Fund Balance		(1,373,106)
Fund Balance – Beginning of Year		4,323,545
Fund Balance – End of Year	$	2,950,439

City of Celina, Texas
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balance to the Statement of Activities
Celina Economic Development Corporation
Discretely Presented Component Unit
For the Year Ended September 30, 2025

Net change in fund balance	$ (1,373,106)
Amounts reported in the statement of activities are different because:	
Repayment of bond and other debt principal is an expenditure in the governmental funds, but repayment reduces long-term liabilities in the Statement of Net Position.	2,165,000
Interest accrued on bonds payable are not due and payable and therefore are not reported as expenditures in the fund. This is the net change in accrued interest payable.	2,465
Change in net position	$ 794,359

City of Celina, Texas
Balance Sheet - Celina Community Development Corporation
Discretely Presented Component Unit
September 30, 2025

Assets		
Cash and cash equivalents	$	7,145,529
Sales tax receivable		513,861
Total assets		7,659,390
Fund Balance/Net Position		
Restricted for economic development		7,659,390
Total fund balance/net position	$	7,659,390

City of Celina, Texas
Statement of Revenues, Expenditures, and Changes in Fund Balance
Celina Community Development Corporation
Discretely Presented Component Unit
For the Year Ended September 30, 2025

Revenues		
Sales tax	$	2,907,044
Unrestricted investment earnings		290,335
Total general revenues		3,197,379
Expenditures		
Community development		1,771,987
Total expenditures		1,771,987
Change in Fund Balance/Net Position		1,425,392
Fund Balance/Net Position – Beginning of Year		6,233,998
Fund Balance/Net Position – End of Year	$	7,659,390

Statistical Section (Unaudited)

Statistical Section

This section of the City of Celina's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, notes disclosures, and required supplementary information says about the City's overall financial health. This information has not been audited by the independent auditor.

Contents **Table Numbers**

Financial Trends 1-5
These tables contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity 6-9
These tables contain information to help the reader assess the City's two most significant revenue sources-property and sales taxes.

Debt Capacity 10-14
These tables present information to help the reader assess the affordability of the City's current level of outstanding debt and the City's ability to issue additional debt in the future.

Economic and Demographic Information 15-16
These tables offer economic and demographic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information 17-19
These tables contain service and infrastructure data to help the reader understand how the information in the City's annual comprehensive financial report relates to the services the City provides.

Source: Unless otherwise noted, the information in these tables is derived from the City's past audit reports for the relevant year.

City of Celina, Texas
Net Position by Component
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

	Fiscal Year			
	2016	2017	2018	2019
Governmental Activities				
Net investment in capital assets	$ 13,138,978	$ 13,184,763	$ 32,376,605	$ 20,672,418
Restricted	5,340,173	5,848,514	6,361,057	3,979,639
Unrestricted	7,893,951	11,575,127	10,218,998	30,927,875
Total governmental activities net position	26,373,102	30,608,404	48,956,660	55,579,932
Business-type Activities				
Net investment in capital assets	12,078,113	13,079,265	18,675,162	30,124,340
Restricted	-	-	-	-
Unrestricted	1,733,702	3,171,397	5,862,371	10,028,343
Total business-type activities net position	13,811,815	16,250,662	24,537,533	40,152,683
Primary Government				
Net investment in capital assets	25,217,091	26,264,028	51,051,767	50,796,758
Restricted	5,340,173	5,848,514	6,361,057	3,979,639
Unrestricted	9,627,653	14,746,524	16,081,369	40,956,218
Total primary government net position	$ 40,184,917	$ 46,859,066	$ 73,494,193	$ 95,732,615

Table 1

Fiscal Year					
2020	**2021**	**2022**	**2023**	**2024**	**2025**
$ 51,424,407	$ 83,742,420	$ 102,946,241	$ 145,178,585	$ 249,570,159	$ 312,612,178
4,925,334	13,176,802	19,290,037	22,571,293	46,077,308	55,777,641
25,553,066	28,745,889	39,072,195	55,664,236	62,899,391	82,866,696
81,902,807	125,665,111	161,308,473	223,414,114	358,546,858	451,256,515
54,394,479	55,835,300	89,549,445	165,996,622	282,693,619	411,989,462
44,092	56,065	152,009	-	-	-
16,804,092	50,683,069	60,358,870	79,776,835	110,702,507	136,623,742
71,242,663	106,574,434	150,060,324	245,773,457	393,396,126	548,613,204
105,818,886	139,577,720	192,495,686	311,175,207	532,263,778	724,601,640
4,969,426	13,232,867	19,442,046	22,571,293	46,077,308	55,777,641
42,357,158	79,428,958	99,431,065	135,441,071	173,601,898	219,490,438
$ 153,145,470	$ 232,239,545	$ 311,368,797	$ 469,187,571	$ 751,942,984	$ 999,869,719

City of Celina, Texas
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

	Fiscal Year			
	2016	2017	2018	2019
Expenses				
Governmental Activities				
Administration	$ 1,592,794	$ 2,624,918	$ 3,305,724	$ 3,613,202
Judicial	102,803	155,521	173,809	169,960
Fire and emergency services	1,957,077	2,414,778	2,898,525	4,516,435
Development services	683,599	887,990	1,812,852	2,844,946
Public works	1,080,661	1,104,523	5,760,436	1,625,818
Police Department	1,532,829	1,877,574	2,598,590	3,219,436
Parks and Recreation	1,084,077	1,263,538	1,284,123	1,480,614
Library	152,664	169,326	230,781	231,803
Infrastructure	211,300	353,119	823,826	1,010,684
Bond issuance costs	65,279	55,176	59,285	61,612
Main street program	-	-	-	1,953,396
Interest and fiscal charges	710,249	787,001	840,645	-
Total governmental activities expenses	9,173,332	11,693,464	19,788,596	20,727,906
Business Type Activities				
Water and sewer services	8,508,496	10,811,473	12,887,075	14,811,593
Total business-type activities expenses	8,508,496	10,811,473	12,887,075	14,811,593
Total primary government expenses	17,681,828	22,504,937	32,675,671	35,539,499
Program Revenues				
Governmental Activities				
Charges for services	4,265,112	6,391,343	7,865,830	11,837,197
Operating grants/contributions	368,784	356,258	201,610	1,291,079
Capital grants/contributions	2,578,809	1,011,625	20,365,689	180,890
Total governmental activities program revenues	7,212,705	7,759,226	28,433,129	13,309,166
Business-type Activities				
Charges for services				
Water and sewer services	10,057,113	13,590,654	16,506,407	21,133,549
Operating grants and contributions	-	-	-	-
Capital grants/contributions	800,100	-	3,432,870	-
Total business-type activities program revenues	10,857,213	13,590,654	19,939,277	21,133,549
Total primary government program revenues	18,069,918	21,349,880	48,372,406	34,442,715
Net (Expense) Revenues				
Governmental activities	(1,960,627)	(3,934,238)	8,644,533	(7,418,740)
Business-type activities	2,348,717	2,779,181	7,052,202	6,321,956
Total primary government program revenues net expenses	388,090	(1,155,057)	15,696,735	(1,096,784)

Table 2

Fiscal Year					
2020	2021	2022	2023	2024	2025
$ 4,676,077	$ 5,295,666	$ 6,478,575	$ 13,886,440	$ 12,046,109	$ 12,938,155
166,725	204,724	193,302	209,350	251,705	326,813
5,406,951	5,912,755	6,620,651	8,455,931	11,768,158	13,658,346
6,177,019	7,529,485	8,535,165	10,758,050	13,956,292	19,499,426
2,888,942	2,636,498	2,097,180	2,714,742	5,719,853	6,354,724
3,729,439	4,627,454	5,178,526	7,388,351	10,282,158	13,066,820
1,853,913	1,886,673	1,883,123	3,043,497	3,654,586	3,992,840
252,721	244,058	317,775	389,445	435,014	593,664
-	-	-	-	-	-
-	828,202	301,079	491,915	-	-
142,972	75,898	36,325	75,660	106,107	96,003
1,752,515	1,492,701	3,333,335	4,481,732	9,370,480	13,210,543
27,047,274	30,734,114	34,975,036	51,895,113	67,590,462	83,737,334
17,188,107	19,876,311	22,337,443	30,063,285	38,332,338	51,221,895
17,188,107	19,876,311	22,337,443	30,063,285	38,332,338	51,221,895
44,235,381	50,610,425	57,312,479	81,958,398	105,922,800	134,959,229
13,048,290	25,842,056	32,332,998	36,442,384	49,798,688	51,083,213
2,764,624	3,636,696	2,347,930	862,378	2,761,584	3,468,018
15,870,800	19,822,044	10,081,541	38,619,344	99,233,684	54,384,194
31,683,714	49,300,796	44,762,469	75,924,106	151,793,956	108,935,425
26,722,197	41,304,183	43,119,619	43,967,567	63,679,831	70,809,178
-	-	-	-	400,000	420,000
23,622,709	13,904,905	22,459,804	73,156,255	108,830,648	122,962,521
50,344,906	55,209,088	65,579,423	117,123,822	172,910,479	194,191,699
82,028,620	104,509,884	110,341,892	193,047,928	324,704,435	303,127,124
4,636,440	18,566,683	9,787,433	24,028,993	84,203,494	25,198,091
33,156,799	35,332,777	43,241,980	87,480,537	134,578,141	142,969,804
37,793,239	53,899,460	53,029,413	111,509,530	218,781,635	168,167,895

City of Celina, Texas
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

	Fiscal Year			
	2016	2017	2018	2019
General Revenues and Other Changes in Net Position				
Governmental Activities				
Taxes				
Ad valorem	4,458,401	5,362,919	7,464,462	9,856,619
Sales	733,881	958,350	1,150,663	1,248,168
Franchise	429,102	370,949	420,352	516,777
Gain on sale of capital assets	-	-	-	-
Other	671,241	985,322	1,613,911	2,027,855
Unrestricted investment earnings	-	-	-	-
Transfers	2,346,769	492,000	(907,706)	527,000
Contributions from component unit	-	-	-	-
Total governmental activities	8,639,394	8,169,540	9,741,682	14,176,419
Business-type activities				
Other	114,067	151,666	332,227	1,124,765
Gain on sale of capital assets	-	-	-	-
Unrestricted investment earnings	-	-	-	-
Grants not restricted to specific programs	-	-	-	-
Transfers	(2,346,769)	(492,000)	907,706	(527,000)
Total business-type activities	(2,232,702)	(340,334)	1,239,933	597,765
Total primary governmental revenues	$ 6,406,692	$ 7,829,206	$ 10,981,615	$ 14,774,184
Changes in Net Position				
Governmental activities	$ 6,678,767	$ 4,235,302	$ 18,386,215	$ 6,757,679
Business-type activities	116,015	2,438,847	8,292,135	6,919,721
Total primary government program net expenses	$ 6,794,782	$ 6,674,149	$ 26,678,350	$ 13,677,400

Table 2

Fiscal Year					
2020	**2021**	**2022**	**2023**	**2024**	**2025**
10,679,289	12,892,450	16,242,263	24,505,056	36,490,482	47,329,947
1,823,693	2,652,260	3,213,081	4,039,188	4,925,187	5,839,562
602,603	602,037	783,188	1,003,967	1,383,145	1,666,323
-	-	-	-	189,301	191,912
4,654,145	8,714,771	3,951,136	2,619,358	3,405,448	3,879,943
-	-	917,556	6,083,247	10,225,687	12,305,693
2,752,921	334,103	748,705	(174,168)	(5,690,000)	(3,701,814)
1,173,784	-	-	-	-	-
21,686,435	25,195,621	25,855,929	38,076,648	50,929,250	67,511,566
686,102	333,097	776,837	4,811,448	229,790	987,681
-	-	-	-	43,924	76,600
-	-	-	-	7,080,814	7,481,179
-	-	215,778	3,246,980	-	-
(2,752,921)	(334,103)	(748,705)	174,168	5,690,000	3,701,814
(2,066,819)	(1,006)	243,910	8,232,596	13,044,528	12,247,274
$ 19,619,616	$ 25,194,615	$ 26,099,839	$ 46,309,244	$ 63,973,778	$ 79,758,840
$ 26,322,875	$ 43,762,304	$ 35,643,362	$ 62,105,641	$ 135,132,744	$ 92,709,657
31,089,980	35,331,771	43,485,890	95,713,133	147,622,669	155,217,078
$ 57,412,855	$ 79,094,075	$ 79,129,252	$ 157,818,774	$ 282,755,413	$ 247,926,735

City of Celina, Texas
Governmental Activities - Tax Revenues by Source
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

Table 3

Fiscal Year	Property Tax	Sales Tax	Franchise Tax	Total
2016	$ 4,453,862	$ 733,881	$ 429,102	$ 5,616,845
2017	5,374,888	958,350	370,949	6,704,187
2018	7,454,528	1,150,663	420,352	9,025,543
2019	9,856,619	1,248,168	516,777	11,621,564
2020	10,679,289	1,823,693	602,603	13,105,585
2021	12,892,450	2,652,260	602,037	16,146,747
2022	16,242,263	3,213,081	783,188	20,238,532
2023	24,505,056	4,039,188	1,003,967	29,548,211
2024	36,490,482	4,925,187	1,383,145	42,798,814
2025	47,292,543	5,839,562	1,666,323	54,798,428

City of Celina, Texas
Fund Balances - Governmental Funds
Last Ten Fiscal Years
(Modified Acccrual Basis of Accounting)
(Unaudited)

	Fiscal Year			
	2016	2017	2018	2019
General Fund				
Nonspendable				
Prepaids and inventory	$ 2,230	$ 3,013	$ 7,322	$ 14,827
Unassigned	7,130,005	6,562,842	8,903,854	10,924,630
Total general fund	$ 7,132,235	$ 6,565,855	$ 8,911,176	$ 10,939,457
All Other Governmental Funds				
Nonspendable				
Prepaids and inventory	$ -	$ -	$ -	$ -
Restricted for				
Debt service	901,524	1,369,343	1,813,530	2,497,665
Capital projects	7,083,988	13,033,951	29,063,864	30,026,311
Law enforcement	-	-	-	22,542
Courts	-	-	-	114,323
Grants	-	-	-	10,948
PEG	-	-	-	90,354
Hotel	-	-	-	-
Technology	-	-	-	-
Assigned for use in specific funds	-	-	-	7,973,971
Unassigned	-	168,342	623,156	58,548
Total all other governmental funds	$ 7,985,512	$ 14,571,636	$ 31,500,550	$ 40,794,662

Table 4

Fiscal Year					
2020	**2021**	**2022**	**2023**	**2024**	**2025**
$ 5,786	$ 227,911	$ 41,181	$ 254,639	$ 422,117	$ 398,271
8,860,057	16,328,612	23,421,150	25,102,006	31,111,570	36,077,539
$ 8,865,843	$ 16,556,523	$ 23,462,331	$ 25,356,645	$ 31,533,687	$ 36,475,810
$ -	$ 873,057	$ 894,610	$ 34,949	$ 25,391	$ 221,073
2,228,648	2,166,835	1,968,883	3,689,413	7,640,809	4,118,266
19,963,891	65,461,702	87,464,361	89,656,869	169,601,814	212,385,352
25,833	36,620	120,031	103,816	232,610	114,557
122,992	131,949	148,846	164,882	208,374	263,329
25,727	12,955	-	-	-	-
46,708	58,548	68,964	88,660	77,211	87,390
12,823	14,835	23,665	36,045	46,881	59,430
-	548,150	698,373	1,378,683	2,282,979	2,971,367
9,269,049	10,935,124	16,040,078	24,570,613	27,436,361	37,336,800
58,548	-	-	-	-	-
$ 31,754,219	$ 80,239,775	$ 107,427,811	$ 119,723,930	$ 207,552,430	$ 257,557,564

City of Celina, Texas
Change in Fund Balances - Governmental Funds
Last Ten Fiscal Years (Unaudited)

	Fiscal Year			
	2016	2017	2018	2019
Revenues				
Property taxes	$ 4,453,862	$ 5,374,888	$ 7,454,528	$ 9,864,233
Franchise taxes	429,102	370,949	420,352	516,777
Sales taxes	733,881	958,350	1,150,663	1,248,168
Permits/inspection fees	2,357,289	3,959,914	5,982,027	6,716,762
Component unit contributions	200,000	200,000	200,000	360,000
Development fees	509,870	1,245,943	119,344	110,486
Developer contributions	-	-	-	180,890
Fire Department/EMS fees	910,360	817,691	1,031,818	1,075,263
Fines	283,758	209,806	142,332	137,299
Special events and donations	373,421	250,214	165,188	129,814
Park fees	2,215,582	1,178,028	1,624,159	2,855,844
Impact and capital recovery fees	-	-	-	-
Intergovernmental	-	-	-	-
Other income	397,657	508,311	1,427,017	1,765,739
Interest income	111,776	183,077	436,017	1,031,375
Grants	518,784	1,570	1,610	808,276
Total revenues	13,495,342	15,258,741	20,155,055	26,800,926
Expenditures				
Administration	1,458,673	2,433,180	3,036,201	3,451,032
Judicial	99,803	153,213	172,610	166,197
Fire and EMS	1,731,896	2,041,407	2,445,213	3,930,238
Development services	675,267	868,862	1,787,306	2,799,375
Public works	1,023,572	943,895	5,604,030	1,411,826
Police department	1,414,488	1,688,094	2,374,037	2,935,005
Parks and Rec	819,539	959,343	978,479	1,104,513
Library	153,752	165,768	230,090	229,797
Main street	65,279	55,176	59,285	61,612
Capital outlay	8,542,536	3,656,718	3,837,902	14,435,482
Debt service				
Principal retirement	841,124	1,005,685	1,436,110	2,028,202
Interest and fiscal charges	724,025	782,253	908,016	2,151,331
Bond issuance costs	-	74,569	146,002	-
Total expenditures	17,549,954	14,828,163	23,015,281	34,704,610
Excess (deficiency) of revenues over (under) expenditures	(4,054,612)	430,578	(2,860,226)	(7,903,684)
Other Financing Sources (Uses)				
Sales of Assets	41,825	634,597	-	-
Issuance of leases	-	-	-	340,818
Bond premium	-	-	-	-
Issuance of refunding bonds	-	-	-	-
Payments to refunding bond escrow agent	-	-	-	-
Note/Bond Proceeds	4,510,000	4,462,569	23,042,167	18,014,140
Contributions from component unit	-	-	-	-
Capital contributions	-	-	-	-
Transfers in (out)	2,346,769	492,000	(907,706)	527,000
Total other financing sources (uses)	6,898,594	5,589,166	22,134,461	18,881,958
Net Changes in Fund Balances	$ 2,843,982	$ 6,019,744	$ 19,274,235	$ 10,978,274
Debt Service as a percentage of Non-Capital Expenditures	21.03%	19.21%	14.05%	25.98%

Fiscal Year					
2020	**2021**	**2022**	**2023**	**2024**	**2025**
$ 10,747,355	$ 12,777,734	$ 16,208,733	$ 24,361,749	$ 36,472,698	$ 47,292,543
602,603	602,037	783,188	1,003,967	1,383,145	1,666,323
1,823,693	2,652,260	3,213,081	4,039,188	4,925,187	5,839,562
8,643,113	16,190,503	17,466,229	21,831,320	27,387,624	27,669,235
-	-	-	-	-	-
232,805	2,737,506	865,154	448,342	693,731	200,053
119,478	111,126	103,646	136,371	1,990,203	4,112,830
1,627,366	1,214,615	2,575,378	2,466,362	2,615,044	3,213,117
138,339	95,995	169,647	229,575	365,019	418,163
131,482	281,433	279,990	555,226	455,619	456,780
2,343,250	5,295,776	4,565,744	3,446,693	6,833,765	6,120,732
-	6,429,565	6,378,222	7,368,937	10,741,811	12,870,374
-	-	-	-	821,257	1,651,706
3,643,263	1,918,669	3,935,550	2,708,083	3,405,448	4,180,214
995,261	366,537	917,556	6,083,247	10,225,687	12,305,693
2,764,624	3,636,696	2,347,930	862,378	1,484,708	1,570,953
33,812,632	54,310,452	59,810,048	75,541,438	109,800,946	129,568,278
4,252,519	4,561,954	6,684,391	10,682,222	10,372,416	12,569,824
163,761	181,964	193,302	209,350	251,705	320,990
4,490,395	4,974,980	5,705,911	7,457,252	10,154,751	12,194,697
3,674,903	5,211,399	5,052,683	7,324,358	7,109,979	9,462,285
2,707,462	2,388,149	2,085,811	2,672,084	5,513,254	6,286,955
3,513,316	4,339,652	5,114,496	6,808,085	9,330,964	11,636,257
1,376,035	1,789,800	1,623,183	2,593,832	2,849,204	2,855,890
245,418	242,967	296,204	366,094	407,060	547,495
62,944	75,898	36,325	75,660	106,107	96,003
25,537,609	34,750,342	28,047,957	72,740,029	74,834,673	81,336,124
2,912,011	3,340,200	2,605,000	3,621,453	6,184,673	9,987,712
2,057,217	2,012,300	4,063,385	5,177,070	8,186,374	13,770,560
-	828,202	301,079	491,915	868,533	575,589
50,993,590	64,697,807	61,809,727	120,219,404	136,169,693	161,640,381
(17,180,958)	(10,387,355)	(1,999,679)	(44,677,966)	(26,368,747)	(32,072,103)
-	-	36,221	-	191,558	200,180
-	-	-	538,552	-	-
-	6,595,450	4,033,597	4,611,356	6,177,731	4,396,274
-	7,290,000	-	-	-	-
-	(7,882,414)	-	-	-	(3,030,280)
-	60,285,000	31,275,000	53,892,659	119,695,000	89,155,000
1,173,784	-	-	-	-	-
140,196	-	-	-	-	-
2,752,921	334,103	748,705	(174,168)	(5,690,000)	(3,701,814)
4,066,901	66,622,139	36,093,523	58,868,399	120,374,289	87,019,360
$ (13,114,057)	$ 56,234,784	$ 34,093,844	$ 14,190,433	$ 94,005,542	$ 54,947,257
19.52%	17.87%	19.81%	18.51%	23.43%	29.59%

City of Celina, Texas
Assessed Value of Taxable Property
(Per $100 of Assessed Value)
Last Ten Fiscal Years (Unaudited) **Table 6**

Fiscal Year	Land/ Improvements	Personal Property	Less: Tax-Exempt Property	Total Taxable Assessed Value (1)
2016	734,250,874	34,259,626	106,840,408	661,670,092
2017	951,809,128	39,416,023	117,402,829	873,822,322
2018	1,191,727,090	49,306,703	132,932,108	1,108,101,685
2019	1,641,821,879	57,224,752	194,483,109	1,504,563,522
2020	2,013,074,011	71,064,516	217,620,776	1,866,517,751
2021	2,518,491,508	79,119,287	288,467,439	2,309,143,356
2022	3,252,195,608	93,068,477	378,289,093	2,966,974,992
2023	5,322,159,979	109,829,018	959,732,550	4,472,256,447
2024	7,481,869,043	127,629,924	1,258,884,257	6,350,614,710
2025	9,662,092,765	143,651,492	1,287,172,731	8,518,571,526

Source: Collin County Central Appraisal District and Denton County Appraisal District

Notes: Property is reassessed annually at actual value; therefore, the assessed values are equal to the actual values. Tax rates are per $100 of assessed value.

(1) Includes adjustments to certified rolls. Fiscal Year reports Certified Tax Report from prior calendar year.

City of Celina, Texas
Direct and Overlapping Property Tax Rates
(Per $100 of Assessed Value)
Last Ten Fiscal Years (Unaudited) **Table 7**

	City Direct Rates			Overlappping Rates					
Fiscal Year	Operating/ General Rate	General Obligation Debt Service	Total Direct	Celina ISD	Prosper ISD	Pilot Point ISD	Collin County	Denton County	Collin County Community College
2016	0.4335	0.2115	0.6450	1.6400	1.6700	1.3700	0.2250	0.2484	0.0820
2017	0.4233	0.2217	0.6450	1.6400	1.6700	1.3700	0.2250	0.2378	0.0820
2018	0.4278	0.2172	0.6450	1.6400	1.6700	1.3700	0.1922	0.2255	0.0798
2019	0.4537	0.1913	0.6450	1.6400	1.6700	1.3700	0.1808	0.2253	0.0812
2020	0.4531	0.1919	0.6450	1.5489	1.5684	1.2684	0.1750	0.2418	0.0812
2021	0.4294	0.2156	0.6450	1.4832	1.4927	1.2186	0.1725	0.2418	0.0812
2022	0.4294	0.2156	0.6450	1.4409	1.4603	1.1603	0.1681	0.2333	0.0812
2023	0.3727	0.2621	0.6348	1.4235	1.4429	1.2117	0.1524	0.2344	0.0812
2024	0.3159	0.2963	0.6122	1.2381	1.2575	1.0263	0.1493	0.1939	0.0812
2025	0.2871	0.3111	0.5982	1.2089	1.2141	0.9382	0.1493	0.1859	0.0812

Source: Collin County Appraisal District and Denton County Appraisal District

City of Celina, Texas
Principal Property Tax Payers
Current Year and Nine Years Ago (Unaudited)

Table 8

	2025				2016		
Taxpayer	Taxable Assessed Value	Rank	Percentage of Taxable Assessed Value	Taxpayer	Taxable Assessed Value	Rank	Percentage of Taxable Assessed Value
Pulte Homes of Texas LP	$ 97,098,065	1	1.14%	Celina Town Center LTD	$ 5,985,214	1	0.91%
DD Ownsby Farms LLC	82,812,793	2	0.97%	Celina 682 Partners LP	5,835,900	2	0.88%
SW1 Prosper TX Owner LLC	60,188,022	3	0.71%	Chemtrade Sulfate Chemicals Inc	5,223,562	3	0.79%
MCREF SFR 1 Wilson Creek LLC	54,913,335	4	0.64%	First Texas Homes Inc	4,214,411	4	0.64%
ASD-CEI Oklahoma Drive MM LLC	53,000,000	5	0.62%	Bhakhtiari LLC	4,200,000	5	0.64%
West Shore Bluewood LC	51,750,000	6	0.61%	TXI Operations LP	4,021,900	6	0.61%
SWBC Celina LP	48,839,036	7	0.57%	Brookshire Grocery Company	3,913,153	7	0.59%
SD Celina Property LLC	48,644,129	8	0.57%	D R Horton - Texas LTD	3,867,277	8	0.59%
DHIC - Celina Hills LLC	46,640,560	9	0.55%	Bobcat Crossing LTD	3,839,768	9	0.58%
Nexmetro Groce LP	45,643,120	10	0.54%	CTMGT Frontier 80 LLC	3,805,355	10	0.58%
Total	$ 589,529,060		6.92%	Total	$ 44,906,540		6.81%

Source: Collin County Appraisal District

Notes: Tax Payers are assessed on January 1, 2024, for the 2025 fiscal year and January 1, 2015, for the 2016 fiscal year.

The majority of the property taxes are collected in Collin County; therefore, those principal taxpayers are shown above.

City of Celina, Texas
Property Tax Levies and Collections
(Unaudited) **Table 9**

Fiscal Year	Total Tax Levy for Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	% of Levy		Amount	% of Levy
2016	4,483,759	4,261,734	95.05%	147,080	4,483,759	100.00%
2017	5,579,944	5,396,743	96.72%	222,025	5,579,944	100.00%
2018	7,659,627	7,129,348	93.08%	183,201	7,659,628	100.00%
2019	10,770,158	10,292,771	95.57%	530,280	10,770,157	100.00%
2020	12,058,075	11,897,363	98.67%	160,712	12,058,075	100.00%
2021	14,855,572	14,758,839	99.35%	96,733	14,855,572	100.00%
2022	18,919,351	18,838,343	99.57%	81,008	18,919,351	100.00%
2023	27,837,667	27,740,998	99.65%	96,669	27,837,667	100.00%
2024	38,488,068	38,165,888	99.16%	225,551	38,391,439	99.75%
2025	50,365,227	49,655,855	98.59%	-	49,655,855	98.59%

Source: Collin County Tax Assessor Collector and Denton County Tax Assessor Collector

Note: A portion of the above property tax goes toward repayment of Special Assessment Revenue Bonds related to the Public Improvement Districts (PID) and is not recorded in the City's financial statements.

City of Celina, Texas
Ratio of Outstanding Debt by Type Last Ten Fiscal Years
(Unaudited)

	Governmental Activities					
Fiscal Year	General Obligation Bonds	Certificate of Obligation	Capital Lease	Lease Liability	Subscription Liability	Bond Premiums
2016	4,249,490	18,237,025	-	-		-
2017	3,880,431	22,013,573	-	-		-
2018	9,342,795	36,860,000	-	-		-
2019	7,995,000	52,890,000	-	-		-
2020	7,115,000	50,940,200	185,405	-		2,816,179
2021	10,860,000	103,695,000	98,876	-		8,840,984
2022	10,010,000	133,215,000	-	-		11,899,585
2023	9,140,000	184,502,659	-	420,792	102,527	15,231,815
2024	8,240,000	299,035,000	-	322,683	78,622	19,791,092
2025	10,065,000	373,520,000	-	219,992	53,601	22,124,309

Source: City of Celina Audit Reports

N/A - Information not available for the most current year

Notes: Details regarding the City's outstanding debt is found in the notes to the financial statements. Bond premiums and Capital Lease were included beginning in fiscal year 2020. Bond premiums will be included on a go forward basis. Capital lease was removed with the adoption of GASB 87.

Lease liability was included beginning in fiscal year 2022 and will be included on a go forward basis.

Subscription liability was included beginning in fiscal year 2023 and will be included on a go forward basis.

*See Table 15 for personal income and population data.

Business-Type Activities							
General Obligation Bonds	Certificate of Obligation	Bond Premiums	Other Obligations	Note Payable	Total Primary Government	% of Personal Income	Per Capita*
3,965,510	26,047,975	-	18,704	-	52,518,704	N/A	6,836
3,359,570	30,731,425	-	-	-	59,984,999	15.95%	5,818
2,185,000	59,620,000	-	-	-	108,007,795	20.04%	8,251
1,750,000	76,675,000	-	-	-	139,310,000	22.28%	7,880
1,305,000	74,769,800	4,331,683	-	1,151,000	142,614,267	15.90%	6,655
845,000	101,080,000	6,068,665	-	925,526	232,414,051	20.67%	9,225
430,000	129,340,000	9,359,301	-	700,051	294,953,937	24.29%	9,276
-	161,487,341	11,522,361	-	18,000,000	400,407,495	20.74%	7,264
460,000	170,280,000	11,184,935	-	17,000,000	526,392,332	19.85%	9,103
10,215,000	208,810,000	12,926,318	-	16,000,000	653,934,220	16.85%	10,421

City of Celina, Texas
Ratios of General Bonded Debt Outstanding Last Ten Fiscal Years
(Unaudited) **Table 11**

Fiscal Year	General Bonded Debt Outstanding	Less Debt Service Fund	Net Bonded Debt	Percentage of Appraised Value (1) of Property	Per Capita (2)
2016	52,518,704	901,524	51,617,180	7.80%	6,718
2017	59,984,999	1,374,295	58,610,704	6.71%	5,685
2018	108,007,795	1,825,333	106,182,462	9.58%	8,112
2019	139,310,000	2,497,665	136,812,335	9.09%	7,738
2020	141,463,267	2,228,648	139,234,619	7.46%	6,497
2021	231,488,525	2,166,835	229,321,690	9.93%	9,102
2022	294,253,886	1,968,883	292,285,003	9.85%	9,193
2023	381,884,176	3,689,413	378,194,763	8.46%	10,797
2024	508,991,027	7,640,809	501,350,218	7.89%	10,934
2025	602,610,000	4,118,266	598,491,734	7.03%	9,679

Source: (1) See Table 6 for property value data

(2) Population data can be found in Table 15

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements. The amounts presented are net of bond premiums.

City of Celina, Texas
Legal Debt Margin Information Last Ten Fiscal Years
(Unaudited) **Table 12**

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Tax rate limit	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50
Current tax rate	0.6450	0.6450	0.6450	0.6450	0.6450	0.6450	0.6450	0.6348	0.6122	0.5982
Available tax rate	$ 1.86	$ 1.86	$ 1.86	$ 1.86	$ 1.86	$ 1.86	$ 1.86	$ 1.87	$ 1.89	$ 1.90

Notes: The City Charter of the City of Celina, Texas does not provide for a debt limit. Under provisions of state law, the maximum tax rate is limited to $2.50 per $100 assessed valuation. No direct bond debt limitation is imposed on the City under current state law.

City of Celina, Texas
Direct and Overlapping Governmental Activities Debt
As of September 30, 2025
(Unaudited) **Table 13**

Governmental Unit	Gross Bonded Debt	% of Debt Applicable to Area (1)	Celina Share of Overlapping Debt
Debt Repaid with Property Taxes			
Celina ISD	$ 657,805,000	70.53%	$ 463,949,867
Collin County	982,755,000	2.73%	26,829,212
Collin County CCD	438,250,000	2.73%	11,964,225
Denton County	721,100,000	0.64%	4,615,040
Pilot Point ISD	43,125,000	0.02%	8,625
Prosper ISD	2,438,331,426	14.76%	359,897,718
Subtotal, overlapping debt	5,281,366,426		867,264,686
City of Celina (direct debt)	405,709,309	100.00%	405,709,309
Total direct and overlapping debt			$ 1,272,973,995

Notes: Details regarding the City's outsanding debt is found in the notes to the financial statements. The amounts presented are net of bond premiums.

(1) The percentage of overlapping debt applicable is estimated using taxable assessed property values (before freeze loss). Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the city's boundaries and dividing it by each unit's total taxable assessed value.

City of Celina, Texas
Pledged Revenue Coverage
As of September 30, 2025 (Unaudited)
Last Ten Fiscal Years **Table 14**

Fiscal Year	Water and Sewer System Revenue Bonds				
	Total Revenue (1)	Less: Operating Expense (2)	Net Available Revenue	Annual Requirement (3)	Times Coverage
2016	10,171,180	7,059,651	3,111,529	1,697,450	1.83
2017	13,742,320	8,982,382	4,759,938	1,892,430	2.52
2018	20,271,504	10,604,055	9,667,449	1,520,733	6.36
2019	22,258,314	10,927,759	11,330,555	3,398,343	3.33
2020	27,408,299	11,652,539	15,755,760	4,880,253	3.23
2021	41,637,280	14,304,459	27,332,821	7,419,169	3.68
2022	44,328,012	13,891,799	30,436,213	10,442,961	2.91
2023	52,445,995	19,406,039	33,039,956	12,994,745	2.54
2024	71,390,435	23,287,286	48,103,149	13,514,603	3.56
2025	79,698,038	28,982,063	50,715,975	16,599,086	3.06

(1) Includes operating revenues and investment income

(2) Includes operating expenses minus depreciation

(3) Includes Principal and Interest (represents average annual requirement)

City of Celina, Texas
Demographic and Economic Statistics
Last Ten Fiscal Years
(Unaudited) **Table 15**

Fiscal Year	Estimated Population (1)	Personal Income (2)	Per Capita Income (5)	School Enrollment (3)	Unemployment Rate (4)
2016	7,683	N/A	N/A	2,353	3.8%
2017	10,310	376,036,630	36,473	2,425	3.2%
2018	13,090	538,967,660	41,174	2,568	3.3%
2019	17,680	625,394,640	35,373	2,723	3.3%
2020	21,430	758,043,390	35,373	2,831	3.2%
2021	25,195	1,054,561,920	41,856	3,429	3.4%
2022	31,796	1,587,510,688	49,928	3,932	5.6%
2023	35,028	1,930,918,500	55,125	4,410	3.7%
2024	45,854	2,651,645,112	57,828	5,478	3.7%
2025	61,834	3,575,736,552	57,828	61,414	4.2%

(1) Source: North Central Texas Council of Governments April 2024 publication

(2) Source: Personal Income calculated by multiplying estimated population by per capita income.

(3) Source: Celina Independent School District

(4) Source: Texas Workforce Commission calendar year 2024 for Collin County

(5) Source: U.S. Central Bureau QuickFacts

City of Celina, Texas
Top Employers
Fiscal Year Ended September 30, 2025 (Unaudited) **Table 16**

2025		2019	
Major Employers in Celina, Texas		**Major Employers in Celina, Texas**	
Employer	**# of Employees**	**Employer**	**# of Employees**
Celina ISD	815	Celina ISD	329
City of Celina	364	City of Celina	124
Methodist Celina Medical Center	200	Celina Ready-Mix Concrete	69
Keller Williams - North Country	191	Fini Enterprises	68
Settlers Ridge Care Center	120	Brookshire	67
Brookshire	98	Dickerson Construction	23
Collin College	92	Independent Bank	18
Kimley-Horn	58		
Southwest Erosion Control	57		
Burnco	56		

Source: Respective entities

City of Celina, Texas
Full Time Equivalent City Government Employees by Function/Program
As of September 30, 2025 (Unaudited)
Last Ten Fiscal Years **Table 17**

Function/Program	Dept.	Fiscal Year 2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
GIS	101	N/A	N/A	N/A	1	1	2	2	3	3	4
Facilities	102	N/A	N/A	N/A	1	1	2	2	2	2	2
Information Technology	103	N/A	N/A	N/A	3	2	1	3	4	5	6
Finance	104	N/A	N/A	N/A	8	7	9	10	11	13	13
Library	105	3	2.5	3.5	3.5	3.5	2.5	5	5.5	7.5	9.5
City Secretary	106	2	3	4	2	1	1	2	2	2	2
Development Services	107	9	10	16	20	18	23	29	31	32	22
Administration	108	6	6	9	4	5	7	7	9	8	3
Municipal Court	109	1	2	2	3	2	2	2	2	3	3
Fire and EMS	110	16	19	22	41	41	42	46	60	66	81
Streets*	111	7	7	7	7	5	5	7	9	12	15
Police	112	17	19	21	27	30	33	46	54	63	71
Parks	113	5	7	7	8	7	11	14	15	19	20
Community Relations/Marketing	114	1	1	1	1	2	4	5	7	7	7
Engineering	115	4	6	6	9	8	13	15	16	18	21
Human Resources	116	N/A	N/A	N/A	2	3	3	3	4	5	5
Main Street	127	1	1	1	1	1	N/A	N/A	N/A	N/A	N/A
Planning	128	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	11
Code Services	129	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3
Strategic Services	130	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	6
Total general fund		72.0	83.5	99.5	141.5	137.5	160.5	198.0	234.5	265.8	304.8
Water*	118	10	10.5	14	14	12	17	22	22	23	25
Wastewater*	119	4	5.5	7	8	7	7	12	13	15	10
Wastewater treatment*		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	9
Utility billing	120	N/A	3.50	N/A	3	3	5	6	6	7	8
Fleet	125	N/A	N/A	N/A	N/A	N/A	N/A	1	1	1	1
Drainage/Stormwater*	124	N/A	N/A	N/A	N/A	N/A	N/A	4	4	4	6
Total water and wastewater fund		14.0	19.5	21.0	25.0	22.0	29.0	45.0	46.0	50.0	59.0
Total FTE – all funds		86.0	103.0	120.5	166.5	159.5	189.5	243.0	280.5	315.8	363.8

*From Public works

City of Celina, Texas
Operating Indicators by Function
Last Ten Fiscal Years
(Unaudited)

Table 18

	Fiscal Year									
Function/Program	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**
Police										
Number of police officers	16	20	21	27	30	30	46	57	62	68
Average response time (in minutes)	6	6	5	8	9	6	10	14	7	7
Calls for service	18,414	13,422	14,852	17,231	20,402	18,537	18,374	24,059	42,421	42,246
Fire										
Number of calls answered	946	1,174	1,422	1,516	1,686	1,992	2,385	2,989	3,138	3,716
Number of firefighters	14	15	19	41	41	41	46	57	67	77
Number of EMS runs	521	641	704	796	885	1,093	1,353	1,664	1,906	2,153
Development Services										
Number of inspections	9,350	34,628	40,009	46,069	49,018	67,542	69,870	93,460	105,184	81,138
Total number of permits issued (all types)	1,688	3,021	2,925	2,548	2,908	4,296	3,783	4,477	5,799	7,094
Municipal Court										
Number of new cases filed	2,520	2,000	1,214	1,260	1,258	870	1,485	2,309	3,773	3,543
Fines & fees collected	471,843	400,000	222,750	196,932	211,828	183,228	284,663	348,259	620,212	707,281
Streets										
Miles of streets*	154	213	241	352	370	382	279	319	363	324
Miles of storm sewer	39	48	48	67	82	108	110	130	156	184
Acres of drainage right of way	9	9	9	9	11	15	15	15	15	15
Regulatory and warning signs	733	753	800	880	947	1,247	1,620	1,668	1,689	1,743
Water										
Gallons of water treated (in million gal.)	508	671	792	815	959	1,192	1,631	1,801	2,283	2,293
Miles of water lines	112	134	168	175	184	212	228	265	308	354
Number of valves	1,833	2,504	3,581	4,060	4,585	5,888	8,754	10,179	11,497	11,827
Number of fire hydrants	626	998	1,352	1,415	1,536	1,928	2,735	3,116	3,624	3,538
Number of water meters	3,875	4,598	5,948	6,862	8,135	9,908	10,754	13,616	15,845	18,545
Wastewater										
Gallons of WW treated (in million gal.)	85	180	209	229	194	199	179	221	288	270
Miles of sewer lines	74	94	122	138	142	168	174	201	244	282
Number of lift stations	11	11	11	11	11	11	11	11	11	12
Utilities										
Number of active customers	3,902	4,584	5,955	6,862	8,141	9,957	11,426	13,501	16,122	18,361
Number of new customers	1,597	2,054	2,464	2,682	3,764	1,465	1,469	2,075	2,621	2,489

* City Maintained, Before 2022, the number reported was miles of streets within the ultimate City boundary, which included streets maintained by City, County, State, and private entities.

Source: City Departments

City of Celina, Texas
Capital Asset Statistics by Function/Program
Last Ten Fiscal Years
(Unaudited)

Table 19

	Fiscal Year									
Function/Program	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Fire										
Stations	1	1	1	1	2	2	2	2	3	3
Library	1	1	1	1	1	1	1	1	1	1
Parks and Recreation										
Park Acreage	164.7	164.7	164.7	215.9	436.3	472.0	472.0	707.0	707.0	735.0
Public Parks	3	3	3	3	3	3	3	3	3	11
Streets										
Miles of Streets	154	213	241	352	370	382	279	319	363	324
Water and Wastewater										
Miles of Water Lines	112	134	168	175	184	212	228	265	308	354
Miles of Sewer Lines	74	94	122	138	142	168	168	201	244	282
Number of Lift Stations	11	11	11	11	11	11	11	11	11	12

Source: City Departments



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City of Celina, Texas

Single Audit Reports

September 30, 2025

City of Celina, Texas
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September 30, 2025

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City of Celina, Texas
Schedule of Expenditures of Federal Awards
Year Ended September 30, 2025

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Provided to Subrecipients	Total Federal Expenditures
Department of Transportation				
Passed through from Texas Department of Transportation:				
Highway Safety Cluster				
National Priority Safety Programs	20.616	2025-CelinaPD-IDM-00039	$ -	$ 6,836
Total Department of Transportation			**-**	**6,836**
Department of Treasury				
Direct Program:				
COVID-19 – Coronavirus State and Local Fiscal Recovery Funds	21.027		-	180,860
Total Department of Treasury			**-**	**180,860**
Institute of Museum and Library Services				
Passed through from Texas State Library and Archives Commission:				
Grants to States	45.310	SPP-25001	-	60,778
Total Institute of Museum and Library Services			**-**	**60,778**
Department of Homeland Security				
Direct Programs:				
Staffing for Adequate Fire and Emergency Response (SAFER)	97.083		-	1,428,273
State and Local Cybersecurity Grant Program Tribal Cybersecurity Grant Program	97.137		-	65,637
Total Department of Homeland Security			**-**	**1,493,910**
Total Federal Awards Expended			**$ -**	**$ 1,742,384**

The accompanying notes are an integral part of this Schedule.

Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (Schedule) includes the federal award activity of the City of Celina, Texas (City) under programs of the federal government for the year ended September 30, 2025. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position/fund balance, or cash flows of the City.

Note 2. Summary of Significant Accounting Policies

Expenditures are reported on the Schedule on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts, if any, shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

Note 3. Indirect Cost Rate

The City has elected not to use the de minimis indirect cost rate allowed under the Uniform Guidance.

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Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

Independent Auditor's Report

The Honorable Mayor and
Members of the City Council
City of Celina, Texas

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Celina, Texas (City), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 4, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Forvis Mazars, LLP

Dallas, Texas
March 4, 2026

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Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

Independent Auditor's Report

The Honorable Mayor and
Members of the City Council
City of Celina, Texas

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited the City of Celina, Texas's (City) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on the City's major federal program for the year ended September 30, 2025. The City's major federal program is identified in the Summary of Auditor's Results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2025.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards);* and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We have issued our report thereon dated March 4, 2026, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Forvis Mazars, LLP

Dallas, Texas
March 4, 2026

City of Celina, Texas
Schedule of Findings and Questioned Costs
Year Ended September 30, 2025

Section I – Summary of Auditor's Results

Financial Statements

1. Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:

   ☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimer

2. Internal control over financial reporting:

   Significant deficiency(ies) identified? ☐ Yes ☒ None reported

   Material weakness(es) identified? ☐ Yes ☒ No

3. Noncompliance material to the financial statements noted? ☐ Yes ☒ No

Federal Awards

4. Internal control over the major federal awards program:

   Significant deficiency(ies) identified? ☐ Yes ☒ None reported

   Material weakness(es) identified? ☐ Yes ☒ No

5. Type of auditor's report issued on compliance for the major federal program:

   ☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimer

6. Any audit findings disclosed that are required to be reported by 2 CFR 200.516(a)?

   ☐ Yes ☒ No

7. Identification of the major federal program:

Assistance Listing Number	Cluster/Program
97.083	Staffing for Adequate Fire and Emergency Response (SAFER)

8. Dollar threshold used to distinguish between Type A and Type B programs: $1,000,000.

9. Auditee qualified as a low-risk auditee? ☒ Yes ☐ No

Section II – Financial Statement Findings

Reference Number	Finding

No matters are reportable.

Section III – Federal Award Findings and Questioned Costs

Reference Number	Finding

No matters are reportable.

City of Celina, Texas
Summary Schedule of Prior Audit Findings
Year Ended September 30, 2025

Reference Number	Summary of Finding	Status
	No matters are reportable.	

Life Connected.

Engineering (Purchasing)
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Kimberly Brawner, Assistant City Manager, Karla Stovall, Assistant City Manager
CC: Robert Ranc, City Manager
Date: March 10, 2026

Agenda Item:
Consider and act to approve a Resolution adopting the 2026-2030 Five-year Capital Improvements Program. (Brawner, Stovall)

Background Information:
The City of Celina establishes an annual capital improvement program (CIP) list each year to identify where funds should be spent. The CIP projects include drainage, water, wastewater, roadways, emergency services, parks, facilities, and information technology.

Staff presented the proposed CIP at a workshop session of City Council in February 2026 for discussion related to downtown street construction. At the February meeting, City Council directed staff to build the FY2026 - FY 2030 CIP with special consideration for a program to convert all downtown roads to concrete, with curb, gutter, and sidewalk, within the next 10 - 15 years. The proposed CIP incorporates the direction staff received from the City Council at the February meeting. The attached staff presentation provides a detailed review of the projects proposed for FY 2026 and overview of the upcoming capital projects within the five-year planning window. The Total Capital Improvements Projects for 2026 total $189,549,910.

The attached Resolution confirms the 2026 CIP list only. Projects listed in 2027 - 2030 are for planning purposes only. This list is updated annually and adjusted accordingly.

Legal Review:
Legal has reviewed and approved the proposed Resolution.

Supporting Documents:
1. Staff Presentation
2. Resolution
3. Five-Year 2026-2030 Capital Improvement Program

Financial Consideration:
Expenditure will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends approval.



5 Year Capital Improvement Plan

2026 - 2030

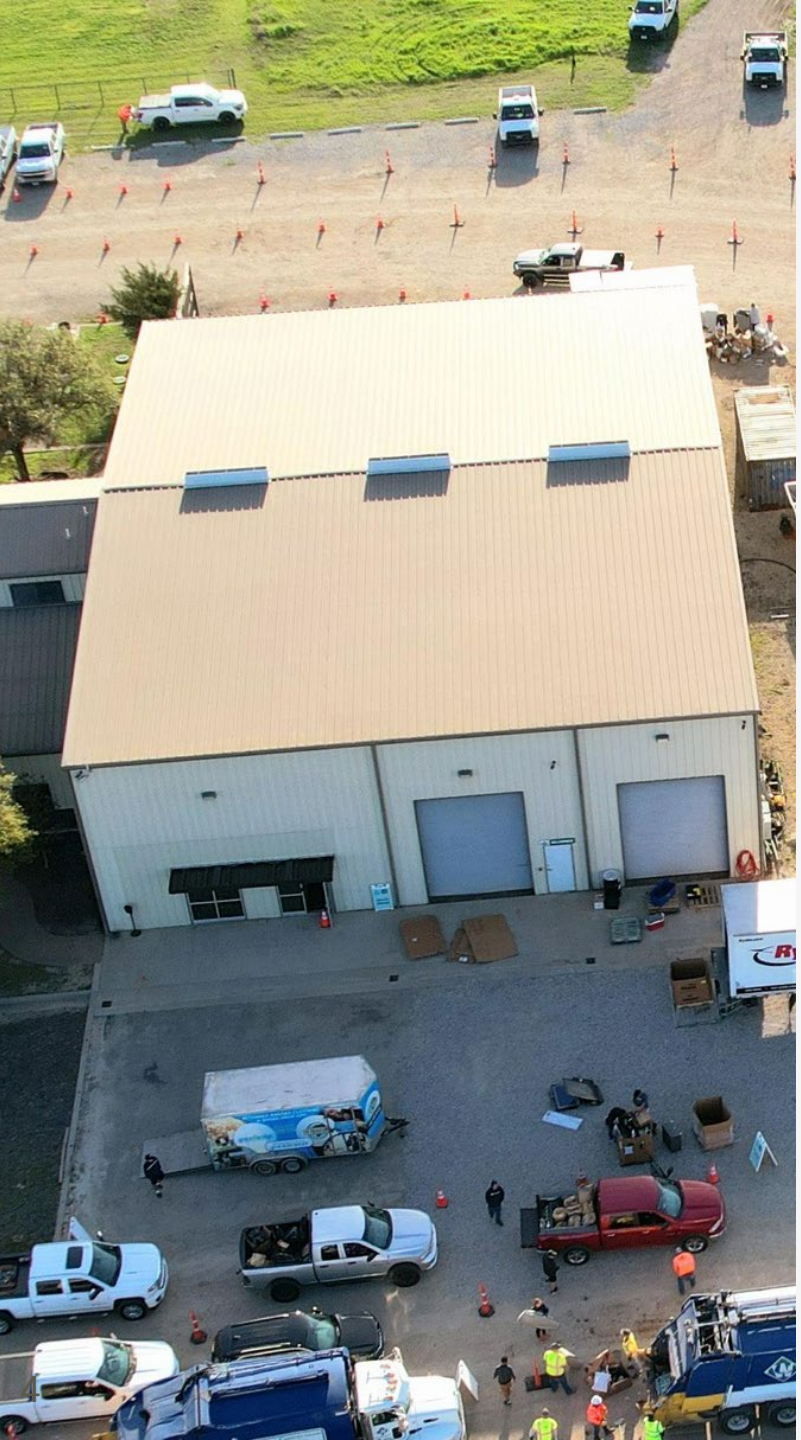
March 10, 2026

2026 - 2030 CIP - Funding by Project Type

Project Type	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget
Water/Wastewater Utilities	$86,847,967	$82,411,000	$92,926,000	$56,750,000	$65,250,000
Drainage	$1,750,000	$1,750,000	$1,750,000	$1,750,000	$1,750,000
Public Safety	$3,500,000	$27,125,000	$16,425,000	$15,025,000	$18,125,000
Information Technology	$3,700,000	$3,600,000	$7,002,000	$2,950,000	$1,850,000
Parks	$18,200,000	$23,050,000	$18,250,000	$12,000,000	$0
Facilities	$7,500,000	$5,500,000	$500,000	$500,000	$2,000,000
Roadways	$68,051,943	$49,320,566	$41,366,266	$59,986,100	$55,050,000
Total	$189,549,910	$192,756,566	$178,219,266	$148,961,100	$144,025,000

2026 - 2030 CIP - Funding by Funding Source

Funding Source	Budget
General Bonds	$360,000,000
CDC Bonds	$36,700,000
Water/Wastewater Utility Bonds	$316,050,000
Street Construction Fund	$14,735,000
Roadway Impact Fees	$14,250,000
Roadway Capital Fees	$18,000,000
Water/Wastewater Utility Capital Fees	$28,300,000
Water/Wastewater Impact Fees	$23,500,000
Drainage Fund	$12,149,050
Park Development Fees	$21,838,731
TIRZ 11	$13,641,269
Technology Fund	$4,390,000
Developer Receivable Funds	$10,200,000
Integrity Fund	$3,700,000
Total	$877,454,050



2026 Facilities Projects

Project	2026 Funding
City Hall Parking Property Acquisition	$500,000
Public Works Parking Lot Phase 2	$3,000,000
Public Works Parking Lot Phase 3	$4,000,000
Total	**$7,500,000**



2026 Information Technology

Project	2026 Funding
Annual IT Fiber Allocation	$1,500,000
Primary Data Center Refresh	$1,500,000
Phone System Replacement	$500,000
Audio/ Visual Refresh	$200,000
Total	**$3,700,000**



2026 Park Projects

Project	2026 Funding
Ousley Park Construction	$16,700,000
Old Celina Park Field 3 Turf Conversion	$1,500,000
Total	**$18,200,000**



2026 Public Safety Projects

Project	2026 Funding
Permanent Fire Station #2 Design	$3,000,000
Emergency Sirens	$500,000
Total	**$3,500,000**



Roadway Projects



2026 General Roadway (1)

Project	2026 Funding
Carey Rd - Smiley to Legacy	$3,250,000
Choate Pkwy - Kinship to Roseland	$1,417,000
Coit Road - Choate to Outer Loop	$1,942,560
Coit Road - Frontier to 1400' N	$1,300,000
Coit Rd - J Fred to GA Moore	$2,000,000
DNT Intersection Improvements	$4,418,232
Doe Branch Blvd - DNT to CR 50	$2,100,000
J Fred Smith - Lakeway to Coit	$4,620,536
Kristina Court	$1,200,000
Legacy Dr - Punk Carter to FM 428/Outer Loop	$50,548
Legacy Dr - Celina Pkwy to Louisiana	$3,800,000



2026 General Roadway (2)

Project	2026 Funding
Lynn Stambaugh (CR 94) - Preston to Coit	$1,020,000
Marilee Rd Asphalt Improvements	$3,500,000
Parvin Rd - FM 1385 to DNT	$5,000,000
Preston Rd Right Turn Lane	$500,000
NB Right Turn Lane on Preston @ Punk Carter	$493,644
Roseland & Sunset Reimbursement	$3,310,723
School Zones	$100,000
Stallcup Blvd - Preston to Serenade	$2,009,700
Street Construction	$2,083,000
Traffic Signals	$86,000
Subtotal	**$44,201,943**



2026 Downtown Streets (1)

Project	2026 Funding
S Ohio & S Louisiana - Ash to south End	$6,000,000
N Illinois - Pecan to Walnut	$2,150,000
S Alabama - Sunset to W Oak	$1,200,000
S Louisiana - Ash to Main	$1,300,000
W Elm St - BNSF to Louisiana	$300,000
W Ash St - BNSF to Louisiana	$300,000
Cherrywood - Oklahoma to east End	$300,000
S Arkansas - Ash to Pecan	$1,300,000
E Elm St - Preston to Texas	$350,000
E Oak St - Arkansas to Texas	$350,000
S Texas - Ash to Elm	$500,000



2026 Downtown Streets (2)

Project	2026 Funding
W Pecan - Louisiana to Colorado	$600,000
N Ohio - Walnut to N of Beech	$600,000
S Ohio Drive - Ash to Main	$700,000
S Louisiana - Ash to Main	$1,300,000
W Elm St - Louisiana to S Ohio	$200,000
W Oak St - S Louisisna to Ohio	$200,000
W Ash St - S Louisiana to Ohio	$200,000
S Colorado - Ash to Elm	$700,000
W Ash - Ohio to Colorado	$200,000
W Oak St - Ohio to Colorado	$200,000
W Elm St - Ohio to Colorado	$200,000
Subtotal	**$17,850,000**



2026 Annual Street Maintenance

Project	2026 Funding
FDR, Pressure Pave, Surface Treatment	$3,550,000
Spot Repair	$1,000,000
Crack Sealing	$250,000
Striping	$600,000
Panel Replacement	$500,000
Sidewalk Repairs	$100,000
Total	**$6,000,000**



2026 ASM - Additional Detail

Full Depth Reclamation, Pressure Pave, or Surface Treatment

Project	2026 Funding
Beech St - Colorado to Illinois	$150,000
N Illinois - Pecan to Maple	$150,000
E Walnut - Oklahoma to Louisiana	$150,000
N New Mexico - Pecan to Maple	$200,000
N Arizona - Pecan to Maple	$150,000
Maple - N Ohio to Illinois	$250,000
N Ohio - Beech to Maple	$200,000
CR 127 - Custer to Sunset	$300,000
Quail Hollow	$100,000
Harvest Glen	$100,000
GA Moore - Preston to Louisiana	$400,000
CR 134 - Preston to Coit	$400,000
Supplemental Repair	$1,000,000
Total	**$3,550,000**



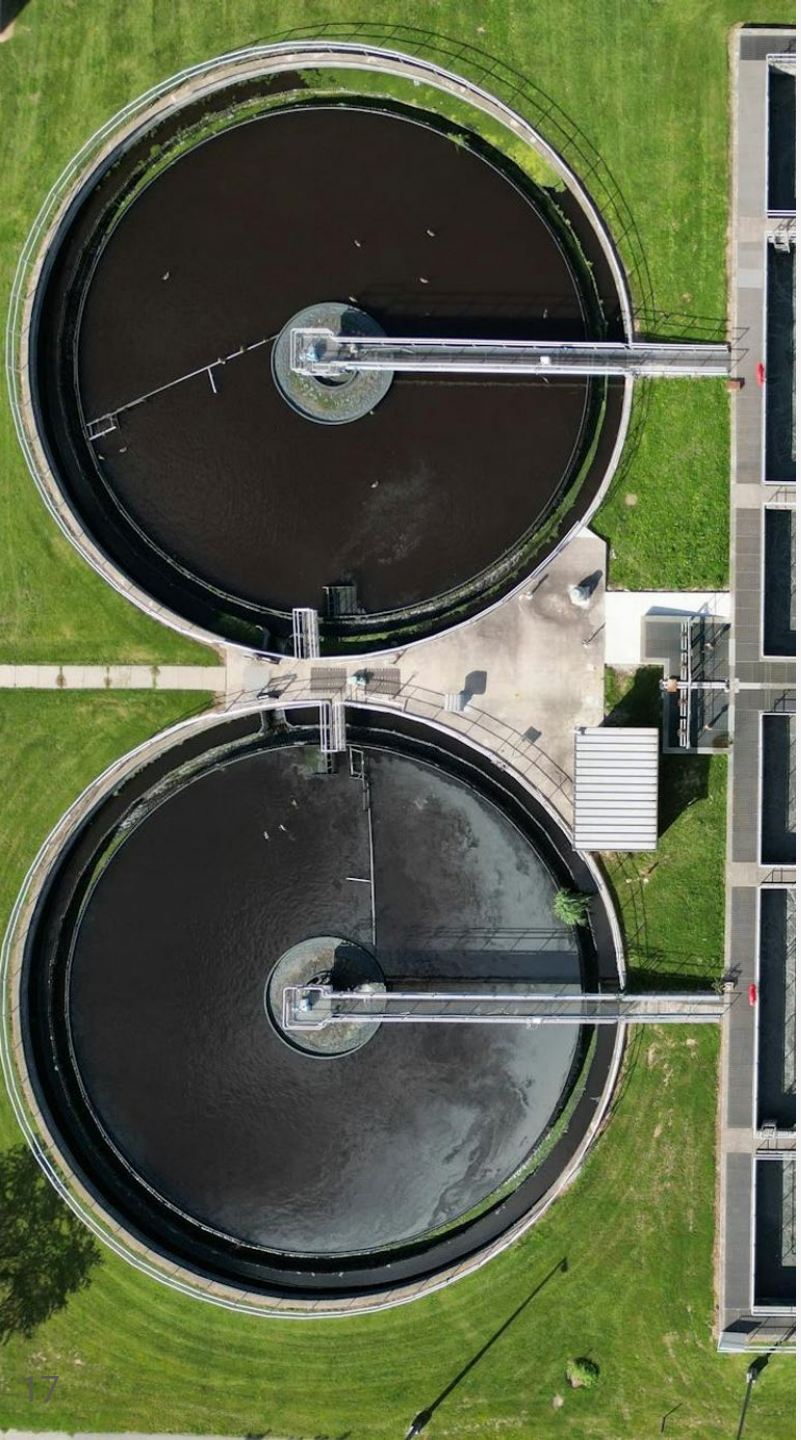
2026 Roadway Summary

Project	2026 Funding
General Roadway	$44,201,943
Downtown Streets	$17,850,000
Annual Street Maintenance	$6,000,000
Total	**$68,051,943**



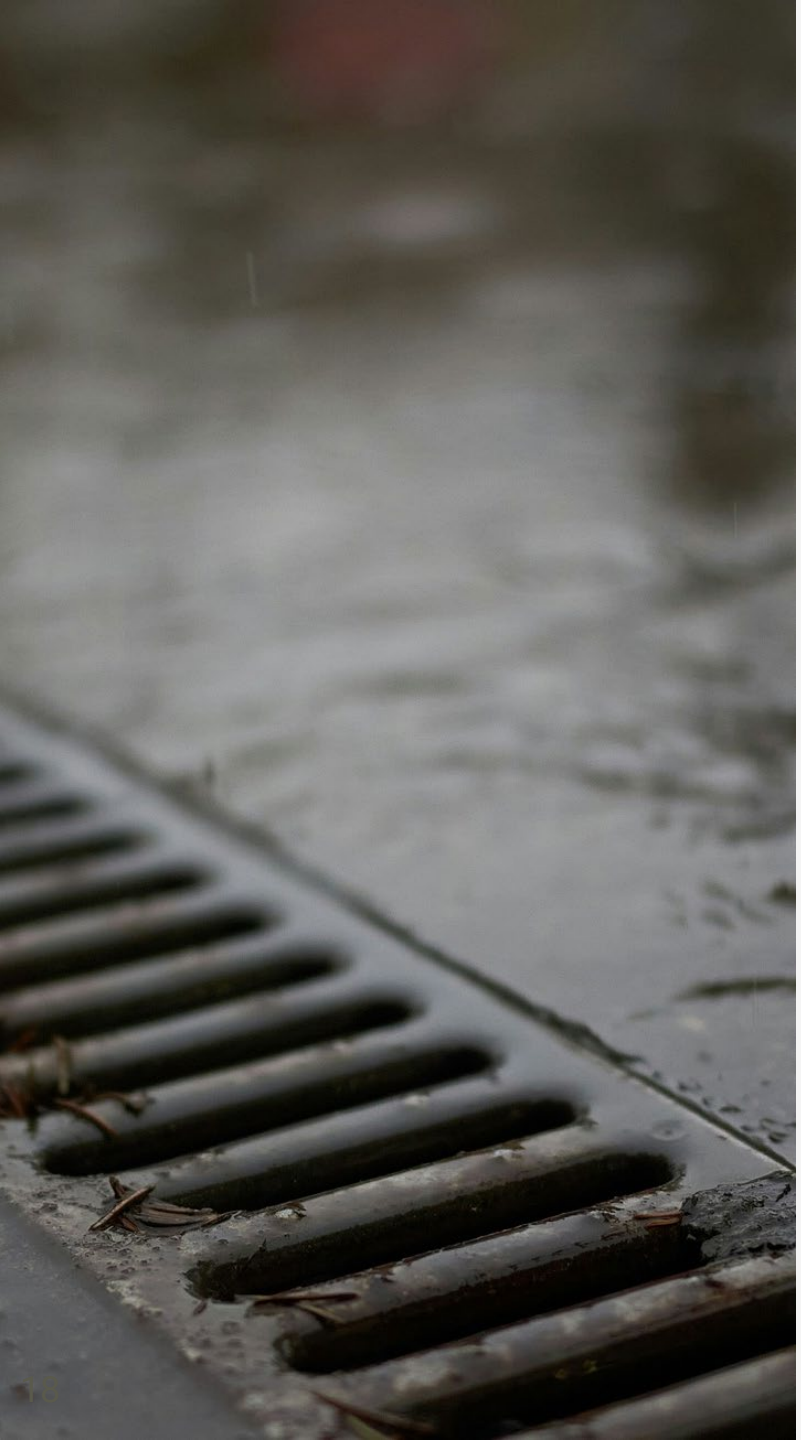
2026 Water Projects

Project	2026 Funding
SE Pump Station & Ground Storage Tank	$28,500,000
Glendenning Transmission Line	$16,000,000
Marilee CCN Acquisition	$2,000,000
Celina Road & SE Pump Station Wells	$8,150,000
Choate Pkwy - Kinship to Roseland Water line	$1,254,000
Ramble Waterline Oversize	$3,000,000
Frontier Waterline Oversize	$16,125
Hillside Village Water Upsize	$106,280
Water Conservation Ordinance Review	$75,000
Total	**$59,101,405**



2026 Wastewater Projects

Project	2026 Funding
Downtown WWTP Expansion	$20,000,000
Serenade Sewer Upsize	$2,026,562
Utility Oversizing	$1,570,000
Downtown Sewer Improvements	$1,000,000
Ramble Sewer Upsize	$3,150,000
Total	**$27,746,562**



2026 Storm Drain Projects

Project	2026 Funding
Annual Maintenance	$750,000
Downtown Drainage	$1,000,000
Total	**$1,750,000**

2026 - 2030 CIP - Funding by Project Type

Project Type	2026 Budget
Facilities	$7,500,000
Information Technology	$3,700,000
Parks	$18,200,000
Public Safety	$3,500,000
Roadway	$68,051,943
Water/Wastewater Utilities	$86,847,967
Drainage	$1,750,000
Total	**$189,549,910**



Questions?

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR YEARS 2026 THROUGH 2030; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina ("City") Charter requires the City Manager to annually submit to the City Council of the City ("City Council") a capital improvement program; and

WHEREAS, the City Manager hereby submits to City Council the five-year Capital Improvement Program for the years 2026-2030; and

WHEREAS, the City Council has investigated and determined and hereby finds that it is in the best interests of the residents of Celina to adopt the five-year Capital Improvement Program for the years 2026-2030.

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

SECTION 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. The City Council hereby adopts the five-year Capital Improvement Program for years 2026-2030, attached hereto and incorporated as if set forth fully herein as **Exhibit "A".**

SECTION 3. This Resolution shall become effective immediately upon its passage and adoption in accordance with state law and Charter.

PASSED AND APPROVED this 10th day of March, 2026

_____
Ryan Tubbs,
Mayor

ATTEST:

_____
Ashley Owens,
City Secretary

Exhibit A

City of Celina Capital Improvement Program 2026-2030

CAPITAL IMPROVEMENT PROGRAM

5-YEAR (2026-2030)



CELINA
TEXAS
EST. 1876
Life Connected.


CELINA
DOWNTOWN
CELINA
EST. 1876
TEXAS

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Capital Improvement Program

The Five-Year Capital Improvement Program (CIP) provides a comprehensive summary of the City's plans, priorities, and projections for capital projects. As the community continues to grow, it is important to plan for the infrastructure, facilities, and maintenance needed to support and enhance the services the City provides to residents. The Five-Year CIP and annual Budget, together, tell the story of how the City is investing taxpayer money in order to promote fiscal responsibility and transparency.

The Five-Year CIP is comprised of the capital projects the City anticipates initiating in each of the next five fiscal years (2026 through 2030), as well as the funding sources for those projects. A capital project is a large, long-term project that acquires, builds, adds to, or prolongs the life of an asset. These projects generally take one or more years to complete, require a significant investment of money, and are useful for many years. Some examples of capital projects are roads, library buildings, recreation centers, water distribution lines, water tanks and towers, stormwater collection pipes, building renovations, and more. Many of these projects also require investments in personnel and other operating expenses, which are planned in the City's annual operating budget.

DRIVERS

The primary drivers for the Five-Year CIP are:

- Celina is one of the fastest growing cities in America;
- Meeting today's needs while planning for the future; and
- Fiscal responsibility.

Celina is one of the fastest growing cities in America. The City's population is projected to increase by 12,597 from 54,635 to 67,232 in FY 2026. The City estimates to issue 2,400 single family home permits for FY 2026, down from 2,643 in the prior year. With this growth, there is an increasing demand for services and infrastructure.

The City also seeks to both meet today's needs and plan for future needs. To accomplish this, both the budget and Five-Year CIP have been prepared using the guiding principles established in the City's Strategic Plan, Comprehensive Plan, and Core Values. Additionally, the five-year projection timeline is used to help us see how this years' decisions impact the City's ability to meet future needs. This combined short-term and long-term approach will help the City to adapt to the changing needs of our residents throughout the growth cycle.

Transparency and fiscal responsibility are cornerstones of our approach. We are committed to ensuring that today's decisions promote long-term sustainability. This document highlights the efforts to manage the City's finances prudently while addressing the immediate and long-term needs of the growing population.

RESIDENT INPUT

In addition to the primary budget drivers, the Five-Year CIP specifically addresses resident feedback and input. Residents are encouraged to be involved in the Capital Improvement Program process through the resident survey, which is conducted every other year with the most recent survey having been completed in 2024.

These surveys are used to gauge the level of residents' satisfaction with City services and identify areas for improvement. They play a crucial role in the development of the strategic plan, budget priorities, and the capital project priorities. The areas identified for greatest improvement related to the Capital Improvement Program in the 2024 survey were streets, sidewalks, streetlighting, and utility infrastructure, as well as parks and recreation opportunities. These surveys ensure that the Capital Improvement Program reflects the community's needs and aspirations.

FINANCIAL OVERVIEW



Financial Overview

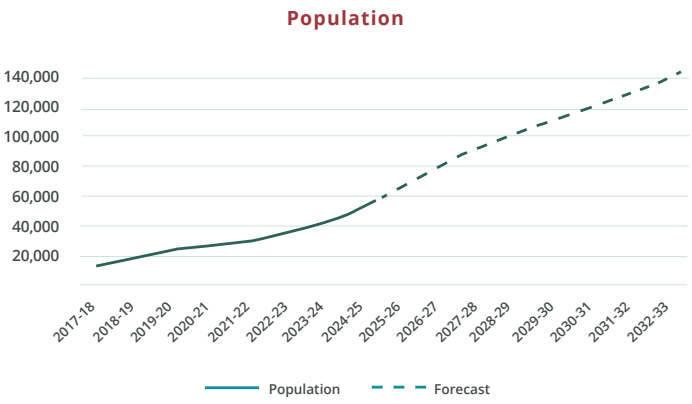
To develop a five-year forecast of available funds for capital projects, the City performed an extensive financial forecast. Much of this forecast was created in conjunction with the five-year operating budget projections within the annual budget process. The City conservatively projects revenues to minimize spikes and account for the impact of cycles in the larger economy.

The Five-Year CIP is divided between General Government and Enterprise projects and has two primary funding sources: bonds (debt) and non-bond sources (cash). The primary drivers in estimating revenues are residential and commercial growth, as well as economic conditions. In the last several years, the City has enjoyed a relatively stable upward revenue trend. This trend has been caused by growth in population, property values, sales tax revenue, and the development of residential communities. The City anticipates continued growth during the next several years.

REVENUE PROJECTIONS AND ASSUMPTIONS

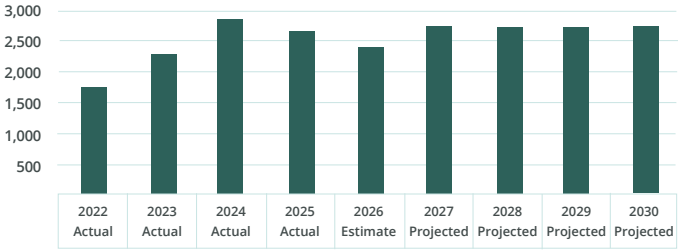
The City has experienced rapid population growth over the last several years. Based on already approved housing construction plans, the City projects this population growth to continue. The population chart below shows the rapid growth in the last seven years and the continued growth that is anticipated over the next nine years.

Chart 1



Directly tied to the population growth, Chart 2 shows the single-family home building permits issued and projected. Celina's growth is expected to remain strong.

Chart 2



In addition to residential growth, the City anticipates commercial growth to begin in the next five years, particularly related to retail. The population of Celina is reaching the point where larger-scale retail can be sustained, and the City has been approached by several big-box retailers about building in Celina.

This growth in residential population and commercial development drives growth in revenues for the Five-Year CIP.



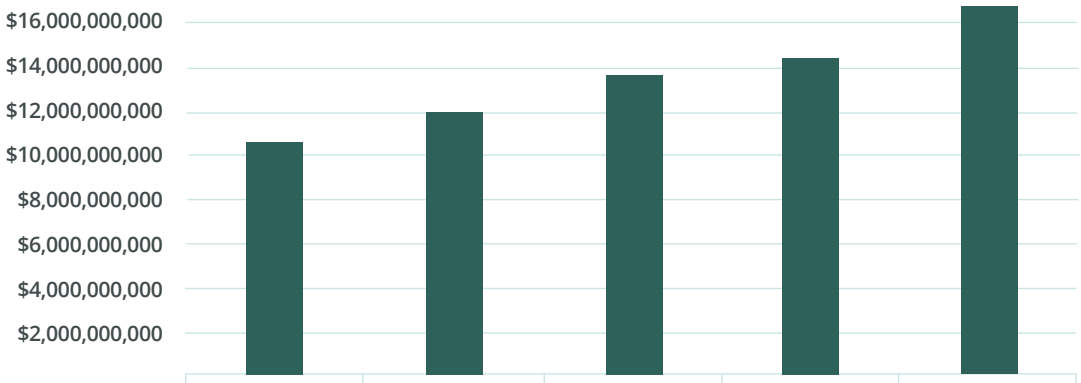
GENERAL GOVERNMENT PROJECT REVENUES

Population growth and single-family building permits have a significant impact on revenues for General Government projects. First and foremost, this growth has resulted in and is projected to continue to cause significant increases to taxable values of property within the City. There are two components to this growth. The first comes from new properties being added to the tax rolls due to residential development. The second comes from rapidly rising home values, which is being experienced across the Dallas-Fort Worth Metroplex. In FY 2026, the City's property tax value increased by 28.26% or $2.27 billion. Of this increase $1.49 billion is attributable to new taxable values added to the tax roll. The remaining $786 million is attributable to the growth in value of existing properties.

Chart 3 shows the projected growth in taxable values over the next five years, which we anticipate remaining strong.

Chart 3

CERTIFIED TAXABLE VALUE



	2025-26 Certified	2026-27 Projected	2027-28 Projected	2028-29 Projected	2029-30 Projected
TOTAL	$10,323,236,310	$11,909,549,581	$13,551,383,816	$15,025,682,250	$16,551,581,128

When applied to the tax rate, this taxable value generates property tax revenues for the General Fund and Debt Service Fund. The City's tax rate is divided into two components, Maintenance & Operations and Interest & Sinking. The Interest & Sinking portion of the tax rate is dedicated to the Debt Service Fund and is used to repay the debt that funds general government projects.

For Fiscal Year 2026, the City has adopted a total tax rate of $0.576401. Of that, $0.264928 (45.96%) is dedicated to the General Fund for operational expenses, and $0.311473 (54.04%) is dedicated to the Debt Service Fund to pay for the City's debt. The forecast for the Five-Year CIP maintains the Interest & Sinking rate of $0.311473 for all five years. This projected rate will fund the issuance of the Certificates of Obligation proposed within the Program.

The City anticipates that there will be an opportunity to increase the Interest & Sinking rate without raising the overall tax rate, as the 3.5% cap on the Maintenance & Operation rate is projected to result in a 1 cent or more tax rate reduction per year. Any increase of the Interest & Sinking rate above $0.311473 in any future year would allow the City to increase forecasted bond issuances, pay off existing debt earlier, or accelerate the principal amortization of future debt. Additional analysis of the City's debt is provided in the Debt Outlook section below.

In addition to debt revenues, the City also anticipates growth in the non-bond sources of funding for General Government Capital Projects. As the City experiences residential and commercial development, the City will receive significant non-bond revenues related to impact fees, capital recovery fees, park fees, and technology fees that will be available to invest in capital projects. The purpose of these fees is for new developments to pay for their impact on infrastructure and City services. The City has projected each non-bond revenue source independently based on trends, existing development agreements, and approved future development plans. Many of these revenue sources are restricted to specific uses, while others can be broadly invested in capital projects.

ENTERPRISE PROJECT REVENUES

The same population, residential, and commercial growth trends are also driving enterprise project (water, wastewater, and stormwater drainage) revenue growth. The City contracted with Willdan Financial Services to perform a financial forecast for the water and wastewater utilities, which was approved by City Council on May 14, 2024. A detailed analysis of revenues is available in the 2024 Water and Wastewater Rate Study and Financial plan. An update for 2026 is currently in development and will be presented to City Council in March of 2026.






W Main St
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DOWNTOWN
CELINA
TEXAS
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STOP







EXPENDITURE FORECAST

Expenditures for the Five-Year CIP are projected based on the type, size, scope, and best practices for each project type. Chart 4 summarizes the total expenditures for all projects in the CIP.

Chart 4

Total Capital Project Expenditures

	2026	2027	2028	2029	2030
General Government Projects	104,903,748	117,125,245	94,875,990	103,423,589	90,423,948
Enterprise Projects	92,202,009	93,112,103	103,663,906	67,522,958	73,621,500
Total by Year	$197,105,757	$210,237,348	$198,539,896	$170,946,547	$164,045,448

Costs for future capital projects are particularly difficult to predict. In the last several years, construction inflation and increasing land values have significantly increased the costs for capital projects across the CIP.

Staff has developed cost inflationary projections by project based on prior trends, design firm estimates, and other estimates based on industry best practices. We anticipate some projects to come in under cost and others over cost. We also anticipate the need to move projects between years to continually balance the CIP each year based on community needs and inflationary pressures.

STATEMENTS

CITY OF CELINA | 2026-2030 | FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

GENERAL GOVERNMENT | STATEMENT OF PROJECTED REVENUE AND EXPENSES

	2026	2027	2028	2029	2030
Revenues:					
CO Bonds	$75,000,000	$75,000,000	$60,000,000	$75,000,000	$75,000,000
CDC Bonds	--	$20,000,000	$16,700,000	--	--
Integrity Fund	$1,740,000	$490,000	$490,000	$490,000	$490,000
Park Fees	$4,438,731	$4,350,000	$4,350,000	$4,350,000	$4,350,000
Street Construction	$4,215,000	$2,550,000	$2,540,000	$2,715,000	$2,715,000
Roadway Capital Fees	$3,600,000	$3,600,000	$3,600,000	$3,600,000	$3,600,000
Roadway Impact Fees	$2,850,000	$2,850,000	$2,850,000	$2,850,000	$2,850,000
Technology Fund	$990,000	$850,000	$850,000	$850,000	$850,000
TIRZ #11	$2,098,620	$2,434,122	$2,770,990	$3,028,589	$3,308,948
Total Revenue	$94,932,351	$112,124,122	$94,150,990	$92,883,589	$93,163,948
Expenses:					
Facilities	$7,500,000	$5,500,000	$500,000	$500,000	$2,000,000
Information Technology	$3,700,000	$3,600,000	$7,002,000	$2,950,000	$1,850,000
Parks	$18,200,000	$23,050,000	$18,250,000	$12,000,000	--
Public Safety	$3,500,000	$27,125,000	$16,425,000	$15,025,000	$18,125,000
Roadway	$68,051,943	$49,320,566	$41,366,266	$59,986,100	$55,050,000
Operating Expenses	$1,037,885	$500,000	$500,000	$500,000	$500,000
Unallocated	$2,913,920	$8,029,679	$10,832,724	$12,462,489	$12,898,948
Total Expenditures	$104,903,748	$117,125,245	$94,875,990	$103,423,589	$90,423,948
Projected Available Balance	$22,996,383	$17,995,260	$17,270,260	$6,730,260	$9,470,260





CITY OF CELINA | 2026-2030 | FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

ENTERPRISE | STATEMENT OF PROJECTED REVENUE AND EXPENSES

	2026	2027	2028	2029	2030
Revenues:					
CO Bonds	$65,500,000	$71,150,000	$68,850,000	$53,750,000	$56,800,000
Developer Contributions	--	--	$10,200,000	--	--
Drainage Fees	$2,775,000	$2,018,750	$2,243,000	$2,452,300	$2,660,000
Utility Impact Fees	$4,700,000	$4,700,000	$4,700,000	$4,700,000	$4,700,000
Water/Sewer Capital Recovery Fees	$3,500,000	$6,200,000	$6,200,000	$6,200,000	$6,200,000
	$76,475,000	$84,068,750	$92,193,000	$67,102,300	$70,360,000
Expenses:					
Stormwater	$1,750,000	$1,750,000	$1,750,000	$1,750,000	$1,750,000
Water	$59,101,405	$41,350,000	$69,800,000	$34,000,000	$35,150,000
Wastewater	$27,746,562	$41,061,000	$23,126,000	$22,750,000	$30,100,000
Operating Expenses	$2,697,815	$1,151,103	$1,187,906	$1,222,958	$1,171,500
Unallocated	$906,227	$7,800,000	$7,800,000	$7,800,000	$5,450,000
Total Expenditures	$92,202,009	$93,112,103	$103,663,906	$67,522,958	$73,621,500
Projected Available Balance	$31,122,891	$22,079,538	$10,608,632	$10,187,974	$6,926,474

DEBT OUTLOOK

The City issues debt annually to fund capital projects. Similar to a mortgage on a home, the City issues debt for capital projects because they require a large sum of money and last for many years (longer than the debt repayment period). Additionally, because a portion of the principal and interest are paid each year, it allows the residents who receive the benefit of the project to contribute to the cost. If the City issues 25-year debt for a new library, a resident who moves to the City in 18 years and uses the same library will contribute to the repayment of the debt for that project.

For the purposes of the Five-Year CIP, the City's debt is divided into general, component unit, and enterprise debt.

GENERAL DEBT

The City's general debt is one of the most significant components of funding for capital projects, paying for projects for all governmental activities (not utilities or component units). These are the major services that residents typically think of when they think about what a city does. General debt is supported by the Interest & Sinking Property Tax Rate.

The City annually issues Certificate of Obligation bonds to pay for core infrastructure projects. These capital projects provide critical infrastructure to address the physical growth of the City and enhancements to core City services. General debt pays for Infrastructure and Capital Projects for Roadway, Facilities, Public Safety, Parks, and Information Technology.

The Five-Year CIP proposes the issuance of $360 million in general debt across all five years. The chart below lists the amounts by year. The corresponding graph shows projected revenue in the Debt Service Fund (red), the principal and interest payments for existing debt (blue), and the principal and interest payments for the proposed general debt in (yellow). The graph shows that the Debt Fund can adequately meet the obligations of the debt proposed in the Five-Year CIP.

DEBT ISSUANCE

FY 2026: $75M

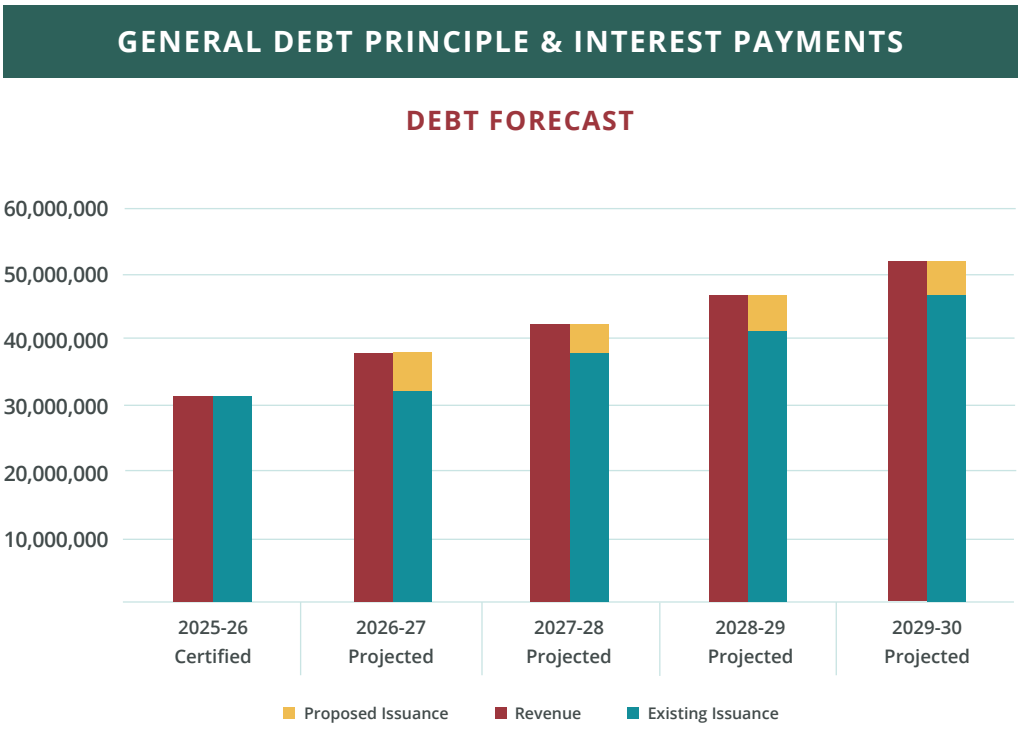
FY 2027: $75M

FY 2028: $60M

FY 2029: $75M

FY 2030: $75M

Chart 5



The debt issuance projection has been developed using the FY 2026 Interest & Sinking Tax Rate of $0.311473 across all five years. The Interest & Sinking Tax Rate is the portion of the Property Tax Rate that is specifically used for the repayment of debt from bond issuances.

As stated in the Revenue Projection and Assumptions section above, the City anticipates that there will be an opportunity to increase the Interest & Sinking Rate without raising the overall tax rate, as the 3.5% cap on the Maintenance & Operation Rate is projected to result in a 1 cent or more tax rate reduction per year. Any increase of the Interest & Sinking Rate above $0.311473 in any future year would allow the City to increase forecasted bond issuances, pay off existing debt earlier, or accelerate the principal amortization of future debt.

COMPONENT UNIT DEBT

The Celina Community Development Corporation (CCDC) is a component unit of the City. It is funded with a dedication of the sales tax rate (0.5%) and its expenditures are restricted by state law. The CCDC is projected to issue $36.7 million in bonds and support the repayment of this debt through their dedicated sales tax revenue. It is anticipated that the CCDC will issue $20 million in 2027 and $16.7 million in 2028. This debt will fund projects related to the scope of the CCDC.

ENTERPRISE DEBT

The City's enterprise debt is another significant component of funding for capital projects, paying for projects for the City's water, wastewater (sewer), and stormwater drainage utilities. These utilities are considered independent enterprises that are solely funded through charges for service to customers. Therefore, any enterprise debt issued is repaid through water and wastewater charges for service or stormwater drainage fees.

The City annually issues enterprise Certificate of Obligation bonds to pay for core infrastructure projects. These capital projects provide critical infrastructure to address the physical growth of the City and maintain the high-quality utility services that our residents expect. Enterprise debt pays for water lines, ground storage tanks, water towers, sewer lines, sewer treatment facilities, pumps, lift stations, drainage channel improvements, and much more.

The City conducted a Water and Wastewater Rate study in 2024 that was approved by City Council on May 14, 2024. An updated rate study is going to City Council in March 2026 and will include all updated CIP information. The rate study and long-term financial plan prepared by Wildan Financial Services included a total of $430.1 million in debt issuances from FY 2026 through FY 2030. The chart below lists the issuances by year. The corresponding graph shows projected revenue for debt in the Water/Wastewater Fund (red), the principal and interest payments for existing debt (blue), and the principal and interest payments for the proposed enterprise debt in (yellow). The graph shows that there are sufficient revenues in the Water/Wastewater Fund to support the proposed enterprise debt issuances in the Five-Year CIP.

Chart 6

WATER/WASTEWATER DEBT PRINCIPLE & INTEREST PAYMENTS

DEBT ISSUANCE

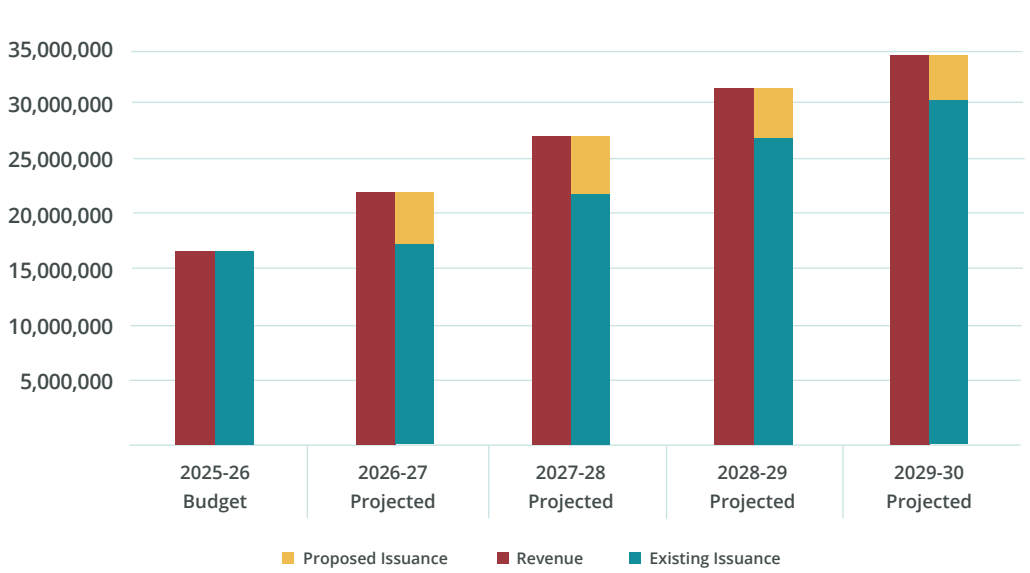
FY 2026: $65.5M

FY 2027: $71.15M

FY 2028: $68.85M

FY 2029: $53.75M

FY 2030: $56.8M



The timing of repayment for water and wastewater debt is adjusted with each issuance with the goal of the customers being served by the capital projects having moved-in when the interest payments for the debt begin.

The Stormwater Drainage Fund does not typically issue much debt. It can issue debt and use revenues from the stormwater drainage fee to repay the debt. Generally, stormwater drainage fee revenues are used to pay cash for small-scale drainage projects.

CONCLUSION

City staff has developed a five-year financial forecast for the budget and CIP to ensure that the planned expenditures and projects are fiscally responsible. The City anticipates continued population growth, residential development, commercial development, and growth in property values over the next five years. This growth will sustain the projects within the Five-Year CIP, as presented in the next section.



CAPITAL IMPROVEMENT PROJECTS 2026-2030

GENERAL GOVERNMENT PROJECTS

FACILITIES
PARKS
SAFETY
INFORMATION TECHNOLOGY
ROADWAY



FACILITIES



CIP 5-YEAR-FACILITIES	2026	2027	2028	2029	2030
CITY HALL PARKING GARAGE LAND ACQUISITION	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000
PUBLIC WORKS PERMANENT ADMINISTRATION	-	5,000,000	-	-	-
PUBLIC WORKS SERVICE CENTER FUEL STATION/CAR WASH	-	-	-	-	1,500,000
PUBLIC WORKS SERVICE CENTER PARKING LOT PH II	3,000,000	-	-	-	-
PUBLIC WORKS SERVICE CENTER PARKING LOT PH III	4,000,000	-	-	-	-
TOTAL	**$ 7,500,000**	**$ 5,500,000**	**$ 500,000**	**$ 500,000**	**$ 2,000,000**
FUNDING SOURCES	**FY 26 BUDGET**	**FY 27 BUDGET**	**FY 28 BUDGET**	**FY 29 BUDGET**	**FY 30 BUDGET**
BOND FUNDS	$ 7,500,000	$ 5,500,000	$ 500,000	$ 500,000	$ 2,000,000
TOTAL	**$ 7,500,000**	**$ 5,500,000**	**$ 500,000**	**$ 500,000**	**$ 2,000,000**

City Hall Parking Garage Land Acquisition ($2,500,000)

This project includes the land acquisition of approximately five acres of property for the construction of the future and final City Hall building parking garage.

Public Works Permanent Administration ($5,000,000)

This project will be for the continued expansion of the Public Works service area. Currently, the Public Works Administration offices are housed in a home that the city purchased due to lack of space in the original public works building. The existing public works structure houses storage, a break room, and limited meeting space. This project will construct Phase 1 of the permanent Public Works Administration offices. The ultimate building is expected to be approximately 100,000 square feet and will be phased over multiple years. Phase 1 of the construction will provide meeting and locker space for approximately 200 employees, a break room, storage, and other necessary equipment. This project will be constructed in coordination with the construction of Carl Darnell Parkway from Preston Road to the Public Works property.



Public Works Service Center - Fuel Station/Car Wash ($1,500,000)

This project represents the continued expansion of the Public Works parking area as outlined in Phase II. This phase will include the development of a site for a fuel station and car wash dedicated to City vehicles. The addition of this facility will significantly improve the maintenance and upkeep of the City's fleet while helping to reduce long-term fuel costs.

Public Works Service Center Parking Lot Phase II ($3,000,000)

This project represents the continued expansion of the Public Works parking area. Phase II will include the installation of approximately 100 additional concrete parking spaces, along with a 2,000-foot fire lane that will surround the existing Public Works facility. The expanded parking capacity will accommodate staff and members of the public, while also providing the necessary space to support Public Works events and future community clean-up days.

Public Works Service Center Parking Lot – Phase III ($4,000,000)

This project represents the continued expansion of the Public Works parking area as outlined in Phase II. Phase III will include the installation of approximately 100 additional concrete parking spaces and will complete the parking area surrounding the existing Public Works building. In addition, this phase will provide connectivity between the existing Public Works facility and the temporary Public Works Administration offices located at 10317 County Road 106.


CELINA
TEXAS





PUBLIC SAFETY



CIP 5-YEAR-PUBLIC SAFETY	2026	2027	2028	2029	2030
EMERGENCY SERVICES DISPATCH CENTER	$ -	$ -	$ -	$ 2,000,000	$ -
EMERGENCY SIRENS	500,000	125,000	125,000	125,000	125,000
FIRE STATION #5	-	-	-	1,800,000	18,000,000
FIRE STATION #5 AMBULANCE	-	-	-	750,000	-
FIRE STATION #5 FIRE TRUCK	-		2,000,000	-	-
FIRE STATION REMODEL (ADMIN)/EOC	-	-	1,000,000	10,350,000	-
FIRE TRUCK #2 - LADDER (TOWER)	-	3,500,000	-	-	-
PERMANENT FIRE STATION #2	3,000,000	20,000,000	-	-	-
POLICE WEAPONS RANGE	-	1,500,000	13,300,000	-	-
REPLACEMENT FIRE STATION #1 FIRE TRUCK	-	2,000,000	-	-	-
TOTAL	**$ 3,500,000**	**$ 27,125,000**	**$ 16,425,000**	**$ 15,025,000**	**$ 18,125,000**

FUNDING SOURCES	FY 26 BUDGET	FY 27 BUDGET	FY 28 BUDGET	FY 29 BUDGET	FY 30 BUDGET
BOND FUNDS	$ 3,000,000	$ 27,000,000	$ 16,300,000	$ 14,900,000	$ 18,000,000
INTEGRITY FUND	500,000	125,000	125,000	125,000	125,000
TOTAL	**$ 3,500,000**	**$ 27,125,000**	**$ 16,425,000**	**$ 15,025,000**	**$ 18,125,000**

Emergency Services Dispatch Center ($2,000,000)

The City has identified the need to develop an independent dispatch center. The project will include the development of an interagency dispatch facility. The City is evaluating the need to step away from its current participation with the Collin County Sheriff's Office (CCSO) dispatch center and develop a team of dedicated communications staff that will support a standalone public safety answering point (PSAP) providing call-taking and dispatching for police, fire, and emergency medical services (EMS) agencies in Celina and others that may join in the future. This project will be constructed in multiple phases.

Emergency Sirens ($1,000,000)

The City will install emergency sirens in select locations throughout the City of Celina and are designed to be heard outdoors only. Emergency sirens are used to notify the public of significant weather events. Sirens are installed to provide a two-mile radius, and the final location of the sirens is dependent upon engineering design and necessity. This project includes the design and installation of approximately four emergency sirens.

Fire Station #5 ($19,800,000)

The proposed facility would be located on the northwest corner of Legacy Drive and J Fred Smith Parkway. The approximately 20,000 square foot Fire Station #5 facility will be a one-story building, designed to host eleven (11) bedrooms, and have three, 80-foot fire engine bays.

Fire Station #5 – Ambulance ($750,000)

Purchase an ambulance vehicle and supplies for Emergency Response services in Fire District #5. This purchase of this ambulance will be completed in coordination with the construction of Fire Station #5.

Fire Station #5 – Fire Truck ($2,000,000)

Purchase a fire truck and supplies needed for Emergency Response services in Fire District #5. The purchase of this fire truck will be completed in coordination with the construction of Fire Station #5.

Fire Station Remodel (Admin)/EOC ($11,350,000)

The proposed remodel of the existing Fire Station #2 will allow the facility to be repurposed as an operations center for the Fire Department. The approximately 7,000-square-foot building will support department-wide functions and training activities serving multiple stations. The facility will also provide centralized storage for materials and equipment distributed to all fire stations. In addition, the existing apparatus bays will be utilized to house surplus apparatus and equipment.

Fire Truck #2 – Ladder (Tower) ($3,500,000)

Secure a secondary fire truck and the necessary supplies to provide Ladder-tiller needs required for Emergency Response services in Fire District #2.

Permanent Fire Station #2 ($23,000,000)

The City of Celina constructed Fire Station #2 at Light Farms as a single-company, temporary facility intended to serve as a placeholder until the permanent station could be built. The new Fire Station #2 will be a double-company station designed to respond to incidents along the North Dallas Tollway and will be located immediately south of the existing station. The new facility will total approximately 22,000 square feet and will include five apparatus bays, sleeping quarters for sixteen firefighters, accommodations for a station officer and a battalion chief, and secure on-site parking. Upon completion of the new station, the existing Fire Station #2 will be repurposed as an operations and logistics center for the Fire Department.

Police Weapons Range ($14,800,000)

The proposed police weapons range is approximately 23,000 square feet. It will be designed as a single-story building to be housed on the law enforcement campus located at Coit Road and Punk Carter Parkway. The building will house approximately twelve (12) firing lanes, a large training classroom, ammo storage area, a range master office, and a weapons cleaning room. The facility will not be open to the public and will be used by the police to meet mandatory training and testing requirements.

Replacement Fire Station #1 – Fire Truck ($2,000,000)

Purchase of secondary fire truck at Fire Station #1. This purchase will help maintain service levels and response times in Fire District #1.

PARKS





CIP 5-YEAR-PARKS	2026	2027	2028	2029	2030
KOCH PARK MASTERPLAN	$ -	$ 50,000	$ 50,000	$ -	$ -
OLD CELINA PARK FIELD 1 TURF CONVERSION	-	1,500,000	-	-	-
OLD CELINA PARK FIELD 2 TURF CONVERSION	-	1,500,000	-	-	-
OLD CELINA PARK FIELD 3 TURF CONVERSION	1,500,000		-	-	-
OLD CELINA PARK FIELD 4 TURF CONVERSION	-	-	1,500,000	-	-
OUSLEY PARK CONSTRUCTION	16,700,000	8,000,000	-	-	-
PARKLAND ACQUISITION	-	10,000,000	-	12,000,000	-
WILSON CREEK PARK - PHASE II	-	2,000,000	16,700,000	-	-
TOTAL	**$ 18,200,000**	**$ 23,050,000**	**$ 18,250,000**	**$ 12,000,000**	**$ -**
FUNDING SOURCES	**FY 26 BUDGET**	**FY 27 BUDGET**	**FY 28 BUDGET**	**FY 29 BUDGET**	**FY 30 BUDGET**
BOND FUNDS	$ 16,700,000	$ -	$ -	$ -	$ -
PARK FUND	1,500,000	3,050,000	1,550,000	12,000,000	-
CDC FUNDS	-	20,000,000	16,700,000	-	-
TOTAL	**$ 18,200,000**	**$ 23,050,000**	**$ 18,250,000**	**$ 12,000,000**	**$ -**

Koch Park Master Plan ($100,000)

Koch Park is located along Choate Parkway between Coit Road and Roseland Parkway. The 90-acre park is located east of Wilson Creek Estates and west of Mustang Lakes. The land will be located immediately west of a future Celina ISD Elementary campus. This project will master plan this park for future development.

Old Celina Park Field Turf Conversions ($6,000,000)

The south baseball complex at Old Celina Park currently consists of natural grass fields. This project will convert the existing grass fields to artificial turf to match the north baseball complex. The upgrades will be implemented in phases, with one field completed annually until all four fields have been converted.

Ousley Park Construction ($24,700,000)

This project will construct the remainder of Ousley Park. This phase will include a splash pad, large entry fountain feature, structured and natural playgrounds, open-air pavilion, pedestrian bridges, memorial walk, dog parks, pickleball courts, and parking. This project is being developed as part of the approved Ousley Park Master Plan.

Parkland Acquisition ($22,000,000)

The City of Celina Parks Master Plan has identified the need for approximately 1,400 acres of public parkland. The City of Celina will look for opportunities to increase available park land for public use.

Wilson Creek Park – Phase II ($18,700,000)

Wilson Creek Park Phase II will develop an additional 20 acres of the park. Phase II park amenities will include two open multi-sports fields, lighted baseball fields, restroom and concession buildings, and field lighting. This project development will follow the approved Wilson Creek Park Master Plan.


CELINA
PARKS ADMIN
503D





INFORMATION TECHNOLOGY



CIP 5-YEAR-INFORMATION TECHNOLOGY	2026	2027	2028	2029	2030
ANNUAL IT FIBER ALLOCATION	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000
AUDIO/VISUAL REFRESH	200,000	50,000	40,000	580,000	50,000
CAMERA REFRESH	-	-	-	270,000	
CID STORAGE REFRESH	-	-	-	300,000	-
DOWNTOWN WIFI EXPANSION	-	500,000	-	-	-
IT ENTERPRISE - FACILITIES UPGRADES/REPLACEMENTS	-	300,000	300,000	300,000	300,000
NETWORK SWITCH/FIREWALL REFRESH ARISTA & PALA ALTO)	-	1,250,000	1,250,000	-	-
PHONE SYSTEM REPLACEMENT	500,000	-	-	-	-
PRIMARY DATA CENTER REFRESH (SWITCHES, SERVERS, BACKUP HARDWARE)	1,500,000	-	-	-	-
SECONDARY DATA CENTER REFRESH (SWITCHES, SERVERS, BACKUP HARDWARE)	-	-	1,500,000	-	-
TRAFFIC MANAGEMENT CENTER	-	-	2,000,000	-	-
WIRELESS NETWORK REFRESH	-	-	412,000	-	-
TOTAL	**$ 3,700,000**	**$ 3,600,000**	**$ 7,002,000**	**$ 2,950,000**	**$ 1,850,000**

FUNDING SOURCES	FY 26 BUDGET	FY 27 BUDGET	FY 28 BUDGET	FY 29 BUDGET	FY 30 BUDGET
BOND FUNDS	$ 3,000,000	$ 3,250,000	$ 6,662,000	$ 2,070,000	$ 1,500,000
TECHNOLOGY FUND	700,000	350,000	340,000	880,000	350,000
TOTAL	**$ 3,700,000**	**$ 3,600,000**	**$ 7,002,000**	**$ 2,950,000**	**$ 1,850,000**

Annual IT Fiber Allocation ($7,500,000)

As Celina expands its critical infrastructure, the requirement for reliable communications to water, wastewater, and public safety facilities is becoming a critical component. This project will continue with regular expansions of the City's fiber network to connect fire stations, city facilities, water, and wastewater.

Audio/Visual Refresh ($920,000)

Audio/Visual Refresh Project will replace end of life and end of support Audio/Visual and conferencing equipment used throughout the City. Each facility utilizes Audio/Visual systems to host meetings both physically and virtually for efficient collaboration and training. This project will include the procurement and installation of various Audio/Visual systems throughout the City.

Camera Refresh ($270,000)

This project allows the City to replace and retire end-of-life security cameras at various City facilities. This will enable the city to consolidate multiple disparate security systems into a single unified platform. This upgrade will enhance the ability for first responders to have access to city cameras during critical events.

Criminal Investigations Division Storage Refresh ($300,000)

As technology is becoming more prevalent, the use of electronics in criminal activity is increasing drastically. This project will replace and expand the storage used by police for digital evidence collected during investigations. By replacing the end of life / end of support hardware, the city will protect its ability to retain critical digital evidence.

Downtown WIFI Expansion ($500,000)

The downtown WIFI expansion will extend coverage beyond the square to include additional areas of Celina's Life Connected free public Wi-Fi within downtown Celina. This expansion will allow more residents and visitors to enjoy access and connection to high-speed internet while downtown.

IT Enterprise – Facilities Upgrades/Replacements ($1,200,000)

The core infrastructure within the Information Technologies framework requires replacement and upgrades over time. The facilities upgrades and replacements are specific purchases for network switches, Audio/Visual equipment, access control, network equipment and cameras.

Network Switch/Firewall Refresh (Arista & Pala Alto) ($2,500,000)

The network switch and firewall refresh project will replace end of life / end of support for networking equipment used throughout the City. Each facility utilizes network switches to connect computers, phones, wireless access points, cameras, and numerous other devices to each other. This project will include the procurement and installation of network switches and firewalls that are the core of technology communications within the City.

Phone System Replacement ($500,000)

The city is replacing its current cloud-based Voice over Internet Protocol (VoIP) phone system with a comprehensive unified communications solution using Microsoft Teams. This initiative is aimed at modernizing the city's communication infrastructure, enhancing system reliability, and consolidating various communication tools into a single, streamlined platform.

Primary Data Center Refresh (Switches, Servers, Backup Hardware) ($1,500,000)

Maintaining and extending the City's operational capacity to deliver services to its residents. This project will replace and refresh end of life / end of support servers and networking equipment used at the City's primary datacenter. This project will include the procurement and installation of new servers, storage, and network switches.

Secondary Data Center Refresh (Switches, Servers, Backup Hardware) ($1,500,000)

The City of Celina maintains a Secondary Data Center that houses a backup of the city's primary servers and communications. As technology evolves, existing equipment will need to be replaced accordingly at the end of support lifecycles. The city has all server equipment on a five-year replacement schedule.

Traffic Management Center ($2,000,000)

This project will focus on conducting an inventory and condition assessment of existing traffic signals, developing citywide traffic signal standards and upgrading signal cabinets and controller equipment. The program will also include the installation of intelligent transportation system technologies such as traffic cameras, expand fiber network and install advanced signal operations software. It will also include safety enhancements such as accessible pedestrian signals and intersection lighting.

Wireless Network Refresh ($412,000)

The wireless network refresh project will replace end of life / end of support for wireless networking equipment used throughout the City. Each facility utilizes wireless access points to provide wireless connectivity to City staff and visitors. This project will include the procurement and installation of wireless access points across all City facilities.



ROADWAY

ROADWAY

CIP 5-YEAR-ROADWAY	2026	2027	2028	2029	2030
ANNUAL STREET MAINTENANCE	$ 6,000,000	$ 6,000,000	$ 6,000,000	$ 6,000,000	$ 6,000,000
CAREY ROAD - SMILEY TO LEGACY	3,250,000	-	-	-	-
CARL DARNELL PARKWAY - PRESTON TO PUBLIC WORKS	-	1,310,266	2,102,656	-	-
CHOATE PARKWAY - KINSHIP TO ROSELAND	1,417,000	-	-	-	-
COIT ROAD - CHOATE TO OUTER LOOP	1,942,560	-	-	-	-
COIT ROAD - FRONTIER TO 1400 FEET NORTH OF FRONTIER	1,300,000	-	-	-	-
COIT ROAD - J FRED SMITH TO GA MOORE	2,000,000	-	-	-	-
DALLAS NORTH TOLLWAY (DNT) INTERSECTION IMPROVEMENTS	4,418,232	12,000,000	-	-	-
DOE BRANCH BOULEVARD - DNT TO CR50	2,100,000	-	-	-	-
DOWNTOWN STREETS	17,850,000	15,720,000	24,300,000	13,254,000	15,500,000
GLENDENNING PARKWAY - FM 428 TO PRESTON	-	-	-	1,000,000	-
J FRED SMITH PARKWAY - LAKEWAY TO COIT	4,620,536	-	-	-	-
KRISTINA COURT	1,200,000	1,100,000	-	-	-
LEGACY DRIVE - CAREY TO PUNK CARTER				14,746,000	-
LEGACY DRIVE - CELINA PARKWAY TO LOUISANA	3,800,000	-	-	-	-
LEGACY DRIVE - HONEY CREEK TO CAREY	-	-	-	4,000,000	6,000,000
LEGACY DR IVE- PUNK CARTER TO OUTERLOOP/FM428	50,548	-	-	-	-
LYNN STAMBAUGH (CR 94) - PRESTON TO COIT	1,020,000	-	-	-	-
MARILEE ROAD ASPHALT IMPROVEMENTS	3,500,000	-	-	-	-
MEDIAN STREET SCAPING	-	150,000	550,000	150,000	850,000
O'BRIEN DRIVE - DNT TO LEGACY	-	-	713,610	7,136,100	-
PARVIN ROAD CONSTRUCTION - FM 1385 TO LEGACY	5,000,000	5,000,000	-	-	-
PRESTON ROAD RIGHT TURN LANES	993,644	500,000	500,000	500,000	500,000
RAMBLE STREETS OVERSIZE	-	3,000,000	3,000,000	3,000,000	3,000,000
ROSELAND & SUNSET PAVING REIMBURSEMENT	3,310,723	-	-	-	-
SCHOOL ZONES	100,000	100,000	100,000	100,000	100,000
SMILEY ROAD - PARVIN TO CAREY	-	-	-	7,000,000	20,000,000
STALLCUP BOULEVARD - PRESTON TO SERENADE	2,009,700	3,590,300	-	-	-
STREET CONSTRUCTION	2,083,000	750,000	4,000,000	3,000,000	3,000,000
TRAFFIC SIGNALS	86,000	100,000	100,000	100,000	100,000
TOTAL	**$ 68,051,943**	**$ 49,320,566**	**$ 41,366,266**	**$ 59,986,100**	**$ 55,050,000**

FUNDING SOURCES	FY 26 BUDGET	FY 27 BUDGET	FY 28 BUDGET	FY 29 BUDGET	FY 30 BUDGET
BOND FUNDS	$ 43,984,700	$ 38,594,443	$ 34,166,266	$ 53,786,100	$ 48,850,000
STREET CONSTRUCTION FUND	7,000,000	4,000,000	4,000,000	3,000,000	3,000,000
ROADWAY IMPACT FUND	15,681,243	3,000,000	3,000,000	3,000,000	3,000,000
ROADWAY CAPITAL RECOVERY FUND	1,386,000	3,726,123	200,000	200,000	200,000
TOTAL	**$ 68,051,943**	**$ 49,320,566**	**$ 41,366,266**	**$ 59,986,100**	**$ 55,050,000**

Annual Street Maintenance ($30,000,000)

The Annual Street Maintenance (ASM) project provides for annual allowance for on-going maintenance of existing roadways. Each year, the ASM will include crack sealing, concrete panel replacements, spot repairs to various asphalt roadways, sidewalk repairs, striping, and concrete panel lifting with foam injection that are determined annually. The ASM improvements may include full-depth reclamation (FDR) and pavement overlay for streets. These streets are listed below by year:

The 2026 ASM project consists of repairs to the following streets: ($6,000,000)

- S. Louisiana (Walnut to end of GD Property (FDR +Culvert Repair),
- Ash Street from Oklahoma to BNSF Railroad (FDR)
- E. Walnut from N. Arkansas to S. Louisiana Drive (FDR)
- W. Ash from Utah to W of S. Alabama tie into Concrete (FDR)
- S. Colorado from W. Walnut to 519 S. Colorado (FDR)
- Lynn Stambaugh from Preston to Coit (Mill and Overlay + FDR)

The 2027 ASM project consists of repairs to the following streets: ($6,000,000)

- Phase 1 of North Preston Lakes (FDR)
- S. Arizona from Walnut to W. Elm (FDR)
- S. Illinois from Walnut to W. Elm (FDR)

The 2028 ASM project consists of repairs to the following streets: ($6,000,000)

- CR 101 from FM 455 to CR 97 (Joint Ownership Sections) (FDR)
- Phase 2 of North Preston Lakes (FDR)
- CR 58 - Celina Parkway to Marilee Road
- CR 8 - FM 455 to DNT

The 2029 ASM project consists of repairs to the following streets: ($6,000,000)

- Celina Road from FM 428 to Smiley Road (Convert existing gravel to Asphalt)
- N. Illinois from W. Walnut to N. End (FDR)
- S. Illinois from W. Walnut to W. Elm (FDR)
- S. Ohio from W. Walnut to S. End (FDR)
- CR 58 - Celina Parkway to Marilee Road
- CR 8 - FM 455 to DNT

The 2030 ASM project consists of repairs to the following streets: ($6,000,000)

- CR 131 from Prop ID 2871719 to CR 133 (Joint Ownership Sections) (FDR)
- CR 133 from CR 131 to Prop ID 2674280 (Joint Ownership Sections) (FDR)
- Marilee from CR 58 to DNT (FDR)
- CR 106 from Preston to CR 132 (Joint Ownership Sections) (Surface Treatment - PressurePave)
- Lake Dr from CR 128 to end (Surface Treatment - PressurePave)
- CR 134 from Preston to CR 132 (Joint Ownership Sections) (FDR)
- CR 970 (DNT to Private Road 5155)

Carey Road – Smiley to Legacy ($3,250,000)

This project consists of the reconstruction of the existing gravel road to a 37-foot concrete street. Concrete paving, drainage, signage, and pavement markings will be included in the project. Sidewalks, lighting and landscaping will not be included in the project. This project is a shared construction project with the adjacent developers.

Carl Darnell Parkway – Preston to Public Works ($3,412,922)

This project consists of the construction of a new primary arterial. This project will construct the first two lanes within the ultimate right-of-way of a six-lane divided arterial. Concrete paving, drainage, signage, and pavement markings will be included in the project. Sidewalks, lighting and landscaping will not be included in the project.

Choate Parkway – Kinship to Roseland ($1,417,000)

This project consists of the reconstruction of the existing two-lane asphalt roadway to a two-lane divided arterial within the right-of-way of an ultimate six-lane divided arterial. Concrete paving, drainage, signage, and pavement markings will be included in the project. Sidewalks, lighting and landscaping will not be included in the project.

Coit Road – Choate to Outer Loop ($1,942,560)

This project consists of the reconstruction of the existing two-lane asphalt roadway road as a four-lane divided primary arterial within the ultimate right-of-way of a six-lane divided arterial. The project will include paving, drainage, signage, lighting, landscape, and pavement markings. Sidewalks will be constructed on the west side of the roadway.

Coit Road – Frontier to 1400 FT North of Frontier ($1,300,000)

This project consists of the reconstruction of the existing two-lane asphalt roadway to a four-lane divided arterial within the right-of-way of an ultimate six-lane divided arterial. Concrete paving, drainage, signage, and pavement markings will be included in the project. Sidewalks, lighting and landscaping will not be included in the project. This project will be completed in conjunction with the Town of Prosper and the construction of Coit Rd from Frontier Pkwy south within the Town of Prosper.

Coit Road – J Fred Smith to GA Moore ($2,000,000)

This project consists of the reconstruction of the existing road as a two-lane asphalt roadway as a four-lane divided arterial within the ultimate ROW of a six-lane divided arterial. Concrete paving, drainage, signage, lighting, landscaping, and pavement markings will be a part of this project. Sidewalks will be included adjacent to developed areas. This project is a shared construction project with the adjacent developers.

Dallas North Tollway (DNT) Intersection Improvements ($16,418,232)

This project includes traffic signal design and installation along the North Dallas Parkway at Light Farms Way and Punk Carter. Collin County Outer Loop traffic signal will be constructed as part of the westbound frontage road project through Collin County. The traffic signal at FM 428 will be constructed by the Texas Department of Transportation. This project also includes the construction of U-turn lanes at each bridge intersection and additional pavement width not within the scope of the North Texas Toll Authority (NTTA) DNT project.

Doe Branch Blvd – DNT to CR50 ($2,100,000)

This project consists of the construction of a new primary arterial. This project will construct the first two lanes within the ultimate right-of-way of a six-lane divided arterial. Sidewalks, lighting and landscaping will not be included in this project. This project is a shared construction project with the adjacent developers.

Downtown Streets ($86,624,000)

The downtown street project is a dedicated funding source for downtown streets. Each project will include the conversion of the existing asphalt street to a 29-foot concrete residential street. The construction will include paving, drainage, water, sewer, and sidewalks. Streetlights will be updated to match current subdivision standards. The capital improvement program is designed to fund a series of streets in a single comprehensive project that will allow multiple streets to be designed and constructed together. In 2026, the City Council set a policy to convert all downtown streets within a 10 – 15-year timeframe. The streets listed in the proposed projects below begin the process of meeting the City Council's policy directive.

The 2026 Downtown Streets consists of the following streets: ($17,850,000)

- S. Ohio & S Louisiana - Ash to south end (construction)
- N. Illinois – Pecan to Walnut (design and construction)
- S. Alabama – Sunset to W Oak (design)
- S. Louisiana (design)
  - S. Louisiana – Main to Ash
  - W. Elm St – BNSF to Louisiana
  - W. Ash St – BNSF to Louisiana
- Cherrywood - Oklahoma to E End (design)
- Ousley Park Streets (design)
  - S. Arkansas - Ash to Pecan
  - E. Elm St - Preston to Texas
  - E. Oak St - Arkansas to Texas
  - S. Texas - Ash to Elm
- Downtown Square Streets (design)
  - W. Pecan - Louisiana to Colorado
  - N. Ohio - Walnut to Pecan
  - S. Ohio - Walnut to N of Beech
- S. Ohio Streets (design)
  - S. Ohio Drive - Ash to Main
  - W. Elm St - Louisiana to S Ohio
  - W. Oak St - S Louisiana to Ohio
  - W. Ash St - S Louisiana to Ohio
- S. Colorado Streets (design)
  - S. Colorado - Ash to Elm
  - W. Ash - Ohio to Colorado
  - W. Oak St - Ohio to Colorado
  - W. Elm St - Ohio to Colorado

The 2027 Downtown Streets consists of the following streets: ($15,720,000)

- S. Alabama – Sunset to W Oak (construction)
- S. Louisiana (construction)
  - S. Louisiana – Main to Ash
  - W. Elm St – BNSF to Louisiana
  - W. Ash St – BNSF to Louisiana

The 2028 Downtown Streets consists of the following streets: ($24,300,000)

- Cherrywood - Oklahoma to E End (construction)
- Ousley Park Streets (construction)
  - S. Arkansas - Ash to Pecan
  - E. Elm St - Preston to Texas
  - E. Oak St - Arkansas to Texas
  - S. Texas - Ash to Elm
- Downtown Square Streets (construction)
  - W. Pecan - Louisiana to Colorado
  - N. Ohio - Walnut to Pecan
  - S. Ohio - Walnut to N of Beech

The 2029 Downtown Streets consists of the following streets: ($13,254,000)

- S. Ohio Streets (construction)
  - S. Ohio Drive - Ash to Main
  - W. Elm St - Louisiana to S Ohio
  - W. Oak St - S Louisiana to Ohio
  - W. Ash St - S Louisiana to Ohio
- E. Malone - Preston to Louisiana (construction)

The 2030 Downtown Streets consists of the following streets: ($15,500,000)

- S. Colorado Streets (construction)
  - S. Colorado - Ash to Elm
  - W. Ash - Ohio to Colorado
  - W. Oak St - Ohio to Colorado
  - W. Elm St - Ohio to Colorado
- Lakeview Way East (design)
  - W. Oak - S. Colorado to Alabama
  - Alabama - W. Oak Street to Walnut
  - S. Arizona Dr - Ash to W. Oak
- W Main Streets (design)
  - W. Main Street – S. Louisiana
  - S. Illinois - W. Walnut to W Elm
  - S. Arizona Dr - W. Walnut to W Elm
  - S. Colorado - W. Walnut to W Elm
  - S. Ohio - W. Walnut to W Main
  - S. Louisiana - W. Walnut to W Main

Glendenning Parkway – FM 428 to Preston ($1,000,000)

This project will include full depth reclamation of the existing asphalt street and will include pavement markings. Drainage, sidewalks, lighting, and landscaping are not part of this project. Improvements to the railroad crossing will also be completed as part of this project.

J Fred Smith Pkwy – Lakeway to Coit ($4,620,536)

This project consists of the construction of the first two lanes within the ultimate ROW of a six-lane divided arterial. The project will construct two lanes of concrete paving, drainage, signage and pavement marking improvements will be part of this project. Sidewalks will be constructed adjacent to developed areas. No lighting and landscaping will be included in this project. This project is a shared construction project with the adjacent developers

Kristina Court ($2,300,000)

This project will include the reconstruction of the existing two-lane asphalt road with signage and pavement marking improvements. No drainage, lighting or landscaping will be included in this project.

Legacy Drive – Carey Road to Punk Carter ($14,746,000)

This project consists of the reconstruction of the existing two-lane gravel road as a two-lane concrete primary arterial within the ultimate ROW of a six-lane divided arterial. This project includes the construction of a bridge over Doe Branch creek. Drainage, signage, and paving marking improvements will be a part of this project. Lighting and landscaping will not be included in this project.

Legacy Drive – Celina Parkway to Louisiana Dr ($3,800,000)

This project consists of the construction of a new primary arterial. This project will construct the first two lanes within the ultimate right-of-way of a six-lane divided arterial. Sidewalks, lighting and landscaping will not be included in this project. This project is a shared construction project with the adjacent developers.

Legacy Drive – Honey Creek to Carey ($10,000,000)

This project consists of the reconstruction of the existing two-lane gravel road as a two-lane concrete primary arterial within the ultimate ROW of a six-lane divided arterial. This project includes the construction of a bridge over Doe Branch creek. Drainage, signage, and paving marking improvements will be a part of this project. Lighting and landscaping will not be included in this project.

Legacy Drive – Punk Carter to Outer Loop/FM 428 ($50,548)

This project consists of the reconstruction of the existing two-lane asphalt road as a two-lane concrete primary arterial within the ultimate ROW of a six-lane divided arterial. Drainage, signage, and paving marking improvements will be a part of this project. Lighting and landscaping will not be included in this project.

Lynn Stambaugh (CR94) - Preston to Coit Road ($1,020,000)

This project consists of the full-deep reclamation of the existing asphalt roadway on CR 94 from Preston to Coit Road. Drainage, sidewalks, lighting and landscaping will not be included in this project.

Marilee Road Asphalt Improvements ($3,500,000)

This project will be constructed in two phases.

- *Phase 1* will be the reconstruction of the existing asphalt roadway as a four-lane concrete roadway within the ultimate right-of-way of a six-lane divided arterial from Preston Road to 800 feet west of Preston. Phase 1 improvements will include concrete paving, drainage, lighting, signage, and pavement markings. Sidewalks will not be included in this phase. Railroad improvements will be included in this construction project through coordination with BNSF Railroad. This project is a shared construction project with the adjacent developers. (R84)
- *Phase 2* will include asphalt improvements to the existing asphalt road from west of E Cashion Circle to DNT within the city limits. Phase 2 includes asphalt paving, signage, and pavement markings, but does not include drainage, lighting, or sidewalks.

Median Street Scaping ($1,700,000)

This project consists of the design and construction of median design on divided arterial roadways. No specific projects have been identified, but projects will be identified over the next five years as four-lane divided roadways are completed.

O'Brien – DNT to Legacy ($7,849,710)

This project will construct the third and fourth lanes within the ultimate right-of-way of a six-lane divided arterial. This project includes paving, drainage, signage, lighting, landscaping, and pavement markings. Sidewalks may be included in this project adjacent to developed areas.

Parvin Roadway Construction - FM 1385 to Legacy ($10,000,000)

This project consists of the reconstruction of the existing two-lane asphalt road as a four-lane divided primary arterial within the ultimate right-of-way of a six-lane divided arterial. This project includes paving, drainage, lighting, landscaping, signage, and pavement markings. Sidewalks will be constructed adjacent to developed areas. This project is a shared construction project with Denton County, and the Town of Prosper.

Preston Road Right Turn Lanes ($2,993,644)

The Preston Road right turn lanes will be an annual implementation of funding for the construction of needed right turn lanes along Preston Road between Frontier Parkway and Legacy Drive.

- *2026 – NB Preston at Punk Carter*
- *2027 – NB Preston at Lynn Stambaugh*
- *2028 – NB Preston at CVS Driveway*
- *2029 – SB Preston at Elm Street*
- *2030 – NB Preston at Carter Ranch Retail Driveway*

Ramble Streets Oversize ($12,000,000)

This project consists of the construction of multiple arterial and collector roads within the Ramble subdivision. Concrete paving, drainage, signage, lighting, and pavement markings will be included in the project. Landscaping will not be included in the project. This project will be a shared project between the City and the adjacent subdivision developer.

Roseland & Sunset Paving Reimbursement ($3,310,723)

This project will construct the four lanes of Roseland Parkway from Sunset to the Big Bend Lane and four lanes of Sunset Boulevard from Roseland Parkway to Wilson Creek within the ultimate right-of-way of a six-lane divided arterial. This project is being completed in coordination with the construction of Wilson Creek Park. Sidewalks, lighting and landscaping will be included in this project. This project is a shared construction project with the adjacent developers.

School Zones ($500,000)

This project will provide an annual allocation of funding to install reduced speed zone and additional school traffic control for the projected 2-3 new schools within the City of Celina. These projects will serve both Prosper ISD and Celina ISD and will be developed in coordination with the school districts.

Smiley Road – Parvin to Carey Road ($27,000,000)

This project consists of the reconstruction of the existing asphalt roadway as a concrete roadway. This project will construct the first two lanes within the ultimate right-of-way of a six-lane divided arterial. Paving, drainage, sidewalks, signage and pavement marking improvements will be part of this project. Lighting and landscaping will not be included in the project.

Stallcup – Preston to Serenade ($5,600,000)

This project consists of the construction of a new primary arterial. This project will construct the first two lanes within the ultimate right-of-way of a six-lane divided arterial. Concrete paving, drainage, signage, and pavement markings will be included in the project. Lighting and landscaping will not be included in the project.

Street Construction ($12,833,000)

This project will provide funding for additional roadway projects with the city of Celina. These projects could result from an unexpected issue that arises through the year or could be a partnership between the city of Celina and a developer to facilitate a new roadway construction or possible reconstruction.

Traffic Signals ($486,000)

This project will be annual funding to construct two traffic signals within the City of Celina. The funding will include the full construction of the traffic signal. If TxDOT constructs the traffic signal, the city will be responsible for the cost of powder coating, illuminated name blades, and Opticom. The final location of the traffic signals will be determined based on traffic demands.



CAPITAL IMPROVEMENT PROJECTS 2026-2030

ENTERPRISE PROJECTS

WATER/WASTEWATER
STORMWATER



WATER/WASTEWATER

CIP 5-YEAR-WATER/WASTEWATER	2026	2027	2028	2029	2030
WATER PROJECTS					
12-INCH WATER LINE ALONG DALLAS NORTH TOLLWAY (DNT) FROM PUNK CARTER TO AVILLA	$ -	$ -	$ 200,000	$ 2,500,000	$ -
18-INCH WATER LINE ON DOE BRANCH BOULEVARD FROM CLEAR CREEK TO DALLAS PARKWAY	-	500,000	-	-	-
24-INCH WATER LINE ON GA MOORE PARKWAY FROM COIT TO CUSTER	-	-	892,940	4,800,000	-
24-INCH WATER LINE ON J FRED SMITH PARKWAY FROM PRESTON TO COIT	-	-	4,207,060	-	-
3.0 MGD LOW PRESSURE PLANE ELEVATED STORAGE TANK (UPTOWN)	-	-	17,400,000	-	-
36-INCH WATER LINE COIT ROAD (GLENDENNING TO SUNSET)	-	-	-	700,000	4,700,000
54-INCH WATER LINE ON DALLAS PARKWAY FROM CELINA ROAD PUMP STATION TO J FRED SMITH		11,350,000		-	-
54-INCH WATER LINE ON GLENDENNING PARKWAY FROM CELINA ROAD PUMP STATION TO DNT	-	-	15,900,000	-	-
CCN ACQUISITION FROM MARILEE	2,000,000	2,000,000	2,000,000	2,000,000	
CELINA ROAD & SE PUMP STATION WELLS	8,150,000	10,000,000	-	-	-
CELINA ROAD GROUND STORAGE TANK #2	-	8,000,000	8,000,000	-	-
CELINA ROAD PUMP STATION FROM 25 MGD TO 35 MGD	-	-	10,000,000	20,000,000	26,100,000
CHOATE PARKWAY - KINSHIP TO ROSELAND	1,254,000	-	-	-	-
DECOMMISSIONING OF DOWNTOWN PUMP STATION	-	1,000,000	-	-	-
DOWNTOWN WATER IMPROVEMENTS	-	1,000,000	1,000,000	1,000,000	1,000,000
FRONTIER PARKWAY WATER LINE - PRESTON HILLS CIRCLE TO COIT	16,125	-	-	3,000,000	-
GLENDENNING TRANSMISSION LINE	16,000,000	-	-	-	-
HILLSIDE VILLAGE WATER UPSIZE	106,280	-	-	-	-
RAINWATER OVERSIZE	-	-	-	-	350,000
RAMBLE WATER OVERSIZE	3,000,000	-	-	-	3,000,000
RELOCATION OF 12-INCH AND 36-INCH WATERLINE ALONG FM 428 - DNT TO PRESTON	-	-	10,200,000	-	-
SOUTHEAST PUMP STATION & GROUND STORAGE TANK	28,500,000	7,500,000	-	-	-
WATER CONSERVATION ORDINANCE REVIEW	75,000	-	-	-	-
WASTEWATER PROJECTS					
BUSINESS 289 GRAVITY SEWER UPGRADES	-	1,100,000	-	-	-
CAMBRIDGE CROSSING	-	161,000	161,000	-	-
CELINA NORTH OUTFALL GRAVITY SEWER UPGRADES	-	-	640,000	-	-
DOWNTOWN SEWER IMPROVEMENTS	1,000,000	1,000,000	1,000,000	1,000,000	-
DOWNTOWN SEWER UPGRADES - PERMANENT CITY HALL	-	-	-	4,000,000	-
DOWNTOWN WATER RECLAMATION PLANT PHASE II	20,000,000	30,800,000	-	-	-
FRONTIER LIFT STATION & FORCE MAIN UPGRADES	-	-	-	500,000	4,000,000
LEGACY HILLS WATER RECLAMATION PLANT	-	-	10,000,000	10,000,000	20,000,000
PARALLEL DOE BRANCH INTERCEPTOR - LEGACY TO DALLAS PARKWAY	-	-	-	-	2,000,000
PARALLEL DOE BRANCH INTERCEPTOR - PARVIN TO LEGACY	-	7,000,000	9,250,000	6,250,000	-
PARKS AT WILSON CREEK	-	1,000,000	1,000,000	1,000,000	1,000,000
PARKSIDE LIFT STATION IMPROVEMENTS	-	-	1,000,000	-	-
RAMBLE SEWER OVERSIZE	3,150,000	-	75,000	-	3,100,000
SERENADE MUD SEWER UPSIZE	2,026,562	-	-	-	-
UTILITY OVERSIZING	1,570,000	-	-	-	-
TOTALS	**$ 86,847,967**	**$ 82,411,000**	**$ 92,926,000**	**$ 56,750,000**	**$ 65,250,000**
FUNDING SOURCES	**FY 26 BUDGET**	**FY 27 BUDGET**	**FY 28 BUDGET**	**FY 29 BUDGET**	**FY 30 BUDGET**
BOND FUNDS	$ 65,500,000	$ 71,150,000	$ 68,850,000	$ 53,750,000	$ 56,800,000
DEVELOPER RECEIVABLE	-	-	10,200,000	-	-
UTILITY IMPACT FEE FUND	10,159,562	7,000,000	75,000	-	6,450,000
WATER/SEWER CAPITAL RECOVERY FUNDS	11,188,405	4,261,000	13,801,000	3,000,000	2,000,000
TOTAL	**$ 86,847,967**	**$ 82,411,000**	**$ 92,926,000**	**$ 56,750,000**	**$ 65,250,000**

WATER

12” Water Line Along Dallas North Tollway (DNT) from Punk Carter to Avilla ($2,700,000)

This project includes the construction of a 12-inch water line along the NB DNT from Punk Carter Parkway to connect to the existing 12” line along DNT located south of Doe Branch. The proposed project will provide additional capacity to serve future growth in the southern area of the low-pressure plane and provide additional supply to the Light Farms EST. The 2025 Impact Fee Study identified this as Project 6.

18" Water line on Doe Branch Boulevard from Clear Creek to Dallas Parkway ($500,000)

This project is for the installation of an 18-inch waterline along Doe Branch Boulevard from Clear Creek Parkway to Dallas Parkway. This project will serve the low-pressure plane west of Preston Road and will be a shared project between the City and the adjacent subdivision developer. The 2025 Impact Fee Study identified these as Projects 11 and 12.

24" Water Line on GA Moore from Coit to Custer ($5,692,940)

This project will include the installation of a 24-inch water line along GA Moore Parkway from Coit to Custer. This project will serve the high-pressure plane east of Preston Road. This project will be a shared project between the City and the adjacent subdivision developer.

24" Water Line on J Fred Smith from Preston to Coit ($4,207,060)

This project includes the installation of a 24-inch water line on J Fred Smith from Preston to Coit. This project will serve the high-pressure plane east of Preston Road. This project will be a shared project between the City and the adjacent subdivision developer. The 2025 Impact Fee Study identified this as Project 23.

3.0 MGD Low-Pressure Plane Elevated Storage Tank (Uptown) ($17,400,000)

This project includes the construction of a new 3.0-million-gallon elevated storage tank (EST) in the low-pressure plane. The proposed EST will be located near the intersection of FM 455 and J Fred Smtih Parkway within the Villages of Uptown Development. The proposed project will provide additional storage capacity to serve future growth in the low-pressure plane. The 2025 Impact Fee Study identified this as Project 1.

36" Water Line on Coit Rd (Glendenning to Sunset) ($5,400,000)

This project includes the installation of a 36-inch water line on Coit Road from Glendenning Parkway to Sunset Boulevard. This project will serve the high-pressure plane east of Preston Road. The 2025 Impact Fee Study identified this as Project 7.

54" Water Line on Dallas Parkway from Celina Road Pump Station to J Fred Smith Pkwy ($11,350,000)

This project includes the installation of a 42-inch water line on Dallas Parkway from Celina Road Pump Station to J Fred Smith Parkway. This project will serve the low-pressure plane west of Preston Road. The 2025 Impact Fee Study identified this as Project W.

54" Water Line on Glendenning Parkway from Celina Road Pump Station to DNT ($15,900,000)

This project is for the installation of a 54-inch waterline along Glendenning Parkway from Celina Road Pump Station to Dallas Parkway. This project will serve the high-pressure plane east of Preston Road. The 2025 Impact Fee Study identified this as Project 2.

CCN Acquisition from Marilee ($8,000,000)

This project will fund the acquisition of remainder of CCN from Mustang/Marilee through interlocal agreement for $18,000,000 to fund over 11 years.

Celina Road & SE Pump Station Wells ($18,150,000)

This project will fund the construction of two ground water wells that will be used to supplement the water supply from Upper Trinity Regional Water District. One well will be located at Celina Road Pump Station. The second well will be constructed at the Southeast Pump Station. Each well is projected to have a capacity of 750,000 gallons per day. The 2025 Impact Fee Study identified this as Project 55.

Celina Road Ground Storage Tank #2 ($16,000,000)

This project includes the construction of an additional 6 MG Ground Storage Tank at Celina Road Pump Station. The proposed project will provide additional storage capacity to serve future growth in both the low-pressure plane and high-pressure plane. The 2025 Impact Fee Study identified this as Project D.

Celina Road Pump Station from 25 MGD to 35 MGD ($56,100,000)

This project includes a new 20 MGD firm capacity pump station at the Celina Road Pump Station Site. The proposed project will provide additional pumping capacity to serve future growth in the low-pressure plane and supply the Sunset Pump Station and Ground Storage Tank. The 2025 Impact Fee Study identified this as Project 27.

Choate Parkway – Kinship to Roseland ($1,254,000)

This project is for the installation of a 12-inch waterline along Choate Parkway from Kinship Parkway to Roseland. This project will serve the high-pressure plane east of Preston Road. The 2025 Impact Fee Study identified this as Project U.

Decommissioning of the Downtown Pump Station ($1,000,000)

This project includes the decommissioning of the Downtown Pump Station. The construction of Southeast Pump Station and associated projects will supply the high-pressure plane and replace the Downtown Pump Station. The 2025 Impact Fee Study identified this as Project 3.

Downtown Water Improvements ($4,000,000)

This project includes an annual allocation for improvements to the Downtown water system. Projects could include installation of new water lines, replacement of old water lines, or a combination of both. The projects are identified annually based on needed repairs, ancillary projects, or system improvements.

Frontier Parkway Water Line – Preston Hills Circle to Coit ($3,016,125)

This project is for the installation of a 12-inch waterline along Frontier Parkway from Preston Hills Circle to Coit Road. This project will serve the high-pressure plane east of Preston Road.

Glendenning Transmission Line ($16,000,000)

This project will fund the construction of a 54-inch water line on Glendenning Parkway from FM 428 to the Southeast Pump Station. This project is being completed in coordination with the construction of the Southeast Pump Station and Ground storage tank. This project will serve the high-pressure plane east of Preston Road. The 2025 Impact Fee Study identified this as Project Y.

Hillside Village Water Upsize ($106,280)

This project provides funding to increase the proposed 8-inch water line to be constructed as part of the Hillside Village subdivision to a 18-inch water line. This project will serve the high-pressure plane east of Preston Road and will be a shared project between the City and the adjacent subdivision developer. The 2025 Impact Fee Study identified this as Project Q.

Rainwater Oversize ($350,000)

This project consists of the payment for the oversize of multiple water lines within the Rainwater subdivision beyond the requirements for the subdivision. This project will serve the high-pressure plane east of Preston Road and will be a shared project between the City and the adjacent subdivision developer. The 2025 Impact Fee Study identified these as Projects 36 and 37.

Ramble Water Oversize ($6,000,000)

This project consists of the payment for the oversize of multiple water lines within the Ramble subdivision beyond the requirements for the subdivision. This project will serve the high-pressure plane east of Preston Road and will be a shared project between the City and the adjacent subdivision developer. The 2025 Impact Fee Study identified these as Projects 34,35,37, 38, and 39.

Relocation of 12-inch and 36-inch Waterlines along FM 428 – DNT to Preston ($10,200,000)

This project funds the relocation of two waterlines on FM 428 between DNT and Preston Road. This relocation is necessitated by the realignment of Glendenning Parkway from DNT to Preston Road.

Southeast Pump Station & Ground Storage Tank ($36,000,000)

This project will fund the construction of an 8-million-gallon ground storage tank and a new 25 million gallon per day pump station to serve the high-pressure plane east of Preston Road. The 2025 Impact Fee Study identified this as Project X.

Water Conservation Ordinance Review ($75,000)

This project funds the review of the current subdivision and engineering design standards for water conservation measures.

WASTEWATER

Business 289 Gravity Sewer Upgrades ($1,100,000)

This project will upsize the existing 8-inch (8") gravity sewer line to a 12-inch (12") along Preston Road from south of E Sunset Boulevard to Oklahoma (B 289). The 2025 Impact Fee Study identified this as Project 3.

Cambridge Crossing ($322,000)

This project constructed the water and wastewater infrastructure associated with the development of Cambridge Crossing through a development agreement executed in 2017. This project funds the final two of eight payments to the developer.

Celina North Outfall Gravity Sewer Upgrades ($640,000)

This project will fund the upsizing of 1,670 linear feet the existing eight-inch (8") gravity sewer to a twelve-inch (12") gravity sewer. The 2025 Impact Fee Study identified this as Project 2.

Downtown Sewer Improvements ($4,000,000)

The Downtown Sewer Project will upsize a series of undersized gravity sewer lines in the Downtown area beginning at Preston Rd and extending west toward the Downtown Treatment Plant. The project includes 1,390 feet of 18" line, 7,740 feet of 24" line, 1,520 feet of 30-inch line, and 30-feet of 36" line. The 2025 Impact Fee Study identified this as Project 4.

Downtown Sewer Upgrades – Permanent City Hall ($4,000,000)

The Downtown Sewer Upgrades – Permanent City Hall will upsize sewer lines adjacent to the future permanent City Hall.

Downtown Water Reclamation Plant Phase 2 ($50,800,000)

The existing Downtown Water Reclamation Plant can serve a treatment capacity of 0.95 MGD. This project will expand the existing treatment capacity from 0.95 MGD to 3.0 MGD. The 2025 Impact Fee Study identified this as Project 1A.

Frontier Lift Station & Force Main Upgrades ($4,500,000)

This project will upgrade the existing lift station with an additional 4.6 MGD, making the firm capacity of this lift station 13.8 MGD. This project will also install 890 linear feet of 24-inch force main. The 2025 Impact Fee Study identified this as Project 17.

Legacy Hills Water Reclamation Plant ($40,000,000)

The existing Legacy Hills Water Reclamation Plant can serve a treatment capacity of 0.95 MGD. This project will expand the existing treatment capacity from 0.95 MGD to 2.0 MGD. The 2025 Impact Fee Study identified this as Project 77A.

Parallel Doe Branch Interceptor – Parvin to Dallas Parkway ($2,000,000)

The parallel Doe Branch interceptor will install 14,670 linear feet of 48-inch gravity sewer pipe between Legacy and Dallas Parkway. The 2025 Impact Fee Study identified this as Project 15B.

Parallel Doe Branch Interceptor – Parvin to Legacy ($22,500,000)

The parallel Doe Branch interceptor will install 3,570 linear feet of 42-inch gravity sewer pipe and another 9,560 linear feet of 48-inch sewer pipe. The project also consists of the installation of 1,710 linear feet of 42-inch gravity sewer between Dallas Parkway and Field View Court. The 2025 Impact Fee Study identified this as Projects 15A and 15A(2).

Parks at Wilson Creek ($4,000,000)

The project will construct the 18" water line through the Parks at Wilson Creek from Outer Loop to Sunset Boulevard and will be a shared project between the City and the adjacent subdivision developer. The project will also construct a 24" wastewater line south of Sunset Parkway to connect to the existing Wilson Creek wastewater line.

Parkside Lift Station Improvements ($1,000,000)

This project will upsize 1,670 linear feet of existing eight-inch (8") sewer line to twelve-inch (12") gravity sewer line, expand capacity of existing lift station to 1.5 MGD and upsize the existing 6-inch (6") force main to an 8-inch (8") force main. The 2025 Impact Fee Study identified this as Project 7.

Ramble Sewer Oversize ($6,325,000)

This project will install 8,840 feet linear feet of gravity sewer line from BNSF railroad to Wilson Creek. This project will be completed in cooperation with the developers of Ramble and Rainwater as part of the development of their subdivision. The 2025 Impact Fee Study identified this project as Projects 33B, 33C, and 33D.

Serenade MUD Sewer Upsize ($2,026,562)

This project will upsize the proposed 8" sewer line to a 30" sewer line extending from the Rasor Water Reclamation Plant to the Serenade development. This project will be completed in cooperation with the developers of the Serenade subdivision. The 2025 Impact Fee Study identified this project as Projects 78 and 88.

Utility Oversizing ($1,570,000)

The project includes an allocation of funding for the installation of oversize utility projects within the City of Celina that have been identified in the capital improvement master plan. Oversizing projects are coordinated with the development of adjacent property.



STORMWATER

CIP 5-YEAR-STORMWATER	2026	2027	2028	2029	2030
ANNUAL MAINTENANCE REPAIRS	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000
DOWNTOWN DRAINAGE	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
	-	-	-	-	-
TOTALS	**$ 1,750,000**	**$ 1,750,000**	**$ 1,750,000**	**$ 1,750,000**	**$ 1,750,000**
FUNDING SOURCES	**FY 26 BUDGET**	**FY 27 BUDGET**	**FY 28 BUDGET**	**FY 29 BUDGET**	**FY 30 BUDGET**
DRAINAGE FEES	$ 1,750,000	$ 1,750,000	$ 1,750,000	$ 1,750,000	$ 1,750,000
TOTAL	**$ 1,750,000**	**$ 1,750,000**	**$ 1,750,000**	**$ 1,750,000**	**$ 1,750,000**

Annual Drainage Maintenance Repairs ($3,750,000)

This project includes a $750,000 annual allocation for improvements to the drainage system throughout the city. Projects could include regrading existing drainage channels, the installation of new drainage pipes, the replacement of existing drainage culverts, or a combination of these projects. The projects are identified annually based on needed repairs, ancillary projects, or system improvements.

2026 Annual Drainage Projects ($750,000)

- BNSF - Elm to Beech (Regrade and elevation adjustments)
- Old Celina Park (Drainage and outfall adjustments/reestablishment)
- Redbud Street & Missouri (Regrading and culvert replacements)

2027 Annual Drainage Projects ($750,000)

- North Preston Lakes Dr (Phase 1)
- Preston Hills Circle
- Laughlin Ln (add inlet and regrade) – design & construction
- 712 W. Main St (road flooding solution) – design & construction
- Sunset to Winn Rd Regrading (Lykins Elementary) - design
- Heritage Drainage (culvert replacements) - design
- Smiley Drainage Improvements - design

2028 Annual Drainage Projects ($750,000)

- North Preston Lakes Dr (Phase 2) - construction
- Sunset to Winn Rd Regrading (Lykins Elementary) - construction
- Heritage Drainage (culvert replacements) - construction
- Smiley Drainage Improvements - construction
- Ohio/Walnut Trench Drain (EDC) - design
- NW corner of Louisiana and Ash - design
- S. Ohio (Walnut to W. Elm) - design
- NE Corner of W. Elm and S. Arizona - design

2029 Annual Drainage Projects ($750,000)

- North Preston Lakes Dr (Phase 3)
- Ohio/Walnut Trench Drain (EDC) – construction
- NW corner of Louisiana and Ash – construction
- S. Ohio (Walnut to W Elm) – construction
- NE Corner of W Elm and S Arizona – construction
- Kentucky Swell Regrading – design
- South End of Ohio Regrading - design

2030 Annual Drainage Projects ($750,000)

- Kentucky Swell Regrading – construction
- South End of Ohio Regrading – construction
- Alabama/Bois D'Arc Intersection - design

Downtown Drainage ($5,000,000)

This project includes an annual allocation for improvements to the Downtown drainage system. Projects could include the installation of new drainage pipes, replacement of old culverts, or a combination of both. The projects are identified annually based on needed repairs, ancillary projects, or system improvements.


CELINA
TEXAS
EST. 1876
Life Connected.

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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: March 10, 2026

Agenda Item:
Discussion and consideration of all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation and declaring expectation to reimburse expenditures with proceeds of future debt, including the adoption of a Resolution pertaining thereto. (Stovall)

Background Information:
The City is proposing to issue Certificates of Obligation (CO) Bonds to fund projects identified in the Five-Year Capital Improvement Program (CIP) for FY2026-2030, which was presented to City Council during a February work session and is scheduled for approval at the March 10, 2026, Council meeting. The projects to be funded in FY2026 include investments in Facilities, Public Safety, Parks, Information Technology, Roadways, and Water/Wastewater Utilities. The maximum principal amount of obligations expected to be issued for these projects is $145 million. The City is also requesting approval of a Reimbursement Resolution, which allows eligible project-related expenditures incurred prior to bond issuance to be reimbursed from future bond proceeds.

The City's financing team includes Hilltop Securities, serving as Financial Advisor, and Norton Rose Fulbright as Bond Counsel. Hilltop Securities provides fiduciary guidance on capital planning, debt structuring, and financial matters for the City and related Public Improvement Districts (PIDs). Norton Rose Fulbright provides legal counsel on bond issuance and development districts, ensures compliance with State and Federal tax law, and coordinates with the Texas Attorney General's Office. The City maintains strong credit ratings of "Aa1" (stable) from Moody's and "AA" from S&P, reflecting sound financial management and creditworthiness.

The timeline for bond issuance begins with Council approval of the Notice of Intent on March 10, 2026, followed by required public notice publications in March. Preparation and distribution of the Official Statement will occur through April, with rating agency meetings scheduled for the

week of April 13–17 and ratings expected on May 1, 2026. Pricing of the bonds and adoption of the authorizing Ordinance are scheduled for May 12, 2026, with closing and delivery of funds anticipated on June 11, 2026.

Legal Review:
Legal review provided by Bond Counsel.

Supporting Documents:
1. Staff Presentation
2. Resolution

Financial Consideration:
Issuance of Governmental and Propietary fund debt.

Staff Recommendation:
Staff recommends approval.



CITY COUNCIL MEETING

CERTIFICATES OF OBLIGATION BONDS - 2026

NOTICE OF INTENT AND REIMBURSEMENT RESOLUTION

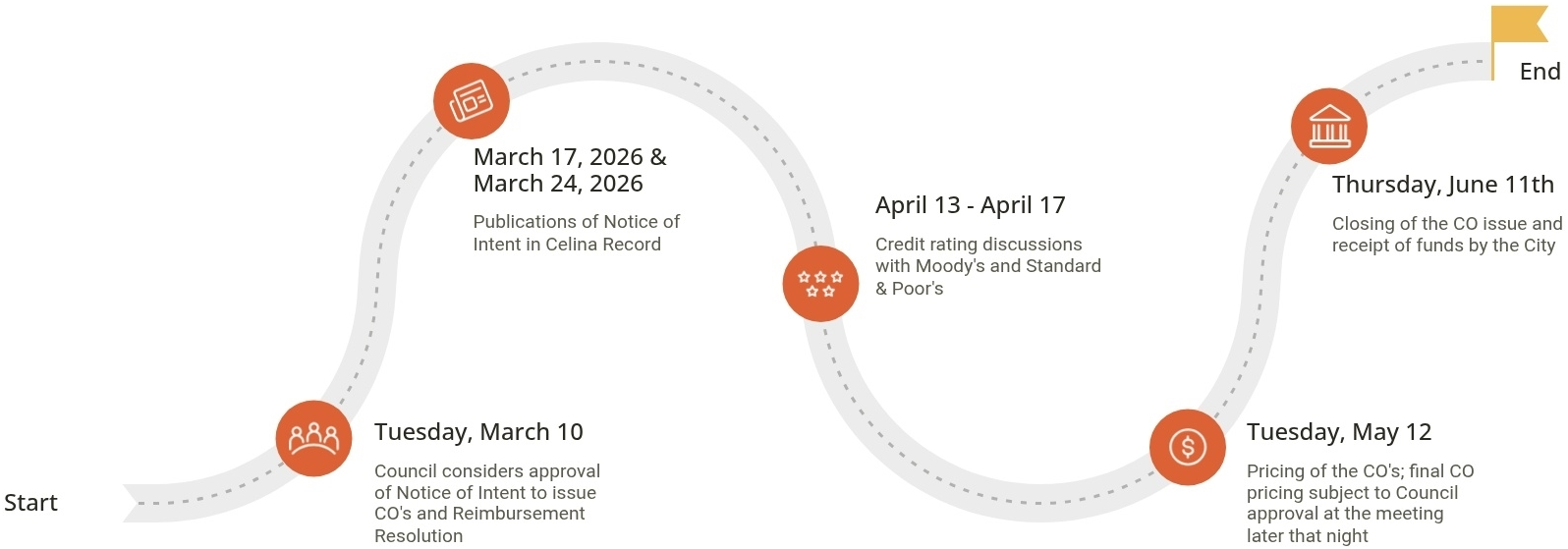
March 10, 2026

Issuance of Certificates of Obligation Bonds



- City is proposing to issue Certificates of Obligation Bonds (CO's) to fund $140.5 million in projects as presented in the Five Year CIP (2026-2030)
  - $75 million for general government projects
  - $65.5 million for water/wastewater projects
  - Total 2026 CIP $140.5 million from Bonds
- The Capital Projects were identified to include Facilities, Public Safety, Parks, Information Technology, Roadway and Water/Wastewater Utilities
- Also requesting approval of a reimbursement resolution
  - Allows the City to spend money on projects now and reimburse funds once CO issue closes

Issuance Timeline



City Financial Team

Hilltop Securities - Financial Advisor

Fiduciary responsibility to the city

Advises on all capital-related matters for the City and related PIDs

Structure overall finance plans

Norton Rose Fulbright - Bond Counsel

Opines on legal matters related to bond issuances and development districts

Ensures City is in compliance with State law and Federal tax law

Interfaces with the Texas Attorney General





Recent Debt Issuance and Credit Profile

3 Year History of Recent Debt Issuance

- 2023: Issued Certificates of Obligation Bonds to fund $48mm for General Government, $40mm for Water/Wastewater and $10mm for CDC projects
- 2024: Issued Certificates of Obligation Bonds to fund $125mm for General Government and $16mm for Water/Wastewater
- 2025: Issued Certificates of Obligation Bonds to fund $80mm for General Government, $58mm for Water/Wastewater and $10 for CDC projects

Credit Rating Profile

- Moody's: "Aa1 stable " rating
- S&P: "AA" rating



Questions?

RESOLUTION NO. 2026-[___]

A RESOLUTION APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION AND DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT.

WHEREAS, the City Council of the City of Celina, Texas (the "City"), has determined that certificates of obligation (the "Certificates") should be issued under and pursuant to the provisions of Subchapter C of Chapter 271, Texas Local Government Code, as amended, for the purpose of paying contractual obligations to be incurred for: (i) designing, constructing, improving, renovating and equipping parking structures for City-owned facilities, including the acquisition of land and rights-of-way therefor, (ii) designing, constructing, improving, remodeling, renovating and equipping an administrative office building housing the government functions of the City and a related parking structure, including the acquisition of land and rights-of-way therefor, (iii) acquiring, designing, constructing, equipping and improving fire-fighting facilities, including the acquisition of land and rights-of-way therefor, (iv) acquiring and installing wireless communication and information technology system equipment and software, (v) acquiring, constructing, improving, remodeling, renovating and equipping park and recreation facilities that are generally accessible to the public and are part of the municipal park and recreation system, including the acquisition of land and rights-of-way therefor, (vi) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (vii) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (viii) improving, remodeling, renovating and equipping an existing public works service center administration building, (ix) constructing flood control and drainage improvements, including the acquisition of land and rights-of-way therefor (collectively, the "Projects") and (x) professional services rendered in connection therewith; and

WHEREAS, the City further intends to make certain capital expenditures with respect to the Projects and currently desires and expects to reimburse the capital expenditures with proceeds of the Certificates; and

WHEREAS, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the City must declare its expectation to make such reimbursement; and

WHEREAS, the City desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations; and

WHEREAS, prior to the issuance of such Certificates, the City Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the City and on the City's website, said notice stating (i) the time and place the Council tentatively proposes to pass the ordinance authorizing the issuance of the Certificates, (ii) the maximum amount proposed to be issued, (iii) the purposes for which the Certificates are to be issued and (iv) the manner in which the Council proposes to pay the Certificates; now, therefore,

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

SECTION 1: That The City reasonably expects to reimburse capital expenditures with respect to the Projects with proceeds of debt hereafter to be incurred by the City, and this resolution shall

constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Projects is $145,000,000.

SECTION 2: That the City Secretary or the Assistant City Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation in one or more series in the principal amount not to exceed one hundred forty five million dollars ($145,000,000) for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, improving, renovating and equipping parking structures for City-owned facilities, including the acquisition of land and rights-of-way therefor, (ii) designing, constructing, improving, remodeling, renovating and equipping an administrative office building housing the government functions of the City and a related parking structure, including the acquisition of land and rights-of-way therefor, (iii) acquiring, designing, constructing, equipping and improving fire-fighting facilities, including the acquisition of land and rights-of-way therefor, (iv) acquiring and installing wireless communication and information technology system equipment and software, (v) acquiring, constructing, improving, remodeling, renovating and equipping park and recreation facilities that are generally accessible to the public and are part of the municipal park and recreation system, including the acquisition of land and rights-of-way therefor, (vi) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (vii) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (viii) improving, remodeling, renovating and equipping an existing public works service center administration building, (ix) constructing flood control and drainage improvements, including the acquisition of land and rights-of-way therefor and (x) professional services rendered in connection therewith; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2: That the City Secretary or the Assistant City Secretary shall cause the aforesaid notice to be (i) published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) posted continuously on the City's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 4: This Resolution shall be in force and effect from and after its passage on the date shown below.

The rest of the page is blank intentionally.

PASSED AND ADOPTED, this March 10, 2026.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

EXHIBIT A

CITY OF CELINA, TEXAS
NOTICE OF INTENTION TO ISSUE
CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the City of Celina, Texas, shall convene at 5:00 p.m. on May 12, 2026, at the City Council chambers located at 112 N. Colorado Street, in the City of Celina, Texas, and, during such meeting, the City Council will consider the passage of one or more ordinances authorizing the issuance of certificates of obligation in one or more series in an amount not to exceed ONE HUNDRED FORTY FIVE MILLION DOLLARS ($145,000,000) for the purpose of paying contractual obligations to be incurred for: (i) designing, constructing, improving, renovating and equipping parking structures for City-owned facilities, including the acquisition of land and rights-of-way therefor, (ii) designing, constructing, improving, remodeling, renovating and equipping an administrative office building housing the government functions of the City and a related parking structure, including the acquisition of land and rights-of-way therefor, (iii) acquiring, designing, constructing, equipping and improving fire-fighting facilities, including the acquisition of land and rights-of-way therefor, (iv) acquiring and installing wireless communication and information technology system equipment and software, (v) acquiring, constructing, improving, remodeling, renovating and equipping park and recreation facilities that are generally accessible to the public and are part of the municipal park and recreation system, including the acquisition of land and rights-of-way therefor, (vi) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (vii) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (viii) improving, remodeling, renovating and equipping an existing public works service center administration building, (ix) constructing flood control and drainage improvements, including the acquisition of land and rights-of-way therefor and (x) professional services rendered in connection therewith; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined waterworks and sewer system. In accordance with Texas Local Government Code Section 271.049, (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is $602,610,000; (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is $917,377,428; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is $259,922,612; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is September 1, 2051. The certificates are to be issued, and this notice is given, pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

City Secretary
City of Celina, Texas

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Robert White, Senior Civil Engineer
CC: Kimberly Brawner, Assistant City Manager
Date: March 10, 2026

Agenda Item:
Consider and act to award Bid 2026-022 for the construction of Celina Road Well, to Dake Construction (The GenCon Group, Inc.) in the amount of $5,986,170.00, plus a ten percent (10%) contingency in the amount of $598,617.00 for a total amount not to exceed $6,584,787.00. (Brawner)

Background Information:
The City's current ten (10) million gallons per day (10MGD) subscription from Upper Trinity Regional Water District (UTRWD) is sufficient for current daily use. UTRWD's newest water source, Lake Ralph Hall, is tentatively scheduled to be operational in May 2027. In April 2025, Council approved the design of two new wells to help offset peak usage until the city grows large enough to warrant an increase in the subscription from UTRWD. Celina Road Pump Station is currently active, and on the 9th of September 2025, the North Texas Groundwater Conservation District approved a production permit for a well at the Celina Road Pump Station in the amount of 900 gallons/minute for half of the year (a total of 236,682,000 gallons/year or approximately 1 MGD) to offset peak demand during the Summer.

Staff recommends awarding the lowest responsible vendor, Dake Construction (The GenCon Group, Inc.), for the construction of the Celina Road Well.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Agreement
4. Agenda Recap

5. Bid Tabulation
6. Form 1295

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

Staff Recommendation:
Staff recommends awarding the bid as presented.



Celina Road Well

Bid 2026-022

March 10, 2026

Kimberly Brawner, P.E., PTOE

Assistant City Manager

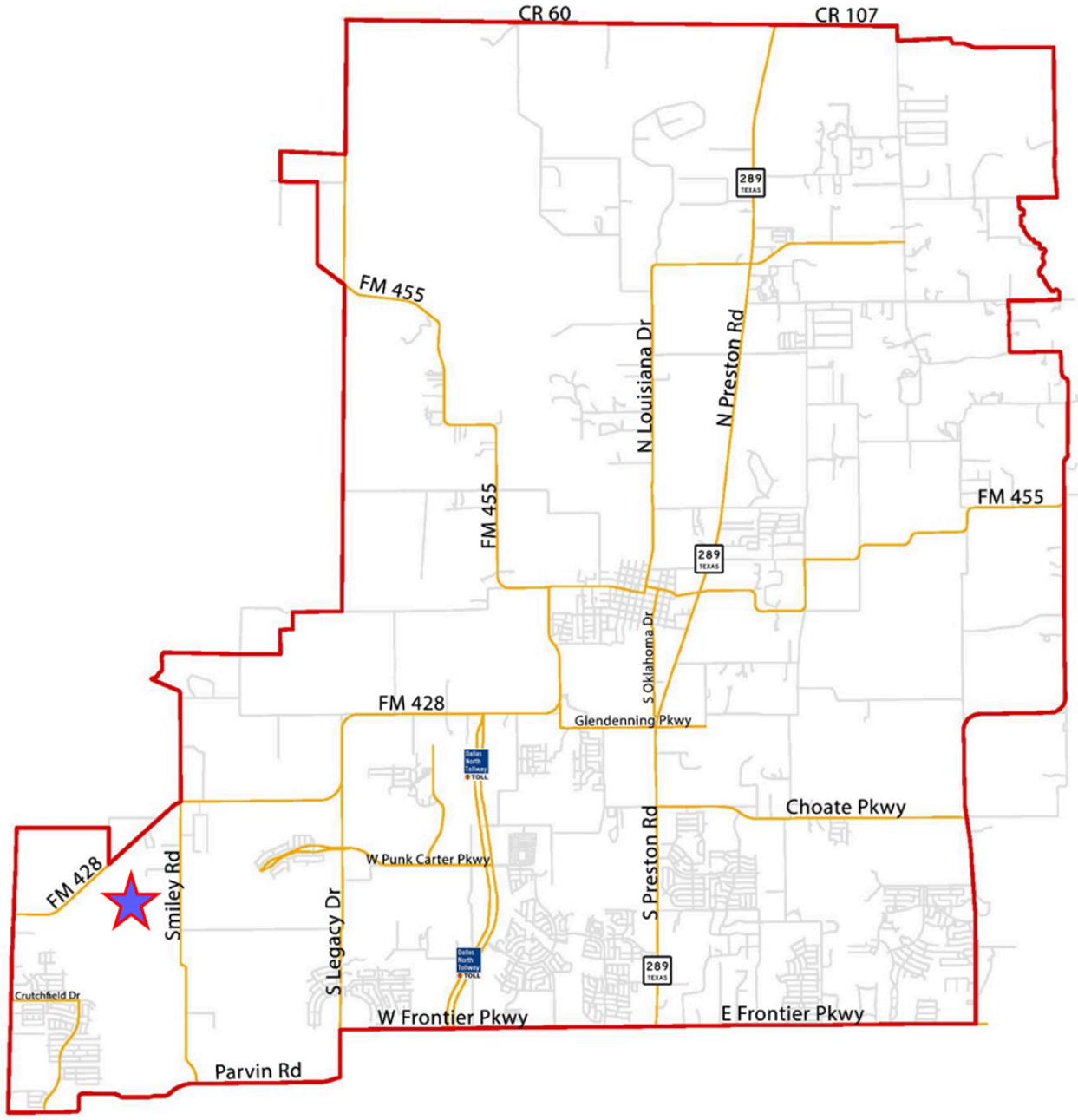
Location Map

Located off FM 428

At Celina Road Pump Station

North of Celina Road

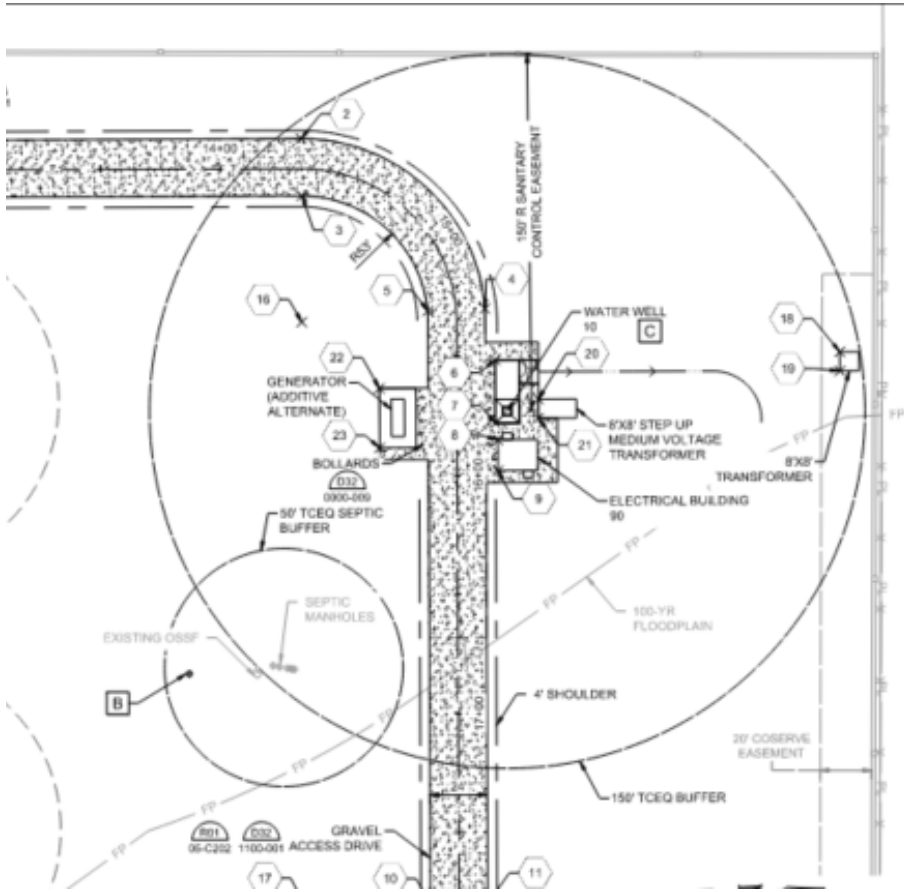




BACKGROUND:

- ☆ The City's subscription to UTRWD is 10MGD UTRWD.
- ☆ February 2025 - the City identified two locations for wells
- ☆ April 2025 - Council approved design contract to Garver for two new wells to supplement the growth and offset peak water needs
- ☆ September 2025 - the North Texas Groundwater Conservation District (NTGCD) approved a production permit for both wells
- ☆ January 2026 - TCEQ issued a conditional approval for construction
- ☆ May 2027 - Lake Ralph Hall is tentatively scheduled to be operational

Scope of Work



1. 900 GPM water well and discharge assembly
2. Electrical building with medium voltage power for the well
3. Yard piping to connect to existing ground storage tank (underground)
4. Electrical, HVAC, SCADA and other related work

Bid 2026-022

Contractor	Base bid + Alternative
Dake Construction (The GenCon Group, Inc.)	$5,986,170.00
CLW Water Group	$7,032,000.00

A | Recommended award is DAKE Construction

B | Contract Days: 330

C | Opinion of Probable Construction Cost (OPCC): $8,402,000

D | Bid Price: $5,986,170.00

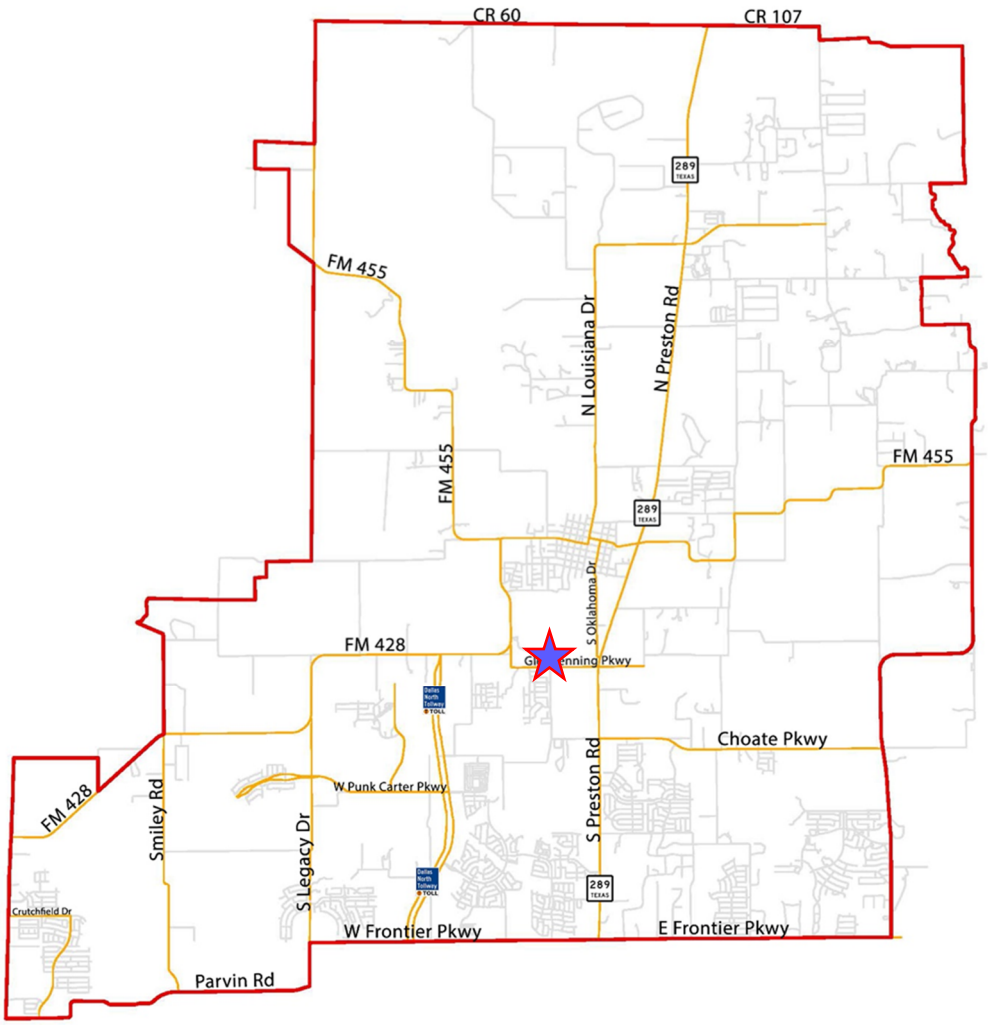
E | 10% Contingency: $598,617.00

F | Total Not to Exceed: $**6,584,787.00**



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 The Gen Con Group, Inc. DBA **Dake Construction** (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
Celina Rd SE Pump Station Wells
BID 2026-022

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:

Project will include construction of one (1) new 900 GPM water well and discharge assembly to be constructed at the Celina Road Pump Station Site as well as an electrical building with medium voltage power for the well. Also included will be yard piping, connection to existing ground storage tank (underground) with electrical, HVAC, SCADA and related work.

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 270 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 330 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

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penalty), CONTRACTOR shall pay OWNER $2500 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER $500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: **$5,986,170.00**

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

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

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

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

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

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

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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 effective once signed by both parties.

CITY OF CELINA, TEXAS	**CONTRACTOR**
	DocuSigned by: Scott Lewis 6293A51CA2C1442...
Signature	**Signature**
	Scott Lewis
Printed Name & Title	Printed Name & Title
	2/19/2026
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**	Dake Construction 2200 Smith Barry Rd STE 150 United States Pantego, Texas 76013

EJCDC® C-410, Bid Form for Construction Contract.
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2026-022 Addendum 4
Dake Construction
The GenCon Group, Inc.
Supplier Response

Event Information

Number: 2026-022 Addendum 4
Title: Celina Rd SE Pump Station Wells
Type: Invitation to Bid
Issue Date: 1/20/2026
Deadline: 2/17/2026 10:00 AM (CT)
Notes: The construction project includes:

Project will include construction of one (1) new 900 GPM water well and discharge assembly to be constructed at the Celina Road Pump Station Site as well as an electrical building with medium voltage power for the well. Also included will be yard piping, connection to existing ground storage tank (underground) with electrical, HVAC, SCADA and related work.

Budget Estimate: $6.2 Million

The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary

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work, and is friendlier to the environment.

Contact Information

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

Dake Construction Information

Contact: Damon Lewis
Address: 2200 Smith Barry Road
Suite 150
Pantego, TX 76013
Phone: (817) 303-7111
Email: dlewis@dakeconstruction.net

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.

R. Scott Lewis
Signature

slewis@dakeconstruction.net
Email

Submitted at 2/17/2026 09:50:22 AM (CT)

Requested Attachments

Bid Bond — 1. Bid Bond.pdf

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

Qualification Statement — 2. Qualification Statement.pdf

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

W9 — 3. W-9.pdf

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

00-403 Contractor Compliance to Texas Sales Tax Code — 4. 00-043 Contractor Compliance to Texas Sales Tax Code.pdf

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

00-410 Experience Record — 5. Experience Record - Hydro.pdf

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

CIQ - Conflict of Interest — 6. CIQ - Conflict of Interest.pdf

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

Form 1295 — 7. Form 1295.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 — 8. 00-401 Non Residen Bidder Form.pdf

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

List of Manufacturers — 9. List of Manufacturers.pdf

The form can be located in the Spec Vol 1

List of Subcontractors — 10. List of Subcontractors.pdf

The form can be located in the Spec Vol 1

Bid Attributes

1 Bond Requirements

Bid Bond: Each Proposal submitted shall be accompanied a Bid Bond, in the amount of 5% of the bid total, from a reliable surety as a guarantee that, if awarded the contract, the Proposer will execute a Construction Agreement with the City, including all required bonds and other documents.

1. A copy of the bond shall be uploaded; **and**
2. The original must be submitted, upon request, to Purchasing within 3 business days.

Payment and Performance Bonds: Payment and Performance Bonds, for the performance of the Work and for payment of those who provide labor or materials, will be required within 10 days after Construction Manager and City execute the Contract. The Payment Bond shall be in an amount equal to 100% of the total bid award; and the Performance Bond shall be in an amount equal to 100% of the total bid award.

1. A payment bond will be required in the event the contract amount exceeds $50,000
2. A performance bond will be required in the event the contract amount exceeds $100,000

Maintenance Bond: The successful firm shall furnish a Maintenance Bond in the amount of 100% of the contract sum covering defects of material and workmanship for **two** calendar years following the City's approval and acceptance of the construction.

All bonds must be written by an approved surety company, licensed in the State of Texas and shall issue all bonds in accordance with Texas law.

☑ I agree to provide the required bonds

2 Mobilization

Mobilization shall be subsidiary to the contract line items

3 Substantial Completion

Substantial Completion = 270calendar days

☑ Acknowledge

4 Completion - Ready for Final Payment

Completion = 330 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 to the Sub-Contractors with ten (10) calendar days after receipt of payment from the City.

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

R. Scott Lewis, President

15 **Contact Person Phone**

(817) 266-5222

16 **Contact Person Email**

slewis@dakeconstruction.net

17 **Main Office Location**

2200 Smith Barry Road, Suite 150, Pantego, TX 76013

18 **Years in Business**

12

19 **Office Location**

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

2200 Smith Barry Road Suite 150 Pantego, TX 76013

20 **Business Name**

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

Dake Construction

21 **Binding Official**

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

R. Scott Lewis

22 **Binding Official Email Address**

slewis@dakeconstruction.net

23 **Licensing**

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

N/A

24 **SB 252**

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

☑ I certify that the statement is accurate and true.

25 **HB 89 ISRAEL**

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

☑ I certify that the statement is accurate and true.

26 **SB 13 Boycotting Energy Companies**

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

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

☑ I certify that the statement is accurate and true.

27 **SB 19 Firearm and ammunition industries**

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

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

☑ I certify that the statement is accurate and true.

28 **Felony Conviction**

State in the space provided one of the following:

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

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

29 **Risk 1: Taxes - Local**

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

Yes

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

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

Yes

31 **Risk 3: Audit/Investigation**

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

No

32 **Risk 4: Debarrment**

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

No

33 **Risk 5: Bonding**

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

No

34 **Risk 6: Licensing**

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

No

35 **Risk 7 Contract Default**

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

No

36 **Risk 8 Contract Termination**

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

No

37 **Risk 9 Claims and Suits**

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

No

38 **Risk 10 Claims and Suits**

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

NO

39

Risk 11 Claims and Suits

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

No

40

Sub-Contractor Payments

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

Provide a statement that you agree to this requirement.

I agree to pay the Sub-Contractors with ten (10) calendar days after receipt of payment.

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)

Acknowledged

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.

Acknowledged

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.

Contractors concerned that material lead times my require more time than allowed by Contract. Delays for materials procurement shall be considered a reasonable delay, and additional days will be allowed by Contract to complete the project without Liquidated Damages as the delays are beyond the control of the General Contractor.

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.

File Number: 801792407

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 **System Access Disclaimer**

It is the sole responsibility of the vendor to ensure timely access to the eProcurement system. The City is not responsible for any technical issues, system outages, connectivity problems, or other circumstances that may prevent timely submission of a response. Vendors are strongly encouraged to submit their responses well in advance of the deadline. Late submissions will not be accepted, regardless of the cause.

☑ I acknowledge and accept the disclaimer

51 **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

52 **Addendum 1**

Please acknowledge receipt of addendum 1.

☑ I acknowledge receipt of Addendum 1

53 **Addendum 2**

Please acknowledge receipt of addendum 2.

☑ I acknowledge receipt of Addendum.

54 **Addendum 3**

Please acknowledge receipt of addendum 3.

☑ I acknowledge receipt of Addendum 3

55 **Addendum 4**

Please acknowledge receipt of addendum 4.

☑ I acknowledge receipt of Addendum 4

Bid Lines

1 **Package Header**

Base Bid

Quantity: 1 UOM: EA Total: $5,570,570.00

Package Items

1.1 All Work in Project except as water well items listed below and the Additive Alternate A (Generator and ATS)

Quantity: 1 UOM: LS Price: $2,071,300.00 Total: $2,071,300.00

1.2 Move in and set up necessary equipment to drill water well test hole, complete as specified.

Quantity: 1 UOM: LS Price: $140,500.00 Total: $140,500.00

1.3 Drill 6-inch to 10-inch pilot hole, complete as specified.

Quantity: 2350 UOM: VF Price: $130.00 Total: $305,500.00

1.4 Develop test well to provide water quality sampling of test well

Quantity: 1 UOM: LS Price: $463,700.00 Total: $463,700.00

1.5 Perform alignment survey and triple combo geophysical log, complete as specified.

Quantity: 1 UOM: LS Price: $40,100.00 Total: $40,100.00

1.6 Cement plug the bottom of the pilot hole, as directed by the Engineer, complete as specified.

Quantity: 50 UOM: VF Price: $74.00 Total: $3,700.00

1.7 Ream the pilot hole to 18 inches in diameter and install 14-inch O.D. casing, complete as specified.

Quantity: 1840 UOM: LF Price: $235.00 Total: $432,400.00

1.8 Install 14-inch O.D. casing with necessary fittings cemented in place, complete as specified.

Quantity: 1840 UOM: LF Price: $150.00 Total: $276,000.00

1.9 Ream the pilot hole to 18 inches in diameter from bottom of casing to full depth of well, complete as specified.

Quantity: 460 UOM: VF Price: $251.00 Total: $115,460.00

1.10 Grout 14-inch casing as specified

Quantity: 1840 UOM: LF Price: $50.00 Total: $92,000.00

1.11 Perform caliper log, complete as specified.

Quantity: 1 UOM: LS Price: $12,200.00 Total: $12,200.00

1.12 Install 12-inch diameter screen and blank liner attached to perforated pipe core section and located at the best water bearing strata per Engineer, complete as specified.

Quantity: 200 UOM: FV Price: $313.00 Total: $62,600.00

1.13 Install 12-inch diameter blank liner including 100 feet (100) of lap into casing and between screen sections as necessary to tie the column together, complete as specified.

Quantity: 305 UOM: VF Price: $104.00 Total: $31,720.00

1.14 Provide and place gravel (600 CF) in the annulus between the ream and liner, and between the liner and the lap, complete as specified.

Quantity: 1 UOM: LS Price: $28,800.00 Total: $28,800.00

1.15 Develop the full-size Water Well, complete as specified.

Quantity: 1 UOM: LS Price: $164,300.00 Total: $164,300.00

1.16 Water Quality Sample of Developed Well

Quantity: 1 UOM: LS Price: $23,400.00 Total: $23,400.00

1.17 Perform development test (12 Hour Step Test) on Water Well, complete as specified.

Quantity: 1 UOM: LS Price: $162,000.00 Total: $162,000.00

1.18 Perform pump test (36-Hour Test) on Water Well, complete as specified.

Quantity: 1 UOM: LS Price: $118,200.00 Total: $118,200.00

1.19 Televise Water Well, complete as specified.

Quantity: 1 UOM: EA Price: $4,700.00 Total: $4,700.00

1.20 Construct Water Well pump foundation, complete as specified and as shown in the Drawings

Quantity: 1 UOM: LS Price: $9,190.00 Total: $9,190.00

1.21 Disinfection of well; and chemical, radiological, and bacteriological sampling and testing on Water Well, complete as specified.

Quantity: 1 UOM: LS Price: $15,100.00 Total: $15,100.00

1.22 Provide electrical conductor from junction box to setting height of submersible vertical turbine pump

Quantity: 1 UOM: LS Price: $37,900.00 Total: $37,900.00

1.23 Provide water level measurement device as included in the plans.

Quantity: 1 UOM: LS Price: $30,600.00 Total: $30,600.00

1.24 Provide 900 gpm submersible vertical turbine pump and motor for Water Well, complete as specified.

Quantity: 1 UOM: LS Price: $773,100.00 Total: $773,100.00

1.25 Install 900 GPM submersible vertical turbine pump and motor for water well as specified. Installation to include 1 inch SS straps every 20 feet for power cable.

Quantity: 1 UOM: LS Price: $108,100.00 Total: $108,100.00

1.26 Provide performance test on Water Well including vibration analysis, complete as specified.

Quantity: 1 UOM: LS Price: $43,000.00 Total: $43,000.00

1.27 Lump Sum Contingency Allowance 1 – Special Inspections

Quantity: 1 UOM: LS Price: $5,000.00 Total: $5,000.00

2 Package Header

Additive Alternate
(Line excluded from response total)

Quantity: 1 UOM: EA Total: $415,600.00

Package Items

2.1 Additive Alternate A: Add Generator and ATS

Quantity: 1 UOM: LS Unit Price: $415,600.00 Total: $415,600.00

Response Total: $5,570,570.00

Docusign Envelope ID: 0BEA0070-D83C-46AF-BAA9-8996E1745A73

LIST OF MANUFACTURERS

Hydro Resources FOR MDC, Inc.

Specification Section	Equipment	Base Bid Equipment Manufacturer (Circle One)
43 25 13	WELL PUMP AND MOTOR	1. Summit ESP (Halliburton) 2380V 400HP 2. ~~Flowise~~ (Baker Hughes) – ESP
26 12 19	MEDIUM VOLTAGE TRANSFORMERS	1. Cooper Industries 2. General Electric Company 3. Howard Industries 4. Maddox 5. ERMCO 6. APP 7. Baker Hughes
26 32 13.13	DIESEL ENGINE GENERATORS	1. Caterpillar 2. Cummins 3. Kohler 4. Generac Not Applicable
26 05 13	MEDIUM VOLTAGE CABLES (SUBMERSIBLE PUMP CABLES)	1. Paige Water 2. 1X Technologies
26 29 23	VARIABLE FREQUENCY MOTOR CONTROLLERS	1. Eaton CPX 2. Or Equal Baker Hughes – Electrospeed (Write In)

Docusign Envelope ID: 0BEA0070-D83C-46AF-BAA9-8996E1745A73

LIST OF MANUFACTURERS

For: Pillar Electric LLC

Specification Section	Equipment	Base Bid Equipment Manufacturer (Circle One)
43 25 13	WELL PUMP AND MOTOR	1. Summit ESP (Halliburton) 2. Flowise (Baker Hughes) Pump Supplier
26 12 19	MEDIUM VOLTAGE TRANSFORMERS	1. Cooper Industries 2. General Electric Company 3. Howard Industries 4. Maddox 5. ERMCO 6. APP Pump Supplier
26 32 13.13	DIESEL ENGINE GENERATORS	1. Caterpillar 2. Cummins 3. Kohler 4. Generac For add alternate, not base bid
26 05 13	MEDIUM VOLTAGE CABLES (SUBMERSIBLE PUMP CABLES)	1. Paige Water 2. 1X Technologies Pump Supplier
26 29 23	VARIABLE FREQUENCY MOTOR CONTROLLERS	1. Eaton CPX 2. Or Equal_____ (Write In) Pump Supplier

Docusign Envelope ID: 0BEA0070-D83C-46AF-BAA9-8996E1745A73

LIST OF PROPOSED SUBCONTRACTORS

I, the undersigned General Contractor, hereby certify that proposals from the following Subcontractors were used in the preparation of my bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and the Owner.

Type of Work: Electrical
Subcontractor's Name: Pillar Electric
License No.: TECL# 40520
Address: 5801 Golden Triangle Blvd., Suite 103, PMB 126, Fort Worth, TX 76244

Type of Work: Coatings
Subcontractor's Name: Dale's Welding Services
License No.: N/A
Address: 9824 County Rd 307, Terrell, TX 75161

Type of Work: Pipe Insulation & Heat Trace
Subcontractor's Name: Faz Contracting LLC
License No.: N/A
Address: 12812 Spring Oak Drive, Balch Springs, TX 75180

Type of Work: Driveway, Concrete & Building
Subcontractor's Name: Larue Construction Inc.
License No.: N/A
Address: 2239 Knightsgate Rd, Argyle, TX 76226

Type of Work: Well Driller
Subcontractor's Name: Hydro Resources
License No.: 54870
Address: 11536 Old Lockhart Road, Creedmoor, TX 78610

Bidder (General Contractor): Dake Construction
License No.: N/A
By: *
Title: R. Scott Lewis, President

*Signature must be the same as on the Bid Form.

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2026-022
SOLICITATION NAME: Celina Rd SE Pump Station Wells
PROJECT #:W80

Bid Opening Date	2/17/26	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	1221
Number of Submissions:	2
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	2
Number of No Bids	7
Did any vendor apply for Local Preference? (Y/N)	No

Review/Evaluation:
An initial review was completed by Purchasing to determine the responsiveness of each bidder.

Two responses were received and both we deemed responsive.

The two responses were sent to the department and engineer of record for further review. The department decided to activate the alternate.

Estimated Budget: $6.2 Million

Contract Price w/Alternate: $5.9 Million

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

Recommended Vendor(s):	Dake Construction
Contract Term:	330 calendar days

Ryan Quigley, Purchasing Agent	2/19/26
Submitted By	Date

Bid 2026-022 Celina Rd SE Pump Station Wells
Opened at 10:00 AM on 2/17/26

Line #	Description	QTY	UOM	Dake Construction (The GenCon Group, Inc.)		CLW Water Group	
				Unit	Extended	Unit	Extended
1	Base Bid						
1.1	All Work in Project except as water well items listed below and the Additive Alternate A (Generator and ATS)	1.00	LS	$2,071,300.00	$ 2,071,300.00	$3,152,775.00	$ 3,152,775.00
1.2	Move in and set up necessary equipment to drill water well test hole, complete as specified.	1.00	LS	$ 140,500.00	$ 140,500.00	$ 135,000.00	$ 135,000.00
1.3	Drill 6-inch to 10-inch pilot hole, complete as specified.	2350.00	VF	$ 130.00	$ 305,500.00	$ 130.00	$ 305,500.00
1.4	Develop test well to provide water quality sampling of test well	1.00	LS	$ 463,700.00	$ 463,700.00	$ 460,000.00	$ 460,000.00
1.5	Perform alignment survey and triple combo geophysical log, complete as specified.	1.00	LS	$ 40,100.00	$ 40,100.00	$ 40,000.00	$ 40,000.00
1.6	Cement plug the bottom of the pilot hole, as directed by the Engineer, complete as specified.	50.00	VF	$ 74.00	$ 3,700.00	$ 70.00	$ 3,500.00
1.7	Ream the pilot hole to 18 inches in diameter and install 14-inch O.D. casing, complete as specified.	1840.00	LF	$ 235.00	$ 432,400.00	$ 230.00	$ 423,200.00
1.8	Install 14-inch O.D. casing with necessary fittings cemented in place, complete as specified.	1840.00	LF	$ 150.00	$ 276,000.00	$ 150.00	$ 276,000.00
1.9	Ream the pilot hole to 18 inches in diameter from bottom of casing to full depth of well, complete as specified.	460.00	VF	$ 251.00	$ 115,460.00	$ 250.00	$ 115,000.00
1.10	Grout 14-inch casing as specified	1840.00	LF	$ 50.00	$ 92,000.00	$ 50.00	$ 92,000.00
1.11	Perform caliper log, complete as specified.	1.00	LS	$ 12,200.00	$ 12,200.00	$ 15,000.00	$ 15,000.00
1.12	Install 12-inch diameter screen and blank liner attached to perforated pipe core section and located at the best water bearing strata per Engineer, complete as specified.	200.00	FV	$ 313.00	$ 62,600.00	$ 310.00	$ 62,000.00
1.13	Install 12-inch diameter blank liner including 100 feet (100) of lap into casing and between screen sections as necessary to tie the column together, complete as specified.	305.00	VF	$ 104.00	$ 31,720.00	$ 105.00	$ 32,025.00
1.14	Provide and place gravel (600 CF) in the annulus between the ream and liner, and between the liner and the lap, complete as specified.	1.00	LS	$ 28,800.00	$ 28,800.00	$ 30,000.00	$ 30,000.00
1.15	Develop the full-size Water Well, complete as specified.	1.00	LS	$ 164,300.00	$ 164,300.00	$ 165,000.00	$ 165,000.00
1.16	Water Quality Sample of Developed Well	1.00	LS	$ 23,400.00	$ 23,400.00	$ 25,000.00	$ 25,000.00
1.17	Perform development test (12 Hour Step Test) on Water Well, complete as specified.	1.00	LS	$ 162,000.00	$ 162,000.00	$ 160,000.00	$ 160,000.00
1.18	Perform pump test (36-Hour Test) on Water Well, complete as specified.	1.00	LS	$ 118,200.00	$ 118,200.00	$ 120,000.00	$ 120,000.00
1.19	Televise Water Well, complete as specified.	1.00	EA	$ 4,700.00	$ 4,700.00	$ 5,000.00	$ 5,000.00
1.20	Construct Water Well pump foundation, complete as specified and as shown in the Drawings	1.00	LS	$ 9,190.00	$ 9,190.00	$ 20,000.00	$ 20,000.00
1.21	Disinfection of well; and chemical, radiological, and bacteriological sampling and testing on Water Well, complete as specified.	1.00	LS	$ 15,100.00	$ 15,100.00	$ 15,000.00	$ 15,000.00
1.22	Provide electrical conductor from junction box to setting height of submersible vertical turbine pump	1.00	LS	$ 37,900.00	$ 37,900.00	$ 40,000.00	$ 40,000.00
1.23	Provide water level measurement device as included in the plans.	1.00	LS	$ 30,600.00	$ 30,600.00	$ 30,000.00	$ 30,000.00
1.24	Provide 900 gpm submersible vertical turbine pump and motor for Water Well, complete as specified.	1.00	LS	$ 773,100.00	$ 773,100.00	$ 780,000.00	$ 780,000.00
1.25	Install 900 GPM submersible vertical turbine pump and motor for water well as specified. Installation to include 1 inch SS straps every 20 feet for power cable.	1.00	LS	$ 108,100.00	$ 108,100.00	$ 105,000.00	$ 105,000.00
1.26	Provide performance test on Water Well including vibration analysis, complete as specified.	1.00	LS	$ 43,000.00	$ 43,000.00	$ 40,000.00	$ 40,000.00
1.27	Lump Sum Contingency Allowance 1 – Special Inspections	1.00	LS	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
	Total				**$ 5,570,570.00**		**$ 6,652,000.00**
2	Additive Alternate						
2.1	Additive Alternate A: Add Generator and ATS	1.00	LS	$ 415,600.00	$ 415,600.00	$ 380,000.00	$ 380,000.00
	Total with Alternate				**$ 5,986,170.00**		**$ 7,032,000.00**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1420642

Date Filed:
02/13/2026

Date Acknowledged:
02/23/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dake Construction
Pantego, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Celina

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CIP-25-004040
Celina Road PS Well and Infrastructure

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Lewis, Scott	Pantego, TX United States	X	
Lewis, Pamela	Pantego, TX United States	X	
Lewis, Damon	Pantego, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Linda Majeed, Civil Engineer
CC: Kimberly Brawner, Assistant City Manager
Date: March 10, 2026

Agenda Item:
Consider and act to award Bid 2026-020 for the Dallas Parkway Intersection Improvements project to Mario Sinacola & Sons Excavating, Inc., in the amount of $3,171,201.78, plus a ten (10) percent contingency of $317,120.18 for a total amount not to exceed $3,488,321.96. (Brawner)

Background Information:
On March 14, 2023, the City Council approved a contract to Lee Engineering to design traffic signals on Dallas Parkway at Light Farms Way and at Punk Carter Parkway. On September 12, 2023, the City Council approved a design for intersection improvements to Halff Associates, Inc. On July 8, 2025, the City Council approved a resolution to acquire the right-of-way (ROW) necessary for this project. The design is complete, and all ROW has been secured. Staff coordinated this design with representatives from North Texas Tollway Authority (NTTA).

On February 12, 2026, the City received responses to Bid 2026-020 for the Dallas Parkway Intersection Improvements project. The project primarily includes additional pavement improvements at Light Farms Way at Dallas Parkway, Punk Carter Parkway at Dallas Parkway, and FM 428 at Dallas Parkway. These improvements include dedicated turn lanes and the realignment of eastbound Light Farms Way to be compatible with the North Texas Tollway Authority's (NTTA) construction of widened cross-street pavement between the existing Dallas Parkway frontage roads. Additionally, the improvements include installing two new traffic signals at Light Farms Way and Dallas Parkway and at Punk Carter Parkway and Dallas Parkway, as well as repairing existing landscaping, hardscape, and irrigation to enhance functionality and aesthetics.

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

Supporting Documents:

1. Staff Presentation
2. Location Map
3. Agreement
4. Agenda Recap
5. Bid Tabulation
6. Form 1295

Financial Consideration:

Funding is available through roadway impact fees. Expenditure will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:

Staff recommends awarding the contract as presented.



DALLAS PARKWAY INTERSECTION IMPROVEMENTS

Bid 2026-020

03/10/2026

Kimberly Brawner, P.E., PTOE

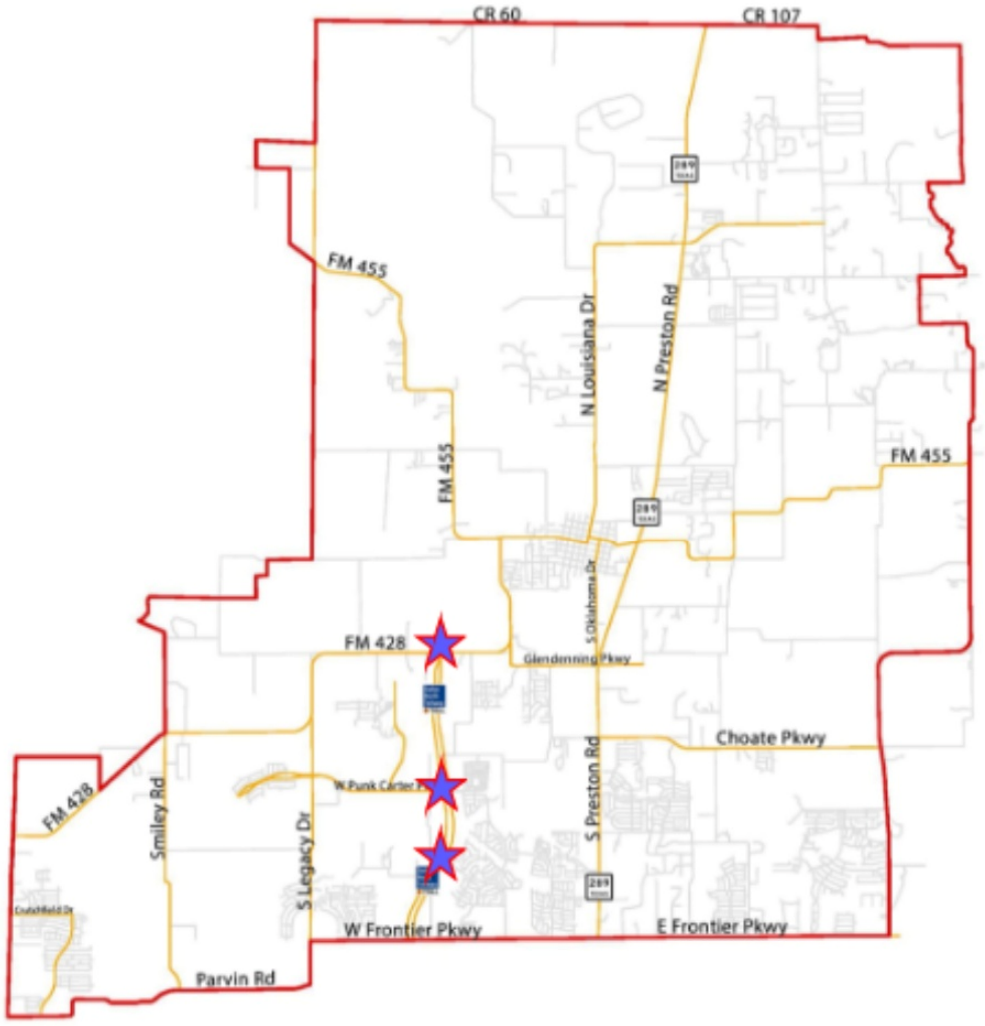
Assistant City Manager

Location Map

Dallas Pkwy at FM 428

Dallas Pkwy at Punk Carter

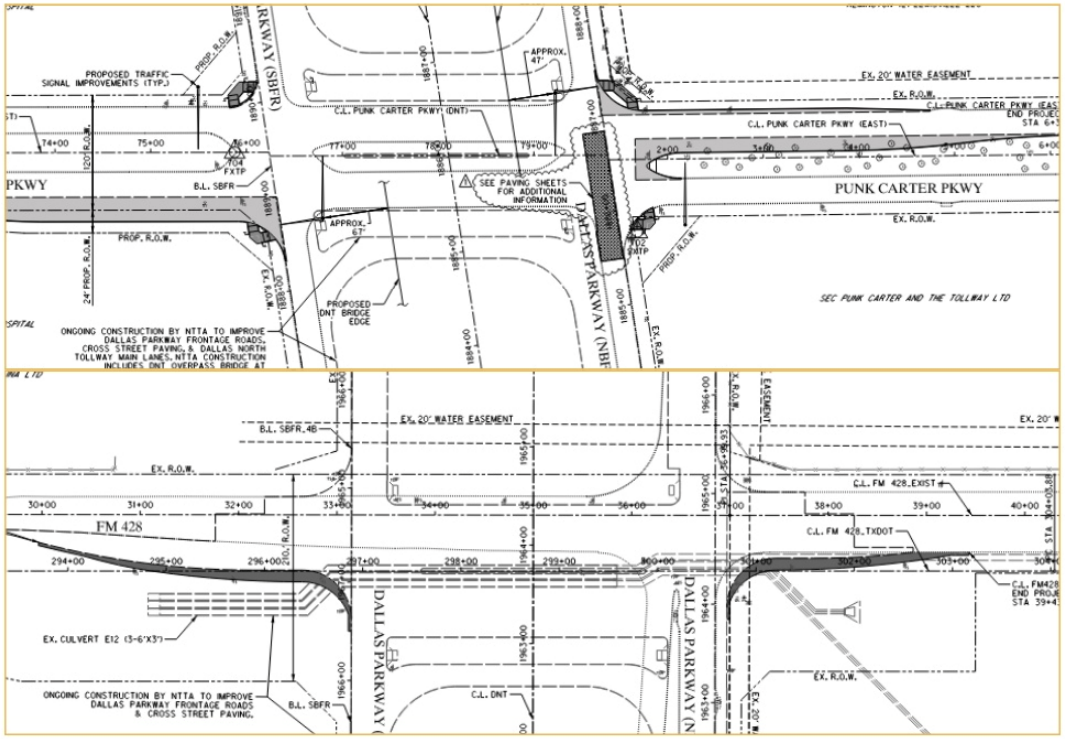
Dallas Pkwy at Light Farms



Background

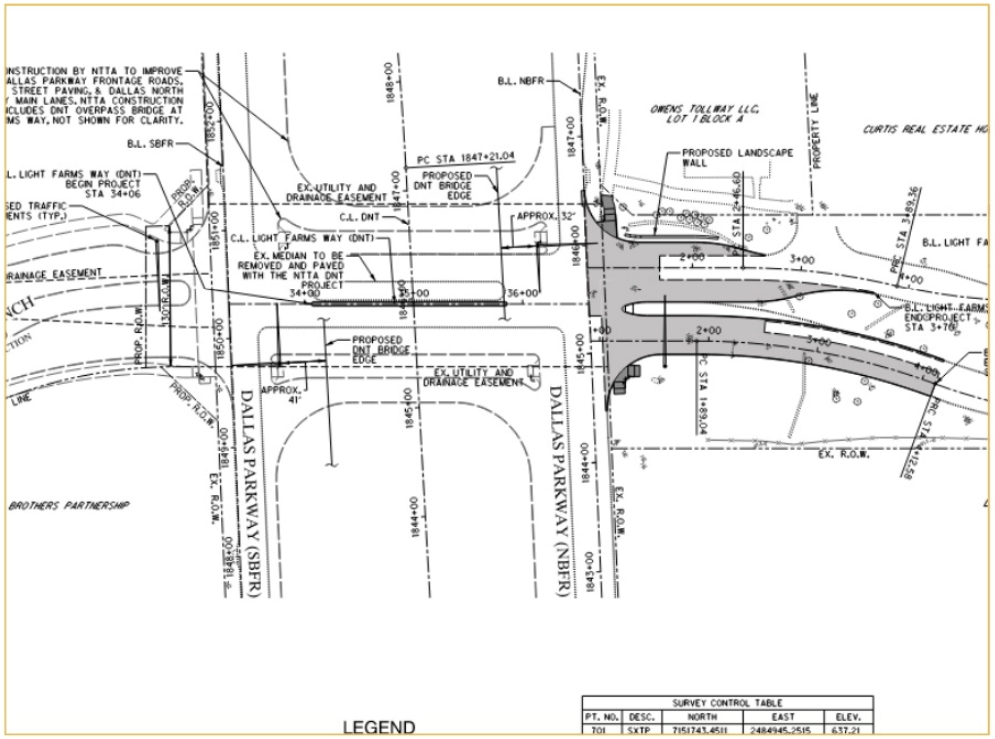
- March 14, 2023 - City council approved signals design contract to Lee Engineering.
- September 12, 2023 - City council approved Intersection Improvements to Halff Associates, Inc.
- July 8, 2025 - City council approved a resolution for the acquisition of right-of-way (ROW).
- January 16, 2026 - Bid invitation was advertised in the local paper, posted on the City's eProcurement system and vendors were notified.
- February 12, 2026 - City received six responses to the sealed proposal 2026-020 for construction of improvements.
- Upon receiving positive feedback from vendor's references, staff recommended Mario Sinacola & Sons Excavating, Inc. as the lowest responsible bidder.

Scope of Work



- ☆ Dedicated right and left turn lanes.
- ☆ Locations: Punk Carter Pkwy & FM 428.

Scope of Work



- Realignment of eastbound Light Farms Way.

Scope of Work



- Two new traffic signals at Light Farms Way & Dallas Pkwy and Punk Carter Pkwy & Dallas Pkwy.

Bid 2026-020

Responding Supplier	Response Total
Mario Sinacola & Sons Excavating	$3,171,201.78
GRod Construction, LLC (GRod Co	$3,198,739.15
FNH Construction LLC	$3,521,536.00
McMahon Contracting LP	$3,625,774.95
XIT Paving and Construction In	$3,695,215.00
Tiseo Paving	$3,752,936.25

A | Lowest apparent bidder is Mario Sinacola & Sons Excavating, Inc.

B | Contract days: 360

C | Opinion of Probable Construction Cost (OPCC): $3,801,364.50

D | Bid Price: $3,171,201.78

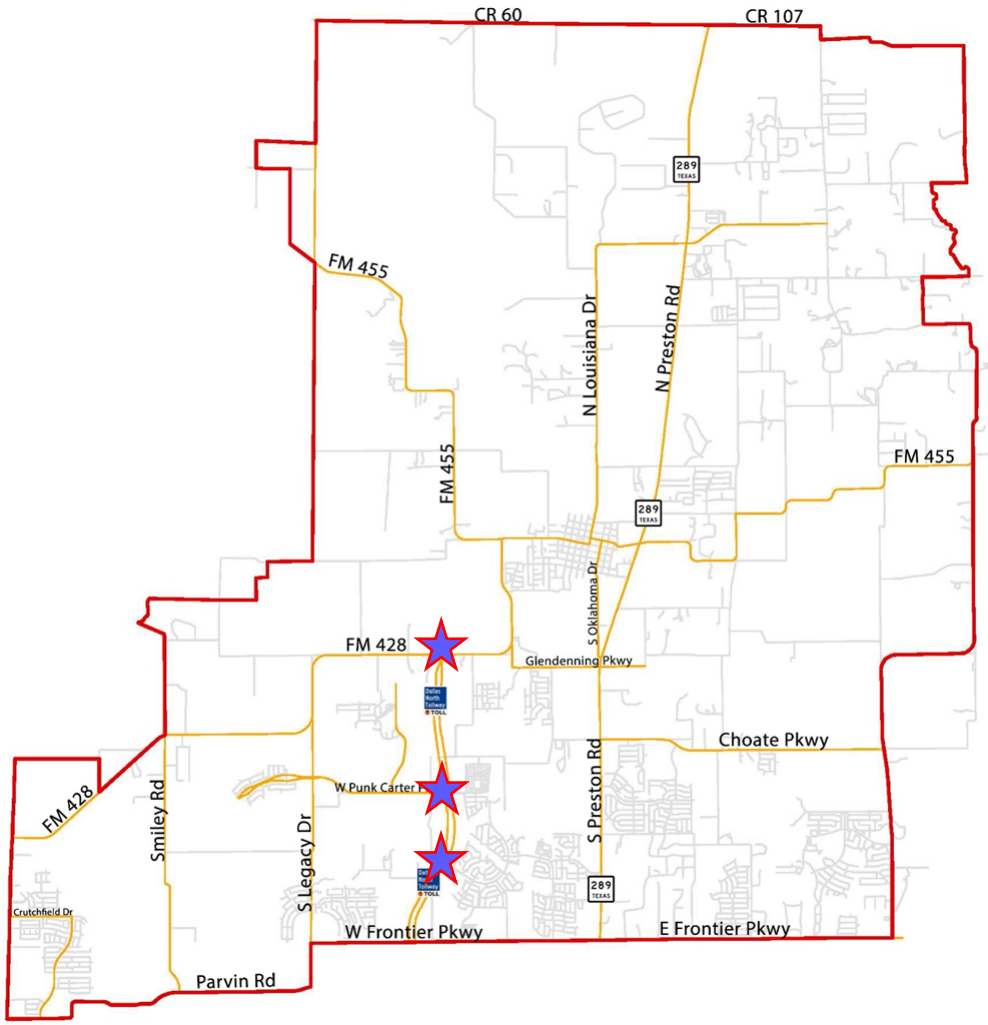
E | 10% Contingency: $317,120.18

F | Total Not to Exceed: **$3,488,321.96**



Thank You!

LOCATION MAP



Docusign Envelope ID: C45E3B86-A8C4-4BF7-AA89-1985C2CCFC94

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 Mario Sinacola & Sons Excavating Inc (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
DNT Intersection Improvements
Bid 2026-020

ARTICLE 2 – THE PROJECT

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

The project consists of reconstruction of Light Farms Way at Dallas Parkway and Punk Carter Parkway at Dallas Parkway to accommodate additional lanes and realign pavements in coordination with NTTA's Dallas Parkway improvements. The project includes roadway paving, grading, landscaping, hardscape, irrigation, and traffic signals.

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 330 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 360 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

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penalty), CONTRACTOR shall pay OWNER $2,000 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER $500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: **$3,171,201.78**

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 effective once signed by both parties.

CITY OF CELINA, TEXAS	**CONTRACTOR**
	Signed by: Robert L. Stevens 0F90655B55D048A...
	Robert L. Stevens
	Printed Name & Title
	2/17/2026
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**	10950 Research Rd Frisco United States TX 75033

EJCDC® C-410, Bid Form for Construction Contract.
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2026-020 Addendum 2
Mario Sinacola & Sons Excavating, Inc.
Supplier Response

Event Information

Number: 2026-020 Addendum 2
Title: DNT Intersection Improvements
Type: Invitation to Bid
Issue Date: 1/16/2026
Deadline: 2/12/2026 10:00 AM (CT)
Notes: The construction project includes:

The project consists of reconstruction of Light Farms Way at Dallas Parkway and Punk Carter Parkway at Dallas Parkway to accommodate additional lanes and realign pavements in coordination with NTTA's Dallas Parkway improvements. The project includes roadway paving, grading, landscaping, hardscape, irrigation, and traffic signals.

Budget Estimate: $3.45 Million

To register for the virtual bid opening please click HERE

The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary

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work, and is friendlier to the environment.

Contact Information

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

Mario Sinacola & Sons Excavating, Inc. Information

Contact: Harlan Jones
Address: 10950 Research Road
Frisco, TX 75033
Phone: (214) 387-3900
Fax: (214) 387-3940
Email: SinacolaAgtek@MarioSinacola.Com
Web Address: mariosinaola.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.

Robert L. Stevens
Signature

bstevens@mariosinacola.com
Email

Submitted at 2/12/2026 08:56:14 AM (CT)

Requested Attachments

Bid Bond

MSSEI Excuted Bid Bond_Celina DNT.pdf

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

W9

MSSEI Executed_W-9.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_executed.pdf

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

00-410 Experience Record

MSSEI_Section_00410_-_Experience_Record.pdf

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

CIQ - Conflict of Interest

MSSEI Executed_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

MSSEI Executed - Form 1295.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

MSSEI Executed - Contractor Compliance to State Law.pdf

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

Bid Attributes

1 Bond Requirements

Bid Bond: Each Proposal submitted shall be accompanied a Bid Bond, in the amount of 5% of the bid total, from a reliable surety as a guarantee that, if awarded the contract, the Proposer will execute a Construction Agreement with the City, including all required bonds and other documents.

1. A copy of the bond shall be uploaded; **and**
2. The original must be submitted, upon request, to Purchasing within 3 business days.

Payment and Performance Bonds: Payment and Performance Bonds, for the performance of the Work and for payment of those who provide labor or materials, will be required within 10 days after Construction Manager and City execute the Contract. The Payment Bond shall be in an amount equal to 100% of the total bid award; and the Performance Bond shall be in an amount equal to 100% of the total bid award.

1. A payment bond will be required in the event the contract amount exceeds $50,000
2. A performance bond will be required in the event the contract amount exceeds $100,000

Maintenance Bond: The successful firm shall furnish a Maintenance Bond in the amount of 100% of the contract sum covering defects of material and workmanship for **two** calendar years following the City's approval and acceptance of the construction.

All bonds must be written by an approved surety company, licensed in the State of Texas and shall issue all bonds in accordance with Texas law.

☑ I agree to provide the required bonds

2 Mobilization

Mobilization shall be subsidiary to the contract line items

3 Substantial Completion

Substantial Completion = 330 calendar days

☑ Acknowledge

4 Completion - Ready for Final Payment

Completion = 360 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.

Agree to sub-contractor payments

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

Robert L. Stevens, Vice President

15 **Contact Person Phone**

(214) 387-3900

16 **Contact Person Email**

bstevens@mariosinacola.com

17 **Main Office Location**

10950 Research Road, Frisco Texas 75033

18 **Years in Business**

50

19 **Office Location**

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

10950 Research Road, Frisco Texas 75033

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.

Michael Sinacola, Vice President

22 **Binding Official Email Address**

msinacola@mariosinacola.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.

State of Texas - 38-1812253

24 **SB 252**

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

☑ I certify that the statement is accurate and true.

25 **HB 89 ISRAEL**

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

☑ I certify that the statement is accurate and true.

26 **SB 13 Boycotting Energy Companies**

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

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

☑ I certify that the statement is accurate and true.

27 **SB 19 Firearm and ammunition industries**

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

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

☑ I certify that the statement is accurate and true.

28 **Felony Conviction**

State in the space provided one of the following:

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

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

29 **Risk 1: Taxes - Local**

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

yes

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

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

yes

31 **Risk 3: Audit/Investigation**

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

No

32 **Risk 4: Debarrment**

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

No

33 **Risk 5: Bonding**

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

No

34 **Risk 6: Licensing**

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

No

35 **Risk 7 Contract Default**

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

No

36 **Risk 8 Contract Termination**

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

No

37 **Risk 9 Claims and Suits**

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

No

38 **Risk 10 Claims and Suits**

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

No

39

Risk 11 Claims and Suits

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

No

40

Sub-Contractor Payments

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

Provide a statement that you agree to this requirement.

I agree to the sub-contractor payment requirements.

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)

Agreed

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.

Agreed

43

Public or Private

Is your business publicly traded?

No

44 **Exceptions / Comments**

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

NONE

45 **Ex-Parte Communication**

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

46 **State of Texas Registration**

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

Yes, File No. 5142106

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 **System Access Disclaimer**

It is the sole responsibility of the vendor to ensure timely access to the eProcurement system. The City is not responsible for any technical issues, system outages, connectivity problems, or other circumstances that may prevent timely submission of a response. Vendors are strongly encouraged to submit their responses well in advance of the deadline. Late submissions will not be accepted, regardless of the cause.

☑ I acknowledge and accept the disclaimer

51 **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

52 **Addendum 1**

Please acknowledge receipt of addendum 1.

☑ I acknowledge receipt of Addendum 1

53 **Addendum 2**

Please acknowledge receipt of addendum 2.

☑ I acknowledge receipt of Addendum.

Bid Lines

1 **Package Header**

General

Quantity: 1 Total: $221,200.00

Package Items

1.1 BARRICADES, SIGNS, AND TRAFFIC HANDLING

Quantity: 12 UOM: MO Price: $10,000.00 Total: $120,000.00

1.2 PORTABLE CHANGEABLE MESSAGE SIGNS

Quantity: 4 UOM: EA Price: $10,500.00 Total: $42,000.00

1.3 GENERAL SITE PREPARATION (2 percent MAX)

Quantity: 1 UOM: LS Price: $59,200.00 Total: $59,200.00

2 **Package Header**

Removals

Quantity: 1 Total: $46,522.00

Package Items

2.1 REMOVE CONCRETE PAVEMENT (INCLUDING BASE & CURB)

Quantity: 1565 UOM: SY Price: $20.00 Total: $31,300.00

2.2 REMOVE CONCRETE SIDEWALK AND RAMPS

Quantity: 47 UOM: SY Price: $20.00 Total: $940.00

2.3 REMOVE MEDIAN CONCRETE/PAVERS

Quantity: 27 UOM: SY Price: $20.00 Total: $540.00

2.4 REMOVE LANDSCAPE WALL

Quantity: 78 UOM: LF Price: $39.00 Total: $3,042.00

2.5 REMOVE SIGN & ASSEMBLY

Quantity: 11 UOM: EA Price: $200.00 Total: $2,200.00

2.6 ADJUST STORM MANHOLE

Quantity: 1 UOM: EA Price: $8,500.00 Total: $8,500.00

3 Package Header

Roadway

Quantity: 1 Total: $1,059,603.00

Package Items

3.1 EXCAVATION (ROADWAY)

Quantity: 2900 UOM: CY Price: $62.00 Total: $179,800.00

3.2 EMBANKMENT

Quantity: 500 UOM: CY Price: $42.00 Total: $21,000.00

3.3 8 inch LIME STABILIZED SUBGRADE

Quantity: 4640 UOM: SY Price: $15.00 Total: $69,600.00

3.4 HYDRATED LIME (52 LBS/SY)

Quantity: 112 UOM: TON Price: $325.00 Total: $36,400.00

3.5 9 inch REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT W/ CURB

Quantity: 4101 UOM: SY Price: $113.00 Total: $463,413.00

3.6 CONCRETE STREET HEADER

Quantity: 14 UOM: LF Price: $30.00 Total: $420.00

3.7 LAYDOWN MEDIAN NOSE

Quantity: 2 UOM: EA Price: $3,500.00 Total: $7,000.00

3.8 CONCRETE SIDEWALK (6 inch THICK)

Quantity: 54 UOM: SY Price: $200.00 Total: $10,800.00

3.9 10 Feet CURB RAMP (TY 1)

Quantity: 2 UOM: EA Price: $3,300.00 Total: $6,600.00

3.10 10 Feet CURB RAMP (TY 5)

Quantity: 1 UOM: EA Price: $3,600.00 Total: $3,600.00

3.11 10 Feet CURB RAMP (TY 7)

Quantity: 8 UOM: EA Price: $3,000.00 Total: $24,000.00

3.12 10 Feet COMBINATION CURB RAMP

Quantity: 1 UOM: EA Price: $4,000.00 Total: $4,000.00

3.13 8 Inch FLEXBASE TYPE D GR 1-2

Quantity: 698 UOM: SY Price: $40.00 Total: $27,920.00

3.14 D-GR HMA TY-B PG64-22

Quantity: 127 UOM: TON Price: $150.00 Total: $19,050.00

3.15 D-GR HMA TY-C SAC-A PG70-22

Quantity: 127 UOM: TON Price: $150.00 Total: $19,050.00

3.16 CONCRETE CURB (DOWELLED)

Quantity: 365 UOM: LF Price: $25.00 Total: $9,125.00

3.17 LANDSCAPE PAVERS

Quantity: 60 UOM: SY Price: $215.00 Total: $12,900.00

3.18 LANDSCAPE WALL

Quantity: 305 UOM: SF Price: $85.00 Total: $25,925.00

3.19 8 INCH REINFORCED CONCRETE PAVEMENT (HES) (MISC. PANEL REPLACEMENT)(COMPLETE IN PLACE)

Quantity: 340 UOM: SY Price: $350.00 Total: $119,000.00

4 Package Header

Erosion Control

Quantity: 1 Total: $66,173.18

Package Items

4.1 SWPPP

Quantity: 1 UOM: LS Price: $2,500.00 Total: $2,500.00

4.2 HYDROMULCH SEEDING (BERMUDA SEED)

Quantity: 3326 UOM: SY Price: $1.08 Total: $3,592.08

4.3 SODDING (BERMUDA)

Quantity: 3076 UOM: SY Price: $4.95 Total: $15,226.20

4.4 4 Inch TOPSOIL

Quantity: 6402 UOM: SY Price: $3.00 Total: $19,206.00

4.5 SILT FENCE (INSTALL/MAINTAIN/REMOVE)

Quantity: 1522 UOM: LF Price: $2.65 Total: $4,033.30

4.6 INLET PROTECTION (INSTALL/MAINTAIN/REMOVE)

Quantity: 6 UOM: EA Price: $202.60 Total: $1,215.60

4.7 CONSTRUCTION ENTRANCE (INSTALL/MAINTAIN/REMOVE)

Quantity: 8 UOM: EA Price: $2,550.00 Total: $20,400.00

5 Package Header

Signing and Pavement Marking

Quantity: 1 Total: $78,146.25

Package Items

5.1 PROJECT IDENTIFICATION SIGN

Quantity: 6 UOM: EA Price: $1,200.00 Total: $7,200.00

5.2 REFL PAV MRK (W) 4 Inch (SLD) (100 MIL)

Quantity: 222 UOM: LF Price: $1.50 Total: $333.00

5.3 REFL PAV MRK (W) 4 Inch (DOT) (100 MIL)

Quantity: 135 UOM: LF Price: $2.00 Total: $270.00

5.4 REFL PAV MRK (W) 4 Inch (BRK) (100 MIL)

Quantity: 353 UOM: LF Price: $1.50 Total: $529.50

5.5 REFL PAV MRK (W) 6 Inch (SLD) (100 MIL)

Quantity: 2143 UOM: LF Price: $2.25 Total: $4,821.75

5.6 REFL PAV MRK (W) 8 Inch (SLD) (100 MIL)

Quantity: 4251 UOM: LF Price: $3.00 Total: $12,753.00

5.7 REFL PAV MRK (W) 8 Inch (DOT) (100 MIL)

Quantity: 184 UOM: LF Price: $3.50 Total: $644.00

5.8 REFL PAV MRK (Y) 12 Inch (SLD) (100 MIL)

Quantity: 1270 UOM: LF Price: $5.00 Total: $6,350.00

5.9 REFL PAV MRK (W) 12 Inch (SLD) (100 MIL)

Quantity: 130 UOM: LF Price: $5.00 Total: $650.00

5.10 REFL PAV MRK (W) 24 Inch (SLD) (100 MIL)

Quantity: 1807 UOM: LF Price: $12.00 Total: $21,684.00

5.11 REFL PAV MRK (W) (ARROW) (100 MIL)

Quantity: 51 UOM: EA Price: $165.00 Total: $8,415.00

5.12 REFL PAV MRK (W) (WORD) (100 MIL)

Quantity: 25 UOM: EA Price: $175.00 Total: $4,375.00

5.13 REFL PAV MRK TY II-C-R

Quantity: 292 UOM: EA Price: $7.00 Total: $2,044.00

5.14 REFL PAV MRK TY II-A-A

Quantity: 211 UOM: EA Price: $7.00 Total: $1,477.00

5.15 REMOVABLE WORK ZONE PAVEMENT MARKINGS (W) (4 INCH DOT)

Quantity: 40 UOM: LF Price: $2.00 Total: $80.00

5.16 REMOVABLE WORK ZONE PAVEMENT MARKINGS (W) (24 INCH SLD)

Quantity: 12 UOM: LF Price: $15.00 Total: $180.00

5.17 INSTALL SMALL SIGN AND POST ASSEMBLY

Quantity: 2 UOM: EA Price: $670.00 Total: $1,340.00

5.18 RELOCATE SMALL SIGN AND POST ASSEMBLY

Quantity: 10 UOM: EA Price: $500.00 Total: $5,000.00

6 Package Header

Illumination

Quantity: 1 Total: $29,330.00

Package Items

6.1 ILLUMINATION CONDUIT WITH CONDUCTOR (NEW)

Quantity: 305 UOM: LF Price: $26.00 Total: $7,930.00

6.2 RELOCATE LUMINAIRE POLE (TWIN ARM ASSEMBLY) (INCLUDING FOUNDATION)

Quantity: 1 UOM: EA Price: $16,000.00 Total: $16,000.00

6.3 GROUND BOX TYPE A, WITH APRON

Quantity: 3 UOM: EA Price: $1,800.00 Total: $5,400.00

7 Package Header

Traffic Signals

Quantity: 1 Total: $1,599,260.00

Package Items

7.1 DRILL SHAFT (TRF SIG POLE) (48 IN)

Quantity: 176 UOM: LF Price: $1,150.00 Total: $202,400.00

7.2 CONDT (PVC) (SCHD 40) (2 Inch)

Quantity: 310 UOM: LF Price: $15.00 Total: $4,650.00

7.3 CONDT (PVC) (SCHD 40) (2 Inch) (BORE)

Quantity: 170 UOM: LF Price: $33.00 Total: $5,610.00

7.4 CONDT (PVC) (SCHD 40) (3 Inch)

Quantity: 595 UOM: LF Price: $16.00 Total: $9,520.00

7.5 CONDT (PVC) (SCHD 40) (4 Inch)

Quantity: 1520 UOM: LF Price: $17.00 Total: $25,840.00

7.6 CONDT (PVC) (SCHD 40) (4 Inch) (BORE)

Quantity: 1420 UOM: LF Price: $38.00 Total: $53,960.00

7.7 CONDT (PVC) (SCHD 80) (2 Inch)

Quantity: 50 UOM: LF Price: $25.00 Total: $1,250.00

7.8 ELEC CONDUCTOR (NO. 8) INSULATED

Quantity: 5270 UOM: LF Price: $3.50 Total: $18,445.00

7.9 ELEC CONDUCTOR (NO. 6) BARE

Quantity: 4005 UOM: LF Price: $3.50 Total: $14,017.50

7.10 ELEC CONDUCTOR (NO. 6) INSULATED

Quantity: 950 UOM: LF Price: $3.50 Total: $3,325.00

7.11 TRAY CABLE (3 CONDR) (12 AWG)

Quantity: 4425 UOM: LF Price: $3.50 Total: $15,487.50

7.12 GROUND BOX TY D (162922)

Quantity: 12 UOM: EA Price: $1,950.00 Total: $23,400.00

7.13 GROUND BOX TY D (162922) W/APRON

Quantity: 10 UOM: EA Price: $2,100.00 Total: $21,000.00

7.14 ELEC SRV TY D 120/240 070 (NS) SS (E) PS (U)

Quantity: 2 UOM: EA Price: $11,975.00 Total: $23,950.00

7.15 ALUMINUM SIGNS (TY A)

Quantity: 245 UOM: SF Price: $82.00 Total: $20,090.00

7.16 INSTALL HWY TRAF SIG (ISOLATED)

Quantity: 2 UOM: EA Price: $104,625.00 Total: $209,250.00

7.17 VEH SIG SEC (12 Inch) LED (GRN)

Quantity: 29 UOM: EA Price: $350.00 Total: $10,150.00

7.18 VEH SIG SEC (12 Inch) LED (GRN ARW)

Quantity: 16 UOM: EA Price: $350.00 Total: $5,600.00

7.19 VEH SIG SEC (12 Inch) LED (YEL)

Quantity: 37 UOM: EA Price: $350.00 Total: $12,950.00

7.20 VEH SIG SEC (12 Inch) LED (YEL ARW)

Quantity: 16 UOM: EA Price: $350.00 Total: $5,600.00

7.21 VEH SIG SEC (12 Inch) LED (RED)

Quantity: 37 UOM: EA Price: $350.00 Total: $12,950.00

7.22 VEH SIG SEC (12 Inch) LED (RED ARW)

Quantity: 16 UOM: EA Price: $350.00 Total: $5,600.00

7.23 PED SIG SEC (LED) (COUNTDOWN)

Quantity: 24 UOM: EA Price: $775.00 Total: $18,600.00

7.24 BACKPLATE (3 SEC)(VENT)ALUM

Quantity: 37 UOM: EA Price: $230.00 Total: $8,510.00

7.25 BACKPLATE (5 SEC)(VENT)ALUM

Quantity: 8 UOM: EA Price: $250.00 Total: $2,000.00

7.26 TRF SIG CBL (TY A) (14 AWG) (5 CONDR)

Quantity: 2026 UOM: LF Price: $8.00 Total: $16,208.00

7.27 TRF SIG CBL (TY A) (14 AWG) (7 CONDR)

Quantity: 581 UOM: LF Price: $9.00 Total: $5,229.00

7.28 TRF SIG CBL (TY A) (14 AWG) (10 CONDR)

Quantity: 5825 UOM: LF Price: $10.00 Total: $58,250.00

7.29 TRF SIG CBL (TY A) (14 AWG) (20 CONDR)

Quantity: 2800 UOM: LF Price: $14.00 Total: $39,200.00

7.30 TRF SIG CBL (TY C) (12 AWG) (2 CONDR)

Quantity: 7540 UOM: LF Price: $4.00 Total: $30,160.00

7.31 INS TRF SIG PL AM (S) 1 ARM (55 Feet) LUM&ILSN

Quantity: 1 UOM: EA Price: $38,000.00 Total: $38,000.00

7.32 INS TRF SIG PL AM (S) 1 ARM (60 Feet) LUM&ILSN

Quantity: 1 UOM: EA Price: $39,500.00 Total: $39,500.00

7.33 INS TRF SIG PL AM (S) 1 ARM (65 Feet) LUM&ILSN

Quantity: 2 UOM: EA Price: $41,250.00 Total: $82,500.00

7.34 INS TRF SIG PL AM (S) 2 ARM (55-44 Feet) LUM&ILSN

Quantity: 2 UOM: EA Price: $43,750.00 Total: $87,500.00

7.35 INS TRF SIG PL AM (S) 2 ARM (65-44 Feet) LUM&ILSN

Quantity: 2 UOM: EA Price: $49,750.00 Total: $99,500.00

7.36 PEDESTAL POLE ASSEMBLY

Quantity: 17 UOM: EA Price: $3,200.00 Total: $54,400.00

7.37 PED DETECT PUSH BUTTON (APS)

Quantity: 24 UOM: EA Price: $1,100.00 Total: $26,400.00

7.38 PED DETECTOR CONTROLLER UNIT

Quantity: 2 UOM: EA Price: $2,300.00 Total: $4,600.00

7.39 ILLUMINATED STREET NAME SIGNS (10S)

Quantity: 12 UOM: EA Price: $6,350.00 Total: $76,200.00

7.40 BBU SYSTEM (EXTERNAL BATT CABINET

Quantity: 2 UOM: EA Price: $9,875.00 Total: $19,750.00

7.41 RVDS (PRESENCE DETECTION ONLY)

Quantity: 4 UOM: EA Price: $12,950.00 Total: $51,800.00

7.42 RVDS (PRESENCE AND ADVANCE DET)

Quantity: 8 UOM: EA Price: $13,750.00 Total: $110,000.00

7.43 UNI-DIRECTIONAL OPTICOM DETECTOR

Quantity: 8 UOM: EA Price: $950.00 Total: $7,600.00

7.44 PHASE SELECTOR

Quantity: 2 UOM: EA Price: $4,600.00 Total: $9,200.00

7.45 OPTICOM DETECTOR CABLE

Quantity: 3036 UOM: LF Price: $3.00 Total: $9,108.00

8 Package Header

Misc

Quantity: 1 Total: $25,575.00

Package Items

8.1 12 Inch WL PVC C900 DR 14

Quantity: 25 UOM: LF Price: $400.00 Total: $10,000.00

8.2 18 Inch STEEL CASING

Quantity: 23 UOM: LF Price: $450.00 Total: $10,350.00

8.3 12 Inch GATE VALVE

Quantity: 1 UOM: EA Price: $5,200.00 Total: $5,200.00

8.4 TRENCH EXCAVATION PROTECTION (WATER)

Quantity: 25 UOM: LF Price: $1.00 Total: $25.00

9 Package Header

Landscape

Quantity: 1 Total: $36,392.35

Package Items

9.1 MULCH (3 Inch)

Quantity: 2232 UOM: SF Price: $2.30 Total: $5,133.60

9.2 TEXAS LIVE OAK (QUE-FUS) (3 Inch CAL) (TREE)

Quantity: 2 UOM: EA Price: $595.00 Total: $1,190.00

9.3 LANDSCAPE TREE (MATCH EXISTING) (4 Inch CAL MIN)

Quantity: 13 UOM: EA Price: $1,075.00 Total: $13,975.00

9.4 POWIS CASTLE ARTEMISIA (ART PO2) (1 GAL) (SHRUB)

Quantity: 55 UOM: EA Price: $18.75 Total: $1,031.25

9.5 PROSTATE ROSEMARY (SAL-ROS) (5 GAL) (SHRUB)

Quantity: 25 UOM: EA Price: $29.50 Total: $737.50

9.6 WEEPING LOVEGRASS (ERCU2) (1 GAL) (SHRUB)

Quantity: 50 UOM: EA Price: $9.75 Total: $487.50

9.7 PURPLE-LEAF WINTERCREEPER (EUO C22) (4 Inch POT) (GROUND COVER)

Quantity: 205 UOM: EA Price: $2.95 Total: $604.75

9.8 ANNUALS SEASONAL (ANN-SEA) (4 Inch POT) (GROUND COVER)

Quantity: 728 UOM: EA Price: $2.95 Total: $2,147.60

9.9 LANDSCAPE SILVER MIST STONE (DECORATIVE ROCK)

Quantity: 533 UOM: SF Price: $8.55 Total: $4,557.15

9.10 CONCRETE LANDSCAPE EDGING (12 Inch WIDTH)

Quantity: 204 UOM: LF Price: $32.00 Total: $6,528.00

10 Package Header

Irrigation

Quantity: 1 Total: $9,000.00

Package Items

10.1 IRRIGATION SYSTEM (INSTALL) (LIGHT FARMS WAY)

Quantity: 1 UOM: LS Price: $6,000.00 Total: $6,000.00

10.2 IRRIGATION SYSTEM (INSTALL) (PUNK CARTER PARKWAY)

Quantity: 1 UOM: LS Price: $3,000.00 Total: $3,000.00

Docusign Envelope ID: C45E3B86-A8C4-4BF7-AA89-1985C2CCFC94

Response Total: $3,171,201.78

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2026-020
SOLICITATION NAME: DNT Intersection Improvements
PROJECT #: R55

Bid Opening Date	2/12/26	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	1212
Number of Submissions:	6
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	6
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.

Six responses were received. All vendors were deemed responsive and responsible. The lowest bidders response and experience record were sent to the engineer on record for further review and recommendation.

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

Recommended Vendor(s):	Mario Sinacola & Sons Excavating
Contract Term:	360 calendar days

Ryan Quigley, Purchasing Agent	2/17/26
Submitted By	Date

BID 2026-020 DNT Intersection Improvements Opened at 10:00 AM 2/12/26				Mario Sinacola & Sons Excavating, Inc.		GRod Construction, LLC (GRod Construction LLC.)		FNH Construction LLC		McMahon Contracting LP		XIT Paving and Construction In		Tiseo Paving	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	General														
1.1	BARRICADES, SIGNS, AND TRAFFIC HANDLING	12	MO	$ 10,000.00	$ 120,000.00	$ 4,000.00	$ 48,000.00	$ 12,500.00	$ 150,000.00	$ 19,470.49	$ 233,645.88	$ 9,000.00	$ 108,000.00	$ 19,050.00	$ 228,600.00
1.2	PORTABLE CHANGEABLE MESSAGE SIGNS	4	EA	$ 10,500.00	$ 42,000.00	$ 25,000.00	$ 100,000.00	$ 20,000.00	$ 80,000.00	$ 8,610.00	$ 34,440.00	$ 1,800.00	$ 7,200.00	$ 5,000.00	$ 20,000.00
1.3	GENERAL SITE PREPARATION (2 percent MAX)	1	LS	$ 59,200.00	$ 59,200.00	$ 75,000.00	$ 75,000.00	$ 69,000.00	$ 69,000.00	$ 72,251.00	$ 72,251.00	$ 70,000.00	$ 70,000.00	$ 70,900.00	$ 70,900.00
Subtotal					**$ 221,200.00**		**$ 223,000.00**		**$ 299,000.00**		**$ 340,336.88**		**$ 185,200.00**		**$ 319,500.00**
2	Removals														
2.1	REMOVE CONCRETE PAVEMENT (INCLUDING BASE & CURB)	1565	SY	$ 20.00	$ 31,300.00	$ 40.00	$ 62,600.00	$ 20.00	$ 31,300.00	$ 16.62	$ 26,010.30	$ 40.00	$ 62,600.00	$ 46.40	$ 72,616.00
2.2	REMOVE CONCRETE SIDEWALK AND RAMPS	47	SY	$ 20.00	$ 940.00	$ 50.00	$ 2,350.00	$ 100.00	$ 4,700.00	$ 27.95	$ 1,313.65	$ 20.00	$ 940.00	$ 75.00	$ 3,525.00
2.3	REMOVE MEDIAN CONCRETE/PAVERS	27	SY	$ 20.00	$ 540.00	$ 60.00	$ 1,620.00	$ 100.00	$ 2,700.00	$ 20.24	$ 546.48	$ 37.00	$ 999.00	$ 75.00	$ 2,025.00
2.4	REMOVE LANDSCAPE WALL	78	LF	$ 39.00	$ 3,042.00	$ 30.00	$ 2,340.00	$ 300.00	$ 23,400.00	$ 540.28	$ 42,141.84	$ 118.00	$ 9,204.00	$ 100.00	$ 7,800.00
2.5	REMOVE SIGN & ASSEMBLY	11	EA	$ 200.00	$ 2,200.00	$ 250.00	$ 2,750.00	$ 500.00	$ 5,500.00	$ 609.98	$ 6,709.78	$ 200.00	$ 2,200.00	$ 203.50	$ 2,238.50
2.6	ADJUST STORM MANHOLE	1	EA	$ 8,500.00	$ 8,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,331.24	$ 2,331.24	$ 1,100.00	$ 1,100.00	$ 10,340.00	$ 10,340.00
Subtotal					**$ 46,522.00**		**$ 74,160.00**		**$ 70,100.00**		**$ 79,053.29**		**$ 77,043.00**		**$ 98,544.50**
3	Roadway														
3.1	EXCAVATION (ROADWAY)	2900	CY	$ 62.00	$ 179,800.00	$ 28.00	$ 81,200.00	$ 20.00	$ 58,000.00	$ 21.87	$ 63,423.00	$ 55.00	$ 159,500.00	$ 58.40	$ 169,360.00
3.2	EMBANKMENT	500	CY	$ 42.00	$ 21,000.00	$ 68.00	$ 34,000.00	$ 10.00	$ 5,000.00	$ 15.95	$ 7,975.00	$ 35.00	$ 17,500.00	$ 80.00	$ 40,000.00
3.3	8 inch LIME STABILIZED SUBGRADE	4640	SY	$ 15.00	$ 69,600.00	$ 17.00	$ 78,880.00	$ 15.00	$ 69,600.00	$ 18.21	$ 84,494.40	$ 24.00	$ 111,360.00	$ 19.95	$ 92,568.00
3.4	HYDRATED LIME (52 LBS/SY)	112	TON	$ 325.00	$ 36,400.00	$ 360.00	$ 40,320.00	$ 400.00	$ 44,800.00	$ 375.15	$ 42,016.80	$ 350.00	$ 39,200.00	$ 365.00	$ 40,880.00
3.5	9 inch REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT W/ CURB	4101	SY	$ 113.00	$ 463,413.00	$ 105.00	$ 430,605.00	$ 125.00	$ 512,625.00	$ 146.75	$ 601,821.75	$ 113.00	$ 463,413.00	$ 127.40	$ 522,467.40
3.6	CONCRETE STREET HEADER	14	LF	$ 30.00	$ 420.00	$ 33.00	$ 462.00	$ 50.00	$ 700.00	$ 23.10	$ 323.40	$ 20.00	$ 280.00	$ 50.00	$ 700.00
3.7	LAYDOWN MEDIAN NOSE	2	EA	$ 3,500.00	$ 7,000.00	$ 7,500.00	$ 15,000.00	$ 5,000.00	$ 10,000.00	$ 8,403.94	$ 16,807.88	$ 4,200.00	$ 8,400.00	$ 3,100.00	$ 6,200.00
3.8	CONCRETE SIDEWALK (6 inch THICK)	54	SY	$ 200.00	$ 10,800.00	$ 120.00	$ 6,480.00	$ 100.00	$ 5,400.00	$ 113.48	$ 6,127.92	$ 109.00	$ 5,886.00	$ 84.15	$ 4,544.10
3.9	10 Feet CURB RAMP (TY 1)	2	EA	$ 3,300.00	$ 6,600.00	$ 2,500.00	$ 5,000.00	$ 3,250.00	$ 6,500.00	$ 1,937.45	$ 3,874.90	$ 2,200.00	$ 4,400.00	$ 3,300.00	$ 6,600.00
3.10	10 Feet CURB RAMP (TY 5)	1	EA	$ 3,600.00	$ 3,600.00	$ 4,000.00	$ 4,000.00	$ 3,250.00	$ 3,250.00	$ 2,024.14	$ 2,024.14	$ 3,073.00	$ 3,073.00	$ 3,410.00	$ 3,410.00
3.11	10 Feet CURB RAMP (TY 7)	8	EA	$ 3,000.00	$ 24,000.00	$ 2,500.00	$ 20,000.00	$ 3,250.00	$ 26,000.00	$ 2,022.66	$ 16,181.28	$ 2,200.00	$ 17,600.00	$ 3,410.00	$ 27,280.00
3.12	10 Feet COMBINATION CURB RAMP	1	EA	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 5,000.00	$ 5,000.00	$ 4,458.44	$ 4,458.44	$ 3,100.00	$ 3,100.00	$ 3,850.00	$ 3,850.00
3.13	8 Inch FLEXBASE TYPE D GR 1-2	698	SY	$ 40.00	$ 27,920.00	$ 40.00	$ 27,920.00	$ 50.00	$ 34,900.00	$ 23.28	$ 16,249.44	$ 37.00	$ 25,826.00	$ 53.45	$ 37,308.10
3.14	D-GR HMA TY-B PG64-22	127	TON	$ 150.00	$ 19,050.00	$ 215.00	$ 27,305.00	$ 250.00	$ 31,750.00	$ 205.86	$ 26,144.22	$ 220.00	$ 27,940.00	$ 247.25	$ 31,400.75
3.15	D-GR HMA TY-C SAC-A PG70-22	127	TON	$ 150.00	$ 19,050.00	$ 215.00	$ 27,305.00	$ 250.00	$ 31,750.00	$ 220.21	$ 27,966.67	$ 220.00	$ 27,940.00	$ 224.25	$ 28,479.75
3.16	CONCRETE CURB (DOWELLED)	365	LF	$ 25.00	$ 9,125.00	$ 50.00	$ 18,250.00	$ 125.00	$ 45,625.00	$ 62.09	$ 22,662.85	$ 19.00	$ 6,935.00	$ 36.00	$ 13,140.00
3.17	LANDSCAPE PAVERS	60	SY	$ 215.00	$ 12,900.00	$ 225.00	$ 13,500.00	$ 200.00	$ 12,000.00	$ 144.45	$ 8,667.00	$ 136.00	$ 8,160.00	$ 157.40	$ 9,444.00
3.18	LANDSCAPE WALL	305	SF	$ 85.00	$ 25,925.00	$ 281.00	$ 85,705.00	$ 150.00	$ 45,750.00	$ 264.68	$ 80,727.40	$ 250.00	$ 76,250.00	$ 82.50	$ 25,162.50
3.19	8 INCH REINFORCED CONCRETE PAVEMENT (HES) (MISC. PANEL REPLACEMENT)(COMPLETE IN PLACE)	340	SY	$ 350.00	$ 119,000.00	$ 300.00	$ 102,000.00	$ 250.00	$ 85,000.00	$ 551.72	$ 187,584.80	$ 144.00	$ 48,960.00	$ 367.95	$ 125,103.00
Subtotal					**$ 1,059,603.00**		**$ 1,021,932.00**		**$ 1,033,650.00**		**$ 1,219,531.29**		**$ 1,055,723.00**		**$1,187,897.60**
4	Erosion Control														
4.1	SWPPP	1	LS	$ 2,500.00	$ 2,500.00	$ 6,500.00	$ 6,500.00	$ 35,000.00	$ 35,000.00	$ 1,206.99	$ 1,206.99	$ 10,000.00	$ 10,000.00	$ 10,900.00	$ 10,900.00
4.2	HYDROMULCH SEEDING (BERMUDA SEED)	3326	SY	$ 1.08	$ 3,592.08	$ 1.50	$ 4,989.00	$ 2.00	$ 6,652.00	$ 2.02	$ 6,718.52	$ 8.00	$ 26,608.00	$ 3.05	$ 10,144.30
4.3	SODDING (BERMUDA)	3076	SY	$ 4.95	$ 15,226.20	$ 7.50	$ 23,070.00	$ 10.00	$ 30,760.00	$ 7.63	$ 23,469.88	$ 8.00	$ 24,608.00	$ 8.25	$ 25,377.00
4.4	4 Inch TOPSOIL	6402	SY	$ 3.00	$ 19,206.00	$ 6.50	$ 41,613.00	$ 6.00	$ 38,412.00	$ 9.52	$ 60,947.04	$ 8.00	$ 51,216.00	$ 7.70	$ 49,295.40
4.5	SILT FENCE (INSTALL/MAINTAIN/REMOVE)	1522	LF	$ 2.65	$ 4,033.30	$ 3.50	$ 5,327.00	$ 6.00	$ 9,132.00	$ 2.04	$ 3,104.88	$ 3.00	$ 4,566.00	$ 3.00	$ 4,566.00
4.6	INLET PROTECTION (INSTALL/MAINTAIN/REMOVE)	6	EA	$ 202.60	$ 1,215.60	$ 250.00	$ 1,500.00	$ 250.00	$ 1,500.00	$ 101.88	$ 611.28	$ 150.00	$ 900.00	$ 220.00	$ 1,320.00
4.7	CONSTRUCTION ENTRANCE (INSTALL/MAINTAIN/REMOVE)	8	EA	$ 2,550.00	$ 20,400.00	$ 2,000.00	$ 16,000.00	$ 5,000.00	$ 40,000.00	$ 2,418.13	$ 19,345.04	$ 1,850.00	$ 14,800.00	$ 5,390.00	$ 43,120.00
Subtotal					**$ 66,173.18**		**$ 98,999.00**		**$ 161,456.00**		**$ 115,403.63**		**$ 132,698.00**		**$ 144,722.70**
5	Signing and Pavement Marking														
5.1	PROJECT IDENTIFICATION SIGN	6	EA	$ 1,200.00	$ 7,200.00	$ 700.00	$ 4,200.00	$ 1,500.00	$ 9,000.00	$ 565.88	$ 3,395.28	$ 1,000.00	$ 6,000.00	$ 600.00	$ 3,600.00
5.2	REFL PAV MRK (W) 4 Inch (SLD) (100 MIL)	222	LF	$ 1.50	$ 333.00	$ 2.25	$ 499.50	$ 3.00	$ 666.00	$ 1.94	$ 430.68	$ 2.00	$ 444.00	$ 1.85	$ 410.70
5.3	REFL PAV MRK (W) 4 Inch (DOT) (100 MIL)	135	LF	$ 2.00	$ 270.00	$ 3.00	$ 405.00	$ 3.00	$ 405.00	$ 14.71	$ 1,985.85	$ 2.50	$ 337.50	$ 13.75	$ 1,856.25
5.4	REFL PAV MRK (W) 4 Inch (BRK) (100 MIL)	353	LF	$ 1.50	$ 529.50	$ 2.50	$ 882.50	$ 3.00	$ 1,059.00	$ 1.94	$ 684.82	$ 2.00	$ 706.00	$ 1.85	$ 653.05
5.5	REFL PAV MRK (W) 6 Inch (SLD) (100 MIL)	2143	LF	$ 2.25	$ 4,821.75	$ 3.25	$ 6,964.75	$ 5.00	$ 10,715.00	$ 2.94	$ 6,300.42	$ 3.00	$ 6,429.00	$ 2.75	$ 5,893.25
5.6	REFL PAV MRK (W) 8 Inch (SLD) (100 MIL)	4251	LF	$ 3.00	$ 12,753.00	$ 4.25	$ 18,066.75	$ 6.00	$ 25,506.00	$ 3.99	$ 16,961.49	$ 3.50	$ 14,878.50	$ 3.60	$ 15,303.60
5.7	REFL PAV MRK (W) 8 Inch (DOT) (100 MIL)	184	LF	$ 3.50	$ 644.00	$ 5.00	$ 920.00	$ 6.00	$ 1,104.00	$ 4.05	$ 745.20	$ 4.50	$ 828.00	$ 3.85	$ 708.40
5.8	REFL PAV MRK (Y) 12 Inch (SLD) (100 MIL)	1270	LF	$ 5.00	$ 6,350.00	$ 8.00	$ 10,160.00	$ 8.00	$ 10,160.00	$ 11.75	$ 14,922.50	$ 5.50	$ 6,985.00	$ 11.00	$ 13,970.00
5.9	REFL PAV MRK (W) 12 Inch (SLD) (100 MIL)	130	LF	$ 5.00	$ 650.00	$ 8.00	$ 1,040.00	$ 8.00	$ 1,040.00	$ 11.75	$ 1,527.50	$ 6.00	$ 780.00	$ 11.00	$ 1,430.00
5.10	REFL PAV MRK (W) 24 Inch (SLD) (100 MIL)	1807	LF	$ 12.00	$ 21,684.00	$ 17.00	$ 30,719.00	$ 20.00	$ 36,140.00	$ 18.03	$ 32,580.21	$ 14.00	$ 25,298.00	$ 16.50	$ 29,815.50
5.11	REFL PAV MRK (W) (ARROW) (100 MIL)	51	EA	$ 165.00	$ 8,415.00	$ 250.00	$ 12,750.00	$ 250.00	$ 12,750.00	$ 288.00	$ 14,688.00	$ 185.00	$ 9,435.00	$ 269.50	$ 13,744.50
5.12	REFL PAV MRK (W) (WORD) (100 MIL)	25	EA	$ 175.00	$ 4,375.00	$ 250.00	$ 6,250.00	$ 250.00	$ 6,250.00	$ 346.22	$ 8,655.50	$ 200.00	$ 5,000.00	$ 324.50	$ 8,112.50
5.13	REFL PAV MRK TY II-C-R	292	EA	$ 7.00	$ 2,044.00	$ 10.00	$ 2,920.00	$ 4.00	$ 1,168.00	$ 11.71	$ 3,419.32	$ 8.00	$ 2,336.00	$ 11.00	$ 3,212.00
5.14	REFL PAV MRK TY II-A-A	211	EA	$ 7.00	$ 1,477.00	$ 10.00	$ 2,110.00	$ 4.00	$ 844.00	$ 11.71	$ 2,470.81	$ 8.00	$ 1,688.00	$ 11.00	$ 2,321.00
5.15	REMOVABLE WORK ZONE PAVEMENT MARKINGS (W) (4 INCH DOT)	40	LF	$ 2.00	$ 80.00	$ 3.00	$ 120.00	$ 10.00	$ 400.00	$ 1.94	$ 77.60	$ 20.00	$ 800.00	$ 1.50	$ 60.00
5.16	REMOVABLE WORK ZONE PAVEMENT MARKINGS (W) (24 INCH SLD)	12	LF	$ 15.00	$ 180.00	$ 20.00	$ 240.00	$ 20.00	$ 240.00	$ 19.79	$ 237.48	$ 40.00	$ 480.00	$ 16.50	$ 198.00
5.17	INSTALL SMALL SIGN AND POST ASSEMBLY	2	EA	$ 670.00	$ 1,340.00	$ 900.00	$ 1,800.00	$ 1,150.00	$ 2,300.00	$ 886.43	$ 1,772.86	$ 770.00	$ 1,540.00	$ 874.50	$ 1,749.00
5.18	RELOCATE SMALL SIGN AND POST ASSEMBLY	10	EA	$ 500.00	$ 5,000.00	$ 700.00	$ 7,000.00	$ 1,150.00	$ 11,500.00	$ 908.73	$ 9,087.30	$ 636.00	$ 6,360.00	$ 896.50	$ 8,965.00
Subtotal					**$ 78,146.25**		**$ 107,047.50**		**$ 131,247.00**		**$ 119,942.82**		**$ 90,325.00**		**$ 112,002.75**
6	Illumination														
6.1	ILLUMINATION CONDUIT WITH CONDUCTOR (NEW)	305	LF	$ 26.00	$ 7,930.00	$ 17.00	$ 5,185.00	$ 50.00	$ 15,250.00	$ 28.99	$ 8,841.95	$ 29.00	$ 8,845.00	$ 28.60	$ 8,723.00
6.2	RELOCATE LUMINAIRE POLE (TWIN ARM ASSEMBLY) (INCLUDING FOUNDATION)	1	EA	$ 16,000.00	$ 16,000.00	$ 3,100.00	$ 3,100.00	$ 15,000.00	$ 15,000.00	$ 17,840.00	$ 17,840.00	$ 10,200.00	$ 10,200.00	$ 17,600.00	$ 17,600.00
6.3	GROUND BOX TYPE A, WITH APRON	3	EA	$ 1,800.00	$ 5,400.00	$ 1,200.00	$ 3,600.00	$ 1,150.00	$ 3,450.00	$ 2,007.00	$ 6,021.00	$ 2,640.00	$ 7,920.00	$ 1,980.00	$ 5,940.00
Subtotal					**$ 29,330.00**		**$ 11,885.00**		**$ 33,700.00**		**$ 32,702.95**		**$ 26,965.00**		**$ 32,263.00**
7	Traffic Signals														
7.1	DRILL SHAFT (TRF SIG POLE) (48 IN)	176	LF	$ 1,150.00	$ 202,400.00	$ 735.00	$ 129,360.00	$ 650.00	$ 114,400.00	$ 1,282.25	$ 225,676.00	$ 1,020.00	$ 179,520.00	$ 1,265.00	$ 222,640.00
7.2	CONDT (PVC) (SCHD 40) (2 Inch)	310	LF	$ 15.00	$ 4,650.00	$ 15.00	$ 4,650.00	$ 20.00	$ 6,200.00	$ 16.73	$ 5,186.30	$ 24.00	$ 7,440.00	$ 16.50	$ 5,115.00
7.3	CONDT (PVC) (SCHD 40) (2 Inch) (BORE)	170	LF	$ 33.00	$ 5,610.00	$ 34.00	$ 5,780.00	$ 60.00	$ 10,200.00	$ 36.80	$ 6,256.00	$ 40.00	$ 6,800.00	$ 36.30	$ 6,171.00
7.4	CONDT (PVC) (SCHD 40) (3 Inch)	595	LF	$ 16.00	$ 9,520.00	$ 18.00	$ 10,710.00	$ 30.00	$ 17,850.00	$ 17.84	$ 10,614.80	$ 27.00	$ 16,065.00	$ 17.60	$ 10,472.00
7.5	CONDT (PVC) (SCHD 40) (4 Inch)	1520	LF	$ 17.00	$ 25,840.00	$ 31.00	$ 47,120.00	$ 40.00	$ 60,800.00	$ 18.96	$ 28,819.20	$ 33.00	$ 50,160.00	$ 18.70	$ 28,424.00
7.6	CONDT (PVC) (SCHD 40) (4 Inch) (BORE)	1420	LF	$ 38.00	$ 53,960.00	$ 60.00	$ 85,200.00	$ 60.00	$ 85,200.00	$ 42.37	$ 60,165.40	$ 70.00	$ 99,400.00	$ 41.80	$ 59,356.00
7.7	CONDT (PVC) (SCHD 80) (2 Inch)	50	LF	$ 25.00	$ 1,250.00	$ 20.00	$ 1,000.00	$ 30.00	$ 1,500.00	$ 27.88	$ 1,394.00	$ 25.00	$ 1,250.00	$ 27.50	$ 1,375.00
7.8	ELEC CONDUCTOR (NO. 8) INSULATED	5270	LF	$ 3.50	$ 18,445.00	$ 2.65	$ 13,965.50	$ 3.00	$ 15,810.00	$ 3.90	$ 20,553.00	$ 3.00	$ 15,810.00	$ 3.85	$ 20,289.50
7.9	ELEC CONDUCTOR (NO. 6) BARE	4005	LF	$ 3.50	$ 14,017.50	$ 2.85	$ 11,414.25	$ 3.00	$ 12,015.00	$ 3.90	$ 15,619.50	$ 3.00	$ 12,015.00	$ 3.85	$ 15,419.25
7.10	ELEC CONDUCTOR (NO. 6) INSULATED	950	LF	$ 3.50	$ 3,325.00	$ 3.30	$ 3,135.00	$ 3.00	$ 2,850.00	$ 3.90	$ 3,705.00	$ 3.00	$ 2,850.00	$ 3.85	$ 3,657.50
7.11	TRAY CABLE (3 CONDR) (12 AWG)	4425	LF	$ 3.50	$ 15,487.50	$ 2.75	$ 12,168.75	$ 4.00	$ 17,700.00	$ 3.90	$ 17,257.50	$ 3.00	$ 13,275.00	$ 3.85	$ 17,036.25
7.12	GROUND BOX TY D (162922)	12	EA	$ 1,950.00	$ 23,400.00	$ 1,700.00	$ 20,400.00	$ 1,150.00	$ 13,800.00	$ 2,174.25	$ 26,091.00	$ 2,640.00	$ 31,680.00	$ 2,145.00	$ 25,740.00
7.13	GROUND BOX TY D (162922) W/APRON	10	EA	$ 2,100.00	$ 21,000.00	$ 2,025.00	$ 20,250.00	$ 1,250.00	$ 12,500.00	$ 2,341.50	$ 23,415.00	$ 2,880.00	$ 28,800.00	$ 2,310.00	$ 23,100.00
7.14	ELEC SRV TY D 120/240 070 (NS) SS (E) PS (U)	2	EA	$ 11,975.00	$ 23,950.00	$ 15,000.00	$ 30,000.00	$ 12,500.00	$ 25,000.00	$ 13,352.13	$ 26,704.26	$ 17,400.00	$ 34,800.00	$ 13,172.50	$ 26,345.00
7.15	ALUMINUM SIGNS (TY A)	245	SF	$ 82.00	$ 20,090.00	$ 44.00	$ 10,780.00	$ 30.00	$ 7,350.00	$ 91.43	$ 22,400.35	$ 60.00	$ 14,700.00	$ 90.20	$ 22,099.00
7.16	INSTALL HWY TRAF SIG (ISOLATED)	2	EA	$ 104,625.00	$ 209,250.00	$ 64,000.00	$ 128,000.00	$ 55,000.00	$ 110,000.00	$ 47,666.25	$ 95,332.50	$ 94,794.00	$ 189,588.00	$ 115,087.50	$ 230,175.00
7.17	VEH SIG SEC (12 Inch) LED (GRN)	29	EA	$ 350.00	$ 10,150.00	$ 534.00	$ 15,486.00	$ 350.00	$ 10,150.00	$ 390.25	$ 11,317.25	$ 588.00	$ 17,052.00	$ 385.00	$ 11,165.00
7.18	VEH SIG SEC (12 Inch) LED (GRN ARW)	16	EA	$ 350.00	$ 5,600.00	$ 547.00	$ 8,752.00	$ 350.00	$ 5,600.00	$ 390.25	$ 6,244.00	$ 576.00	$ 9,216.00	$ 385.00	$ 6,160.00
7.19	VEH SIG SEC (12 Inch) LED (YEL)	37	EA	$ 350.00	$ 12,950.00	$ 534.00	$ 19,758.00	$ 350.00	$ 12,950.00	$ 390.25	$ 14,439.25	$ 582.00	$ 21,534.00	$ 385.00	$ 14,245.00
7.20	VEH SIG SEC (12 Inch) LED (YEL ARW)	16	EA	$ 350.00	$ 5,600.00	$ 547.00	$ 8,752.00	$ 350.00	$ 5,600.00	$ 390.25	$ 6,244.00	$ 588.00	$ 9,408.00	$ 385.00	$ 6,160.00
7.21	VEH SIG SEC (12 Inch) LED (RED)	37	EA	$ 350.00	$ 12,950.00	$ 534.00	$ 19,758.00	$ 350.00	$ 12,950.00	$ 390.25	$ 14,439.25	$ 582.00	$ 21,534.00	$ 385.00	$ 14,245.00
7.22	VEH SIG SEC (12 Inch) LED (RED ARW)	16	EA	$ 350.00	$ 5,600.00	$ 547.00	$ 8,752.00	$ 350.00	$ 5,600.00	$ 390.25	$ 6,244.00	$ 576.00	$ 9,216.00	$ 385.00	$ 6,160.00
7.23	PED SIG SEC (LED) (COUNTDOWN)	24	EA	$ 775.00	$ 18,600.00	$ 1,250.00	$ 30,000.00	$ 2,850.00	$ 68,400.00	$ 864.13	$ 20,739.12	$ 1,644.00	$ 39,456.00	$ 852.50	$ 20,460.00
7.24	BACKPLATE (3 SEC)(VENT)ALUM	37	EA	$ 230.00	$ 8,510.00	$ -	$ -	$ 250.00	$ 9,250.00	$ 256.45	$ 9,488.65	$ 300.00	$ 11,100.00	$ 253.00	$ 9,361.00
7.25	BACKPLATE (5 SEC)(VENT)ALUM	8	EA	$ 250.00	$ 2,000.00	$ -	$ -	$ 350.00	$ 2,800.00	$ 278.75	$ 2,230.00	$ 396.00	$ 3,168.00	$ 275.00	$ 2,200.00
7.26	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	2026	LF	$ 8.00	$ 16,208.00	$ 4.50	$ 9,117.00	$ 3.00	$ 6,078.00	$ 8.92	$ 18,071.92	$ 4.00	$ 8,104.00	$ 8.80	$ 17,828.80
7.27	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	581	LF	$ 9.00	$ 5,229.00	$ 5.50	$ 3,195.50	$ 3.00	$ 1,743.00	$ 10.04	$ 5,833.24	$ 5.00	$ 2,905.00	$ 9.90	$ 5,751.90
7.28	TRF SIG CBL (TY A) (14 AWG) (10 CONDR)	5825	LF	$ 10.00	$ 58,250.00	$ 5.15	$ 29,998.75	$ 3.00	$ 17,475.00	$ 11.15	$ 64,948.75	$ 7.00	$ 40,775.00	$ 11.00	$ 64,075.00
7.29	TRF SIG CBL (TY A) (14 AWG) (20 CONDR)	2800	LF	$ 14.00	$ 39,200.00	$ 6.00	$ 16,800.00	$ 3.00	$ 8,400.00	$ 15.61	$ 43,708.00	$ 9.00	$ 25,200.00	$ 15.40	$ 43,120.00
7.30	TRF SIG CBL (TY C) (12 AWG) (2 CONDR)	7540	LF	$ 4.00	$ 30,160.00	$ 3.00	$ 22,620.00	$ 6.00	$ 45,240.00	$ 4.46	$ 33,628.40	$ 3.00	$ 22,620.00	$ 4.40	$ 33,176.00
7.31	INS TRF SIG PL AM (S) 1 ARM (55 Feet) LUM&ILSN	1	EA	$ 38,000.00	$ 38,000.00	$ 43,000.00	$ 43,000.00	$ 55,000.00	$ 55,000.00	$ 42,370.00	$ 42,370.00	$ 64,794.00	$ 64,794.00	$ 41,800.00	$ 41,800.00
7.32	INS TRF SIG PL AM (S) 1 ARM (60 Feet) LUM&ILSN	1	EA	$ 39,500.00	$ 39,500.00	$ 44,000.00	$ 44,000.00	$ 60,000.00	$ 60,000.00	$ 44,042.50	$ 44,042.50	$ 67,194.00	$ 67,194.00	$ 43,450.00	$ 43,450.00
7.33	INS TRF SIG PL AM (S) 1 ARM (65 Feet) LUM&ILSN	2	EA	$ 41,250.00	$ 82,500.00	$ 50,000.00	$ 100,000.00	$ 65,000.00	$ 130,000.00	$ 45,993.75	$ 91,987.50	$ 69,594.00	$ 139,188.00	$ 45,375.00	$ 90,750.00
7.34	INS TRF SIG PL AM (S) 2 ARM (55-44 Feet) LUM&ILSN	2	EA	$ 43,750.00	$ 87,500.00	$ 45,000.00	$ 90,000.00	$ 60,000.00	$ 120,000.00	$ 48,781.25	$ 97,562.50	$ 69,594.00	$ 139,188.00	$ 48,125.00	$ 96,250.00
7.35	INS TRF SIG PL AM (S) 2 ARM (65-44 Feet) LUM&ILSN	2	EA	$ 49,750.00	$ 99,500.00	$ 56,000.00	$ 112,000.00	$ 70,000.00	$ 140,000.00	$ 55,471.25	$ 110,942.50	$ 81,594.00	$ 163,188.00	$ 54,725.00	$ 109,450.00
7.36	PEDESTAL POLE ASSEMBLY	17	EA	$ 3,200.00	$ 54,400.00	$ 5,500.00	$ 93,500.00	$ 2,850.00	$ 48,450.00	$ 3,568.00	$ 60,656.00	$ 4,620.00	$ 78,540.00	$ 3,520.00	$ 59,840.00
7.37	PED DETECT PUSH BUTTON (APS)	24	EA	$ 1,100.00	$ 26,400.00	$ 1,350.00	$ 32,400.00	$ 1,850.00	$ 44,400.00	$ 1,226.50	$ 29,436.00	$ 1,740.00	$ 41,760.00	$ 1,210.00	$ 29,040.00
7.38	PED DETECTOR CONTROLLER UNIT	2	EA	$ 2,300.00	$ 4,600.00	$ 5,500.00	$ 11,000.00	$ 6,500.00	$ 13,000.00	$ 2,564.50	$ 5,129.00	$ 5,844.00	$ 11,688.00	$ 2,530.00	$ 5,060.00
7.39	ILLUMINATED STREET NAME SIGNS (10S)	12	EA	$ 6,350.00	$ 76,200.00	$ 7,150.00	$ 85,800.00	$ 1,500.00	$ 18,000.00	$ 7,080.25	$ 84,963.00	$ 6,600.00	$ 79,200.00	$ 6,985.00	$ 83,820.00
7.40	BBU SYSTEM (EXTERNAL BATT CABINET	2	EA	$ 9,875.00	$ 19,750.00	$ 12,350.00	$ 24,700.00	$ 8,500.00	$ 17,000.00	$ 11,010.63	$ 22,021.26	$ 14,394.00	$ 28,788.00	$ 10,862.50	$ 21,725.00
7.41	RVDS (PRESENCE DETECTION ONLY)	4	EA	$ 12,950.00	$ 51,800.00	$ 9,700.00	$ 38,800.00	$ 12,500.00	$ 50,000.00	$ 14,439.25	$ 57,757.00	$ 18,240.00	$ 72,960.00	$ 14,245.00	$ 56,980.00
7.42	RVDS (PRESENCE AND ADVANCE DET)	8	EA	$ 13,750.00	$ 110,000.00	$ 13,900.00	$ 111,200.00	$ 15,000.00	$ 120,000.00	$ 15,331.25	$ 122,650.00	$ 19,800.00	$ 158,400.00	$ 15,125.00	$ 121,000.00
7.43	UNI-DIRECTIONAL OPTICOM DETECTOR	8	EA	$ 950.00	$ 7,600.00	$ 2,750.00	$ 22,000.00	$ 6,500.00	$ 52,000.00	$ 1,059.25	$ 8,474.00	$ 3,000.00	$ 24,000.00	$ 1,045.00	$ 8,360.00
7.44	PHASE SELECTOR	2	EA	$ 4,600.00	$ 9,200.00	$ 6,000.00	$ 12

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1416976

Date Filed:
02/05/2026

Date Acknowledged:
02/23/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Mario Sinacola & Sons Excavating, Inc.
Frisco, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Celina

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
CIP: 24-003561
Intersection Improvements of Light Farms Way, Punk Carter Parkway, & FM 428 at Dallas North Tollway

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Sinacola, Michael	Frisco, TX United States	X	
Sinacola, Joseph	Frisco, TX United States	X	
Sinacola, James	Frisco, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Kimberly Brawner, Assistant City Manager
CC:
Date: March 10, 2026

Agenda Item:
Consider and act to award Bid 2026-005 for the Improvements to Glendenning Rail Road Crossing and paving on Glendenning Parkway between Preston Road and FM428 to GRod Construction, LLC, in the amount of $1,165,420.50 plus a ten percent (10%) contingency in the amount of $116,542.05 for a total amount not to exceed $1,281,962.55. (Brawner)

Background Information:
In May 2023, the Celina City Council authorized the original design to TRC for improvements to the Glenndening Parkway Railroad Crossing. Council authorized an amendment in September 2025, which added additional scope for asphalt improvements on Glenndening Parkway between Preston Road and FM428. No additional right-of-way is required. The asphalt improvements include slope changes at the railroad crossing to make for a smoother crossing, localized full-depth reclamation, surface treatment, and pavement markings. BNSF Railroad has approved the plan set and issued permit 24W-20676 for the improvements.

The project was bid as Bid 2026-005 and received five (5) bids. GRod Construction, LLC was the apparent low bidder.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Agreement
4. Agenda Recap
5. Bid Tabulation
6. Form 1295

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

Staff Recommendation:
Staff recommends awarding the bid as presented.



Glendenning Parkway Improvements

Bid 2026-005

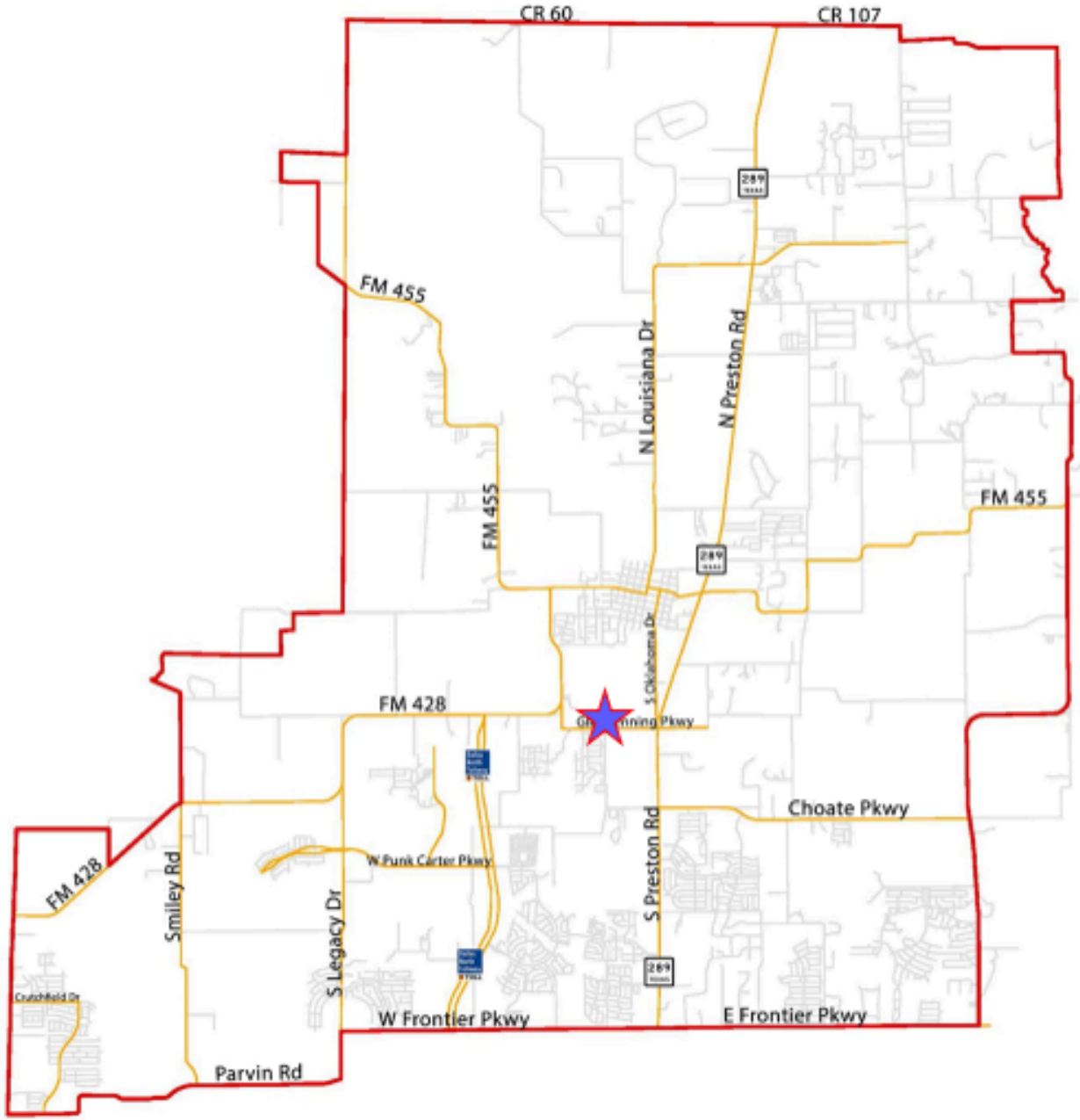
March 10, 2026

Kimberly Brawner, P.E., PTOE

Assistant City Manager

Location Map

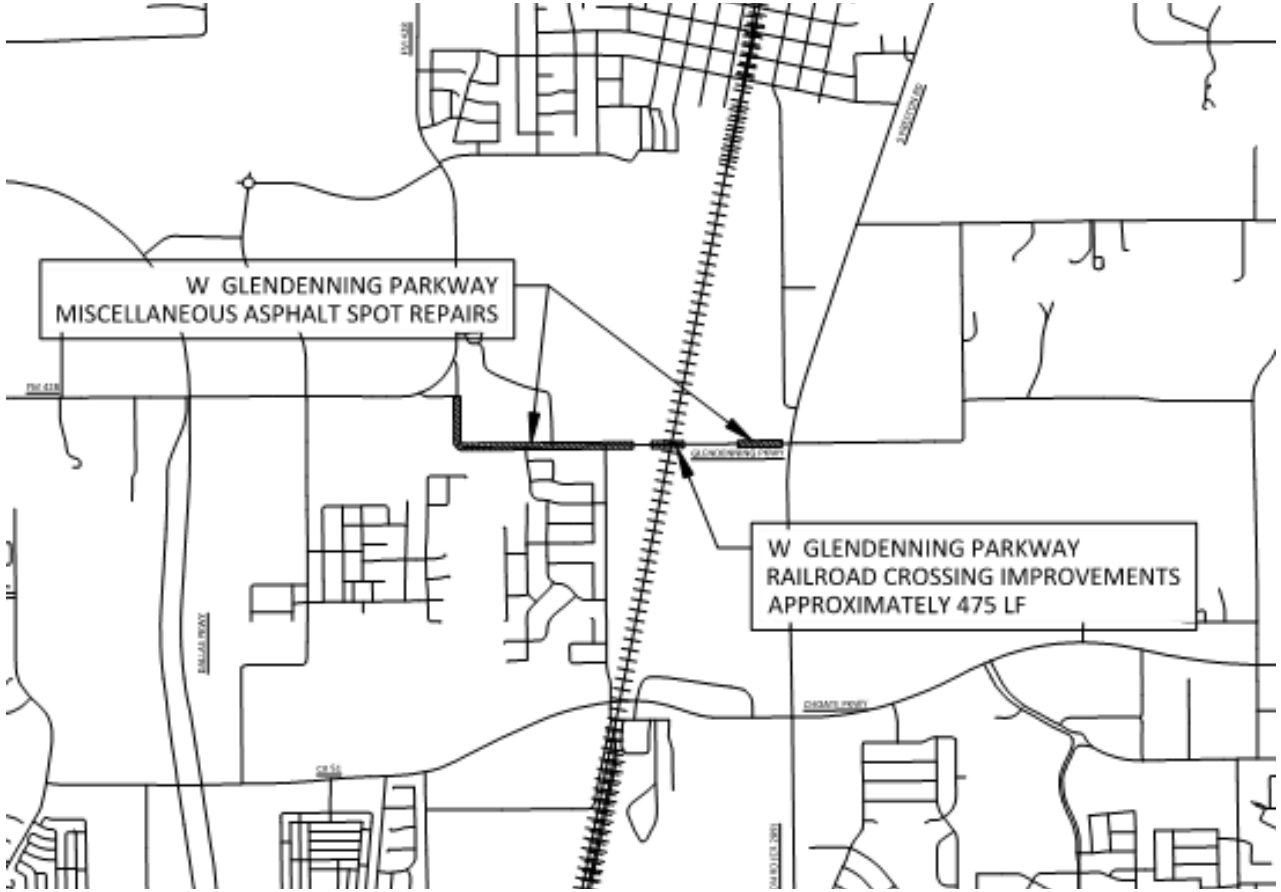
Glendenning Pkwy between
FM428 and Preston Rd



Background

- ☆ May 2023 - City approved design contract for improvement to the Glendenning Pkwy RailRoad Crossing
- ☆ September 2025 - Council approved an amendment to the design scope to include additional roadway improvements
- ☆ Bid invitation was advertised in the local paper and posted on the City's eProcurement system and one thousand one hundred sixty-eight (1168) vendors were notified
- ☆ Five (5) bids were received and an initial review was completed by the Purchasing Department to verify submissions met the minimum requirements
- ☆ Upon receiving positive feedback from vendor's references, staff recommended GRod Construction, LLC as the lowest responsible bidder

Scope of Work



A | Localized full depth reclamation of approximately 1164 square yards of HMAC of 2-lane asphalt roadway reconstruction along Glendenning Pkwy

B | Slope improvement at the Glendenning Pkwy RailRoad crossing

C | Surface treatments and pavement markings

D | Project limits: Glendenning Pkwy from FM428 to Preston Rd

Bid 2026-005

Responding Supplier	Response Total
GRod Construction, LLC	$ 1,165,420.50
SMR Construction	$ 1,480,337.00
Jagoe-Public Company	$ 1,507,106.50
HBA Design Build, LLC	$ 1,892,703.60
OVERLAND CORPORATION	$ 2,005,247.27

A | First lowest apparent bidder is GRod Construction, LLC

B | Contract Days: 150

C | Opinion of Probable Construction Cost (OPCC): $1,187,150

D | Bid Price: $1,165,420.50

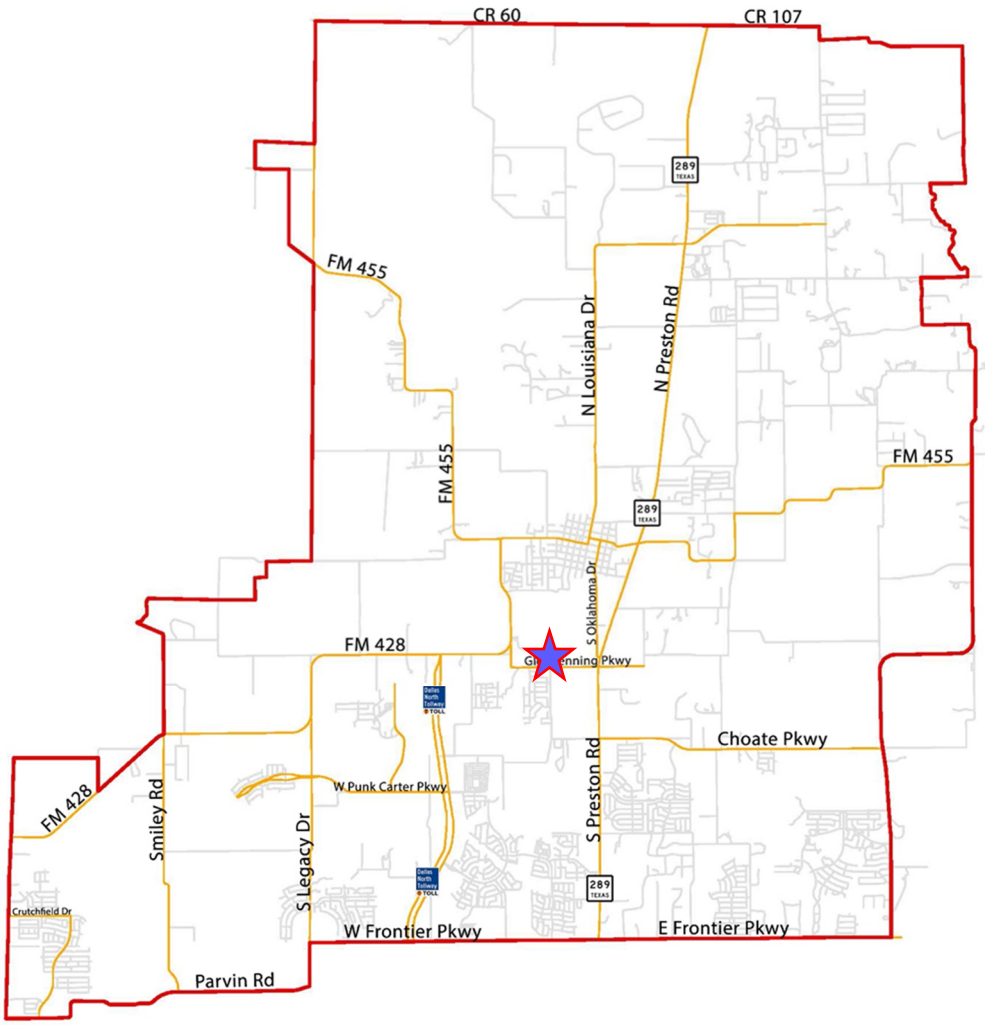
E | 10% Contingency: $116,542.05

F | Total Not to Exceed: **$1,281,962.55**



Thank You!

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 Grod Construction 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
Glendenning Railroad Crossing Improvements
BID 2026-005

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 Glendenning Railroad Crossing Improvements project consists of approximately 475 linear feet of asphalt pavement replacement removal and replacement at a BNSF railroad crossing. Also included in the project is the placement of two 36" RCP culverts with headwalls, approximately 5,950 square yards of asphalt pavement spot repairs, surface treatment, and re-striping of 5,870 linear feet of asphalt pavement along Glendenning Parkway.

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 120 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

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OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER $500 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER $500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: **$1,165,420.50**

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

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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;

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

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

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

CITY OF CELINA, TEXAS	**CONTRACTOR**
	DocuSigned by: Guillermo Rodriguez E37EC5010336448...
	Guillermo Rodriguez
	Printed Name & Title
	1/20/2026
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**	GRod Construction, LLC 889 E. Rock Island Avenue Boyd, TX 76023 682-518-4145 grod@grodconstruction.com

EJCDC® C-410, Bid Form for Construction Contract.
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2026-005 Addendum 2
GRod Construction, LLC
GRod Construction LLC.
Supplier Response

Event Information

Number: 2026-005 Addendum 2
Title: Glendenning Railroad Crossing Improvements
Type: Invitation to Bid
Issue Date: 12/5/2025
Deadline: 1/15/2026 10:00 AM (CT)
Notes: The Glendenning Railroad Crossing Improvements project consists of approximately 475 linear feet of asphalt pavement replacement removal and replacement at a BNSF railroad crossing. Also included in the project is the placement of two 36” RCP culverts with headwalls, approximately 5,950 square yards of asphalt pavement spot repairs, surface treatment, and re-striping of 5,870 linear feet of asphalt pavement along Glendenning Parkway.

Virtual Bid Opening Registration: Click HERE

Budget: $1,079,000.00

Docusign Envelope ID: 94ECC628-D124-4BC1-85EE-6C9DC5C201DE

Contact Information

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

GRod Construction, LLC Information

Contact: Guillermo Rodriguez
Address: 889 E. Rock Island Ave.
Boyd, TX 76023
Phone: (682) 302-3219 x108
Fax: (682) 204-0191
Email: grod@grodconstruction.com

Undersigned affirms: 1. They have read and understand 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, and that 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 prior to the official opening of this proposal.

Guillermo Rodriguez
Signature

grod@grodconstruction.com
Email

Submitted at 1/15/2026 09:53:43 AM (CT)

Requested Attachments

Form 1295

Signed_1295 Certificate 101477672.pdf

Complete the form 1295 electronically and upload the signed form here. Instructions on how to do so can be found in the attributes.
Please visit the Texas Ethics Commission website or view answers to their frequently answered questions.

00-401 Non Resident Bidder Form

Signed_Section_00401-Non resident bidder form.pdf

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

CIQ - Conflict of Interest

Signed_Exhibit_4_CIQ.pdf

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

W9

Signed_Exhibit_3_W9.pdf

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

Bid Bond

GRod-BID BOND COPY 1-14-26 - Celina-Glendenning Railroad Crossing Improvements.pdf

Complete the Bid Bond form located in the Attachments Tab and upload here. The form must be completed in full and signed.

00-403 Contractor Compliance to Texas Sales Tax Code

Section_00403_Contractor_Compliance_to_Texas_Sales_Tax_Code_Signed.pdf

Complete the Contractor Compliance to Texas Sales Tax Code form located in the Attachments Tab and upload here. The form must be completed in full and signed.

00-410 Experience Record

DONE_00410_-_Experience_Record.pdf

Complete the Experience Record form located in the Attachments Tab and upload here.

Bid Attributes

1	**Substantial Completion** Substantial Completion = 120 calendar days ☑ Acknowledge
2	**Completion - Ready for Final Payment** Completion = 150 calendar days ☑ Acknowledge
3	**Electronic Submission** ***The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment.***
4	**Bid Acceptance** All bids will remain subject to acceptance for a period of 90 days.
5	**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.
6	**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.

7 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.

8 Contact Person

Name and Title

Guillermo Rodriguez - Managing Member

9 Contact Person Phone

(682) 302-3219

10 Contact Person Email

grod@grodconstruction.com

11 Main Office Location

889 E. Rock Island Ave. Boyd, TX 76023

12 Years in Business

11

13 Office Location

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

N/A

14 Business Name

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

Yes

15 Binding Official

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

Guillermo Rodriguez, Managing Member

16 Binding Official Email Address

grod@grodconstruction.com

17 Licensing

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

N/A

18 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.

19 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.

20 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.

21 SB 19 Firearm and ammunition industries

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.

22 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.

23 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

24 **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

25 **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

26 **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

27 **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

28 **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

29 **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

30 **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

31 **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.

32 **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.

33 **Exceptions / Comments**

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

NONE

34 **Public or Private**

Is your business publicly traded?

Yes

35 **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.

36 **Invoices**

All invoices must reference the City of Celina's Purchase Order/Department Purchase Order number, department name, job site location, city employee requesting service, and a **complete breakdown of charges**. The breakdown on the invoice should be in accordance with the bid pricing. If applicable, invoices should provide clear detail and breakdown for labor (to include hourly rate and cost per hour), and mark-up on parts/materials should be provided on the invoice and extended (detail to show vendors cost, and then extended to show markup). All original invoices must be sent to accountspayable@celina-tx.gov.

37 **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. EKPKM6FQTBK

38 **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

39

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.

40

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

41

Bond Requirements

Bid Bond: Each Proposal submitted shall be accompanied a Bid Bond, in the amount of 5% of the bid total, from a reliable surety as a guarantee that, if awarded the contract, the Proposer will execute a Construction Agreement with the City, including all required bonds and other documents.

1. A copy of the bond shall be uploaded; **and**
2. The original must be submitted, upon request, to Purchasing within 3 business days.

Payment and Performance Bonds: Payment and Performance Bonds, for the performance of the Work and for payment of those who provide labor or materials, will be required within 10 days after Construction Manager and City execute the Contract. The Payment Bond shall be in an amount equal to 100% of the total bid award; and the Performance Bond shall be in an amount equal to 100% of the total bid award.

1. A payment bond will be required in the event the contract amount exceeds $50,000
2. A performance bond will be required in the event the contract amount exceeds $100,000

Maintenance Bond: The successful firm shall furnish a Maintenance Bond in the amount of 100% of the contract sum covering defects of material and workmanship for **two** calendar years following the City's approval and acceptance of the construction.

All bonds must be written by an approved surety company, licensed in the State of Texas and shall issue all bonds in accordance with Texas law.

☑ I agree to provide the required bonds

42

Mobilization

Mobilization shall be subsidiary to the contract line items

43

Procore - RFIs, Payment Applications, Change Orders

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, 2024 is due by September 10, 2024

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.

44

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

45

Celina Design and Construction Standards

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

46

Sub-Contractor Payments

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

Provide a statement that you agree to this requirement.

I agree to making payments to all subcontractors within ten (10) calendar days after receipt of payment from the City.

47

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)

I acknowledge

48

Environmental Laws

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

Air Emissions

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

Drainage

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

Dust Control

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

Energy Consumption

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

Erosion & Sedimentation Control

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

Spill Prevention

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

Waste Management

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

Management of Chemicals

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

Noise

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

I acknowledge

49

Addendum 1

Please acknowledge receipt of addendum 1.

☑ I acknowledge receipt of Addendum 1

50	**Addendum 2** Please acknowledge receipt of addendum 2. ☑ I acknowledge receipt of Addendum.

Bid Lines

1 Package Header

Base Bid

Quantity: 1 Total: $1,165,420.50

Package Items

1.1 Grading/Excavation	Quantity: 1	UOM: LS	Price:	$25,000.00	Total:	$25,000.00
1.2 Imported Fill	Quantity: 479	UOM: CY	Price:	$50.00	Total:	$23,950.00
1.3 2-Inch HMAC (Type D)	Quantity: 1164	UOM: SY	Price:	$22.00	Total:	$25,608.00
1.4 4-Inch HMAC (Type B)	Quantity: 1164	UOM: SY	Price:	$34.00	Total:	$39,576.00
1.5 8-Inch Flexbase with Geogrid	Quantity: 1387	UOM: SY	Price:	$39.00	Total:	$54,093.00
1.6 24-Inch Solid White Stop Bar	Quantity: 58	UOM: LF	Price:	$17.25	Total:	$1,000.50
1.7 4-Inch Solid Double Yellow Line	Quantity: 5870	UOM: LF	Price:	$4.00	Total:	$23,480.00
1.8 4-Inch Solid Single White Line	Quantity: 12270	UOM: LF	Price:	$2.00	Total:	$24,540.00
1.9 Yield Pavement Marking	Quantity: 12	UOM: LF	Price:	$30.00	Total:	$360.00
1.10 Railroad Crossing Pavement Marking	Quantity: 2	UOM: EA	Price:	$1,500.00	Total:	$3,000.00
1.11 2-36-Inch CMP Parallel Culverts	Quantity: 43	UOM: LF	Price:	$289.00	Total:	$12,427.00
1.12 Sloped Headwall for 2-36-Inch CMP Culverts	Quantity: 1	UOM: EA	Price:	$5,950.00	Total:	$5,950.00
1.13 Remove and Replace Asphalt Pavement (Spot Repairs)	Quantity: 5944	UOM: SY	Price:	$100.00	Total:	$594,400.00
1.14 Surface Treatment (PressurePave)	Quantity: 17493	UOM: SY	Price:	$15.00	Total:	$262,395.00

1.15 Railroad Right-of-Way Requirements

Quantity: 1 UOM: LS Price: $25,000.00 Total: $25,000.00

1.16 Flexamat Erosion Protection

Quantity: 187 UOM: SY Price: $95.00 Total: $17,765.00

1.17 Silt Fence

Quantity: 936 UOM: LF Price: $3.50 Total: $3,276.00

1.18 Traffic Control

Quantity: 1 UOM: LS Price: $12,000.00 Total: $12,000.00

1.19 Project Sign

Quantity: 1 UOM: EA Price: $650.00 Total: $650.00

1.20 Hydromulch

Quantity: 1690 UOM: SY Price: $5.00 Total: $8,450.00

1.21 SWPPP

Quantity: 1 UOM: LS Price: $2,500.00 Total: $2,500.00

Response Total: $1,165,420.50

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2026-005
SOLICITATION NAME: GLENDENNING RR CROSSING IMPROVEMENTS
PROJECT #: R71

Bid Opening Date	1/15/26	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	1168
Number of Submissions:	6
Number of Non-Responsive Bids:	1
Number of Responsive Bids:	5
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.

Six responses were received. Upon review, Infinite inspect P.LLC, was deemed non-responsive. The vendor failed to enter any pricing on any line item.

Of the five remaining responses the lowest, GRod Construction, 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):	GRod Construction LLC
Contract Term:	150 calendar days

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

Bid 2026-005 Glendenning RR Crossing Improvements				GRod Construction, LLC		SMR Construction		Jagoe-Public Company		HBA Design Build, LLC		OVERLAND CORPORATION	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1.1	Grading/Excavation	1	LS	$ 25,000.00	$ 25,000.00	$ 97,869.88	$ 97,869.88	$ 85,000.00	$ 85,000.00	$ 53,826.63	$ 53,826.63	$ 29,800.00	$ 29,800.00
1.2	Imported Fill	479	CY	$ 50.00	$ 23,950.00	$ 110.17	$ 52,771.43	$ 200.00	$ 95,800.00	$ 16.25	$ 7,783.75	$ 43.00	$ 20,597.00
1.3	2-Inch HMAC (Type D)	1164	SY	$ 22.00	$ 25,608.00	$ 19.94	$ 23,210.16	$ 26.00	$ 30,264.00	$ 189.23	$ 220,257.90	$ 19.25	$ 22,407.00
1.4	4-Inch HMAC (Type B)	1164	SY	$ 34.00	$ 39,576.00	$ 40.59	$ 47,246.76	$ 38.00	$ 44,232.00	$ 337.90	$ 393,316.76	$ 37.70	$ 43,882.80
1.5	8-Inch Flexbase with Geogrid	1387	SY	$ 39.00	$ 54,093.00	$ 66.28	$ 91,930.36	$ 42.00	$ 58,254.00	$ 89.11	$ 123,598.34	$ 28.50	$ 39,529.50
1.6	24-Inch Solid White Stop Bar	58	LF	$ 17.25	$ 1,000.50	$ 19.17	$ 1,111.86	$ 18.00	$ 1,044.00	$ 35.10	$ 2,035.86	$ 7.50	$ 435.00
1.7	4-Inch Solid Double Yellow Line	5870	LF	$ 4.00	$ 23,480.00	$ 6.44	$ 37,802.80	$ 3.60	$ 21,132.00	$ 2.64	$ 15,485.06	$ 1.06	$ 6,222.20
1.8	4-Inch Solid Single White Line	12270	LF	$ 2.00	$ 24,540.00	$ 2.99	$ 36,687.30	$ 1.80	$ 22,086.00	$ 2.16	$ 26,515.47	$ 0.53	$ 6,503.10
1.9	Yield Pavement Marking	12	LF	$ 30.00	$ 360.00	$ 19.46	$ 233.52	$ 24.00	$ 288.00	$ 53.32	$ 639.84	$ 100.00	$ 1,200.00
1.10	Railroad Crossing Pavement Marking	2	EA	$ 1,500.00	$ 3,000.00	$ 1,112.00	$ 2,224.00	$ 975.00	$ 1,950.00	$ 639.84	$ 1,279.67	$ 500.00	$ 1,000.00
1.11	2-36-Inch CMP Parallel Culverts	43	LF	$ 289.00	$ 12,427.00	$ 410.53	$ 17,652.79	$ 350.00	$ 15,050.00	$ 953.64	$ 41,006.48	$ 498.14	$ 21,420.02
1.12	Sloped Headwall for 2-36-Inch CMP Culverts	1	EA	$ 5,950.00	$ 5,950.00	$ 25,715.00	$ 25,715.00	$ 12,500.00	$ 12,500.00	$ 22,628.07	$ 22,628.07	$ 28,550.00	$ 28,550.00
1.13	Remove and Replace Asphalt Pavement (Spot Repairs)	5944	SY	$ 100.00	$ 594,400.00	$ 95.24	$ 566,106.56	$ 110.00	$ 653,840.00	$ 103.01	$ 612,261.72	$ 239.00	$ 1,420,616.00
1.14	Surface Treatment (PressurePave)	17493	SY	$ 15.00	$ 262,395.00	$ 19.90	$ 348,110.70	$ 16.50	$ 288,634.50	$ 14.83	$ 259,473.67	$ 12.75	$ 223,035.75
1.15	Railroad Right-of-Way Requirements	1	LS	$ 25,000.00	$ 25,000.00	$ 34,750.00	$ 34,750.00	$ 35,000.00	$ 35,000.00	$ 39,553.46	$ 39,553.46	$ 28,500.00	$ 28,500.00
1.16	Flexamat Erosion Protection	187	SY	$ 95.00	$ 17,765.00	$ 227.08	$ 42,463.96	$ 100.00	$ 18,700.00	$ 93.32	$ 17,450.09	$ 66.30	$ 12,398.10
1.17	Silt Fence	936	LF	$ 3.50	$ 3,276.00	$ 3.27	$ 3,060.72	$ 7.00	$ 6,552.00	$ 4.94	$ 4,621.03	$ 4.80	$ 4,492.80
1.18	Traffic Control	1	LS	$ 12,000.00	$ 12,000.00	$ 44,160.30	$ 44,160.30	$ 90,000.00	$ 90,000.00	$ 36,057.63	$ 36,057.63	$ 75,670.00	$ 75,670.00
1.19	Project Sign	1	EA	$ 650.00	$ 650.00	$ 1,390.00	$ 1,390.00	$ 2,000.00	$ 2,000.00	$ 4,560.28	$ 4,560.28	$ 2,500.00	$ 2,500.00
1.20	Hydromulch	1690	SY	$ 5.00	$ 8,450.00	$ 1.81	$ 3,058.90	$ 12.00	$ 20,280.00	$ 4.34	$ 7,329.53	$ 5.20	$ 8,788.00
1.21	SWPPP	1	LS	$ 2,500.00	$ 2,500.00	$ 2,780.00	$ 2,780.00	$ 4,500.00	$ 4,500.00	$ 3,022.35	$ 3,022.35	$ 7,700.00	$ 7,700.00
Grand Total					**$ 1,165,420.50**		**$ 1,480,337.00**		**$ 1,507,106.50**		**$ 1,892,703.60**		**$ 2,005,247.27**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1407905

Date Filed:
01/13/2026

Date Acknowledged:
02/23/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GRod Construction LLC
BOYD, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Celina

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2026-005
Glendenning Railroad Crossing Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Kimberly Brawner, Assistant City Manager
CC:
Date: March 10, 2026

Agenda Item:
Consider and act to award Bid 2026-015 for the reconstruction of Hillside Drive to Vlex Construction, LLC, in the amount of $759,860.00 plus a ten percent (10%) contingency in the amount of $75,986.00 for a total amount not to exceed $835,846.00. (Brawner)

Background Information:
The design scope under an MSA with TRC for improvements for Hillside Drive was authorized by Celina City Council in March 2025 to remove and replace the existing concrete paving and storm culvert infrastructure. After evaluating the existing conditions, an amendment was authorized in September 2025 to add the replacement of existing water and wastewater lines. The project was bid as Bid 2026-015 and received twelve (12) bids. Vlex Construction, LLC, was the apparent low bidder.

Upon the approval of the bid award to Vlex Construction, a public meeting will be scheduled with the residents along Hillside Drive with the contractor.

Legal Review:
Contract has been previsouly reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Agreement
4. Agenda Recap
5. Bid Tabulation
6. Form 1295

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

Staff Recommendation:
Staff recommends awarding the bid as presented.



Hillside Dr Improvements

Bid 2026-015

March 10, 2026

Kimberly Brawner, P.E., PTOE

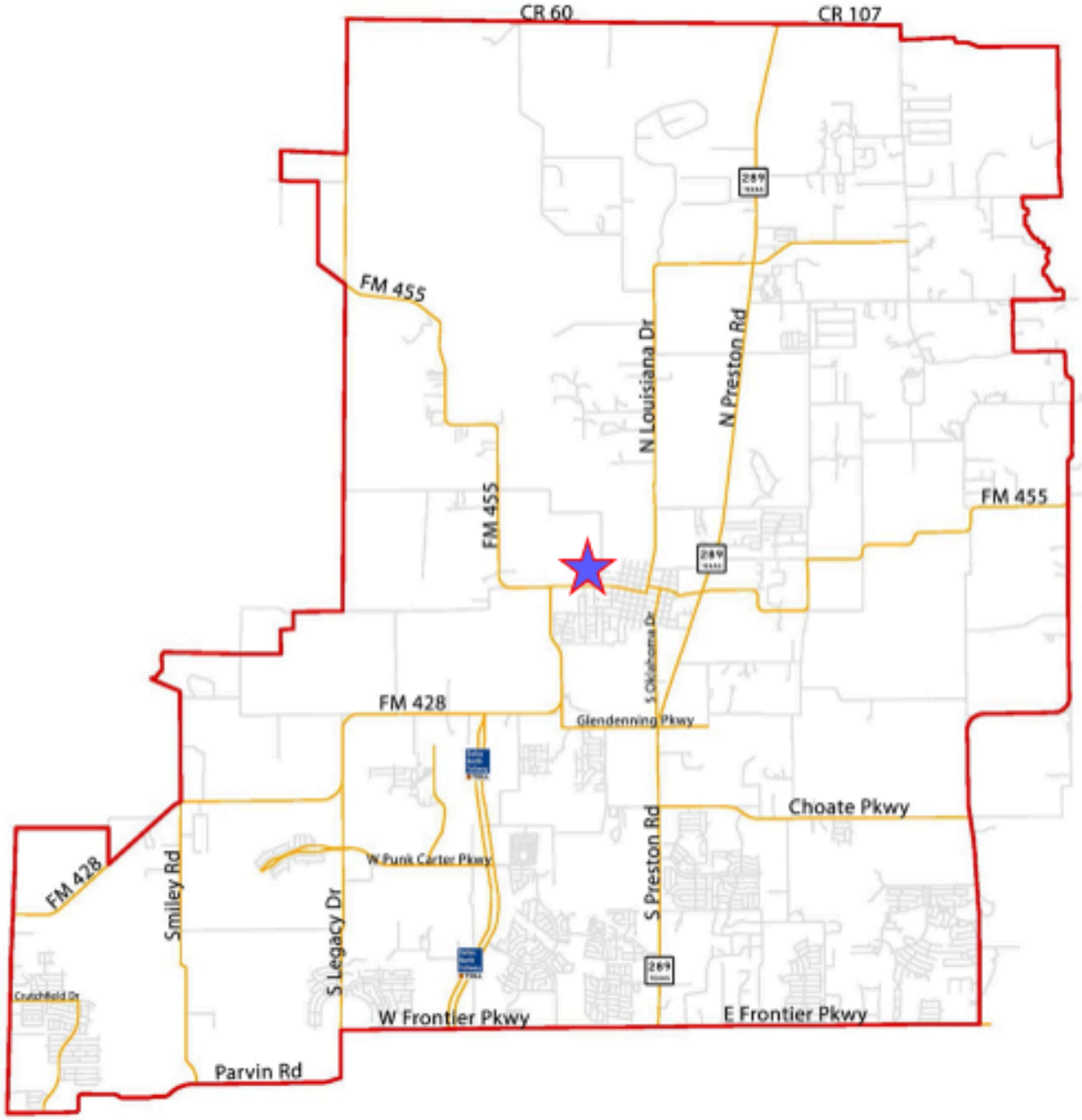
Assistant City Manager

Location Map

Hillside Dr

Downtown, North of the Post Office

Connects to Maryland Dr



Background

- March 13, 2025 - City approved design contract for Hillside Drive Improvements
- September 10, 2025 - City approved design amendment 1 for Hillside Drive Improvements to include removal and replacement of existing concrete pavement
- January 22, 2026 - City received responses to the sealed proposal 2026-017 for construction of improvements to include replacement of existing water and wastewater infrastructure
- Bid invitation was advertised in the local paper and posted on the City's eProcurement system and one thousand one hundred eighty-four (1184) vendors were notified
- Twelve (12) bids were received and an initial review was completed by the Purchasing Department to verify submissions met the minimum requirements
- Upon receiving positive feedback from vendor's references, staff recommended Vlex Construction, LLC as the lowest responsible bidder

Scope of Work

A | Reconstructing approximately 925 linear feet of 2-lane concrete roadway reconstruction along Hillside Drive including replacement of water and wastewater infrastructure

B | Project limits: Hillside Drive from connection to Maryland St to end of the cul-de-sac

C | Full depth reconstruction of the existing pavement to generally match the existing pavement width and increasing the turnaround in the cul-de-sac to meet current standards

D | Drainage improvements will be limited to removal and replacement of existing culverts



Bid 2026-015

Responding Supplier	Response Total
Vlex construction LLC	$ 759,860.00
La Banda, LLC	$ 769,122.00
JWC Excavation	$ 772,807.00
Palmer Hall Construction (Palmer Hall Excavation and Utilities, LLC)	$ 858,919.00
SYB CONSTRUCTION	$ 925,281.00
McMahon Contracting LP	$ 962,259.89
GRod Construction, LLC (GRod Construction LLC.)	$ 994,883.00
Apple Pavement Services	$ 1,045,190.00
Quality Excavation, LLC	$ 1,052,543.61
RoeschCo Construction, LLC	$ 1,060,075.00
J&L Construction, LLC.	$ 1,071,124.59
XIT Paving and Construction In	$ 1,199,364.00

A | First lowest apparent bidder is Vlex Construction, LLC

B | Contract Days: 150

C | Opinion of Probable Construction Cost (OPCC): $912,265.10

D | Bid Price: $759,860.00

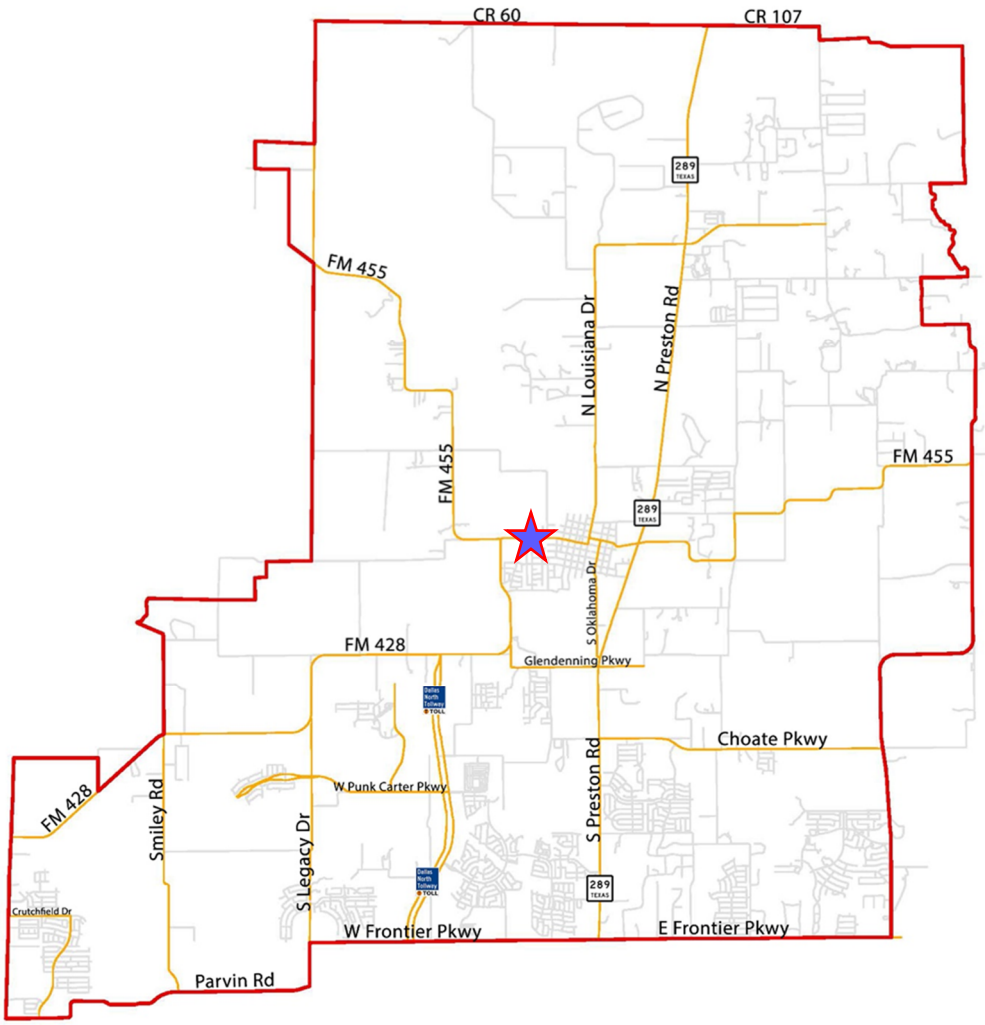
E | 10% Contingency: $75,986.00

F | Total Not to Exceed: **$835,846.00**



Thank You!

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 Vlex Construction 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
Hillside Dr Reconstruction
2026-015

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 Hillside Drive Reconstruction Project consists of the repaving of approximately 2,900 square yards of 9-inch concrete pavement. Additional items include approximately 944 linear feet of water pipe installation, 870 linear feet of sanitary sewer pipe, drainage improvements, grading, culvert replacement and associated appurtenances.

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 120 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

Docusign Envelope ID: 96C81276-86BF-4310-8483-D4FC3DABBF15

penalty), CONTRACTOR shall pay OWNER $1000 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER $500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: **$759,860.00**

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

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

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

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

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

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

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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 effective once signed by both parties.

CITY OF CELINA, TEXAS	**CONTRACTOR**
	Signed by: Vijay Bheemireddy 06D7C390036E4A5...
	Vijay Bheemireddy
	Printed Name & Title
	1/22/2026
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**	VLEX CONSTRUCTION 3586 BENT OAK E ST,GREENVILLE TEXAS-75401 469-422-1832 vijay@vlexconstruction.com

EJCDC® C-410, Bid Form for Construction Contract.
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2026-015 Addendum 3
Vlex construction LLC
Supplier Response

Event Information

Number: 2026-015 Addendum 3
Title: Hillside Drive Reconstruction
Type: Invitation to Bid
Issue Date: 12/26/2025
Deadline: 1/20/2026 10:30 AM (CT)
Notes: The construction project includes:

The Hillside Drive Reconstruction Project consists of the repaving of approximately 2,900 square yards of 9-inch concrete pavement. Additional items include approximately 944 linear feet of water pipe installation, 870 linear feet of sanitary sewer pipe, drainage improvements, grading, culvert replacement and associated appurtenances.

Budget Estimate: $900,000.00

Click HERE to register for the virtual bid opening.

The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary

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work, and is friendlier to the environment.

Contact Information

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

Vlex construction LLC Information

Contact: Vijay Bheemireddy
Address: 3586 Bent Oak East
Greenville, TX 75401
Phone: (469) 422-1832
Email: vijay@vlexconstruction.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.

Vijay Bheemireddy
Signature

vijay@vlexconstruction.com
Email

Submitted at 1/19/2026 07:13:14 PM (CT)

Requested Attachments

Bid Bond — BID BOND.pdf

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

Contractor Questionnaire — Exhibit_5_Contractor_Questionnaire.docx

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

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 — Experience Record.pdf

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

CIQ - Conflict of Interest — Exhibit 4 CIQ.pdf

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

Form 1295 — FORM 1295.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 — Non Resident Bidder Form.pdf

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

Bid Attributes

1 Bond Requirements

Bid Bond: Each Proposal submitted shall be accompanied a Bid Bond, in the amount of 5% of the bid total, from a reliable surety as a guarantee that, if awarded the contract, the Proposer will execute a Construction Agreement with the City, including all required bonds and other documents.

1. A copy of the bond shall be uploaded; **and**
2. The original must be submitted, upon request, to Purchasing within 3 business days.

Payment and Performance Bonds: Payment and Performance Bonds, for the performance of the Work and for payment of those who provide labor or materials, will be required within 10 days after Construction Manager and City execute the Contract. The Payment Bond shall be in an amount equal to 100% of the total bid award; and the Performance Bond shall be in an amount equal to 100% of the total bid award.

1. A payment bond will be required in the event the contract amount exceeds $50,000
2. A performance bond will be required in the event the contract amount exceeds $100,000

Maintenance Bond: The successful firm shall furnish a Maintenance Bond in the amount of 100% of the contract sum covering defects of material and workmanship for **two** calendar years following the City's approval and acceptance of the construction.

All bonds must be written by an approved surety company, licensed in the State of Texas and shall issue all bonds in accordance with Texas law.

☑ I agree to provide the required bonds

2 Mobilization

Mobilization shall be subsidiary to the contract line items

3 Substantial Completion

Substantial Completion = 120 calendar days

☑ Acknowledge

4 Completion - Ready for Final Payment

Completion = 150 calendar days

☑ Acknowledge

5 Procore

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

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

Example:

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

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

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

6 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

Vijay Bheemireddy & Project Manager

15 **Contact Person Phone**

(469) 422-1832

16 **Contact Person Email**

vijay@vlexconstruction.com

17 **Main Office Location**

3586 Bent oak E st, Greenville, TX-75401

18 **Years in Business**

3

19 **Office Location**

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

3586 Bent oak E st, Greenville, TX-75401

20 **Business Name**

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

N/A

21 **Binding Official**

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

Vijay BheeMireddy

22 Binding Official Email Address

vijay@vlexconstruction.com

23 Licensing

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

N/A

24 SB 252

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

☑ I certify that the statement is accurate and true.

25 HB 89 ISRAEL

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

☑ I certify that the statement is accurate and true.

26 SB 13 Boycotting Energy Companies

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

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

☑ I certify that the statement is accurate and true.

27 SB 19 Firearm and ammunition industries

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

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

☑ I certify that the statement is accurate and true.

28 Felony Conviction

State in the space provided one of the following:

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

2

29 Risk 1: Taxes - Local

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

YES

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

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

YES

31 **Risk 3: Audit/Investigation**

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

NO

32 **Risk 4: Debarrment**

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

NO

33 **Risk 5: Bonding**

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

NO

34 **Risk 6: Licensing**

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

NO

35 **Risk 7 Contract Default**

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

NO

36 **Risk 8 Contract Termination**

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

NO

37 **Risk 9 Claims and Suits**

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

NO

38 **Risk 10 Claims and Suits**

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

NO

39

Risk 11 Claims and Suits

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

NO

40

Sub-Contractor Payments

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

Provide a statement that you agree to this requirement.

I AGREE

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)

VB

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.

VB

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.

99-0462462

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 **System Access Disclaimer**

It is the sole responsibility of the vendor to ensure timely access to the eProcurement system. The City is not responsible for any technical issues, system outages, connectivity problems, or other circumstances that may prevent timely submission of a response. Vendors are strongly encouraged to submit their responses well in advance of the deadline. Late submissions will not be accepted, regardless of the cause.

☑ I acknowledge and accept the disclaimer

51 **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

52 **Addendum 1**

Please acknowledge receipt of addendum 1.

☑ I acknowledge receipt of Addendum 1

Bid Lines

1 **Package Header**

Base Bid

Quantity: 1 Total: $759,860.00

Package Items

1.1 Excavation and Grading

Quantity: 3678 UOM: SY Price: $10.00 Total: $36,780.00

1.2 Remove and Dispose of Concrete Pavement

Quantity: 3089 UOM: SY Price: $12.00 Total: $37,068.00

1.3 Reinforced Concrete Pavement

Quantity: 2857 UOM: SY Price: $78.00 Total: $222,846.00

1.4 Flexible Base

Quantity: 3138 UOM: SY Price: $14.00 Total: $43,932.00

1.5 Reinforced Concrete Driveway

Quantity: 354 UOM: SY Price: $75.00 Total: $26,550.00

1.6 12-Inch RCP Culvert

Quantity: 52 UOM: LF Price: $98.00 Total: $5,096.00

1.7 15-Inch RCP Culvert

Quantity: 28 UOM: LF Price: $127.00 Total: $3,556.00

1.8 12-Inch Safety End Treatment

Quantity: 3 UOM: EA Price: $2,530.00 Total: $7,590.00

1.9 15-Inch Safety End Treatment

Quantity: 2 UOM: EA Price: $3,220.00 Total: $6,440.00

1.10 Silt Fence

Quantity: 1650 UOM: LF Price: $5.00 Total: $8,250.00

1.11 Inlet Protection

Quantity: 2 UOM: EA Price: $403.00 Total: $806.00

1.12 SWPPP

Quantity: 1 UOM: LS Price: $5,750.00 Total: $5,750.00

1.13 Traffic Control

Quantity: 1 UOM: LS Price: $16,388.00 Total: $16,388.00

1.14 6-Inch Water Pipe

Quantity: 944 UOM: LF Price: $92.00 Total: $86,848.00

1.15 Remove and Dispose of Fire Hydrant

Quantity: 2 UOM: EA Price: $863.00 Total: $1,726.00

1.16 Fire Hydrant Assembly

Quantity: 3 UOM: EA Price: $7,475.00 Total: $22,425.00

1.17 6-Inch Gate Valve

Quantity: 1 UOM: EA Price: $2,415.00 Total: $2,415.00

1.18 Remove and Dispose of Gate Valve

Quantity: 2 UOM: EA Price: $748.00 Total: $1,496.00

1.19 Connect Water Service to Existing Meter

Quantity: 16 UOM: EA Price: $1,438.00 Total: $23,008.00

1.20 Connect to Existing Water Line

Quantity: 1 UOM: EA Price: $5,520.00 Total: $5,520.00

1.21 Air Release Valve

Quantity: 1 UOM: EA Price: $3,335.00 Total: $3,335.00

1.22 6-Inch PVC Sanitary Sewer Pipe

Quantity: 858 UOM: LF Price: $78.00 Total: $66,924.00

1.23 4-Inch PVC Sanitary Sewer Pipe

Quantity: 15 UOM: EA Price: $48.00 Total: $720.00

1.24 Abandon Sanitary Sewer Manhole

Quantity: 1 UOM: EA Price: $4,025.00 Total: $4,025.00

1.25 Remove Sanitary Sewer Clean Out

Quantity: 2 UOM: EA Price: $518.00 Total: $1,036.00

1.26 Poo Pit

Quantity: 2 UOM: EA Price: $2,070.00 Total: $4,140.00

1.27 Connect to Existing Sewer

Quantity: 2 UOM: EA Price: $5,980.00 Total: $11,960.00

1.28 4-Foot Dia Manhole

Quantity: 4 UOM: EA Price: $8,970.00 Total: $35,880.00

1.29 Connect Sewer Service

Quantity: 15 UOM: EA Price: $1,553.00 Total: $23,295.00

1.30 Block Sod

Quantity: 720 UOM: SY Price: $6.00 Total: $4,320.00

1.31 Trench Protection

Quantity: 1802 UOM: LF Price: $12.00 Total: $21,624.00

1.32 Standard Mailbox

Quantity: 6 UOM: EA Price: $201.00 Total: $1,206.00

1.33 Brick Mailbox

Quantity: 9 UOM: EA Price: $1,725.00 Total: $15,525.00

1.34 Project Sign

Quantity: 1 UOM: EA Price: $1,380.00 Total: $1,380.00

Response Total: $759,860.00

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2026-015
SOLICITATION NAME: HILLSIDE DR RECONSTRUCTION
PROJECT #: R101

Bid Opening Date	01/20/2026	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	1184
Number of Submissions:	13
Number of Non-Responsive Bids:	1
Number of Responsive Bids:	12
Number of No Bids	9
Did any vendor apply for Local Preference? (Y/N)	No

Review/Evaluation:
An initial review was completed by Purchasing to determine the responsiveness of each bidder.

Thirteen responses were received. Upon review, Infinite Interspec, LLC, was deemed non-responsive. All bid items were left blank.

The twelve remaining responses were sent to the department and engineer of record for further review.

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

Recommended Vendor(s):	Vlex Construction, Inc.
Contract Term:	150 Calendar Days

Ryan Quigley, Purchasing Agent	1/21/26
Submitted By	Date

Bid 2026-015 Hillside Dr Reconstruction				Vlex construction LLC		La Banda, LLC		JWC Excavation		Palmer Hall Construction (Palmer Hall Excavation and Utilities, LLC)		SYB CONSTRUCTION		McMahon Contracting LP		GRod Construction, LLC (GRod Construction LLC.)		Apple Pavement Services		Quality Excavation, LLC		RoeschCo Construction, LLC		J&L Construction, LLC.		XIT Paving and Construction In	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1.1	Excavation and Grading	3678	SY	$ 10.00	$ 36,780.00	$ 16.00	$ 58,848.00	$ 12.00	$ 44,136.00	$ 15.00	$ 55,170.00	$ 20.00	$ 73,560.00	$ 9.58	$ 35,235.24	$ 20.00	$ 73,560.00	$ 20.00	$ 73,560.00	$ 14.50	$ 53,331.00	$ 7.00	$ 25,746.00	$ 6.43	$ 23,649.54	$ 18.00	$ 66,204.00
1.2	Remove and Dispose of Concrete Pavement	3089	SY	$ 12.00	$ 37,068.00	$ 22.00	$ 67,958.00	$ 15.00	$ 46,335.00	$ 20.00	$ 61,780.00	$ 16.00	$ 49,424.00	$ 13.14	$ 40,589.46	$ 23.00	$ 71,047.00	$ 18.00	$ 55,602.00	$ 12.15	$ 37,531.35	$ 20.00	$ 61,780.00	$ 9.31	$ 28,758.59	$ 26.00	$ 80,314.00
1.3	Reinforced Concrete Pavement	2857	SY	$ 78.00	$ 222,846.00	$ 69.00	$ 197,133.00	$ 93.00	$ 265,701.00	$ 95.00	$ 271,415.00	$ 95.00	$ 271,415.00	$ 112.17	$ 320,469.69	$ 112.00	$ 319,984.00	$ 115.00	$ 328,555.00	$ 155.00	$ 442,835.00	$ 108.00	$ 308,556.00	$ 146.29	$ 417,950.53	$ 109.00	$ 311,413.00
1.4	Flexible Base	3138	SY	$ 14.00	$ 43,932.00	$ 30.00	$ 94,140.00	$ 25.00	$ 78,450.00	$ 21.00	$ 65,898.00	$ 25.00	$ 78,450.00	$ 22.77	$ 71,452.26	$ 24.00	$ 75,312.00	$ 25.00	$ 78,450.00	$ 27.70	$ 86,922.60	$ 38.00	$ 119,244.00	$ 44.90	$ 140,896.20	$ 36.00	$ 112,968.00
1.5	Reinforced Concrete Driveway	354	SY	$ 75.00	$ 26,550.00	$ 66.00	$ 23,364.00	$ 73.00	$ 25,842.00	$ 105.00	$ 37,170.00	$ 135.00	$ 47,790.00	$ 220.37	$ 78,010.98	$ 103.00	$ 36,462.00	$ 110.00	$ 38,940.00	$ 128.50	$ 45,489.00	$ 94.00	$ 33,276.00	$ 109.32	$ 38,699.28	$ 99.00	$ 35,046.00
1.6	12-Inch RCP Culvert	52	LF	$ 98.00	$ 5,096.00	$ 85.00	$ 4,420.00	$ 86.00	$ 4,472.00	$ 150.00	$ 7,800.00	$ 78.00	$ 4,056.00	$ 106.49	$ 5,537.48	$ 136.00	$ 7,072.00	$ 150.00	$ 7,800.00	$ 120.00	$ 6,240.00	$ 97.00	$ 5,044.00	$ 82.53	$ 4,291.56	$ 145.00	$ 7,540.00
1.7	15-Inch RCP Culvert	28	LF	$ 127.00	$ 3,556.00	$ 85.00	$ 2,380.00	$ 115.00	$ 3,220.00	$ 165.00	$ 4,620.00	$ 82.00	$ 2,296.00	$ 107.75	$ 3,017.00	$ 210.00	$ 5,880.00	$ 155.00	$ 4,340.00	$ 138.00	$ 3,864.00	$ 92.00	$ 2,576.00	$ 92.56	$ 2,591.68	$ 147.00	$ 4,116.00
1.8	12-Inch Safety End Treatment	3	EA	$ 2,530.00	$ 7,590.00	$ 1,500.00	$ 4,500.00	$ 2,000.00	$ 6,000.00	$ 3,000.00	$ 9,000.00	$ 2,200.00	$ 6,600.00	$ 1,362.17	$ 4,086.51	$ 1,650.00	$ 4,950.00	$ 4,500.00	$ 13,500.00	$ 1,150.00	$ 3,450.00	$ 2,070.00	$ 6,210.00	$ 1,427.68	$ 4,283.04	$ 2,300.00	$ 6,900.00
1.9	15-Inch Safety End Treatment	2	EA	$ 3,220.00	$ 6,440.00	$ 1,650.00	$ 3,300.00	$ 2,700.00	$ 5,400.00	$ 5,000.00	$ 10,000.00	$ 2,500.00	$ 5,000.00	$ 1,364.07	$ 2,728.14	$ 1,750.00	$ 3,500.00	$ 4,500.00	$ 9,000.00	$ 1,200.00	$ 2,400.00	$ 2,415.00	$ 4,830.00	$ 1,847.52	$ 3,695.04	$ 2,400.00	$ 4,800.00
1.10	Silt Fence	1650	LF	$ 5.00	$ 8,250.00	$ 3.50	$ 5,775.00	$ 4.00	$ 6,600.00	$ 3.00	$ 4,950.00	$ 3.00	$ 4,950.00	$ 2.20	$ 3,630.00	$ 3.00	$ 4,950.00	$ 3.00	$ 4,950.00	$ 3.00	$ 4,950.00	$ 3.00	$ 4,950.00	$ 2.93	$ 4,834.50	$ 3.00	$ 4,950.00
1.11	Inlet Protection	2	EA	$ 403.00	$ 806.00	$ 250.00	$ 500.00	$ 2,700.00	$ 5,400.00	$ 500.00	$ 1,000.00	$ 250.00	$ 500.00	$ 197.20	$ 394.40	$ 220.00	$ 440.00	$ 750.00	$ 1,500.00	$ 204.00	$ 408.00	$ 173.00	$ 346.00	$ 492.01	$ 984.02	$ 300.00	$ 600.00
1.12	SWPPP	1	LS	$ 5,750.00	$ 5,750.00	$ 5,000.00	$ 5,000.00	$ 3,105.00	$ 3,105.00	$ 3,000.00	$ 3,000.00	$ 15,000.00	$ 15,000.00	$ 1,392.00	$ 1,392.00	$ 2,750.00	$ 2,750.00	$ 15,000.00	$ 15,000.00	$ 3,250.00	$ 3,250.00	$ 3,451.00	$ 3,451.00	$ 3,830.67	$ 3,830.67	$ 13,000.00	$ 13,000.00
1.13	Traffic Control	1	LS	$ 16,388.00	$ 16,388.00	$ 10,000.00	$ 10,000.00	$ 8,100.00	$ 8,100.00	$ 5,000.00	$ 5,000.00	$ 20,000.00	$ 20,000.00	$ 16,473.48	$ 16,473.48	$ 11,000.00	$ 11,000.00	$ 18,000.00	$ 18,000.00	$ 12,250.00	$ 12,250.00	$ 4,601.00	$ 4,601.00	$ 10,890.17	$ 10,890.17	$ 45,000.00	$ 45,000.00
1.14	6-Inch Water Pipe	944	LF	$ 92.00	$ 86,848.00	$ 68.00	$ 64,192.00	$ 56.00	$ 52,864.00	$ 75.00	$ 70,800.00	$ 80.00	$ 75,520.00	$ 107.60	$ 101,574.40	$ 81.00	$ 76,464.00	$ 73.00	$ 68,912.00	$ 67.00	$ 63,248.00	$ 129.00	$ 121,776.00	$ 71.26	$ 67,269.44	$ 129.00	$ 121,776.00
1.15	Remove and Dispose of Fire Hydrant	2	EA	$ 863.00	$ 1,726.00	$ 300.00	$ 600.00	$ 300.00	$ 600.00	$ 1,000.00	$ 2,000.00	$ 500.00	$ 1,000.00	$ 1,002.64	$ 2,005.28	$ 1,350.00	$ 2,700.00	$ 1,200.00	$ 2,400.00	$ 580.00	$ 1,160.00	$ 1,150.00	$ 2,300.00	$ 596.79	$ 1,193.58	$ 1,500.00	$ 3,000.00
1.16	Fire Hydrant Assembly	3	EA	$ 7,475.00	$ 22,425.00	$ 8,500.00	$ 25,500.00	$ 6,300.00	$ 18,900.00	$ 11,000.00	$ 33,000.00	$ 8,000.00	$ 24,000.00	$ 7,443.28	$ 22,329.84	$ 9,750.00	$ 29,250.00	$ 9,000.00	$ 27,000.00	$ 8,000.00	$ 24,000.00	$ 13,000.00	$ 39,000.00	$ 9,459.60	$ 28,378.80	$ 9,800.00	$ 29,400.00
1.17	6-Inch Gate Valve	1	EA	$ 2,415.00	$ 2,415.00	$ 3,100.00	$ 3,100.00	$ 2,100.00	$ 2,100.00	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00	$ 2,420.60	$ 2,420.60	$ 2,400.00	$ 2,400.00	$ 2,000.00	$ 2,000.00	$ 2,300.00	$ 2,300.00	$ 3,738.00	$ 3,738.00	$ 2,854.17	$ 2,854.17	$ 2,100.00	$ 2,100.00
1.18	Remove and Dispose of Gate Valve	2	EA	$ 748.00	$ 1,496.00	$ 500.00	$ 1,000.00	$ 436.00	$ 872.00	$ 2,500.00	$ 5,000.00	$ 500.00	$ 1,000.00	$ 400.40	$ 800.80	$ 450.00	$ 900.00	$ 1,100.00	$ 2,200.00	$ 655.00	$ 1,310.00	$ 575.00	$ 1,150.00	$ 531.60	$ 1,063.20	$ 800.00	$ 1,600.00
1.19	Connect Water Service to Existing Meter	16	EA	$ 1,438.00	$ 23,008.00	$ 1,500.00	$ 24,000.00	$ 1,104.00	$ 17,664.00	$ 1,000.00	$ 16,000.00	$ 2,000.00	$ 32,000.00	$ 1,103.66	$ 17,658.56	$ 2,000.00	$ 32,000.00	$ 3,250.00	$ 52,000.00	$ 1,950.00	$ 31,200.00	$ 1,772.00	$ 28,352.00	$ 2,020.48	$ 32,327.68	$ 3,200.00	$ 51,200.00
1.20	Connect to Existing Water Line	1	EA	$ 5,520.00	$ 5,520.00	$ 3,000.00	$ 3,000.00	$ 2,292.00	$ 2,292.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 2,166.18	$ 2,166.18	$ 4,200.00	$ 4,200.00	$ 2,200.00	$ 2,200.00	$ 3,600.00	$ 3,600.00	$ 4,026.00	$ 4,026.00	$ 6,532.67	$ 6,532.67	$ 3,400.00	$ 3,400.00
1.21	Air Release Valve	1	EA	$ 3,335.00	$ 3,335.00	$ 11,000.00	$ 11,000.00	$ 7,055.00	$ 7,055.00	$ 3,000.00	$ 3,000.00	$ 8,500.00	$ 8,500.00	$ 13,578.95	$ 13,578.95	$ 9,950.00	$ 9,950.00	$ 12,125.00	$ 12,125.00	$ 14,000.00	$ 14,000.00	$ 10,352.00	$ 10,352.00	$ 13,198.42	$ 13,198.42	$ 13,300.00	$ 13,300.00
1.22	6-Inch PVC Sanitary Sewer Pipe	858	LF	$ 78.00	$ 66,924.00	$ 68.00	$ 58,344.00	$ 70.00	$ 60,060.00	$ 45.00	$ 38,610.00	$ 95.00	$ 81,510.00	$ 81.44	$ 69,875.52	$ 75.00	$ 64,350.00	$ 75.00	$ 64,350.00	$ 86.00	$ 73,788.00	$ 127.00	$ 108,966.00	$ 101.89	$ 87,421.62	$ 120.00	$ 102,960.00
1.23	4-Inch PVC Sanitary Sewer Pipe	15	EA	$ 48.00	$ 720.00	$ 50.00	$ 750.00	$ 45.00	$ 675.00	$ 400.00	$ 6,000.00	$ 100.00	$ 1,500.00	$ 2,344.53	$ 35,167.95	$ 1,900.00	$ 28,500.00	$ 60.00	$ 900.00	$ 1,750.00	$ 26,250.00	$ 1,077.00	$ 16,155.00	$ 2,554.76	$ 38,321.40	$ 4,134.00	$ 62,010.00
1.24	Abandon Sanitary Sewer Manhole	1	EA	$ 4,025.00	$ 4,025.00	$ 400.00	$ 400.00	$ 600.00	$ 600.00	$ 7,000.00	$ 7,000.00	$ 2,500.00	$ 2,500.00	$ 2,028.84	$ 2,028.84	$ 3,500.00	$ 3,500.00	$ 3,200.00	$ 3,200.00	$ 1,850.00	$ 1,850.00	$ 1,150.00	$ 1,150.00	$ 3,261.49	$ 3,261.49	$ 2,700.00	$ 2,700.00
1.25	Remove Sanitary Sewer Clean Out	2	EA	$ 518.00	$ 1,036.00	$ 500.00	$ 1,000.00	$ 579.00	$ 1,158.00	$ 1,000.00	$ 2,000.00	$ 500.00	$ 1,000.00	$ 432.54	$ 865.08	$ 150.00	$ 300.00	$ 1,600.00	$ 3,200.00	$ 450.00	$ 900.00	$ 1,150.00	$ 2,300.00	$ 531.60	$ 1,063.20	$ 1,016.00	$ 2,032.00
1.26	Poo Pit	2	EA	$ 2,070.00	$ 4,140.00	$ 6,500.00	$ 13,000.00	$ 3,400.00	$ 6,800.00	$ 15,000.00	$ 30,000.00	$ 2,500.00	$ 5,000.00	$ 6,906.23	$ 13,812.46	$ 9,850.00	$ 19,700.00	$ 8,500.00	$ 17,000.00	$ 3,800.00	$ 7,600.00	$ 8,627.00	$ 17,254.00	$ 4,341.71	$ 8,683.42	$ 5,600.00	$ 11,200.00
1.27	Connect to Existing Sewer	2	EA	$ 5,980.00	$ 11,960.00	$ 800.00	$ 1,600.00	$ 1,222.00	$ 2,444.00	$ 3,000.00	$ 6,000.00	$ 2,500.00	$ 5,000.00	$ 1,350.46	$ 2,700.92	$ 1,600.00	$ 3,200.00	$ 3,250.00	$ 6,500.00	$ 1,712.00	$ 3,424.00	$ 2,300.00	$ 4,600.00	$ 610.35	$ 1,220.70	$ 3,271.00	$ 6,542.00
1.28	4-Foot Dia Manhole	4	EA	$ 8,970.00	$ 35,880.00	$ 9,000.00	$ 36,000.00	$ 10,400.00	$ 41,600.00	$ 15,000.00	$ 60,000.00	$ 10,000.00	$ 40,000.00	$ 11,608.94	$ 46,435.76	$ 11,600.00	$ 46,400.00	$ 13,500.00	$ 54,000.00	$ 8,950.00	$ 35,800.00	$ 10,496.00	$ 41,984.00	$ 12,859.42	$ 51,437.68	$ 11,762.00	$ 47,048.00
1.29	Connect Sewer Service	15	EA	$ 1,553.00	$ 23,295.00	$ 1,600.00	$ 24,000.00	$ 1,110.00	$ 16,650.00	$ 500.00	$ 7,500.00	$ 2,000.00	$ 30,000.00	$ 692.05	$ 10,380.75	$ 800.00	$ 12,000.00	$ 2,000.00	$ 30,000.00	$ 475.00	$ 7,125.00	$ 2,070.00	$ 31,050.00	$ 146.13	$ 2,191.95	$ 809.00	$ 12,135.00
1.30	Block Sod	720	SY	$ 6.00	$ 4,320.00	$ 13.00	$ 9,360.00	$ 12.00	$ 8,640.00	$ 15.00	$ 10,800.00	$ 10.00	$ 7,200.00	$ 16.31	$ 11,743.20	$ 20.00	$ 14,400.00	$ 15.00	$ 10,800.00	$ 21.25	$ 15,300.00	$ 14.00	$ 10,080.00	$ 16.37	$ 11,786.40	$ 10.00	$ 7,200.00
1.31	Trench Protection	1802	LF	$ 12.00	$ 21,624.00	$ 4.00	$ 7,208.00	$ 2.00	$ 3,604.00	$ 3.00	$ 5,406.00	$ 5.00	$ 9,010.00	$ 1.39	$ 2,504.78	$ 6.00	$ 10,812.00	$ 3.00	$ 5,406.00	$ 2.81	$ 5,063.62	$ 2.00	$ 3,604.00	$ 2.69	$ 4,847.38	$ 5.00	$ 9,010.00
1.32	Standard Mailbox	6	EA	$ 201.00	$ 1,206.00	$ 400.00	$ 2,400.00	$ 658.00	$ 3,948.00	$ 250.00	$ 1,500.00	$ 300.00	$ 1,800.00	$ 392.00	$ 2,352.00	$ 450.00	$ 2,700.00	$ 1,000.00	$ 6,000.00	$ 300.00	$ 1,800.00	$ 383.00	$ 2,298.00	$ 282.93	$ 1,697.58	$ 175.00	$ 1,050.00
1.33	Brick Mailbox	9	EA	$ 1,725.00	$ 15,525.00	$ 550.00	$ 4,950.00	$ 2,295.00	$ 20,655.00	$ 1,000.00	$ 9,000.00	$ 1,300.00	$ 11,700.00	$ 2,034.19	$ 18,307.71	$ 1,500.00	$ 13,500.00	$ 2,700.00	$ 24,300.00	$ 3,250.00	$ 29,250.00	$ 3,195.00	$ 28,755.00	$ 2,231.34	$ 20,082.06	$ 1,800.00	$ 16,200.00
1.34	Project Sign	1	EA	$ 1,380.00	$ 1,380.00	$ 400.00	$ 400.00	$ 865.00	$ 865.00	$ 1,500.00	$ 1,500.00	$ 500.00	$ 500.00	$ 533.67	$ 533.67	$ 750.00	$ 750.00	$ 1,500.00	$ 1,500.00	$ 654.04		$ 575.00	$ 575.00	$ 936.93	$ 936.93	$ 650.00	$ 650.00
Grand Total					**$ 759,860.00**		**$ 769,122.00**		**$ 772,807.00**		**$ 858,919.00**		**$ 925,281.00**		**$ 962,259.89**		**$ 994,883.00**		**$ 1,045,190.00**		**$ 1,051,889.57**		**$ 1,060,075.00**		**$ 1,071,124.59**		**$ 1,199,364.00**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1409989

Date Filed:
01/19/2026

Date Acknowledged:
02/23/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

VLEX CONSTRUCTION LLC
Greenville, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Celina

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2026-015
Street paving

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Catherine Oduro, Senior Civil Engineer
CC: Kimberly Brawner, Assistant City Manager
Date: March 10, 2026

Agenda Item:
Consider and act to award CSP 2026-018 for the construction of the Ousley Park Stream Restoration and Trail project to RoeschCo Construction, LLC., in the amount of $11,924,937.70 plus a ten (10) percent contingency of $1,192,493.77 for a total amount not to exceed $13,117,431.47. (Brawner)

Background Information:
Ousley Park will be completed in phases. The design of the stream restoration and the trail was awarded to FNI in October 2022. The Ousley Park Master Plan was approved by the City Council in January 2024. The first phase of Ousley Park was the construction of the Ralph O'Dell Senior Citizen Center. The second phase of Ousley Park was the remodeling of the Parks Department administration building, which is under construction. This project is scheduled to be completed in September 2026. The restoration and stabilization of the Doe Branch stream is Phase 3 of Ousley Park. This phase includes stream restoration and the construction of a 12-foot trail along the stream. The design is complete and staff received the required Army Corps of Engineers (USACE) Nationwide 27 permit in late 2025.

The restoration project will return the eroded Doe Branch stream to a natural, stable, and functional state. Stream banks will be stabilized through regrading, planting native vegetation along the banks, and constructing retaining walls where necessary. Intermittent pools will be established within the creek to support and sustain natural habitats. The 12-foot concrete trail will delineate the public park from the stream restoration area. This stream area will include a three-year monitoring requirement as part of the USACE permit process.

The bid for construction was advertised on January 9, 2026, as a competitive sealed bid. Four submittals were received on February 5, 2026. Two city staff members and the engineer of record evaluated the submittals and unanimously recommended the contract to be awarded to RoeschCo based on cost and their experience in stream restoration projects.

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

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Agreement
4. Agenda Recap
5. Bid Tabulation
6. Scoring
7. Form 1295

Financial Consideration:
Funding is available through bond, integrity and drainage 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.



Ousley Park Stream Restoration and Trail

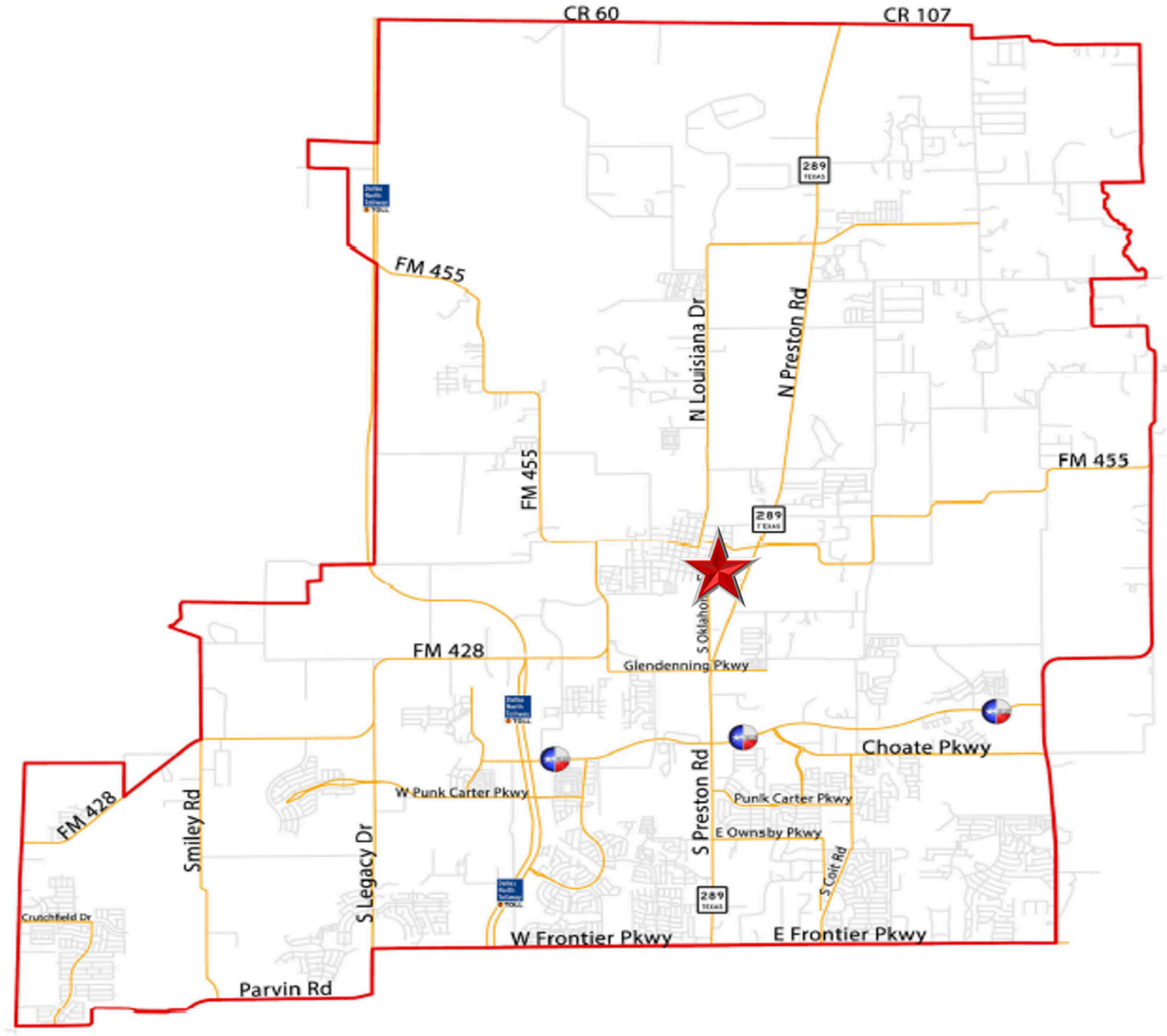
Bid 2026-018

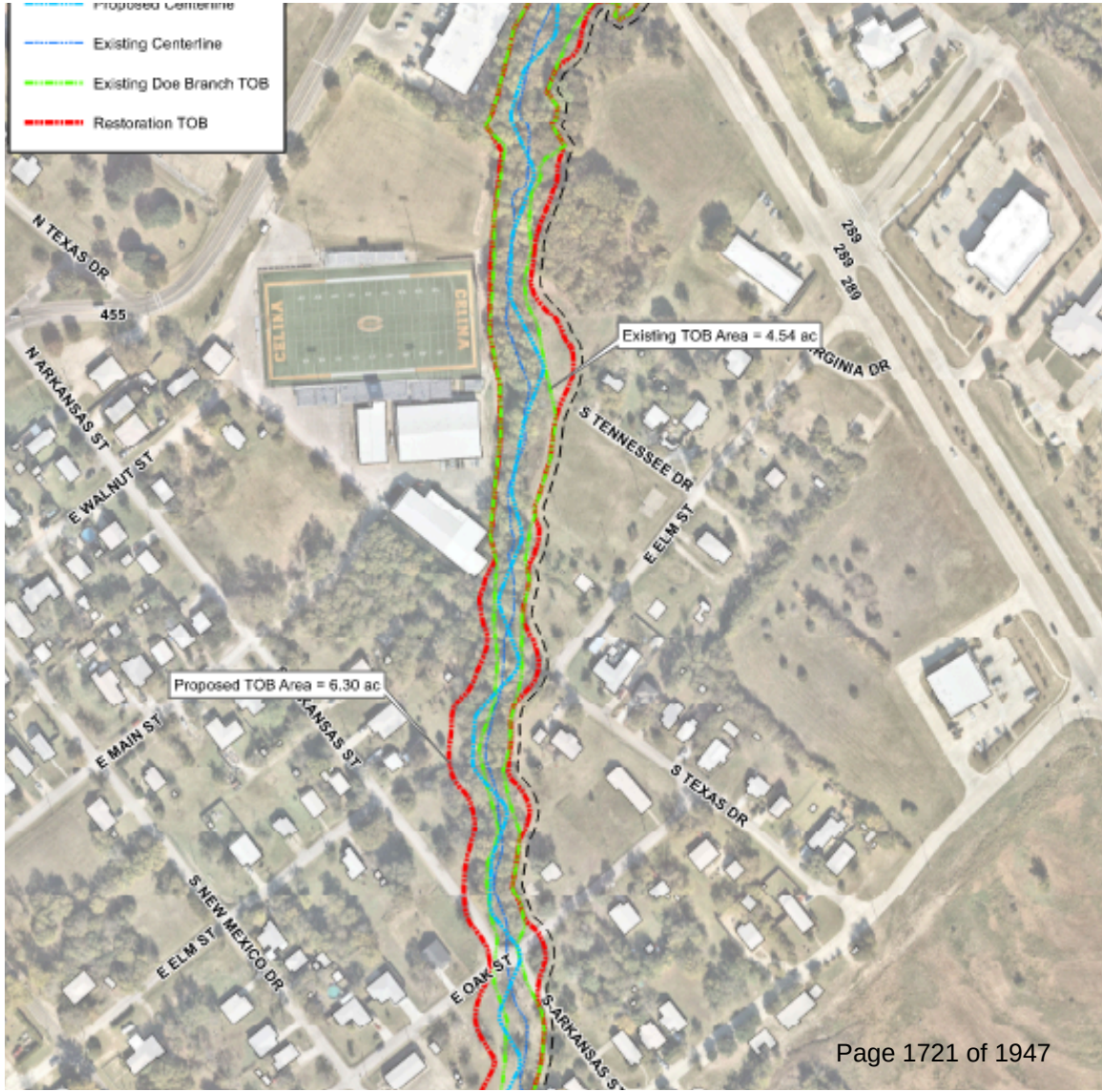
March 10, 2026

Kimberly Brawner, P.E., PTOE

Assistant City Manager

PROJECT LOCATION/LIMITS





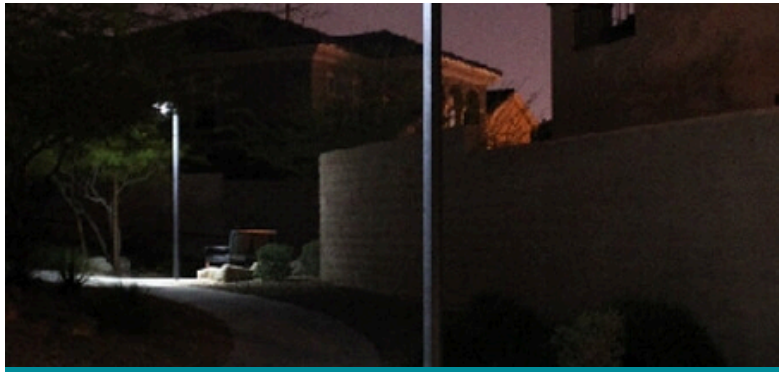
BACKGROUND

- ☆ October 2022 - Stream restoration and trail design contract with FNI
- ☆ January 2024 - Master Plan Approved by City Council
- ☆ The initial applicattion for the US Army Corps of Engineers Nationwide permit was submitted in 2022. The City received the permit in 2025.
- ☆ February 5, 2026 - Competitive sealed bids were received with four submitted bids.
- ☆ Bids were evaluated by two city staff and the design engineer
- ☆ Evaluators unanimously recommended RoeschCo.

SCOPE OF WORK



Stream Restoration



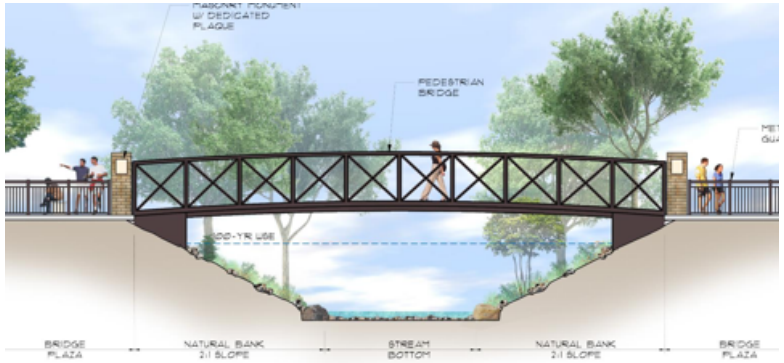
Lighting



Trail



Retaining Wall



Pedestrian Bridge

PROJECT RENDERING


RETAINING WALL


SEGMENTAL BLOCK


PEDESTRIAN BRIDGE

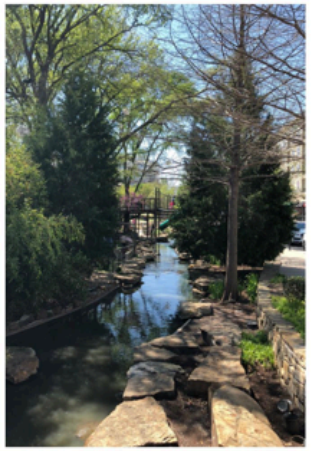

BRIDGE COLUMN


NATURAL STREAM EDGE


NATURAL STREAM EDGE








TRAIL HEAD


FOREST RESTORATION


URBAN DEVELOPMENT


TRAIL HEAD


BENCH STATION


WILDLIFE HABITAT


WILDLIFE HABITAT


CONCRETE TRAIL


EXERCISE STATION


NATIVE BLACKLAND PRAIRIE


NATURAL PICNIC AREA

Bid 2026-018

CONTRACTOR	TOTAL BASE BID + Alternates 1-5
The Fain Group	$13,306,288.50
RoeschCo Construction, LLC	$11,924,937.70
J.B. & Co. LLC (Joel Brown & Co. LLC)	$15,001,050.00
Solid Bridge Construction	$20,091,553.00

A | Recommend award to: RoeschCo

B | Contract Days: 548

C | Opinion of Probable Construction Cost (OPCC): $17,046,000

D | Bid Price: $11,924,937.70

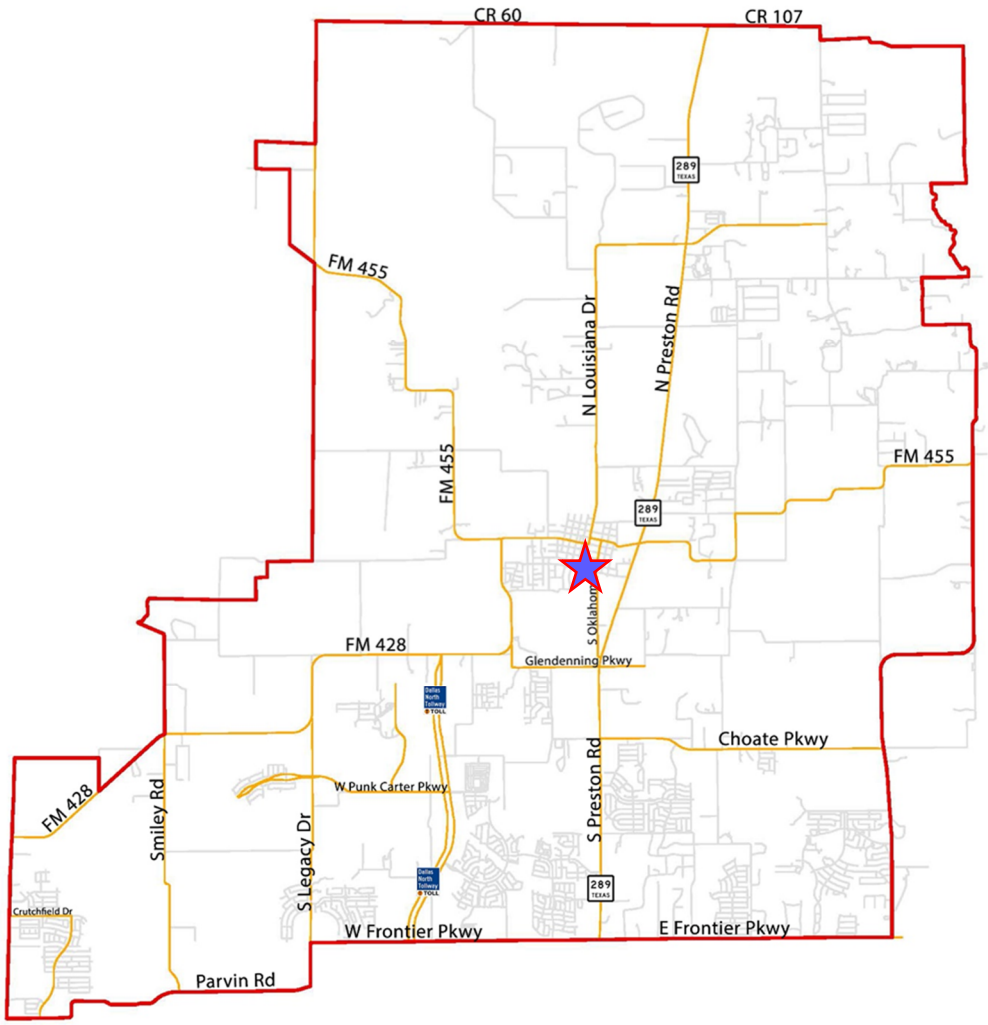
E | 10% Contingency: $1,192,493.77

F | Total Not to Exceed: **$13,117,431.47**



Thank You!

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 RoeschCo Construction 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
Ousley Trail and Stream Restoration
CSP 2026-018

ARTICLE 2 – THE PROJECT

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

The project will restore approximately 3,000 linear feet of stream, extending from Preston Road (SH 289) to Oklahoma Drive. It also includes the construction of a parallel concrete trail, pedestrian bridges, and drainage enhancements such as storm drain inlets and outfalls. Additionally, the project will address sewer and water utility improvements and relocations, road work and intersection removal, and extensive planting throughout the stream corridor.

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within **365 calendar days** after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **548 calendar days** after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER $2500 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially

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

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: **$11,924,937.70**

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 effective once signed by both parties.

CITY OF CELINA, TEXAS	**CONTRACTOR**
	Signed by: Bryan Kayser 976F7A9128CE479...
Signature	**Signature**
	Bryan Kayser
Printed Name & Title	Printed Name & Title
	2/20/2026
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**	9801 Camfield Ave Ste 200 Frisco United States TX 75033

EJCDC® C-410, Bid Form for Construction Contract.
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2026-018 Addendum 2
RoeschCo Construction, LLC
Supplier Response

Event Information

Number:	2026-018 Addendum 2
Title:	Ousley Trail and Stream Restoration
Type:	Competitive Sealed Proposal
Issue Date:	1/9/2026
Deadline:	2/5/2026 10:00 AM (CT)
Notes:	The project will restore approximately 3,000 linear feet of stream, extending from Preston Road (SH 289) to Oklahoma Drive. It also includes the construction of a parallel concrete trail, pedestrian bridges, and drainage enhancements such as storm drain inlets and outfalls. Additionally, the project will address sewer and water utility improvements and relocations, road work and intersection removal, and extensive planting throughout the stream corridor.

Budget Estimate: $14.8 Million

Virtual Bid Opening - Register HERE

Docusign Envelope ID: 03DBCAC0-5DFC-42A1-B90A-AFEE8579A38E

Contact Information

Contact: Ryan Quigley Purchasing Agent
Address: Purchasing
City Hall
142 N. Ohio
Celina, TX 75009
Email: rquigley@celina-tx.gov

RoeschCo Construction, LLC Information

Contact: Bryan Kayser
Address: 9801 Camfield Ave
Suite 200
Frisco, TX 75033
Phone: (469) 888-4135
Email: bk@roeschco.com
Web Address: www.roeschco.com

Undersigned affirms They have read and understood the requirements of this request. They are duly authorized to sign and submit this response on behalf of the firm named in this submittal. The proposal has not been prepared in collaboration 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.

Bryan Kayser
Signature

BK@roeschco.com
Email

Submitted at 2/5/2026 09:28:25 AM (CT)

Requested Attachments

Bid Bond

Bid Bond - Ousley Trail and Stream Restoration.pdf

Complete the Bid Bond form located in the Attachments Tab and upload here.

CIQ - Conflict of Interest

Conflict of Interest - Ousley Trail and Stream Restoration.pdf

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

W9

W-9 - Ousley Trail and Stream Restoration.pdf

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

Form 1295

Form 1295 - Ousley Trail and Stream Restoration.pdf

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

Non Resident Bidder Form

Non Resident Bidder Form - Ousley Trail and Stream Restoration.pdf

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

Contractor Compliance to Texas Sales Tax Code

Contractor Compliance to Texas Sales Tax Code - Ousley Trail and Stream Restoration.pdf

Complete the Contractor Compliance to Texas Sales Tax Code form located in the Attachments Tab and upload here.

Experience Record

Ousley Trail Experience Record - RoeschCo (with RES).pdf

Complete the Experience Record form located in the Attachments Tab and upload here.

Construction Schedule

Ousley Trail Construction Schedule - RoeschCo.pdf

Provide a detailed schedule including a completion date.

Audited Financial Statement

Ousley Trail - RoeschCo Financials Letter.pdf

Provide a copy of your audited financial statement. The audit must have occurred within the past two years.

EMR Letter

EMR Letter - Ousley Trail and Stream Restoration.pdf

An Experience Modification Rate (EMR) letter is an official document from an insurance provider or rating organization that details a company's safety record based on workers' compensation claims. It is used to prove a company's safety compliance, with a score below 1.0 indicating better-than-average safety.

Bid Attributes

1	**Bond Requirements** **Bid Bond:** Each Proposal submitted shall be accompanied a Bid Bond, in the amount of 5% of the bid total, from a reliable surety as a guarantee that, if awarded the contract, the Proposer will execute a Construction Agreement with the City, including all required bonds and other documents. 1. A copy of the bond shall be uploaded; **and** 2. The original must be submitted, upon request, to Purchasing within 3 business days. **Payment and Performance Bonds:** Payment and Performance Bonds, for the performance of the Work and for payment of those who provide labor or materials, will be required within 10 days after Construction Manager and City execute the Contract. The Payment Bond shall be in an amount equal to 100% of the total bid award; and the Performance Bond shall be in an amount equal to 100% of the total bid award. 1. A payment bond will be required in the event the contract amount exceeds $50,000 2. A performance bond will be required in the event the contract amount exceeds $100,000 **Maintenance Bond:** The successful firm shall furnish a Maintenance Bond in the amount of 100% of the contract sum covering defects of material and workmanship for **two** calendar years following the City's approval and acceptance of the construction. **All bonds must be written by an approved surety company, licensed in the State of Texas and shall issue all bonds in accordance with Texas law.** ☑ I agree to provide the required bonds
2	**Substantial Completion** Substantial Completion = 365 calendar days ☑ Acknowledge
3	**Completion - Ready for Final Payment** Completion = 548 calendar days ☑ Acknowledge
4	**Mobilization** Mobilization shall be subsidiary to the contract line items

5 Procore - RFIs, Payment Applications, Change Orders

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, 2024 is due by September 10, 2024

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 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

7 Celina Design and Construction Standards

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

8 Subcontracting

List subcontractors that you may use for these specifications? If none, write N/A

RES (Resource Environmental Solutions): Stream Restoration Oscar Orduno Inc: Soil Nails, Shotcrete and Micropiles Unified Plumbing & Utilities: Water & Sanitary Sewer Pate Jones Paving: Asphalt

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.

Roeschco Construction, LLC agrees to pay all subcontractors on the job within ten (10) calendar days after receipt of payment from the City of Celina.

10 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)

Roeschco Construction, LLC agrees to abide by the City of Celina's Ordinance 2020-53 adopted on 8/11/2020.

11

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.

Roeschco Construction, LLC agrees to abide by all Federal, State, and Local environmental laws.

12

Electronic Submission

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

13 **Bid Acceptance**

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

14 **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.

15 **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.

16 **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.

17 **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.

18 **Contact Person**

Name and Title

Bryan Kayser

19 **Contact Person Phone**

(469) 888-4135

20 **Contact Person Email**

BK@roeschco.com

21 **Main Office Location**

9801 Camfield Ave., Suite 200, Frisco, TX 75033

22 **Years in Business**

4

23 **Office Location**

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

9801 Camfield Ave., Suite 200, Frisco, TX 75033

24 **Business Name**

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

No, we also operated under Roeschco Construction, Inc. from 2010 - 2021. Restructured from Inc to LLC in January 2022.

25 **Binding Official**

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

Bryan Kayser or Micah Roeschley

26 **Binding Official Email Address**

bk@roeschco.com

27 **Licensing**

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

N/A

28 **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.

29 **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.

30 **SB 13 Boycotting Energy Companies**

In accordance with SB 13, I certify as the respondent and submitter for this solicitation that:

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

☑ I certify that the statement is accurate and true.

31 **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.

32 **Felony Conviction**

State in the space provided one of the following:

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

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

33 **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

34 **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

35 **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

36 **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

37 **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

38 **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

39 **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

40 **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

41 **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

42 **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

43 **Exceptions / Comments**

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

We acknowledge Addenda 1, 2 and the Q&A We included Pedestrian Truss Bridges with a standard foundation at the (2) Low Water Crossings. We are quoting specified bridge manufacturers.

44 **ACH**

All payments will be made via ACH. Payment terms are Net 30 unless otherwise specified by the City in this solicitation.

45 **Invoices**

All invoices must reference the City of Celina's Purchase Order/Department Purchase Order number, department name, job site location, city employee requesting service, and a **complete breakdown of charges**. The breakdown on the invoice should be in accordance with the bid pricing. If applicable, invoices should provide clear detail and breakdown for labor (to include hourly rate and cost per hour), and mark-up on parts/materials should be provided on the invoice and extended (detail to show vendors cost, and then extended to show markup). All original invoices must be sent to accountspayable@celina-tx.gov.

46 **Public or Private**

Is your business publicly traded?

No

47 **Ex-Parte Communication**

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

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

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

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

☑ Acknowledge

49 **State of Texas**

My company is authorized to transact business in the State of Texas. If you are a sole proprietor and are not registered with the state please select "Sole Proprietor".
Go to the Texas Taxable Entity Search https://mycpa.cpa.state.tx.us/coa/
Enter the Tax ID or Entity Name or File Number
Select the "search" button
Select the "details" button next to your company's name
Check that the "Right to Transact Business in Texas" is active

☑ I Agree

☐ Sole Proprietor

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

51 **Right to Reject & Waive Technicalities**

The City of Celina reserves the right to reject any and/or all responses, to waive technicalities, to re-advertise, or to proceed otherwise when the best interests of the City are realized.

52 **System Access Disclaimer**

It is the sole responsibility of the vendor to ensure timely access to the eProcurement system. The City is not responsible for any technical issues, system outages, connectivity problems, or other circumstances that may prevent timely submission of a response. Vendors are strongly encouraged to submit their responses well in advance of the deadline. Late submissions will not be accepted, regardless of the cause.

☑ I acknowledge and accept the disclaimer

53 **Experience Modification Rate (EMR)**

Provide your company's Experience Modification Rate (EMR).This is the primary metric used by insurance companies to assess a company's safety performance and is considered the most comprehensive indicator. A lower EMR signifies a better safety record, with a score of 1.0 representing the industry average. You can access your EMR by contacting your insurance company. Any comments or exceptions may be noted in the Exceptions/comments attribute.

0.78

54 **Client Reference 1**

Provide a minimum of five references for similar services/projects, preferably for government entities within the State of Texas.

55 **Client Name:**

City of Dallas - Parks and Recreation

56 **Client Address:**

1500 Marilla, Dallas, TX 75201

57 **Client Contact Name:**

John Reynolds

58 **Client Contact Title:**

Manager

59 **Client Contact Phone:**

(214) 384-1704

60 **Client Contact Email:**

john.reynolds@dallas.gov

61 **Project Name:**

Trinity Strand Trail Phases 1 & 2

62 **Project Scope of Services:**

RoeschCo Construction performed the work associated with both Phase 1 and Phase 2 of the Trinity Strand Trail in Dallas, delivering nearly five miles of hike and bike trail through a wide range of challenging environments. The combined project traverses floodways and active stream corridors, dense urban street settings, and DART right-of-way, requiring careful coordination across infrastructure, utilities, and public access. The scope included nearly 60,000 square feet of concrete modular block retaining walls, a custom modular block headwall and spillway, and a 190-foot single-span pedestrian bridge. Additional work included replacement of four signalized street crossings, installation of miles of pedestrian railing, and construction of numerous site furnishings, landscape, and hardscape elements to support long-term public use. Several segments of the project presented significant construction challenges. Modular block retaining walls were installed in low-clearance conditions beneath Wycliffe Avenue and within the active waterway of Turtle Creek. Along the segment from Harry Hines Boulevard to Turtle Creek Boulevard, the project required complete removal of the right travel lane of Market Center Boulevard and replacement with hike and bike trail. This work also involved relocation and adjustment of dozens of utilities, all of which RoeschCo performed in house. Together, Phases 1 and 2 deliver a continuous, highly visible trail corridor that integrates structural, transportation, and environmental considerations within one of Dallas's most complex urban settings.

63 **Lessons Learned**

Describe any lessons learned for this project.

A major lesson we learned on this project was the ability to be flexible to push a project forward. Phase 2 of this project was inadvertently put out to bid without the Dallas Traffic Department having reviewed the signal plans. This came as a surprise to RoeschCo when we turned in submittals for the signal components and the Traffic Department said they had never even heard of the project. What then followed was a complete design, submission and redesign process with the Dallas Traffic department to get the plans approved. In total this process took more than a year to get final approval. In order to keep the project moving, we essentially reorganized the entire project schedule to accommodate leaving out all of the intersection work until the end of the project. Ultimately this caused a significant delay to the schedule, but we were able to work together with the City of Dallas and EOR as a team for a successful project. We had to demobilize the project and wait for the signal materials to procure and then remobilize to complete the work. This is the reason for the long delay in completion on this project - we always remained on good terms with Dallas and no damages were assessed - there was no need to contractually extend the time as everyone understood all the factors were outside of our control.

64 **What went well with this project?**

A couple of aspects that we were particularly proud of on this job were centered around the modular block walls. First, the project was originally designed with a combination of modular block walls in conjunction with DOT-style cast in place "boardwalks" on large, deep shaft foundations. The City had mentioned they preferred the aesthetics of the trails supported by the block walls, but the global stability analysis didn't allow for the design at certain locations. We ended up working with a 3rd party structural engineer and the engineers at Redi-Rock to come up with an alternate concrete footing supported by shallow piers that would fall within the global stability parameters. This allowed us to provide the block walls at all locations on this project and was even offered at a deduction in cost. In addition, part of the trail passed over an existing large double box culvert that emptied into the drainage channel. The headwall and apron had been failing for decades and the constant flow of water into the cavity between the boxes and headwall had created an enormous scour pocket. The City had obtained several quotes for repair of this condition but the bids they had received were too high for the City to pursue. We ended up working with Redi-Rock to come up with a custom headwall design to match the block on the rest of the project. We constructed a dam inside the existing culverts and pumped the water around the work area. We removed the existing headwall and filled the scour poclet with flowable fill. All of this saved the City vs the other bids they had received for this repair work.

65 **What is the value of the contract?**

$12000000

66 **Amendments, Modifications or Change Orders:**

What were the reasons behind the change, if any? State: None if the there were no changes.

There were several change orders on this project. All change orders were either owner driven for the items mentioned above (modular block headwall, Additional Traffic Signal, etc) or simple mathematical adds and deducts of various bid items. There were so many utility relocations on this project that there were a few change orders to make final adjustments to various bid items.

67 **Project Start Date**

2/8/2021

68 **Original Completion Date**

8/8/2022

69 **Actual Completion Date**

4/1/2024

70 **Client Reference 2**

Provide a minimum of five references for similar services/projects, preferably for government entities within the State of Texas.

71 **Client Name:**

City of The Colony

72 **Client Address:**

6053 Main Street, The Colony, TX 75056

73 **Client Contact Name:**

Chase Smith

74 **Client Contact Title:**

Project Manager

75 **Client Contact Phone:**

(469) 853-1224

76 **Client Contact Email:**

csmith@thecolonytx.gov

77 **Client Contract Relationship**

Describe the nature of the contractual relationship. (single project, multiple, ongoing service agreement, etc)

We have done several projects with The Colony for a number of years including two hike and bike trails and 2 drainage remediation projects in addition so some other miscellaneous work. Chase Smith knows our people and crews well and has a thorough understanding of how we operate.

78 **Project Name:**

Cascades-Grandscape Trail

79 **Project Scope of Services:**

Cascades-Grandscape Trail was a $1.3M trail project connecting developments on the North and South sides of SH121 near Scheel's in The Colony. This project is featured because we removed the existing riprap embankment below 121 and installed a soil nail wall with CIP form-lined fascia wall to Trail access. RoeschCo performed the wall demo and concrete work and hired Keller North America for the soil nails and shotcrete. There were other substantial concrete walls and box culvert crossings on this project.

80 **Lessons Learned**

Describe any lessons learned for this project.

The process of constructing the trail undernead 121 was difficult. Though the work went well, it was a "heavy lift". Once the soil nails and shotcrete were installed, an 8" thick cast-in-place wall facing with formliner was built. What was difficult was not having overhead access for utilizing a traditional boom pump. We have to work with multiple pumping companies to find a truck capable of accessing the pour. In addition to this, we had to specially formulate a concrete mix that would pump well and still provide a good finish on the formlined surface. Finally, since this wall could only be formed on 1-side, you had uneven pressure buildup on your forms which requires substantial bracing and a deadman slab to resist the concrete pressure from blowing out the forms until the concrete cures. While there were no construction issues or failures on this project, it was a great learning project in soil nail construction and heavy concrete work in limited access environments.

81 **What went well with this project?**

Working in tandem with Keller on the top-down phasing of excavation and installation of nails and shotcrete. The overall scope of this project phased really well without much interruption to the progress.

82 **What is the value of the contract?**

$1386996

83 **Amendments, Modifications or Change Orders:**

What were the reasons behind the change, if any? State: None if the there were no changes.

There was an owner requested change order to add a scope of work that included reconstruction of a driveway access to the Stewart Creek Boat Ramp and a new gate.

84 **Project Start Date**

11/8/2020

85 **Original Completion Date**

8/1/2021

86 **Actual Completion Date**

8/1/2021

87 **Client Reference 3**

Provide a minimum of five references for similar services/projects, preferably for government entities within the State of Texas.

88 **Client Name:**

Dallas Public Works

89 **Client Address:**

320 E Jefferson Blvd., #307, Dallas, TX 75203

90 **Client Contact Name:**

Daniel Gray

91 **Client Contact Title:**

Senior Project Coordinator

92 **Client Contact Phone:**

(469) 822-1760

93 **Client Contact Email:**

daniel.gray@dallas.gov

94 **Client Contract Relationship**

Describe the nature of the contractual relationship. (single project, multiple, ongoing service agreement, etc)

We have only worked with Daniel on the construction of Coombs Creek Trail in Dallas.

95 **Project Name:**

Coombs Creek Trail

96 **Project Scope of Services:**

The Coombs Creek Trail project is a connector trail initiative in Dallas that required complex structural and geotechnical solutions within a highly constrained site. The primary feature of the project is a three-span, 290-foot pedestrian bridge crossing Coombs Creek, with one end supported by a U.S. Army Corps of Engineers levee. The bridge serves as a critical link in the hike and bike trail network while navigating floodplain, levee, and access limitations. In addition to the bridge, the project included expansion of the existing levee embankment to accommodate trail access, drainage improvements throughout the corridor, and installation of a pedestrian HAWK signal crossing to improve safety at roadway intersections.

97 **Lessons Learned**

Describe any lessons learned for this project.

The Bridge foundations were constructed using large-diameter drilled shafts, including 72-inch shafts extending approximately 60 feet deep and 48-inch shafts extending more than 80 feet deep. Construction was challenged by extremely sandy soils and significant groundwater encountered during drilling operations. Utilizing a polymer slurry to construct the piers would have been the simplest method, however, the Corp does not allow slurry operations within their property. To address these requirements, RoeschCo's team developed a double-cased and permanently cased shaft solution that maintained structural integrity of the drill shafts and allowing Roeschco to fill the voids created by the substantial caving of the sandy soils with flowable fill. Our team learned a lot about our capabilities in drill shaft and bridge construction through this project.

98 **What went well with this project?**

Though the construction of this project was highly technical and difficult, overall the work went well with a few hiccups. Early in the construction progress we encountered a nesting red-tailed hawk in one of the trees on site. Construction was stopped for a few months until the hawks were able to leave the nest.

99 **What is the value of the contract?**

$3852763

100 **Amendments, Modifications or Change Orders:**

What were the reasons behind the change, if any? State: None if the there were no changes.

There was a change order due to the Corp of Engineers not allowing slurry to be used in the drilling operations and thus requiring permanent casing to be utilized on most of the piers. Also, the bid documents included a solar powered flood warning system. However, as we were installing the approved system, the Flood Management department changed the requirement to be hard-wired. This caused a substantial delay in construction because a complete new design had to be done and Oncor had to be brought in to install a new service. All other work on the project was completed and no contractual time was added as we were in good standing with Dallas Public Works and the delays were understood by all parties. Regarding the completion dates below - all project work was completed by October 2024 with the exception of the flood warning system which took until September 2025 to get redesigned and coordinated with Oncor.

101 **Project Start Date**

2/20/2023

102 **Original Completion Date**

8/20/2024

103 **Actual Completion Date**

9/11/2025

104 **Client Reference 4**

Provide a minimum of five references for similar services/projects, preferably for government entities within the State of Texas.

105 **Client Name:**

City of Garland

106 **Client Address:**

200 N Fifth Street, Garland, TX 75040

107 **Client Contact Name:**

Ziad Kharrat (Now with City of Denton)

108 **Client Contact Title:**

Special Projects Administrator

109 **Client Contact Phone:**

(940) 349-7464

110 **Client Contact Email:**

ziad.kharrat@cityofdenton.com

111 **Client Contract Relationship**

Describe the nature of the contractual relationship. (single project, multiple, ongoing service agreement, etc)

This was the only project we have done with Ziad or Garland.

112 **Project Name:**

Winters Park & Spring Creek Trail

113 **Project Scope of Services:**

The Winters Park & Spring Creek Trail project was completed after RoeschCo was brought in to take over a defaulted contract and assist the City of Garland in bringing the work to completion. RoeschCo was shortlisted and ultimately awarded the project based on proven expertise in trail and bridge construction within environmentally sensitive corridors. The project scope included a prestressed and cast in place bridge, approximately 1.5 miles of concrete trail constructed through dense wooded terrain. Supporting work included retaining walls, multiple low water crossings, box culverts, gabion walls, and the construction of two trailheads with site amenities.

114 **Lessons Learned**

Describe any lessons learned for this project.

This was our first project working with prestressed beams and cast-in-place bridges. It was similar in scope to work that we do all the time so it was a relatively quick learn, but it was a good experience working with a new material. The modification of the beams required a specifi DOT-approved process in terms of the cutting and patching materials, so that was a learning experience as well.

115 **What went well with this project?**

The signature feature of the project is a 350-foot prestressed concrete bridge spanning Spring Creek. The bridge scope presented a significant technical challenge due to prestressed beams that had been cast incorrectly prior to RoeschCo's involvement. Rather than requiring a full recast, RoeschCo evaluated the existing materials and developed a revised approach that allowed the beams to be modified and reorganized for use, avoiding complete replacement and delivering meaningful cost savings to the City.

116 **What is the value of the contract?**

$2192343

117 **Amendments, Modifications or Change Orders:**

What were the reasons behind the change, if any? State: None if the there were no changes.

None

118 **Project Start Date**

10/5/2020

119 **Original Completion Date**

3/5/2021

120 **Actual Completion Date**

2/12/2021

121 **Client Reference 5**

Provide a minimum of five references for similar services/projects, preferably for government entities within the State of Texas.

122 **Client Name:**

City of Richardson

123 **Client Address:**

2630 Campbell Creek Blvd, Richardson, TX 75082

124 **Client Contact Name:**

Kurt Beilharz (Now with Town of Prosper)

125 **Client Contact Title:**

Superintendent of Park Planning

126 **Client Contact Phone:**

(972) 569-1063

127 **Client Contact Email:**

kbeilharz@prospertx.gov

128 **Client Contract Relationship**

Describe the nature of the contractual relationship. (single project, multiple, ongoing service agreement, etc)

This was the only major project we have performed in Richardson and with Kurt Beilharz.

129 **Project Name:**

CityLine Park

130 **Project Scope of Services:**

CityLine Park is an urban park and trail system located within an upscale retail and residential district along Routh Creek Parkway in Richardson. RoeschCo constructed extensive stone-clad retaining walls within the banks of an active waterway, requiring careful sequencing and coordination to manage drainage, grading, and creek conditions. The project also included construction of a wood and steel truss pedestrian bridge, providing a key connection within the park and trail system. A signature feature of the project is a 220-foot custom steel and composite elevated boardwalk, supported by helical pile foundations and designed to carry users above the creek corridor. Additional work included a custom steel trellis structure supported from a cantilevered structural deck overlooking the water, along with concrete paving, decomposed granite trails, and supporting site improvements. Together, these elements deliver a cohesive urban park environment that balances structural complexity with public use and aesthetics.

131 **Lessons Learned**

Describe any lessons learned for this project.

The construction of the Trellis involved extension of two 8x8 box culverts. At the ends of the culverts, 14-foot tall concrete retaining walls flared out to the edges of the creek in lieu of a headwall structure. To support the cantilevered trellis slab, a cast-in-place concrete beam was construction across the entire channel width. The retaining walls then extend down both sides of the channel. Some of these wall footings were 16 feet wide and 2 feet thick with 6' deep keyways and were excavated entirely in rock. All of this was done while damming and re-routing/pumping the active creek away from the work areas. This is also the project where we added helical piles to our list of in-house capabilities. Now we're able to often substitute helical piles where concrete piers are often impractical or impossible due to site constraints.

132 **What went well with this project?**

The design and execution of this project were top notch in every way. For such a small space it is one of the most photogenic projects we have on our resume. RoeschCo constructed the steel and wood truss bridge with it's own forces on site, in addition to the helical, structural steel and composite boardwalk system. There was a lot of new scopes of work that RoeschCo was able to self-perform on this signature project.

133 **What is the value of the contract?**

$2500000

134 **Amendments, Modifications or Change Orders:**

What were the reasons behind the change, if any? State: None if the there were no changes.

The files for this project were lost in the reorganization from Inc to LLC. I do not recall any specific change orders and the dates below are very close.

135 **Project Start Date**

1/1/2016

136 **Original Completion Date**

10/1/2016

137 **Actual Completion Date**

10/1/2016

138 **Project Personnel**

Provide the following information on the Project Manager and Superintendent who would work on this project.

139 **Project Manager Full Name**

Bryan Kayser

140	**Email** bk@roeschco.com
141	**Years with current employer** 16
142	**Years in the industry** 20
143	**Education** Bachelor of Science in Construction Engineering, Oklahoma State University, Stillwater, OK, 2007
144	**Training and Certifications/Licenses** LEED AP OSHA 30
145	**Relevant Project Experience** Bryan has been the sole estimator and preconstruction manager since RoeschCo's founding in 2010, and an owner since 2022. As primarily a preconstruction manager, Bryan has also served in a project engineering role and supported field staff on dozens of hike and bike trail and parks projects throughout RoeschCo's history. RoeschCo has more than 35 completed municipal projects with a vast majority of those being Hike and Bike Trails and Parks. Bryan has been heavily involved in every project listed as a reference in this package, in addition to many others. In total, Bryan has bid, contracted and been involved in the management of over $100,000,000 worth of Hike & Bike Trails and Parks projects in DFW. Relevant Projects: Lemmon Ave Streetscape Enhancements, Dallas, ($30.0M) Coombs Creek Trail, Dallas, ($3.9M) Lake Highlands Trail, Dallas, ($5.1M) Trinity Strand Trail Ph 2, Dallas, ($6.2M) Trinity Strand Trail Ph 1, Dallas, ($5.8M) Cascades-Grandscape Trail, The Colony, ($1.3M) Pearson Acres Park, Frisco, ($1.3M) CityLine Park, Richardson, ($2.5M) University Crossing Trail Lighting, Dallas, ($1.5M) Frisco City Hall Parking & Sidewalks, ($1.2M) Citywide Drainage & Dave Cowan Park, The Colony, ($400k) Frontier Park Drainage Channel, Prosper, ($700k) Hillcrest Village Green, Dallas, ($4.5M) Winters Park & Spring Creek Trail, Garland, ($2.2M) Skyline Trail, Mesquite, ($700k) Park Loop Trail Ph IV, The Colony, ($1.2M) Northaven Trail Phase 2A, Dallas, ($4.0M) Northaven Trial Phase 2b/2c, Dallas County, ($3.9M) Northaven Trail Phase 1, Dallas, (2.5M) Newman Village Development & Park, Frisco, ($8.0M) Lakefront Trail, Little Elm, ($3M) Russell Creek Park Renovations, Plano, ($3.1M) Trinity Forest Trail & South Central Park, Dallas, ($2.9M) Timbers Nature Preserve Park, Murphy, ($2.5M) Elmwood Trail, Dallas, ($650k) Gaston Avenue Trail, Dallas County, ($800k) Brookhaven Trail, Dallas County, ($1.0M) Red Oak Creek Trail, Cedar Hill, ($2.5M) Royal Park Renovations, Dallas, ($500k) Cotillion Park Renovations, Dallas, ($300k)
146	**Superintendent Full Name** Micah Roeschley
147	**Email** micah@roeschco.com
148	**Years with current employer** 4
149	**Years in the industry** 4

150 Education

Bachelor of Science in Mechanical Engineering, Bradley University, Peoria, IL, Class of 2006

151 Training and Certifications/Licenses

Excavation and Trench Safety Competent Person, CSCP, Six Sigma

152 Relevant Project Experience

Micah has been one of the owners of RoeschCo Construction since 2022. Micah acts as the PM on projects as well as handles all the finance for RoeschCo Construction. In the last 4 years as owner Micah has successfully completed over $50 million in project billings. Since 2022 as part of these projects Micah led projects that included over 8700 SQFT of MSE wall, over 1,000 ft of pedestrian bridge/boardwalk, and over 1 mile of TxDot retaining wall. Micah also oversaw the large drainage channel reconstruction at Frontier Park for the Town of Prosper. The entire project was completed using in-house manpower including about 8,000 CY of excavation/reconstruction of the main channel. In addition to this in just the last 4 years Micah's projects have included over 10 miles of hike and bike trail.

Bid Lines

1 Mobilization

Quantity: 1 UOM: LS Price: $984,900.00 Total: $984,900.00

Item Notes: Furnish all labor, materials, equipment and supervision necessary for Mobilization and Demobilization, per the Plans and Technical Specifications, complete and in-place.

2 General Site Preparation

Quantity: 1 UOM: LS Price: $78,000.00 Total: $78,000.00

Item Notes: Furnish all labor, materials, equipment and supervision necessary for General Site Preparation, as detailed, and per the Plans and Technical Specifications, complete in place.

3 Erosion, Sediment, and Water Pollution Prevention & Control

Quantity: 1 UOM: LS Price: $46,651.00 Total: $46,651.00

Item Notes: Furnish all labor, materials, equipment and supervision necessary for Erosion, Sediment, and Water Pollution Prevention & Control, including installation, maintenance and removal of required measures not paid for as separate bid items, as detailed, and per the Plans and Technical Specifications, complete and in-place.

4 SWPPP

Quantity: 1 UOM: LS Price: $12,000.00 Total: $12,000.00

Item Notes: For preparation and maintenance of Storm Water Pollution Prevention Plan (SWPPP) including all reports and records, all pollution control devices and measures necessary to maintain and complete the SWP3 plan that are not a separate bid item (including installation, maintenance and removal of such items as required), costs for the Contractors Notice of Intent application fee, costs for the annual Water Quality fee, Costs for personnel to inspect the SWP3s protective measures, costs for all pollution control measures that may be required outside the right-of-way or easement area such as construction staging areas, preparation and submittal of Notice of Termination, submittal of Notice of Change letter (if required), and all other requirements found in the TPDES General Permit No. TXR 150000.

5 Barricades, Signs, and Traffic Handling

Quantity: 1 UOM: LS Price: $36,000.00 Total: $36,000.00

Item Notes: Furnish all labor, materials, equipment and supervision necessary to place Barricades, Signs, and Traffic Handling, complete and in-place, ready for use by the Owner.

6 Care of Water During Construction

Quantity: 1 UOM: LS Price: $163,920.00 Total: $163,920.00

Item Notes: Furnish all labor, materials, equipment and supervision necessary for Care of Water During Construction, including dewatering, pumping, diversion and maintaining flows, as required, and per the Plans and Technical Specifications, complete and in-place.

7 Biodegradable Erosion Control Matting

Quantity: 12722 UOM: SY Price: $5.00 Total: $63,610.00

Item Notes: Furnish all labor, materials, and equipment required to furnish and install Biodegradable Erosion Control Matting, including surface preparation, anchoring/stapling, maintenance, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

8 Temporary Construction Fencing

Quantity: 6900 UOM: LF Price: $11.20 Total: $77,280.00

Item Notes: Furnish all materials, labor and equipment to install, maintain, and remove Temporary Construction Fencing, as detailed, complete in place.

9 Tree Protection

Quantity: 113 UOM: EA Price: $100.00 Total: $11,300.00

Item Notes: Furnish all materials, labor and equipment to install, maintain, and remove Tree Protection, as detailed, complete in place.

10 Tree Removal (Salvage)

Quantity: 306 UOM: EA Price: $280.50 Total: $85,833.00

Item Notes: Furnish all labor, materials, and equipment to perform Tree Removal (Salvage), including cutting, removal, and stockpiling/handling of salvaged materials, as detailed, and per the Plans and Technical Specifications, complete in place.

11 Tree Removal (Chipping and Haul Off)

Quantity: 104 UOM: EA Price: $579.80 Total: $60,299.20

Item Notes: Furnish all labor, materials, and equipment to perform Tree Removal (Haul Off), including cutting, chipping per the Specifications, and haul off/removal per the Specifications, as detailed, and per the Plans and Technical Specifications complete in-place.

12 Miscellaneous Demolition (Pavement and Oak Street Crossing)

Quantity: 1 UOM: LS Price: $180,193.00 Total: $180,193.00

Item Notes: Furnish all labor, materials, and equipment to perform Miscellaneous Demolition (Pavement and Oak Street Crossing), including sawcutting, removal, and off-site disposal per TCEQ requirements, as detailed, and per the Plans and Technical Specifications, complete in-place.

13 Remove Rock Riprap and Salvage

Quantity: 540 UOM: CY Price: $25.00 Total: $13,500.00

Item Notes: Furnish all labor, materials, and equipment to Remove Rock Riprap and Salvage, including excavation, handling, and stockpiling of salvaged materials, as detailed, and per the Plans and Technical Specifications, complete in-place.

14 Remove Gabion and Salvage Ballast

Quantity: 319 UOM: CY Price: $30.00 Total: $9,570.00

Item Notes: Furnish all labor, materials, and equipment to Remove Gabion and Salvage Ballast, including excavation, dismantling, handling, and stockpiling of salvaged materials, as detailed, and per the Plans and Technical Specifications, complete in-place.

15 Unclassified Channel Excavation (Haul Off)

Quantity: 52166 UOM: CY Price: $22.00 Total: $1,147,652.00

Item Notes: Furnish all materials, labor and equipment for Unclassified Channel Excavation (Haul Off), including off-site material disposal, to grades shown on the drawings, per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

16 Excavation and Fill On-site (Borrow and Spoil)

Quantity: 3525 UOM: CY Price: $12.00 Total: $42,300.00

Item Notes: Furnish all materials, labor and equipment for Excavation and Fill On-site (Borrow and Spoil), including excavation, haul, placement and compaction to grades shown on the drawings, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

17 Clay Plugs

Quantity: 12 UOM: EA Price: $3,351.00 Total: $40,212.00

Item Notes: Furnish all materials, labor and equipment to install Clay Plugs, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

18 Floodplain Sill Structures (12-inch Riprap)

Quantity: 212 UOM: CY Price: $386.00 Total: $81,832.00

Item Notes: Furnish all labor, materials, and equipment required to construct Floodplain Sill Structures (12-inch Riprap), including excavation, placement of riprap, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

19 Rootwad and Rock Toe Protection

Quantity: 1354 UOM: LF Price: $250.00 Total: $338,500.00

Item Notes: Furnish all labor, materials, and equipment required to install Rootwad and Rock Toe Protection, including rootwads, rock, geotextile, excavation, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

20 Rock Riffle

Quantity: 1368 UOM: CY Price: $240.00 Total: $328,320.00

Item Notes: Furnish all labor, materials, and equipment required to construct Rock Riffle, including excavation, mixing and placement of rock, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

21 Rock Cross Vanes

Quantity: 3 UOM: EA Price: $64,000.00 Total: $192,000.00

Item Notes: Furnish all labor, materials, and equipment required to construct Rock Cross Vanes, including excavation, geotextile, placement of rock, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

22 Riffle Micro-Grading

Quantity: 205 UOM: SY Price: $150.00 Total: $30,750.00

Item Notes: Furnish all labor, materials, and equipment required to perform Riffle Micro-Grading, including fine grading and shaping, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

23 Rock Runs

Quantity: 284 UOM: CY Price: $360.00 Total: $102,240.00

Item Notes: Furnish all labor, materials, and equipment required to construct Rock Runs, including excavation, placement of rock, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

24 Glide Material

Quantity: 119 UOM: CY Price: $310.00 Total: $36,890.00

Item Notes: Furnish all labor, materials, and equipment required to place Glide Material, including excavation, placement and grading, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

25 Plunge Pools

Quantity: 770 UOM: CY Price: $420.00 Total: $323,400.00

Item Notes: Furnish all labor, materials, and equipment required to construct Plunge Pools, including excavation, placement and mixing of rock, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

26 Riprap Bank Protection

Quantity: 738 UOM: CY Price: $360.00 Total: $265,680.00

Item Notes: Furnish all labor, materials, and equipment required to construct Riprap Bank Protection, including excavation, placement and mixing of rock, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

27 Geogrid Wall

Quantity: 6692 UOM: SF Price: $83.50 Total: $558,782.00

Item Notes: Furnish all labor, materials, and equipment required to construct Geogrid Wall, including excavation, geogrid, select fill, compaction, drainage, facing, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

28 Soil Nail Wall

Quantity: 4410 UOM: SF Price: $172.80 Total: $762,048.00

Item Notes: Furnish all labor, materials, and equipment required to construct Soil Nail Wall, including drilling, nails, grouting, facing/shotcrete, drainage, testing, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

29 Micropile Wall

Quantity: 1648 UOM: SF Price: $217.50 Total: $358,440.00

Item Notes: Furnish all labor, materials, and equipment required to construct Micropile Wall, including micropiles, caps/grade beams, drilling, grouting, testing, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

30 18-inch RCP (Class III)

Quantity: 76 UOM: LF Price: $90.00 Total: $6,840.00

Item Notes: Furnish all labor, materials, and equipment required to install Eighteen Inch (18-in) Reinforced Concrete Pipe, Class III, including excavation, embankment, backfill, bedding, grading, and appurtenances, per the Technical Specifications, complete in place, ready for use by the Owner.

31 24-inch RCP (Class III)

Quantity: 426 UOM: LF Price: $126.20 Total: $53,761.20

Item Notes: Furnish all labor, materials, and equipment required to install Twenty Four Inch (24-in) Reinforced Concrete Pipe, Class III, including excavation, embankment, backfill, bedding, grading, and appurtenances, per the Technical Specifications, complete in place, ready for use by the Owner.

32 30-inch RCP (Class III)

Quantity: 31 UOM: LF Price: $160.00 Total: $4,960.00

Item Notes: Furnish all labor, materials, and equipment required to install Thirty Inch (30-in) Reinforced Concrete Pipe, Class III, including excavation, embankment, backfill, bedding, grading, and appurtenances, per the Technical Specifications, complete in place, ready for use by the Owner.

33 36-inch RCP (Class III)

Quantity: 70 UOM: LF Price: $130.00 Total: $9,100.00

Item Notes: Furnish all labor, materials, and equipment required to install Thirty Six Inch (36-in) Reinforced Concrete Pipe, Class III, including excavation, embankment, backfill, bedding, grading, and appurtenances, per the Technical Specifications, complete in place, ready for use by the Owner.

34 48-inch RCP (Class III)

Quantity: 15 UOM: LF Price: $316.70 Total: $4,750.50

Item Notes: Furnish all labor, materials, and equipment required to install Forty Eight Inch (48-in) Reinforced Concrete Pipe, Class III, including excavation, embankment, backfill, bedding, grading, and appurtenances, per the Technical Specifications, complete in place, ready for use by the Owner.

35 60-inch RCP (Class III)

Quantity: 7 UOM: LF Price: $971.40 Total: $6,799.80

Item Notes: Furnish all labor, materials, and equipment required to install Sixty Inch (60-in) Reinforced Concrete Pipe, Class III, including excavation, embankment, backfill, bedding, grading, and appurtenances, per the Technical Specifications, complete in place, ready for use by the Owner.

36 24-inch CIP CH-FW-0 TXDOT Headwall

Quantity: 7 UOM: EA Price: $3,900.00 Total: $27,300.00

Item Notes: Furnish all labor, materials, and equipment required to construct Twenty Four Inch (24-in) Cast-In-Place (CIP) CH-FW-0 TXDOT Headwall, including excavation, forming, reinforcing, concrete placement, backfill, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

37 30-inch CIP CH-FW-0 TXDOT Headwall

Quantity: 1 UOM: EA Price: $5,200.00 Total: $5,200.00

Item Notes: Furnish all labor, materials, and equipment required to construct Thirty Inch (30-in) Cast-In-Place (CIP) CH-FW-0 TXDOT Headwall, including excavation, forming, reinforcing, concrete placement, backfill, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

38 36-inch CIP CH-FW-0 TXDOT Headwall

Quantity: 1 UOM: EA Price: $7,200.00 Total: $7,200.00

Item Notes: Furnish all labor, materials, and equipment required to construct Thirty Six Inch (36-in) Cast-In-Place (CIP) CH-FW-0 TXDOT Headwall, including excavation, forming, reinforcing, concrete placement, backfill, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

39 48-inch CIP CH-FW-0 TXDOT Headwall

Quantity: 1 UOM: EA Price: $12,000.00 Total: $12,000.00

Item Notes: Furnish all labor, materials, and equipment required to construct Forty Eight Inch (48-in) Cast-In-Place (CIP) CH-FW-0 TXDOT Headwall, including excavation, forming, reinforcing, concrete placement, backfill, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

40 60-inch CIP CH-FW-0 TXDOT Headwall

Quantity: 1 UOM: EA Price: $18,000.00 Total: $18,000.00

Item Notes: Furnish all labor, materials, and equipment required to construct Sixty Inch (60-in) Cast-In-Place (CIP) CH-FW-0 TXDOT Headwall, including excavation, forming, reinforcing, concrete placement, backfill, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

41 24-inch MBU Headwall

Quantity: 1 UOM: EA Price: $2,000.00 Total: $2,000.00

Item Notes: Furnish all labor, materials, and equipment required to install Twenty Four Inch (24-in) MBU Headwall, including excavation, bedding, backfill, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

42 30-inch MBU Headwall

Quantity: 1 UOM: EA Price: $2,500.00 Total: $2,500.00

Item Notes: Furnish all labor, materials, and equipment required to install Thirty Inch (30-in) MBU Headwall, including excavation, bedding, backfill, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

43 18-inch Precast Type II TXDOT Safety End Treatment

Quantity: 8 UOM: EA Price: $2,100.00 Total: $16,800.00

Item Notes: Furnishing all labor, materials, and equipment required to install Eighteen Inch (18-in) Precast Type II TXDOT Safety End Treatment, as detailed, complete in place, ready for use by the Owner.

44 48-inch CIP 30-degree Bend

Quantity: 1 UOM: EA Price: $2,500.00 Total: $2,500.00

Item Notes: Furnish all labor, materials, and equipment required to construct Forty Eight Inch (48-in) Cast-In-Place (CIP) 30-degree Bend, including forming, reinforcing, concrete placement, excavation, backfill, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

45 Pre-cast Junction Box (3-ft x 3-ft)

Quantity: 2 UOM: EA Price: $6,250.00 Total: $12,500.00

Item Notes: Furnish all labor, materials, and equipment required to install Pre-cast Junction Box three feet by three feet (3-ft x 3-ft), including excavation, base, connections, backfill, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

46 Inlet w/Pre-cast Junction Box (3-ft x 3-ft)

Quantity: 6 UOM: EA Price: $6,266.70 Total: $37,600.20

Item Notes: Furnish all labor, materials, and equipment required to install Inlet w/Pre-cast Junction Box three feet by three feet (3-ft x 3-ft), including excavation, base, pipe connections, backfill, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

47 Inlet w/Pre-cast Junction Box (4-foot x 4-foot)

Quantity: 2 UOM: EA Price: $8,250.00 Total: $16,500.00

Item Notes: Furnish all labor, materials, and equipment required to install Inlet w/Pre-cast Junction Box (4 feet x 4 feet), including excavation, base, pipe connections, backfill, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

48 15-foot Curb Inlet

Quantity: 1 UOM: EA Price: $9,000.00 Total: $9,000.00

Item Notes: Furnish all labor, materials, and equipment required to install Fifteen Feet (15-ft) of Curb Inlet, including excavation, base, concrete, frames, connections, backfill, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

49 Stormdrain Headwall Riprap Protection Material

Quantity: 199 UOM: CY Price: $400.00 Total: $79,600.00

Item Notes: Furnish all labor, materials, and equipment required to place Stormdrain Headwall Riprap Protection Material, including excavation, rock, shaping, and mixing, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

50 Pre-Engineered Bridge I

Quantity: 1 UOM: LS Price: $220,650.00 Total: $220,650.00

Item Notes: Furnish all labor, materials, and equipment required to furnish and install Pre-Engineered Bridge I, including bridge superstructure, decking, railings, anchors, and all appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

51 Pre-Engineered Bridge III

Quantity: 1 UOM: LS Price: $67,320.00 Total: $67,320.00

Item Notes: Furnish all labor, materials, and equipment required to furnish and install Pre-Engineered Bridge III, including bridge superstructure, decking, railings, anchors, and all appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

52 Bridge Abutments

Quantity: 4 UOM: EA Price: $33,625.00 Total: $134,500.00

Item Notes: Furnish all labor, materials, and equipment required to construct Bridge Abutments, including excavation, piers/foundations, concrete, reinforcement, backfill, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

53 Concrete Trail

Quantity: 5450 UOM: SY Price: $103.00 Total: $561,350.00

Item Notes: Furnish all labor, materials, and equipment required to install Concrete Trail, including subgrade preparation, base, forms, reinforcement (if required), concrete placement, joints, finishing, curing, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

54 Trail Unit Pavers

Quantity: 3490 UOM: SF Price: $29.20 Total: $101,908.00

Item Notes: Furnish all labor, materials, and equipment required to furnish and install Trail Unit Pavers, including base preparation, bedding, edging/restraints, cutting, compaction, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

55 Installation of Sports History Walk

Quantity: 4755 UOM: SF Price: $14.40 Total: $68,472.00

Item Notes: Furnish all labor, materials, and equipment required for Installation of Sports History Walk, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

56 Installation of Lynn Family Memorial Walk

Quantity: 2923 UOM: SF Price: $30.00 Total: $87,690.00

Item Notes: Furnish all labor, materials, and equipment required for Installation of Lynn Family Memorial Walk, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

57 Intersection Crossings

Quantity: 1 UOM: LS Price: $4,610.00 Total: $4,610.00

Item Notes: Furnish all labor, materials, and equipment required for Intersection Crossings, including demolition, paving, striping/markings, signage, and ADA improvements as required, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

58 Site Furnishings (Benches, Trash Receptacles and Kid Centric Paving)

Quantity: 1 UOM: LS Price: $38,500.00 Total: $38,500.00

Item Notes: Furnish all labor, materials, equipment and supervision necessary to furnish and install Site Furnishings (Benches, Trash Receptacles and Kid Centric Paving), as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

59 Low Water Crossing

Quantity: 2 UOM: EA Price: $86,000.00 Total: $172,000.00

Item Notes: Furnish all labor, materials, and equipment required to install Low Water Crossing, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

60 Concrete Curb

Quantity: 242 UOM: LF Price: $24.00 Total: $5,808.00

Item Notes: Furnish all labor, materials, and equipment required to install Concrete Curb, including forming, concrete placement, finishing, curing, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

61 Pedestrian Handrail

Quantity: 2014 UOM: LF Price: $99.00 Total: $199,386.00

Item Notes: Furnish all labor, materials, and equipment required to fabricate and install Pedestrian Handrail, including posts, railings, anchors, hardware, and coatings, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

62 8-inch PVC Sanitary Sewer

Quantity: 772 UOM: LF Price: $80.40 Total: $62,068.80

Item Notes: Furnish all labor, materials, and equipment required to install Eight Inch (8-in) PVC Sanitary Sewer Main, including excavation, embankment, bedding, backfill, and appurtenances, per the Technical Specifications, complete in place, ready for use by the Owner.

63 Sanitary Sewer Manhole

Quantity: 6 UOM: EA Price: $5,916.70 Total: $35,500.20

Item Notes: Furnish all labor, materials, and equipment required to install Sanitary Sewer Manhole, including manhole structure, ring and cover, excavation, backfill, testing, and appurtenances, as detailed, and per the Technical Specifications, complete in place, ready for use by the Owner.

64 Plug and Abandon Sewer Line

Quantity: 2 UOM: EA Price: $750.00 Total: $1,500.00

Item Notes: Furnish all labor, materials, and equipment required to Plug and Abandon Sewer Line, including plugs/caps, grout, excavation, backfill, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

65 Abandon and Grout 8-inch Sewer Line

Quantity: 220 UOM: LF Price: $20.00 Total: $4,400.00

Item Notes: Furnish all labor, materials, and equipment required to Abandon and Grout 8 inch Sewer Line, including grouting, plugs/caps, excavation, backfill, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

66 6-inch PVC Waterline

Quantity: 940 UOM: LF Price: $101.50 Total: $95,410.00

Item Notes: Furnish all labor, materials, and equipment required to install Six Inch (6-in) Water Main, PVC, including excavation, embankment, backfill, joints, testing, sterilization, and appurtenances, per the Technical Specifications, complete in place, ready for use by the Owner.

67 Waterline Steel Encasement

Quantity: 466 UOM: LF Price: $175.00 Total: $81,550.00

Item Notes: Furnish all labor, materials, and equipment required to install Waterline Steel Encasement, including casing pipe, spacers, seals, boring/jacking (if required), and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

68 6-inch Gate Valve

Quantity: 1 UOM: EA Price: $6,500.00 Total: $6,500.00

Item Notes: Furnish all labor, materials, and equipment required to install Six Inch (6-in) Gate Valve, including valve box, cover, and all appurtenances, per the Technical Specification, complete in place, ready for use by the Owner.

69 Ductile Iron Fittings

Quantity: 1 UOM: TON Price: $9,500.00 Total: $9,500.00

Item Notes: Furnish all labor, materials, and equipment required to furnish and install Ductile Iron Fittings, including bends, tees, reducers, connections, restrained joints, and appurtenances, per the Technical Specifications, complete in place, ready for use by the Owner.

70 Asphalt Pavement

Quantity: 1653 UOM: SY Price: $74.70 Total: $123,479.10

Item Notes: Furnish all materials, labor and equipment to install Asphalt Pavement, including surface preparation, placement, compaction, and finishing, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

71 Residential Driveway Replacement

Quantity: 68 UOM: SY Price: $85.00 Total: $5,780.00

Item Notes: Furnish all labor, materials, and equipment to Remove and Replace Residential Driveway, including removal, off-site disposal, subgrade/base preparation, paving, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

72 Lower Sanitary Sewer Manhole

Quantity: 1 UOM: EA Price: $1,000.00 Total: $1,000.00

Item Notes: Furnish all labor, materials, and equipment required to Lower Sanitary Sewer Manhole to grades shown on the drawings, including adjustment of rings/casting, restoration, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

73 Transportation Signage

Quantity: 73 UOM: SF Price: $61.60 Total: $4,496.80

Item Notes: Furnish all labor, materials, and equipment required to furnish and install Transportation Signage, including posts, mounting hardware, foundations, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

74 Metal Beam Guard Fence (With Mow Strip)

Quantity: 291 UOM: LF Price: $91.90 Total: $26,742.90

Item Notes: Furnish all labor, materials, and equipment required to furnish and install Metal Beam Guard Fence (With Mow Strip), including posts, blocks, hardware, end treatments, mow strip, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

75 Trees (Bare Root)

Quantity: 2768 UOM: EA Price: $15.00 Total: $41,520.00

Item Notes: Furnish all labor, materials, supervision and equipment necessary to furnish and install Trees (Bare Root), as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

76 Trees (Containerized)

Quantity: 223 UOM: EA Price: $150.00 Total: $33,450.00

Item Notes: Furnish all labor, materials, supervision and equipment necessary to furnish and install Trees (Containerized), as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

77 Shrubs (Bare Root)

Quantity: 8077 UOM: EA Price: $12.00 Total: $96,924.00

Item Notes: Furnish all labor, materials, supervision and equipment necessary to furnish and install Shrubs (Bare Root), as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

78 Shrubs (Containerized)

Quantity: 2673 UOM: EA Price: $35.00 Total: $93,555.00

Item Notes: Furnish all labor, materials, supervision and equipment necessary to furnish and install Shrubs (Containerized), as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.

79	Live Stakes and Rushes					
	Quantity: 3742	UOM: EA	Price:	$20.00	Total:	$74,840.00
	Item Notes: Furnish all labor, materials, supervision and equipment necessary to furnish and install Live Stakes and Rushes, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.					
80	Sod					
	Quantity: 12100	UOM: SY	Price:	$6.00	Total:	$72,600.00
	Item Notes: Furnish all labor, materials, supervision and equipment necessary to place Sod, including soil preparation, installation, and replacement as required, per the Plans and Technical Specifications, complete and in-place, ready for use by the Owner.					
81	Temporary Seeding					
	Quantity: 6.3	UOM: AC	Price:	$6,000.00	Total:	$37,800.00
	Item Notes: Furnish all labor, materials, supervision and equipment necessary to place Temporary Seeding, including seed and fertilizer, as detailed, and per the Plans and Technical Specifications, complete and in-place.					
82	Permanent Seeding					
	Quantity: 6.3	UOM: AC	Price:	$10,000.00	Total:	$63,000.00
	Item Notes: Furnish all labor, materials, supervision and equipment necessary to place Permanent Seeding, including seed and fertilizer, as detailed, and per the Plans and Technical Specifications, complete and in-place.					
83	Topsoil (6-inch Depth)					
	Quantity: 5080	UOM: CY	Price:	$76.00	Total:	$386,080.00
	Item Notes: Furnish all labor, materials, and equipment required to furnish, haul, place, and spread Topsoil (6 inches Depth) to the specified depth, including grading and compaction, as detailed, and per the Plans and Technical Specifications, complete in place, ready for use by the Owner.					
84	Temporary Irrigation					
	Quantity: 1	UOM: LS	Price:	$63,000.00	Total:	$63,000.00
	Item Notes: Furnish all labor, materials, and equipment required to furnish, install, maintain, and remove Temporary Irrigation, including connections, piping, controllers, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete and in-place.					
85	***Package deleted as part of an Addendum***					
86	***Package deleted as part of an Addendum***					
87	***Package deleted as part of an Addendum***					
88	***Package deleted as part of an Addendum***					
89	***Line deleted as part of an Addendum***					

90 Alternate 1

91 Mobilization

(Line excluded from response total)

Quantity: 1 UOM: EA Unit Price: $109,225.00 Total: $109,225.00

Item Notes: Furnish all labor, materials, equipment and supervision necessary for Mobilization and Demobilization, per the Plans and Technical Specifications, complete and in-place.

92 Lighting Poles

(Line excluded from response total)

Quantity: 88 UOM: EA Unit Price: $13,691.00 Total: $1,204,808.00

Item Notes: Furnish all labor, materials, and equipment required to furnish and install Lighting Poles, including foundations, wiring, grounding, connections, testing, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in-place, ready for use by the Owner.

93 Electrical Equipment Enclosure (Including Meter, Panel, Lighting Controls, Etc.)

(Line excluded from response total)

Quantity: 2 UOM: EA Unit Price: $20,000.00 Total: $40,000.00

Item Notes: Furnish all labor, materials, and equipment required to furnish and install Electrical Equipment Enclosure (Including Meter, Panel, Lighting Controls, Etc.), including pad/foundation, conduit, wiring, grounding, connections, testing, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in-place, ready for use by the Owner.

94 Bridge Lighting Allowance

Quantity: 1 UOM: EA

Item Notes: Furnish all labor, materials, and equipment required for Bridge Lighting Allowance, including luminaires, conduit, wiring, controls, connections, testing, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in-place, ready for use by the Owner.

95 Alternate 2

96 Mobilization

(Line excluded from response total)

Quantity: 1 UOM: EA Unit Price: $38,898.00 Total: $38,898.00

Item Notes: Furnish all labor, materials, equipment and supervision necessary for Mobilization and Demobilization, per the Plans and Technical Specifications, complete and in-place.

97 Pre-Engineered Bridge II

(Line excluded from response total)

Quantity: 1 UOM: EA Unit Price: $225,000.00 Total: $225,000.00

Item Notes: Furnish all labor, materials, and equipment required to furnish and install Pre-Engineered Bridge II, including bridge superstructure, decking, railings, anchors, and all appurtenances, as detailed, and per the Plans and Technical Specifications, complete in-place, ready for use by the Owner.

98 Bridge Abutments

(Line excluded from response total)

Quantity: 2 UOM: EA Unit Price: $35,000.00 Total: $70,000.00

Item Notes: Furnish all labor, materials, and equipment required to construct Bridge Abutments, including excavation, piers/foundations, concrete, reinforcement, backfill, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in-place, ready for use by the Owner.

99 Bridge Lighting Allowance

Quantity: 1 UOM: EA

Item Notes: Furnish all labor, materials, and equipment required for Bridge Lighting Allowance, including luminaires, conduit, wiring, controls, connections, testing, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in-place, ready for use by the Owner.

100 Lighting Poles

(Line excluded from response total)

Quantity: 4 UOM: EA Unit Price: $20,500.00 Total: $82,000.00

Item Notes: Furnish all labor, materials, and equipment required to furnish and install Lighting Poles, including foundations, wiring, grounding, connections, testing, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in-place, ready for use by the Owner.

101 Riprap Bank Protection

(Line excluded from response total)

Quantity: 98 UOM: CY Unit Price: $399.00 Total: $39,102.00

Item Notes: Furnish all labor, materials, and equipment required to construct Riprap Bank Protection, including excavation, placement of riprap, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in-place, ready for use by the Owner.

102 Alternate 3

103 Mobilization

(Line excluded from response total)

Quantity: 1 UOM: EA Unit Price: $10,500.00 Total: $10,500.00

Item Notes: Furnish all labor, materials, equipment and supervision necessary for Mobilization and Demobilization, per the Plans and Technical Specifications, complete and in-place.

104 Architectural Bridge Columns

(Line excluded from response total)

Quantity: 12 UOM: EA Unit Price: $9,125.00 Total: $109,500.00

Item Notes: Furnish all labor, materials, and equipment required to furnish and install Architectural Bridge Columns, including foundations, concrete, reinforcement, finishes, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in-place, ready for use by the Owner.

105 Alternate 4

106 Mobilization

(Line excluded from response total)

Quantity: 1 UOM: EA Unit Price: $4,775.00 Total: $4,775.00

Item Notes: Furnish all labor, materials, equipment and supervision necessary for Mobilization and Demobilization, per the Plans and Technical Specifications, complete and in-place.

107 Park Monuments

(Line excluded from response total)

Quantity: 2 UOM: EA Unit Price: $23,112.50 Total: $46,225.00

Item Notes: Furnish all labor, materials, and equipment required to furnish and install Park Monuments, including foundations, setting, finishes, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in-place, ready for use by the Owner.

108 Alternate 5

109 Mobilization

(Line excluded from response total)

Quantity: 1 UOM: EA Unit Price: $1,250.00 Total: $1,250.00

Item Notes: Furnish all labor, materials, equipment and supervision necessary for Mobilization and Demobilization, per the Plans and Technical Specifications, complete and in-place.

110 Stamping and Staining of CIP Headwalls

(Line excluded from response total)

Quantity: 11 UOM: EA Unit Price: $1,250.00 Total: $13,750.00

Item Notes: Furnish all labor, materials, and equipment required for Stamping and Staining of CIP Headwalls, including surface preparation, stamping, staining, sealing, protection, and appurtenances, as detailed, and per the Plans and Technical Specifications, complete in-place, ready for use by the Owner.

Response Total: $9,849,904.70

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2026-018
SOLICITATION NAME: Ousley Trail and Stream Restoration
PROJECT #: P25A

Bid Opening Date	2/5/26	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	1200
Number of Submissions:	4
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	4
Number of No Bids	8
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.

Four responses were received. All vendors were deemed responsive and the departmental evaluation was opened. The evaluation committee consisted of three members representing the engineering and parks department. The following scoring criteria were used during the evaluation:
Cost – 40 Points
Experience of the Firm – 30 Points
Construction Schedule – 20 Points
Financial Statements – 10 Points

Estimated Budget: $14.8 Million

Contract Price: $11.9 Million

Recommendation:
Upon completion of the review and evaluation, the department recommends:

Recommended Vendor(s):	RoeschCo Construction LLC
Contract Term:	548 Calendar days

Ryan Quigley, Purchasing Agent	2-17-26
Submitted By	Date

Bid 2026-018 Ousley Trail and Stream Restoration				The Fain Group		RoeschCo Construction, LLC		J.B. & Co. LLC (Joel Brown & Co. LLC)		Solid Bridge Construction	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	Mobilization	1	LS	$612,000.00	$ 612,000.00	$ 984,900.00	$ 984,900.00	$700,000.00	$ 700,000.00	$650,000.00	$ 650,000.00
2	General Site Preparation	1	LS	$ 69,326.00	$ 69,326.00	$ 78,000.00	$ 78,000.00	$200,000.00	$ 200,000.00	$400,000.00	$ 400,000.00
3	Erosion, Sediment, and Water Pollution Prev	1	LS	$ 29,589.00	$ 29,589.00	$ 46,651.00	$ 46,651.00	$120,000.00	$ 120,000.00	$125,000.00	$ 125,000.00
4	SWPPP	1	LS	$ 6,742.00	$ 6,742.00	$ 12,000.00	$ 12,000.00	$ 20,000.00	$ 20,000.00	$ 75,000.00	$ 75,000.00
5	Barricades, Signs, and Traffic Handling	1	LS	$ 36,203.00	$ 36,203.00	$ 36,000.00	$ 36,000.00	$ 30,000.00	$ 30,000.00	$175,000.00	$ 175,000.00
6	Care of Water During Construction	1	LS	$ 16,873.00	$ 16,873.00	$ 163,920.00	$ 163,920.00	$100,000.00	$ 100,000.00	$300,000.00	$ 300,000.00
7	Biodegradable Erosion Control Matting	12722	SY	$ 3.00	$ 38,166.00	$ 5.00	$ 63,610.00	$ 15.00	$ 190,830.00	$ 42.00	$ 534,324.00
8	Temporary Construction Fencing	6900	LF	$ 7.00	$ 48,300.00	$ 11.20	$ 77,280.00	$ 15.00	$ 103,500.00	$ 30.00	$ 207,000.00
9	Tree Protection	113	EA	$ 350.00	$ 39,550.00	$ 100.00	$ 11,300.00	$ 250.00	$ 28,250.00	$ 250.00	$ 28,250.00
10	Tree Removal (Salvage)	306	EA	$ 111.00	$ 33,966.00	$ 280.50	$ 85,833.00	$ 450.00	$ 137,700.00	$ 600.00	$ 183,600.00
11	Tree Removal (Chipping and Haul Off)	104	EA	$ 265.00	$ 27,560.00	$ 579.80	$ 60,299.20	$ 725.00	$ 75,400.00	$ 800.00	$ 83,200.00
12	Miscellaneous Demolition (Pavement and Oa	1	LS	$ 70,661.00	$ 70,661.00	$ 180,193.00	$ 180,193.00	$250,000.00	$ 250,000.00	$ 55,000.00	$ 55,000.00
13	Remove Rock Riprap and Salvage	540	CY	$ 25.00	$ 13,500.00	$ 25.00	$ 13,500.00	$ 150.00	$ 81,000.00	$ 100.00	$ 54,000.00
14	Remove Gabion and Salvage Ballast	319	CY	$ 25.00	$ 7,975.00	$ 30.00	$ 9,570.00	$ 175.00	$ 55,825.00	$ 100.00	$ 31,900.00
15	Unclassified Channel Excavation (Haul Off)	52166	CY	$ 26.00	$ 1,356,316.00	$ 22.00	$ 1,147,652.00	$ 25.00	$ 1,304,150.00	$ 40.00	$ 2,086,640.00
16	Excavation and Fill On-site (Borrow and Spoi	3525	CY	$ 13.00	$ 45,825.00	$ 12.00	$ 42,300.00	$ 20.00	$ 70,500.00	$ 42.00	$ 148,050.00
17	Clay Plugs	12	EA	$ 3,957.00	$ 47,484.00	$ 3,351.00	$ 40,212.00	$ 1,500.00	$ 18,000.00	$ 12,500.00	$ 150,000.00
18	Floodplain Sill Structures (12-inch Riprap)	212	CY	$ 455.00	$ 96,460.00	$ 386.00	$ 81,832.00	$ 350.00	$ 74,200.00	$ 365.00	$ 77,380.00
19	Rootwad and Rock Toe Protection	1354	LF	$ 272.00	$ 368,288.00	$ 250.00	$ 338,500.00	$ 290.00	$ 392,660.00	$ 700.00	$ 947,800.00
20	Rock Riffle	1368	CY	$ 284.00	$ 388,512.00	$ 240.00	$ 328,320.00	$ 290.00	$ 396,720.00	$ 400.00	$ 547,200.00
21	Rock Cross Vanes	3	EA	$ 74,862.00	$ 224,586.00	$ 64,000.00	$ 192,000.00	$ 22,000.00	$ 66,000.00	$ 70,000.00	$ 210,000.00
22	Riffle Micro-Grading	205	SY	$ 177.00	$ 36,285.00	$ 150.00	$ 30,750.00	$ 35.00	$ 7,175.00	$ 450.00	$ 92,250.00
23	Rock Runs	284	CY	$ 422.00	$ 119,848.00	$ 360.00	$ 102,240.00	$ 210.00	$ 59,640.00	$ 400.00	$ 113,600.00
24	Glide Material	119	CY	$ 359.00	$ 42,721.00	$ 310.00	$ 36,890.00	$ 400.00	$ 47,600.00	$ 400.00	$ 47,600.00
25	Plunge Pools	770	CY	$ 494.00	$ 380,380.00	$ 420.00	$ 323,400.00	$ 500.00	$ 385,000.00	$ 400.00	$ 308,000.00
26	Riprap Bank Protection	738	CY	$ 425.00	$ 313,650.00	$ 360.00	$ 265,680.00	$ 240.00	$ 177,120.00	$ 400.00	$ 295,200.00
27	Geogrid Wall	6692	SF	$ 112.00	$ 749,504.00	$ 83.50	$ 558,782.00	$ 15.00	$ 100,380.00	$ 400.00	$ 2,676,800.00
28	Soil Nail Wall	4410	SF	$ 86.00	$ 379,260.00	$ 172.80	$ 762,048.00	$ 135.00	$ 595,350.00	$ 425.00	$ 1,874,250.00
29	Micropile Wall	1648	SF	$ 156.00	$ 257,088.00	$ 217.50	$ 358,440.00	$ 75.00	$ 123,600.00	$ 425.00	$ 700,400.00
30	18-inch RCP (Class III)	76	LF	$ 133.00	$ 10,108.00	$ 90.00	$ 6,840.00	$ 115.00	$ 8,740.00	$ 100.00	$ 7,600.00
31	24-inch RCP (Class III)	426	LF	$ 152.00	$ 64,752.00	$ 126.20	$ 53,761.20	$ 150.00	$ 63,900.00	$ 140.00	$ 59,640.00
32	30-inch RCP (Class III)	31	LF	$ 195.00	$ 6,045.00	$ 160.00	$ 4,960.00	$ 180.00	$ 5,580.00	$ 200.00	$ 6,200.00
33	36-inch RCP (Class III)	70	LF	$ 235.00	$ 16,450.00	$ 130.00	$ 9,100.00	$ 230.00	$ 16,100.00	$ 250.00	$ 17,500.00
34	48-inch RCP (Class III)	15	LF	$ 322.00	$ 4,830.00	$ 316.70	$ 4,750.50	$ 345.00	$ 5,175.00	$ 400.00	$ 6,000.00
35	60-inch RCP (Class III)	7	LF	$ 449.00	$ 3,143.00	$ 971.40	$ 6,799.80	$ 500.00	$ 3,500.00	$ 1,000.00	$ 7,000.00
36	24-inch CIP CH-FW-0 TXDOT Headwall	7	EA	$ 3,519.00	$ 24,633.00	$ 3,900.00	$ 27,300.00	$ 3,000.00	$ 21,000.00	$ 5,000.00	$ 35,000.00
37	30-inch CIP CH-FW-0 TXDOT Headwall	1	EA	$ 3,672.00	$ 3,672.00	$ 5,200.00	$ 5,200.00	$ 3,500.00	$ 3,500.00	$ 6,000.00	$ 6,000.00
38	36-inch CIP CH-FW-0 TXDOT Headwall	1	EA	$ 3,905.00	$ 3,905.00	$ 7,200.00	$ 7,200.00	$ 4,000.00	$ 4,000.00	$ 8,000.00	$ 8,000.00
39	48-inch CIP CH-FW-0 TXDOT Headwall	1	EA	$ 7,494.00	$ 7,494.00	$ 12,000.00	$ 12,000.00	$ 5,000.00	$ 5,000.00	$ 12,000.00	$ 12,000.00
40	60-inch CIP CH-FW-0 TXDOT Headwall	1	EA	$ 8,242.00	$ 8,242.00	$ 18,000.00	$ 18,000.00	$ 6,000.00	$ 6,000.00	$ 15,000.00	$ 15,000.00
41	24-inch MBU Headwall	1	EA	$ 3,519.00	$ 3,519.00	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 7,000.00	$ 7,000.00
42	30-inch MBU Headwall	1	EA	$ 3,672.00	$ 3,672.00	$ 2,500.00	$ 2,500.00	$ 4,000.00	$ 4,000.00	$ 8,000.00	$ 8,000.00
43	18-inch Precast Type II TXDOT Safety End Tre	8	EA	$ 2,881.00	$ 23,048.00	$ 2,100.00	$ 16,800.00	$ 2,000.00	$ 16,000.00	$ 3,000.00	$ 24,000.00
44	48-inch CIP 30-degree Bend	1	EA	$ 318.00	$ 318.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 4,000.00	$ 4,000.00
45	Pre-cast Junction Box (3-ft x 3-ft)	2	EA	$ 8,174.00	$ 16,348.00	$ 6,250.00	$ 12,500.00	$ 7,500.00	$ 15,000.00	$ 7,000.00	$ 14,000.00
46	Inlet w/Pre-cast Junction Box (3-ft x 3-ft)	6	EA	$ 8,174.00	$ 49,044.00	$ 6,266.70	$ 37,600.20	$ 7,500.00	$ 45,000.00	$ 9,000.00	$ 54,000.00
47	Inlet w/Pre-cast Junction Box (4-foot x 4-foo	2	EA	$ 10,601.00	$ 21,202.00	$ 8,250.00	$ 16,500.00	$ 12,000.00	$ 24,000.00	$ 10,000.00	$ 20,000.00
48	15-foot Curb Inlet	1	EA	$ 8,619.00	$ 8,619.00	$ 9,000.00	$ 9,000.00	$ 25,000.00	$ 25,000.00	$ 15,000.00	$ 15,000.00
49	Stormdrain Headwall Riprap Protection Mate	199	CY	$ 472.00	$ 93,928.00	$ 400.00	$ 79,600.00	$ 350.00	$ 69,650.00	$ 400.00	$ 79,600.00
50	Pre-Engineered Bridge I	1	LS	$266,163.00	$ 266,163.00	$ 220,650.00	$ 220,650.00	$280,000.00	$ 280,000.00	$300,000.00	$ 300,000.00
51	Pre-Engineered Bridge III	1	LS	$ 59,746.00	$ 59,746.00	$ 67,320.00	$ 67,320.00	$300,000.00	$ 300,000.00	$200,000.00	$ 200,000.00
52	Bridge Abutments	4	EA	$ 63,143.00	$ 252,572.00	$ 33,625.00	$ 134,500.00	$ 20,000.00	$ 80,000.00	$ 80,000.00	$ 320,000.00
53	Concrete Trail	5450	SY	$ 117.00	$ 637,650.00	$ 103.00	$ 561,350.00	$ 160.00	$ 872,000.00	$ 95.00	$ 517,750.00
54	Trail Unit Pavers	3490	SF	$ 22.00	$ 76,780.00	$ 29.20	$ 101,908.00	$ 70.00	$ 244,300.00	$ 45.00	$ 157,050.00
55	Installation of Sports History Walk	4755	SF	$ 11.00	$ 52,305.00	$ 14.40	$ 68,472.00	$ 60.00	$ 285,300.00	$ 50.00	$ 237,750.00
56	Installation of Lynn Family Memorial Walk	2923	SF	$ 11.00	$ 32,153.00	$ 30.00	$ 87,690.00	$ 50.00	$ 146,150.00	$ 50.00	$ 146,150.00
57	Intersection Crossings	1	LS	$ 11,249.00	$ 11,249.00	$ 4,610.00	$ 4,610.00	$ 20,000.00	$ 20,000.00	$ 85,000.00	$ 85,000.00
58	Site Furnishings (Benches, Trash Receptacles	1	LS	$ 37,794.00	$ 37,794.00	$ 38,500.00	$ 38,500.00	$100,000.00	$ 100,000.00	$ 85,000.00	$ 85,000.00
59	Low Water Crossing	2	EA	$ 44,152.00	$ 88,304.00	$ 86,000.00	$ 172,000.00	$ 40,000.00	$ 80,000.00	$140,000.00	$ 280,000.00
60	Concrete Curb	242	LF	$ 35.00	$ 8,470.00	$ 24.00	$ 5,808.00	$ 50.00	$ 12,100.00	$ 30.00	$ 7,260.00
61	Pedestrian Handrail	2014	LF	$ 180.00	$ 362,520.00	$ 99.00	$ 199,386.00	$ 100.00	$ 201,400.00	$ 70.00	$ 140,980.00
62	8-inch PVC Sanitary Sewer	772	LF	$ 113.00	$ 87,236.00	$ 80.40	$ 62,068.80	$ 65.00	$ 50,180.00	$ 65.00	$ 50,180.00
63	Sanitary Sewer Manhole	6	EA	$ 9,490.00	$ 56,940.00	$ 5,916.70	$ 35,500.20	$ 13,000.00	$ 78,000.00	$ 10,000.00	$ 60,000.00
64	Plug and Abandon Sewer Line	2	EA	$ 895.00	$ 1,790.00	$ 750.00	$ 1,500.00	$ 1,500.00	$ 3,000.00	$ 7,500.00	$ 15,000.00
65	Abandon and Grout 8-inch Sewer Line	220	LF	$ 879.00	$ 193,380.00	$ 20.00	$ 4,400.00	$ 80.00	$ 17,600.00	$ 50.00	$ 11,000.00
66	6-inch PVC Waterline	940	LF	$ 98.00	$ 92,120.00	$ 101.50	$ 95,410.00	$ 65.00	$ 61,100.00	$ 70.00	$ 65,800.00
67	Waterline Steel Encasement	466	LF	$ 204.00	$ 95,064.00	$ 175.00	$ 81,550.00	$ 205.00	$ 95,530.00	$ 310.00	$ 144,460.00
68	6-inch Gate Valve	1	EA	$ 3,207.00	$ 3,207.00	$ 6,500.00	$ 6,500.00	$ 2,200.00	$ 2,200.00	$ 2,000.00	$ 2,000.00
69	Ductile Iron Fittings	1	TON	$ 9,718.00	$ 9,718.00	$ 9,500.00	$ 9,500.00	$ 18,000.00	$ 18,000.00	$ 25,000.00	$ 25,000.00
70	Asphalt Pavement	1653	SY	$ 76.00	$ 125,628.00	$ 74.70	$ 123,479.10	$ 90.00	$ 148,770.00	$ 50.00	$ 82,650.00
71	Residential Driveway Replacement	68	SY	$ 117.00	$ 7,956.00	$ 85.00	$ 5,780.00	$ 150.00	$ 10,200.00	$ 125.00	$ 8,500.00
72	Lower Sanitary Sewer Manhole	1	EA	$ 3,092.00	$ 3,092.00	$ 1,000.00	$ 1,000.00	$ 5,000.00	$ 5,000.00	$ 1,200.00	$ 1,200.00
73	Transportation Signage	73	SF	$ 169.00	$ 12,337.00	$ 61.60	$ 4,496.80	$ 15,000.00	$ 1,095,000.00	$ 200.00	$ 14,600.00
74	Metal Beam Guard Fence (With Mow Strip)	291	LF	$ 63.00	$ 18,333.00	$ 91.90	$ 26,742.90	$ 200.00	$ 58,200.00	$ 250.00	$ 72,750.00
75	Trees (Bare Root)	2768	EA	$ 4.00	$ 11,072.00	$ 15.00	$ 41,520.00	$ 300.00	$ 830,400.00	$ 28.00	$ 77,504.00
76	Trees (Containerized)	223	EA	$ 110.00	$ 24,530.00	$ 150.00	$ 33,450.00	$ 500.00	$ 111,500.00	$ 80.00	$ 17,840.00
77	Shrubs (Bare Root)	8077	EA	$ 3.00	$ 24,231.00	$ 12.00	$ 96,924.00	$ 50.00	$ 403,850.00	$ 40.00	$ 323,080.00
78	Shrubs (Containerized)	2673	EA	$ 26.00	$ 69,498.00	$ 35.00	$ 93,555.00	$ 75.00	$ 200,475.00	$ 45.00	$ 120,285.00
79	Live Stakes and Rushes	3742	EA	$ 11.00	$ 41,162.00	$ 20.00	$ 74,840.00	$ 30.00	$ 112,260.00	$ 35.00	$ 130,970.00
80	Sod	12100	SY	$ 7.00	$ 84,700.00	$ 6.00	$ 72,600.00	$ 15.00	$ 181,500.00	$ 14.00	$ 169,400.00
81	Temporary Seeding	6.3	AC	$ 3,081.00	$ 19,410.30	$ 6,000.00	$ 37,800.00	$ 3,500.00	$ 22,050.00	$ 5,000.00	$ 31,500.00
82	Permanent Seeding	6.3	AC	$ 10,444.00	$ 65,797.20	$ 10,000.00	$ 63,000.00	$ 15,000.00	$ 94,500.00	$ 7,000.00	$ 44,100.00
83	Topsoil (6-inch Depth)	5080	CY	$ 90.00	$ 457,200.00	$ 76.00	$ 386,080.00	$ 100.00	$ 508,000.00	$ 88.00	$ 447,040.00
84	Temporary Irrigation	1	LS	$140,606.00	$ 140,606.00	$ 63,000.00	$ 63,000.00	$150,000.00	$ 150,000.00	$185,000.00	$ 185,000.00
	Base Bid Total				**$ 9,760,303.50**		**$ 9,849,904.70**		**$ 13,135,810.00**		**$ 18,159,783.00**
90	Alternate 1										
91	Mobilization	1	EA	$ 1,000.00	$ 1,000.00	$ 109,225.00	$ 109,225.00	$ 10,000.00	$ 10,000.00	$ 25,000.00	$ 25,000.00
92	Lighting Poles	88	EA	$ 29,000.00	$ 2,552,000.00	$ 13,691.00	$ 1,204,808.00	$ 10,000.00	$ 880,000.00	$ 6,000.00	$ 528,000.00
93	Electrical Equipment Enclosure (Including M	2	EA	$ 5,953.00	$ 11,906.00	$ 20,000.00	$ 40,000.00	$ 50,000.00	$ 100,000.00	$ 75,000.00	$ 150,000.00
94	Bridge Lighting Allowance	1	EA	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00
	Alternate 1 Subtotal				**$ 2,604,906.00**		**$ 1,394,033.00**		**$ 1,030,000.00**		**$ 743,000.00**
95	Alternate 2										
96	Mobilization	1	EA	$ 1,000.00	$ 1,000.00	$ 38,898.00	$ 38,898.00	$ 50,000.00	$ 50,000.00	$ 30,000.00	$ 30,000.00
97	Pre-Engineered Bridge II	1	EA	$266,114.00	$ 266,114.00	$ 225,000.00	$ 225,000.00	$290,000.00	$ 290,000.00	$275,000.00	$ 275,000.00
98	Bridge Abutments	2	EA	$ 68,736.00	$ 137,472.00	$ 35,000.00	$ 70,000.00	$ 30,000.00	$ 60,000.00	$ 80,000.00	$ 160,000.00
99	Bridge Lighting Allowance	1	EA	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00
100	Lighting Poles	4	EA	$ 29,000.00	$ 116,000.00	$ 20,500.00	$ 82,000.00	$ 7,500.00	$ 30,000.00	$ 7,500.00	$ 30,000.00
101	Riprap Bank Protection	98	CY	$ 434.00	$ 42,532.00	$ 399.00	$ 39,102.00	$ 380.00	$ 37,240.00	$ 365.00	$ 35,770.00
	Alternate 2 Subtotal				**$ 603,118.00**		**$ 495,000.00**		**$ 507,240.00**		**$ 570,770.00**
102	Alternate 3										
103	Mobilization	1	EA	$ 1,000.00	$ 1,000.00	$ 10,500.00	$ 10,500.00	$ 10,000.00	$ 10,000.00	$ 20,000.00	$ 20,000.00
104	Architectural Bridge Columns	12	EA	$ 12,800.00	$ 153,600.00	$ 9,125.00	$ 109,500.00	$ 5,000.00	$ 60,000.00	$ 6,500.00	$ 78,000.00
	Alternate 3 Subtotal				**$ 154,600.00**		**$ 120,000.00**		**$ 70,000.00**		**$ 98,000.00**
105	Alternate 4										
106	Mobilization	1	EA	$ 1,000.00	$ 1,000.00	$ 4,775.00	$ 4,775.00	$ 20,000.00	$ 20,000.00	$ 25,000.00	$ 25,000.00
107	Park Monuments	2	EA	$ 85,065.00	$ 170,130.00	$ 23,112.50	$ 46,225.00	$100,000.00	$ 200,000.00	$100,000.00	$ 200,000.00
	Alternate 4 Subtotal				**$ 171,130.00**		**$ 51,000.00**		**$ 220,000.00**		**$ 225,000.00**
108	Alternate 5										
109	Mobilization	1	EA	$ 1,000.00	$ 1,000.00	$ 1,250.00	$ 1,250.00	$ 5,000.00	$ 5,000.00	$ 20,000.00	$ 20,000.00
110	Stamping and Staining of CIP Headwalls	11	EA	$ 1,021.00	$ 11,231.00	$ 1,250.00	$ 13,750.00	$ 3,000.00	$ 33,000.00	$ 25,000.00	$ 275,000.00
	Alternate 5 Subtotal				**$ 12,231.00**		**$ 15,000.00**		**$ 38,000.00**		**$ 295,000.00**
	Alternate 1-5 Subtotal				**$ 3,545,985.00**		**$ 2,075,033.00**		**$ 1,865,240.00**		**$ 1,931,770.00**
	Base Bid with Alternates 1-5				**$ 13,306,288.50**		**$ 11,924,937.70**		**$ 15,001,050.00**		**$ 20,091,553.00**

Supplier Scoring Summary

2026-018 Addendum 2 - Ousley Trail and Stream Restoration - Scoring Round - Department

Supplier	Rank	Score	Competitive Sealed Proposal	Cost - Formula based	Experience of the Firm	Construction Schedule	Financial Statements
		100		40.00	30.00	20.00	10.00
RoeschCo Construction, LLC	1	87.97		39.64	22.33	16.00	10.00
The Fain Group	2	80.33		40.00	14.67	15.67	10.00
Solid Bridge Construction	3	68.83		21.50	23.33	15.00	9.00
J.B. & Co. LLC	4	65.05		29.72	15.67	10.67	9.00
		75.55		32.72	19.00	14.33	9.50

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1425203

Date Filed:
02/24/2026

Date Acknowledged:
02/25/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RoeschCo Construction LLC
Frisco, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Celina

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2026-018
Stabilization of creek with retaining walls and concrete trail with pedestrian bridges

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Roeschley, Micah	Celina, TX United States	X	
Kayser, Bryan	Prosper, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Kimberly Brawner, Assistant City Manager
CC:
Date: March 10, 2026

Agenda Item:
Consider and act to award Bid 2026-017 for Coit Road Asphalt Replacement to JLC Excavation, LLC, in the amount of $1,840,206.74 plus a ten (10) percent contingency in the amount of $184,020.67 for a total amount not to exceed $2,024,227.41. (Brawner)

Background Information:
As the City's population grows, the pavement condition of Coit Road has been deteriorating. Coit Road will ultimately be a six-lane, divided, concrete roadway. There are multiple projects in progress to improve some segments of Coit Road to concrete. However, the full conversion of Coit Road to concrete is several years away. The purpose of this project is to reconstruct the existing asphalt sections that are not being converted to concrete to extend the durability and improve driving conditions. The design contract for this project was awarded to Kimley-Horn in June 2023.

This project includes the construction of approximately 6,848 linear feet of 2-lane asphalt roadway reconstruction along Coit Road. The project limits include Coit Road from CR 92 to FM 455/Lynn Stambaugh Parkway (4,284 linear feet) and from FM 455 to CR 96/ J Fred Smith Parkway (2,564 linear feet). The design of these improvements includes full-depth reconstruction of the existing pavement to generally match the current pavement width. Drainage improvements will be limited to the removal and replacement of existing culverts. The construction will also include signing, pavement markings, seeding disturbed areas, traffic control narrative, minor adjustments to existing City utilities, and erosion control. A public meeting will be scheduled with the Contractor after the project is awarded and before construction starts to provide proper notification on traffic impacts, project details, timeline, and communication channels to residents.

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

Supporting Documents:

1. Staff Presentation
2. Location Map
3. Agreement
4. Agenda Recap
5. Bid Tabulation
6. Form 1295

Financial Consideration:

Funding is available through 2024 Bonds.

Staff Recommendation:

Staff recommends awarding the contract as presented.



Coit Road Asphalt Reconstruction

Bid 2026-017

March 10, 2026

Kimberly Brawner, P.E., PTOE

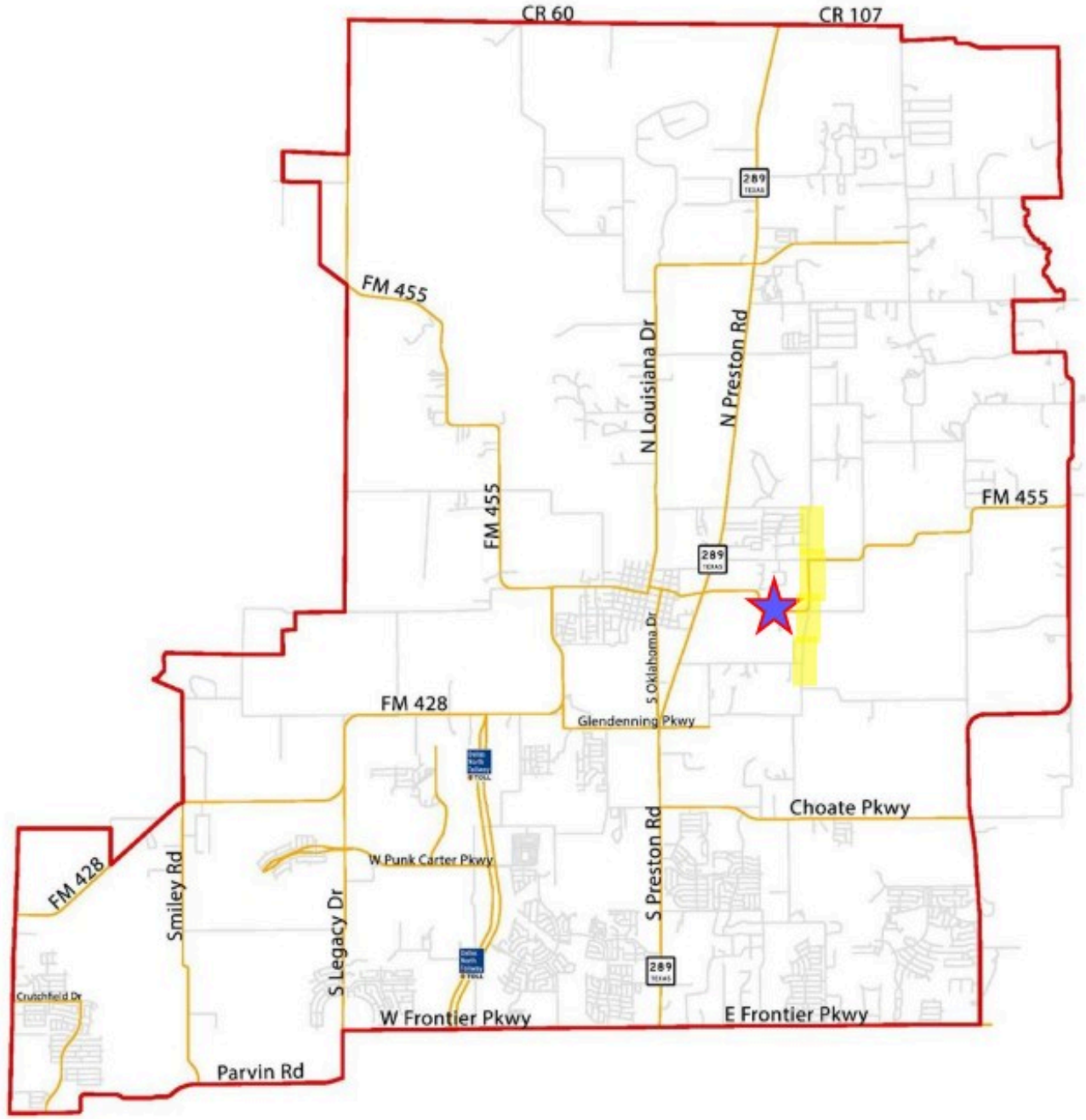
Assistant City Manager

Location Map

Coit Rd

CR 92 to FM 455 (Lynn Stambaugh Parkway)

FM 455 to CR 96 (J Fred Smith Parkway)



Background

A | June 27, 2023 - City approved design contract for Coit Road Asphalt Reconstruction

B | January 22, 2026 - City received responses to the sealed proposal 2026-017 for construction of improvements

C | Bid invitation was advertised in the local paper and posted on the City's eProcurement system and one thousand six hundred fifteen (1615) vendors were notified

D | Eleven (11) bids were received and an initial review was completed by the Purchasing Department to verify submissions met the minimum requirements

E | Upon receiving positive feedback from vendor's references, staff recommended JLC Excavation, LLC as the lowest responsible bidder

Scope of Work

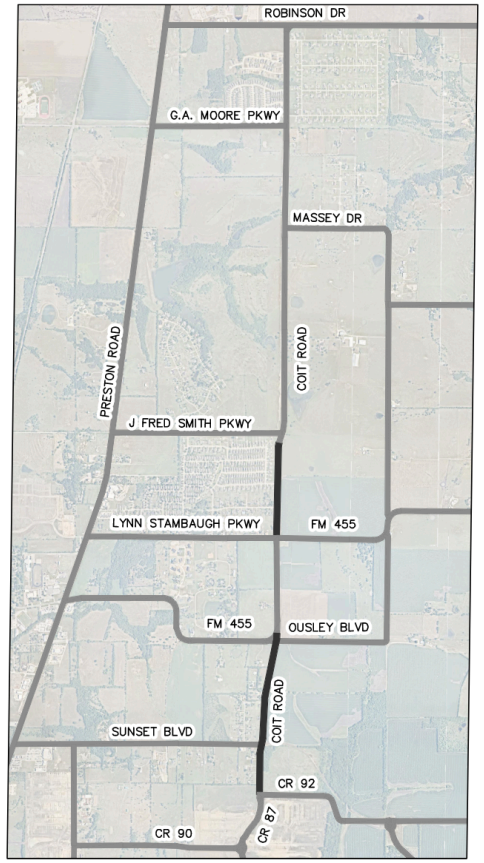
A | Reconstructing approximately 6,848 linear feet of 2-lane asphalt roadway reconstruction along Coit Road

B | Project limits: Coit Road from CR 92 to FM 455 (Lynn Stambaugh Parkway) and from FM 455 to CR 96 (J Fred Smith Parkway)

C | Full depth reconstruction of the existing pavement to generally match the existing pavement width

D | Drainage improvements will be limited to removal and replacement of existing culverts

E | Signing, pavement markings, seeding disturbed areas, traffic control narrative, minor adjustments to existing utilities, and erosion control included in design



Bid 2026-017

Bidder	Base Bid
Infinite Inspect P.L.L.C	n/a
JLC Excavation, LLC	$ 1,840,206.74
Jagoe-Public Company	$ 1,867,106.55
Rock Solid Inc.	$ 1,900,000.63
Reynolds Asphalt & Construction	$ 1,914,179.70
Quality Excavation, LLC	$ 2,069,206.73
Peachtree Construction (Luig)	$ 2,120,604.18
Reliable Paving, Inc.	$ 2,172,269.69
Pavecon Public Works, LP	$ 2,173,187.08
FNH Construction LLC	$ 2,268,074.00
Texas Materials Group, Inc.	$ 2,430,419.90
OVERLAND CORPORATION	$ 2,597,908.06

A | First lowest apparent bidder is JLC Excavation, LLC

B | Contract Days: 360

C | Opinion of Probable Construction Cost (OPCC): $2,380,000

D | Bid Price: $1,840,206.74

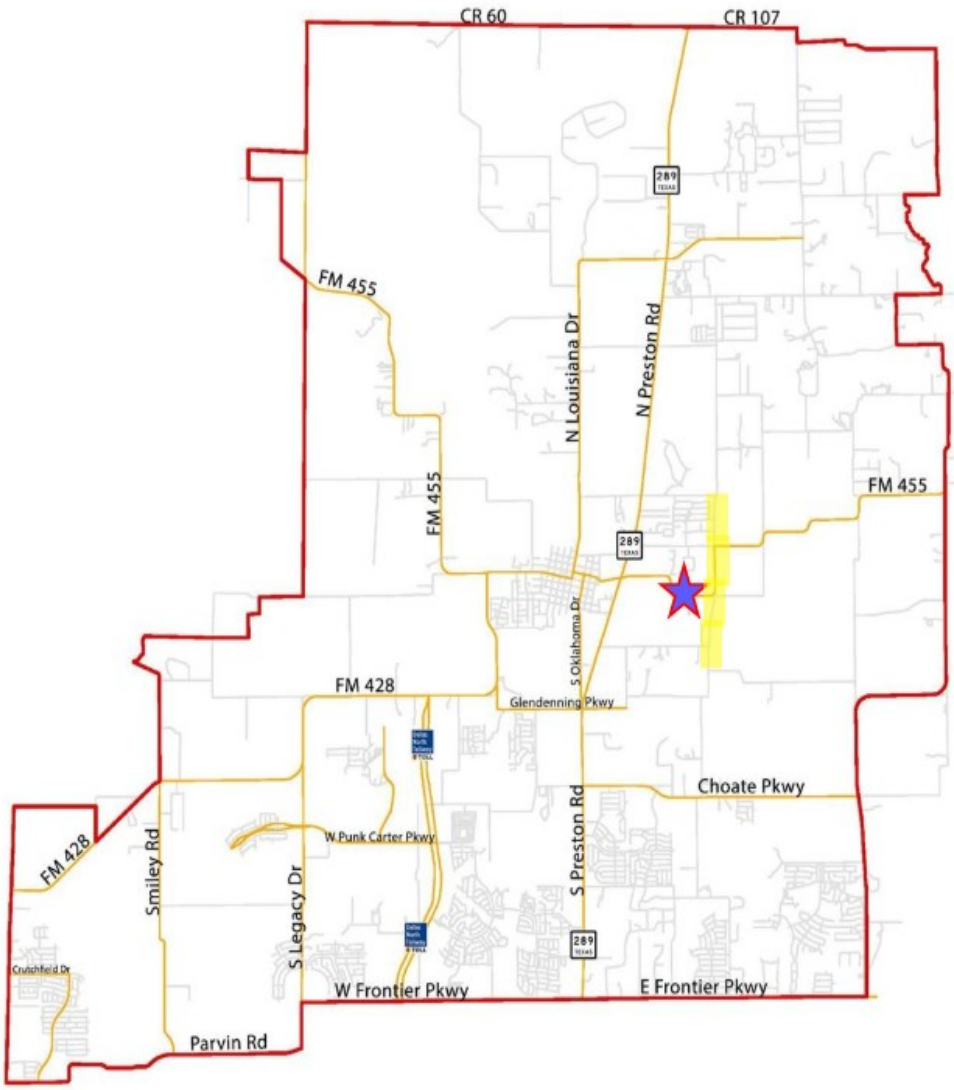
E | 10% Contingency: $184,020.67

F | Total Not to Exceed: **$2,024,227.41**



Thank You!

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 JLC Excavation 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
Coit Road Asphalt Reconstruction
BID 2026-017

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 construction documents for approximately 7,000 linear feet of 2-lane asphalt roadway reconstruction (full-depth). Proposed pavement section will be 2" Type D HMAC, 4" Type B HMAC, over 6" pulverized and mixed existing road material. Project includes Coit Road (CR 90) from CR 92 to Ousley Boulevard/CR 98 (2,595 linear feet), and Coit Road (CR 97) from Lynn Stambaugh Parkway to J Fred Smith Parkway/CR 134 (4,350 linear feet). The design of these improvements includes full depth reconstruction of the existing pavement to generally match the existing pavement width. Drainage improvements will be limited to removal and replacement of existing culverts. Design will also include signing, pavement markings, seeding disturbed areas, traffic control narrative, minor adjustments to existing City utilities, and erosion control.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Kimley Horn,** 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 330 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 360 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified

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in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER $500 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER $2000 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: **$1,840,206.74**

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

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recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

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

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

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10. Exhibits to this Agreement:
    a. CONTRACTOR'S Bid Response;
    b. CONTRACTOR'S Insurance
    c. Documentation submitted by CONTRACTOR prior to Notice of Award
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Written Amendments;
    b. Work Change Directives;
    c. Change Order(s).

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

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

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

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

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

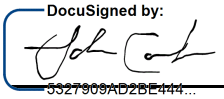
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence

the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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

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

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

CITY OF CELINA, TEXAS	**CONTRACTOR**
	DocuSigned by:  3327909AD2BE444...
	John Canada
	Printed Name & Title
	2/4/2026
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**	PO Box 1228 Canton United States TX 75103

EJCDC® C-410, Bid Form for Construction Contract.
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2026-017 Addendum 1
JLC Excavation, LLC
Supplier Response

Event Information

Number: 2026-017 Addendum 1
Title: Coit Road Asphalt Reconstruction
Type: Invitation to Bid
Issue Date: 1/2/2026
Deadline: 1/22/2026 10:00 AM (CT)
Notes: The construction project includes:

The construction documents for approximately 7,000 linear feet of 2-lane asphalt roadway reconstruction (full-depth). Proposed pavement section will be 2" Type D HMAC, 4" Type B HMAC, over 6" pulverized and mixed existing road material. Project includes Coit Road (CR 90) from CR 92 to Ousley Boulevard/CR 98 (2,595 linear feet), and Coit Road (CR 97) from Lynn Stambaugh Parkway to J Fred Smith Parkway/CR 134 (4,350 linear feet). The design of these improvements includes full depth reconstruction of the existing pavement to generally match the existing pavement width. Drainage improvements will be limited to removal and replacement of existing culverts. Design will also include signing, pavement markings, seeding disturbed areas, traffic control narrative, minor adjustments to existing City utilities, and erosion control.

Budget Estimate: $2.2 Million

To attend the virtual bid opening please register HERE.

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

Contact Information

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

JLC Excavation, LLC Information

Contact: Chris Freeman
Address: PO Box 1228
Canton, TX 75103
Phone: (903) 840-9080
Email: chris@jlcexcavation.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.

Chris Freeman
Signature

chris@jlcexcavation.com
Email

Submitted at 1/22/2026 08:27:36 AM (CT)

Supplier Note

Thank you for the opportunity.

Requested Attachments

Bid Bond — Bid Bond Form.pdf

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

Contractor Questionnaire — Exhibit_5_Contractor_Questionnaire.docx

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

W9 — W9 2026.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 — Tx Sales Tax.pdf

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

00-410 Experience Record — Experience Record.pdf

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

CIQ - Conflict of Interest — CIQ-Conflict of Interest.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.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 — Non Resident Bidder Form.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 = 330 calendar days

☑ Acknowledge

4 Completion - Ready for Final Payment

Completion = 360 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 to this requirement

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

Chris Freeman - Operations Manager

15 Contact Person Phone

(903) 312-2816

16 Contact Person Email

chris@jlcexcavation.com

17 Main Office Location

PO BOX 1228 CANTON TX 75103

18 Years in Business

9

19 Office Location

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

PO BOX 1228 CANTON TX 75103

20 Business Name

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

JLC Services

21 Binding Official

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

John Canada

22 Binding Official Email Address

johncanada@jlcexcavation.com

23 Licensing

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

N/A

24 SB 252

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

☑ I certify that the statement is accurate and true.

25 HB 89 ISRAEL

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

☑ I certify that the statement is accurate and true.

26

SB 13 Boycotting Energy Companies

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

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

☑ I certify that the statement is accurate and true.

27

SB 19 Firearm and ammunition industries

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

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

☑ I certify that the statement is accurate and true.

28

Felony Conviction

State in the space provided one of the following:

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

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

29

Risk 1: Taxes - Local

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

Yes

30

Risk 2: Taxes - State/Federal

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

Yes

31

Risk 3: Audit/Investigation

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

NO

32

Risk 4: Debarrment

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

NO

33 **Risk 5: Bonding**

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

NO

34 **Risk 6: Licensing**

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

NO

35 **Risk 7 Contract Default**

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

NO

36 **Risk 8 Contract Termination**

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

NO

37 **Risk 9 Claims and Suits**

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

NO

38 **Risk 10 Claims and Suits**

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

NO

39 **Risk 11 Claims and Suits**

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

NO

40 **Sub-Contractor Payments**

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

Provide a statement that you agree to this requirement.

I agree to the requirement

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)

I agree to and acknowledge this ordinance

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 to and acknowledge this ordinance

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

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 **System Access Disclaimer**

It is the sole responsibility of the vendor to ensure timely access to the eProcurement system. The City is not responsible for any technical issues, system outages, connectivity problems, or other circumstances that may prevent timely submission of a response. Vendors are strongly encouraged to submit their responses well in advance of the deadline. Late submissions will not be accepted, regardless of the cause.

☑ I acknowledge and accept the disclaimer

51 **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

52 **Addendum 1**

Please acknowledge receipt of addendum 1.

☑ I acknowledge receipt of Addendum 1

Bid Lines

1 **Package Header**

Base Bid

Quantity: 1 Total: $1,840,206.74

Package Items

1.1 MOBILIZATION (5% MAX)

Quantity: 1 UOM: LS Price: $75,000.00 Total: $75,000.00

1.2 GENERAL SITE PREPARATION (INCLUDING TREE REMOVAL)

Quantity: 1 UOM: LS Price: $28,352.57 Total: $28,352.57

1.3 UNCLASSIFIED STREET EXCAVATION

Quantity: 350 UOM: CY Price: $38.24 Total: $13,384.00

1.4 EMBANKMENT (ROADWAY) (DENSITY CONTROL)

Quantity: 2600 UOM: CY Price: $21.00 Total: $54,600.00

1.5 REMOVE EXISTING CONCRETE PAVEMENT AND DRIVEWAY (INCLUDING CURBS) (ANY THICKNESS)

Quantity: 82 UOM: SY Price: $116.16 Total: $9,525.12

1.6 REMOVE EXISTING GRAVEL PAVEMENT AND DRIVEWAY

Quantity: 150 UOM: SY Price: $59.43 Total: $8,914.50

1.7 REMOVE AND REPLACE EXISTING WIRE FENCE (ALLOWANCE)

Quantity: 500 UOM: LF Price: $23.60 Total: $11,800.00

1.8 PULVERIZE, MIX WITH CEMENT & COMPACT EXISTING ROAD MATERIAL (INCLUDES EXCAVATION)

Quantity: 16995 UOM: SY Price: $10.79 Total: $183,376.05

1.9 PORTLAND CEMENT FOR SUBGRADE TREATMENT (TYPE 1) (5%)

Quantity: 230 UOM: TON Price: $297.64 Total: $68,457.20

1.10 6 inch FLEXBASE SUBGRADE (TXDOT ITEM 247, TY A, GRADE 1 OR 2) (INCLUDES EXCAVATION)

Quantity: 1713 UOM: SY Price: $29.71 Total: $50,893.23

1.11 2 inch HMAC TYPE D, INLCUDING TACK COAT & PRIME COAST AS REQUIRED

Quantity: 18708 UOM: SY Price: $19.36 Total: $362,186.88

1.12 4 inch HMAC TYPE B, INLCUDING TACK COAT & PRIME COAST AS REQUIRED

Quantity: 18708 UOM: SY Price: $34.38 Total: $643,181.04

1.13 7 inch REINFORCED CONCRETE PAVEMENT (RESIDENTIAL STREET)

Quantity: 65 UOM: SY Price: $67.80 Total: $4,407.00

1.14 6 inch LIME STABILIZED SUBGRADE (RESIDENTIAL STREET)

Quantity: 75 UOM: SY Price: $144.13 Total: $10,809.75

1.15 HYDRATED LIME (36 LB/SY) (RESIDENTIAL STREET)

Quantity: 2 UOM: TON Price: $3,068.19 Total: $6,136.38

1.16 6 inch REINFORCED CONCRETE PAVEMENT (RESIDENTAIL DRIVEWAY)

Quantity: 170 UOM: SY Price: $67.80 Total: $11,526.00

1.17 6 inch FLEXBASE DRIVEWAY (TXDOT ITEM 247, TY A, GRADE 1 OR 2) W/TY II GEOGRID (INCLUDES EXCAVATION) (ALLOWANCE)

Quantity: 300 UOM: SY Price: $40.63 Total: $12,189.00

1.18 ***Line deleted as part of an Addendum***

1.19 ADJUST/RELOCATE EXISTING MAILBOX

Quantity: 7 UOM: EA Price: $1,250.00 Total: $8,750.00

1.20 BARRICADES, SIGNS, TRAFFIC HANDLING, AND MESSAGE BOARDS

Quantity: 1 UOM: LS Price: $29,500.00 Total: $29,500.00

1.21 REFL PAV MRK TY I & TY II (W) 4 inch SOLID

Quantity: 12815 UOM: LF Price: $0.65 Total: $8,329.75

1.22 REFL PAV MRK TY I & TY II (Y) 4 inch SOLID

Quantity: 13593 UOM: LF Price: $0.65 Total: $8,835.45

1.23 REFL PAV MRK TY I & TY II (W) 24 inch SOLID

Quantity: 57 UOM: LF Price: $38.35 Total: $2,185.95

1.24 TYPE II-A-A 4 inch RAISED PAVEMENT MARKER

Quantity: 419 UOM: EA Price: $7.02 Total: $2,941.38

1.25 INSTALL NEW SIGN AND SIGN POST ASSEMBLY

Quantity: 21 UOM: EA Price: $590.00 Total: $12,390.00

1.26 PROJECT SIGN

Quantity: 5 UOM: EA Price: $885.00 Total: $4,425.00

1.27 STABILIZED CONSTRUCTION ENTRANCE (25 ft X 50 ft)

Quantity: 4 UOM: EA Price: $3,304.00 Total: $13,216.00

1.28 STORM WATER POLLUTION PREVENTION PLAN

Quantity: 1 UOM: LS Price: $2,360.00 Total: $2,360.00

1.29 ROCK CHECK DAM (INSTALL/MAINTAIN/REMOVE)

Quantity: 7 UOM: EA Price: $1,602.44 Total: $11,217.08

1.30 SEDIMENT CONTROL FENCE (FURNISH/INSTALL/MOVE/MAINTAIN/REMOVE)

Quantity: 9949 UOM: LF Price: $5.61 Total: $55,813.89

1.31 INLET PROTECTION (INSTALL/MAINTAIN/REMOVE)

Quantity: 1 UOM: EA Price: $472.00 Total: $472.00

1.32 SEEDED CURLEX

Quantity: 10190 UOM: SY Price: $3.54 Total: $36,072.60

1.33 12 inch PIPE (RCP CL III OR HP-STORM)

Quantity: 38 UOM: LF Price: $93.25 Total: $3,543.50

1.34 15 inch PIPE (RCP CL III OR HP-STORM)

Quantity: 81 UOM: LF Price: $89.57 Total: $7,255.17

1.35 18 inch PIPE (RCP CL III OR HP-STORM)

Quantity: 113 UOM: LF Price: $115.88 Total: $13,094.44

1.36 30 inch PIPE (RCP CL III OR HP-STORM)

Quantity: 60 UOM: LF Price: $149.09 Total: $8,945.40

1.37 36 inch PIPE (RCP CL III OR HP-STORM)

Quantity: 69 UOM: LF Price: $233.83 Total: $16,134.27

1.38 5 ft x 5 ft DROP INLET

Quantity: 1 UOM: EA Price: $6,935.30 Total: $6,935.30

1.39 12 inch HEADWALL (TXDOT SETP-PD 6:1)

Quantity: 2 UOM: EA Price: $1,671.10 Total: $3,342.20

1.40 15 inch HEADWALL (TXDOT SETP-PD 6:1)

Quantity: 4 UOM: EA Price: $1,671.10 Total: $6,684.40

1.41 18 inch HEADWALL (TXDOT SETP-PD 4:1)

Quantity: 1 UOM: EA Price: $1,946.90 Total: $1,946.90

1.42 18 inch HEADWALL (TXDOT SETP-CD 5:1)

Quantity: 1 UOM: EA Price: $2,044.25 Total: $2,044.25

1.43 18 inch HEADWALL (TXDOT SETP-CD 4:1)

Quantity: 2 UOM: EA Price: $1,961.67 Total: $3,923.34

1.44 30 inch HEADWALL (TXDOT SETP-CD 4:1)

Quantity: 2 UOM: EA Price: $2,594.74 Total: $5,189.48

1.45 36 inch HEADWALL (TXDOT SETP-CD 4:1)

Quantity: 1 UOM: EA Price: $4,808.51 Total: $4,808.51

1.46 TRENCH EXCAVATION PROTECTION (STORM SYSTEM)

Quantity: 361 UOM: LF Price: $14.16 Total: $5,111.76

Response Total: $1,840,206.74

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 22026-017
SOLICITATION NAME: COIT RD ASPHALT RECONSTRUCITON
PROJECT # R79

Bid Opening Date	January 22, 2026	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	1192
Number of Submissions:	12
Number of Non-Responsive Bids:	1
Number of Responsive Bids:	11
Number of No Bids	8
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.

Twelve responses were received. Upon review, Infinite Interspec, LLC, was deemed non-responsive. The vendor failed to submit pricing for any of the line items.

The eleven remaining responses were sent to the department and engineer of record for further review.

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

Recommended Vendor(s):	JLC Excavation LLC
Contract Term:	360 calendar days

Dawn Berry, Purchasing Director	7/31/2024
Submitted By	Date

Bid 2026-017 Coit Rd Asphalt Reconstruction				JLC Excavation, LLC		Jagoe-Public Company		Rock Solid Inc.		Reynolds Asphalt & Construction		Quality Excavation, LLC		Peachtree Construction (Luig)		Reliable Paving, Inc.		Pavecon Public Works, LP		FNH Construction LLC		Texas Materials Group, Inc.		OVERLAND CORPORATION	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1.1	MOBILIZATION (5% MAX)	1	LS	$ 75,000.00	$ 75,000.00	$ 92,500.00	$ 92,500.00	$ 60,000.00	$ 60,000.00	$ 88,285.00	$ 88,285.00	$103,000.00	$ 103,000.00	$ 90,000.00	$ 90,000.00	$100,000.00	$ 100,000.00	$ 83,687.83	$ 83,687.83	$100,000.00	$ 100,000.00	$ 121,000.00	$ 121,000.00	$ 127,295.00	$ 127,295.00
1.2	GENERAL SITE PREPARATION (INCLUDING TREE REMOVAL)	1	LS	$ 28,352.57	$ 28,352.57	$ 64,750.00	$ 64,750.00	$ 60,000.00	$ 60,000.00	$ 70,260.00	$ 70,260.00	$117,500.00	$ 117,500.00	$ 65,000.00	$ 65,000.00	$ 90,000.00	$ 90,000.00	$160,870.68	$ 160,870.68	$200,000.00	$ 200,000.00	$ 180,500.00	$ 180,500.00	$ 218,145.00	$ 218,145.00
1.3	UNCLASSIFIED STREET EXCAVATION	350	CY	$ 38.24	$ 13,384.00	$ 38.00	$ 13,300.00	$ 30.00	$ 10,500.00	$ 48.40	$ 16,940.00	$ 17.50	$ 6,125.00	$ 43.00	$ 15,050.00	$ 74.00	$ 25,900.00	$ 40.08	$ 14,028.00	$ 20.00	$ 7,000.00	$ 37.40	$ 13,090.00	$ 40.00	$ 14,000.00
1.4	EMBANKMENT (ROADWAY) (DENSITY CONTROL)	2600	CY	$ 21.00	$ 54,600.00	$ 32.00	$ 83,200.00	$ 5.00	$ 13,000.00	$ 34.55	$ 89,830.00	$ 33.50	$ 87,100.00	$ 49.00	$ 127,400.00	$ 74.00	$ 192,400.00	$ 43.87	$ 114,062.00	$ 30.00	$ 78,000.00	$ 44.85	$ 116,610.00	$ 46.00	$ 119,600.00
1.5	REMOVE EXISTING CONCRETE PAVEMENT AND DRIVEWAY (INCLUDING CURBS) (ANY THICKNESS)	82	SY	$ 116.16	$ 9,525.12	$ 125.00	$ 10,250.00	$ 31.00	$ 2,542.00	$ 86.00	$ 7,052.00	$ 18.00	$ 1,476.00	$ 43.00	$ 3,526.00	$ 50.00	$ 4,100.00	$ 101.38	$ 8,313.16	$ 20.00	$ 1,640.00	$ 39.00	$ 3,198.00	$ 40.00	$ 3,280.00
1.6	REMOVE EXISTING GRAVEL PAVEMENT AND DRIVEWAY	150	SY	$ 59.43	$ 8,914.50	$ 35.00	$ 5,250.00	$ 11.00	$ 1,650.00	$ 77.60	$ 11,640.00	$ 16.75	$ 2,512.50	$ 22.50	$ 3,375.00	$ 95.00	$ 14,250.00	$ 54.21	$ 8,131.50	$ 20.00	$ 3,000.00	$ 30.45	$ 4,567.50	$ 21.00	$ 3,150.00
1.7	REMOVE AND REPLACE EXISTING WIRE FENCE (ALLOWANCE)	500	LF	$ 23.60	$ 11,800.00	$ 12.00	$ 6,000.00	$ 18.00	$ 9,000.00	$ 17.40	$ 8,700.00	$ 24.00	$ 12,000.00	$ 25.00	$ 12,500.00	$ 22.00	$ 11,000.00	$ 5.06	$ 2,530.00	$ 5.00	$ 2,500.00	$ 17.10	$ 8,550.00	$ 2.50	$ 1,250.00
1.8	PULVERIZE, MIX WITH CEMENT & COMPACT EXISTING ROAD MATERIAL (INCLUDES EXCAVATION)	16995	SY	$ 10.79	$ 183,376.05	$ 13.75	$ 233,681.25	$ 28.00	$ 475,860.00	$ 9.65	$ 164,001.75	$ 11.50	$ 195,442.50	$ 10.00	$ 169,950.00	$ 14.35	$ 243,878.25	$ 19.12	$ 324,944.40	$ 8.00	$ 135,960.00	$ 21.05	$ 357,744.75	$ 10.70	$ 181,846.50
1.9	PORTLAND CEMENT FOR SUBGRADE TREATMENT (TYPE 1) (5%)	230	TON	$ 297.64	$ 68,457.20	$ 450.00	$ 103,500.00	$ 260.00	$ 59,800.00	$ 247.00	$ 56,810.00	$ 470.00	$ 108,100.00	$ 290.00	$ 66,700.00	$ 410.00	$ 94,300.00	$ 481.06	$ 110,643.80	$ 350.00	$ 80,500.00	$ 420.35	$ 96,680.50	$ 273.00	$ 62,790.00
1.10	6 inch FLEXBASE SUBGRADE (TXDOT ITEM 247, TY A, GRADE 1 OR 2) (INCLUDES EXCAVATION)	1713	SY	$ 29.71	$ 50,893.23	$ 14.50	$ 24,838.50	$ 24.00	$ 41,112.00	$ 25.15	$ 43,081.95	$ 22.00	$ 37,686.00	$ 46.50	$ 79,654.50	$ 32.00	$ 54,816.00	$ 34.98	$ 59,920.74	$ 20.00	$ 34,260.00	$ 24.05	$ 41,197.65	$ 43.00	$ 73,659.00
1.11	2 inch HMAC TYPE D, INLCUDING TACK COAT & PRIME COAST AS REQUIRED	18708	SY	$ 19.36	$ 362,186.88	$ 13.50	$ 252,558.00	$ 14.50	$ 271,266.00	$ 16.90	$ 316,165.20	$ 20.00	$ 374,160.00	$ 18.65	$ 348,904.20	$ 17.00	$ 318,036.00	$ 14.91	$ 278,936.28	$ 20.00	$ 374,160.00	$ 20.92	$ 391,371.36	$ 22.00	$ 411,576.00
1.12	4 inch HMAC TYPE B, INLCUDING TACK COAT & PRIME COAST AS REQUIRED	18708	SY	$ 34.38	$ 643,181.04	$ 26.00	$ 486,408.00	$ 27.00	$ 505,116.00	$ 28.50	$ 533,178.00	$ 35.50	$ 664,134.00	$ 36.25	$ 678,165.00	$ 26.70	$ 499,503.60	$ 26.54	$ 496,510.32	$ 40.00	$ 748,320.00	$ 38.43	$ 718,948.44	$ 34.65	$ 648,232.20
1.13	7 inch REINFORCED CONCRETE PAVEMENT (RESIDENTIAL STREET)	65	SY	$ 67.80	$ 4,407.00	$ 190.00	$ 12,350.00	$ 114.00	$ 7,410.00	$ 325.00	$ 21,125.00	$ 175.00	$ 11,375.00	$ 210.00	$ 13,650.00	$ 155.00	$ 10,075.00	$ 225.67	$ 14,668.55	$ 85.00	$ 5,525.00	$ 96.75	$ 6,288.75	$ 196.00	$ 12,740.00
1.14	6 inch LIME STABILIZED SUBGRADE (RESIDENTIAL STREET)	75	SY	$ 144.13	$ 10,809.75	$ 90.00	$ 6,750.00	$ 90.00	$ 6,750.00	$ 124.00	$ 9,300.00	$ 29.00	$ 2,175.00	$ 72.75	$ 5,456.25	$ 70.00	$ 5,250.00	$ 193.62	$ 14,521.50	$ 20.00	$ 1,500.00	$ 122.40	$ 9,180.00	$ 67.00	$ 5,025.00
1.15	HYDRATED LIME (36 LB/SY) (RESIDENTIAL STREET)	2	TON	$ 3,068.19	$ 6,136.38	$ 430.00	$ 860.00	$ 800.00	$ 1,600.00	$ 565.00	$ 1,130.00	$ 425.00	$ 850.00	$ 2,700.00	$ 5,400.00	$ 365.00	$ 730.00	$ 395.68	$ 791.36	$ 400.00	$ 800.00	$ 528.60	$ 1,057.20	$ 2,500.00	$ 5,000.00
1.16	6 inch REINFORCED CONCRETE PAVEMENT (RESIDENTAIL DRIVEWAY)	170	SY	$ 67.80	$ 11,526.00	$ 155.00	$ 26,350.00	$ 114.00	$ 19,380.00	$ 289.45	$ 49,206.50	$ 149.00	$ 25,330.00	$ 140.00	$ 23,800.00	$ 225.00	$ 38,250.00	$ 178.47	$ 30,339.90	$ 85.00	$ 14,450.00	$ 91.60	$ 15,572.00	$ 130.00	$ 22,100.00
1.17	6 inch FLEXBASE DRIVEWAY (TXDOT ITEM 247, TY A, GRADE 1 OR 2) W/TY II GEOGRID (INCLUDES EXCAVATION) (ALLOWANCE)	300	SY	$ 40.63	$ 12,189.00	$ 18.50	$ 5,550.00	$ 36.00	$ 10,800.00	$ 52.30	$ 15,690.00	$ 30.50	$ 9,150.00	$ 65.00	$ 19,500.00	$ 109.00	$ 32,700.00	$ 54.18	$ 16,254.00	$ 30.00	$ 9,000.00	$ 18.70	$ 5,610.00	$ 60.00	$ 18,000.00
1.19	ADJUST/RELOCATE EXISTING MAILBOX	7	EA	$ 1,250.00	$ 8,750.00	$ 1,150.00	$ 8,050.00	$ 800.00	$ 5,600.00	$ 753.00	$ 5,271.00	$ 2,385.00	$ 16,695.00	$ 1,150.00	$ 8,050.00	$ 1,800.00	$ 12,600.00	$ 2,107.61	$ 14,753.27	$ 8,500.00	$ 59,500.00	$ 1,715.00	$ 12,005.00	$ 1,069.00	$ 7,483.00
1.20	BARRICADES, SIGNS, TRAFFIC HANDLING, AND MESSAGE BOARDS	1	LS	$ 29,500.00	$ 29,500.00	$157,550.00	$ 157,550.00	$ 75,000.00	$ 75,000.00	$107,125.00	$ 107,125.00	$ 52,500.00	$ 52,500.00	$ 75,000.00	$ 75,000.00	$105,000.00	$ 105,000.00	$ 91,177.90	$ 91,177.90	$ 85,000.00	$ 85,000.00	$ 62,160.00	$ 62,160.00	$ 201,150.00	$ 201,150.00
1.21	REFL PAV MRK TY I & TY II (W) 4 inch SOLID	12815	LF	$ 0.65	$ 8,329.75	$ 0.65	$ 8,329.75	$ 0.60	$ 7,689.00	$ 0.75	$ 9,611.25	$ 0.66	$ 8,457.90	$ 0.76	$ 9,739.40	$ 0.73	$ 9,354.95	$ 2.08	$ 26,655.20	$ 1.00	$ 12,815.00	$ 1.25	$ 16,018.75	$ 0.55	$ 7,048.25
1.22	REFL PAV MRK TY I & TY II (Y) 4 inch SOLID	13593	LF	$ 0.65	$ 8,835.45	$ 0.65	$ 8,835.45	$ 0.60	$ 8,155.80	$ 0.75	$ 10,194.75	$ 0.66	$ 8,971.38	$ 0.76	$ 10,330.68	$ 0.73	$ 9,922.89	$ 2.08	$ 28,273.44	$ 1.00	$ 13,593.00	$ 1.25	$ 16,991.25	$ 0.55	$ 7,476.15
1.23	REFL PAV MRK TY I & TY II (W) 24 inch SOLID	57	LF	$ 38.35	$ 2,185.95	$ 10.00	$ 570.00	$ 36.00	$ 2,052.00	$ 43.00	$ 2,451.00	$ 38.75	$ 2,208.75	$ 44.00	$ 2,508.00	$ 11.00	$ 627.00	$ 16.86	$ 961.02	$ 20.00	$ 1,140.00	$ 20.30	$ 1,157.10	$ 32.50	$ 1,852.50
1.24	TYPE II-A-A 4 inch RAISED PAVEMENT MARKER	419	EA	$ 7.02	$ 2,941.38	$ 4.50	$ 1,885.50	$ 6.50	$ 2,723.50	$ 8.00	$ 3,352.00	$ 7.10	$ 2,974.90	$ 8.00	$ 3,352.00	$ 5.00	$ 2,095.00	$ 11.24	$ 4,709.56	$ 6.00	$ 2,514.00	$ 4.35	$ 1,822.65	$ 5.95	$ 2,493.05
1.25	INSTALL NEW SIGN AND SIGN POST ASSEMBLY	21	EA	$ 590.00	$ 12,390.00	$ 2,000.00	$ 42,000.00	$ 800.00	$ 16,800.00	$ 1,235.00	$ 25,935.00	$ 1,220.00	$ 25,620.00	$ 2,050.00	$ 43,050.00	$ 2,500.00	$ 52,500.00	$ 3,055.56	$ 64,166.76	$ 1,150.00	$ 24,150.00	$ 1,096.00	$ 23,016.00	$ 1,895.00	$ 39,795.00
1.26	PROJECT SIGN	5	EA	$ 885.00	$ 4,425.00	$ 550.00	$ 2,750.00	$ 500.00	$ 2,500.00	$ 1,370.00	$ 6,850.00	$ 581.00	$ 2,905.00	$ 750.00	$ 3,750.00	$ 550.00	$ 2,750.00	$ 730.64	$ 3,653.20	$ 1,500.00	$ 7,500.00	$ 590.00	$ 2,950.00	$ 1,500.00	$ 7,500.00
1.27	STABILIZED CONSTRUCTION ENTRANCE (25 ft X 50 ft)	4	EA	$ 3,304.00	$ 13,216.00	$ 8,100.00	$ 32,400.00	$ 3,500.00	$ 14,000.00	$ 2,381.00	$ 9,524.00	$ 6,746.00	$ 26,984.00	$ 10,500.00	$ 42,000.00	$ 3,600.00	$ 14,400.00	$ 5,718.92	$ 22,875.68	$ 3,500.00	$ 14,000.00	$ 8,275.00	$ 33,100.00	5,546.06	$ 22,184.24
1.28	STORM WATER POLLUTION PREVENTION PLAN	1	LS	$ 2,360.00	$ 2,360.00	$ 4,000.00	$ 4,000.00	$ 2,500.00	$ 2,500.00	$ 880.00	$ 880.00	$ 6,435.00	$ 6,435.00	$ 4,000.00	$ 4,000.00	$ 1,300.00	$ 1,300.00	$ 2,940.96	$ 2,940.96	$ 8,500.00	$ 8,500.00	$ 5,760.00	$ 5,760.00	$ 170,700.00	$ 170,700.00
1.29	ROCK CHECK DAM (INSTALL/MAINTAIN/REMOVE)	7	EA	$ 1,602.44	$ 11,217.08	$ 103.00	$ 721.00	$ 1,850.00	$ 12,950.00	$ 1,580.00	$ 11,060.00	$ 1,936.00	$ 13,552.00	$ 2,300.00	$ 16,100.00	$ 2,300.00	$ 16,100.00	$ 1,338.47	$ 9,369.29	$ 50.00	$ 350.00	$ 2,200.00	$ 15,400.00	$ 1,424.45	$ 9,971.15
1.30	SEDIMENT CONTROL FENCE (FURNISH/INSTALL/MOVE/MAINTAIN/REMOVE)	9949	LF	$ 5.61	$ 55,813.89	$ 4.40	$ 43,775.60	$ 4.50	$ 44,770.50	$ 2.00	$ 19,898.00	$ 2.00	$ 19,898.00	$ 5.35	$ 53,227.15	$ 2.90	$ 28,852.10	$ 2.92	$ 29,051.08	$ 6.00	$ 59,694.00	$ 2.80	$ 27,857.20	$ 4.79	$ 47,655.71
1.31	INLET PROTECTION (INSTALL/MAINTAIN/REMOVE)	1	EA	$ 472.00	$ 472.00	$ 930.00	$ 930.00	$ 900.00	$ 900.00	$ 100.00	$ 100.00	$ 161.00	$ 161.00	$ 1,150.00	$ 1,150.00	$ 89.00	$ 89.00	$ 182.52	$ 182.52	$ 150.00	$ 150.00	$ 85.40	$ 85.40	$ 489.31	$ 489.31
1.32	SEEDED CURLEX	10190	SY	$ 3.54	$ 36,072.60	$ 4.25	$ 43,307.50	$ 4.80	$ 48,912.00	$ 7.70	$ 78,463.00	$ 3.27	$ 33,321.30	$ 3.10	$ 31,589.00	$ 3.69	$ 37,601.10	$ 3.91	$ 39,842.90	$ 10.00	$ 101,900.00	$ 1.90	$ 19,361.00	$ 6.10	$ 62,159.00
1.33	12 inch PIPE (RCP CL III OR HP-STORM)	38	LF	$ 93.25	$ 3,543.50	$ 80.00	$ 3,040.00	$ 110.00	$ 4,180.00	$ 158.00	$ 6,004.00	$ 112.00	$ 4,256.00	$ 75.00	$ 2,850.00	$ 117.00	$ 4,446.00	$ 126.15	$ 4,793.70	$ 85.00	$ 3,230.00	$ 114.40	$ 4,347.20	$ 70.00	$ 2,660.00
1.34	15 inch PIPE (RCP CL III OR HP-STORM)	81	LF	$ 89.57	$ 7,255.17	$ 80.00	$ 6,480.00	$ 120.00	$ 9,720.00	$ 160.00	$ 12,960.00	$ 113.00	$ 9,153.00	$ 87.00	$ 7,047.00	$ 149.00	$ 12,069.00	$ 128.04	$ 10,371.24	$ 85.00	$ 6,885.00	$ 116.50	$ 9,436.50	$ 80.00	$ 6,480.00
1.35	18 inch PIPE (RCP CL III OR HP-STORM)	113	LF	$ 115.88	$ 13,094.44	$ 90.00	$ 10,170.00	$ 138.00	$ 15,594.00	$ 163.00	$ 18,419.00	$ 125.00	$ 14,125.00	$ 109.00	$ 12,317.00	$ 160.00	$ 18,080.00	$ 130.91	$ 14,792.83	$ 85.00	$ 9,605.00	$ 117.60	$ 13,288.80	$ 100.00	$ 11,300.00
1.36	30 inch PIPE (RCP CL III OR HP-STORM)	60	LF	$ 149.09	$ 8,945.40	$ 125.00	$ 7,500.00	$ 180.00	$ 10,800.00	$ 217.00	$ 13,020.00	$ 194.00	$ 11,640.00	$ 205.00	$ 12,300.00	$ 280.00	$ 16,800.00	$ 174.05	$ 10,443.00	$ 150.00	$ 9,000.00	$ 173.00	$ 10,380.00	$ 190.00	$ 11,400.00
1.37	36 inch PIPE (RCP CL III OR HP-STORM)	69	LF	$ 233.83	$ 16,134.27	$ 150.00	$ 10,350.00	$ 184.00	$ 12,696.00	$ 423.00	$ 29,187.00	$ 220.00	$ 15,180.00	$ 280.00	$ 19,320.00	$ 362.00	$ 24,978.00	$ 209.50	$ 14,455.50	$ 150.00	$ 10,350.00	$ 212.75	$ 14,679.75	$ 260.00	$ 17,940.00
1.38	5 ft x 5 ft DROP INLET	1	EA	$ 6,935.30	$ 6,935.30	$ 25,000.00	$ 25,000.00	$ 11,500.00	$ 11,500.00	$ 8,865.00	$ 8,865.00	$ 8,450.00	$ 8,450.00	$ 4,200.00	$ 4,200.00	$ 10,900.00	$ 10,900.00	$ 7,109.52	$ 7,109.52	$ 12,500.00	$ 12,500.00	$ 7,770.00	$ 7,770.00	$ 3,900.00	$ 3,900.00
1.39	12 inch HEADWALL (TXDOT SETP-PD 6:1)	2	EA	$ 1,671.10	$ 3,342.20	$ 1,200.00	$ 2,400.00	$ 2,000.00	$ 4,000.00	$ 1,640.00	$ 3,280.00	$ 1,450.00	$ 2,900.00	$ 975.00	$ 1,950.00	$ 3,300.00	$ 6,600.00	$ 1,314.22	$ 2,628.44	$ 1,250.00	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 900.00	$ 1,800.00
1.40	15 inch HEADWALL (TXDOT SETP-PD 6:1)	4	EA	$ 1,671.10	$ 6,684.40	$ 1,300.00	$ 5,200.00	$ 2,000.00	$ 8,000.00	$ 2,065.00	$ 8,260.00	$ 1,750.00	$ 7,000.00	$ 1,300.00	$ 5,200.00	$ 3,300.00	$ 13,200.00	$ 1,654.38	$ 6,617.52	$ 1,850.00	$ 7,400.00	$ 2,470.00	$ 9,880.00	$ 1,200.00	$ 4,800.00
1.41	18 inch HEADWALL (TXDOT SETP-PD 4:1)	1	EA	$ 1,946.90	$ 1,946.90	$ 1,300.00	$ 1,300.00	$ 2,200.00	$ 2,200.00	$ 1,595.00	$ 1,595.00	$ 1,450.00	$ 1,450.00	$ 1,250.00	$ 1,250.00	$ 6,200.00	$ 6,200.00	$ 1,275.88	$ 1,275.88	$ 2,000.00	$ 2,000.00	$ 2,780.00	$ 2,780.00	$ 1,150.00	$ 1,150.00
1.42	18 inch HEADWALL (TXDOT SETP-CD 5:1)	1	EA	$ 2,044.25	$ 2,044.25	$ 1,900.00	$ 1,900.00	$ 2,200.00	$ 2,200.00	$ 2,065.00	$ 2,065.00	$ 1,750.00	$ 1,750.00	$ 1,700.00	$ 1,700.00	$ 4,200.00	$ 4,200.00	$ 1,654.39	$ 1,654.39	$ 2,200.00	$ 2,200.00	$ 2,780.00	$ 2,780.00	$ 1,600.00	$ 1,600.00
1.43	18 inch HEADWALL (TXDOT SETP-CD 4:1)	2	EA	$ 1,961.67	$ 3,923.34	$ 1,200.00	$ 2,400.00	$ 2,200.00	$ 4,400.00	$ 1,595.00	$ 3,190.00	$ 1,425.00	$ 2,850.00	$ 1,250.00	$ 2,500.00	$ 4,200.00	$ 8,400.00	$ 1,275.89	$ 2,551.78	$ 2,200.00	$ 4,400.00	$ 2,780.00	$ 5,560.00	$ 1,200.00	$ 2,400.00
1.44	30 inch HEADWALL (TXDOT SETP-CD 4:1)	2	EA	$ 2,594.74	$ 5,189.48	$ 1,900.00	$ 3,800.00	$ 4,500.00	$ 9,000.00	$ 3,175.00	$ 6,350.00	$ 2,650.00	$ 5,300.00	$ 3,750.00	$ 7,500.00	$ 4,400.00	$ 8,800.00	$ 2,545.55	$ 5,091.10	$ 3,000.00	$ 6,000.00	$ 4,035.00	$ 8,070.00	$ 3,500.00	$ 7,000.00
1.45	36 inch HEADWALL (TXDOT SETP-CD 4:1)	1	EA	$ 4,808.51	$ 4,808.51	$ 2,200.00	$ 2,200.00	$ 5,000.00	$ 5,000.00	$ 7,405.00	$ 7,405.00	$ 5,450.00	$ 5,450.00	$ 5,900.00	$ 5,900.00	$ 6,400.00	$ 6,400.00	$ 5,884.71	$ 5,884.71	$ 3,500.00	$ 3,500.00	$ 6,821.00	$ 6,821.00	$ 5,500.00	$ 5,500.00
1.46	TRENCH EXCAVATION PROTECTION (STORM SYSTEM)	361	LF	$ 14.16	$ 5,111.76	$ 6.00	$ 2,166.00	$ 1.03	$ 371.83	$ 1.30	$ 469.30	$ 2.50	$ 902.50	$ 13.00	$ 4,693.00	$ 7.80	$ 2,815.80	$ 21.47	$ 7,750.67	$ 3.00	$ 1,083.00	$ 2.15	$ 776.15	$ 12.00	$ 4,332.00
Grand Total:					**$ 1,840,206.74**		**$ 1,867,106.55**		**$ 1,900,000.63**		**$ 1,914,179.70**		**$ 2,069,206.73**		**$ 2,120,604.18**		**$ 2,172,269.69**		**$ 2,173,187.08**		**$ 2,268,074.00**		**$2,430,419.90**		**$2,597,908.06**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1410229

Date Filed:
01/20/2026

Date Acknowledged:
02/23/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

JLC Excavation, LLC
Canton, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Celina, Tx

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23-007553
Asphalt Reconstruction

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Kimberly Brawner, Assistant City Manager
CC:
Date: March 10, 2026

Agenda Item:
Consider and act to award Bid 2026-021 for the reconstruction of Oklahoma Drive from E. Pecan Street to E. Malone Street to SYB Construction, in the amount of $2,295,687.76 plus a ten percent (10%) contingency in the amount of $229,568.77 for a total amount not to exceed $2,525,256.53. (Brawner)

Background Information:
Oklahoma Drive from E. Pecan Street to E. Malone Street is experiencing deteriorating surface conditions and drainage issues. City Council awarded the design contract to Kimley-Horn on June 13, 2023, to improve the roadway surface. City engineering staff held a public meeting at 30% design on January 17, 2024, to receive input from residents and businesses. The project involves reconstructing approximately 1,000 linear feet of an existing 22-foot-wide asphalt road into a 24-foot-wide concrete-curbed road with parallel parking. The project also includes the addition of an enclosed drainage system under Oklahoma Drive with curb inlets to improve drainage conditions, and the reconstruction of the Oklahoma Drive and E. Malone intersection.

After City Council approves the contract, staff will work with the contractor to schedule a public meeting for area residents and businesses to discuss and coordinate the project before construction starts.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Agreement
4. Agenda Recap

5. Bid Tab
6. Form 1295

Financial Consideration:
Funding is available through roadway impact fees, road capital recovery funds, and bond funds. Expenditures will not exceed funds appropriated, and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends awarding the bid as presented.



Oklahoma Dr

Pecan to Malone

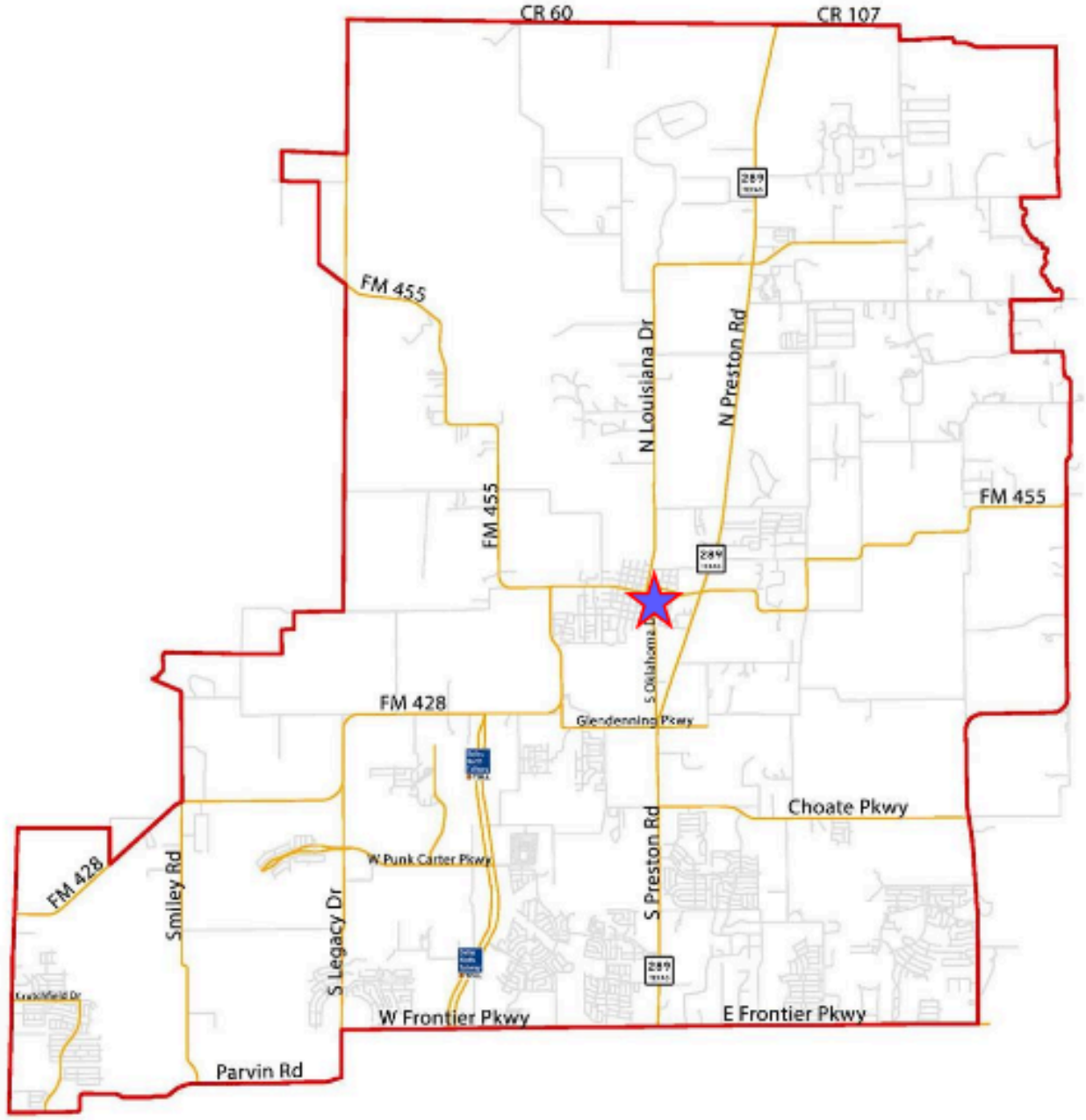
Bid 2026-021

March 10, 2026

Kimberly Brawner, P.E., PTOE

Assistant City Manager

Location Map



Background

- ☆ June 13, 2023 - Council awarded the design contract for Oklahoma Dr from Pecan St to Malone St Reconstruction to Kimley-Horn
- ☆ January 17, 2024 - Public meeting held at 30% design to receive input from residents and businesses
- ☆ February 12, 2026 - City received responses to the sealed proposal 2026-021 for construction of improvements
- ☆ Bid invitation was advertised in the local paper and posted on the City's eProcurement system and one thousand six hundred fifteen (1615) vendors were notified
- ☆ Ten (10) bids were received and an initial review was completed by the Purchasing Department to verify submissions met the minimum requirements
- ☆ Upon receiving positive feedback from vendor's references, staff recommended SBY Construction as the lowest responsible bidder

Scope of Work

A | Reconstructing approximately 1,000 linear feet of an existing 22-foot-wide asphalt road to a 24-foot-wide concrete curbed road with parallel parking.

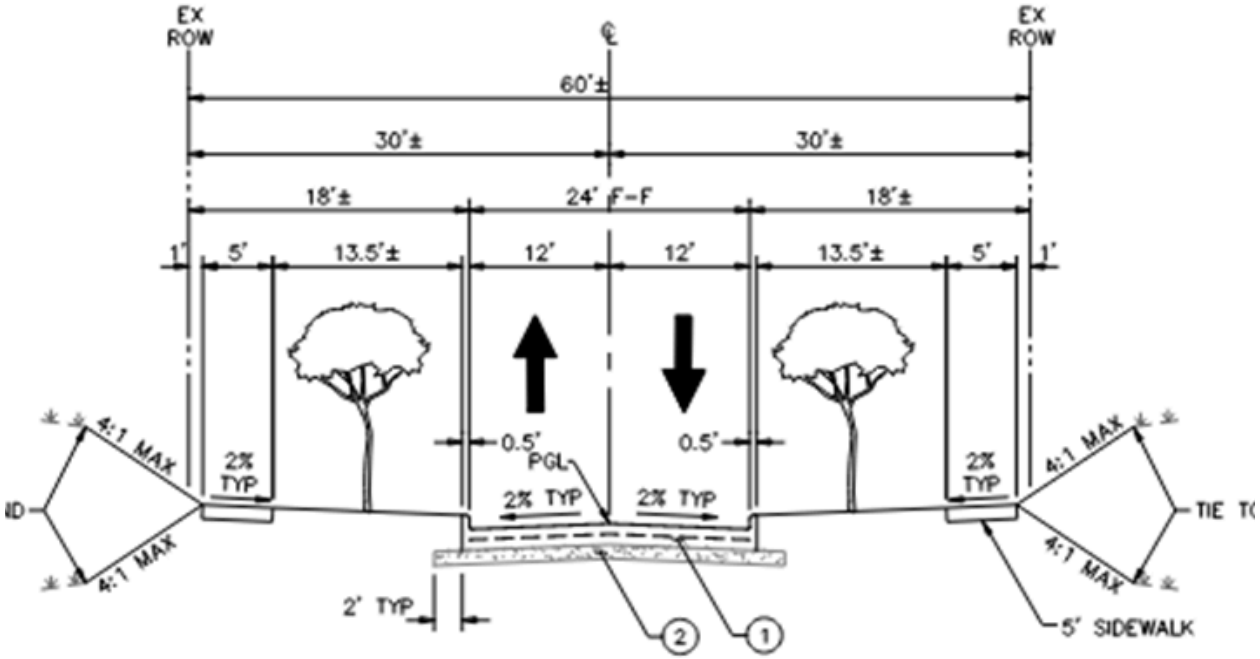
B | Project limits: From Pecan St to Malone St

C | Addition of 5 foot sidewalks on each side of Oklahoma Dr with landscaping, and irrigation.

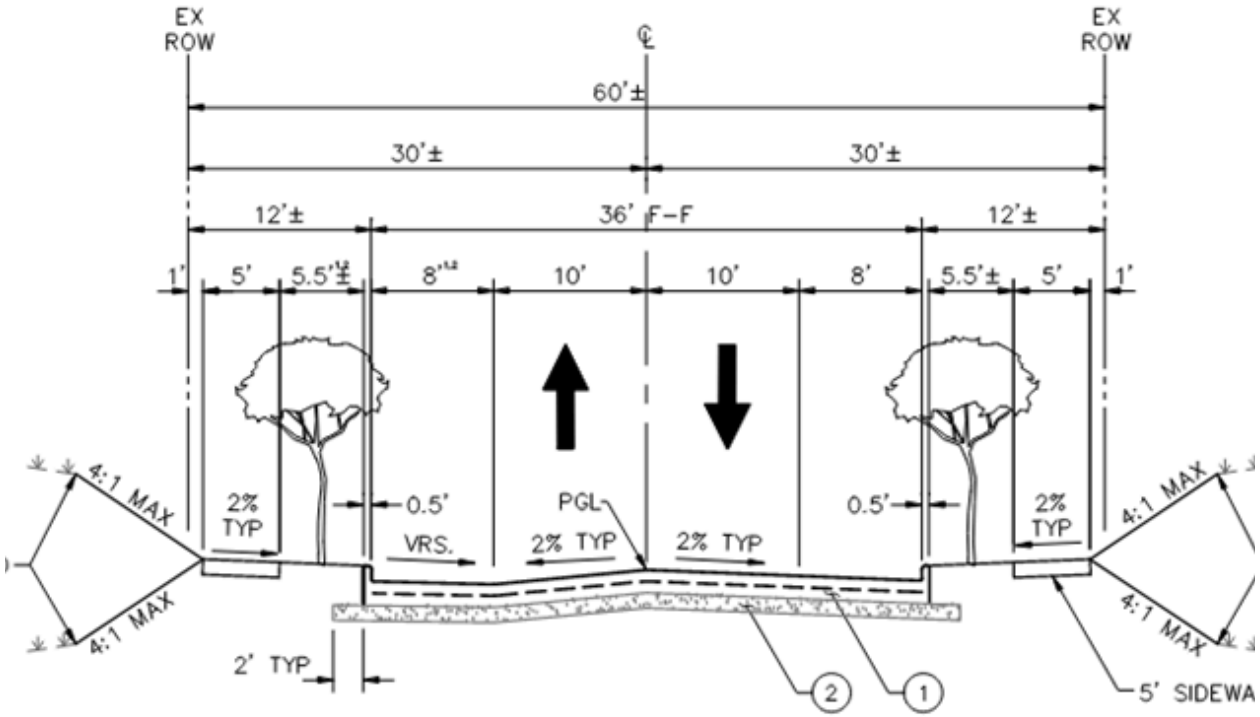
D | Drainage improvements including curb inlets and storm drainage lines



Typical Street Sections

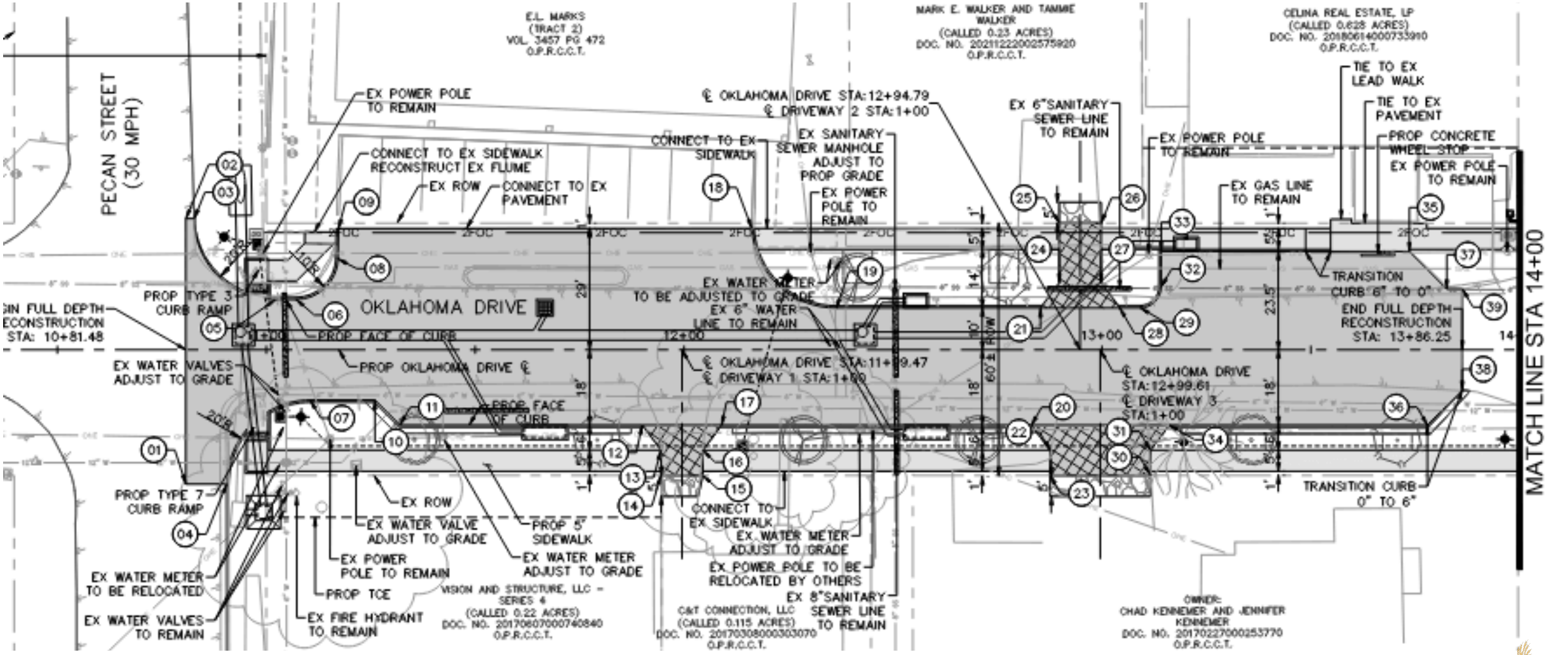


PROPOSED OKLAHOMA DRIVE
FULL WIDTHOUT PARKING

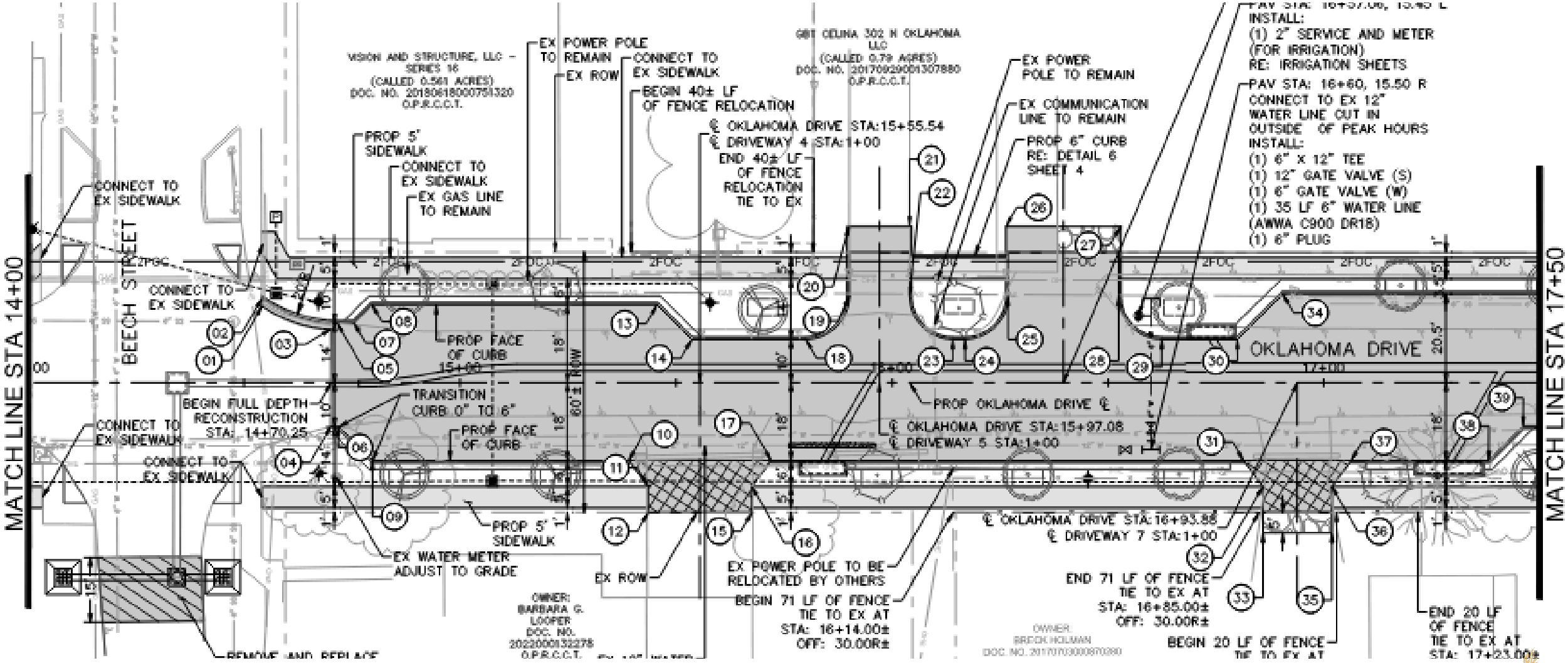


PROPOSED OKLAHOMA DRIVE
FULL WIDTH PARKING

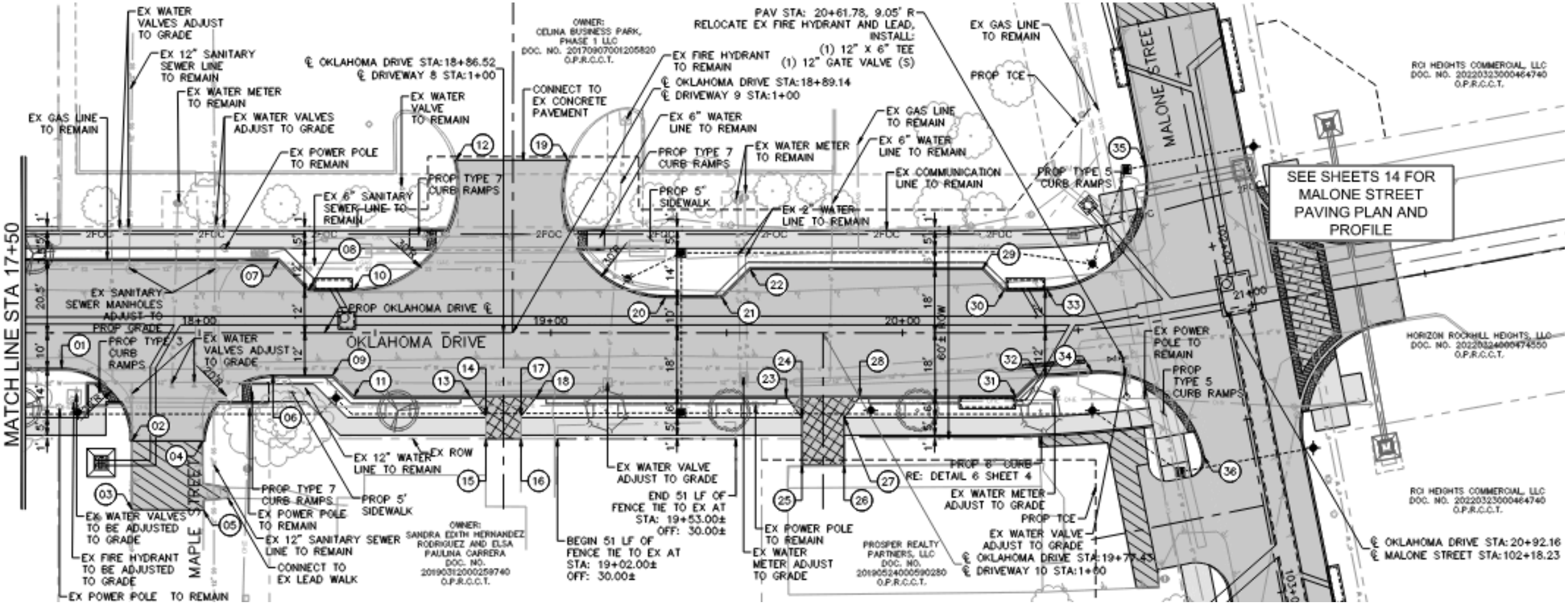
Paving Plan (1/3)



Paving Plan (2/3)



Paving Plan (3/3)



Bid 2026-017

Responding Supplier	Response Total
SYB CONSTRUCTION	$2,295,687.76
Vlex construction LLC	$2,385,057.00
GRod Construction, LLC (GRod	$2,438,038.50
Apple Pavement Services	$2,491,200.00
FNH Construction LLC	$2,520,135.40
Quality Excavation, LLC	$2,712,122.88
La Banda, LLC	$2,743,850.25
McMahon Contracting LP	$2,798,037.20
Pavecon Public Works, LP	$3,106,225.56
A&D Paving LLC	$3,343,589.50

A | Recommend award to: SYB Construction

B | Contract Days: 300

C | Opinion of Probable Construction Cost (OPCC): $2,895,292

D | Bid Price: $2,295,687.76

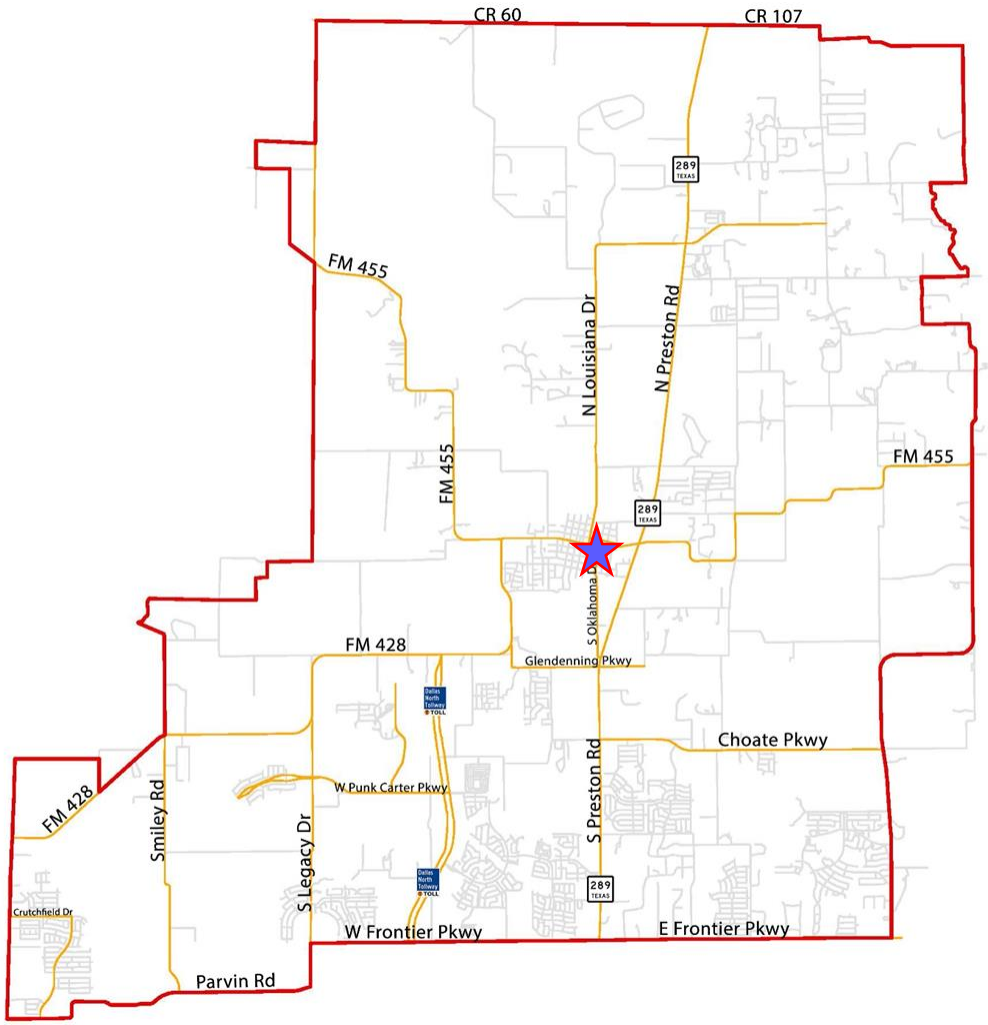
E | 10% Contingency: $229,568.77

F | Total Not to Exceed: **$2,525,256.53**



Thank You!

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 SYB Construction Co Inc. (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
Oklahoma Dr Improvements
Bid 2026-021

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:

Oklahoma Drive from Pecan Street to Malone Street, includes, grading, paving, internal storm drain, inlets, headwalls, street lighting, pavement markings, signing, irrigation, and landscaping.

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 270 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 300 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

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penalty), CONTRACTOR shall pay OWNER $2000 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER $500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: **$2,295,687.76**

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

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

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

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

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

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

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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 effective once signed by both parties.

CITY OF CELINA, TEXAS	**CONTRACTOR**
	DocuSigned by: Brian Wood A2CB45EFAA61436...
Signature	**Signature**
	Brian Wood
Printed Name & Title	Printed Name & Title
	2/19/2026
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**	1017 S. FM 157 Venus United States Texas 76084

EJCDC® C-410, Bid Form for Construction Contract.
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2026-021
SYB CONSTRUCTION
Supplier Response

Event Information

Number: 2026-021
Title: Oklahoma Dr Improvements
Type: Invitation to Bid
Issue Date: 1/16/2026
Deadline: 2/12/2026 10:30 AM (CT)
Notes: The construction project includes:

Oklahoma Drive from Pecan Street to Malone Street, includes, grading, paving, internal storm drain, inlets, headwalls, street lighting, pavement markings, signing, irrigation, and landscaping.

Budget Estimate: $2.6 Million

To register for the virtual bid opening please click HERE

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

Docusign Envelope ID: 0C5A3254-1F48-434E-BF85-B95D556466C6

Contact Information

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

SYB CONSTRUCTION Information

Contact: RANDY BENNETT
Address: 421 COMPTON AVE
IRVING, TX 75061
Phone: (972) 399-1066
Fax: (972) 399-1586
Email: ESTIMATING@SYBCONSTRUCTION.COM
Web Address: www.sybconstruction.com

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

BRIAN WOOD
Signature

BWOOD@SYBCONSTRUCTION.COM
Email

Submitted at 2/12/2026 09:29:22 AM (CT)

Requested Attachments

Bid Bond — BID BOND.pdf

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

W9 — W-9.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 — CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE.pdf

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

00-410 Experience Record — EXPERIENCE RECORD 2.pdf

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

CIQ - Conflict of Interest — CONFLICT OF INTEREST.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 — CERTIFICATE OF INTERESTED PARTIES 1295.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 — CONTRACTOR COMPLIANCE TO STATE LAW.pdf

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

Bid Attributes

1 Bond Requirements

Bid Bond: Each Proposal submitted shall be accompanied a Bid Bond, in the amount of 5% of the bid total, from a reliable surety as a guarantee that, if awarded the contract, the Proposer will execute a Construction Agreement with the City, including all required bonds and other documents.

1. A copy of the bond shall be uploaded; **and**
2. The original must be submitted, upon request, to Purchasing within 3 business days.

Payment and Performance Bonds: Payment and Performance Bonds, for the performance of the Work and for payment of those who provide labor or materials, will be required within 10 days after Construction Manager and City execute the Contract. The Payment Bond shall be in an amount equal to 100% of the total bid award; and the Performance Bond shall be in an amount equal to 100% of the total bid award.

1. A payment bond will be required in the event the contract amount exceeds $50,000
2. A performance bond will be required in the event the contract amount exceeds $100,000

Maintenance Bond: The successful firm shall furnish a Maintenance Bond in the amount of 100% of the contract sum covering defects of material and workmanship for **two** calendar years following the City's approval and acceptance of the construction.

All bonds must be written by an approved surety company, licensed in the State of Texas and shall issue all bonds in accordance with Texas law.

☑ I agree to provide the required bonds

2 Mobilization

Mobilization shall be subsidiary to the contract line items

3 Substantial Completion

Substantial Completion = 270 calendar days

☑ Acknowledge

4 Completion - Ready for Final Payment

Completion = 300 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.

SYB CONSTRUCTION AGREES TO MAKING PAYMENTS TO ALL SUBCONSTRACTORS WITHIN 10 CD AFTER RECEIPT OF PAYMENT FROM THE CITY.

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

BRIAN WOOD, VP

15 **Contact Person Phone**

(972) 399-1066

16 **Contact Person Email**

bwood@sybconstruction.com

17 **Main Office Location**

1017 S FM 157VENUS, TX 76084

18 **Years in Business**

40

19 **Office Location**

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

1017 S FM 157 VENUS, TX 76084

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.

BRIAN WOOD

22 Binding Official Email Address

BWOOD@SYBCONSTRUCTION.COM

23 Licensing

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

n/a

24 SB 252

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

☑ I certify that the statement is accurate and true.

25 HB 89 ISRAEL

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

☑ I certify that the statement is accurate and true.

26 SB 13 Boycotting Energy Companies

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

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

☑ I certify that the statement is accurate and true.

27 SB 19 Firearm and ammunition industries

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

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

☑ I certify that the statement is accurate and true.

28 Felony Conviction

State in the space provided one of the following:

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

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

29 Risk 1: Taxes - Local

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

yes

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

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

yes

31 **Risk 3: Audit/Investigation**

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

NO

32 **Risk 4: Debarrment**

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

NO

33 **Risk 5: Bonding**

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

NO

34 **Risk 6: Licensing**

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

NO

35 **Risk 7 Contract Default**

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

NO

36 **Risk 8 Contract Termination**

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

NO

37 **Risk 9 Claims and Suits**

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

NO

38 **Risk 10 Claims and Suits**

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

NO

39

Risk 11 Claims and Suits

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

NO

40

Sub-Contractor Payments

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

Provide a statement that you agree to this requirement.

SYB Construction, agrees to making payments to all subcontractor within ten calendar days after receipt of payment from the city.

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)

Acknowledged and Agreed

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.

Acknowledged and Agreed

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 768408

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 **System Access Disclaimer**

It is the sole responsibility of the vendor to ensure timely access to the eProcurement system. The City is not responsible for any technical issues, system outages, connectivity problems, or other circumstances that may prevent timely submission of a response. Vendors are strongly encouraged to submit their responses well in advance of the deadline. Late submissions will not be accepted, regardless of the cause.

☑ I acknowledge and accept the disclaimer

51 **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**

Roadway

Quantity: 1 Total: $939,906.19

Package Items

1.1 GENERAL SITE PREPARATION (INCLUDING TREE REMOVAL)

Quantity: 1 UOM: LS Price: $85,100.00 Total: $85,100.00

1.2 UNCLASSIFIED STREET EXCAVATION

Quantity: 2553 UOM: CY Price: $38.00 Total: $97,014.00

1.3 EMBANKMENT (ROADWAY) (DENSITY CONTROL)

Quantity: 268 UOM: CY Price: $50.00 Total: $13,400.00

1.4 SAWCUT, REMOVE EXISTING CONCRETE PAVEMENT (INCLUDING CURBS) (ANY THICKNESS)

Quantity: 622 UOM: SY Price: $12.00 Total: $7,464.00

1.5 REMOVE EXISTING ASPHALT PAVEMENT (UP TO 8 inch THICK)

Quantity: 3457 UOM: SY Price: $12.00 Total: $41,484.00

1.6 REMOVE EXISTING GRAVEL PAVEMENT AND DRIVEWAY

Quantity: 356 UOM: SY Price: $6.00 Total: $2,136.00

1.7 SAWCUT, REMOVE EXISTING SIDEWALKS AND RAMPS

Quantity: 114 UOM: SY Price: $9.00 Total: $1,026.00

1.8 REMOVE EXISTING FENCE

Quantity: 142 UOM: LF Price: $10.00 Total: $1,420.00

1.9 REMOVE FIRE HYDRANT ASSEMBLY

Quantity: 1 UOM: EA Price: $400.00 Total: $400.00

1.10 REMOVE EXISTING RIPRAP

Quantity: 54 UOM: SY Price: $10.00 Total: $540.00

1.11 REMOVE EX DRAINAGE STRUCTURE (INLET, HEADWALL, MANHOLE)

Quantity: 4 UOM: EA Price: $1,000.00 Total: $4,000.00

1.12 6 inch LIME STABILIZED SUBGRADE

Quantity: 4478 UOM: SY Price: $8.00 Total: $35,824.00

1.13 HYDRATED LIME (36 LB/SY)

Quantity: 81 UOM: TON Price: $350.00 Total: $28,350.00

1.14 9 inch REINFORCED CONCRETE PAVEMENT W/ 6 inch MONO CURB (STREET) (CLASS P1 OR P2)

Quantity: 3914 UOM: SY Price: $80.00 Total: $313,120.00

1.15 9 inch REINFORCED CONCRETE PAVEMENT W/ 6 inch MONO CURB (WELCOME MAT) (CLASS P1 OR P2)

Quantity: 64 UOM: SY Price: $80.00 Total: $5,120.00

1.16 4 inch REINFORCED CONCRETE PAVEMENT (SIDEWALK 5FT) (CLASS A) (INCLUDING 6 inch CURB)

Quantity: 990 UOM: SY Price: $68.00 Total: $67,320.00

1.17 6 inch REINFORCED CONCRETE PAVEMENT (RESIDENTAIL DRIVEWAY)

Quantity: 182 UOM: SY Price: $90.00 Total: $16,380.00

1.18 9 inch REINFORCED CONCRETE PAVEMENT (COMMERCIAL DRIVEWAY)

Quantity: 691 UOM: SY Price: $105.00 Total: $72,555.00

1.19 REINFORCED CONCRETE STREET HEADER

Quantity: 89 UOM: LF Price: $15.00 Total: $1,335.00

1.20 REINFORCED CONCRETE WHEEL STOP

Quantity: 1 UOM: EA Price: $224.25 Total: $224.25

1.21 BARRIER FREE RAMP W/ TRUNCATED DOMES (5 ft WIDE) (TYPE 3)

Quantity: 1 UOM: EA Price: $3,000.00 Total: $3,000.00

1.22 BARRIER FREE RAMP W/ TRUNCATED DOMES (5 ft WIDE) (TYPE 5) (AT MALONE STREET)

Quantity: 4 UOM: EA Price: $3,000.00 Total: $12,000.00

1.23 BARRIER FREE RAMP W/ TRUNCATED DOMES (5 ft WIDE) (TYPE 7)

Quantity: 3 UOM: EA Price: $3,000.00 Total: $9,000.00

1.24 2 inch HMAC TYPE D, INLCUDING TACK COAT & PRIME COAST AS REQUIRED

Quantity: 410 UOM: SY Price: $30.00 Total: $12,300.00

1.25 4 inch HMAC TYPE B, INLCUDING TACK COAT & PRIME COAST AS REQUIRED

Quantity: 410 UOM: SY Price: $52.00 Total: $21,320.00

1.26 6 inch FLEXBASE (TXDOT ITEM 247, TY A, GRADE 1 OR 2) (DRIVEWAY)

Quantity: 43 UOM: SY Price: $25.00 Total: $1,075.00

1.27 BARRICADES, SIGNS, TRAFFIC HANDLING, AND MESSAGE BOARDS

Quantity: 1 UOM: LS Price: $30,000.00 Total: $30,000.00

1.28 REFL PAV MRK TY I & TY II (W) 4 inch SOLID

Quantity: 753 UOM: LF Price: $1.90 Total: $1,430.70

1.29 REFL PAV MRK TY I & TY II (W) 12 inch SOLID

Quantity: 20 UOM: LF Price: $12.65 Total: $253.00

1.30 REFL PAV MRK TY I & TY II (W) 24 inch SOLID

Quantity: 418 UOM: LF Price: $17.25 Total: $7,210.50

1.31 INSTALL NEW SIGN AND SIGN POST ASSEMBLY

Quantity: 8 UOM: EA Price: $1,524.33 Total: $12,194.64

1.32 PERMANENT FENCE (RELOCATE/STORE/INSTALL)

Quantity: 142 UOM: LF Price: $75.00 Total: $10,650.00

1.33 PROJECT SIGN

Quantity: 4 UOM: EA Price: $500.00 Total: $2,000.00

1.34 STABILIZED CONSTRUCTION ENTRANCE (25 ftX50 ft) (ALLOWANCE)

Quantity: 2 UOM: EA Price: $2,000.00 Total: $4,000.00

1.35 STORM WATER POLLUTION PREVENTION PLAN

Quantity: 1 UOM: LS Price: $10,000.00 Total: $10,000.00

1.36 ROCK CHECK DAM (INSTALL/MAINTAIN/REMOVE)

Quantity: 1 UOM: EA Price: $1,200.00 Total: $1,200.00

1.37 SEDIMENT CONTROL FENCE (FURNISH/INSTALL/MOVE/MAINTAIN/REMOVE)

Quantity: 2214 UOM: LF Price: $2.15 Total: $4,760.10

1.38 INLET PROTECTION (INSTALL/MAINTAIN/REMOVE)

Quantity: 22 UOM: EA Price: $150.00 Total: $3,300.00

2 Package Header

Drainage

Quantity: 1 Total: $436,655.00

Package Items

2.1 12 inch DRAINAGE PIPE (RCP CLASS IV OR EQUIV HP PIPE) (SYSTEM A)

Quantity: 55 UOM: LF Price: $83.00 Total: $4,565.00

2.2 18 inch DRAINAGE PIPE (RCP CLASS III OR EQUIV HP PIPE)

Quantity: 460 UOM: LF Price: $96.00 Total: $44,160.00

2.3 18 inch DRAINAGE PIPE (RCP CLASS IV OR EQUIV HP PIPE) (SYSTEM A)

Quantity: 160 UOM: LF Price: $98.00 Total: $15,680.00

2.4 24 inch DRAINAGE PIPE (RCP CLASS III OR EQUIC HP PIPE)

Quantity: 226 UOM: LF Price: $117.00 Total: $26,442.00

2.5 30 inch DRAINAGE PIPR (RCP CLASS III OR EQUIV HP PIPE)

Quantity: 283 UOM: LF Price: $156.00 Total: $44,148.00

2.6 36 inch DRAINAGE PIPR (RCP CLASS III OR EQUIV HP PIPE)

Quantity: 45 UOM: LF Price: $202.00 Total: $9,090.00

2.7 48 inch DRAINAGE PIPE (RCP CLASS III OR EQUIV HP PIPE)

Quantity: 32 UOM: LF Price: $299.00 Total: $9,568.00

2.8 28.5 inch X 18 inch ARCH PIPE CONCRETE CLASS IV

Quantity: 190 UOM: LF Price: $236.00 Total: $44,840.00

2.9 5 ftx4 ft RCB

Quantity: 108 UOM: LF Price: $469.00 Total: $50,652.00

2.10 4 inch POLYPROPYLENE DRAIN LINE

Quantity: 7 UOM: LF Price: $20.00 Total: $140.00

2.11 5 ft STANDARD CURB INLET

Quantity: 2 UOM: EA Price: $4,500.00 Total: $9,000.00

2.12 10 ft STANDARD CURB INLET

Quantity: 8 UOM: EA Price: $7,000.00 Total: $56,000.00

2.13 15 ft STANDARD CURB INLET

Quantity: 2 UOM: EA Price: $10,000.00 Total: $20,000.00

2.14 20 ft STANDARD CURB INLET

Quantity: 1 UOM: EA Price: $15,000.00 Total: $15,000.00

2.15 3 ftX3 ft TXDOT PB AND FG LID

Quantity: 3 UOM: EA Price: $5,000.00 Total: $15,000.00

2.16 3 ftX3 ft TXDOT PB AND SFG LID

Quantity: 1 UOM: EA Price: $5,000.00 Total: $5,000.00

2.17 3 ftX3 ft TXDOT PB AND PAZD LID

Quantity: 1 UOM: EA Price: $5,000.00 Total: $5,000.00

2.18 3 ft TYPE G-1 GRATE INLET

Quantity: 1 UOM: EA Price: $5,000.00 Total: $5,000.00

2.19 5 ftx5 ft DROP INLET

Quantity: 1 UOM: EA Price: $6,000.00 Total: $6,000.00

2.20 3 ftx3 ft JUNCTION BOX

Quantity: 2 UOM: EA Price: $5,000.00 Total: $10,000.00

2.21 4 ftx4 ft JUNCTION BOX

Quantity: 3 UOM: EA Price: $5,000.00 Total: $15,000.00

2.22 11.5 ftx8 ft JUNCTION BOX

Quantity: 1 UOM: EA Price: $12,000.00 Total: $12,000.00

2.23 TXDOT SET PD-A (28.5 inch X 18 inch ARCH PIPE) (SYSTEM A)

Quantity: 1 UOM: EA Price: $7,500.00 Total: $7,500.00

2.24 CONNECT TO EX PIPE (ALL SIZES)

Quantity: 5 UOM: EA Price: $750.00 Total: $3,750.00

2.25 TRENCH EXCAVATION PROTECTION (STORM SYSTEM)

Quantity: 1560 UOM: LF Price: $2.00 Total: $3,120.00

3 Package Header

Waste Water

Quantity: 1 Total: $8,100.00

Package Items

3.1 ADJUST EXISTING WASTEWATER MANHOLE TO FINISHED GRADE (INCLUDES NEW SECTIONS)

Quantity: 3 UOM: EA Price: $1,500.00 Total: $4,500.00

3.2 3000 PSI CONCRETE ENCASEMENT (EX SANITARY SYSTEM)

Quantity: 60 UOM: LF Price: $60.00 Total: $3,600.00

4 Package Header

Water

Quantity: 1 Total: $58,925.00

Package Items

4.1 FURNISH AND INSTALL 6 inch AWWA C900 DR 14 PVC WATER LINE BY OPEN CUT

Quantity: 35 UOM: LF Price: $150.00 Total: $5,250.00

4.2 3000 PSI CONCRETE ENCASEMENT (WATER LINE)

Quantity: 80 UOM: LF Price: $60.00 Total: $4,800.00

4.3 FURNISH AND INSTALL 6 inch GATE VALVE

Quantity: 1 UOM: EA Price: $2,200.00 Total: $2,200.00

4.4 FURNISH AND INSTALL 12 inch GATE VALVE

Quantity: 1 UOM: EA Price: $5,000.00 Total: $5,000.00

4.5 FURNISH AND INSTALL FIRE HYDRANT

Quantity: 1 UOM: EA Price: $6,000.00 Total: $6,000.00

4.6 ADJUST EXISTING FIRE HYDRANT TO FINISHED GRADE

Quantity: 2 UOM: EA Price: $750.00 Total: $1,500.00

4.7 TRENCH EXCAVATION PROTECTION (WATER SYSTEM)

Quantity: 35 UOM: LF Price: $5.00 Total: $175.00

4.8 INSTALL WATER METER AND SERVICE LINE (2 inch) (CONNECT TO WATER LINE)

Quantity: 1 UOM: EA Price: $3,000.00 Total: $3,000.00

4.9 EXISTING WATER METER AND SERVICE LINE ADJUSTMENT & RESTORATION

Quantity: 1 UOM: LS Price: $2,000.00 Total: $2,000.00

4.10 CONNECT TO EXISTING WATER LINE

Quantity: 2 UOM: EA Price: $4,500.00 Total: $9,000.00

4.11 EX WATER MAIN ADJUSTEMENT (LOWERING / RAISING)

Quantity: 2 UOM: EA Price: $10,000.00 Total: $20,000.00

5 Package Header

Illumination

Quantity: 1 Total: $680,745.90

Package Items

5.1 DRILL SHAFT (RDWY ILL POLE) (6 FEET LN X 30 INCHES DIA)

Quantity: 96 UOM: LF Price: $431.25 Total: $41,400.00

5.2 ILLUMINATION CONDT (PVC) (SCHD 40) (2 inch) - TRENCH

Quantity: 3040 UOM: LF Price: $24.15 Total: $73,416.00

5.3 ILLUMINATION CONDT (PVC) (SCHD 40) (2 inch) - BORE

Quantity: 270 UOM: LF Price: $36.80 Total: $9,936.00

5.4 ELECTRIC CONDR (NO. 8) BARE

Quantity: 3310 UOM: LF Price: $3.34 Total: $11,055.40

5.5 ELECTRIC CONDR (NO. 8) INSULATED

Quantity: 7100 UOM: LF Price: $3.39 Total: $24,069.00

5.6 ELECTRICAL GROUND BOX TY A (122311) W / SHARED APRON

Quantity: 20 UOM: EA Price: $2,127.50 Total: $42,550.00

5.7 ELECTRICAL SERVICE TYPE A (240/480)60(NS)AL(E)PS(U)

Quantity: 1 UOM: EA Price: $12,477.50 Total: $12,477.50

5.8 ELECTRICAL SERVICE TYPE D (120/240)60(NS)AL(E)PS(U)

Quantity: 1 UOM: EA Price: $12,477.50 Total: $12,477.50

5.9 LUMINAIRE LED FIXTURE AND POLE ASSEMBLY

Quantity: 18 UOM: EA Price: $20,843.75 Total: $375,187.50

5.10 FIBER CONDT (PVC) (SCHD 40) (2 inch) - TRENCH

Quantity: 1920 UOM: LF Price: $24.15 Total: $46,368.00

5.11 FIBER CONDT (PVC) (SCHD 40) (2 inch) - BORE

Quantity: 130 UOM: LF Price: $36.80 Total: $4,784.00

5.12 FIBER GROUND BOX FC-5 (24X36X36) W/ APRON

Quantity: 4 UOM: EA Price: $6,756.25 Total: $27,025.00

6 Package Header

Landscape

Quantity: 1 Total: $117,922.95

Package Items

6.1 SOD (ROLL MIN. 24 inch WIDE) (BERMUDA SOD)

Quantity: 26756 UOM: SF Price: $1.00 Total: $26,756.00

6.2 4 inch TOPSOIL (BERMUDA SOD) (PARKWAY)

Quantity: 330 UOM: CY Price: $60.00 Total: $19,800.00

6.3 TREE, 3 inch CAL (CRAPE MYRTLE) (ORNAMENTAL TREE)

Quantity: 9 UOM: EA Price: $1,368.50 Total: $12,316.50

6.4 TREE, 3 inch CAL (MEXICAN BUCKEYE) (ORNAMENTAL TREE)

Quantity: 9 UOM: EA Price: $1,368.50 Total: $12,316.50

6.5 TREE, 3 inch CAL (OKLAHOMA TEXAS REDBUD) (ORNAMENTAL TREE)

Quantity: 9 UOM: EA Price: $1,449.00 Total: $13,041.00

6.6 AZTEC GRASS, 1 GAL (GROUNDCOVER)

Quantity: 139 UOM: EA Price: $16.10 Total: $2,237.90

6.7 VARIGATED LILY TURF, 1 GAL (GROUNDCOVER)

Quantity: 52 UOM: EA Price: $16.10 Total: $837.20

6.8 MONROE WHITE LIRIOPE, 1 GAL (GROUNDCOVER)

Quantity: 141 UOM: EA Price: $17.25 Total: $2,432.25

6.9 ASIATIC JASMINE, 1 GAL (GROUNDCOVER)

Quantity: 116 UOM: EA Price: $9.20 Total: $1,067.20

6.10 DECOMPOSED GRANITE (4 inch DEPTH)

Quantity: 25 UOM: CY Price: $278.30 Total: $6,957.50

6.11 12 inch MIX COMPOST AT A PLANTING AREA

Quantity: 27 UOM: CY Price: $78.20 Total: $2,111.40

6.12 FILTER FABRIC

Quantity: 2055 UOM: SF Price: $0.75 Total: $1,541.25

6.13 STEEL EDGING

Quantity: 1305 UOM: LF Price: $12.65 Total: $16,508.25

7 Package Header

Irrigation

Quantity: 1 Total: $53,432.72

Package Items

7.1 IRRIGATION (PLANTING) (DRIP)

Quantity: 711 UOM: SF Price: $3.22 Total: $2,289.42

7.2 IRRIGATION (TREE) (BUBBLER)

Quantity: 27 UOM: EA Price: $92.00 Total: $2,484.00

7.3 IRRIGATION (TURF) (SPRAYS)

Quantity: 7560 UOM: SF Price: $1.27 Total: $9,601.20

7.4 IRRIGATION CONTROLER AND ASSOCIATED CONTROL EQUIPMENT

Quantity: 1 UOM: EA Price: $4,450.50 Total: $4,450.50

7.5 IRRIGATION BACKFLOW DEVICE

Quantity: 1 UOM: EA Price: $3,059.00 Total: $3,059.00

7.6 IRRIGATION CONDT (PVC) (SCHD 40)

Quantity: 840 UOM: LF Price: $12.65 Total: $10,626.00

7.7 IRRIGATION VALVES AND ASSOCIATED CONNECTION TO THE IRRIGATION CONTROLLER

Quantity: 10 UOM: EA Price: $621.00 Total: $6,210.00

7.8 6 inch IRRIGATION SLEEVING BORING UNDER BEECH STREET

Quantity: 104 UOM: LF Price: $18.40 Total: $1,913.60

7.9 TEMPORARY IRRIGATION

Quantity: 19196 UOM: SF Price: $0.25 Total: $4,799.00

7.10 PRIVATE IRRIGATION ADJUSTMENT & RESTORATION (ADJACENT PROPERTIES)

Quantity: 1 UOM: LS Price: $8,000.00 Total: $8,000.00

Response Total: $2,295,687.76

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2026-021
SOLICITATION NAME: Oklahoma Dr Improvements
PROJECT #: R63

Bid Opening Date	2/12/26	Bid Opening Time:	10:30 AM

Number of Invitations Sent/Vendors Notified:	1212
Number of Submissions:	10
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	2
Number of No Bids	8
Did any vendor apply for Local Preference? (Y/N)	No

Review/Evaluation:
An initial review was completed by Purchasing to determine the responsiveness of each bidder. All responses were deemed responsive.

The ten responses were sent to the department and engineer of record for further review.

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

Recommended Vendor(s):	SYB Construction
Contract Term:	300 calendar days

Ryan Quigley, Purchasing Agent	2/19/26
Submitted By	Date

Owner: **City of Celina**
Job No.: **064542436**
Project: **Oklahoma Drive Improvements - R63**
Date: **February 17, 2026**

Item No.	Item Description	Quantity	Unit	BIDDER 1 SYB Construction Irving TX Unit Price	BIDDER 1 Item Cost	BIDDER 2 Vlex Construction LLC Greenville TX Unit Price	BIDDER 2 Item Cost	BIDDER 3 GRod Construction, LLC Boyd TX Unit Price	BIDDER 3 Item Cost
BASE BID - ROADWAY									
1.1	GENERAL SITE PREPARATION (INCLUDING TREE REMOVAL)	1	LS	$85,100.00	$85,100.00	$161,000.00	$161,000.00	$90,000.00	$90,000.00
1.2	UNCLASSIFIED STREET EXCAVATION	2,553	CY	$38.00	$97,014.00	$21.00	$53,613.00	$30.00	$76,590.00
1.3	EMBANKMENT (ROADWAY) (DENSITY CONTROL)	268	CY	$50.00	$13,400.00	$18.00	$4,824.00	$40.00	$10,720.00
1.4	SAWCUT, REMOVE EXISTING CONCRETE PAVEMENT (INCLUDING CURBS) (ANY THICKNESS)	622	SY	$12.00	$7,464.00	$16.00	$9,952.00	$25.00	$15,550.00
1.5	REMOVE EXISTING ASPHALT PAVEMENT (UP TO 8 inch THICK)	3,457	SY	$12.00	$41,484.00	$11.00	$38,027.00	$15.00	$51,855.00
1.6	REMOVE EXISTING GRAVEL PAVEMENT AND DRIVEWAY	356	SY	$6.00	$2,136.00	$7.00	$2,492.00	$6.50	$2,314.00
1.7	SAWCUT, REMOVE EXISTING SIDEWALKS AND RAMPS	114	SY	$9.00	$1,026.00	$14.00	$1,596.00	$25.00	$2,850.00
1.8	REMOVE EXISTING FENCE	142	LF	$10.00	$1,420.00	$21.00	$2,982.00	$4.00	$568.00
1.9	REMOVE FIRE HYDRANT ASSEMBLY	1	EA	$400.00	$400.00	$4,025.00	$4,025.00	$1,700.00	$1,700.00
1.10	REMOVE EXISTING RIPRAP	54	SY	$10.00	$540.00	$23.00	$1,242.00	$22.00	$1,188.00
1.11	REMOVE EX DRAINAGE STRUCTURE (INLET, HEADWALL, MANHOLE)	4	EA	$1,000.00	$4,000.00	$3,220.00	$12,880.00	$500.00	$2,000.00
1.12	6 inch LIME STABILIZED SUBGRADE	4,478	SY	$8.00	$35,824.00	$8.00	$35,824.00	$13.00	$58,214.00
1.13	HYDRATED LIME (36 LB/SY)	81	TON	$350.00	$28,350.00	$213.00	$17,253.00	$360.00	$29,160.00
1.14	9 inch REINFORCED CONCRETE PAVEMENT W/ 6 inch MONO CURB (STREET) (CLASS P1 OR P2)	3,914	SY	$80.00	$313,120.00	$100.00	$391,400.00	$100.00	$391,400.00
1.15	9 inch REINFORCED CONCRETE PAVEMENT W/ 6 inch MONO CURB (WELCOME MAT) (CLASS P1 OR P2)	64	SY	$80.00	$5,120.00	$104.00	$6,656.00	$230.00	$14,720.00
1.16	4 inch REINFORCED CONCRETE PAVEMENT (SIDEWALK 5FT) (CLASS A) (INCLUDING 6 inch CURB)	990	SY	$68.00	$67,320.00	$55.00	$54,450.00	$64.00	$63,360.00
1.17	6 inch REINFORCED CONCRETE PAVEMENT (RESIDENTAIL DRIVEWAY)	182	SY	$90.00	$16,380.00	$78.00	$14,196.00	$115.00	$20,930.00
1.18	9 inch REINFORCED CONCRETE PAVEMENT (COMMERCIAL DRIVEWAY)	691	SY	$105.00	$72,555.00	$98.00	$67,718.00	$130.00	$89,830.00
1.19	REINFORCED CONCRETE STREET HEADER	89	LF	$15.00	$1,335.00	$23.00	$2,047.00	$32.00	$2,848.00
1.20	REINFORCED CONCRETE WHEEL STOP	1	EA	$224.25	$224.25	$518.00	$518.00	$250.00	$250.00
1.21	BARRIER FREE RAMP W/ TRUNCATED DOMES (5 ft WIDE) (TYPE 3)	1	EA	$3,000.00	$3,000.00	$2,300.00	$2,300.00	$2,500.00	$2,500.00
1.22	BARRIER FREE RAMP W/ TRUNCATED DOMES (5 ft WIDE) (TYPE 5) (AT MALONE STREET)	4	EA	$3,000.00	$12,000.00	$2,415.00	$9,660.00	$3,500.00	$14,000.00
1.23	BARRIER FREE RAMP W/ TRUNCATED DOMES (5 ft WIDE) (TYPE 7)	3	EA	$3,000.00	$9,000.00	$2,875.00	$8,625.00	$2,500.00	$7,500.00
1.24	2 inch HMAC TYPE D, INLCUDING TACK COAT & PRIME COAST AS REQUIRED	410	SY	$30.00	$12,300.00	$58.00	$23,780.00	$30.00	$12,300.00
1.25	4 inch HMAC TYPE B, INLCUDING TACK COAT & PRIME COAST AS REQUIRED	410	SY	$52.00	$21,320.00	$69.00	$28,290.00	$45.00	$18,450.00
1.26	6 inch FLEXBASE (TXDOT ITEM 247, TY A, GRADE 1 OR 2) (DRIVEWAY)	43	SY	$25.00	$1,075.00	$48.00	$2,064.00	$50.00	$2,150.00
1.27	BARRICADES, SIGNS, TRAFFIC HANDLING, AND MESSAGE BOARDS	1	LS	$30,000.00	$30,000.00	$115,000.00	$115,000.00	$33,000.00	$33,000.00
1.28	REFL PAV MRK TY I & TY II (W) 4 inch SOLID	753	LF	$1.90	$1,430.70	$2.00	$1,506.00	$1.50	$1,129.50
1.29	REFL PAV MRK TY I & TY II (W) 12 inch SOLID	20	LF	$12.65	$253.00	$5.00	$100.00	$11.00	$220.00
1.30	REFL PAV MRK TY I & TY II (W) 24 inch SOLID	418	LF	$17.25	$7,210.50	$10.00	$4,180.00	$16.25	$6,792.50
1.31	INSTALL NEW SIGN AND SIGN POST ASSEMBLY	8	EA	$1,524.33	$12,194.64	$1,093.00	$8,744.00	$750.00	$6,000.00
1.32	PERMANENT FENCE (RELOCATE/STORE/INSTALL)	142	LF	$75.00	$10,650.00	$12.00	$1,704.00	$60.00	$8,520.00
1.33	PROJECT SIGN	4	EA	$500.00	$2,000.00	$2,300.00	$9,200.00	$700.00	$2,800.00
1.34	STABILIZED CONSTRUCTION ENTRANCE (25 ftX50 ft) (ALLOWANCE)	2	EA	$2,000.00	$4,000.00	$2,300.00	$4,600.00	$2,500.00	$5,000.00
1.35	STORM WATER POLLUTION PREVENTION PLAN	1	LS	$10,000.00	$10,000.00	$28,750.00	$28,750.00	$5,500.00	$5,500.00
1.36	ROCK CHECK DAM (INSTALL/MAINTAIN/REMOVE)	1	EA	$1,200.00	$1,200.00	$978.00	$978.00	$1,500.00	$1,500.00
1.37	SEDIMENT CONTROL FENCE (FURNISH/INSTALL/MOVE/MAINTAIN/REMOVE)	2,214	LF	$2.15	$4,760.10	$4.00	$8,856.00	$3.00	$6,642.00
1.38	INLET PROTECTION (INSTALL/MAINTAIN/REMOVE)	22	EA	$150.00	$3,300.00	$288.00	$6,336.00	$180.00	$3,960.00
TOTAL AMOUNT BID - ROADWAY					**$939,906.19**		**$1,147,368.00**		**$1,064,011.00**
BASE BID - DRAINAGE									
2.1	12 inch DRAINAGE PIPE (RCP CLASS IV OR EQUIV HP PIPE) (SYSTEM A)	55	LF	$83.00	$4,565.00	$115.00	$6,325.00	$140.00	$7,700.00
2.2	18 inch DRAINAGE PIPE (RCP CLASS III OR EQUIV HP PIPE)	460	LF	$96.00	$44,160.00	$138.00	$63,480.00	$100.00	$46,000.00
2.3	18 inch DRAINAGE PIPE (RCP CLASS IV OR EQUIV HP PIPE) (SYSTEM A)	160	LF	$98.00	$15,680.00	$138.00	$22,080.00	$105.00	$16,800.00
2.4	24 inch DRAINAGE PIPE (RCP CLASS III OR EQUIC HP PIPE)	226	LF	$117.00	$26,442.00	$161.00	$36,386.00	$153.00	$34,578.00
2.5	30 inch DRAINAGE PIPR (RCP CLASS III OR EQUIV HP PIPE)	283	LF	$156.00	$44,148.00	$167.00	$47,261.00	$215.00	$60,845.00
2.6	36 inch DRAINAGE PIPR (RCP CLASS III OR EQUIV HP PIPE)	45	LF	$202.00	$9,090.00	$213.00	$9,585.00	$275.00	$12,375.00
2.7	48 inch DRAINAGE PIPE (RCP CLASS III OR EQUIV HP PIPE)	32	LF	$299.00	$9,568.00	$276.00	$8,832.00	$420.00	$13,440.00
2.8	28.5 inch X 18 inch ARCH PIPE CONCRETE CLASS IV	190	LF	$236.00	$44,840.00	$190.00	$36,100.00	$230.00	$43,700.00
2.9	5 ftx4 ft RCB	108	LF	$469.00	$50,652.00	$374.00	$40,392.00	$710.00	$76,680.00
2.10	4 inch POLYPROPYLENE DRAIN LINE	7	LF	$20.00	$140.00	$37.00	$259.00	$300.00	$2,100.00
2.11	5 ft STANDARD CURB INLET	2	EA	$4,500.00	$9,000.00	$5,980.00	$11,960.00	$7,900.00	$15,800.00
2.12	10 ft STANDARD CURB INLET	8	EA	$7,000.00	$56,000.00	$8,050.00	$64,400.00	$9,700.00	$77,600.00
2.13	15 ft STANDARD CURB INLET	2	EA	$10,000.00	$20,000.00	$10,925.00	$21,850.00	$15,500.00	$31,000.00
2.14	20 ft STANDARD CURB INLET	1	EA	$15,000.00	$15,000.00	$13,800.00	$13,800.00	$15,800.00	$15,800.00
2.15	3 ftX3 ft TXDOT PB AND FG LID	3	EA	$5,000.00	$15,000.00	$4,830.00	$14,490.00	$9,000.00	$27,000.00
2.16	3 ftX3 ft TXDOT PB AND SFG LID	1	EA	$5,000.00	$5,000.00	$4,830.00	$4,830.00	$9,000.00	$9,000.00
2.17	3 ftX3 ft TXDOT PB AND PAZD LID	1	EA	$5,000.00	$5,000.00	$5,175.00	$5,175.00	$9,000.00	$9,000.00
2.18	3 ft TYPE G-1 GRATE INLET	1	EA	$5,000.00	$5,000.00	$5,980.00	$5,980.00	$13,500.00	$13,500.00
2.19	5 ftx5 ft DROP INLET	1	EA	$6,000.00	$6,000.00	$8,280.00	$8,280.00	$13,500.00	$13,500.00
2.20	3 ftx3 ft JUNCTION BOX	2	EA	$5,000.00	$10,000.00	$4,830.00	$9,660.00	$6,000.00	$12,000.00
2.21	4 ftx4 ft JUNCTION BOX	3	EA	$5,000.00	$15,000.00	$6,670.00	$20,010.00	$7,750.00	$23,250.00
2.22	11.5 ftx8 ft JUNCTION BOX	1	EA	$12,000.00	$12,000.00	$14,375.00	$14,375.00	$69,100.00	$69,100.00
2.23	TXDOT SET PD-A (28.5 inch X 18 inch ARCH PIPE) (SYSTEM A)	1	EA	$7,500.00	$7,500.00	$5,463.00	$5,463.00	$3,500.00	$3,500.00
2.24	CONNECT TO EX PIPE (ALL SIZES)	5	EA	$750.00	$3,750.00	$2,128.00	$10,640.00	$2,900.00	$14,500.00
2.25	TRENCH EXCAVATION PROTECTION (STORM SYSTEM)	1,560	LF	$2.00	$3,120.00	$12.00	$18,720.00	$6.00	$9,360.00
TOTAL AMOUNT BID - DRAINAGE					**$436,655.00**		**$500,333.00**		**$658,128.00**
BASE BID - WASTEWATER									
3.1	ADJUST EXISTING WASTEWATER MANHOLE TO FINISHED GRADE (INCLUDES NEW SECTIONS)	3	EA	$1,500.00	$4,500.00	$1,438.00	$4,314.00	$2,500.00	$7,500.00
3.2	3000 PSI CONCRETE ENCASEMENT (EX SANITARY SYSTEM)	60	LF	$60.00	$3,600.00	$52.00	$3,120.00	$81.00	$4,860.00
TOTAL AMOUNT BID - WASTEWATER					**$8,100.00**		**$7,434.00**		**$12,360.00**
BASE BID - WATER									
4.1	FURNISH AND INSTALL 6 inch AWWA C900 DR 14 PVC WATER LINE BY OPEN CUT	35	LF	$150.00	$5,250.00	$90.00	$3,150.00	$150.00	$5,250.00
4.2	3000 PSI CONCRETE ENCASEMENT (WATER LINE)	80	LF	$60.00	$4,800.00	$52.00	$4,160.00	$81.00	$6,480.00
4.3	FURNISH AND INSTALL 6 inch GATE VALVE	1	EA	$2,200.00	$2,200.00	$2,760.00	$2,760.00	$2,336.00	$2,336.00
4.4	FURNISH AND INSTALL 12 inch GATE VALVE	1	EA	$5,000.00	$5,000.00	$5,520.00	$5,520.00	$5,620.00	$5,620.00
4.5	FURNISH AND INSTALL FIRE HYDRANT	1	EA	$6,000.00	$6,000.00	$6,670.00	$6,670.00	$7,200.00	$7,200.00
4.6	ADJUST EXISTING FIRE HYDRANT TO FINISHED GRADE	2	EA	$750.00	$1,500.00	$1,380.00	$2,760.00	$2,800.00	$5,600.00
4.7	TRENCH EXCAVATION PROTECTION (WATER SYSTEM)	35	LF	$5.00	$175.00	$12.00	$420.00	$60.00	$2,100.00
4.8	INSTALL WATER METER AND SERVICE LINE (2 inch) (CONNECT TO WATER LINE)	1	EA	$3,000.00	$3,000.00	$3,680.00	$3,680.00	$3,500.00	$3,500.00
4.9	EXISTING WATER METER AND SERVICE LINE ADJUSTMENT & RESTORATION	1	LS	$2,000.00	$2,000.00	$3,680.00	$3,680.00	$1,450.00	$1,450.00
4.10	CONNECT TO EXISTING WATER LINE	2	EA	$4,500.00	$9,000.00	$2,128.00	$4,256.00	$4,600.00	$9,200.00
4.11	EX WATER MAIN ADJUSTEMENT (LOWERING / RAISING)	2	EA	$10,000.00	$20,000.00	$2,875.00	$5,750.00	$15,800.00	$31,600.00
TOTAL AMOUNT BID - WATER					**$58,925.00**		**$42,806.00**		**$80,336.00**
BASE BID - ILLUMINATION									
5.1	DRILL SHAFT (RDWY ILL POLE) (6 FEET LN X 30 INCHES DIA)	96	LF	$431.25	$41,400.00	$1,840.00	$176,640.00	$333.00	$31,968.00
5.2	ILLUMINATION CONDT (PVC) (SCHD 40) (2 inch) - TRENCH	3,040	LF	$24.15	$73,416.00	$10.00	$30,400.00	$12.60	$38,304.00
5.3	ILLUMINATION CONDT (PVC) (SCHD 40) (2 inch) - BORE	270	LF	$36.80	$9,936.00	$21.00	$5,670.00	$33.00	$8,910.00
5.4	ELECTRIC CONDR (NO. 8) BARE	3,310	LF	$3.34	$11,055.40	$1.00	$3,310.00	$2.30	$7,613.00
5.5	ELECTRIC CONDR (NO. 8) INSULATED	7,100	LF	$3.39	$24,069.00	$2.00	$14,200.00	$2.31	$16,401.00
5.6	ELECTRICAL GROUND BOX TY A (122311) W / SHARED APRON	20	EA	$2,127.50	$42,550.00	$1,840.00	$36,800.00	$1,233.00	$24,660.00
5.7	ELECTRICAL SERVICE TYPE A (240/480)60(NS)AL(E)PS(U)	1	EA	$12,477.50	$12,477.50	$16,100.00	$16,100.00	$12,953.00	$12,953.00
5.8	ELECTRICAL SERVICE TYPE D (120/240)60(NS)AL(E)PS(U)	1	EA	$12,477.50	$12,477.50	$9,775.00	$9,775.00	$11,840.00	$11,840.00
5.9	LUMINAIRE LED FIXTURE AND POLE ASSEMBLY	18	EA	$20,843.75	$375,187.50	$10,580.00	$190,440.00	$14,350.00	$258,300.00
5.10	FIBER CONDT (PVC) (SCHD 40) (2 inch) - TRENCH	1,920	LF	$24.15	$46,368.00	$11.00	$21,120.00	$13.50	$25,920.00
5.11	FIBER CONDT (PVC) (SCHD 40) (2 inch) - BORE	130	LF	$36.80	$4,784.00	$21.00	$2,730.00	$36.00	$4,680.00
5.12	FIBER GROUND BOX FC-5 (24X36X36) W/ APRON	4	EA	$6,756.25	$27,025.00	$2,530.00	$10,120.00	$5,925.00	$23,700.00
TOTAL AMOUNT BID - ILLUMINATION					**$680,745.90**		**$517,305.00**		**$465,249.00**
BASE BID - LANDSCAPE									
6.1	SOD (ROLL MIN. 24 inch WIDE) (BERMUDA SOD)	26,756	SF	$1.00	$26,756.00	$1.00	$26,756.00	$1.30	$34,782.80
6.2	4 inch TOPSOIL (BERMUDA SOD) (PARKWAY)	330	CY	$60.00	$19,800.00	$52.00	$17,160.00	$82.00	$27,060.00
6.3	TREE, 3 inch CAL (CRAPE MYRTLE) (ORNAMENTAL TREE)	9	EA	$1,368.50	$12,316.50	$863.00	$7,767.00	$765.00	$6,885.00
6.4	TREE, 3 inch CAL (MEXICAN BUCKEYE) (ORNAMENTAL TREE)	9	EA	$1,368.50	$12,316.50	$863.00	$7,767.00	$765.00	$6,885.00
6.5	TREE, 3 inch CAL (OKLAHOMA TEXAS REDBUD) (ORNAMENTAL TREE)	9	EA	$1,449.00	$13,041.00	$863.00	$7,767.00	$765.00	$6,885.00
6.6	AZTEC GRASS, 1 GAL (GROUNDCOVER)	139	EA	$16.10	$2,237.90	$10.00	$1,390.00	$8.00	$1,112.00
6.7	VARIGATED LILY TURF, 1 GAL (GROUNDCOVER)	52	EA	$16.10	$837.20	$10.00	$520.00	$8.00	$416.00
6.8	MONROE WHITE LIRIOPE, 1 GAL (GROUNDCOVER)	141	EA	$17.25	$2,432.25	$10.00	$1,410.00	$8.00	$1,128.00
6.9	ASIATIC JASMINE, 1 GAL (GROUNDCOVER)	116	EA	$9.20	$1,067.20	$10.00	$1,160.00	$8.00	$928.00
6.10	DECOMPOSED GRANITE (4 inch DEPTH)	25	CY	$278.30	$6,957.50	$75.00	$1,875.00	$220.00	$5,500.00
6.11	12 inch MIX COMPOST AT A PLANTING AREA	27	CY	$78.20	$2,111.40	$67.00	$1,809.00	$76.00	$2,052.00
6.12	FILTER FABRIC	2,055	SF	$0.75	$1,541.25	$2.00	$4,110.00	$0.25	$513.75
6.13	STEEL EDGING	1,305	LF	$12.65	$16,508.25	$7.00	$9,135.00	$12.60	$16,443.00
TOTAL AMOUNT BID - LANDSCAPE					**$117,922.95**		**$88,626.00**		**$110,590.55**
BASE BID - IRRIGATION									
7.1	IRRIGATION (PLANTING) (DRIP)	711	SF	$3.22	$2,289.42	$3.00	$2,133.00	$1.25	$888.75
7.2	IRRIGATION (TREE) (BUBBLER)	27	EA	$92.00	$2,484.00	$288.00	$7,776.00	$20.00	$540.00
7.3	IRRIGATION (TURF) (SPRAYS)	7,560	SF	$1.27	$9,601.20	$2.00	$15,120.00	$1.10	$8,316.00
7.4	IRRIGATION CONTROLER AND ASSOCIATED CONTROL EQUIPMENT	1	EA	$4,450.50	$4,450.50	$5,175.00	$5,175.00	$6,000.00	$6,000.00
7.5	IRRIGATION BACKFLOW DEVICE	1	EA	$3,059.00	$3,059.00	$3,220.00	$3,220.00	$4,360.00	$4,360.00
7.6	IRRIGATION CONDT (PVC) (SCHD 40)	840	LF	$12.65	$10,626.00	$9.00	$7,560.00	$6.75	$5,670.00
7.7	IRRIGATION VALVES AND ASSOCIATED CONNECTION TO THE IRRIGATION CONTROLLER	10	EA	$621.00	$6,210.00	$748.00	$7,480.00	$825.00	$8,250.00
7.8	6 inch IRRIGATION SLEEVING BORING UNDER BEECH STREET	104	LF	$18.40	$1,913.60	$25.00	$2,600.00	$45.00	$4,680.00
7.9	TEMPORARY IRRIGATION	19,196	SF	$0.25	$4,799.00	$1.00	$19,196.00	$0.20	$3,839.20
7.10	PRIVATE IRRIGATION ADJUSTMENT & RESTORATION (ADJACENT PROPERTIES)	1	LS	$8,000.00	$8,000.00	$10,925.00	$10,925.00	$4,820.00	$4,820.00
TOTAL AMOUNT BID - IRRIGATION					**$53,432.72**		**$81,185.00**		**$47,363.95**
TOTAL AMOUNT BASE BID					**$2,295,687.76**		**$2,385,057.00**		**$2,438,038.50**

Owner: **City of Celina**
Job No.: **064542436**
Project: **Oklahoma Drive Improvements - R63**
Date: **February 17, 2026**

Item No.	Item Description	Quantity	Unit	BIDDER 4 Apple Pavement Services Dallas TX Unit Price	BIDDER 4 Item Cost	BIDDER 5 FNH Construction LLC Plano TX Unit Price	BIDDER 5 Item Cost	BIDDER 6 Quality Excavation, LLC Aubrey TX Unit Price	BIDDER 6 Item Cost
BASE BID - ROADWAY									
1.1	GENERAL SITE PREPARATION (INCLUDING TREE REMOVAL)	1	LS	$125,000.00	$125,000.00	$150,000.00	$150,000.00	$61,000.00	$61,000.00
1.2	UNCLASSIFIED STREET EXCAVATION	2,553	CY	$35.00	$89,355.00	$20.00	$51,060.00	$24.00	$61,272.00
1.3	EMBANKMENT (ROADWAY) (DENSITY CONTROL)	268	CY	$30.00	$8,040.00	$100.00	$26,800.00	$15.00	$4,020.00
1.4	SAWCUT, REMOVE EXISTING CONCRETE PAVEMENT (INCLUDING CURBS) (ANY THICKNESS)	622	SY	$25.00	$15,550.00	$30.00	$18,660.00	$14.25	$8,863.50
1.5	REMOVE EXISTING ASPHALT PAVEMENT (UP TO 8 inch THICK)	3,457	SY	$18.00	$62,226.00	$20.00	$69,140.00	$10.50	$36,298.50
1.6	REMOVE EXISTING GRAVEL PAVEMENT AND DRIVEWAY	356	SY	$18.00	$6,408.00	$20.00	$7,120.00	$15.25	$5,429.00
1.7	SAWCUT, REMOVE EXISTING SIDEWALKS AND RAMPS	114	SY	$25.00	$2,850.00	$20.00	$2,280.00	$16.00	$1,824.00
1.8	REMOVE EXISTING FENCE	142	LF	$15.00	$2,130.00	$10.00	$1,420.00	$13.00	$1,846.00
1.9	REMOVE FIRE HYDRANT ASSEMBLY	1	EA	$5,000.00	$5,000.00	$2,500.00	$2,500.00	$475.00	$475.00
1.10	REMOVE EXISTING RIPRAP	54	SY	$25.00	$1,350.00	$100.00	$5,400.00	$19.50	$1,053.00
1.11	REMOVE EX DRAINAGE STRUCTURE (INLET, HEADWALL, MANHOLE)	4	EA	$3,500.00	$14,000.00	$3,000.00	$12,000.00	$925.00	$3,700.00
1.12	6 inch LIME STABILIZED SUBGRADE	4,478	SY	$10.00	$44,780.00	$12.00	$53,736.00	$12.00	$53,736.00
1.13	HYDRATED LIME (36 LB/SY)	81	TON	$425.00	$34,425.00	$400.00	$32,400.00	$390.00	$31,590.00
1.14	9 inch REINFORCED CONCRETE PAVEMENT W/ 6 inch MONO CURB (STREET) (CLASS P1 OR P2)	3,914	SY	$105.00	$410,970.00	$95.00	$371,830.00	$135.00	$528,390.00
1.15	9 inch REINFORCED CONCRETE PAVEMENT W/ 6 inch MONO CURB (WELCOME MAT) (CLASS P1 OR P2)	64	SY	$110.00	$7,040.00	$125.00	$8,000.00	$285.00	$18,240.00
1.16	4 inch REINFORCED CONCRETE PAVEMENT (SIDEWALK 5FT) (CLASS A) (INCLUDING 6 inch CURB)	990	SY	$95.00	$94,050.00	$75.00	$74,250.00	$82.00	$81,180.00
1.17	6 inch REINFORCED CONCRETE PAVEMENT (RESIDENTAIL DRIVEWAY)	182	SY	$100.00	$18,200.00	$85.00	$15,470.00	$129.00	$23,478.00
1.18	9 inch REINFORCED CONCRETE PAVEMENT (COMMERCIAL DRIVEWAY)	691	SY	$105.00	$72,555.00	$95.00	$65,645.00	$164.00	$113,324.00
1.19	REINFORCED CONCRETE STREET HEADER	89	LF	$15.00	$1,335.00	$25.00	$2,225.00	$56.00	$4,984.00
1.20	REINFORCED CONCRETE WHEEL STOP	1	EA	$200.00	$200.00	$500.00	$500.00	$270.00	$270.00
1.21	BARRIER FREE RAMP W/ TRUNCATED DOMES (5 ft WIDE) (TYPE 3)	1	EA	$3,250.00	$3,250.00	$2,850.00	$2,850.00	$3,000.00	$3,000.00
1.22	BARRIER FREE RAMP W/ TRUNCATED DOMES (5 ft WIDE) (TYPE 5) (AT MALONE STREET)	4	EA	$3,200.00	$12,800.00	$2,850.00	$11,400.00	$4,600.00	$18,400.00
1.23	BARRIER FREE RAMP W/ TRUNCATED DOMES (5 ft WIDE) (TYPE 7)	3	EA	$3,200.00	$9,600.00	$2,850.00	$8,550.00	$3,000.00	$9,000.00
1.24	2 inch HMAC TYPE D, INLCUDING TACK COAT & PRIME COAST AS REQUIRED	410	SY	$25.00	$10,250.00	$30.00	$12,300.00	$55.00	$22,550.00
1.25	4 inch HMAC TYPE B, INLCUDING TACK COAT & PRIME COAST AS REQUIRED	410	SY	$45.00	$18,450.00	$50.00	$20,500.00	$104.00	$42,640.00
1.26	6 inch FLEXBASE (TXDOT ITEM 247, TY A, GRADE 1 OR 2) (DRIVEWAY)	43	SY	$100.00	$4,300.00	$40.00	$1,720.00	$36.00	$1,548.00
1.27	BARRICADES, SIGNS, TRAFFIC HANDLING, AND MESSAGE BOARDS	1	LS	$20,000.00	$20,000.00	$120,000.00	$120,000.00	$48,000.00	$48,000.00
1.28	REFL PAV MRK TY I & TY II (W) 4 inch SOLID	753	LF	$3.00	$2,259.00	$3.00	$2,259.00	$2.25	$1,694.25
1.29	REFL PAV MRK TY I & TY II (W) 12 inch SOLID	20	LF	$5.00	$100.00	$8.00	$160.00	$14.25	$285.00
1.30	REFL PAV MRK TY I & TY II (W) 24 inch SOLID	418	LF	$15.00	$6,270.00	$20.00	$8,360.00	$19.25	$8,046.50
1.31	INSTALL NEW SIGN AND SIGN POST ASSEMBLY	8	EA	$1,200.00	$9,600.00	$1,150.00	$9,200.00	$1,700.00	$13,600.00
1.32	PERMANENT FENCE (RELOCATE/STORE/INSTALL)	142	LF	$65.00	$9,230.00	$150.00	$21,300.00	$49.00	$6,958.00
1.33	PROJECT SIGN	4	EA	$1,500.00	$6,000.00	$1,150.00	$4,600.00	$786.00	$3,144.00
1.34	STABILIZED CONSTRUCTION ENTRANCE (25 ftX50 ft) (ALLOWANCE)	2	EA	$3,200.00	$6,400.00	$5,000.00	$10,000.00	$3,300.00	$6,600.00
1.35	STORM WATER POLLUTION PREVENTION PLAN	1	LS	$10,000.00	$10,000.00	$8,500.00	$8,500.00	$5,000.00	$5,000.00
1.36	ROCK CHECK DAM (INSTALL/MAINTAIN/REMOVE)	1	EA	$1,500.00	$1,500.00	$4,500.00	$4,500.00	$1,675.00	$1,675.00
1.37	SEDIMENT CONTROL FENCE (FURNISH/INSTALL/MOVE/MAINTAIN/REMOVE)	2,214	LF	$3.00	$6,642.00	$6.00	$13,284.00	$3.60	$7,970.40
1.38	INLET PROTECTION (INSTALL/MAINTAIN/REMOVE)	22	EA	$500.00	$11,000.00	$250.00	$5,500.00	$143.00	$3,146.00
TOTAL AMOUNT BID - ROADWAY					**$1,163,115.00**		**$1,235,419.00**		**$1,244,230.15**
BASE BID - DRAINAGE									
2.1	12 inch DRAINAGE PIPE (RCP CLASS IV OR EQUIV HP PIPE) (SYSTEM A)	55	LF	$125.00	$6,875.00	$85.00	$4,675.00	$84.00	$4,620.00
2.2	18 inch DRAINAGE PIPE (RCP CLASS III OR EQUIV HP PIPE)	460	LF	$165.00	$75,900.00	$85.00	$39,100.00	$88.00	$40,480.00
2.3	18 inch DRAINAGE PIPE (RCP CLASS IV OR EQUIV HP PIPE) (SYSTEM A)	160	LF	$175.00	$28,000.00	$95.00	$15,200.00	$95.00	$15,200.00
2.4	24 inch DRAINAGE PIPE (RCP CLASS III OR EQUIC HP PIPE)	226	LF	$185.00	$41,810.00	$115.00	$25,990.00	$116.00	$26,216.00
2.5	30 inch DRAINAGE PIPR (RCP CLASS III OR EQUIV HP PIPE)	283	LF	$210.00	$59,430.00	$125.00	$35,375.00	$137.00	$38,771.00
2.6	36 inch DRAINAGE PIPR (RCP CLASS III OR EQUIV HP PIPE)	45	LF	$350.00	$15,750.00	$150.00	$6,750.00	$180.00	$8,100.00
2.7	48 inch DRAINAGE PIPE (RCP CLASS III OR EQUIV HP PIPE)	32	LF	$420.00	$13,440.00	$250.00	$8,000.00	$317.94	$10,174.08
2.8	28.5 inch X 18 inch ARCH PIPE CONCRETE CLASS IV	190	LF	$200.00	$38,000.00	$150.00	$28,500.00	$248.00	$47,120.00
2.9	5 ftx4 ft RCB	108	LF	$850.00	$91,800.00	$650.00	$70,200.00	$485.00	$52,380.00
2.10	4 inch POLYPROPYLENE DRAIN LINE	7	LF	$75.00	$525.00	$100.00	$700.00	$90.00	$630.00
2.11	5 ft STANDARD CURB INLET	2	EA	$5,500.00	$11,000.00	$8,500.00	$17,000.00	$7,000.00	$14,000.00
2.12	10 ft STANDARD CURB INLET	8	EA	$7,500.00	$60,000.00	$11,500.00	$92,000.00	$8,800.00	$70,400.00
2.13	15 ft STANDARD CURB INLET	2	EA	$10,000.00	$20,000.00	$13,500.00	$27,000.00	$12,500.00	$25,000.00
2.14	20 ft STANDARD CURB INLET	1	EA	$11,500.00	$11,500.00	$15,000.00	$15,000.00	$15,500.00	$15,500.00
2.15	3 ftX3 ft TXDOT PB AND FG LID	3	EA	$6,500.00	$19,500.00	$6,500.00	$19,500.00	$8,000.00	$24,000.00
2.16	3 ftX3 ft TXDOT PB AND SFG LID	1	EA	$6,500.00	$6,500.00	$6,500.00	$6,500.00	$6,000.00	$6,000.00
2.17	3 ftX3 ft TXDOT PB AND PAZD LID	1	EA	$6,500.00	$6,500.00	$7,500.00	$7,500.00	$6,000.00	$6,000.00
2.18	3 ft TYPE G-1 GRATE INLET	1	EA	$7,000.00	$7,000.00	$8,500.00	$8,500.00	$6,100.00	$6,100.00
2.19	5 ftx5 ft DROP INLET	1	EA	$7,000.00	$7,000.00	$8,500.00	$8,500.00	$9,800.00	$9,800.00
2.20	3 ftx3 ft JUNCTION BOX	2	EA	$5,800.00	$11,600.00	$6,500.00	$13,000.00	$5,800.00	$11,600.00
2.21	4 ftx4 ft JUNCTION BOX	3	EA	$6,500.00	$19,500.00	$7,500.00	$22,500.00	$7,000.00	$21,000.00
2.22	11.5 ftx8 ft JUNCTION BOX	1	EA	$19,000.00	$19,000.00	$4,500.00	$4,500.00	$32,000.00	$32,000.00
2.23	TXDOT SET PD-A (28.5 inch X 18 inch ARCH PIPE) (SYSTEM A)	1	EA	$6,000.00	$6,000.00	$5,500.00	$5,500.00	$4,900.00	$4,900.00
2.24	CONNECT TO EX PIPE (ALL SIZES)	5	EA	$3,200.00	$16,000.00	$1,500.00	$7,500.00	$1,200.00	$6,000.00
2.25	TRENCH EXCAVATION PROTECTION (STORM SYSTEM)	1,560	LF	$6.00	$9,360.00	$2.00	$3,120.00	$2.50	$3,900.00
TOTAL AMOUNT BID - DRAINAGE					**$601,990.00**		**$492,110.00**		**$499,891.08**
BASE BID - WASTEWATER									
3.1	ADJUST EXISTING WASTEWATER MANHOLE TO FINISHED GRADE (INCLUDES NEW SECTIONS)	3	EA	$5,000.00	$15,000.00	$2,500.00	$7,500.00	$4,300.00	$12,900.00
3.2	3000 PSI CONCRETE ENCASEMENT (EX SANITARY SYSTEM)	60	LF	$250.00	$15,000.00	$200.00	$12,000.00	$90.00	$5,400.00
TOTAL AMOUNT BID - WASTEWATER					**$30,000.00**		**$19,500.00**		**$18,300.00**
BASE BID - WATER									
4.1	FURNISH AND INSTALL 6 inch AWWA C900 DR 14 PVC WATER LINE BY OPEN CUT	35	LF	$90.00	$3,150.00	$50.00	$1,750.00	$119.00	$4,165.00
4.2	3000 PSI CONCRETE ENCASEMENT (WATER LINE)	80	LF	$250.00	$20,000.00	$200.00	$16,000.00	$90.00	$7,200.00
4.3	FURNISH AND INSTALL 6 inch GATE VALVE	1	EA	$1,600.00	$1,600.00	$3,250.00	$3,250.00	$2,700.00	$2,700.00
4.4	FURNISH AND INSTALL 12 inch GATE VALVE	1	EA	$3,200.00	$3,200.00	$12,500.00	$12,500.00	$6,300.00	$6,300.00
4.5	FURNISH AND INSTALL FIRE HYDRANT	1	EA	$8,500.00	$8,500.00	$8,500.00	$8,500.00	$7,900.00	$7,900.00
4.6	ADJUST EXISTING FIRE HYDRANT TO FINISHED GRADE	2	EA	$1,600.00	$3,200.00	$2,500.00	$5,000.00	$1,550.00	$3,100.00
4.7	TRENCH EXCAVATION PROTECTION (WATER SYSTEM)	35	LF	$50.00	$1,750.00	$5.00	$175.00	$3.00	$105.00
4.8	INSTALL WATER METER AND SERVICE LINE (2 inch) (CONNECT TO WATER LINE)	1	EA	$2,600.00	$2,600.00	$2,500.00	$2,500.00	$3,225.00	$3,225.00
4.9	EXISTING WATER METER AND SERVICE LINE ADJUSTMENT & RESTORATION	1	LS	$1,400.00	$1,400.00	$2,500.00	$2,500.00	$3,231.00	$3,231.00
4.10	CONNECT TO EXISTING WATER LINE	2	EA	$3,000.00	$6,000.00	$1,500.00	$3,000.00	$5,334.00	$10,668.00
4.11	EX WATER MAIN ADJUSTEMENT (LOWERING / RAISING)	2	EA	$4,200.00	$8,400.00	$12,500.00	$25,000.00	$15,934.00	$31,868.00
TOTAL AMOUNT BID - WATER					**$59,800.00**		**$80,175.00**		**$80,462.00**
BASE BID - ILLUMINATION									
5.1	DRILL SHAFT (RDWY ILL POLE) (6 FEET LN X 30 INCHES DIA)	96	LF	$300.00	$28,800.00	$350.00	$33,600.00	$483.00	$46,368.00
5.2	ILLUMINATION CONDT (PVC) (SCHD 40) (2 inch) - TRENCH	3,040	LF	$20.00	$60,800.00	$20.00	$60,800.00	$27.00	$82,080.00
5.3	ILLUMINATION CONDT (PVC) (SCHD 40) (2 inch) - BORE	270	LF	$40.00	$10,800.00	$60.00	$16,200.00	$44.00	$11,880.00
5.4	ELECTRIC CONDR (NO. 8) BARE	3,310	LF	$2.50	$8,275.00	$3.00	$9,930.00	$3.00	$9,930.00
5.5	ELECTRIC CONDR (NO. 8) INSULATED	7,100	LF	$2.50	$17,750.00	$3.00	$21,300.00	$3.00	$21,300.00
5.6	ELECTRICAL GROUND BOX TY A (122311) W / SHARED APRON	20	EA	$2,500.00	$50,000.00	$1,150.00	$23,000.00	$2,700.00	$54,000.00
5.7	ELECTRICAL SERVICE TYPE A (240/480)60(NS)AL(E)PS(U)	1	EA	$40,000.00	$40,000.00	$12,500.00	$12,500.00	$17,750.00	$17,750.00
5.8	ELECTRICAL SERVICE TYPE D (120/240)60(NS)AL(E)PS(U)	1	EA	$20,000.00	$20,000.00	$12,500.00	$12,500.00	$17,750.00	$17,750.00
5.9	LUMINAIRE LED FIXTURE AND POLE ASSEMBLY	18	EA	$7,000.00	$126,000.00	$6,500.00	$117,000.00	$19,000.00	$342,000.00
5.10	FIBER CONDT (PVC) (SCHD 40) (2 inch) - TRENCH	1,920	LF	$20.00	$38,400.00	$30.00	$57,600.00	$27.00	$51,840.00
5.11	FIBER CONDT (PVC) (SCHD 40) (2 inch) - BORE	130	LF	$38.00	$4,940.00	$60.00	$7,800.00	$44.00	$5,720.00
5.12	FIBER GROUND BOX FC-5 (24X36X36) W/ APRON	4	EA	$2,900.00	$11,600.00	$2,000.00	$8,000.00	$11,000.00	$44,000.00
TOTAL AMOUNT BID - ILLUMINATION					**$417,365.00**		**$380,230.00**		**$704,618.00**
BASE BID - LANDSCAPE									
6.1	SOD (ROLL MIN. 24 inch WIDE) (BERMUDA SOD)	26,756	SF	$2.00	$53,512.00	$1.50	$40,134.00	$1.25	$33,445.00
6.2	4 inch TOPSOIL (BERMUDA SOD) (PARKWAY)	330	CY	$90.00	$29,700.00	$100.00	$33,000.00	$95.00	$31,350.00
6.3	TREE, 3 inch CAL (CRAPE MYRTLE) (ORNAMENTAL TREE)	9	EA	$850.00	$7,650.00	$1,250.00	$11,250.00	$745.00	$6,705.00
6.4	TREE, 3 inch CAL (MEXICAN BUCKEYE) (ORNAMENTAL TREE)	9	EA	$850.00	$7,650.00	$1,250.00	$11,250.00	$745.00	$6,705.00
6.5	TREE, 3 inch CAL (OKLAHOMA TEXAS REDBUD) (ORNAMENTAL TREE)	9	EA	$850.00	$7,650.00	$1,250.00	$11,250.00	$745.00	$6,705.00
6.6	AZTEC GRASS, 1 GAL (GROUNDCOVER)	139	EA	$10.00	$1,390.00	$50.00	$6,950.00	$7.30	$1,014.70
6.7	VARIGATED LILY TURF, 1 GAL (GROUNDCOVER)	52	EA	$10.00	$520.00	$50.00	$2,600.00	$7.30	$379.60
6.8	MONROE WHITE LIRIOPE, 1 GAL (GROUNDCOVER)	141	EA	$10.00	$1,410.00	$85.00	$11,985.00	$7.30	$1,029.30
6.9	ASIATIC JASMINE, 1 GAL (GROUNDCOVER)	116	EA	$10.00	$1,160.00	$85.00	$9,860.00	$7.30	$846.80
6.10	DECOMPOSED GRANITE (4 inch DEPTH)	25	CY	$225.00	$5,625.00	$350.00	$8,750.00	$220.00	$5,500.00
6.11	12 inch MIX COMPOST AT A PLANTING AREA	27	CY	$100.00	$2,700.00	$100.00	$2,700.00	$74.00	$1,998.00
6.12	FILTER FABRIC	2,055	SF	$1.00	$2,055.00	$5.00	$10,275.00	$0.25	$513.75
6.13	STEEL EDGING	1,305	LF	$12.00	$15,660.00	$50.00	$65,250.00	$13.00	$16,965.00
TOTAL AMOUNT BID - LANDSCAPE					**$136,682.00**		**$225,254.00**		**$113,157.15**
BASE BID - IRRIGATION									
7.1	IRRIGATION (PLANTING) (DRIP)	711	SF	$15.00	$10,665.00	$10.00	$7,110.00	$1.10	$782.10
7.2	IRRIGATION (TREE) (BUBBLER)	27	EA	$35.00	$945.00	$100.00	$2,700.00	$18.00	$486.00
7.3	IRRIGATION (TURF) (SPRAYS)	7,560	SF	$1.50	$11,340.00	$2.00	$15,120.00	$1.10	$8,316.00
7.4	IRRIGATION CONTROLER AND ASSOCIATED CONTROL EQUIPMENT	1	EA	$6,000.00	$6,000.00	$6,500.00	$6,500.00	$6,000.00	$6,000.00
7.5	IRRIGATION BACKFLOW DEVICE	1	EA	$4,000.00	$4,000.00	$5,000.00	$5,000.00	$4,350.00	$4,350.00
7.6	IRRIGATION CONDT (PVC) (SCHD 40)	840	LF	$25.00	$21,000.00	$6.00	$5,040.00	$7.00	$5,880.00
7.7	IRRIGATION VALVES AND ASSOCIATED CONNECTION TO THE IRRIGATION CONTROLLER	10	EA	$800.00	$8,000.00	$100.00	$1,000.00	$800.00	$8,000.00
7.8	6 inch IRRIGATION SLEEVING BORING UNDER BEECH STREET	104	LF	$50.00	$5,200.00	$250.00	$26,000.00	$43.00	$4,472.00
7.9	TEMPORARY IRRIGATION	19,196	SF	$0.50	$9,598.00	$0.65	$12,477.40	$0.40	$7,678.40
7.10	PRIVATE IRRIGATION ADJUSTMENT & RESTORATION (ADJACENT PROPERTIES)	1	LS	$5,500.00	$5,500.00	$6,500.00	$6,500.00	$5,500.00	$5,500.00
TOTAL AMOUNT BID - IRRIGATION					**$82,248.00**		**$87,447.40**		**$51,464.50**
TOTAL AMOUNT BASE BID					**$2,491,200.00**		**$2,520,135.40**		**$2,712,122.88**

Owner: **City of Celina**
Job No.: **064542436**
Project: **Oklahoma Drive Improvements - R63**
Date: **February 17, 2026**

Item No.	Item Description	Quantity	Unit	BIDDER 7 La Banda, LLC Dallas TX Unit Price	BIDDER 7 Item Cost	BIDDER 8 McMahon Contracting LP Grand Pairie TX Unit Price	BIDDER 8 Item Cost	BIDDER 9 Pavecon Public Works, LP Grand Prairie TX Unit Price	BIDDER 9 Item Cost
BASE BID - ROADWAY									
1.1	GENERAL SITE PREPARATION (INCLUDING TREE REMOVAL)	1	LS	$20,000.00	$20,000.00	$210,933.00	$210,933.00	$322,894.90	$322,894.90
1.2	UNCLASSIFIED STREET EXCAVATION	2,553	CY	$40.00	$102,120.00	$27.61	$70,488.33	$26.00	$66,378.00
1.3	EMBANKMENT (ROADWAY) (DENSITY CONTROL)	268	CY	$59.00	$15,812.00	$109.39	$29,316.52	$10.50	$2,814.00
1.4	SAWCUT, REMOVE EXISTING CONCRETE PAVEMENT (INCLUDING CURBS) (ANY THICKNESS)	622	SY	$18.00	$11,196.00	$30.38	$18,896.36	$25.80	$16,047.60
1.5	REMOVE EXISTING ASPHALT PAVEMENT (UP TO 8 inch THICK)	3,457	SY	$18.00	$62,226.00	$14.30	$49,435.10	$20.60	$71,214.20
1.6	REMOVE EXISTING GRAVEL PAVEMENT AND DRIVEWAY	356	SY	$18.00	$6,408.00	$24.85	$8,846.60	$16.80	$5,980.80
1.7	SAWCUT, REMOVE EXISTING SIDEWALKS AND RAMPS	114	SY	$15.00	$1,710.00	$70.83	$8,074.62	$51.50	$5,871.00
1.8	REMOVE EXISTING FENCE	142	LF	$5.00	$710.00	$43.84	$6,225.28	$12.40	$1,760.80
1.9	REMOVE FIRE HYDRANT ASSEMBLY	1	EA	$300.00	$300.00	$1,331.68	$1,331.68	$1,886.30	$1,886.30
1.10	REMOVE EXISTING RIPRAP	54	SY	$20.00	$1,080.00	$44.62	$2,409.48	$27.50	$1,485.00
1.11	REMOVE EX DRAINAGE STRUCTURE (INLET, HEADWALL, MANHOLE)	4	EA	$800.00	$3,200.00	$1,334.00	$5,336.00	$3,485.60	$13,942.40
1.12	6 inch LIME STABILIZED SUBGRADE	4,478	SY	$15.00	$67,170.00	$12.65	$56,646.70	$26.90	$120,458.20
1.13	HYDRATED LIME (36 LB/SY)	81	TON	$380.00	$30,780.00	$377.90	$30,609.90	$343.00	$27,783.00
1.14	9 inch REINFORCED CONCRETE PAVEMENT W/ 6 inch MONO CURB (STREET) (CLASS P1 OR P2)	3,914	SY	$119.00	$465,766.00	$106.95	$418,602.30	$104.80	$410,187.20
1.15	9 inch REINFORCED CONCRETE PAVEMENT W/ 6 inch MONO CURB (WELCOME MAT) (CLASS P1 OR P2)	64	SY	$300.00	$19,200.00	$413.83	$26,485.12	$328.00	$20,992.00
1.16	4 inch REINFORCED CONCRETE PAVEMENT (SIDEWALK 5FT) (CLASS A) (INCLUDING 6 inch CURB)	990	SY	$65.00	$64,350.00	$72.94	$72,210.60	$74.80	$74,052.00
1.17	6 inch REINFORCED CONCRETE PAVEMENT (RESIDENTAIL DRIVEWAY)	182	SY	$70.00	$12,740.00	$147.97	$26,930.54	$137.00	$24,934.00
1.18	9 inch REINFORCED CONCRETE PAVEMENT (COMMERCIAL DRIVEWAY)	691	SY	$119.00	$82,229.00	$106.05	$73,280.55	$139.40	$96,325.40
1.19	REINFORCED CONCRETE STREET HEADER	89	LF	$250.00	$22,250.00	$23.37	$2,079.93	$17.10	$1,521.90
1.20	REINFORCED CONCRETE WHEEL STOP	1	EA	$500.00	$500.00	$226.21	$226.21	$222.90	$222.90
1.21	BARRIER FREE RAMP W/ TRUNCATED DOMES (5 ft WIDE) (TYPE 3)	1	EA	$3,000.00	$3,000.00	$3,254.61	$3,254.61	$2,637.10	$2,637.10
1.22	BARRIER FREE RAMP W/ TRUNCATED DOMES (5 ft WIDE) (TYPE 5) (AT MALONE STREET)	4	EA	$3,700.00	$14,800.00	$4,865.31	$19,461.24	$3,573.30	$14,293.20
1.23	BARRIER FREE RAMP W/ TRUNCATED DOMES (5 ft WIDE) (TYPE 7)	3	EA	$3,500.00	$10,500.00	$5,272.53	$15,817.59	$2,552.40	$7,657.20
1.24	2 inch HMAC TYPE D, INLCUDING TACK COAT & PRIME COAST AS REQUIRED	410	SY	$52.00	$21,320.00	$64.96	$26,633.60	$31.30	$12,833.00
1.25	4 inch HMAC TYPE B, INLCUDING TACK COAT & PRIME COAST AS REQUIRED	410	SY	$93.00	$38,130.00	$79.23	$32,484.30	$51.40	$21,074.00
1.26	6 inch FLEXBASE (TXDOT ITEM 247, TY A, GRADE 1 OR 2) (DRIVEWAY)	43	SY	$44.00	$1,892.00	$21.74	$934.82	$71.30	$3,065.90
1.27	BARRICADES, SIGNS, TRAFFIC HANDLING, AND MESSAGE BOARDS	1	LS	$45,000.00	$45,000.00	$47,537.87	$47,537.87	$48,964.60	$48,964.60
1.28	REFL PAV MRK TY I & TY II (W) 4 inch SOLID	753	LF	$3.00	$2,259.00	$1.91	$1,438.23	$1.90	$1,430.70
1.29	REFL PAV MRK TY I & TY II (W) 12 inch SOLID	20	LF	$9.00	$180.00	$12.76	$255.20	$12.60	$252.00
1.30	REFL PAV MRK TY I & TY II (W) 24 inch SOLID	418	LF	$14.00	$5,852.00	$17.40	$7,273.20	$17.20	$7,189.60
1.31	INSTALL NEW SIGN AND SIGN POST ASSEMBLY	8	EA	$600.00	$4,800.00	$1,537.58	$12,300.64	$1,515.40	$12,123.20
1.32	PERMANENT FENCE (RELOCATE/STORE/INSTALL)	142	LF	$75.00	$10,650.00	$86.52	$12,285.84	$80.50	$11,431.00
1.33	PROJECT SIGN	4	EA	$400.00	$1,600.00	$542.88	$2,171.52	$800.30	$3,201.20
1.34	STABILIZED CONSTRUCTION ENTRANCE (25 ftX50 ft) (ALLOWANCE)	2	EA	$3,500.00	$7,000.00	$2,552.00	$5,104.00	$3,033.00	$6,066.00
1.35	STORM WATER POLLUTION PREVENTION PLAN	1	LS	$20,000.00	$20,000.00	$4,060.00	$4,060.00	$5,487.00	$5,487.00
1.36	ROCK CHECK DAM (INSTALL/MAINTAIN/REMOVE)	1	EA	$2,500.00	$2,500.00	$3,242.21	$3,242.21	$1,829.20	$1,829.20
1.37	SEDIMENT CONTROL FENCE (FURNISH/INSTALL/MOVE/MAINTAIN/REMOVE)	2,214	LF	$2.50	$5,535.00	$2.61	$5,778.54	$2.10	$4,649.40
1.38	INLET PROTECTION (INSTALL/MAINTAIN/REMOVE)	22	EA	$500.00	$11,000.00	$110.20	$2,424.40	$125.80	$2,767.60
TOTAL AMOUNT BID - ROADWAY					**$1,195,765.00**		**$1,320,822.63**		**$1,453,703.50**
BASE BID - DRAINAGE									
2.1	12 inch DRAINAGE PIPE (RCP CLASS IV OR EQUIV HP PIPE) (SYSTEM A)	55	LF	$70.00	$3,850.00	$157.88	$8,683.40	$115.50	$6,352.50
2.2	18 inch DRAINAGE PIPE (RCP CLASS III OR EQUIV HP PIPE)	460	LF	$95.00	$43,700.00	$164.00	$75,440.00	$104.60	$48,116.00
2.3	18 inch DRAINAGE PIPE (RCP CLASS IV OR EQUIV HP PIPE) (SYSTEM A)	160	LF	$115.00	$18,400.00	$176.00	$28,160.00	$103.50	$16,560.00
2.4	24 inch DRAINAGE PIPE (RCP CLASS III OR EQUIC HP PIPE)	226	LF	$120.00	$27,120.00	$253.00	$57,178.00	$117.00	$26,442.00
2.5	30 inch DRAINAGE PIPR (RCP CLASS III OR EQUIV HP PIPE)	283	LF	$175.00	$49,525.00	$283.16	$80,134.28	$166.30	$47,062.90
2.6	36 inch DRAINAGE PIPR (RCP CLASS III OR EQUIV HP PIPE)	45	LF	$200.00	$9,000.00	$334.20	$15,039.00	$249.00	$11,205.00
2.7	48 inch DRAINAGE PIPE (RCP CLASS III OR EQUIV HP PIPE)	32	LF	$300.00	$9,600.00	$421.20	$13,478.40	$478.10	$15,299.20
2.8	28.5 inch X 18 inch ARCH PIPE CONCRETE CLASS IV	190	LF	$370.00	$70,300.00	$357.40	$67,906.00	$322.40	$61,256.00
2.9	5 ftx4 ft RCB	108	LF	$850.00	$91,800.00	$539.52	$58,268.16	$667.80	$72,122.40
2.10	4 inch POLYPROPYLENE DRAIN LINE	7	LF	$50.00	$350.00	$116.00	$812.00	$362.80	$2,539.60
2.11	5 ft STANDARD CURB INLET	2	EA	$5,500.00	$11,000.00	$6,844.00	$13,688.00	$6,699.60	$13,399.20
2.12	10 ft STANDARD CURB INLET	8	EA	$6,700.00	$53,600.00	$7,656.00	$61,248.00	$8,927.70	$71,421.60
2.13	15 ft STANDARD CURB INLET	2	EA	$14,000.00	$28,000.00	$12,910.80	$25,821.60	$16,033.10	$32,066.20
2.14	20 ft STANDARD CURB INLET	1	EA	$16,000.00	$16,000.00	$14,001.20	$14,001.20	$16,438.50	$16,438.50
2.15	3 ftX3 ft TXDOT PB AND FG LID	3	EA	$5,500.00	$16,500.00	$6,617.80	$19,853.40	$12,555.50	$37,666.50
2.16	3 ftX3 ft TXDOT PB AND SFG LID	1	EA	$7,000.00	$7,000.00	$4,738.61	$4,738.61	$27,613.20	$27,613.20
2.17	3 ftX3 ft TXDOT PB AND PAZD LID	1	EA	$6,500.00	$6,500.00	$4,802.40	$4,802.40	$27,612.20	$27,612.20
2.18	3 ft TYPE G-1 GRATE INLET	1	EA	$6,000.00	$6,000.00	$6,380.00	$6,380.00	$19,453.40	$19,453.40
2.19	5 ftx5 ft DROP INLET	1	EA	$7,000.00	$7,000.00	$8,027.20	$8,027.20	$11,623.40	$11,623.40
2.20	3 ftx3 ft JUNCTION BOX	2	EA	$7,000.00	$14,000.00	$4,576.20	$9,152.40	$7,533.00	$15,066.00
2.21	4 ftx4 ft JUNCTION BOX	3	EA	$7,500.00	$22,500.00	$5,510.00	$16,530.00	$8,622.90	$25,868.70
2.22	11.5 ftx8 ft JUNCTION BOX	1	EA	$20,000.00	$20,000.00	$27,840.00	$27,840.00	$39,208.10	$39,208.10
2.23	TXDOT SET PD-A (28.5 inch X 18 inch ARCH PIPE) (SYSTEM A)	1	EA	$8,000.00	$8,000.00	$3,903.41	$3,903.41	$10,827.20	$10,827.20
2.24	CONNECT TO EX PIPE (ALL SIZES)	5	EA	$800.00	$4,000.00	$2,900.00	$14,500.00	$4,867.60	$24,338.00
2.25	TRENCH EXCAVATION PROTECTION (STORM SYSTEM)	1,560	LF	$4.00	$6,240.00	$2.32	$3,619.20	$12.50	$19,500.00
TOTAL AMOUNT BID - DRAINAGE					**$549,985.00**		**$639,204.66**		**$699,057.80**
BASE BID - WASTEWATER									
3.1	ADJUST EXISTING WASTEWATER MANHOLE TO FINISHED GRADE (INCLUDES NEW SECTIONS)	3	EA	$500.00	$1,500.00	$1,392.00	$4,176.00	$3,710.00	$11,130.00
3.2	3000 PSI CONCRETE ENCASEMENT (EX SANITARY SYSTEM)	60	LF	$80.00	$4,800.00	$75.40	$4,524.00	$160.50	$9,630.00
TOTAL AMOUNT BID - WASTEWATER					**$6,300.00**		**$8,700.00**		**$20,760.00**
BASE BID - WATER									
4.1	FURNISH AND INSTALL 6 inch AWWA C900 DR 14 PVC WATER LINE BY OPEN CUT	35	LF	$100.00	$3,500.00	$78.88	$2,760.80	$103.10	$3,608.50
4.2	3000 PSI CONCRETE ENCASEMENT (WATER LINE)	80	LF	$80.00	$6,400.00	$75.40	$6,032.00	$107.30	$8,584.00
4.3	FURNISH AND INSTALL 6 inch GATE VALVE	1	EA	$3,300.00	$3,300.00	$2,668.00	$2,668.00	$3,611.40	$3,611.40
4.4	FURNISH AND INSTALL 12 inch GATE VALVE	1	EA	$5,800.00	$5,800.00	$6,844.00	$6,844.00	$7,987.40	$7,987.40
4.5	FURNISH AND INSTALL FIRE HYDRANT	1	EA	$6,900.00	$6,900.00	$8,990.00	$8,990.00	$11,655.30	$11,655.30
4.6	ADJUST EXISTING FIRE HYDRANT TO FINISHED GRADE	2	EA	$1,800.00	$3,600.00	$1,450.00	$2,900.00	$4,527.33	$9,054.66
4.7	TRENCH EXCAVATION PROTECTION (WATER SYSTEM)	35	LF	$15.00	$525.00	$5.80	$203.00	$90.40	$3,164.00
4.8	INSTALL WATER METER AND SERVICE LINE (2 inch) (CONNECT TO WATER LINE)	1	EA	$3,200.00	$3,200.00	$4,950.00	$4,950.00	$4,068.40	$4,068.40
4.9	EXISTING WATER METER AND SERVICE LINE ADJUSTMENT & RESTORATION	1	LS	$2,500.00	$2,500.00	$4,930.00	$4,930.00	$5,872.30	$5,872.30
4.10	CONNECT TO EXISTING WATER LINE	2	EA	$5,700.00	$11,400.00	$3,926.60	$7,853.20	$8,940.30	$17,880.60
4.11	EX WATER MAIN ADJUSTEMENT (LOWERING / RAISING)	2	EA	$8,000.00	$16,000.00	$10,324.00	$20,648.00	$18,655.90	$37,311.80
TOTAL AMOUNT BID - WATER					**$63,125.00**		**$68,779.00**		**$112,798.36**
BASE BID - ILLUMINATION									
5.1	DRILL SHAFT (RDWY ILL POLE) (6 FEET LN X 30 INCHES DIA)	96	LF	$700.00	$67,200.00	$806.20	$77,395.20	$456.20	$43,795.20
5.2	ILLUMINATION CONDT (PVC) (SCHD 40) (2 inch) - TRENCH	3,040	LF	$22.00	$66,880.00	$16.24	$49,369.60	$25.10	$76,304.00
5.3	ILLUMINATION CONDT (PVC) (SCHD 40) (2 inch) - BORE	270	LF	$36.00	$9,720.00	$45.24	$12,214.80	$41.10	$11,097.00
5.4	ELECTRIC CONDR (NO. 8) BARE	3,310	LF	$2.50	$8,275.00	$3.48	$11,518.80	$2.70	$8,937.00
5.5	ELECTRIC CONDR (NO. 8) INSULATED	7,100	LF	$2.60	$18,460.00	$3.48	$24,708.00	$2.80	$19,880.00
5.6	ELECTRICAL GROUND BOX TY A (122311) W / SHARED APRON	20	EA	$2,200.00	$44,000.00	$1,711.00	$34,220.00	$2,515.10	$50,302.00
5.7	ELECTRICAL SERVICE TYPE A (240/480)60(NS)AL(E)PS(U)	1	EA	$20,000.00	$20,000.00	$13,572.00	$13,572.00	$16,576.80	$16,576.80
5.8	ELECTRICAL SERVICE TYPE D (120/240)60(NS)AL(E)PS(U)	1	EA	$20,000.00	$20,000.00	$13,572.00	$13,572.00	$16,576.90	$16,576.90
5.9	LUMINAIRE LED FIXTURE AND POLE ASSEMBLY	18	EA	$16,000.00	$288,000.00	$17,539.20	$315,705.60	$17,142.70	$308,568.60
5.10	FIBER CONDT (PVC) (SCHD 40) (2 inch) - TRENCH	1,920	LF	$22.00	$42,240.00	$18.56	$35,635.20	$25.10	$48,192.00
5.11	FIBER CONDT (PVC) (SCHD 40) (2 inch) - BORE	130	LF	$36.00	$4,680.00	$45.24	$5,881.20	$41.10	$5,343.00
5.12	FIBER GROUND BOX FC-5 (24X36X36) W/ APRON	4	EA	$10,000.00	$40,000.00	$7,540.00	$30,160.00	$9,717.50	$38,870.00
TOTAL AMOUNT BID - ILLUMINATION					**$629,455.00**		**$623,952.40**		**$644,442.50**
BASE BID - LANDSCAPE									
6.1	SOD (ROLL MIN. 24 inch WIDE) (BERMUDA SOD)	26,756	SF	$1.75	$46,823.00	$0.85	$22,742.60	$0.70	$18,729.20
6.2	4 inch TOPSOIL (BERMUDA SOD) (PARKWAY)	330	CY	$76.00	$25,080.00	$82.00	$27,060.00	$66.30	$21,879.00
6.3	TREE, 3 inch CAL (CRAPE MYRTLE) (ORNAMENTAL TREE)	9	EA	$1,000.00	$9,000.00	$713.81	$6,424.29	$1,360.40	$12,243.60
6.4	TREE, 3 inch CAL (MEXICAN BUCKEYE) (ORNAMENTAL TREE)	9	EA	$1,000.00	$9,000.00	$713.81	$6,424.29	$1,630.40	$14,673.60
6.5	TREE, 3 inch CAL (OKLAHOMA TEXAS REDBUD) (ORNAMENTAL TREE)	9	EA	$1,800.00	$16,200.00	$713.81	$6,424.29	$1,440.50	$12,964.50
6.6	AZTEC GRASS, 1 GAL (GROUNDCOVER)	139	EA	$75.00	$10,425.00	$6.99	$971.61	$16.00	$2,224.00
6.7	VARIGATED LILY TURF, 1 GAL (GROUNDCOVER)	52	EA	$60.00	$3,120.00	$6.99	$363.48	$16.00	$832.00
6.8	MONROE WHITE LIRIOPE, 1 GAL (GROUNDCOVER)	141	EA	$86.00	$12,126.00	$6.99	$985.59	$17.20	$2,425.20
6.9	ASIATIC JASMINE, 1 GAL (GROUNDCOVER)	116	EA	$105.00	$12,180.00	$6.99	$810.84	$9.20	$1,067.20
6.10	DECOMPOSED GRANITE (4 inch DEPTH)	25	CY	$150.00	$3,750.00	$146.82	$3,670.50	$276.70	$6,917.50
6.11	12 inch MIX COMPOST AT A PLANTING AREA	27	CY	$150.00	$4,050.00	$70.84	$1,912.68	$77.80	$2,100.60
6.12	FILTER FABRIC	2,055	SF	$0.75	$1,541.25	$0.20	$411.00	$0.80	$1,644.00
6.13	STEEL EDGING	1,305	LF	$16.00	$20,880.00	$11.73	$15,307.65	$12.60	$16,443.00
TOTAL AMOUNT BID - LANDSCAPE					**$174,175.25**		**$93,508.82**		**$114,143.40**
BASE BID - IRRIGATION									
7.1	IRRIGATION (PLANTING) (DRIP)	711	SF	$3.00	$2,133.00	$0.99	$703.89	$3.20	$2,275.20
7.2	IRRIGATION (TREE) (BUBBLER)	27	EA	$100.00	$2,700.00	$17.18	$463.86	$91.50	$2,470.50
7.3	IRRIGATION (TURF) (SPRAYS)	7,560	SF	$2.00	$15,120.00	$1.00	$7,560.00	$1.30	$9,828.00
7.4	IRRIGATION CONTROLER AND ASSOCIATED CONTROL EQUIPMENT	1	EA	$13,000.00	$13,000.00	$5,589.20	$5,589.20	$4,424.30	$4,424.30
7.5	IRRIGATION BACKFLOW DEVICE	1	EA	$3,500.00	$3,500.00	$4,077.27	$4,077.27	$3,041.00	$3,041.00
7.6	IRRIGATION CONDT (PVC) (SCHD 40)	840	LF	$20.00	$16,800.00	$6.27	$5,266.80	$12.60	$10,584.00
7.7	IRRIGATION VALVES AND ASSOCIATED CONNECTION TO THE IRRIGATION CONTROLLER	10	EA	$800.00	$8,000.00	$770.22	$7,702.20	$617.30	$6,173.00
7.8	6 inch IRRIGATION SLEEVING BORING UNDER BEECH STREET	104	LF	$100.00	$10,400.00	$41.50	$4,316.00	$18.30	$1,903.20
7.9	TEMPORARY IRRIGATION	19,196	SF	$2.00	$38,392.00	$0.15	$2,879.40	$0.30	$5,758.80
7.10	PRIVATE IRRIGATION ADJUSTMENT & RESTORATION (ADJACENT PROPERTIES)	1	LS	$15,000.00	$15,000.00	$4,511.07	$4,511.07	$14,862.00	$14,862.00
TOTAL AMOUNT BID - IRRIGATION					**$125,045.00**		**$43,069.69**		**$61,320.00**
TOTAL AMOUNT BASE BID					**$2,743,850.25**		**$2,798,037.20**		**$3,106,225.56**

Owner: **City of Celina**
Job No.: **064542436**
Project: **Oklahoma Drive Improvements - R63**
Date: **February 17, 2026**

BIDDER 10
A&D Paving LLC
Decatur
TX

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
BASE BID - ROADWAY					
1.1	GENERAL SITE PREPARATION (INCLUDING TREE REMOVAL)	1	LS	$75,400.00	$75,400.00
1.2	UNCLASSIFIED STREET EXCAVATION	2,553	CY	$40.00	$102,120.00
1.3	EMBANKMENT (ROADWAY) (DENSITY CONTROL)	268	CY	$53.64	$14,375.52
1.4	SAWCUT, REMOVE EXISTING CONCRETE PAVEMENT (INCLUDING CURBS) (ANY THICKNESS)	622	SY	$25.00	$15,550.00
1.5	REMOVE EXISTING ASPHALT PAVEMENT (UP TO 8 inch THICK)	3,457	SY	$20.00	$69,140.00
1.6	REMOVE EXISTING GRAVEL PAVEMENT AND DRIVEWAY	356	SY	$20.00	$7,120.00
1.7	SAWCUT, REMOVE EXISTING SIDEWALKS AND RAMPS	114	SY	$20.00	$2,280.00
1.8	REMOVE EXISTING FENCE	142	LF	$20.00	$2,840.00
1.9	REMOVE FIRE HYDRANT ASSEMBLY	1	EA	$661.25	$661.25
1.10	REMOVE EXISTING RIPRAP	54	SY	$20.00	$1,080.00
1.11	REMOVE EX DRAINAGE STRUCTURE (INLET, HEADWALL, MANHOLE)	4	EA	$1,200.00	$4,800.00
1.12	6 inch LIME STABILIZED SUBGRADE	4,478	SY	$46.00	$205,988.00
1.13	HYDRATED LIME (36 LB/SY)	81	TON	$400.00	$32,400.00
1.14	9 inch REINFORCED CONCRETE PAVEMENT W/ 6 inch MONO CURB (STREET) (CLASS P1 OR P2)	3,914	SY	$96.44	$377,466.16
1.15	9 inch REINFORCED CONCRETE PAVEMENT W/ 6 inch MONO CURB (WELCOME MAT) (CLASS P1 OR P2)	64	SY	$165.44	$10,588.16
1.16	4 inch REINFORCED CONCRETE PAVEMENT (SIDEWALK 5FT) (CLASS A) (INCLUDING 6 inch CURB)	990	SY	$101.01	$99,999.90
1.17	6 inch REINFORCED CONCRETE PAVEMENT (RESIDENTAIL DRIVEWAY)	182	SY	$160.00	$29,120.00
1.18	9 inch REINFORCED CONCRETE PAVEMENT (COMMERCIAL DRIVEWAY)	691	SY	$180.00	$124,380.00
1.19	REINFORCED CONCRETE STREET HEADER	89	LF	$93.81	$8,349.09
1.20	REINFORCED CONCRETE WHEEL STOP	1	EA	$4,200.00	$4,200.00
1.21	BARRIER FREE RAMP W/ TRUNCATED DOMES (5 ft WIDE) (TYPE 3)	1	EA	$4,200.00	$4,200.00
1.22	BARRIER FREE RAMP W/ TRUNCATED DOMES (5 ft WIDE) (TYPE 5) (AT MALONE STREET)	4	EA	$4,200.00	$16,800.00
1.23	BARRIER FREE RAMP W/ TRUNCATED DOMES (5 ft WIDE) (TYPE 7)	3	EA	$4,200.00	$12,600.00
1.24	2 inch HMAC TYPE D, INLCUDING TACK COAT & PRIME COAST AS REQUIRED	410	SY	$29.56	$12,119.60
1.25	4 inch HMAC TYPE B, INLCUDING TACK COAT & PRIME COAST AS REQUIRED	410	SY	$39.21	$16,076.10
1.26	6 inch FLEXBASE (TXDOT ITEM 247, TY A, GRADE 1 OR 2) (DRIVEWAY)	43	SY	$81.30	$3,495.90
1.27	BARRICADES, SIGNS, TRAFFIC HANDLING, AND MESSAGE BOARDS	1	LS	$49,500.00	$49,500.00
1.28	REFL PAV MRK TY I & TY II (W) 4 inch SOLID	753	LF	$2.00	$1,506.00
1.29	REFL PAV MRK TY I & TY II (W) 12 inch SOLID	20	LF	$10.00	$200.00
1.30	REFL PAV MRK TY I & TY II (W) 24 inch SOLID	418	LF	$20.00	$8,360.00
1.31	INSTALL NEW SIGN AND SIGN POST ASSEMBLY	8	EA	$2,937.00	$23,496.00
1.32	PERMANENT FENCE (RELOCATE/STORE/INSTALL)	142	LF	$107.80	$15,307.60
1.33	PROJECT SIGN	4	EA	$935.00	$3,740.00
1.34	STABILIZED CONSTRUCTION ENTRANCE (25 ftX50 ft) (ALLOWANCE)	2	EA	$4,312.50	$8,625.00
1.35	STORM WATER POLLUTION PREVENTION PLAN	1	LS	$2,200.00	$2,200.00
1.36	ROCK CHECK DAM (INSTALL/MAINTAIN/REMOVE)	1	EA	$4,180.00	$4,180.00
1.37	SEDIMENT CONTROL FENCE (FURNISH/INSTALL/MOVE/MAINTAIN/REMOVE)	2,214	LF	$4.73	$10,472.22
1.38	INLET PROTECTION (INSTALL/MAINTAIN/REMOVE)	22	EA	$1,500.00	$33,000.00
TOTAL AMOUNT BID - ROADWAY					**$1,413,736.50**
BASE BID - DRAINAGE					
2.1	12 inch DRAINAGE PIPE (RCP CLASS IV OR EQUIV HP PIPE) (SYSTEM A)	55	LF	$203.26	$11,179.30
2.2	18 inch DRAINAGE PIPE (RCP CLASS III OR EQUIV HP PIPE)	460	LF	$154.46	$71,051.60
2.3	18 inch DRAINAGE PIPE (RCP CLASS IV OR EQUIV HP PIPE) (SYSTEM A)	160	LF	$170.60	$27,296.00
2.4	24 inch DRAINAGE PIPE (RCP CLASS III OR EQUIC HP PIPE)	226	LF	$195.16	$44,106.16
2.5	30 inch DRAINAGE PIPR (RCP CLASS III OR EQUIV HP PIPE)	283	LF	$239.83	$67,871.89
2.6	36 inch DRAINAGE PIPR (RCP CLASS III OR EQUIV HP PIPE)	45	LF	$391.50	$17,617.50
2.7	48 inch DRAINAGE PIPE (RCP CLASS III OR EQUIV HP PIPE)	32	LF	$451.22	$14,439.04
2.8	28.5 inch X 18 inch ARCH PIPE CONCRETE CLASS IV	190	LF	$280.37	$53,270.30
2.9	5 ftx4 ft RCB	108	LF	$936.61	$101,153.88
2.10	4 inch POLYPROPYLENE DRAIN LINE	7	LF	$140.72	$985.04
2.11	5 ft STANDARD CURB INLET	2	EA	$6,569.38	$13,138.76
2.12	10 ft STANDARD CURB INLET	8	EA	$8,337.50	$66,700.00
2.13	15 ft STANDARD CURB INLET	2	EA	$11,960.00	$23,920.00
2.14	20 ft STANDARD CURB INLET	1	EA	$21,390.00	$21,390.00
2.15	3 ftX3 ft TXDOT PB AND FG LID	3	EA	$5,347.50	$16,042.50
2.16	3 ftX3 ft TXDOT PB AND SFG LID	1	EA	$7,682.00	$7,682.00
2.17	3 ftX3 ft TXDOT PB AND PAZD LID	1	EA	$7,682.00	$7,682.00
2.18	3 ft TYPE G-1 GRATE INLET	1	EA	$7,682.00	$7,682.00
2.19	5 ftx5 ft DROP INLET	1	EA	$8,464.00	$8,464.00
2.20	3 ftx3 ft JUNCTION BOX	2	EA	$9,113.75	$18,227.50
2.21	4 ftx4 ft JUNCTION BOX	3	EA	$8,030.83	$24,092.49
2.22	11.5 ftx8 ft JUNCTION BOX	1	EA	$23,086.25	$23,086.25
2.23	TXDOT SET PD-A (28.5 inch X 18 inch ARCH PIPE) (SYSTEM A)	1	EA	$4,467.75	$4,467.75
2.24	CONNECT TO EX PIPE (ALL SIZES)	5	EA	$920.00	$4,600.00
2.25	TRENCH EXCAVATION PROTECTION (STORM SYSTEM)	1,560	LF	$4.60	$7,176.00
TOTAL AMOUNT BID - DRAINAGE					**$663,321.96**
BASE BID - WASTEWATER					
3.1	ADJUST EXISTING WASTEWATER MANHOLE TO FINISHED GRADE (INCLUDES NEW SECTIONS)	3	EA	$9,000.00	$27,000.00
3.2	3000 PSI CONCRETE ENCASEMENT (EX SANITARY SYSTEM)	60	LF	$200.00	$12,000.00
TOTAL AMOUNT BID - WASTEWATER					**$39,000.00**
BASE BID - WATER					
4.1	FURNISH AND INSTALL 6 inch AWWA C900 DR 14 PVC WATER LINE BY OPEN CUT	35	LF	$192.21	$6,727.35
4.2	3000 PSI CONCRETE ENCASEMENT (WATER LINE)	80	LF	$54.63	$4,370.40
4.3	FURNISH AND INSTALL 6 inch GATE VALVE	1	EA	$4,427.50	$4,427.50
4.4	FURNISH AND INSTALL 12 inch GATE VALVE	1	EA	$8,050.00	$8,050.00
4.5	FURNISH AND INSTALL FIRE HYDRANT	1	EA	$6,325.00	$6,325.00
4.6	ADJUST EXISTING FIRE HYDRANT TO FINISHED GRADE	2	EA	$2,300.00	$4,600.00
4.7	TRENCH EXCAVATION PROTECTION (WATER SYSTEM)	35	LF	$46.00	$1,610.00
4.8	INSTALL WATER METER AND SERVICE LINE (2 inch) (CONNECT TO WATER LINE)	1	EA	$2,472.50	$2,472.50
4.9	EXISTING WATER METER AND SERVICE LINE ADJUSTMENT & RESTORATION	1	LS	$2,185.00	$2,185.00
4.10	CONNECT TO EXISTING WATER LINE	2	EA	$3,737.50	$7,475.00
4.11	EX WATER MAIN ADJUSTEMENT (LOWERING / RAISING)	2	EA	$9,000.00	$18,000.00
TOTAL AMOUNT BID - WATER					**$66,242.75**
BASE BID - ILLUMINATION					
5.1	DRILL SHAFT (RDWY ILL POLE) (6 FEET LN X 30 INCHES DIA)	96	LF	$863.50	$82,896.00
5.2	ILLUMINATION CONDT (PVC) (SCHD 40) (2 inch) - TRENCH	3,040	LF	$38.50	$117,040.00
5.3	ILLUMINATION CONDT (PVC) (SCHD 40) (2 inch) - BORE	270	LF	$70.40	$19,008.00
5.4	ELECTRIC CONDR (NO. 8) BARE	3,310	LF	$3.52	$11,651.20
5.5	ELECTRIC CONDR (NO. 8) INSULATED	7,100	LF	$3.52	$24,992.00
5.6	ELECTRICAL GROUND BOX TY A (122311) W / SHARED APRON	20	EA	$2,333.10	$46,662.00
5.7	ELECTRICAL SERVICE TYPE A (240/480)60(NS)AL(E)PS(U)	1	EA	$16,178.80	$16,178.80
5.8	ELECTRICAL SERVICE TYPE D (120/240)60(NS)AL(E)PS(U)	1	EA	$15,334.00	$15,334.00
5.9	LUMINAIRE LED FIXTURE AND POLE ASSEMBLY	18	EA	$24,542.10	$441,757.80
5.10	FIBER CONDT (PVC) (SCHD 40) (2 inch) - TRENCH	1,920	LF	$39.60	$76,032.00
5.11	FIBER CONDT (PVC) (SCHD 40) (2 inch) - BORE	130	LF	$56.10	$7,293.00
5.12	FIBER GROUND BOX FC-5 (24X36X36) W/ APRON	4	EA	$7,493.20	$29,972.80
TOTAL AMOUNT BID - ILLUMINATION					**$888,817.60**
BASE BID - LANDSCAPE					
6.1	SOD (ROLL MIN. 24 inch WIDE) (BERMUDA SOD)	26,756	SF	$1.00	$26,756.00
6.2	4 inch TOPSOIL (BERMUDA SOD) (PARKWAY)	330	CY	$75.02	$24,756.60
6.3	TREE, 3 inch CAL (CRAPE MYRTLE) (ORNAMENTAL TREE)	9	EA	$1,144.00	$10,296.00
6.4	TREE, 3 inch CAL (MEXICAN BUCKEYE) (ORNAMENTAL TREE)	9	EA	$1,644.50	$14,800.50
6.5	TREE, 3 inch CAL (OKLAHOMA TEXAS REDBUD) (ORNAMENTAL TREE)	9	EA	$1,617.00	$14,553.00
6.6	AZTEC GRASS, 1 GAL (GROUNDCOVER)	139	EA	$15.02	$2,087.78
6.7	VARIGATED LILY TURF, 1 GAL (GROUNDCOVER)	52	EA	$14.30	$743.60
6.8	MONROE WHITE LIRIOPE, 1 GAL (GROUNDCOVER)	141	EA	$20.74	$2,924.34
6.9	ASIATIC JASMINE, 1 GAL (GROUNDCOVER)	116	EA	$13.59	$1,576.44
6.10	DECOMPOSED GRANITE (4 inch DEPTH)	25	CY	$451.00	$11,275.00
6.11	12 inch MIX COMPOST AT A PLANTING AREA	27	CY	$286.00	$7,722.00
6.12	FILTER FABRIC	2,055	SF	$1.00	$2,055.00
6.13	STEEL EDGING	1,305	LF	$15.02	$19,601.10
TOTAL AMOUNT BID - LANDSCAPE					**$139,147.36**
BASE BID - IRRIGATION					
7.1	IRRIGATION (PLANTING) (DRIP)	711	SF	$18.59	$13,217.49
7.2	IRRIGATION (TREE) (BUBBLER)	27	EA	$418.00	$11,286.00
7.3	IRRIGATION (TURF) (SPRAYS)	7,560	SF	$2.64	$19,958.40
7.4	IRRIGATION CONTROLER AND ASSOCIATED CONTROL EQUIPMENT	1	EA	$7,865.00	$7,865.00
7.5	IRRIGATION BACKFLOW DEVICE	1	EA	$7,150.00	$7,150.00
7.6	IRRIGATION CONDT (PVC) (SCHD 40)	840	LF	$26.13	$21,949.20
7.7	IRRIGATION VALVES AND ASSOCIATED CONNECTION TO THE IRRIGATION CONTROLLER	10	EA	$1,215.50	$12,155.00
7.8	6 inch IRRIGATION SLEEVING BORING UNDER BEECH STREET	104	LF	$60.06	$6,246.24
7.9	TEMPORARY IRRIGATION	19,196	SF	$1.00	$19,196.00
7.10	PRIVATE IRRIGATION ADJUSTMENT & RESTORATION (ADJACENT PROPERTIES)	1	LS	$14,300.00	$14,300.00
TOTAL AMOUNT BID - IRRIGATION					**$133,323.33**
TOTAL AMOUNT BASE BID					**$3,343,589.50**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1418383

Date Filed:
02/09/2026

Date Acknowledged:
02/23/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SYB CONSTRUCTION CO., INC.
VENUS, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF CELINA

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2026-021
OKLAHOMA DR IMPROVEMENTS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
BENNETT, RICHARD	VENUS, TX United States	X	
WOOD, BRIAN	VENUS, TX United States	X	
HOWERTON JR, VERNON	VENUS, TX United States		X
BENNETT, WALTER	VENUS, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Life Connected.

Parks
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Steve Walsh, Director of Parks and Recreation
CC: Karla Stovall, Assistant City Manager, Kimberly Brawner, Assistant City Manager
Date: March 10, 2026

Agenda Item:
Consider and act to award Bid #2026-002 for architectural, landscape architecture, and engineering services to Parkhill, Smith, & Cooper, Inc., for Ousley Park and S. Arkansas Street improvements in the amount of $2,947,500.00. (Walsh)

Background Information:
On January 9, 2024, the City Council approved the overall master plan for Ousley Park. The master plan will continue to be utilized as a guiding document as the actual design services are performed for the park.

Ousley Park is approximately 30 acres of parkland bordered on the north by FM455, on the east by Doe Branch Creek and on the west by S. Arkansas Street. Within the park boundary includes the Ralph O'Dell Senior Center which has been operational for approximately two years, the new Parks Administration Building (design services provided by Parkhill) which began construction last year, Doe Branch Trail & Stream Restoration construction to begin in the coming months, and the historic Bobcat Stadium.

The objective is to create an impactful downtown, urban park for Celina's residents and visitors that preserves our heritage and incorporates the unique history of the area. This contract will include the design services for the remaining portions of the park and will include major elements such as a community playground, trails, pickleball courts, covered basketball courts, dog park, outdoor fitness stations, a performance platform, new turf and sports lighting for Bobcat Stadium, parking, and related infrastructure. Design services for S. Arkansas Street will include on-street parking, storm drainage, utilities, site lighting, landscaping, site furnishings, etc.

The anticipated project schedule includes approximately 12 months for design services and an additional 12–18 months for construction administration.

The total amount of the contract is $2,947,500 with the basic professional services totaling $2,871,500. Three additional service tasks are included to support the project. These include:

Additional Service Task 01 – Maintenance & Operations Manual

- Parkhill will facilitate the development of a maintenance and operations manual to be utilized by the Parks & Recreation Department upon acceptance of the park. The manual will ensure the intended design is maintained, provides frequency of maintenance tasks, provides guidance on maintenance equipment needed to perform proper maintenance, and staffing needs to support the park management initiatives.
- Total of $9,000

Additional Service Task 02 – Parking Study

- Parkhill will facilitate a parking capacity study to evaluate the parking needs for the project based on the programmatic elements currently within the park and the new elements to be added.
- Total of $34,500

Additional Service Task 03 – Public Relations

- Parkhill will provide strategic public relations and communications support to promote project awareness and community engagement. Deliverables to include public-facing materials, presentations, digital content and support for stakeholder outreach meetings and related initiatives.
- Total of $32,500

Legal Review:
The agreement has been previously reviewed.

Supporting Documents:
1. Staff Presentation
2. Agreement
3. Agenda Recap
4. Bid Tabulation
5. Dept Initial Eval Summary
6. Final Ranking Summary
7. Form 1295

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

Staff Recommendation:
Staff recommends awarding the agreement as presented.



Ousley Park
Design Contract

March 10, 2026

- Consider awarding architectural contract to Parkhill for Ousley Park & S. Arkansas Street design services
- Park Master Plan approved by City Council January 2024
- RFQ process with 15 submissions from local and national design firms
- Design Funded in FY 2025 Bond Funds



Ousley Park - Approximately 30 Acres

- Ralph O'Dell Senior Center opened in 2023
- Parks Administration Building opening in 2026
- Doe Branch Trail & Stream Restoration project ready for construction
- Parkhill contract for design services for remainer of parkland & Arkansas Street







Celina Ousley Park Improvements
503 E. Pecan Street, Celina TX, 75009

Exhibit D - Project Boundary
02.17.2026

Parkhill

45715.25
A1

Project Objectives & Project Elements

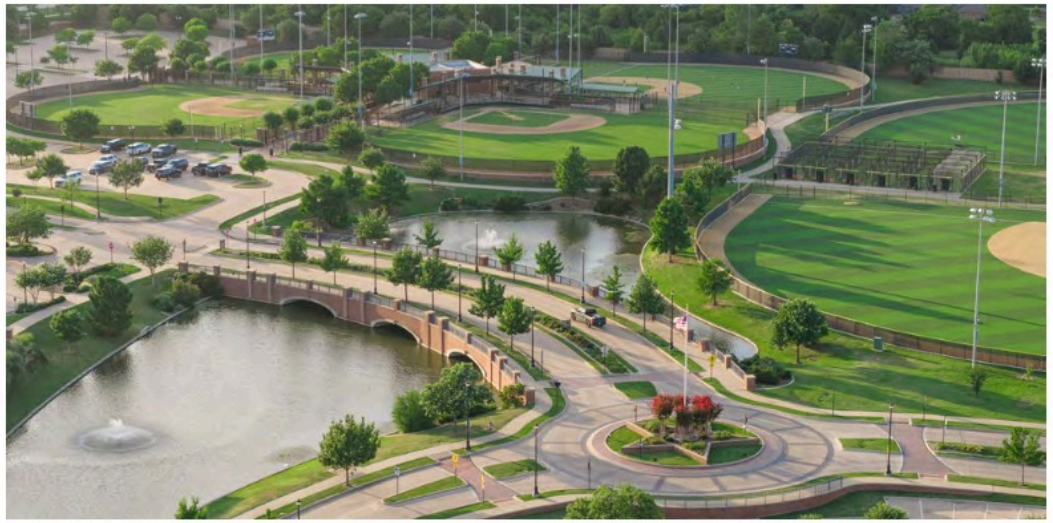
- Create an impactful downtown, urban park for residents, businesses & visitors that preserves & celebrates Celina's history.
- Incorporate public art installations showcasing the unique history of the area.
- Utilization of water conservation efforts that can be modeled throughout the community.
- Continue to promote civic pride & connection.

- 2024 Master Plan utilized as a guiding document
- Community playground & performance platform
- Pickleball courts & covered basketball pavillion
- Dog park & picnic pavillion(s)
- Trails & open space
- Renovations to historic Bobcat Stadium including new turf and sports lighting
- Redesign of S. Arkansas Street with on-street parking and related infrastructure

Parkhill

BICENTENNIAL PARK AND PICKLEBALL COMPLEX

Southlake, TX











Parkhill

FORT WORTH DREAM PARK

Fort Worth, TX











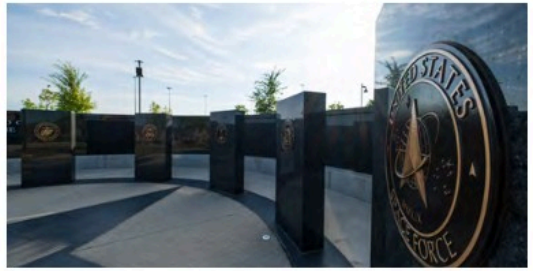
Parkhill

MIDLOTHIAN COMMUNITY PARK PHASE 2

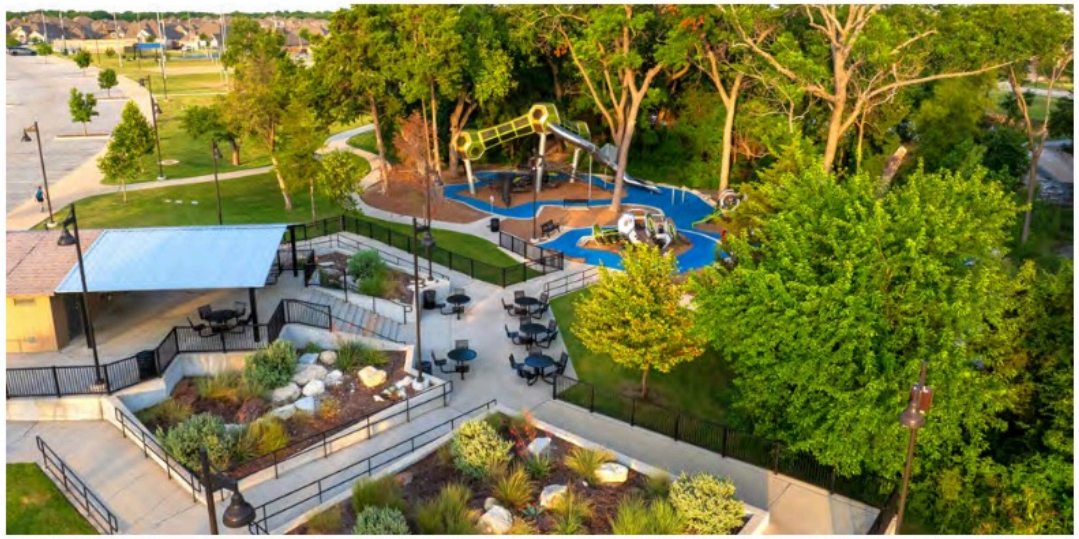
Midlothian, TX















Thank You!

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City of Celina, Texas

Standard Professional Services Agreement

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (Owner) and **Parkhill, Smith, & Cooper Inc** (Consultant) for the design of the **Ousley Park Design RFQ 2026-002** (Project). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract is between the Owner and the Consultant, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last Party.

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Exhibit A-Scope of Work and Fees, Exhibit B-Insurance Requirements, Exhibit C-Specifications and Response Documents, all Change Orders or Amendments issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Agreement.

ARTICLE 2: RECITALS

2.1 The City desires to have the Consultant review plans related to the design of the **Ousley Park Design RFQ 2026-002**; and

2.2 The Consultant has the knowledge, ability, and experience to provide such services; and

2.3 The City desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein and in Exhibit A: Scope of Services and Fees, which is attached hereto and incorporated herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the City, unless sooner terminated as provided herein.

3.2 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other Party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made based on services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that the City requires a modification of this Agreement with Consultant, and in the event the Parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made by the City in

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accordance with the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the City, shall be performed by Consultant in accordance with the City's requirements and as set forth in the attached Exhibit A, Scope of Services, and fees.

If there is a conflict between the above quoted subjects and Exhibit A, then such conflict shall be resolved pursuant to the provisions of Section 10.11, below.

4.2 AUTHORIZED AGENT

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the City as approved by resolution of the City Council of the City of Celina, Texas, and the designated authorized agent for the Consultant.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the City monthly.

5.2 Work will be performed at the rates set forth in Exhibit A – Fee Schedule, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

5.3 Consultant payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Consultant. If the City fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to Consultant by City as instructed on invoices.

5.4 Consultant shall submit invoice for the prior month by the 10th of the following month.

ARTICLE 6: TIME FOR COMPLETION

6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s). Specific periods of time for rendering services are set forth in Exhibit A to this Agreement, by which times defined services are to be completed.

6.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is executed between the Parties.

ARTICLE 7: INDEMNIFICATION

7.1 THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, REASONABLE ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING

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DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CONSULTANT, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CONSULTANT'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CONSULTANT SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO CONSULTANT AS A MATTER OF LAW.

7.02 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY PARTY.

7.03 CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.

7.04 CONSULTANT SHALL DEFEND AND INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Insurance

The Consultant shall provide and maintain insurance as listed in the insurance requirements document, Exhibit B.

ARTICLE 9: DEFAULT

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by City to Consultant, City may, at its sole discretion without prejudice to any other right or remedy.

(a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by the City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by the City at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, the City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the City out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.

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(b) The City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and Consultant shall retain ownership and property interest therein whether or not the work is completed. The City may make and retain copies of any plans or specifications provided under this Agreement for the use by City and others; such documents are not intended or suitable for reuse by City or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Consultant without the prior written consent of the City. In the event of an assignment by Consultant to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the Parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with the City prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Collin County, Texas.

10.6 Notices.

All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Celina

142 N. Ohio Street
Celina, TX 75009
469-813-4194
Contracts@celina-tx.gov

Parkhill, Smith & Cooper

5844 John Hickman Parkway, Suite 500

Frisco

United States

Texas

75034

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10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

(a) The City and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Consultant are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other Party in respect of all covenants and obligations of this Agreement.

(b) Neither the City nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting, or transfer is mandated by law, or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

(c) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person, or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Consultant.

10.9 Prohibition against Boycotting Of Israel

The City is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not and will not during the term of contract boycott Israel as described in Texas Government Code §2270. By submitting a response to this solicitation, contractor verifies that it does not and will not during the term of this agreement boycott Israel.

10.10 Prohibition of Contracts with Certain Companies

The City is legally prohibited from contracting with a company that is identified on a list prepared and maintained by the State Comptroller of Texas under Texas Government Code §2252.153 or §2270.0201. By submitting a response to this solicitation, contractor verifies that it is not on any such list.

10.11 Conflict.

If a conflict exists between this Agreement, and an Exhibit, the Request for Qualification (“RFQ”), and/or the Response, then such conflicts shall be resolved as follows:

(a) If a conflict exists between this Agreement and an Exhibit, the RFQ, or the Response, then this Agreement shall control.

(b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

(c) If a conflict exists between the Response and the RFQ, the RFQ shall control.

10.12 Severability

Any provision or part of this Agreement that is held to be void or unenforceable under any law or regulation or by a court of competent jurisdiction shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a

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valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.13 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.14 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF CELINA	**CONSULTANT**
	Signed by: kyle laferney B0B7ADCF46FC4FD...
Robert Ranc, City Manager	Signature
	kyle laferney
	Printed Name
	2/23/2026
Date	Date

Council Approved:

Exhibit A: Scope of Work & Fees
Exhibit B: Insurance Requirements
Exhibit C: Specification & Response Documents

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Parkhill

Exhibit A

February 23, 2026

Ms. Kimberly Brawner
Assistant City Manager
City of Celina
142 N. Ohio Street
Celina, Texas 75009

RE: Proposal for Professional Services
Ousley Park & Arkansas Drive Improvements
Project Address: 503 E. Pecan Street, Celina, TX 75009

Dear Ms. Brawner:

PARKHILL (A/E) is pleased to have the opportunity to provide Architectural, Landscape Architecture, and Engineering services to the City of Celina, 142 N. Ohio Street, Celina, Texas 75009 (CLIENT) for Ousley Park & Arkansas Drive Improvements (PROJECT).

PROJECT DESCRIPTION

- Project Site: The project site consists of approximately 30 acres of land situated along Doe Branch Creek containing the original Bobcat Stadium, the Ralph O'Dell Senior Center and the Parks & Recreation Administration Building, as well as Arkansas Drive from E. Pecan Street (FM 455) to E. Oak Street, ref. Exhibit 4 – Project Boundaries. The property is located adjacent to the Entertainment District, single family residential, commercial and undeveloped properties.
- Project Objective: The objective of the project is to create a downtown, urban park for residents that preserves Celina's heritage and incorporates the unique history of the area. Permanent and rolling public art installations will be an integral part of park design / layout. Water conservation needs to be a major focus in terms of plant material selection and irrigation design as the CLIENT intends for the park to serve as the standard for future development.
- Project Elements: The program of development shall include, but not be limited to, the following elements per the 2024 Ousley Park Master Plan: public art installation areas (permanent & rolling), all-abilities community playground, recirculating splash pad, fitness area, amphitheater, restrooms, re-development of ex. pavilion structure, pavilion(s), food truck area, pickleball courts, covered basketball courts, dog park, community garden, new synthetic turf at Bobcat Field, update of ex. sports lighting fixtures to LED, sidewalk / trail, open space, parking, maintenance vehicle parking, drive approaches along multiple city roadways and a TxDOT roadway (FM455), redesign of Arkansas Drive with on-street parking, storm drainage, utilities, site lighting (i.e. roadway, parking, sidewalk/trail, sports and playground), signage, landscape, irrigation and site furnishings.
- Project Budget: The proposed construction budget for the Ousley Park Improvements project is Twenty-Two Million Dollars ($22,000,000) plus a proposed construction budget of Six Million Five Hundred Thousand Dollars ($6,500,000) for improvements to Arkansas Drive.

BASIC PROFESSIONAL SERVICES – SCOPE OF WORK

A/E shall provide the Basic Professional Services detailed in Exhibit 1 – Scope of Work during development of the PROJECT. The Scope of Work is to include Landscape Architecture, Civil Engineering, Architecture, Structural Engineering, Mechanical / Electrical / Plumbing Engineering, AV/Data/Security, Surveying and Irrigation services.

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PROJECT SCHEDULE

A tentative schedule for submitting our work is as follows:

Pre-Design Services	Est. 1-2 Months
Design Services	Est. 8-10 Months
Construction Administration Services	Est. 12-18 Months

Changes to the above schedule may become necessary due to changes in scope or other circumstances beyond the A/E's control. Should the schedule extend more than three (3) during the PROJECT through no fault of the A/E, the A/E shall be eligible for additional services.

COMPENSATION

Compensation for the Basic Professional Services described in Exhibit 1 – Scope of Work shall be as provided in Exhibit 2 – Fee Schedule of this Proposal and shall be billed on percentage complete method unless otherwise noted. Should the scope of services described in Exhibit 1 change during the PROJECT, the compensation will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using A/E's standard hourly rate schedule. Invoices will reflect the hourly rate schedule currently in effect for each calendar year.

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to the A/E's Compensation for Basic Professional Services and will be billed at an invoice cost plus a ten (10%) percent markup for handling costs. Reimbursable Expenses include, but are not limited to travel, postage / shipping, reproductions / copies, color plots / prints, accessibility plan review and inspection fees and reports. These expenses shall be invoiced to a Not-to - Exceed Allowance as noted in Exhibit 2 – Fee Schedule.

Invoices will be sent to:
Ryan Quigley
City of Celina
142 N. Ohio Street
Celina, Texas 75009.

PARKHILL will also send invoices via the email address accountspayable@celina-tx.gov with a CC to Catherine Oduro, coduro@celina-tx.gov.

If this proposal meets your expectations, you may indicate your acceptance by returning one signed copy to our office. Upon receipt, we will wait to receive your Agreement. We will not proceed until the Agreement has been executed by both parties.

We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your project. If you have any questions, please do not hesitate to call us.

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Sincerely,

PARKHILL

By _____
Kyle LaFerney
Regional Client Leader | Principal

By _____
Chad Davis, RLA
Director of Landscape Architecture | Partner

CITY OF CELINA (CLIENT)

Signature: _____

Name: _____

Title: _____

Date: _____

JW/ilc

Enclosures: Exhibit 1 – Basic Professional Services – Scope of Work
Exhibit 2 – Fee Schedule
Exhibit 3 – Hourly Rate Schedule
Exhibit 4 – Project Boundaries
Exhibit 5 – Survey Boundaries

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects and landscape architects in Texas."

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EXHIBIT 1

BASIC PROFESSIONAL SERVICES – SCOPE OF WORK

CITY OF CELINA | OUSLEY PARK IMPROVEMENTS

The A/E shall provide the following Basic Professional Services for the Ousley Park Improvements project.

TASK 01 - PRE-DESIGN PHASE SERVICES

TOPOGRAPHIC SURVEY

The A/E shall secure the services of a registered professional land surveyor to provide a topographic survey for preparation of the Construction Documents, ref. Exhibit 5 – Survey Boundaries. The survey will provide a minimum contour interval of one (1') foot, show any existing facilities nearby, finish floor elevations at each doorway, visible utilities with measure downs, trees with a 4-inch caliper or greater (including species), back of curb, gutter and centerline elevations on streets, adjacent driveways, street material type(s), all above ground elements, all markers, signage, property corner pins, right-of-way and other miscellaneous items. Surveyors shall identify any property outside the right-of-way that may require permission to survey at least one (1) week prior to survey in these areas. Three (3) control points/benchmarks located outside the limits of construction shall be provided. This survey will comply with standard City of Celina requirements.

SUBSURFACE UTILITY ENGINEERING (SUE)

The A/E shall secure the services of a professional land surveyor to provide subsurface utility engineering (SUE) to manage risk regarding utilities, ref. Exhibit 5 – Survey Boundaries. The SUE shall be performed pursuant to the American Society of Civil Engineers (ASCE) Standards Number CI-38-22, under quality levels QL-B and QL-A that establish accuracy in the X, Y, and Z position of a utility.

- QL-B Designation – Visit the project site and utilize surface geophysical techniques (i.e. electromagnetic locating) to determine the horizontal (X, Y) position of utilities.

GEOTECHNICAL INVESTIGATION AND REPORT

The A/E shall secure the services of an independent geotechnical engineering company to investigate the engineering properties of the soils and to make recommendations on the design of the building foundation(s), paving, retaining walls, etc. A total of fifteen (15) borings will be taken across the project site at a depth of twenty-five feet (25ft) per boring to provide an understanding of the soil properties within Ousley Park and along Arkansas Drive.

FLOOD STUDY – DOE BRANCH

The A/E shall provide a flood study to determine the hydraulic impact of the proposed improvements and to determine measures to mitigate any adverse impacts. A/E shall use the CLIENT's existing hydrological and hydraulic models for Doe Branch as the basis of the work.

- Obtain effective hydrological and hydraulic models for Doe Branch from CLIENT.
- Investigate changes to the watershed modeling that may be needed to reflect current development patterns.
- Create a revised existing model to reflect current conditions.
- Create a proposed model to reflect all improvements to the park including all impervious areas planned.
- Determine impacts to the watershed's calculation of peak discharges through and downstream of the park site.
- Investigate mitigation alternatives to consider if adverse impacts are seen.
- Compare computed flow rates to those used in the stream design project and ensure no adverse impacts are anticipated.
- Determine if changes to the flow rates associated with the surrounding park improvements will be considered adverse.

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- Provide up to two (2) alternatives to mitigate any adverse impacts.
- Prepare a technical report to summarize the study and findings to support the planned park improvements.
- Meetings: Attend up to three (3) in-person meetings with CLIENT to discuss project and progress.

OUSLEY PARK PLAT
The A/E shall secure the services of a registered professional land surveyor to provide a preliminary plat and final plat for the park property based on improvements to the property and City of Celina requirements. The surveyor shall provide a preliminary plat at the conclusion of the Design Development Phase providing a general layout of the park to determine the adequacy of public facilities and compliance with the Codes of Celina. The surveyor shall provide a final plat at the conclusion of the Construction Documents Phase to ensure that development of the property is in accordance with City of Celina requirements. Once approved the surveyor shall provide all necessary copies required for plat submission and set up all monuments required for property corners, if necessary.

PARKS TOUR
The A/E shall coordinate and participate in a park facilities tour to inform the CLIENT and key stakeholders of current trends in park facility design. The A/E shall coordinate with staff to provide a method of polling attendees' preferences regarding specific park facilities to visit and the date on which the visits shall be conducted. A virtual park tour coordination meeting shall be held with the CLIENT to develop a park facility destination plan to maximize the number of facilities toured. The Parks tour will consist of visiting up to five (5) park facilities within the DFW Metroplex Area over a single day. A/E shall provide transportation for tour with the total number of CLIENT attendees being limited to twelve (12).

TASK 02 – DESIGN SERVICES PHASE FOR OUSLEY PARK IMPROVEMENTS

SCHEMATIC DESIGN PHASE SERVICES
The CLIENT has established the master plan, overall project budget, and desired program elements for the development of Ousley Park. This phase of development will serve to further develop the overall layout, park theming, and design direction of the park improvements. The A/E shall use the current Ousley Park Master Plan program elements as the basis / guideline for the Schematic Design Phase. The A/E shall prepare up to three (3) conceptual layouts for presentation/discussion, park theming concepts and a final layout/theming based on feedback provided during the community engagement process. The A/E and CLIENT shall finalize the direction of / programming for the existing pavilion structure during this phase.

Meetings: One (1) SD phase kick-off meeting, one (1) SD concept review meeting with staff, one (1) community engagement meeting to gather feedback on SD concepts / theming, one (1) Parks & Recreation Board presentation, two (2) City Council presentations and virtual meetings as necessary to discuss various items during this phase of development.

Deliverables: Up to three (3) SD Phase Conceptual Layouts and Theming Concepts, 100% SD Design Review Submittal, up to five (5) photo realistic renderings and Opinion of Probable Construction Cost.

DESIGN DEVELOPMENT PHASE SERVICES
This phase will serve as a continuation of the Schematic Design Phase offering a deeper exploration into the details of the site and structure designs. The A/E shall prepare drawings and other documents to fix and describe the size and character of the project regarding site, architectural, civil, structural, mechanical, plumbing and electrical systems, materials, and other elements as appropriate. The A/E shall coordinate with governmental authorities and provide information requested for compliance with applicable codes, ordinances and laws. The A/E shall coordinate with local utility providers as necessary to obtain information regarding impacts and how those impacts may affect the project cost.

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Meetings: One (1) DD phase kick-off meeting following CLIENT approval to move forward into the Design Development Phase, one (1) pre-application/development meeting, two (2) DD design review meetings to go over staff comments following submittal review, one (1) Parks & Recreation Board presentation, one (1) City Council presentation, and virtual meetings as necessary to discuss various items during this phase of development.

Deliverables: 50% DD Design Review Submittal, 100% DD Design Review Submittal, Site Plan Submittal for Development Services, and Updated Opinion of Probable Construction Cost.

CONSTRUCTION DOCUMENT PHASE SERVICES

Upon approval of the Design Development documents, the A/E shall develop plans, coordinate the various elements and systems, develop construction details and prepare the material/technical specifications setting forth in detail the requirements for construction of the project. The A/E shall meet all applicable City of Celina design and construction standards, coordinate plans with City Departments, meet all state regulations and submit construction documents to the CLIENT for development review at the intervals noted below.

Meetings: One (1) CD phase kick-off meeting following CLIENT approval to move forward into the Construction Document Phase, two (2) CD design review meetings to go over departmental comments following submittal review, one (1) City Council presentation, and virtual meetings as necessary to discuss various items during this phase of development.

Deliverables: 50% CD Design Review Submittal, 90% CD Design Review Submittal, Bid-Issue Construction Documents, Project Manual (Front End Documents & Technical Specifications), and Updated Opinion of Probable Construction Cost.

BIDDING AND NEGOTIATION PHASE SERVICES

The A/E shall provide/perform the following services: Assist in preparation of necessary bidding information/forms, answer questions from Bidders and prepare Addenda as necessary, review substitution requests from subcontractors, attend CMAR Bid Opening, assist CLIENT / CMAR in pre-qualification of subcontractors, assist CLIENT/Construction Manager in pre-bid / proposal meeting, inform and assist CLIENT (to the best of their knowledge) in connection with CLIENT's responsibility for filing documents required for approval of governmental authorities having jurisdiction of the PROJECT.

CONSTRUCTION ADMINSTRATION AND OBSERVATION PHASE SERVICES

The A/E shall visit the site at intervals as agreed upon by the CLIENT and A/E in writing below to become familiar with the progress and quality of the Work completed, and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. The project landscape architect and engineer shall participate in weekly OAC meetings virtually when said meeting is not designated as an on-site meeting. However, the A/E shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of on-site observation, the A/E shall keep the CLIENT informed on the progress and quality of the Work.

The A/E shall review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and Construction Documents, provide responses to requests for information (RFI) or clarifications, prepare Construction Change Requests and Change Orders (as required), conduct on-site meetings once a month to review pay applications and the project's construction progress, assist the CLIENT in conducting the substantial completion and final completion observations, and assist the CLIENT with closeout procedures.

Meetings/Site Visits: The A/E shall assist CLIENT/CMAR with pre-construction meeting, conduct up to eighteen (18) on-site meetings to review pay applications and the project's construction progress, up to eight (8) additional on-site meetings, one (1) substantial completion observation and one (1) final completion observation.

Except as expressly stated in the Scope of Work, the A/E shall not be responsible to supervise, direct or have control over Work of CLIENT's Contractors, subcontractors or other service/material providers, including any designated General Contractor / Construction Manager of CLIENT or any subcontractors thereof nor have any responsibility for the Contractor's means, methods, techniques, sequences or procedures selected by Contractors nor for the Contractors' safety precautions or programs in connection with Work. These rights and responsibilities are solely those of and between the CLIENT and the applicable Contractors. The CLIENT agrees that the A/E is not responsible for the job-site condition or on-site worker safety, except as otherwise expressly stated in the Scope of Work.

Except unless prohibited by applicable law, the A/E shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of Work or any agent or employee of any of them. The A/E does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform or furnish any applicable Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations. The A/E shall not be responsible for any delays in the execution of the Work caused by the General Contractor / Construction Manager.

RECORD DRAWING PHASE SERVICES

The A/E shall transfer information provided by the Contractor on their Construction Document Markups/As-Built Drawings after construction is completed to digital files (AutoCAD/REVIT/PDF) and provide these files to the CLIENT.

TASK 03 – DESIGN PHASE SERVICES FOR ARKANSAS DRIVE

PRELIMINARY ENGINEERING PHASE SERVICES

Upon approval of the Schematic Design Phase contained in TASK 02 of these Basic Professional Services, the A/E shall provide the following services:

- Attend a project kickoff with CLIENT to coordinate design efforts and walk the site with City Staff.
- Analyze the suitability of the City of Celina's standard pavement section based on site-specific soil conditions gathered during the geotechnical investigation.
- Ensure that design review submittals are compliant with current City of Celina design criteria, specifications and standards as well as State and Federal regulations as appropriate.
- Coordinate with PROJECT hydrological and hydraulic analysis.
- Identify any potential right-of-way (ROW) / easement acquisition needs based on the proposed design.
- Submit detailed construction plans at 30% CD Design Review and 60% CD Design Review submittal milestones. In addition to standard plan sheets, each submittal should include the items listed below unless otherwise stated:
    - Roadway plan(s), profile(s) and cross section(s).
    - Drainage calculations, including pre-development and post-development project drainage area calculations, inlet calculations, hydraulic calculation tables and others as required.
    - Storm drain plan(s), profile(s) and cross section(s) as necessary.
    - Suggested erosion control plan(s).
    - Street / pedestrian lighting plan(s).
    - Sign and pavement marking plan(s).
    - Water line adjustment plan(s).
    - Sanitary sewer plan(s) and profile(s).
- Attend design review meetings to go over departmental comments following submittal review.
- Provide TxDOT submittal for intersection with FM 455 following the 30% CD Design Review submittal.
- Provide internal quality assurance / quality control (QA/QC) reviews with each design review submittal, in full compliance with the City of Celina design criteria.

- If a design variance request is required, the A/E shall prepare a summary of the requested variance(s) for inclusion with the 30% CD Design Review submittal and provide all supporting documentation necessary for review and approval no later than the 60% CD Design Review submittal. Potential variance(s) shall be discussed with / reviewed by the CLIENT prior to submission of any final variance request(s).

Meetings: One (1) preliminary engineering phase kick-off meeting following CLIENT approval of the Schematic Design Phase contained in TASK 02, two (2) CD design review meetings to go over departmental comments following submittal review, one (1) TxDOT review meeting and virtual meetings as necessary to discuss various items during this phase of development.

Deliverables: 30% CD Design Review Submittal, TxDOT Submittal, 60% CD Design Review Submittal and Opinion of Probable Construction Cost at each submittal.

FINAL ENGINEERING PHASE SERVICES

Upon approval of the Preliminary Engineering Phase Services, the A/E shall provide the following services:

- Ensure that design review submittals are compliant with current City of Celina design criteria, specifications and standards as well as State and Federal regulations as appropriate.
- Coordinate with PROJECT hydrological and hydraulic analysis.
- Prepare metes and bounds legal descriptions and corresponding exhibits for any new right-of-way or easements, as required.
- Submit detailed construction plans at 90% CD Design Review and 100% CD Design submittal milestones. In addition to standard plan sheets, each submittal should include the items listed below unless otherwise stated:
  - Roadway plan(s), profile(s) and cross section(s).
  - Drainage calculations, including pre-development and post-development project drainage area calculations, inlet calculations, hydraulic calculation tables and others as required.
  - Storm drains plan(s), profile(s) and cross section(s) as necessary.
  - Suggested erosion control plan(s).
  - Street / pedestrian lighting plan(s).
  - Sign and pavement marking plan(s).
  - Water line adjustment plan(s).
  - Sanitary sewer plan(s) and profile(s).
  - Traffic Control Plan(s).
  - Front End Documents & Technical Specifications.
- Attend design review meetings to go over departmental comments following submittal review.
- Attend a site walkthrough with City Staff following the 90% CD Design Review meeting.
- Address any TxDOT comments provided during the initial submittal review and provide updated TxDOT submittal for intersection with FM 455.
- Provide internal quality assurance / quality control (QA/QC) reviews with each design review submittal, in full compliance with the City of Celina design criteria.

Meetings: Two (2) CD design review meetings to go over departmental comments following submittal review and virtual meetings as necessary to discuss various items during this phase of development.

Deliverables: 90% CD Design Review Submittal, Updated TxDOT Submittal, 100% CD Design Submittal (signed & sealed), Project Manual (Front End Documents & Technical Specifications) and Opinion of Probable Construction Cost at each submittal.

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BIDDING AND NEGOTIATION PHASE SERVICES
The A/E shall provide/perform the following services: Assist in preparation of necessary bidding information/forms, answer questions from Bidders and prepare Addenda as necessary, review substitution requests from subcontractors, attend Bid Opening, assist CLIENT in pre-qualification of contractors, assist CLIENT with pre-bid / proposal meeting, inform and assist CLIENT (to the best of their knowledge) in connection with CLIENT's responsibility for filing documents required for approval of governmental authorities having jurisdiction of the PROJECT.

CONSTRUCTION ADMINISTRATION AND OBSERVATION PHASE SERVICES
The A/E shall visit the site at intervals as agreed upon by the CLIENT and A/E in writing below to become familiar with the progress and quality of the Work completed, and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. The project engineer and landscape architect shall participate in weekly OAC meetings virtually when said meeting is not designated as an on-site meeting. However, the A/E shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of on-site observation, the A/E shall keep the CLIENT informed on the progress and quality of the Work.

The A/E shall review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and Construction Documents, provide responses to requests for information (RFI) or clarifications, prepare Construction Change Requests and Change Orders (as required), conduct on-site meetings once a month to review pay applications and the project's construction progress, assist the CLIENT in conducting the substantial completion and final completion observations, and assist the CLIENT with closeout procedures.

Meetings/Site Visits: The A/E shall assist CLIENT with pre-construction meetings, conduct up to twelve (12) on-site meetings to review pay applications and the project's construction progress, up to six (6) additional on-site meetings, one (1) substantial completion observation and one (1) final completion observation.

Except as expressly stated in the Scope of Work, the A/E shall not be responsible to supervise, direct or have control over Work of CLIENT's Contractors, subcontractors or other service/material providers, including any designated General Contractor / Construction Manager of CLIENT or any subcontractors thereof nor have any responsibility for the Contractor's means, methods, techniques, sequences or procedures selected by Contractors nor for the Contractors' safety precautions or programs in connection with Work. These rights and responsibilities are solely those of and between the CLIENT and the applicable Contractors. The CLIENT agrees that the A/E is not responsible for the job-site condition or on-site worker safety, except as otherwise expressly stated in the Scope of Work.

Except unless prohibited by applicable law, the A/E shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of Work or any agent or employee of any of them. The A/E does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform or furnish any applicable Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations. The A/E shall not be responsible for any delays in the execution of the Work caused by the General Contractor/Construction Manager.

RECORD DRAWING PHASE SERVICES
The A/E shall transfer information provided by the Contractor on their Construction Document Markups/As-Built Drawings after construction is completed to digital files (AutoCAD/REVIT/PDF) and provide these files to the CLIENT.

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TASK 04 – PERMITTING PHASE SERVICES

A/E shall provide coordination and support for potential permitting submissions to the U.S. Army Corps of Engineers (USACE) related to the mitigated stream located within the project limits. This scope includes preparation of exhibit materials, impact narratives, and technical documentation necessary to support USACE review, as well as coordination with the CLIENT and regulatory agencies as required. Services will be tailored to the level of review determined by USACE and may include responses to agency comments to facilitate timely permitting.

This concludes the Basic Professional Services (Scope of Work) to be provided by the A/E.

ADDITIONAL SERVICES

Additional Services are services that are not specifically included in the Basic Professional Services noted above (i.e. additional meetings beyond those described above, subdividing the project into multiple sets and/or bids, “fly-through” animations, renderings, etc.). Said services shall be described and compensation established and authorized by the CLIENT in writing prior to the A/E providing said services. Additional Services shall be attached to the Agreement as an Amendment. The following Additional Services are not included in the Basic Professional Services but can be provided upon request and written authorization by the CLIENT.

Additional Service Task 01 – Maintenance & Operations Manual for Ousley Park
The A/E shall facilitate the development of a maintenance and operations manual for the PROJECT by working directly with the CLIENT to establish the CLIENT’S desired maintenance standards for the PROJECT. The availability of resources dedicated to maintenance and operations of the park should be contemplated as design decisions are made and the maintenance and operations manual is developed. The operations manual shall establish levels of maintenance for each distinct area of the PROJECT based on anticipated usage and visibility and identify specific tasks and frequency of maintenance for each level.

Compensation for Additional Service Task 01 – Maintenance & Operations Manual, as described above, shall be based on a lump sum amount, plus reimbursable expenses, and shall be billed on a percentage-complete basis as described in Exhibit 2 – Fee Schedule. Should the Scope of Work described above change during the project, the compensation for this Additional Service shall be adjusted by a mutually agreed-upon amount or based on an hourly rate method using the A/E’s Standard Hourly Rate Schedule, Exhibit 3.

Additional Service Task 02 – Parking Study
The A/E shall prepare a parking capacity study to evaluate the parking needs for the PROJECT based on the programmatic elements. The Scope of Work for this Additional Service includes the following:

- Coordinate with CLIENT to determine best assumptions for site land uses.
- Determine trip generation to the site using ITE Trip Generation 11th Edition.
- Develop site trip distribution to designated park areas based on available existing traffic data patterns.
- Produce trip assignment figures showing peak parking volumes at each lot.
- Evaluate daily peak and weekend peak hours for parking capacity.
- Prepare a technical memo to summarize findings.

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Compensation for Additional Service Task 02 – Parking Study, as described above, shall be based on a lump sum amount, plus reimbursable expenses, and shall be billed on a percentage-complete basis as described in Exhibit 2 – Fee Schedule. Should the Scope of Work described above change during the project, the compensation for this Additional Service shall be adjusted by a mutually agreed-upon amount or based on an hourly rate method using the A/E's Standard Hourly Rate Schedule, Exhibit 3.

Additional Service Task 03 – Public Relations
The A/E shall provide strategic public relations and communications support to promote project awareness, transparency, and community engagement throughout the planning and design process. This scope includes development of key project messaging, coordination of public-facing materials such as updates, presentations, and digital content, and support for stakeholder outreach efforts. A/E will closely work with the CLIENT to ensure communications align with project milestones, strengthen public trust, and effectively convey project goals, progress, and benefits.

Compensation for Additional Service Task 03 – Public Relations, as described above, shall be based on an hourly rate not-to-exceed allowance, plus reimbursable expenses, and shall be billed as described in Exhibit 2 – Fee Schedule. Should the Scope of Work described above change during the project, the compensation for this Additional Service shall be adjusted by a mutually agreed-upon amount authorized in writing by the CLIENT.

EXCLUSIONS

The intent of this Basic Services (Scope of Work) is to include only the services specifically listed herein for this PROJECT. Services specifically excluded from the Basic Professional Services include, but are not limited to the following:

- Fees for Permits and Advertising.
- Storm Water Pollution Prevention Plan (SWPPP).
- Asbestos and Hazardous Materials Studies.
- Field Surveying or Production of Related Maps for Purposes of Determining Off-Site Utility Locations or Construction Control / Layout.
- Design of Off-Site Utility Services or Drainage Facilities to a distance of more than 100 feet from the Project Site Boundary.
- Construction Inspection Services.
- Construction Materials Testing.
- Full-time or More Frequent than Provided as Basic Professional Services and Detailed Observation of the Contractor's Work-in-Progress.
- Environmental Impact Statement(s), Assessment(s) or Permit(s).
- Development of FEMA LOMR and CLOMR Submittals.
- Traffic Engineering Reports or Studies.
- Archaeological Survey(s).
- Interior Design.
- Submittals and/or Coordination with the United States Army Corps of Engineers.
- 3D Renderings.

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- Procurement of Public Art and Artist Selection.
- Splash Pad Design beyond the Schematic Design Phase Services.
- Preparation of Construction Documents for more than Task 02 and Task 03.
- Phased Construction.
- Fast-track Construction.
- Texas Department of Health Demolition Notification.
- Commissioning and Special Inspections,
- Furniture, Fixtures and Equipment Planning and Documentation.

ITEMS AND SERVICES TO BE PROVIDED BY THE CLIENT

The CLIENT shall provide the following items and services to the A/E in the performance of the PROJECT upon request.

- Boundary Survey for project site.
- Existing data the CLIENT has on file concerning the project, as available.
- As-built plans / digital files for the existing facilities and / or utilities, as available.
- Assist the A/E in obtaining any required data and information from local utility companies, as available.
- Standard details and specifications in digital format.
- Assist the A/E in requiring appropriate utility companies to expose underground utilities within the right-of-way and / or easements, as required.
- Plan coordination / approval with franchise utility companies.
- Hydrologic and hydraulic models for Doe Branch.
- Conducting assessments, acquiring easements, filing required documentation and coordinating with property owners regarding right-of-way or easement acquisition.
- Public Art.

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EXHIBIT 2

FFE SCHEDULE

CITY OF CELINA | OUSLEY PARK IMPROVEMENTS

TASK 01 – PRE DESIGN PHASE SERVICES	$	**313,400.00**
a. Topographic Survey for Ousley Park	$	80,400.00
b. Topographic Survey for Arkansas Drive	$	21,200.00
c. Subsurface Utility Engineering (SUE)	$	45,100.00
d. Geotechnical Investigation and Report	$	44,500.00
e. Flood Study – Doe Branch	$	56,000.00
f. Ousley Park Platting	$	37,400.00
g. Parks Tour	$	28,800.00
TASK 02 – DESIGN PHASE SERVICES FOR OUSLEY PARK	$	**1,892,300.00**
a. Schematic Design Phase	$	334,900.00
b. Design Development Phase	$	386,400.00
c. Construction Document Phase	$	551,300.00
d. Bidding and Negotiation Phase	$	76,800.00
e. Construction Administration and Observation Phase	$	474,700.00
f. Record Drawing Phase	$	68,200.00
TASK 03 – DESIGN PHASE SERVICES FOR ARKANSAS DRIVE	$	**640,800.00**
a. Preliminary Engineering Phase	$	208,400.00
b. Final Engineering Phase	$	190,500.00
c. Bidding and Negotiation Phase	$	49,100.00
d. Construction Administration and Observation Phase	$	163,100.00
e. Record Drawing Phase	$	29,700.00
TASK 04 – PERMITTING PHASE SERVICES	$	**10,000.00**
a. Permitting Phase Allowance	$	10,000.00
Basic Professional Services	$	2,856,500.00
Reimbursable Expenses	$	15,000.00
Total Basic Professional Services plus Reimbursables	$	**2,871,500.00**

ADDITIONAL SERVICE TASK 01 – Maintenance & Operations Manual		
a. Maintenance & Operations Manual for Ousley Park	$	7,500.00
b. Reimbursable Expenses	$	1,500.00
Total for Additional Service Task 01	**$**	**9,000.00**
ADDITIONAL SERVICE TASK 02 – Parking Study		
a. Parking Study	$	33,500.00
b. Reimbursable Expenses	$	1,000.00
Total for Additional Service Task 02	**$**	**34,500.00**
ADDITIONAL SERVICE TASK 03 – Public Relations		
a. Public Relations Allowance	$	30,000.00
b. Reimbursable Expenses	$	2,500.00
Total for Additional Service Task 03	**$**	**32,500.00**

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EXHIBIT 3
Parkhill
Hourly Rate Schedule
January 1, 2026 through December 31, 2026

Client: City of Celina

Project: Ousley Park Improvements

Agreement Date:

Location: 142 N. Ohio Street
Celina, Texas 75009

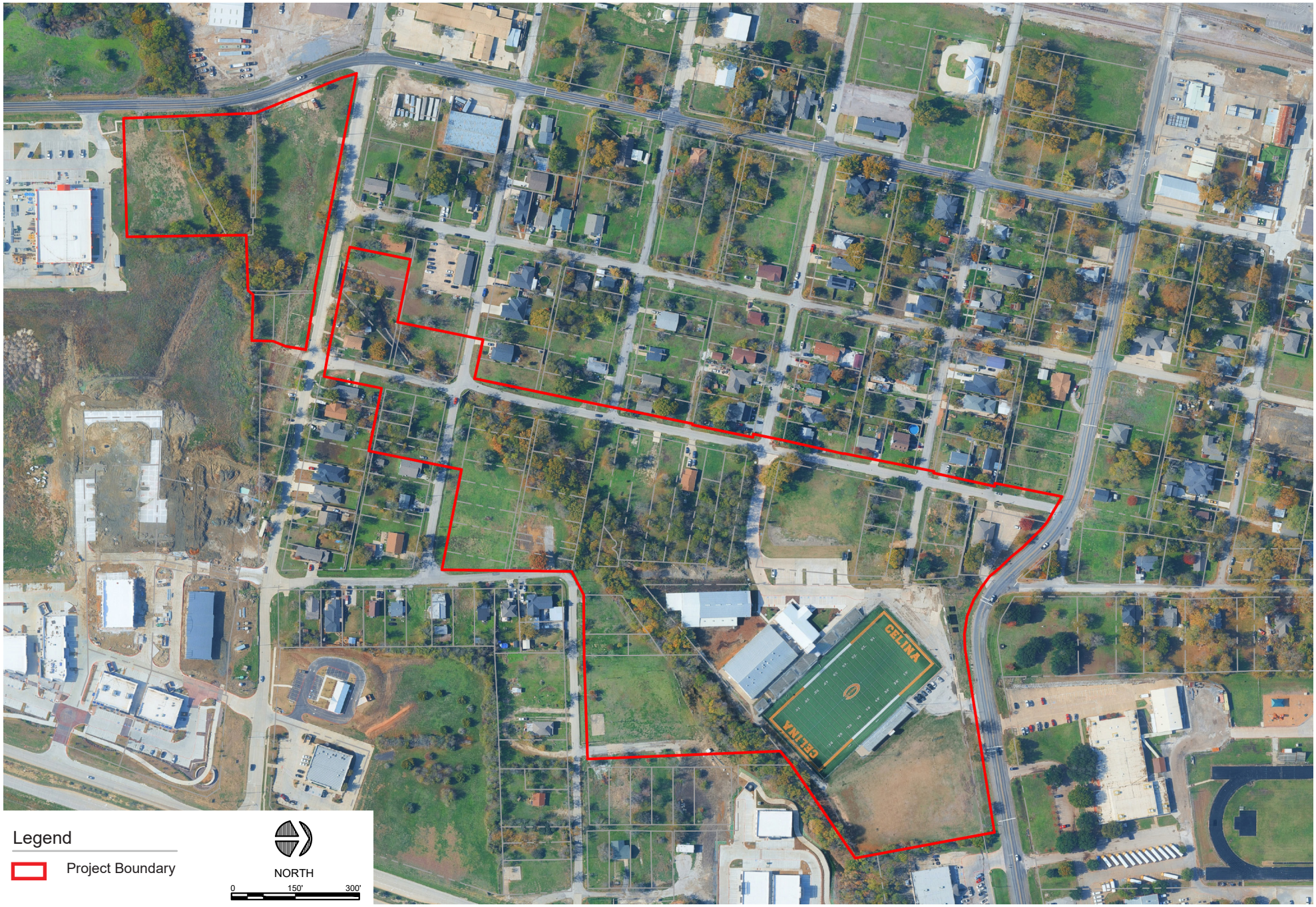
CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	$84.00
SUPPORT STAFF II	$97.00
SUPPORT STAFF III	$134.00
SUPPORT STAFF IV	$142.00
SUPPORT STAFF V	$157.00
SUPPORT STAFF VI	$171.00
PROFESSIONAL LEVEL I	
Architect	$171.00
Civil Engineer	$184.00
Electrical Engineer	$185.00
Interior Designer	$158.00
Landscape Architect	$158.00
Mechanical Engineer	$177.00
Structural Engineer	$176.00
Survey Tech	$149.00
Other Professional	$155.00
PROFESSIONAL LEVEL II	
Architect	$185.00
Civil Engineer	$207.00
Electrical Engineer	$210.00
Interior Designer	$166.00
Landscape Architect	$166.00
Mechanical Engineer	$203.00
Structural Engineer	$200.00
Survey Tech	$163.00
Other Professional	$164.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL III	
Architect	$210.00
Civil Engineer	$254.00
Electrical Engineer	$244.00
Interior Designer	$182.00
Landscape Architect	$196.00
Mechanical Engineer	$237.00
Structural Engineer	$244.00
Survey Tech	$190.00
Other Professional	$180.00
PROFESSIONAL LEVEL IV	
Architect	$256.00
Civil Engineer	$296.00
Electrical Engineer	$285.00
Interior Designer	$200.00
Landscape Architect	$213.00
Mechanical Engineer	$277.00
Structural Engineer	$282.00
Survey Tech	$231.00
Other Professional	$213.00
PROFESSIONAL LEVEL V	
Architect	$310.00
Civil Engineer	$351.00
Electrical Engineer	$344.00
Interior Designer	$239.00
Landscape Architect	$259.00
Mechanical Engineer	$332.00
Structural Engineer	$310.00
Professional Land Surveyor	$262.00
Other Professional	$237.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL VI	
Architect	$327.00
Civil Engineer	$352.00
Electrical Engineer	$346.00
Interior Designer	$259.00
Landscape Architect	$277.00
Mechanical Engineer	$335.00
Structural Engineer	$314.00
Professional Land Surveyor	$293.00
Other Professional	$270.00
PROFESSIONAL LEVEL VII	
Architect	$417.00
Civil Engineer	$425.00
Electrical Engineer	$412.00
Interior Designer	$356.00
Landscape Architect	$356.00
Mechanical Engineer	$396.00
Structural Engineer	$415.00
Professional Land Surveyor	$355.00
Other Professional	$341.00

The Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2026 through December 31, 2026.
After December 31, 2026, invoices will reflect the Schedule of Charges currently in effect.

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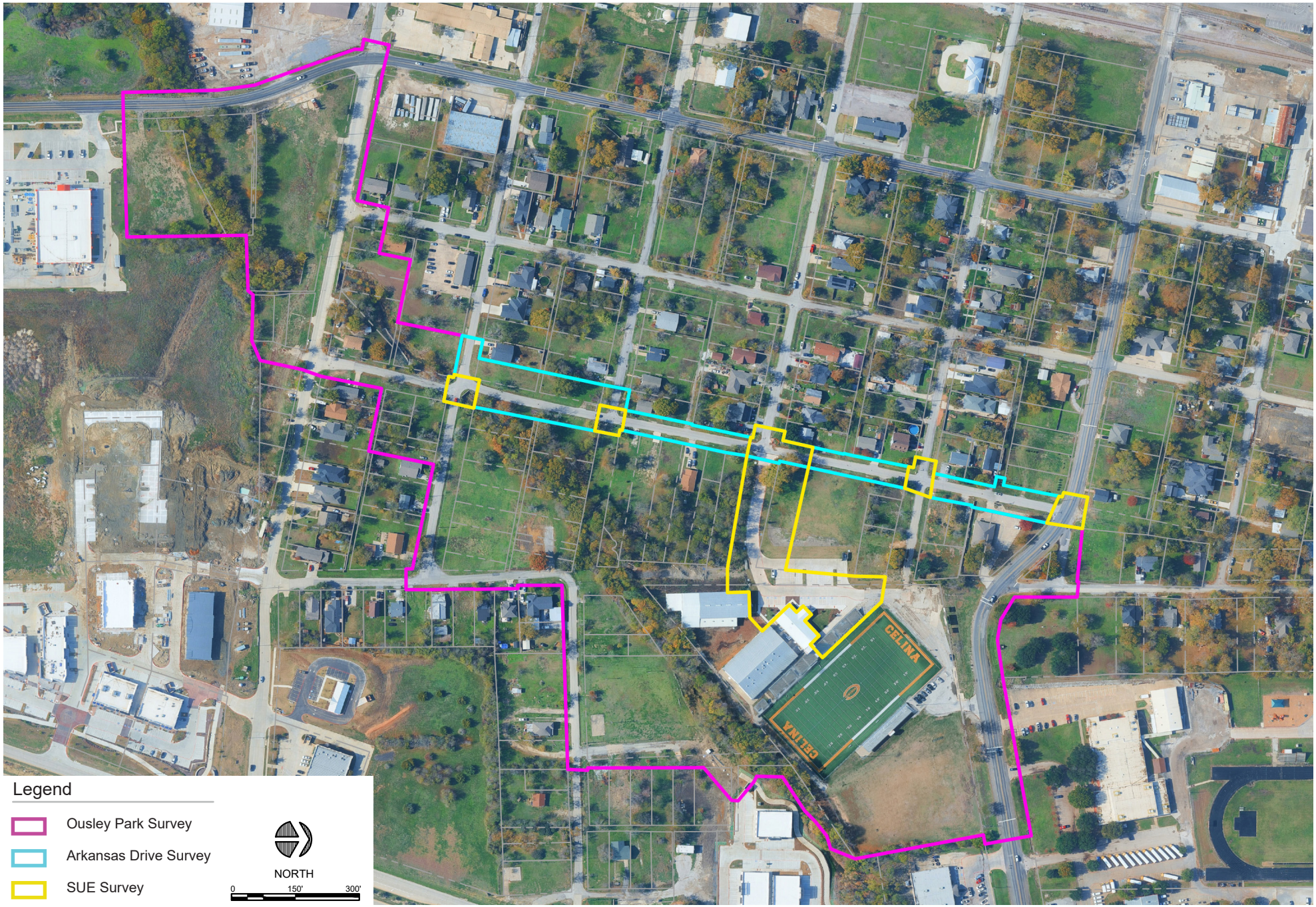


Celina Ousley Park Improvements
503 E. Pecan Street, Celina TX, 75009

Exhibit 4 - Project Boundary
02.17.2026

Parkhill

45715.25
A1



Celina Ousley Park Improvements
503 E. Pecan Street, Celina TX, 75009

Exhibit 5 - Survey Boundaries
02.17.2026

Parkhill

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A2

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EXHIBIT B

INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

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

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

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of $1,000,000 per-occurrence and $2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, $500,000 each accident, b) by disease, $500,000 per employee with a per policy aggregate of $500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of $1,000,000.
4. Professional Liability Insurance to provide coverage against any claim which the vendor becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of $1,000,000 per claim and $2,000,000 annual aggregate.
   NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City of Celina.

B. With reference to the foregoing required insurance, the vendor agrees to the following:
   1. A waiver of subrogation in favor of City of Celina, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
   2. The City of Celina, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies.
   3. Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to City of Celina.

C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.

D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.

E. The vendor shall require any contractors, sub-contractors, and other persons doing business with or for the vendor related to the work to maintain at least the insurance as required, or their liability shall be covered by the vendor.

EXHIBIT C



2026-002 Addendum 3

Ousley Park Design

Issue Date: 9/19/2025
Questions Deadline: 10/20/2025 12:00 PM (CT)
Response Deadline: 10/23/2025 10:00 AM (CT)

Purchasing

Contact Information

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

Event Information

Number:	2026-002 Addendum 3
Title:	Ousley Park Design
Type:	Request for Qualification
Issue Date:	9/19/2025
Question Deadline:	10/20/2025 12:00 PM (CT)
Response Deadline:	10/23/2025 10:00 AM (CT)
Notes:	The City of Celina is seeking qualifications for design services for the development of Ousley Park, a 30-acre property located adjacent to the historic Celina downtown district, near the intersection of FM455 and Arkansas Street. The goal is to create an **Urban** park that provides recreational opportunities while enhancing the natural resources and history of the area.

Click HERE to register for the virtual bid opening.

Billing Information

Address: Accounts Payable
City Hall
142 N. Ohio
Celina, TX 75009
Email: accountspayable@celina-tx.gov

Bid Activities

Week 1 Advertisement	9/19/2025
Week 2 Advertisement	9/26/2025
Question Deadline	10/20/2025 12:00:00 PM (CT)
Due Date	10/23/2025 10:00:00 AM (CT)
Evaluation Begins	10/29/2025
Council Presentation - Tentative	12/9/2025 6:00:00 PM (CT)

Bid Attachments

Exhibit 1 - General Terms & Conditions 2021.docx View Online
General Terms and Conditions

Exhibit 2B - Insurance Requirements - Professional Services.pdf View Online
Professional Services

Exhibit 3 W9.pdf View Online
W9

Exhibit 4 CIQ.pdf View Online
Conflict of Interest

Section_00401-_Contractor_Compliance_Non Resident Bidder.pdf View Online

Section 00401 Non Resident Bidder Form

2026-002 Bid Notice.docx Download

Bid Notice

2026-002 RFQ Ousley Park Design.pdf View Online

Request for Qualification

Requested Attachments

Ref 1 Photos
(Attachment required)

Limit photos to one page.

Ref 2 Photos
(Attachment required)

Limit photos to one page.

Ref 3 Photos
(Attachment required)

Limit photos to one page.

Ref 4 Photos
(Attachment required)

Limit photos to one page.

Ref 5 Photos
(Attachment required)

Limit photos to one page.

Project Team Resumes
(Attachment required)

Identify key members of the consultant team, including the designated Project Manager, and the specific portions of the work they will be responsible for. Attach brief bios or descriptions of relevant experience for each team member. **Limit to 1 page per team member.**

Timeline
(Attachment required)

Provide an estimated time frame for completion to fulfill the scope of services.

00-401 Non Resident Bidder Form
(Attachment required)

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

CIQ - Conflict of Interest
(Attachment required)

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

W9
(Attachment required)

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

Form 1295

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

Bid Attributes

1	**Binding Official** *(Optional: Maximum 1000 characters allowed)*
2	**Binding Official Email** *(Optional: Email address)*
3	**Principal Office Information**
4	**Principal Office Address** *(Required: Maximum 100 characters allowed)*
5	**Principal Office Phone Number** *(Required: Maximum 20 characters allowed)*
6	**Form of Business** Corporation, Partner, LLC, etc? *(Required: Maximum 1000 characters allowed)*
7	**Year Founded** __ __ / __ __ / __ __ __ __ *(Required)*
8	**Providing Office Information** If services will be performed by an office not listed under the location listed in the Principal Office Location.
9	**Providing Office Location** *(Optional: Maximum 100 characters allowed)*
10	**Binding Official Information**

11 Binding Official

(Optional: Maximum 1000 characters allowed)

12 Binding Official Email

(Optional: Email address)

13 Primary Contact Information

14 Primary Contact - Name

(Required: Maximum 100 characters allowed)

15 Primary Contact - Phone #

(Required: Maximum 20 characters allowed)

16 Primary Contact - Email

(Required: Email address)

17 Statement of Understanding

Provide a statement of understanding with regards to the scope of work and that your submittal is valid for 120 days.

(Required: Maximum 4000 characters allowed)

18 Consultant Description

Provide a brief history of the firm and the services routinely provided in house for a municipal project.

(Required: Maximum 4000 characters allowed)

19 **Project Staff**

Provide a list of Project Staff. Include name, job title and team responsibilities.

(Required: Maximum 4000 characters allowed)

20 **Project Approach - Scheduling**

Detail your project approach with regards to scheduling and coordination.

(Required: Maximum 4000 characters allowed)

21 **Project Approach - Stakeholders**

Provide information on how stakeholders will be included. This must include City Council, Parks & Recreation Board, and Community.

(Required: Maximum 4000 characters allowed)

22 **Project Approach - Quality and Cost Control**

Provide your approach to quality and cost control for this project.

(Required: Maximum 4000 characters allowed)

23 **Project Approach - Communication**

Describe your teams approach to communication with the City and Construction Manager.

(Required: Maximum 4000 characters allowed)

24 **Sub Consultants**

Provide a list of all sub-consultants that will be used for this project, what portion of the work they will be responsible for and their respective backgrounds.

(Required: Maximum 4000 characters allowed)

25 **Reference 1 Information**

26 **Project Name**

(Required: Maximum 100 characters allowed)

27 **Project Location**

(Required: Maximum 100 characters allowed)

28 **Project URL Link**

(Optional: Enter URL)

29 **Owner**

(Required: Maximum 100 characters allowed)

30 Owner Contact Name

(Required: Maximum 50 characters allowed)

31 Owner Email

(Optional: Email address)

32 Project Completion Date

(Required: Maximum 20 characters allowed)

33 Short Description of Project

(Required: Maximum 1000 characters allowed)

34 Design & Construction Costs

Provide the design and construction costs and whether or not the final amounts stayed within budget.

(Optional: Maximum 1000 characters allowed)

35 Construction Time

What was the construction Time and was it completed on time?

(Optional: Maximum 1000 characters allowed)

36 Unique Items

Were there any unique circumstances or items related to this project?

(Optional: Maximum 1000 characters allowed)

37 Lessons Learned

Were there any lessons learned from this project?

(Optional: Maximum 4000 characters allowed)

38 Reference 2 Information

39 Project Name

(Required: Maximum 100 characters allowed)

40 Project Location

(Required: Maximum 100 characters allowed)

41 Project URL Link

(Optional: Enter URL)

42 Owner

(Required: Maximum 100 characters allowed)

43 Owner Contact Name

(Required: Maximum 50 characters allowed)

44 Owner Email

(Optional: Email address)

45 Project Completion Date

(Required: Maximum 20 characters allowed)

46 Short Description of Project

(Required: Maximum 1000 characters allowed)

47 Design & Construction Costs

Provide the design and construction costs and whether or not the final amounts stayed within budget.

(Optional: Maximum 1000 characters allowed)

48 Construction Time

What was the construction Time and was it completed on time?

(Optional: Maximum 1000 characters allowed)

49 Unique Items

Were there any unique circumstances or items related to this project?

(Optional: Maximum 1000 characters allowed)

50 Lessons Learned

Were there any lessons learned from this project?

(Optional: Maximum 4000 characters allowed)

51 Reference 3 Information

52 Project Name

(Required: Maximum 100 characters allowed)

53 Project Location

(Required: Maximum 100 characters allowed)

54 Project URL Link

(Optional: Enter URL)

55 Owner

(Required: Maximum 100 characters allowed)

56 Owner Contact Name

(Required: Maximum 50 characters allowed)

57 Owner Email

(Optional: Email address)

58 Project Completion Date

(Required: Maximum 20 characters allowed)

59 Short Description of Project

(Required: Maximum 1000 characters allowed)

60 Design & Construction Costs

Provide the design and construction costs and whether or not the final amounts stayed within budget.

(Optional: Maximum 1000 characters allowed)

61 Construction Time

What was the construction Time and was it completed on time?

(Optional: Maximum 1000 characters allowed)

62 Unique Items

Were there any unique circumstances or items related to this project?

(Optional: Maximum 1000 characters allowed)

63 Lessons Learned

Were there any lessons learned from this project?

(Optional: Maximum 4000 characters allowed)

64 Reference 4 Information

65 Project Name

(Required: Maximum 100 characters allowed)

66 Project Location

(Required: Maximum 100 characters allowed)

67 Project URL Link

(Optional: Enter URL)

68 **Owner**

(Required: Maximum 100 characters allowed)

69 **Owner Contact Name**

(Required: Maximum 50 characters allowed)

70 **Owner Email**

(Optional: Email address)

71 **Project Completion Date**

(Required: Maximum 20 characters allowed)

72 **Short Description of Project**

(Required: Maximum 1000 characters allowed)

73 **Design & Construction Costs**

Provide the design and construction costs and whether or not the final amounts stayed within budget.

(Optional: Maximum 1000 characters allowed)

74 **Construction Time**

What was the construction Time and was it completed on time?

(Optional: Maximum 1000 characters allowed)

75 **Unique Items**

Were there any unique circumstances or items related to this project?

(Optional: Maximum 1000 characters allowed)

76 Lessons Learned

Were there any lessons learned from this project?

(Optional: Maximum 4000 characters allowed)

77 Reference 5 Information

78 Project Name

(Required: Maximum 100 characters allowed)

79 Project Location

(Required: Maximum 100 characters allowed)

80 Project URL Link

(Optional: Enter URL)

81 Owner

(Required: Maximum 100 characters allowed)

82 Owner Contact Name

(Required: Maximum 50 characters allowed)

83 Owner Email

(Optional: Email address)

84 Project Completion Date

(Required: Maximum 20 characters allowed)

85 Short Description of Project

(Required: Maximum 1000 characters allowed)

86 Design & Construction Costs

Provide the design and construction costs and whether or not the final amounts stayed within budget.

(Optional: Maximum 1000 characters allowed)

87 Construction Time

What was the construction Time and was it completed on time?

(Optional: Maximum 1000 characters allowed)

88 Unique Items

Were there any unique circumstances or items related to this project?

(Optional: Maximum 1000 characters allowed)

89 Lessons Learned

Were there any lessons learned from this project?

(Optional: Maximum 4000 characters allowed)

90 Miscellaneous

91

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.
(Required: Check if applicable)

92

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.
(Required: Check if applicable)

93

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.
(Required: Check if applicable)

94

SB 13 Boycotting Energy Companies

In accordance with SB 13, I certify as the respondent and submitter for this solicitation that:

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

☐ I certify that the statement is accurate and true.
(Required: Check if applicable)

95

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.
(Required: Check if applicable)

96

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.

(Required: Maximum 4000 characters allowed)

97

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.

(Required: Maximum 1000 characters allowed)

98

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.

(Required: Maximum 1000 characters allowed)

99

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.

(Required: Maximum 1000 characters allowed)

100

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.

(Required: Maximum 1000 characters allowed)

101

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.

(Required: Maximum 1000 characters allowed)

102

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.

(Required: Maximum 1000 characters allowed)

103

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.

(Required: Maximum 1000 characters allowed)

104

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.

(Required: Maximum 1000 characters allowed)

105 **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.

(Required: Maximum 1000 characters allowed)

106 **Exceptions / Comments**

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

(Required: Maximum 4000 characters allowed)

107 **Invoices**

All invoices must reference the City of Celina's Purchase Order/Department Purchase Order number, department name, job site location, city employee requesting service, and a **complete breakdown of charges**. The breakdown on the invoice should be in accordance with the bid pricing. If applicable, invoices should provide clear detail and breakdown for labor (to include hourly rate and cost per hour), and mark-up on parts/materials should be provided on the invoice and extended (detail to show vendors cost, and then extended to show markup). All original invoices must be sent to accountspayable@celina-tx.gov.

Invoices must be submitted monthly by the 10th of each month for the previous month. (ex: Any work completed from July 1-July 31, 2024 must be invoiced and submitted by August 10, 2024).

Failure to submit billing on time may be considered grounds for contract termination and may prevent future awarded work.

108 **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.

(Required: Maximum 1000 characters allowed)

109 **Public or Private**

Is your business publicly traded?

☐ No ☐ Yes

(Required: Check only one)

110

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
(Required: Check if applicable)

111

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.
(Required: Check if applicable)

112

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
(Optional: Check if applicable)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

Undersigned affirms: 1. They have read and understand 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, and that 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 prior to the official opening of this proposal.

Print Name

Signature

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SECTION 00401
CONTRACTOR COMPLIANCE TO STATE LAW

Chapter 2252 of the Texas Government Code applies to the award of government contract to nonresident Bidders. This law provides that:

"A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

"Nonresident bidder" refers to a person who is not a resident of Texas

"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder.

☐ Nonresident bidders in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by State law. A copy of the statute is attached.

☐ Nonresident bidders in _____ (give state), our principal place of business, are not required to underbid resident bidders.

☑ Our principal place of business or corporate offices are in the State of Texas.

Contractor Name: Parkhill
(typed or printed)

By: _____
(signature -- attach evidence of authority to sign)

Name: Kyle LaFerney
(typed or printed)

Title: Principal-in-Charge
(typed or printed)

Business address: 3000 Internet Boulevard, Suite 550
Frisco, Texas 75034

Phone: 214.505.0077 Email: klaferney@parkhill.com

END OF SECTION

Docusign Envelope ID: 6388082A-1A60-4065-9416-214FAF38E463

Parkhill

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A – To the best of my knowledge, there is no conflict of interest between Parkhill partners, principals or associates and any officials of the City of Celina.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) N/A

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No N/A

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.** N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). N/A

7 Kyle LaFerney, Principal-in-Charge

Signature of vendor doing business with the governmental entity

10/23/25

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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KYLE LAFERNEY

PRINCIPAL-IN-CHARGE



Kyle is recognized for his broad leadership across diverse project types. With nearly two decades of experience, he guides complex capital programs and delivers seamless outcomes for clients. Kyle's strengths include executive-level leadership, strategic decision-making, and strong advocacy for client goals. He excels at building collaborations among public entities, designers, and contractors, keeping projects on schedule and within budget. His experience as both client and project leader allows him to anticipate challenges and foster effective communication. Kyle is committed to aligning project delivery with client vision and maintaining high quality across multiple sectors.

NOTABLE PROJECT EXPERIENCE

- Celina Parks Department Administration Building
- McKinney Municipal Complex
- McKinney Gabe Nesbitt Tennis Center and Indoor Tennis Facility
- Frisco Commons Park Master Plan
- Frisco ISD Swim Facility Expansion
- Fate Parks Master Plan
- Arlington Active Adult Center
- Forney Parks Bond Planning
- Abilene Recreation Center – G.V. Daniels
- Abilene Recreation Center – Cesar Chavez
- Denton Aquatics Renovation
- Plano Public Works Facility Master Plan
- Melissa ISD 2020 Kenny Deel Stadium
- Colleyville Voting Center and Splash Pad

EXPERIENCE

6 Years with Parkhill
18 Years in Industry

EDUCATION

Louisiana State University
Bachelor of Science, Landscape Architecture

LOCATION

Frisco, TX

JAMES WILLIAMS, RLA

PROJECT MANAGER



James is experienced in leading multidisciplinary teams on complex projects across a variety of sectors. He is recognized for his commitment to design excellence, client service, and project continuity from start to finish. James is valued for his ability to coordinate diverse professionals, maintain clear communication, and deliver creative, sustainable solutions that meet client goals. His leadership ensures projects are managed efficiently, with a focus on quality, collaboration, and successful outcomes for clients and communities.

NOTABLE PROJECT EXPERIENCE

- Celina Parks Department Administration Building
- Southlake Bicentennial Park Multiple Phases
- Southlake Bicentennial Park Pickleball Complex
- Southlake Sports Complex and Public Works Service Center Master Plan
- Keller Sports Park Renovations
- Fort Worth Dream Park
- Frisco Northeast Community Park Master Plan and Phase 1 Improvements
- Grand Prairie Tyre Park Master Plan and Multiple Phases
- McKinney Gabe Nesbit Tennis Center and Indoor Facility
- McKinney Old Settler's Park Master Plan and Phase 1 Improvements
- McKinney Municipal Complex
- Forney Northside Park
- Forney Community Park Master Plan and Multiple Phases
- Carrollton Oak Creek Tennis Center
- Cook Children's Prosper Campus Playground
- Highland Village Double Tree Ranch Park Master Plan and CDs

EXPERIENCE

8 Years with Parkhill
23 Years in Industry

EDUCATION

Texas A&M University
Bachelor of Landscape Architecture

REGISTRATION

Registered Landscape Architecture
Texas No. 2372

LOCATION

Fort Worth, TX

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CHRIS TRIBBLE

STRATEGIC PLANNING ADVISOR



Chris is recognized for his broad leadership and strategic guidance across diverse project types. With decades of experience serving municipalities, Chris excels in executive leadership, organizational development, and strategic planning. He builds consensus among city councils, boards, and stakeholders, ensuring projects align with client and community goals. Chris is known for navigating complex municipal processes, supporting project delivery from concept to completion, and fostering strong communication among multidisciplinary teams. His collaborative approach and commitment to quality make him a trusted resource for clients across multiple sectors.

NOTABLE PROJECT EXPERIENCE

- Celina Parks Department Administration Building
- Trophy Club Parks and Recreation Comprehensive Master Plan
- Georgetown San Gabriel Park Phase 4 (Concept Master Plan)
- Carrollton Oak Creek Tennis Center Addition
- Southlake 2035 Parks, Recreation and Open Space Master Plan*
- Southlake Bicentennial Park Master Plan*
- Southlake Pickleball Complex*
- Southlake Sports Complex and Public Works Service Center Master Plan*
- Southlake North Park Master Plan and Phase 1 CDs*
- Southlake DPS North Training Facility*
- Southlake Bob Jones Nature Center and Preserve*
- Southlake Liberty Park at Sheltonwood*
- Southlake Lonesome Dove Park Improvements*

EXPERIENCE

2 Years with Parkhill
24 Years in Industry

EDUCATION

University of North Texas
Bachelor of Science

LOCATION

Fort Worth, TX

**Completed with previous firm.*

JUSTIN SPARKS, RLA

LANDSCAPE ARCHITECT



Justin is a dedicated landscape architect with a passion for creating spaces that connect people, culture, and the natural world. Justin manages design teams on both public and private projects, guiding them from planning through construction. His role as a creative lead involves overseeing design projects from concept to schematic design, ensuring quality assurance and control. Justin's commitment to high-quality work and his collaborative spirit make him a valuable asset in the field of landscape architecture.

NOTABLE PROJECT EXPERIENCE

- Mansfield Hardy Allmon Park
- Mansfield Southwest Community Park Master Plan*
- Carrollton Oak Creek Tennis Center Addition
- Cook Children's Prosper Campus Playground
- The Village Church Highland Village Campus
- Midlothian Downtown Improvements
- Dallas Farmers Market*
- Dallas City Futsal*
- Dallas Santa Fe Trail Master Plan*
- Plano Collin Creek Parks Master Plan*
- McKinney Lake Forest Soccer Master Plan*

EXPERIENCE

>1 Year with Parkhill
14 Years in Industry

EDUCATION

Texas Tech University
Bachelor of Landscape Architecture

REGISTRATION

Registered Landscape Architecture
Texas No. 2698

LOCATION

Frisco, TX

**Completed with previous firm.*

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LARRY STONE, PE

CIVIL ENGINEER



Larry has over 50 years of experience in civil engineering and project management, leading projects through planning, design, and implementation of site and infrastructure improvements. He is known for coordinating right-of-way acquisition, compliance, and stakeholder engagement to ensure seamless project delivery. Larry's deep knowledge of municipal design and regulatory processes guides teams and optimizes outcomes for diverse developments. His experience includes work for the Texas Facilities Commission and the Texas Department of Public Safety.

NOTABLE PROJECT EXPERIENCE

- Arlington Abram Street (Cooper St. to Collins St.)
- Arlington River Legacy Trail Improvements
- Arlington Active Adult Center
- Keller Sports Park Renovations
- Forney Northside Park Master Plan
- Forney Community Park Multiple Phases
- Fate Downtown Park Master Plan
- Midlothian Heritage Park MP and CDs
- Grand Prairie Tyre Park Master Plan and Multiple Phases
- Southlake Pickleball Complex
- McKinney Gabe Nesbitt Tennis Center and Indoor Tennis Facility
- McKinney Old Settler's Park Phase 1 Improvements
- McKinney Municipal Complex
- Carrollton Oak Creek Tennis Center
- Midlothian Community Park Phase 2
- Leander San Gabriel Sports Complex Master Plan and Phase 1 Development
- Allen Molsen Farm

EXPERIENCE

8 Years with Parkhill
51 Years in Industry

EDUCATION

Texas A&M University
Bachelor of Science

REGISTRATION

Licensed Professional Engineer
Texas No. 42252
Registered
Professional Land Surveyor
Texas No. 2925

LOCATION

Fort Worth, TX

MARGARET RAGAIN, AIA

PROJECT ARCHITECT



Margaret Ragain, AIA, is known for her highly collaborative spirit, Margaret excels in connecting with clients and delivering projects that consistently surpass expectations. Her approach extends to coordination with engineering efforts, ensuring a smooth process from conception to construction. While working on municipal and faith-based projects, Margaret has experience in the design and execution of public safety buildings, recreational centers, community centers, administration buildings, and churches.

NOTABLE PROJECT EXPERIENCE

- Celina Parks Department Administration Building
- Arlington Active Adult Center
- Abilene Recreation Center - G.V. Daniels
- St. Ann's Youth Activity Center
- Melissa ISD High School Championship Center
- McKinney Gabe Nesbitt Indoor Tennis Facility
- Cross Timbers Argyle Youth Facility
- Cedar Park City Hall Building One Renovation
- TFC - Elias Ramirez State Office Building
- Coppell Service Center Improvements
- Coppell Justice Center Addition and Renovation
- City of Rockwall Facilities Planning Study
- NTECC - 911 Center

EXPERIENCE

8 Years with Parkhill
8 Years in Industry

EDUCATION

Texas Tech University
Master of Architecture

REGISTRATION

Registered Architect
Texas No. 30826

LOCATION

Frisco, TX

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KAITLYN JACKSON, IIDA

INTERIOR DESIGNER



Kaitlyn has project experience in both renovation and new construction projects in multi-family, education, corporate, and municipal markets. Kaitlyn's strengths in visual design concepts and 3D rendering help clients visualize their projects. Kaitlyn works with clients and end users to find solutions that meet the design aesthetic and functional requirements while maintaining project budgets and schedules. She is a member of the Texas-Oklahoma IIDA chapter.

NOTABLE PROJECT EXPERIENCE

- Abilene Regional Airport Terminal Building
- Stillwater Airport Renovation/Expansion
- Midland International Air & Space Port Business Park Master Plan
- Arlington Active Adult Center
- Cedar Park City Hall Building 1 Renovation
- Celina Parks Department Administration Building
- Coppell Council Chamber Upgrades

EXPERIENCE

4 Years with Parkhill
9 Years in Industry

EDUCATION

Oklahoma State University
Bachelor of Science - Design, Housing, and Merchandising

REGISTRATION

Registered Interior Designer
Texas No. 12657

LOCATION

Fort Worth, TX

MELANIE LETENDRE, PE

STRUCTURAL ENGINEER



Melanie has a strong record of delivering structural solutions for parks and recreation, municipal buildings, and trail projects. She is known for her hands-on approach, beginning her career as a structural steel fabricator and bringing practical insights to every project. Melanie's strengths include coordinating with multidisciplinary teams, ensuring structural integrity, and providing creative, durable designs that enhance community spaces. Melanie's commitment to quality and collaboration supports successful outcomes for clients and communities.

NOTABLE PROJECT EXPERIENCE

- Celina Parks Department Administration Building
- Southlake Pickleball Complex
- Keller Sports Park Renovations
- Grand Prairie Tyre Park Phases 1 and 2
- Dalhart Community Recreation Center
- Leander San Gabriel Sports Complex Master Plan and Phase 1 Development
- McKinney Gabe Nesbitt Park Indoor Tennis Center
- McKinney Old Settler's Park Phase 1 Improvements
- Amarillo Thompson Park Pool
- Arlington River Legacy Trail Improvements
- Round Rock Heritage Trail East Park
- Flower Mound Pedestrian Bridge Assessments
- Forney Community Park Tennis Courts
- Carrollton Oak Creek Tennis Center

EXPERIENCE

6 Years with Parkhill
23 Years in Industry

EDUCATION

University of Texas at Arlington
Bachelor of Science

REGISTRATION

Licensed Professional Engineer
Texas No. 121576

LOCATION

Fort Worth, TX

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DINA MOHAMED, PE

ELECTRICAL ENGINEER



Dina has 18 years of experience in electrical engineering, Dina Mohamed specialize in MEP systems, bringing analytical experience and a problem-solving mindset to every project. Her strength—Learner, Individualization, Relator, Analytical, and Restorative—reflect her ability to adapt, collaborate, and drive innovative solutions in complex engineering environments

NOTABLE PROJECT EXPERIENCE

- Celina Parks Department Administration Building
- Coppell Justice Center Addition and Renovation
- Coppell Town Center Remodel
- NTECC - 911 Center
- Royse City New City Hall
- Irving MDU Campus Master Plan and Office and Equipment Storage Facilities
- Denton Aquatice Renovation

EXPERIENCE

2 Years with Parkhill
18 Years in Industry

EDUCATION

Ain Shams University
Bachelor of Science

REGISTRATION

Licensed Professional Engineer
Texas No. 157637

LOCATION

Frisco, TX

JASON ROBISON, PE

MECHANICAL ENGINEER



Jason is a Mechanical Engineer at Parkhill with a strong record of delivering mechanical and plumbing system designs for parks and recreation projects. Jason's strengths include coordinating complex HVAC and plumbing systems, adapting designs for both new construction and renovations, and ensuring reliable, efficient solutions that support community recreation and public spaces. His collaborative approach and attention to detail help create high-quality environments for parks and recreation facilities.

NOTABLE PROJECT EXPERIENCE

- Celina Parks Department Administration Building
- Fate Southside Community Park Phase 1
- Fate Park Development
- El Paso Regional Water Parks
- Andrews County Recreation Center
- Rockwall County New Courthouse Annex Building
- City of Coppell Service Center Improvements
- Cedar Park City Hall Building 3 Remodel
- City of Hereford New Civic Center
- Killeen Civic and Conference Center HVAC and Lighting Replacement

EXPERIENCE

10 Years with Parkhill
10 Years in Industry

EDUCATION

Texas Tech University
Bachelor of Science

REGISTRATION

Licensed Professional Engineer
Texas No. 138158

LOCATION

Lubbock, TX

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CLINT WOFFORD, RLA

QA/QC



Clint is dedicated to ensuring quality assurance and quality control for parks and recreation, municipal, and trail projects. Clint's role centers on reviewing design accuracy, material quality, and compliance with project specifications from concept through construction. He is known for developing and implementing quality initiatives that emphasize design excellence, sustainability, and technical delivery. His leadership in QA/QC supports seamless project delivery, enhances community spaces, and upholds the highest standards for municipal and recreational environments.

NOTABLE PROJECT EXPERIENCE

- Keller Sports Park Renovations
- Grand Prairie Tyre Park Phases 1 and 2
- Midlothian Community Park Phase 2
- Southlake Bicentennial Park Multiple Phases
- Southlake Bicentennial Park Pickleball Complex
- Leander San Gabriel Sports Complex Master Plan and Phase 1 Development
- Flower Mound Heritage Park Multiple Phases
- Fort Worth Dream Park
- Fate Southside Community Park Phase 1
- Fate Downtown Park Master Plan
- Whitaker Fields Renovation (UT Austin)
- McKinney Gabe Nesbitt Indoor Tennis Facility
- McKinney Municipal Complex
- Arlington River Legacy Trail Improvements
- Arlington Abram Street (Cooper St. to Collins St.)

EXPERIENCE

8 Years with Parkhill
32 Years in Industry

EDUCATION

Texas A&M University
Bachelor of
Landscape Architecture

REGISTRATION

Registered Landscape Architect
Texas No. 1979

LOCATION

Fort Worth, TX



Docusign Envelope ID: 6388082A-1A60-4065-9416-214FAF38E463

Parkhill

MIDLOTHIAN COMMUNITY PARK PHASE 2

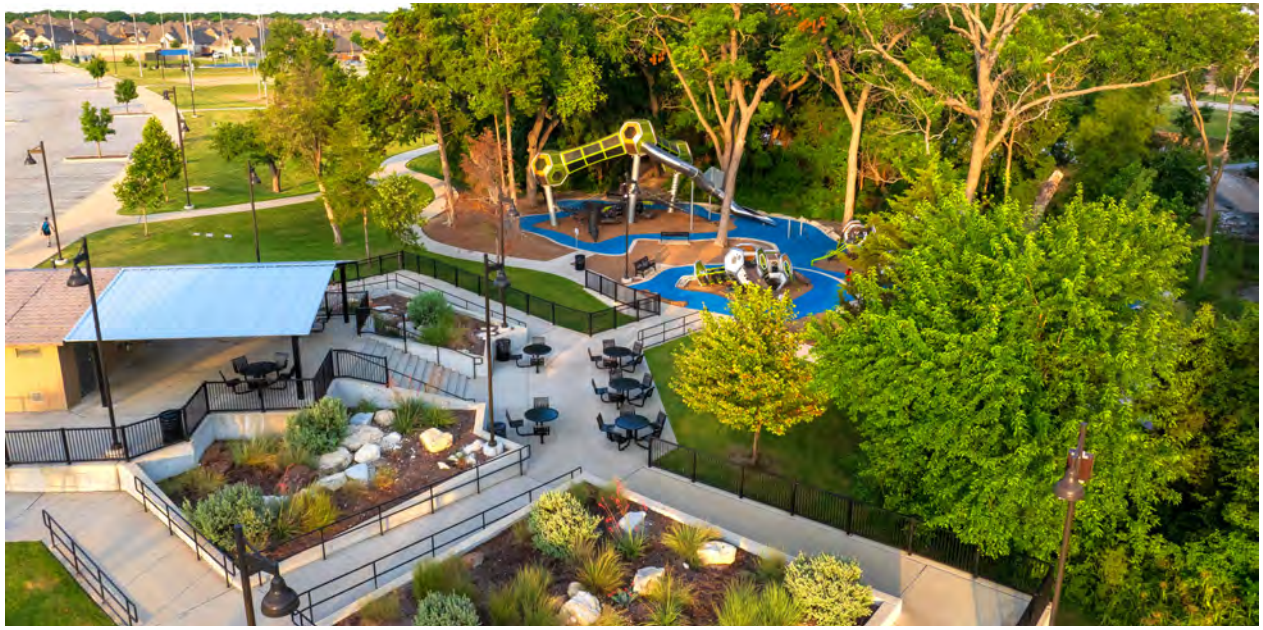
Midlothian, TX













Docusign Envelope ID: 6388082A-1A60-4065-9416-214FAF38E463

DOUBLETREE RANCH PARK

Highland Village, TX













Docusign Envelope ID: 6388082A-1A60-4065-9416-214FAF38E463

HERITAGE PARK

Flower Mound, TX













Docusign Envelope ID: 6388082A-1A60-4065-9416-214FAF38E463

FORT WORTH DREAM PARK

Fort Worth, TX











Docusign Envelope ID: 6388082A-1A60-4065-9416-214FAF38E463

BICENTENNIAL PARK AND PICKLEBALL COMPLEX

Southlake, TX







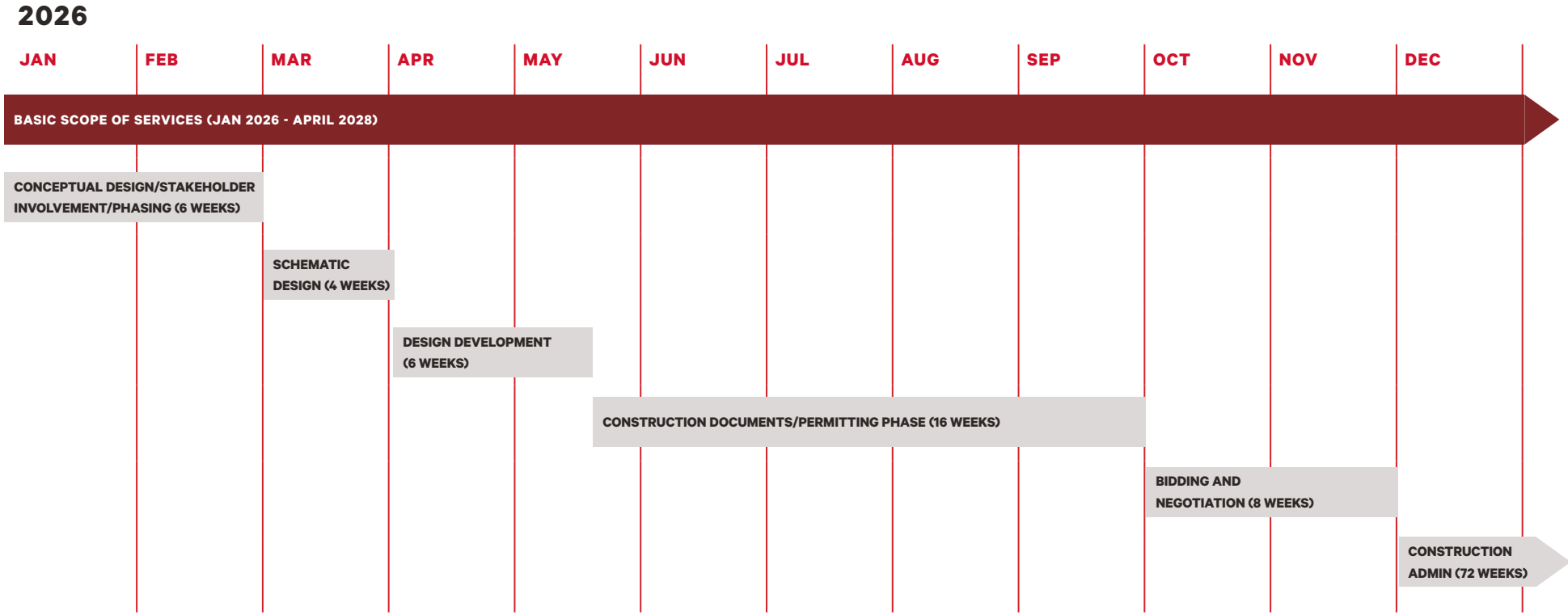




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ESTIMATED TIMELINE

This schedule is an estimate for a future project planned to begin in January 2026. The anticipated scope includes about eight months for design, two months for bidding and contracts, and 18 months for construction administration, spanning from January 2026 through April 2028. These timeframes are projections and may be refined as the project advances. Parkhill is prepared to begin work on the project as soon as the City issues the Notice to Proceed (NTP).



2026-002 Addendum 3
Parkhill, Smith & Cooper, Inc.
Supplier Response

Event Information

Number: 2026-002 Addendum 3
Title: Ousley Park Design
Type: Request for Qualification
Issue Date: 9/19/2025
Deadline: 10/23/2025 10:00 AM (CT)
Notes: The City of Celina is seeking qualifications for design services for the development of Ousley Park, a 30-acre property located adjacent to the historic Celina downtown district, near the intersection of FM455 and Arkansas Street. The goal is to create an **Urban** park that provides recreational opportunities while enhancing the natural resources and history of the area.

Click HERE to register for the virtual bid opening.

Contact Information

Contact: Ryan Quigley
Address: Purchasing

Docusign Envelope ID: 6388082A-1A60-4065-9416-214FAF38E463

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

Parkhill, Smith & Cooper, Inc. Information

Contact:	Alissa Holloway
Address:	4222 85th Street Lubbock, TX 79423
Phone:	(806) 777-4033
Fax:	(806) 473-3500
Toll Free:	(800) 400-6646
Email:	mkt@team-psc.com
Web Address:	team-psc.com

Undersigned affirms: 1. They have read and understand 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, and that 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 prior to the official opening of this proposal.

Kyle LaFerney
Signature

mkt@parkhill.com
Email

Submitted at 10/23/2025 08:53:56 AM (CT)

Requested Attachments

Ref 1 Photos

Limit photos to one page.

Parkhill_Reference 1_Celina Ousley Park Design.pdf

Ref 2 Photos

Limit photos to one page.

Parkhill_Reference 2_Celina Ousley Park Design.pdf

Ref 3 Photos

Limit photos to one page.

Parkhill_Reference 3_Celina Ousley Park Design.pdf

Ref 4 Photos

Limit photos to one page.

Parkhill_Reference 4_Celina Ousley Park Design.pdf

Ref 5 Photos

Limit photos to one page.

Parkhill_Reference 5_Celina Ousley Park Design.pdf

Project Team Resumes

Identify key members of the consultant team, including the designated Project Manager, and the specific portions of the work they will be responsible for. Attach brief bios or descriptions of relevant experience for each team member. **Limit to 1 page per team member.**

Parkhill_Project Team Resumes_Celina Ousley Park Design.pdf

Timeline

Provide an estimated time frame for completion to fulfill the scope of services.

Parkhill_Timeline_Celina Ousley Park Design.pdf

00-401 Non Resident Bidder Form

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

Parkhill_00-401 Non Resident Bidder Form.pdf

CIQ - Conflict of Interest

Parkhill_CIQ - Conflict of Interest.pdf

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

W9

Parkhill_W-9 Form.pdf

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

Form 1295

No response

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

Bid Attributes

1	**Binding Official** Kyle LaFerney
2	**Binding Official Email** klaferney@parkhill.com
3	**Principal Office Information**
4	**Principal Office Address** 3000 Internet Boulevard, Suite 550, Frisco, Texas 75034
5	**Principal Office Phone Number** 972.987.1670
6	**Form of Business** Corporation, Partner, LLC, etc? Corporation
7	**Year Founded** 10/22/1965
8	**Providing Office Information** If services will be performed by an office not listed under the location listed in the Principal Office Location.
9	**Providing Office Location** *No response*
10	**Binding Official Information**
11	**Binding Official** *No response*
12	**Binding Official Email** *No response*

13 **Primary Contact Information**

14 **Primary Contact - Name**

Kyle LaFerney

15 **Primary Contact - Phone #**

214.505.0077

16 **Primary Contact - Email**

klaferney@parkhill.com

17 **Statement of Understanding**

Provide a statement of understanding with regards to the scope of work and that your submittal is valid for 120 days.

Parkhill understands that the City of Celina seeks design services to transform Ousley Park into a civic anchor that blends history, recreation, and environmental stewardship. We recognize the Master Plan provides the foundational framework for this Project, and our role is to ensure your vision is realized through collaboration with Celina's team and the community by delivering an elegant design that celebrates Celina's identity. We acknowledge the park's unique context: a 30-acre downtown-adjacent site along Doe Branch Creek, incorporating civic and cultural assets that must be thoughtfully integrated. The design must achieve three critical outcomes: 1. Connection – linking downtown, Doe Branch Creek, and regional trails. 2. Integration – reinforcing the Senior Center and Parks Administration Building as active civic nodes within the park. 3. Celebration – honoring Celina's history, particularly through the old Celina ISD Practice Building and Bobcat Stadium, in ways that foster pride and continuity. We understand the Senior Center and Parks Administration Building should not simply sit adjacent to the park, but actively contribute to its daily use. Our design approach will extend their civic and recreational value into the broader park experience through purposeful pathways, landscape features, and program adjacencies. The old Celina ISD Practice Building presents an opportunity for adaptive reuse. We see it as a place for innovative design solutions that transform a utilitarian structure into a landmark of civic pride—whether reimagined as a flexible pavilion, interpretive center, or community hub. We also recognize the significance of Celina ISD's football heritage. The design must tastefully integrate the existing field and stadium, maintaining their cultural presence while supporting new park uses. Interpretive elements, heritage markers, and public gathering spaces will highlight the role of Bobcat Stadium in Celina's identity. Our approach will carry forward the Master Plan's priorities of programmatic elements while ensuring longevity, phased implementation, and cost control. The design will be inclusive, innovative, and responsive to community priorities, as expressed during the planning process and validated through Council adoption. Parkhill certifies this submittal is valid for 120 days and our team is committed to delivering a design that establishes Ousley Park as a lasting civic destination. The park will connect people to nature, celebrate Celina's history, and strengthen the bond between downtown and the community it serves.

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Consultant Description

Provide a brief history of the firm and the services routinely provided in house for a municipal project.

Parkhill, formerly known as Parkhill, Smith & Cooper, Inc. has been a cornerstone in the architecture, engineering, and construction industry for 80 years. Founded in 1945 by three friends who aimed to help Texas rebuild after World War II, Parkhill has grown into a trusted provider of innovative, collaborative, and relevant design solutions. The firm operates through offices in Texas, Oklahoma, and New Mexico, offering a comprehensive range of services including a comprehensive list of services. With a staff of over 600 professionals, Parkhill is recognized as one of the top 15 firms in Texas by Architectural Record. The firm prides itself on personalized client service, technical knowledge, and a commitment to delivering projects on time and within budget. This dedication is reflected in the high percentage of repeat clients, with approximately 85% of active projects coming from returning customers. Parkhill's approach is rooted in Building Community and sustaining relationships, ensuring each project is tailored to meet the unique needs of its clients. This client-centered philosophy has been the foundation of Parkhill's success, allowing the firm to maintain a strong presence in the industry and continue providing quality professional design services. Parkhill routinely provides a full suite of in-house services for municipal projects, including: - Architecture - Interior Design - Civil Engineering - Landscape Architecture - Structural Engineering - MEP (Mechanical, Electrical, Plumbing) Engineering - Surveying - Master Planning - Construction Management - Cost Estimating These services are delivered by multidisciplinary teams, allowing Parkhill to handle all aspects of municipal projects internally. This integrated approach ensures efficient project delivery, seamless coordination, and high-quality outcomes for municipal clients. Parkhill's in-house resources also include advanced 3D modeling and project management tools, which further enhance project integration and communication. Parkhill has a significant track record in municipal projects, having completed more than 8,279 projects over the past five years across all sectors, with a substantial portion dedicated to municipal work. Specifically, Parkhill has worked with over 50 municipal clients in just the past five years, delivering projects that include parks, urban plazas, aquatic facilities, sports complexes, streetscapes, public safety facilities, master planning, infrastructure, recreation, and civic buildings.

19

Project Staff

Provide a list of Project Staff. Include name, job title and team responsibilities.

Kyle LaFerney (Principal-in-Charge) - Kyle will assume the role of Principal-in-Charge to coordinate and be responsible for overseeing the overall success of the Project. He will ensure the Project's successful execution and alignment with the objectives of the City of Celina. James Williams, RLA (Project Manager) - As Project Manager, James will be responsible for the overall success of the Projects and will serve as the Point of Contact for the City of Celina. Chris Tribble (Strategic Planning Advisor) - Chris will provide the City of Celina with resources and knowledge gained from his extensive leadership in Parks & Recreation management and operations as the Strategic Planning Advisor. Justin Sparks, RLA (Landscape Architect) - Justin will serve as the Landscape Architect for the City of Celina Ousley Park Design Project, playing a key role in designing outdoor spaces that meet community needs, enhance the natural environment, and weave in the rich identity and character of Celina and its culture while contributing to the safety and wellness experiences of residents. Larry Stone, PE (Civil Engineer) - Larry, as the Civil Engineer for the Ousley Park Design Project, will oversee the planning, design, and management of utility and storm drainage infrastructure to ensure they meet city standards and regulatory requirements. Margaret Ragain, AIA (Project Architect) - Margaret, as the Project Architect, will be responsible for overseeing the design and execution of architectural elements/components/features, ensuring they meet client requirements, building codes, and quality standards. Kaitlyn Jackson, IIDA (Interior Designer) - Kaitlyn, as Interior Designer, will play a crucial role in shaping an environment that is both functional and visually appealing, fostering an optimal atmosphere for the community of Celina. Melanie Letendre, PE (Structural Engineer) - Melanie will design and oversee the construction of structural systems for Celina Ousley Park, ensuring they are safe, durable, and compliant with building codes. Dina Mohamed, PE (Electrical Engineer) - Dina will design and oversee the implementation of electrical systems, including power distribution, lighting, and communication networks for Celina's Ousley Park, ensuring they meet code safety and efficiency standards. Jason Robison, PE (Mechanical Engineer) - Jason will design mechanical systems such as HVAC, and plumbing for Celina's Ousley Park, ensuring energy efficiency and compliance with regulations. Clint Wofford, RLA (QA/QC) - As the Quality Assurance/Quality Control (QA/QC) leader for Celina Ousley Park, Clint, will be instrumental in ensuring the successful implementation of your community's vision and goals for the Project.

20

Project Approach - Scheduling

Detail your project approach with regards to scheduling and coordination.

At Parkhill, we recognize that scheduling and coordination are central to the success of the Ousley Park Design. This project requires careful alignment of the Master Plan, stakeholder engagement, and technical design milestones to ensure that the vision translates into a buildable project delivered on time and within budget. We will apply our proven project approach—Discover, Define, Design, Deliver—with accountability and collaboration emphasized at every step. Discover: Establishing Vision and Priorities Our process begins with confirmation of the Master Plan's goals and their integration with project scheduling milestones. Early coordination meetings with the City, Parks & Recreation Board, and key stakeholders will establish communication protocols, decision-making processes, and a clear project calendar. Key Tasks: - Conduct a kickoff meeting to align communication and schedule expectations. - Collect base data, including survey, geotechnical, utilities, and environmental conditions. - Facilitate a visioning workshop to confirm priorities and identify opportunities for adaptive reuse of the old Celina ISD Practice Building. - Validate the Master Plan programmatic elements and work collaboratively with Celina's stakeholder team to establish project goals and objectives. Define: Establishing Needs and Schedule Framework In this phase, we will validate and evolve the Master Plan to align with the City Council's goals and staff program requirements, translating them into a structured timeline with milestones for deliverables and stakeholder input. At the same time, we will shape a distinct park identity by drawing from Celina's character, history, and community values to guide the design framework. Key Tasks: - Develop a milestone-based schedule with defined design phases (Conceptual, Schematic, Design Development, Construction Documents). - Incorporate public meetings and Council presentations into the project calendar. - Identify sequencing to coordinate with the Parks Administration Building and the stream restoration project. - Establish interim deliverables for cost estimates to ensure scope and budget alignment at each phase. Design: Developing Strategies and Maintaining Progress Design milestones will be tied to scheduled check-ins with the City Council, Parks & Recreation staff, Parks Board, and community to ensure expectations remain aligned. Parkhill will track and adjust timelines through progress reviews and quality control measures. Key Tasks: - Provide detailed design schedules for each phase, including draft and final submittals. - Align design development with stream restoration, trail connectivity, and heritage interpretation elements. - Coordinate with sub-consultants to confirm scope completion within established deadlines. - Deliver phased cost opinions to maintain budget alignment. Deliver: Finalizing Documents and Transitioning to Construction The final step emphasizes accountability in completing construction documents on time, preparing bid-ready packages, and supporting the City through procurement. Our schedule anticipates close coordination with contractors and the construction manager to ensure a seamless transition. Key Tasks: - Provide a finalized project timeline for anticipated construction phases, aligned with the City's goal to bring Ousley Park to life in a timely and cost-effective manner. - Complete construction documents by established deadlines, supported by interim quality reviews. - Support the City during procurement, including timely responses to RFIs and addenda. Commitment By embedding schedule discipline into every step of the Discover, Define, Design, Deliver framework, Parkhill will ensure that the Ousley Park Design advances on time, remains aligned with the City's aspirations, and results in a project that evokes lasting civic pride.

21

Project Approach - Stakeholders

Provide information on how stakeholders will be included. This must include City Council, Parks & Recreation Board, and Community.

At Parkhill, we believe the success of Ousley Park depends on active, transparent, and inclusive engagement with the City of Celina's leadership, advisory groups, and community. The Master Plan established a vision, and our responsibility is to carry that vision forward while validating it through continued collaboration. Our approach is guided by three principles: - Alignment with leadership – ensuring the City Council remains engaged at milestones so the park reflects city-wide priorities. - Advisory integration – working closely with the Parks & Recreation Board to provide technical guidance and align with broader recreation goals. - Community connection – keeping residents informed and involved, ensuring their voices remain central to design considerations just as they were during the master planning process. Through regular briefings, workshops, advisory committees, and public updates, Parkhill will foster a process that is collaborative, transparent, and responsive. This approach builds consensus, strengthens trust, and ensures Ousley Park emerges as a civic destination that reflects Celina's heritage, values, and aspirations. City Council Based on the direction of City staff, Parkhill will engage the City Council at every major milestone to ensure Ousley Park reflects Celina's aspirations and priorities. Our team will facilitate regular briefings, workshops, and presentations to provide timely updates, gather direction, and support informed decision-making. To strengthen alignment, we recommend the establishment of an advisory committee, with Council members serving as representatives. This structure ensures Council perspectives are consistently considered. This process supports accountability and ensures the park design remains aligned with the adopted Master Plan and city-wide priorities. Parks & Recreation Board The Parks & Recreation Board will serve as a core advisory partner throughout the design. Parkhill will provide updates during each project phase to ensure the Board remains informed and engaged in decision-making. Board representation on the advisory committee is critical, alongside City Council, to strengthen alignment across governance, staff, and community perspectives. Their direct involvement will ensure the design reflects both the Master Plan and the City's broader priorities. Board feedback will be gathered at key milestones and integrated into project recommendations, creating a transparent process that balances community needs, operational goals, and fiscal responsibility. Community Parkhill recognizes the Celina community played a vital role in shaping the Master Plan adopted in 2024. As the Project moves from planning to design, we will continue this commitment by keeping the community informed as directed by staff. Our approach emphasizes transparency, accessibility, and responsiveness. Parkhill will collaborate with City staff to provide regular updates to the public through community meetings, open houses, and digital channels. These touchpoints will highlight how priorities identified in the Master Plan—such as the splash pad, all-abilities playground, trail connectivity, and heritage interpretation—are being advanced in the design process. We will also create opportunities for targeted engagement, ensuring input from groups most directly connected to Ousley Park, including nearby residents, youth sports organizations, and seniors. Feedback gathered during these sessions will be documented, shared with City staff and advisory committees, and integrated into design refinements. By honoring the input already provided and maintaining open communication, Parkhill will ensure the community continues to see themselves reflected in the design. This process builds trust, civic pride, and a sense of ownership in Ousley Park as a true community destination.

22

Project Approach - Quality and Cost Control

Provide your approach to quality and cost control for this project.

Quality Assurance and Control Parkhill's QA/QC program, SquareOne, is designed to ensure every project consistently meets the highest standards of quality, functionality, and constructability. For Ousley Park, SquareOne will be applied from project startup through closeout, focusing on clarity of design, adherence to budget and schedule, and faithful implementation of the Council-adopted Master Plan. Design Review Designing a civic park is a complex process requiring thousands of decisions. To ensure the right choices are made early, Parkhill involves multiple principals and senior associates in design reviews, bringing decades of civic and recreational expertise. SquareOne formalizes this review process at key milestones, examining drawings for compliance with design standards, building codes, accessibility requirements, and overall legibility. This proactive approach minimizes conflicts in construction documents and ensures the design remains aligned with project goals. Document Quality Clear and coordinated documentation is critical to translating the community's vision into reality. SquareOne incorporates discipline-specific and interdisciplinary checklists at each stage of design. Our customized BIM platform allows design changes to be updated instantly across drawings, schedules, and equipment lists, while clash detection with consultants and contractors reduces field conflicts. This process ensures the design intent—including integration of all programmatic elements and the Senior Center, Parks Administration Building, and historic Bobcat Stadium—carries through into the built park. Scope Management Maintaining scope discipline is central to project success. Parkhill will implement a scope management plan that anticipates potential challenges in current on-going projects like the stream restoration project, Parks Administration building, adaptive reuse of the old Celina ISD Practice Building, and high-demand features like the splash pad and all-abilities playground. Working closely with City staff and the contractor, we can create a 'wish-list' of items that might not make the initial budget but will be tracked, and if resources become available, can be added to the project. Throughout design and construction, SquareOne reviews and Project Closeout Checklists will ensure project goals remain on track and that occupancy and warranty requirements are met. Cost Control Parkhill understands that Ousley Park must be delivered within the City's approved budget while meeting its ambitious goals. Our approach to cost control begins at project initiation and continues through every design phase. We employ a dual-estimator model: Parkhill's in-house certified estimators collaborate with a third-party estimator based in North Texas to provide both national benchmarking and current local market data. This ensures accurate, transparent cost opinions from the earliest concepts through construction. At each major milestone—Concept, Schematic, Design Development, and Construction Documents—we will prepare detailed, systems-based cost models. These will break down park components into line items so cost can be easily tracked to ensure compliance with Celina's budget goals. Cost opinions will be paired with value management workshops, where staff can evaluate scope and priorities to maintain alignment with budget. Parkhill views cost control as a design philosophy as much as a management tool. By integrating scope, quality, and cost reviews throughout the process, we ensure the City of Celina receives a park that is not only inspirational and inclusive but also financially responsible. Commitment Parkhill recognizes the City's credibility and trust with its citizens depend on delivering Ousley Park on time, within budget, and to the highest standard of quality. Through SquareOne, rigorous scope management, and disciplined cost control, we will provide the City with a design that is reliable, buildable, and reflective of Celina's values.

23

Project Approach - Communication

Describe your teams approach to communication with the City and Construction Manager.

Parkhill's approach to communication for the Ousley Park Design is built on proactive, transparent, and structured collaboration with both the City of Celina and the Construction Manager. Our goal is to ensure all parties remain fully informed, engaged, and empowered to make timely decisions so the design process advances smoothly and the community's vision is realized. Communication Planning At project initiation, Parkhill will work with the City's Project Manager and the Construction Manager to establish a mutually agreed-upon communications plan. This plan will define: - Primary and alternate points of contact for each party. - Preferred methods of communication (email, phone, virtual meetings, in-person). - Frequency and format of scheduled project meetings. - Protocols for sharing documents, updates, and action items. By setting these expectations early, we ensure consistency, clarity, and accountability throughout the project lifecycle. Regular Meetings and Updates We will conduct weekly or bi-weekly progress meetings with the City's Project Manager, the Construction Manager, and key team members. These sessions will review project status, upcoming milestones, and action items, while also highlighting issues that require timely decisions. At each design milestone, Parkhill will provide a concise summary of key issues, recommendations, and outstanding items to support City review and maintain alignment with Council-adopted priorities. Digital Collaboration Parkhill leverages digital project management tools that provide real-time updates on project status, budget, and deliverables. This ensures the City and Construction Manager have immediate access to current information, can track progress, and can review documents efficiently. Meeting notes, decisions, and action items are documented and distributed promptly to maintain transparency. Responsiveness and Issue Resolution Our team is committed to being accessible and responsive, acting as an extension of City staff. We recognize that City leaders and Construction Managers manage multiple priorities, so we strive to respond quickly to questions and requests. When challenges arise, Parkhill facilitates early identification and collaborative resolution, ensuring decisions are documented and shared with all parties. Construction Phase Coordination During construction, Parkhill will maintain close communication with the Construction Manager through regular site meetings, submittal reviews, and prompt responses to RFIs. Observation reports will be provided consistently to confirm design intent and to address any field issues efficiently, reinforcing trust and accountability with City staff and the community. Clear and consistent communication is fundamental to every successful project. The team that initiates the work will remain engaged through construction, providing continuity that safeguards the design intent and promotes a seamless execution from concept to completion. Commitment By establishing clear protocols, leveraging digital tools, and maintaining a responsive, collaborative approach with design staff remaining throughout the project, Parkhill ensures that the City of Celina and the Construction Manager are fully informed and engaged at every stage of the Ousley Park project. This approach minimizes misunderstandings, accelerates decision-making, and supports a successful Project outcome that reflects Celina's aspirations and civic pride.

24 **Sub Consultants**

Provide a list of all sub-consultants that will be used for this project, what portion of the work they will be responsible for and their respective backgrounds.

Terracon (Geotechnical Engineering) - Terracon provides geotechnical services nationwide for a wide range of projects in the commercial, transportation and infrastructure, healthcare, industrial, logistics, federal, digital infrastructure, and power generation and transmission markets. As a geotechnical firm with over six decades of historical geotechnical data, a fleet of more than 200 drill rigs, 140 accredited laboratories, and thousands of employees, they can quickly organize or capture site data wherever your project is located. Their engineers intimately understand regional site conditions and the impacts on your project. In combination with resources nationwide, consulting with Terracon offers a vast knowledge base and connects you to responsive professionals near you and your project site. Their geotechnical professionals are always connected and constantly communicating, so their individual experience and recommendations complement each other to improve quality, sustainability, and most of all, your timeline. Cardinal Engineering (Hydrology and Hydraulics) - Cardinal Strategies provides hydrology and hydraulic (H&H) engineering services with a focus on complex water challenges. Their team of professional civil engineers specializes in hydrology and hydraulic engineering, offering accurate flood risk assessments and customized solutions for flood and erosion mitigation. By leveraging the latest technology and best practices, Cardinal Strategies guides developers and communities through the complexities of stormwater management. Their services include detailed floodplain analysis, H&H studies, detention pond and green infrastructure design, and ensuring regulatory compliance and environmental stewardship. Through a collaborative approach, Cardinal Strategies delivers resilient, sustainable solutions that balance client objectives with environmental responsibility. GPRS (Subsurface Utility Engineering) - GPRS utility locating services utilize ground penetrating radar (GPR) and electromagnetic (EM) locating technology to locate, mark, and map existing underground infrastructure such as power lines, gas lines, pipelines, water lines, sewer lines, potential voids, and additional buried facilities and utility lines. This information is critical for projects where construction or excavation activities are planned to mitigate?accidental utility strikes, plus keep your team and facility safe. GPRS delivers complimentary CAD utility site maps in PDF, KMZ, and SHP file formats, and can export your utility data into a wide variety of drawings, maps, and models to advance communication and collaboration on your project. All clients receive instant access to complete and aggregated site records in Sitemap®, GPRS' digital storage software and app, where data is geolocated, layered, and securely shareable. IES (Environmental Engineering) - IES identifies and documents potential roadblocks to mission support, offers alternatives to avoid issues, and ensures projects are completed on time and within budget through efficient coordination and communication. Integrated Environmental Soultions provides a wide range of environmental planning services, primarily focused on National Environmental Policy Act (NEPA) documentation, including Categorical Exclusions (CATEX), Environmental Assessments (EA), and Environmental Impact Statements/Reports (EIS/EIR). With over 10 years of experience, IES has successfully completed more than 100 NEPA compliance documents.

25 **Reference 1 Information**

26 **Project Name**

Midlothian Community Park Phase 2

27 **Project Location**

Midlothian, Texas

28 **Project URL Link**

https://www.midlothian.tx.us/239/Midlothian-Community-Park

29 **Owner**

City of Midlothian

30 **Owner Contact Name**

Heather Dowell, Parks and Recreation Director

31 Owner Email

heather.dowell@midlothian.tx.us

32 Project Completion Date

January 2022

33 Short Description of Project

Midlothian Community Park is a 105-acre destination in Midlothian, Texas, shaped by a collaborative master planning process with city staff, stakeholders, and residents. The park features a state-of-the-art baseball and softball complex with restrooms and concessions, a community playground, splash pad, amphitheater, basketball and sand volleyball courts, a multi-purpose sports court, walking trails, ponds, shaded picnic pavilions, ample parking, and a league storage building. Robust public engagement and thoughtful design led to a visionary plan. With a $23 million investment, the project was delivered on time and within budget, with zero change orders, reflecting strong coordination and commitment.

34 Design & Construction Costs

Provide the design and construction costs and whether or not the final amounts stayed within budget.

Design = $1,575,500, Construction - $23 Million. Within Budget.

35 Construction Time

What was the construction Time and was it completed on time?

Construction Start - July 2020, Construction Completion - July 2022. Completed on time.

36 Unique Items

Were there any unique circumstances or items related to this project?

This project began during a particularly challenging time, as COVID-19 had just begun affecting both public health and the economy. The City of Midlothian, at a critical decision point, consulted with Parkhill and chose to move forward with the project using the Construction Manager at Risk (CMAR) delivery method. This decision to seize the moment proved instrumental in maintaining the original budget. Had the project been delayed by a year, the cost of the same complex would have increased by nearly 150% due to supply chain disruptions and material shortages resulting from the pandemic. Ultimately, the project was completed on time and within budget.

37 Lessons Learned

Were there any lessons learned from this project?

One valuable lesson we learned from this project is how effective a splash pad can be in supplying water for reuse when it feeds into a detention/retention pond. The splash pad proved so popular—and used such a significant volume of water—that it was able to support irrigation for the entire baseball complex and surrounding areas on a regular schedule throughout a typical summer, without the need to supplement the pond. This demonstrated the substantial water volume a well-used splash pad can generate, and highlighted the successful integration of recreational and sustainable design elements to support water reuse in a sports complex setting.

38 Reference 2 Information

39 Project Name

DoubleTree Ranch Park

40 Project Location

Highland Village, Texas

41 **Project URL Link**

https://highlandvillage.org/Facilities/Facility/Details/Doubletree-Ranch-Park-17

42 **Owner**

City of Highland Village

43 **Owner Contact Name**

Phil Lonzano, Director of Parks and Recreation

44 **Owner Email**

plozano@highlandvillage.org

45 **Project Completion Date**

September 2017

46 **Short Description of Project**

Doubletree Ranch has been a Highland Village landmark for over 60 years, welcoming visitors with its signature pine trees and scenic views. Parkhill planned and designed the new Doubletree Ranch Community Park to honor the land's natural beauty and cultural history. The park features environmentally responsible design, a variety of activities for play, education, art, and entertainment, and serves as a regional destination for sports tournaments, weddings, and special events. Amenities include an amphitheater, outdoor patio, trails for walking and biking, picnic areas, pavilions, restrooms, playgrounds, botanical areas, and water features. This park is the crown jewel of Highland Village's park system.

47 **Design & Construction Costs**

Provide the design and construction costs and whether or not the final amounts stayed within budget.

Design = $779,300, Construction - $9.1 Million. Within Budget.

48 **Construction Time**

What was the construction Time and was it completed on time?

Construction Start - August 2014, Construction Completion - September 2017. This project was not completed on time due to Contractor Issues.

49 **Unique Items**

Were there any unique circumstances or items related to this project?

Unlike many other splash pads that are filled with gadgets and gimmicks, the splash pad at Doubletree Ranch Park continues the theme of a natural Texas environment of a ranch. All of the features exemplify a natural flow of water giving children the opportunity to play in an area near a natural stream next to the "Barn." The gentle flow of the stream allows children to interact with water and to see, feel and touch it up close and personal. The water flow begins with a water fall, then it swirls and curls into a spiral providing plenty of room for kids young and old to find a spot where they can play. Boulders are strategically placed to separate spaces and to provide informal seating. Water jets and bubblers provide interest and energy along the flow of the stream. This splash pad is more of a park space within the larger development. It is a separate facility, but it blends in with the other facilities and continues the overall theme without interfering with other activities.

50 Lessons Learned

Were there any lessons learned from this project?

This project creatively incorporated a water tank as part of the pump house, complementing the site's identity as a former ranch property. Initially, the tank walls alone did not provide sufficient insulation to keep the pump room cool. To address this, the tank was insulated to help maintain a lower ambient temperature. This lesson was applied to a subsequent splash pad project in Flower Mound, where a similar tank was fully insulated and supplemented with large exhaust fans and vents to better control ambient heat.

51 Reference 3 Information

52 Project Name

Flower Mound Heritage Park (Multiple Phases)

53 Project Location

Flower Mound, Texas

54 Project URL Link

https://flowermound.gov/2609/Heritage-Park

55 Owner

Town of Flower Mound

56 Owner Contact Name

Chuck Jennings, Director of Community Services

57 Owner Email

chuck.jennings@flower-mound.com

58 Project Completion Date

March 2019

59 Short Description of Project

Heritage Park Phase 4 is Parkhill's third phase of design for Flower Mound's signature park, focusing on natural beauty and accessibility. This phase features the "Wildlife Encounter," a 1-mile trail with Texas wildlife sculptures, educational signs, a demonstration garden, dry creek bed, and shaded trail node. Each sculpture includes animal facts and footprint impressions. The park also offers an 18-hole disc golf course, designed by World Champion Eric McCabe with Dynamic Disc and Parkhill, set on 25 acres of hills and woods. The course features water hazards, tree-lined fairways, rock outcroppings, and elevation changes, and is ranked among the top three in the Dallas-Fort Worth area.

60 Design & Construction Costs

Provide the design and construction costs and whether or not the final amounts stayed within budget.

Design = $147,000, Construction - $1,757,568. Under Budget.

61 Construction Time

What was the construction Time and was it completed on time?

Construction Start - April 2018, Construction Completion - March 2019, Construction was delayed, but there was an 8-month anticipated completion.

62 **Unique Items**

Were there any unique circumstances or items related to this project?

The Town of Flower Mound selected Heritage Park for its new Dog Park after a thorough site evaluation, with Parkhill providing professional guidance throughout the process. Heritage Park's 25-foot elevation change, wooded landscape, and dividing creek presented both challenges and opportunities. The design preserved large stands of trees for shade and natural beauty, with selective clearing and mulched shaded areas to prevent erosion. Tiff 419 turf with soil amendments was chosen for durability under heavy use. The park features distinct zones for large and small dogs, plus a flexible area that allows rotation between zones, reducing turf stress and maintenance downtime while keeping the park open and functional.

63 **Lessons Learned**

Were there any lessons learned from this project?

This project was developed in multiple phases. The phase that included the Dog Park offered valuable lessons even before construction began. Initially, the project faced controversy, with some Council members opposing the idea of a dog park. However, it was a high priority for residents, many of whom voiced strong support. Due to Council opposition, the initial budget was reduced, with the understanding that the park could be expanded later if it proved successful. Working together, the Parks Director and Parkhill developed a strategic approach: prioritize building as many park amenities as possible while limiting parking in the first phase. The plan anticipated that once parking demand became evident, additional phases could be added to expand parking capacity. Ironically, the park's popularity exceeded expectations, leading to the construction of two additional parking lots in subsequent phases to accommodate the high level of use. The key takeaway is clear—invest in the quality of the park itself first, and phase future improvements as needed to maintain a high standard of design and experience.

64 **Reference 4 Information**

65 **Project Name**

Fort Worth Dream Park

66 **Project Location**

Fort Worth, Texas

67 **Project URL Link**

https://www.fortworthtexas.gov/departments/parks/services/inclusive-playgrounds/dream-park

68 **Owner**

City of Fort Worth / Dream Park Fort Worth Foundation

69 **Owner Contact Name**

Rachael Churchill, Dream Park Foundation President

70 **Owner Email**

rachael@fk1935.com

71 **Project Completion Date**

April 2019

72 Short Description of Project

Parkhill partnered with Dream Park Fort Worth, a nonprofit, to design Frank Kent's Dream Park for the City of Fort Worth, creating an inclusive playground that exceeds ADA standards. With over 200,000 people living with disabilities in Tarrant County and about 29,000 students needing special education, the park ensures every child and guardian can participate in play, which is vital for growth and development. The 1.3-acre playground features rubber surfaces for wheelchair and walker access, supportive swings, a roller slide, Cozy Dome quiet spaces, a We-saw seesaw, a ZipKrooz zipline with accessible seating, and a Sway Fun glider for wheelchairs. The grounds include accessible parking and extra-wide sidewalks. This sensory-rich environment offers musical and parallel play opportunities, allowing children and adults of all abilities to play together.

73 Design & Construction Costs

Provide the design and construction costs and whether or not the final amounts stayed within budget.

Design - $135,183, Construction - $2.7 M. Within Budget.

74 Construction Time

What was the construction Time and was it completed on time?

Construction Start - August 2018, Construction Completion - April 2019, Completed on time.

75 Unique Items

Were there any unique circumstances or items related to this project?

The Dream Park project presented several unique challenges and opportunities during both its design and construction phases—from the initial fundraising efforts to its successful opening in time for May Fest 2019. The project was both exciting and rewarding, featuring vibrant graphics and creative fundraising concepts that were ultimately brought to life. The primary goal was to replace the existing playground in Trinity Park with an inclusive, all-abilities playground where the community could come together and PLAY. The site itself was nestled among large oak trees, which needed to be preserved and, in turn, provided a beautifully shaded environment for the playground. Adding to the complexity, the playground was located directly above major utility lines, including electrical, water, and sanitary sewer services. These critical infrastructure systems had to be carefully protected, with the playground equipment strategically designed to span over them to avoid disruption.

76 Lessons Learned

Were there any lessons learned from this project?

One of the key lessons learned from the Dream Park project was just how popular the playground would become —and how that heavy daily use would affect ongoing maintenance. Integrating nature and plant materials into a playground is essential for creating a rich sensory experience for the users' development. This makes thoughtful plant selection, strategic placement, and a well-designed irrigation system critical to ensuring the long-term maintenance success of a project. Since the park's opening during Mayfest in 2019, Parkhill has continued to study its post-occupancy use, along with our other playgrounds, further refining our knowledge in this area.

77 Reference 5 Information

78 Project Name

Bicentennial Park and Pickleball Complex

79 Project Location

Southlake, Texas

80 Project URL Link

https://www.experiencesouthlaketexas.com/693/Bicentennial-Park

81 Owner

City of Southlake

82 Owner Contact Name

David Miller, Director of Community Services

83 Owner Email

djmiller@ci.southlake.tx.us

84 Project Completion Date

February 2024 (most

85 Short Description of Project

Bicentennial Park spans about 80 acres and features 11 baseball fields, a Miracle Field for those with special needs, a bandshell with rentable picnic areas, and a drainage pond repurposed as a park amenity. Parkhill's design elevated the concession/restroom building for better spectator views, added six new tennis courts, a clubhouse, a spray park, and a half-acre all-abilities playground. The park's new traffic circulation includes a roundabout with historic flags, an added entrance, and extensive way-finding signage. A hike and bike trail system takes advantage of the park's 35- to 40-foot grade change. Three new restroom/concession buildings, a maintenance building, and expanded parking were included. The design reflects Southlake's 1920s downtown theme and transformed a drainage ditch into a water feature that provides both beauty and functional flood control. A triple-barrel precast arch bridge offers an economical lake crossing.

86 Design & Construction Costs

Provide the design and construction costs and whether or not the final amounts stayed within budget.

Design - $335,875, Construction - $3.83M. Within Budget (most recent phase - Pickleball Complex).

87 Construction Time

What was the construction Time and was it completed on time?

Parkhill has been working with the City of Southlake on Bicentennial Park over the past two decades on various phases of the park development. The most recent phase involved the addition of a pickleball complex. Construction Start - April 2024, Construction Completion - February 2024, Completed on time.

88 Unique Items

Were there any unique circumstances or items related to this project?

For the unique circumstance on Bicentennial Park, we will return to the beginning—when we were first asked to develop a concept plan for a recently donated 25-acre parcel intended to be incorporated into the existing park. As we explored the opportunities and constraints of this new addition, we also took a closer look at the existing park, which had evolved over time through multiple projects led by different design teams. What we found was a park that lacked cohesion: there were limited connections between the phases of development, weak ties to surrounding areas and thoroughfares, and no clear visual identity to unify the space or engage its users. These findings led to a broader conversation with City staff, ultimately sparking a reimagining and redevelopment of the entire 80-acre property—resulting in the Bicentennial Park you see today.

89

Lessons Learned

Were there any lessons learned from this project?

A key lesson learned during the development of Bicentennial Park involved the design of the retention/detention pond. The pond was designed as a split-level system intended to both manage stormwater runoff and supply irrigation water for the park. The larger, upper pond was designed to handle the majority of incoming stormwater. It also included an emergency fill line to maintain water levels during dry periods. Water from the upper pond flowed into the smaller, lower pond via a weir, which not only aided in stormwater detention but also created a pleasant white noise feature for park visitors. The lower pond housed the metered outfall structure and the irrigation pumps. However, the original design did not include a bypass valve between the upper and lower ponds. Without this, the irrigation system risked completely draining the lower pond. This oversight was identified during construction, and a bypass valve was added before the pond was completed. Now, over 15 years later, the pond remains a defining feature of Bicentennial Park—both aesthetically pleasing and functionally vital.

90

Miscellaneous

91

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.

92

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.

93

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.

94

SB 13 Boycotting Energy Companies

In accordance with SB 13, I certify as the respondent and submitter for this solicitation that:

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

☑ I certify that the statement is accurate and true.

95

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.

96

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.

97

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.

98

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.

99

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.

100

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.

101

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.

102

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.

103

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.

Parkhill has never had a contract terminated for non-compliance or inadequate performance for a municipal client.

104

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.

Our Professional Liability Insurance provider has not paid any claims on behalf of Parkhill over the past five years. Parkhill completes over 1,300 projects a year through its over 600 employees located in three states. Projects necessarily involve a multitude of interested parties from professionals to suppliers to contractors. Disputes sometimes occur. We work diligently to resolve them in the spirit of cooperation and fairness. Given this myriad of circumstances, Parkhill has had only two lawsuits in the last five years. Both lawsuits are closed. In the first lawsuit the Court issued a Motion to Dismiss (with prejudice) and in the second lawsuit the Court issued a Motion to Dismiss (without prejudice).

105

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.

106

Exceptions / Comments

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

Parkhill would like to revise the following sentence: Exhibit B, Insurance Requirements Original - Item B.3, “Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days’ notice has been given to the City of Celina. Revised - Item B.3, “Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until ten (10) days’ notice of non payment of premium has been given to the City of Celina. Parkhill also cannot comply with the below statement. Professional services are judged on the Standard of Care and warranties cannot be provided. General Terms and Conditions "65. WARRANTY - The Contractor warrants that all items/services shall conform to the specifications and/or all warranties as stated in the these terms and conditions and be free from all defects in material, workmanship, and title. A copy of the warranty for each item being bid must be enclosed."

107

Invoices

All invoices must reference the City of Celina's Purchase Order/Department Purchase Order number, department name, job site location, city employee requesting service, and a **complete breakdown of charges**. The breakdown on the invoice should be in accordance with the bid pricing. If applicable, invoices should provide clear detail and breakdown for labor (to include hourly rate and cost per hour), and mark-up on parts/materials should be provided on the invoice and extended (detail to show vendors cost, and then extended to show markup). All original invoices must be sent to accountspayable@celina-tx.gov.

Invoices must be submitted monthly by the 10th of each month for the previous month. (ex: Any work completed from July 1-July 31, 2024 must be invoiced and submitted by August 10, 2024).

Failure to submit billing on time may be considered grounds for contract termination and may prevent future awarded work.

108

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.

Charter no. 196367

109

Public or Private

Is your business publicly traded?

No

110

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

111

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.

112

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

CITY OF CELINA
SOLICITATION RECAP
SOLICITATION #: 2026-002
SOLICITATION NAME: Ousley Park Design
PROJECT #:P25

Bid Opening Date	10/23/26	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	876
Number of Submissions:	16
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	16
Number of No Bids	2
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. Sixteen responses to the request for qualification were received and found be responsive. The responses were sent to an evaluation committee consisting of members from City Mangers office, Parks Department, and Engineering Department. The following criteria was used to score the firms:

- Experience of the Firm – 100 points
- Experience of the Project Team – 400 points
- Relevant Project Experience (5 Projects) – 250 points
- Scheduling – 50 points
- Stakeholders- 50 points
- Quality and cost control – 50 points
- Communication – 50 points
- Schedule and implementation – 50 points
- Total – 1000 points

After the initial department evaluation it was decided that the top five firms would move to a second interview round. After completion of the second interview round the evaluators were asked to rank their choices.

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

Recommended Vendor(s):	Parkhill Smith and Cooper
Contract Term:	21-30 Months

Ryan Quigley, Purchasing Agent	2/19/26
Submitted By	Date

Event Number	2026-002 Addendum 3
Event Title	Ousley Park Design
Event Type	RFQ
Issue Date	9/19/2025 08:00:00 AM (CT)
Close Date	10/23/2025 10:00:00 AM (CT)

Organization	City of Celina eBid
Workgroup	Purchasing
Email	rquigley@celina-tx.gov
Phone	
Fax	

Responding Supplier	City	State	Response Submitted
Burditt Consultants, LLC	Conroe	TX	10/22/2025 01:04:25 PM (CT)
CEI Engineering Associates, Inc.	Bentonville	AR	10/22/2025 12:23:28 PM (CT)
Design Workshop, Inc.	Denver	CO	10/23/2025 09:19:23 AM (CT)
Dunaway Associates, LLC	Fort Worth	TX	10/22/2025 03:15:45 PM (CT)
Freese and Nichols, Inc.	Fort Worth	TX	10/23/2025 08:53:32 AM (CT)
Kimley-Horn and Associates, Inc.	Dallas	TX	10/23/2025 08:55:09 AM (CT)
LJA Engineering, Inc.	Houston	TX	10/23/2025 09:01:43 AM (CT)
McAdams (The John R. McAdams Company, Inc.)	Lewisville	TX	10/23/2025 07:49:53 AM (CT)
MESA Design Group (MESA Design Associates, Inc.)	Dallas	TX	10/22/2025 04:59:56 PM (CT)
MHS PLANNING & DESIGN, LLC	TYLER	TX	10/23/2025 09:16:17 AM (CT)
Parkhill, Smith & Cooper, Inc.	Lubbock	TX	10/23/2025 08:53:56 AM (CT)
PBK	Dallas	TX	10/23/2025 09:19:07 AM (CT)
Studio Outside (Studio Outside, LLC)	Dallas	TX	10/22/2025 12:41:35 AM (CT)
SWA Group	Dallas	TX	10/23/2025 09:05:40 AM (CT)
Talley Associates	Dallas	TX	10/23/2025 09:31:31 AM (CT)
Westwood Professional Services, Inc.	Plano	TX	10/23/2025 09:47:26 AM (CT)

The summary reflects all submissions received. This document acknowledges receipt of the submission and does not acknowledge responsiveness or acceptance. The City will review and determine the responsiveness based on applicable laws, procurement policy and specifications. The City provides notification to the successful firm in writing and inspection of all submissions is available at that time.

Supplier Scoring Summary — 2026-002 Addendum 3 - Ousley Park Design - Scoring Round - Department

Supplier	Rank	Score	Round 2 - Experience	Experience of the Firm	Experience of the Project Team	Round 2 - Relevant Project Evaluation	Project 1	Project 2	Project 3	Project 4	Project 5	Round 2 - Project Approach, Methodology, & Schedule	Project Approach - Scheduling	Project Approach - Stakeholders	Project Approach - Quality and Cost Control	Project Approach - Communication	Schedule and Implementation
		1000	100.00	400.00		50.00	50.00	50.00	50.00	50.00		50.00	50.00	50.00	50.00	50.00	
Parkhill, Smith & Cooper, Inc.	1	793.60	85.60	319.00		34.40	35.40	32.40	20.40	35.40		48.00	45.00	49.00	45.00	44.00	
Dunaway Associates, LLC	2	784.60	84.60	331.00		30.20	27.80	34.40	24.20	23.40		49.00	45.00	49.00	41.00	45.00	
Westwood Professional Services	3	784.20	76.40	334.00		34.20	26.20	33.00	26.80	27.60		44.00	45.00	48.00	46.00	43.00	
Kimley-Horn and Associates, In	4	767.80	83.20	339.00		21.80	23.80	25.80	22.20	28.00		47.00	44.00	43.00	48.00	42.00	
LJA Engineering, Inc.	5	763.20	77.60	314.00		32.80	28.40	31.60	25.40	28.40		46.00	42.00	48.00	46.00	43.00	
Design Workshop, Inc.	6	749.60	82.20	279.00		39.40	30.40	33.40	32.80	30.40		49.00	45.00	47.00	37.00	44.00	
MESA Design Group	7	736.20	81.20	292.00		27.40	28.40	26.00	35.80	20.40		48.00	43.00	47.00	43.00	44.00	
Studio Outside	8	736.00	63.60	308.00		32.20	29.80	24.40	26.40	29.60		48.00	39.00	47.00	46.00	42.00	
Freese and Nichols, Inc.	9	727.80	82.20	296.00		34.00	31.80	28.20	22.20	18.40		42.00	41.00	47.00	44.00	41.00	
Talley Associates	10	722.80	83.60	284.00		23.60	24.60	31.20	26.40	29.40		44.00	42.00	49.00	46.00	39.00	
SWA Group	11	713.20	81.20	291.00		23.40	24.80	29.20	23.40	23.20		44.00	39.00	47.00	43.00	44.00	
PBK	12	689.80	70.60	298.00		23.20	17.60	19.80	19.60	17.00		46.00	44.00	48.00	44.00	42.00	
MHS PLANNING & DESIGN, LLC	13	682.00	60.40	300.00		20.00	25.80	23.80	17.60	24.40		43.00	40.00	42.00	42.00	43.00	
McAdams	14	655.40	81.80	235.00		21.80	28.40	19.20	27.80	16.40		48.00	42.00	48.00	43.00	44.00	
Burditt Consultants, LLC	15	655.00	73.00	246.00		34.00	25.60	23.60	18.40	21.40		46.00	38.00	47.00	39.00	43.00	
		730.75	77.81	297.73		28.83	27.25	27.73	24.63	24.89		46.13	42.27	47.07	43.53	42.87	

Evaluation Committee Ranking after Interviews

Evaluators

	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Total	Final Ranking
Parkhill	1	1	1	1	1	5	1
Kimley	3	3	3	3	2	14	3
Dunaway	2	2	2	2	3	11	2
Westwood	4	4	4	4	4	20	4
LJA	5	5	5	5	5	25	5

Lowest score equals highest rank

Reviewed and Approved by Purchasing

Signature

2/19/26
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1425049

Date Filed:
02/24/2026

Date Acknowledged:
02/25/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Parkhill
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Celina

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Ousley Park & Arkansas Drive
public art installation areas (permanent & rolling), all-abilities community playground, recirculating splash pad, fitness area, amphitheater, restrooms, redevelopment of ex. pavilion structure, etc.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Edwards, Jay	Midland, TX United States	X	
Hart, Dan	Austin, TX United States	X	
Edwards, Zane	Midland, TX United States	X	
Hamilton, John	Lubbock, TX United States	X	
Haberer, Mark	Lubbock, TX United States	X	
Finley, David	Frisco , TX United States	X	
Stills, Mary	El Paso, TX United States	X	
Ramirez, Mike	El Paso, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

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:	March 10, 2026

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

Background Information:
The Denton Central Appraisal District Board of Directors is deeply saddened and regrets to inform the county of the passing of Ann Pomykal, Board Member, Place 4. Denton CAD and the City of Celina is grateful for Ms. Pomykal's dedicated service to the taxpayers of Denton County and for the leadership she provided during her tenure on the board.

Ms. Pomykal was an entity-appointed member of the DCAD Board of Directors. According to the Texas Property Tax Code, a vacancy at DCAD by an appointed member falls under Section 6.0301(f), which states:

"(f) If a vacancy occurs in an appointive position on the board of directors, each taxing unit that is entitled to vote under Section 6.03 may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The taxing unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall appoint by majority vote of its members one of the nominees to fill the vacancy."

If the City Council chooses to approve a nominating Resolution to fill the vacancy, the deadline to submit the Resolution to the Chief Appraiser is Monday, March 30, 2026.

Following this deadline, the Chief Appraiser will prepare a list of all submitted nominees, and the current Board of Directors shall appoint one of the nominees by majority vote to fill the vacancy.

To be eligible to serve on a board of directors, an individual must be a resident of the appraisal district and must have resided in the appraisal district for at least two (2) years immediately preceding the date of taking office.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Resolution

Financial Consideration:
N/A

Staff Recommendation:
Staff is seeking feedback from City Council.



Denton Central Appraisal Board of Directors Vacancy

March 10, 2026



Purpose of Item

- According to the Texas Property Tax Code, a vacancy at DCAD by an appointed member falls under Section 6.0301(f), which states: "(f) If a vacancy occurs in an appointive position on the board of directors, each taxing unit that is entitled to vote under Section 6.03 may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The taxing unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall appoint by majority vote of its members one of the nominees to fill the vacancy.“
- Nomination Resolutions are due back to the Chief Appraiser by Monday, March 30, 2026.
- The Chief Appraiser will prepare a list of all submitted nominees, and the current Board of Directors shall appoint one of the nominees by majority vote to fill the vacancy.



Questions?

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS, EXERCISING THEIR RIGHT TO NOMINATE A CANDIDATE TO FILL A VACANCY ON THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

WHEREAS, the City of Celina is a member of the Denton Central Appraisal District and is entitled to nominate a candidate to fill a vacancy on the Board of Directors in accordance with 6.03 of the Texas Property Tax Code; and,

WHEREAS, each entity may nominate a candidate by Resolution and submit it to the Chief Appraiser before March 30, 2026.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA AS FOLLOWS: THAT CITY COUNCIL NOMINATES ACCORDINGLY AS REPRESENTED BELOW:

Candidate Name

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

CITY OF CELINA:

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary