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AGENDA
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, MAY 12, 2026
5:00 PM

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. CANVASS OF ELECTION RESULTS/OATHS OF OFFICE:

A. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, canvassing the results of the General Election held on May 2, 2026. (Owens)

B. Administration of the Oath of Office and presentation of the Certificate of Election to the newly elected Mayor, and Council Members for Place No. 4 and Place No. 5. (Owens)

III. PROCLAMATIONS/PRESENTATIONS:

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

B. Celina Youth Council recognition. (Kearney)

IV. 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 pre-annexation agreements.

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

B. Discussion regarding Project 151.

C. Discussion regarding Project Kingsmen 2.0.

D. Discussion regarding Project Highland.

E. Discussion regarding Project Rooster.

F. Discussion regarding Project Cypress.

G. Discussion regarding Project Pitch.

H. Discussion regarding The Village at Ownsby Farms.

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

I. Update on Blue Angus Eminent Domain.

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

K. Discussion regarding property located near Louisiana Drive and Beech Street.

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 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.

V. PLEDGE OF ALLEGIANCE/INVOCATION:

VI. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding the 2026 Water and Wastewater Rate Study. (Stovall)

B. Discussion regarding the development of Ousley Park. (Walsh)

VII. OPEN FORUM:

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

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

VIII. CONSENT AGENDA:

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

A. Minutes Approval:
1) City Council - Regular Meeting - April 14, 2026, 4:40 p.m.

B. Consider and act upon purchasing Dell and Panasonic computer hardware from GTS Technology Solutions through a cooperative contract with the State of Texas Department of Information Resources (DIR) for an amount of $199,274.56, plus a 20% contingency in the amount of $39,854.91, for a total amount not to exceed $239,129.47. (Alexander)

C. Consider and act to authorize the purchase of furniture for the new Parks Administration Building from Furniture Marketing Group (FMG) in the amount of $403,384.96, plus a 5% contingency in the amount of $20,169.24, for a total amount not to exceed $423,554.20. (Brawner)

D. Consider and act to authorize the City Manager to execute an agreement with Oncor Electric Delivery, LLC, for the burial of electric lines on W. Walnut Street from the NW corner of N. Arizona Drive to the NE corner of N. Colorado Drive for an amount not to exceed $120,054.12. (Brawner)

E. Consider and act upon a request to amend a development agreement with CCD- Coit Land, LLC, regarding the construction of Choate Parkway from Kinship Parkway to Roseland Parkway. (Brawner)

F. Consider and act to authorize Amendment 6 to Parkhill Smith Cooper's Design Services MSA for the bleacher site work related to the Park Administration Building in the amount not to exceed $69,840.00. (Brawner)

G. Consider and act to authorize and ratify a work authorization with WSB Testing MSA for the material testing services for Fire Station #4 in amount not to exceed $109,913.00. (Brawner)

H. Review and acceptance of the Quarterly Investment Report for the period ended March 31, 2026. (Bromiley)

I. Consider and act upon a Resolution appointing Art Maldonado as Judge of the Municipal Court of the City of Celina, Texas, setting the compensation of said Judge, setting the term of office of said Judge, and establishing authority in accordance with State laws and the Home Rule Charter of the City of Celina. (Bromiley)

J. Consider and act upon a Resolution to authorize execution of an Amendment to the Interlocal Agreement with the Local Government Investment Cooperative. (Bromiley)

K. Consider and act upon an Interlocal Cooperation Agreement for Ad Valorem Tax Collection Services with Collin County Tax Assessor's Office and the City. (Bromiley)

L. 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)

M. Consider and act to award Bid #2026-031 to A&M Construction for the repair of a twelve-inch water transmission line in the amount of $92,574.00, plus a 10% contingency in the amount of $9,257.40, for a total amount not to exceed $101,831.40. (Figueroa)

N. Consider and act upon a Resolution authorizing the City Manager to terminate the Interlocal Cooperation Agreement between the Town of Little Elm and the City of Celina for the Coordination of the Ironman Competition Route. (Ranc)

O. Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary right-of-way and easements for North Preston Lakes Drive drainage project. (Oduro)

P. Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary right-of-way and easements for East Elm Street from S. Preston Road to S. Texas Drive. (Oduro)

Q. Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary right-of-way and easements for the right-turn lane improvements on Preston Road at Lynn Stambaugh Parkway. (Oduro)

R. Consider and act to approve a work authorization for testing services for the construction of the Glendenning Transmission Line with WSB, LLC, for an amount not to exceed $122,259.00. (Oduro)

S. Consider and act to authorize an amendment to a work authorization for professional review services of hydraulic and hydrologic studies by Freese and Nichols, Inc., in an amount not to exceed $120,000.00. (Oduro)

T. Consider and act to authorize a change order for $122,354.34 for the addition of a 24-inch in-line gate valve for the Coit Road water line as part of the Coit Road reconstruction from Vest Lane to Choate Parkway, Bid 2025-029 to McMahon Contracting, LP. (Oduro)

U. Consider and act to authorize Amendment 2 to add the Guaranteed Maximum Price (GMP) for the construction of the Old Celina Park playground through the Construction Manager At Risk, Dean Construction, in the amount of $113,170.12. (Oduro)

V. Consider and act to authorize a cost share agreement with Michael Millen Revocable Trust for the construction and upsize and construction of a twelve-inch (12") waterline running from the east side of Preston Hills Circle to approximately 370' west of Twin Lakes Drive in an amount not to exceed $79,040.33. (Oduro)

W. Consider and act to accept the resignation of Shane Lambert from the Economic Development Corporation. (Owens)

X. Consider and act to accept the resignation of Michael Dawson from the Planning & Zoning Commission. (Owens)

Y. Consider and act to approve the acceptance of the sub-grant for the Hazard Mitigation Grant Program (HMGP) for the Celina Warning Siren System and authorize the City Manager to sign the terms and conditions of the grant. (White)

IX. 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 Assembly, Other use on an approximately .24 acre portion of an overall four (4) acre tract; generally located approximately

890 feet north of Frontier Parkway and 850 feet east of Preston Road, within the City limits, for Preston Corner Lot 8 – Building 3 Event Center. (Mohan)

X. ACTION ITEM:

A. Consider and act to approve the FY 2026 Public Art Annual Plan and appoint City Council liaisons to each art selection committee. (Kearney)

B. Consider and act to approve a work authorization for design services for Westwood Services for Legacy Drive from Punk Carter to Carey Road and the intersection of FM 428 and Legacy Drive for an amount of $2,561,610.00. (Oduro)

C. 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 (Mosaic Public Improvement District Improvement Area #2B Project); approving a Service and Assessment Plan and updated Improvement Area #2 Assessment Roll; and approving and authorizing related agreements. (Bromiley)

D. Consider and act to authorize Amendment 2 to the Guaranteed Maximum Price (GMP) for the construction of the fire lane civil work at the Parks Administration Building to Crossland Construction for an amount not to exceed $1,457,094.00. (Brawner)

E. Consider and act to award Bid #2025-039 to Tangram, LLC, for the Downtown Center furniture in the amount of $1,593,213.00, plus a 5% contingency in the amount of $79,660.00, for a total amount not to exceed $1,672,873.00. (Brawner)

F. Consider and act to approve a work authorization for project management services from Johnson, Mirmirian & Thompson, Inc., for the preparation of five design packages for various downtown streets in an amount not to exceed $1,737,374.26. (Brawner)

G. Discussion and consideration of all matters incident and related to the issuance and sale of "City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2026", including the adoption of an Ordinance authorizing the issuance of such certificates of obligation, establishing parameters for the sale of such certificates of obligation and delegating certain matters to an authorized official of the City. (Stovall)

H. Consider and act to elect a Mayor Pro Tem and Deputy Mayor Pro Tem. (Owens)

XI. 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.

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City Secretary's Office
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ashley Owens, City Secretary
CC: Robert Ranc, City Manager, Karla Stovall, Assistant City Manager
Date: May 12, 2026

Agenda Item:
Consider and act upon a Resolution of the City Council of the City of Celina, Texas, canvassing the results of the General Election held on May 2, 2026. (Owens)

Background Information:
The General Election was held on Saturday, May 2, 2026, for the purpose of electing a Mayor, and a Council Member for Place 4 and a Council Member for Place 5. Unofficial tabulations from Collin and Denton Counties are listed below.

	COLLIN COUNTY	DENTON COUNTY	TOTAL VOTES CAST
MAYOR			
ERICA CORNELIUS	51	7	58
RYAN TUBBS	1,291	67	1,358
ERIC BECKER	371	8	379
COUNCIL PLACE NO. 4			
KATIE DUNN	845	30	875
SHEA SCOTT	857	50	907
COUNCIL PLACE NO. 5			
SHANE LAMBERT	1,145	66	1,211
BRENT BATY	530	13	543

Legal Review:
Legal has reviewed the Resolution.

Supporting Documents:

1. Staff Presentation
2. Resolution
3. Resolution- Spanish

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.



Canvass of General Election

May 12, 2026

City Secretary's Office



Canvassing of Votes

The canvass is a process in which a city tabulates the total number of votes in a recently completed election. Once the canvass is complete, certificates of election are issued to the newly elected officers.



Thank You!

RESOLUTION NO. 2026-___R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, CANVASSING THE RESULTS OF THE GENERAL ELECTION HELD ON MAY 2, 2026, FOR THE PURPOSE OF ELECTING A MAYOR AND CITY COUNCIL MEMBERS FOR PLACE NOS. 4 AND 5; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Election was held on the 2nd day of May 2026, for the purpose of electing the hereinafter named officials; and

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

	COLLIN COUNTY	DENTON COUNTY	TOTAL
MAYOR			
ERICA CORNELIUS	51	7	58
RYAN TUBBS	1,291	67	1,358
ERIC BECKER	371	8	379
COUNCIL MEMBER PLACE NO. 4			
KATIE DUNN	845	30	875
SHEA SCOTT	857	50	907
COUNCIL MEMBER PLACE NO. 5			
SHANE LAMBERT	1,145	66	1,211
BRENT BATY	530	13	543

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

SECTION 1: Said election was duly called, that notice of said election was given in accordance with law, that said election was held in accordance with law, and that Ryan Tubbs was duly elected Mayor, and that Shea Scott was duly elected Council Member Place No. 4, and that Shane Lambert was duly elected Council Member Place No. 5. Above-named parties are hereby declared duly elected Mayor, Council Member for Place No. 4 and Council Member for Place No. 5, subject to the taking of the oath-of-office as provided by the laws of the State of Texas.

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

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

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas this the 12th day of May 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

RESOLUCIÓN NO. 2026-___R

RESOLUCIÓN DEL AYUNTAMIENTO DE LA CIUDAD DE CELINA, TEXAS, POR LA QUE SE VERIFICAN LOS RESULTADOS DE LAS ELECCIONES GENERALES CELEBRADAS EL 2 DE MAYO DE 2026, CON EL FIN DE ELEGIR AL ALCALDE Y A LOS CONCEJALES DE LOS PUESTOS N.º 4 Y 5; Y QUE ESTABLECE UNA FECHA DE ENTRADA EN VIGOR.

CONSIDERANDO que la ciudad de Celina es un municipio autónomo situado en los condados de Collin y Denton, Texas, creado de conformidad con las disposiciones del Código de Gobierno Local de Texas y la Constitución de Texas, y que opera con arreglo a la legislación habilitante del estado de Texas; y

CONSIDERANDO que las elecciones se celebraron el 2 de mayo de 2026, con el fin de elegir a los funcionarios que se nombran a continuación; y

CONSIDERANDO que el Ayuntamiento ha revisado e investigado todos los asuntos relacionados con las elecciones, incluyendo la convocatoria, las notificaciones, los funcionarios electorales, la celebración y los resultados de las mismas, y que ahora es necesario declarar los resultados oficiales del escrutinio de la siguiente manera:

	CONDADO DE COLLIN	CONDADO DE DENTON	TOTAL
ALCALDE			
ERICA CORNELIUS	51	7	58
RYAN TUBBS	1,291	67	1,358
ERIC BECKER	371	8	379
CONCEJAL DEL PUESTO N.º 4			
KATIE DUNN	845	30	875
SHEA SCOTT	857	50	907
CONCEJAL DEL PUESTO N.º 5			
SHANE LAMBERT	1,145	66	1,211
BRENT BATY	530	13	543

POR LO TANTO, EL AYUNTAMIENTO DE LA CIUDAD DE CELINA, TEXAS, RESUELVE LO SIGUIENTE:

SECCIÓN 1: Dicha elección fue convocada debidamente, se notificó dicha elección de conformidad con la ley, dicha elección se celebró de conformidad con la ley, y Ryan Tubbs fue debidamente elegido alcalde, Shea Scott fue debidamente elegido concejal para el puesto n.º 4, y Shane Lambert fue

debidamente elegido concejal para el puesto n.º 5. Por la presente se declara a las personas antes mencionadas debidamente elegidas como alcalde, concejal del puesto n.º 4 y concejal del puesto n.º 5, a reserva de que presten juramento al cargo según lo dispuesto por las leyes del estado de Texas.

SECCIÓN 2: Se constata y determina además que, de conformidad con la orden de este órgano de gobierno, el secretario municipal publicó un aviso por escrito con la fecha, el lugar y el objeto de esta reunión en el tablón de anuncios situado en el Ayuntamiento, un lugar conveniente y fácilmente accesible para el público en general, y que dicho aviso se publicó y permaneció expuesto de forma continua durante al menos tres días hábiles antes de dicha reunión.

SECCIÓN 3: La presente resolución entrará en vigor a partir de la fecha de su aprobación, de conformidad con la legislación estatal.

APROBADA Y PROMULGADA por el Ayuntamiento de la ciudad de Celina, Texas, el día 12 de mayo de 2026.

CIUDAD DE CELINA

_____
Ryan Tubbs, Alcalde

DOY FE:

_____
Ashley Owens, Secretaria municipal



Oath of Office and Certificates of Election

May 12, 2026

City Secretary's Office



Oaths of Office and Certificates

Once the canvass is complete, certificates of election are issued to the newly elected officers. Oaths of office will be taken immediately after.



Thank You!

Life Connected.

City Manager's Office
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Karla Stovall, Assistant City Manager
CC: Robert Ranc, City Manager
Date: May 12, 2026

Agenda Item:
Discussion regarding the 2026 Water and Wastewater Rate Study. (Stovall)

Background Information:

The City contracted with Willdan Financial Services to evaluate the water and wastewater rates necessary for utility operations and capital improvements in 2024. This initial study established a five-year forecast, concluding that the City's rapid growth was effectively absorbing inflationary pressures. Consequently, the City Council accepted the 2024 Rate Study on May 14, 2024, maintaining stable rates for 2024 and 2025. This action also mandated an additional comprehensive rate assessment within two to three years to ensure utility fees consistently align with the actual cost of service and essential infrastructure investments.

In alignment with this commitment to fiscal responsibility, the City again commissioned Willdan Financial Services to perform the 2026 assessment. This updated study is scheduled for presentation at the City Council meeting on May 12, 2026. The 2026 findings confirm that no rate changes are recommended for the current fiscal year. This continuation of stable rates demonstrates the City's successful management of utility resources despite broader economic shifts over the last two years.

Looking toward long-term sustainability, the 2026 study identifies a strategic need to adjust rates in April 2027 and April 2028 to maintain service levels and fund necessary system investments. While the current model also forecasts potential increases for 2029, staff recommends a proactive approach by conducting another comprehensive study in two years. This mid-cycle review will allow the City to verify 2029 projections against actual growth data and economic trends, ensuring that any future adjustments remain fair, accurate, and necessary.

Key findings from the 2026 Rate Study include:
Current Rates: No rate changes are recommended for the 2026 fiscal year.

Future Projections: The study identifies a need to adjust rates in April 2027 and April 2028 to maintain service levels.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. 2026 Water Wastewater Rate Study Introduction
3. 2026 05 12 Celina Rate Study Report

Financial Consideration:
Utility Rate Analysis for 2026-2035.

Staff Recommendation:
Staff recommends approval.

Water and Wastewater Rate Study
City Council Presentation

May 2026



Revised: 03/18/2026

AGENDA

1. BACKGROUND ON RATES

2. CUSTOMERS AND VOLUMES

3. CURRENT AND FORECAST COST OF SERVICE

4. PROPOSED RATE PLAN

BACKGROUND ON
WATER & WASTEWATER RATES

21st CENTURY WATER & WASTEWATER RATE FACTS

- Average utility has been increasing rates 5-6% per year, a trend that is expected to continue
- American Water Works Association (AWWA) forecasts that water and wastewater rates across the U.S. will **triple** over the next 15 years
- Rate adjustments are primarily due to reasons beyond a utility's direct control – inflation, necessary Capital Improvement Plans, wholesale costs, other indirect expenses
- 30-40% of utilities charge rates that **do not cover their costs**

RATE BACKGROUND | WATER & WASTEWATER

- Current rates went in effect in June 2023
- Utility fund remains financially healthy
- Growth is expected to continue at a strong pace in 2026 – 2030 (added revenue from growth will help to offset inflation pressure and minimize rate adjustments)
- Inflation is driving up utility operating and capital costs
- UTRWD costs will continue to increase
- $316.05M in new debt is projected to fund Utility's CIP projects
- Together, these factors are driving the need to implement a new long-term rate plan



CURRENT RATE STRUCTURE | WATER

WATER RATE STRUCTURE	INSIDE	OUTSIDE[1]
Base Charge by Meter Size[2]	**RESIDENTIAL**	
3/4”	$24.56	$36.84
1”	41.30	61.95
1.5”	82.61	123.92
2”	132.18	198.27

Base Charge by Meter Size[2]	COMMERCIAL	
3/4”	$29.50	$44.25
1”	51.63	77.45
1.5”	103.27	154.90
2”	165.22	247.84
3”	247.83	371.74
4”	413.05	619.58
6”	843.13	n/a
8”	1,636.58	n/a

WATER RATE STRUCTURE	INSIDE	OUTSIDE[1]
Volume Rate per 1k GAL	**ALL CUSTOMERS**	
2,001 to 10,000	$5.37	$8.05
10,001 to 20,000	8.13	12.19
20,001 to 30,000	9.57	14.35
30,001 and Above	13.81	20.72

WATER RATE STRUCTURE NOTES

[1]City charges a 50% Premium to Outside Customer accounts
[2]Base charge includes 2,000 gallons of water for all accounts

CURRENT RATE STRUCTURE | WASTEWATER

WW RATE STRUCTURE	INSIDE	OUTSIDE[1]
Base Charge by Meter Size	**RESIDENTIAL**	
3/4”	$25.54	$38.32
1”	45.90	68.84
1.5”	85.66	128.49
2”	146.85	220.27

Base Charge by Meter Size	COMMERCIAL	
3/4”	$30.59	$45.89
1”	57.37	86.06
1.5”	107.08	160.63
2”	183.56	275.34
3”	256.96	n/a
4”	458.90	688.36
6”	917.80	n/a
8”	1,835.60	n/a

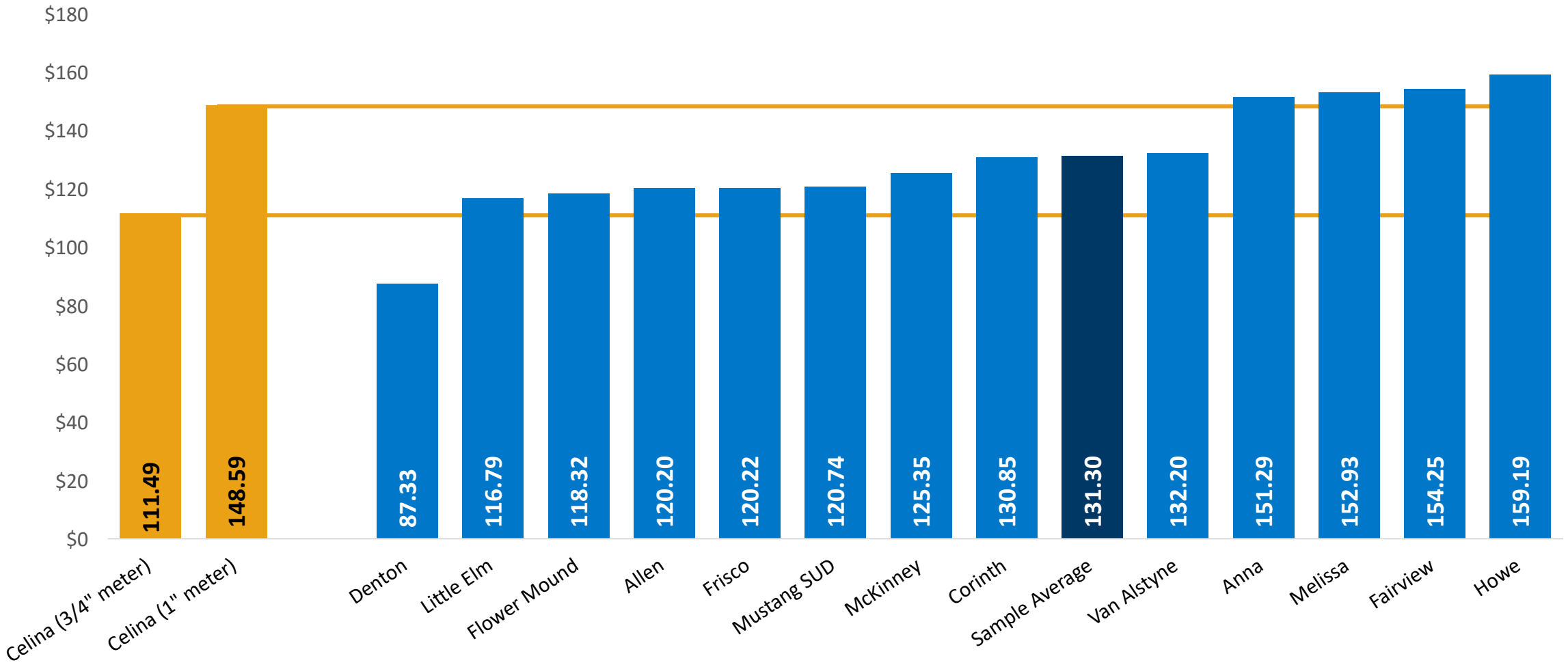
WW RATE STRUCTURE	INSIDE	OUTSIDE[1]
Volume Rate per 1k GAL[3]	**RESIDENTIAL**	
0 to 5,000	$6.37	$9.55
5,001 to Above[2]	7.88	11.82

Volume Rate per 1k GAL[4]	COMMERCIAL	
2,001 and Above	$6.94	$10.41

WASTEWATER RATE STRUCTURE NOTES

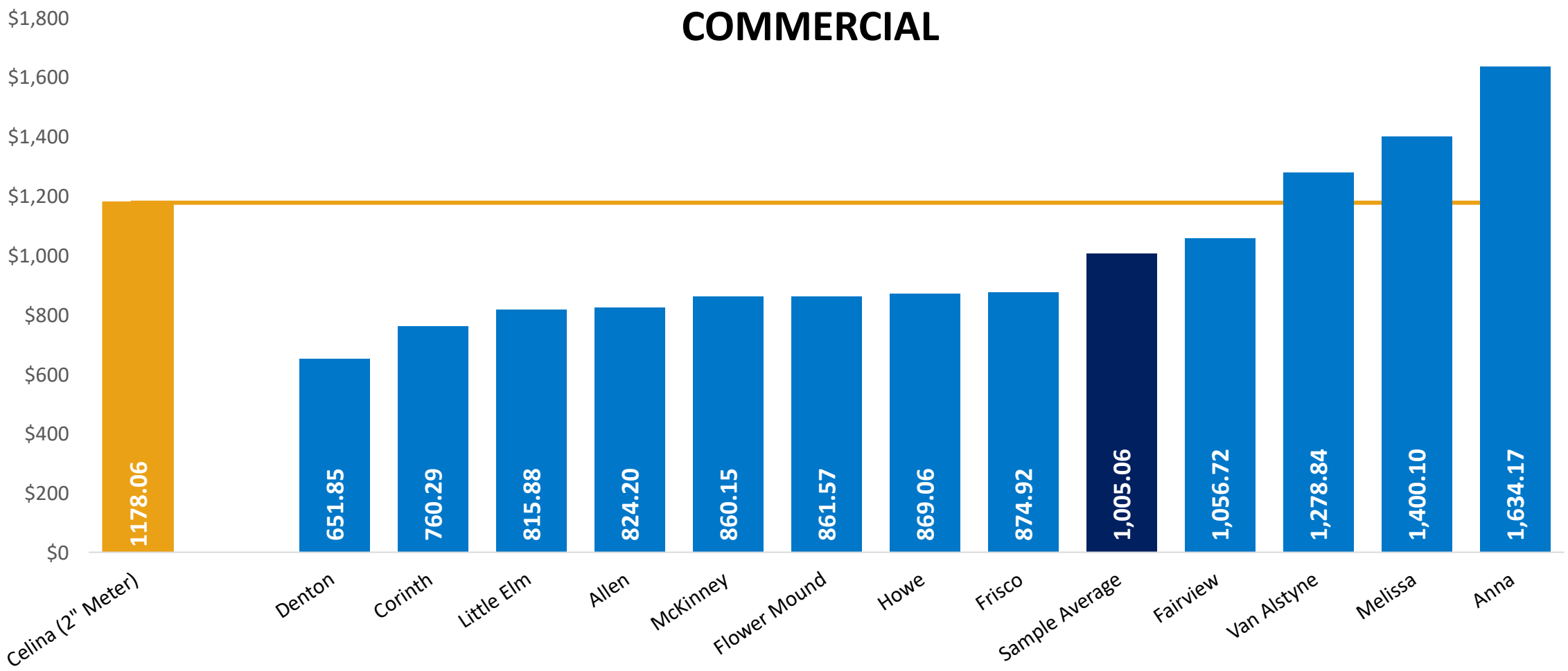
[1]City charges a 50% Premium to Outside Customer accounts
[2]City uses Winter Averaging rate method to calculate Residential account volume charges
[3]Base charge includes 0 gallons for Residential accounts
[4]Base charge includes 2,000 for Commercial accounts

CURRENT MONTHLY CHARGES | 7.5KGAL WATER & 5K GAL WW



Average residential water use: 7,194 gal. per mo. | Rates comparison as of February 2026

CURRENT MONTHLY CHARGES | 50KGAL WATER & WW



Average commercial water use: 44,948 gal. per mo. | Rates as of February 2026

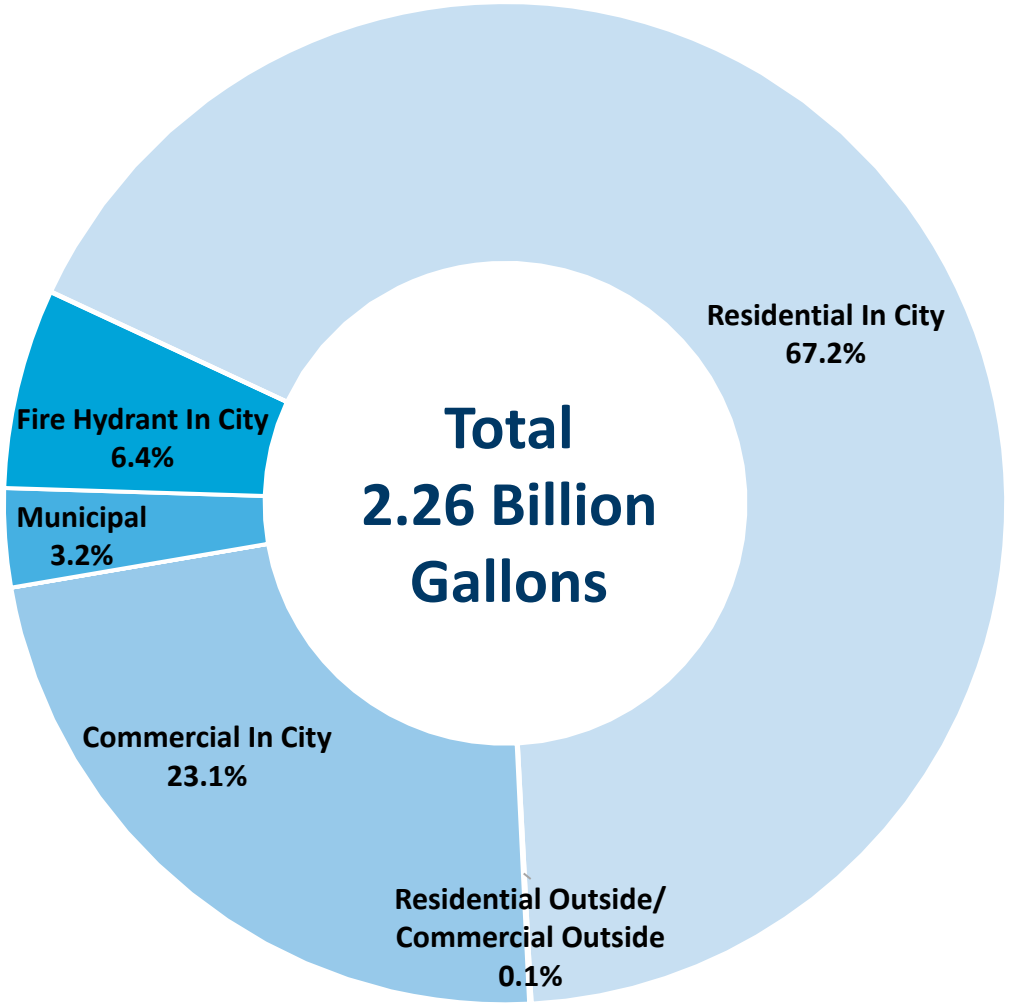
WATER & WASTEWATER
CUSTOMERS & VOLUMES

2025 TEST YEAR ACCOUNTS | WATER & WASTEWATER

WATER CUSTOMER ACCOUNTS		
CUSTOMER TYPE	**COUNT**	**PERCENT**
Residential (Inside)	18,095	93.8%
Residential (Outside)	14	0.1%
Commercial (Inside)	966	5.0%
Commercial (Outside)	1	0.0%
Municipal	93	0.5%
Fire Hydrant (Inside)	126	0.7%
Fire Hydrant (Outside)	6	0.0%
Total Accounts	**19,301**	

WASTEWATER CUSTOMER ACCOUNTS		
CUSTOMER TYPE	**COUNT**	**PERCENT**
Residential (Inside)	17,435	96.5%
Residential (Outside)	1	0.0%
Commercial (Inside)	621	3.4%
Commercial (Outside)	-	0.0%
Municipal	15	0.1%
Total Accounts	**18,072**	

TEST YEAR | WATER CONSUMPTION BY CUSTOMER CLASS

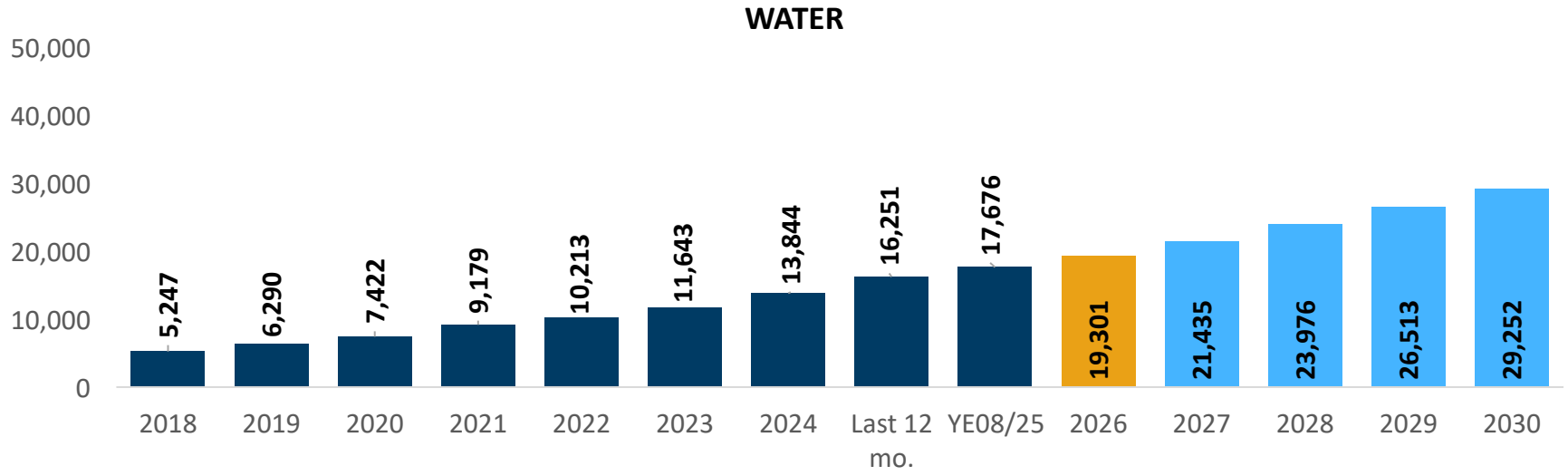


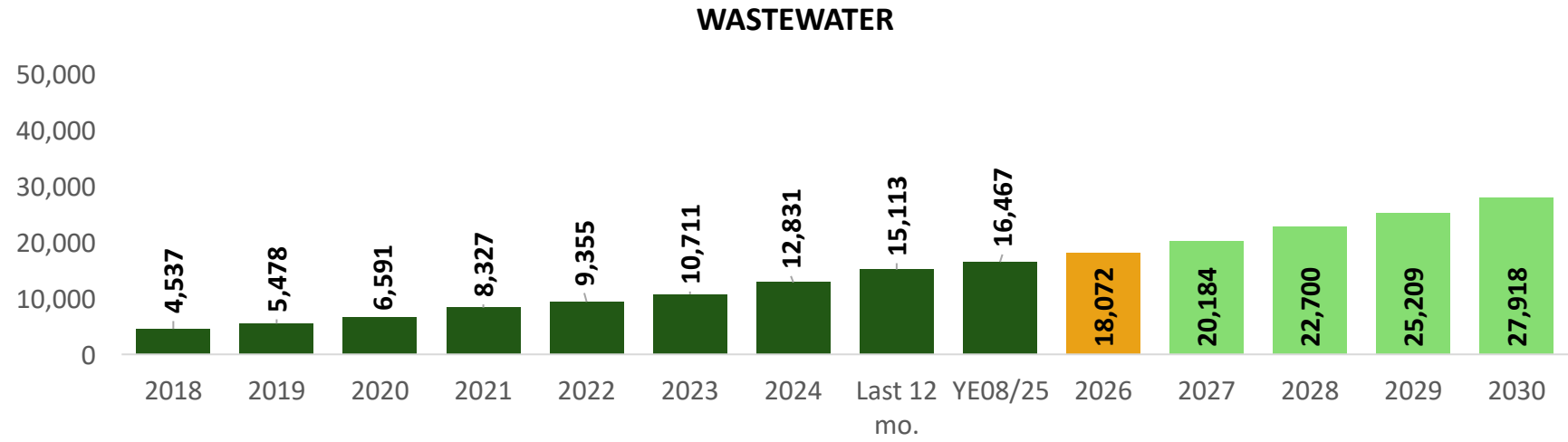
Inside City water use accounts for 99.9% of total water consumption

Average monthly residential use per account = 7,194 gallons

The project team is not forecasting any significant change to the consumption by class makeup

ACCOUNT FORECAST | WATER & WASTEWATER

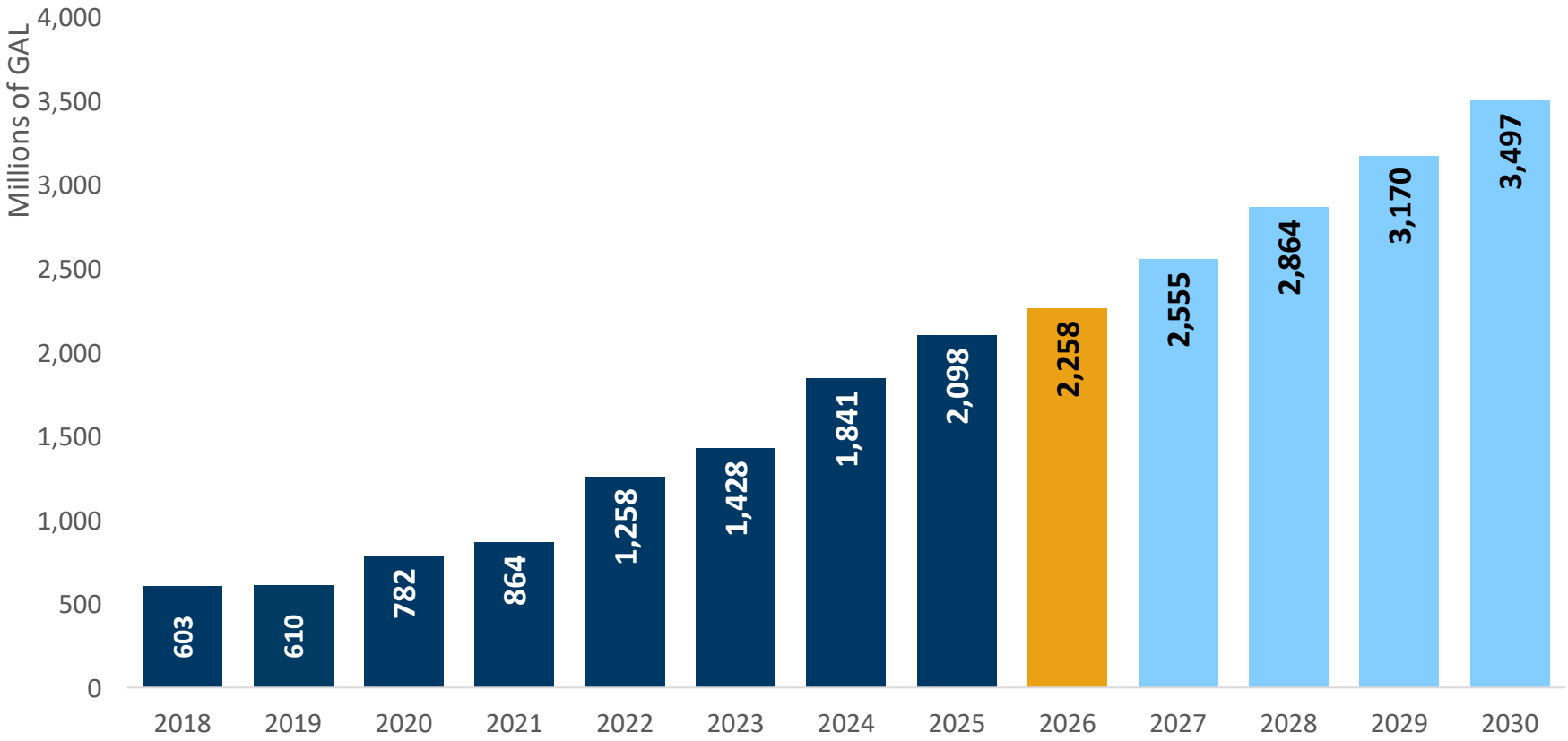




Project team estimates that on average 2,454 new water and 2,420 new wastewater accounts will be added each year to the system over the next decade.

This represents an average annual account growth of 9.1% for water and 9.4% for wastewater

BILLED VOLUME FORECAST | WATER

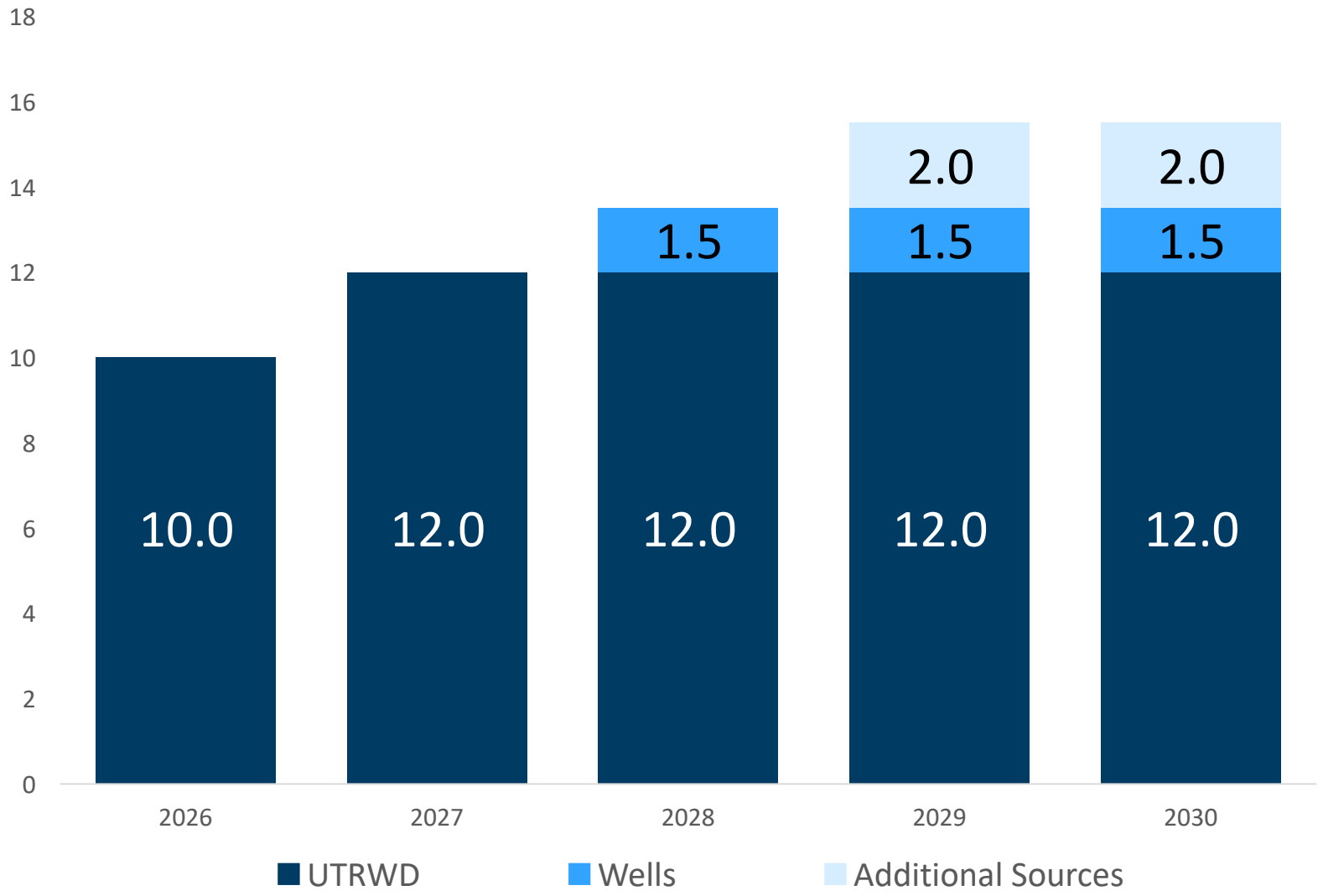


The project team forecasts that water consumption will increase at an average annual rate of 9.5%.

Volume forecast is adjusted for unrealized water sales due to conservation

Water usage varies considerably with weather patterns; the model is based on the overall trend. Annual results may vary significantly.

WATER SUPPLY FORECAST (MGD)



UTRWD Subscribed capacity is expected to increase by 2MGD in May 2027

New well water is expected to supply additional 1.5MGD starting in Fall 2027

Additional water supply of 2MGD is projected for FY2029-2030

WATER & WASTEWATER
CURRENT AND FORECAST COST OF SERVICE

RATE PLAN KEY ASSUMPTIONS | WATER & WASTEWATER

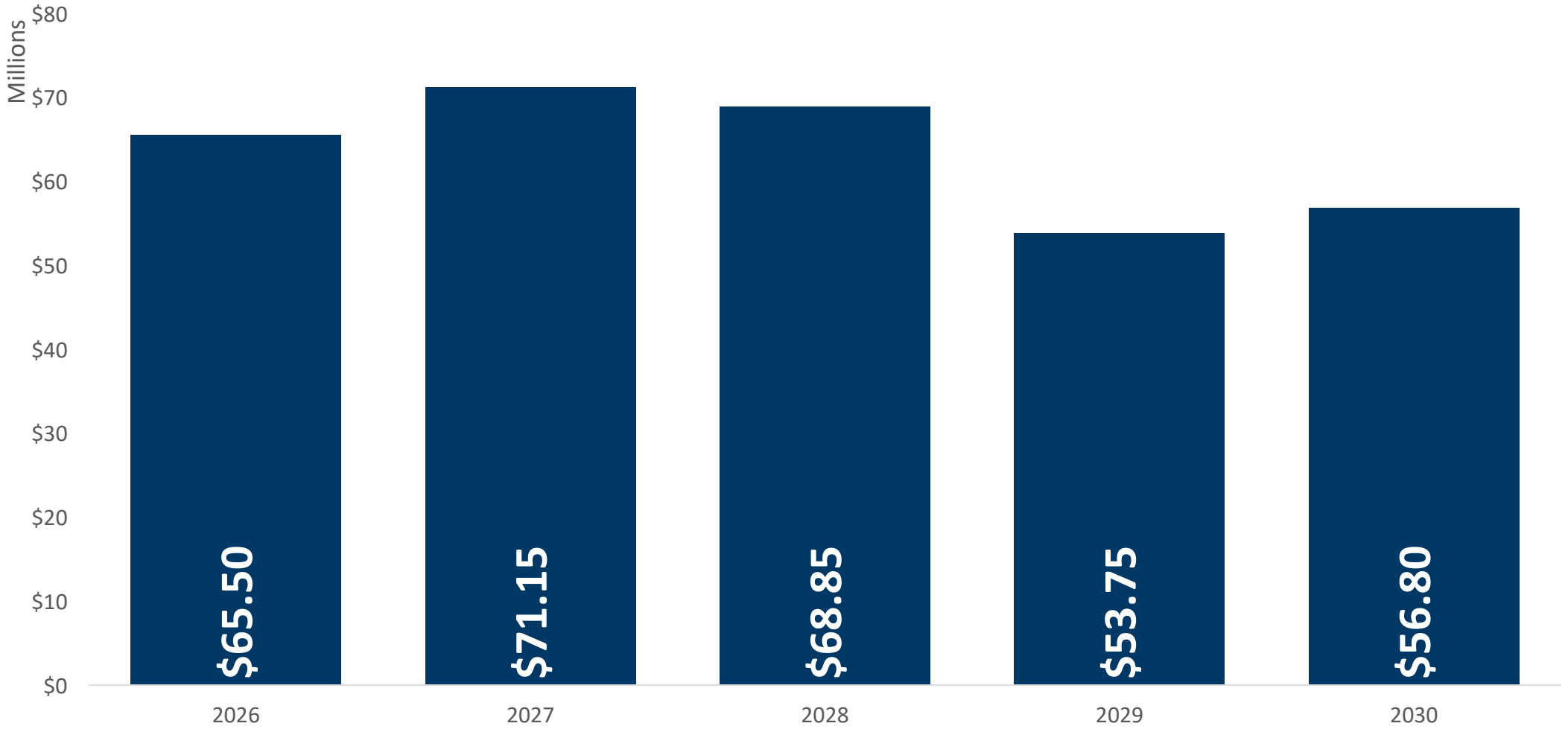
- Most personnel and operating expenses will increase 3% - 4% per year
- Certain expenses will increase with volume and customer growth (electricity, chemicals, health insurance)
- As the system continues to grow, the City will add additional FTEs to Water and Wastewater Operations and Utility Billing over the next 5 years
- Future Infrastructure Fee transfers are used for partial debt service payments
- 2026-2030 identified Water CIP are **$239.4 million** and WW CIP are **$144.8 million**. Total identified CIP: **$384.2 million**
- Willdan estimates that CIP funding will continue in FY2031 – FY2035 at +/- **$65 million** per year
- **$316.1M** in new debt will be issued to fund system improvements + **$57.9M** will be funded through impact fees and capital fees recovery funds **+ $10.2M** reimbursement from TX DOT

WATER & WASTEWATER CIP

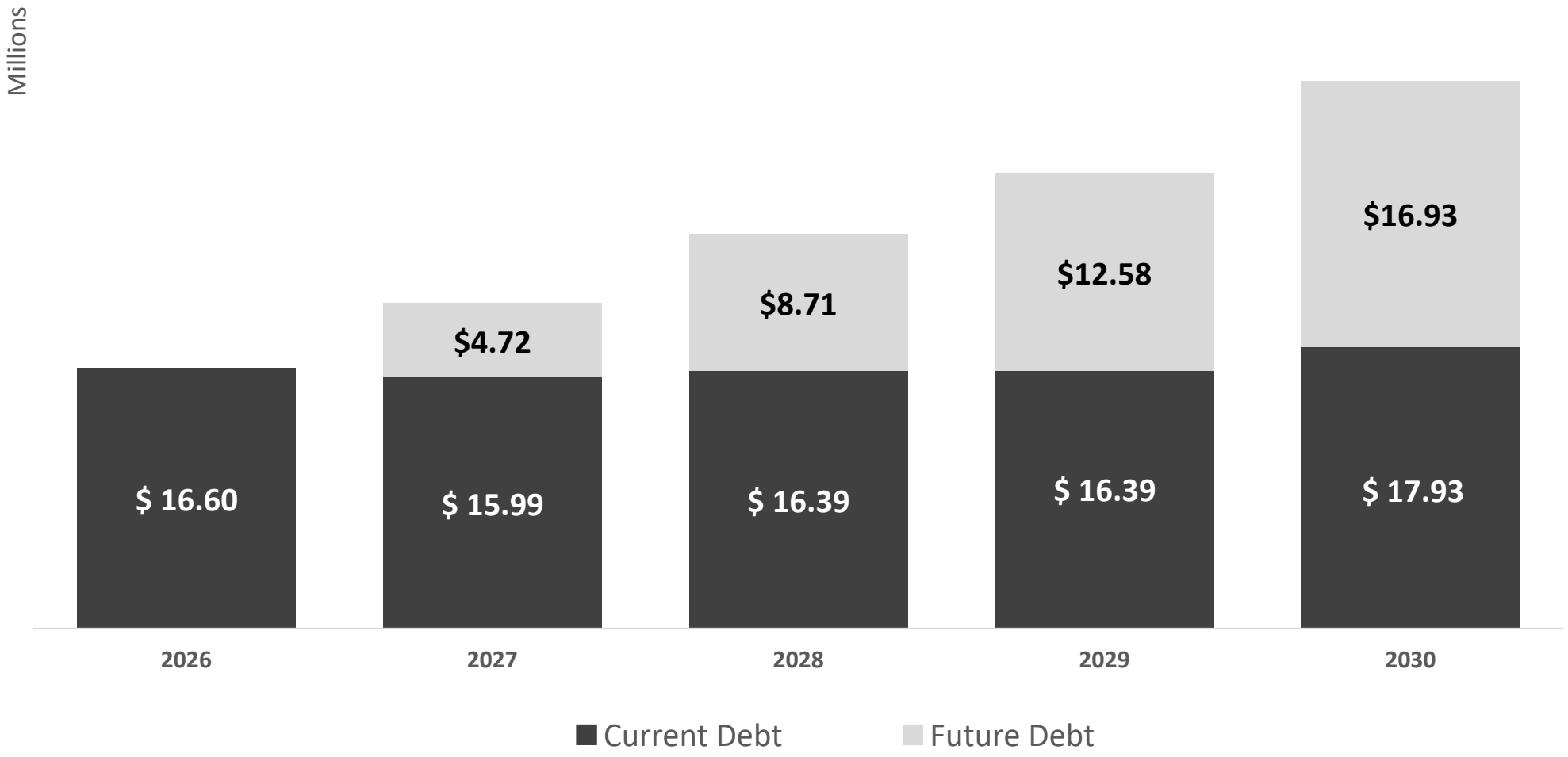
CAPITAL IMPROVEMENT PLAN 2026 - 2030	
WATER PROJECTS	
12-INCH WATER LINE ALONG DALLAS NORTH TOLLWAY	$ 2,700,000
18-INCH WATER LINE ON DOE BRANCH BOULEVARD	500,000
24-INCH WATER LINE ON GA MOORE PARKWAY FROM COIT TO CUSTER	5,692,940
24-INCH WATER LINE ON J FRED SMITH PARKWAY FROM PRESTON TO COIT	4,207,060
3.0 MGD LPP ELEVATED STORAGE TANK (UPTOWN)	17,400,000
36-INCH WATER LINE COIT ROAD (GLENDENNING TO SUNSET)	5,400,000
54-INCH WATER LINE ON DALLAS PKWY FROM CELINA PUMP STATION	11,350,000
54-INCH WATER LINE ON GLENDENNING PKWY FROM CELINA PUMP STATION	15,900,000
CCN ACQUISITION FROM MARILEE ROAD	8,000,000
CELINA ROAD & SE PUMP STATION WELLS	18,150,000
CELINA ROAD GROUND STORAGE TANK #2	16,000,000
CELINA ROAD PUMP STATION FROM 25 MGD TO 35 MGD	56,100,000
CHOATE PARKWAY - KINSHIP TO ROSELAND	1,254,000
DECOMMISSIONING OF DOWNTOWN PUMP STATION	1,000,000
DOWNTOWN WATER IMPROVEMENTS	4,000,000
FRONTIER PARKWAY WATER LINE - PRESTON HILLS CIRCLE TO COIT	3,016,125
HILLSIDE VILLAGE WATER UPSIZE	106,280
RAINWATER OVERSIZE	350,000
RAMBLE WATER OVERSIZE	6,000,000
RELOCATION OF 12" AND 36" WATERLINE ALONG FM 428	10,200,000
SE PUMP STATION & GROUND STORAGE TANK	36,000,000
GLENDENNING TRANSMISSION LINE	16,000,000
WATER CONSERVATION ORDINANCE REVIEW	75,000
Total Water Projects	**$ 239,401,405**

CAPITAL IMPROVEMENT PLAN 2026 - 2030	
WASTEWATER PROJECTS	
DOWNTOWN WWTP PHASE II	$ 50,800,000
LEGACY HILLS WASTEWATER TREATMENT PLANT	40,000,000
BUSINESS 289 GRAVITY SEWER UPGRADES	1,100,000
CAMBRIDGE CROSSING	322,000
CELINA NORTH OUTFALL GRAVITY SEWER UPGRADES	640,000
DOWNTOWN SEWER IMPROVEMENTS	4,000,000
DOWNTOWN SEWER UPGRADES - PERMANENT CITY HALL	4,000,000
FRONTIER LIFT STATION & FORCE MAIN UPGRADES	4,500,000
PARALLEL DOE BRANCH INTERCEPTOR - PARVIN TO LEGACY	22,500,000
PARALLEL DOE BRANCH INTERCEPTOR - LEGACY TO DALLAS PARKWAY	2,000,000
PARKS AT WILSON CREEK	4,000,000
PARKSIDE LIFT STATION IMPROVEMENTS	1,000,000
RAMBLE SEWER OVERSIZE	6,325,000
SERENADE MUD SEWER UPSIZE	2,026,562
UTILITY OVERSIZING	1,570,000
Total Wastewater Projects	**$ 144,783,562**
Total Water and Wastewater Projects	**$ 384,184,967**

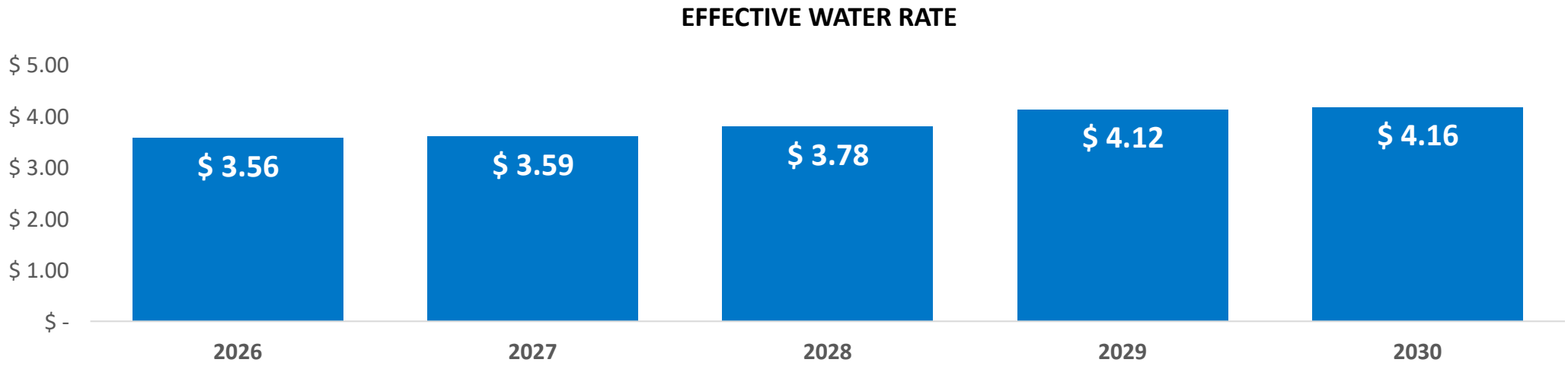
FORECAST FUTURE BOND ISSUES (2026 – 2030)



FORECAST DEBT SERVICE (2026 – 2030)



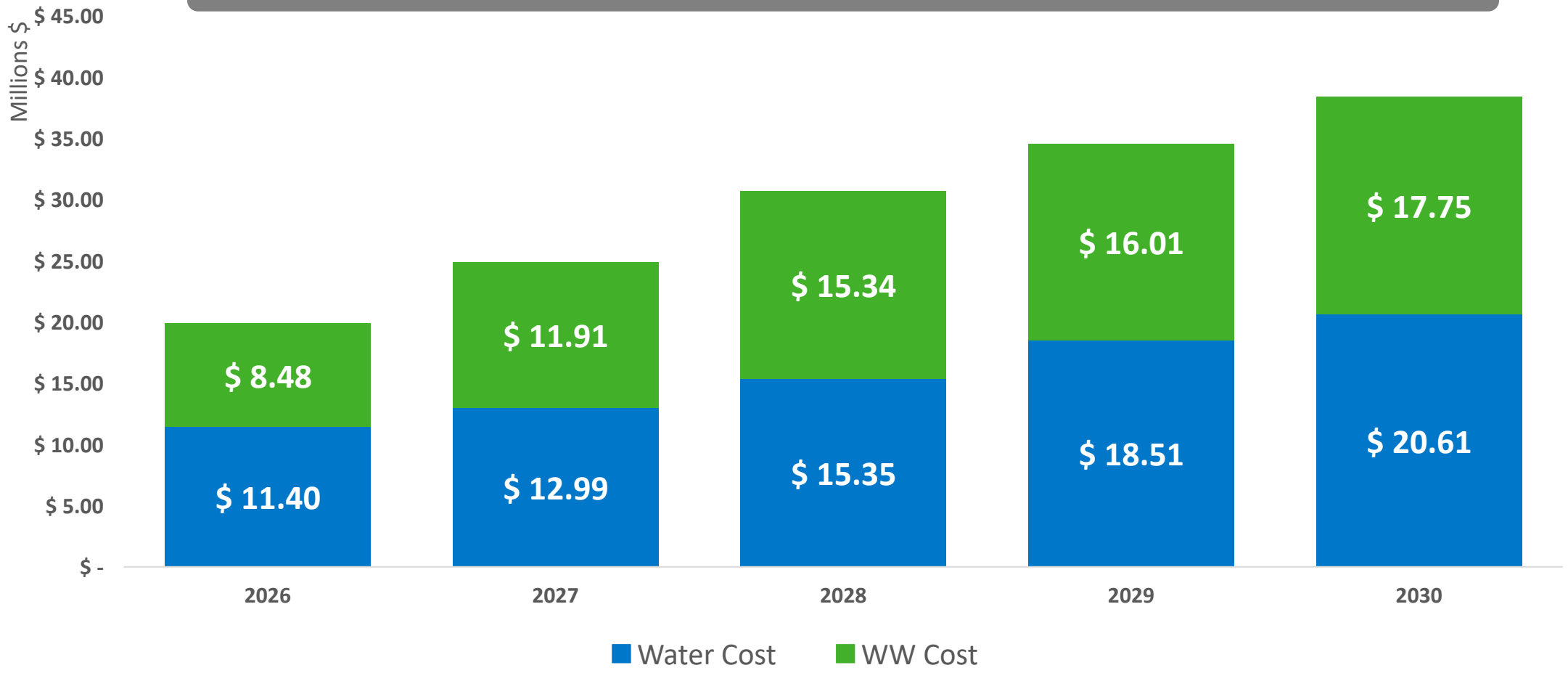
UPPER TRINITY EFFECTIVE RATES PER 1,000 GALLONS



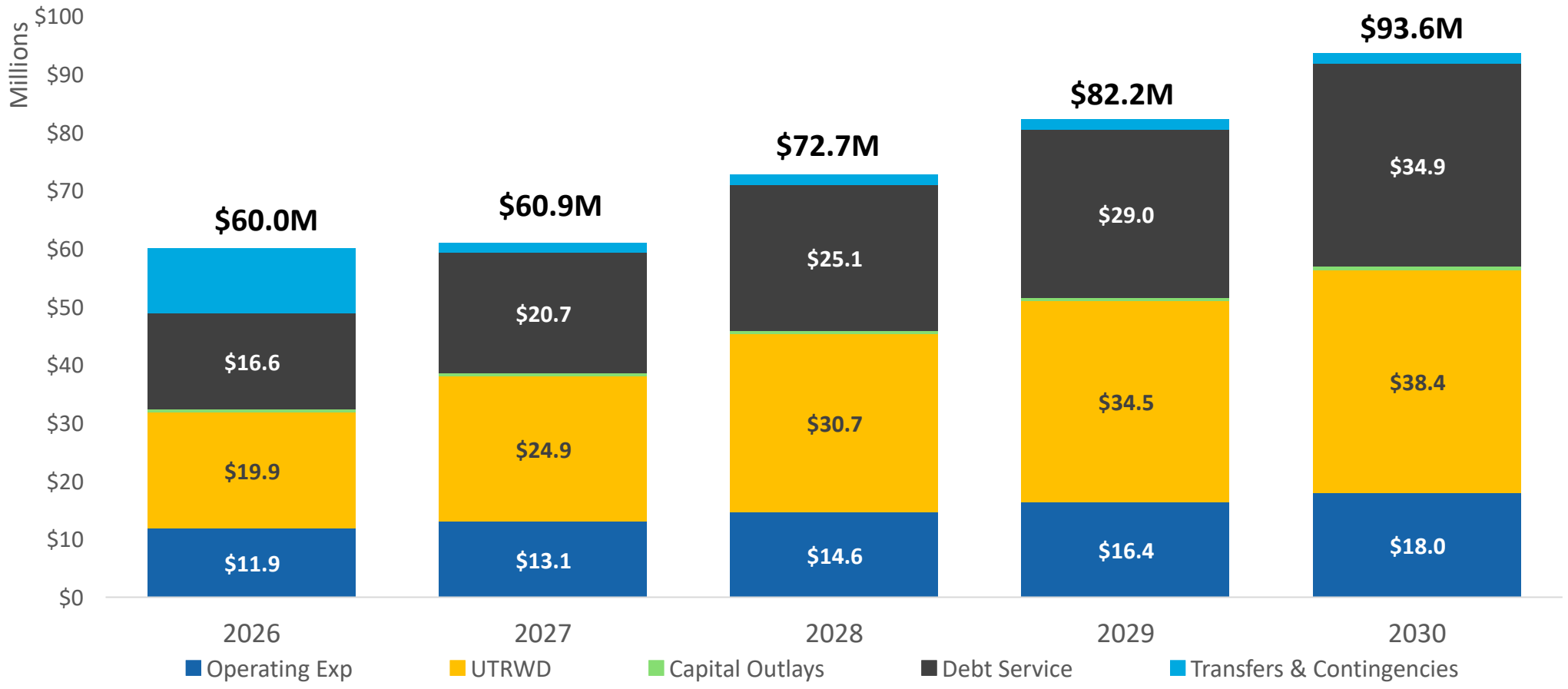


UPPER TRINITY WATER AND WW CITY COST FORECAST

Water Annual average cost increase for water = 15.6%
Annual average cost increase for WW (assuming Option B debt for Doe Branch Main Trunk) = 14.1%
Combined annual average cost increase = 15.0%



FORECAST COST OF SERVICE FOR CITY



5-year average annual COS increase rate = 11.7% per year



WATER & WASTEWATER
PROPOSED RATE PLAN

RATE PROPOSAL | OVERVIEW

Recommended rate adjustments for the next 5 years:

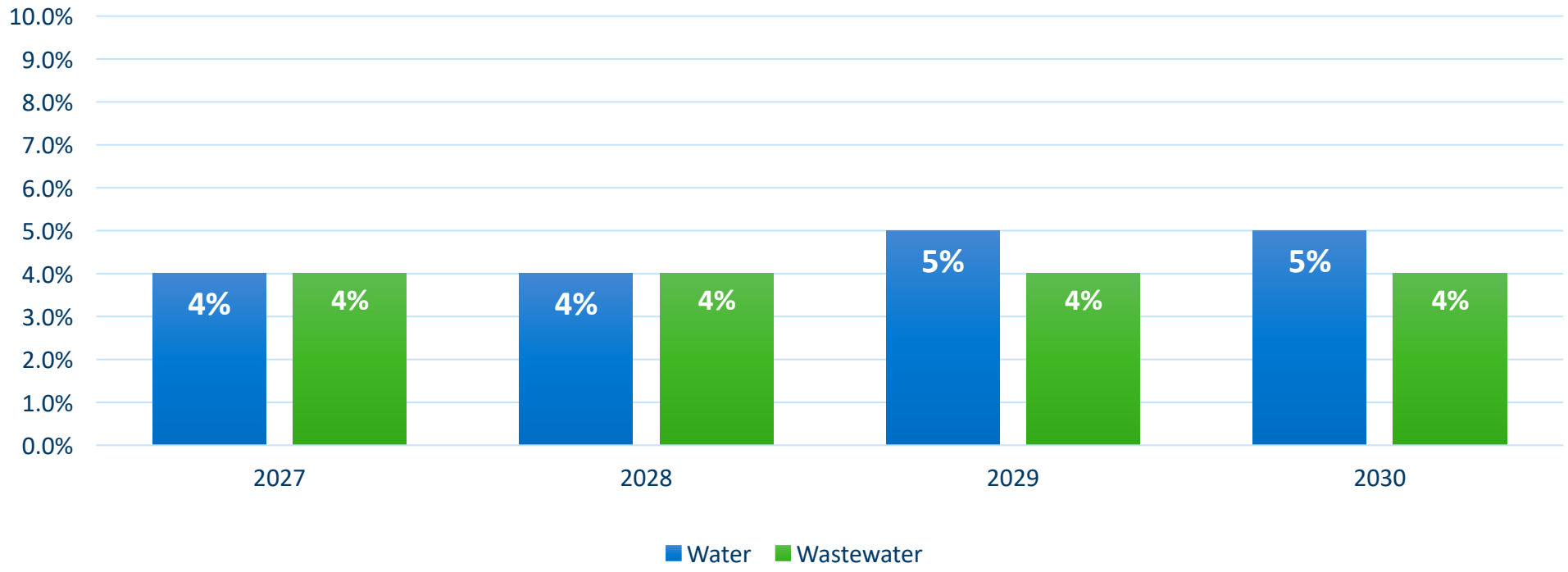
- Adjustments in April of each year 2027 -- 2030
- No change in fundamental water and wastewater rate structure, except rebalancing commercial sewer volume rate per 1,000 gal
- No rate adjustments are necessary until April 2027
- Uniform percentage adjustments for base and volume charges
- The proposal assumes annual transfers from the Future Infrastructure Fee fund for debt service payments helping to minimize rate adjustments

Rate scenarios are designed to support various levels of bond issues and different debt structures

Growth is continuing to partially absorb inflationary pressures on the system helping to minimize impact on ratepayers

It's recommended to review rates periodically making sure that revenues and CIP remain on target

PROPOSED RATE INCREASES | APRIL OF EACH YEAR



RECOMMENDED RATE PLAN | WATER

The rate plan fully funds all aspects of the water utility based on the existing market conditions and assumptions.

Rate Plan will also enable the City to provide $316.05M in aggregate funding for its capital improvements.

Outside city rates are 50% higher than inside city rates

SCENARIO | 2026 02 17 -- Debt A ($316.05M)

			Current	EFFECTIVE Apr-26	EFFECTIVE Apr-27	EFFECTIVE Apr-28	EFFECTIVE Apr-29	EFFECTIVE Apr-30
1	**MONTHLY RATES AND CHARGES | WATER**							
WI1	**Residential Inside**							
	Monthly Minimum Charge							
		3/4"	$ **24.56**	$ 24.56	$ 25.54	$ 26.56	$ 27.89	$ 29.29
		1"	**41.30**	41.30	42.95	44.67	46.90	49.25
		1 1/2"	**82.61**	82.61	85.91	89.35	93.82	98.51
		2"	**132.18**	132.18	137.47	142.97	150.11	157.62
	Volume Rate/1,000 Gal							
	2,001	10,000	$ **5.37**	$ 5.37	$ 5.58	$ 5.81	$ 6.10	$ 6.40
	10,001	20,000	**8.13**	8.13	8.46	8.79	9.23	9.69
	20,001	30,000	**9.57**	9.57	9.95	10.35	10.87	11.41
	30,001	Above	**13.81**	13.81	14.36	14.94	15.68	16.47
WI2	**Commercial Inside**							
	Monthly Minimum Charge							
		3/4"	$ **29.50**	$ 29.50	$ 30.68	$ 31.91	$ 33.50	$ 35.18
		1"	**51.63**	51.63	53.70	55.84	58.64	61.57
		1 1/2"	**103.27**	103.27	107.40	111.70	117.28	123.15
		2"	**165.22**	165.22	171.83	178.70	187.64	197.02
		3"	**247.83**	247.83	257.74	268.05	281.46	295.53
		4"	**413.05**	413.05	429.57	446.75	469.09	492.55
		6"	**843.13**	843.13	876.86	911.93	957.53	1,005.40
		8"	**1,636.58**	1,636.58	1,702.04	1,770.12	1,858.63	1,951.56
	Volume Rate/1,000 Gal							
	2,001	10,000	$ **5.37**	$ 5.37	$ 5.58	$ 5.81	$ 6.10	$ 6.40
	10,001	20,000	**8.13**	8.13	8.46	8.79	9.23	9.69
	20,001	30,000	**9.57**	9.57	9.95	10.35	10.87	11.41
	30,001	Above	**13.81**	13.81	14.36	14.94	15.68	16.47

RECOMMENDED RATE PLAN | WASTEWATER

The rate plan fully funds all aspects of the water utility based on the existing market conditions and assumptions.

Rate Plan will also enable the City to provide $316.05M in aggregate funding for its capital improvements.

Outside city rates are 50% higher than inside city rates

SCENARIO | 2026 02 17 -- Debt A ($316.05M)

2 MONTHLY RATES AND CHARGES | WASTEWATER

			Current	Apr-26	Apr-27	Apr-28	Apr-29	Apr-30
WWI1	**Residential Inside**							
	Monthly Minimum Charge							
		3/4"	**$ 25.54**	$ 25.54	$ 26.56	$ 27.62	$ 28.73	$ 29.88
		1"	**45.90**	45.90	47.74	49.65	51.63	53.70
		1 1/2"	**85.66**	85.66	89.09	92.65	96.36	100.21
		2"	**146.85**	146.85	152.72	158.83	165.19	171.79
	Volume Rate/1,000 Gal							
	-	5,000	**$ 6.37**	$ 6.37	$ 6.62	$ 6.89	$ 7.17	$ 7.45
	5,001	Above	**7.88**	7.88	8.20	8.52	8.86	9.22
WWI2	**Commercial Inside**							
	Monthly Minimum Charge							
		3/4"	**$ 30.59**	$ 30.59	$ 31.81	$ 33.09	$ 34.41	$ 35.79
		1"	**57.37**	57.37	59.66	62.05	64.53	67.11
		1 1/2"	**107.08**	107.08	111.36	115.82	120.45	125.27
		2"	**183.56**	183.56	190.90	198.54	206.48	214.74
		3"	**256.96**	256.96	267.24	277.93	289.05	300.61
		4"	**458.90**	458.90	477.26	496.35	516.20	536.85
		6"	**917.80**	917.80	954.51	992.69	1,032.40	1,073.70
		8"	**1,835.60**	1,835.60	1,909.02	1,985.38	2,064.80	2,147.39
	Volume Rate/1,000 Gal							
	2,001	Above	**$ 6.94**	$ 6.94	$ 7.47	$ 8.02	$ 8.59	$ 9.22

IMPACT ON MONTHLY BILLS

SCENARIO | 2026 02 17 -- Debt A ($316.05M)

5 RESIDENTIAL MONTHTLY CHARGES | WATER AND WASTEWATER COMBINED

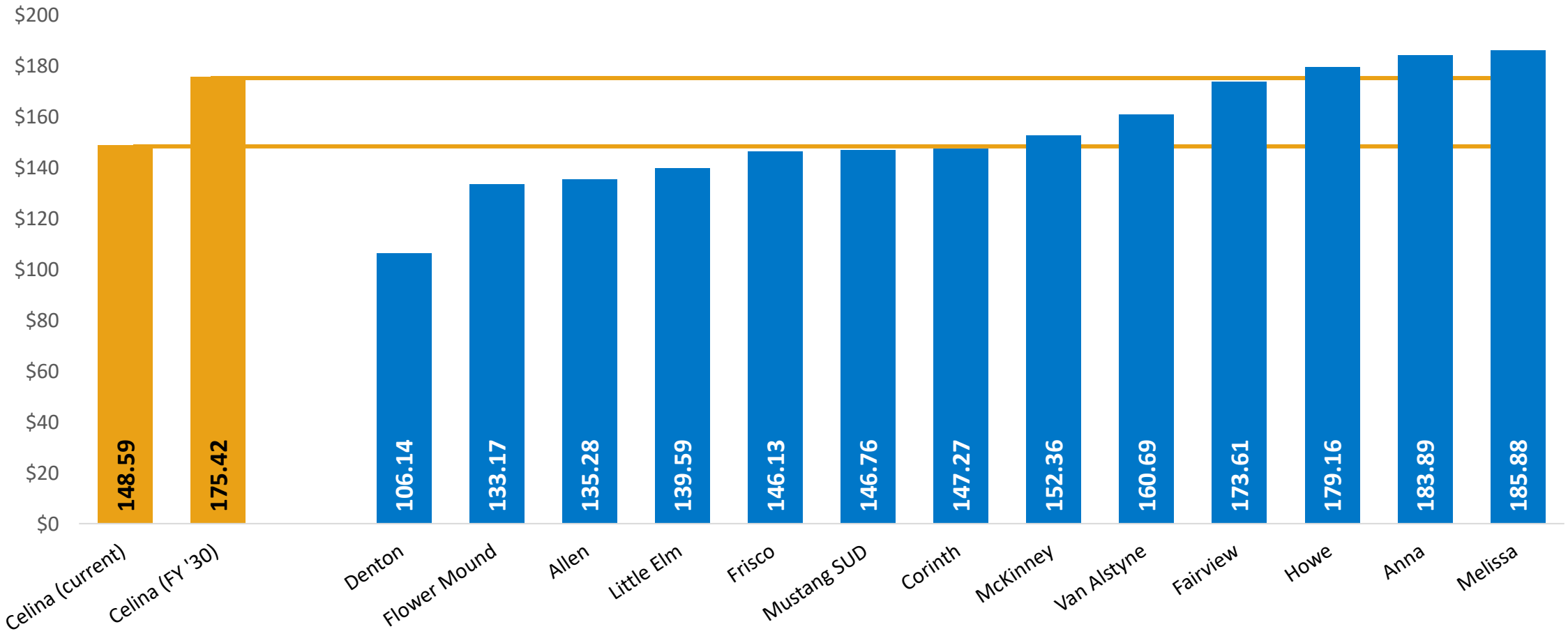
	Current	Apr-26	Apr-27	Apr-28	Apr-29	Apr-30
5kGal Water & 5kGal WW | 1" Meter						
Total	**$ 135.16**	$ 135.16	$ 140.57	$ 146.19	$ 152.66	$ 159.42
Dollar Inc		$ -	$ 5.41	$ 5.62	$ 6.47	$ 6.76
Percent Inc		*0.0%*	*4.0%*	*4.0%*	*4.4%*	*4.4%*
10kgal Water & 10kGal WW | 1" Meter						
Total	**$ 201.41**	$ 201.41	$ 209.47	$ 217.85	$ 227.47	$ 237.53
Dollar Inc		$ -	$ 8.06	$ 8.38	$ 9.63	$ 10.06
Percent Inc		*0.0%*	*4.0%*	*4.0%*	*4.4%*	*4.4%*

6 COMMERCIAL MONTHLY CHARGES | WATER AND WASTEWATER COMBINED

	Current	Apr-26	Apr-27	Apr-28	Apr-29	Apr-30
30kGal Water & 30kGal WW | 1 1/2" Meter						
Total -	**$ 624.63**	$ 624.63	$ 656.62	$ 689.88	$ 727.97	$ 768.83
Dollar Inc		$ -	$ 31.99	$ 33.26	$ 38.09	$ 40.86
Percent Inc		*0.0%*	*5.1%*	*5.1%*	*5.5%*	*5.6%*
60kGal Water & 60kGal WW | 1 1/2" Meter						
Total -	**$ 1,247.13**	$ 1,247.13	$ 1,311.52	$ 1,378.48	$ 1,456.09	$ 1,539.42
Dollar Inc		$ -	$ 64.39	$ 66.96	$ 77.62	$ 83.33
Percent Inc		*0.0%*	*5.2%*	*5.1%*	*5.6%*	*5.7%*

Note: Figures shown are rounded, which may result in slight variances for totals as shown.

FORECAST MONTHLY CHARGES* | FY 2030



***The forecast assumes 5/8 & 3/4" meters for other municipalities with 3% annual rate increase for slow-growing cities, and 5% annual rate increase for fast-growing cities**

PROJECTED CASH FLOW | 10-YEAR OUTLOOK

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

	Test Year 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
						ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE
Working Capital, Beginning of Year	**22,201,929**	**19,757,803**	**23,192,014**	**30,425,479**	**37,733,543**	**45,903,807**	**53,589,429**	**62,399,157**	**72,628,004**	**84,234,467**
Revenues										
Water Sales	25,297,858	29,066,390	33,926,454	39,223,428	45,417,944	52,391,501	60,619,052	70,526,745	81,038,447	91,414,750
Wastewater Sales	18,870,163	21,827,590	25,904,631	30,255,459	35,182,344	40,447,192	45,772,528	51,471,909	57,566,217	63,814,884
Water/Wastewater Connection Fees	8,620,000	8,620,000	10,264,176	10,243,491	11,062,605	11,072,187	10,272,364	10,284,355	10,297,788	10,312,851
Meter Revenue	1,248,000	1,248,000	1,248,000	1,248,000	1,248,000	1,248,000	1,248,000	1,248,000	1,248,000	1,248,000
Developer Revenue	750,000	775,000	-	-	-	-	-	-	-	-
Fines & Fees	285,400	285,400	285,400	285,400	285,400	285,400	285,400	285,400	285,400	285,400
Miscellaneous Revenue	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000
Interest Income	2,040,000	2,040,000	2,040,000	2,040,000	2,040,000	2,040,000	2,040,000	2,040,000	2,040,000	2,040,000
Other Intergovernmental/Grant	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
Other - Future Infrastructure Fund TXF	-	-	5,750,000	5,750,000	6,000,000	5,500,000	5,500,000	5,250,000	3,250,000	-
Total Revenues	**57,591,421**	**64,342,380**	**79,898,660**	**89,525,778**	**101,716,294**	**113,464,281**	**126,217,343**	**141,586,409**	**156,205,851**	**169,595,884**
Expenditures										
Water Department	18,105,188	20,468,021	23,696,806	27,953,084	31,066,614	35,784,793	40,343,515	45,362,588	50,883,781	56,952,236
Wastewater Department	7,585,710	8,551,885	9,900,449	11,451,668	12,974,031	14,477,963	16,068,559	18,483,674	20,450,376	22,591,171
Utility Billing	1,774,856	1,923,661	2,162,898	2,329,111	2,503,477	2,596,442	2,693,088	2,793,572	2,898,055	3,006,706
Debt Service City Issued	16,599,087	20,702,694	25,100,325	28,967,429	34,864,979	39,948,721	44,569,337	50,089,074	55,711,305	59,832,198
Debt Service UTRWD	4,798,503	7,556,830	10,068,063	9,747,463	10,335,963	11,142,338	11,876,588	12,743,288	12,740,938	12,747,600
Total Expenditures	**48,863,344**	**59,203,092**	**70,928,542**	**80,448,755**	**91,745,064**	**103,950,255**	**115,551,086**	**129,472,196**	**142,684,454**	**155,129,911**
Total available resources less expenditures	**30,930,006**	**24,897,091**	**32,162,132**	**39,502,503**	**47,704,772**	**55,417,832**	**64,255,686**	**74,513,370**	**86,149,401**	**98,700,441**
Other Financing Sources (Uses)										
Transfers Out	(11,172,203)	(1,705,078)	(1,736,653)	(1,768,960)	(1,800,966)	(1,828,402)	(1,856,529)	(1,885,366)	(1,914,934)	(1,945,254)
Total other financing sources (uses)	**(11,172,203)**	**(1,705,078)**	**(1,736,653)**	**(1,768,960)**	**(1,800,966)**	**(1,828,402)**	**(1,856,529)**	**(1,885,366)**	**(1,914,934)**	**(1,945,254)**
Total Cost of Service	**60,035,547**	**60,908,169**	**72,665,195**	**82,217,715**	**93,546,030**	**105,778,658**	**117,407,616**	**131,357,562**	**144,599,388**	**157,075,164**
Working Capital, End of Year	**19,757,803**	**23,192,014**	**30,425,479**	**37,733,543**	**45,903,807**	**53,589,429**	**62,399,157**	**72,628,004**	**84,234,467**	**96,755,187**



WILLDAN

QUESTIONS & DISCUSSION

Disclosure

Willdan Financial Services (“Willdan”) is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority. As part of its SEC registration Willdan is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Willdan. Pursuant to MSRB Rule G-42, Willdan is required to disclose any legal or disciplinary event that is material to Client's evaluation of Willdan or the integrity of its management or advisory personnel. Willdan has determined that no such event exists. Copies of Willdan’s filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at: https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for either Willdan Financial Services or for our CIK number which is 0001782739.

For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the municipality with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the municipality, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the municipality, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, unless formally engaged to provide such information.



CITY COUNCIL MEETING

2026 WATER - WASTEWATER RATE STUDY

Wildan Financial Services

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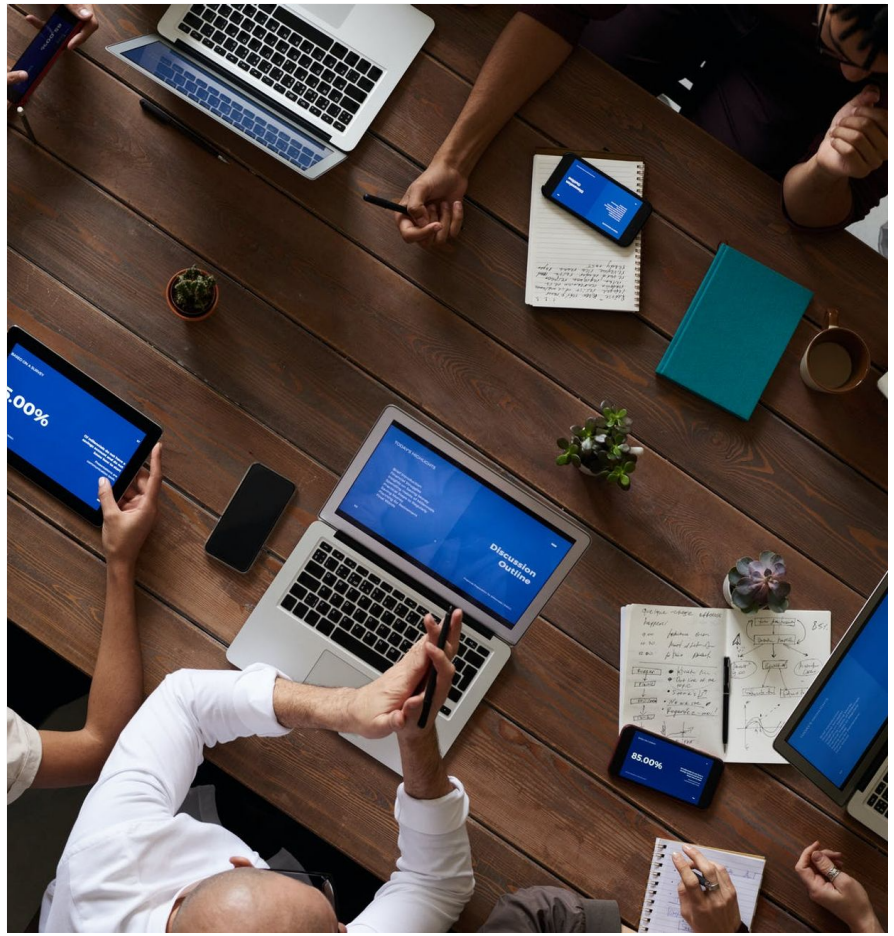

Rate Study Background



- In 2025, the City of Celina engaged Willdan Financial Services to conduct a water and wastewater rate study and long-term financial plan.
- The City was interested in developing a comprehensive rate plan for 2026 and beyond.
- The objective of this study is to develop a long-term rate plan that enables the City to recover sufficient funds to meet operating expenses, capital outlays, debt service, and coverage requirements, while minimizing the impact of adjustments on ratepayers.

CITY OF CELINA
TEXAS

2026 Water and Wastewater Rate Study







WILLDAN

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Acknowledgements & Disclosures

During this rate study, several City of Celina officials and employees expended considerable time and effort in assisting the project team. These include the Mayor Tubbs and the City Council, City Manager Robert Ranc, Assistant City Manager Karla Stovall, Assistant City Manager Kim Brawner, P.E., Finance Director Robin Bromiley, Budget Manager Daniel Galizia, and Public Works Director Andrew Figueroa. The project team owes a debt of gratitude to the hard work, dedication, and professionalism of these individuals, without whom this project would not have been successfully completed.

The project team has relied upon the extensive data supplied by the City of Celina. Thus, the integrity of the study is largely dependent upon the accuracy of this financial and customer data. The project team has made every effort to validate and confirm the information contained herein prior to the preparation of the final study documents; however, we cannot guarantee the reliability of data supplied to us by the City. This report presents no assurance or guarantee that the forecasts contained herein will be consistent with actual results or performances. These results represent forecasts based on a series of assumptions about future behavior and are not guarantees. Any changes in assumptions or actual events may result in significant revisions to the forecast and its conclusions. The cash flow projections and debt service coverage calculations are not intended to present overall financial positions, results of operations, and/or cash flows for the periods indicated, which is in conformity with guidelines for presentation of a forecast established by the American Institute of Certified Public Accountants.

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For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the municipality with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the municipality, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the municipality, in conjunction with

such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, unless formally engaged to provide such information.

Executive Summary

Background

In 2025, the City of Celina, Texas (the "City") engaged **Willdan Financial Services** to conduct a water and wastewater rate study and long-term financial plan. The City was interested in developing a comprehensive rate plan for 2026 and beyond. The objective of this study is to develop a long-term rate plan that enables the City to recover sufficient funds to meet operating expenses, capital outlays, debt service, and coverage requirements, while minimizing the impact of adjustments on ratepayers.

The City identified numerous objectives for this study, including but not limited to the following:

- A comprehensive analysis and evaluation of the water and wastewater systems' current cost of service and revenue requirements.
- A forecast of operating expenses over the next ten years, considering such factors as inflation, system growth, and increases in staffing levels.
- A review and analysis of the impact of forecast cost increases from Upper Trinity Regional Water District ("UTRWD"), the City's primary water and wastewater wholesale service provider, on the City's retail rates.
- A thorough review of the water and wastewater systems' known capital improvement needs and impact of those needs on the financial status of the utility.
- An estimate of current and forecast accounts, volumes, and billing units for the forecast period. This estimate includes an analysis of the rapid growth the system is expected to experience in the coming years.
- An analysis of a multi-year water and wastewater rate plan that will achieve the City's objectives while ensuring that the cost of service is fully recovered.
- A detailed analysis and comparison of the City's current and proposed rates to rates in other surrounding communities.

Water and Wastewater Rate Plan

Figures 1 and **2** present a summary of the water and wastewater rate plan proposed for Residential and Commercial customers for the City of Celina, respectively. The following is notable about this rate proposal:

- The project team recommends no changes to water and wastewater rates during FY2026.
- The project team forecasts that annual rate increases will be required beginning in April 2027. If adopted, this will be the first change to rates since June 2023.
- The fundamental water and wastewater rate structures will remain unchanged; except for a rebalancing of the commercial wastewater volume rate which is designed to better reflect the commercial wastewater cost of service.
- With the commercial wastewater volume rate exception, all other proposed adjustments will be applied uniformly on a percentage basis to both base charges and volumetric rates.
- The proposal assumes annual transfers from the Future Infrastructure Fee Fund to support debt service payments, thereby helping to moderate the magnitude of rate increases.

Figure 3 presents the impact on monthly charges for residential and commercial water and wastewater monthly charges of the rate proposal.

Figure 1

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

SCENARIO | 2026 02 17 -- Debt A ($316.05M)

			Current	EFFECTIVE Apr-26	EFFECTIVE Apr-27	EFFECTIVE Apr-28	EFFECTIVE Apr-29	EFFECTIVE Apr-30
1	**MONTHLY RATES AND CHARGES | WATER**							
WI1	**Residential Inside**							
	Monthly Minimum Charge							
		3/4"	$ 24.56	$ 24.56	$ 25.54	$ 26.56	$ 27.89	$ 29.29
		1"	41.30	41.30	42.95	44.67	46.90	49.25
		1 1/2"	82.61	82.61	85.91	89.35	93.82	98.51
		2"	132.18	132.18	137.47	142.97	150.11	157.62
	Volume Rate/1,000 Gal							
	2,001	10,000	$ 5.37	$ 5.37	$ 5.58	$ 5.81	$ 6.10	$ 6.40
	10,001	20,000	8.13	8.13	8.46	8.79	9.23	9.69
	20,001	30,000	9.57	9.57	9.95	10.35	10.87	11.41
	30,001	Above	13.81	13.81	14.36	14.94	15.68	16.47
WO1	**Residential Outside**							
	Monthly Minimum Charge							
		3/4"	$ 36.84	$ 36.84	$ 38.31	$ 39.85	$ 41.84	$ 43.93
		1"	61.95	61.95	64.43	67.01	70.36	73.87
		1 1/2"	123.92	123.92	128.88	134.03	140.73	147.77
		2"	198.27	198.27	206.20	214.45	225.17	236.43
	Volume Rate/1,000 Gal							
	2,001	10,000	$ 8.05	$ 8.05	$ 8.37	$ 8.71	$ 9.14	$ 9.60
	10,001	20,000	12.19	12.19	12.68	13.18	13.84	14.54
	20,001	30,000	14.35	14.35	14.92	15.52	16.30	17.11
	30,001	Above	20.72	20.72	21.55	22.41	23.53	24.71
WI2	**Commercial Inside**							
	Monthly Minimum Charge							
		3/4"	$ 29.50	$ 29.50	$ 30.68	$ 31.91	$ 33.50	$ 35.18
		1"	51.63	51.63	53.70	55.84	58.64	61.57
		1 1/2"	103.27	103.27	107.40	111.70	117.28	123.15
		2"	165.22	165.22	171.83	178.70	187.64	197.02
		3"	247.83	247.83	257.74	268.05	281.46	295.53
		4"	413.05	413.05	429.57	446.75	469.09	492.55
		6"	843.13	843.13	876.86	911.93	957.53	1,005.40
		8"	1,636.58	1,636.58	1,702.04	1,770.12	1,858.63	1,951.56
	Volume Rate/1,000 Gal							
	2,001	10,000	$ 5.37	$ 5.37	$ 5.58	$ 5.81	$ 6.10	$ 6.40
	10,001	20,000	8.13	8.13	8.46	8.79	9.23	9.69
	20,001	30,000	9.57	9.57	9.95	10.35	10.87	11.41
	30,001	Above	13.81	13.81	14.36	14.94	15.68	16.47
WO2	**Commercial Outside**							
	Monthly Minimum Charge							
		3/4"	$ 44.25	$ 44.25	$ 46.02	$ 47.86	$ 50.25	$ 52.77
		1"	77.45	77.45	80.55	83.77	87.96	92.36
		1 1/2"	154.90	154.90	161.10	167.54	175.92	184.71
		2"	247.84	247.84	257.75	268.06	281.47	295.54
		3"	371.74	371.74	386.61	402.07	422.18	443.29
		4"	619.58	619.58	644.36	670.14	703.64	738.83
		6"	-	-	1,315.28	1,367.89	1,436.29	1,508.10
		8"	-	-	2,553.06	2,655.19	2,787.95	2,927.34
	Volume Rate/1,000 Gal							
	2,001	10,000	$ 8.05	$ 8.05	$ 8.37	$ 8.71	$ 9.14	$ 9.60
	10,001	20,000	12.19	12.19	12.68	13.18	13.84	14.54
	20,001	30,000	14.35	14.35	14.92	15.52	16.30	17.11
	30,001	Above	20.72	20.72	21.55	22.41	23.53	24.71

Figure 2

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

SCENARIO | 2026 02 17 -- Debt A ($316.05M)

2 MONTHLY RATES AND CHARGES | WASTEWATER

			Current	Apr-26	Apr-27	Apr-28	Apr-29	Apr-30
WWI1	**Residential Inside**							
	Monthly Minimum Charge							
		3/4"	$ **25.54**	$ 25.54	$ 26.56	$ 27.62	$ 28.73	$ 29.88
		1"	**45.90**	45.90	47.74	49.65	51.63	53.70
		1 1/2"	**85.66**	85.66	89.09	92.65	96.36	100.21
		2"	**146.85**	146.85	152.72	158.83	165.19	171.79
	Volume Rate/1,000 Gal							
	-	5,000	$ **6.37**	$ 6.37	$ 6.62	$ 6.89	$ 7.17	$ 7.45
	5,001	Above	**7.88**	7.88	8.20	8.52	8.86	9.22
WWO1	**Residential Outside**							
	Monthly Minimum Charge							
		3/4"	$ **38.32**	$ 38.32	$ 39.85	$ 41.45	$ 43.10	$ 44.83
		1"	**68.84**	68.84	71.59	74.46	77.44	80.53
		1 1/2"	**128.49**	128.49	133.63	138.97	144.53	150.32
		2"	**220.27**	220.27	229.08	238.24	247.77	257.68
	Volume Rate/1,000 Gal							
	-	5,000	$ **9.55**	$ 9.55	$ 9.93	$ 10.33	$ 10.74	$ 11.17
	5,001	Above	**11.82**	11.82	12.29	12.78	13.30	13.83
WWI2	**Commercial Inside**							
	Monthly Minimum Charge							
		3/4"	$ **30.59**	$ 30.59	$ 31.81	$ 33.09	$ 34.41	$ 35.79
		1"	**57.37**	57.37	59.66	62.05	64.53	67.11
		1 1/2"	**107.08**	107.08	111.36	115.82	120.45	125.27
		2"	**183.56**	183.56	190.90	198.54	206.48	214.74
		3"	**256.96**	256.96	267.24	277.93	289.05	300.61
		4"	**458.90**	458.90	477.26	496.35	516.20	536.85
		6"	**917.80**	917.80	954.51	992.69	1,032.40	1,073.70
		8"	**1,835.60**	1,835.60	1,909.02	1,985.38	2,064.80	2,147.39
	Volume Rate/1,000 Gal							
	2,001	Above	$ **6.94**	$ 6.94	$ 7.47	$ 8.02	$ 8.59	$ 9.22
WWO2	**Commercial Outside**							
	Monthly Minimum Charge							
		3/4"	$ **45.89**	$ 45.89	$ 47.73	$ 49.63	$ 51.62	$ 53.68
		1"	**86.06**	86.06	89.50	93.08	96.81	100.68
		1 1/2"	**160.63**	160.63	167.06	173.74	180.69	187.91
		2"	**275.34**	275.34	286.35	297.81	309.72	322.11
		3"	**-**	-	400.86	416.89	433.57	450.91
		4"	**688.36**	688.36	715.89	744.53	774.31	805.28
		6"	**-**	-	1,431.77	1,489.04	1,548.60	1,610.54
		8"	**-**	-	2,863.54	2,978.08	3,097.20	3,221.09
	Volume Rate/1,000 Gal							
	2,001	Above	$ **10.41**	$ 10.41	$ 11.20	$ 12.02	$ 12.88	$ 13.83

Figure 3

		Current	Apr-26	Apr-27	Apr-28	Apr-29	Apr-30
5	**RESIDENTIAL MONTHTLY CHARGES | WATER AND WASTEWATER COMBINED**						
	5kGal Water & 5kGal WW | 1" Meter						
	Total	**$ 135.16**	$ 135.16	$ 140.57	$ 146.19	$ 152.66	$ 159.42
	Dollar Inc		$ -	$ 5.41	$ 5.62	$ 6.47	$ 6.76
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*4.4%*	*4.4%*
	10kgal Water & 10kGal WW | 1" Meter						
	Total	**$ 201.41**	$ 201.41	$ 209.47	$ 217.85	$ 227.47	$ 237.53
	Dollar Inc		$ -	$ 8.06	$ 8.38	$ 9.63	$ 10.06
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*4.4%*	*4.4%*
	20kGal Water & 12kGal WW I 1" Meter						
	Total	**$ 298.47**	$ 298.47	$ 310.41	$ 322.83	$ 337.53	$ 352.91
	Dollar Inc		$ -	$ 11.94	$ 12.42	$ 14.70	$ 15.38
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*4.6%*	*4.6%*
	30kGal Water & 12kGal WW | 1" Meter						
	Total	**$ 394.17**	$ 394.17	$ 409.94	$ 426.33	$ 446.21	$ 467.03
	Dollar Inc		$ -	$ 15.77	$ 16.40	$ 19.88	$ 20.82
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*4.7%*	*4.7%*
6	**COMMERCIAL MONTHLY CHARGES | WATER AND WASTEWATER COMBINED**						
	30kGal Water & 30kGal WW | 1 1/2" Meter						
	Total -	**$ 624.63**	$ 624.63	$ 656.62	$ 689.88	$ 727.97	$ 768.83
	Dollar Inc		$ -	$ 31.99	$ 33.26	$ 38.09	$ 40.86
	Percent Inc		*0.0%*	*5.1%*	*5.1%*	*5.5%*	*5.6%*
	60kGal Water & 60kGal WW | 1 1/2" Meter						
	Total -	**$ 1,247.13**	$ 1,247.13	$ 1,311.52	$ 1,378.48	$ 1,456.09	$ 1,539.42
	Dollar Inc		$ -	$ 64.39	$ 66.96	$ 77.62	$ 83.33
	Percent Inc		*0.0%*	*5.2%*	*5.1%*	*5.6%*	*5.7%*

Note: Figures shown are rounded, which may result in slight variances for totals as shown.

Water and Wastewater Rate Comparison

Figures 4 and 5 compare the City's monthly water and wastewater charges to nearby cities and water systems in Texas. Since the City predominantly installs 1" meters for residential service and most other communities install ¾" meters for residential water use, the figures show a comparison with both meter sizes. Volumes of 7,500 gallons for water and 5,000 gallons for wastewater were used for the residential comparison as it represents typical usage levels for an average household in Celina.

The rate data is based on published rates and ordinances posted by each municipality on their website. These rates do not include sales tax, activation, or other charges beyond the basic minimum and volume charges.

The following points are notable:

- Celina's charges for customers with ¾" residential meters are among the lowest compared to the nearby cities.
- Celina's charges for customers with 1" meters are above the sample average. Considering that the comparison is between other cities' ¾" charges and Celina's 1" charges, one must also consider that Celina's level of service for 1" meters is higher than the ¾" standard among the comparison communities.
- Many cities and utilities do not assess rates that recover the full cost of service, choosing instead to subsidize their water and wastewater utilities with other revenues or to defer needed repairs

and maintenance, often at the expense of system reliability, integrity, and long-term financial sustainability.

Figure 4

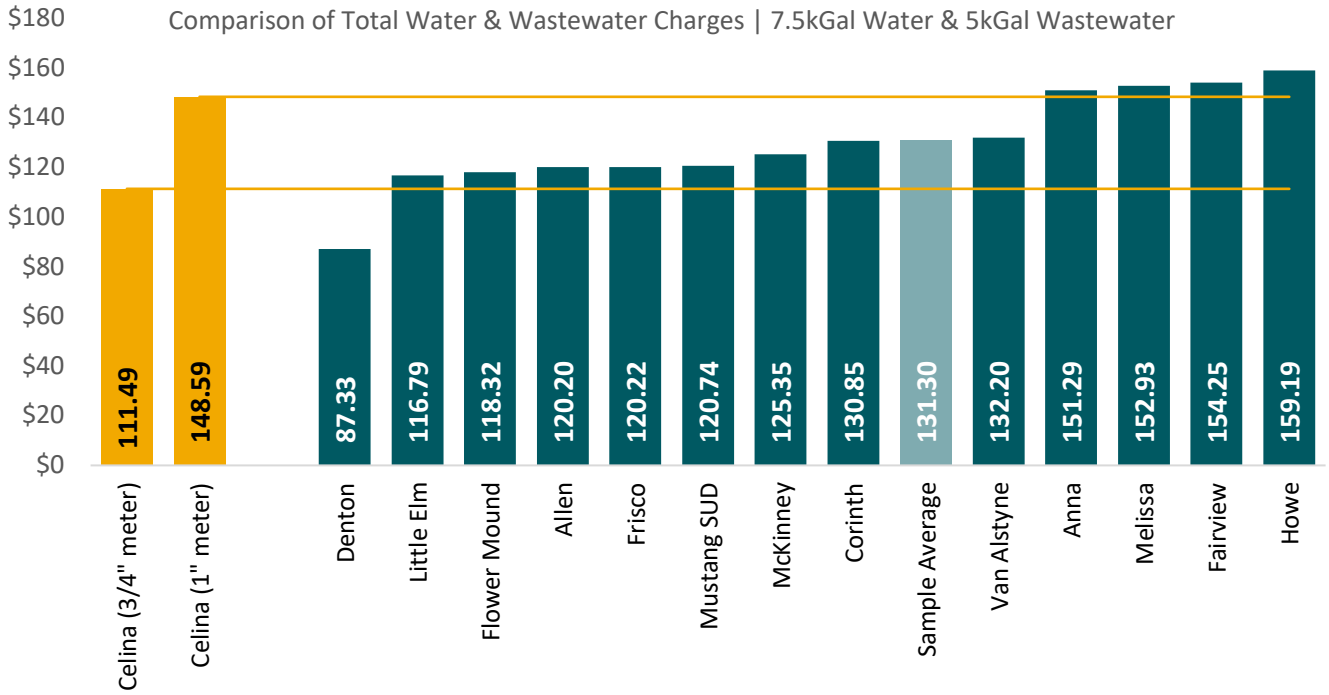


Figure 5

MONTHLY RESIDENTIAL CHARGES | 7.5KGAL WATER & 5KGAL WW	Water	Wastewater	Total
Celina - 3/4" Meter	**$ 54.10**	**$ 57.39**	**$ 111.49**
Celina - 1" Meter	**$ 70.84**	**$ 77.75**	**$ 148.59**
5/8" & 3/4" Meters			
Denton	$ 46.34	$ 40.99	$ 87.33
Little Elm	$ 71.93	$ 44.86	$ 116.79
Flower Mound	$ 75.79	$ 42.53	$ 118.32
Allen	$ 59.40	$ 60.80	$ 120.20
Frisco	$ 57.71	$ 62.52	$ 120.23
Mustang SUD	$ 61.56	$ 59.18	$ 120.74
McKinney	$ 58.25	$ 67.10	$ 125.35
Corinth	$ 71.13	$ 59.72	$ 130.85
Van Alstyne	$ 74.04	$ 58.16	$ 132.20
Anna	$ 81.19	$ 70.10	$ 151.29
Melissa	$ 77.71	$ 75.22	$ 152.93
Fairview	$ 67.37	$ 86.88	$ 154.25
Howe	$ 91.34	$ 67.85	$ 159.19
Sample Average	**$ 68.90**	**$ 62.40**	**$ 131.30**

Source: Cities' Website | Rates as of February 2026

Water and Wastewater Customers and Usage

Figures 6 and 7 present total historical and forecast water and wastewater accounts for the City, respectively. For each of the historical years, the average number of accounts for the year is shown and the growth reflects the difference from one fiscal year end to the next. The forecast projects that total water accounts will increase from 19,301 in the 2026 test year to 42,213 by FY 2035, representing an average annual growth rate of approximately 9.1 percent. Similarly, total wastewater accounts are projected to grow from 18,072 in TY 2026 to 40,663 by FY 2035.

Figure 6

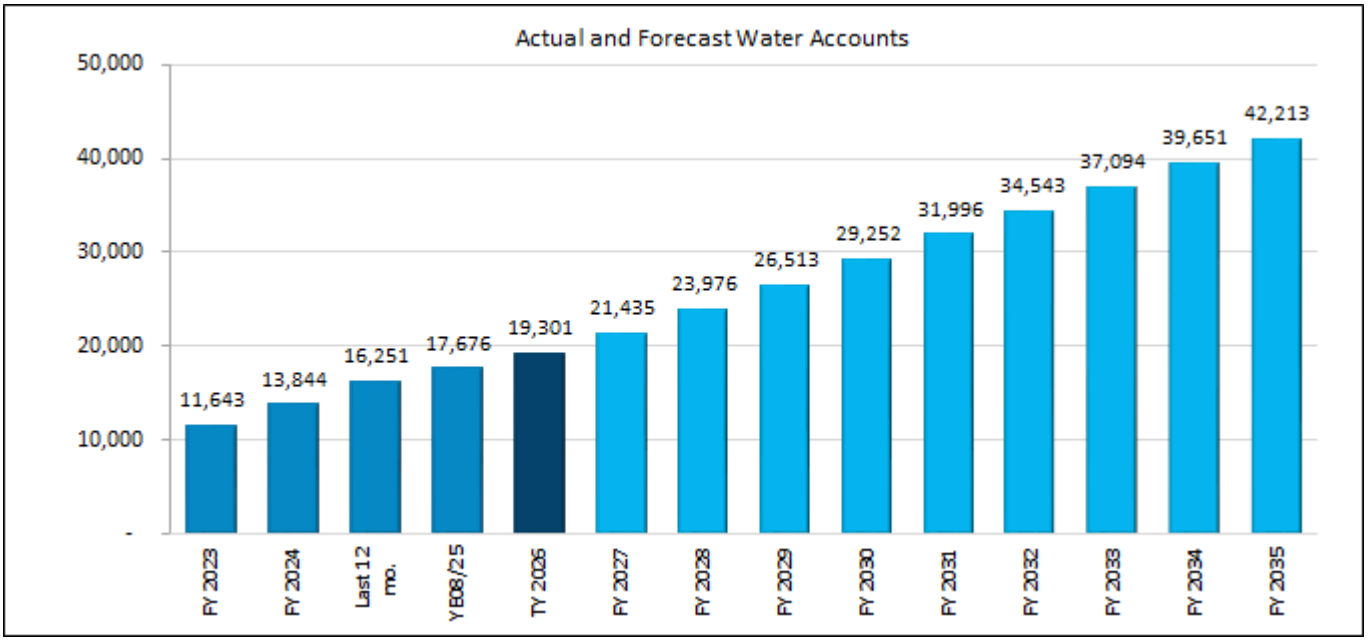


Figure 7

FORECAST TOTAL CUSTOMERS

WASTEWATER Customer Classes

Fiscal Year	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Municipal	Total
WASTEWATER Total Customers						
FY 2023	10,366	1	332	1	11	**10,711**
FY 2024	12,398	1	418	-	14	**12,831**
Last 12mo.	14,616	1	483	-	13	**15,113**
YE 08/25	15,935	1	517	-	14	**16,467**
TY 2026	17,435	1	621	-	15	**18,072**
FY 2027	19,435	1	732	-	16	**20,184**
FY 2028	21,835	1	847	-	17	**22,700**
FY 2029	24,235	1	955	-	18	**25,209**
FY 2030	26,835	1	1,063	-	19	**27,918**
FY 2031	29,435	1	1,171	-	20	**30,627**
FY 2032	31,835	1	1,279	-	21	**33,136**
FY 2033	34,235	1	1,387	-	22	**35,645**
FY 2034	36,635	1	1,495	-	23	**38,154**
FY 2035	39,035	1	1,603	-	24	**40,663**
WASTEWATER Annual New Customers						
FY 2024	2,032	-	86	(1)	3	**2,120**
Last 12mo.	2,218	-	65	-	(1)	**2,282**
YE 08/25	1,319	-	34	-	1	**1,354**
TY 2026	1,500	-	104	-	1	**1,605**
FY 2027	2,000	-	111	-	1	**2,112**
FY 2028	2,400	-	115	-	1	**2,516**
FY 2029	2,400	-	108	-	1	**2,509**
FY 2030	2,600	-	108	-	1	**2,709**
FY 2031	2,600	-	108	-	1	**2,709**
FY 2032	2,400	-	108	-	1	**2,509**
FY 2033	2,400	-	108	-	1	**2,509**
FY 2034	2,400	-	108	-	1	**2,509**
FY 2035	2,400	-	108	-	1	**2,509**

Figures 8 and 9 present total historical and forecast water and wastewater usage for the City, respectively.

Figure 8

FORECAST BILLED CONSUMPTION WATER Customer Classes		Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Municipal	Fire Hydrant Inside	Fire Hydrant Outside	Total
WATER Historical Volume									
FY	**2023**	1,120,137,475	3,655,700	219,986,600	7,600	17,605,700	66,985,000	-	**1,428,378,075**
FY	**2024**	1,337,468,602	1,985,000	320,903,111	15,500	52,151,100	128,603,541	-	**1,841,126,854**
FY	**2025**	1,432,590,200	1,730,600	464,939,500	3,300	64,067,650	133,843,000	459,000	**2,097,633,250**
WATER Forecast Volume									
TY	**2026**	1,517,860,424	1,730,600	521,034,289	3,300	71,786,644	145,381,190	550,800	**2,258,347,247**
FY	**2027**	1,715,519,951	1,730,600	598,307,824	3,300	80,435,637	157,914,051	660,960	**2,554,572,322**
FY	**2028**	1,920,409,121	1,730,600	679,597,124	3,300	90,126,678	171,527,331	793,152	**2,864,187,306**
FY	**2029**	2,125,298,292	1,730,600	755,093,868	3,300	100,985,314	186,314,170	951,782	**3,170,377,326**
FY	**2030**	2,347,261,560	1,730,600	831,747,251	3,300	113,152,219	202,375,736	1,142,139	**3,497,412,805**
FY	**2031**	2,569,224,828	1,730,600	909,468,554	3,300	126,785,016	219,821,921	1,370,567	**3,828,404,786**
FY	**2032**	2,774,113,998	1,730,600	988,181,698	3,300	142,060,320	238,772,086	1,644,680	**4,146,506,682**
FY	**2033**	2,979,003,169	1,730,600	1,067,820,723	3,300	159,176,021	259,355,887	1,973,616	**4,469,063,316**
FY	**2034**	3,183,892,339	1,730,600	1,148,327,895	3,300	178,353,855	281,714,153	2,368,339	**4,796,390,481**
FY	**2035**	3,388,781,510	1,730,600	1,229,652,258	3,300	199,842,271	305,999,855	2,842,007	**5,128,851,802**

Figure 9

FORECAST BILLED CONSUMPTION WASTEWATER Customer Classes		Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Municipal	Total
WATER Historical Volume							
FY	2025	1,129,788,000	75,600	186,896,600	157,900	-	**1,316,918,100**
WASTEWATER Forecast Volume							
TY	2026	1,129,788,000	75,600	224,492,821	-	-	**1,354,356,421**
FY	2027	1,259,388,000	75,600	283,214,754	-	-	**1,542,678,354**
FY	2028	1,414,908,000	75,600	346,304,072	-	-	**1,761,287,672**
FY	2029	1,570,428,000	75,600	405,337,064	-	-	**1,975,840,664**
FY	2030	1,738,908,000	75,600	466,052,387	-	-	**2,205,035,987**
FY	2031	1,907,388,000	75,600	528,279,116	-	-	**2,435,742,716**
FY	2032	2,062,908,000	75,600	591,877,856	-	-	**2,654,861,456**
FY	2033	2,218,428,000	75,600	656,732,753	-	-	**2,875,236,353**
FY	2034	2,373,948,000	75,600	722,745,995	-	-	**3,096,769,595**
FY	2035	2,529,468,000	75,600	789,833,903	-	-	**3,319,377,503**

Net Revenue Requirement

Figure 10 presents the test year and ten-year forecast for the City's net revenue requirement to be raised from rates for the water and wastewater utility for the test year 2026 and forecast period. The water and wastewater net revenue requirement is expected to increase from **$46,612,147** in TY 2026 to **$142,708,913** in FY 2035.

Details behind these calculations can be found in the rate model contained in **Appendix A**. This forecast is based on the following set of assumptions:

- Most operating costs are expected to increase around the rate of inflation.
- Certain expenses will increase at above-inflation rates, to reflect the rapid rate of increase in these costs. These expenses are workers' compensation, chemicals, fuel, equipment, and insurance.
- Many other operating expenses are expected to increase significantly due to the rapid growth in accounts. Growth impacts such volume-related expenses as chemicals, electricity, gasoline, etc.
- UTRWD's increasing costs and the need for $316.5 million in new debt to fund the CIP projects are driving the need to create a new long-term rate plan.
- The forecast includes an annual transfer to the General Fund for General and Administrative services. These transfers are forecast to increase at the inflation rate plus the annual account growth rate.

Figure 10

CURRENT AND FORECAST NET REVENUE REQUIREMENT

	Operating Expenses	+ Capital Outlays	+ Debt Service	+ Transfers & Contingencies	= Total Cost of Service	- Less Non-Rate Revenues	= Net Revenue Requirement
WATER Revenue Requirement							
2026	$ 18,795,847	$ 225,952	$ 9,843,259	$ 6,658,018	**$ 35,523,076**	$ 9,085,213	**26,437,863**
2027	21,228,751	232,731	12,756,046	946,991	**35,164,518**	9,097,713	**26,066,805**
2028	24,574,106	239,712	15,083,628	963,596	**40,861,042**	12,693,783	**28,167,260**
2029	28,909,031	246,904	18,825,027	980,569	**48,961,531**	12,682,378	**36,279,153**
2030	32,105,204	254,311	22,172,909	997,285	**55,529,709**	13,361,341	**42,168,368**
2031	36,863,765	261,940	24,885,846	1,011,168	**63,022,719**	13,120,923	**49,901,796**
2032	41,464,541	269,799	28,228,991	1,025,388	**70,988,719**	12,586,251	**58,402,468**
2033	46,527,415	277,892	31,624,954	1,039,954	**79,470,215**	12,473,242	**66,996,973**
2034	52,094,230	286,229	34,982,034	1,054,875	**88,417,368**	11,486,675	**76,930,693**
2035	58,210,210	294,816	37,520,567	1,070,163	**97,095,757**	9,876,738	**87,219,018**
WASTEWATER Revenue Requirement							
2026	12,963,458	279,000	6,755,828	4,514,185	**24,512,471**	4,338,187	**20,174,284**
2027	16,751,546	287,370	7,946,648	758,087	**25,743,651**	4,350,687	**21,392,964**
2028	20,718,407	295,991	10,016,697	773,057	**31,804,153**	7,373,793	**24,430,360**
2029	22,020,519	304,871	10,142,402	788,391	**33,256,184**	7,364,513	**25,891,671**
2030	24,206,552	314,017	12,692,070	803,681	**38,016,321**	7,754,664	**30,261,657**
2031	26,552,392	323,437	15,062,875	817,234	**42,755,939**	7,504,664	**35,251,274**
2032	28,914,269	333,141	16,340,346	831,141	**46,418,897**	7,239,513	**39,179,384**
2033	32,234,680	343,135	18,464,120	845,413	**51,887,348**	7,114,513	**44,772,835**
2034	34,239,261	353,429	20,729,272	860,059	**56,182,020**	6,114,513	**50,067,507**
2035	36,428,655	364,032	22,311,631	875,090	**59,979,408**	4,489,513	**55,489,895**
TOTAL Revenue Requirement							
2026	31,759,305	504,952	16,599,087	11,172,203	**60,035,547**	13,423,400	**46,612,147**
2027	37,980,297	520,101	20,702,694	1,705,078	**60,908,169**	13,448,400	**47,459,769**
2028	45,292,513	535,704	25,100,325	1,736,653	**72,665,195**	20,067,576	**52,597,619**
2029	50,929,551	551,775	28,967,429	1,768,960	**82,217,715**	20,046,891	**62,170,824**
2030	56,311,757	568,328	34,864,979	1,800,966	**93,546,030**	21,116,005	**72,430,024**
2031	63,416,157	585,378	39,948,721	1,828,402	**105,778,658**	20,625,587	**85,153,070**
2032	70,378,810	602,939	44,569,337	1,856,529	**117,407,616**	19,825,764	**97,581,852**
2033	78,762,095	621,027	50,089,074	1,885,366	**131,357,562**	19,587,755	**111,769,808**
2034	86,333,491	639,658	55,711,305	1,914,934	**144,599,388**	17,601,188	**126,998,201**
2035	94,638,865	658,848	59,832,198	1,945,254	**157,075,164**	14,366,251	**142,708,913**

Note: Figures shown are rounded, which may result in slight variances for totals as shown.

SECTION I | INTRODUCTION & DEMOGRAPHIC PROFILE

Background



In 2025, the City of Celina, Texas (the "City") engaged **Willdan Financial Services** to conduct a water and wastewater rate study and long-term financial plan. The City was interested in developing a comprehensive rate plan for 2026 and beyond. The objective of this study is to develop a long-term rate plan that enables the City to recover sufficient funds to meet operating expenses, capital outlays, debt service, and coverage requirements, while minimizing the impact of adjustments on ratepayers.

The City identified numerous objectives for this study, including but not limited to the following:

- A comprehensive analysis and evaluation of the water and wastewater systems' current cost of service and revenue requirements.
- A forecast of operating expenses over the next ten years, considering such factors as inflation, system growth, and increases in staffing levels.
- A review and analysis of the impact of forecast cost increases from Upper Trinity Regional Water District ("UTRWD"), the City's primary water and wastewater wholesale service provider, on the City's retail rates.
- A thorough review of the water and wastewater systems' known capital improvement needs and impact of those needs on the financial status of the utility.
- An estimate of current and forecast accounts, volumes, and billing units for the forecast period. This estimate includes an analysis of the rapid growth the system is expected to experience in the coming years.
- An analysis of a multi-year water and wastewater rate plan that will achieve the City's objectives while ensuring that the cost of service is fully recovered.
- A detailed analysis and comparison of the City's current and proposed rates to rates in other surrounding communities.

Report Organization

This report is organized into the following sections:

Section I | Introduction and Demographic Profile

Section I outlines the background, objectives, and scope of this rate study and long-term financial plan. It also presents the City's current rate structure and a community profile of the City of Celina. This includes a comparison of the City's water and wastewater charges with other nearby Texas cities.

Section II | Water and Wastewater Test Year and Forecast Volumes
Section II analyzes the City's customer base, total accounts, and current volumes of treated water and wastewater. This section presents totals for the current year and a forecast ten years into the future.

Section III | Water and Wastewater Test Year and Forecast Revenue Requirement
The third section outlines the process of analyzing the City's current water and wastewater utility cost structure. The total current or "test year" revenue requirements are developed, and costs are functionalized between treatment, distribution/collection, administration, and customer billing. Using the test year as a basis, costs are forecast for a ten-year period.

Section IV | Water and Wastewater Rate Design
Section IV presents the rate recommendations for the City of Celina. The plan will allow for the City to recover its full cost of service, while minimizing cost increases for rate payers. This section also presents an analysis of the impact of each rate plan on residential and commercial customers.

Appendix A
The Appendix provides a snapshot of the interactive Microsoft Excel spreadsheet model summary developed for the City of Celina to calculate water and wastewater current and future revenue requirements. The model automatically generates all calculations based on a set of defined user inputs and has an executive dashboard for users to develop real-time "what-if" scenarios.

City Overview



The City of Celina, Texas is located approximately 40 miles north of Dallas. The City has seen unprecedented growth over the past twenty years, and this explosive growth is expected to continue well into the next decade. The City currently encompasses approximately 51.9 square miles and has an estimated 2026 population of more than 74,000 in its service area. The City is situated in both Collin and Denton Counties.

The City of Celina has a Council-Manager form of government in which the elected Mayor and City Council Members establish policy. Those policies are then implemented by the City Manager who is appointed by, and reports to, the City Council. The Celina City Council consists of six Council Members and the Mayor. All Council Members and the Mayor are elected at large. The City Manager operates in much the same manner as a Chief Executive Officer of a corporation. The City Manager's Office is responsible for the day-to-day administration of Celina's city government, including managing the City's budget, departments, and operations, and communicating with residents and employees.

Water and Wastewater Current Rates

Figure 11 summarizes the City of Celina's current water and wastewater rate structure.

Figure 11

CURRENT WATER AND WASTEWATER RATES

Water Rates

Residential Water Rates

Minimum Charge by Meter Size	¾"	$	24.56
(Includes 2,000 Gallons in Base)	1"		41.30
	1 1/2"		82.61
	2"		132.18

Volume Rate (per 1,000 Gallons)

2,001	10,000	$	5.37
10,001	20,000		8.13
20,001	30,000		9.57
30,001	Above		13.81

Commercial Water Rates

Minimum Charge by Meter Size	¾"	$	29.50
(Includes 2,000 Gallons in Base)	1"		51.63
	1 1/2"		103.27
	2"		165.22
	3"		247.83
	4"		413.05
	6"		843.13
	8"		1,636.58

Volume Rate (per 1,000 Gallons)

2,001	10,000	$	5.37
10,001	20,000		8.13
20,001	30,000		9.57
30,001	Above		13.81

Outside Residential Rates

Minimum Charge by Meter Size	¾"	$	36.84
(Includes 2,000 Gallons in Base)	1"		61.95
	1 1/2"		123.92
	2"		198.27

Volume Rate (per 1,000 Gallons)

2,001	10,000	$	8.05
10,001	20,000		12.19
20,001	30,000		14.35
30,001	Above		20.72

Outside Commercial Rates

Minimum Charge by Meter Size	¾"	$	44.25
(Includes 2,000 Gallons in Base)	1"		77.45
	1 1/2"		154.90
	2"		247.84
	3"		371.74
	4"		619.58

Volume Rate (per 1,000 Gallons)

2,001	10,000	$	8.05
10,001	20,000		12.19
20,001	30,000		14.35
30,001	Above		20.72

Wastewater Rates

Residential Wastewater Rates

Minimum Charge	¾"	$	25.54
	1"		45.90
	1 1/2"		85.66
	2"		146.85

Volume Rate (per 1,000 Gallons)

-	5,000	$	6.37
5,001	Above		7.88

** Winter Averaging is used to calculate residential volumes*

Commercial Wastewater Rates

Minimum Charge by Meter Siz	¾"	$	30.59
(Includes 2,000 Gallons in Base)	1"		57.37
	1 1/2"		107.08
	2"		183.56
	3"		256.96
	4"		458.90
	6"		917.80
	8"		1,835.60

Volume Rate (per 1,000 Gallons)

2,001	Above	$	6.94

Outside Residential Rates

Minimum Charge	¾"	$	38.32
	1"		68.84
	1 1/2"		128.49
	2"		220.27

Volume Rate (per 1,000 Gallons)

-	5,000	$	9.55
5,001	Above		11.82

** Winter Averaging is used to calculate residential volumes*

Outside Commercial Rates

Minimum Charge by Meter Siz	¾"	$	45.89
(Includes 2,000 Gallons in Base)	1"		86.06
	1 1/2"		160.63
	2"		275.34
	4"		688.36

Volume Rate (per 1,000 Gallons)

2,001	Above	$	10.41

Water accounts served by the City of Celina are generally classified as Residential, Commercial, and Outside City Residential and Commercial. Other specialized customer classes also exist for Fire Hydrant and municipal use; however, most accounts fall into one of the first four classes. This report focuses primarily on the Residential and Commercial customer classes and details on all customer classes are found in Appendix A.

The water rate structure includes a minimum base charge determined by meter size for each customer class. The base charge includes a 2,000-gallon usage allowance for all customer classes. Water consumption above 2,000 gallons is billed using a four-tier inclining block rate structure, with rates applied per 1,000 gallons. The amount of volume allocated within each tier are consistent for all customers; however, outside city customers are assessed with higher volumetric rates per 1,000 gallons used.

Like water service, wastewater accounts served by the City of Celina are classified as Residential, Commercial, Outside City Residential, and Outside City Commercial. All wastewater accounts are also assessed with a minimum base charge determined by meter size. Usage for both inside and outside residential customer classes is billed using a two-tier inclining block rate structure and Winter Averaging billing method. The minimum base charge for both inside and outside commercial wastewater accounts includes 2,000 gallons of usage, however all metered water consumption above 2,000 gallons is billed at a uniform rate per 1,000 gallons. Both Residential Outside and Commercial Outside customers are charged a premium over inside-city rates to reflect the additional costs and risks associated with serving customers outside of the City limits.

Water and Wastewater Rate Comparison

Figures 12 and 13 compare the City's monthly water and wastewater charges to nearby cities and water systems in Texas. Since the City predominantly installs 1" meters for residential service and most other communities install ¾" meters for residential water use, the figures show a comparison with both meter sizes. Volumes of 7,500 gallons for water and 5,000 gallons for wastewater were used for the residential comparison as it represents typical usage levels for an average household in Celina.

The rate data is based on published rates and ordinances posted by each municipality on their website. These rates do not include sales tax, activation, or other charges beyond the basic minimum and volume charges.

The following points are notable:

- Celina's charges for customers with ¾" residential meters are among the lowest compared to the nearby cities.
- Celina's charges for customers with 1" meters are above the sample average. Considering that the comparison is between other cities' ¾" charges and Celina's 1" charges, one must also consider that Celina's level of service for 1" meters is higher than the ¾" standard among the comparison communities.
- Many cities and utilities do not assess rates that recover the full cost of service, choosing instead to subsidize their water and wastewater utilities with other revenues or to defer needed repairs

and maintenance, often at the expense of system reliability, integrity, and long-term financial sustainability.

Figure 12

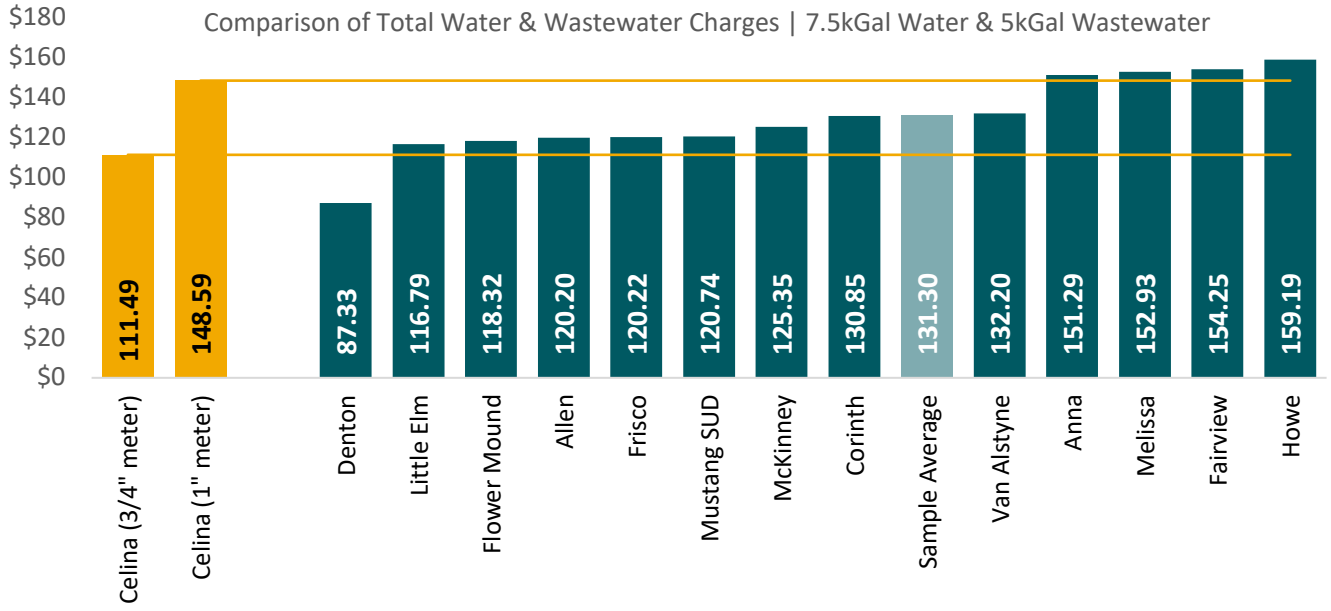


Figure 13

MONTHLY RESIDENTIAL CHARGES | 7.5KGAL WATER & 5KGAL WW	Water	Wastewater	Total
Celina - 3/4" Meter	**$ 54.10**	**$ 57.39**	**$ 111.49**
Celina - 1" Meter	**$ 70.84**	**$ 77.75**	**$ 148.59**
5/8" & 3/4" Meters			
Denton	$ 46.34	$ 40.99	$ 87.33
Little Elm	$ 71.93	$ 44.86	$ 116.79
Flower Mound	$ 75.79	$ 42.53	$ 118.32
Allen	$ 59.40	$ 60.80	$ 120.20
Frisco	$ 57.71	$ 62.52	$ 120.23
Mustang SUD	$ 61.56	$ 59.18	$ 120.74
McKinney	$ 58.25	$ 67.10	$ 125.35
Corinth	$ 71.13	$ 59.72	$ 130.85
Van Alstyne	$ 74.04	$ 58.16	$ 132.20
Anna	$ 81.19	$ 70.10	$ 151.29
Melissa	$ 77.71	$ 75.22	$ 152.93
Fairview	$ 67.37	$ 86.88	$ 154.25
Howe	$ 91.34	$ 67.85	$ 159.19
Sample Average	**$ 68.90**	**$ 62.40**	**$ 131.30**

Source: Cities' Website | Rates as of February 2026

SECTION II | WATER & WASTEWATER VOLUMES

To develop an accurate forecast of future revenues and expenses, it is necessary to examine current water and wastewater utility conditions. The first step in developing cost of service rates is to analyze patterns of usage, both for the entire system, and for specified customer classes.

For the City of Celina, monthly water and wastewater records were reviewed for the period of May 2023 through August 2025. These records provided summary information on the monthly water volumes distributed system wide as well as the number of accounts for each period by defined customer class and the associated revenues. Additionally, these records provided the monthly number of accounts and revenues for all classifications of wastewater customers.

According to standard utility ratemaking methodology, to allocate revenue requirements equitably among system users, customers must be classified into relatively homogeneous groups with similar usage characteristics or service demands. Costs are then allocated to the customer classes in proportion to the usage characteristics of each class. For the water system, costs are typically allocated to customers based on their average and peak water demands. For the wastewater system, costs are allocated to customers based on their estimated wastewater flows, and in some cases, based on wastewater strengths.

After thoroughly examining volume and customer data, the project team made no revisions to the City's existing customer classifications. The project team finds these customer class distinctions to be reasonable and appropriate, meeting the criteria of homogenous groups with similar usage patterns.

In this section, the City's functional customer classes and test year usage patterns will be thoroughly analyzed. A ten-year projection of customers and usage will also be presented. These forecasts, along with the revenue requirements, will form the basis of the proposed rate designs.

Water and Wastewater Customers and Accounts

Figures 14 (tabular) and 15 (graphical) present total historical and forecast water accounts for the City. For each of the historical years, the average number of accounts for the year is shown and the growth reflects the difference from one fiscal year end to the next. The forecast projects that the test year 2026 total of 19,301 water accounts will increase to 42,213 total water accounts by FY 2035, an annual average growth of 9.1%.

The charts further reveal that residential accounts inside the City limits represent the largest water customer class, at 18,095 accounts in the test year 2026.

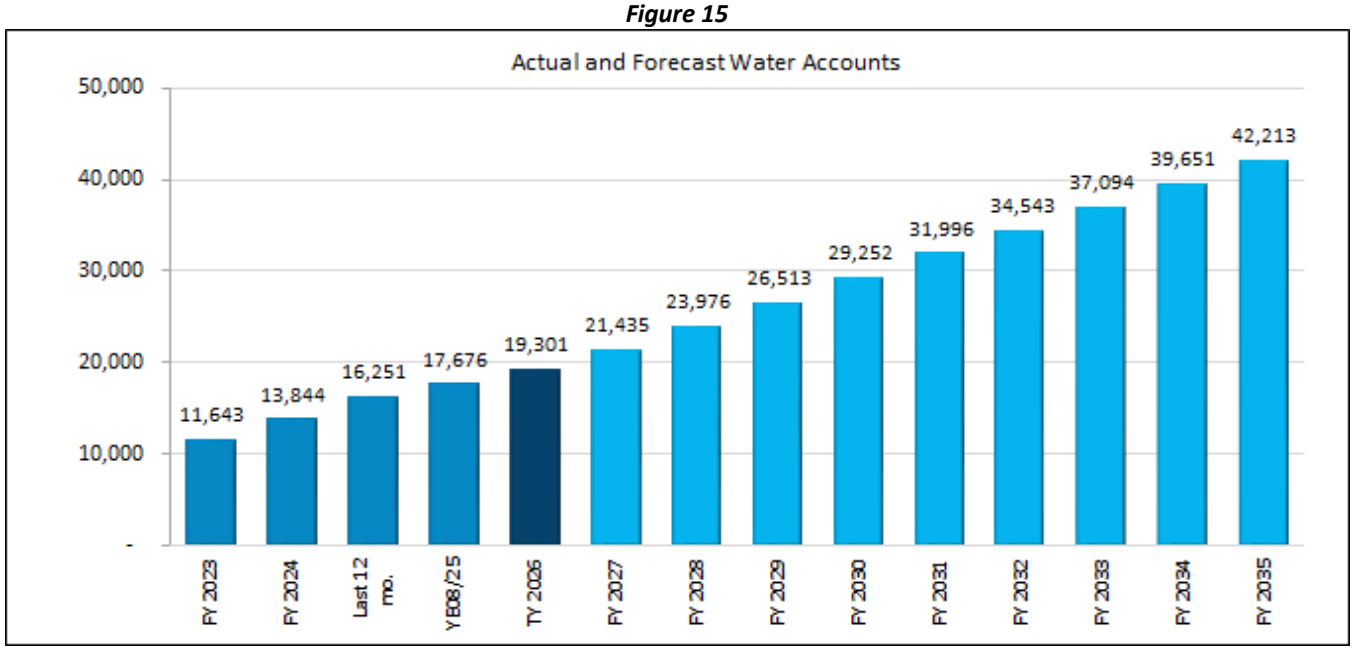
Figure 14

FORECAST TOTAL CUSTOMERS

WATER Customer Classes

Fiscal Year	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Municipal	Fire Hydrant Inside	Fire Hydrant Outside	Total
WATER Total Customers								
FY 2023	11,014	26	466	1	52	84		11,643
FY 2024	13,054	17	603	1	68	101		13,844
Last 12mo.	15,278	14	773	1	78	107	-	16,251
YE 08/25	16,595	14	862	1	83	116	5	17,676
TY 2026	18,095	14	966	1	93	126	6	19,301
FY 2027	20,095	14	1,077	1	104	137	7	21,435
FY 2028	22,495	14	1,192	1	117	149	9	23,976
FY 2029	24,895	14	1,300	1	131	161	10	26,513
FY 2030	27,495	14	1,408	1	147	175	12	29,252
FY 2031	30,095	14	1,516	1	164	191	15	31,996
FY 2032	32,495	14	1,624	1	184	207	18	34,543
FY 2033	34,895	14	1,732	1	206	225	21	37,094
FY 2034	37,295	14	1,840	1	231	244	26	39,651
FY 2035	39,695	14	1,948	1	259	265	31	42,213
WATER Annual New Customers								
FY 2024	2,040	(9)	137	-	16	17	-	2,201
Last 12mo.	2,224	(3)	170	-	10	6	-	2,407
YE 08/25	1,317	-	89	-	5	9	5	1,425
TY 2026	1,500	-	104	-	10	10	1	1,625
FY 2027	2,000	-	111	-	11	11	1	2,134
FY 2028	2,400	-	115	-	13	12	1	2,541
FY 2029	2,400	-	108	-	14	13	2	2,537
FY 2030	2,600	-	108	-	16	14	2	2,740
FY 2031	2,600	-	108	-	18	15	2	2,743
FY 2032	2,400	-	108	-	20	16	3	2,547
FY 2033	2,400	-	108	-	22	18	4	2,552
FY 2034	2,400	-	108	-	25	19	4	2,557
FY 2035	2,400	-	108	-	28	21	5	2,562

Figure 15



Figures 16 (tabular) and 17 (graphical) present wastewater accounts and classifications for the City's historical years and the forecast growth over the next ten years. The tables reveal that the City's total wastewater accounts of 18,072 in TY 2026 are forecast to increase to 40,663 by FY 2035.

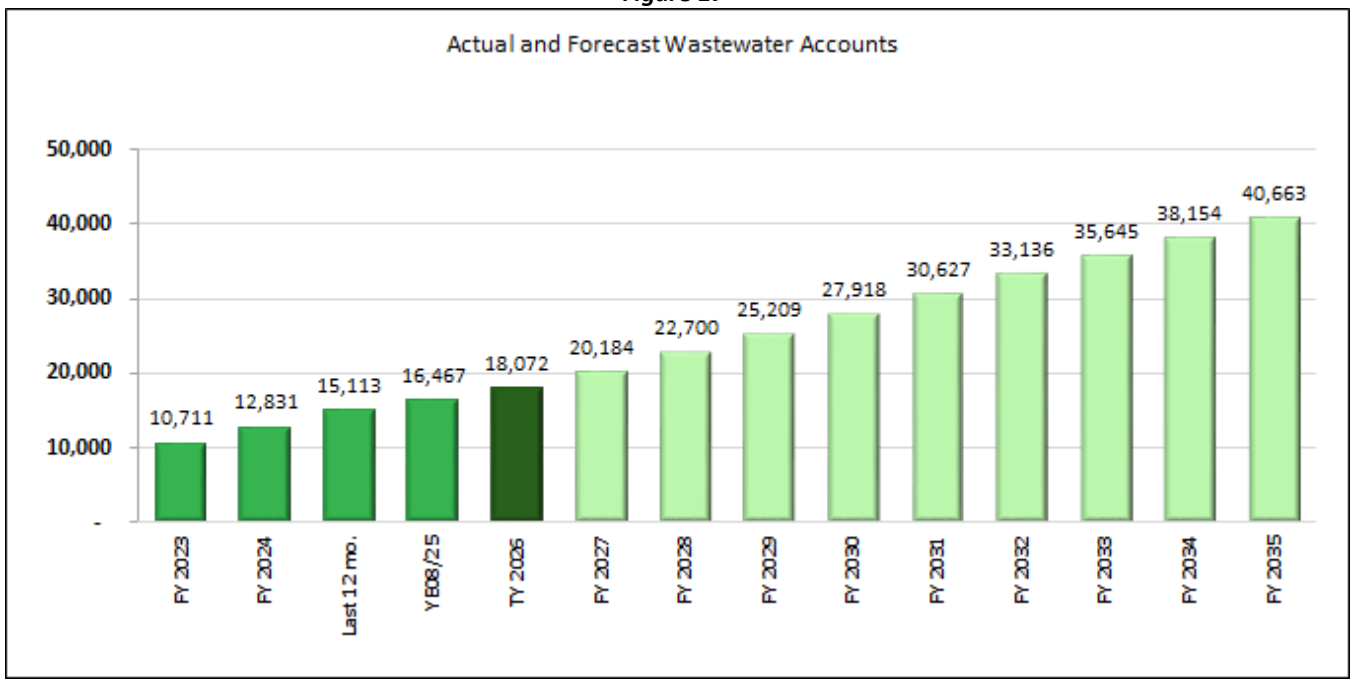
Figure 16

FORECAST TOTAL CUSTOMERS

WASTEWATER Customer Classes

Fiscal Year	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Municipal	Total
WASTEWATER Total Customers						
FY 2023	10,366	1	332	1	11	**10,711**
FY 2024	12,398	1	418	-	14	**12,831**
Last 12mo.	14,616	1	483	-	13	**15,113**
YE 08/25	15,935	1	517	-	14	**16,467**
TY 2026	17,435	1	621	-	15	**18,072**
FY 2027	19,435	1	732	-	16	**20,184**
FY 2028	21,835	1	847	-	17	**22,700**
FY 2029	24,235	1	955	-	18	**25,209**
FY 2030	26,835	1	1,063	-	19	**27,918**
FY 2031	29,435	1	1,171	-	20	**30,627**
FY 2032	31,835	1	1,279	-	21	**33,136**
FY 2033	34,235	1	1,387	-	22	**35,645**
FY 2034	36,635	1	1,495	-	23	**38,154**
FY 2035	39,035	1	1,603	-	24	**40,663**
WASTEWATER Annual New Customers						
FY 2024	2,032	-	86	(1)	3	**2,120**
Last 12mo.	2,218	-	65	-	(1)	**2,282**
YE 08/25	1,319	-	34	-	1	**1,354**
TY 2026	1,500	-	104	-	1	**1,605**
FY 2027	2,000	-	111	-	1	**2,112**
FY 2028	2,400	-	115	-	1	**2,516**
FY 2029	2,400	-	108	-	1	**2,509**
FY 2030	2,600	-	108	-	1	**2,709**
FY 2031	2,600	-	108	-	1	**2,709**
FY 2032	2,400	-	108	-	1	**2,509**
FY 2033	2,400	-	108	-	1	**2,509**
FY 2034	2,400	-	108	-	1	**2,509**
FY 2035	2,400	-	108	-	1	**2,509**

Figure 17



Historical and Forecast Water Consumption

Total water system consumption data was analyzed over the same period as customer data. The project team prepared a ten-year forecast of water usage based on the same principles on which customer accounts were projected.

Figure 18 presents test year total water consumption of 2.26 billion gallons by defined customer class as a percentage. Residential accounts inside the City limits present the highest percentage of usage.

Figure 19 presents the average monthly consumption by customer class in the Test Year. Residential customers' water usage per active connection averages 6,990 gallons per month.

Figure 18

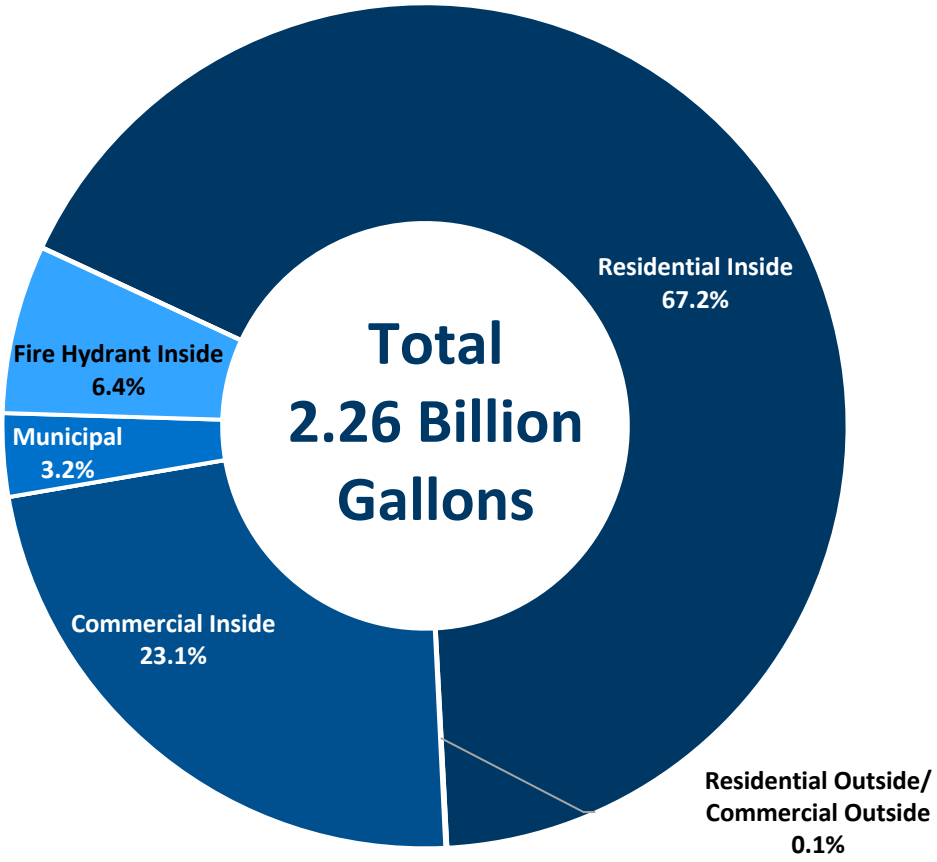
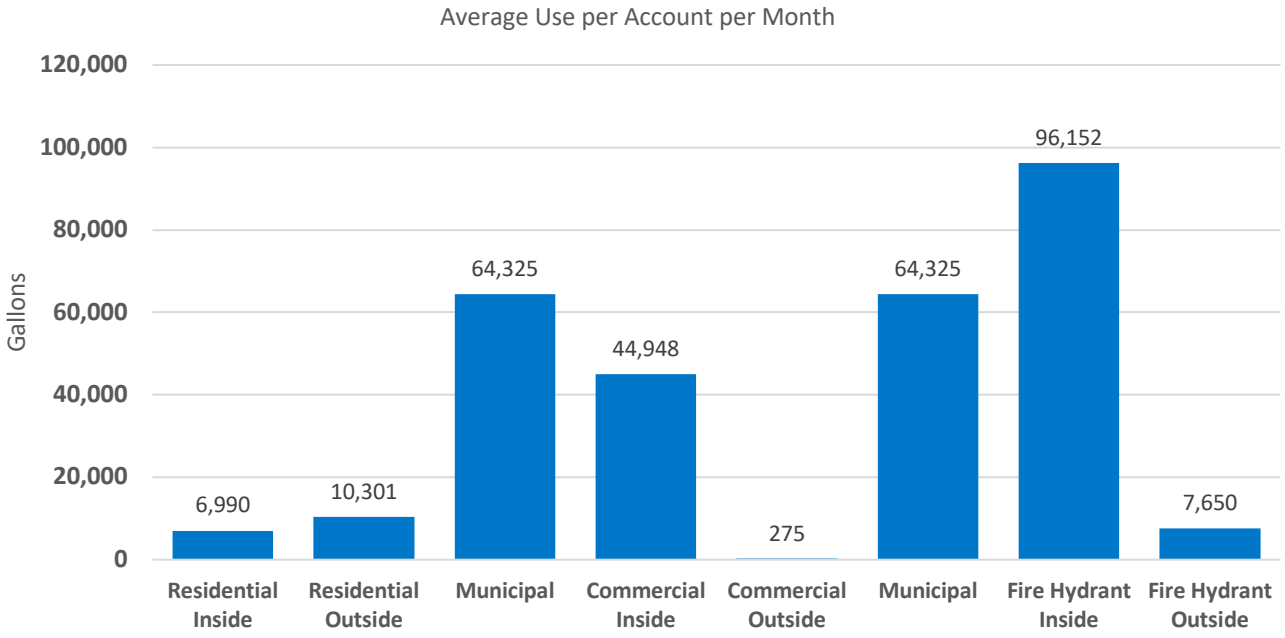


Figure 19

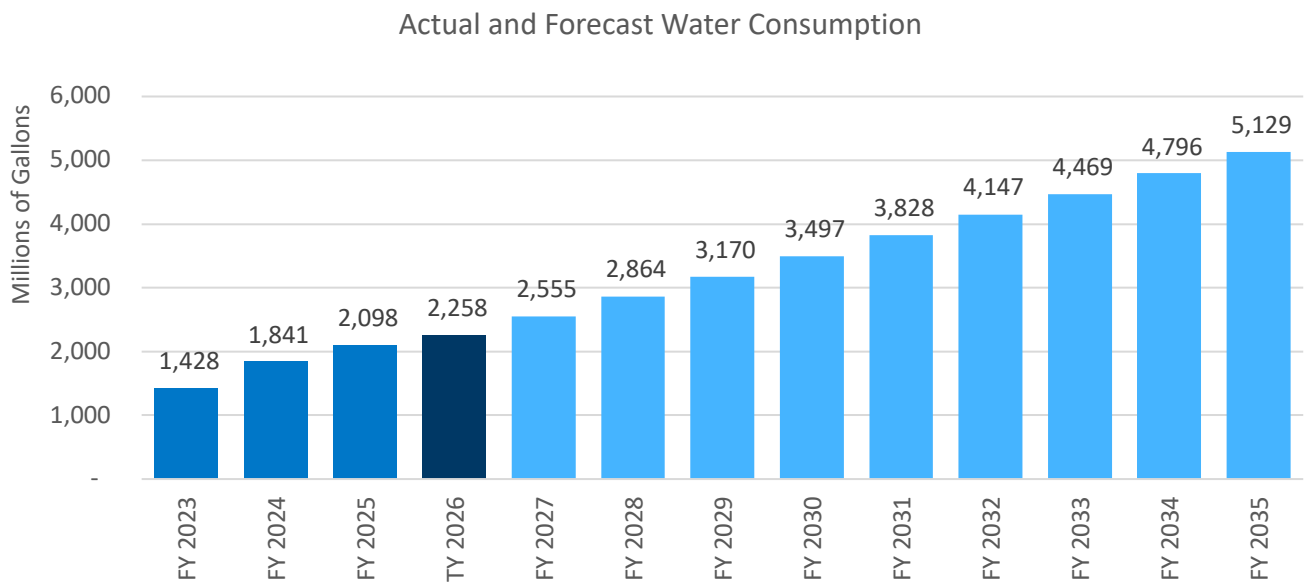


Figures 20 (tabular) and 21 (graphical) present current and forecast consumption by rate classification for the City.

Figure 20

FORECAST BILLED CONSUMPTION WATER Customer Classes	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Municipal	Fire Hydrant Inside	Fire Hydrant Outside	Total
WATER Historical Volume								
FY 2023	1,120,137,475	3,655,700	219,986,600	7,600	17,605,700	66,985,000	-	**1,428,378,075**
FY 2024	1,337,468,602	1,985,000	320,903,111	15,500	52,151,100	128,603,541	-	**1,841,126,854**
FY 2025	1,432,590,200	1,730,600	464,939,500	3,300	64,067,650	133,843,000	459,000	**2,097,633,250**
WATER Forecast Volume								
TY 2026	1,517,860,424	1,730,600	521,034,289	3,300	71,786,644	145,381,190	550,800	**2,258,347,247**
FY 2027	1,715,519,951	1,730,600	598,307,824	3,300	80,435,637	157,914,051	660,960	**2,554,572,322**
FY 2028	1,920,409,121	1,730,600	679,597,124	3,300	90,126,678	171,527,331	793,152	**2,864,187,306**
FY 2029	2,125,298,292	1,730,600	755,093,868	3,300	100,985,314	186,314,170	951,782	**3,170,377,326**
FY 2030	2,347,261,560	1,730,600	831,747,251	3,300	113,152,219	202,375,736	1,142,139	**3,497,412,805**
FY 2031	2,569,224,828	1,730,600	909,468,554	3,300	126,785,016	219,821,921	1,370,567	**3,828,404,786**
FY 2032	2,774,113,998	1,730,600	988,181,698	3,300	142,060,320	238,772,086	1,644,680	**4,146,506,682**
FY 2033	2,979,003,169	1,730,600	1,067,820,723	3,300	159,176,021	259,355,887	1,973,616	**4,469,063,316**
FY 2034	3,183,892,339	1,730,600	1,148,327,895	3,300	178,353,855	281,714,153	2,368,339	**4,796,390,481**
FY 2035	3,388,781,510	1,730,600	1,229,652,258	3,300	199,842,271	305,999,855	2,842,007	**5,128,851,802**

Figure 21



Peaking Factors

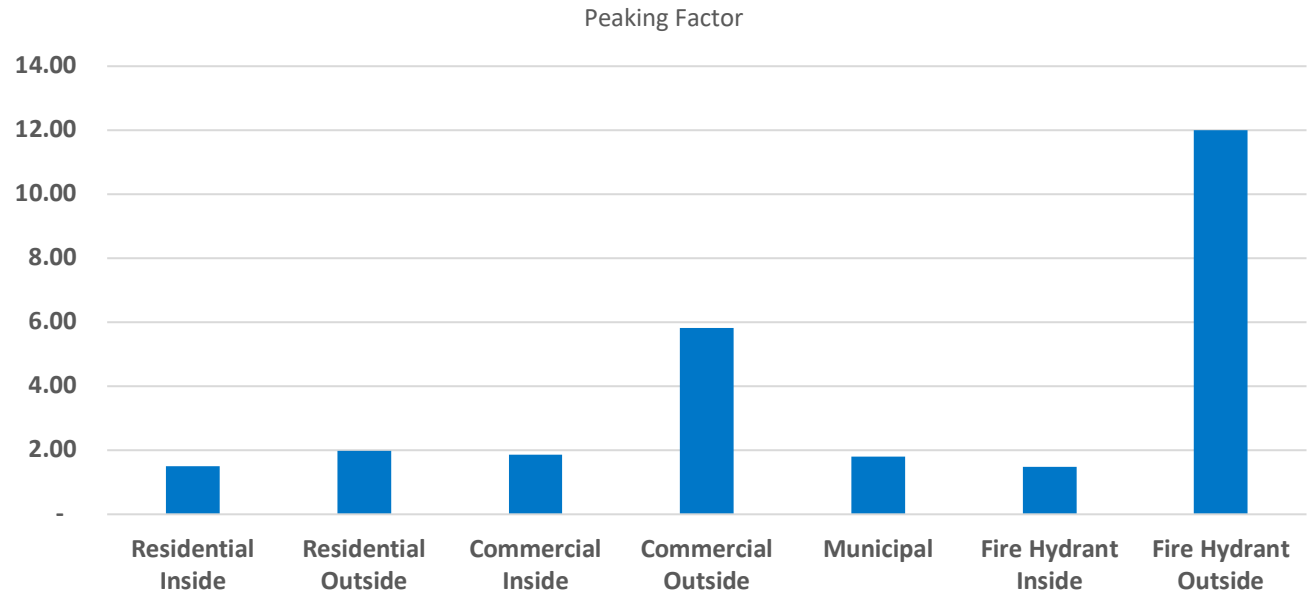
The cost of providing water to customers depends not only on the amount of water each class uses, but also on how that usage occurs over time. The maximum-day and maximum-hour peaking requirements of a water utility's customers are an important influence on the utility's costs. Because water utilities attempt to meet all the demands of their customers, water systems are sized to meet customers' peak requirements. Therefore, during off-peak periods, there are usually significant costs associated with the unused capacity of the system. These costs must be allocated to customers in proportion to the contribution of each customer class to the system peak, to develop equitable cost-based rates. Thus, it is necessary to determine the peak rate of use relative to the average rate of use for each class. This ratio is called a ***Peaking Factor***.

The consumption data by class provided by the City was utilized in the rate model to calculate the peak day factor and peaking factors for individual rate classes.

The calculation of peaking factors for individual classes relies on available pumping and consumption information as well as professional judgment. If customer meters could record daily flow rates for each customer, more refined information could be obtained on peaking factors. This is not feasible because of the enormous cost that would be imposed on the utility. Therefore, it is accepted practice in the water industry to develop peaking factor estimates based on standard formulas using system peak day information and monthly customer class usage records. This is a conservative methodology, since customer class peaking factors based on peak months will inevitably be lower than the system-wide peaking factor, which is based on the peak day.

Based on AWWA guidelines, the customer class peaking factors calculated in this study are for non-coincidental peaks. The peaking factors developed for this analysis are based on the annualized water consumption by customer class for the months of September 2024 through August 2025. The calculations of the peaking factors by class are presented graphically in **Figure 22**.

Figure 22



A general ratemaking rule is that the higher the peak to average ratio, the higher the unit cost of service for a given customer class. While this is not an absolute rule, it is a good general indicator as to which customer classes are incurring the greatest costs to provide service. This principle will be examined more thoroughly in Section III.

Historical and Forecast Wastewater Flows

The City currently calculates wastewater charges for all customers based on their winter average volume of water consumption.

As with water billed consumption, the project team prepared a ten-year forecast of wastewater billing units. Since individual customer wastewater flow is not metered, wastewater volumes are derived from the water consumption figures for each customer class. The billing unit forecast is estimated using anticipated growth in accounts as depicted in Figure 16. The results of the forecast are presented in **Figures 23 (tabular) and 24 (graphical).**

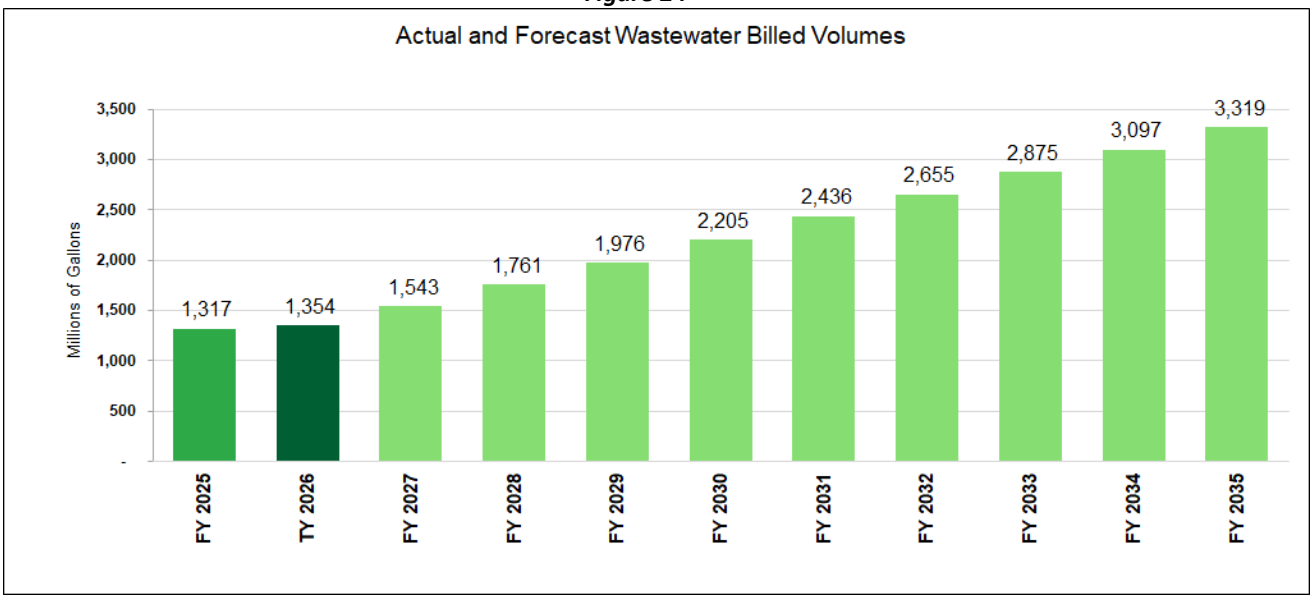
Figure 23

FORECAST BILLED CONSUMPTION

WASTEWATER Customer Classes

	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Municipal	Total
WATER Historical Volume						
FY 2025	1,129,788,000	75,600	186,896,600	157,900	-	**1,316,918,100**
WASTEWATER Forecast Volume						
TY 2026	1,129,788,000	75,600	224,492,821	-	-	**1,354,356,421**
FY 2027	1,259,388,000	75,600	283,214,754	-	-	**1,542,678,354**
FY 2028	1,414,908,000	75,600	346,304,072	-	-	**1,761,287,672**
FY 2029	1,570,428,000	75,600	405,337,064	-	-	**1,975,840,664**
FY 2030	1,738,908,000	75,600	466,052,387	-	-	**2,205,035,987**
FY 2031	1,907,388,000	75,600	528,279,116	-	-	**2,435,742,716**
FY 2032	2,062,908,000	75,600	591,877,856	-	-	**2,654,861,456**
FY 2033	2,218,428,000	75,600	656,732,753	-	-	**2,875,236,353**
FY 2034	2,373,948,000	75,600	722,745,995	-	-	**3,096,769,595**
FY 2035	2,529,468,000	75,600	789,833,903	-	-	**3,319,377,503**

Figure 24


Actual and Forecast Wastewater Billed Volumes
Millions of Gallons
3,500
3,000
2,500
2,000
1,500
1,000
500
-
1,317
1,354
1,543
1,761
1,976
2,205
2,436
2,655
2,875
3,097
3,319
FY 2025
TY 2026
FY 2027
FY 2028
FY 2029
FY 2030
FY 2031
FY 2032
FY 2033
FY 2034
FY 2035

SECTION III | FORECAST REVENUE REQUIREMENT

In this section of the water and wastewater rate study and long-term financial plan, the City of Celina's test year and forecast water and wastewater utility revenue requirements are developed. The test year consists of the City's historical data from September 2024, through August 2025, as adjusted for FY2026 accounts and volumes. The estimates presented in this section are based on the City's approved budget for FY2026.

The calculation of a revenue requirement differs from a utility's budget in that it represents only that amount that must be raised through the City's user rates. This means that non-rate revenue (such as reconnection fees, late payment charges, and interest) must be subtracted from the budgeted operating and capital expenditures to determine the net revenue requirement to be raised from rates.

As is typical for publicly owned utilities, the City of Celina's system revenue requirements were developed using the cash basis of ratemaking. Under the cash basis, as defined by the AWWA Manual M-1, system revenue requirements consist of cash expenditures and other financial commitments (such as debt service coverage or reserves) that must be met through system operating revenues and other revenue sources.

All data used in the development of the revenue requirements was obtained from the financial statements, budgets and, other information provided by the City. Calculation summaries are presented in the rate model summaries contained in **Appendix A** of this report. For rate design purposes, revenue requirements are developed separately for the water and wastewater systems.

The assumptions utilized in this expense forecast will be thoroughly detailed in this section of the report. These assumptions are critical to the development of both the revenue requirement and the ultimate rate recommendation. The project team reviewed these assumptions with the City staff and considers all to be consistent with staff recommendations.

In this section, current and forecast Operating Costs, Capital Outlays, Transfers, and Debt Service will be examined first. Non-rate revenues will be subtracted from the total to yield the Net Revenue Requirement.

Operating Expenses and Capital Outlays – Test Year

Figure 25 summarizes test year 2026 water system operating expenses and capital outlays in detail by department. **Figure 26** presents the test year 2026 operating expenses and capital outlays in detail by department for the wastewater system.

The City's Water and Sewer Enterprise Fund accounts for all water, sewer, and utility billing functions, including administration, operation, and maintenance of the water and sewer system and billing and collection activities.

The City's budget has the following expense categories in each Cost Center:

- **Personnel Services -** includes personnel salaries and benefits

- **Contractual Services** – includes water and wastewater consultant and contractor financial and engineering services
- **Materials and Supplies** – office supplies, IT software/hardware, tools, and chemicals
- **Utilities** – includes costs for electric and gas services and phone services
- **Operation and Capital Outlays** – includes Upper Trinity Regional Water District Fees for purchased water and fees charged for conveyance and treatment of wastewater and capital outlays. Note: the rate model separates UTRWD costs into a distinct line item
- **Upper Trinity Regional Water District Water/Sewer** – includes purchased water from the primary provider of treated water and charges for conveyance and treatment of wastewater
- **Transfers** – captures all transfers from the water and wastewater fund.
- **Administration –** includes overhead costs to provide services

Figures 25 and 26 depict the allocation of total budget expenses between the water and wastewater functions based on general ratemaking principles. As the tables show, total operating expenses, transfers, and capital outlays in the test year are **$25,679,817** for the water utility and **$17,756,643** for the wastewater utility.

Figure 25

WATER Operating Expenses, Transfers and Capital Outlays

SCENARIO: 2026 02 17 -- Debt A ($316.05M)

		Net Budget	Treatment	Distribution	Admin	Customer Billing
	Operating & Maintenance					
1	Personnel Svcs	$ 3,054,007	$ -	$ 2,606,007	$ 60,604	$ 387,396
2	Contractual	714,846	-	592,111	67,683	55,052
3	Materials & Supplies	2,433,272	11,739	527,237	-	1,894,296
4	Operations	556,008	-	504,005	47,169	4,834
5	Utilities	633,205	-	29,217	134,660	469,328
6	Administration	-	-	-	-	-
UTRWD-W	Upper Trinity Regional Water District- Wate	11,404,508	11,404,508	-	-	-
	Total Operating & Maintenance	**18,795,847**	**11,416,247**	**4,258,577**	**310,116**	**2,810,907**
	Transfers	**6,658,018**	**-**	**-**	**6,658,018**	**-**
	Capital Outlays	**225,952**	**-**	**225,952**	**-**	**-**
	Total WATER Operating Expenses, Transfers and Capital Outlays	**$ 25,679,817**	**$ 11,416,247**	**$ 4,484,529**	**$ 6,968,134**	**$ 2,810,907**

Note: Figures shown are rounded, which may result in slight variances for totals as shown.

Figure 26

WASTEWATER Operating Expenses, Transfers and Capital Outlays

SCENARIO: 2026 02 17 -- Debt A ($316.05M)

		Net Budget	Treatment	Collection	Admin	Customer Billing
	Operating & Maintenance					
1	Personnel Svcs	$ 2,435,083	$ 1,461,347	$ 568,541	$ 42,466	$ 362,729
2	Contractual	817,108	558,497	206,565	500	51,547
3	Materials & Supplies	191,320	54,710	136,610	-	-
4	Operations	359,223	229,197	125,500	-	4,526
5	Utilities	653,648	163,076	3,420	47,708	439,444
6	Administration	31,252	-	-	31,252	-
UTRWD-S	Upper Trinity Regional Water District- Sewe	8,475,825	8,475,825	-	-	-
	Total Operating & Maintenance	**12,963,458**	**10,942,652**	**1,040,636**	**121,926**	**858,245**
	Transfers	**4,514,185**	**-**	**-**	**4,514,185**	**-**
	Capital Outlays	**279,000**	**-**	**279,000**	**-**	**-**
	Total WATER Operating Expenses, Transfers and Capital Outlays	**$ 17,756,643**	**$ 10,942,652**	**$ 1,319,636**	**$ 4,636,111**	**$ 858,245**

Note: Figures shown are rounded, which may result in slight variances for totals as shown.

Figure 27 presents the water and wastewater utility operating expense and capital outlay forecast along with transfers for the ten-year forecast period. This chart excludes debt service expenses which are detailed later in this report. Details behind these calculations can be found in the rate model summarized in **Appendix A**. This forecast is based on the following set of assumptions:

- Most operating costs are expected to increase around the rate of inflation.
- Certain expenses will increase at above-inflation rates, to reflect the rapid rate of increase of these costs. These expenses are workers' compensation, chemicals, fuel, equipment, and insurance.
- Many other operating expenses are expected to increase significantly due to the rapid growth in accounts. Growth impacts such volume-related expenses as chemicals, electricity, gasoline, etc.
- UTRWD's increasing costs and the need for $316.5 million in new debt to fund the CIP projects are driving the need to create a new long-term rate plan.
- The forecast includes an annual transfer to the General Fund for General and Administrative services. These transfers are forecast to increase at the inflation rate plus the annual account growth rate.

Figure 27

CURRENT AND FORECAST COST OF SERVICE

SCENARIO:

2026 02 17 -- Debt A ($316.05M)

	Operating Expenses	Capital Outlays	Debt Service	Transfers & Contingencies	Total Cost of Service
WATER					
2026	$ 18,795,847	$ 225,952	$ 9,843,259	$ 6,658,018	**$ 35,523,076**
2027	21,228,751	232,731	12,756,046	946,991	**35,164,518**
2028	24,574,106	239,712	15,083,628	963,596	**40,861,042**
2029	28,909,031	246,904	18,825,027	980,569	**48,961,531**
2030	32,105,204	254,311	22,172,909	997,285	**55,529,709**
2031	36,863,765	261,940	24,885,846	1,011,168	**63,022,719**
2032	41,464,541	269,799	28,228,991	1,025,388	**70,988,719**
2033	46,527,415	277,892	31,624,954	1,039,954	**79,470,215**
2034	52,094,230	286,229	34,982,034	1,054,875	**88,417,368**
2035	58,210,210	294,816	37,520,567	1,070,163	**97,095,757**
WASTEWATER					
2026	12,963,458	279,000	6,755,828	4,514,185	**24,512,471**
2027	16,751,546	287,370	7,946,648	758,087	**25,743,651**
2028	20,718,407	295,991	10,016,697	773,057	**31,804,153**
2029	22,020,519	304,871	10,142,402	788,391	**33,256,184**
2030	24,206,552	314,017	12,692,070	803,681	**38,016,321**
2031	26,552,392	323,437	15,062,875	817,234	**42,755,939**
2032	28,914,269	333,141	16,340,346	831,141	**46,418,897**
2033	32,234,680	343,135	18,464,120	845,413	**51,887,348**
2034	34,239,261	353,429	20,729,272	860,059	**56,182,020**
2035	36,428,655	364,032	22,311,631	875,090	**59,979,408**
TOTAL					
2026	31,759,305	504,952	16,599,087	11,172,203	**60,035,547**
2027	37,980,297	520,101	20,702,694	1,705,078	**60,908,169**
2028	45,292,513	535,704	25,100,325	1,736,653	**72,665,195**
2029	50,929,551	551,775	28,967,429	1,768,960	**82,217,715**
2030	56,311,757	568,328	34,864,979	1,800,966	**93,546,030**
2031	63,416,157	585,378	39,948,721	1,828,402	**105,778,658**
2032	70,378,810	602,939	44,569,337	1,856,529	**117,407,616**
2033	78,762,095	621,027	50,089,074	1,885,366	**131,357,562**
2034	86,333,491	639,658	55,711,305	1,914,934	**144,599,388**
2035	94,638,865	658,848	59,832,198	1,945,254	**157,075,164**

Note: Figures shown are rounded, which may result in slight variances for totals as shown.

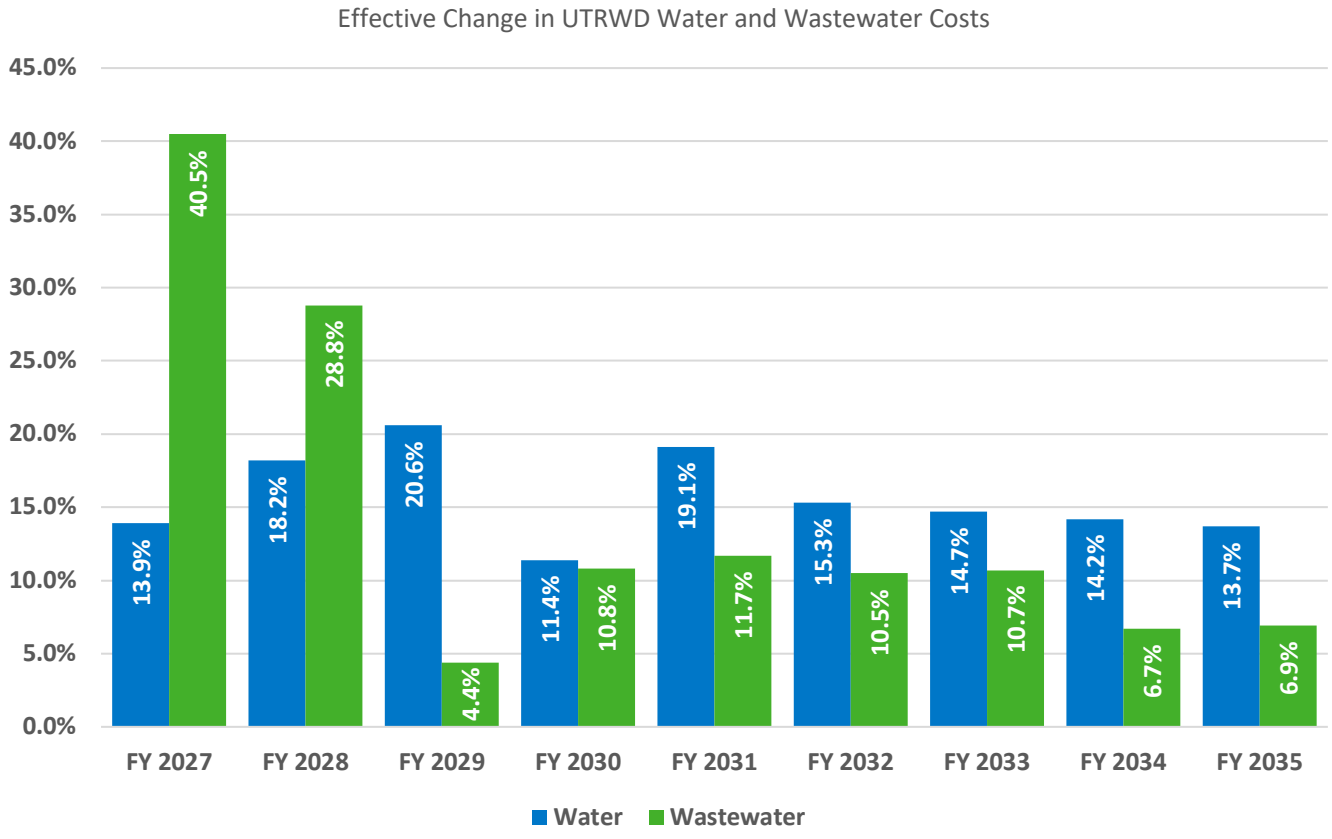
Upper Trinity Regional Water District (UTRWD)

As stated above, a primary component of the City's operating budget is its contractual agreement for treated water service from UTRWD, which is part of operating expense. The project team obtained recent correspondence from UTRWD regarding their preliminary forecasts of the future cost of service. Each year UTRWD updates its forecast of operating and capital expenses, with new rates generally adopted by the UTRWD Board of Directors each fall. UTRWD's preliminary forecast for wholesale water reveals an expected graduated series of rate increases over the next several years as it builds additional infrastructure, develops additional water sources, and expands its operations. These actions will require that the District incur sizable capital outlays and new bond issues which will be factored into the rates charged to customers.

The City also sends a portion of its wastewater flows to UTRWD for treatment. UTRWD maintains wastewater treatment plants and a transmission system utilized in conveying and treating Celina wastewater flows. The respective flows and varying cost projections for each of these wastewater system components were factored into the cost projections for wastewater costs in the rate model.

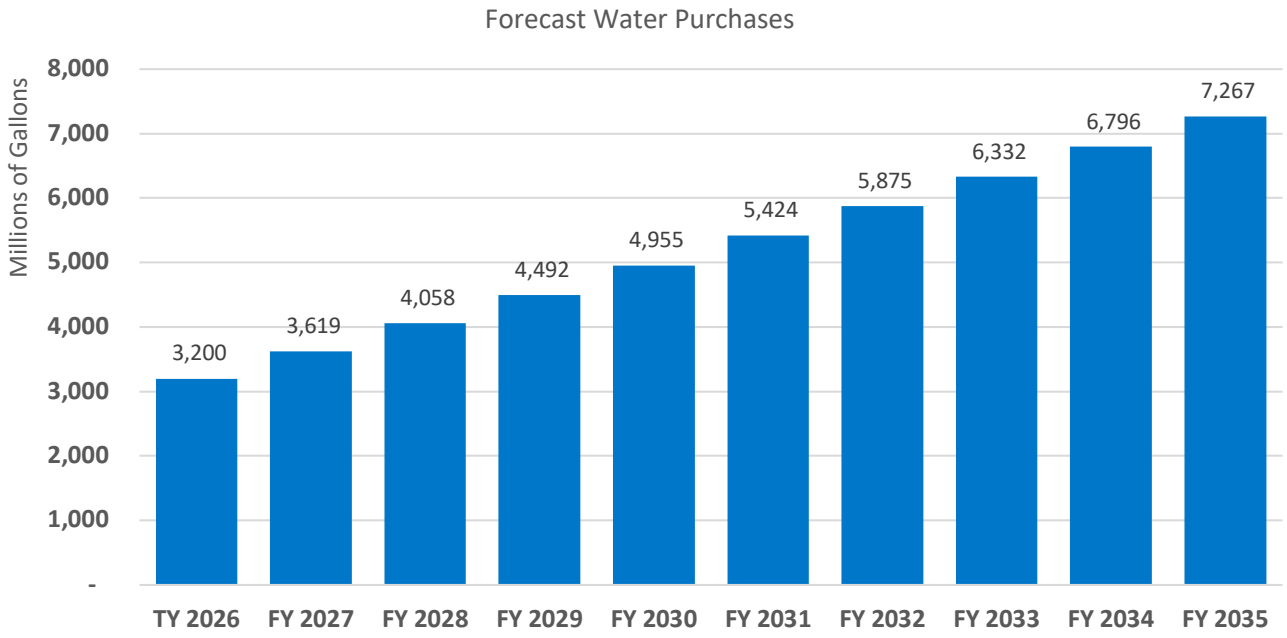
Figure 28 presents the forecast effective percentage increases in the City's total cost of UTRWD's water and wastewater services for the next decade. Importantly, these increases do not just reflect cost increases by UTRWD; they also incorporate Celina's significant forecast growth in accounts and demand.

Figure 28



The forecast water purchases from UTRWD are presented in **Figure 29.** Based on current account growth estimates, water purchases from UTRWD are expected to increase from approximately 3.2 billion gallons in FY 2026 to nearly 7.3 billion in FY 2035.

Figure 29



Capital Improvement Plan

The City has developed a comprehensive capital improvement plan ("CIP") for its water and wastewater system. The plan includes estimates for capital improvements FY 2026 – FY 2030. This plan includes an aggressive list of projects required to meet the City's utility service needs given its remarkably high growth forecasts in number of accounts and water/wastewater demands. The water CIP includes pumps and expansion of the distribution system, repairs, and upgrades. The wastewater CIP includes wastewater treatment and expansion of the collection system, and improvements to infrastructure. In developing a financial forecast, the project team used the totals provided by the City to determine an overall estimate for capital spending needs. This total CIP for the next five years is **$384,184,967** presented in **Figure 30.**

Figure 30

CAPITAL IMPROVEMENT PLAN 2026 - 2030		
WATER PROJECTS		
12-INCH WATER LINE ALONG DALLAS NORTH TOLLWAY	$	2,700,000
18-INCH WATER LINE ON DOE BRANCH BOULEVARD		500,000
24-INCH WATER LINE ON GA MOORE PARKWAY FROM COIT TO CUSTER		5,692,940
24-INCH WATER LINE ON J FRED SMITH PARKWAY FROM PRESTON TO COIT		4,207,060
3.0 MGD LPP ELEVATED STORAGE TANK (UPTOWN)		17,400,000
36-INCH WATER LINE COIT ROAD (GLENDENNING TO SUNSET)		5,400,000
54-INCH WATER LINE ON DALLAS PKWY FROM CELINA PUMP STATION		11,350,000
54-INCH WATER LINE ON GLENDENNING PKWY FROM CELINA PUMP STATION		15,900,000
CCN ACQUISITION FROM MARILEE ROAD		8,000,000
CELINA ROAD & SE PUMP STATION WELLS		18,150,000
CELINA ROAD GROUND STORAGE TANK #2		16,000,000
CELINA ROAD PUMP STATION FROM 25 MGD TO 35 MGD		56,100,000
CHOATE PARKWAY - KINSHIP TO ROSELAND		1,254,000
DECOMMISSIONING OF DOWNTOWN PUMP STATION		1,000,000
DOWNTOWN WATER IMPROVEMENTS		4,000,000
FRONTIER PARKWAY WATER LINE - PRESTON HILLS CIRCLE TO COIT		3,016,125
HILLSIDE VILLAGE WATER UPSIZE		106,280
RAINWATER OVERSIZE		350,000
RAMBLE WATER OVERSIZE		6,000,000
RELOCATION OF 12" AND 36" WATERLINE ALONG FM 428		10,200,000
SE PUMP STATION & GROUND STORAGE TANK		36,000,000
GLENDENNING TRANSMISSION LINE		16,000,000
WATER CONSERVATION ORDINANCE REVIEW		75,000
Total Water Projects	**$**	**239,401,405**
WASTEWATER PROJECTS		
DOWNTOWN WWTP PHASE II	$	50,800,000
LEGACY HILLS WASTEWATER TREATMENT PLANT		40,000,000
BUSINESS 289 GRAVITY SEWER UPGRADES		1,100,000
CAMBRIDGE CROSSING		322,000
CELINA NORTH OUTFALL GRAVITY SEWER UPGRADES		640,000
DOWNTOWN SEWER IMPROVEMENTS		4,000,000
DOWNTOWN SEWER UPGRADES - PERMANENT CITY HALL		4,000,000
FRONTIER LIFT STATION & FORCE MAIN UPGRADES		4,500,000
PARALLEL DOE BRANCH INTERCEPTOR - PARVIN TO LEGACY		22,500,000
PARALLEL DOE BRANCH INTERCEPTOR - LEGACY TO DALLAS PKWY		2,000,000
PARKS AT WILSON CREEK		4,000,000
PARKSIDE LIFT STATION IMPROVEMENTS		1,000,000
RAMBLE SEWER OVERSIZE		6,325,000
SERENADE MUD SEWER UPSIZE		2,026,562
UTILITY OVERSIZING		1,570,000
Total Wastewater Projects	**$**	**144,783,562**
Total Water and Wastewater Projects	**$**	**384,184,967**

Existing and Forecast Debt Service

The City expects to issue over $316 million in debt over the next five years to finance a significant portion of the water and wastewater CIP. **Figure 31** presents the forecast annual debt to be issued by the City to fund the CIP. The debt is assumed to have a 30-year term and an interest rate of 5.0%.

The project team estimates that CIP funding will continue from FY 2031-FY 2035 at about $65 million per year

Figure 31

FORECAST DEBT ISSUANCES

	Water	Wastewater	Total
FY 2026	$ 45,500,000	$ 20,000,000	**$ 65,500,000**
FY 2027	$ 40,350,000	$ 30,800,000	**$ 71,150,000**
FY 2028	$ 58,600,000	$ 10,250,000	**$ 68,850,000**
FY 2029	$ 33,000,000	$ 20,750,000	**$ 53,750,000**
FY 2030	$ 30,800,000	$ 26,000,000	**$ 56,800,000**
Total	**$ 208,250,000**	**$ 107,800,000**	**$ 316,050,000**

Figure 32 presents current and forecast debt service for the water and wastewater utility over a five-year forecast period.

Figure 32

CURRENT AND FORECAST DEBT SERVICE

	Water		Wastewater		
Year	**Current**	**Forecast**	**Current**	**Forecast**	**Total**
2026	$9,843,259	$ -	$ 6,755,828	$ -	**$ 16,599,087**
2027	9,480,480	3,275,566	6,506,839	1,439,809	**20,702,694**
2028	9,721,505	5,362,123	6,672,264	3,344,433	**25,100,325**
2029	9,719,759	9,105,268	6,671,066	3,471,336	**28,967,429**
2030	10,632,609	11,540,300	7,297,591	5,394,479	**34,864,979**

Non-Rate Revenues

Although rate revenues constitute the majority of the revenue received by the City of Celina for water and wastewater service, a certain amount of revenue is accrued from non-rate sources. These revenues include connection fees, miscellaneous charges, permit fees, testing fees, construction water, and other fees. These non-rate revenues are subtracted from the overall budget to determine the revenue requirement to be raised from rates.

Revenue from these fees is expected to continue at the current level as the City's population continues to grow. However, if the annual growth in number of accounts begins to slow there will be a corresponding reduction in annual revenue from certain non-rate revenues such as connection fees.

Non-Rate Revenues not specifically and solely tied to either water or wastewater were allocated equally between the two utilities. Except for connection fees, non-rate revenues are projected to remain stable over the forecast period. Annual non-rate revenue totals are presented in **Figure 33.**

Figure 33

FORECAST NON-RATE REVENUES

	Water	Wastewater	Future Infrastructure Fund	Total
2026	$ 9,085,213	$ 4,338,187	$ -	**$ 13,423,400**
2027	9,097,713	4,350,687	-	**$ 13,448,400**
2028	9,818,783	4,498,793	5,750,000	**$ 20,067,576**
2029	9,807,378	4,489,513	5,750,000	**$ 20,046,891**
2030	10,361,341	4,754,664	6,000,000	**$ 21,116,005**
2031	10,370,923	4,754,664	5,500,000	**$ 20,625,587**
2032	9,836,251	4,489,513	5,500,000	**$ 19,825,764**
2033	9,848,242	4,489,513	5,250,000	**$ 19,587,755**
2034	9,861,675	4,489,513	3,250,000	**$ 17,601,188**
2035	9,876,738	4,489,513	-	**$ 14,366,251**

Note: Figures shown are rounded, which may result in slight variances for totals as shown.

Net Revenue Requirement

Figure 34 presents the test year and ten-year forecast for the City's net revenue requirement to be raised from rates for the water and wastewater utility for the test year 2026 and forecast period. The water and wastewater net revenue requirement is expected to increase from **$46,612,147** in TY 2026 to **$142,708,913** in FY 2035.

Figure 34

CURRENT AND FORECAST NET REVENUE REQUIREMENT

	Operating Expenses	+ Capital Outlays	+ Debt Service	+ Transfers & Contingencies	= Total Cost of Service	- Less Non-Rate Revenues	= Net Revenue Requirement
WATER Revenue Requirement							
2026	$ 18,795,847	$ 225,952	$ 9,843,259	$ 6,658,018	**$ 35,523,076**	$ 9,085,213	**26,437,863**
2027	21,228,751	232,731	12,756,046	946,991	**35,164,518**	9,097,713	**26,066,805**
2028	24,574,106	239,712	15,083,628	963,596	**40,861,042**	12,693,783	**28,167,260**
2029	28,909,031	246,904	18,825,027	980,569	**48,961,531**	12,682,378	**36,279,153**
2030	32,105,204	254,311	22,172,909	997,285	**55,529,709**	13,361,341	**42,168,368**
2031	36,863,765	261,940	24,885,846	1,011,168	**63,022,719**	13,120,923	**49,901,796**
2032	41,464,541	269,799	28,228,991	1,025,388	**70,988,719**	12,586,251	**58,402,468**
2033	46,527,415	277,892	31,624,954	1,039,954	**79,470,215**	12,473,242	**66,996,973**
2034	52,094,230	286,229	34,982,034	1,054,875	**88,417,368**	11,486,675	**76,930,693**
2035	58,210,210	294,816	37,520,567	1,070,163	**97,095,757**	9,876,738	**87,219,018**
WASTEWATER Revenue Requirement							
2026	12,963,458	279,000	6,755,828	4,514,185	**24,512,471**	4,338,187	**20,174,284**
2027	16,751,546	287,370	7,946,648	758,087	**25,743,651**	4,350,687	**21,392,964**
2028	20,718,407	295,991	10,016,697	773,057	**31,804,153**	7,373,793	**24,430,360**
2029	22,020,519	304,871	10,142,402	788,391	**33,256,184**	7,364,513	**25,891,671**
2030	24,206,552	314,017	12,692,070	803,681	**38,016,321**	7,754,664	**30,261,657**
2031	26,552,392	323,437	15,062,875	817,234	**42,755,939**	7,504,664	**35,251,274**
2032	28,914,269	333,141	16,340,346	831,141	**46,418,897**	7,239,513	**39,179,384**
2033	32,234,680	343,135	18,464,120	845,413	**51,887,348**	7,114,513	**44,772,835**
2034	34,239,261	353,429	20,729,272	860,059	**56,182,020**	6,114,513	**50,067,507**
2035	36,428,655	364,032	22,311,631	875,090	**59,979,408**	4,489,513	**55,489,895**
TOTAL Revenue Requirement							
2026	31,759,305	504,952	16,599,087	11,172,203	**60,035,547**	13,423,400	**46,612,147**
2027	37,980,297	520,101	20,702,694	1,705,078	**60,908,169**	13,448,400	**47,459,769**
2028	45,292,513	535,704	25,100,325	1,736,653	**72,665,195**	20,067,576	**52,597,619**
2029	50,929,551	551,775	28,967,429	1,768,960	**82,217,715**	20,046,891	**62,170,824**
2030	56,311,757	568,328	34,864,979	1,800,966	**93,546,030**	21,116,005	**72,430,024**
2031	63,416,157	585,378	39,948,721	1,828,402	**105,778,658**	20,625,587	**85,153,070**
2032	70,378,810	602,939	44,569,337	1,856,529	**117,407,616**	19,825,764	**97,581,852**
2033	78,762,095	621,027	50,089,074	1,885,366	**131,357,562**	19,587,755	**111,769,808**
2034	86,333,491	639,658	55,711,305	1,914,934	**144,599,388**	17,601,188	**126,998,201**
2035	94,638,865	658,848	59,832,198	1,945,254	**157,075,164**	14,366,251	**142,708,913**

Note: Figures shown are rounded, which may result in slight variances for totals as shown.

Water Utility Cost Functionalization

Once the total water and wastewater system costs have been identified, the next step in the rate development process is to isolate the costs associated with each system function. Some of these expenditures are a function of base water demand; others are based on the peak demands placed on the system. Certain costs are associated with serving customers regardless of the volume of water use

or wastewater discharge. The basic steps used to allocate the City's water revenue requirements include the following:

1. Each system's costs (revenue requirements) are categorized by utility function (i.e., treatment, distribution, administrative, customer). This process is known as *functionalization*.
2. Functionalized costs are classified based on the service characteristics or the types of demand served by the utility (base and maximum day). This process is known as *classification.*
3. Costs by service characteristic are allocated to customer classes in proportion to the service demands demonstrated by each class.

This three-step process allows for the allocation of system costs in the same terms as customer classes. The approaches described in this section follow standard industry practices. Water system costs are allocated to the following functions:

- *Treatment* – the process by which raw water is converted to potable water
- *Distribution* – the lines that carry water to individual customers' properties
- *Administration* – miscellaneous overhead and other non-operating costs
- *Customer Billing* – the processes involved in billing and providing other services to customers

The results of the allocation process for the test year are summarized in **Figure 35.**

Figure 35

TEST YEAR WATER COST FUNCTIONALIZATION

Function	Revenue Requirement	Percent
Treatment	$ 8,496,482	32.1%
Distribution	10,443,607	39.5%
Administration	5,185,998	19.6%
Customer	2,311,776	8.7%
Total	**26,437,863**	**100.0%**

Water Utility Cost Classification

The allocation of functionalized water system costs to service characteristics follows the base-extra capacity cost allocation method recommended by AWWA. Using this method, costs are segregated into the following categories:

Base costs – capital costs and O&M expenses associated with service to customers under average demand conditions. This category does not include any costs attributable to variations in water use resulting from peaks in demand. Base costs tend to vary directly with the total quantity of water used.

Maximum Day/Extra Capacity costs – costs attributable to facilities that are designed to meet peaking requirements. These costs include capital and operating charges for additional plant and system capacity beyond that required for average usage.

Customer Billing costs – costs associated with any aspect of customer service, including billing, accounting, and meter services. These costs are independent of the amount of water used and the size of the customer's meter and are not subject to peaking factors.

According to AWWA Manual M-1, in the base-extra capacity method, care must be taken in separating costs between those devoted to base capacity and those devoted to extra capacity. The peak to average factor is calculated by dividing the volume on the peak day of the year by the average daily volume. Facilities designed to meet maximum-day requirements, such as the treatment and distribution functions, are allocated 57% (1/1.75) to base, and 43% to extra capacity (Max Day).

All customer service-related costs are allocated 100% to customer billing. Administration costs are generally not directly assignable to individual classifications. Therefore, it is standard rate-making practice to allocate these costs on an indirect basis to service characteristics.

The system-wide costs by service characteristic are shown in **Figure 36**. As with cost functionalization, these percentages are not expected to change significantly in the forecast period.

Figure 36

TEST YEAR WATER COST CLASSIFICATION

Classification	Revenue Requirement	Percent
Base	$ 15,007,614	56.77%
Maximum Day	8,554,340	32.36%
Customer	2,875,909	10.88%
Total	**26,437,863**	**100.0%**

Water Utility Cost Allocation

Allocation of costs by service characteristic to customer classes is based on the proportionate use levels of each characteristic by each class. The total water utility costs by customer class for the test year are summarized in **Figure 37** and for the ten-year forecast period in **Figure 38.**

Figure 37

TEST YEAR WATER COST ALLOCATION

SCENARIO:
2026 02 17 -- Debt A ($316.05M)

Function	2026 Revenue Requirement	Percent
Residential Inside	$ 17,588,411	66.5%
Residential Outside	22,283	0.1%
Commercial Inside	6,475,901	24.5%
Commercial Outside	0	0.0%
Municipal	856,287	3.2%
Fire Hydrant Inside	1,432,380	5.4%
Fire Hydrant Outsid	43,063	0.2%
FH Admin Fee	19,537	0.1%
Total	26,437,863	100.0%

Figure 38

FORECAST WATER COST ALLOCATION

Year	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Municipal	Fire Hydrant Inside	Fire Hydrant	FH Admin Fee	Total
2026	$ 17,588,411	$ 22,283	$ 6,475,901	$ 0	$ 856,287	$ 1,432,380	$ 43,063	$ 19,537	**$ 26,437,863**
2027	17,249,048	18,812	6,525,840	0	842,892	1,367,505	45,335	17,373	**26,066,805**
2028	18,577,240	19,575	7,153,237	0	912,047	1,434,934	52,474	17,753	**28,167,260**
2029	23,879,610	21,731	9,270,580	0	1,192,631	1,819,416	73,436	21,749	**36,279,153**
2030	27,749,985	22,332	10,779,999	0	1,411,284	2,087,413	93,034	24,321	**42,168,368**
2031	32,847,446	24,418	12,724,544	0	1,707,448	2,448,347	120,508	29,086	**49,901,796**
2032	38,314,639	26,297	14,931,069	0	2,066,666	2,873,352	156,088	34,356	**58,402,468**
2033	43,789,024	27,875	17,157,364	0	2,463,078	3,320,406	199,062	40,163	**66,996,973**
2034	50,084,904	29,788	19,710,244	0	2,948,804	3,854,346	255,008	47,600	**76,930,693**
2035	56,567,594	31,880	22,317,025	0	3,494,202	4,428,272	323,331	56,714	**87,219,018**

Wastewater Utility Cost Functionalization and Classification

Wastewater system costs are allocated to the following functions:

- *Treatment -- Volume* – the costs associated with treating wastewater volume discharges
- *Collection* – the lines that transport wastewater from customers' properties to the wastewater treatment plant
- *Administration* – miscellaneous overhead and other non-operating costs
- *Customer Billing* – the processes involved in billing and other services to customers

As was the case for the water system, wastewater utility operating budget line-item expenses are allocated individually to functions. The results of the allocation process are presented on **Figure 39**. As with the water utility, these percentages are not forecast to change significantly during the next ten years.

Figure 39

TEST YEAR WASTEWATER COST FUNCTIONALIZATION

Function	Revenue Requirement	Percent
Treatment	$ 11,786,130	58.4%
Collection	3,866,183	19.2%
Administration	3,815,617	18.9%
Customer	706,354	3.5%
Total	**20,174,284**	**100.0%**

Wastewater Utility Cost Allocation

Allocation of wastewater utility costs by service characteristic to customer classes is performed in the same manner as described for the water utility. The total wastewater utility costs by customer class for the test year are summarized in **Figure 40** and for the ten-year forecast period in **Figure 41.**

Figure 40

TEST YEAR WASTEWATER COST ALLOCATION

Function	Revenue Requirement	Percent
Residential Inside	$ 16,942,971	84.0%
Residential Outside	1,020	0.0%
Commercial Inside	3,229,571	16.0%
Commercial Outside	-	0.0%
Municipal	723	0.0%
Total	**20,174,284**	**100.0%**

Figure 41

FORECAST WASTEWATER COST ALLOCATION

Year	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Municipal	Total
2026	$ 16,942,971	$ 1,020	$ 3,229,571	$ -	$ 723	**$ 20,174,284**
2027	17,604,506	1,014	3,786,686	-	758	**21,392,964**
2028	19,798,175	986	4,630,386	-	814	**24,430,360**
2029	20,773,972	976	5,115,887	-	835	**25,891,671**
2030	24,090,930	994	6,168,840	-	892	**30,261,657**
2031	27,869,307	1,016	7,379,980	-	971	**35,251,274**
2032	30,747,676	1,039	8,429,620	-	1,049	**39,179,384**
2033	34,900,862	1,080	9,869,731	-	1,162	**44,772,835**
2034	38,780,764	1,102	11,284,396	-	1,244	**50,067,507**
2035	42,735,893	1,140	12,751,518	-	1,344	**55,489,895**

SECTION IV | WATER AND WASTEWATER RATE DESIGN

Rate design involves determining charges for each class of customers that will generate a desired level of revenue in accordance with AWWA and other industry cost of service rate-making principles. The water and wastewater rates developed in this section are designed to recover the test year and forecast revenue requirements while providing funding for the identified capital improvements and existing debt service. In this section the project team is presenting its recommended rate plan for the City.

Water and Wastewater Rate Plan

Figures 42 and 43 present a summary of the water and wastewater rate plan proposed for Residential and Commercial customers for the City of Celina, respectively. The following is notable about this rate proposal:

- The project team recommends no changes to water and wastewater rates during FY2026.
- The project team forecasts that annual rate increases will be required beginning in April 2027. If adopted, this will be the first change to rates since June 2023.
- The fundamental water and wastewater rate structures will remain unchanged; except for a rebalancing of the commercial wastewater volume rate which is designed to better reflect the commercial wastewater cost of service.
- With the commercial wastewater volume rate exception, all other proposed adjustments will be applied uniformly on a percentage basis to both base charges and volumetric rates.
- The proposal assumes annual transfers from the Future Infrastructure Fee Fund to support debt service payments, thereby helping to moderate the magnitude of rate increases.

A significant contributing factor for Celina is continued, robust customer growth, which generates additional revenue to partially offset inflation-driven increases in operating and capital expenditures, thereby moderating rate impacts.

Figure 44 presents the impact on residential and commercial water and wastewater monthly charges of the rate proposal.

Figure 42

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

SCENARIO | 2026 02 17 -- Debt A ($316.05M)

				Current	EFFECTIVE Apr-26	EFFECTIVE Apr-27	EFFECTIVE Apr-28	EFFECTIVE Apr-29	EFFECTIVE Apr-30
1	**MONTHLY RATES AND CHARGES | WATER**								
WI1	**Residential Inside**								
	Monthly Minimum Charge								
			3/4"	$ 24.56	$ 24.56	$ 25.54	$ 26.56	$ 27.89	$ 29.29
			1"	41.30	41.30	42.95	44.67	46.90	49.25
			1 1/2"	82.61	82.61	85.91	89.35	93.82	98.51
			2"	132.18	132.18	137.47	142.97	150.11	157.62
	Volume Rate/1,000 Gal								
	2,001	10,000		$ 5.37	$ 5.37	$ 5.58	$ 5.81	$ 6.10	$ 6.40
	10,001	20,000		8.13	8.13	8.46	8.79	9.23	9.69
	20,001	30,000		9.57	9.57	9.95	10.35	10.87	11.41
	30,001	Above		13.81	13.81	14.36	14.94	15.68	16.47
WO1	**Residential Outside**								
	Monthly Minimum Charge								
			3/4"	$ 36.84	$ 36.84	$ 38.31	$ 39.85	$ 41.84	$ 43.93
			1"	61.95	61.95	64.43	67.01	70.36	73.87
			1 1/2"	123.92	123.92	128.88	134.03	140.73	147.77
			2"	198.27	198.27	206.20	214.45	225.17	236.43
	Volume Rate/1,000 Gal								
	2,001	10,000		$ 8.05	$ 8.05	$ 8.37	$ 8.71	$ 9.14	$ 9.60
	10,001	20,000		12.19	12.19	12.68	13.18	13.84	14.54
	20,001	30,000		14.35	14.35	14.92	15.52	16.30	17.11
	30,001	Above		20.72	20.72	21.55	22.41	23.53	24.71
WI2	**Commercial Inside**								
	Monthly Minimum Charge								
			3/4"	$ 29.50	$ 29.50	$ 30.68	$ 31.91	$ 33.50	$ 35.18
			1"	51.63	51.63	53.70	55.84	58.64	61.57
			1 1/2"	103.27	103.27	107.40	111.70	117.28	123.15
			2"	165.22	165.22	171.83	178.70	187.64	197.02
			3"	247.83	247.83	257.74	268.05	281.46	295.53
			4"	413.05	413.05	429.57	446.75	469.09	492.55
			6"	843.13	843.13	876.86	911.93	957.53	1,005.40
			8"	1,636.58	1,636.58	1,702.04	1,770.12	1,858.63	1,951.56
	Volume Rate/1,000 Gal								
	2,001	10,000		$ 5.37	$ 5.37	$ 5.58	$ 5.81	$ 6.10	$ 6.40
	10,001	20,000		8.13	8.13	8.46	8.79	9.23	9.69
	20,001	30,000		9.57	9.57	9.95	10.35	10.87	11.41
	30,001	Above		13.81	13.81	14.36	14.94	15.68	16.47
WO2	**Commercial Outside**								
	Monthly Minimum Charge								
			3/4"	$ 44.25	$ 44.25	$ 46.02	$ 47.86	$ 50.25	$ 52.77
			1"	77.45	77.45	80.55	83.77	87.96	92.36
			1 1/2"	154.90	154.90	161.10	167.54	175.92	184.71
			2"	247.84	247.84	257.75	268.06	281.47	295.54
			3"	371.74	371.74	386.61	402.07	422.18	443.29
			4"	619.58	619.58	644.36	670.14	703.64	738.83
			6"	-	-	1,315.28	1,367.89	1,436.29	1,508.10
			8"	-	-	2,553.06	2,655.19	2,787.95	2,927.34
	Volume Rate/1,000 Gal								
	2,001	10,000		$ 8.05	$ 8.05	$ 8.37	$ 8.71	$ 9.14	$ 9.60
	10,001	20,000		12.19	12.19	12.68	13.18	13.84	14.54
	20,001	30,000		14.35	14.35	14.92	15.52	16.30	17.11
	30,001	Above		20.72	20.72	21.55	22.41	23.53	24.71

Figure 43

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

SCENARIO | 2026 02 17 -- Debt A ($316.05M)

2 MONTHLY RATES AND CHARGES | WASTEWATER

			Current	Apr-26	Apr-27	Apr-28	Apr-29	Apr-30
WWI1	**Residential Inside**							
	Monthly Minimum Charge							
		3/4"	$ **25.54**	$ 25.54	$ 26.56	$ 27.62	$ 28.73	$ 29.88
		1"	**45.90**	45.90	47.74	49.65	51.63	53.70
		1 1/2"	**85.66**	85.66	89.09	92.65	96.36	100.21
		2"	**146.85**	146.85	152.72	158.83	165.19	171.79
	Volume Rate/1,000 Gal							
	-	5,000	$ **6.37**	$ 6.37	$ 6.62	$ 6.89	$ 7.17	$ 7.45
	5,001	Above	**7.88**	7.88	8.20	8.52	8.86	9.22
WWO1	**Residential Outside**							
	Monthly Minimum Charge							
		3/4"	$ **38.32**	$ 38.32	$ 39.85	$ 41.45	$ 43.10	$ 44.83
		1"	**68.84**	68.84	71.59	74.46	77.44	80.53
		1 1/2"	**128.49**	128.49	133.63	138.97	144.53	150.32
		2"	**220.27**	220.27	229.08	238.24	247.77	257.68
	Volume Rate/1,000 Gal							
	-	5,000	$ **9.55**	$ 9.55	$ 9.93	$ 10.33	$ 10.74	$ 11.17
	5,001	Above	**11.82**	11.82	12.29	12.78	13.30	13.83
WWI2	**Commercial Inside**							
	Monthly Minimum Charge							
		3/4"	$ **30.59**	$ 30.59	$ 31.81	$ 33.09	$ 34.41	$ 35.79
		1"	**57.37**	57.37	59.66	62.05	64.53	67.11
		1 1/2"	**107.08**	107.08	111.36	115.82	120.45	125.27
		2"	**183.56**	183.56	190.90	198.54	206.48	214.74
		3"	**256.96**	256.96	267.24	277.93	289.05	300.61
		4"	**458.90**	458.90	477.26	496.35	516.20	536.85
		6"	**917.80**	917.80	954.51	992.69	1,032.40	1,073.70
		8"	**1,835.60**	1,835.60	1,909.02	1,985.38	2,064.80	2,147.39
	Volume Rate/1,000 Gal							
	2,001	Above	$ **6.94**	$ 6.94	$ 7.47	$ 8.02	$ 8.59	$ 9.22
WWO2	**Commercial Outside**							
	Monthly Minimum Charge							
		3/4"	$ **45.89**	$ 45.89	$ 47.73	$ 49.63	$ 51.62	$ 53.68
		1"	**86.06**	86.06	89.50	93.08	96.81	100.68
		1 1/2"	**160.63**	160.63	167.06	173.74	180.69	187.91
		2"	**275.34**	275.34	286.35	297.81	309.72	322.11
		3"	**-**	-	400.86	416.89	433.57	450.91
		4"	**688.36**	688.36	715.89	744.53	774.31	805.28
		6"	**-**	-	1,431.77	1,489.04	1,548.60	1,610.54
		8"	**-**	-	2,863.54	2,978.08	3,097.20	3,221.09
	Volume Rate/1,000 Gal							
	2,001	Above	$ **10.41**	$ 10.41	$ 11.20	$ 12.02	$ 12.88	$ 13.83

Figure 44

		Current	Apr-26	Apr-27	Apr-28	Apr-29	Apr-30
5	**RESIDENTIAL MONTHTLY CHARGES | WATER AND WASTEWATER COMBINED**						
	5kGal Water & 5kGal WW | 1" Meter						
	Total	**$ 135.16**	$ 135.16	$ 140.57	$ 146.19	$ 152.66	$ 159.42
	Dollar Inc		$ -	$ 5.41	$ 5.62	$ 6.47	$ 6.76
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*4.4%*	*4.4%*
	10kgal Water & 10kGal WW | 1" Meter						
	Total	**$ 201.41**	$ 201.41	$ 209.47	$ 217.85	$ 227.47	$ 237.53
	Dollar Inc		$ -	$ 8.06	$ 8.38	$ 9.63	$ 10.06
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*4.4%*	*4.4%*
	20kGal Water & 12kGal WW I 1" Meter						
	Total	**$ 298.47**	$ 298.47	$ 310.41	$ 322.83	$ 337.53	$ 352.91
	Dollar Inc		$ -	$ 11.94	$ 12.42	$ 14.70	$ 15.38
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*4.6%*	*4.6%*
	30kGal Water & 12kGal WW | 1" Meter						
	Total	**$ 394.17**	$ 394.17	$ 409.94	$ 426.33	$ 446.21	$ 467.03
	Dollar Inc		$ -	$ 15.77	$ 16.40	$ 19.88	$ 20.82
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*4.7%*	*4.7%*
6	**COMMERCIAL MONTHLY CHARGES | WATER AND WASTEWATER COMBINED**						
	30kGal Water & 30kGal WW | 1 1/2" Meter						
	Total -	**$ 624.63**	$ 624.63	$ 656.62	$ 689.88	$ 727.97	$ 768.83
	Dollar Inc		$ -	$ 31.99	$ 33.26	$ 38.09	$ 40.86
	Percent Inc		*0.0%*	*5.1%*	*5.1%*	*5.5%*	*5.6%*
	60kGal Water & 60kGal WW | 1 1/2" Meter						
	Total -	**$ 1,247.13**	$ 1,247.13	$ 1,311.52	$ 1,378.48	$ 1,456.09	$ 1,539.42
	Dollar Inc		$ -	$ 64.39	$ 66.96	$ 77.62	$ 83.33
	Percent Inc		*0.0%*	*5.2%*	*5.1%*	*5.6%*	*5.7%*

Note: Figures shown are rounded, which may result in slight variances for totals as shown.

The projected rate revenues developed in this section are forecast to be sufficient to fund all operating and current scheduled capital obligations through FY 2030 if all recommendations are implemented. Rate revenues should be sufficient to fund the water and wastewater full cost of service including all existing and future debt service over the five-year period.

Figure 45 presents forecast revenues for the five-year rate plan as well as a forecast for future revenues for a ten-year period.

Figure 45

FORECAST WATER AND WASTEWATER REVENUES

Fiscal Year	Water Revenues	Wastewater Revenues	Future Infrastructure Fund	Connection Fees	Non-Rate Revenues	Total Revenues
2026	$ 25,297,858	$ 18,870,163	$ -	$ 8,620,000	$ 4,803,400	**$ 57,591,421**
2027	29,066,390	21,827,590	-	8,620,000	4,828,400	**64,342,380**
2028	33,926,454	25,904,631	5,750,000	10,264,176	4,053,400	**79,898,660**
2029	39,223,428	30,255,459	5,750,000	10,243,491	4,053,400	**89,525,778**
2030	45,417,944	35,182,344	6,000,000	11,062,605	4,053,400	**101,716,294**
2031	52,391,501	40,447,192	5,500,000	11,072,187	4,053,400	**113,464,281**
2032	60,619,052	45,772,528	5,500,000	10,272,364	4,053,400	**126,217,343**
2033	70,526,745	51,471,909	5,250,000	10,284,355	4,053,400	**141,586,409**
2034	81,038,447	57,566,217	3,250,000	10,297,788	4,053,400	**156,205,851**
2035	91,414,750	63,814,884	-	10,312,851	4,053,400	**169,595,884**

Figure 46 forecasts revenues and expenses for the next five years under the proposed rate plan. Details behind these calculations can be found in the model summary pages contained in **Appendix A.**

Figure 46

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

SCENARIO | 2026 02 17 -- Debt A ($316.05M)

		2026	2027	2028	2029	2030
3	**Fund Balance, Revenues and Expenses**					
	Beginning Fund Balance	$ 22,201,929	$ 19,757,803	$ 23,192,014	$ 30,425,479	$ 37,733,543
	Revenues and Expenses -- CASH BASIS					
3.1	**Revenues**					
	Water Rate Revenues	$ 25,297,858	$ 29,066,390	$ 33,926,454	$ 39,223,428	$ 45,417,944
	WW Rate Revenues	18,870,163	21,827,590	25,904,631	30,255,459	35,182,344
	IF Contribution	-	-	5,750,000	5,750,000	6,000,000
	Connection Fees	8,620,000	8,620,000	10,264,176	10,243,491	11,062,605
	Other Non-Rate Revenues	4,803,400	4,828,400	4,053,400	4,053,400	4,053,400
	Total Revenues	57,591,421	64,342,380	79,898,660	89,525,778	101,716,294
			12%	*24%*	*12%*	*14%*
3.2	Operating Expenses	31,759,305	37,980,297	45,292,513	50,929,551	56,311,757
3.3	Capital Outlays	504,952	520,101	535,704	551,775	568,328
3.4	Transfers	11,172,203	1,705,078	1,736,653	1,768,960	1,800,966
3.5	Net Revenues for Debt Service and Coverage	14,154,961	24,136,905	32,333,791	36,275,493	43,035,243
	Debt Service					
	Current Debt Service	16,599,087	15,987,319	16,393,769	16,390,825	17,930,200
	Future Debt Service	-	4,715,375	8,706,556	12,576,604	16,934,779
3.6	Total Debt Service	16,599,087	20,702,694	25,100,325	28,967,429	34,864,979
3.7	Total Cost of Service -- CASH Basis	60,035,547	60,908,169	72,665,195	82,217,715	93,546,030
			1%	*19%*	*13%*	*14%*
3.8	**Net Revenues for Contingency and Coverage**	**(2,444,126)**	**3,434,211**	**7,233,465**	**7,308,064**	**8,170,264**
	Percent of COS	-4.1%	5.6%	10.0%	8.9%	8.7%
	Debt Coverage (Line 3.5/Line 3.6)	**0.85**	**1.17**	**1.29**	**1.25**	**1.23**
	Debt Coverage ((Lines 3.5+3.4+3.3)/Line 3.6)	**1.56**	**1.27**	**1.38**	**1.33**	**1.30**
	Ending Water & Sewer Combined Fund Balance	**19,757,803**	**23,192,014**	**30,425,479**	**37,733,543**	**45,903,807**

Notes on Rate Recommendations

The forecast and recommendations presented in this study represent a combination of the best information available from the City of Celina and the project team's expertise. However, this forecast relies in part on assumptions about future events and events beyond the control of the project team (such as account growth rates within the City). The forecast and recommendations contained in this study may be subject to revision if any of the following events occurs:

- Actual growth in accounts and consumed volumes is less than (or significantly greater than) forecast.
- Capital improvement plan funding costs increase significantly due to the rising cost of materials or other factors.
- Unforeseen events impact the City, such as extended recessions, natural catastrophes, or terrorist attacks.
- Significant and long-lasting changes in weather patterns.
- Increases, decreases, or changes in interest rates, coverage requirements, or reserve requirements for long-term debt.
- The City of Celina budget levels or priorities change significantly from those forecasts in this study.
- It should be noted that none of these events are foreseen by the project team or the City at this time.
- If any of these events occur, the City may be compelled to consider further adjustments to its water and wastewater rates.

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City of Celina

Utility Rate Analysis Dashboard



Future Debt Term 30

Water Future Bond Issues

	Alternative	Proposed
2026		$ 45,500,000
2027		$ 40,350,000
2028		$ 58,600,000
2029		$ 33,000,000
2030		$ 30,800,000
2031		$ 40,000,000
2032		$ 40,000,000
2033		$ 40,000,000
2034		$ 40,000,000
2035		$ 40,000,000

Sewer Future Bond Issues

	Alternative	Proposed
2026		$ 20,000,000
2027		$ 30,800,000
2028		$ 10,250,000
2029		$ 20,750,000
2030		$ 26,000,000
2031		$ 25,000,000
2032		$ 25,000,000
2033		$ 25,000,000
2034		$ 25,000,000
2035		$ 25,000,000

2026-2030 Debt	$ 316,050,000
Total Future Debt	$ 641,050,000

		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Water Rate Adjustments											
Meter Charge		0.00%	4.00%	4.00%	5.00%	5.00%	6.00%	8.00%	8.00%	6.00%	5.00%
Volume Charge		0.00%	4.00%	4.00%	5.00%	5.00%	6.00%	8.00%	8.00%	6.00%	5.00%
		121	140	154	169	180	186	195	203	214	226
Sewer Rate Adjustments											
Base Charge		0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	3.00%
Volume Charge	Residential	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	3.00%
	Non-Residential	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	3.00%

NOTE:

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CITY OF CELINA

WATER/WASTEWATER COST OF SERVICE MODEL

Revenue and Expense Summary

Scenario: 2026 02 17 -- Debt A ($316.05M)

		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
1	**TOTAL Revenues and Expenses -- CASH BASIS**										
	Beginning Fund Balance	$ 22,201,929	$ 19,757,803	$ 23,192,014	$ 30,425,479	$ 37,733,543	$ 45,903,807	$ 53,589,429	$ 62,399,157	$ 72,628,004	$ 84,234,467
1.1	**Rate Revenues**										
	Water Rate Revenue										
WI1	Residential Inside	15,392,781	17,690,663	20,663,397	23,943,372	27,831,145	32,178,644	37,184,808	43,181,577	49,497,428	55,671,710
WI2	Commercial Inside	7,505,845	8,725,621	10,270,164	11,885,708	13,715,513	15,778,731	18,286,528	21,304,633	24,505,651	27,662,335
WI3	Municipal	-	-	-	-	-	-	-	-	-	-
WI4	Fire Hydrant Inside	2,266,134	2,502,515	2,826,979	3,206,599	3,657,182	4,188,104	4,861,300	5,702,808	6,636,032	7,609,530
WI5	Fire Hydrant Outside	31,265	38,144	47,603	59,652	75,162	95,091	121,939	158,033	203,159	257,367
WI6	FH Admin Fee	79,200	86,437	94,380	103,106	112,703	123,268	134,914	147,768	161,974	177,699
WO1	Residential Outside	22,102	22,471	23,370	24,404	25,624	27,015	28,869	31,178	33,401	35,261
WO2	Commercial Outside	531	540	561	586	616	649	694	749	802	847
	Total	**25,297,858**	**29,066,390**	**33,926,454**	**39,223,428**	**45,417,944**	**52,391,501**	**60,619,052**	**70,526,745**	**81,038,447**	**91,414,750**
	Wastewater Rate Revenue										
WWI1	Residential Inside	16,376,551	18,680,616	21,897,841	25,342,555	29,250,439	33,430,406	37,657,173	42,168,593	46,980,675	51,896,688
WWI2	Commercial Inside	2,492,413	3,145,755	4,005,522	4,911,586	5,930,534	7,015,360	8,113,872	9,301,774	10,583,937	11,916,535
WWO1	Residential Outside	1,199	1,219	1,268	1,318	1,371	1,426	1,483	1,542	1,604	1,661
	Total	18,870,163	21,827,590	25,904,631	30,255,459	35,182,344	40,447,192	45,772,528	51,471,909	57,566,217	63,814,884
	IF Contribution	-	-	5,750,000	5,750,000	6,000,000	5,500,000	5,500,000	5,250,000	3,250,000	-
	Connection Fees	8,620,000	8,620,000	10,264,176	10,243,491	11,062,605	11,072,187	10,272,364	10,284,355	10,297,788	10,312,851
	Non-Rate Revenues	4,803,400	4,828,400	4,053,400	4,053,400	4,053,400	4,053,400	4,053,400	4,053,400	4,053,400	4,053,400
	Total Revenues	**57,591,421**	**64,342,380**	**79,898,660**	**89,525,778**	**101,716,294**	**113,464,281**	**126,217,343**	**141,586,409**	**156,205,851**	**169,595,884**
	Cost of Service										
	DEPT/DIV CODE										
24	Utility Billing	1,774,856	1,923,661	2,162,898	2,329,111	2,503,477	2,596,442	2,693,088	2,793,572	2,898,055	3,006,706
21	Water Operations	6,474,728	7,243,134	8,104,739	9,197,716	10,201,351	10,985,210	11,792,293	12,653,721	13,573,931	14,557,807
22	WW Collections	1,948,137	2,192,823	2,581,350	3,090,071	3,419,726	3,613,491	3,811,166	4,696,551	4,985,377	5,287,911
25	WW Treatment	1,681,251	1,718,192	1,754,458	1,791,644	1,828,953	1,863,067	1,898,099	1,934,079	1,971,033	2,008,990
UTRWD-W	Upper Trinity Regional Water District- Water	11,404,508	12,992,157	15,352,355	18,508,464	20,610,952	24,537,643	28,281,423	32,430,975	37,023,621	42,099,613
UTRWD-S	Upper Trinity Regional Water District- Sewer	-	-	-	-	-	-	-	-	-	-
UTRWD-S	Upper Trinity Regional Water District- Sewer	8,475,825	11,910,330	15,336,712	16,012,545	17,747,297	19,820,305	21,902,741	24,253,197	25,881,474	27,677,838
	Total	**31,759,305**	**37,980,297**	**45,292,513**	**50,929,551**	**56,311,757**	**63,416,157**	**70,378,810**	**78,762,095**	**86,333,491**	**94,638,865**

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		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	COST CENTER CODE										
1	Personnel Svcs	5,489,090	6,126,769	6,926,495	7,909,227	8,658,349	8,917,042	9,183,491	9,457,927	9,740,592	10,031,731
2	Contractual	1,531,954	1,584,973	1,668,252	1,773,579	1,844,983	1,917,472	1,991,488	2,310,624	2,416,818	2,527,720
3	Materials & Supplies	2,624,592	2,945,891	3,350,686	3,790,878	4,249,821	4,734,352	5,220,653	5,915,980	6,477,793	7,071,100
4	Operations	915,231	1,048,197	1,229,965	1,448,123	1,652,337	1,878,003	2,121,336	2,646,192	2,973,129	3,334,413
5	Utilities	1,286,853	1,339,791	1,394,892	1,452,585	1,512,843	1,575,110	1,640,362	1,708,763	1,780,476	1,855,673
6	Administration	31,252	32,190	33,155	34,150	35,174	36,230	37,317	38,436	39,589	40,777
UTRWD-W	Upper Trinity Regional Water District- Water	11,404,508	12,992,157	15,352,355	18,508,464	20,610,952	24,537,643	28,281,423	32,430,975	37,023,621	42,099,613
UTRWD-S	Upper Trinity Regional Water District- Sewer	8,475,825	11,910,330	15,336,712	16,012,545	17,747,297	19,820,305	21,902,741	24,253,197	25,881,474	27,677,838
	Total	**31,759,305**	**37,980,297**	**45,292,513**	**50,929,551**	**56,311,757**	**63,416,157**	**70,378,810**	**78,762,095**	**86,333,491**	**94,638,865**
1.2	**Total Operating Expenses**	**31,759,305**	**37,980,297**	**45,292,513**	**50,929,551**	**56,311,757**	**63,416,157**	**70,378,810**	**78,762,095**	**86,333,491**	**94,638,865**
1.3	**Capital Outlays**	**504,952**	**520,101**	**535,704**	**551,775**	**568,328**	**585,378**	**602,939**	**621,027**	**639,658**	**658,848**
1.4	**Transfers**	**11,172,203**	**1,705,078**	**1,736,653**	**1,768,960**	**1,800,966**	**1,828,402**	**1,856,529**	**1,885,366**	**1,914,934**	**1,945,254**
1.5	**Net Revenues for Debt Service and Coverage**	**14,154,961**	**24,136,905**	**32,333,791**	**36,275,493**	**43,035,243**	**47,634,343**	**53,379,065**	**60,317,921**	**67,317,768**	**72,352,918**
	Debt Service										
	Debt Service -- Current	16,599,087	15,987,319	16,393,769	16,390,825	17,930,200	17,937,306	17,944,006	17,905,500	17,882,863	17,781,850
	Debt Service -- Future	-	4,715,375	8,706,556	12,576,604	16,934,779	22,011,415	26,625,331	32,183,574	37,828,442	42,050,348
1.6	**Total Debt Service**	**16,599,087**	**20,702,694**	**25,100,325**	**28,967,429**	**34,864,979**	**39,948,721**	**44,569,337**	**50,089,074**	**55,711,305**	**59,832,198**
1.7	**Total Cost of Service**	**60,035,547**	**60,908,169**	**72,665,195**	**82,217,715**	**93,546,030**	**105,778,658**	**117,407,616**	**131,357,562**	**144,599,388**	**157,075,164**
1.8	**Net Revenues for Contingency and Coverage**	**(2,444,126)**	**3,434,211**	**7,233,465**	**7,308,064**	**8,170,264**	**7,685,623**	**8,809,728**	**10,228,847**	**11,606,463**	**12,520,720**
	Percent of COS	-4.2%	5.3%	9.1%	8.2%	8.0%	6.8%	7.0%	7.2%	7.4%	7.4%
	Ending Fund Balance	**19,757,803**	**23,192,014**	**30,425,479**	**37,733,543**	**45,903,807**	**53,589,429**	**62,399,157**	**72,628,004**	**84,234,467**	**96,755,187**
	Revenue Adequacy Tests										
	Total Operating + Debt Service + Transfers	59,530,595	60,388,069	72,129,491	81,665,940	92,977,702	105,193,280	116,804,676	130,736,535	143,959,730	156,416,316
	Expenses Per Day	163,098	165,447	197,615	223,742	254,733	288,201	320,013	358,182	394,410	428,538
	Days of Operating Expenses	**121**	**140**	**154**	**169**	**180**	**186**	**195**	**203**	**214**	**226**
	Debt Coverage										
	Excluding CO/Transfers	**1.56**	**1.27**	**1.38**	**1.33**	**1.30**	**1.25**	**1.25**	**1.25**	**1.25**	**1.25**
	All-Inclusive	**0.85**	**1.17**	**1.29**	**1.25**	**1.23**	**1.19**	**1.20**	**1.20**	**1.21**	**1.21**

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		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
2	**WATER Revenues and Expenses -- CASH BASIS**										
2.1	**Water Revenues**										
	Water Rate Revenue										
WI1	Residential Inside	$ 15,392,781	$ 17,690,663	$ 20,663,397	$ 23,943,372	$ 27,831,145	$ 32,178,644	$ 37,184,808	$ 43,181,577	$ 49,497,428	$ 55,671,710
WO1	Residential Outside	22,102	22,471	23,370	24,404	25,624	27,015	28,869	31,178	33,401	35,261
WI2	Commercial Inside	7,505,845	8,725,621	10,270,164	11,885,708	13,715,513	15,778,731	18,286,528	21,304,633	24,505,651	27,662,335
WO2	Commercial Outside	531	540	561	586	616	649	694	749	802	847
WI3	Municipal	-	-	-	-	-	-	-	-	-	-
WI4	Fire Hydrant Inside	2,266,134	2,502,515	2,826,979	3,206,599	3,657,182	4,188,104	4,861,300	5,702,808	6,636,032	7,609,530
WI5	Fire Hydrant Outside	31,265	38,144	47,603	59,652	75,162	95,091	121,939	158,033	203,159	257,367
WI6	FH Admin Fee	79,200	86,437	94,380	103,106	112,703	123,268	134,914	147,768	161,974	177,699
	Sub-Total	**25,297,858**	**29,066,390**	**33,926,454**	**39,223,428**	**45,417,944**	**52,391,501**	**60,619,052**	**70,526,745**	**81,038,447**	**91,414,750**
	IF Contribution	-	-	2,875,000	2,875,000	3,000,000	2,750,000	2,750,000	2,625,000	1,625,000	-
	Connection Fees	5,820,000	5,820,000	6,928,570	6,917,165	7,471,128	7,480,710	6,946,038	6,958,029	6,971,462	6,986,525
	Non-Rate Revenues	3,265,213	3,277,713	2,890,213	2,890,213	2,890,213	2,890,213	2,890,213	2,890,213	2,890,213	2,890,213
	Total Revenues	**34,383,071**	**38,164,103**	**46,620,237**	**51,905,806**	**58,779,285**	**65,512,424**	**73,205,302**	**82,999,987**	**92,525,122**	**101,291,488**
	Water Cost of Service										
	DEPT/DIV CODE										
24	Utility Billing	916,611	993,460	1,117,012	1,202,852	1,292,902	1,340,912	1,390,825	1,442,719	1,496,678	1,552,790
21	Water Operations	6,474,728	7,243,134	8,104,739	9,197,716	10,201,351	10,985,210	11,792,293	12,653,721	13,573,931	14,557,807
UTRWD-W	Upper Trinity Regional Water District- Water	11,404,508	12,992,157	15,352,355	18,508,464	20,610,952	24,537,643	28,281,423	32,430,975	37,023,621	42,099,613
UTRWD-S	Upper Trinity Regional Water District- Sewer	-	-	-	-	-	-	-	-	-	-
	Total	**18,795,847**	**21,228,751**	**24,574,106**	**28,909,031**	**32,105,204**	**36,863,765**	**41,464,541**	**46,527,415**	**52,094,230**	**58,210,210**
	COST CENTER CODE										
1	Personnel Svcs	3,054,007	3,442,458	3,893,536	4,503,020	4,959,612	5,108,400	5,261,652	5,419,502	5,582,087	5,749,550
2	Contractual	714,846	739,518	765,166	791,636	819,242	847,828	877,222	907,664	939,197	971,865
3	Materials & Supplies	2,433,272	2,732,367	3,090,564	3,467,988	3,888,970	4,333,649	4,779,641	5,250,702	5,748,289	6,273,959
4	Operations	556,008	662,462	784,934	921,379	1,079,602	1,257,791	1,453,110	1,672,564	1,918,972	2,195,485
5	Utilities	633,205	659,790	687,552	716,544	746,825	778,454	811,493	846,007	882,065	919,738
6	Administration	-	-	-	-	-	-	-	-	-	-
UTRWD-W	Upper Trinity Regional Water District- Water	11,404,508	12,992,157	15,352,355	18,508,464	20,610,952	24,537,643	28,281,423	32,430,975	37,023,621	42,099,613
	Total	**18,795,847**	**21,228,751**	**24,574,106**	**28,909,031**	**32,105,204**	**36,863,765**	**41,464,541**	**46,527,415**	**52,094,230**	**58,210,210**
2.2	**Total Operating Expenses**	**18,795,847**	**21,228,751**	**24,574,106**	**28,909,031**	**32,105,204**	**36,863,765**	**41,464,541**	**46,527,415**	**52,094,230**	**58,210,210**
2.3	**Capital Outlays**	**225,952**	**232,731**	**239,712**	**246,904**	**254,311**	**261,940**	**269,799**	**277,892**	**286,229**	**294,816**
2.4	**Transfers**	**6,658,018**	**946,991**	**963,596**	**980,569**	**997,285**	**1,011,168**	**1,025,388**	**1,039,954**	**1,054,875**	**1,070,163**
2.5	**Net Revenues for Debt Service and Coverage**	**8,703,253**	**15,755,631**	**20,842,822**	**21,769,302**	**25,422,485**	**27,375,551**	**30,445,575**	**35,154,727**	**39,089,787**	**41,716,298**

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		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	Debt Service										
	Debt Service -- Current	9,843,259	9,480,480	9,721,505	9,719,759	10,632,609	10,636,822	10,640,796	10,617,962	10,604,538	10,544,637
	Debt Service -- Future	-	3,275,566	5,362,123	9,105,268	11,540,300	14,249,023	17,588,196	21,006,992	24,377,496	26,975,930
2.6	**Total Debt Service**	**9,843,259**	**12,756,046**	**15,083,628**	**18,825,027**	**22,172,909**	**24,885,846**	**28,228,991**	**31,624,954**	**34,982,034**	**37,520,567**
2.7	**Total Cost of Service**	**35,523,076**	**35,164,518**	**40,861,042**	**48,961,531**	**55,529,709**	**63,022,719**	**70,988,719**	**79,470,215**	**88,417,368**	**97,095,757**
2.8	**Net Revenues for Contingency and Coverage**	**(1,140,005)**	**2,999,585**	**5,759,194**	**2,944,275**	**3,249,577**	**2,489,705**	**2,216,584**	**3,529,773**	**4,107,753**	**4,195,731**
	Percent of COS	-3.3%	7.9%	12.4%	5.7%	5.5%	3.8%	3.0%	4.3%	4.4%	4.1%
	Debt Coverage										
	Excluding CO/Transfers	**1.58**	**1.33**	**1.46**	**1.22**	**1.20**	**1.15**	**1.12**	**1.15**	**1.16**	**1.15**
	All-Inclusive	**0.88**	**1.24**	**1.38**	**1.16**	**1.15**	**1.10**	**1.08**	**1.11**	**1.12**	**1.11**
3	**WASTEWATER Revenues and Expenses -- CASH BASIS**										
3.1	**Wastewater Revenues**										
	Wastewater Rate Revenue										
WWI1	Residential Inside	$ 16,376,551	$ 18,680,616	$ 21,897,841	$ 25,342,555	$ 29,250,439	$ 33,430,406	$ 37,657,173	$ 42,168,593	$ 46,980,675	$ 51,896,688
WWO1	Residential Outside	1,199	1,219	1,268	1,318	1,371	1,426	1,483	1,542	1,604	1,661
WWI2	Commercial Inside	2,492,413	3,145,755	4,005,522	4,911,586	5,930,534	7,015,360	8,113,872	9,301,774	10,583,937	11,916,535
WWO2	Commercial Outside	-	-	-	-	-	-	-	-	-	-
WWI3	Municipal	-	-	-	-	-	-	-	-	-	-
	Total	**18,870,163**	**21,827,590**	**25,904,631**	**30,255,459**	**35,182,344**	**40,447,192**	**45,772,528**	**51,471,909**	**57,566,217**	**63,814,884**
	IF Contribution	-	-	2,875,000	2,875,000	3,000,000	2,750,000	2,750,000	2,625,000	1,625,000	-
	Connection Fees	2,800,000	2,800,000	3,335,606	3,326,326	3,591,477	3,591,477	3,326,326	3,326,326	3,326,326	3,326,326
	Non-Rate Revenues	1,538,187	1,550,687	1,163,187	1,163,187	1,163,187	1,163,187	1,163,187	1,163,187	1,163,187	1,163,187
	Total Revenues	**23,208,350**	**26,178,277**	**33,278,424**	**37,619,972**	**42,937,008**	**47,951,856**	**53,012,041**	**58,586,422**	**63,680,730**	**68,304,396**
	Wastewater Cost of Service										
	DEPT/DIV CODE										
24	Utility Billing	858,245	930,201	1,045,886	1,126,259	1,210,575	1,255,529	1,302,263	1,350,853	1,401,377	1,453,916
21	Water Operations	-	-	-	-	-	-	-	-	-	-
22	WW Collections	1,948,137	2,192,823	2,581,350	3,090,071	3,419,726	3,613,491	3,811,166	4,696,551	4,985,377	5,287,911
25	WW Treatment	1,681,251	1,718,192	1,754,458	1,791,644	1,828,953	1,863,067	1,898,099	1,934,079	1,971,033	2,008,990
UTRWD-S	Upper Trinity Regional Water District- Sewer	8,475,825	11,910,330	15,336,712	16,012,545	17,747,297	19,820,305	21,902,741	24,253,197	25,881,474	27,677,838
	Total	**12,963,458**	**16,751,546**	**20,718,407**	**22,020,519**	**24,206,552**	**26,552,392**	**28,914,269**	**32,234,680**	**34,239,261**	**36,428,655**
	COST CENTER CODE										
1	Personnel Svcs	2,435,083	2,684,311	3,032,959	3,406,206	3,698,737	3,808,642	3,921,838	4,038,425	4,158,505	4,282,182
2	Contractual	817,108	845,455	903,086	981,943	1,025,741	1,069,643	1,114,267	1,402,960	1,477,621	1,555,855
3	Materials & Supplies	191,320	213,525	260,122	322,890	360,851	400,704	441,012	665,277	729,503	797,141
4	Operations	359,223	385,735	445,031	526,744	572,735	620,212	668,226	973,628	1,054,157	1,138,929
5	Utilities	653,648	680,001	707,341	736,040	766,018	796,656	828,870	862,756	898,411	935,934
6	Administration	31,252	32,190	33,155	34,150	35,174	36,230	37,317	38,436	39,589	40,777
UTRWD-S	Upper Trinity Regional Water District- Sewer	8,475,825	11,910,330	15,336,712	16,012,545	17,747,297	19,820,305	21,902,741	24,253,197	25,881,474	27,677,838
	Total	**12,963,458**	**16,751,546**	**20,718,407**	**22,020,519**	**24,206,552**	**26,552,392**	**28,914,269**	**32,234,680**	**34,239,261**	**36,428,655**

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		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3.2	**Total Operating Expenses**	**12,963,458**	**16,751,546**	**20,718,407**	**22,020,519**	**24,206,552**	**26,552,392**	**28,914,269**	**32,234,680**	**34,239,261**	**36,428,655**
3.3	**Capital Outlays**	**279,000**	**287,370**	**295,991**	**304,871**	**314,017**	**323,437**	**333,141**	**343,135**	**353,429**	**364,032**
3.4	**Transfers**	**4,514,185**	**758,087**	**773,057**	**788,391**	**803,681**	**817,234**	**831,141**	**845,413**	**860,059**	**875,090**
3.5	**Net Revenues for Debt Service and Coverage**	**5,451,708**	**8,381,274**	**11,490,968**	**14,506,191**	**17,612,758**	**20,258,793**	**22,933,490**	**25,163,195**	**28,227,981**	**30,636,620**
	Debt Service										
	Debt Service -- Current	6,755,828	6,506,839	6,672,264	6,671,066	7,297,591	7,300,484	7,303,210	7,287,539	7,278,325	7,237,213
	Debt Service -- Future	-	1,439,809	3,344,433	3,471,336	5,394,479	7,762,391	9,037,135	11,176,582	13,450,946	15,074,418
3.6	**Total Debt Service**	**6,755,828**	**7,946,648**	**10,016,697**	**10,142,402**	**12,692,070**	**15,062,875**	**16,340,346**	**18,464,120**	**20,729,272**	**22,311,631**
3.7	**Total Cost of Service**	**24,512,471**	**25,743,651**	**31,804,153**	**33,256,184**	**38,016,321**	**42,755,939**	**46,418,897**	**51,887,348**	**56,182,020**	**59,979,408**
3.8	**Net Revenues for Contingency and Coverage**	**(1,304,121)**	**434,626**	**1,474,271**	**4,363,789**	**4,920,687**	**5,195,918**	**6,593,144**	**6,699,074**	**7,498,710**	**8,324,989**
	Percent of COS	-5.6%	1.7%	4.4%	11.6%	11.5%	10.8%	12.4%	11.4%	11.8%	12.2%
	Debt Coverage										
	Excluding CO/Transfers	**1.52**	**1.19**	**1.25**	**1.54**	**1.48**	**1.42**	**1.47**	**1.43**	**1.42**	**1.43**
	All-Inclusive	**0.81**	**1.05**	**1.15**	**1.43**	**1.39**	**1.34**	**1.40**	**1.36**	**1.36**	**1.37**

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

SCENARIO | 2026 02 17 -- Debt A ($316.05M)

Model Summary
Scenario: 2026 02 17 -- Debt A ($316.05M)

1 Water and Wastewater Rates

Water Rates -- Residential Inside

Monthly Minimum Charge

		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3/4"		$ 24.56	$ 25.54	$ 26.56	$ 27.89	$ 29.29	$ 31.04	$ 33.53	$ 36.21	$ 38.38	$ 40.30
1"		41.30	42.95	44.67	46.90	49.25	52.20	56.38	60.89	64.54	67.77
1 1/2"		82.61	85.91	89.35	93.82	98.51	104.42	112.77	121.80	129.10	135.56
2"		132.18	137.47	142.97	150.11	157.62	167.08	180.44	194.88	206.57	216.90

Volume Rate Per 1,000 Gal

2,001	10,000	$ 5.37	$ 5.58	$ 5.81	$ 6.10	$ 6.40	$ 6.79	$ 7.33	$ 7.92	$ 8.39	$ 8.81
10,001	20,000	8.13	8.46	8.79	9.23	9.69	10.28	11.10	11.99	12.71	13.34
20,001	30,000	9.57	9.95	10.35	10.87	11.41	12.10	13.06	14.11	14.96	15.70
30,001	Above	13.81	14.36	14.94	15.68	16.47	17.46	18.85	20.36	21.58	22.66

Wastewater Rates -- Residential Inside

Monthly Minimum Charge

		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3/4"		$ 25.54	$ 26.56	$ 27.62	$ 28.73	$ 29.88	$ 31.07	$ 32.32	$ 33.61	$ 34.95	$ 36.00
1"		45.90	47.74	49.65	51.63	53.70	55.84	58.08	60.40	62.82	64.70
1 1/2"		85.66	89.09	92.65	96.36	100.21	104.22	108.39	112.72	117.23	120.75
2"		146.85	152.72	158.83	165.19	171.79	178.67	185.81	193.24	200.97	207.00

Volume Rate Per 1,000 Gal

-	5,000	$ 6.37	$ 6.62	$ 6.89	$ 7.17	$ 7.45	$ 7.75	$ 8.06	$ 8.38	$ 8.72	$ 8.98
5,001	Above	7.88	8.20	8.52	8.86	9.22	9.59	9.97	10.37	10.78	11.11

2 Residential Standard Monthly Bill -- 3/4" Meter

5,000 W	Total	$ 98.06	$ 101.98	$ 106.06	$ 110.74	$ 115.64	$ 121.23	$ 128.14	$ 135.48	$ 142.10	$ 147.64
5,000 WW	Increase -- $		3.92	4.08	4.68	4.89	5.60	6.91	7.35	6.62	5.53
	Increase -- %		4.0%	4.0%	4.4%	4.4%	4.8%	5.7%	5.7%	4.9%	3.9%
10,000 W	Total	164.31	170.88	177.72	185.56	193.75	203.11	214.64	226.92	237.98	247.23
10,000 WW	Increase -- $		6.57	6.84	7.84	8.19	9.36	11.54	12.27	11.07	9.25
	Increase -- %		4.0%	4.0%	4.4%	4.4%	4.8%	5.7%	5.7%	4.9%	3.9%
20,000 W	Total	261.37	271.82	282.70	295.62	309.13	325.04	345.57	367.52	386.61	402.86
12,000 WW	Increase -- $		10.45	10.87	12.92	13.51	15.91	20.53	21.95	19.09	16.25
	Increase -- %		4.0%	4.0%	4.6%	4.6%	5.1%	6.3%	6.4%	5.2%	4.2%
30,000 W	Total	357.07	371.35	386.21	404.30	423.25	446.01	476.21	508.61	536.17	559.90
12,000 WW	Increase -- $		14.28	14.85	18.09	18.95	22.76	30.20	32.40	27.55	23.73
	Increase -- %		4.0%	4.0%	4.7%	4.7%	5.4%	6.8%	6.8%	5.4%	4.4%

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		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3	**Fund Balance, Revenues and Expenses**										
	Beginning Fund Balance	**$ 22,201,929**	**$ 19,757,803**	**$ 23,192,014**	**$ 30,425,479**	**$ 37,733,543**	**$ 45,903,807**	**$ 53,589,429**	**$ 62,399,157**	**$ 72,628,004**	**$ 84,234,467**
	Revenues and Expenses -- CASH BASIS										
3.1	**Revenues**										
	Water Rate Revenues	$ 25,297,858	$ 29,066,390	$ 33,926,454	$ 39,223,428	$ 45,417,944	$ 52,391,501	$ 60,619,052	$ 70,526,745	$ 81,038,447	$ 91,414,750
	WW Rate Revenues	18,870,163	21,827,590	25,904,631	30,255,459	35,182,344	40,447,192	45,772,528	51,471,909	57,566,217	63,814,884
	IF Contribution	-	-	5,750,000	5,750,000	6,000,000	5,500,000	5,500,000	5,250,000	3,250,000	-
	Connection Fees	8,620,000	8,620,000	10,264,176	10,243,491	11,062,605	11,072,187	10,272,364	10,284,355	10,297,788	10,312,851
	Other Non-Rate Revenues	4,803,400	4,828,400	4,053,400	4,053,400	4,053,400	4,053,400	4,053,400	4,053,400	4,053,400	4,053,400
	Total Revenues	57,591,421	64,342,380	79,898,660	89,525,778	101,716,294	113,464,281	126,217,343	141,586,409	156,205,851	169,595,884
			12%	*24%*	*12%*	*14%*	*12%*	*11%*	*12%*	*10%*	*9%*
3.2	Operating Expenses	31,759,305	37,980,297	45,292,513	50,929,551	56,311,757	63,416,157	70,378,810	78,762,095	86,333,491	94,638,865
3.3	Capital Outlays	504,952	520,101	535,704	551,775	568,328	585,378	602,939	621,027	639,658	658,848
3.4	Transfers	11,172,203	1,705,078	1,736,653	1,768,960	1,800,966	1,828,402	1,856,529	1,885,366	1,914,934	1,945,254
3.5	Net Revenues for Debt Service and Coverage	14,154,961	24,136,905	32,333,791	36,275,493	43,035,243	47,634,343	53,379,065	60,317,921	67,317,768	72,352,918
	Debt Service										
	Current Debt Service	16,599,087	15,987,319	16,393,769	16,390,825	17,930,200	17,937,306	17,944,006	17,905,500	17,882,863	17,781,850
	Future Debt Service	-	4,715,375	8,706,556	12,576,604	16,934,779	22,011,415	26,625,331	32,183,574	37,828,442	42,050,348
3.6	Total Debt Service	16,599,087	20,702,694	25,100,325	28,967,429	34,864,979	39,948,721	44,569,337	50,089,074	55,711,305	59,832,198
3.7	Total Cost of Service -- CASH Basis	60,035,547	60,908,169	72,665,195	82,217,715	93,546,030	105,778,658	117,407,616	131,357,562	144,599,388	157,075,164
			1%	*19%*	*13%*	*14%*	*13%*	*11%*	*12%*	*10%*	*9%*
3.8	**Net Revenues for Contingency and Coverage**	**(2,444,126)**	**3,434,211**	**7,233,465**	**7,308,064**	**8,170,264**	**7,685,623**	**8,809,728**	**10,228,847**	**11,606,463**	**12,520,720**
	Percent of COS	-4.1%	5.6%	10.0%	8.9%	8.7%	7.3%	7.5%	7.8%	8.0%	8.0%
	Debt Coverage (Line 3.5/Line 3.6)	**0.85**	**1.17**	**1.29**	**1.25**	**1.23**	**1.19**	**1.20**	**1.20**	**1.21**	**1.21**
	Debt Coverage ((Lines 3.5+3.4+3.3)/Line 3.6)	**1.56**	**1.27**	**1.38**	**1.33**	**1.30**	**1.25**	**1.25**	**1.25**	**1.25**	**1.25**
	Ending Water & Sewer Combined Fund Balance	**19,757,803**	**23,192,014**	**30,425,479**	**37,733,543**	**45,903,807**	**53,589,429**	**62,399,157**	**72,628,004**	**84,234,467**	**96,755,187**
	One Day Operating Expenditures (Op.Exp+Det Svc)	163,098	165,447	197,615	223,742	254,733	288,201	320,013	358,182	394,410	428,538
	Days of Operating Expenditures	**121**	**140**	**154**	**169**	**180**	**186**	**195**	**203**	**214**	**226**

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	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
5 Total Accounts										
Water Accounts										
Total Accounts	19,433	21,579	24,133	26,685	29,440	32,201	34,768	37,341	39,921	42,509
New Accounts	-	2,146	2,554	2,551	2,756	2,761	2,567	2,573	2,580	2,588
Avg. Annual Growth Rate		11.04%	11.84%	10.57%	10.33%	9.38%	7.97%	7.40%	6.91%	6.48%
Wastewater Accounts										
Total Accounts	18,072	20,184	22,700	25,209	27,918	30,627	33,136	35,645	38,154	40,663
New Accounts	-	2,112	2,516	2,509	2,709	2,709	2,509	2,509	2,509	2,509
Avg. Annual Growth Rate		11.69%	12.47%	11.05%	10.75%	9.70%	8.19%	7.57%	7.04%	6.58%
6 Annual Volume										
Water Volume										
Residential Inside	1,517,860,424	1,715,519,951	1,920,409,121	2,125,298,292	2,347,261,560	2,569,224,828	2,774,113,998	2,979,003,169	3,183,892,339	3,388,781,510
Residential Outside	1,730,600	1,730,600	1,730,600	1,730,600	1,730,600	1,730,600	1,730,600	1,730,600	1,730,600	1,730,600
Commercial Inside	521,034,289	598,307,824	679,597,124	755,093,868	831,747,251	909,468,554	988,181,698	1,067,820,723	1,148,327,895	1,229,652,258
Commercial Outside	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300
Municipal	71,786,644	80,435,637	90,126,678	100,985,314	113,152,219	126,785,016	142,060,320	159,176,021	178,353,855	199,842,271
Fire Hydrant Inside	145,381,190	157,914,051	171,527,331	186,314,170	202,375,736	219,821,921	238,772,086	259,355,887	281,714,153	305,999,855
Fire Hydrant Outside	550,800	660,960	793,152	951,782	1,142,139	1,370,567	1,644,680	1,973,616	2,368,339	2,842,007
FH Admin Fee	-	-	-	-	-	-	-	-	-	-
Total System	2,258,347,247	2,554,572,322	2,864,187,306	3,170,377,326	3,497,412,805	3,828,404,786	4,146,506,682	4,469,063,316	4,796,390,481	5,128,851,802
Wastewater Billing Units										
Residential Inside	1,129,788,000	1,259,388,000	1,414,908,000	1,570,428,000	1,738,908,000	1,907,388,000	2,062,908,000	2,218,428,000	2,373,948,000	2,529,468,000
Residential Outside	75,600	75,600	75,600	75,600	75,600	75,600	75,600	75,600	75,600	75,600
Commercial Inside	224,492,821	283,214,754	346,304,072	405,337,064	466,052,387	528,279,116	591,877,856	656,732,753	722,745,995	789,833,903
Commercial Outside	-	-	-	-	-	-	-	-	-	-
Municipal	-	-	-	-	-	-	-	-	-	-
Total System	1,354,356,421	1,542,678,354	1,761,287,672	1,975,840,664	2,205,035,987	2,435,742,716	2,654,861,456	2,875,236,353	3,096,769,595	3,319,377,503

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

	Test Year 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
						ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE
Working Capital, Beginning of Year	**22,201,929**	**19,757,803**	**23,192,014**	**30,425,479**	**37,733,543**	**45,903,807**	**53,589,429**	**62,399,157**	**72,628,004**	**84,234,467**
Revenues										
Water Sales	25,297,858	29,066,390	33,926,454	39,223,428	45,417,944	52,391,501	60,619,052	70,526,745	81,038,447	91,414,750
Wastewater Sales	18,870,163	21,827,590	25,904,631	30,255,459	35,182,344	40,447,192	45,772,528	51,471,909	57,566,217	63,814,884
Water/Wastewater Connection Fees	8,620,000	8,620,000	10,264,176	10,243,491	11,062,605	11,072,187	10,272,364	10,284,355	10,297,788	10,312,851
Meter Revenue	1,248,000	1,248,000	1,248,000	1,248,000	1,248,000	1,248,000	1,248,000	1,248,000	1,248,000	1,248,000
Developer Revenue	750,000	775,000	-	-	-	-	-	-	-	-
Fines & Fees	285,400	285,400	285,400	285,400	285,400	285,400	285,400	285,400	285,400	285,400
Miscellaneous Revenue	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000
Interest Income	2,040,000	2,040,000	2,040,000	2,040,000	2,040,000	2,040,000	2,040,000	2,040,000	2,040,000	2,040,000
Other - Intergovernmental/Grant	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
Other - Future Infrastructure Fund TXF	-	-	5,750,000	5,750,000	6,000,000	5,500,000	5,500,000	5,250,000	3,250,000	-
Total Revenues	**57,591,421**	**64,342,380**	**79,898,660**	**89,525,778**	**101,716,294**	**113,464,281**	**126,217,343**	**141,586,409**	**156,205,851**	**169,595,884**
Expenditures										
Water Department	18,105,188	20,468,021	23,696,806	27,953,084	31,066,614	35,784,793	40,343,515	45,362,588	50,883,781	56,952,236
Wastewater Department	7,585,710	8,551,885	9,900,449	11,451,668	12,974,031	14,477,963	16,068,559	18,483,674	20,450,376	22,591,171
Utility Billing	1,774,856	1,923,661	2,162,898	2,329,111	2,503,477	2,596,442	2,693,088	2,793,572	2,898,055	3,006,706
Debt Service - City Issued	16,599,087	20,702,694	25,100,325	28,967,429	34,864,979	39,948,721	44,569,337	50,089,074	55,711,305	59,832,198
Debt Service - UTRWD	4,798,503	7,556,830	10,068,063	9,747,463	10,335,963	11,142,338	11,876,588	12,743,288	12,740,938	12,747,600
Total Expenditures	**48,863,344**	**59,203,092**	**70,928,542**	**80,448,755**	**91,745,064**	**103,950,255**	**115,551,086**	**129,472,196**	**142,684,454**	**155,129,911**
Total available resources less expenditures	**30,930,006**	**24,897,091**	**32,162,132**	**39,502,503**	**47,704,772**	**55,417,832**	**64,255,686**	**74,513,370**	**86,149,401**	**98,700,441**
Other Financing Sources (Uses)										
Transfers Out	(11,172,203)	(1,705,078)	(1,736,653)	(1,768,960)	(1,800,966)	(1,828,402)	(1,856,529)	(1,885,366)	(1,914,934)	(1,945,254)
Total other financing sources (uses)	**(11,172,203)**	**(1,705,078)**	**(1,736,653)**	**(1,768,960)**	**(1,800,966)**	**(1,828,402)**	**(1,856,529)**	**(1,885,366)**	**(1,914,934)**	**(1,945,254)**
Total Cost of Service	**60,035,547**	**60,908,169**	**72,665,195**	**82,217,715**	**93,546,030**	**105,778,658**	**117,407,616**	**131,357,562**	**144,599,388**	**157,075,164**
Working Capital, End of Year	**19,757,803**	**23,192,014**	**30,425,479**	**37,733,543**	**45,903,807**	**53,589,429**	**62,399,157**	**72,628,004**	**84,234,467**	**96,755,187**
Ending Balance Target = > 40% of Expenditures	**40%**	**39%**	**43%**	**47%**	**50%**	**52%**	**54%**	**56%**	**59%**	**62%**

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CITY OF CELINA

WATER/WASTEWATER COST OF SERVICE MODEL

Water Summary
Scenario: 2026 02 17 -- Debt A ($316.05M)

1 Water Monthly Rates and Charges

			Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
WI1	**Residential Inside**												
	Monthly Minimum Charge												
	Base Charge	3/4"	$ 24.56	$ 24.56	$ 25.54	$ 26.56	$ 27.89	$ 29.29	$ 31.04	$ 33.53	$ 36.21	$ 38.38	$ 40.30
		1"	41.30	41.30	42.95	44.67	46.90	49.25	52.20	56.38	60.89	64.54	67.77
		1 1/2"	82.61	82.61	85.91	89.35	93.82	98.51	104.42	112.77	121.80	129.10	135.56
		2"	132.18	132.18	137.47	142.97	150.11	157.62	167.08	180.44	194.88	206.57	216.90
	Volume Rate/1,000 Gal												
	2,001	10,000	$ 5.37	$ 5.37	$ 5.58	$ 5.81	$ 6.10	$ 6.40	$ 6.79	$ 7.33	$ 7.92	$ 8.39	$ 8.81
	10,001	20,000	8.13	8.13	8.46	8.79	9.23	9.69	10.28	11.10	11.99	12.71	13.34
	20,001	30,000	9.57	9.57	9.95	10.35	10.87	11.41	12.10	13.06	14.11	14.96	15.70
	30,001	Above	13.81	13.81	14.36	14.94	15.68	16.47	17.46	18.85	20.36	21.58	22.66
WO1	**Residential Outside**												
	Monthly Minimum Charge												
	Base Charge	3/4"	$ 36.84	$ 36.84	$ 38.31	$ 39.85	$ 41.84	$ 43.93	$ 46.57	$ 50.29	$ 54.31	$ 57.57	$ 60.45
		1"	61.95	61.95	64.43	67.01	70.36	73.87	78.31	84.57	91.34	96.82	101.66
		1 1/2"	123.92	123.92	128.88	134.03	140.73	147.77	156.64	169.17	182.70	193.66	203.35
		2"	198.27	198.27	206.20	214.45	225.17	236.43	250.62	270.66	292.32	309.86	325.35
	Volume Rate/1,000 Gal												
	2,001	10,000	$ 8.05	$ 8.05	$ 8.37	$ 8.71	$ 9.14	$ 9.60	$ 10.18	$ 10.99	$ 11.87	$ 12.58	$ 13.21
	10,001	20,000	12.19	12.19	12.68	13.18	13.84	14.54	15.41	16.64	17.97	19.05	20.00
	20,001	30,000	14.35	14.35	14.92	15.52	16.30	17.11	18.14	19.59	21.16	22.43	23.55
	30,001	Above	20.72	20.72	21.55	22.41	23.53	24.71	26.19	28.29	30.55	32.38	34.00
WI2	**Commercial Inside**												
	Monthly Minimum Charge												
		3/4"	$ 29.50	$ 29.50	$ 30.68	$ 31.91	$ 33.50	$ 35.18	$ 37.29	$ 40.27	$ 43.49	$ 46.10	$ 48.41
		1"	51.63	51.63	53.70	55.84	58.64	61.57	65.26	70.48	76.12	80.69	84.72
		1 1/2"	103.27	103.27	107.40	111.70	117.28	123.15	130.53	140.98	152.26	161.39	169.46
		2"	165.22	165.22	171.83	178.70	187.64	197.02	208.84	225.55	243.59	258.21	271.12
		3"	247.83	247.83	257.74	268.05	281.46	295.53	313.26	338.32	365.39	387.31	406.68
		4"	413.05	413.05	429.57	446.75	469.09	492.55	522.10	563.87	608.98	645.52	677.79
		6"	843.13	843.13	876.86	911.93	957.53	1,005.40	1,065.73	1,150.98	1,243.06	1,317.65	1,383.53
		8"	1,636.58	1,636.58	1,702.04	1,770.12	1,858.63	1,951.56	2,068.66	2,234.15	2,412.88	2,557.65	2,685.54
	Volume Rate/1,000 Gal												
	2,001	10,000	$ 5.37	$ 5.37	$ 5.58	$ 5.81	$ 6.10	$ 6.40	$ 6.79	$ 7.33	$ 7.92	$ 8.39	$ 8.81
	10,001	20,000	8.13	8.13	8.46	8.79	9.23	9.69	10.28	11.10	11.99	12.71	13.34
	20,001	30,000	9.57	9.57	9.95	10.35	10.87	11.41	12.10	13.06	14.11	14.96	15.70
	30,001	Above	13.81	13.81	14.36	14.94	15.68	16.47	17.46	18.85	20.36	21.58	22.66

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			Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
WO2	**Commercial Outside**												
	Monthly Minimum Charge												
		3/4"	$ 44.25	$ 44.25	$ 46.02	$ 47.86	$ 50.25	$ 52.77	$ 55.93	$ 60.41	$ 65.24	$ 69.15	$ 72.61
		1"	77.45	77.45	80.55	83.77	87.96	92.36	97.90	105.73	114.19	121.04	127.09
		1 1/2"	154.90	154.90	161.10	167.54	175.92	184.71	195.80	211.46	228.38	242.08	254.18
		2"	247.84	247.84	257.75	268.06	281.47	295.54	313.27	338.33	365.40	387.33	406.69
		3"	371.74	371.74	386.61	402.07	422.18	443.29	469.88	507.47	548.07	580.96	610.00
		4"	619.58	619.58	644.36	670.14	703.64	738.83	783.16	845.81	913.47	968.28	1,016.70
		6"	-	-	1,315.28	1,367.89	1,436.29	1,508.10	1,598.59	1,726.48	1,864.59	1,976.47	2,075.29
		8"	-	-	2,553.06	2,655.19	2,787.95	2,927.34	3,102.98	3,351.22	3,619.32	3,836.48	4,028.30
	Volume Rate/1,000 Gal												
	2,001	10,000	$ 8.05	$ 8.05	$ 8.37	$ 8.71	$ 9.14	$ 9.60	$ 10.18	$ 10.99	$ 11.87	$ 12.58	$ 13.21
	10,001	20,000	12.19	12.19	12.68	13.18	13.84	14.54	15.41	16.64	17.97	19.05	20.00
	20,001	30,000	14.35	14.35	14.92	15.52	16.30	17.11	18.14	19.59	21.16	22.43	23.55
	30,001	Above	20.72	20.72	21.55	22.41	23.53	24.71	26.19	28.29	30.55	32.38	34.00
WI4	**Fire Hydrant Inside**												
	Monthly Minimum Charge												
		3/4"	$ 29.50	$ 29.50	$ 30.68	$ 31.91	$ 33.50	$ 35.18	$ 37.29	$ 40.27	$ 43.49	$ 46.10	$ 48.41
		1"	51.63	51.63	53.70	55.84	58.64	61.57	65.26	70.48	76.12	80.69	84.72
		1 1/2"	103.27	103.27	107.40	111.70	117.28	123.15	130.53	140.98	152.26	161.39	169.46
		2"	165.22	165.22	171.83	178.70	187.64	197.02	208.84	225.55	243.59	258.21	271.12
		3"	247.83	247.83	257.74	268.05	281.46	295.53	313.26	338.32	365.39	387.31	406.68
		4"	413.05	413.05	429.57	446.75	469.09	492.55	522.10	563.87	608.98	645.52	677.79
		6"	843.13	843.13	876.86	911.93	957.53	1,005.40	1,065.73	1,150.98	1,243.06	1,317.65	1,383.53
		8"	1,636.58	1,636.58	1,702.04	1,770.12	1,858.63	1,951.56	2,068.66	2,234.15	2,412.88	2,557.65	2,685.54
	Volume Rate/1,000 Gal												
	2,001	10,000	$ 5.37	$ 5.37	$ 5.58	$ 5.81	$ 6.10	$ 6.40	$ 6.79	$ 7.33	$ 7.92	$ 8.39	$ 8.81
	10,001	20,000	8.13	8.13	8.46	8.79	9.23	9.69	10.28	11.10	11.99	12.71	13.34
	20,001	30,000	9.57	9.57	9.95	10.35	10.87	11.41	12.10	13.06	14.11	14.96	15.70
	30,001	Above	13.81	13.81	14.36	14.94	15.68	16.47	17.46	18.85	20.36	21.58	22.66
WI5	**Fire Hydrant Outside**												
	Monthly Minimum Charge												
		3/4"	$ 44.25	$ 44.25	$ 46.02	$ 47.86	$ 50.25	$ 52.77	$ 55.93	$ 60.41	$ 65.24	$ 69.15	$ 72.61
		1"	77.45	77.45	80.55	83.77	87.96	92.36	97.90	105.73	114.19	121.04	127.09
		1 1/2"	154.90	154.90	161.10	167.54	175.92	184.71	195.80	211.46	228.38	242.08	254.18
		2"	247.84	247.84	257.75	268.06	281.47	295.54	313.27	338.33	365.40	387.33	406.69
		3"	371.74	371.74	386.61	402.07	422.18	443.29	469.88	507.47	548.07	580.96	610.00
		4"	619.58	619.58	644.36	670.14	703.64	738.83	783.16	845.81	913.47	968.28	1,016.70
		6"	-	-	-	-	-	-	-	-	-	-	-
		8"	-	-	-	-	-	-	-	-	-	-	-
	Volume Rate/1,000 Gal												
	2,001	10,000	$ 8.05	$ 8.05	$ 8.37	$ 8.71	$ 9.14	$ 9.60	$ 10.18	$ 10.99	$ 11.87	$ 12.58	$ 13.21
	10,001	20,000	12.19	12.19	12.68	13.18	13.84	14.54	15.41	16.64	17.97	19.05	20.00
	20,001	30,000	14.35	14.35	14.92	15.52	16.30	17.11	18.14	19.59	21.16	22.43	23.55
	30,001	Above	20.72	20.72	21.55	22.41	23.53	24.71	26.19	28.29	30.55	32.38	34.00

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			Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
WI6	**FH Admin Fee**												
	Monthly Minimum Charge												
		All Meter Sizes	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
		1"	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
		1 1/2"	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
		2"	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
		3"	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
		4"	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
		6"	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
2.1	**Residential Monthly Charge 3/4"**												
	Gallons												
	5,000 Gallons	Total	$ 40.67	$ 40.67	$ 42.30	$ 43.99	$ 46.19	$ 48.50	$ 51.41	$ 55.52	$ 59.96	$ 63.56	$ 66.74
		Dollar Inc		-	1.63	1.69	2.20	2.31	2.91	4.11	4.44	3.60	3.18
		Percent Inc		0.0%	4.0%	4.0%	5.0%	5.0%	6.0%	8.0%	8.0%	6.0%	5.0%
	10,000 Gallons	Total	67.52	67.52	70.22	73.03	76.68	80.52	85.35	92.17	99.55	105.52	110.80
		Dollar Inc		-	2.70	2.81	3.65	3.83	4.83	6.83	7.37	5.97	5.28
		Percent Inc		0.0%	4.0%	4.0%	5.0%	5.0%	6.0%	8.0%	8.0%	6.0%	5.0%
	20,000 Gallons	Total	148.82	148.82	154.77	160.96	169.01	177.46	188.11	203.16	219.41	232.58	244.21
		Dollar Inc		-	5.95	6.19	8.05	8.45	10.65	15.05	16.25	13.16	11.63
		Percent Inc		0.0%	4.0%	4.0%	5.0%	5.0%	6.0%	8.0%	8.0%	6.0%	5.0%
	30,000 Gallons	Total	244.52	244.52	254.30	264.47	277.70	291.58	309.08	333.80	360.51	382.14	401.24
		Dollar Inc		-	9.78	10.17	13.22	13.88	17.49	24.73	26.70	21.63	19.11
		Percent Inc		0.0%	4.0%	4.0%	5.0%	5.0%	6.0%	8.0%	8.0%	6.0%	5.0%
2.2	**Commercial Monthly Charge -- 1 1/2" Meter**												
	30,000 Gallons	Total	323.23	323.23	336.16	349.61	367.09	385.44	408.57	441.25	476.55	505.15	530.40
		Dollar Inc		-	12.93	13.45	17.48	18.35	23.13	32.69	35.30	28.59	25.26
		Percent Inc		0.0%	4.0%	4.0%	5.0%	5.0%	6.0%	8.0%	8.0%	6.0%	5.0%
	60,000 Gallons	Total	737.53	737.53	767.03	797.71	837.60	879.48	932.25	1,006.83	1,087.37	1,152.61	1,210.25
		Dollar Inc		-	29.50	30.68	39.89	41.88	52.77	74.58	80.55	65.24	57.63
		Percent Inc		0.0%	4.0%	4.0%	5.0%	5.0%	6.0%	8.0%	8.0%	6.0%	5.0%
3	**Total Accounts**												
	Total Accounts			**19,433**	**21,579**	**24,133**	**26,685**	**29,440**	**32,201**	**34,768**	**37,341**	**39,921**	**42,509**
	New Accounts				2,146	2,554	2,551	2,756	2,761	2,567	2,573	2,580	2,588
	Avg. Annual Growth Rate				11.0%	11.8%	10.6%	10.3%	9.4%	8.0%	7.4%	6.9%	6.5%

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		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
4	**Annual Water Consumption**											
W.1	Residential Inside		1,517,860,424	1,715,519,951	1,920,409,121	2,125,298,292	2,347,261,560	2,569,224,828	2,774,113,998	2,979,003,169	3,183,892,339	3,388,781,510
W.3	Commercial Inside		521,034,289	598,307,824	679,597,124	755,093,868	831,747,251	909,468,554	988,181,698	1,067,820,723	1,148,327,895	1,229,652,258
W.5	Municipal		71,786,644	80,435,637	90,126,678	100,985,314	113,152,219	126,785,016	142,060,320	159,176,021	178,353,855	199,842,271
W.6	Fire Hydrant Inside		145,381,190	157,914,051	171,527,331	186,314,170	202,375,736	219,821,921	238,772,086	259,355,887	281,714,153	305,999,855
W.7	Fire Hydrant Outside		550,800	660,960	793,152	951,782	1,142,139	1,370,567	1,644,680	1,973,616	2,368,339	2,842,007
W.8	FH Admin Fee		-	-	-	-	-	-	-	-	-	-
W.2	Residential Outside		1,730,600	1,730,600	1,730,600	1,730,600	1,730,600	1,730,600	1,730,600	1,730,600	1,730,600	1,730,600
W.4	Commercial Outside		3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300
	Total System		**2,258,347,247**	**2,554,572,322**	**2,864,187,306**	**3,170,377,326**	**3,497,412,805**	**3,828,404,786**	**4,146,506,682**	**4,469,063,316**	**4,796,390,481**	**5,128,851,802**
				13.1%	12.1%	10.7%	10.3%	9.5%	8.3%	7.8%	7.3%	6.9%
5	**Revenues and Expenses -- CASH BASIS**											
5.1	**Water Revenues**											
	Water Rate Revenue											
WI1	Residential Inside		$ 15,392,781	$ 17,690,663	$ 20,663,397	$ 23,943,372	$ 27,831,145	$ 32,178,644	$ 37,184,808	$ 43,181,577	$ 49,497,428	$ 55,671,710
WI2	Commercial Inside		7,505,845	8,725,621	10,270,164	11,885,708	13,715,513	15,778,731	18,286,528	21,304,633	24,505,651	27,662,335
WI3	Municipal		-	-	-	-	-	-	-	-	-	-
WI4	Fire Hydrant Inside		2,266,134	2,502,515	2,826,979	3,206,599	3,657,182	4,188,104	4,861,300	5,702,808	6,636,032	7,609,530
WI5	Fire Hydrant Outside		31,265	38,144	47,603	59,652	75,162	95,091	121,939	158,033	203,159	257,367
WI6	FH Admin Fee		79,200	86,437	94,380	103,106	112,703	123,268	134,914	147,768	161,974	177,699
WO1	Residential Outside		22,102	22,471	23,370	24,404	25,624	27,015	28,869	31,178	33,401	35,261
WO2	Commercial Outside		531	540	561	586	616	649	694	749	802	847
	Sub-Total		25,297,858	29,066,390	33,926,454	39,223,428	45,417,944	52,391,501	60,619,052	70,526,745	81,038,447	91,414,750
	IF Contribution		-	-	2,875,000	2,875,000	3,000,000	2,750,000	2,750,000	2,625,000	1,625,000	-
	Connection Fees		5,820,000	5,820,000	6,928,570	6,917,165	7,471,128	7,480,710	6,946,038	6,958,029	6,971,462	6,986,525
	Non-Rate Revenues		3,265,213	3,277,713	2,890,213	2,890,213	2,890,213	2,890,213	2,890,213	2,890,213	2,890,213	2,890,213
	Sub-Total		9,085,213	9,097,713	12,693,783	12,682,378	13,361,341	13,120,923	12,586,251	12,473,242	11,486,675	9,876,738
	Total Revenues		**34,383,071**	**38,164,103**	**46,620,237**	**51,905,806**	**58,779,285**	**65,512,424**	**73,205,302**	**82,999,987**	**92,525,122**	**101,291,488**
	Water Cost of Service											
	DEPT/DIV CODE											
24	Utility Billing		916,611	993,460	1,117,012	1,202,852	1,292,902	1,340,912	1,390,825	1,442,719	1,496,678	1,552,790
21	Water Operations		6,474,728	7,243,134	8,104,739	9,197,716	10,201,351	10,985,210	11,792,293	12,653,721	13,573,931	14,557,807
UTRWD-W	Upper Trinity Regional Water District- Water		11,404,508	12,992,157	15,352,355	18,508,464	20,610,952	24,537,643	28,281,423	32,430,975	37,023,621	42,099,613
	Total		18,795,847	21,228,751	24,574,106	28,909,031	32,105,204	36,863,765	41,464,541	46,527,415	52,094,230	58,210,210
	COST CENTER CODE											
2	Contractual		714,846	739,518	765,166	791,636	819,242	847,828	877,222	907,664	939,197	971,865
3	Materials & Supplies		2,433,272	2,732,367	3,090,564	3,467,988	3,888,970	4,333,649	4,779,641	5,250,702	5,748,289	6,273,959
4	Operations		556,008	662,462	784,934	921,379	1,079,602	1,257,791	1,453,110	1,672,564	1,918,972	2,195,485
5	Utilities		633,205	659,790	687,552	716,544	746,825	778,454	811,493	846,007	882,065	919,738
6	Administration		-	-	-	-	-	-	-	-	-	-
UTRWD-W	Upper Trinity Regional Water District- Water		11,404,508	12,992,157	15,352,355	18,508,464	20,610,952	24,537,643	28,281,423	32,430,975	37,023,621	42,099,613
	Total		18,795,847	21,228,751	24,574,106	28,909,031	32,105,204	36,863,765	41,464,541	46,527,415	52,094,230	58,210,210

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		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
5.2	**Total Operating Expenses**		**18,795,847**	**21,228,751**	**24,574,106**	**28,909,031**	**32,105,204**	**36,863,765**	**41,464,541**	**46,527,415**	**52,094,230**	**58,210,210**
5.3	**Capital Outlays**		**225,952**	**232,731**	**239,712**	**246,904**	**254,311**	**261,940**	**269,799**	**277,892**	**286,229**	**294,816**
5.4	**Transfers**		**6,658,018**	**946,991**	**963,596**	**980,569**	**997,285**	**1,011,168**	**1,025,388**	**1,039,954**	**1,054,875**	**1,070,163**
5.5	**Net Revenues for Debt Service and Coverage**		**8,703,253**	**15,755,631**	**20,842,822**	**21,769,302**	**25,422,485**	**27,375,551**	**30,445,575**	**35,154,727**	**39,089,787**	**41,716,298**
	Debt Service											
	Debt Service -- Current		9,843,259	9,480,480	9,721,505	9,719,759	10,632,609	10,636,822	10,640,796	10,617,962	10,604,538	10,544,637
	Debt Service -- Future		-	3,275,566	5,362,123	9,105,268	11,540,300	14,249,023	17,588,196	21,006,992	24,377,496	26,975,930
5.6	**Total Debt Service**		**9,843,259**	**12,756,046**	**15,083,628**	**18,825,027**	**22,172,909**	**24,885,846**	**28,228,991**	**31,624,954**	**34,982,034**	**37,520,567**
5.7	**Total Cost of Service**		**35,523,076**	**35,164,518**	**40,861,042**	**48,961,531**	**55,529,709**	**63,022,719**	**70,988,719**	**79,470,215**	**88,417,368**	**97,095,757**
5.8	**Net Revenues for Contingency and Coverage**		**(1,140,005)**	**2,999,585**	**5,759,194**	**2,944,275**	**3,249,577**	**2,489,705**	**2,216,584**	**3,529,773**	**4,107,753**	**4,195,731**
	Percent of COS		-3.3%	7.9%	12.4%	5.7%	5.5%	3.8%	3.0%	4.3%	4.4%	4.1%
	Debt Coverage											
	Excluding CO/Transfers		**1.58**	**1.33**	**1.46**	**1.22**	**1.20**	**1.15**	**1.12**	**1.15**	**1.16**	**1.15**
	All-Inclusive		**0.88**	**1.24**	**1.38**	**1.16**	**1.15**	**1.10**	**1.08**	**1.11**	**1.12**	**1.11**

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CITY OF CELINA

WATER/WASTEWATER COST OF SERVICE MODEL

Wastewater Summary

Scenario: 2026 02 17 -- Debt A ($316.05M)

				Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
1	**Wastewater Monthly Rates and Charges**													
WWI1	**Residential Inside**													
	Monthly Minimum Charge		3/4"	$ 25.54	$ 25.54	$ 26.56	$ 27.62	$ 28.73	$ 29.88	$ 31.07	$ 32.32	$ 33.61	$ 34.95	$ 36.00
			1"	45.90	45.90	47.74	49.65	51.63	53.70	55.84	58.08	60.40	62.82	64.70
			1 1/2"	85.66	85.66	89.09	92.65	96.36	100.21	104.22	108.39	112.72	117.23	120.75
			2"	146.85	146.85	152.72	158.83	165.19	171.79	178.67	185.81	193.24	200.97	207.00
		-	5,000	6.37	6.37	6.62	6.89	7.17	7.45	7.75	8.06	8.38	8.72	8.98
		5,001	Above	7.88	7.88	8.20	8.52	8.86	9.22	9.59	9.97	10.37	10.78	11.11
WWO1	**Residential Outside**													
	Monthly Minimum Charge													
			3/4"	$ 38.32	$ 38.32	$ 39.85	$ 41.45	$ 43.10	$ 44.83	$ 46.62	$ 48.49	$ 50.43	$ 52.44	$ 54.02
			1"	68.84	68.84	71.59	74.46	77.44	80.53	83.75	87.10	90.59	94.21	97.04
			1 1/2"	128.49	128.49	133.63	138.97	144.53	150.32	156.33	162.58	169.08	175.85	181.12
			2"	220.27	220.27	229.08	238.24	247.77	257.68	267.99	278.71	289.86	301.45	310.50
		-	5,000	$ 9.55	$ 9.55	$ 9.93	$ 10.33	$ 10.74	$ 11.17	$ 11.62	$ 12.08	$ 12.57	$ 13.07	$ 13.46
		5,001	Above	11.82	11.82	12.29	12.78	13.30	13.83	14.38	14.96	15.55	16.18	16.66
WWI2	**Commercial Inside**													
	Monthly Minimum Charge		3/4"	30.59	30.59	31.81	33.09	34.41	35.79	37.22	38.71	40.25	41.86	43.12
			1"	57.37	57.37	59.66	62.05	64.53	67.11	69.80	72.59	75.50	78.51	80.87
			1 1/2"	107.08	107.08	111.36	115.82	120.45	125.27	130.28	135.49	140.91	146.55	150.94
			2"	183.56	183.56	190.90	198.54	206.48	214.74	223.33	232.26	241.55	251.21	258.75
			3"	256.96	256.96	267.24	277.93	289.05	300.61	312.63	325.14	338.14	351.67	362.22
			4"	458.90	458.90	477.26	496.35	516.20	536.85	558.32	580.65	603.88	628.04	646.88
			6"	917.80	917.80	954.51	992.69	1,032.40	1,073.70	1,116.64	1,161.31	1,207.76	1,256.07	1,293.75
			8"	1,835.60	1,835.60	1,909.02	1,985.38	2,064.80	2,147.39	2,233.29	2,322.62	2,415.52	2,512.15	2,587.51
		2,001	Above	6.94	6.94	7.47	8.02	8.59	9.22	9.59	9.97	10.37	10.78	11.11

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				Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
WWO2	**Commercial Outside**													
	Monthly Minimum Charge	3/4"		45.89	45.89	47.73	49.63	51.62	53.68	55.83	58.07	60.39	62.80	64.69
		1"		86.06	86.06	89.50	93.08	96.81	100.68	104.71	108.89	113.25	117.78	121.31
		1 1/2"		160.63	160.63	167.06	173.74	180.69	187.91	195.43	203.25	211.38	219.83	226.43
		2"		275.34	275.34	286.35	297.81	309.72	322.11	334.99	348.39	362.33	376.82	388.13
		3"		-	-	400.86	416.89	433.57	450.91	468.95	487.70	507.21	527.50	543.33
		4"		688.36	688.36	715.89	744.53	774.31	805.28	837.50	870.99	905.83	942.07	970.33
		6"		-	-	1,431.77	1,489.04	1,548.60	1,610.54	1,674.97	1,741.96	1,811.64	1,884.11	1,940.63
		8"		-	-	2,863.54	2,978.08	3,097.20	3,221.09	3,349.93	3,483.93	3,623.29	3,768.22	3,881.26
	2,001	Above		10.41	10.41	11.20	12.02	12.88	13.83	14.38	14.96	15.55	16.18	16.66
2.1	**Residential Monthly Charge 3/4"**													
	5,000 Gallons	Total		$ 57.39	$ 57.39	$ 59.69	$ 62.07	$ 64.56	$ 67.14	$ 69.82	$ 72.62	$ 75.52	$ 78.54	$ 80.90
		Dollar Inc			-	2.30	2.39	2.48	2.58	2.69	2.79	2.90	3.02	2.36
		Percent Inc			0.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	3.0%
	10,000 Gallons	Total		96.79	96.79	100.66	104.69	108.88	113.23	117.76	122.47	127.37	132.46	136.44
		Dollar Inc			-	3.87	4.03	4.19	4.36	4.53	4.71	4.90	5.09	3.97
		Percent Inc			0.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	3.0%
2.2	**Commercial Monthly Bill -- 1 1/2" Meter**													
	30,000 Gallons	Total		301.40	301.40	320.46	340.27	360.89	383.39	398.72	414.67	431.26	448.51	461.96
		Dollar Inc			-	19.06	19.82	20.61	22.50	15.34	15.95	16.59	17.25	13.46
		Percent Inc			0.0%	6.3%	6.2%	6.1%	6.2%	4.0%	4.0%	4.0%	4.0%	3.0%
	60,000 Gallons	Total		509.60	509.60	544.48	580.76	618.49	659.94	686.34	713.79	742.34	772.04	795.20
		Dollar Inc			-	34.88	36.28	37.73	41.45	26.40	27.45	28.55	29.69	23.16
		Percent Inc			0.0%	6.8%	6.7%	6.5%	6.7%	4.0%	4.0%	4.0%	4.0%	3.0%
3	**Total Accounts**													
	Total Accounts				**18,072**	**20,184**	**22,700**	**25,209**	**27,918**	**30,627**	**33,136**	**35,645**	**38,154**	**40,663**
	New Accounts					2,112	2,516	2,509	2,709	2,709	2,509	2,509	2,509	2,509
	Avg. Annual Growth Rate					11.69%	12.47%	11.05%	10.75%	9.70%	8.19%	7.57%	7.04%	6.58%
4	**Annual Wastewater Billing Units**													
WWI1	Residential Inside				1,129,788,000	1,259,388,000	1,414,908,000	1,570,428,000	1,738,908,000	1,907,388,000	2,062,908,000	2,218,428,000	2,373,948,000	2,529,468,000
WWO1	Residential Outside				75,600	75,600	75,600	75,600	75,600	75,600	75,600	75,600	75,600	75,600
WWI2	Commercial Inside				224,492,821	283,214,754	346,304,072	405,337,064	466,052,387	528,279,116	591,877,856	656,732,753	722,745,995	789,833,903
WWO2	Commercial Outside				-	-	-	-	-	-	-	-	-	-
WW.5	Municipal				-	-	-	-	-	-	-	-	-	-
	Total System				**1,354,356,421**	**1,542,678,354**	**1,761,287,672**	**1,975,840,664**	**2,205,035,987**	**2,435,742,716**	**2,654,861,456**	**2,875,236,353**	**3,096,769,595**	**3,319,377,503**

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		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
5	**Revenues and Expenses -- CASH BASIS**											
5.1	**Wastewater Revenues**											
	Wastewater Rate Revenue											
WWI1	Residential Inside		$ 16,376,551	$ 18,680,616	$ 21,897,841	$ 25,342,555	$ 29,250,439	$ 33,430,406	$ 37,657,173	$ 42,168,593	$ 46,980,675	$ 51,896,688
WWO1	Residential Outside		1,199	1,219	1,268	1,318	1,371	1,426	1,483	1,542	1,604	1,661
WWI2	Commercial Inside		2,492,413	3,145,755	4,005,522	4,911,586	5,930,534	7,015,360	8,113,872	9,301,774	10,583,937	11,916,535
WWO2	Commercial Outside		-	-	-	-	-	-	-	-	-	-
WW.5	Municipal		-	-	-	-	-	-	-	-	-	-
	Sub-Total		**18,870,163**	**21,827,590**	**25,904,631**	**30,255,459**	**35,182,344**	**40,447,192**	**45,772,528**	**51,471,909**	**57,566,217**	**63,814,884**
	IF Contribution		-	-	2,875,000	2,875,000	3,000,000	2,750,000	2,750,000	2,625,000	1,625,000	-
	Connection Fees		2,800,000	2,800,000	3,335,606	3,326,326	3,591,477	3,591,477	3,326,326	3,326,326	3,326,326	3,326,326
	Non-Rate Revenues		1,538,187	1,550,687	1,163,187	1,163,187	1,163,187	1,163,187	1,163,187	1,163,187	1,163,187	1,163,187
	Sub-Total		4,338,187	4,350,687	7,373,793	7,364,513	7,754,664	7,504,664	7,239,513	7,114,513	6,114,513	4,489,513
	Total Revenues		**23,208,350**	**26,178,277**	**33,278,424**	**37,619,972**	**42,937,008**	**47,951,856**	**53,012,041**	**58,586,422**	**63,680,730**	**68,304,396**
	Wastewater Cost of Service											
	DEPT/DIV CODE											
24	Utility Billing		858,245	930,201	1,045,886	1,126,259	1,210,575	1,255,529	1,302,263	1,350,853	1,401,377	1,453,916
22	WW Collections		1,948,137	2,192,823	2,581,350	3,090,071	3,419,726	3,613,491	3,811,166	4,696,551	4,985,377	5,287,911
25	WW Treatment		1,681,251	1,718,192	1,754,458	1,791,644	1,828,953	1,863,067	1,898,099	1,934,079	1,971,033	2,008,990
UTRWD-S	Upper Trinity Regional Water District- Sewer		8,475,825	11,910,330	15,336,712	16,012,545	17,747,297	19,820,305	21,902,741	24,253,197	25,881,474	27,677,838
	Total		**12,963,458**	**16,751,546**	**20,718,407**	**22,020,519**	**24,206,552**	**26,552,392**	**28,914,269**	**32,234,680**	**34,239,261**	**36,428,655**
	COST CENTER CODE											
1	Personnel Svcs		2,435,083	2,684,311	3,032,959	3,406,206	3,698,737	3,808,642	3,921,838	4,038,425	4,158,505	4,282,182
2	Contractual		817,108	845,455	903,086	981,943	1,025,741	1,069,643	1,114,267	1,402,960	1,477,621	1,555,855
3	Materials & Supplies		191,320	213,525	260,122	322,890	360,851	400,704	441,012	665,277	729,503	797,141
4	Operations		359,223	385,735	445,031	526,744	572,735	620,212	668,226	973,628	1,054,157	1,138,929
5	Utilities		653,648	680,001	707,341	736,040	766,018	796,656	828,870	862,756	898,411	935,934
6	Administration		31,252	32,190	33,155	34,150	35,174	36,230	37,317	38,436	39,589	40,777
UTRWD-S	Upper Trinity Regional Water District- Sewer		8,475,825	11,910,330	15,336,712	16,012,545	17,747,297	19,820,305	21,902,741	24,253,197	25,881,474	27,677,838
	Total		**12,963,458**	**16,751,546**	**20,718,407**	**22,020,519**	**24,206,552**	**26,552,392**	**28,914,269**	**32,234,680**	**34,239,261**	**36,428,655**

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		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
5.2	**Total Operating Expenses**		**12,963,458**	**16,751,546**	**20,718,407**	**22,020,519**	**24,206,552**	**26,552,392**	**28,914,269**	**32,234,680**	**34,239,261**	**36,428,655**
5.3	**Capital Outlays**		**279,000**	**287,370**	**295,991**	**304,871**	**314,017**	**323,437**	**333,141**	**343,135**	**353,429**	**364,032**
5.4	**Transfers**		**4,514,185**	**758,087**	**773,057**	**788,391**	**803,681**	**817,234**	**831,141**	**845,413**	**860,059**	**875,090**
5.5	**Net Revenues for Debt Service and Coverage**		**5,451,708**	**8,381,274**	**11,490,968**	**14,506,191**	**17,612,758**	**20,258,793**	**22,933,490**	**25,163,195**	**28,227,981**	**30,636,620**
	Debt Service											
	Debt Service -- Current		6,755,828	6,506,839	6,672,264	6,671,066	7,297,591	7,300,484	7,303,210	7,287,539	7,278,325	7,237,213
	Debt Service -- Future		-	1,439,809	3,344,433	3,471,336	5,394,479	7,762,391	9,037,135	11,176,582	13,450,946	15,074,418
5.6	**Total Debt Service**		**6,755,828**	**7,946,648**	**10,016,697**	**10,142,402**	**12,692,070**	**15,062,875**	**16,340,346**	**18,464,120**	**20,729,272**	**22,311,631**
5.7	**Total Cost of Service**		**24,512,471**	**25,743,651**	**31,804,153**	**33,256,184**	**38,016,321**	**42,755,939**	**46,418,897**	**51,887,348**	**56,182,020**	**59,979,408**
5.8	**Net Revenues for Contingency and Coverage**		**(1,304,121)**	**434,626**	**1,474,271**	**4,363,789**	**4,920,687**	**5,195,918**	**6,593,144**	**6,699,074**	**7,498,710**	**8,324,989**
	Percent of COS		-5.6%	1.7%	4.4%	11.6%	11.5%	10.8%	12.4%	11.4%	11.8%	12.2%
	Debt Coverage											
	Excluding CO/Transfers		**1.52**	**1.19**	**1.25**	**1.54**	**1.48**	**1.42**	**1.47**	**1.43**	**1.42**	**1.43**
	All-Inclusive		**0.81**	**1.05**	**1.15**	**1.43**	**1.39**	**1.34**	**1.40**	**1.36**	**1.36**	**1.37**

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

SCENARIO | 2026 02 17 -- Debt A ($316.05M)

				Current	EFFECTIVE Apr-26	EFFECTIVE Apr-27	EFFECTIVE Apr-28	EFFECTIVE Apr-29	EFFECTIVE Apr-30
1	**MONTHLY RATES AND CHARGES | WATER**								
WI1	**Residential Inside**								
	Monthly Minimum Charge								
		3/4"	**$**	**24.56**	$ 24.56	$ 25.54	$ 26.56	$ 27.89	$ 29.29
		1"		**41.30**	41.30	42.95	44.67	46.90	49.25
		1 1/2"		**82.61**	82.61	85.91	89.35	93.82	98.51
		2"		**132.18**	132.18	137.47	142.97	150.11	157.62
	Volume Rate/1,000 Gal								
	2,001	10,000	**$**	**5.37**	$ 5.37	$ 5.58	$ 5.81	$ 6.10	$ 6.40
	10,001	20,000		**8.13**	8.13	8.46	8.79	9.23	9.69
	20,001	30,000		**9.57**	9.57	9.95	10.35	10.87	11.41
	30,001	Above		**13.81**	13.81	14.36	14.94	15.68	16.47
WO1	**Residential Outside**								
	Monthly Minimum Charge								
		3/4"	**$**	**36.84**	$ 36.84	$ 38.31	$ 39.85	$ 41.84	$ 43.93
		1"		**61.95**	61.95	64.43	67.01	70.36	73.87
		1 1/2"		**123.92**	123.92	128.88	134.03	140.73	147.77
		2"		**198.27**	198.27	206.20	214.45	225.17	236.43
	Volume Rate/1,000 Gal								
	2,001	10,000	**$**	**8.05**	$ 8.05	$ 8.37	$ 8.71	$ 9.14	$ 9.60
	10,001	20,000		**12.19**	12.19	12.68	13.18	13.84	14.54
	20,001	30,000		**14.35**	14.35	14.92	15.52	16.30	17.11
	30,001	Above		**20.72**	20.72	21.55	22.41	23.53	24.71

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			Current	EFFECTIVE Apr-26	EFFECTIVE Apr-27	EFFECTIVE Apr-28	EFFECTIVE Apr-29	EFFECTIVE Apr-30
WI2	**Commercial Inside**							
	Monthly Minimum Charge							
		3/4"	**$ 29.50**	$ 29.50	$ 30.68	$ 31.91	$ 33.50	$ 35.18
		1"	**51.63**	51.63	53.70	55.84	58.64	61.57
		1 1/2"	**103.27**	103.27	107.40	111.70	117.28	123.15
		2"	**165.22**	165.22	171.83	178.70	187.64	197.02
		3"	**247.83**	247.83	257.74	268.05	281.46	295.53
		4"	**413.05**	413.05	429.57	446.75	469.09	492.55
		6"	**843.13**	843.13	876.86	911.93	957.53	1,005.40
		8"	**1,636.58**	1,636.58	1,702.04	1,770.12	1,858.63	1,951.56
	Volume Rate/1,000 Gal							
	2,001	10,000	**$ 5.37**	$ 5.37	$ 5.58	$ 5.81	$ 6.10	$ 6.40
	10,001	20,000	**8.13**	8.13	8.46	8.79	9.23	9.69
	20,001	30,000	**9.57**	9.57	9.95	10.35	10.87	11.41
	30,001	Above	**13.81**	13.81	14.36	14.94	15.68	16.47
WO2	**Commercial Outside**							
	Monthly Minimum Charge							
		3/4"	**$ 44.25**	$ 44.25	$ 46.02	$ 47.86	$ 50.25	$ 52.77
		1"	**77.45**	77.45	80.55	83.77	87.96	92.36
		1 1/2"	**154.90**	154.90	161.10	167.54	175.92	184.71
		2"	**247.84**	247.84	257.75	268.06	281.47	295.54
		3"	**371.74**	371.74	386.61	402.07	422.18	443.29
		4"	**619.58**	619.58	644.36	670.14	703.64	738.83
		6"	**-**	-	1,315.28	1,367.89	1,436.29	1,508.10
		8"	**-**	-	2,553.06	2,655.19	2,787.95	2,927.34
	Volume Rate/1,000 Gal							
	2,001	10,000	**$ 8.05**	$ 8.05	$ 8.37	$ 8.71	$ 9.14	$ 9.60
	10,001	20,000	**12.19**	12.19	12.68	13.18	13.84	14.54
	20,001	30,000	**14.35**	14.35	14.92	15.52	16.30	17.11
	30,001	Above	**20.72**	20.72	21.55	22.41	23.53	24.71

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			Current	EFFECTIVE Apr-26	EFFECTIVE Apr-27	EFFECTIVE Apr-28	EFFECTIVE Apr-29	EFFECTIVE Apr-30
WI3	**Municipal**							
	Monthly Minimum Charge							
		3/4"	**$ -**	$ -	$ -	$ -	$ -	$ -
		1"	**-**	-	-	-	-	-
		1 1/2"	**-**	-	-	-	-	-
		2"	**-**	-	-	-	-	-
		3"	**-**	-	-	-	-	-
		4"	**-**	-	-	-	-	-
		6"	**-**	-	-	-	-	-
		8"	**-**	-	-	-	-	-
	Volume Rate/1,000 Gal							
	-	10,000	**$ -**	$ -	$ -	$ -	$ -	$ -
	10,001	20,000	**-**	-	-	-	-	-
	20,001	30,000	**-**	-	-	-	-	-
	30,001	Above	**-**	-	-	-	-	-
WI4	**Fire Hydrant Inside**							
	Monthly Minimum Charge							
		3/4"	**$ 29.50**	$ 29.50	$ 30.68	$ 31.91	$ 33.50	$ 35.18
		1"	**51.63**	51.63	53.70	55.84	58.64	61.57
		1 1/2"	**103.27**	103.27	107.40	111.70	117.28	123.15
		2"	**165.22**	165.22	171.83	178.70	187.64	197.02
		3"	**247.83**	247.83	257.74	268.05	281.46	295.53
		4"	**413.05**	413.05	429.57	446.75	469.09	492.55
		6"	**843.13**	843.13	876.86	911.93	957.53	1,005.40
		8"	**1,636.58**	1,636.58	1,702.04	1,770.12	1,858.63	1,951.56

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			Current	EFFECTIVE Apr-26	EFFECTIVE Apr-27	EFFECTIVE Apr-28	EFFECTIVE Apr-29	EFFECTIVE Apr-30
Volume Rate/1,000 Gal								
2,001	10,000	**$**	**5.37**	$ 5.37	$ 5.58	$ 5.81	$ 6.10	$ 6.40
10,001	20,000		**8.13**	8.13	8.46	8.79	9.23	9.69
20,001	30,000		**9.57**	9.57	9.95	10.35	10.87	11.41
30,001	Above		**13.81**	13.81	14.36	14.94	15.68	16.47
WI5	**Fire Hydrant Outside**							
Monthly Minimum Charge								
	3/4"	**$**	**44.25**	$ 44.25	$ 46.02	$ 47.86	$ 50.25	$ 52.77
	1"		**77.45**	77.45	80.55	83.77	87.96	92.36
	1 1/2"		**154.90**	154.90	161.10	167.54	175.92	184.71
	2"		**247.84**	247.84	257.75	268.06	281.47	295.54
	3"		**371.74**	371.74	386.61	402.07	422.18	443.29
	4"		**619.58**	619.58	644.36	670.14	703.64	738.83
	6"		**-**	-	-	-	-	-
	8"		**-**	-	-	-	-	-
Volume Rate/1,000 Gal								
2,001	10,000	**$**	**8.05**	$ 8.05	$ 8.37	$ 8.71	$ 9.14	$ 9.60
10,001	20,000		**12.19**	12.19	12.68	13.18	13.84	14.54
20,001	30,000		**14.35**	14.35	14.92	15.52	16.30	17.11
30,001	Above		**20.72**	20.72	21.55	22.41	23.53	24.71

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			Current	EFFECTIVE Apr-26	EFFECTIVE Apr-27	EFFECTIVE Apr-28	EFFECTIVE Apr-29	EFFECTIVE Apr-30
WI6	**FH Admin Fee**							
	Monthly Minimum Charge							
	All Meter Sizes		**$ 50.00**	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
	1"		**50.00**	50.00	50.00	50.00	50.00	50.00
	1 1/2"		**50.00**	50.00	50.00	50.00	50.00	50.00
	2"		**50.00**	50.00	50.00	50.00	50.00	50.00
	3"		**50.00**	50.00	50.00	50.00	50.00	50.00
	4"		**50.00**	50.00	50.00	50.00	50.00	50.00
	6"		**50.00**	50.00	50.00	50.00	50.00	50.00
	8"		**-**	-	-	-	-	-
	Volume Rate/1,000 Gal							
2,001	10,000		**$ -**	$ -	$ -	$ -	$ -	$ -
10,001	20,000		**-**	-	-	-	-	-
20,001	30,000		**-**	-	-	-	-	-
30,001	Above		**-**	-	-	-	-	-

2	MONTHLY RATES AND CHARGES | WASTEWATER		Current	Apr-26	Apr-27	Apr-28	Apr-29	Apr-30
WWI1	**Residential Inside**							
	Monthly Minimum Charge							
	3/4"		**$ 25.54**	$ 25.54	$ 26.56	$ 27.62	$ 28.73	$ 29.88
	1"		**45.90**	45.90	47.74	49.65	51.63	53.70
	1 1/2"		**85.66**	85.66	89.09	92.65	96.36	100.21
	2"		**146.85**	146.85	152.72	158.83	165.19	171.79
	Volume Rate/1,000 Gal							
-	5,000		**$ 6.37**	$ 6.37	$ 6.62	$ 6.89	$ 7.17	$ 7.45
5,001	Above		**7.88**	7.88	8.20	8.52	8.86	9.22

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			Current	EFFECTIVE Apr-26	EFFECTIVE Apr-27	EFFECTIVE Apr-28	EFFECTIVE Apr-29	EFFECTIVE Apr-30
WWI2	**Commercial Inside**							
	Monthly Minimum Charge							
		3/4"	**$ 30.59**	$ 30.59	$ 31.81	$ 33.09	$ 34.41	$ 35.79
		1"	**57.37**	57.37	59.66	62.05	64.53	67.11
		1 1/2"	**107.08**	107.08	111.36	115.82	120.45	125.27
		2"	**183.56**	183.56	190.90	198.54	206.48	214.74
		3"	**256.96**	256.96	267.24	277.93	289.05	300.61
		4"	**458.90**	458.90	477.26	496.35	516.20	536.85
		6"	**917.80**	917.80	954.51	992.69	1,032.40	1,073.70
		8"	**1,835.60**	1,835.60	1,909.02	1,985.38	2,064.80	2,147.39
	Volume Rate/1,000 Gal							
	2,001	Above	**$ 6.94**	$ 6.94	$ 7.47	$ 8.02	$ 8.59	$ 9.22
	-	-	**6.94**	6.94	7.47	8.02	8.59	9.22

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			Current	EFFECTIVE Apr-26	EFFECTIVE Apr-27	EFFECTIVE Apr-28	EFFECTIVE Apr-29	EFFECTIVE Apr-30
WWO2	**Commercial Outside**							
	Monthly Minimum Charge							
		3/4"	**$ 45.89**	$ 45.89	$ 47.73	$ 49.63	$ 51.62	$ 53.68
		1"	**86.06**	86.06	89.50	93.08	96.81	100.68
		1 1/2"	**160.63**	160.63	167.06	173.74	180.69	187.91
		2"	**275.34**	275.34	286.35	297.81	309.72	322.11
		3"	**-**	-	400.86	416.89	433.57	450.91
		4"	**688.36**	688.36	715.89	744.53	774.31	805.28
		6"	**-**	-	1,431.77	1,489.04	1,548.60	1,610.54
		8"	**-**	-	2,863.54	2,978.08	3,097.20	3,221.09
	Volume Rate/1,000 Gal							
	2,001	Above	**$ 10.41**	$ 10.41	$ 11.20	$ 12.02	$ 12.88	$ 13.83
	Municipal							
	Monthly Minimum Charge							
		3/4"	-	-	-	-	-	-
		1"	-	-	-	-	-	-
		1 1/2"	-	-	-	-	-	-
		2"	-	-	-	-	-	-
		3"	-	-	-	-	-	-
		4"	-	-	-	-	-	-
		6"	-	-	-	-	-	-
		8"	-	-	-	-	-	-
	Volume Rate/1,000 Gal							
	2,001	Above	-	-	-	-	-	-
	-	-	-	-	-	-	-	-

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		Current	EFFECTIVE Apr-26	EFFECTIVE Apr-27	EFFECTIVE Apr-28	EFFECTIVE Apr-29	EFFECTIVE Apr-30
3	**RESIDENTIAL MONTHLY CHARGES | WATER**						
	5,000 Gallons | 1" Meter						
	Total	$ 57.41	$ 57.41	$ 59.71	$ 62.09	$ 65.20	$ 68.46
	Dollar Inc		$ -	$ 2.30	$ 2.39	$ 3.10	$ 3.26
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*5.0%*	*5.0%*
	Effective Rate/kGal	*$ 11.48*	*$ 11.48*	*$ 11.94*	*$ 12.42*	*$ 13.04*	*$ 13.69*
	10,000 Gallons | 1" Meter						
	Total	$ 84.26	$ 84.26	$ 87.63	$ 91.14	$ 95.69	$ 100.48
	Dollar Inc		$ -	$ 3.37	$ 3.51	$ 4.56	$ 4.78
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*5.0%*	*5.0%*
	Effective Rate/kGal	*$ 8.43*	*$ 8.43*	*$ 8.76*	*$ 9.11*	*$ 9.57*	*$ 10.05*
	20,000 Gallons | 1" Meter						
	Total	$ 165.56	$ 165.56	$ 172.18	$ 179.07	$ 188.02	$ 197.42
	Dollar Inc		$ -	$ 6.62	$ 6.89	$ 8.95	$ 9.40
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*5.0%*	*5.0%*
	Effective Rate/kGal	*$ 8.28*	*$ 8.28*	*$ 8.61*	*$ 8.95*	*$ 9.40*	*$ 9.87*
	30,000 Gallons | 1" Meter						
	Total	$ 261.26	$ 261.26	$ 271.71	$ 282.58	$ 296.71	$ 311.54
	Dollar Inc		$ -	$ 10.45	$ 10.87	$ 14.13	$ 14.84
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*5.0%*	*5.0%*
	Effective Rate/kGal	*$ 8.71*	*$ 8.71*	*$ 9.06*	*$ 9.42*	*$ 9.89*	*$ 10.38*

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		Current	EFFECTIVE Apr-26	EFFECTIVE Apr-27	EFFECTIVE Apr-28	EFFECTIVE Apr-29	EFFECTIVE Apr-30
4	**COMMERCIAL MONTHLY CHARGES | WATER**						
	30,000 Gallons | 1 1/2" Meter						
	Total	$ 323.23	$ 323.23	$ 336.16	$ 349.61	$ 367.09	$ 385.44
	Dollar Inc		$ -	$ 12.93	$ 13.45	$ 17.48	$ 18.35
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*5.0%*	*5.0%*
	Effective Rate/kGal	*$ 10.77*	*$ 10.77*	*$ 11.21*	*$ 11.65*	*$ 12.24*	*$ 12.85*
	60,000 Gallons | 1 1/2" Meter						
	Total	$ 737.53	$ 737.53	$ 767.03	$ 797.71	$ 837.60	$ 879.48
	Dollar Inc		$ -	$ 29.50	$ 30.68	$ 39.89	$ 41.88
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*5.0%*	*5.0%*
	Effective Rate/kGal	*$ 12.29*	*$ 12.29*	*$ 12.78*	*$ 13.30*	*$ 13.96*	*$ 14.66*

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		Current	EFFECTIVE Apr-26	EFFECTIVE Apr-27	EFFECTIVE Apr-28	EFFECTIVE Apr-29	EFFECTIVE Apr-30
5	**RESIDENTIAL MONTHLY CHARGES | WASTEWATER**						
	5,000 Gallons | 1" Meter						
	Total	$ 77.75	$ 77.75	$ 80.86	$ 84.09	$ 87.46	$ 90.96
	Dollar Inc		$ -	$ 3.11	$ 3.23	$ 3.36	$ 3.50
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*4.0%*	*4.0%*
	Effective Rate/kGal	*$ 15.55*	*$ 15.55*	*$ 16.17*	*$ 16.82*	*$ 17.49*	*$ 18.19*
	10,000 Gallons | 1" Meter						
	Total	$ 117.15	$ 117.15	$ 121.84	$ 126.71	$ 131.78	$ 137.05
	Dollar Inc		$ -	$ 4.69	$ 4.87	$ 5.07	$ 5.27
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*4.0%*	*4.0%*
	Effective Rate/kGal	*$ 11.72*	*$ 11.72*	*$ 12.18*	*$ 12.67*	*$ 13.18*	*$ 13.70*
	12,000 Gallons | 1" Meter						
	Total	$ 132.91	$ 132.91	$ 138.23	$ 143.76	$ 149.51	$ 155.49
	Dollar Inc		$ -	$ 5.32	$ 5.53	$ 5.75	$ 5.98
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*4.0%*	*4.0%*
	Effective Rate/kGal	*$ 8.86*	*$ 8.86*	*$ 9.22*	*$ 9.58*	*$ 9.97*	*$ 10.37*

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			Current	EFFECTIVE Apr-26	EFFECTIVE Apr-27	EFFECTIVE Apr-28	EFFECTIVE Apr-29	EFFECTIVE Apr-30
6	**COMMERCIAL MONTHLY CHARGES | WASTEWATER**							
	30,000 Gallons | 1 1/2" Meter							
	Total	1 1/2"	$ 301.40	$ 301.40	$ 320.46	$ 340.27	$ 360.89	$ 383.39
	Dollar Inc			$ -	$ 19.06	$ 19.82	$ 20.61	$ 22.50
	Percent Inc			*0.0%*	*6.3%*	*6.2%*	*6.1%*	*6.2%*
	Effective Rate/kGal		*$ 10.05*	*$ 10.05*	*$ 10.68*	*$ 11.34*	*$ 12.03*	*$ 12.78*
	60,000 Gallons | 1 1/2" Meter							
	Total	1 1/2"	$ 509.60	$ 509.60	$ 544.48	$ 580.76	$ 618.49	$ 659.94
	Dollar Inc			$ -	$ 34.88	$ 36.28	$ 37.73	$ 41.45
	Percent Inc			*0.0%*	*6.8%*	*6.7%*	*6.5%*	*6.7%*
	Effective Rate/kGal		*$ 8.49*	*$ 8.49*	*$ 9.07*	*$ 9.68*	*$ 10.31*	*$ 11.00*

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		Current	EFFECTIVE Apr-26	EFFECTIVE Apr-27	EFFECTIVE Apr-28	EFFECTIVE Apr-29	EFFECTIVE Apr-30
5	**RESIDENTIAL MONTHTLY CHARGES | WATER AND WASTEWATER COMBINED**						
		Current	**Apr-26**	**Apr-27**	**Apr-28**	**Apr-29**	**Apr-30**
	5kGal Water & 5kGal WW | 1" Meter						
	Total	**$ 135.16**	$ 135.16	$ 140.57	$ 146.19	$ 152.66	$ 159.42
	Dollar Inc		$ -	$ 5.41	$ 5.62	$ 6.47	$ 6.76
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*4.4%*	*4.4%*
	10kgal Water & 10kGal WW | 1" Meter						
	Total	**$ 201.41**	$ 201.41	$ 209.47	$ 217.85	$ 227.47	$ 237.53
	Dollar Inc		$ -	$ 8.06	$ 8.38	$ 9.63	$ 10.06
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*4.4%*	*4.4%*
	20kGal Water & 12kGal WW I 1" Meter						
	Total	**$ 298.47**	$ 298.47	$ 310.41	$ 322.83	$ 337.53	$ 352.91
	Dollar Inc		$ -	$ 11.94	$ 12.42	$ 14.70	$ 15.38
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*4.6%*	*4.6%*
	30kGal Water & 12kGal WW | 1" Meter						
	Total	**$ 394.17**	$ 394.17	$ 409.94	$ 426.33	$ 446.21	$ 467.03
	Dollar Inc		$ -	$ 15.77	$ 16.40	$ 19.88	$ 20.82
	Percent Inc		*0.0%*	*4.0%*	*4.0%*	*4.7%*	*4.7%*
6	**COMMERCIAL MONTHLY CHARGES | WATER AND WASTEWATER COMBINED**						
	30kGal Water & 30kGal WW | 1 1/2" Meter						
	Total -	**$ 624.63**	$ 624.63	$ 656.62	$ 689.88	$ 727.97	$ 768.83
	Dollar Inc		$ -	$ 31.99	$ 33.26	$ 38.09	$ 40.86
	Percent Inc		*0.0%*	*5.1%*	*5.1%*	*5.5%*	*5.6%*
	60kGal Water & 60kGal WW | 1 1/2" Meter						
	Total -	**$ 1,247.13**	$ 1,247.13	$ 1,311.52	$ 1,378.48	$ 1,456.09	$ 1,539.42
	Dollar Inc		$ -	$ 64.39	$ 66.96	$ 77.62	$ 83.33
	Percent Inc		*0.0%*	*5.2%*	*5.1%*	*5.6%*	*5.7%*

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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: May 12, 2026

Agenda Item:
Discussion regarding the development of Ousley Park. (Walsh)

Background Information:

Development of Ousley Park continues to progress, and staff have reached a key decision point in the design process. Specifically, direction is needed regarding the future of the original Athletic Training Facility and the existing press box. Staff will present the considerations for each structure, including associated costs and anticipated timelines for the available options. Council guidance is requested to determine how staff should proceed.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Athletic Training Facility Structural Assessment Report

Financial Consideration:
N/A

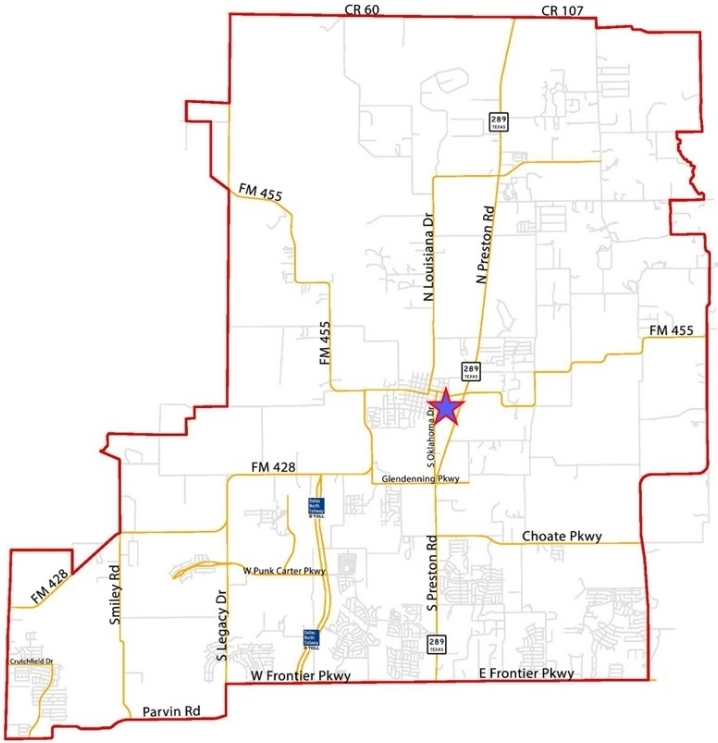
Staff Recommendation:
N/A



Ousley Park Development Update

May 12, 2026
Steve Walsh
Director of Parks & Recreation

Location Map



Tonight's Agenda

- Brief Updates
- Athletic Training Facility
- Press Box
- Naming of Parks Administration Building
- Ousley Park Next Steps

Ousley Park Updates

- Ralph O'Dell Senior Center
  - Opened in 2023
- Parks Administration Building
  - Construction began in 2025
- Doe Branch Trail & Stream Restoration Project
  - Construction begins this month
  - 18-month schedule
- Ousley Park Design
  - Park design process began last month
  - 12–15-month construction schedule



Ousley Park Master Plan

Athletic Training Facility





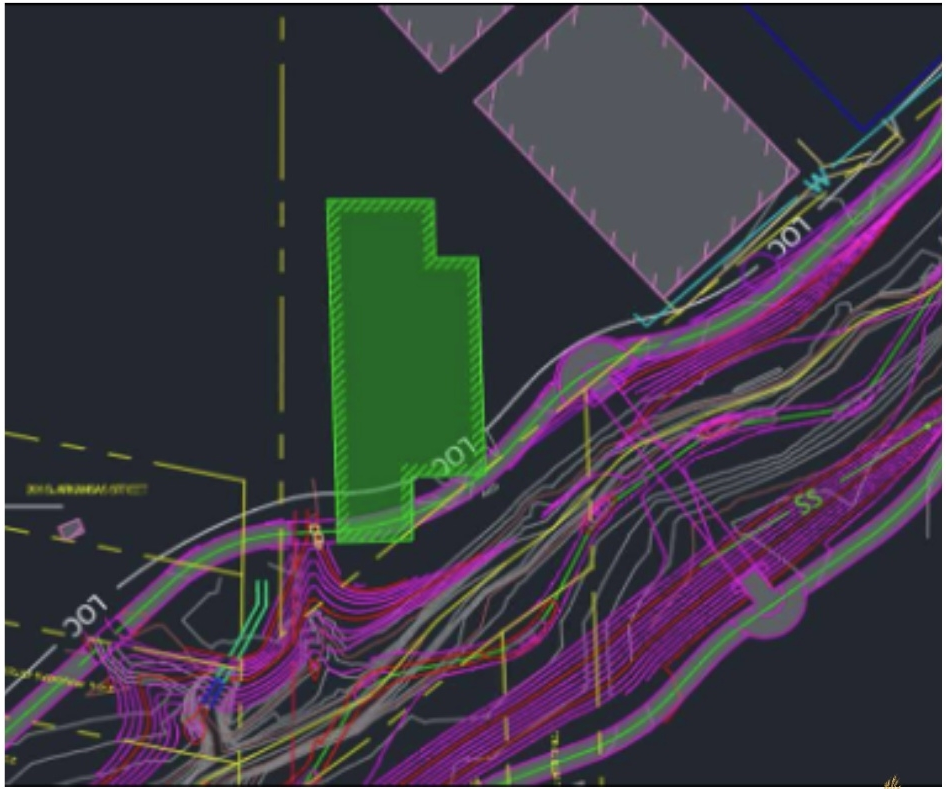
Athletic Training Facility Background

- In July 2025, Council informed portions of facility must be removed for stream restoration project, and emergency services access for Parks Admin building
- In April 2026, staff received Structural Assessment Report for the facility



Fire Lane Design & Stream Restoration






DEMO HIGHLIGHTED RED PORTION OF
OLD INDOOR TURF FIELD BUILDING

Pavilion Renderings





Structural Assessment Report Conclusion

- Original Athletic Training Facility design was for an enclosed structure
- Significant structural modifications of the existing structure is required to convert to open pavilion
- Possible modifications include X-bracing cables or new steel portal frames to provide reinforcement of main steel members
- Temporary bracing will be required to stabilize the structure prior to removal of wall panels and roofing material



Option 1 - Remodel Existing Structure
Examples of Reinforcement





Option 1: Remodel Existing Structure

- Design & Engineering Costs = $319,575
- Construction Costs = $869,792
- Total Estimated Costs = $1,189,367
- Consultants anticipate only the main steel members and foundation can be retained. Remaining elements will be removed and replaced
- Impacts the start of the Fire Lane, thus occupancy of the Parks Administration Building is projected for January 2027
- End product may not be a fully open-sided pavilion due to permanent reinforcement requirements
- Additional engineering services required to determine temporary bracing design
- Temporary bracing of existing structure is required, estimate of $10,000 per month
- Design of the final, remodeled pavilion is still required
- City's review and submittal process
- Steel Fabrication & Installation
- Temporary bracing to be removed, and pavilion to be completed

Option 2: Build a New Structure

- Design & Engineering Costs = $122,525
- Construction Costs = $865,248
- Total Estimated Costs = $987,773
- Construction of Fire Lane begins immediately after demo of existing structure. Occupancy of the Parks Administration Building projected October 2026
- New pavilion incorporated within Ousley Park design process

Athletic Training Facility Options

- **Option 1: Remodel Existing Structure**
- Costs = $1,189,367
- Delays construction of Fire Lane to September
- Occupancy of Parks Admin Building - earliest January 2027

- **Option 2: New Pavilion**
- Costs = $987,773
- Pavilion incorporated within design process of Ousley Park
- Demo and construction of Fire Lane commences immediately
- Occupancy of Parks Admin Building - October 2026

Press Box Background

- Bleachers removed in February 2025 due to sub-standard condition, and press box grounded due to structural instability
- In July 2025, Council directed staff to research refurbishment of original press box for historical recognition
- Two different structural engineers analyzed press box, and neither would assume risk of providing engineering services to re-raise the existing press box
- Both cited concerns with structural integrity and deterioration of existing materials



Option 1:
Remodel & Relocate Existing Structure

- Remodel for Monument Purposes = $98,537
- Relocation within Ousley Park = $20,000 - $50,000

Option 2:
Purchase New Press Box

- Vendor can replicate a near perfect match of existing structure
- Current design & engineering standards
- Press box positioned in previous location, raised in center of bleachers
- Estimated cost of new press box = $215,000

Press Box Options

- **Option 1: Remodel & Relocate within Park**
- Structure to be relocated on the ground
- Final location to be incorporated within Park Design
- Costs = $118,537 - $148,537

- **Option 2: New Press Box**
- Replicate near perfect match of existing press box, with current design & engineering standards
- Placed in previous location, raised and in center of bleachers
- Cost = $215,000

Naming of Parks Administration Building

- Seeking to officially name the Parks Administration Building, "The Clubhouse at Ousley Park"
- No plans to create a separate logo, but will utilize wayfinding, directional & entry signage
- While staff offices are located in the facility, the majority of space is dedicated for community programming
- People are more likely to attend programs in a space that sounds inviting
- The Parks & Recreation Board were supportive of the proposed name

Next Steps

- Incorporate Tonight's Direction
- Upcoming Public Meetings
  - Trail & Stream Restoration Project - May 11
  - Regional Park Tour w/ PRB - May 16
  - Ousley Park Schematic Design - Future Date TBD
  - Arkansas Street - Future Date TBD
- Finalize Parks Admin Building Construction
- Fire Lane Construction
- Trail & Stream Restoration Construction
- Installation of New Bleachers
- Ousley Park Design Process
  - City Council to Review Schematic Design Options in Late Summer



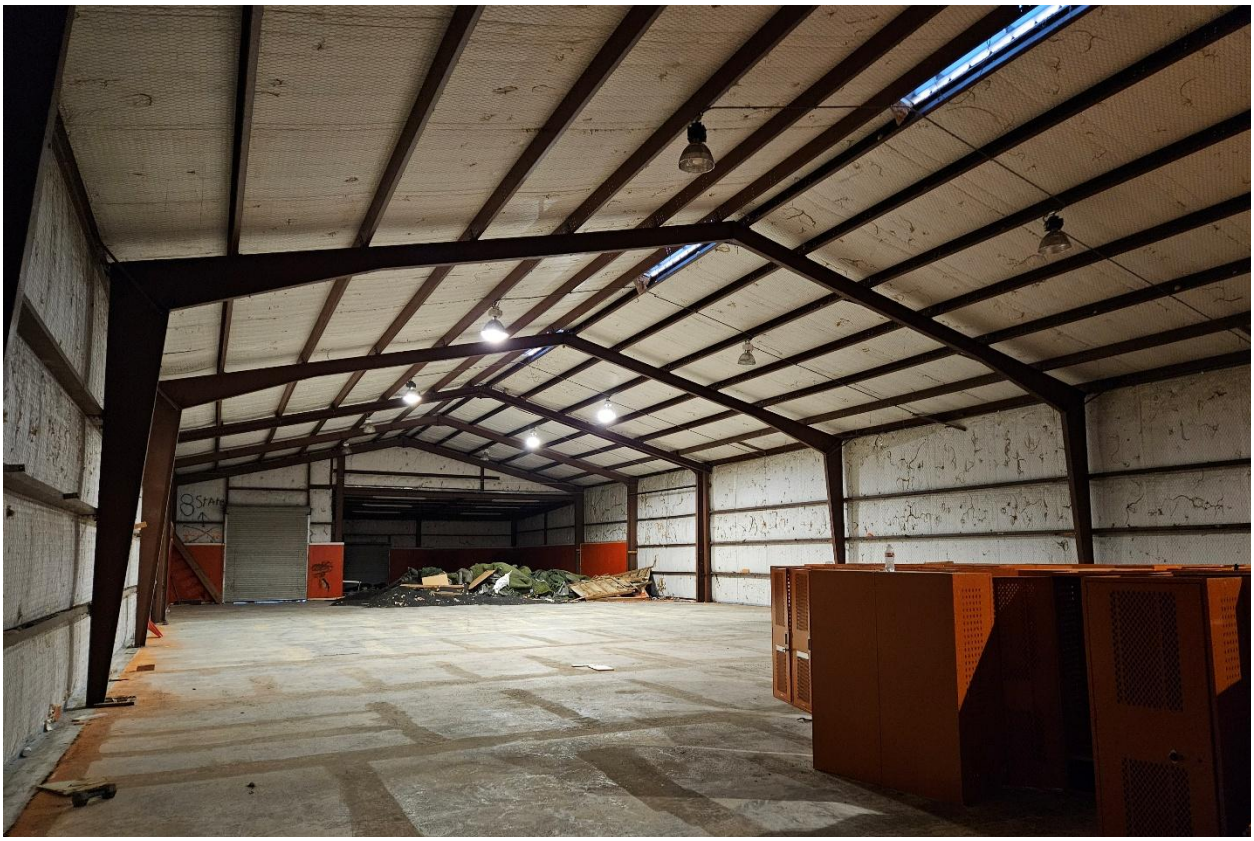
Thank You!

WJE

Celina Parks Athletic Facility

Structural Assessment

503 East Pecan Street
Celina, Texas



April 23, 2026
WJE No. 2025.7484.0

PREPARED FOR:
Parkhill
3000 Internet Blvd., Suite 550
Frisco, Texas 75034

PREPARED BY:
Wiss, Janney, Elstner Associates, Inc.
6363 N. State Highway 161, Suite 300, Irving, Texas 75038
972.550.7777 tel
Texas Registered Engineering Firm F-0093

Celina Parks Athletic Facility

Structural Assessment

503 East Pecan Street
Celina, Texas



B. Joel Hackett, PE
Senior Associate and Project Manager

April 23, 2026
WJE No. 2025.7484.0

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INTRODUCTION

Wiss, Janney, Elstner Associates, Inc. (WJE), was retained by Parkhill to perform a structural condition assessment and analysis of the metal building system (MBS) located at 503 East Pecan Street in Celina, Texas. The objective of WJE's assessment was to advise Parkhill, working with the City of Celina (the City) on the structural feasibility of proposed redevelopment of the subject building. This report includes a summary of WJE's document review, on-site observations, analysis, and discussion of findings.

PROJECT BACKGROUND

The subject MBS is a former indoor athletic practice facility for the Celina Independent School District. Based on online property records, the original structure was constructed in approximately 1990 with an original plan footprint of approximately 60 feet by 120 feet and 25 feet tall (Figure 1). Building additions, comprising approximately 6,900 square feet in area, were constructed to the south and east of the original building. Based on a review of historical satellite imagery, this addition appears to have been constructed in the late 1990s and required the removal of the original south end wall of the MBS.

The planned redevelopment of the site will modify the existing structure into an open-air, covered structure for outdoor athletic courts. The redevelopment work will include the removal of exterior wall panels and girts; end wall columns; mechanical, electrical, and plumbing (MEP) systems; interior finishes; and the south and east building additions. The City also indicated that new MEP will be installed, some of which will require partial demolition of the existing slab. The City plans to remove the existing roof and replace it with a new metal panel roof in a similar gable configuration. The primary structure (i.e., rigid frames) and secondary roof framing (i.e., purlins) comprising the original portion of the MBS are expected to remain in place.

Tasks performed by WJE to evaluate the structural implications of the redevelopment and to identify items that require addressing as part of the redevelopment included:

- Review of the schematic redevelopment plan
- Review of relevant codes, standards, and industry guidelines
- Visual assessment of accessible structural elements
- Nondestructive evaluation of representative elements
- Determination of applicable gravity and lateral loads for the proposed open-air structure
- Structural analyses of representative elements

WJE's observations, analysis, and discussion of findings are limited to the original portion of the building and summarized in this report.

DOCUMENT REVIEW

Schematic Demolition Plan

WJE reviewed the schematic plan drawing provided by Parkhill (Figure 2). The drawing depicts the existing building footprint and identified the general extents of proposed demolition, highlighted in red. The drawings indicate that approximately 6,900 square feet of building to the south and east of the original

structure is to be removed. The plan also illustrates proposed new paving along the south side of the building, indicated to accommodate a fire lane.

RELEVANT CODES, STANDARDS, AND INDUSTRY GUIDELINES

Relevant industry documents were reviewed to verify requirements to be met by the redeveloped structure. WJE determined that the City's requirements for a contemporary project of this scope are to be dictated by the 2024 ICC codes, including the International Existing Building Code (2024 IEBC). The 1988 Uniform Building Code was also consulted to understand intended design loads from original construction. Additionally, the condition assessment, analysis, and recommendations were informed by applicable portions of the following documents developed by the Metal Building Manufacturers Association (MBMA):

- *Metal Building Systems Manual*, 2024
- *Guide for Inspecting Metal Building Systems,* 2019
- *Retrofitting/Reinforcing Metal Building Systems,* 2020
- *Roof Framing Design Guide for Metal Building Systems*, 2024

These industry manuals and guidelines outline typical design considerations and analysis procedures for MBS. Summaries of the relevant provisions of these documents are included below.

2024 IEBC

The Prescriptive Compliance Method detailed in Chapter 5 of the IEBC Section 503.1 outlines the general requirements for existing buildings or structures undergoing alterations, stating:

> "Alterations shall be such that the existing building or structure is not less complying with the provisions of the International Building Code than the existing building or structure was prior to the alteration…"

While the IEBC generally allows for alterations within an existing building to comply with the laws in existence at the time the building was originally constructed, there are several exceptions and clarifications to this allowance regarding structural elements. Specifically, IEBC Section 503.3 for existing structural elements in buildings being altered indicates that gravity load carrying elements with increases to the design dead, live, or snow load of more than 5 percent due to the building alteration shall be replaced or strengthened as needed to carry the gravity loads required in the currently adopted IBC. Additionally, this section states that any existing gravity load-carrying structural element whose capacity is decreased due to the alteration must be able to resist the contemporary design loads. Furthermore, Section 503.4 indicates that where the alteration to the building results in increased design lateral loads, prohibited structural irregularities, or decreases the capacity of any existing lateral load-carrying structural element, the lateral force-resisting system of the altered building shall also meet the requirements of the current adopted IBC.

1988 UBC

The provisions of the 1988 UBC were utilized to determine the presumed original design loads for the subject MBS. Given the 1990 construction date, WJE estimates that the 1988 UBC may have been the adopted code in this geographic location at that point in time.

Metal Building Systems Manual, 2024

WJE reviewed the *Metal Building Systems Manual* published by the MBMA to supplement understanding of typical loading conditions, particularly wind and snow loading applications. This manual is based on the provisions of ASCE 7-22, *Minimum Design Loads and Associated Criteria for Buildings and Other Structures*, which is referenced in the 2024 International Building Code.

Guide for Inspecting Metal Building Systems, 2019

Chapter 2 suggests that MBS are loaded similarly to other conventional buildings; however, these loads typically result in significant uplift forces due to the lightweight framing and large outward horizontal thrust forces in the foundations as vertical loads are resolved.

Chapter 2 also indicates that base plates at the bottom of columns are to be in full contact with the concrete slab, otherwise grouting may necessary. Section 2.1.1 continues to state that where shims are utilized to hold the base plates off the slab, a non-shrink grout must be installed and forced completely beneath the base plate to eliminate any voids and provide a uniform bearing surface.

Chapter 3 indicates that at the end plates connections between sections of the rigid frame, the faying (mating) surfaces at the end-plate connections are to be in full contact for an area three times the nominal bolt diameter centered at each bolted connection.

Chapter 4 outlines types of global and member bracing that can be utilized in MBS structures. Vertical and horizontal X-bracing is commonly installed within the wall and roof planes, respectively, to provide stability and transfer mechanisms of lateral forces perpendicular to the direction of the rigid frames. X-bracing is provided by either high-strength wire strands or steel rods. This bracing is commonly required by the MBS designer.

Alternates to typical X-bracing include portal frames, wind columns, or reliance on diaphragm action of roof or wall panels. Portal frames are moment-resisting rigid frames within the plane of the walls. Wind columns are vertical members with a fixed, moment-resisting (overturning resistant) connection at the base. Design load combinations would impart large vertical and overturning forces at the bases of portal frames and wind columns and into the foundation.

Diaphragm action refers to the shear strength of roof and wall panels to resist lateral loads. Where diaphragm action is also relied upon for lateral stability, the MBS designer must clearly indicate that any future removal of wall or roof panels would reduce the lateral stability of the structure.

Individual members within the MBS are typically braced with compression flange braces, most commonly consisting of angle connections from purlins and girts to the flanges of rigid frame rafters and columns.

Retrofitting/Reinforcing Metal Building Systems, 2020

This technical publication provides guidance and considerations regarding retrofitting MBS for new purposes and configurations. The idea that structural changes which increase the snow and/or wind loads is introduced. Further considerations are also warranted if through-fastened roof panels are to be replaced with a standing seam roof.

Guidance is presented for assuming steel strengths for primary and secondary framing members. For structures fabricated after 1960, it is suggested that the minimum yield strength for plate webs and flanges would have been at least 50 kips per square inch (ksi). For cold formed purlins, the publication suggests that after 1985 a yield strength of 55 ksi was most likely. Nonetheless, actual material testing would be required to verify the actual strength of any material.

To address scenarios in which primary framing is overstressed due to increased loads resulting from structural changes, options discussed in the publication include bracing flanges of bending members, reinforcing members with cover plates welded to the flanges of members, welding angles to flanges to create box shapes, and installing stiffeners at locations of concentrated loads. To alleviate overstressed purlins, additional purlins can be installed between existing ones to reduce tributary area loading demands.

Roof Framing Design Guide for Metal Building Systems, 2024

The roof framing design guide outlines design and analysis methods for cold-formed steel purlins and diaphragms following the provisions of AISI S100, *North American Specification for the Design of Cold-Formed Steel Structural Members*.

BUILDING DESCRIPTION

The primary structural system of the MBS includes four interior clear span rigid frames and two post-and-beam end walls spanning in the east-west direction. Roof purlins and wall girts span between frames in the north-south direction. The rigid frames are steel built-up sections with modular variation in member depth along the frame length. The purlins, girts, end wall posts, and corner columns are cold-formed steel channels of various sizes.

An embossed stamp observed on a roof ridge member indicates that the building was manufactured by MESCO; however, original construction documents were not available. Exterior facades of the structure (Figure 3 through Figure 5) and roof are formed with ribbed metal panels. Openings in the exterior walls are limited to one door at the north wall and one opening at the east wall. The south wall of the original building was removed during construction of the south addition.

The steel structure is anchored to a concrete slab-on-ground at thickened regions at both the perimeter and interior. The slab had been covered with artificial turf, which was removed during WJE's visit. Within the northern 20 feet of the MBS is a wood-framed office space with associated mechanical, electrical, and plumbing (MEP) systems (Figure 6). A mezzanine area above the office is used as storage.

OBSERVATIONS

In accordance with WJE's proposal dated January 9, 2026, WJE visited the site on February 12, 2026, to perform a visual survey of original structural portions of the building. Observations were limited to conditions that were readily visible from the ground and from an aerial lift. No exploratory openings or destructive evaluation was performed as part of this survey. Nondestructive evaluation was utilized including ultrasonic thickness measurements of steel framing and ground penetrating radar (GPR) examination of the concrete slab. The following describes relevant conditions noted during WJE's assessment.

Framing Layout and Geometries

WJE reviewed the overall framing layout and measured typical member geometries throughout the MBS.

Rigid Frames

- Rigid frames are spaced at 25 feet on center and serve as primary structural frame members for the building. Each of the four rigid steel frames comprises two column members and two rafter segments. The columns are approximately 18 feet tall and the ridge height is approximately 25 feet above the slab (Figure 7).
- The rigid frames consist of built-up wide flange sections, fabricated from welded plate steel. The web depths tapered along the length of the columns and rafters (Figure 8 and Figure 9). All webs measured 1/8-inch thick and flanges were 5 inches wide with varying thicknesses.
- Bracing angles were installed between wall girts and the southern inside flanges of columns at approximately 7, 11, and 17 feet above the slab (see Figure 8). Similarly, bracing angles were installed between purlins and the southern bottom flanges of the rafters (see Figure 9). Bracing of the rafters was provided at 5, 10, 20 and 30 feet from the outside ends of the rafters.
- Frame segments were joined with bolted 1/2-inch-thick end plate connections. Eight 3/4-inch-diameter bolts were utilized at each column-to-rafter connection (Figure 10) and four 5/8-inch-diameter bolts at each ridge connection (Figure 11).
- The column baseplates were measured to be 3/8 inch-thick and anchored to the slab with two 3/4-inch-diameter anchor bolts (Figure 12).
- The top surfaces of the roof rafters are sloped at approximately 13.7 degrees, nearly a 3:12 roof pitch.

Secondary Framing

- Purlins span approximately 20 to 25 feet in the north-south direction between rigid frames and end walls (Figure 13). Roof purlins were spaced at approximately 5 feet on center.
- Roof panels are through-fastened to roof C-purlins (Figure 14). Roof purlins were approximately 3 inches wide, 9 inches deep cold-formed steel members, and estimated to be 14-gauge. Eave purlins were approximately 2-1/2 inches wide, 10 inches deep, and estimated to be 16-gauge.
- Purlin ends were connected to each other and the top flange of the roof rafters using a bent steel plate connector (Figure 15). The bent plate is approximately 6 inches wide, with a 2-inch horizontal leg

and a 7-inch vertical leg. Two bolts through the horizontal leg attach to the rafter top flange and six bolts through the vertical leg into the webs of the purlins (3 bolts into each purlin end).

- Observed purlin connections utilized 1/2-inch-diameter bolts.
- Wall panels were laterally supported by cold-formed steel C-shaped girts (Figure 16). Girts spanned approximately 20 or 25 feet in the north-south direction between rigid frames and end wall columns along the east and west walls. There were three rows of girts spaced approximately 3 to 4 feet on center vertically. Wall girts were approximately 3 inches wide, 7 inches deep, and estimated to be 16-gauge.
- Girts were attached to the outside flange of the rigid frame columns using the same type of bent plate connectors and bolts as at the purlins.

End Walls

- End wall framing members were only present at the north end of the building and consisted of cold-formed steel C-shaped sections (Figure 17).
- The end wall posts were anchored to the slab using a bent plate clip positioned in the center of the C-shaped post (Figure 18). The base plate was connected to the slab with two 3/4-inch-diameter anchors. The bent plate clip was attached to the column web and lips using a total of four 1/4-inch-diameter bolts.
- End wall corner posts were connected with end wall beams and eave purlins through several bolted clips and direct attachments. The bolts used were 1/2-inch-diameter (Figure 19 and Figure 20).
- At the roof ridge, the end wall beams were joined using a 10-inch-by-12-inch steel plate, with each beam end attached to the plate using three 1/2-inch-diameter bolts (Figure 21).

Slab-on-Ground

- The foundation system consisted of a concrete slab-on-ground. Using GPR, WJE was able to estimate the following geometries:
  - The general field of the slab was approximately 6 to 8 inches thick. Slab reinforcement consisted of steel bars spaced at approximately 18 inches on center in each direction, at a depth of 1 and 2 inches below the top surface of the slab.
  - Thickened portions of slab (i.e., slab beams) were identified along the perimeter of the slab and at regular spacing within the interior regions (Figure 22 and Figure 23). Both the perimeter and interior thickened slab areas are approximately 24 inches wide. Depths of the slab at these locations were not measured.
  - Thickened slab areas aligned with the rigid frames in the east–west direction. In the north–south direction, thickened regions were spaced at approximately 20 feet on center, third points of the building width (Figure 24).
  - GPR measurements indicated that the interior thickened slab regions contained two longitudinal reinforcing bars, located at an approximate depth of 6-1/2 inches below the slab top surface.

Anomalous Conditions

During the visual survey, WJE noted multiple irregular and anomalous conditions which primarily stem from original construction, modifications, or in-service damage. Conditions which could affect demolition of adjacent structures or the redevelopment of the structure to remain were also identified by WJE during the survey.

Rigid Frames

- Typical bracing and lateral load-resisting elements such as cable/rod X-bracing, portal frames, or wind columns were not observed between rigid frames. No evidence of these elements having been removed from the structure was observed and no other lateral force-resisting system (LFRS) was apparent in the north-south direction.
- Column base plates at frames were typically shimmed with washers creating an approximately 5/8-inch gap between the bottom surface of the base plate and the top surface of the slab (Figure 25).

Secondary Framing

- Damage was identified at a lower wall girt on the east wall approximately 4 feet north of a column near the center of the building (Figure 26).
- Lower portions of wall cladding were dented or torn in several places (Figure 27). No distress was observed to structural framing members inboard of these locations.

End Walls

- End wall girts and posts had been removed from the south end of the subject building; however, corner posts and end wall beams remained (Figure 28).
- Hot-rolled structural steel framing for the southern addition had been erected immediately south of the subject building (Figure 28).
- At the south end of the subject building, purlins and end wall beam have been attached to the rigid frame of the south addition. The overhanging ends of the purlins from each building were welded and angle bracing from the bottom flange of the south addition frame welded to the end wall beam (Figure 29).
- Above the south end wall, the third purlin down from either side of the ridge had no connection to the end wall beams but was connected with a welded plate to the end of the purlin at the south building addition (Figure 30). These locations were where an end wall post would have originally been installed. The plate connection previously attaching the purlin to the beam or post had been torch cut (Figure 31). There was a one-inch gap between the end wall beam and purlin (Figure 32).

Slab-on-Ground

- Randomly oriented and irregularly spaced cracks were commonly noted throughout the slab-on-ground (Figure 33). Crack widths up to 25 mils (0.025 in.) were measured at selected locations (Figure 34).

ANALYSIS

WJE performed a design load review and multiple analytical analyses to assess structural implications of removing wall panels, girts, and end wall posts as proposed to create an open structure. This work included reviewing current building codes to determine the appropriate design loads and evaluating the open-air building's ability to resist those loads. The analysis focused on determining whether the existing rigid frames and remaining structural elements could adequately resist roof gravity (i.e., dead, wind, and snow) and lateral loads (i.e., wind) in the absence of the wall cladding, girts, and end wall posts. Analysis of the building foundation and connections to the foundation was not included in this current review.

Loading Determination

WJE calculated the service-level dead, live, snow, and wind loads for the original enclosed condition utilizing the 1988 UBC. The governing loads are listed in Table 1 below.

Table 1. Governing Service-Level Roof Loads on Enclosed Structure, 1988 UBC

	Dead[1]	Roof Live	Snow	Wind (MWFRS)[2]	Wind (Purlins)[2]
Governing Loads	4 psf	20 psf (unreduced)	3 psf	14 psf (uplift)	17.1 psf (uplift)

[1] Dead load is assumed based on observed roof assembly.
[2] During analysis, multiple wind load magnitudes and patterns are applied to the main wind force resisting system (MWFRS). Only the maximum wind load acting over full tributary area of frame is provided here for simplicity in report.

In accordance with the 2024 IEBC, determination of loads on the open structure were based on the provisions of the 2024 IBC, Chapter 16. The wind and snow loads for an open structure are different than those for an enclosed structure. Additionally, the loads prescribed in the 2024 IBC and their application to the structure have changed since the 1988 UBC. The governing service-level loads determined from the 2024 IBC, and by reference ASCE 7-22, are shown below in Table 2.

Table 2. Governing Service-Level Roof Loads on Open Structure, 2024 IBC

	Dead[1]	Roof Live	Snow[2]	Wind (MWFRS)[3,4]	Wind (Purlins)[3,5]
Governing Loads	4 psf	20 psf (unreduced)	7.4 psf	12.4 psf (uplift/downward)	12.5 psf (uplift/downward)

[1] Dead loads assumed to be unchanged from original configuration as plan is to install a similar metal roof.
[2] A factored snow load of 10.6 psf was determined in accordance with ASCE 7-22, Chapter 7 and reduced with a 0.7 load per ASD load combinations to achieve equivalent service-level loads.
[3] During analysis, multiple wind load magnitudes and patterns are applied to the roof surfaces. Only the maximum wind load acting over full tributary area of frame is provided here for simplicity in report
[4] A maximum factored wind pressure of 20.7 psf (uplift/downward) was determined in accordance with ASCE 7-22, Chapter 27 for main wind force resisting system (MWFRS) loading and reduced with 0.6 load factor per ASD load combinations in Chapter 2, Section 2.4 to achieve equivalent service-level loads.
[5] A maximum factored wind pressure of 20.9 psf (uplift/downward) was determined in accordance with ASCE 7-22, Chapter 30 for components and cladding loading and reduced with 0.6 load factor per ASD load combinations in Chapter 2, Section 2.4 to achieve equivalent service-level loads.

Structural Modeling

Representative frames and roof purlins were modeled utilizing structural analysis software. SAP2000 developed by Computers and Structures, Inc. was used to analyze the main rigid frames. CFS15 by RGS Software, an analysis software specifically intended for the design and analysis of cold-formed steel members, was used to review the roof purlins. The loads described above were used in conjunction with the load combinations prescribed by respective building codes. Representative views of frame models

analyzed in SAP2000 are presented in Figure 35 and Figure 36. Similarly, a view of the purlin model in CFS15 is shown in Figure 37.

For these analyses, the following assumptions were used:

Rigid Frame

- Steel yield strength of 50 ksi for rigid frame
- Linear-elastic material behavior
- Frame connections to the concrete slab idealized as pin connections
- Rigid zones defined at column-to-beam panel zone
- Connections between frame segments assumed as moment transferring connections
- Frame rafters considered braced at both 5- and 10-foot on-center intervals
- Frame columns in the original building considered braced at both flanges, except the lowest girt where only the outside flange considered braced
- Frame columns in the open structure considered unbraced in the open structure
- Clear wind flow beneath the roof (i.e., no walls or other obstructions within the structure that would obstruct more than half of the air flow through the space)

Purlins

- Steel yield strength of 55 ksi for purlins
- Prismatic purlin members with iterations using either pinned or fixed support conditions
- Top flanges considered continuously braced by roof panels
- Bottom flanges braced at bearings on roof beam

Analysis Summary

The dead and roof live loads were assumed unchanged between the original building's configuration and the proposed open-air structure. WJE assumed that the new roof will be a metal panel roof similar to the existing. The snow loads on the roof effectively increased by 4.4 pounds per square foot (psf) and wind loads when adjusted for service-level conditions (for comparison to the original design) are effectively less than those in the original design.

WJE's analysis revealed that the new design loads and combinations for an enclosed building would result in larger combined loading than likely assumed in the original design. In the original enclosed building design, the beams and columns of the rigid frame have sufficient strength to resist 1988 UBC design loads. However, current design loads acting on the open structure would exceed the strength of frame beams and columns. The primary contributing factor for this limiting capacity is the removal of the wall girts which are responsible for bracing the columns.

In the east-west direction, the lateral wind loading on the frames of the open structure will be significantly reduced with the removal of the wall panels. The current configuration of the rigid frames would be capable of resisting the reduced nominal lateral loads in the east-west direction. The wind loading in the

north-south direction would also be reduced; however, with the wall panels removed, the structure would be considered unstable in this direction with the absence of any other lateral force-resisting framing.

WJE performed multiple purlin analyses, including varying design assumptions beyond the base parameters outlined above. In each purlin analysis, WJE determined that the purlins were overstressed by at least 10 percent for the assumed design loads. It is possible that the geometries of the purlins used in the original design may be slightly different than those assumed in the WJE analyses or purlin layout geometries, such as purlin spacing or discrete bracing locations, used in construction may have varied from the original design intent. However, there is minimal justification for assuming lighter loads. The purlins are likely not adequate for the design loads as installed or at best were extremely efficient in their original design without much reserve capacity to accommodate loading alterations.

DISCUSSION

Based on results of WJE's field observations, the primary structural elements of the building were generally found to be in serviceable condition, with no significant deterioration, distress or systemic damages noted. As such, there are no indications of any significant reductions in the strength or material quality of individual structural elements from when originally installed. However, there are several conditions related to the current structural configuration that impact global building performance and the planned building modifications.

The building is a conventional MBS utilizing rigid frames as the primary structural elements resisting gravity loads (i.e., dead, live, and snow loads) and lateral forces (i.e., wind loads) in the east–west direction (perpendicular to roof ridge line). The rigid frames consist of built-up columns and beam segments connected with moment-resisting connections, which in conjunction with anchorages to the concrete slab, provide stability to resist loading without the need for bracing in the plane of the frames.

However, lateral forces acting parallel to the ridge line (north-south) are most commonly resisted in MBS structures by X-bracing installed within the planes of wall. X-bracing is sometimes installed in the corresponding roof bay as well. X-bracing consists of two crossing steel rods or wire cables extending across a bay from the top of a column to the base of the next column. These rods or cables transfer the lateral forces into the structure's foundation. WJE did not observe X-bracing, associated hardware, or holes through the framing elements that would indicate bracing was ever intended.

In lieu of X-bracing, either portal frames or wind columns are typically installed within the plane of a wall. A portal frame is an arrangement of columns and a horizontal strut with moment-resisting (overturning resistant) connections installed between the columns of the primary frame. A wind column is a single column with a moment-resisting connection to the slab and is installed adjacent to the main frame columns. Both of these alternative bracing options are designed to transfer shear and overturning loads into the foundation. WJE did not observe either of these bracing alternatives at the building.

Given that no dedicated bracing was apparent to serve as the LFRS in the north-south direction, WJE presumes that the original designer intended for the wall and roof paneling to serve as the LFRS through diaphragm action. In diaphragm action, the wall and roof panels, through inherent in-plane shear strength and fastening to secondary members, are able to transfer the lateral loads to the building foundation. In WJE's experience this design philosophy is infrequently used as the sole source of lateral restraint in a

MBS, as it requires relatively small lateral loads and walls with minimal openings. However, both of those conditions were likely met for the original building. In such cases, it is imperative that the designer clearly indicate these design assumption on the structural drawings or contract documents to advise an owner not to create new openings or remove wall panels that would reduce the structure's lateral stability. Removal of wall panels would eliminate the building's lateral stability in the parallel-to-ridge direction and will require installation of new members for the LFRS. The foundation would also need to be evaluated or redesigned to ensure that the loads transferred from any new elements could be adequately resisted by the foundation.

The extent of the proposed alterations to the building, removal of the presumed LFRS, and resulting reduction in the capacity of the rigid frame require the new building to be designed and constructed in accordance with current building code, 2024 IBC. This includes ensuring that the structure is capable of supporting the current prescribed design loads which are outlined in the analysis section above. The snow load slightly increased primarily due to the unheated condition of the new building and increased in ground snow loads utilized in newer building codes. The 2024 IBC similarly alters wind pressure magnitudes and loading patterns.

Removal of exterior wall panels alters the building's wind load behavior, classifying it as an unobstructed, open structure which in this case slightly decreases the wind loads on the roof structure. The decrease in loading can be attributed to air flow being able to enter and pass directly through the structure without redirection upward. It should be noted that if a significant amount of walls or other vertical elements were to be constructed beneath the roof of the open structure, these elements may obstruct air flow through the structure and roof loading would likely be moderately increased, necessitating further evaluation. WJE understands that the intent is to convert the slab into sports courts, so the construction of vertical obstructions is unlikely to occur as a part of this redevelopment.

It is WJE's understanding that wall girts will be removed with the wall panels; however, the wall girts provide flange bracing for the main frame columns. The bracing is provided to the outer flange through direct connection to the girts and to the inside flange by angles connected to the girts. Removing the girts reduces the load-carrying capacity of the frame columns to an unacceptable level. Strengthening and stiffening of the frame columns would be required if the existing structure is to remain in place.

Based on WJE's calculations the existing purlins do not have required strength to sustain either original or new design loads. Accordingly, roof purlins will require strengthening, bracing, or the loads on the purlins reduced. Strengthening of C-purlins by adding additional elements to the existing section is typically not economically feasible due to the amount of work to modify every purlin, and the susceptibility of the relatively thin elements to distortion, local deformations, and eccentricities during such repairs. The installation of discrete bracing would likely increase the bending capacity of the purlins. Reducing the area tributary to the purlins by the addition of supplemental members would be beneficial as it would reduce the demand on individual purlins. The existing purlins could also be replaced with new purlins that have a greater capacity.

It is anticipated that the end wall framing, including girts and end wall posts, at the north end of the building would be removed in conjunction with the wall panels. Removal would result in a condition similar to that observed at the south end of the original building. The end walls are constructed with cold-

formed posts and beams. The corner and intermediate posts support the roof rake beam. In WJE's opinion, each of the connections in the end wall frame is considered a pinned connection, capable of resisting forces in two principle directions and do not provide moment resistance. This is not an issue with the intermediate posts installed; however, removal of intermediate posts results in an end wall frame that is theoretically unstable when loaded in plane. Supplemental reinforcement of the end wall framing would be required.

Other conditions that exist at the south end wall include the missing purlin-to-beam connections and the purlin attachment to the adjacent building. The connections of the purlins to the end wall beam appear to have been cut where the intermediate post had previously connected. Instead of reconnecting the purlin to the end wall framing, it was welded to the ends of the newer purlins at the adjacent south addition. As such, these two purlins are not braced against rotation at their end bearing and are not laterally braced in an uplift loading condition. The connection of the unattached purlins to the end wall should be restored. Additionally, care must be taken to disconnect the welded ends of the purlins prior to demolition of the southern addition and avoid damage to the structure intended to remain.

At one rigid frame column accessible along the east wall, an approximately 5/8-inch gap was present beneath a base plate where it was shimmed with stacks of washers around the anchors. Full bearing contact between the base plate and foundation helps limit rotation, distribute compression stresses, and prevent bending of anchorages. MBMA technical publications require uniform contact between the base plate and the concrete. Any voids beneath column base plates are to be grouted full to provide uniform load transfer into the slab.

WJE identified thickened portions of the slab-on-ground containing additional steel reinforcement in addition to that noted at the remainder of the slab. These thickened areas within the interior of the slab extend between frame columns and are assumed to be tie rods or grade beams providing tensile restraint to the outward thrust generated at the base of the frames. The tie rods are an essential foundation for the overall structural performance of the MBS. Any construction activities during the redevelopment that involve coring, drilling, or cutting through the concrete slab should be carefully coordinated to avoid intercepting the slab tie rods. Penetrations or modifications to the slab should be reviewed and approved by a structural engineer licensed in the State of Texas prior to execution.

The cracking observed in the concrete slab is not judged to be an indication of structural performance issues. The cracking is consistent with drying shrinkage cracking that forms early in the concrete. The cracks can be treated to minimize water ingress following redevelopment in a manner appropriate for the slab's intended use.

It should be noted that WJE's analysis of the existing structure is in part based on assumptions, including the yielding strength of the steel and the weight of the new roof to be installed. WJE assumed the material properties most common at the time of construction. Sampling and testing of the steel would be required to verify that steel strength. Actual material strength less than that assumed would significantly lower the capacity of the steel frames. The installation of a relatively lightweight metal panel roof was also assumed. Greater overstressing of the framing elements would occur should a heavier roof assembly be installed.

OPTIONS FOR REDEVELOPMENT

Based on WJE's observations and the proposed alterations to the structure, the following structural modifications are recommended to be considered as part of the redevelopment. These options are presented as viable options should the City elect to pursue converting the MBS into an open-air, covered structure.

Lateral Force Resisting System

Assuming that the wall panel and girts will be removed from the building, supplemental framing elements will need to be added to the structure to resist wind loading in the north-south direction or other incidental lateral forces. X-bracing cables or new steel sections for portal frames could be installed between frame bays or wind columns could be attached to existing frame columns. However, careful consideration would be required to assure proper transfer of loads to existing steel framing and into foundation. The existing steel framing would likely be subjected to weak-axis loading for which it was not intended. Foundation elements would have to be capable of resisting the potential shear and overturning forces that would be imparted by the new LFRS elements. The new LFRS and any necessary modifications to steel structure or the foundations would need to be designed by the engineer-of-record for the redevelopment. Prior to this design, further investigation into the existing foundation configuration is recommended to understand any limiting capacities.

Rigid Frames Under Vertical Loads

Neither the rigid frame beams or columns meet the design strength requirements of the newer building code due to the removal of the existing bracing as part of the wall system. Strengthening and stiffening of the frames would be required to maintain capacity after removal of the wall girts. To achieve this, metal steel plates or other steel shapes could be welded to existing frames to create new, stiffer structural sections. These elements and associated connections to the existing frames would need to be designed by the engineer-of-record for the redevelopment.

Purlins

To effectively strengthen the roof purlins, or reduce the demand on them, WJE recommends installing discrete bracing and/or installing additional purlins between the existing locations. The two purlins that were observed to be disconnected from the end wall beam will also need to be reconnected to provide proper bearing restraint.

End Walls

The end wall beam and corner posts require retrofit with moment-resisting connections and strengthened to resist the increased loads experienced after removal of the intermediate posts. It would likely be more feasible to replace the remaining end wall framing with a more robust and stable frame capable of independently spanning the full width of the building.

Column Baseplate Conditions

To ensure full bearing contact between the frame column baseplates, it is recommended that a non-shrink grout be installed where any gaps beneath the baseplates occur.

Selective Demolition Considerations

Prior to demolition at the adjacent building additions, the contractor should ensure that the welded purlin ends between the original building to remain and the southern addition are separated to avoid unintentional damage to the portion being redeveloped. At the existing slab-on-ground, locations of anticipated coring should be clearly denoted and the locations scanned to avoid the thickened tie rod locations in the slab. Temporary bracing in the north-south direction should be installed before any removal of the exterior walls.

Structure Replacement

WJE acknowledges that implementing the structural modifications outlined above would likely require a significant financial investment that potentially could approach the cost of a new structure. Full replacement of the existing structure is also an option. If this approach is chosen, WJE would recommend that the existing foundation be removed as well, unless a thorough evaluation of the foundation is performed and the findings approved as an acceptable foundation by the designer.

CONCLUSIONS

In order to remove the wall panels and their supporting elements, significant structural modifications and further evaluation of the portions to remain would be required. The major items to address include installation of a LFRS in the north-south direction, strengthening of the rigid frames, and installing new purlins. Other items include grouting beneath frame base plates and restoring connections between of purlins to beams where they are to remain. Additionally, the contractor should identify and avoid cutting or making any penetrations within the thickened tie rod portions of the slab and disconnect the welded ends of purlins between the portions of the building to remain and those to be demolished.

CLOSING

WJE is pleased to have had the opportunity to assist Parkhill and the City of Celina, Texas in evaluating the condition of this structure and assisting in determining the feasibility of the proposed redevelopment. Please let us know if we can answer any questions or be of further assistance on this project.

FIGURES

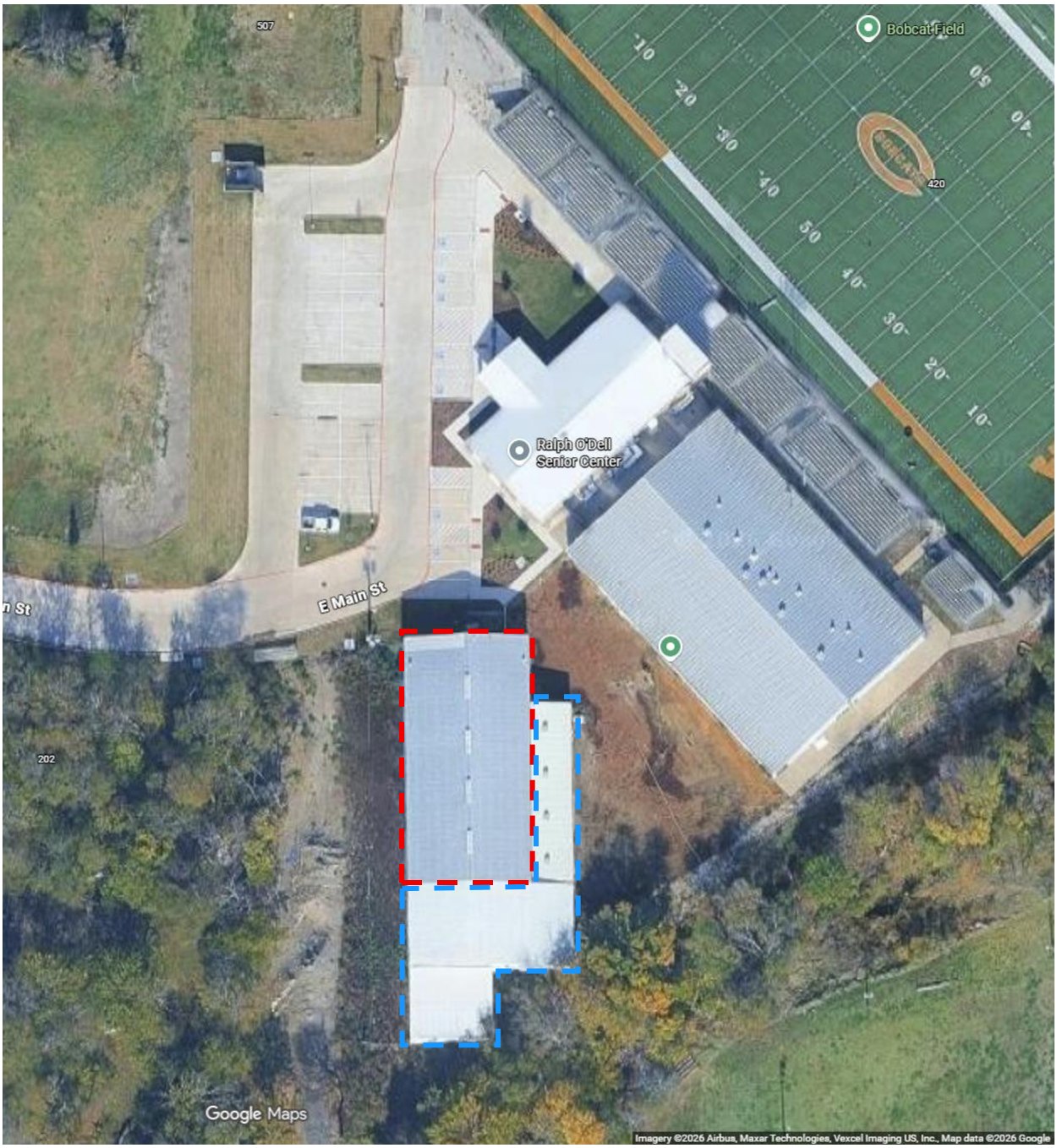

Figure 1. Satellite image of subject MBS at 503 East Pecan Street. Extent of original building outlined in red and additions in blue. Image taken from Google Earth on April 14, 2026. Data provided by Airbus, Maxar Technologies, Vexcel Imaging US, Inc. and Google. Annotations by WJE.

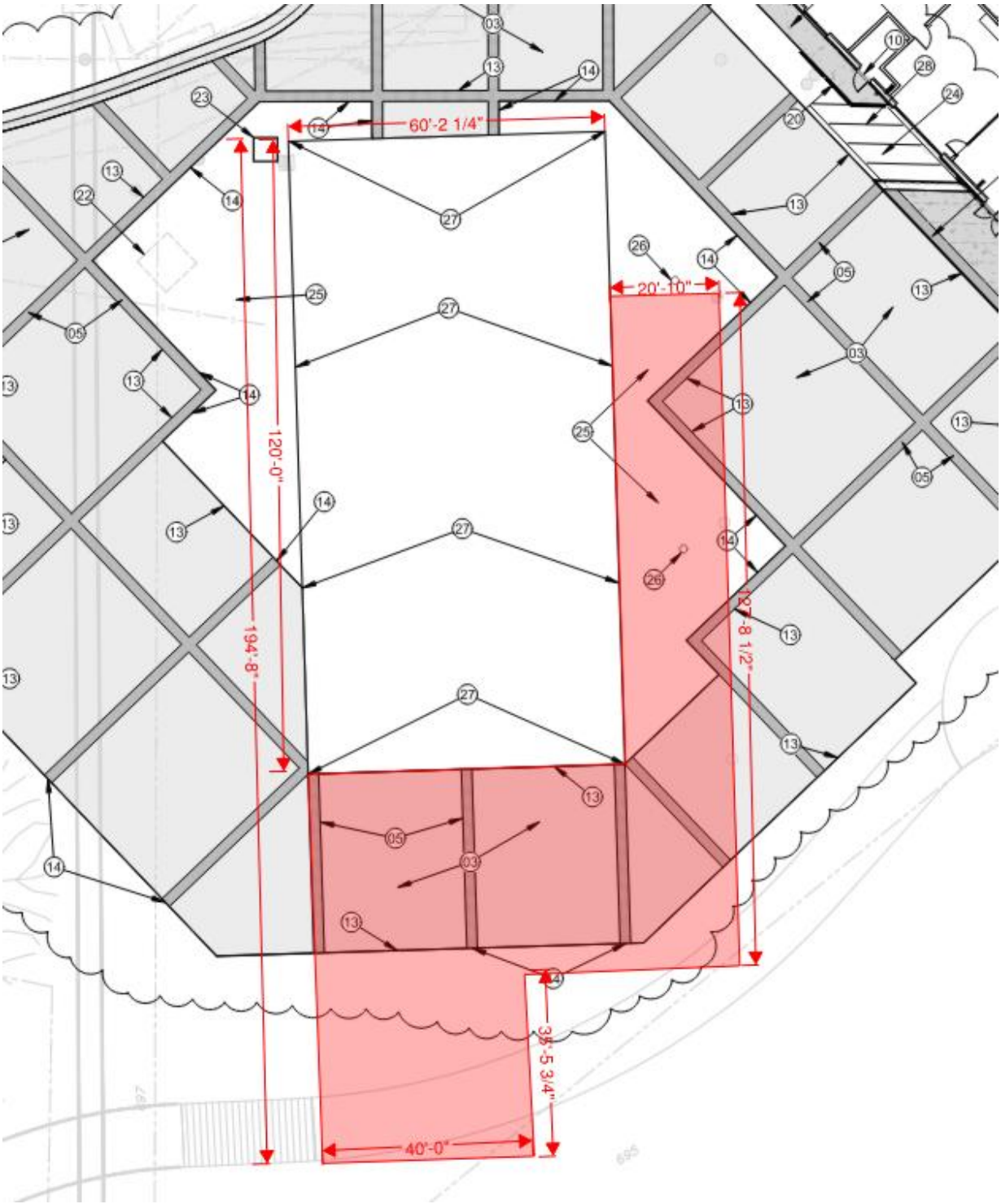

Figure 2. Schematic demolition plan provided by Parkhill. Approximate extents of building to be demolished shaded in red by Parkhill.



Figure 3. View of subject MBS viewed from northwest corner.



Figure 4. View of subject MBS viewed from east. Building addition to be demolished outlined in yellow dashed line.



Figure 5. View of subject MBS viewed from south. Visible portions of building shown to be demolished.



Figure 6. Wood-framed mezzanine at northern 20 feet of building.



Figure 7. Overall view of framing at interior of subject MBS. Typical columns indicated with yellow arrows and rafters with blue.



Figure 8. View of typical rigid frame column (blue arrow). Column flange bracing indicated with yellow arrows.



Figure 9. View of MBS framing looking south. Rafter indicated with red arrow and rafter flange bracing indicated with yellow arrows.



Figure 10. Typical end plate connection between column and rafter segment.



Figure 11. Typical end plate connection at rigid frame ridge.



Figure 12. Column base plate connection with 3/4-inch anchor (arrow).



Figure 13. View of MBS framing looking south. Purlins indicated with yellow arrows.



Figure 14. Typical C-shaped roof purlin with through-fastened screws (arrows).



Figure 15. Typical connection tab for purlins. Similar for wall girts.



Figure 16. Typical girt placement and spacing.



Figure 17. Over view of north end wall corner post (blue arrow), end wall post (red arrow), end wall girt (yellow arrow), and end wall beam (orange arrow).



Figure 18. Typical end wall post bent plate clip viewed from within post section.



Figure 19. Connection of end wall corner post (yellow arrow), end wall beam rafter (green arrow), and eave purlin (blue arrow).



Figure 20. View of connections between end wall corner post (yellow arrow), end wall beam (green arrow), and eave purlin (blue arrow).



Figure 21. Typical end wall beam connection at ridge.



Figure 22. GPR antenna during scan at interior of concrete slab. Approximate location of thickened concrete depicted in scan indicated with dashed red lines.

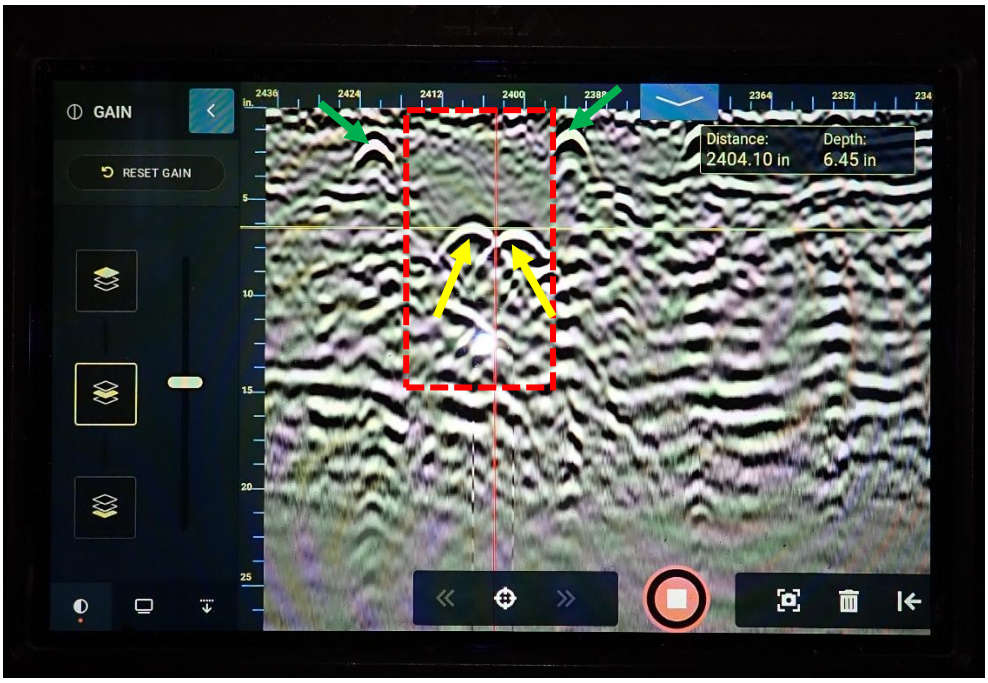

Figure 23. View of GPR screen at thickened slab. Thickened concrete area indicated with red box (depth assumed). Parabolas indicate location of steel reinforcement in slab (green arrows) and within thickened slab region (yellow arrows).

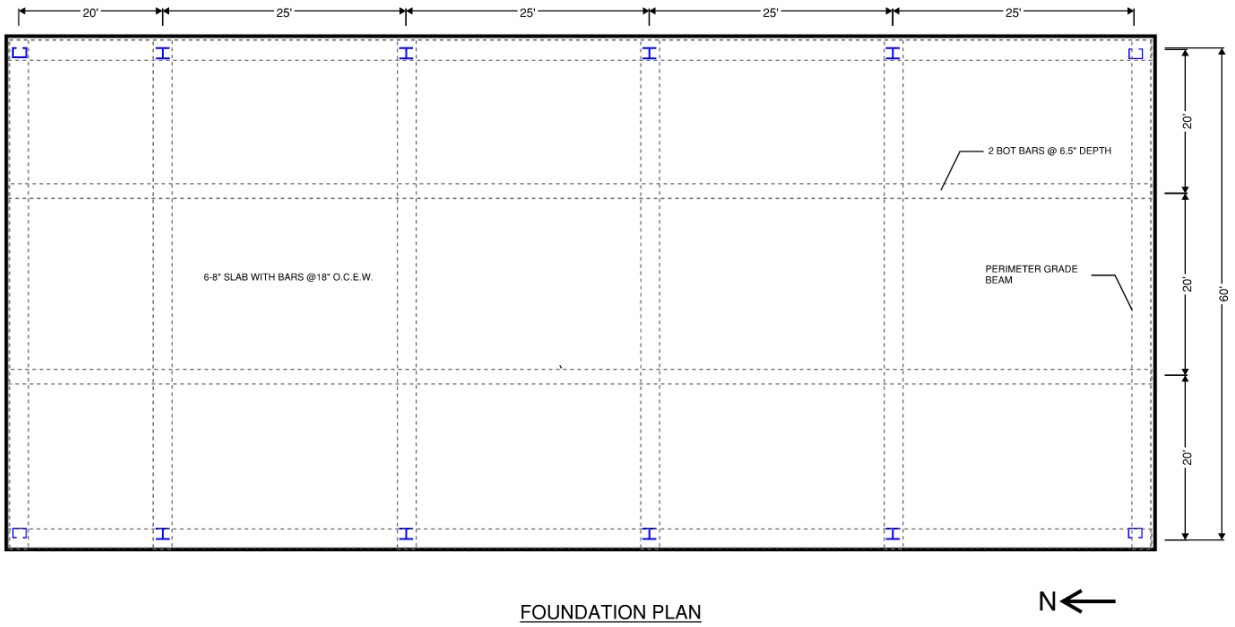

Figure 24. Foundation plan by WJE. Dashed lines indicated thickened slab locations.



Figure 25. Column base plate connection offset from slab.


Figure 26. Damage to girt at east wall indicated with arrow.



Figure 27. Cladding with minor damage (dashed red outline).



Figure 28. South end wall corner post (red arrows) and beam (yellow arrow). Green arrows indicated newer hot-rolled structural steel frame for south building addition.



Figure 29. View of framing connections between south end wall of subject building and south addition framing. Indicated items include end wall beam (green arrow), south addition frame (blue arrow) and welds at purlins and beam (yellow arrows).



Figure 30. Welded connection (arrow) between purlin ends.



Figure 31. Cut plate connection at end of purlin.



Figure 32. One-inch gap between underside of purlin and top of end wall beam.

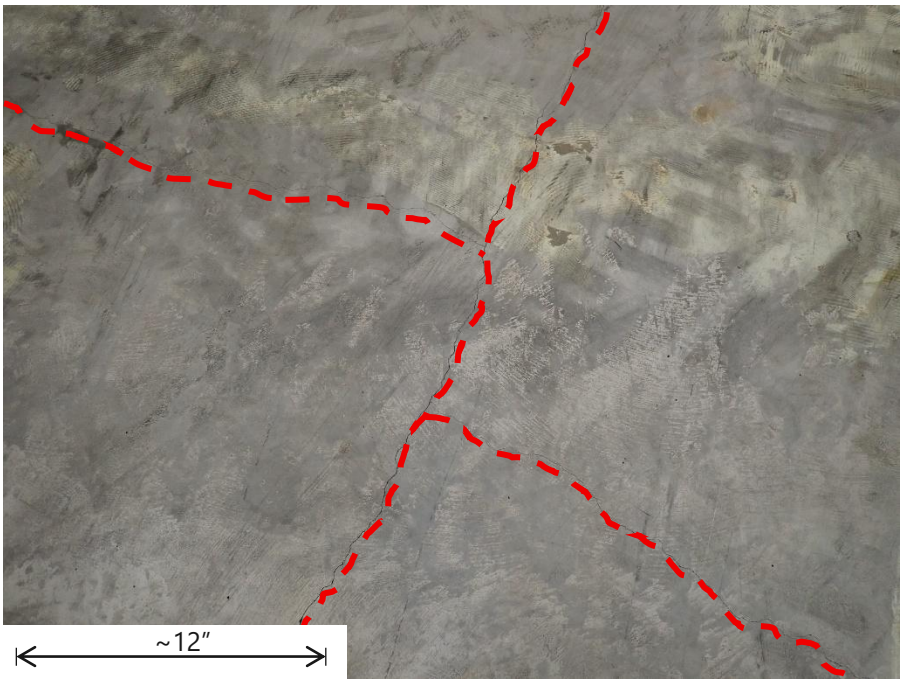

Figure 33. Cracks in slab on ground traced with dashed red line.

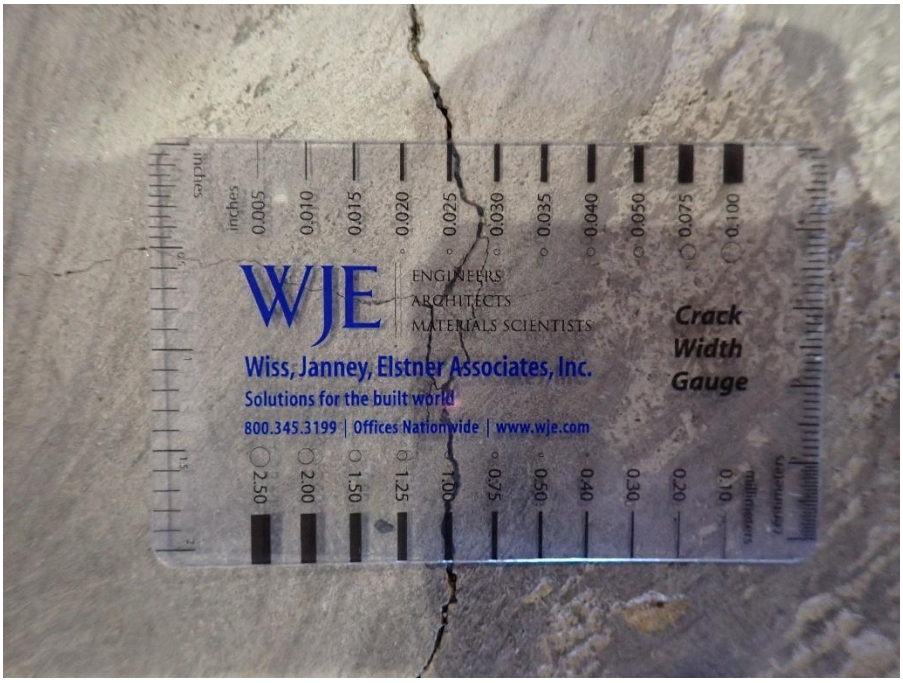

Figure 34. Cracks in slab on ground measured up to 25 mils.

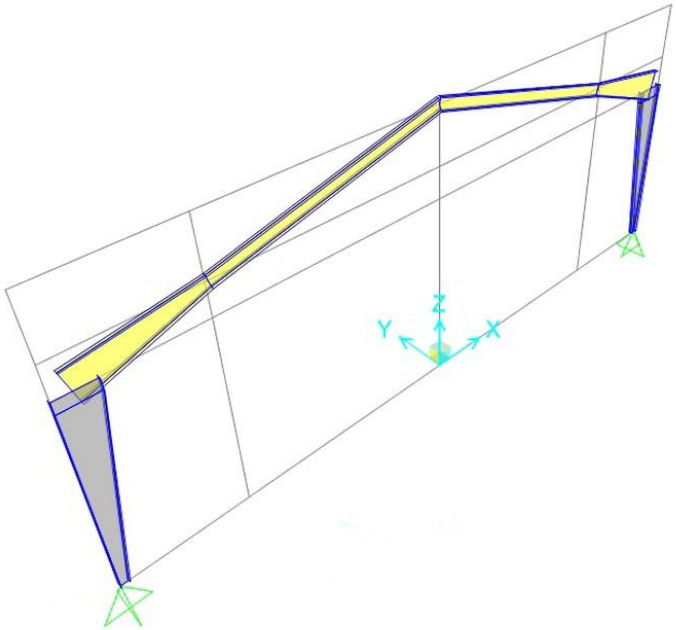

Figure 35. Excerpt from SAP2000 structural analysis software depicting isometric view of modeled frame.

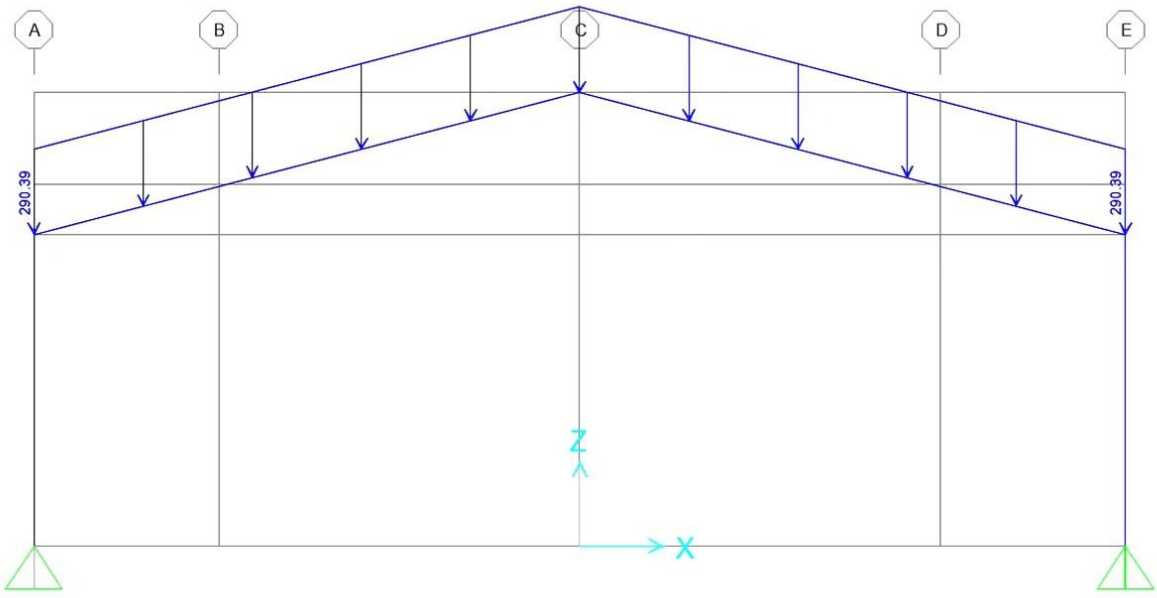

Figure 36. Excerpt from structural analysis software depicting live loads on rigid frame.

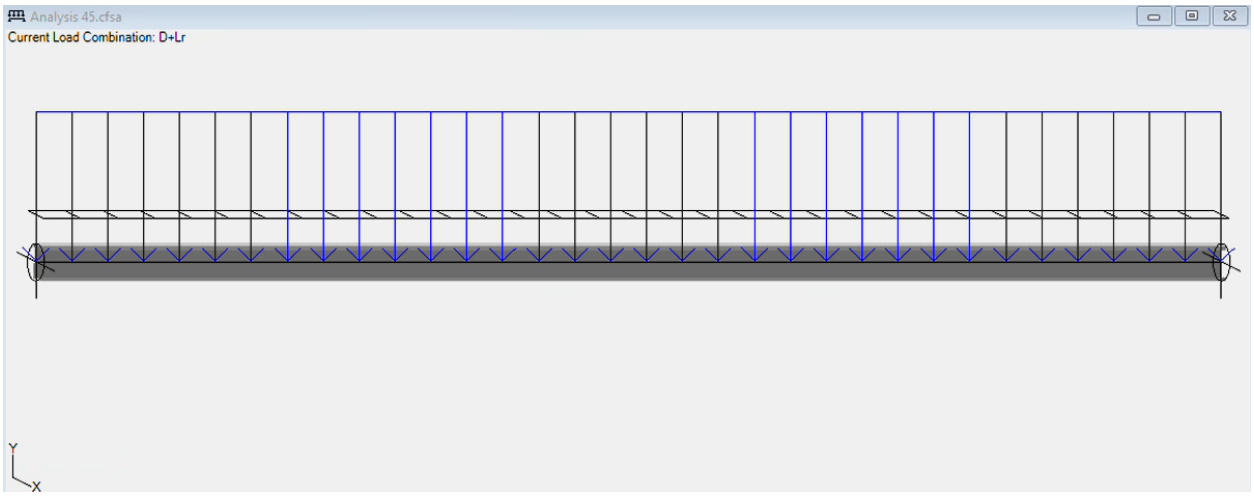

Figure 37. Excerpt from CFS15 purlins model.

MINUTES
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, APRIL 14, 2026
4:40 PM

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the meeting to order at 4:50 PM.

Members Present:	**Members Absent:**
Mayor Ryan Tubbs	Council Member Philip Ferguson
Mayor Pro Tem Eddie Cawlfield	
Deputy Mayor Pro Tem Brandon Grumbles	
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 Pastor David Smullin, with Portrait Church, 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 4:55 PM.

Texas Government Code Section 551.071 Consultation with Attorney:

A. Discussion regarding Legacy North.

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

B. Discussion regarding Project Latera.
C. Discussion regarding Project Highland.
D. Discussion regarding Project 151.
E. Discussion regarding Project Cypress.
F. Discussion regarding Project Opal.

MOTION: Council Member Hopkins motioned to approve a Chapter 380 Agreement between the City of Celina and EWS DNT, LLC, seconded by Council Member Wigginton. The motion carried 6-0.

G. Discussion regarding Project Origin.

MOTION: Council Member Wigginton motioned to approve a First Amendment to the Economic Development Incentive Agreement between the City of Celina, the Celina Economic Development Corporation and Joe East Enterprises, Inc., seconded by Council Member Hopkins. The motion carried 6-0.

Moved to Item III. Q.

H. Discussion regarding Project Storyline.
I. Discussion regarding Project Southland.
J. Discussion regarding Project Kingsmen.
K. Discussion regarding Project Dusk.
L. Discussion regarding Project Jasper.
M. Discussion regarding the Troubadour Festival.

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

N. Discussion regarding Coit Road Right of Way Acquisition.
O. Discussion regarding Carey Road Right of Way Acquisition.
P. Discussion regarding a lease for the old Celina Senior Center.
Q. Discussion regarding Project Earthman.

MOTION: Council Member Wigginton motioned to approve the Real Property Exchange Agreement and authorize the Mayor to execute the agreement, subject to final edits being approved by the City Manager and City Attorney, seconded by Council Member Hopkins. The motion carried 6-0.

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 6:36 PM.

R. 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 right of way totaling 0.360 acres for construction of public improvements for Carey Road from Legacy Drive to the eastern property line of the Bent Tree subdivision, including but not limited to, construction and maintenance of roadway, drainage, grading, such appurtenant facilities as may be necessary, and other public uses, on real property as portion of a tract of land generally described as being located in the R. Cowan Survey Abstract No. 211, City of Celina, Denton County, Texas, Denton CAD property ID #101229, such property generally located north of Carey Road and approximately 870 feet west of Legacy 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 property; ratifying prior documents made for acquisition of the property; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the property if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date. (Brawner)

MOTION: Mayor Pro Tem Cawlfield moved and Council Member Koehne seconded that the City Council of the City of Celina adopt Resolution No. 2026-014R and authorize the use of the power of eminent domain to acquire right of way of 0.360 acres, on a parcel of property located in the R. Cowan Survey, Abstract No. 211, City of Celina, Denton County, Texas, Denton CAD Property ID #101229, being a part of a called 5 acre tract recorded in Instrument No. 2006-152722, Official Records of Denton County, Texas, generally located north of Carey Road, approximately 870 feet west of Legacy Drive, (as more fully described in Exhibit "A" of the proposed Resolution for this item) for a public purpose and use to install and maintain roadway, which includes but not limited to the following municipal functions: roadway installation and maintenance, drainage, grading, such appurtenant facilities as may be necessary, and other public uses, with this motion and the first record vote applying to all units of property to be condemned. The results of the Roll Call Vote on Resolution No. 2026-014R were: For: Mayor Ryan Tubbs, Mayor Pro Tem Cawlfield, Deputy Mayor Pro Tem Grumbles, Council Member Hopkins, Council Member Wigginton, Council Member Koehne. Against: None. Motion to approve Resolution No. 2026-014R. The motion carried 6-0.

Moved to Item III. F.

IV. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Recognition of Council Member Wigginton and Council Member Koehne.
B. Child Abuse Prevention Proclamation. (Tubbs)
C. The City Floodplain Management Excellence Award 2026. (Oduro)
D. CEDC Local Business Support Program - Size-Up Launch. (Satarino)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding the Screening Ordinance Update. (McAfee)
B. Discussion regarding the Ironman competition. (Cullison)

VI. OPEN FORUM:

Mayor Tubbs called on those who signed up to speak:
1) Keith Smith spoke about turf installation.

VII. CONSENT AGENDA:

MOTION: Deputy Mayor Pro Tem Grumbles motioned to approve the Consent Agenda, seconded by Council Member Wigginton. The motion carried 6-0.

A. Minutes Approval:
   1) City Council - Regular Meeting - March 10, 2026, 5:00 p.m.
B. Consider and act to authorize and ratify Amendment 5, Parkhill Smith Cooper's Design Services MSA for the Park Administration Indoor Turf Building forensics study in the amount not to exceed $66,620.00. (Brawner)
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. 2026-019

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

Resolution No. 2026-015R

E. Consider and act to authorize the purchase of school zone flashers and equipment for Prosper ISD Jim Bridges Middle School and Celina ISD Willard Elementary School from Consolidated Traffic Control, Inc., through a cooperative contract with Houston-Galveston Area Council cooperative purchasing program (HGACBuy), Contract #PE-05-21, for an amount not to exceed $140,761.00. (Figueroa)

F. Consider and act to adopt a Resolution accepting and approving the final artwork for the digital mural for the Downtown Center. (Kearney)

Resolution No. 2026-16R

G. Consider and act to approve an Economic Development Agreement with El Puente de Celina for the annual Cinco de Mayo event. (Monaco)

H. Consider and act upon to approve an amendment to an event management contract with SBG Hospitality to include Celina Oktoberfest in the amount not to exceed $225,000.00. (Monaco)

I. Consider and act to approve a work authorization with B-Weiss Entertainment Group, LLC., for event infrastructure at Splash & Blast in an amount not to exceed $275,948.57. (Monaco)

J. Consider and act to authorize the use of contingency funds for a change order to the awarded contract for Celina Parkway (CR 52) Reconstruction, Bid 2026-004, in the amount of $82,240.00 for the addition of a right turn lane and storm drainage adjustments (Oduro)

K. Consider and act to award Bid 2026-27 for the construction of Preston Road Median Tree Replacement to Central North Construction, LLC, in the amount of $477,595.00, plus a ten (10) percent contingency of $47,759.50 for a total amount not to exceed $525,354.50. (Oduro)

L. Consider and act upon an Ordinance altering the prima facie speed limits established for vehicles under the provisions of the Transportation Code, Section 545.356 upon FM 1385, or parts thereof, within the incorporate limits of the City of Celina, beginning at the intersection of Parvin Road (Frontier Parkway); thence continuing along in a northerly direction for a distance of 2.8 miles, approximately to the northern boundary of City limits located on FM 1385 to 45 MPH. (Oduro)

Ordinance No. 2026-020

M. Consider and act to approve a work authorization amendment for design services from Kimley-Horn and Associates, Inc., for the Pecan Street Improvements in an amount of $276,500.00 for a total contract amount not to exceed $822,200.00. (Oduro)

N. Consider and act to release the drainage easement on Sutton Fields East Phase 2

identified by Denton County as Instrument 2024-82061. (Oduro)

O. Consider and act to renew the agreement with EC America, Inc., for construction management software through a cooperative contract with the General Services Administration in an amount not to exceed $211,615.70. (Oduro)

P. Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance No. 2020-117 by amending Section 4 of said Ordinance concerning the membership of the Board of Directors of Tax Reinvestment Zone Number Twelve, City of Celina, Texas, to authorize the City Council to serve as the City's appointees to the Board of Directors. (Owens)

Ordinance No. 2026-021

Q. Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance No. 2021-74 by amending Section 4 of said Ordinance concerning the membership of the Board of Directors of Tax Reinvestment Zone Number Thirteen, City of Celina, Texas, to authorize the City Council to serve as the City's appointees to the Board of Directors. (Owens)

Ordinance No. 2026-022

R. Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance No. 2021-112 by amending Section 4 of said Ordinance concerning the membership of the Board of Directors of Tax Reinvestment Zone Number Fourteen, City of Celina, Texas, to authorize the City Council to serve as the City's appointees to the Board of Directors. (Owens)

Ordinance No. 2026-023

S. Consider and act to approve an Assignment of Obligation to a Development, Incentives, and Facilities Agreement between the City of Celina, the Celina Economic Development Corporation and Trinity Celina, LLC. (Satarino)

T. Consider and act to authorize the purchase of bleachers for Old Bobcat Stadium within Ousley Park from Southern Bleachers Company through a cooperative contract in the amount not to exceed $254,500.00. (Walsh)

U. Consider and act to authorize the purchase of a fuel tank with two (2) pumps from JF Petroleum Group through a cooperative contract with BuyBoard #772-25 for an amount not to exceed $170,000.00. (White)

VIII. PUBLIC HEARING/ACTION:

A. 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 7:23 PM.
The applicant for the project spoke regarding future plans.
Mayor Tubbs closed the Public Hearing at 7:27 PM.

MOTION: Council Member Koehne motioned to deny the agenda item, seconded by Council Member Wigginton. The motion carried 6-0.

B. 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 Auto, Gas Pumps/Fuel Sales use on approximately two (2) acres; generally located at the northeast corner of Frontier Parkway and Preston Road, within the City limits, for Murphy USA (Celina Gateway). (Mohan)

Mayor Tubbs opened the Public Hearing at 7:31 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:31 PM.

MOTION: Council Member Hopkins motioned to approve Ordinance No. 2026-024, seconded by Mayor Pro Tem Cawlfield. The motion carried 6-0.

C. Conduct a Public Hearing to consider and act upon an Ordinance on the voluntary annexation of approximately eight (8) acres; generally located west of FM 455 (future Legacy Drive) and approximately 650 feet north of future O'Brien Drive, within the Extraterritorial Jurisdiction (ETJ), for Yellow Door Storage. (Mohan)

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

MOTION: Deputy Mayor Pro Tem Grumbles motioned to approve Ordinance No. 2026-025, seconded by Council Member Wigginton. The motion carried 6-0.

D. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately eight (8) acres to a Planned Development (PD) with Commercial, Office, and Retail District (C) base zoning, and modified development standards; generally located west of FM 455 (future Legacy Drive) and approximately 650 feet north of future O'Brien Drive, for Yellow Door Storage. (Mohan)

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

MOTION: Council Member Wigginton motioned to approve Ordinance No. 2026-026, seconded by Deputy Mayor Pro Tem Grumbles. The motion carried 6-0.

E. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by amending an approximate 28 acre portion of Planned Development (PD) No. 122 with modified development standards; generally located at the southwest corner of Louisiana Drive and future J. Fred Smith Parkway, within the City limits, for Uptown Commerce Center. (McAfee)

Mayor Tubbs opened the Public Hearing at 7:42 PM.
1) Melissa LASTNAME spoke regarding future development.

Mayor Tubbs closed the Public Hearing at 7:43 PM.

MOTION: Council Member Hopkins motioned to approve Ordinance No. 2026-027, seconded by Council Member Wigginton. The motion carried 6-0.

F. Conduct a Public Hearing to consider and act upon an Ordinance amending Ordinance No. 2025-02, the City's Master Thoroughfare Plan and Map. (Oduro)

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

MOTION: Council Member Hopkins motioned to approve Ordinance No. 2026-028, seconded by Council Member Koehne. The motion carried 6-0.

IX. ACTION ITEM:

A. Consider and act to award Bid 2026-028 for the Glendenning Transmission Line project to S.J. Louis Construction of Texas, LTD., in the amount of $16,718,733.73, plus a ten (10) percent contingency of $1,671,873.37 for a total amount not to exceed $18,390,607.10. (Brawner)

MOTION: Council Member Wigginton motioned to approve the agenda item, seconded by Council Member Koehne. The motion carried 6-0.

X. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 7:52 PM.

Approved on the 12th day of May 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: May 12, 2026

Agenda Item:
Consider and act upon purchasing Dell and Panasonic computer hardware from GTS Technology Solutions through a cooperative contract with the State of Texas Department of Information Resources (DIR) for an amount of $199,274.56, plus a 20% contingency in the amount of $39,854.91, for a total amount not to exceed $239,129.47. (Alexander)

Background Information:

This request facilitates the procurement of essential technology infrastructure for three new municipal facilities for the amount of $199,274.56.

Parks Administration: Hardware for the E-Sports room.

Public Works Administration: Operational hardware for new workspaces

Fire Station #4 Operational hardware for new workspaces

All items will be purchased through the following cooperative contracts.

Description	Contract	Amount
ESports	TIPS 230105	139,274.56
Public Works	DIR-CPO-5792 DIR-CPO-5225	15,006.88
Fire Station 4	DIR-CPO-5792	44,993.12
	Total	199,274.56

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

The hardware market is currently experiencing rapid, month-over-month price escalations. To avoid returning to Council for supplemental funding should the quotes expire before procurement is finalized, staff proposes a 20% contingency of $39,854.91. This contingency will only be utilized if the market price at the time of order exceeds the original quote.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Parks E Sports Q-25216
3. Public Works Q-25790
4. DIR-CPO-5792

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 authorizing the purchase as presented.



Dell and Panasonic Computer Hardware

Amy Alexander
Director of Information Technology



Computer Hardware

The purchase will be from GTS Technology Solutions through a Cooperative Contract with the Department of Information Resources (DIR).

Contract: GTS Technology Solutions
$239,129.47
including 20% contingency

Technology Infrastructure for new facilities

- **Parks Administration**
  Hardware for the E-sports room.
- **Public Works Administration**
  Operational hardware for new workspaces
- **Fire Station #4**
  Operational hardware for new workspaces



Thank You!

GTS TECHNOLOGY SOLUTIONS

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

QUOTE

Quote Number:	**Q-25216**
Quoted Date:	04/10/2026
Expiration Date:	04/30/2026
Account Exec:	Kelli Petty
Inside Sales Rep:	Jacob Jiongo
	jacob.jiongo@gts-ts.com
	(512) 681-6281
Terms:	NET 30

QUOTE FOR:

City of Celina

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LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
1	210-BTFT	Alienware Area-51 AAT2265	• AMD Ryzen(TM) 7 9700X processor (8-Core, 40MB Total Cache, 3.8GHz to 5.5GHz) • Windows 11 Pro • NVIDIA(R) GeForce RTX(TM) 5080 16GB GDDR7 • 32GB Dual Channel DDR5 XMP (2x 16GB - Black) 6400 MT/s • 2TB NVMe M.2 PCIe Gen5 SSD • 850W Gold Rated ATX12VO PSU, 240mm Liquid-Cooled CPU, Tempered Glass Door • MediaTek Wi-Fi 7 MT7925, 2x2, 802.11be, MU-MIMO,	Tips 230105	20	$ 5,019.56	$ 100,391.20

			Bluetooth(R) wireless card • Dell Wired Keyboard - KB216 - US English - Black • Dell Wired Mouse - MS116 - Black • Alienware Area-51 AAT2265 • MT7925 wireless card driver • US Power Cord • Shipping Material • Regulatory Label • English, French, Spanish, Brazilian Portuguese • Basic Onsite Service 12 Months • Alienware Care: Onsite Service Extension, 24 Month(s) • Alienware Care: Onsite Service Initial, 12 Month(s) • Activate Your Microsoft 365 For A 30 Day Trial • Game Pass				
2	920-012950	Logitech G915 X - LINEAR GAMING KEYBOARD WIRED		Tips 230105	20	$ 187.33	$ 3,746.60
3	910-006136	Logitech G502 X BLACK CORDED GAMING ACCS MOUSE		Tips 230105	20	$ 93.65	$ 1,873.00
4	27GR83QB.AUS	LG Consumer 27" UltraGear Gaming Monitor		Tips 230105	20	$ 386.80	$ 7,736.00
5	210-BJTT	PowerEdge T360 Server	• Trusted Platform Module	Tips 230105	1	$ 25,527.76	$ 25,527.76

2.0 V6
- 3.5" Chassis with up to 8 Hot Plug Hard Drives and AIC PERC 11, hot-plug PSU
- Intel Xeon 6 Performance 6325P 3.5G, 4C/8T, 12M Cache, Turbo, (55W) DDR5-4800
- Heatsink for 80W or less CPU
- Performance Optimized
- 5600MT/s UDIMMs
- No RAID
- PERC H355 Adapter, Full Height
- Performance BIOS Settings
- No Energy Star
- UEFI BIOS Boot Mode with GPT Partition
- Standard Fan(required for BOSS)
- Dual, (1+1) Redundant, Hot-Plug Power Supply, 600W MM (100-240Vac)
- PowerEdge T360 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM, MLK
- Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height, V2
- Luggage tag, PowerEdge T360
- Pushpin,DELL

- Security Bezel
- BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)
- BOSS Cables and Bracket for T360
- No Operating System
- No Media Required
- Dell Connectivity Client - Enabled
- Dell Connectivity Module
- Secured Component Verification
- iDRAC9, Enterprise 16G
- Dell Secure Onboarding Client Disabled
- iDRAC,Factory Generated Password, No OMQR
- iDRAC Group Manager, Disabled
- No Internal Optical Drive
- No Systems Documentation, No OpenManage DVD Kit
- PowerEdge T360 Shipping
- PowerEdge T350 and T360 Shipping Material
- PowerEdge T360 CCC Marking, No CE Marking
- ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years
- ProSupport Plus Mission Critical 4-Hour 7x24 Onsite

Service with Emergency Dispatch 4 Years Extended
- ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 1 Year
- Dell Hardware Limited Warranty Plus Onsite Service
- Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell
- Dell Hardware Limited Warranty Plus On Site Service Extended Year
- On-Site Installation Declined
- Qty. 2 - 32GB UDIMM, 5600MT/s ECC
- Qty. 4 - 1.92TB SSD SATA Mixed Use 6Gbps 512e 2.5in Hot-plug AG Drive,3.5in HYB CARR, 3 DWPD
- Qty. 2 - Power Cord - NEMA 5-15P to C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)

GTS
TECHNOLOGY SOLUTIONS

QUOTE

Quote Number: **Q-25216**

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability. Dell maintains a strict zero-return policy. Therefore, purchases of incorrect quantity, specifications, items, or configurations are non-refundable and non-returnable. Please ensure that you have reviewed your quote thoroughly. ***This quote does not include the applicable sales tax for our commercial customers***	**Sales Total:** **$ 139,274.56** **Freight & Misc:** **$ 0.00** **Tax Total:** **$ 0.00** **Total (USD):** **$ 139,274.56**

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

QUOTE

Quote Number:	**Q-25790**
Quoted Date:	04/27/2026
Expiration Date:	05/27/2026
Account Exec:	Kelli Petty
Inside Sales Rep:	Jacob Jiongo
	jacob.jiongo@gts-ts.com
	(512) 681-6281
Terms:	NET 30

QUOTE FOR:

City of Celina

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
1	210-BVTL	Dell Pro P 34 USB-C Hub Conferencing Monitor - P3426WEB		DIR-CPO-5792-R	14	$ 614.49	$ 8,602.86
2	275-BBCB	Dell Optical Mouse - Ms116 - Black		DIR-CPO-5792-R	14	$ 13.65	$ 191.10
3	580-ADMT	Dell Wired Keyboard - KB216 - Black		DIR-CPO-5792-R	14	$ 13.65	$ 191.10
4	CF-VEB331U	Panasonic Desktop Dock For Cf-33.Requires Premium Keyboard (Sold Separately).Ethernet (2), Hdmi, Vga, Usb 2.0 (4), Usb 3.0 (2), Serial, Power, Docking Connector, Kensington Lock, Release Lever And Power Button. No Ac Adapter Included	***Requires CF-33 Premium Keyboard***	DIR-CPO-5225	14	$ 332.91	$ 4,660.74
5	CF-AA5713A2M	Panasonic Ac Adapter (100W) For Fz-55, Cf-33		DIR-CPO-5225	14	$ 97.22	$ 1,361.08

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability. Dell maintains a strict zero-return policy. Therefore, purchases of incorrect quantity, specifications, items, or configurations are non-refundable and non-returnable. Please ensure that you have reviewed your quote thoroughly.

Sales Total: **$ 15,006.88**

GTS
TECHNOLOGY SOLUTIONS

QUOTE

Quote Number: **Q-25790**

	Freight & Misc:	**$ 0.00**
	Tax Total:	**$ 0.00**
	Total (USD):	**$ 15,006.88**

Contract Number

DIR-CPO-5792

Contract Start Date: **04/04/25**
Contract Term Date: **04/04/27**

Contract Expiration Date: **04/04/30**

Vendor Information

Dell Marketing LP

Vendor ID: 1742616805400
RFO: DIR-CPO-TMP-582
Contract Status: Active

VENDOR CONTACT:

JoAnn Tamez

Phone: (512) 813-1905

Vendor Website

DIR CONTACT:

Suzanne Carson

Phone: (512) 475-4948

Contract Overview

This contract is for Dell-Branded Products including, but not limited to, desktops, laptops, tablets, peripherals, accessories, and software products manufactured, distributed, or licensed under the Dell brand name and related services. This contract also includes Dell-Branded Services, including cloud services.

Contract Details & Ordering Information

Products & Services

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

Hardware

Other

Software

Technical Services

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: May 12, 2026

Agenda Item:
Consider and act to authorize the purchase of furniture for the new Parks Administration Building from Furniture Marketing Group (FMG) in the amount of $403,384.96, plus a 5% contingency in the amount of $20,169.24, for a total amount not to exceed $423,554.20. (Brawner)

Background Information:
In September 2023, Parkhill Architecture firm was awarded the Parks Admin. Building design. Permit for construction was obtained in July 2025. Parkhill design services included working with City staff on selecting furniture and materials. The City requested that Parkhill coordinate three (3) quotes from various cooperative contracts. FMG holds contracts with Omnia, TIPS, and Vizient. Staff recommends purchasing the furniture through the Omnia contract and the remaining six items from the TIPS contract.

Vendor	Contract	Amount
FMG	Omnia	$395,966.74
FMG	TIPS	$7,418.22
		$403,384.96

Additionally, staff is requesting a 5% contingency to cover unforeseen needs and potential changes in tariff costs.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Omnia Updated Pricing

3. TIPS Updated Pricing

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 recommend awarding the RFP as presented.



Parks Admin

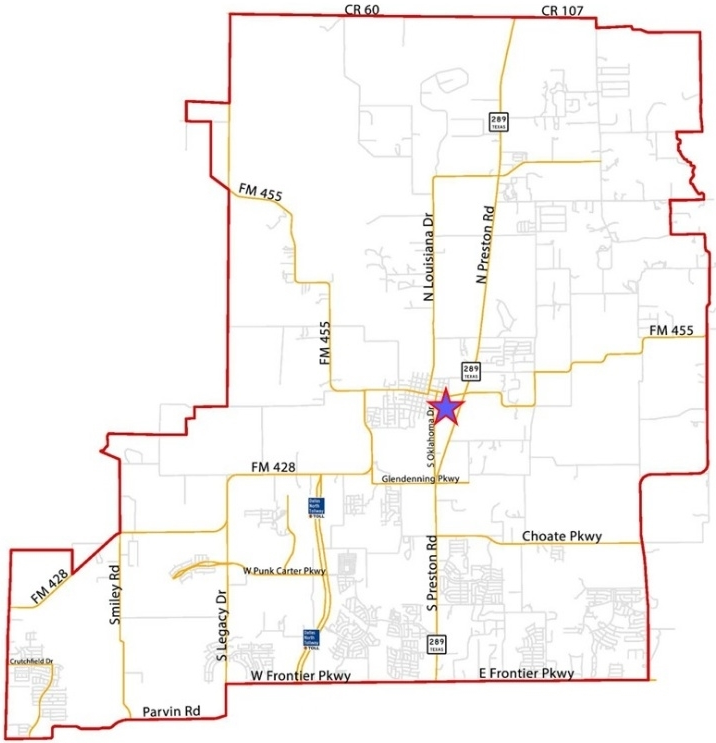
Furniture Purchase

Furniture Marketing Group

May 12, 2026

Kimberly Brawner, P.E., PTOE
Assistant City Manager

Location Map



Parks Admin. Project Background

SCHEDULE

- ~~9/2023 – Parkhill selected as project design architect~~
- ~~7/2024 – Initial Schematic Design reviewed by City Council~~
- ~~12/2024 – CMAR Awarded to Crossland Construction~~
- ~~1/2025 – City Council review of final design~~
- ~~6/2025 – GMP to City Council~~
- ~~7/2025 – Building remodel started~~
- 5/2026 – Bleacher area Civil design Amendment
- 5/2026 – Interior furniture GMP submitted for Council review
- 5/2026 – Civil/ Fire Lane GMP submitted for Council review
- 11/2026 – Substantial Completion



Parks Admin Furniture Package

Public Areas:

- Lobby Seating
- 20 E-Sports Stations and Seating
- Multi-Purpose Room Tables and Seating
- Conference Room Table and Seating
- Public Comfort Room Furniture
- Public Lockers

Employee Areas:

- 6 – Private Office
- 12- Cubicle Workstations
- 8 – Field Staff Benching
- Small Conference Room
- Break Area Table and Seating
- Open Collaboration Seating
- Storage Shelving in 2 rooms
- Field Staff Lockers









Total furniture: $ 423,554.20

OMNIA PRICING: $395,996.74

TIPPS PRICING: $ 7,418.22

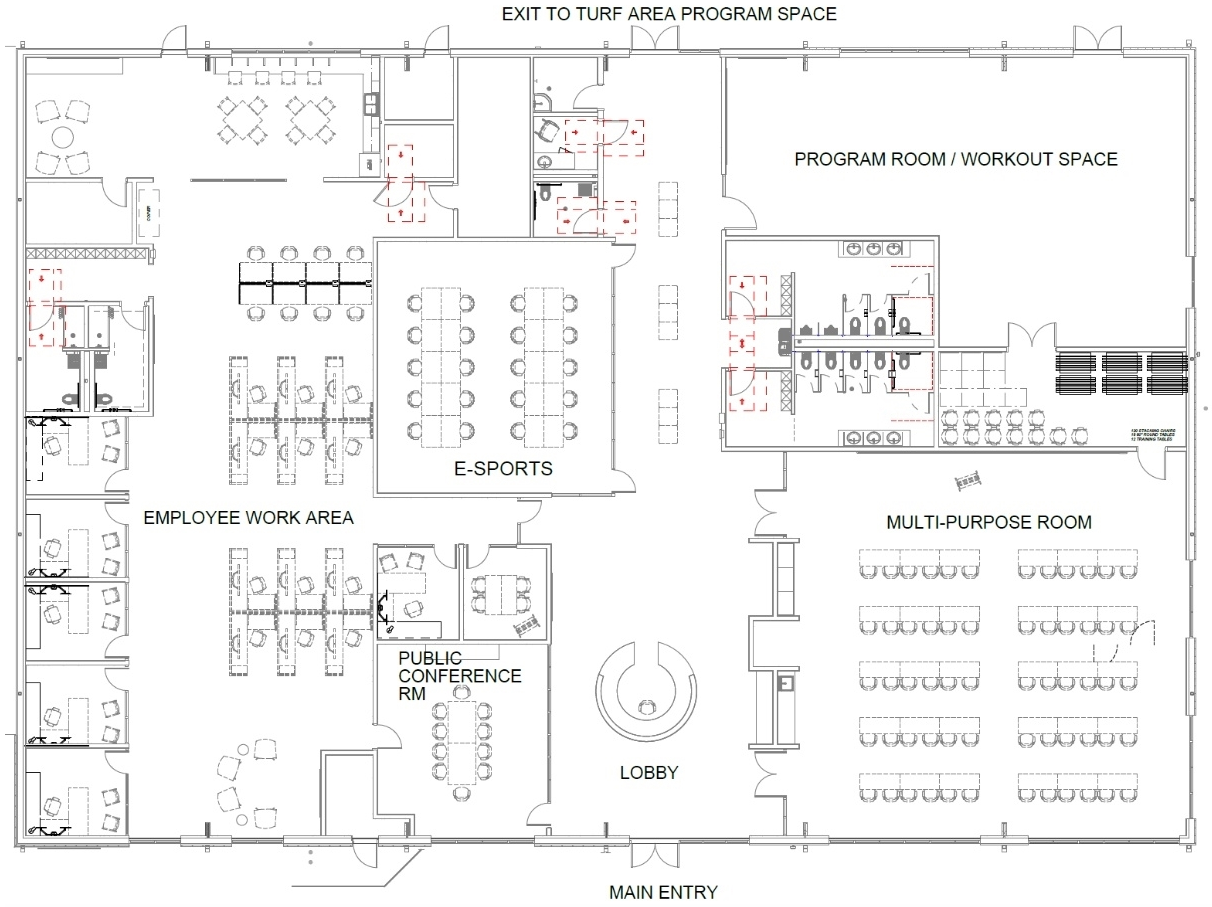
5% CONTINGENCY: $ $20,169.24

Architect coordinated showroom furniture visits

Furniture specifications selected by Parks Director & Staff to meet City Budget

Furniture vendor selected - Dec. 2025 -Furniture Marketing Group

Vendor researched best pricing of specifications with use of govt. contracts and lowest competitive price was met





Questions?

Project Name: City of Celina - Parks & Rec **- PRICING OPTION #3**

Date: 4/27/2026

To get a fully Omnia quote, we'd need to reselect the Allermuir & Peter Pepper Items in Red will be purchased through TIPS contract.

ENTRY/LOBBY					
Tag	**Description**	**Qty**	**Contract**	**Unit Price**	**Extended Price**
B-1	JSI, ARWYN BENCH	3	Omnia	$ 1,426.61	$ 4,279.83
CH-1	HAWORTH, SOJI TASK CHAIR	1	Omnia		$ -
PED-1	HAWORTH, X-SERIES	1	Omnia	$ 605.44	$ 605.44
TR-1	HAWORTH, X-SERIES WASTE BIN	3	Omnia		$ -
				Subtotal by Area	$ 4,885.27

MULTI-PURPOSE ROOM					
Tag	**Description**	**Qty**	**Contract**	**Unit Price**	**Extended Price**
T-1	JSI, LOK TRAINING TABLE	30	Omnia	$ 952.73	$ 28,581.90
CH-2	VIA, ALL-WAYS STACKABLE CHAIR - ARMLESS	54	Omnia	$ 463.26	$ 25,016.04
CH-3	VIA, ALL-WAYS STACKABLE CHAIR - WITH ARMS	6	Omnia	$ 482.23	$ 2,893.38
TR-1	HAWORTH, X-SERIES WASTE BIN	2	Omnia		$ -
MB-1	HAWORTH, MARKERBOARD	4	Omnia	$ 1,512.98	$ 6,051.92
				Subtotal by Area	$ 62,543.24

ESPORTS					
Tag	**Description**	**Qty**	**Contract**	**Unit Price**	**Extended Price**
T-2	MIEN, THX GAMING TABLES	20	Omnia	$ 1,629.20	$ 32,584.00
CH-4	HAWORTH, FERN GAMING CHAIR	20	Omnia	$ 1,323.78	$ 26,475.60
				Subtotal by Area	$ 59,059.60

LOUNGE & WELLNESS					
Tag	**Description**	**Qty**	**Contract**	**Unit Price**	**Extended Price**
LG-3	DAVIS, GINKO	4	Omnia	$ 2,392.43	$ 9,569.72
OCC-1	HAWORTH, PIP TABLE	3	Omnia		$ -
LG-1	DAVIS, SEBA LOUNGE	1	Omnia	$ 2,780.46	$ 2,780.46
MB-2	HAWORTH, COLLABORATE WALL TRACKS AND MARKERBOARDS	4	Omnia	$ 1,023.10	$ 4,092.40
				Subtotal by Area	$ 16,442.58

BREAKROOM / BULLPEN					
Tag	**Description**	**Qty**	**Contract**	**Unit Price**	**Extended Price**
CH-7	JSI, KNOX SIDE CHAIR	8	Omnia	$ 490.25	$ 3,922.00
T-4	JSI, NOSH TABLE	2	Omnia	$ 703.12	$ 1,406.24
ST-1	JSI, KNOX COUNTER STOOL	4	Omnia	$ 626.45	$ 2,505.80
LG-2	AIS, LB LOUNGE MODULAR BANQUETTE	1	Omnia	$ 13,095.86	$ 13,095.86
OCC-1	HAWORTH, PIP TABLE	4	Omnia		$ -
OCC-2	DAVIS, CAPAS OCCASIONAL TABLE	1	Omnia	$ 1,351.62	$ 1,351.62
				Subtotal by Area	$ 22,281.52

LARGE CONFERENCE					
Tag	**Description**	**Qty**	**Contract**	**Unit Price**	**Extended Price**
CH-5	SITONIT, PRAVA	10	Omnia	$ 751.18	$ 7,511.80
T-3	DAVIS, TAVO	1	Omnia	$ 13,009.14	$ 13,009.14
TR-1	HAWORTH, X-SERIES WASTE BIN	1	Omnia		$ -
MB-1	HAWORTH, MARKERBOARD	2	Omnia	$ 1,512.98	$ 3,025.96
				Subtotal by Area	$ 23,546.90

SMALL CONFERENCE					
Tag	**Description**	**Qty**	**Contract**	**Unit Price**	**Extended Price**
CH-6	VIA, ONDA	4	Omnia	$ 721.34	$ 2,885.36
T-1	JSI, LOK	2	Omnia	$ 952.73	$ 1,905.46
				Subtotal by Area	$ 4,790.82

OPEN OFFICE BENCHING					
Tag	**Description**	**Qty**	**Contract**	**Unit Price**	**Extended Price**
CH-6	VIA, ONDA	8	Omnia	$ 721.34	$ 5,770.72
BE-1	HAWORTH, INTUITY	8	Omnia	$ 1,099.98	$ 8,799.84
				Subtotal by Area	$ 14,570.56

OPEN OFFICE STATIONS					
Tag	**Description**	**Qty**	**Contract**	**Unit Price**	**Extended Price**
CH-6	VIA, ONDA	12	Omnia	$ 721.34	$ 8,656.08
WS-1	HAWORTH, COMPOSE	12	Omnia	$ 5,640.22	$ 67,682.64
				Subtotal by Area	$ 76,338.72

PRIVATE OFFICES					
Tag	**Description**	**Qty**	**Contract**	**Unit Price**	**Extended Price**
CH-6	VIA, ONDA	6	Omnia	$ 721.34	$ 4,328.04
CH-8	JSI, KNOX	12	Omnia	$ 599.40	$ 7,192.80
PO-1L	HAWORTH, MASTERS	2	Omnia	$ 10,515.55	$ 21,031.10
PO-1R	HAWORTH, MASTERS	3	Omnia	$ 10,512.22	$ 31,536.66
PO-2L	HAWORTH, MASTERS	1	Omnia	$ 10,476.09	$ 10,476.09
				Subtotal by Area	$ 74,564.69

Disclaimers:

1. Labor to receive, deliver and install all product outlined in the above proposal during normal business hours, Monday - Friday 8am-5pm and without a loading dock.
3. Contract Pricing was utilized for all manufacturers where is was available. If no contract was available, pricing is Open Market.
4. Freight, Surcharges and Tarriffs are subject to change with market adjustments.
5. Pricing subject to change with Finish Reselections.

Product Subtotal	**$ 359,023.90**
S&H	$ 4,365.05
Tariffs	$ 5,621.54
Installation	$ 26,956.25
Tax (8.25%)	
Total	**$ 395,966.74**

Highlighted items only.

Project Name: City of Celina - Parks & Rec **- PRICING OPTION #2**

Date: 4/27/2026

To get a fully TIPS quote, we'd need to reselect the Haworth Davis, SitOnIt, Peter Pepper and AIS products.

ENTRY/LOBBY					
Tag	**Description**	**Qty**	**Contract**	**Unit Price**	**Extended Price**
B-1	JSI, ARWYN BENCH	3	Tips	$ 1,457.63	
CH-1	ALLERMUIR RICCO	1	Tips	$ 651.00	$ 651.00
PED-1	TAYCO, SWITCH	1	Tips		$ -
TR-1	PETER PEPPER, REVEAL TRASH RECEPTABLES	3	Tips	$ 733.77	$ 2,201.31
				Subtotal by Area	$ 2,852.31

MULTI-PURPOSE ROOM					
Tag	**Description**	**Qty**	**Contract**	**Unit Price**	**Extended Price**
T-1	JSI, LOK TRAINING TABLE	30	Tips	$ 973.44	
CH-2	VIA, ALL-WAYS STACKABLE CHAIR - ARMLESS	54	Tips	$ 463.26	
CH-3	VIA, ALL-WAYS STACKABLE CHAIR - WITH ARMS	6	Tips	$ 482.23	
TR-1	PETER PEPPER, REVEAL TRASH RECEPTABLES	2	Tips	$ 733.77	$ 1,467.54
MB-1	JSI, NATIVE MOBILE WHITEBOARD	4	Tips		$ -
				Subtotal by Area	$ 1,467.54

ESPORTS					
Tag	**Description**	**Qty**	**Contract**	**Unit Price**	**Extended Price**
T-2	MIEN, THX GAMING TABLES	20	Tips	$ 1,249.40	
CH-4	MIEN, LEVI ESPORTS CHAIR	20	Tips		$ -
				Subtotal by Area	$ -

LOUNGE & WELLNESS					
Tag	**Description**	**Qty**	**Contract**	**Unit Price**	**Extended Price**
LG-3	ERG, CHARLOTTE	4	Tips		$ -
OCC-1	ALLERMUIR, HOST TABLE	3	Tips	$ 337.80	$ 1,013.40
LG-1	ERG, OZARK	1	Tips		$ -
MB-2	CLARIDGE, WHITEBOARD	4	Tips		$ -
				Subtotal by Area	$ 1,013.40

BREAKROOM / BULLPEN					
Tag	**Description**	**Qty**	**Contract**	**Unit Price**	**Extended Price**
CH-7	JSI, KNOX SIDE CHAIR	8	Tips	$ 500.90	
T-4	JSI, NOSH TABLE	2	Tips	$ 718.40	
ST-1	JSI, KNOX COUNTER STOOL	4	Tips	$ 640.07	
LG-2	ERG, VERONA BANQUETTE	1	Tips		$ -
OCC-1	ALLERMUIR, HOST TABLE	4	Tips	$ 337.80	$ 1,351.20
OCC-2	ERG, INDIO OCCASIONAL TABLE	1	Tips		$ -
				Subtotal by Area	$ 1,351.20

LARGE CONFERENCE					
Tag	**Description**	**Qty**	**Contract**	**Unit Price**	**Extended Price**
CH-5	ALLERMUIR, RAPT CONFERENCE CHAIR	10	Tips		$ -
T-3	ALLERMUIR, SULA CONFERENCE TABLE	1	Tips		$ -
TR-1	PETER PEPPER, REVEAL TRASH RECEPTABLES	1	Tips	$ 733.77	$ 733.77
MB-1	JSI, NATIVE MOBILE WHITEBOARD	2	Tips		$ -
				Subtotal by Area	$ 733.77

SMALL CONFERENCE					
Tag	**Description**	**Qty**	**Contract**	**Unit Price**	**Extended Price**
CH-6	VIA, ONDA	4	Tips	$ 721.34	
T-1	JSI, LOK	2	Tips		$ -
				Subtotal by Area	$ -

OPEN OFFICE BENCHING					
Tag	**Description**	**Qty**	**Contract**	**Unit Price**	**Extended Price**
CH-6	VIA, ONDA	8	Tips	$ 721.34	
BE-1	TAYCO, COSMO	8	Tips		$ -
				Subtotal by Area	$ -

OPEN OFFICE STATIONS					
Tag	**Description**	**Qty**	**Contract**	**Unit Price**	**Extended Price**
CH-6	VIA, ONDA	12	Tips	$ 721.34	
WS-1	TAYCO, SWITCH	12	Tips		$ -
				Subtotal by Area	$ -

PRIVATE OFFICES					
Tag	**Description**	**Qty**	**Contract**	**Unit Price**	**Extended Price**
CH-6	VIA, ONDA	6	Tips	$ 721.34	
CH-8	JSI, KNOX	12	Tips	$ 612.43	
PO-1L	JSI, VISION	2	Tips		
PO-1R	JSI, VISION	3	Tips		
PO-2L	JSI, VISION	1	Tips		
				Subtotal by Area	$ -

Disclaimers:

1. Labor to receive, deliver and install all product outlined in the above proposal during normal business hours, Monday - Friday 8am-5pm and without a loading dock.
2. Price increase is expected in March 2026 for AIS. If order is expected to be placed after March, updated pricing will be provided.
3. Contract Pricing was utilized for all manufacturers where is was available. If no contract was available, pricing is Open Market.
4. Freight, Surcharges and Tarriffs are subject to change with market adjustments.
5. Pricing subject to change with Finish Reselections.

Product Subtotal	**$ 7,418.22**
S&H	
Tariffs	
Installation	
Tax (8.25%)	
Total	**$ 7,418.22**

Life Connected.

Engineering (Purchasing)
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: May 12, 2026

Agenda Item:
Consider and act to authorize the City Manager to execute an agreement with Oncor Electric Delivery, LLC, for the burial of electric lines on W. Walnut Street from the NW corner of N. Arizona Drive to the NE corner of N. Colorado Drive for an amount not to exceed $120,054.12. (Brawner)

Background Information:
City Council awarded the Construction Manager at Risk to Swinerton in July 2024. The following Guaranteed Maximum Plan (GMP) amendments have occurred as part of this project:

- In September 2024, GMP #1 was approved for the parking garage for $19,303,385.00.
- In February 2025, GMP #2 was approved to authorize the construction of the Downtown Center in an amount not to exceed $59,050,752.00.
- In March 2025, GMP #3 was approved for the construction of Arizona from Walnut to Pecan for $947,783.00.
- In March 2026, the City Council approved GMP #4, which authorized the construction of approximately 400 linear feet of underground trenching and electrical switch gear pad for the forthcoming Oncor electrical line relocation.

At this time, Oncor overhead electrical lines are located on the north 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 constructed 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.

Oncor is assuming the cost of upgrading the existing equipment in their ongoing maintenance program; however, the cost of physically relocating overhead power to underground conduits is the city's responsibility. The proposed agreement includes Oncor's cost to relocate the lines from overhead to underground.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. ONCOR DSA

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

Staff Recommendation:
Staff recommends approval.



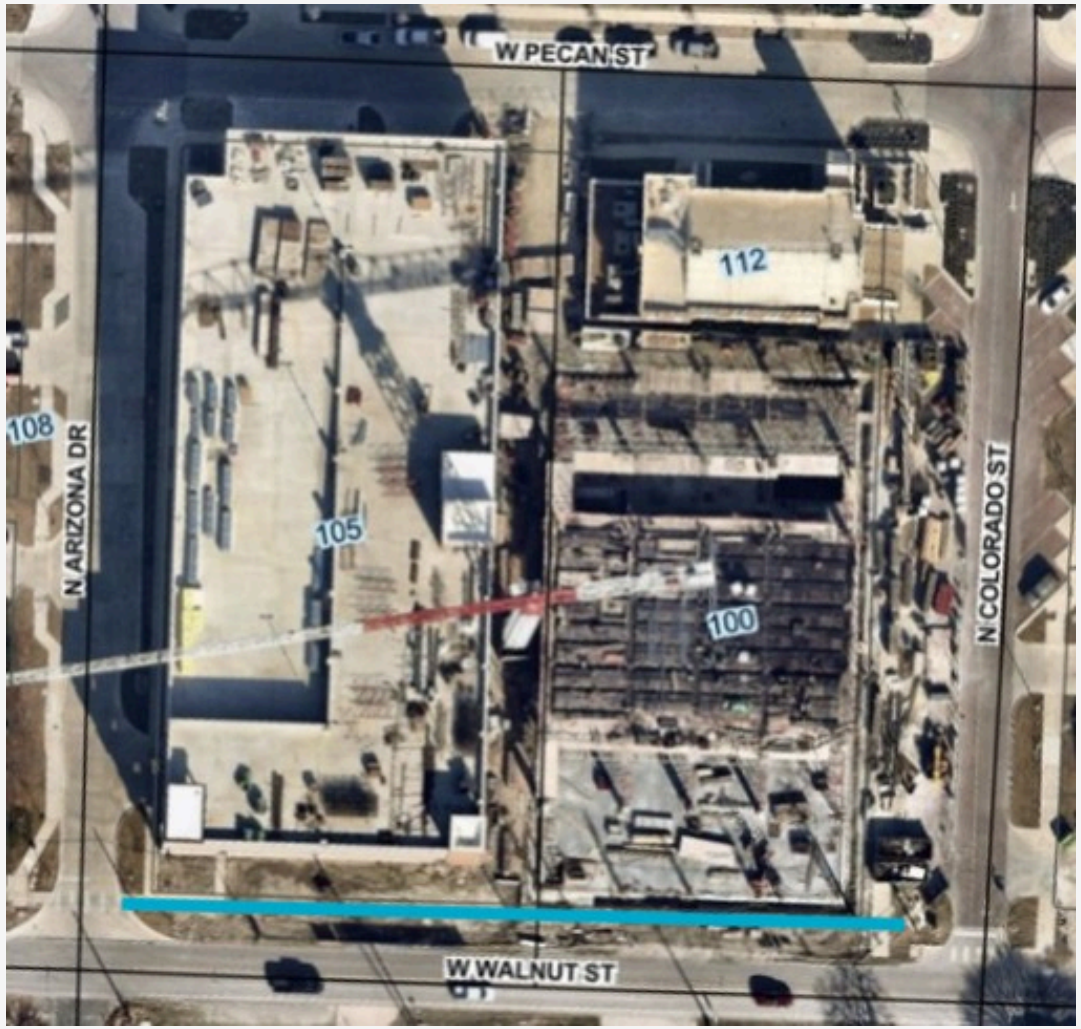
Oncor DSA

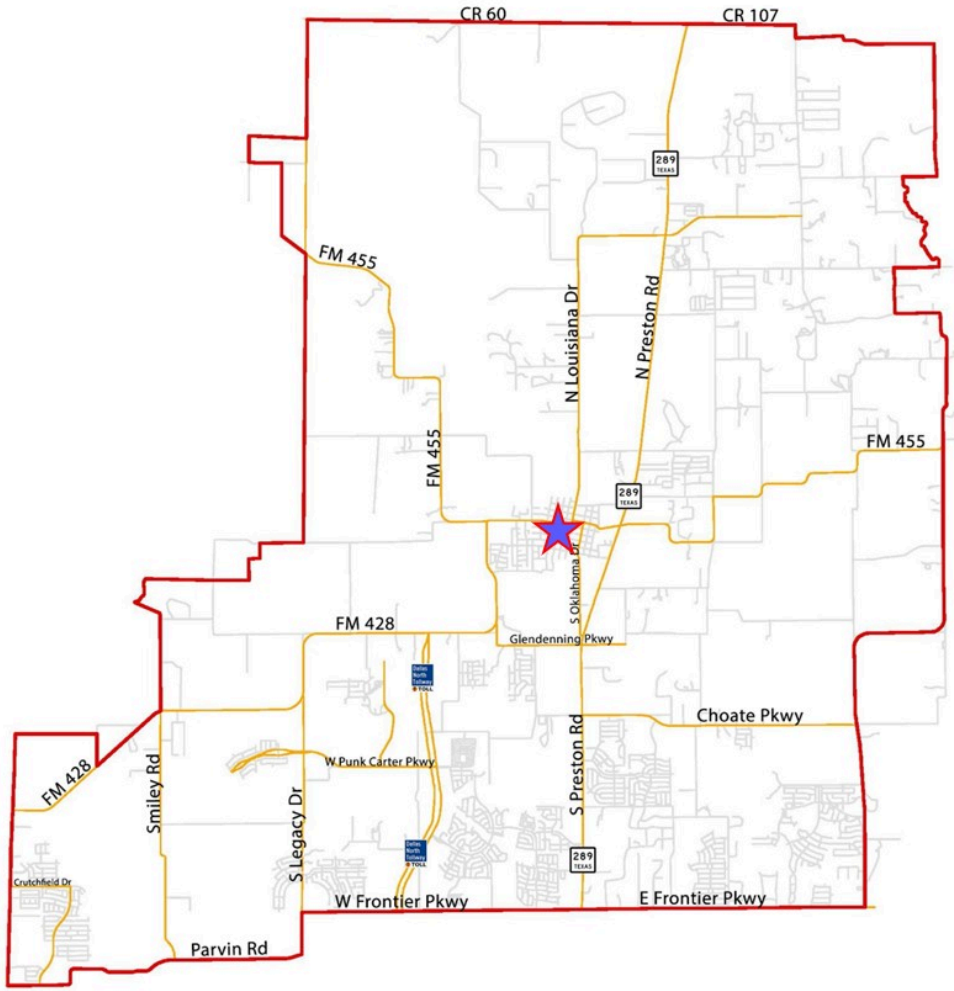
Walnut Underground Utilities

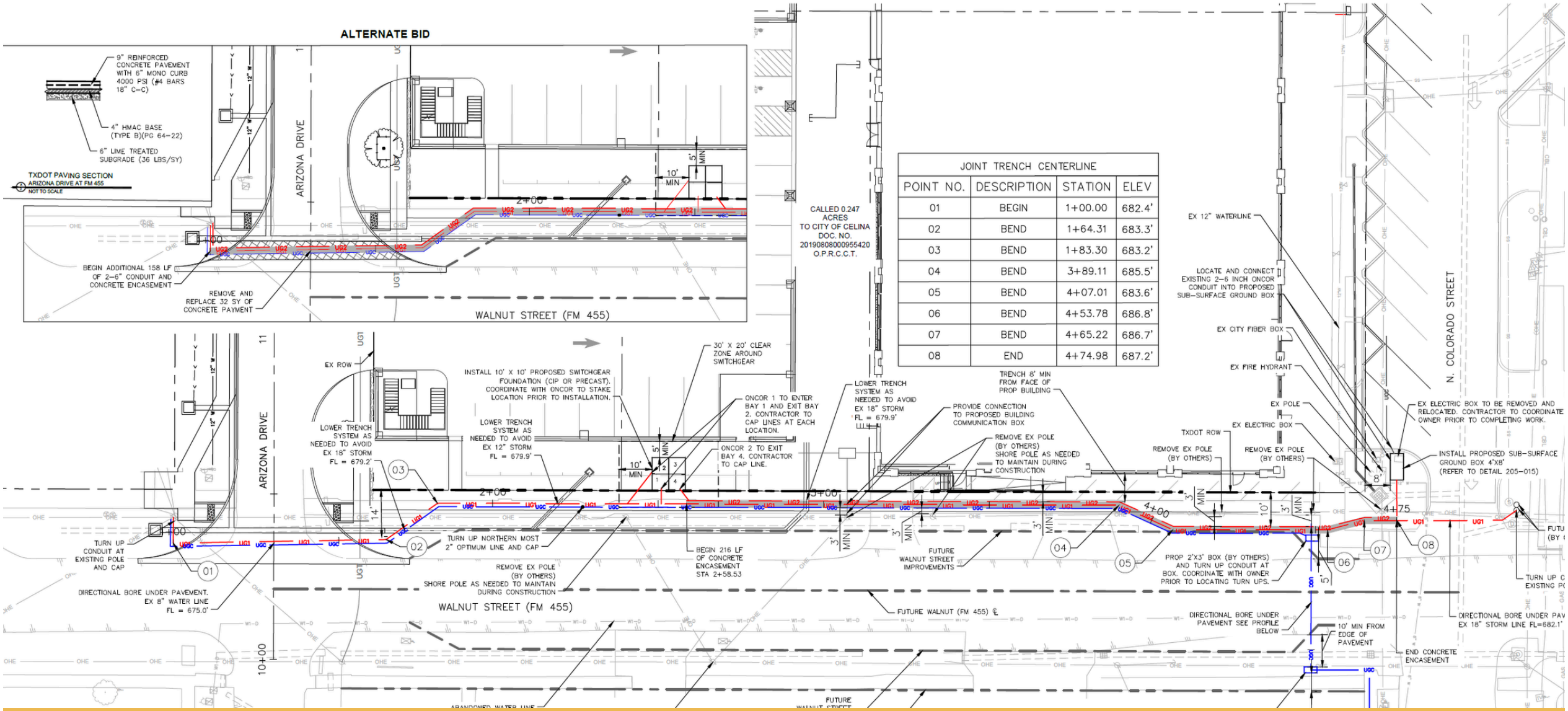
05/12/2026

Kimberly Brawner, P.E., PTOE
Assistant City Manager

Location Map






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

BACKGROUND

A March 2026 - City council approved GMP #4 to Swinerton to construct approximately 400 linear feet of underground trenching and electrical switch gear pad for the forthcoming Oncor electrical line relocation

B Burying the overhead power lines was originally scheduled for completion as part of the redevelopment of Walnut Street and the downtown square

C This work will save minimize impact to the Downtown Center after the building opens, and enhance the visual appeal of the new Downtown Center

D Oncor is assuming the cost of upgrading the existing equipment in their ongoing maintenance program; however, the cost of physically relocating overhead power to underground conduits is the city's responsibility.

Scope of Work

6.3.5 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this 27th day of April, 2026, by Oncor Electric Delivery Company, LLC("Company"), a Delaware limited liability company and distribution utility, and The City of Celina ("Customer"), a Municipality in Collin County, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement. [Specify below or in an attached exhibit the discretionary service(s) to be provided, the applicable rate schedule(s), the location at which discretionary service(s) will be provided, and any supplemental terms and conditions applicable to such service(s).] This WO aims to relocate overhead facilities to underground positions per the city of Celina's request. Specifically, those along FM 455 in downtown Celina.
Scope: This project is located along FM 455 from S Colorado Dr to N Arizona Drive. Install: 3 poles, 2 spans of OH primary, 3 spans of UG primary, 3 spans of OH secondary, 1 span of UG secondary, one 3 xfmr bank, 1 switchgear. Remove: 6 poles, 2 spans of secondary, one 3 xfmr bank.
Total cost = $120,054.12



Questions?

6.3.5 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this 27th day of April, 2026, by Oncor Electric Delivery Company, LLC("Company"), a Delaware limited liability company and distribution utility, and The City of Celina ("Customer"), a Municipality in Collin County, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement. [Specify below or in an attached exhibit the discretionary service(s) to be provided, the applicable rate schedule(s), the location at which discretionary service(s) will be provided, and any supplemental terms and conditions applicable to such service(s).] This WO aims to relocate overhead facilities to underground positions per the city of Celina's request. Specifically, those along FM 455 in downtown Celina.
Scope: This project is located along FM 455 from S Colorado Dr to N Arizona Drive. Install: 3 poles, 2 spans of OH primary, 3 spans of UG primary, 3 spans of OH secondary, 1 span of UG secondary, one 3 xfmr bank, 1 switchgear. Remove: 6 poles, 2 spans of secondary, one 3 xfmr bank.
Total cost = $120,054.12

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective upon acceptance by Customer and continues in effect until all work is complete and payment is received. If actual physical site work has not been commenced by Company within 60 days of the effective date, this Agreement shall terminate. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any discretionary service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further discretionary services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** --This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation N/A [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(i) If to Company:
Oncor Electric Delivery
Alonna Too-Chiobi
1616 Woodall Rodgers Freeway, Ste 4C-023
Dallas, Texas 75202

(ii) If to Customer:
City of Celina
Barbara Hoskins
142 N. Ohio Street
Celina TX 75009

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

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

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Disclosure of Underground Facilities –** Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting directly or indirectly from damage to such undisclosed or unknown facilities.

16. **Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure** Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure)

17. Other Terms and Conditions-

(i) Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.

(ii) The City of Celina agrees that payment shall be made within 30 days of the date the project is completed or the date the invoice is received, whichever is later.

(iii) The Discretionary Service Charges provided in this agreement are for Oncor Electric Delivery facilities only and do not include any charges related to the relocation of any facilities owned by a franchised utility, governmental entity, or licensed service provider (Joint User). The customer must contact all Joint Users and make arrangements to have their facilities transferred or relocated. Oncor Electric Delivery cannot complete the relocation/removal of facilities outlined in this agreement until Joint User(s) remove their facilities attached to Oncor Electric Delivery Poles.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

Oncor Electric Delivery Company LLC	The City of Celina
BY:_____	BY:_____
TITLE:_____	TITLE:_____
DATE:_____	DATE:_____

Statement of Charges

PO Box 910104
Dallas TX 75391-0104

TOO-CHIOBI, ALONNA
469-918-5945
Alonna.Too-chiobi@oncor.com

Date: 04/27/2026
Project No: 31299846
Transaction ID: 19382

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

Project Location
Street Address:
105 N Arizona Dr
City: CELINA
County: COLLIN

Billing Description	Amount Due
CIAC Bill for work order 31299846	$120,054.12
Price quoted is valid for thirty (30) days from the date of this document.	$120,054.12

Remittance Options:

Check Instructions

Make all checks payable to Oncor Electric Delivery Company, LLC

Please put the Transaction ID & Project No. in the Check Memo

Electronic Funds Transfer / EFT Instructions

JP Morgan Chase Bank / Dallas

Account Number 08806169791

Routing Numbers

ABA: 021-000-021 (Wire Transfer)

ABA: 111-000-614 (ACH payments)

Federal Tax ID: 75-2967830

If an EFT is made please have your financial institution include the tracking number

Also, email Confirmation number and transfer date to Jennifer.Harris@oncor.com

THANK YOU FOR YOUR BUSINESS!

REMITTANCE SLIP

Detach this portion of the invoice to accompany payment and mail it with your check

Checks are to be made payable to **Oncor Electric Delivery Company, LLC**

Please retain the above statement for your records

Remit To	Customer Name
Oncor Electric Delivery Company, LLC	City of Celina
Attn: HARRIS, JENNIFER; TOO-CHIOBI, ALONNA	Project Number: 31299846
PO Box 910104	Transaction ID: 19382
Dallas TX 75391-0104	Total Amount Paid:
	$120,054.12

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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: May 12, 2026

Agenda Item:
Consider and act upon a request to amend a development agreement with CCD- Coit Land, LLC, regarding the construction of Choate Parkway from Kinship Parkway to Roseland Parkway. (Brawner)

Background Information:
On September 14, 2021, the City Council approved a development agreement with CCD–Coit Land, LLC. On June 10, 2022, City Council approved the first amendment to that agreement. The agreement is now being updated to adjust the scope of the Choate Parkway Roadway Improvements Project. The City's portion of the project runs from east of Kinship Parkway to Timberidge Drive. The Developer's portion runs from Timberidge Drive to west of Roseland Parkway. The Developer's West Portion is expected to be fully finished within about sixty days.

The City's West Portion has been delayed due to utility relocation. Oncor, GCEC, and AT&T still have facilities in conflict and are expected to complete their relocation work by Summer 2026. The City acknowledges that these delays are not the fault of the Developer.

Because of the utility relocation delays, the developer cannot meet the original requirement to complete the City's West Portion before Ten Mile Creek Phase 2 Acceptance. As a result, both parties want to revise the agreement so that Phase 2 Acceptance can occur once the Developer's portion is complete. The City's West Portion will be completed later under the Choate Roadway Agreement that was approved on June 10, 2022.

Legal Review:
The amendment has been reviewed and approved.

Supporting Documents:
1. Staff presentation

2. Choate Parkway Project Limits
3. Second Amendment DA

Financial Consideration:
NA

Staff Recommendation:
Staff recommends approval as presented.



Development Agreement Amendment

Ten Mile Creek - Amendment 2

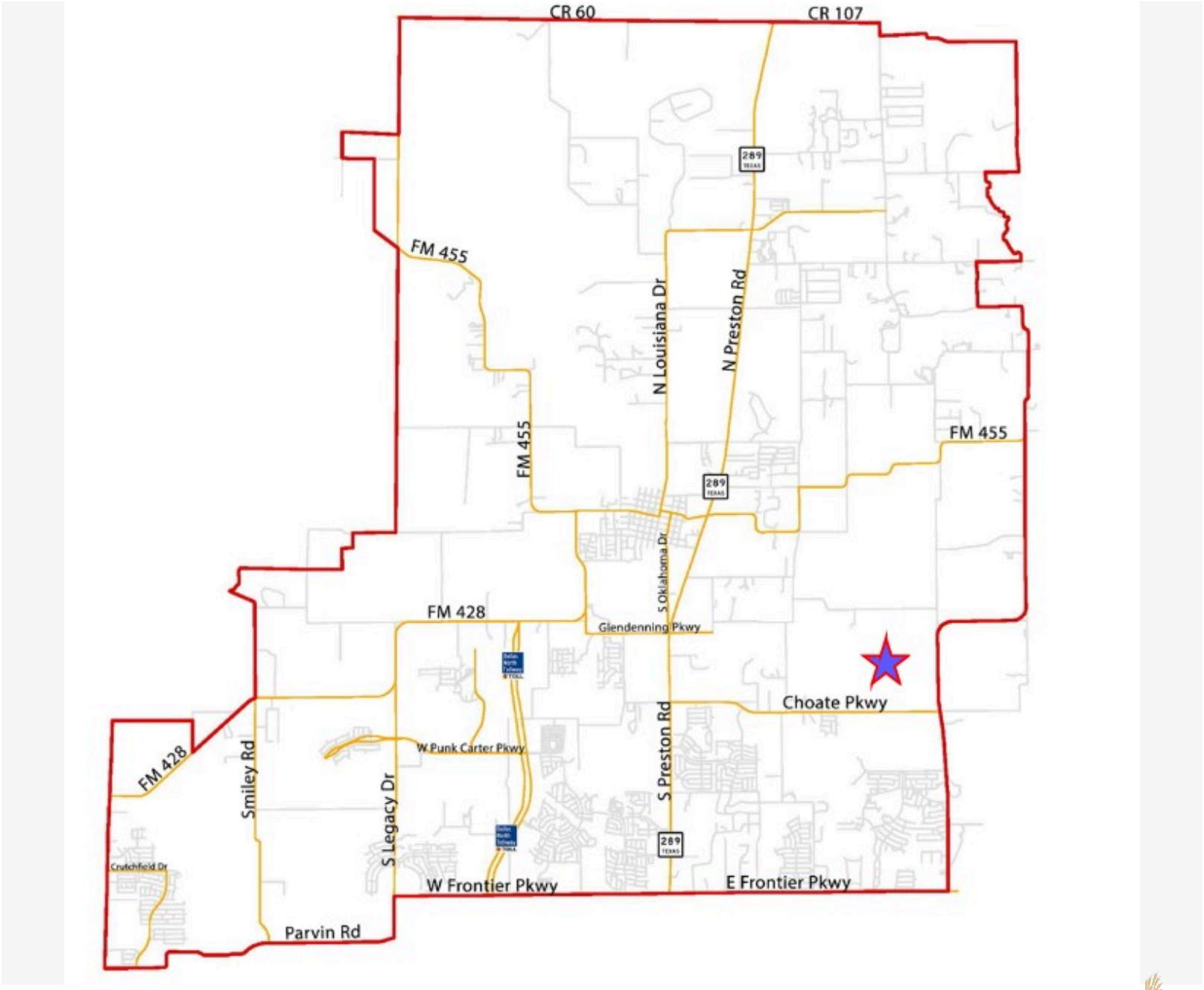
05/12/2026

Kimberly Brawner, P.E., PTOE

Assistant City Manager

Location Map

Ten Mile Creek (CCD- Coit Land, LLC); located south of the future Collin County Outer Loop and approximately 2,100 feet west of FM 2478 (future Custer Road)

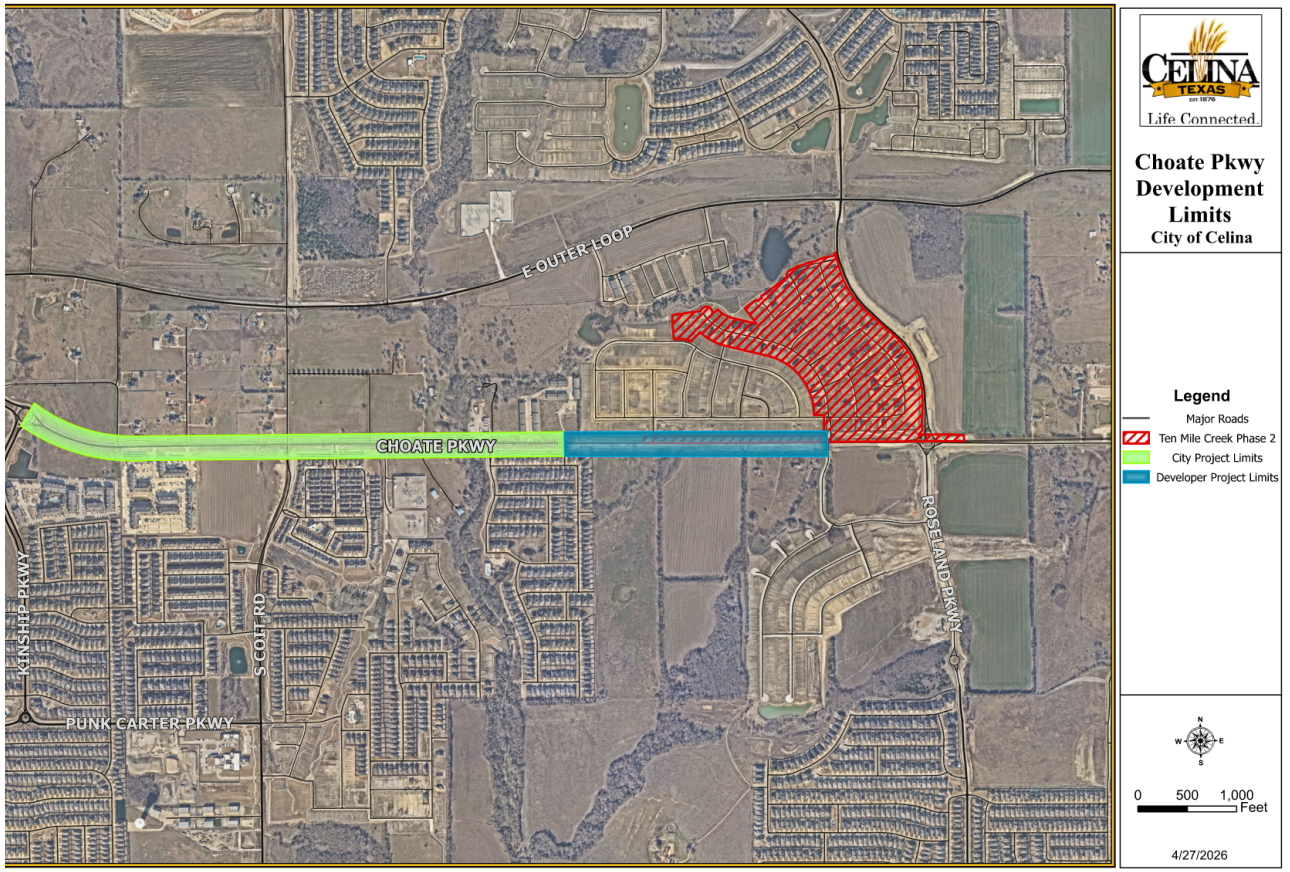


Background

- ☆ September 2021 - City Council approved a development agreement with CCD–Coit Land, LLC
- ☆ June 2022 - City Council approved the first amendment to that agreement.
- ☆ June 2022 - City Council approved the Choate Roadway Agreement.

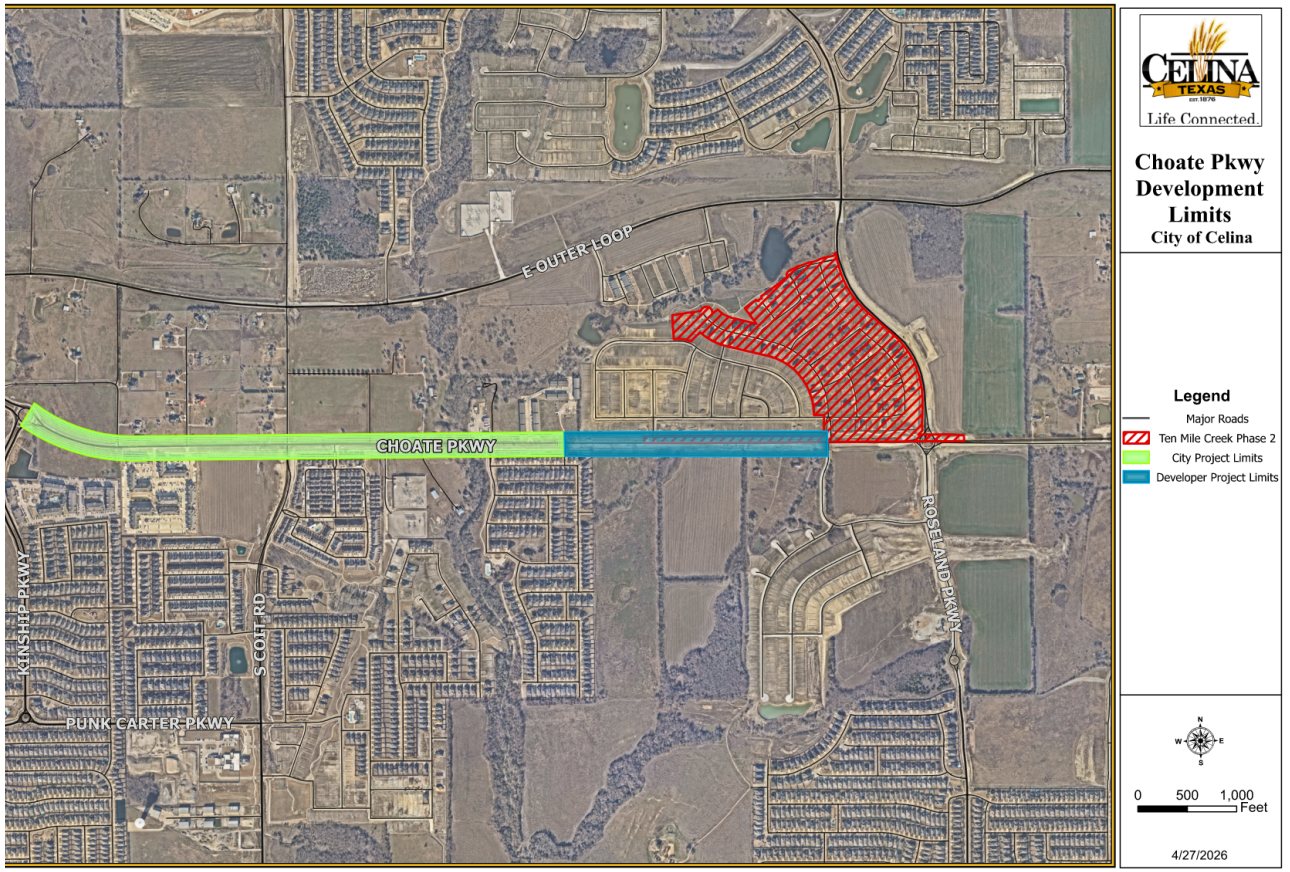
Scope of Work

- Choate Parkway:
  - The City's portion runs from east of Kinship Parkway to Timberidge Drive.
  - The Developer's portion runs from Timberidge Drive to west of Roseland Parkway.



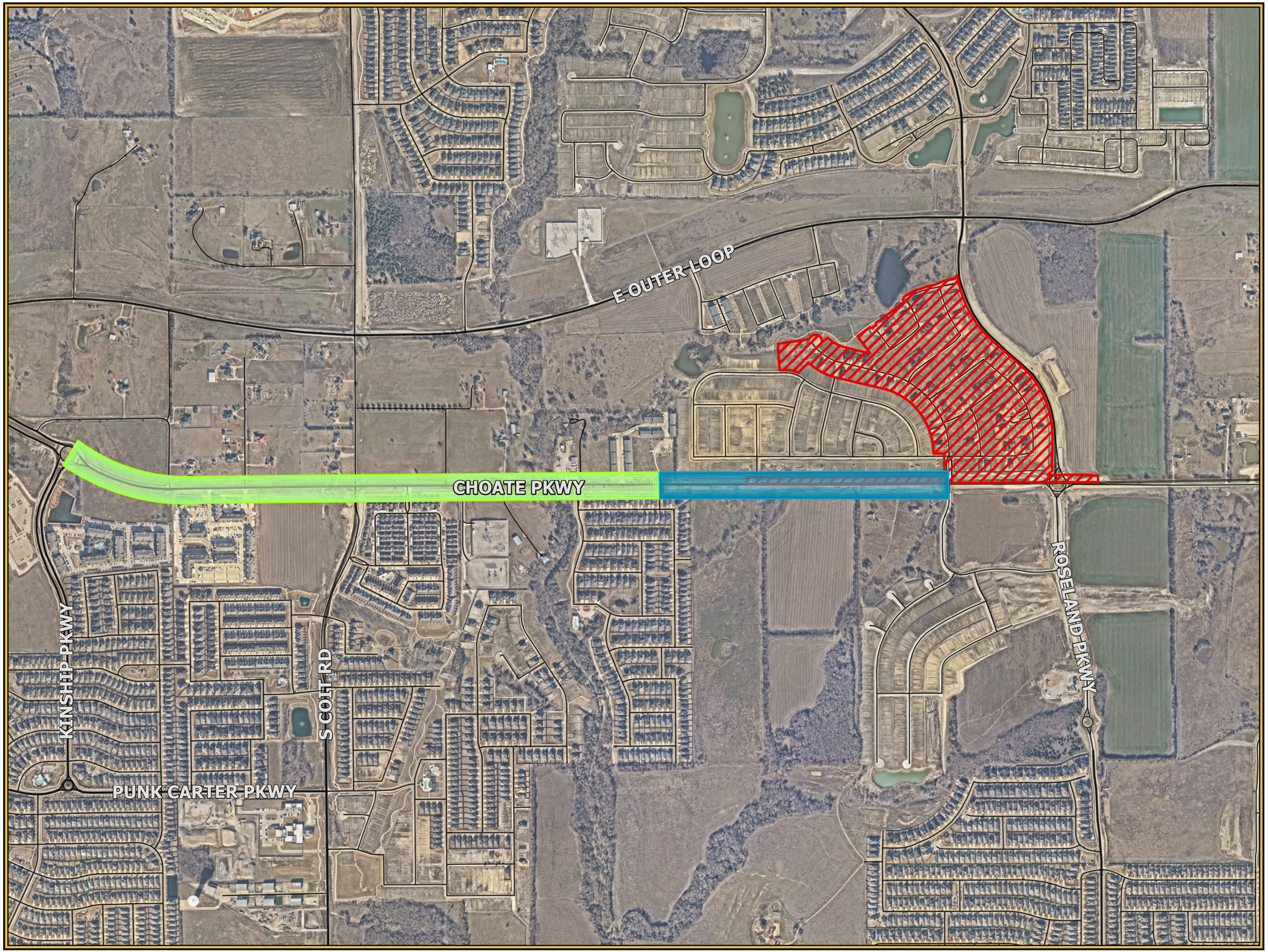
Scope of Work

- Ten Mile Creek Phase 2:
  - Construction is expected to be fully finished within about sixty days.
  - The Amendment 2 agreement will allow Phase 2 Acceptance occur once the Developer's portion is complete.
  - The City's West Portion will be completed later under the Choate Roadway Agreement.





Thank You!



CELINA TEXAS EST. 1876
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Choate Pkwy Development Limits

City of Celina

Legend

- Major Roads
- Ten Mile Creek Phase 2
- City Project Limits
- Developer Project Limits

N
W E
S

0 500 1,000 Feet

4/27/2026

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment to Development Agreement (this "Second Amendment") is made and entered into by and between the City of Celina, Texas, a home-rule municipality (the "City"), and CCD – Ten Mile Creek, LLC, a Texas limited liability company (the "Developer"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Second Amendment (the "Effective Date").

RECITALS

WHEREAS, the City and the CCD – Coit Land, LLC, a Texas limited liability company ("Affiliated Developer") entered into that certain Development Agreement dated September 14, 2021, recorded on September 28, 2021, as Instrument No. 20210928001972960, in the Official Public Records of Collin County, Texas (the "Original Agreement"); and

WHEREAS, all obligations, rights, title and interest in and to the Development Agreement were assigned to the Developer, pursuant to a certain Assignment and Assumption of Development Agreement, dated June 10, 2022, and recorded on July 6, 2022, as Instrument No. 2022000105668, Official Public Records of Collin County, Texas; and

WHEREAS, the City and the Developer entered into that certain First Amendment to Development Agreement effective June 14, 2022, and recorded August 23, 2022, as Instrument No. 2022000128705 (the "First Amendment," and together with the Original Agreement, the "Development Agreement"). Section 3 of the First Amendment modified the scope of the Developer's obligations to design and construct Choate Parkway under Section 2.1(b)(1) of the Original Agreement by replacing, by reference, any obligations within Section 2.1(b)(1) with those obligations contained in the Reimbursement Agreement for Roadway Improvements, dated June 10, 2022 (referred to herein and in the First Amendment as the "Choate Roadway Agreement") and establishing that the Affiliated Developer's obligations to design and construct a portion of Choate Parkway would be completed prior to acceptance by the City for maintenance of the Phase 2 Single Family Residential Infrastructure ("Phase 2 Acceptance"); and

WHEREAS, pursuant to the Choate Roadway Agreement, incorporated by reference into the Development Agreement by the First Amendment, the Developer is required to design and construct two lanes of the western portion of Choate Parkway from Kinship Parkway to the western edge of the proposed "T" intersection of Choate Parkway and Roseland Parkway (the "West Portion"), at no cost to the City, including both (i) the Developer's portion of Choate Parkway ("Developer's West Portion") and (ii) the City's portion of Choate Parkway ("City's West Portion"), with the City obligated to reimburse the Developer for the cost of the City's West Portion; and

WHEREAS, the Developer's West Portion is substantially complete and expected to be fully complete within approximately sixty (60) days from the date of this Second Amendment; and

WHEREAS, construction of the City's West Portion has been delayed by the City due to the City's need to complete right-of-way acquisitions and utility relocations required for the City's West Portion. The City acknowledges that these delays were caused by the City and were not the fault of the Developer; and

WHEREAS, as a result of the City's delay, the Developer's obligation to complete the City's West Portion prior to Phase 2 Acceptance cannot be satisfied in accordance with the First Amendment through no fault of the Developer, and the parties desire to amend the Development Agreement to provide for Phase 2 Acceptance upon completion of only the Developer's West Portion, and with the City's West Portion to be completed pursuant to the Choate Roadway Agreement; and

WHEREAS, this Second Amendment is entered into pursuant to Section 212.172 of the Texas Local Government Code and other laws and the Developer and the City are proceeding in reliance on the enforceability of this Second Amendment; and

WHEREAS, the City Council of the City of Celina has duly authorized this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants of the City and the Developer set forth in this Second Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. Defined Terms. All capitalized terms not otherwise defined in this Second Amendment shall have the meanings set forth in the Original Agreement and First Amendment.

Section 2. Amendment to Section 2.1(b)(1) of the Original Agreement regarding Phase 2 Acceptance. Section 2.1(b)(1) of the Original Agreement, as modified by Section 3 of the First Amendment by incorporating the Choate Roadway Agreement by reference, is hereby further amended with the addition of the following language:

> "Prior to acceptance by the City for maintenance of Phase 2 Single Family Residential Infrastructure ('Phase 2 Acceptance'), Developer shall design and construct the Developer's West Portion in substantial conformance with the approved plans and specifications. Developer shall have no obligation to complete the City's West Portion prior to Phase 2 Acceptance. The City's West Portion shall be completed in

accordance with the Choate Roadway Agreement following the City's acquisition of necessary rights-of-way and completion of required utility relocations. Phase 2 Acceptance shall not be unreasonably withheld, conditioned, or delayed due to the City's failure to complete the City's West Portion."

Section 3. **Obligations for reimbursement.** The City's reimbursement obligations to the Developer for the Developer's cost of the City's West Portion of the Roadway under the Choate Roadway Agreement shall remain in full force and effect.

Section 4. **No Other Amendments.** Except as expressly modified by this Second Amendment, all terms and provisions of the Development Agreement, as previously amended by the First Amendment, shall remain in full force and effect. In the event of any conflict between the terms of this Second Amendment and the Development Agreement, the terms of this Second Amendment shall control.

Section 5. **Counterparts; Electronic Signatures.** This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Electronic signatures shall be deemed originals for all purposes.

Section 6. **Authority.** Each party represents and warrants that it has full authority to execute this Second Amendment and to bind itself to the obligations set forth herein. The City represents that this Second Amendment has been duly authorized by the City Council of the City of Celina, Texas.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED by the City and the Developer on the respective dates stated below.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: Mayor, City of Celina, Texas

Date: _____

Attest:

_____

City Secretary

CCD – TEN MILE CREEK, LLC

a Texas limited liability company

By: _____

Name: Brian Cramer

Title: Co-President

Date: April 27 2026

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned notary public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of CITY OF CELINA, TEXAS.

Given under my hand and seal of office on this ____ day of _____, 2026.

_____

Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS

COUNTY OF Dallas

Before me, the undersigned notary public, on this day personally appeared Brian Cramer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of CCD – TEN MILE CREEK, LLC.

Given under my hand and seal of office on this 27 day of April, 2026.

Phyllis D. Bevel

Notary Public, State of Texas

My Commission Expires: 7-11-29

PHYLLIS D BEVEL
Notary Public, State of Texas
Comm. Expires 07-11-2029
Notary ID 131204203

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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: May 12, 2026

Agenda Item:
Consider and act to authorize Amendment 6 to Parkhill Smith Cooper's Design Services MSA for the bleacher site work related to the Park Administration Building in the amount not to exceed $69,840.00. (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. Council has approved the following amendments to the original Parkhill contract:

- Amendment 1 was approved in December 2024 for an additional park survey to incorporate the additional 8.3 acres the City purchased along S Oklahoma (B 289) into the park boundaries.
- Amendment 2 was approved in January 2025 for additional analysis of the existing master plan and consideration of various options regarding the placement of the various elements and parking impact.
- Amendment 3 was approved in June 2025 to evaluate potential design options for a fire lane to serve the Parks Administration building.
- Amendment 4 was approved in March 2026 to prepare design plans for Option C for a fire lane to serve the Parks Administration building.
- Amendment 5 was approved in April 2026 to complete a forensic report of the Indoor Turf Building related to the construction of the fire lane.

In April 2026, the Celina City Council also approved the contract with Southern Bleachers for $254,500 for the purchase of new stadium bleachers. After meeting with the bleacher company, it

was determined that additional site work would be required to prepare for the bleacher placement. Amendment 6 will complete the design of site work necessary for the installation of the new bleachers. The site work will include concrete under the bleachers to replace the previous gravel, design of an underground storm system to convey drainage to the creek, and an AstroTurf space adjacent to the Parks Administration building to facilitate outdoor activities. The design will also include the incorporation of new pier foundations for the bleachers that will be designed by Southern Bleachers.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Parkhill Amendment 6

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

Staff Recommendation:
Staff recommends approving the Amendment as presented.



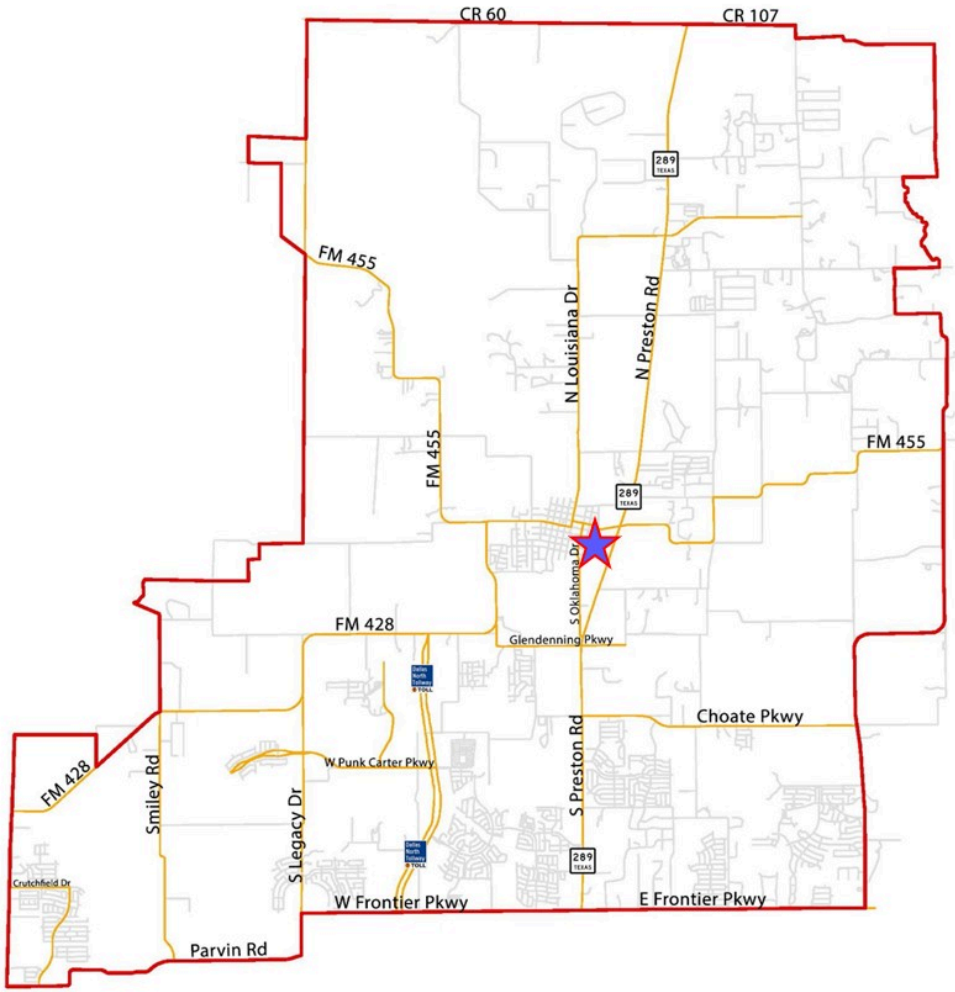
Parks Administration Amendment 6

Bleacher Site Work

May 12, 2026

Kimberly Brawner, P.E., PTOE
Assistant City Manager

Location Map



Parks Admin. Project Background - UPDATE

SCHEDULE

- ~~9/2023 – Parkhill selected as project design architect~~
- ~~7/2024 – Initial Schematic Design reviewed by City Council~~
- ~~12/2024 – CMAR Awarded to Crossland Construction~~
- ~~1/2025 – City Council review of final design~~
- ~~6/2025 – GMP to City Council~~
- ~~7/2025 – Building remodel started~~
- 5/2026 – Bleacher area Civil design Amendment
- 5/2026 – Interior furniture GMP submitted for Council review
- 5/2026 – Civil/ Fire Lane GMP submitted for Council review
- 11/2026 – Substantial Completion



Scope of Work

A | Prepare civil design plans for site work

B | Develop an accessible pedestrian route from the existing ADA spaces to bleachers

C | Design a synthetic turf between the south end zone and the south 30 yard line

D | Electrical service to press box

E | Modification of existing chain link fence to allow for bleacher placement



Fee Summary

A | Parks Admin. Remodel Conceptual Design - $848,749

B | Amendment 1 - Ousley Park Survey - $22,500

C | Amendment 2 - Ousley Park Masterplan Review - $12,500.

D | Amendment 3 - Fire Lane Access Options - $30,000.

E | Amendment 4 - Fire Lane Design Plans - $93,200

F | Amendment 5 - Indoor Facility Forensic Study - $66,620

G | Amendment 6 - Bleacher site work Design - $69,840

H | Total Fee: $1,076,809.00



Questions?

Parkhill

April 29, 2026

Ms. Kimberly Brawner
Assistant City Manager
City of Celina
142 N. Ohio St., Celina, TX 75009

Re: AMENDMENT No. 005 to the Agreement for Professional Services
dated September 25, 2023, for the City of Celina Parks Administration Building RFQ 2023-051
Project Address: 503 E Pecan St, Building D, Celina, TX 75009

Dear Ms. Brawner:

City of Celina (CLIENT) and Parkhill (A/E) amend the referenced Agreement as follows:

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:

Bobcat Stadium West Bleacher Area Improvements
A/E to provide design for an accessible route from the existing accessible spaces located in front of Ralph Odell Senior Center, synthetic turf between the south end zone and the 30 yard line, sod and temporary irrigation from the north end zone to the 30 yard line, electrical design to provide power to the press box for two light fixtures, earthwork and storm drain design to replace the existing storm drain system, and replacement of the existing chain link fence along the west side of Bobcat Stadium to allow for the reinstallation of the bleachers (by Others), which includes the following services:

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.

Submittals:
- 95% Construction Document Staff Submittal and Review
- Sealed Construction Documents for Permit

Deliverables:
- Code Sheets
- Site Plan/Details
- Details and Sections
- Storm Drain Plan & Profile Sheets
- 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:
- Bleacher Layout or Structural Design of Bleachers
- Structural Design for the Press box
- Press Box Design

- Structural Design or Foundation Design
- Submittals or Coordination with the United States Army Corps of Engineers
- Architectural Drawings – Convert 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

COMPENSATION

Compensation for additional Professional Services to be based on a lump-sum amount of Sixty-Nine Thousand Eight Hundred Forty Dollars and 00/100 ($69,840.00).

Except as expressly modified herein, no other provisions of the Agreement between the A/E and CLIENT are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, as amended by this Amendment, shall remain in full force and effect per its terms, as amended.

This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between A/E and CLIENT, concerning the subject matter thereof.

ACCEPTANCE OF AMENDMENT BETWEEN CLIENT AND A/E

Acceptance of this Amendment is indicated by an authorized agent of the CLIENT and A/E signing in the space provided below. Unless another date is specified, we will consider receipt of an executed Amendment as authorization to proceed.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement in duplicate effective on the last date signed.

PARKHILL (A/E)

By _____
Kyle LaFerney | Principal
Regional Business Development Leader

CITY OF CELINA (CLIENT)

Signature:_____

Name:_____

Title:_____

Date:_____

"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, interior designers, landscape architects in Texas."

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: May 12, 2026

Agenda Item:
Consider and act to authorize and ratify a work authorization with WSB Testing MSA for the material testing services for Fire Station #4 in amount not to exceed $109,913.00. (Brawner)

Background Information:
On October 14, 2025, Celina City Council approved GMP #1 to Crossland to begin construction of Fire Station #4 on the Public Safety Campus located at Punk Carter and Coit Road. Staff executed Work Authorization #1 with WSB for testing related to Fire Station #4 for $20,787.00 in October 2025. The original work authorization was related to subsurface evaluation and preliminary civil work related to the large dirt pile located on the property. Testing on building construction was not included in WA#1. The groundbreaking for FS#4 was held on November 19, 2025.

Staff failed to execute WA#2 before construction on the building began. This mistake was not caught until WSB invoiced for work related to the building construction. Staff worked with WSB to develop an appropriate scope and fee. To keep the project on schedule, WSB began testing at the staff's request. The majority of concrete work has been completed, with concrete block construction underway for the apparatus bay and the training tower portion. Substantial completion is currently scheduled for January 2027.

This agenda item will ratify the contract with WSB and allow payment for work completed.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Work Authorization #2

3. 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 ratifying and awarding the contract as presented.



WSB Material Testing Award

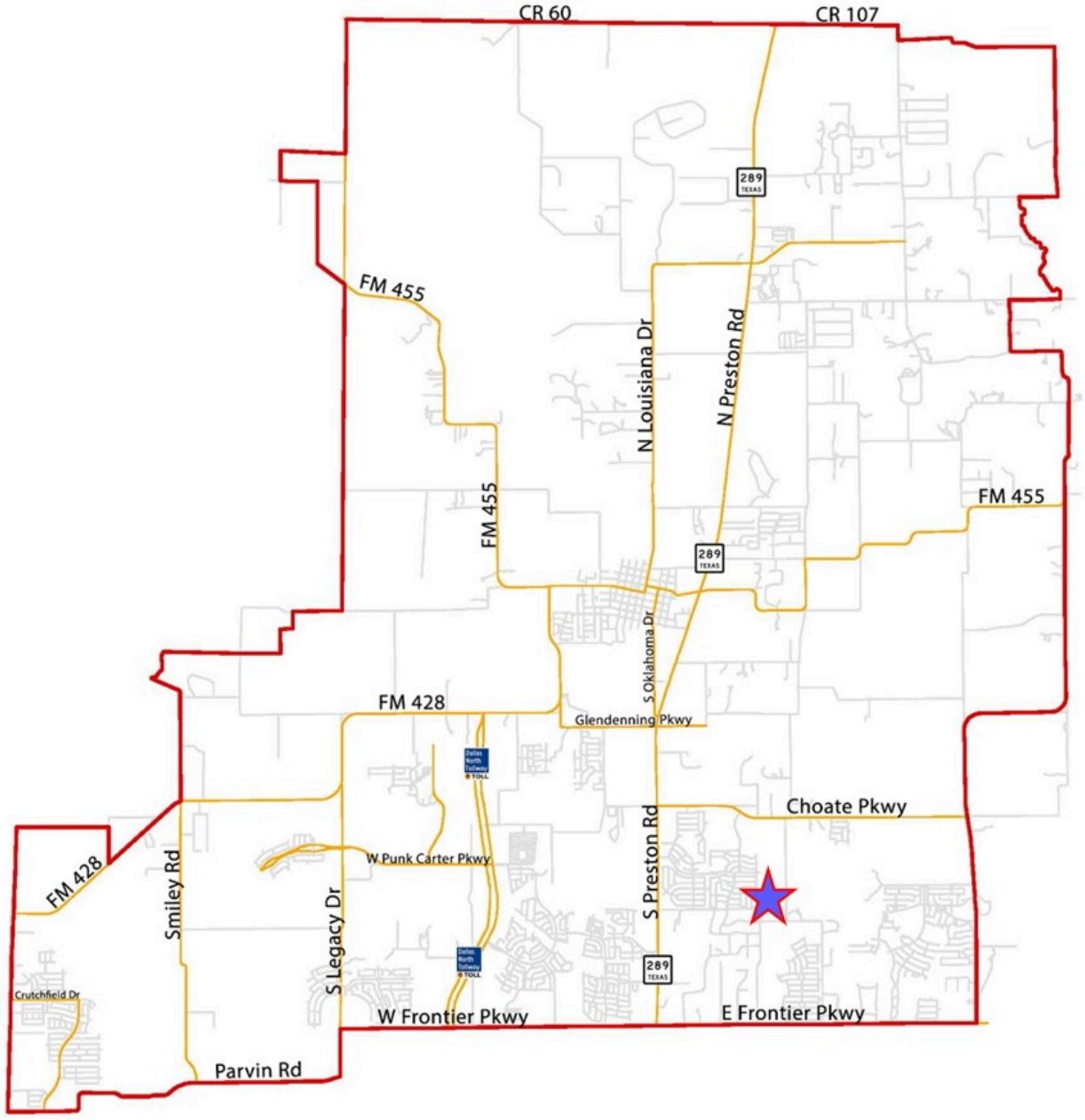
Fire Station #4

May 12, 2026

Kimberly Brawner, P.E., PTOE
Assistant City Manager

Location Map

Punk Carter & Coit Road



Background

- ☆ 10/2025 - Council approved GMP #1 to Crossland
- ☆ 10/2025 - Work Authorization (WA) #1 was executed with WSB for $20,787
- ☆ 4/2026 - Staff determined WA#2 had not been executed.

Scope of Work



- Embankments, utilities and subgrade testing and inspection.
- Hydraulic cement concrete testing and inspection.
- Masonry Inspection/testing
- Structural Steel Inspection

Fee Summary

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Embankments, Utilities & Subgrade Testing & Inspection				
3260	Moisture/Density Proctor	4	Each	$ 242.00	$ 968.00
3268	Flexbase Proctor		Each	$ 360.00	$ -
3240	Atterberg Limits	4	Each	$ 80.00	$ 320.00
3320	Swell Testing	2	Each	$ 250.00	$ 500.00
3450	Lime Series	1	Each	$ 330.00	$ 330.00
3551	Determining Sulfate Content in Soils	2	Each	$ 150.00	$ 300.00
3175	Stabilization Gradation	30	Each	$ 19.00	$ 570.00
3195	Stabilization Depth Check	30	Each	$ 19.00	$ 570.00
CMT01	Sampling Fee	4	Hourly	$ 70.00	$ 280.00
CMT01	Densities on Embankments/Utilities - Tech Time	386.0	Hourly	$ 70.00	$ 27,020.00
3510	Densities on Embankments/Utilities - Equipment (Per Shot)	201	Each	$ 15.00	$ 3,015.00
CMT01	Proof Roll Inspection/Observation		Hourly	$ 70.00	$ -
2140	Trip Charges	48	Each	$ 35.00	$ 1,680.00
CMT95	Reporting	53	Each	$ 20.00	$ 1,060.00
	Hydraulic Cement Concrete				
3025	Sieve Analysis	2	Each	$ 120.00	$ 240.00
2041	Making Cylinders and Testing Concrete (Air, Slump, Temp)	275	Each	$ 21.00	$ 5,775.00
2040	Compressive Strength Curing and Disposal (EA)	275	Each	$ 28.00	$ 7,700.00
CMT01	Pier Inspection	48	Hourly	$ 70.00	$ 3,360.00
CMT01	Rebar Inspection	40	Hourly	$ 70.00	$ 2,800.00
2010	Cylinder Pick Up - Per Set	55	Each	$ 10.00	$ 550.00
CMT01	Cylinder Pick Up - Tech Time	28	Hourly	$ 70.00	$ 1,925.00
CMT01	ACI Certified Technician	156	Hourly	$ 70.00	$ 10,920.00
2140	Trip Charges	114	Each	$ 35.00	$ 3,990.00
CMT95	Reporting	397	Each	$ 20.00	$ 7,940.00
	Masonry Inspection/Testing				
2056	Sampling and Testing Grout	80	Each	$ 21.00	$ 1,680.00
2051	Sampling and Testing Mortar	120	Each	$ 21.00	$ 2,520.00
2055	Compressive Strength - Grout	80	Each	$ 28.00	$ 2,240.00
2050	Compressive Strength - Mortar	120	Each	$ 28.00	$ 3,360.00
2070	CMU Prism Testing	20	Each	$ 125.00	$ 2,500.00
CMT01	Masonry Inspector Level B in TMS 402/ACI 530/ASCE 5	80	Hourly	$ 70.00	$ 5,600.00
2140	Trip Charges	40	Each	$ 35.00	$ 1,400.00
CMT95	Reporting	140	Each	$ 20.00	$ 2,800.00
	Structural Steel Inspection				
SUB	Structural Steel/Weld Inspector	70	Hourly	$ 70.00	$ 4,900.00
SUB	Trip Charge - Welding/Steel Inspector	10	Each	$ 110.00	$ 1,100.00
	Additional Fees				
CMT80	Project Manager		Hourly	$ 175.00	$ -
CMT70	Lab Manager		Hourly	$ 140.00	$ -
CMT90	Administration		Hourly	$ 80.00	$ -
				TOTAL =	$ 109,913.00



Thank You!

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 EST	MAPS Date:	10/10/2022

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **EST, Inc.** (Engineer or Consultant); Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Name:	Fire Station #4		
Engineer Project #:		**Work Authorization Date:**	
Engineer:	EST, Inc.		
Purchase Order#:		**Project #:**	
Engineer Representative		**Owner Representative:**	

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month (1-31)
Submission Date:	Submit invoice by the 10th of each month.
Invoice Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov & **aglasgow@celnia-tx.gov** Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include PO number, billing period, and project name

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Main Agreement for Consulting Services. Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings/Plans _____are _____ are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order, Signed Work Order.
5. **Other: Design schedule shall be submitted for work orders where the scope of work duration surpasses ninety (90) calendar days.**

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA	**ENGINEER**
	Kelly Selman, P.E.
Signature	Signature
	Kelly Selman, P.E.
Printed Name & Title	Printed Name & Title
	3-14-2025
Date	Date

Exhibit A

Scope of Work

WSB will provide materials testing and inspection services for Fire Station 4 improvements.

Estimate of Material Testing

wsb

To: Barbara Hoskins
City of Celina
bhoskins@celina-tx.gov

Project: Fire Station #4***
Location: Celina, TX
County: Collin

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Embankments, Utilities & Subgrade Testing & Inspection				
195	Moisture/Density Proctor	6	Each	$ 242.00	$ 1,452.00
114	Flexbase Proctor	1	Each	$ 360.00	$ 360.00
193	Atterberg Limits	7	Each	$ 80.00	$ 560.00
332	Lime Series	2	Each	$ 330.00	$ 660.00
198	Determining Sulfate Content in Soils	4	Each	$ 150.00	$ 600.00
333	Stabilization Gradation	10	Each	$ 19.00	$ 190.00
200	Stabilization Depth Check	10	Each	$ 19.00	$ 190.00
287	Sampling Fee	4	Hourly	$ 70.00	$ 280.00
187	Densities on Embankments/Utilities - Tech Time	146	Hourly	$ 70.00	$ 10,220.00
187	Densities on Embankments/Utilities - Equipment (Per Shot)	113	Each	$ 15.00	$ 1,695.00
201	Proof Roll Inspection/Observation	8	Hourly	$ 70.00	$ 560.00
700	Trip Charges	21	Each	$ 105.00	$ 2,205.00
500	Reporting	43	Each	$ 20.00	$ 860.00
	Hydraulic Cement Concrete				
321	Making Cylinders and Testing Concrete (Air, Slump, Temp) (Set of 4)	32	Each	$ 83.00	$ 2,656.00
301	Compressive Strength Curing and Disposal (EA)	128	Each	$ 28.00	$ 3,584.00
205	Pier Inspection	32	Hourly	$ 70.00	$ 2,240.00
206	Rebar Inspection	25	Hourly	$ 70.00	$ 1,750.00
184	Cylinder Pick Up - Per Set	32	Each	$ 10.00	$ 320.00
306	ACI Certified Technician	54	Hourly	$ 70.00	$ 3,780.00
700	Trip Charges	32	Each	$ 105.00	$ 3,360.00
500	Reporting	160	Each	$ 20.00	$ 3,200.00
	Masonry Inspection/Testing				
375	Sampling and Testing Grout (set of 4)	8	Each	$ 83.00	$ 664.00
380	Sampling and Testing Mortar (Set of 6)	8	Each	$ 125.00	$ 1,000.00
376	Compressive Strength - Grout - (Set of 4)	8	Each	$ 112.00	$ 896.00
381	Compressive Strength - Mortar (Set of 6)	8	Each	$ 165.00	$ 1,320.00
352	CMU Prism Testing (Set of 3)	4	Each	$ 375.00	$ 1,500.00
306	Masonry Inspector Level B in TMS 402/ACI 530/ASCE 5	32	Hourly	$ 70.00	$ 2,240.00
700	Trip Charges	16	Each	$ 105.00	$ 1,680.00
500	Reporting	58	Each	$ 20.00	$ 1,160.00
	Structural Steel Inspection				
SUB	Structural Steel/Weld Inspector	70	Hourly	$ 70.00	$ 4,900.00
SUB	Trip Charge - Welding/Steel Inspector	10	Each	$ 125.00	$ 1,250.00
	Additional Fees				
246	Project Manager	1	Hourly	$ 175.00	$ 175.00
241	Lab Manager	1	Hourly	$ 140.00	$ 140.00
244	Administration	8	Hourly	$ 80.00	$ 640.00
				TOTAL =	$ 58,287.00

*Density charge rate is $70.00 per hour with a minimum of 2 hour charge, this includes gauge and tech time.

**Trip Charges - There will be a standard rate per trip made to the project location for inspection and testing.

Estimate was based on the Design Development plans and is subject to change as updated plans become available.

Terms and Conditions:
WSB has a standard standby time charge rate of $70.00 per hour for a technician who is required to be on site while performing on site inspection and or testing.

These rates quoted by the hour do not reflect any off shift hours WSB may be asked to cover. Off shift hours are defined as any work requiring a technician to work outside of M-F 8am-5pm. Any testing or inspection that requires a technician to be on site Saturday or Sunday will be at our standard hourly rate times 1.5.

The quantities and totals above are estimates based on anticipated progression and scope of work.

Reviewed by:

Josh Golleher
Director of Materials
Jgolleher@wsbeng.com

3/13/2025
Date

Accepted by:

Signature

Print

Date

3522 Sam Rayburn Hwy | Melissa, TX | 75454 | 469.907.2500 | WSBENG.COM

Exhibit C

Timeline/Schedule

Timeline to follow construction award.

Exhibit D

Deliverables

All reports will be sent in a timely manner as the work progresses.

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:
2026-1457226

Date Filed:
05/05/2026

Date Acknowledged:
05/05/2026

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

WSB LLC
Melissa, 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.

25-003594
Celina Fire Station #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 _____, 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)

The Celina Purchasing Department has Received and Acknowledged this Form 1295 as required by Texas Government Code, Section 2252.908. Forms are acknowledged through the Ethics Commission website, and the final acknowledged form does not include a signature. The original document is on file in the bid folder and includes the required signature.

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

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: May 12, 2026

Agenda Item:
Review and acceptance of the Quarterly Investment Report for the period ended March 31, 2026. (Bromiley)

Background Information:
The City of Celina Investment Policy requires that the Investment Officer for the City provide the City Council with a quarterly investment report. This quarterly report provides an overview of the City's investment activity for the period of January 1, 2026 – March 31, 2026, in accordance with the Texas Public Funds Investment Act (PFIA).

Investment Overview:
The City's investments for the quarter were primarily held in two (2) 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.

The City is bringing forward to the City Council, at the May 12, 2026, meeting, a Resolution to amend the City's representatives and reactivate the Local Government Investment Cooperative ("LOGIC") Participation Agreement. Through this agreement, the City is permitted to invest funds in an eligible public funds investment pool, including the Texas Short Term Asset Reserve Program ("TexSTAR"). This will allow the City to diversify across multiple investment pools.

Total Interest Earned:
The total interest earned during the 2nd quarter of Fiscal Year 2026 (January – March 2026) was $5,128,105.

Weighted Average Yield on Investments:
The City's weighted average yield for the majority of its investments averaged 3.48%, 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. Additionally, 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 Q2 Investment Report -January - March 2026

Financial Consideration:
Provides a summary of investments for the City of Celina for the period ended March 31, 2026.

Staff Recommendation:
Staff recommeds approval.



CITY COUNCIL MEETING

Quarterly Investment Report

Second Quarter FY 2026

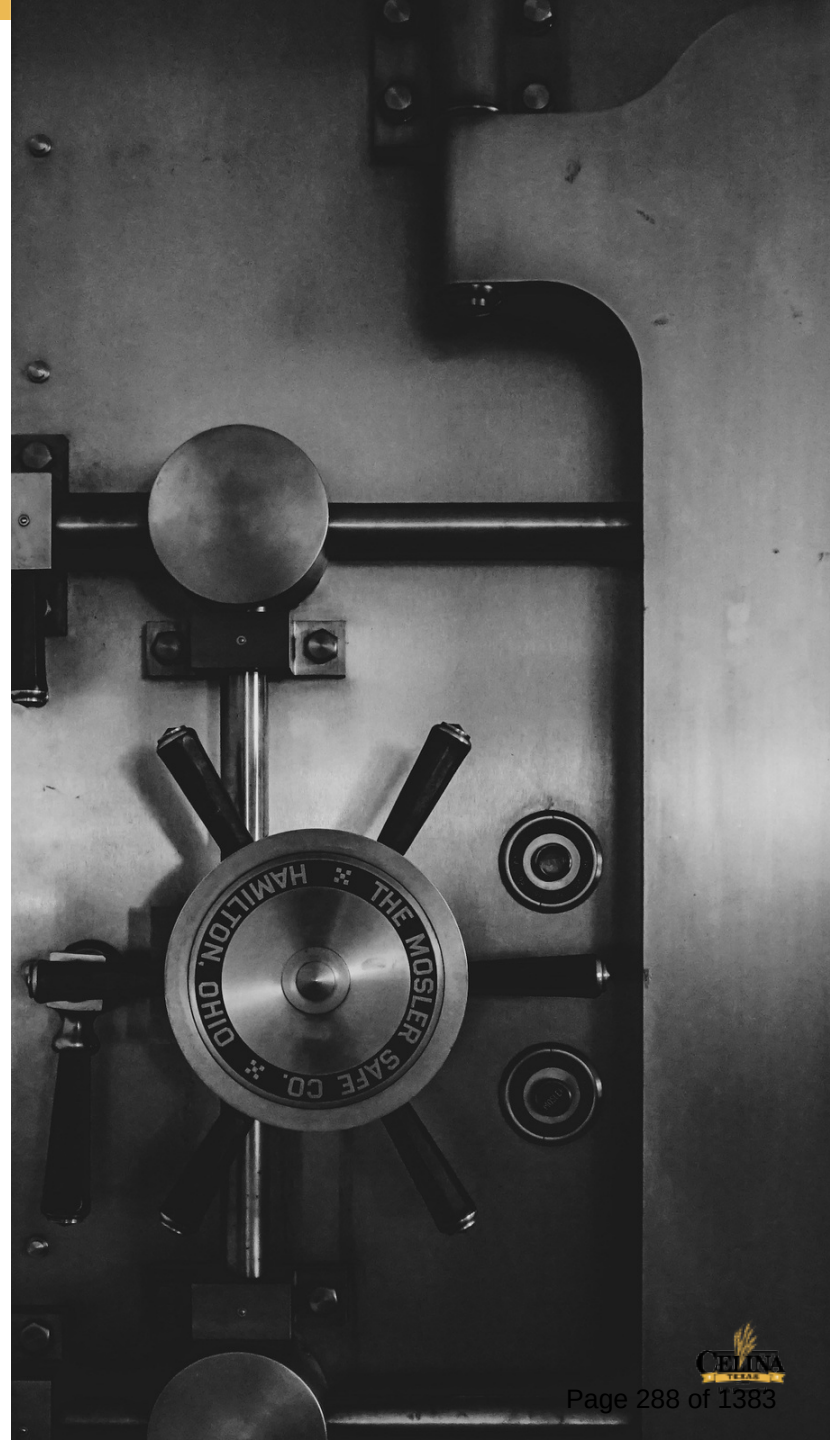
(January 2026 - March 2026)

May 12, 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 January 1, 2026 - March 31, 2026, 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 2nd quarter of Fiscal Year 2026 (January 2026 - March 2026) was $5,128,105.

Weighted Average Yield on Investments:
- The City's weighted average yield for the majority of its investments averaged 3.48%, which reflects the City's investment strategy focused on maximizing yield within the scope of safety and liquidity.

Upcoming Changes

The City is bringing forward to the City Council, at the May 12, 2026 meeting, a resolution to amend the City's representatives and reactivate the Local Government Investment Cooperative ("LOGIC") Participation Agreement. Through this agreement, the City is permitted to invest funds in an eligible public funds investment pool, including the Texas Short Term Asset Reserve Program ("TexSTAR"). This will allow the City to diversify across multiple investment pools.



Questions?

City of Celina
Quarterly Report
Quarter Ending: **3/31/2026**

Listing by Maturity Date			12/31/2025			3/31/2026			
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	$ 190,751	$ 1,707	$ (2,450)	$ 190,009	0.0%	0	3.71%
					$ (2,450)	*Permits and Court CC Fees*			
Public Fund Now Acct	Independence Bk	#1532 WS MMA	$ 25,420,332	$ 229,460	$ (1,435)	$ 25,648,357	4.6%	0	3.71%
					$ (1,435)	*Utility Payment CC Fees*			
Public Fund Now Acct	Independence Bk	#8142 Pooled Cash 998	$ 261,122,206	$ 2,361,833	$ (14,090,380)	$ 249,393,659	44.5%	0	3.71%
					$ 23,380,684	*Property Taxes*			
					$ 3,104,228	*Sales Taxes (Net received/paid)*			
					$ 10,757,493	*Utility Payments*			
					$ (114,399)	*Utility Refunds*			
					$ 24,031,285	*Permits*			
					$ 170,240	*Court*			
					$ 3,553,938	*Other revenues*			
					$ (13,211,689)	*Other -Payables*			
					$ (4,077,808)	*UTRWD Water/Wastewater*			
					$ (11,611,929)	*Payroll*			
					$ (32,563,847)	*CIP*			
					$ (3,008,554)	*Tirz Payments*			
					$ (14,500,022)	*Debt Payments*			
Public Fund Now Acct	Independence Bk	#0258 Old Acct	$ 44,819	$ 405	$ -	$ 45,224	0.0%	0	3.71%
Public Fund Now Acct	Independence Bk	#4191 Forfeiture	$ 267,320	$ 2,437	$ 7,184	$ 276,940	0.0%	0	3.71%
					$ 7,184	*Property Seizure*			
Public Fund Now Acct	Independence Bk	#9907 I&S Fund	$ 50,028,861	$ 660,507	$ 29,040,726	$ 79,730,094	14.2%	0	3.71%
					$ 29,040,726	*Property Taxes - I/S*			
Pooled	TexPool Prime**	#0007 GenFund 590	$ 66,175,952	$ 626,676	$ -	$ 66,802,628	11.9%	0	3.15%
Pooled	TexPool**	#0007 GenFund Acct (1)	$ 136,505,389	$ 1,245,046	$ -	$ 137,750,435	24.6%	0	3.03%
Pooled	TexPool**	#0006 W&S Acct	$ 3,945	$ 36	$ -	$ 3,981	0.0%	0	3.03%
		Total	$ 539,759,575	$ 5,128,105	$ 14,953,646	$ 559,841,326	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 03/31/2026 (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 — March 31, 2026

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

Economic Summary – Q1 2026

Scott McIntyre, CFA
HilltopSecurities Asset Management
Co-Head of Investment Management
Managing Director
512.481.2009
scott.mcintyre@hilltopsecurities.com

Greg Warner, CTP
HilltopSecurities Asset Management
Co-Head of Investment Management
Managing Director
512.481.2012
greg.warner@hilltopsecurities.com

Matt Harris, CFA
HilltopSecurities Asset Management
Senior Portfolio Advisor
Senior Vice President
512.340.1845
matt.harris@hilltopsecurities.com

Overview

The U.S. economy entered 2026 with momentum appearing to slow, although business spending (driven by A.I. infrastructure investment) and consumer spending (bolstered by higher tax refunds) promised a first quarter bounce. Inflationary pressure eased early in the period, labor conditions continued to cool, and consumer confidence soured while consumer spending remained resilient. As the quarter progressed, the evolving U.S. military conflict with Iran drove crude oil prices sharply higher, abruptly rerouting the inflation outlook and reinforcing the Fed's cautious monetary policy stance.

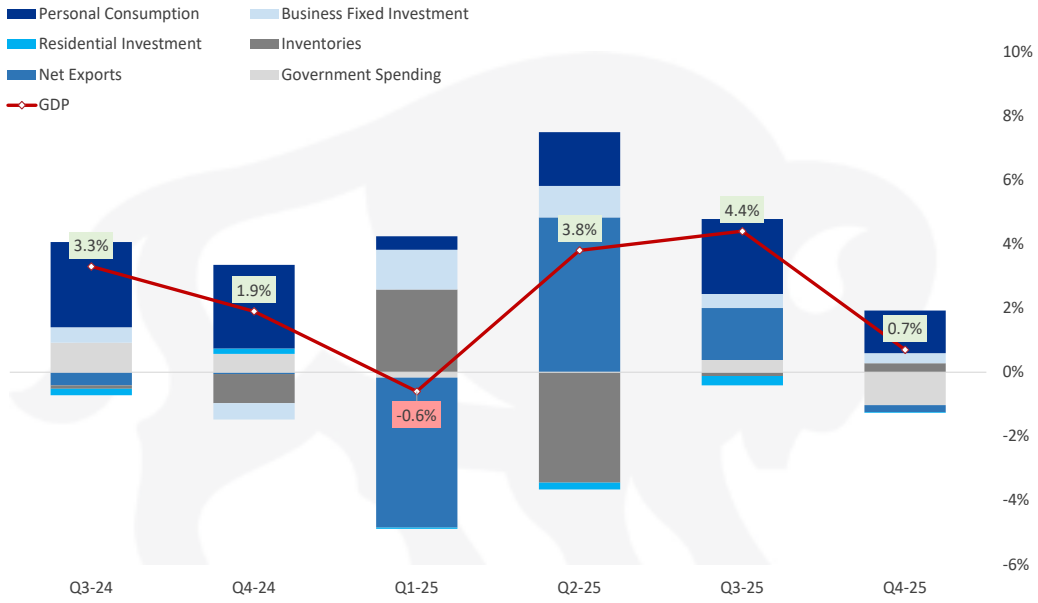
By quarter-end, with the war in the Middle East escalating while entering its second month, inflation concerns completely dominated the news, and uncertainty drove market volatility to nauseating levels. Stocks fell and bond yields soared as expectations for near-term rate cuts faded away.

Growth and Employment

Headline GDP growth proved surprisingly tepid in the fourth quarter. The 45-day government shutdown extracted nearly a percentage point, and the +0.7% quarter-over-quarter annualized rate lowered full-year 2025 GDP growth to +2.1%, down from +2.8% in 2024 and +2.9% in 2023.

As the quarter progressed, the evolving U.S. military conflict with Iran drove crude oil prices sharply higher, abruptly rerouting the inflation outlook and reinforcing the Fed's cautious monetary policy stance.

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

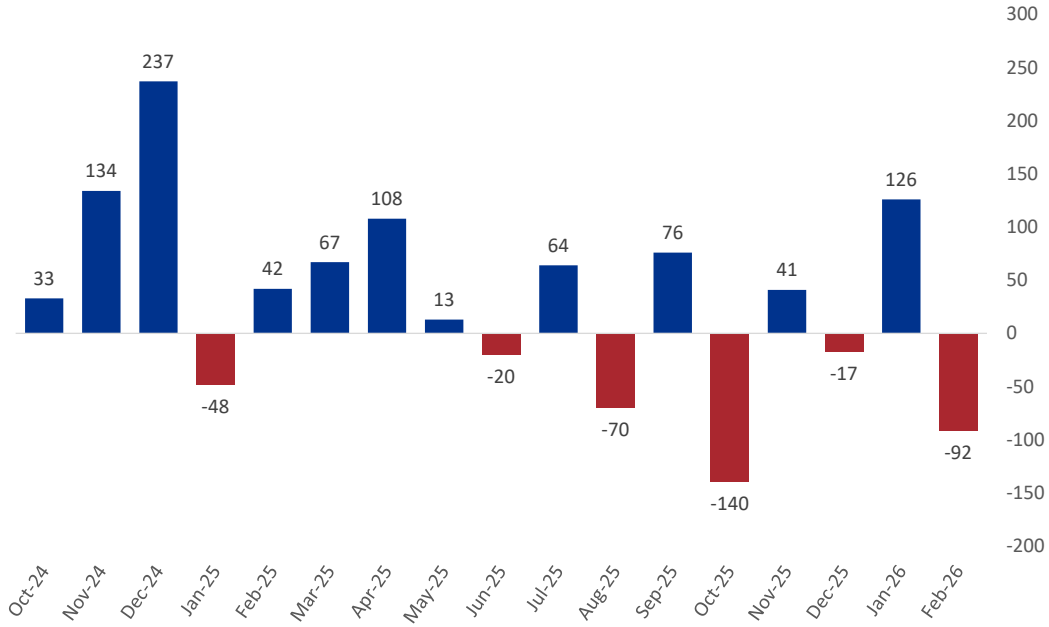


Source: Bureau of Economic Analysis

Please see disclosure starting on page 8

A slowing economy will typically produce fewer jobs, and this softer employment trend is already well-established. Labor growth has slowed significantly since last April, and a -92k drop in February nonfarm payrolls marked the fifth contraction over the past nine months. This has only happened a dozen times in the past 85 years with nearly all cases coinciding with or immediately preceding recession. In fact, there are no post-WW2 examples where the economy dodged recession and re-accelerated meaningfully after negative payrolls in five out of nine months. However, demographic shifts, recent immigration policy and rapid technological advances suggest *this time may be different*.

Non-Farm Payrolls Total Change (in thousands)



Labor growth has slowed significantly since last April, and a -92k drop in February nonfarm payrolls marked the fifth contraction over the past nine months.

Source: Bureau of Labor Statistics

The unemployment rate reached a four-year high of 4.5% in November, before backtracking to 4.3% in January and 4.4% in February …*although this is a bit misleading as the math has changed*. The surge in retirement among baby boomers, which began about 15 years ago, has lowered the participation rate as retirees are still counted within the total population but no longer participate in the labor force.

In addition, net international migration dropped to 1.0 million in 2025 (San Francisco Fed), down from 2.6 million in 2024, while the Brookings Institute actually show *negative net migration* between -10,000 and -295,000. When population growth slows or turns negative, job creation typically slows as well, not because companies don't want to hire, but because *vacancies are harder to fill*. At the same time, the unemployment rate remains deceptively low because the number of jobseekers has declined. Thus, *the labor market feels worse than the BLS data implies*.

Net international migration dropped to 1.0 million in 2025 (San Francisco Fed), down from 2.6 million in 2024, while the Brookings Institute actually show negative net migration between -10,000 and -295,000.

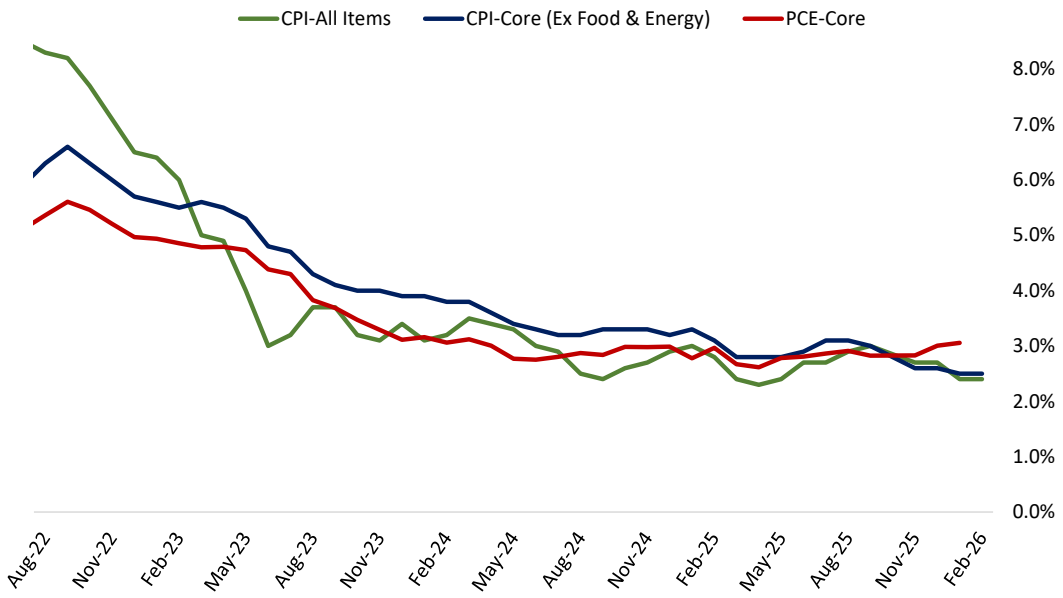
One of the Fed's two policy mandates is maintaining full employment. However, it's unclear exactly what constitutes full employment these days, and even less clear that the Fed's traditional monetary policy tools are capable of counterbalancing the negative forces weighing on the labor market. At the moment, it probably doesn't matter as the Fed's other mandate, stable inflation, is the more pressing issue.

Inflation and Spending

Inflation data early in the quarter mostly supported the disinflation narrative. Headline and core CPI both slowed in January, with shelter inflation continuing to decelerate and goods prices remaining subdued despite lingering tariff pressures. In February, overall CPI climbed +0.3% for the month and +2.4% year-over-year. Food and energy prices were both higher, but when these categories are excluded, core CPI rose just +0.2% in February and +2.5% year-over-year, *equaling the lowest core pace since 2021*.

Food and energy prices were both higher, but when these categories are excluded, core CPI rose just +0.2% in February and +2.5% year-over-year, equaling the lowest core pace since 2021.

Inflation Indicators (Year-over-Year Percent Change)



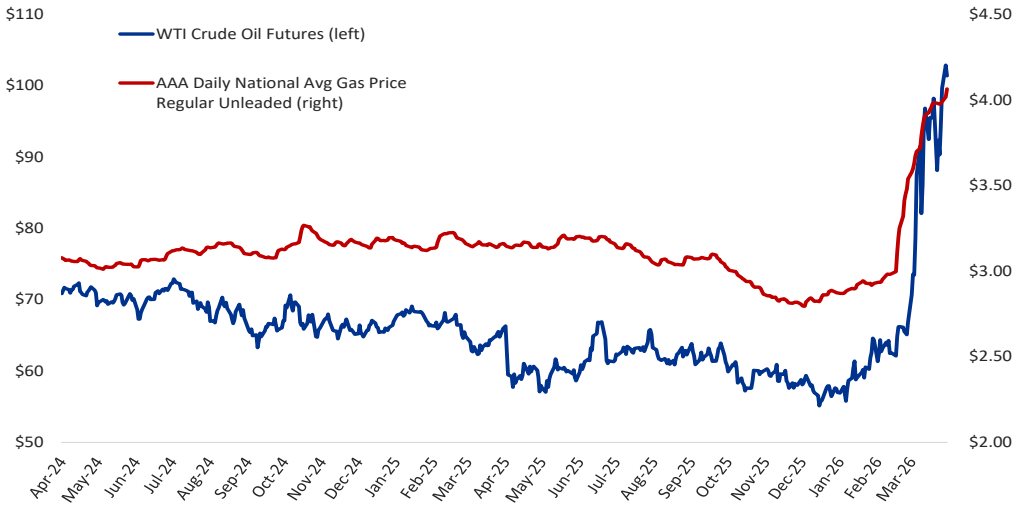
Source: Bureau of Labor Statistics, Bureau of Economic Analysis

Shelter costs are the primary reason why CPI has declined over the past three years, falling steadily from an annual rate of +7.5% in 2022, to +6.2% in 2023, to +4.6% in 2024 and +3.2% last year. This easing of housing costs continued into 2026, but overall progress on the Fed's inflation objective was abruptly halted when war broke out at the end of February.

Easing of housing costs continued into 2026, but overall progress on the Fed's inflation objective was abruptly halted when war broke out at the end of February.

The escalating conflict in the Middle East sent WTI crude oil soaring above $100 per barrel, which had an immediate effect on gasoline prices. The national average for regular unleaded increased from just under $3 per gallon to $4 during the month, while the average price for diesel fuel climbed over fifty-percent and jet fuel close to sixty-percent.

Gas & Oil



Source: New York Mercantile Exchange / AAA / Bloomberg

Energy is a small component of CPI, but *the month-over -month gain in March promises to be huge*, reversing energy disinflation that drove earlier CPI prints. While history suggests the higher oil prices will have limited pass-through to core inflation, if sustained, elevated energy costs can tighten financial conditions and weigh on real income growth.

While history suggests the higher oil prices will have limited pass-through to core inflation, if sustained, elevated energy costs can tighten financial conditions and weigh on real income growth.

CPI is front-page news and the most familiar inflation measure, but Fed officials focus on the core personal consumption expenditures (PCE) index, which at +3.1% in January was roughly a half point above CPI, a full point above the Fed's target, *and trending higher*. The question is no longer whether inflation is falling, but how resilient any progress made so far will be to geopolitical supply shocks.

Consumer behavior in the first quarter reflected a widening gap between spending and sentiment. Nominal consumer spending continued to rise, driven primarily by services and supported by real wage gains. At the same time, consumer confidence wavered. In a March Harris–Guardian survey, 51% of Americans said the U.S. economy is getting worse, compared with just 20% who believe it is improving while a whopping *57% of Americans said they believe the U.S. economy is currently in a recession*, despite official data showing continued (though admittedly fragile) economic growth.

The March University of Michigan survey showed Americans were increasingly concerned about gas prices, geopolitical risks and job security. Given the recent surge in pump prices, sentiment is unlikely to improve much, if any, in April.

The University of Michigan consumer sentiment survey had indicated the lowest current conditions reading in the history of the survey in December and the January Conference Board confidence reading was the lowest since 2014. The March University of Michigan survey showed Americans were increasingly concerned about gas prices, geopolitical risks and job security. Given the recent surge in pump prices, sentiment is unlikely to improve much, *if any*, in April.

For now, gloomy consumers are still spending. The risk is that elevated energy costs or a softer labor market could result in reduced spending in subsequent quarters.

The Fed and the Markets

With one eye on an increasingly fragile labor market and the other on a deteriorating inflation outlook, Fed officials voted to hold the overnight target range steady at 3.50% to 3.75% at both the January and March FOMC meetings. The tone of the committee remained cautious and explicitly data-dependent. Notably, the post-meeting official statement on March 18 acknowledged uncertainty related to developments in the Middle East, a rare reference to geopolitical risk in the normally paint-by-numbers summary. Policymakers emphasized that while oil price spikes alone would not prompt a policy response, persistently higher inflation expectations or deteriorating financial conditions were factors to be considered.

In the Fed's first summary of economic projections (SEP) since December, committee members increased their 2026 GDP forecast from +2.3% to +2.4%, while core inflation was recalibrated upward from +2.5% to +2.7%. The unemployment forecast was unchanged, still expected to end the year at 4.4%, matching the rate in the February BLS report. Although there is clearly upside risk to inflation and downside risk to growth (and employment), it's far too early for speculation. *Given the rapidly shifting global landscape, the committee's overly cautious SEP is probably meaningless.*

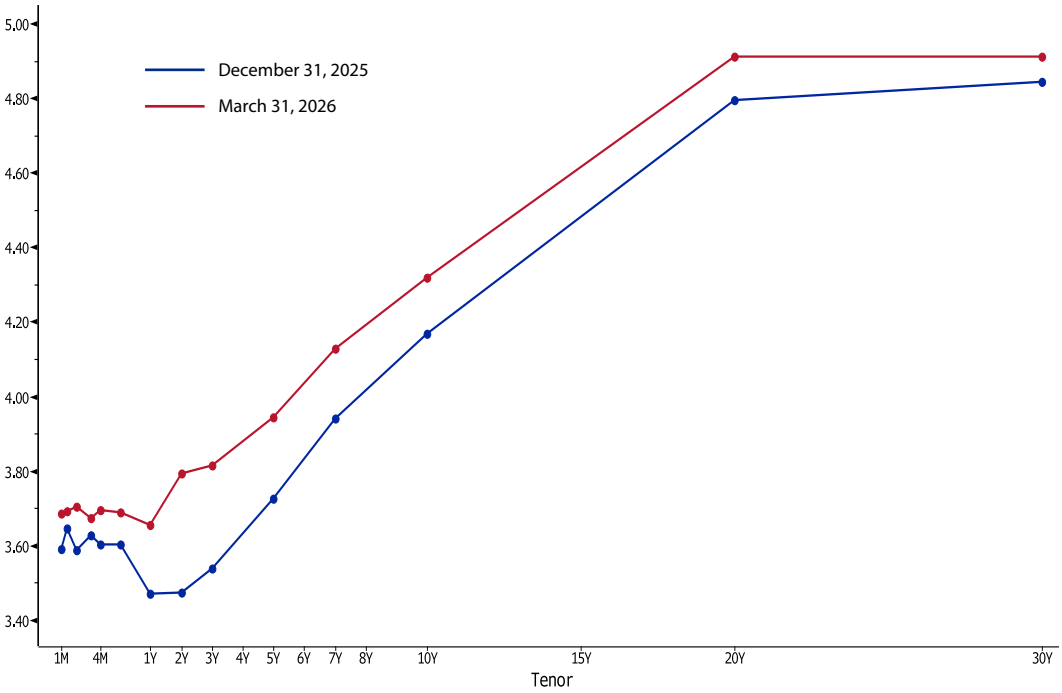
Policymakers emphasized that while oil price spikes alone would not prompt a policy response, persistently higher inflation expectations or deteriorating financial conditions were factors to be considered.

The Fed is in a tight spot. Employment is soft enough to justify eventual easing, but the expectations for higher inflation argue for tightening. Geopolitics will influence both mandates, and the conflict in the Middle East has proven wildly unpredictable. *For now, policymakers will simply wait.*

Financial markets don't respond well to uncertainty and are far less patient than the Fed. There were very few places for investors to ride out the storm.

Short-term bond yields were anchored by steady Fed policy, but longer-term yields moved sharply higher in March, reflecting increased inflation risk, heavy issuance and geopolitical uncertainty. The 2-year Treasury note yield rose 42 basis points during the month while the 10-year yield climbed 38 bps, ending the quarter near an eight-month high.

U.S. Government Yield Curve



Short-term bond yields were anchored by steady Fed policy, but longer-term yields moved sharply higher in March, reflecting increased inflation risk, heavy issuance and geopolitical uncertainty. The 2-year Treasury note yield rose 42 basis points during the month while the 10-year yield climbed 38 bps, ending the quarter near an eight-month high.

Source: Bloomberg

It wasn't just bonds that were clobbered. Virtually all major asset classes took a hit in March. Gold plunged -11% but still ended the quarter up +8.6%. Bitcoin eked out a tiny gain in March but shed more than -22% over the three-month period. The Nasdaq fell into correction territory in late March before staging a massive rally on the final day of the quarter. The two other major U.S. equity indexes followed a similar pattern, tumbling throughout March before clawing back a portion at quarter end. The Dow (-3.6%), Nasdaq (-7.1%) and S&P 500 (-4.0%) still experienced significant losses to start the year with the broad market S&P 500 delivering its weakest quarterly performance since 2022.

Q1 Interest Rates

		Fed Funds	3 mo. T-bill	12 mo. T-bill	2 yr. T-note	5 yr. T-note	10 yr. T-note
Last	12/31/2025	3.50-3.75%	3.64%	3.48%	3.48%	3.73%	4.17%
High			3.72%	3.82%	3.99%	4.10%	4.43%
Low			3.59%	3.40%	3.38%	3.50%	3.94%
End	3/31/2026	3.50-3.75%	3.68%	3.71%	3.83%	3.99%	4.35%

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

Economic and Interest Rate Outlook

Whereas the economic effect of the war has been relatively muted for most Americans, effects are far worse across the pond. The European Union (EU) imports the majority of the oil and gas it consumes, and a meaningful share of this supply is tied to Middle Eastern production and shipping routes. In an emergency meeting on March 31, the European Commission urged member nations to encourage citizens to work from home, drive and fly less, and for EU countries to urgently roll out renewables, as it warned of a prolonged energy crisis as a result of the conflict in the Gulf (Politico). EU energy chief Dan Jørgensen warned Europe was facing a "very serious situation" with no clear end in sight. According to *Newsweek*, "the urgency of the talks reflects growing fears that the current energy situation could surpass even the oil crisis of the 1970s. Some officials and analysts warn that the economic fallout could even rival the disruption caused by the COVID-19 pandemic."

With inflation expected to rise sharply in the coming months, the European Central Bank is suddenly more likely to tighten interest rates than ease further, thereby increasing the odds of recession.

With inflation expected to rise sharply in the coming months, the European Central Bank is suddenly more likely to tighten interest rates than ease further, thereby increasing the odds of recession. As a net energy exporter, the U.S. is more likely to experience slower growth than a recession, absent a sustained oil shock or sharper labor market deterioration.

Downside scenarios are tied to prolonged oil prices holding above $100 per barrel for much of the year. Most base case forecasts assume that energy prices will stabilize in the coming months, which implies that overall inflation will continue trending lower, …but at a slower pace than previously forecasted. *Again, this outlook feels overly optimistic with the Strait of Hormuz effectively closed as the conflict enters its second month.*

The March Bloomberg survey indicated U.S. economists believe GDP growth had rebounded slightly in the first quarter but will generally hover around +2.0% in subsequent periods through the end of 2027.

Despite the uncertainty, the Fed's March "dot plot" continues to signal one rate cut in 2026 and another in 2027. At the same time, dispersion of the dots within the projection has increased, reflecting a widening range of opinion among committee members.

The March Bloomberg survey indicated U.S. economists believe GDP growth had rebounded slightly in the first quarter but will generally hover around +2.0% in subsequent periods through the end of 2027. The median inflation forecast shows core PCE peaking at +3.0% in Q2, before gradually falling to +2.3% by the second quarter of next year, while unemployment is expected to hold steady within one-tenth of the current 4.4% rate. These same economists expect the Fed will respond with 25 basis point cuts in each of the last two quarters of 2026, a slightly more aggressive timeframe than Fed officials signaled at the March FOMC meeting.

The nation's economists and Fed officials expect two rate cuts (timing uncertain), but the bond market hasn't priced-in a single move.

The nation's economists and Fed officials expect two rate cuts (timing uncertain), but the bond market hasn't priced-in a single move. For both policymakers and investors, the overriding question for the remainder of the year is whether external shocks fade away or persist. Until there's more clarity, caution remains the appropriate stance. With this in mind, the bond market is right.

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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: May 12, 2026

Agenda Item:
Consider and act upon a Resolution appointing Art Maldonado as Judge of the Municipal Court of the City of Celina, Texas, setting the compensation of said Judge, setting the term of office of said Judge, and establishing authority in accordance with State laws and the Home Rule Charter of the City of Celina. (Bromiley)

Background Information:
A Municipal Judge is appointed every three years per the Celina Home Rule Charter (section 6.02). Current Judge, Art Maldonado, is available for re-appointment. Judge Maldonado has been the City of Celina's judge since November 2009. He has been a resident of the City of Celina since 2017.

Judge Maldonado was born and raised in El Paso, Texas and is a graduate of Coronado High School. He earned a Bachelor of Science Degree in Criminal Justice from The University of Texas at El Paso and went to work for The Texas Youth Commission where he was a Caseworker at West Texas State School in Pyote, Texas. He was later appointed as an Agent in The United States Border Patrol stationed in San Diego, California and attended the academy in Charleston, South Carolina before entering Law School at Thurgood Marshall School of Law in Houston, Texas, where he graduated with honors (Cum Laude).

He began his legal career with the Collin County District Attorney's Office where he was a Misdemeanor Court Chief and attained the position of Felony Prosecutor before leaving to private practice at The Maldonado Law Office, P.C. In 2007, he was appointed as an Associate Municipal Court Judge in Frisco, Texas and shortly thereafter appointed to benches in Wylie, Celina, Providence Village, Aubrey, and Sanger. He continues to serve as the Presiding Judge in Frisco and all the listed North Texas cities. He also serves as Visiting Judge for the Denton County Magistrate Court.

Legal Review:
Legal has completed their review.

Supporting Documents:
1. Staff Presentation
2. Resolution
3. Agreement

Financial Consideration:

Staff Recommendation:
Staff recommends approval.



CITY COUNCIL MEETING

FY 26 Municipal Court Judge Services Agreement

May 12, 2026

Municipal Judge Background



A Municipal Judge is appointed every three years per the Celina Home Rule Charter (section 6.02). The current Judge, Art Maldonado, is available for re-appointment. Judge Maldonado has been the City of Celina‘s judge since November 2009. He has been a resident of the City of Celina since 2017.

The agreement is effective June 1st, 2026, for a three-year term with an option to extend the agreement



Thank You!

RESOLUTION NO. 2026-_____R

A RESOLUTION OF THE CITY OF CELINA, TEXAS, APPOINTING A JUDGE OF THE MUNICIPAL COURT OF THE CITY OF CELINA, TEXAS; SETTING THE COMPENSATION OF SAID JUDGE; SETTING THE TERM OF OFFICE OF SAID JUDGE; ESTABLISHING AUTHORITY IN ACCORDANCE WITH STATE LAWS AND THE HOME RULE CHARTER OF THE CITY OF CELINA, TEXAS.

WHEREAS, The City Council of the City of Celina, Texas, by this resolution does hereby appoint Art Maldonado to the office of Judge of the Municipal Court of the City of Celina, Texas, for a term to commence with the passage of this resolution and to terminate at the end of three years.

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

Section 1. Compensation: The Municipal Judge shall be paid monthly as may be determined by the City Council. Said Judge will not be entitled to insurance benefits or retirement benefits provided by the City of Celina, Texas to its full-time employees.

Section 2. Authority This resolution is enacted in accordance with the laws of the State of Texas providing for the filling of the office of the Judge of the Municipal Court of the City of Celina, Texas by appointment as authorized by the Home Rule Charter of the City of Celina.

Section 3. Effective Date This resolution shall take effect on June 1, 2026, and as the law in such cases provides, shall expire at the end of June 2029.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas on the 12th day of May 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

MUNICIPAL COURT JUDICIAL SERVICES AGREEMENT – PRESIDING JUDGE

The **City of Celina, Texas**, a home-rule municipality ("Celina"), and **Art Maldonado** ("Contractor") hereby enter into this Municipal Court Judicial Services Agreement ("Agreement"). Celina and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, the City Council of the City of Celina, Texas ("Celina") has established and maintains the Celina Municipal Court and appoints judges as may be necessary to serve the Court pursuant to **Chapter 6, Section 6.02** of Celina City Charter; and

WHEREAS, Contractor desires to contract with Celina to provide such judicial services as the presiding judge for the Celina Municipal Court under the terms and conditions of this Agreement; and

WHEREAS, Contractor represents and warrants that through education and experience, Contractor possesses the requisite skills to provide such judicial services in a professional and competent manner; and

WHEREAS, Celina and Contractor acknowledge and agree that this Agreement is not an employment agreement and does not establish a relationship of employer and employee between Celina and Contractor, but defines a relationship between the parties wherein the Contractor is in fact an independent contractor of Celina; and

WHEREAS, Contractor reserves independence to act within the limits imposed by law and professional obligations such that Celina's objectives during the term of this Agreement will be furthered through means the Contractor considers appropriate in accordance with Contractor's professional obligations and as may be required by the Texas Code of Judicial Conduct and other applicable rules and regulations.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall provide judicial services as the presiding judge in Celina Municipal Court and shall furnish all labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of this Agreement (collectively, "Services"). The Services include, but are not limited to, the following:

   (a) Hearing and consideration of cases and other matters scheduled and assigned to Contractor in the Celina Municipal Court;

   (b) Presiding over Celina Municipal Court dockets, including pretrial conferences, pretrial hearings, plea and arraignments proceedings, trials and other proceedings scheduled and assigned to Contractor in the Celina Municipal Court;

(c) Issuing appropriate rulings and orders in cases and other matters scheduled and assigned to Contractor in the Celina Municipal Court;

(d) Perform magistrate, arraignment and warrant duties scheduled and assigned to Contractor;

(e) Communicating with Celina Municipal Court staff, judges, prosecuting and defending attorneys, defendants and other participants in cases and other matters scheduled and assigned to Contractor in the Celina Municipal Court;

(f) Establishing the times and days for the court dockets;

(g) Performing such other functions within Celina Municipal Court normally required of a municipal court presiding judge; and

(h) Providing Celina timely updates regarding changes in the scope and nature of the Services provided hereunder that may affect operations, policies or activities of Celina Municipal Court and making recommendations on improving the quality and efficiency of the Services provided hereunder.

Contractor shall perform the Services at the dockets to which he/she may be scheduled. If Contractor is unavailable to complete these Services, it shall be the duty of Contractor to seek an alternative method of fulfilling these duties through another Celina-appointed Judge.

2. Term; Termination. The term of this Agreement shall commence on the Effective Date (hereinafter defined) of this Agreement and shall continue in effect until the third anniversary of the Effective Date, unless terminated earlier in accordance with this Agreement or the City Charter. Celina shall have the option to extend this Agreement for additional terms of three (3) years each on the same terms and conditions by giving Contractor written notice of its intent to extend prior to the expiration of the then-current three (3) year term, provided that the City Council has re-appointed Contractor as the presiding judge in accordance with Chapter 6, Section 6.02 of the City Charter. Celina is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor written notice of termination, removal or non-appointment. Contractor is entitled to terminate this Agreement at any time for any reason or for no reason by giving Celina at least thirty (30) days' prior written notice of the termination date. The term of this Agreement shall automatically terminate on the date that Contractor ceases to maintain all necessary qualifications to serve as a judge for the Celina Municipal Court, including but not limited to being a licensed attorney in good standing and/or having two or more years' of experience in the practice of law in Texas should the Celina Municipal Court be converted to a municipal court of record.

3. Compensation; Billing. In exchange for Contractor's provision of the Services as described in this Agreement, Celina agrees to pay Contractor at the rate of **$1,585.17** per

month of work actually performed by Contractor under this Agreement. Beginning October 2026 and each October thereafter, the monthly compensation rate may be increased by up to three percent (3%) annually. Such amount shall be payable on a monthly basis at the time and in the manner determined by Celina. Such amount shall be payable on a monthly basis at the time and in the manner determined by Celina. Celina is entitled to withhold, deduct and pay from such amount applicable income and other payroll taxes, but in no event shall such actions by Celina alter the parties' independent contractor relationship or entitle Contractor to any employment, insurance, vacation or other benefits. In this regard, Contractor shall defend, indemnify and hold harmless Celina from any and all liability which may result from the failure to withhold, and/or the withholding of, any sums from the monies payable to Contractor under this Agreement, including, but not limited to, any taxes, interest or penalties owed to the Internal Revenue Service or any other party.

No additional compensation shall be due to Contractor for any travel to or from Celina or for travel to any hearings, trials or other proceedings. Notwithstanding anything to the contrary herein, Celina shall not be required to pay Contractor if Contractor is in breach of this Agreement.

As an appointed official, Contractor agrees to perform the service required by the position of presiding judge and is not limited to or guaranteed a preset number of hours per week or per month to perform such services. Contractor is expected to engage in those hours of work which are necessary to fulfill the obligations of Contractor's position. Contractor acknowledges that the proper performance of duties as presiding judge will often require the performance of necessary services at times and for extended periods other than as scheduled. Contractor agrees to devote such additional time as is necessary for the full and proper performance of duties and that the compensation herein provided for includes compensation for the performance of all such Services.

4. Cooperation. Contractor acknowledges that Celina is entitled, in its sole discretion, to contract with and/or assign other judges to provide the same or similar judicial services for Celina Municipal Court, and Contractor agrees to fully cooperate with Celina and any such other judges in this regard, including but not limited to, coordinating the scheduling and coverage of the dockets and other needs of Celina Municipal Court.

5. Conflicts. Celina recognizes that Contractor may represent clients as an attorney. During the term of this Agreement, Contractor shall not represent any person or entity or otherwise engage in the practice of law in a matter directly adverse to Celina, in an adversarial capacity before the Celina City Council or any of its courts, agencies, boards or commissions, or in a matter that Celina determines is adverse to the interests of Celina. Further, Contractor represents that Contractor does not have any personal, business or financial interests or relationships, which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of Contractor in performing the Services. Contractor shall evaluate on an ongoing basis whether, in Contractor's professional judgment, a conflict may become apparent or imminent. In the event that Contractor believes a conflict may develop or has developed, Contractor shall

immediately communicate with Celina about the perceived potential conflict.

6. Professional Obligations. Contractor must complete the minimum number of hours of instruction annually in the performance of the duties of a municipal court presiding judge as required by the laws of the State of Texas and any applicable rule or statute. Celina shall pay the reasonable cost of such required training, including required books and materials upon receipt by Celina of written invoices for the same. Contractor shall ensure that official copies of records documenting such training shall be kept and maintained at all times. The Contractor shall provide proof of current certification from the State Bar of Texas on October 1 of each year during the term of this Agreement.

7. Entire Agreement. This Agreement contains all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. No amendment to this Agreement shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.

8. No Supervisory Capacity. Contractor acknowledges that the clerks of the Celina Municipal Court are supervised by the City Manager as administrative employees and that Municipal Court prosecutors are supervised by the City Attorney. Contractor does not serve in a supervisory role as to any of these or other employees of Celina except with regard to judicial procedures of the court. However, he/she shall consult with the appropriate department head or City Manager concerning needed improvements or problems that come to his/her attention through his/her service under this Agreement.

9. No Prohibited Interest. Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of Celina City Charter. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable.

10. Liability. To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for Contractor's own acts and omissions and for any and all damage to Contractor's equipment and other property. Celina assumes no such responsibility or liability. Celina shall have no such responsibility or liability to Contractor.

11. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work under this Agreement. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify Celina in writing.

12. Assignment. Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of Celina.

13. Savings/Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

14. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

15. Attorneys' Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Celina and Contractor, 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.

16. 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.

17. No 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.

18. Headings. The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

19. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the 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 electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Art Maldonado
2770 Main Street, Suite 91
Frisco, Texas 75033

Telephone: 214-619-2600
Email: art@maldonadolaw.net

If to Celina, to: City of Celina
Attn: City Manager, Robert Ranc
142 N. Ohio Street
Celina, Texas 75009
Telephone: 972-382-2682
Email: rranc@celina-tx.gov

With a copy to: Messer, Fort, McDonald
Attn.: Julie Fort
6371 Preston Rd
Frisco, Texas 75034
Telephone: (972) 668-6400
Email: julie@txmunicipallaw.com

20. Representations. Each party states that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

21. Independent Contractor. Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of Celina; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between Celina and Contractor; and that nothing herein shall be construed as creating a partnership or joint enterprise between Celina and Contractor. Neither Contractor nor his agents or employees shall be deemed to be an employee of Celina for any purpose whatsoever. Contractor shall not be eligible to participate in any benefit program provided by Celina for its employees. Contractor shall be exclusively responsible for the payment of his/her own taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to worker's compensation and Social Security obligations, professional fees or dues. Celina may arrange to provide space for Contractor to use to facilitate access to the Municipal Court staff and others. The provision of space is not compensation, nor does it change the nature of the relationship from that of independent contractor. Contractor agrees to make use of the space, if any, as an accommodation to Celina and only to conduct business in accordance with this Agreement.

22. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the authorized representatives of Celina and Contractor.

23. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

24. No Waiver of Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, Celina 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

25. Chapter 2270 Certification. In accordance with Chapter 2270 of the Texas Government Code, Contractor hereby certifies that Contractor (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with Celina, including during the term of this Agreement.

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

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

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

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: May 12, 2026

Agenda Item:
Consider and act upon a Resolution to authorize execution of an Amendment to the Interlocal Agreement with the Local Government Investment Cooperative. (Bromiley)

Background Information:
The Local Government Investment Cooperative ("LOGIC") provides Texas local governments with access to authorized public funds investment pools through a Participation Agreement. One such pool is TexSTAR, which offers a liquid, short-term investment option in compliance with the Public Funds Investment Act.

This amendment updates the City's authorized representatives by adding the following individuals to the accounts and reactivates the Local Government Investment Cooperative Participation Agreement, allowing the City to invest in eligible public funds investment pools, including TexSTAR:

- Robert Ranc, City Manager
- Karla Stovall, Assistant City Manager
- Robin Bromiley, Director of Finance
- Lori Heikkinen, Assistant Director of Finance

This action is administrative in nature and does not alter the City's overall investment strategy, but enhances flexibility and access to competitive, low-risk investment options.

Legal Review:
Reviewed by legal.

Supporting Documents:

1. Staff Presentation
2. Resolution

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval



CITY COUNCIL MEETING

LOGIC Amendment Resolution

May 12, 2026

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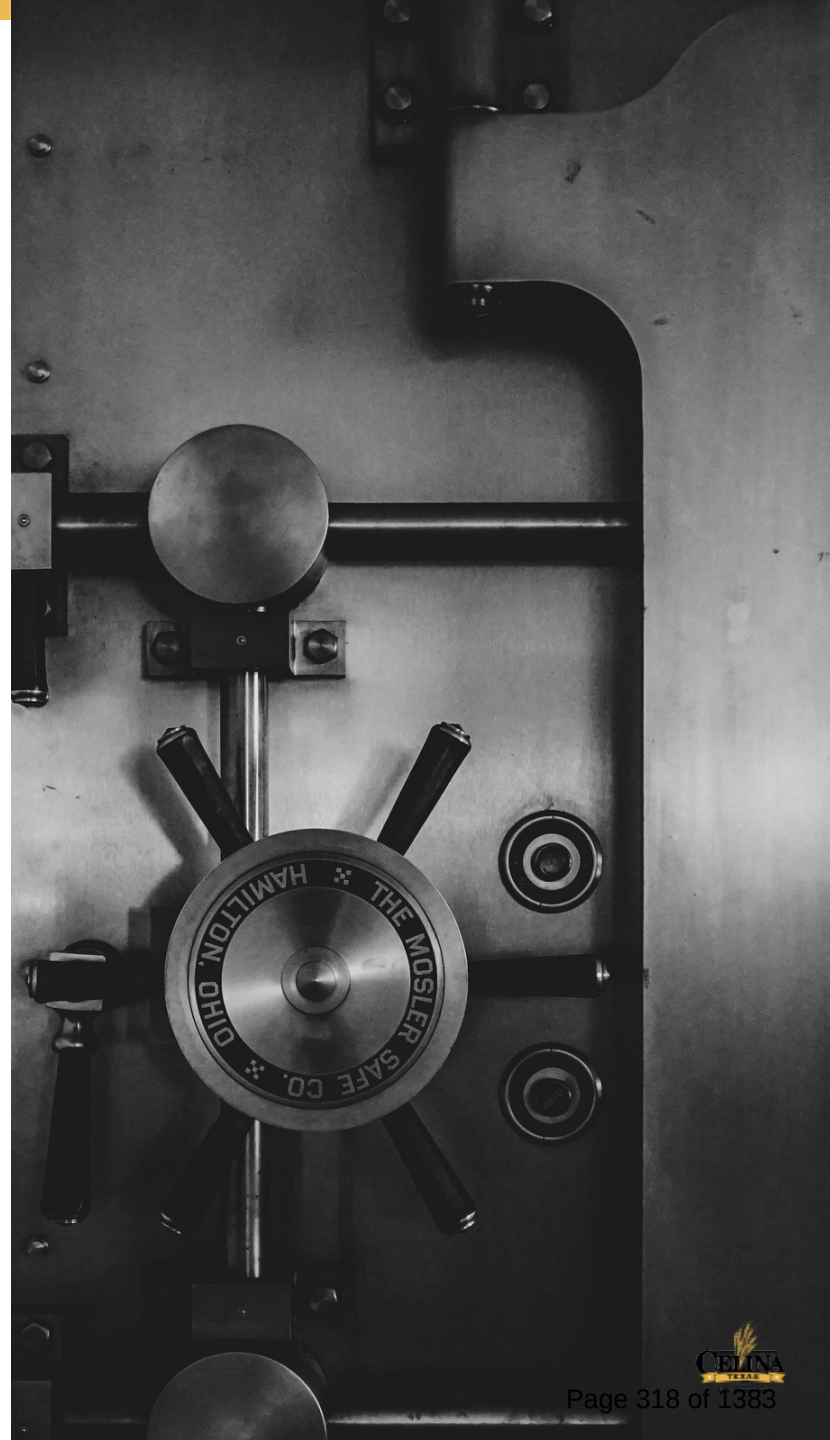




Questions?

RESOLUTION NO. 2026-___R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, TO DESIGNATE CURRENT CITY EMPLOYEES TO BE THE AUTHORIZED REPRESENTATIVES UNDER THE EXISTING LOCAL GOVERNMENT INVESTMENT COOPERATIVE PARTICIPATION AGREEMENT AND TEXAS SHORT TERM ASSET RESERVE PROGRAM

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, permits the City to contract with one or more other local governments to perform governmental functions and services, including investment of public funds;

WHEREAS, the City of Celina, Texas (the "City") entered into that certain Local Government Investment Cooperative ("LOGIC") Participation Agreement (the "Agreement") on June 10, 2014, through which the City is permitted to invest funds in an eligible public funds investment pool, including the Texas Short Term Asset Reserve Program ("TexSTAR"); and

WHEREAS, the Agreement requires the City to designate certain employees as "Authorized Representatives," who may executed documents and take other necessary actions on behalf of the City with LOGIC and TexSTAR; and

WHEREAS, the City desires to update the City employees who are designated as Authorized Representatives;

WHEREAS, under the Agreement, such designation of Authorized Representatives may be done by Resolution of the City Council; and

WHEREAS, the City of Celina City Council deems the adoption of this Resolution to be in the best interests of the health, safety, and welfare of the public.

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

SECTION 1. All matters stated herein above are found to be true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby designates the following officers, officials or employees as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to: deposit money to and withdraw money from the City's LOGIC and TexSTAR account or accounts from time to time in accordance with the Agreement and the Information Statement describing the Agreement and to take all other actions deemed necessary or appropriate for the investment of funds of the City in LOGIC and TexSTAR:

.

NAME: Robert Ranc
TITLE: City Manager

NAME: Karla Stovall
TITLE: Assistant City Manager

NAME: Robin Bromiley
TITLE: Director of Finance

NAME: Lori Heikkinen
TITLE: Assistant Director of Finance

SECTION 3. The City Manager of the City of Celina, Texas is hereby authorized to any amendments or other documents necessary to effectuate the designation of these Authorized Representatives.

SECTION 4. This Resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas on this 12th day of May 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Life Connected.

Finance
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Robin Bromiley, Director of Finance
CC: Karla Stovall, Assistant City Manager
Date: May 12, 2026

Agenda Item:
Consider and act upon an Interlocal Cooperation Agreement for Ad Valorem Tax Collection Services with Collin County Tax Assessor's Office and the City. (Bromiley)

Background Information:
The City of Celina currently contracts with the Collin County Tax Assessor-Collector's Office to provide ad valorem tax collection services. These services include the preparation and mailing of tax bills, collection of current and delinquent taxes, maintenance of delinquent tax records, and issuance of refunds.

Chapter 791 of the Texas Government Code (Interlocal Cooperation Act) and Chapter 6 of the Texas Tax Code authorize such agreements between local governmental entities to promote efficiency and cost-effectiveness.

The proposed Interlocal Cooperation Agreement (ICA) continues the partnership with Collin County for the assessment and collection of the City's property taxes. Under the agreement, Collin County will act as the City's tax assessor and collector and perform all necessary functions related to tax collection, including delinquent tax enforcement. This arrangement allows the City to leverage the County's established systems, expertise, and economies of scale to provide efficient and reliable tax collection services.

The agreement is effective upon execution and continues through September 30, 2026, with automatic one-year renewals unless terminated by either party with 90 days' notice.

Legal Review:

Supporting Documents:

1. Staff Presentation
2. Collection Agreement 2026
3. Collin County Tax Collector Office Letter

Financial Consideration:
The County will withhold its fee directly from collected tax revenues, eliminating the need for a separate payment process, and the fee is included in the City's budget every fiscal year.

Staff Recommendation:
Staff recommends approval



CITY COUNCIL MEETING

INTERLOCAL FOR AD VALOREM TAX COLLECTION

May 12, 2026

ICA - Ad Valorem Tax Collection Services



The City of Celina currently contracts with the Collin County Tax Assessor-Collector's Office to provide ad valorem tax collection services. These services include the preparation and mailing of tax bills, collection of current and delinquent taxes, maintenance of delinquent tax records, and issuance of refunds.

The proposed Interlocal Cooperation Agreement (ICA) continues the partnership with Collin County for the assessment and collection of the City's property taxes. Under the agreement, Collin County will act as the City's tax assessor and collector and perform all necessary functions related to tax collection, including delinquent tax enforcement. This arrangement allows the City to leverage the County's established systems, expertise, and economies of scale to provide efficient and reliable tax collection services.

The agreement is effective upon execution and continues through September 30, 2026, with automatic one-year renewals unless terminated by either party with 90 days' notice.



Thank You!

INTERLOCAL COOPERATION AGREEMENT FOR AD VALOREM TAX COLLECTION SERVICES

This Interlocal Cooperation Agreement for Ad Valorem Tax Collection Services (hereinafter "Agreement") is entered into by and between Collin County, Texas (hereinafter "County") and City of Celina (hereinafter "Taxing Entity").

WHEREAS, it is in the best interest of the citizens of Collin County, Texas for the various governmental entities located in the County to cooperate in the provision of governmental services where such cooperation will result in a more cost-effective, more efficient, and/or higher quality provision of such services; and

WHEREAS, Chapter 791 of the *Government Code* (the "Interlocal Cooperation Act"), and Chapter 6 of the *Tax Code*, authorize the County and governmental entities located in the County to enter into cooperative agreements for the County to collect the other governmental entities' ad valorem taxes through the Collin County Tax Assessor-Collector; and

WHEREAS, the governing body of the Taxing Entity and the Collin County Commissioners Court, with the approval of the Collin County Tax Assessor-Collector (hereinafter "County Tax Assessor-Collector"), have approved this Agreement, and have found such to be in the best interest of their respective entities, and

WHEREAS, the Taxing Entity has legal authority to designate and authorize the County to act as the Assessor and Collector of the Taxing Entity's ad valorem taxes; and

WHEREAS, the parties, in performing governmental functions, or making payments in consideration thereof, shall do so from current revenues legally available to the parties.

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated by reference herein, and the mutual promises and conditions set forth below, the parties agree as follows:

Under the applicable provisions of Chapter 6 of the *Tax Code* and Chapter 791 of the *Government Code*, the County, through its duly elected County Tax Assessor-Collector, shall serve as the assessor and collector of the Taxing Entity's ad valorem taxes for each year of this Agreement, as provided herein. Taxing Entity does hereby expressly authorize the County, through the County Tax Assessor-Collector, to do and perform all acts necessary and proper to assess and collect the Taxing Entity's ad valorem taxes, including the collection of delinquent taxes.

SECTION 1 DEFINITIONS

1.01 *Tax Collection* Services. The term "Tax Collection Services" shall include preparation and mailing of tax bills for property taxes levied by the Taxing Entity, correction of clerical errors in tax rolls, collection of property tax liabilities, maintenance of a list of delinquent taxes, and issuance of refunds. Tax Collection Services do not include appraisal of property.

1.02 *Current* Taxes. The term "Current Taxes" shall mean those property taxes legally due and payable to the Taxing Entity without penalty and interest.

1.03 *Delinquent Taxes.* The term "Delinquent Taxes" shall mean the property taxes that have not been paid to the Taxing Entity on or before January 31 of any given year and on which penalty and interest are then due.

SECTION 2 TERM

2.01 *Term.* The term of this agreement shall commence on the date of the last to sign this Agreement and shall continue in full force and effect until September 30, 2026. Thereafter, this agreement shall automatically renew annually for an additional one (1) year term without the necessity of any action by the parties. Either party may elect not to renew this Agreement by giving written notice at least ninety (90) days prior to the end of the original term or any renewal term.

2.02 *Effect of Renewal*. The County reserves the right to increase the cost/fee for its Tax Collection Services payable by the Taxing Entity in any renewal year depending on the determination of the Taxing Entity's share of the costs of assessment and collection of ad valorem taxes Countywide in each year.

SECTION 3 SERVICES

3.01 *Services to be Performed.* The County agrees to provide Tax Collection Services.

3.02 *Services to the Taxing Entity*. Those services that are appropriate to comply with the requirements of the Texas Tax Code and the County Tax Assessor-Collector's standard practices for the assessment and collection of the Taxing Entity's ad valorem taxes

3.03 *Tax Bills.* By Noon (Central Standard Time) of the third Wednesday of September of each year, the Taxing Entity shall provide the County with a copy of the Resolution/Ordinance for the tax rate adopted for that year. Failure to supply the adopted tax rate may result in additional per statement fees, equal to the costs of printing and mailing of all statements. The County agrees to prepare consolidated tax bills for each taxpayer. The tax bill shall include taxes owed to all taxing units to which the taxpayer owes taxes, except those units which have not been contracted with

the County for Tax Collection Services. The County will mail such tax bills to the property located within the Taxing Entity by October 1 of each year or as soon as practicable.

SECTION 4 PAYMENT

4.01 *Rate of Payment.* The Taxing Entity shall pay the County for Tax Collection Services at a rate determined by the County Tax Assessor-Collector for each non-exempt parcel for parcels on the Taxing Entity's tax roll for each year during the term of this Agreement.

The rate is determined based on the Taxing Entity's share of the cost of assessment and collection of ad valorem taxes Countywide for any year.

The payment due for the first year of this Agreement is $ _1.00_ per parcel located in Collin County. Parcels outside of Collin County is $_1.10__ per parcel. The payment due in future years of this Agreement shall be as determined by the County Tax Assessor-Collector.

4.02 *Method of Payment.* The County shall withhold from the taxes collected under this Agreement the amount of money necessary to pay for Tax Collection Services at the rate determined by the Tax Assessor-Collector for the applicable year from the December collections. The Taxing Entity shall not be entitled to receive any taxes collected for a tax year until the County has withheld the total amount of compensation due to it for that year.

4.03 *Proration of Payment.* If this Agreement is terminated during the original term or any annual term prior to the time that the County has withheld sufficient funds pursuant to Section 4.02 to aggregate the amount of payment due, the County's compensation for Tax Collection Services for the original term or a renewal term shall equal a pro rata portion of the amount of the payment due for that year based on the number of days in the original term or renewal term prior to termination.

SECTION 5 REMITTANCE OF COLLECTION

Subject to offset for the payment due from the Taxing Entity under this Agreement and taxpayer refunds, taxes collected shall be remitted to the Taxing Entity (7) days from the date they are received by the County Tax Office. If for any reason there are insufficient available collections to offset against the payment due under this Agreement and/or taxpayer refunds, the Taxing Entity must pay the County the amount due for those items within 10 days of being notified by the County of the amount owed.

SECTION 6 ADMINISTRATIVE PROVISIONS

6.01 *Records.* The Taxing Entity, or its representatives designated in writing, upon reasonable notice is authorized to examine the records to be kept by the County in the performance of this

Agreement at mutually convenient times and intervals. Such books and records will be kept in the offices of the Collin County Tax Assessor Collector.

6.02 *Taxing Entity Records.* The Taxing Entity agrees to transfer to the possession and control of the County, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. These records shall include all tax records, including tax rolls or records available to the Taxing Entity, as required by the County Tax Assessor Collector.

6.03 *Surety Bond.* If the Taxing Entity requires the County to obtain a surety bond for the Tax Assessor Collector, the Taxing Entity agrees to pay the premium for such bond.

6.04 *Audits.* The County, upon reasonable notice, agrees to allow an audit of the tax records at a mutually convenient time. A copy of the audit results shall be furnished to the County. If the audit reveals that a credit is due to the Taxing Entity, the County will pay the cost of the audit. If the audit reveals that no credit is due to the Taxing Entity, the Taxing Entity will pay the cost of the audit.

6.05 *Deposits of Taxes.* The County agrees to deposit taxes collected under this Agreement into such depository as is designated by the Taxing Entity in writing.

SECTION 7 ROLLBACK AND CORRECTED BILLING SERVICES

In the event that the Taxing Entity's tax rate is rolled back or otherwise changed after the County begins collections for the Taxing Entity in any given year, the County will continue to act for the Taxing Entity in providing refunds to taxpayers or sending corrected billings only if the Taxing Entity assumes an additional cost equal to the actual cost of processing, printing, and mailing per nonexempt parcel per year for each parcel on the tax roll for which a refund or corrected billing is issued. These costs are in addition to the payment required for the Tax Collection Services provided under Section 4 of this Agreement. Such costs shall be withheld by the County from tax collections in the same manner as set out in Section 4. In the event that costs under this Section 7 cannot be satisfied from tax collections, the Taxing Entity agrees to pay for services provided under this section within 10 days of receipt of a bill from the County. The Taxing Entity agrees that any payments that it is required to make under this section shall be made out of the Taxing Entity's current revenues.

SECTION 8 **REFUNDS**

Refunds to property owners authorized by the Taxing Entity will be made on the same check for all taxing units contracting for Tax Collection Services. Circumstances on which refunds may be based include, but are not limited to, late exemption claims, clerical errors, and overpayments. The amounts refunded by the County for the Taxing Entity shall be paid by the County from tax

collections on hand for the Taxing Entity for the year for which the refunds are made after the County's compensation is withheld pursuant to Section 4 of this Agreement. If excess tax collections for the Taxing Entity in the County's possession are insufficient to pay for a refund, the County shall notify the Taxing Entity of the deficiency, and the deficiency amount shall be paid by the Taxing Entity to the County within ten (10) days of notification of the amount due. The County shall not be obligated to pay a refund unless it has sufficient excess Taxing Entity tax collections in its possession to pay the refund or the Taxing Entity has paid to the County sufficient funds to cover the deficiency. The Taxing Entity agrees that any payments that it is required to make under this section shall be made out of the Taxing Entity's current revenues.

SECTION 9 **MISCELLANEOUS PROVISIONS**

9.01 *Liability.* To the extent allowed by law, any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the Taxing Entity. The parties agree that the County shall be acting as agent for the Taxing Entity in performing the services contemplated by this Agreement. The Taxing Entity shall hold the County free and harmless from an obligation, costs, claims, judgments, attorneys' fees, and other such liabilities arising from or growing out of the services rendered to the Taxing Entity pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or gross negligence of the County.

9.02 *Controlling Law.* This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

9.03 *Sovereign Immunity.* It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor Taxing Entity waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

9.04 *Amendments.* This Agreement shall not be amended or modified other than in a written agreement signed by the parties.

9.05 *Notices.*

(a) Except as otherwise provided in this Agreement all notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, with proper postage prepaid or when delivered in person.

(b) All communications provided for in this Agreement shall be addressed as follows:

(ii) if to the County, to:

County Judge
Collin County
2300 Bloomdale Road
McKinney, Texas 75071

With a correspondence copy to the County Tax Assessor Collector, 2300 Bloomdale Road, Suite 2366, P.O. Box 8006, McKinney, Texas 75070-8006.

(ii) if to the Taxing Entity, to:

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

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 9.05.

9.06 *Parties Bound.* This Agreement may not be assigned and shall be binding upon the parties, their heirs, executors, legal representatives, and successors.

9.07 *Copies.* This Agreement is executed in multiple copies, any one of which, or a true copy thereof, shall have the same evidentiary value.

9.08 *Integration.* It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

9.09 *Severability.* The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of the Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the delivery of written notice of termination to the other party.

9.10 *Captions.* The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

9.11 *Obligations of Condition.* All obligations of each party under this Agreement are conditions to further performance by the other party of its obligation under the Agreement.

9.12 *Exclusive Right to Enforce This Agreement.* The County and the Taxing Entity have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

COLLIN COUNTY, TEXAS

_____

By: Judge Chris Hill

Title: County Judge of Collin County

Date: _____

TAXING ENTITY

_____

By: Robin Bromiley

Title: Director of Finance, City of Celina

Date: _____

COLLIN COUNTY TAX OFFICE

_____

By: Scott Grigg

Title: Tax Assessor Collector of Collin County

Date: _____

SCOTT GRIGG
TAX ASSESSOR COLLECTOR
COLLIN COUNTY
2300 Bloomdale Road, Ste. 2366
McKinney, TX 75071
P.O. Box 8006
McKinney, TX 75070-8006
(972) 547-5020
METRO (972) 424-1460 ext. 5020
FAX (972) 547-5040
Email: taxassessor@co.collin.tx.us

To City of Celina:

It is my honor to serve all the cities, schools, Collin College and special taxing entities in Collin County. I look forward to continuing to work with each of you for many years to come. We are partners, here to serve the tax payers of Collin County. My team and I work hard daily to ensure that we provide the best service possible.

As I have already informed you, to ensure that we are in compliance with Tax Code Sec. 6.27 and collecting reasonable fees not to exceed actual costs. The fees have not gone up for many years while the expenses have continued to increase. Attached you will find the new contract that reflects the increase in fees to **$1.00 for in county parcels and $1.10 for out of county parcels.**

Last year your fee was $17,730.00 for 23,640 parcels, based on last year's parcel count the new fee would be $24,065.70. The new fee will be reflected in your next statement that goes out each year.

Please review the contract and have it signed by the appropriate person in your entity. We are asking that the contract be returned no later than two weeks from the date of receipt of this letter.

Please feel free to reach out to me if I can be of any assistance or answer any questions.

Sincerely,

Scott Grigg

Scott Grigg, CFE, CTOP, PCC, PCAC

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: May 12, 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 May 2026:

- $179,628.00 in General Fund expenses for drainage, traffic, surveying, and wastewater reviews funded through offsetting professional study fees.
- $12,500.00 in General Fund expenses for Zap Stand purchases, rolled over from a prior year purchase order.

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 an adequate fund balance to fund the proposed amendment.

Staff Recommendation:

Staff recommends approval.



May Budget Amendment

5/12/2026



Details

- $179,628 in General Fund for On-Call Professional Services to review Drainage, Traffic, Surveying, and Wastewater with offsetting revenue.
- $12,500 in General Fund Facility Maintenance for Zap Stand purchases and installation, from a rollover 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.

DULY PASSED and APPROVED by the City Council of the City of Celina, Texas, on the 12th day of May 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT A
FY 2025-2026 Budget Amendment

Meeting Date: May 12, 2026

Account #	Account Name	Description	Adjustment
102-400-000-4210	Professional Study Fees	Offsetting Revenue for On Call Reviews	(179,628)
102-115-000-6212	Professional Service - Development	On call Drainage, Traffic, Surveying, Wastewater Reviews	179,628
102-31-3050	Fund Balance	Fund Balance Offset	(12,500)
102-110-000-6405	Facility Maintenance	Zap Stand Purchase and Installation	12,500

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andrew Figueroa, Director of Public Works
CC: Kimberly Brawner, Assistant City Manager
Date: May 12, 2026

Agenda Item:
Consider and act to award Bid #2026-031 to A&M Construction for the repair of a twelve-inch water transmission line in the amount of $92,574.00, plus a 10% contingency in the amount of $9,257.40, for a total amount not to exceed $101,831.40. (Figueroa)

Background Information:
The City of Celina has initiated the design of the Light Farms 12-inch waterline creek crossing project under its Professional Services Agreement with Kimley-Horn and Associates, Inc., to address a deficiency at an existing creek crossing and improve overall system reliability. The project consisted of repairing and replacing approximately 30 linear feet of an existing 12-inch potable waterline exposed in the creek by removing deteriorated, concrete-encased pipe and installing a new 12-inch PVC waterline within a steel casing to provide enhanced structural protection and reduce the risk of future failure. The City procured engineering services, including the preparation of construction plans, specifications, and cost estimates, along with the necessary documents to ensure a successful repair.

The City advertised Bid No. 2026-031 on March 27, 2026. The bid closed on April 13, 2026, and the City received nine (9) bids. Staff recommends approval of Bid No. 2026-031 and award to A&M Construction and Utilities, Inc., for the repair of the 12-inch water transmission line at a base bid amount of $92,574.00, plus a 10 percent contingency of $9,257.40, for a total project amount not to exceed $101,831.40.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Agreement

3. Agenda Recap
4. Bid Tabulation by Line Item
5. Form 1295

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 Recommeds Approval



12" Water Line Repair

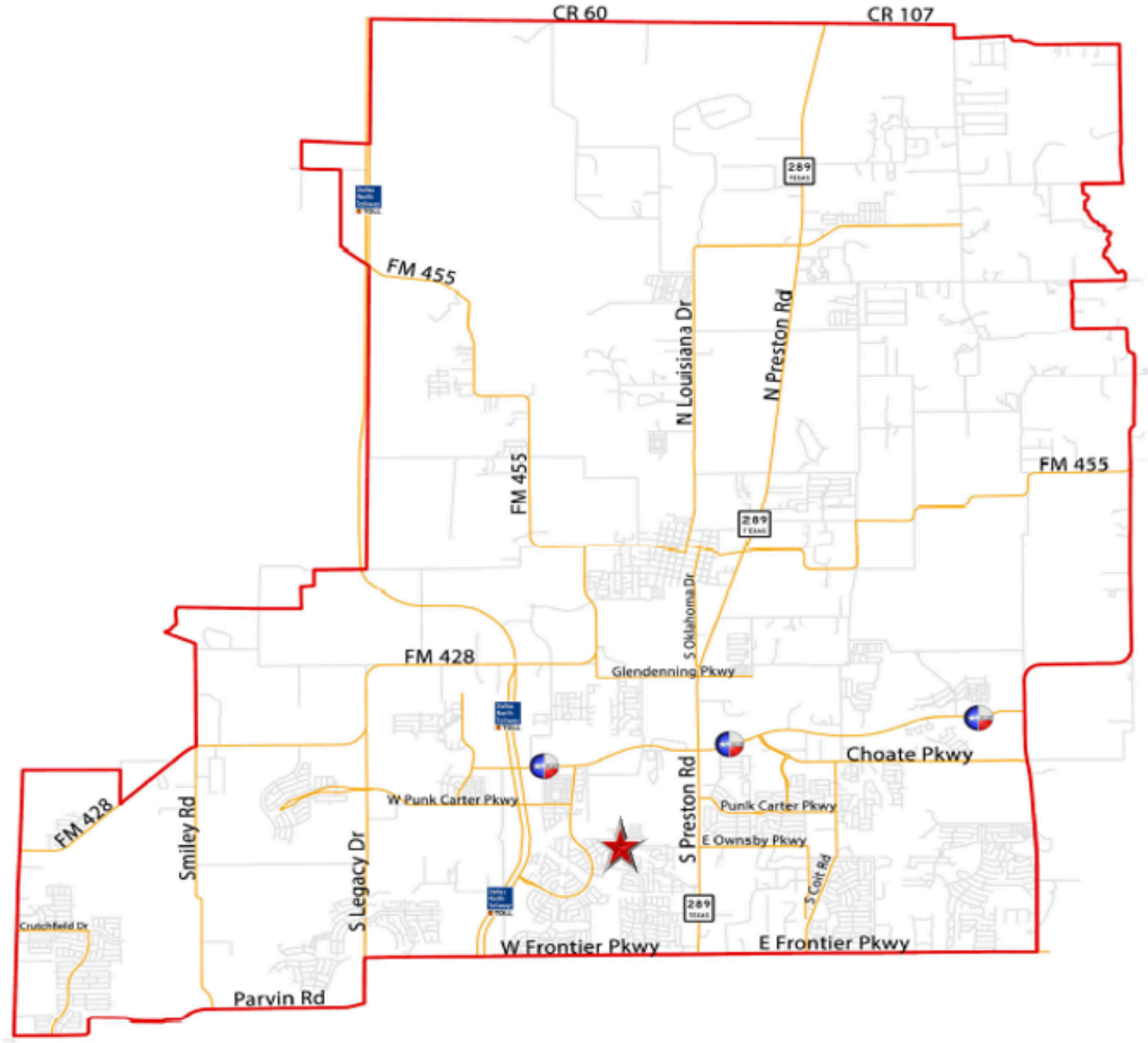
Bid Project 2026-031

Council Date: 4.14.2026

Andrew Figueroa

Director of Public Works

Location Map



AGENDA OVERVIEW

- Consider and act to award Bid #2026-031 to A & M Construction, for the repair of a twelve inch water transmission line in the amount $92,574.00 plus ten percent contingency in the amount of $9,257.40 for a total amount not to exceed $101,831.40.
- Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.
- Staff recommends approval.

Bid 2026-017

Bidder		Base Bid
A&M Construction and Utilities INC.	$	92,574.00
Dickerson Construction Company Inc.	$	105,121.00
Blackrock Construction (BRCT, LLC)	$	121,360.00
GRod Construction, LLC (GRod Construction LLC.)	$	148,750.00
Maya Underground Contractors LLC	$	173,318.00
Hayes Construction, LLC.	$	181,920.00
Anthony Bryan Construction	$	186,000.00
RUTS Construction	$	282,486.00
Western Municipal Construction of Texas, LLC.	$	320,210.00

A Lowest apparent bidder is A&M Construction and Utilities INC.

B Contract days: 40 Calendar Days

C Bid Price: $92,574.00

D 10% Contingency: $9,257.40

E Total Not to Exceed: **$101,831.40**



Thank You!

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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 A&M Construction and Utilities 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
12" Waterline Repair
BID2026-031

ARTICLE 2 – THE PROJECT

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

The repair a 12 " water supply line that is exposed in creek near the BNSF railroad.

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 30 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 40 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

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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: **$92,574.00**

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: Marisela Banda 8204780786A493...
Signature	**Signature**
	Marisela Banda
Printed Name & Title	Printed Name & Title
	4/27/2026
Date	Date
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **469-813-4194** **contracts@celina-tx.gov**	A&M Construction and Utilities, Inc. 4950 Grisham Dr. Rowlett, TX 75088 972-412-0255 mbanda@amconstructionutility.com

EJCDC® C-410, Bid Form for Construction Contract.
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2026-031
A&M Construction and Utilities INC
Supplier Response

Event Information

Number: 2026-031
Title: 12" Waterline Repair
Type: Invitation to Bid
Issue Date: 3/27/2026
Deadline: 4/13/2026 10:00 AM (CT)
Notes: The construction project includes:

The repair a 12 " water supply line that is exposed in creek near the BNSF railroad.
Budget Estimate: $117,785.00

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

Register HERE to attend the virtual bid opening

Contact Information

Docusign Envelope ID: 4E3A71D4-F063-80A8-807B-771EF6AFAC13

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

A&M Construction and Utilities INC Information

Contact: Rick Thorn
Address: 4950 Grisham Dr.
Rowlett, TX 75088
Phone: (972) 412-0255
Fax: (972) 463-0736
Email: rick@amconstructionutility.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.

Daniel Molina
Signature

dmolina@amconstructionutility.com
Email

Submitted at 4/10/2026 01:43:45 PM (CT)

Requested Attachments

Bid Bond — Celina - Bid Bond ready.pdf

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

00-401 Non Resident Bidder Form — Celina - Section 00401 Non Resident Bidder Form.pdf

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

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

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

00-410 Experience Record — Celina - Section 00-410.pdf

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

CIQ - Conflict of Interest — Celina - 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 — Celina - W9.pdf

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

Form 1295 — Celina - Form 1295 Certificate.pdf

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

Response Attachments

autority to sign.pdf

Autority to sign

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 = 30 calendar days

☑ Acknowledge

3 Completion - Ready for Final Payment

Completion = 40 calendar days

☑ Acknowledge

4 Procore

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

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

Example:

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

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

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

5 ACH

All payments will be made via ACH. Please complete the form and submit it to W9@celina-tx.gov **ONLY** if awarded the contract or if you are an existing vendor who would like ACH. Payment terms are Net 30 unless otherwise specified by the City in this solicitation.

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.

N/A

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

MARISELA BANDA / PRESIDENT

15 **Contact Person Phone**

(972) 412-0255

16 **Contact Person Email**

mbanda@amconstructionutility.com

17 **Main Office Location**

4950 Grisham Dr., Rowlett, Texas 75088

18 **Years in Business**

19

19 **Office Location**

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

4950 Grisham Dr., Rowlett, Texas 75088

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.

MARISELA BANDA

22 Binding Official Email Address

mbanda@amconstructionutility.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 **Noise Ordinance**

Article 8.04 sets time limits for noise during construction. Specifically,

8) Construction activities. Construction and construction related activities within the city **shall not begin earlier than 7:00 a.m. nor continue after 7:00 p.m. on any day.** The construction related activity includes but is not limited to the maintenance, servicing and fueling of construction equipment The delivery of construction related materials and/or equipment shall also be limited to the above noted hours. It is the responsibility of the developer/contractor to use good judgment when scheduling work in construction zones located in close proximity to residences, schools, churches, businesses, etc. This is to ensure that citizens are not subjected to undesirable or excessive construction noise. At locations where voluntary compliance is not being observed the city may issue written stop-work orders or may issues citations if it is determined that a violation of the ordinance exists. (Ordinance 2020-53 adopted 8/11/2020)

The Contractor acknowledges and will comply with Article 8.04 regarding construction noise regulations. All non-emergency construction activities, including equipment operation and material deliveries, will be conducted between 7:00 a.m. and 7:00 p.m. as required.

41

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.

The Contractor acknowledges and agrees to comply with all Federal, State, and Local environmental laws and regulations, including but not limited to air emissions, drainage, dust control, energy consumption, erosion and sedimentation control, spill prevention, waste management, management of chemicals, and noise control. All work will be conducted in accordance with these requirements and any applicable permits, ordinances, or specifications.

42 **Public or Private**

Is your business publicly traded?

No

43 **Exceptions / Comments**

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

NONE

44 **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.

45 **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 800703278

46 **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

47 **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.

48 Subcontracting

If you intend to use sub contractors please list the names of the companies and primary contacts and for what portion of the work they will be used. If there are none please enter "NONE".

N/A

49 Staff

List all full-time staff and position that will be assigned and readily available for work on this contract.

Company Workforce Summary Total Staff Employment by the Company: 20 No. Name Job Title Employment type 1 Marisela Banda Owner/President Full Time 2 Perla Tovar Vice-President Full Time 3 Alejandro Ruiz Superintendent Full time 4 Daniel Molina Project Manager Estimator Full Time 5 Yolanda Leija Estimator Full Time 6 Daniela Banda Office Administrator Full Time 7 Antonio Galan Former Full Time 8 David Aguilar Former Full Time 9 Jose L. Aguilar Labor Full Time 10 Alonso Espino labor Full Time 11 Carlos Hdz. Labor Full time 12 Rodrigo Luna Labor Full Time 13 Isidro Meza Labor Full Time 14 Fernando Jose Montez Labor Full Time 15 Cristian Muniz Labor Full Time 16 Melvin Ortis Labor Full Time 17 Moises Padilla Driver Full Time 18 Agustine Ruiz Labor Full Time 19 Eduardo Sanchez Labor Full Time 20 Ramon Banda Labor Full Time

50 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.

51 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

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 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

Base Bid

Quantity: 1 Total: $92,574.00

Package Items

1.1 Mobilization

Quantity: 1 UOM: LS Price: $4,400.00 Total: $4,400.00

1.2 12 inch AWWA C900 DR-18 PVC Water Line by Open Cut

Quantity: 43 UOM: LF Price: $320.00 Total: $13,760.00

1.3 12 inch AWWA C900 DR-18 PVC Restrained Water Line with Casing Spacers

Quantity: 97 UOM: LF Price: $150.00 Total: $14,550.00

1.4 24 inch Steel Casing by Bore

Quantity: 97 UOM: LF Price: $400.00 Total: $38,800.00

1.5 Connect to Existing 12 inch Water Line

Quantity: 2 UOM: EA Price: $5,700.00 Total: $11,400.00

1.6 Remove and Dispose of Existing 12 inch Water Line and Damaged Concrete Embedment

Quantity: 1 UOM: LS Price: $4,600.00 Total: $4,600.00

1.7 Grout and Abandon-in-Place Existing 12 inch Water Line

Quantity: 3 UOM: CY Price: $1,000.00 Total: $3,000.00

1.8 Trench Safety

Quantity: 43 UOM: LF Price: $23.00 Total: $989.00

1.9 Seeding, Fertilizer, and Erosion Control

Quantity: 43 UOM: LF Price: $25.00 Total: $1,075.00

Response Total: $92,574.00

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2026-031
SOLICITATION NAME: 12" Waterline Repair
PROJECT #: N/A

Bid Opening Date	April 13th, 2026	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	1270
Number of Submissions:	9
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	9
Number of No Bids	5
Did any vendor apply for Local Preference? (Y/N)	No

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

Nine responses were received. They were sent to the department and engineer of record for further review and recommendation.

Budgeted Amount: $117,785.00

Contracted Price: $92,574.00

Cost Savings: $25,211.00

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

Recommended Vendor(s):	A&M Construction
Contract Term:	40 calendar days

Ryan Quigley, Purchasing Agent	4/26/26
Submitted By	Date

				A&M Construction and Utilities INC		Dickerson Construction Company Inc.		BLACKROCK CONSTRUCTION (BRCT, LLC)		GRod Construction, LLC (GRod Construction LLC.)		Maya Underground Contractors LLC		Hayes Construction, LLC.		Anthony Bryan Construction		RUTS Construction		Western Municipal Construction of Texas, LLC.	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1.1	Mobilization	1	LS	$ 4,400.00	$ 4,400.00	$ 5,000.00	$ 5,000.00	$ 13,980.00	$ 13,980.00	$ 15,000.00	$ 15,000.00	$ 12,250.00	$ 12,250.00	$ 5,500.00	$ 5,500.00	$ 5,468.49	$ 5,468.49	$ 13,700.00	$ 13,700.00	$ 25,000.00	$ 25,000.00
1.2	12 inch AWWA C900 DR-18 PVC Water Line b	43	LF	$ 320.00	$ 13,760.00	$ 467.00	$ 20,081.00	$ 800.00	$ 34,400.00	$ 400.00	$ 17,200.00	$ 500.00	$ 21,500.00	$ 300.00	$ 12,900.00	$ 380.42	$ 16,358.23	$ 321.00	$ 13,803.00	$ 1,300.00	$ 55,900.00
1.3	12 inch AWWA C900 DR-18 PVC Restrained V	97	LF	$ 150.00	$ 14,550.00	$ 300.00	$ 29,100.00	$ 126.00	$ 12,222.00	$ 140.00	$ 13,580.00	$ 185.00	$ 17,945.00	$ 350.00	$ 33,950.00	$ 332.72	$ 32,274.13	$ 310.00	$ 30,070.00	$ 350.00	$ 33,950.00
1.4	24 inch Steel Casing by Bore	97	LF	$ 400.00	$ 38,800.00	$ 400.00	$ 38,800.00	$ 500.00	$ 48,500.00	$ 875.00	$ 84,875.00	$ 780.00	$ 75,660.00	$ 1,050.00	$ 101,850.00	$ 977.99	$ 94,864.84	$ 1,793.00	$ 173,921.00	$ 1,750.00	$ 169,750.00
1.5	Connect to Existing 12 inch Water Line	2	EA	$ 5,700.00	$ 11,400.00	$ 4,000.00	$ 8,000.00	$ 2,330.00	$ 4,660.00	$ 4,500.00	$ 9,000.00	$ 5,366.00	$ 10,732.00	$ 7,500.00	$ 15,000.00	$ 9,038.49	$ 18,076.97	$ 7,495.00	$ 14,990.00	$ 3,500.00	$ 7,000.00
1.6	Remove and Dispose of Existing 12 inch Wate	1	LS	$ 4,600.00	$ 4,600.00	$ 1,000.00	$ 1,000.00	$ 2,600.00	$ 2,600.00	$ 2,500.00	$ 2,500.00	$ 6,995.00	$ 6,995.00	$ 6,500.00	$ 6,500.00	$ 7,353.29	$ 7,353.29	$ 24,290.00	$ 24,290.00	$ 8,000.00	$ 8,000.00
1.7	Grout and Abandon-in-Place Existing 12 inch	3	CY	$ 1,000.00	$ 3,000.00	$ 545.00	$ 1,635.00	$ 935.00	$ 2,805.00	$ 980.00	$ 2,940.00	$ 2,661.00	$ 7,983.00	$ 1,500.00	$ 4,500.00	$ 1,538.96	$ 4,616.89	$ 507.00	$ 1,521.00	$ 3,000.00	$ 9,000.00
1.8	Trench Safety	43	LF	$ 23.00	$ 989.00	$ 10.00	$ 430.00	$ 1.00	$ 43.00	$ 25.00	$ 1,075.00	$ 58.00	$ 2,494.00	$ 20.00	$ 860.00	$ 37.50	$ 1,612.50	$ 39.00	$ 1,677.00	$ 20.00	$ 860.00
1.9	Seeding, Fertilizer, and Erosion Control	43	LF	$ 25.00	$ 1,075.00	$ 25.00	$ 1,075.00	$ 50.00	$ 2,150.00	$ 60.00	$ 2,580.00	$ 413.00	$ 17,759.00	$ 20.00	$ 860.00	$ 124.99	$ 5,374.66	$ 198.00	$ 8,514.00	$ 250.00	$ 10,750.00
	Base Bid Total				$ 92,574.00		$ 105,121.00		$ 121,360.00		$ 148,750.00		$ 173,318.00		$ 181,920.00		$ 186,000.00		$ 282,486.00		$ 320,210.00

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:
2026-1445447

Date Filed:
04/09/2026

Date Acknowledged:
05/04/2026

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

A&M Construction and Utilities, INC
Rowlett, 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.

2026-031
12 Waterline repair

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
A&M Construction and Utilities, Inc.	Rowlett, 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)

The Celina Purchasing Department has Received and Acknowledged this Form 1295 as required by Texas Government Code, Section 2252.908. Forms are acknowledged through the Ethics Commission website, and the final acknowledged form does not include a signature. The original document is on file in the bid folder and includes the required signature.

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

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: May 12, 2026

Agenda Item:
Consider and act upon a Resolution authorizing the City Manager to terminate the Interlocal Cooperation Agreement between the Town of Little Elm and the City of Celina for the Coordination of the Ironman Competition Route. (Kearney)

Background Information:
This item authorizes the City Manager to terminate the existing Interlocal Cooperation Agreement between the Town of Little Elm and the City of Celina for the Coordination of the Ironman Competition Route. City Council approved the Interlocal Agreement with the Town of Little Elm on September 9, 2025 to coordinate the bike route through Celina for an Ironman competition. There were seven regional cities that cooperated to host the swim, run, and biking components of the Ironman competition. This was the first year for this event in this location. The event created significant traffic challenges for the residents of Celina and for public safety in the community.

The Interlocal Agreement automatically renews each year, unless either party provides written notice of termination nine (9) months in advance of the official termination date. This item authorizes the City Manager to send a termination notice. With a notice date of May 12, 2026, the termination will become effective February 12, 2027. Accordingly, Celina will not participate in the 2027 Ironman event.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Resolution

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.



CITY COUNCIL MEETING

Little Elm ILA Termination

May 12, 2026

Interlocal Agreement (ILA)

- Approved by City Council on September 9, 2025
- Regional cooperative initiative to host swim, run, and bike components of an Ironman competition - 7 cities participated
- 1st year of this event in this location
- Celina hosted a portion of the bike race within City limits
- Provided public safety assistance for traffic control
- Agreement automatically renews each year unless either party provides 9-month notice of termination

Challenges

- Traffic congestion
- Resident complaints
- Public safety
  - Fire and EMS response
  - Hospital access

Termination

- Authorize City Manager to send notice of termination
- Dated May 12, 2026
- Effective February 12, 2027
- City will not participate in potential event in 2027



Questions?

RESOLUTION NO. 2026- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AUTHORIZING THE CITY MANAGER TO TERMINATE THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF LITTLE ELM AND THE CITY OF CELINA FOR THE COORDINATION OF THE IRONMAN COMPETITION ROUTE.

WHEREAS, the City of Celina ("City") is a Home Rule Municipality created in accordance with the provisions of the Texas Local Government Code and the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, City Council approved an Interlocal Cooperation Agreement between the Town of Little Elm, Texas and the City of Celina, Texas for the Coordination of the Ironman Competition Route ("Agreement") on September 9, 2025; and

WHEREAS, Section 3 of the Agreement provides that the Agreement shall continue on a year-to-year basis until either party gives the other nine (9) months written notice of its intent to terminate; and

WHEREAS, City Council has determined that it is in the best interest of the City to terminate the Agreement in accordance with its terms; and

WHEREAS, the City Council desires to authorize the City Manager to issue the official written notice of termination to the Town of Little Elm consistent with the nine (9) month termination requirement.

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

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council hereby authorizes the City Manager to issue written notice to the Town of Little Elm terminating the Interlocal Cooperation Agreement for the Coordination of the Ironman Competition Route, pursuant to Section 3 of the Agreement.

SECTION 3. If any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective from and after its date of passage in accordance with law.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 12th day of May 2026.

CITY OF CELINA

_____

Ryan Tubbs, Mayor

ATTEST:

_____

Ashley Owens, City Secretary

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: May 12, 2026

Agenda Item:
Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary right-of-way and easements for North Preston Lakes Drive drainage improvements. (Oduro)

Background Information:
In May 2025, City Council approved a work authorization releasing Westwood to move forward with design for drainage improvements related to culverts under the streets in North Preston Lakes subdivision. Westwood has identified the need to acquire right of way (ROW) and easements from some of the properties within the subdivision.
This Resolution will authorize the City Manager to execute documents related to the acquisition.

Legal Review:
Legal has previously reviewed the Resolution.

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

Financial Consideration:
NA

Staff Recommendation:
Staff recommends approval.



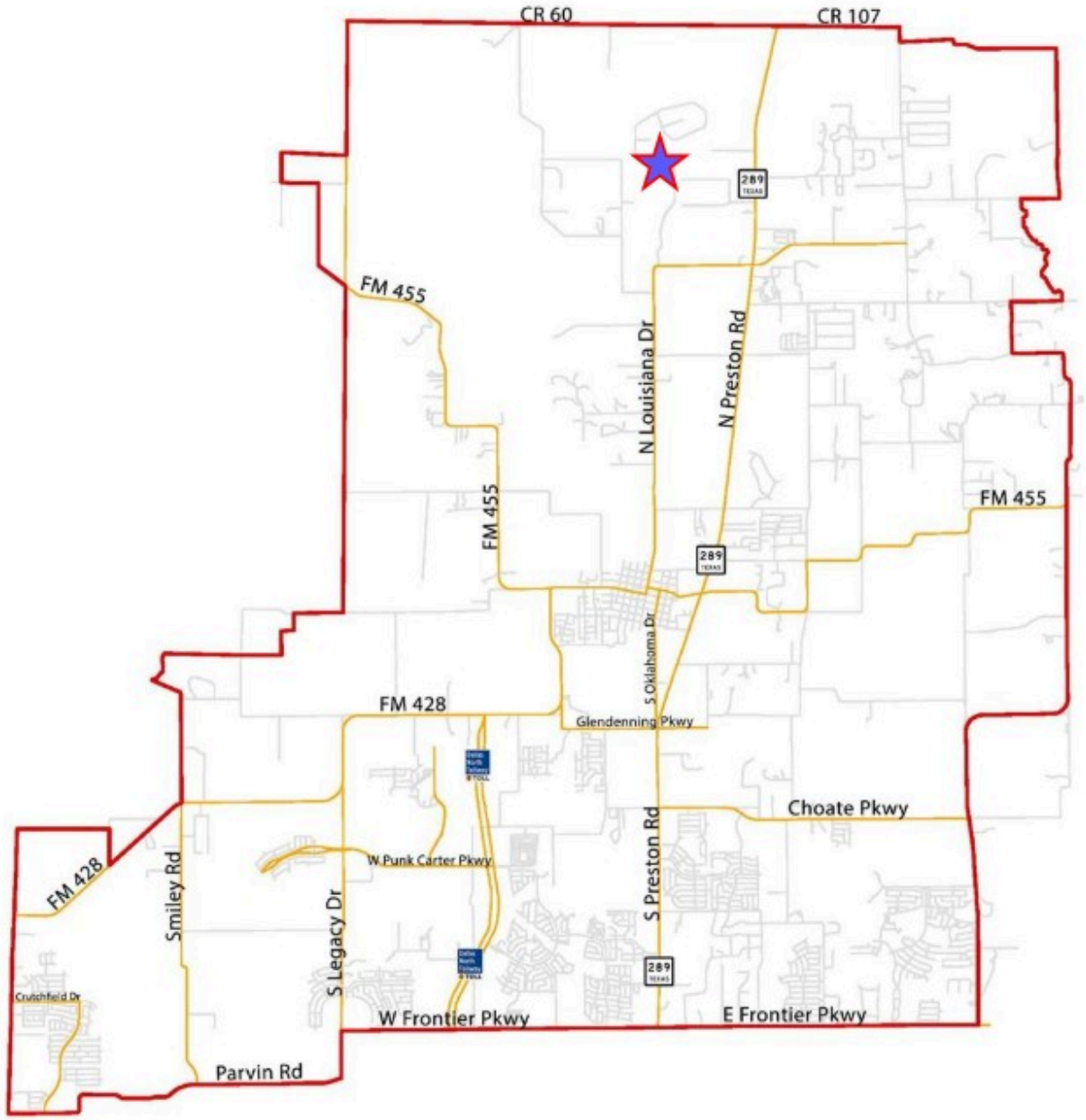
North Preston Lakes Improvements

ROW & Easement Acquisition

May 12, 2026

Catherine Oduro, P.E., PMP, CFM
Interim Director of Engineering

Location Map



Location Map



Background

A | Council Approved a design WA in May 2025 for drainage improvements

B | Westwood has began design and has identified areas in need of easements to complete the construction and continue to allow for improved drainage

Exhibit A

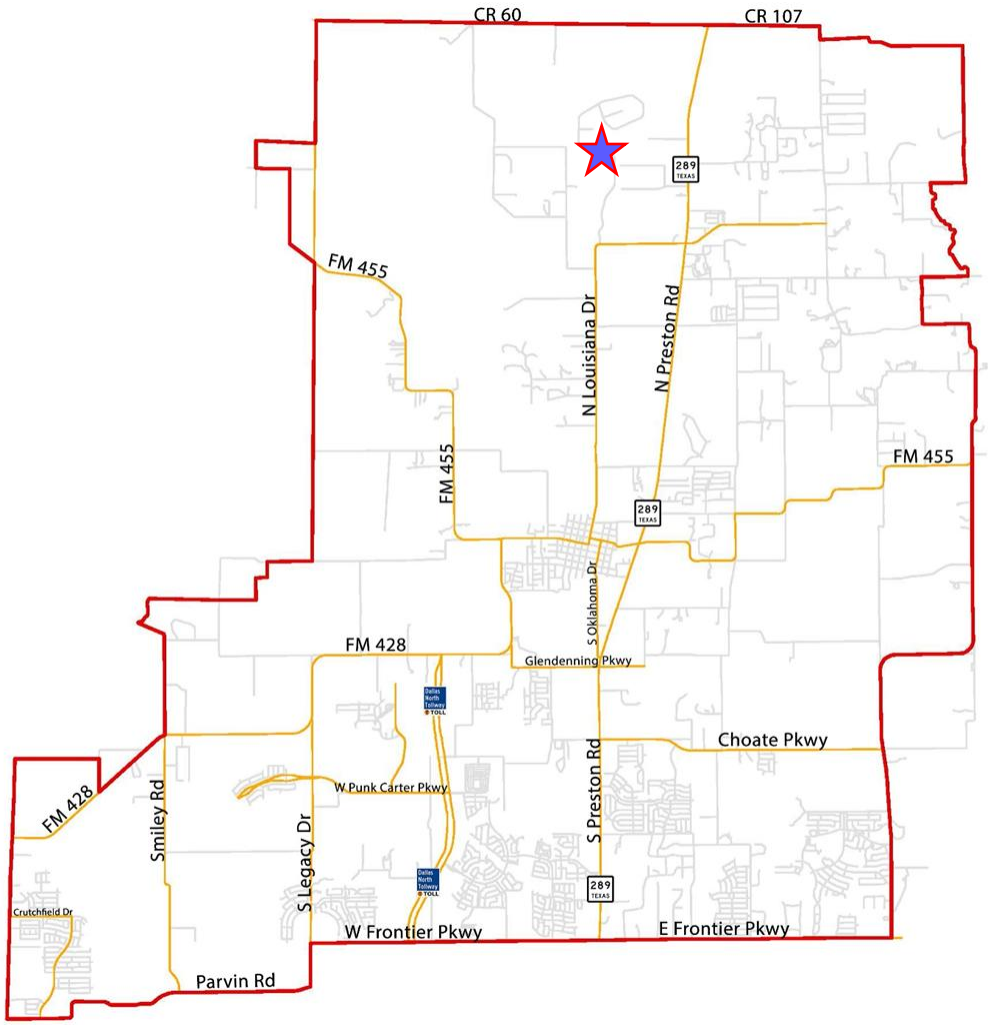
Exhibit A

Property ID	Owner	Legal Description	City	State	Zip Code
2047930	KU DAVID H & JUDY CHANG	ABS/Subdivision S3538 NORTH PRESTON LAKES ESTATES (CCL), BLK B, LOT 4	Celina	Tx	75009
2047931	SCHEIBNER CHRIS & JENIFER	ABS/Subdivision S3538 NORTH PRESTON LAKES ESTATES (CCL), BLK B, LOT 5	Celina	Tx	75009
2663830	LMR HOLDINGS LTD	ABS/Subdivision A0140 ABS A0140 GABRIEL CHENOWETH SURVEY, SHEET 1, TRACT 7, 339.75 ACRES	Celina	Tx	75009
2563748	TURNER ROBERT & ALISON FAMILY TRUST	ABS/Subdivision S3743 NORTH PRESTON LAKES ESTATES PHASE II (CCL), BLK F, LOT 7GR; * REPLAT *	Celina	Tx	75009
2047916	POCHE BRYAN	ABS/Subdivision S3538 NORTH PRESTON LAKES ESTATES (CCL), BLK A, LOT 2	Celina	Tx	75009
2047918	VISION AND STRUCTURE LLC - SERIES 2	ABS/Subdivision S3538 NORTH PRESTON LAKES ESTATES (CCL), BLK A, LOT 4	Celina	Tx	75009
2047934	WALL JASON &	ABS/Subdivision S3538 NORTH PRESTON LAKES ESTATES (CCL), BLK B, LOT 8	Celina	Tx	75009
2563748	TURNER ROBERT & ALISON FAMILY TRUST	ABS/Subdivision S3743 NORTH PRESTON LAKES ESTATES PHASE II (CCL), BLK F, LOT 7GR; * REPLAT *	Celina	Tx	75009



Thank You!

LOCATION MAP



RESOLUTION NO. 2026-___R

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION BY THE CITY OF CELINA, TEXAS OF CONVEYANCE DOCUMENTS AND DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF ANY ROW, PERMANENT EASEMENTS, AND TEMPORARY EASEMENTS FOR THE INSTALLATION OF DRAINAGE AND PAVING IMPROVEMENTS ALONG OR NEAR PRESTON LAKES DRIVE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas ("City") has determined that it is in the best interest of the citizens of the City to acquire a property interest from the owners of the properties described in Exhibit "A" for installation of drainage and paving improvements along or near Preston Lakes Drive.

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

SECTION 1: That the findings and premises contained in the preamble above are hereby deemed to be true and correct.

SECTION 2: That the City Manager is authorized to execute purchase contracts, deeds, and easements and to discharge purchase and closing funds necessary to acquire property interests in the location identified in Exhibit "A".

SECTION 3: This Resolution shall become effective upon the date of passage.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 12th day of May 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT

Property ID	Owner	Legal Description	City	State	Zip Code
2047930	KU DAVID H & JUDY CHANG	ABS/Subdivision S3538 NORTH PRESTON LAKES ESTATES (CCL), BLK B, LOT 4	Celina	Tx	75009
2047931	SCHEIBNER CHRIS & JENIFER	ABS/Subdivision S3538 NORTH PRESTON LAKES ESTATES (CCL), BLK B, LOT 5	Celina	Tx	75009
2663830	LMR HOLDINGS LTD	ABS/Subdivision A0140 ABS A0140 GABRIEL CHENOWETH SURVEY, SHEET 1, TRACT 7, 339.75 ACRES	Celina	Tx	75009
2563748	TURNER ROBERT & ALISON FAMILY TRUST	ABS/Subdivision S3743 NORTH PRESTON LAKES ESTATES PHASE II (CCL), BLK F, LOT 7GR; * REPLAT *	Celina	Tx	75009
2047916	POCHE BRYAN	ABS/Subdivision S3538 NORTH PRESTON LAKES ESTATES (CCL), BLK A, LOT 2	Celina	Tx	75009
2047918	VISION AND STRUCTURE LLC - SERIES 2	ABS/Subdivision S3538 NORTH PRESTON LAKES ESTATES (CCL), BLK A, LOT 4	Celina	Tx	75009
2047934	WALL JASON &	ABS/Subdivision S3538 NORTH PRESTON LAKES ESTATES (CCL), BLK B, LOT 8	Celina	Tx	75009
2563748	TURNER ROBERT & ALISON FAMILY TRUST	ABS/Subdivision S3743 NORTH PRESTON LAKES ESTATES PHASE II (CCL), BLK F, LOT 7GR; * REPLAT *	Celina	Tx	75009

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: May 12, 2026

Agenda Item:
Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary right-of-way and easements for East Elm Street from S. Preston Road to S. Texas Drive. (Oduro)

Background Information:
In April 2025, the Celina City Council authorized a contract with Garver, LLC to develop a schematic design for right-of-way (ROW) acquisition for East Elm Street from S. Preston Road to S. Texas Drive. This schematic design is complete. Staff has reviewed and acquired properties determined as necessary for the Right of Way (ROW); however, one tract is outside the bounds of the properties previously acquired. This Resolution authorizes staff to secure the final piece of ROW for the construction of East Elm Street from S. Preston Road to S. Texas Drive.

Legal Review:
The Resolution template has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Elm Street Draft Schematic
3. Resolution

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

Staff Recommendation:

Staff recommends approval.



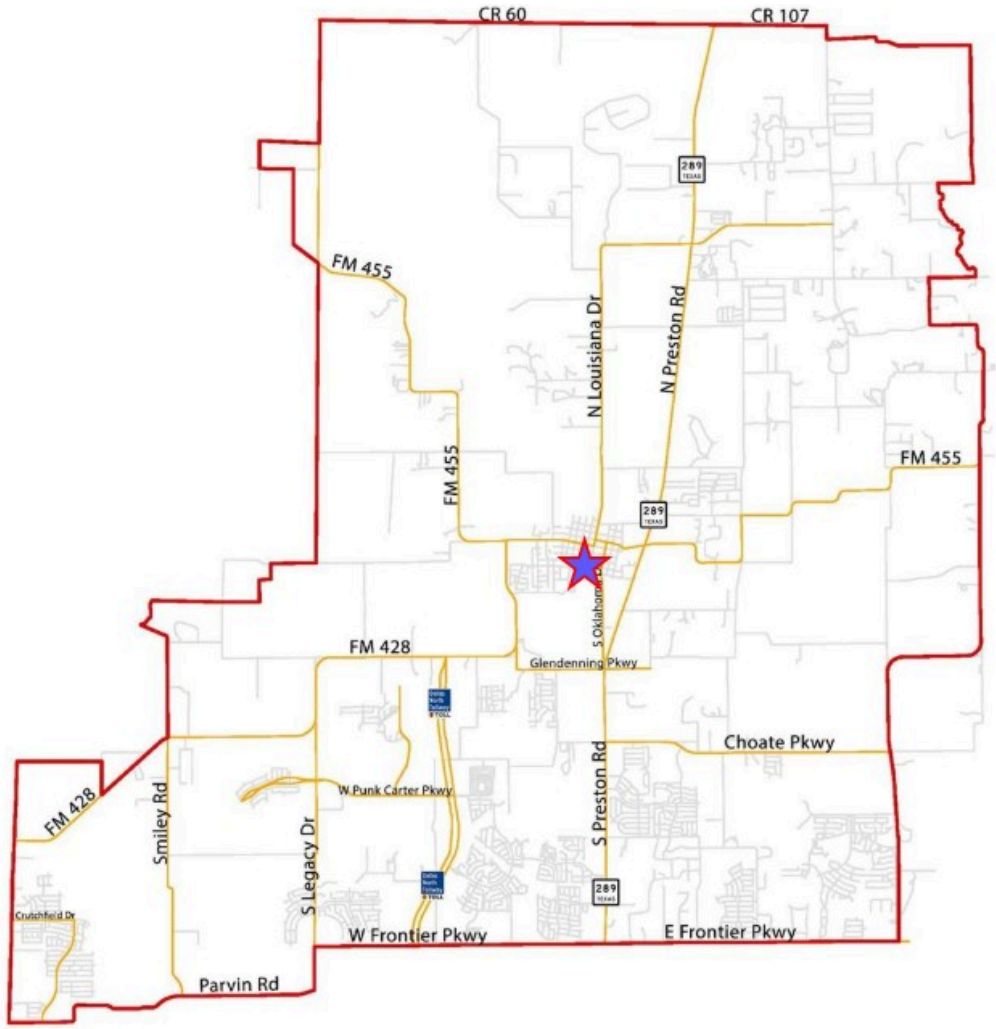
Elm Street Improvements

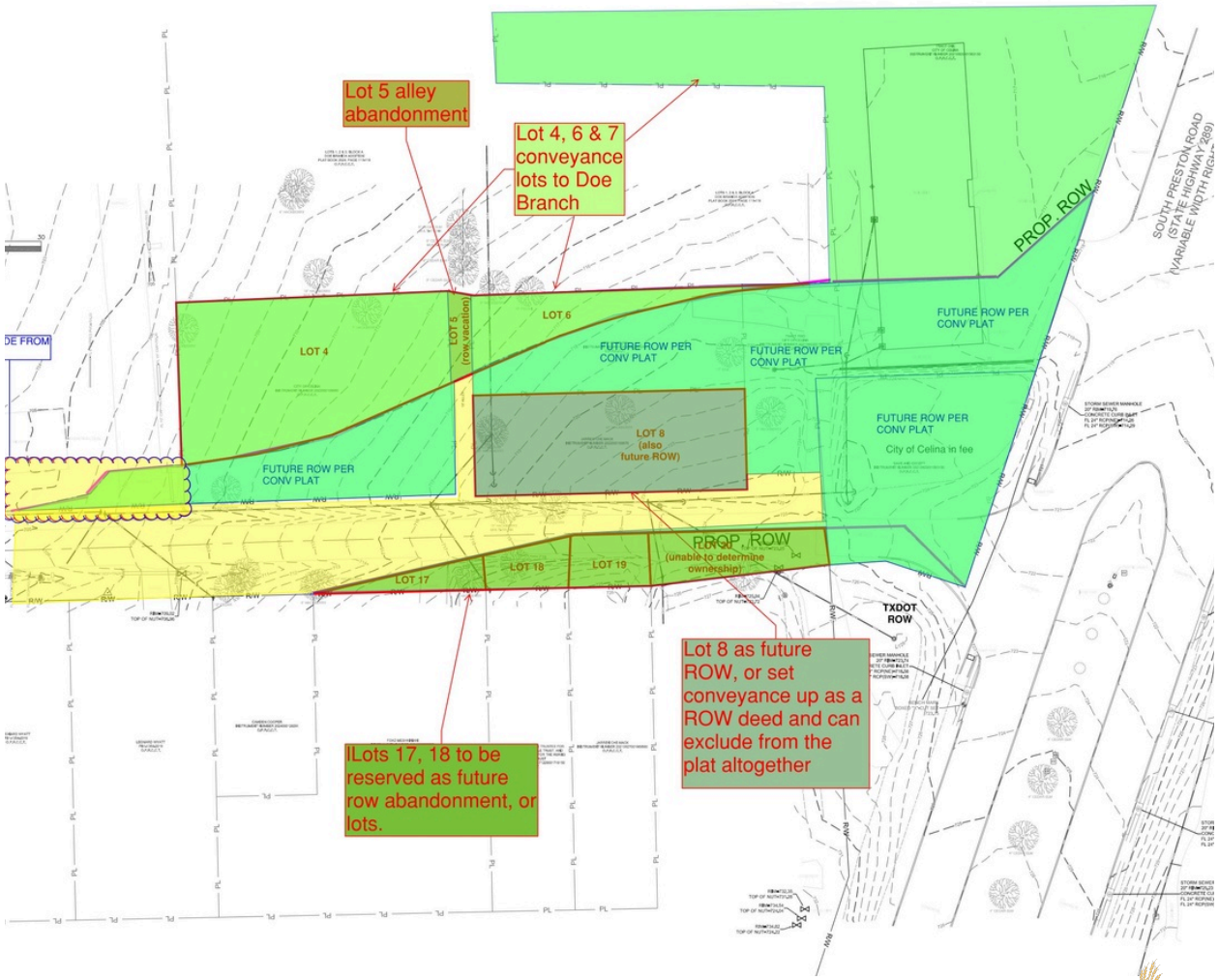
ROW & Easement Acquisition

May 12, 2026

Catherine Oduro, P.E., PMP, CFM
Interim Director of Engineering

Location Map





Background

A | April 2025 - Elm Street and Doe Branch Office Park Land Swap Agreement

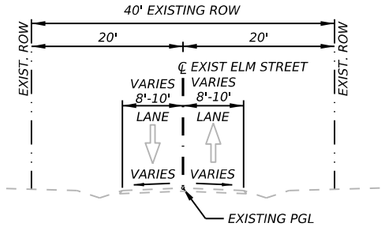
B | The City has acquired most of the lots adjacent or along the northside of Elm Street as a part of the Ousley Park project

C | One tract is outsdie the boundary of Ousley Park

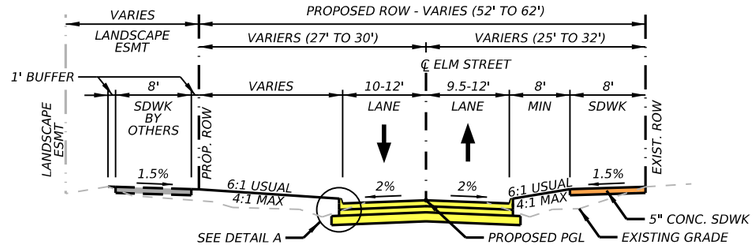
D | Garver has provide a schematic for Elm Street and identified the property needing to be acquired



Thank You!

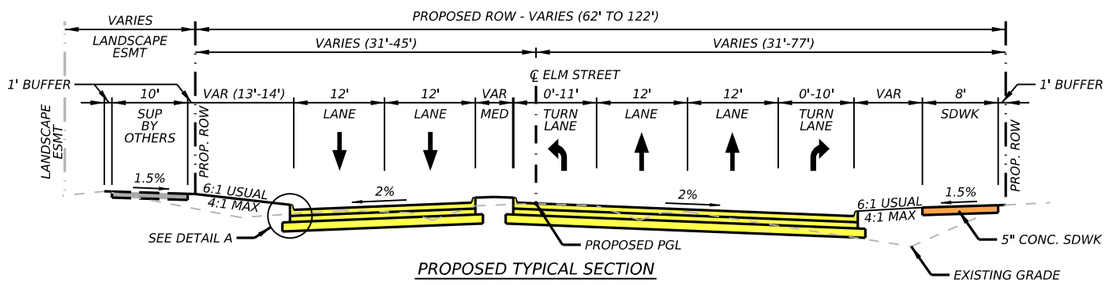


EXISTING TYPICAL SECTION



PROPOSED TYPICAL SECTION

FROM STA 10+00 TO STA 10+50



PROPOSED TYPICAL SECTION

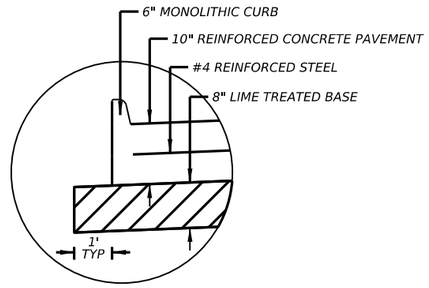
FROM STA 10+50 TO STA 15+44.99

SCHEMATIC NOTES:

1. EXISTING ROW AND LAND OWNERSHIP FOR ELM STREET WAS VERIFIED BY FIELD RESEARCH, DEED RESEARCH AND COLLIN COUNTY APPRAISIAL DISTRICT RECORD. NOT ALL PROPERTIES HAD RECOVERABLE DEEDS AND DOCUMENTS. VERIFICATION OF DEEDS SHALL BE PERFORMED DURING AQUISITION PROCESS.
2. AERIAL IMAGERY WAS PROVIDED BY ONLINE SOURCES AND WAS NOT FLOWN.
3. NO TRAFFIC DATA OR ANALYSIS WAS PERFORMED.
4. DESIGN FOLLOWS THE CITY OF CELINA ROADWAY DESIGN STANDARDS AND TXDOT DESIGN STANDARDS.
5. CONVENTIAL ROADWAY SIGNAGE IS NOT SHOWN AND WILL BE DEVELOPED DURING FINAL DESIGN.
6. NO DRAINAGE DESIGN OR ANALYSIS WAS PERFORMED.
7. DESIGN IS SUBJECT TO CHANGE.

TYPICAL SECTION NOTES:

1. TYPICAL SECTIONS ARE DRAWN IN NOT TO SCALE.
2. EXISTING TYPICAL SECTION IS DRAWN IN BASED ON PROVIDED SURVEY, NOT FROM CONSTRUCTION RECORD DRAWING WHICH HAS NOT BEEN PROVIDED FROM CITY OF CELINA.
3. SEE SCHEMATIC DRAFT CONCEPT SHEET FOR ADDITIONAL INFORMATION.



DETAIL A

PRELIMINARY
FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND REGULATORY APPROVAL. THEY ARE NOT INTENDED FOR PERMITTING,BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

RANDY L GROS, PE	134559	2/7/2026
NAME	P.E. NO.	DATE

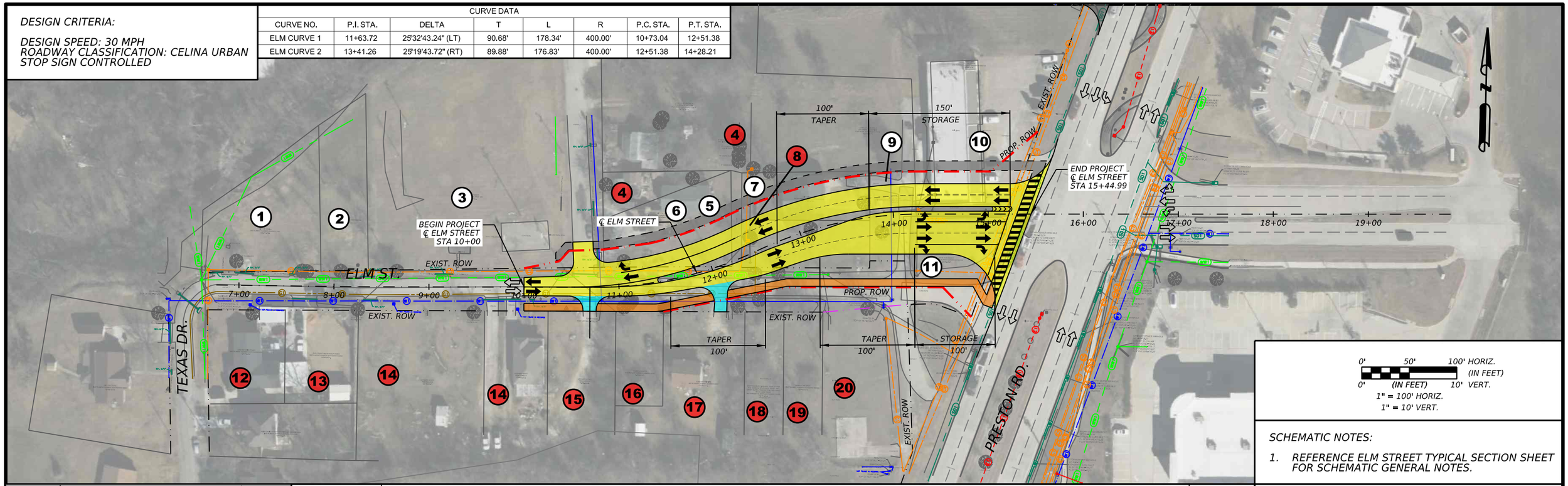
ELM STREET SCHEMATIC TYPICAL SECTIONS CELINA, TX

DESIGN CRITERIA:

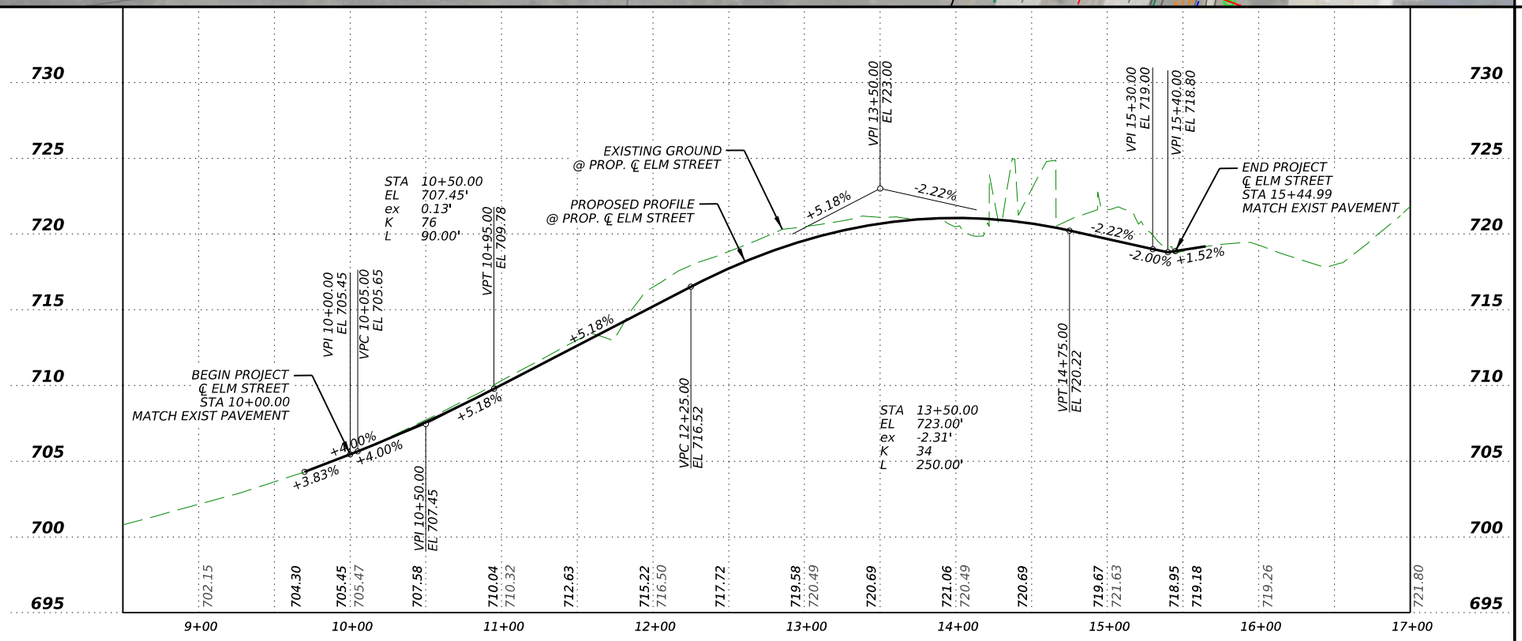
DESIGN SPEED: 30 MPH
ROADWAY CLASSIFICATION: CELINA URBAN
STOP SIGN CONTROLLED

CURVE DATA

CURVE NO.	P.I. STA.	DELTA	T	L	R	P.C. STA.	P.T. STA.
ELM CURVE 1	11+63.72	25°32'43.24" (LT)	90.68'	178.34'	400.00'	10+73.04	12+51.38
ELM CURVE 2	13+41.26	25°19'43.72" (RT)	89.88'	176.83'	400.00'	12+51.38	14+28.21



PARCEL NO.	OWNER	AREA (ACRES)
1	CITY OF CELINA	0.308
2	CITY OF CELINA	0.19
3	CITY OF CELINA	2
4	DOE BRANCH OFFICE PARK LLC	
5	CITY OF CELINA	0.081
6	CITY OF CELINA	0.164
7	CITY OF CELINA	0.165
8	MACK THOMAS JEROME &	0.165
9	CITY OF CELINA	0.091
10	CITY OF CELINA	1.16
11	CITY OF CELINA	0.201
12	JUAN ANTONIO PRADO	0.184
13	JUAN ANTONIO PRADO	0.172
14	LEONARD WYATT	0.729
15	LEONARD WYATT	0.26
16	COOPER CAMDEN	0.114
17	MESHKINIAN FOAD	0.384
18	DINGMAN REVOCABLE TRUST &	0.161
19	MACK JARREN CHE & PHYLLIS JACKSON &	0.16
20	JACKSON PHYLLIS &	0.231



SCHEMATIC NOTES:

1. *REFERENCE ELM STREET TYPICAL SECTION SHEET FOR SCHEMATIC GENERAL NOTES.*

LEGEND

- *EXISTING RIGHT OF WAY LINE*
- *PROPOSED RIGHT OF WAY LINE*
- *CENTERLINE*
- *PARCEL LINE*
- *APARENT PROPERTY LINE (UNVERIFIED)*
- *PROPOSED CONCRETE PAVEMENT*
- *PROPOSED DRIVEWAY*
- *PROPOSED SIDEWALK/SHARED USE PATH*
- *SIDEWALK/SHARED USE PATH BY OTHERS*
- *PROPOSED LANES*
- *CITY OWNED PARCEL IDENTIFYING NUMBER*
- *PRIVATELY OWNED PARCEL IDENTIFYING NUMBER*

	QL"C"/"D"
COMMUNICATIONS	
AT&T (FO/DUCT)	C1
AT&T (TELE)	C2
GCEC (FO/DUCT)	C3
ZAYO (FO/DUCT)	C4
OPTIMUM (FO/DUCT)	C5
GAS / PETROLEUM	
ATMOS	G1
ELECTRIC / POWER	
GCEC	E1
PRIVATE	E2
POTABLE WATER	
CITY OF CELINA	W1
SANITARY SEWER	
CITY OF CELINA	WW1
STORM DRAIN	
CITY OF CELINA	SD1

CELINA TEXAS est.1876

PRELIMINARY
FOR INTERIM REVIEW ONLY

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RANDY L GROS, PE	134559	2/7/2026
NAME	P.E. NO.	DATE

ELM STREET SCHEMATIC
DRAFT CONCEPT
CELINA, TX

GARVER

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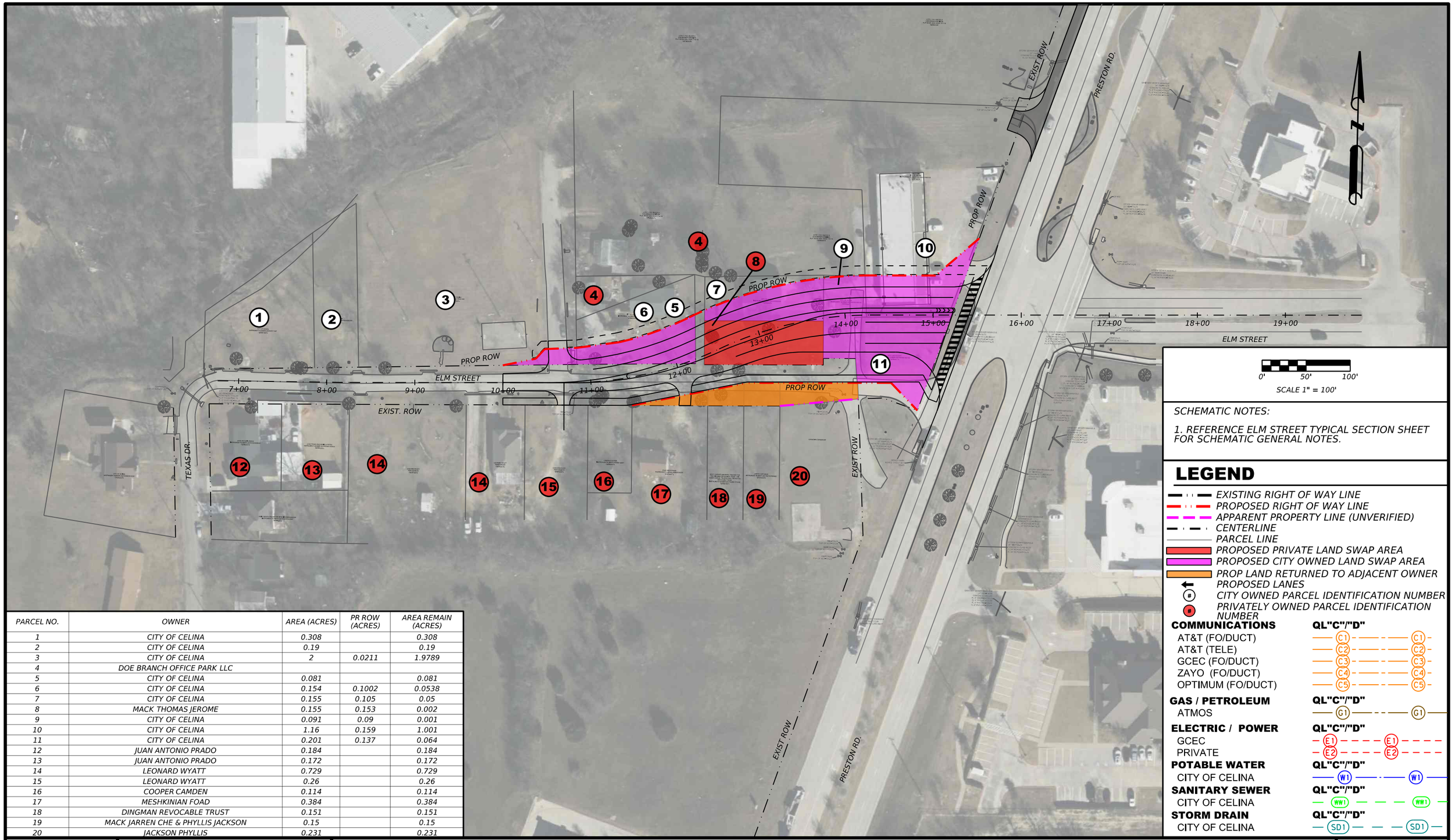

PARCEL NO.	OWNER	AREA (ACRES)	PR ROW (ACRES)	AREA REMAIN (ACRES)
1	CITY OF CELINA	0.308		0.308
2	CITY OF CELINA	0.19		0.19
3	CITY OF CELINA	2	0.0211	1.9789
4	DOE BRANCH OFFICE PARK LLC			
5	CITY OF CELINA	0.081		0.081
6	CITY OF CELINA	0.154	0.1002	0.0538
7	CITY OF CELINA	0.155	0.105	0.05
8	MACK THOMAS JEROME	0.155	0.153	0.002
9	CITY OF CELINA	0.091	0.09	0.001
10	CITY OF CELINA	1.16	0.159	1.001
11	CITY OF CELINA	0.201	0.137	0.064
12	JUAN ANTONIO PRADO	0.184		0.184
13	JUAN ANTONIO PRADO	0.172		0.172
14	LEONARD WYATT	0.729		0.729
15	LEONARD WYATT	0.26		0.26
16	COOPER CAMDEN	0.114		0.114
17	MESHKINIAN FOAD	0.384		0.384
18	DINGMAN REVOCABLE TRUST	0.151		0.151
19	MACK JARREN CHE & PHYLLIS JACKSON	0.15		0.15
20	JACKSON PHYLLIS	0.231		0.231

0' 50' 100'

SCALE 1" = 100'

SCHEMATIC NOTES:

1. REFERENCE ELM STREET TYPICAL SECTION SHEET FOR SCHEMATIC GENERAL NOTES.

LEGEND

- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- APPARENT PROPERTY LINE (UNVERIFIED)
- CENTERLINE
- PARCEL LINE
- PROPOSED PRIVATE LAND SWAP AREA
- PROPOSED CITY OWNED LAND SWAP AREA
- PROP LAND RETURNED TO ADJACENT OWNER
- PROPOSED LANES
- (#) CITY OWNED PARCEL IDENTIFICATION NUMBER
- (#) PRIVATELY OWNED PARCEL IDENTIFICATION NUMBER

	QL"C"/"D"
COMMUNICATIONS	
AT&T (FO/DUCT)	C1
AT&T (TELE)	C2
GCEC (FO/DUCT)	C3
ZAYO (FO/DUCT)	C4
OPTIMUM (FO/DUCT)	C5
GAS / PETROLEUM	QL"C"/"D"
ATMOS	G1
ELECTRIC / POWER	QL"C"/"D"
GCEC	E1
PRIVATE	E2
POTABLE WATER	QL"C"/"D"
CITY OF CELINA	W1
SANITARY SEWER	QL"C"/"D"
CITY OF CELINA	WW1
STORM DRAIN	QL"C"/"D"
CITY OF CELINA	SD1

CELINA TEXAS est.1876

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RANDY L GROS, PE	134559	2/7/2026
NAME	P.E. NO.	DATE

ELM STREET DRAFT SCHEMATIC PROPERTY EXHIBIT CELINA, TX

GARVER

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PROP ROW
EXIST. ROW
ELM STREET
PROP ROW
EXIST. ROW
PRESTON RD.
EXIST. ROW
10+00
11+00
12+00
13+00
14+00
15+00
16+00
RIM=709.02
TOP OF NUT=706.96
RIM=725.88
TOP OF NUT=723.25
RIM=732.35
TOP OF NUT=731.28
RIM=734.54
TOP OF NUT=724.04
LOTS 1, 2 & 3, BLOCK A
DOE BRANCH ADDITION
PLAT BOOK 2024, PAGE 117-118
O.P.R.C.C.T.
CITY OF CELINA
INSTRUMENT NUMBER 20230000052240
O.P.R.C.C.T.
CITY OF CELINA
INSTRUMENT NUMBER 20210803001563150
O.P.R.C.C.T.
SAVE AND EXCEPT
INSTRUMENT NUMBER 20210803001563150
O.P.R.C.C.T.
STORM SEWER MANHOLE
20" RIM=719.76
CONCRETE CURB INLET
FL 24" RCP(NE)=714.26
FL 24" RCP(SW)=714.29
STORM SEWER MANHOLE
20" RIM=723.74
CONCRETE CURB INLET
FL 24" RCP(NE)=718.56
FL 24" RCP(SW)=718.58
BENCH MARK
BOXED "X"-CUT SET
723.75
UNKNOWN OWNERSHIP
LEONARD WYATT
PB1-1354-2019
O.P.R.C.C.T.
LEONARD WYATT
PB1-1354-2019
O.P.R.C.C.T.
CAMDEN COOPER
INSTRUMENT NUMBER 20240001282910
O.P.R.C.C.T.
FOAD MESHKINIAN
INSTRUMENT NUMBER 20240000382250
O.P.R.C.C.T.
SCOT CHARLES DINGMAN, TRUSTEE FOR THE DINGMAN REVOCABLE TRUST, AND SANDY HUANG, TRUSTEE FOR THE HUANG REVOCABLE TRUST
INSTRUMENT NUMBER 20171229001719150
O.P.R.C.C.T.
JARREN CHE MACK
INSTRUMENT NUMBER 20210927001969560
O.P.R.C.C.T.

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PARCEL 17
LAND SAWP TO OWNER
0.017 ACRES

PARCEL 18
LAND SAWP TO OWNER
0.02 ACRES

PARCEL 19
LAND SAWP TO OWNER
0.025 ACRES

PARCEL 20
LAND SAWP TO OWNER
0.045 ACRES

LEGEND

- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- APPARENT PROPERTY LINE (UNVERIFIED)
- CENTERLINE
- PARCEL LINE
- PROPOSED PRIVATE LAND SWAP AREA
- PROPOSED CITY OWNED LAND SWAP AERA
- PROP LAND RETURNED TO ADJACENT OWNER
- PROPOSED LANES
- (#) CITY OWNED PARCEL IDENTIFICATION NUMBER
- (#) PRIVATELY OWNED PARCEL IDENTIFICATION NUMBER

COMMUNICATIONS	QL"C"/"D"
AT&T (FO/DUCT)	C1
AT&T (TELE)	C2
GCEC (FO/DUCT)	C3
ZAYO (FO/DUCT)	C4
OPTIMUM (FO/DUCT)	C5
GAS / PETROLEUM	**QL"C"/"D"**
ATMOS	G1
ELECTRIC / POWER	**QL"C"/"D"**
GCEC	E1
PRIVATE	E2
POTABLE WATER	**QL"C"/"D"**
CITY OF CELINA	W1
SANITARY SEWER	**QL"C"/"D"**
CITY OF CELINA	WW1
STORM DRAIN	**QL"C"/"D"**
CITY OF CELINA	SD1

0' 20' 40'
1" = 40' HORIZ.

CELINA TEXAS EST. 1876

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RANDY L GROS, PE	134559	2/7/2026
NAME	P.E. NO.	DATE

ELM STREET DRAFT SCHEMATIC PROPERTY EXHIBIT CELINA, TX

GARVER

2/7/2026 9:57:19 AM pw://garver-pw.bentley.com:garver-pw-01/Documents/2020/20W05055 - TRA MCRWS WWTP Improvements/4 - Design/Master Design Files/ELM_EXHIBIT_03.dgn

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RESOLUTION NO. 2026- R

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION BY THE CITY OF CELINA, TEXAS OF CONVEYANCE DOCUMENTS AND DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF 612 W ELM STREET FOR THE INSTALLATION OF EAST ELM STREET FROM S TEXAS DRIVE TO S PRESTON ROAD AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas ("City") has determined that it is in the best interest of the citizens of the City to acquire a property interest from the owners of the properties described in Exhibit "A" for installation of East Elm Street from S Texas Drive to S Preston Road.

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

SECTION 1: That the findings and premises contained in the preamble above are hereby deemed to be true and correct.

SECTION 2: That the City Manager is authorized to execute purchase contracts, deeds, and easements and to discharge purchase and closing funds necessary to acquire property interests in the location identified in Exhibit "A".

SECTION 3: This Resolution shall become effective upon the date of passage.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, this 12th day of May 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A

Property ID	Owner	Legal Description	City	State	Zip Code
1011416	Mack Thomas Jerome	ABS A0767 J K RICE SURVEY, TRACT 16, 0.155 ACRES	Celina	Tx	75009

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: May 12, 2026

Agenda Item:
Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary right-of-way and easements for the right-turn lane improvements on Preston Road at Lynn Stambaugh Parkway. (Oduro)

Background Information:
In August 2023, the City completed a citywide right-turn lane analysis, which evaluated various locations throughout the City. The study considered existing traffic volumes, crash data, sight distance concerns, right-of-way, and current conditions. The northbound Preston Road at Lynn Stambaugh Parkway was listed as the fourth top priority. In March 2026, the Celina City Council approved an annual allocation for Preston Road right-turn lane projects as part of the 5-Year Capital Improvement Plan (CIP).

The project consists of constructing approximately 500 linear feet of a right-turn lane from northbound Preston Road to eastbound Lynn Stambaugh Parkway. The new pavement section will be concrete, consistent with the existing Preston Road pavement. The design has been completed and is pending the acquisition of an additional right of way (ROW). This Resolution will authorize the City Manager to negotiate and execute documents that will be needed for this acquisition.

Legal Review:
The document has been reviewed and approved by the legal team.

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

Financial Consideration:
This project has been funded through the 2026 general bonds.

Staff Recommendation:
Staff recommends approval.



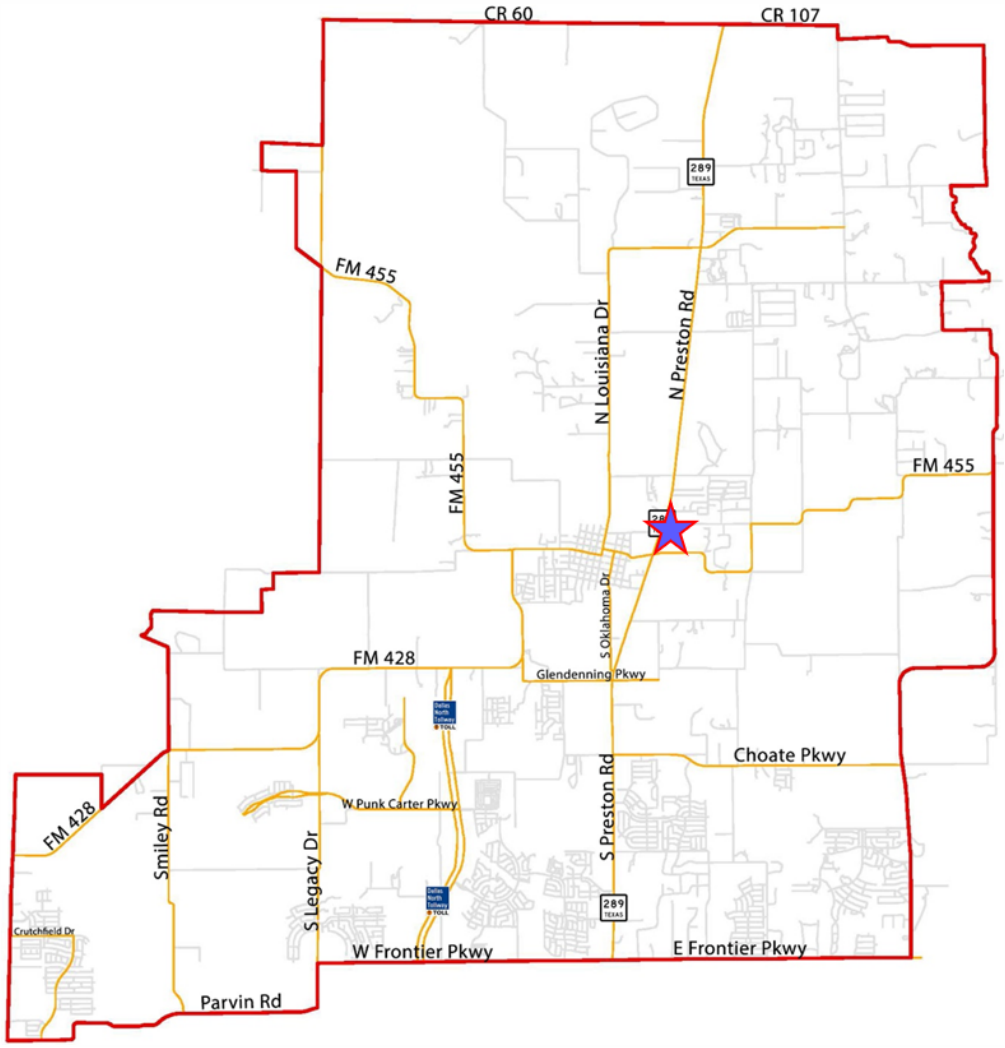
Right-Turn Lane Improvement on Preston Road to Lynn Stambaugh

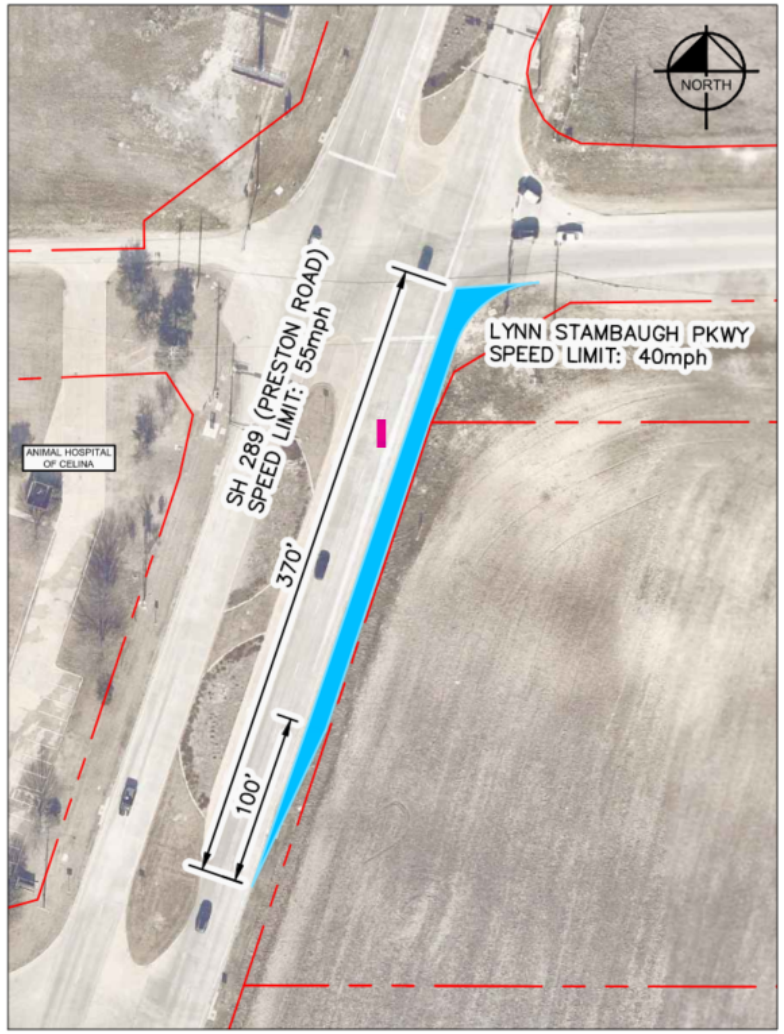
ROW Acquisition Resolution

May 12, 2026

Catherine Oduro, P.E., CFM, PMP
Interim Director of Engineering

Location Map





Background

A. July 2025 - City Council approved the design of northbound right-turn lane (NRTL) on Preston Road to Lynn Stambaugh Parkway.

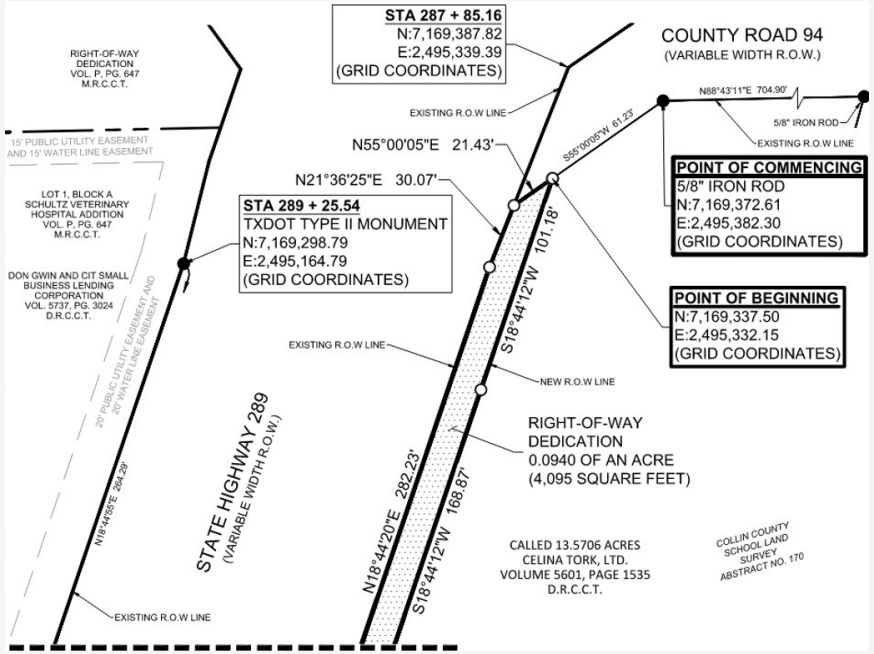
B. March 2026 - The 100% design has determined the required Right-of-Way (ROW) necessary for NRTL construction.

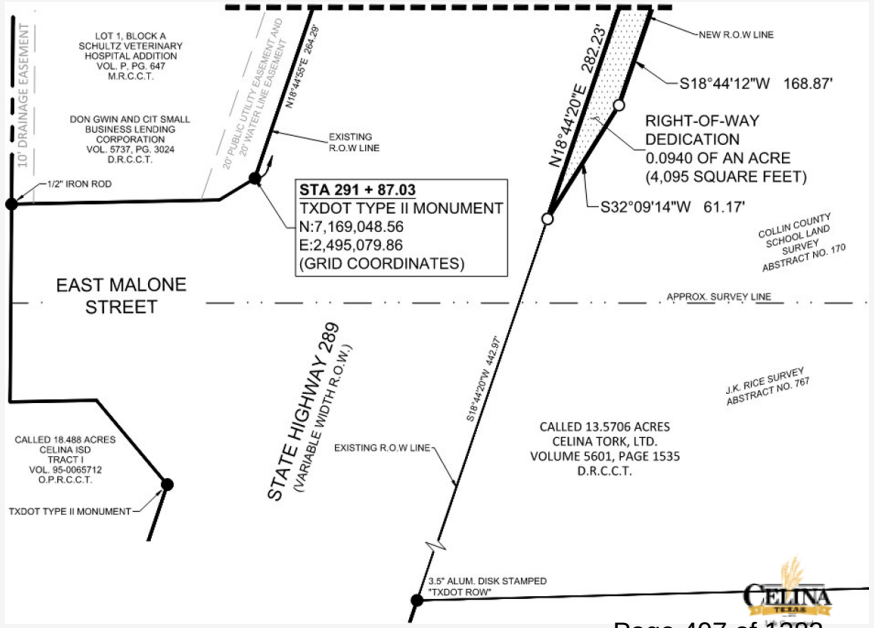
C. The project consists of constructing approximately 500 linear feet of a right-turn lane from northbound Preston Road to eastbound Lynn Stambaugh Parkway.

D. This resolution will authorize City Manager to negotiate and execute documents that will be needed for this improvement.

Required ROW

A 0.0940-acre tract of land in Collin County, located along the east ROW line of Preston Road, will be required for construction of the NRTL to Lynn Stambaugh Parkway.
Only one property owner, Celina TORK LTD, will be impacted by the required ROW acquisition.





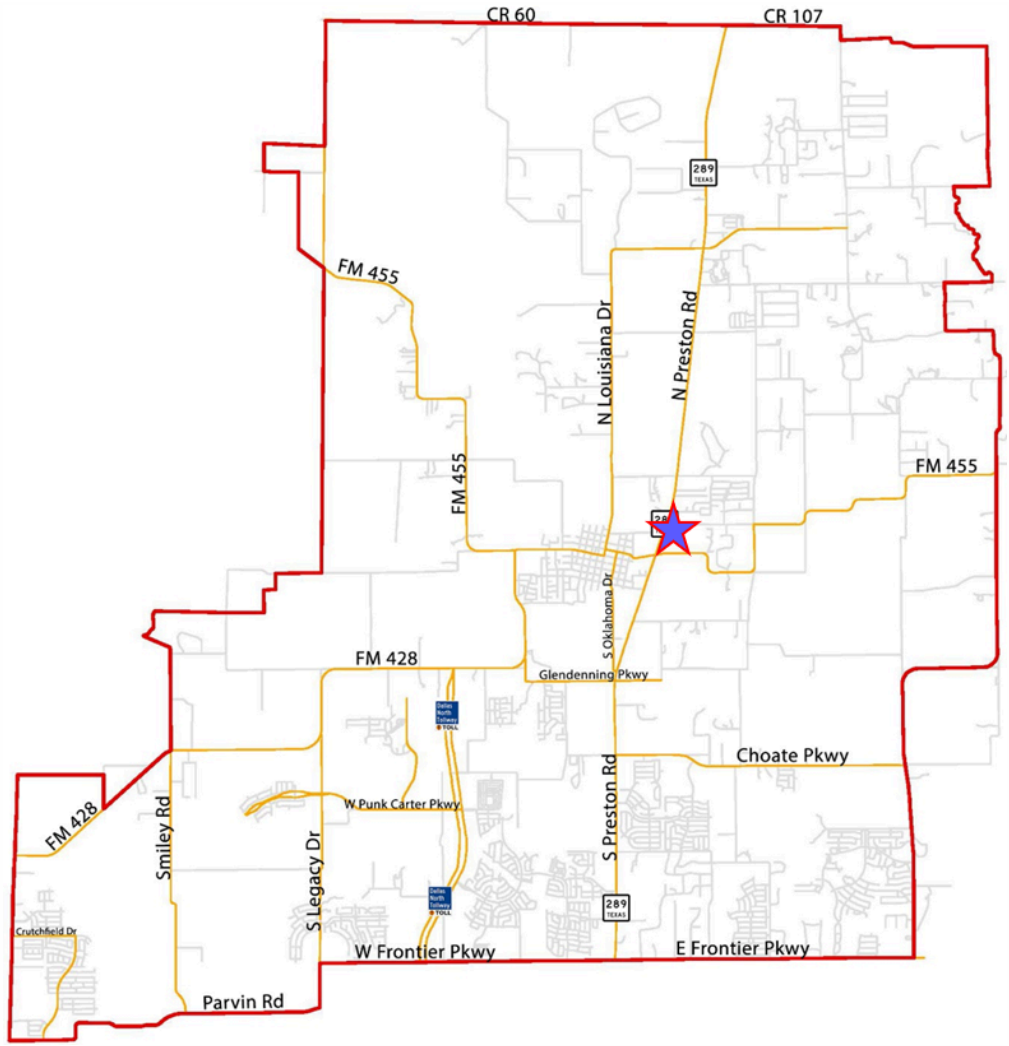
Parcels Identified for ROW Acquisition

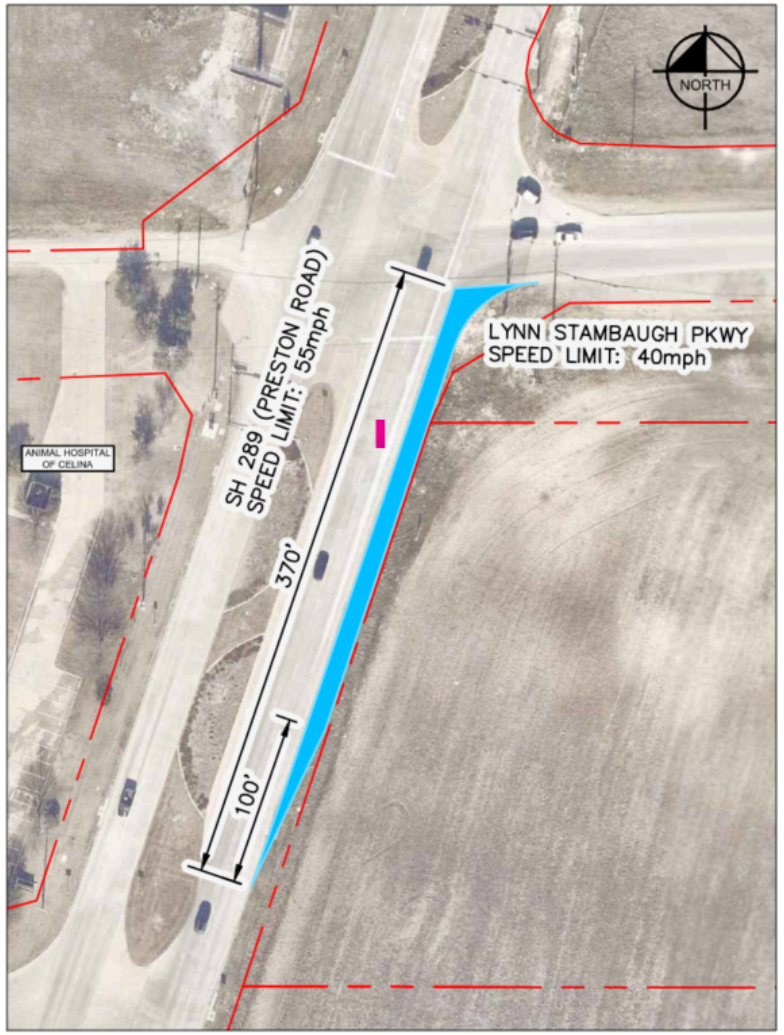
Property ID	Owner	Legal Description	City	State	Zip Code
992377	CELINA TORK, LTD	COLLIN COUNTY SCHOOL LAND #15 SURVEY, ABS No. 170, SHEET 2, TRACT 40, 0.6937 ACRES	Celina	TX	75009
2544653	CELINA TORK, LTD	COLLIN COUNTY SCHOOL LAND #15 SURVEY, ABS No. 170, SHEET 2, TRACT 77, 6.152 ACRES	Celina	TX	75009



Thank You!

Location Map





RESOLUTION NO. ~~_____~~2026-____R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AUTHORIZING THE NEGOTIATION AND EXECUTION BY THE CITY MANAGER OF CONVEYANCE DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF RIGHTS-OF-WAY AND EASEMENTS FOR THE RIGHT-TURN LANE IMPROVEMENTS ON PRESTON ROAD ONTO LYNN STAMBAUGH PARKWAY ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City") is a home-rule municipality pursuant to Section 5, Article XI of the Texas Constitution and exercises powers granted by the Texas Constitution and the City's Charter; and

WHEREAS, the City Council of the City (the "City Council") has found it necessary and in the public interest to improve the roadway infrastructure within the City limits and the City's extraterritorial jurisdiction, so that the City will grow in an orderly manner that allows for the management of traffic so that the public will be able to travel safely and efficiently throughout the area; and

WHEREAS, Section 2.02 of the City Charter grants the City the power to acquire property for public purpose; and

WHEREAS, Section 4.03 of the City Charter grants the City Manager the power and duty to execute contracts on behalf of the City when authorized by ordinance or resolution of the City Council; and

WHEREAS, the City Council has determined that it is in the public interest to acquire certain property interests, as described in **Exhibit "A"**, attached and incorporated as if set forth fully herein, for the construction of the right-turn lane improvements on Preston Road onto Lynn Stambaugh Parkway (the "Project") as depicted in **Exhibit "B"**, attached and incorporated as if set forth fully herein; and

WHEREAS, the City Council desires to authorize the City Manager to acquire necessary rights-of-way and easements, and to negotiate and execute all documents as required to complete such acquisition.

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

Section 1: The findings and premises contained in the preamble above are hereby deemed to be true and correct.

Section 2: The City Council hereby authorizes the acquisition of the property interest from the owners of the properties, as shown in **Exhibit "A"**, for construction of the Project, as shown in **Exhibit "B"**.

Section 3: The City Manager is hereby authorized to negotiate and execute contracts, deeds, easements, and any other documents necessary, including for the disbursement of purchase and closing funds, to acquire property interest, as identified in **Exhibit "A"**, of the rights-of-way for the Project on behalf of the City.

Section 4: This Resolution shall become effective upon the date of passage.

~~**AND IT IS SO RESOLVED.**~~

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, this 12th day of May 2026.

~~**APPROVED:**~~**CITY OF CELINA**

_____
Ryan Tubbs, Mayor

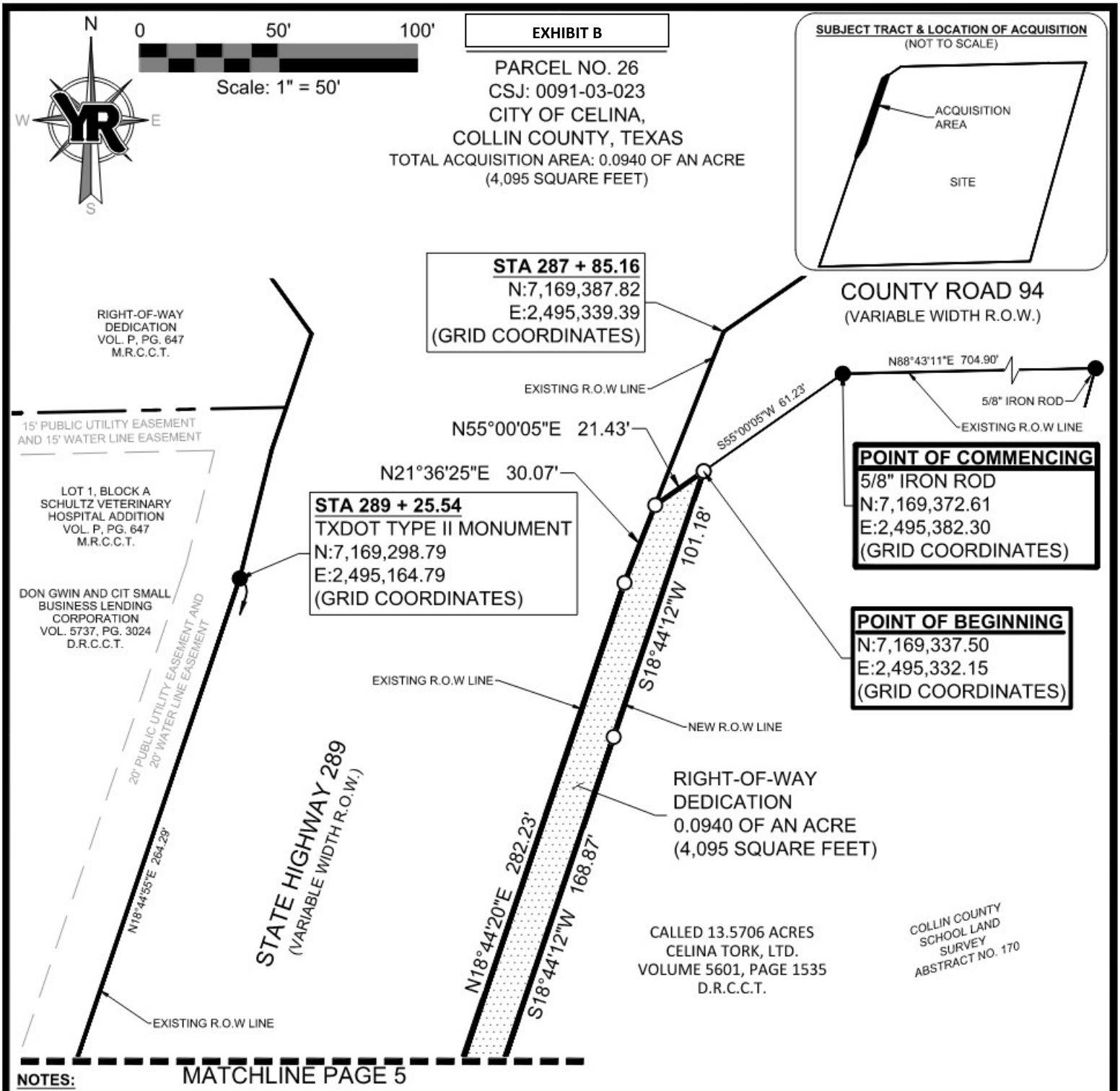
ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A

Property ID	Owner	Legal Description	City	State	Zip Code
992377	CELINA TORK LTD	COLLIN COUNTY SCHOOL LAND #15 SURVEY, ABS No. 170, SHEET 2, TRACT 40, 0.6937 ACRES	Celina	TX	75009
2544653	CELINA TORK LTD	COLLIN COUNTY SCHOOL LAND #15 SURVEY, ABS No. 170, SHEET 2, TRACT 77, 6.152 ACRES	Celina	TX	75009

Exhibit B



NOTES:

1. Bearings are based on the Texas Coordinate System of 1983 (NAD83) (NA2011), North Central Zone (4202). Grid coordinates can be scaled to surface by a scale factor of 1.000152710.
2. A legal description of same date accompanies this parcel plat.
3. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

LEGEND	
●	FOUND MONUMENT (AS NOTED)
○	SUBJECT CORNER (NOTHING SET UNLESS OTHERWISE NOTED)
———	SUBJECT PROPERTY LINE
— — —	ADJACENT PROPERTY LINE
———	PROPOSED EASEMENT LINE
—— ——	EXISTING EASEMENT LINE
———	RIGHT-OF-WAY LINE
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
R.O.W.	RIGHT-OF-WAY
INST. NO.	INSTRUMENT NUMBER
VOL. / PG.	VOLUME / PAGE
N / E	NORTHING / EASTING

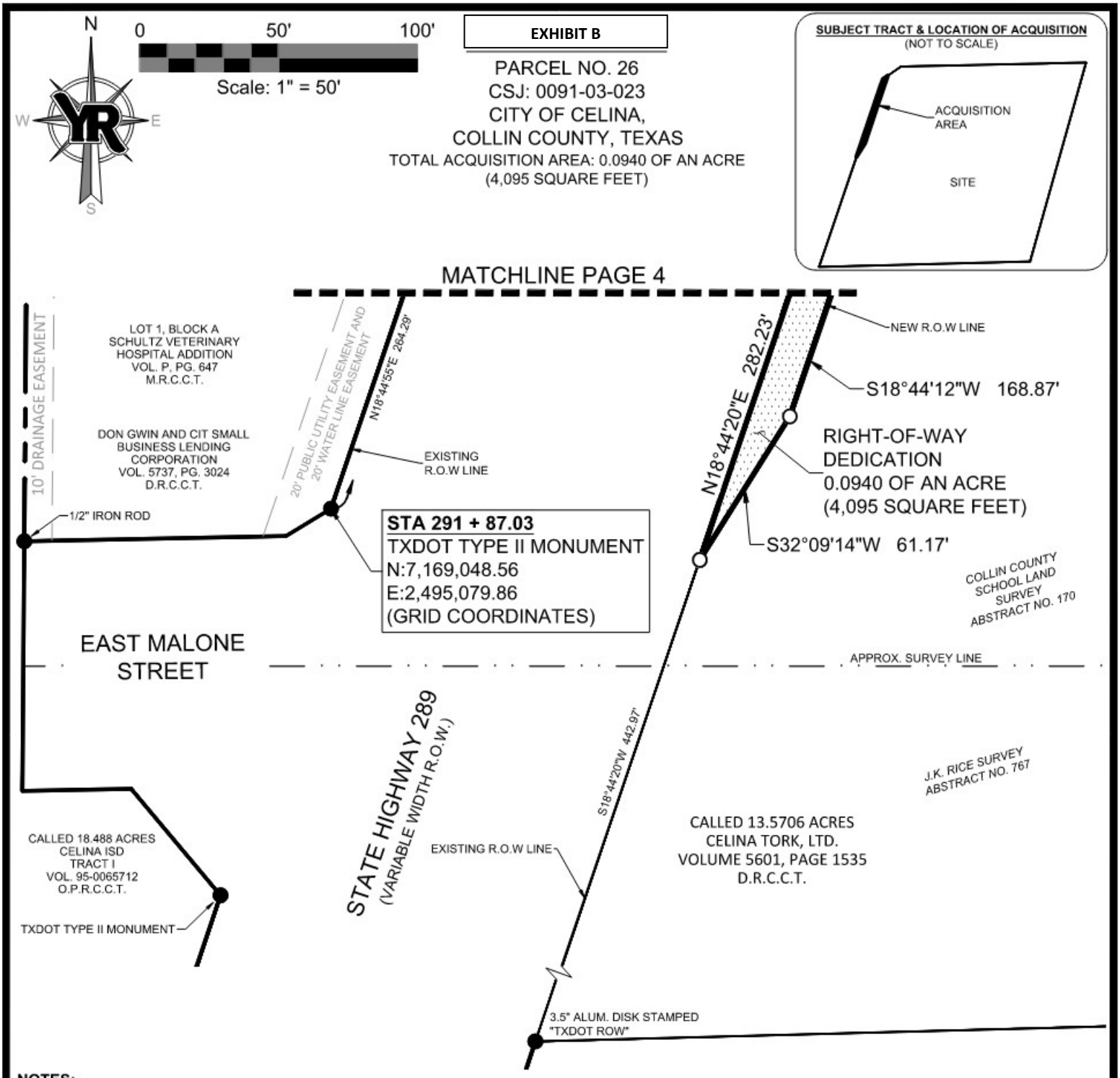
YELLOW ROSE MAPPING LLC
6860 N. DALLAS PKWY, STE 200
PLANO, TX 75024
(817) 695-4100
TEXAS FIRM NO. 10194700

TECH: KGB	PM: MLB	CHK: MWL	REV: 00
DATE: April 9, 2026			
PROJECT #: GARV2512		PAGE 4 OF 5	
CAD FILE: GARV2512_ROW.DWG			

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

MARK L. BESHEAR, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6824



NOTES:

1. Bearings are based on the Texas Coordinate System of 1983 (NAD83) (NA2011), North Central Zone (4202). Grid coordinates can be scaled to surface by a scale factor of 1.000152710.
2. A legal description of same date accompanies this parcel plat.
3. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

LEGEND	
●	FOUND MONUMENT (AS NOTED)
○	SUBJECT CORNER (NOTHING SET UNLESS OTHERWISE NOTED)
———	SUBJECT PROPERTY LINE
– – – –	ADJACENT PROPERTY LINE
═══	PROPOSED EASEMENT LINE
— —	EXISTING EASEMENT LINE
———	RIGHT-OF-WAY LINE
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
R.O.W.	RIGHT-OF-WAY
INST. NO.	INSTRUMENT NUMBER
VOL. / PG.	VOLUME / PAGE
N / E	NORTHING / EASTING

YELLOW ROSE MAPPING LLC
6860 N. DALLAS PKWY, STE 200
PLANO, TX 75024
(817) 695-4100
TEXAS FIRM NO. 10194700

TECH: KGB	PM: MLB	CHK: MWL	REV: 00
DATE: April 9, 2026			
PROJECT #: GARV2512		PAGE 5 OF 5	
CAD FILE: GARV2512_ROW.DWG			

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

MARK L. BESHEAR, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6824

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: May 12, 2026

Agenda Item:
Consider and act to approve a work authorization for testing services for the construction of the Glendenning Transmission Line with WSB, LLC, for an amount not to exceed $122,259.00. (Oduro)

Background Information:
On October 11, 2022, City Council approved a contract with Freese and Nichols, Inc. to conduct a study and preliminary design for the Southeast Pump Station, Ground Storage Tank and Transmission Pipeline. The study was to establish the pump station design criteria and provide recommendations for the capacity, site and facility layouts. Recommendation for the transmission water line alignment and size was also included in the study.

On July 11, 2023, City Council approved a contract with Freese and Nichols, Inc. to design the Southeast Pump Station and the 54-inch Glendenning transmission line. On the same date, City Council also approved a contract with Kimley-Horn and Associates, Inc. to design the 8-million-gallon (MG) Southeast Ground Storage Tank (GST).

On April 9, 2024, City Council approved a Resolution authorizing the negotiation and acquisition of the water easements and temporary construction easements for the transmission line. On March 10, 2026, City Council subsequently approved the use of eminent domain to acquire the necessary water easements and the temporary construction easement. The acquisition process is now nearing completion.

On March 31, 2026, the City received responses to Bid 2026-028 for the Glendenning Transmission Line. The project received 11 bids. S.J. Louis Construction of Texas, LTD, was the lowest responsive bidder. The project includes the construction and installation of approximately 12,500 linear feet of 54-inch pipeline extending from FM 428 to the proposed Southeast Pump Station (SEPS) site. The project also includes approximately 1,800 linear feet of 42-inch pipeline

extending from the SEPS site to Old Glendenning Rd, along with two (2) 2-inch fiberoptic conduits and associated pull boxes.

On April 14, 2026, City Council approved a contract with S.J. Louis Construction of Texas, LTD, to construct the Glendenning Transmission Line. The construction also includes earthwork preparation and subgrade density embankment. To ensure the work is completed to design requirements, quality assurance, material testing, and inspections, the City will need material testing services.

The proposed work authorization will provide embankments, utilities and subgrade testing and inspection. It will also include hydraulic cement concrete testing and inspection.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Work Authorization
3. Form 1295

Financial Consideration:
Funding is available through Utility Impact Fees, bond funds, and future bond issuance. Expenditures will not exceed the appropriated funds, and funds will be committed upon issuance of a purchase order.

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



Glendenning Transmission Line Material Testing

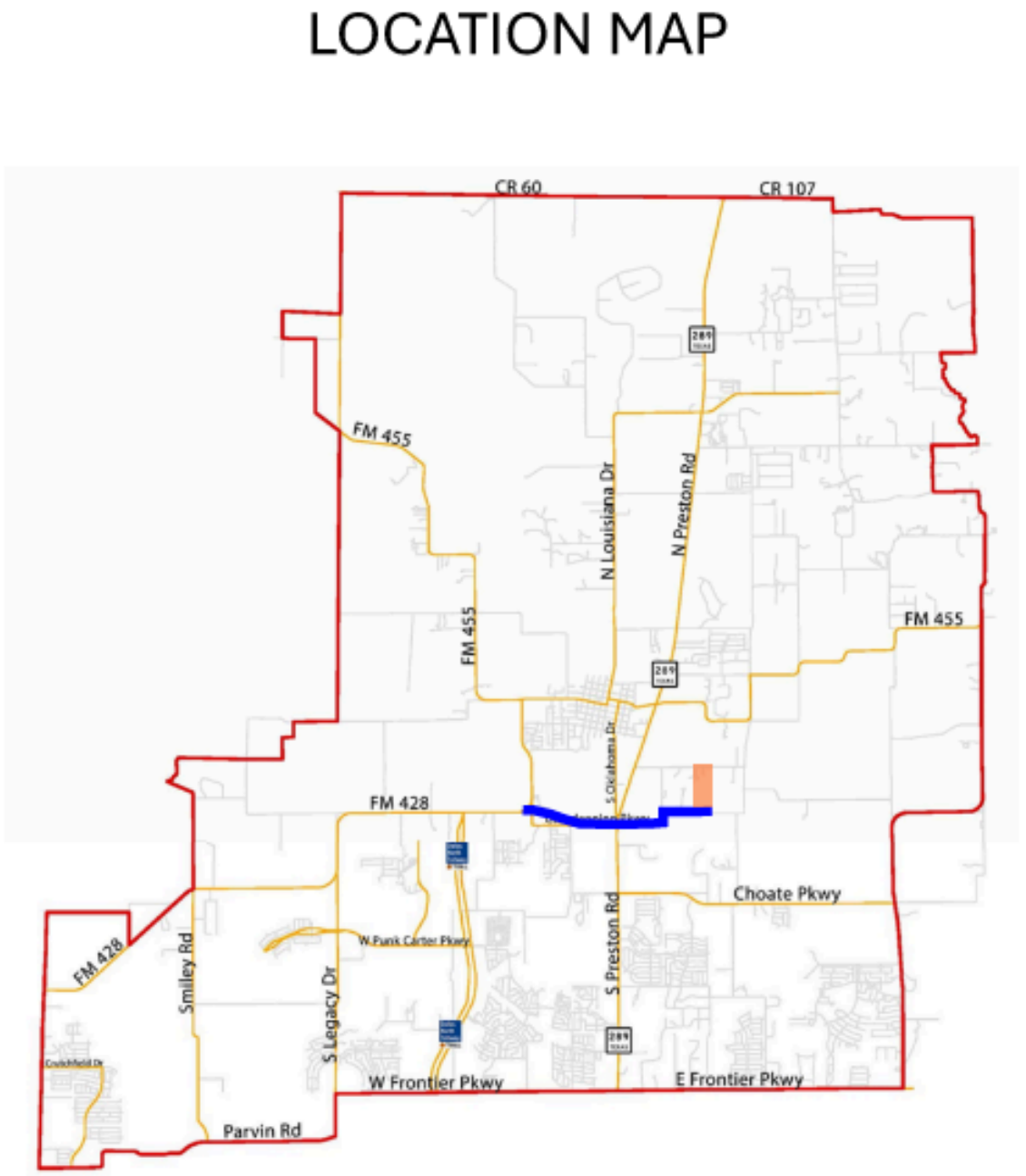
Work Authorization

May 12, 2026

Catherine Oduro, P.E., PMP, CFM
Interim Director of Engineering

Location Map

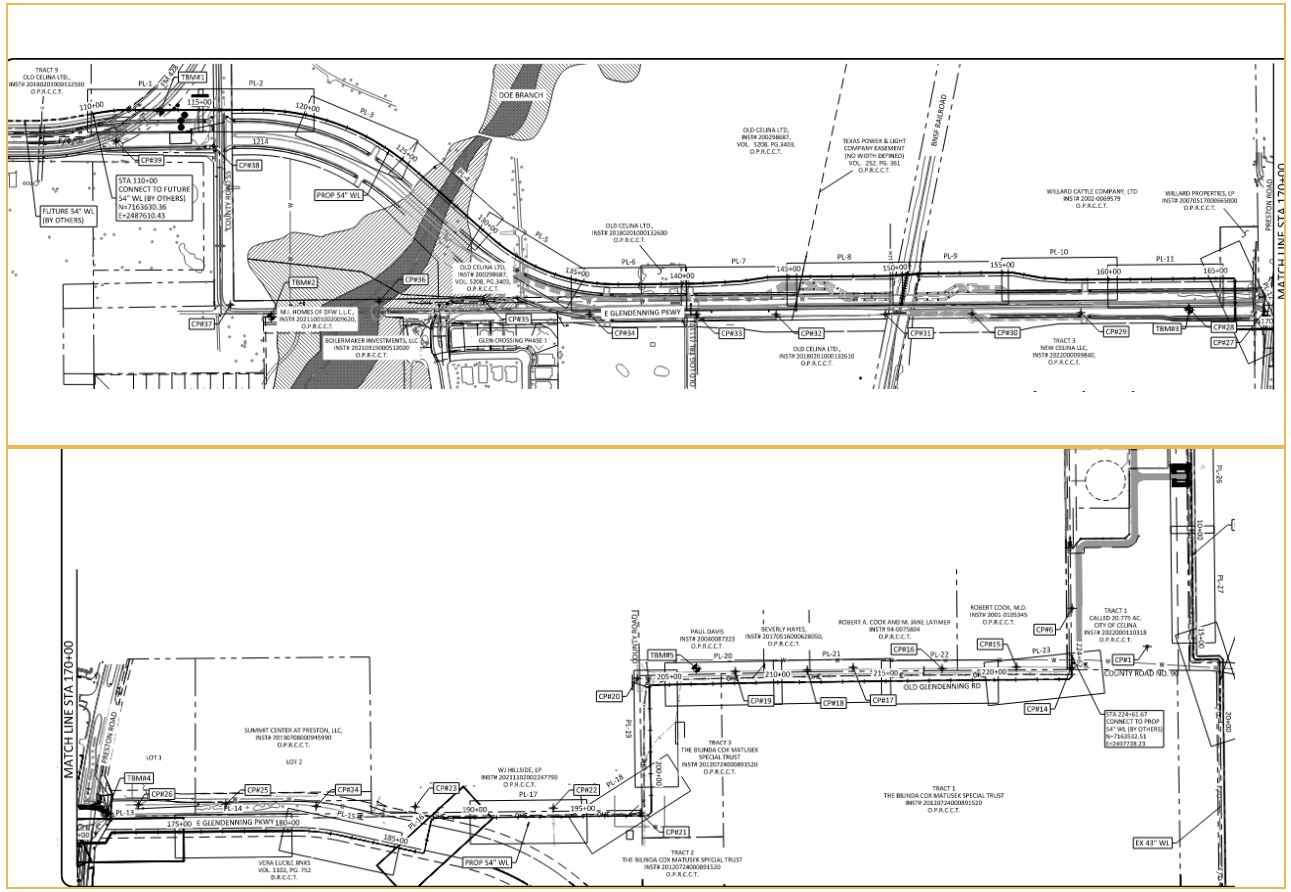
From FM 428 to Southeast Pump Station



Background

- October 11, 2022 - City Council approved a contract with Freese and Nichols, Inc. to conduct a study and preliminary design for the Southeast Pump Station, Ground Storage Tank and Transmission Pipeline.
- July 11, 2023 - City Council approved a contract with Freese and Nichols, Inc. to design the Southeast Pump Station and the 54-inch Glendenning transmission line
- July 11, 2023 - City Council approved a contract with Kimley-Horn and Associates, Inc. to design the 8-million-gallon (MG) Southeast Ground Storage Tank (GST).
- April 9, 2024 - City Council approved a resolution authorizing the negotiation and acquisition of the water easements and temporary construction easements for the transmission line.
- March 10, 2026 - City Council approved the use of eminent domain to acquire the necessary water easements and the temporary construction easement.
- April 14, 2026 - City Council approved a contract with S.J Louis Construction of Texas, LTD to construct the transmission line.

Scope of Work



- Embankments, utilities and subgrade testing and inspection.
- Hydraulic cement concrete testing and inspection.

Scope of Work

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Embankments, Utilities & Subgrade Testing & Inspection					
3260	Moisture/Density Proctor	10	Each	$ 242.00	$ 2,420.00
3268	Flexbase Proctor	1	Each	$ 360.00	$ 360.00
3240	Atterberg Limits	11	Each	$ 80.00	$ 880.00
CMT01	Sampling Fee	8	Hourly	$ 70.00	$ 560.00
CMT01	Densities on Embankments/Utilities - Tech Time	1043.0	Hourly	$ 70.00	$ 73,010.00
3510	Densities on Embankments/Utilities - Equipment (Per Shot)	763	Each	$ 15.00	$ 11,445.00
2140	Trip Charges	109	Each	$ 35.00	$ 3,815.00
CMT95	Reporting	131	Each	$ 20.00	$ 2,620.00
Hydraulic Cement Concrete					
2041	Making Cylinders and Testing Concrete (Air, Slump, Temp)	196	Each	$ 21.00	$ 4,116.00
2040	Compressive Strength Curing and Disposal (EA)	196	Each	$ 28.00	$ 5,488.00
CMT01	Rebar Inspection	24	Hourly	$ 70.00	$ 1,680.00
2010	Cylinder Pick Up - Per Set	49	Each	$ 10.00	$ 490.00
CMT01	Cylinder Pick Up - Tech Time	25	Hourly	$ 70.00	$ 1,715.00
CMT01	ACI Certified Technician	84	Hourly	$ 70.00	$ 5,880.00
2140	Trip Charges	84	Each	$ 35.00	$ 2,940.00
CMT95	Reporting	210	Each	$ 20.00	$ 4,200.00
Additional Fees					
CMT80	Project Manager		Hourly	$ 175.00	$ -
CMT70	Lab Manager		Hourly	$ 140.00	$ -
CMT90	Administration	8	Hourly	$ 80.00	$ 640.00
				TOTAL =	$ 122,259.00



Thank You!

Docusign Envelope ID: 52924222-BB08-41C9-9667-6B89B93B7894

EXHIBIT 1 - WORK AUTHORIZATION

MAPS #	2024-111	MAPS Date:	11/13/2024

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

Project Name:	Glendenning Transmission Line		
Engineer's Project #		**Work Authorization Date:**	5/13/26
City Project/Account #	W90	**Purchase Order#:**	
Engineer Representative:		**Owner Representative:**	Linda Majeed

INVOICE SUBMITTAL

Billing Period:	Monthly – for the full month (1-31)
Submission Date:	Submit Invoices by the 10th of each month.
Invoice Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov & Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include PO number, billing period, and project name

OWNER OPTIONAL INFORMATION:

1. **Work 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**
4. **Deliverable:** **Attach as Exhibit D**

ACCEPTANCE:

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

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

CITY OF CELINA

Signature

Printed Name & Title

Date

CONTRACTOR

DocuSigned by:
Kelly Selman
0E09C2CB93F3403...

Signature

Kelly Selman

Printed Name & Title

4/8/2026

Date

Docusign Envelope ID: 52924222-BB08-41C9-9667-6B89B93B7894

Exhibit A

Scope of Work

WSB will provide materials testing services for Glendenning 54” Transmission Line.

Docusign Envelope ID: 52924222-BB08-41C9-9667-6B89B93B7894

Exhibit B

Estimate of Material Testing

To: Linda Majeed
City of Celina
LMajeed@celina-tx.gov

Project: Glendenning 54" Transmission WL
Location: Celina, TX
County: Collin

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Embankments, Utilities & Subgrade Testing & Inspection				
3260	Moisture/Density Proctor	10	Each	$ 242.00	$ 2,420.00
3268	Flexbase Proctor	1	Each	$ 360.00	$ 360.00
3240	Atterberg Limits	11	Each	$ 80.00	$ 880.00
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CMT01	Densities on Embankments/Utilities - Tech Time	1043.0	Hourly	$ 70.00	$ 73,010.00
3510	Densities on Embankments/Utilities - Equipment (Per Shot)	763	Each	$ 15.00	$ 11,445.00
2140	Trip Charges	109	Each	$ 35.00	$ 3,815.00
CMT95	Reporting	131	Each	$ 20.00	$ 2,620.00
	Hydraulic Cement Concrete				
2041	Making Cylinders and Testing Concrete (Air, Slump, Temp)	196	Each	$ 21.00	$ 4,116.00
2040	Compressive Strength Curing and Disposal (EA)	196	Each	$ 28.00	$ 5,488.00
CMT01	Rebar Inspection	24	Hourly	$ 70.00	$ 1,680.00
2010	Cylinder Pick Up - Per Set	49	Each	$ 10.00	$ 490.00
CMT01	Cylinder Pick Up - Tech Time	25	Hourly	$ 70.00	$ 1,715.00
CMT01	ACI Certified Technician	84	Hourly	$ 70.00	$ 5,880.00
2140	Trip Charges	84	Each	$ 35.00	$ 2,940.00
CMT95	Reporting	210	Each	$ 20.00	$ 4,200.00
	Additional Fees				
CMT80	Project Manager		Hourly	$ 175.00	$ -
CMT70	Lab Manager		Hourly	$ 140.00	$ -
CMT90	Administration	8	Hourly	$ 80.00	$ 640.00
				TOTAL =	$ 122,259.00

*Density charge rate is $70.00 per hour with a minimum of 2 hour charge, this includes gauge and tech time.

**Trip Charges - There will be a standard rate per trip made to the project location for inspection and testing.

Terms and Conditions:
WSB has a standard standby time charge rate of $70.00 per hour for a technician who is required to be on site while performing on site inspection and or testing.

These rates quoted by the hour do not reflect any off shift hours WSB may be asked to cover. Off shift hours are defined as any work requiring a technician to work outside of M-F 8am-5pm. Any testing or inspection that requires a technician to be on site Saturday or Sunday will be at our standard hourly rate times 1.5.

The quantities and totals above are estimates based on anticipated progression and scope of work.

Reviewed by:

Kelly Selman, P.E.

Kelly Selman, P.E.
Senior Vice President
Kselman@wsbeng.com

3/30/2026
Date

Accepted by:

Signature

Print

Date

3522 Sam Rayburn Hwy | Melissa, TX | 75454 | 469.907.5500 | WSBENG.COM

Docusign Envelope ID: 52924222-BB08-41C9-9667-6B89B93B7894

Exhibit C

Timeline/Schedule

Timeline to follow construction award.

Docusign Envelope ID: 52924222-BB08-41C9-9667-6B89B93B7894

Exhibit D

Deliverables

All reports will be sent in a timely manner as the work progresses.

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:
2026-1456391

Date Filed:
05/04/2026

Date Acknowledged:
05/04/2026

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

WSB LLC
Melissa, 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.

24-000029
54" Glendenning Transmission WL - FM 428 to Southeast PS

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)

The Celina Purchasing Department has Received and Acknowledged this Form 1295 as required by Texas Government Code, Section 2252.908. Forms are acknowledged through the Ethics Commission website, and the final acknowledged form does not include a signature. The original document is on file in the bid folder and includes the required signature.

_____
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: May 12, 2026

Agenda Item:
Consider and act to authorize an amendment to a work authorization for professional review services of hydraulic and hydrologic studies by Freese and Nichols, Inc., in an amount not to exceed $120,000.00. (Oduro)

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

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

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

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

Supporting Documents:
1. Staff Presentation
2. Work Authorization Amendment

Financial Consideration:

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

Staff Recommendation:
Staff recommends awarding the amendment as presented.



Drainage Study Review Services

Contract Amendment

May 12, 2026

Catherine Oduro, P.E., PMP, CFM
Interim Director of Engineering

Background

A. October 2022- Council authorized the Master Service agreement for Freese and Nichols

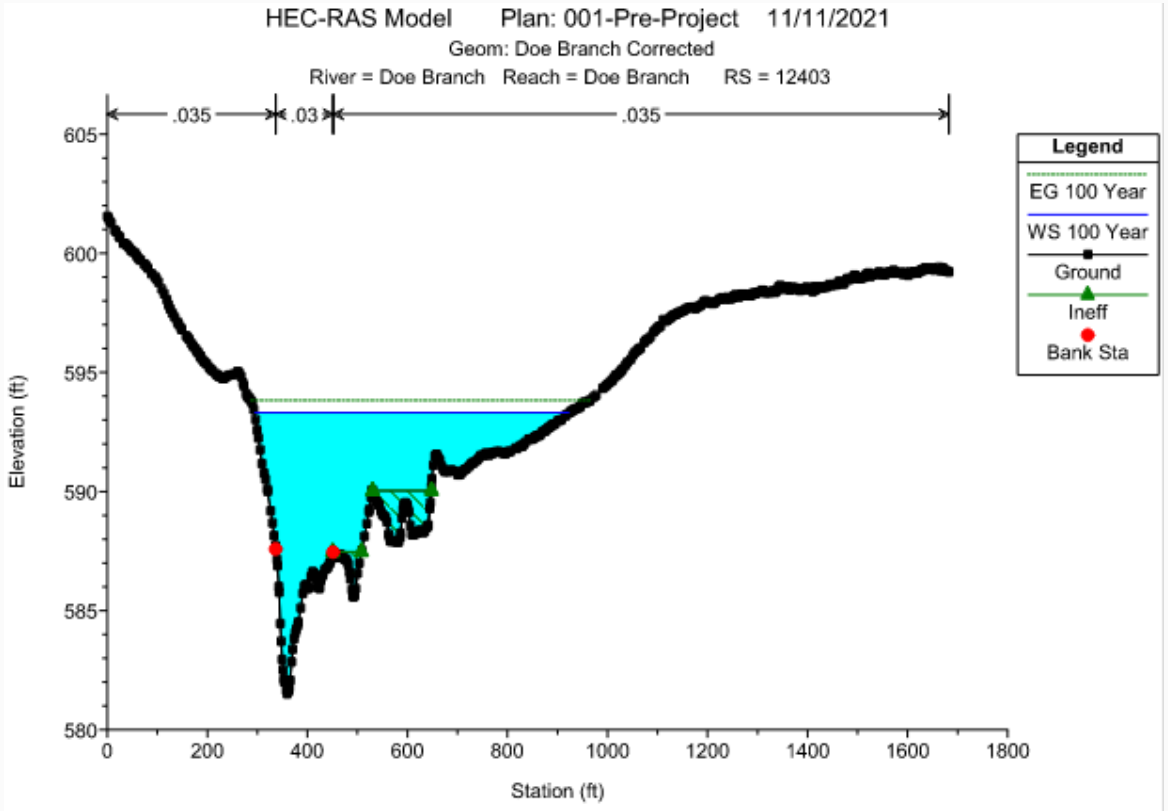
B. Agreement is for a five-year period.

C. Agreement for an On-call professional drainage engineering services is executed annually.

D. Fiscal year 2025-2026 contract amount was $75,000

Scope of Services

- Evaluate studies using HEC-HMS and HEC-RAS



RIVER: Doe Branch
REACH: Doe Branch RS: 12403

INPUT
Description:
Station Elevation Data num= 492

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

Fee Summary

A | Annual Allocation: $120,000

H&H, Survey, Environmental, LOMR Existing, CLOMR Proposed, Public Involvement

B | Total Fee: $120,000



Thank You!

AMENDMENT TO CONTRACT

On-Call Professional Drainage Engineering Services

Amendment 5

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

AGREEMENT

Amendment 5 revises the total contract amount as indicated below:

a. Current contract amount: $395,000
b. Amount of this Amendment: $120,000
c. Revised Total Amount Authorized: $515,000

AMENDMENT

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

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

CITY OF CELINA	**FREESE AND NICHOLS, INC.**
	
	Scott Hubley, Vice-President
Printed Name & Title	Printed Name & Title
	4/20/26
Date	Date

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: May 12, 2026

Agenda Item:
Consider and act to authorize a change order for $122,354.34 for the addition of a 24-inch in-line gate valve for the Coit Road water line as part of the Coit Road reconstruction from Vest Lane to Choate Parkway, Bid 2025-029 to McMahon Contracting, LP. (Oduro)

Background Information:

On August 6, 2017, the City issued the final acceptance for the 24-inch water line along Coit Road.

On July 8, 2025, the Council authorized the award of Bid 2025-029 for the construction of Coit Road from Vest Lane to Choate Parkway to McMahon Contracting LP for $13,464,877.50, plus a ten (10) percent contingency of $1,346,487.75 for a total amount not to exceed $14,811,365.25.

On April 9, 2026, McMahon brought to the city's attention the lack of an isolation valve between the two feed lines for the Southeast Sector Elevated water tank on the existing 24-inch water line. Staff requested a quote to add an inline 24-inch gate valve to the existing water line for the isolation of the line when needed. The valve is proposed to be installed between the two feed lines to the tank. This will ensure only one of the line is isolated at a time.

A quote in the amount of $122,354.34 was received by staff. This amount exceeds $100,000 and, by state statute, requires Council authorization but is within the total contingency amount authorized by the City Council.

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

Supporting Documents:

1. Staff Presentation
2. Change Order
3. Cost Breakdown
4. Form 1295

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

Staff Recommendation:
Staff recommends approval of the change order as presented.



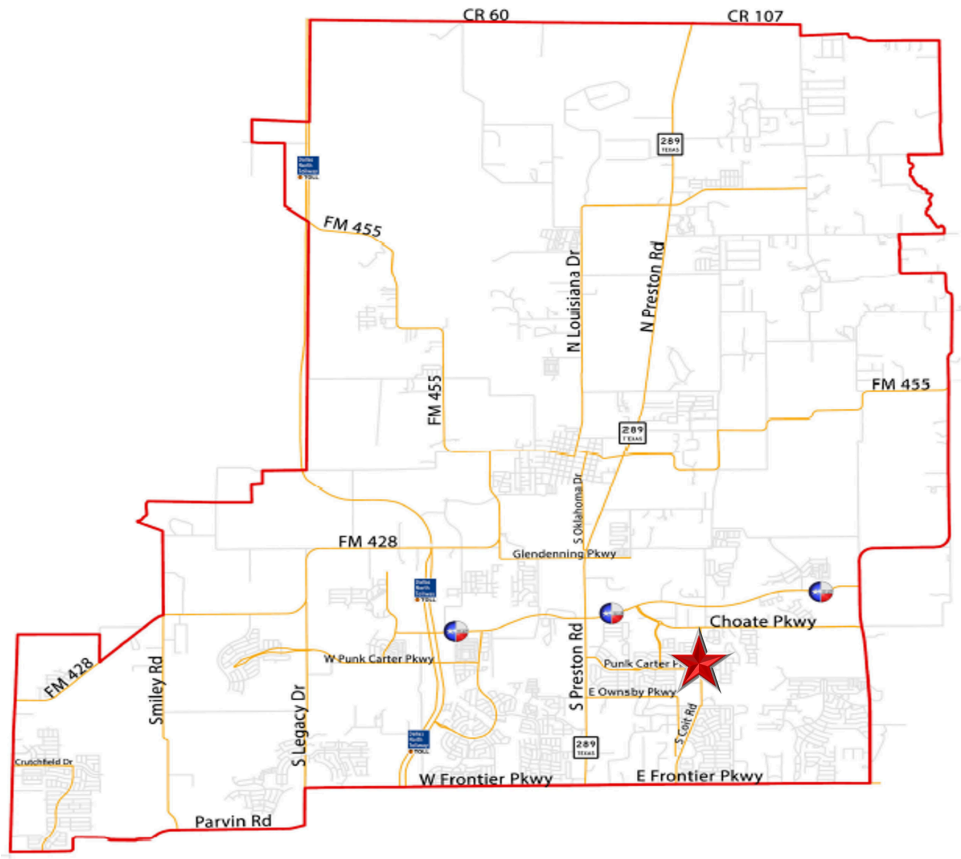
Coit Road (from Vest Ln to Choate Pkwy)

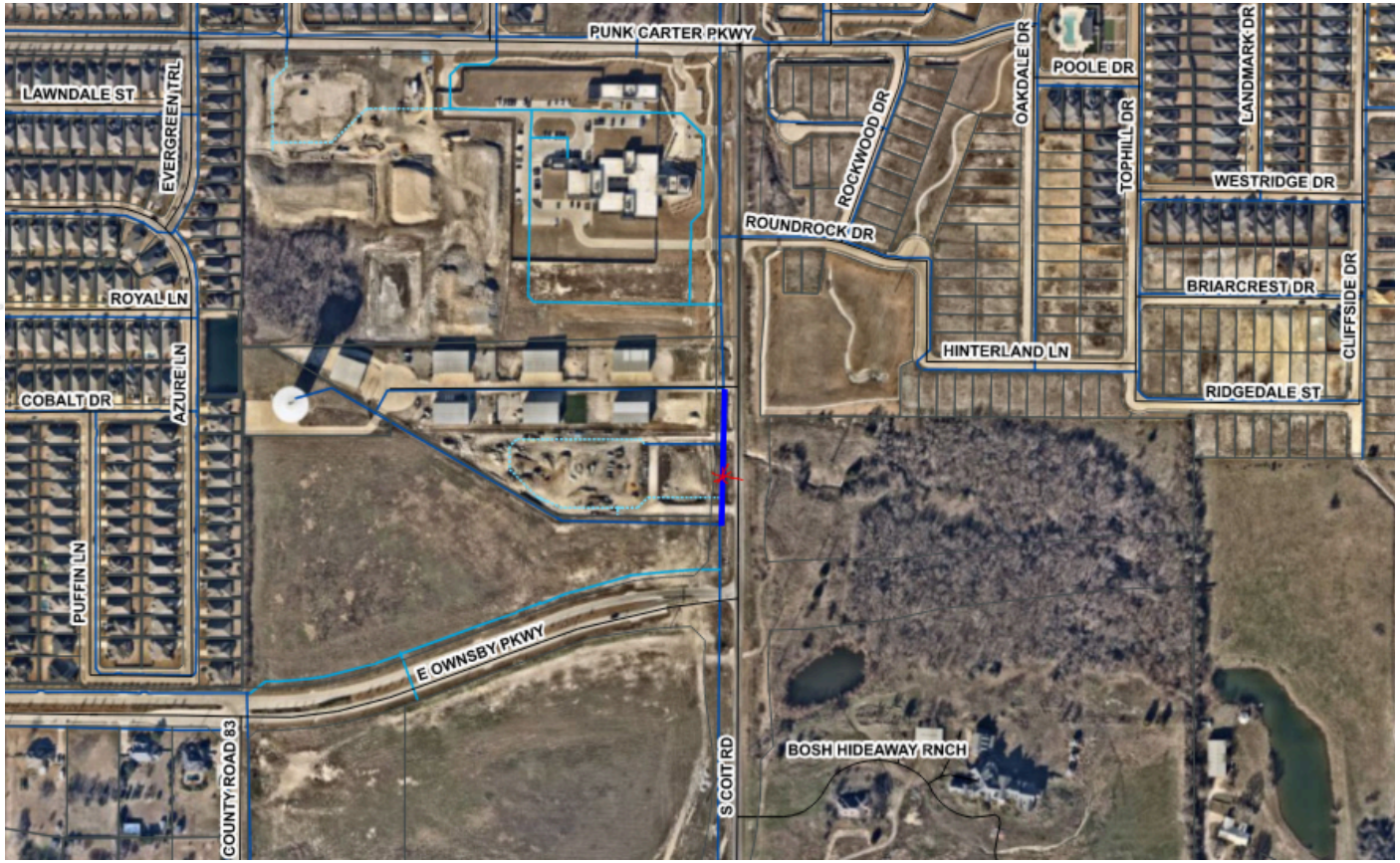
Change Order No. 1

May 12, 2026

Catherine Oduro, P.E., PMP, CFM
Interim Director of Engineering

Location Map





Background

- ☆ August 6, 2017- The 24-inch water line along Coit Road was accepted by the city.
- ☆ July 8, 2025 - Council awarded Bid 2025-029 contract for Coit Road (from Vest Lane to Choate Parkway) reconstruction to McMahon Contracting LP
- ☆ April 9, 2026 - McMahon brought to city's attention the lack of isolation valve between the two feed lines for the Southeast Sector Elevated water tank on the existing 24-inch water line.
- ☆ April 15, 2026 - Staff requested for a quote to add an inline valve on the existing 24-inch water line for isolation when needed.

Scope of Work

- Install a 24-inch gate valve between the two elevated water tank feed lines for future isolation when needed.



Bid 2025-029(Change Order No. 2)

COST SUMMARY

TOTAL LABOR COST	$	701.25
TOTAL EQUIPMENT COST	$	271.23
TOTAL MATERIAL COST	$	-
TOTAL SUBCONTRACTOR COST	$	120,170.43
1% BOND	$	1,211.43
TOTAL COST	**$**	**122,354.34**

A | Recommend approval of Change Order No. 1

B | Additional Contract Days: 4

C | 10% Project Contingency Available Funds: **$1,346,487.75**

D | Total Not to Exceed: **$122,354.34**



Thank You!

Life Connected.

CCO #001

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

Project: R57 - Coit-Ownsby Roundabout
1510 Vest Lane
Celina, Texas 75009
Phone: 972-382-2682

DRAFT

Subcontract Change Order #001: CE #005 - 24-inch inline gate valve

CONTRACT COMPANY:	**McMahon** 3019 Roy Orr Blvd Grand Prairie, Texas 75050	**CONTRACT FOR:**	SC-R57-002:Coit Road Improvements (from Vest lane to Choate Parkway)
DATE CREATED:	4/26/2026	**CREATED BY:**	Catherine Oduro **(City of Celina)**
CONTRACT STATUS:	Draft	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	4 days
FIELD CHANGE:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$122,354.34

DESCRIPTION:
CE #005 - 24-inch inline gate valve
Installation of 24-inch gate valve in line of existing 24-inch water line along Coit road between the two feed lines for the Southeast sector elevated water storage tank

ATTACHMENTS:
PCO 005R1 - 24 Cut in Valve with Line Stop.pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	32-08-01-08.CW Utilites-Water.Construction Water	Installation of 24-inch inline gate valve	$122,354.34
		Grand Total:	**$122,354.34**

The original (Contract Sum)	$ 13,443,433.72
Net change by previously authorized Change Orders	$ 0.00
The contract sum prior to this Change Order was	$ 13,443,433.72
The contract sum would be changed by this Change Order in the amount of	$ 122,354.34
The new contract sum including this Change Order will be	$ 13,565,788.06
The contract time will be increased by this Change Order by 4 days.	

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

SIGNATURE **DATE**

McMahon
3019 Roy Orr Blvd
Grand Prairie, Texas 75050

Signed by:
Joe Soto
3EA56DD4D1A04C7...
5/5/2026

SIGNATURE **DATE**

Docusign Envelope ID: 580F8293-372B-84B2-80C8-237EB25B5751

MCMAHON CONTRACTING L.P.

PCO#005R1 - 24" Cut In Valve w. Line Stop

FROM: McMahon Contracting L.P.
3019 Roy Orr Blvd.
Grand Prairie, TX 75050
Phone: 956-525-2957
Fax: 972-264-0008

DATE: **4/9/2026**

PROJECT: **Coit Road**

TO: **City of Celina**

We hereby propose the following changes and/or additions to the original contract.

ITEM	DESCRIPTION	UNIT OF MEASURE	ORIGINAL QUANTITY	ADD/DEDUCT QUANTITY	REVISED QUANTITY	UNIT PRICE	NET COST CHANGE
NEW	24" Cut In Valve (Gate Valve)	EA	0	1.00	1.00	$122,354.34	$122,354.34
							$0.00
							$0.00

Additional working days required: **5**

TOTAL: **$122,354.34**

McMahon Contracting Rep:

Joe Alan Soto

Digitally signed by Joe Alan Soto
DN: C=US, E=joes@mcmahoncontracting.com, O=McMahon Contracting & Construction LLC, OU=McMahon Contracting & Construction LLC, CN=Joe Alan Soto
Date: 2026.04.09 11:09:20-05'00'

Customer:

Docusign Envelope ID: 580F8293-372B-84B2-80C8-237EB25B5751

25-015

Coit Road - Celina
DETAILED COST BREAKDOWN
24" Cut In Valve (Gate Valve)

LABOR

DESCRIPTION	QTY	UNIT	HR REQUIRED	Hr RATE	EXTENDED COST
Foreman - Utilities	1.00	HR	5	$ 42.50	$ 212.50
Laborer - Common	2.00	HR	5	$ 20.00	$ 200.00
					$ -
					$ -
					$ -
					$ -
					$ -
LABOR COST					$ 412.50
15% LABOR MARKUP					$ 61.88
55% LABOR BURDEN					$ 226.88
TOTAL LABOR COST					**$ 701.25**

EQUIPMENT

DESCRIPTION	QTY	UNIT	HR REQUIRED	HR RATE	EXTENDED COST
Foreman Truck	1.00	HR	5.00	$ 47.17	$ 235.85
					$ -
					$ -
					$ -
EQUIPMENT COST					$ 235.85
15% EQUIPMENT MARKUP					$ 35.38
TOTAL EQUIPMENT COST					**$ 271.23**

MATERIALS

DESCRIPTION	QTY	UNIT	UNIT COST	EXTENDED COST
				$ -
				$ -
				$ -
				$ -
				$ -
MATERIAL COST				$ -
15% MATERIAL MARKUP				$ -
TOTAL MATERIAL COST				**$ -**

SUBCONTRACTORS

DESCRIPTION	QTY	UNIT	UNIT COST	EXTENDED COST
24" Line Stop (Fourstar)	1.00	EA	$ 61,182.76	$ 61,182.76
Cut in 24" Gate Valve	1.00	EA	$ 43,313.27	$ 43,313.27
				$ -
SUBCONTRACTOR COST				$ 104,496.03
15% SUBCONTRACTOR MARKUP				$ 15,674.40
TOTAL SUBCONTRACTOR COST				**$ 120,170.43**

COST SUMMARY

TOTAL LABOR COST	$ 701.25	
TOTAL EQUIPMENT COST	$ 271.23	
TOTAL MATERIAL COST	$ -	
TOTAL SUBCONTRACTOR COST	$ 120,170.43	
1% BOND	$ 1,211.43	
TOTAL COST	**$ 122,354.34**	$ 122,354.34 EA

Docusign Envelope ID: 580F8293-372B-84B2-80C8-237EB25B5751

FOUR STAR EXCAVATING
6825 Levelland Rd., Suite 2B, Dallas, TX 75252

CHANGE ORDER

To:	JOE SOTO	C.O. No. :	1
Company	MCMAHON	Project:	COIT RD
Date:	April 3, 2026	City:	CELINA

No.	Description	Qty.	Unit M.	Unit	Extended
	Deduct:				
				$ -	$ -
				$ -	$ -
				$ -	$ -
	Add:				
	24" LINE STOP	1	EA	$ 61,182.76	$ 61,182.76
	CUT IN 24" ~~BUTTERFLY~~ VALVE	1	EA	$ 43,313.27	$ 43,313.27
	Gate Valve				
				Total:	**$ 104,496.03**

Number of Days Added to Contract: 4

EXCLUSIONS:

Note: Please sign and email back to our office at fourstarexcavating@gmail.com

Accepted By: _____ Title: _____

Docusign Envelope ID: 580F8293-372B-84B2-80C8-237EB25B5751

CHANGE ORDER #1

Date of Work: TBD Gate Valve

Project Name: COIT RD

Desription of Work: CUT IN 24" ~~BUTTERFLY~~ VALVE

Submitted: **4/3/2026**

Name	Class	Hours Reg	Hours OT	Rate Reg.	Sub Total	Labor Burden	Total Labor
			0	$ -	$ -	0.65	$ -
FOREMAN		10	0	$ 60.00	$ 600.00	0.65	$ 990.00
OPERATOR		10	0	$ 30.00	$ 300.00	0.65	$ 495.00
OPERATOR #2		10	0	$ 28.00	$ 280.00	0.65	$ 462.00
			0	$ 26.00	$ -	0.65	$ -
PIPE LAYER		10	0	$ 25.00	$ 250.00	0.65	$ 412.50
PIPE LAYER HELPER		10	0	$ 24.00	$ 240.00	0.65	$ 396.00
LABORER		10	0	$ 22.00	$ 220.00	0.65	$ 363.00
LABORER #2		10	0	$ 20.00	$ 200.00	0.65	$ 330.00
LABORER #3		10	0	$ 20.00	$ 200.00	0.65	$ 330.00
						Subtotal	$ 3,778.50
						Labor Markup (15%)	$ 566.78
						Total Labor	$ 4,345.28

MATERIAL

Description	Unit	Qty	Price	Amount
FERGUSON	LS	1	$ 32,685.00	$ 32,685.00
			$ -	$ -
			$ -	$ -
Subtotal				$ 32,685.00
Material Markup (15%)				$ 3,268.50
Total Material Cost				$ 35,953.50

Equipment Cost

Type	Hours	Rate	Amount
		$ 132.50	$ -
CAT 938 LOADER	10	$ 110.13	$ 1,101.30
CAT 315	10	$ 102.00	$ 1,020.00
FORD F250 W/ TOOLS	10	$ 50.00	$ 500.00
		$ -	$ -
Sub-Toal Equipment Cost		$	2,621.30
Equipment Markup (15%)		$	393.20
Total Equipment Cost		$	3,014.50

Subcontractor Cost

Sub	Description	Qty	Price	Amount
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			Subtotal	$ -
			Subcontractors Markup (15%)	$ -
			Total Subcontractors	$ -

Summary of Cost

Cost	Amount
Labor (incl. travel & subst.)	$ 4,345.28
Equipment	$ 3,014.50
Materials	$ 35,953.50
Subcontractors (TBD)	$ -
Bond	
Total Cost	$ 43,313.27
Production Rate/Shift	
Plan Quantity	
Total Cost	$ 43,313.27

Comments:

Docusign Envelope ID: 580F8293-372B-84B2-80C8-237EB25B5751

CHANGE ORDER #1

Date of Work: TBD

Project Name: COIT RD

Desription of Work: 24" line stop

Submitted: 4/3/2026

Name	Class	Hours Reg	Hours OT	Rate Reg.	Sub Total	Labor Burden	Total Labor
			0	$ -	$ -	0.65	$ -
FOREMAN		30	0	$ 60.00	$ 1,800.00	0.65	$ 2,970.00
OPERATOR		30	0	$ 30.00	$ 900.00	0.65	$ 1,485.00
OPERATOR #2		30	0	$ 28.00	$ 840.00	0.65	$ 1,386.00
			0	$ 26.00	$ -	0.65	$ -
PIPE LAYER		30	0	$ 25.00	$ 750.00	0.65	$ 1,237.50
PIPE LAYER HELPER		30	0	$ 24.00	$ 720.00	0.65	$ 1,188.00
LABORER		30	0	$ 22.00	$ 660.00	0.65	$ 1,089.00
LABORER #2		30	0	$ 20.00	$ 600.00	0.65	$ 990.00
LABORER #3		30	0	$ 20.00	$ 600.00	0.65	$ 990.00
						Subtotal	$ 11,335.50
						Labor Markup (15%)	$ 1,700.33
						Total Labor	$ 13,035.83

MATERIAL

Description	Unit	Qty	Price	Amount
AMRIZE CONCRETE	LS	1	$ 1,980.00	$ 1,980.00
US SHORING - TRENCH BOX	LS	1	$ 1,700.00	$ 1,700.00
			$ -	$ -
Subtotal				$ 3,680.00
Material Markup (15%)				$ 368.00
Total Material Cost				$ 4,048.00

Equipment Cost

Type	Hours	Rate	Amount
		$ 132.50	$ -
CAT 938 LOADER	30	$ 110.13	$ 3,303.90
CAT 315	30	$ 102.00	$ 3,060.00
FORD F250 W/ TOOLS	30	$ 50.00	$ 1,500.00
		$ -	$ -
Sub-Toal Equipment Cost		$	7,863.90
Equipment Markup (15%)		$	1,179.59
Total Equipment Cost		$	9,043.49

Subcontractor Cost

Sub	Description	Qty	Price	Amount
RANGELINE	LINE STOP	1	$ 30,483.00	$ 30,483.00
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			Subtotal	$ 30,483.00
			Subcontractors Markup (15%)	$ 4,572.45
			Total Subcontractors	$ 35,055.45

Summary of Cost

Cost	Amount
Labor (incl. travel & subst.)	$ 13,035.83
Equipment	$ 9,043.49
Materials	$ 4,048.00
Subcontractors (TBD)	$ 35,055.45
Bond	
Total Cost	$ 61,182.76

Production Rate/Shift		
Plan Quantity		
Total Cost	$	61,182.76

Comments:

MCMAHON CONTRACTING L.P.

PCO#005R1 - 24" Cut In Valve w. Line Stop

FROM: McMahon Contracting L.P.
3019 Roy Orr Blvd.
Grand Prairie, TX 75050
Phone: 956-525-2957
Fax: 972-264-0008

DATE: **4/9/2026**

PROJECT: **Coit Road**

TO: **City of Celina**

We hereby propose the following changes and/or additions to the original contract.

ITEM	DESCRIPTION	UNIT OF MEASURE	ORIGINAL QUANTITY	ADD/DEDUCT QUANTITY	REVISED QUANTITY	UNIT PRICE	NET COST CHANGE
NEW	24" Cut In Valve (Gate Valve)	EA	0	1.00	1.00	$122,354.34	$122,354.34
							$0.00
							$0.00

Additional working days required: **5**

TOTAL: **$122,354.34**

McMahon Contracting Rep:

Joe Alan Soto

Digitally signed by Joe Alan Soto
DN: C=US, E=joes@mcmahoncontracting.com, O=McMahon Contracting & Construction LLC, OU=McMahon Contracting & Construction LLC, CN=Joe Alan Soto
Date: 2026.04.09 11:09:20-05'00'

Customer:

25-015

Coit Road - Celina
DETAILED COST BREAKDOWN
24" Cut In Valve (Gate Valve)

LABOR

DESCRIPTION	QTY	UNIT	HR REQUIRED	Hr RATE	EXTENDED COST
Foreman - Utilities	1.00	HR	5	$ 42.50	$ 212.50
Laborer - Common	2.00	HR	5	$ 20.00	$ 200.00
					$ -
					$ -
					$ -
					$ -
					$ -
LABOR COST					$ 412.50
15% LABOR MARKUP					$ 61.88
55% LABOR BURDEN					$ 226.88
TOTAL LABOR COST					**$ 701.25**

EQUIPMENT

DESCRIPTION	QTY	UNIT	HR REQUIRED	HR RATE	EXTENDED COST
Foreman Truck	1.00	HR	5.00	$ 47.17	$ 235.85
					$ -
					$ -
					$ -
EQUIPMENT COST					$ 235.85
15% EQUIPMENT MARKUP					$ 35.38
TOTAL EQUIPMENT COST					**$ 271.23**

MATERIALS

DESCRIPTION	QTY	UNIT	UNIT COST	EXTENDED COST
				$ -
				$ -
				$ -
				$ -
				$ -
MATERIAL COST				$ -
15% MATERIAL MARKUP				$ -
TOTAL MATERIAL COST				**$ -**

SUBCONTRACTORS

DESCRIPTION	QTY	UNIT	UNIT COST	EXTENDED COST
24" Line Stop (Fourstar)	1.00	EA	$ 61,182.76	$ 61,182.76
Cut in 24" Gate Valve	1.00	EA	$ 43,313.27	$ 43,313.27
				$ -
SUBCONTRACTOR COST				$ 104,496.03
15% SUBCONTRACTOR MARKUP				$ 15,674.40
TOTAL SUBCONTRACTOR COST				**$ 120,170.43**

COST SUMMARY

TOTAL LABOR COST	$ 701.25	
TOTAL EQUIPMENT COST	$ 271.23	
TOTAL MATERIAL COST	$ -	
TOTAL SUBCONTRACTOR COST	$ 120,170.43	
1% BOND	$ 1,211.43	
TOTAL COST	**$ 122,354.34**	$ 122,354.34 EA

FOUR STAR EXCAVATING
6825 Levelland Rd., Suite 2B, Dallas, TX 75252

CHANGE ORDER

To:	JOE SOTO	C.O. No. :	1
Company	MCMAHON	Project:	COIT RD
Date:	April 3, 2026	City:	CELINA

No.	Description	Qty.	Unit M.	Unit	Extended
	Deduct:				
				$ -	$ -
				$ -	$ -
				$ -	$ -
	Add:				
	24" LINE STOP	1	EA	$ 61,182.76	$ 61,182.76
	CUT IN 24" ~~BUTTERFLY~~ VALVE	1	EA	$ 43,313.27	$ 43,313.27
	Gate Valve				
				Total:	**$ 104,496.03**

Number of Days Added to Contract: 4

EXCLUSIONS:

Note: Please sign and email back to our office at fourstarexcavating@gmail.com

Accepted By: _____ Title: _____

CHANGE ORDER #1

Date of Work: TBD Gate Valve

Project Name: COIT RD

Desription of Work: CUT IN 24" ~~BUTTERFLY~~ VALVE

Submitted: **4/3/2026**

Name	Class	Hours Reg	Hours OT	Rate Reg.	Sub Total	Labor Burden	Total Labor
			0	$ -	$ -	0.65	$ -
FOREMAN		10	0	$ 60.00	$ 600.00	0.65	$ 990.00
OPERATOR		10	0	$ 30.00	$ 300.00	0.65	$ 495.00
OPERATOR #2		10	0	$ 28.00	$ 280.00	0.65	$ 462.00
			0	$ 26.00	$ -	0.65	$ -
PIPE LAYER		10	0	$ 25.00	$ 250.00	0.65	$ 412.50
PIPE LAYER HELPER		10	0	$ 24.00	$ 240.00	0.65	$ 396.00
LABORER		10	0	$ 22.00	$ 220.00	0.65	$ 363.00
LABORER #2		10	0	$ 20.00	$ 200.00	0.65	$ 330.00
LABORER #3		10	0	$ 20.00	$ 200.00	0.65	$ 330.00
						Subtotal	$ 3,778.50
						Labor Markup (15%)	$ 566.78
						Total Labor	$ 4,345.28

MATERIAL

Description	Unit	Qty	Price	Amount
FERGUSON	LS	1	$ 32,685.00	$ 32,685.00
			$ -	$ -
			$ -	$ -
Subtotal				$ 32,685.00
Material Markup (15%)				$ 3,268.50
Total Material Cost				$ 35,953.50

Equipment Cost

Type	Hours	Rate	Amount
		$ 132.50	$ -
CAT 938 LOADER	10	$ 110.13	$ 1,101.30
CAT 315	10	$ 102.00	$ 1,020.00
FORD F250 W/ TOOLS	10	$ 50.00	$ 500.00
		$ -	$ -
Sub-Toal Equipment Cost		$	2,621.30
Equipment Markup (15%)		$	393.20
Total Equipment Cost		$	3,014.50

Subcontractor Cost

Sub	Description	Qty	Price	Amount
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			Subtotal	$ -
			Subcontractors Markup (15%)	$ -
			Total Subcontractors	$ -

Summary of Cost

Cost	Amount
Labor (incl. travel & subst.)	$ 4,345.28
Equipment	$ 3,014.50
Materials	$ 35,953.50
Subcontractors (TBD)	$ -
Bond	
Total Cost	$ 43,313.27
Production Rate/Shift	
Plan Quantity	
Total Cost	$ 43,313.27

Comments:

CHANGE ORDER #1

Date of Work: TBD

Project Name: COIT RD

Desription of Work: 24" line stop

Submitted: 4/3/2026

Name	Class	Hours Reg	Hours OT	Rate Reg.	Sub Total	Labor Burden	Total Labor
			0	$ -	$ -	0.65	$ -
FOREMAN		30	0	$ 60.00	$ 1,800.00	0.65	$ 2,970.00
OPERATOR		30	0	$ 30.00	$ 900.00	0.65	$ 1,485.00
OPERATOR #2		30	0	$ 28.00	$ 840.00	0.65	$ 1,386.00
			0	$ 26.00	$ -	0.65	$ -
PIPE LAYER		30	0	$ 25.00	$ 750.00	0.65	$ 1,237.50
PIPE LAYER HELPER		30	0	$ 24.00	$ 720.00	0.65	$ 1,188.00
LABORER		30	0	$ 22.00	$ 660.00	0.65	$ 1,089.00
LABORER #2		30	0	$ 20.00	$ 600.00	0.65	$ 990.00
LABORER #3		30	0	$ 20.00	$ 600.00	0.65	$ 990.00
						Subtotal	$ 11,335.50
						Labor Markup (15%)	$ 1,700.33
						Total Labor	$ 13,035.83

MATERIAL				
Description	**Unit**	**Qty**	**Price**	**Amount**
AMRIZE CONCRETE	LS	1	$ 1,980.00	$ 1,980.00
US SHORING - TRENCH BOX	LS	1	$ 1,700.00	$ 1,700.00
			$ -	$ -
Subtotal				$ 3,680.00
Material Markup (15%)				$ 368.00
Total Material Cost				$ 4,048.00

Equipment Cost			
Type	Hours	Rate	Amount
		$ 132.50	$ -
CAT 938 LOADER	30	$ 110.13	$ 3,303.90
CAT 315	30	$ 102.00	$ 3,060.00
FORD F250 W/ TOOLS	30	$ 50.00	$ 1,500.00
		$ -	$ -
Sub-Toal Equipment Cost		$	7,863.90
Equipment Markup (15%)		$	1,179.59
Total Equipment Cost		$	9,043.49

Subcontractor Cost				
Sub	**Description**	**Qty**	**Price**	**Amount**
RANGELINE	LINE STOP	1	$ 30,483.00	$ 30,483.00
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			Subtotal	$ 30,483.00
			Subcontractors Markup (15%)	$ 4,572.45
			Total Subcontractors	$ 35,055.45

Summary of Cost	
Cost	Amount
Labor (incl. travel & subst.)	$ 13,035.83
Equipment	$ 9,043.49
Materials	$ 4,048.00
Subcontractors (TBD)	$ 35,055.45
Bond	
Total Cost	$ 61,182.76
Production Rate/Shift	
Plan Quantity	
Total Cost	$ 61,182.76

Comments:

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:
2026-1457077

Date Filed:
05/05/2026

Date Acknowledged:
05/05/2026

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

McMahon Contracting, LP
Grand Prairie, 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, Texas

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.

R57
Coit Road Reconstruction Change Order

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)

The Celina Purchasing Department has Received and Acknowledged this Form 1295 as required by Texas Government Code, Section 2252.908. Forms are acknowledged through the Ethics Commission website, and the final acknowledged form does not include a signature. The original document is on file in the bid folder and includes the required signature.

_____
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: May 12, 2026

Agenda Item:
Consider and act to authorize Amendment 2 to add the Guaranteed Maximum Price (GMP) for the construction of the Old Celina Park playground through the Construction Manager At Risk, Dean Construction, in the amount of $113,170.12. (Oduro)

Background Information:
On June 13, 2023, City Council approved an agreement for Construction Manager at Risk (CMAR) services with Dean Construction for the Old Celina Park Playground Improvements. The guaranteed maximum price (GMP) prior to this change order was $7,232,250.20.

The proximity of the new playground to the existing detention pond triggered the need to install a fence for the playground along the pond. This change order includes several remaining project items in addition to the fence requiring allocation from the contingency budget.

These items include the fencing around the playground, the rerouting of the existing electric line serving the sports field lighting from under the playground surface, the installation of the Texas Parks and Wildlife Department (TPWD) sign as part of the grant obligations and the replacement of a sidewalk near the existing pavilion.

The contingency amount remaining in the project is $25,319.63. The total amount to be billed for these additional items is $138,489.75, resulting in a net change order of $113,170.12.

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

Supporting Documents:
1. Staff Presentation
2. Change Order

3. Form 1295

Financial Consideration:
Funding is available through a Texas Parks and Wildlife Department (TPWD) grant. Expenditures will not exceed the appropriated funds, and funds will be committed upon issuance of a purchase order.

Staff Recommendation:
Staff recommends approval.



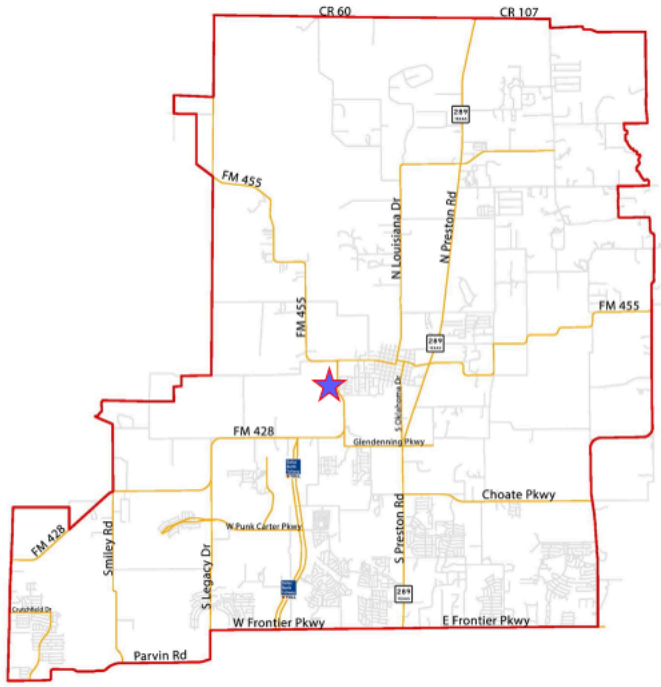
Old Celina Playground Guaranteed Maximum Price (GMP)

Amendment 2

May 12, 2026

Catherine Oduro, P.E., PMP, CFM
Interim Director of Engineering

Location Map





Background

- ☆ June 13, 2023- City Council approved an agreement for Construction Manager at Risk (CMAR) services with Dean Construction for the Old Celina Park Playground Improvements.

- ☆ The guaranteed maximum price (GMP) prior to this change order was $7,232,250.20.

- ☆ The proximity of the new playground to the existing detention pond triggered the need to install a fence for the playground along the pond

- ☆ This final change order includes several remaining project items in addition to the fence which exceed the available 3% contingency budget

Scope of work

- ☆ Fencing around new playground and in front of pond Option 2 and 3 **($89,500)**
- ☆ Removal and replacement of existing electric line for Sports Field lighting **($42,060)**
- ☆ Installation of Texas Park and Wildlife Department (TPWD) Sign **($300)**
- ☆ Sidewalk addition at pavilion area **($6,629.75)**

GMP Amendment 2

A | Remaining Contingency Funds:
$25,319.63

B | Total billed for additional work:
$138,489.75

C | Total change order:
$113,170.12



Thank You!

Life Connected.

CCO #002

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

Project: P13 - Old Celina Park Playground
12670 FM 428
Celina, Texas 75009
Phone: 972-382-2682

Contract Change Order #002: CE #007 - Change Order to Add Contingency Funds

CONTRACT COMPANY:	**Dean Construction** 701 Hall Street Cedar Hill, Texas 75104	**CONTRACT FOR:**	SC-P13-001:Old Celina Park Playground
DATE CREATED:	4/01/2026	**CREATED BY:**	Dayshoun Richard **(City of Celina)**
CONTRACT STATUS:	Approved	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	04/23/2026
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	Yes	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$113,170.12

DESCRIPTION:
CE #007 - Change Order to Add Contingency Funds
Additional contingency funds for
1. Fencing around new playground and in front of pond Option 2 and 3 ($89,500)
2. Removal and replacement of existing electric line for Sports Field lighting ($42,060)
3. TPWD Sign ($300)
4. Sidewalk addition at pavilion area ($6,629.75)
Total remaining contingency to bill $138,489.75
Remaining funds in contingency $25,319.63
Net contingency funds to change order to contract $113,170.12

ATTACHMENTS:
OCP Playground Amendment 2 GMP Updated.pdf, RFI-001---Electric-Cable-for-Sports-Field-Lights---06.07.2024.pdf, 2.-Old-Celina-Park---Demo-Plan---Electric-Line-Proposed-Route-rev-1.pdf, 3.-24-403-CH001-Re-Route-Soccer-Light-Feeds.pdf, 1.-Old-Celina-Park-Existing-Condition---Nema-3-Map.pdf, Permanent-Sign-Sample.pdf, 34964.012 - OCP - ADD FENCE - with Notes (1).pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	1-29-12.C Contingency.Construction	Contingency	$113,170.12
		Grand Total:	**$113,170.12**

The original (Contract Sum)	$ 6,903,511.55
Net change by previously authorized Change Orders	$ 0.00
The contract sum prior to this Change Order was	$ 6,903,511.55
The contract sum will be increased by this Change Order in the amount of	$ 113,170.12
The new contract sum including this Change Order will be	$ 7,016,681.67
The contract time will not be changed by this Change Order.	

Life Connected.

CCO #002

DocuSigned by:
912E2F72298142A...

4/28/2026

DocuSigned by:
catherine oduro
3DE1CF956963430...

4/29/2026

DocuSigned by:
Dayshown Richard
E120CE7166784AA...

4/29/2026

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

SIGNATURE **DATE**

Dean Construction
701 Hall Street
Cedar Hill, Texas 75104

Signed by:
kirsten George
7E2456409424 4E0...

4/28/2026

SIGNATURE **DATE**

Docusign Envelope ID: 958A3FAD-A67B-83CC-82BD-07E6DFE9B3F9

AMENDMENT TO CONTRACT

CONSTRUCTION MANAGER AT RISK

Amendment 2 - GMP

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and Dean Construction (hereinafter referred to as the "Contractor/Provider") for Old Celina Park Playground Improvements, P13, (hereinafter referred to as the "Services"), the Owner and the Provider hereby agree as follows:

AGREEMENT

Amendment 2 modifies the following conditions to the original contract.

1. Article 1, item 8: Add

a. Amendment 2: GMP

2. Guaranteed Maximum Price: $113,170.12

3. Exhibit 1 to Amendment 2

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

_____

Robert Ranc - City Manager

Printed Name & Title

_____

Date

PROVIDER

Signed by:
kirsten George
7E24564094244E0...

Kirsten George - Director of Operations

Printed Name & Title

4/28/2026

Date

Docusign Envelope ID: 958A3FAD-A67B-83CC-82BD-07E6DFE9B3F9

GMP Breakdown		
Item	**Description**	**Amount**
Fencing – Option 2 & 3	513 LF of mowstrip and fence; demo 69 LF of existing mowstrip; demo existing wood and stone masonry fence; new landscape area planted with similar native grasses; existing irrigation revised and new landscape irrigation installed in new areas.	$89,500.00
Electric	Remove and replace existing electric line for sports field lighting.	$42,060.00
TPWD Sign	Provide and install permanent TPWD sign.	$300.00
Sidewalk Addition	Sidewalk addition at pavilion area.	$6,629.75
Subtotal		**$138,489.75**
Deduct – Remaining Contingency Funds	Deduct remaining funds in contingenc	**-$25,319.63**
	GMP TOTAL	**$113,170.12**

Docusign Envelope ID: 958A3FAD-A67B-83CC-82BD-07E6DFE9B3F9

Request for Information

From: Dean Electric Inc. dba Dean Construction
701 Hall Street
Cedar Hill, TX 75104

To: Halff Associates

Project: Old Celina Park Playground
12670 FM 428
Celina, TX 75009

RFI No.	1
Date	6/7/2024
Requested Reply Date	6/13/2024

RFI Description: Removal and replacement of existing electric line for Sports Field lighting

Nema 3, the electrical contractor, has located the electric lines at the site, see attachment #1 "Old Celina Park - Existing Conditions - Nema 3 Map" of map location of cables. As electric cables feeding the sports lighting for the soccer fields north of our worksite location currently run through our work area, we anticipate 4 months to complete moisture conditioning and restore electricity to the sports field lights.

Reference Attachments (if applicable):

1. Old Celina Park - Existing Condition - Nema 3 Map
2. Old Celina Park - Demo Plan Electric Line Proposed Route
3. 24-403-CH001 Re-Route Soccer Light Feeds

Sender's Recommendation: Fully describe the possible corrections and any cost/schedule changes associated.

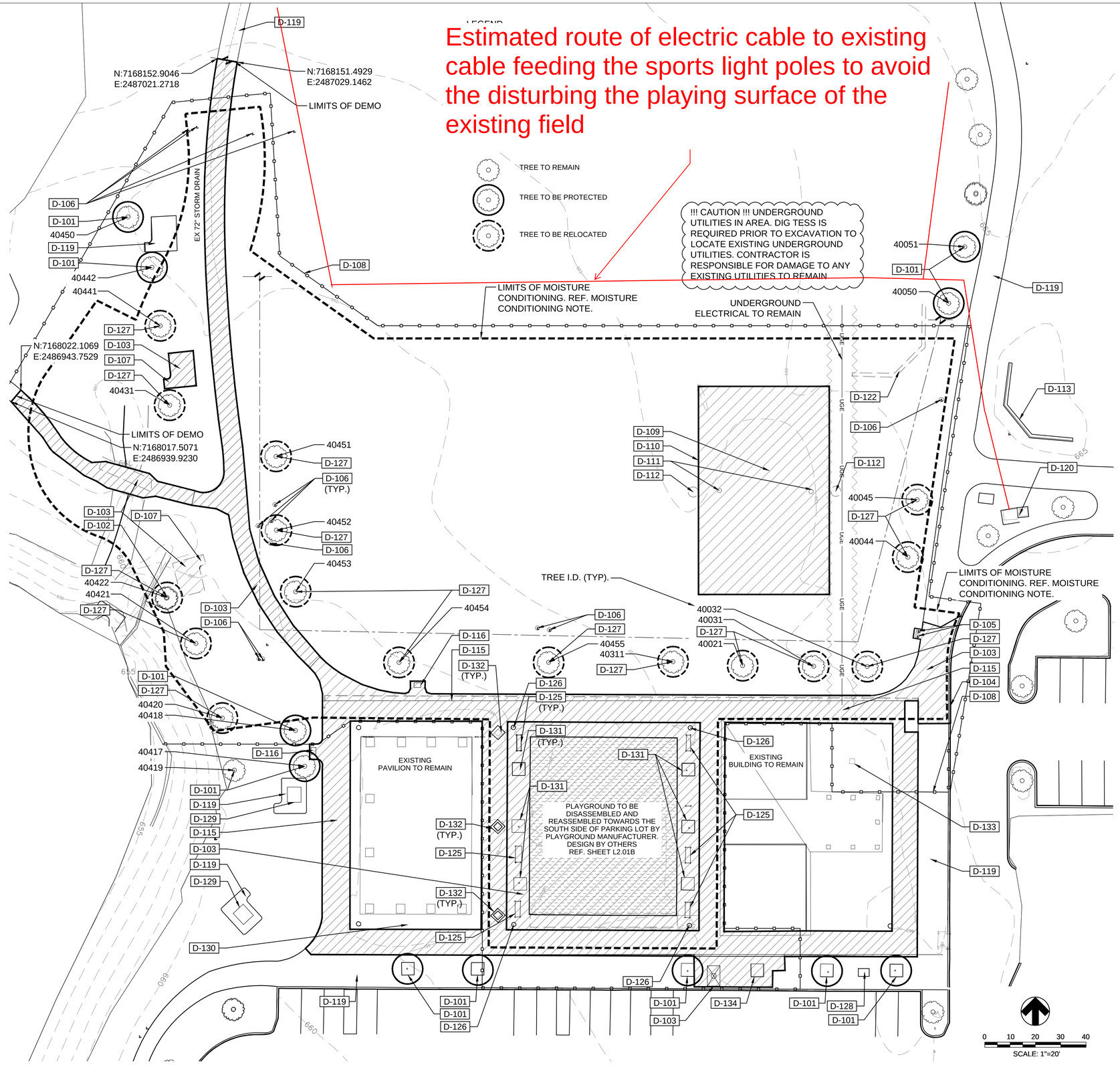
As the city has noted they have scheduled to utilize the fields and will need lighting in the upcoming months, we recommend re-routing the line north of our work area, as indicated in the attachment #2. "Old Celina Park - Demo Plan Electric Line Proposed Route". This would reduce the amount of time the lights are off to a few days and get the wires out from under the playground / rubber surface in case there is a problem in the future. Please see attachment #3 "24-403-CH001 Re-Route Soccer Light Feeds" quote from Nema 3 to perform this work.

Receiver's Reply: Provide answer to RFI, including cost or schedule considerations.

Note: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the contract documents, a change order, construction change directive in the work those must be executed in accordance with the contract documents.

Docusign Envelope ID: 958A3FAD-A67B-83CC-82BD-07E6DFE9B3F9

Estimated route of electric cable to existing cable feeding the sports light poles to avoid the disturbing the playing surface of the existing field



REFERENCE NOTES SCHEDULE	
	DEMOLITION
SYMBOL	DESCRIPTION
D-101	EXISTING TREE TO REMAIN / PROTECTED, REF. NOTE 1
D-103	EXISTING CONCRETE PAVING TO BE REMOVED
D-104	CONCRETE CURB TO BE REMOVED
D-105	IRRIGATION CONTROLLER TO BE RELOCATED. REF. NOTE 2
D-106	IRRIGATION CONTROL VALVE TO BE RELOCATED. REF. NOTE 2
D-107	BBQ GRILL TO BE REMOVED
D-108	PERIMETER FENCING / TEMPORARY CONSTRUCTION FENCING
D-109	SAND VOLLEYBALL TO BE REMOVED
D-110	CONCRETE MOW STRIP TO BE REMOVED
D-111	VOLLEYBALL NET POLES TO BE REMOVED
D-112	LIGHT POLES AND CONCRETE BASE TO BE REMOVED. REF. NOTE 3
D-113	EXISTING BACKSTOP TO REMAIN
D-115	EXISTING BRICK PAVING TO BE REMOVED
D-116	EXISTING BBQ GRILL TO BE RELOCATED. REF. NOTE 3
D-117	EXISTING IRRIGATION CONTROL VALVES TO REMAIN
D-119	EXISTING CONCRETE PAVEMENT TO REMAIN
D-120	EXISTING UTILITY BOXES TO REMAIN
D-122	REMOVE BACKSTOP AND CONCRETE FOOTING
D-125	EXISTING BENCHES TO BE REMOVED, REF. NOTE 4
D-126	EXISTING LIGHT POLES TO BE REMOVED, (TYP.)
D-127	EXISTING TREE TO BE RELOCATED. ALL TREE RELOCATIONS TO BE DETERMINED BY THE CITY. REF. NOTE 5
D-128	BIKE REPAIR STATION TO REMAIN
D-129	PICNIC TABLES TO BE REMOVED, REF. NOTE 4
D-130	EXISTING CONCRETE APRON AROUND PAVILION TO REMAIN
D-131	TREES AND LANDSCAPE TO BE REMOVED IN THIS AREA
D-132	AREA DRAINS TO BE REMOVED
D-133	AREA DRAINS TO REMAIN AND DRAIN LINE TO STAY INTACT
D-134	TREE GRATE TO BE REMOVED

TAG	COMMON	SCIENTIFIC NAME	DBH (IN)	STATUS
40021	Shumard Oak	*Quercus shumardii*	6	Relocate
40031	Cedar Elm	*Ulmus crassifolia*	12	Relocate
40032	Shumard Oak	*Quercus shumardii*	8	Relocate
40044	Live Oak	*Quercus virginiana*	8	Relocate
40045	Live Oak	*Quercus virginiana*	6	Relocate
40050	Cedar Elm	*Ulmus crassifolia*	10	Protect
40051	Cedar Elm	*Ulmus crassifolia*	8	Protect
40311	Cedar Elm	*Ulmus crassifolia*	12	Relocate
40417	Shumard Oak	*Quercus shumardii*	4	Protect
40418	Shumard Oak	*Quercus shumardii*	4	Protect
40419	Live Oak	*Quercus virginiana*	10	Remain
40420	Cedar Elm	*Ulmus crassifolia*	8	Relocate
40421	Cedar Elm	*Ulmus crassifolia*	8	Relocate
40422	Shumard Oak	*Quercus shumardii*	6	Relocate
40431	Cedar Elm	*Ulmus crassifolia*	8	Relocate
40441	Arizona Ash	*Franxinus velutina*	12	Relocate
40442	Cedar Elm	*Ulmus crassifolia*	8	Protect
40450	Cedar Elm	*Ulmus crassifolia*	8	Protect
40451	Bur Oak	*Quercus macrocarpa*	8	Relocate
40452	Shumard Oak	*Quercus shumardii*	4	Relocate
40453	Arizona Ash	*Franxinus velutina*	10	Relocate
40454	Cedar Elm	*Ulmus crassifolia*	6	Relocate
40455	Cedar Elm	*Ulmus crassifolia*	8	Relocate
40456	Bur Oak	*Quercus macrocarpa*	6	Protect

DETAIL DEMOLITION NOTES

1. REFER TO SHEET L9.04 FOR TREE PROTECTION FENCING DETAIL.
2. REFER TO SHEET L10.01 FOR IRRIGATION MODIFICATIONS.
3. REFER TO SHEET L4.02 FOR RELOCATION OF BBQ GRILL.
4. ALL EXISTING SITE FURNITURE TO BE REMOVED AND RETURNED TO OWNER.
5. REFER TO SHEET C1.00 FOR EXISTING TREE RELOCATION.
6. CONTRACTOR TO PROVIDE ACCESS TO RESTROOM BUILDING THROUGHOUT CONSTRUCTION.
7. THE PLAYGROUND IS TO BE DISASSEMBLED AND RELOCATED TO THE SOUTH SIDE OF PARKING LOT. REFERENCE L2.01B FOR APPROXIMATE LOCATION
8. SOIL CONDITIONING - THE ENTIRE AREA WITHIN THE SOIL CONDITIONING LINE WILL BE EXCAVATED TO A DEPTH OF 7.5' PER GEOTECHNICAL REPORT, REFER TO SPECIFICATION SECTIONS 329113 SOIL PREPARATION
9. CONTRACTOR SHALL SECURE CONSTRUCTION SITE WITH PERIMETER FENCE THROUGHOUT THE REMAINDER OF CONSTRUCTION
10. EXISTING BUILDING AND FOUNDATION TO BE PROTECTED FROM DAMAGE DURING DEMOLITION OF SIDEWALK / BRICK PAVERS.

OLD CELINA PARK
PLAYGROUND IMPROVEMENTS
Celina, Texas

CELINA TEXAS est 1876

Life Connected.

halff
1201 NORTH BOWSER RD.
RICHARDSON, TEXAS 75081-2275
TEL: (214) 346-6200

Revision No.	Date	Description

REGISTERED LANDSCAPE ARCHITECT
JUSTIN B. MARSTON
3161
STATE OF TEXAS
12/20/2023

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JUSTIN B. MARSTON, R.LA. #3161 ON 12/20/2023. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE LANDSCAPE ARCHITECT IS AN OFFENSE UNDER THE TEXAS OCCUPATIONS CODE, CHAPTER 3 LANDSCAPE ARCHITECTS. THE RECORD COPY OF THIS DRAWING IS ON FILE AT THE OFFICES OF HALFF ASSOCIATES, INC., 1201 NORTH BOWSER, RICHARDSON, TEXAS 75081.
TBPE FIRM #F-312

Project No.:	34964.005
Issued:	12/20/2023
Drawn By:	CAD
Checked By:	JBM
Scale:	AS NOTED
Sheet Title	DEMO PLAN
Sheet Number	L2.01A
Page Number	

APPROVED FOR CONSTRUCTION 5/20/2024

Docusign Envelope ID: 958A3FAD-A67B-83CC-82BD-07E6DFE9B3F9

NEMA 3 Electric, Inc.

4181 Old Hwy 67, Midlothian, TX 76065 • 972-723-1180 • Fax 972-723-1181 Contractors

PROPOSAL
Change Order

June 6, 2024, 24-403-CH001

Dean Construction
Attn: Greg Firebaugh
Email: greg@dean-construction.com

RE: Old Celina Park
Change Order

Quote $42,060.00 to re-route the conduit and conductors out of the moisture conditioning area, for the soccer field light poles.

Includes:

- Trench
- Bore
- Conduit
- Wire
- Inground boxes
- Misc. Material
- Labor

Excludes:

- Any other work not stated above.
- Engineering
- Sales tax, bonding
- Permit fees

Regards,
Buddy Norris
Nema3 Electric, Inc.

Upon payment we will transfer manufacturers' warranties to the Owner. EXCEPT FOR TRANSFERABLE MANUFACTURER'S WARRANTIES WE ARE NOT RESPONSIBLE FOR INJURIES OR LOSSES DUE TO DESIGN, MANUFACTURING OR OTHER DEFECTS IN THE MATERIALS DESIGNATED OR SPECIFIED BY CONTRACTOR, OWNER OR THEIR AGENTS. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.
Note: We may withdraw this proposal if not accepted within seven days.

***We cannot start work until a signed proposal with a Customer Purchase Order Number is received.**

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted, you are authorized to do the work as specified, payment will be made as outlined above.

***Customer Purchase Order Number:** _____

Date of Acceptance: _____ Total Amount Accepted: _____

_____ _____
Signature Printed Name & Title

Docusign Envelope ID: 958A3FAD-A67B-83CC-82BD-07E6DFE9B3F9

Untitled Map

Write a description for your map.

(1) 1 1/4 conduit with (3) #3 & (1) #4 Ground
(1) 1 1/4 conduit with (3) #6 & (1) #8 Ground

(2) 1 1/4 conduit with (3) #4 & (1) #6 Ground
(2) 1 1/4 conduit with (3) #6 & (1) #8 Ground
(1) 1 conduit with (2) #10 & (1) #10 Ground

Legend
Celina Volleyball Court

Event Outlets

Receptacle Rack

Soccer Enclosure
Celina Volleyball Court

Small Transformer

Large Transformer

Large Inground Box

Concession/Restroom Feeder
Feeds from 400-amp 3 pole breaker in the Soccer Enclosure
(1) 4" conduit with (4) 600 kcmil
(1) 4" conduit Empty

Pavilion Lighting and Receptacles

Electrical Room

Google Earth

N

100 ft

Docusign Envelope ID: 958A3FAD-A67B-83CC-82BD-07E6DFE9B3F9

LOCAL PARK GRANTS PROGRAM
Sample PERMANENT Project Signs

The permanent project sign should be installed when construction is complete, and remains in place in perpetuity. It is recommended that you submit a proof of the sign for your project, prior to having it manufactured to ensure the minimum requirements have been met.

PERMANENT SIGN (Minimum Size – 18" x 24"). Other information can be included on the sign, but the information on the sample MUST be included on the posted sign.

For logo art work, contact us at 512-389-8224 or by email at rec.grants@tpwd.texas.gov.

For **state funded** projects; those project numbers beginning with **50-**, **51-**, **54-**, **55-**, or **56-**; see the sample below:

TEXAS PARKS & WILDLIFE

PROJECT NAME

A TEXAS LOCAL PARK GRANT PROJECT

Funded in part from a portion of the state sales tax on sporting goods
Administered by Recreation Grants Branch

For **federally funded** projects; those project numbers beginning with **48-**; see the sample below:

TEXAS PARKS & WILDLIFE

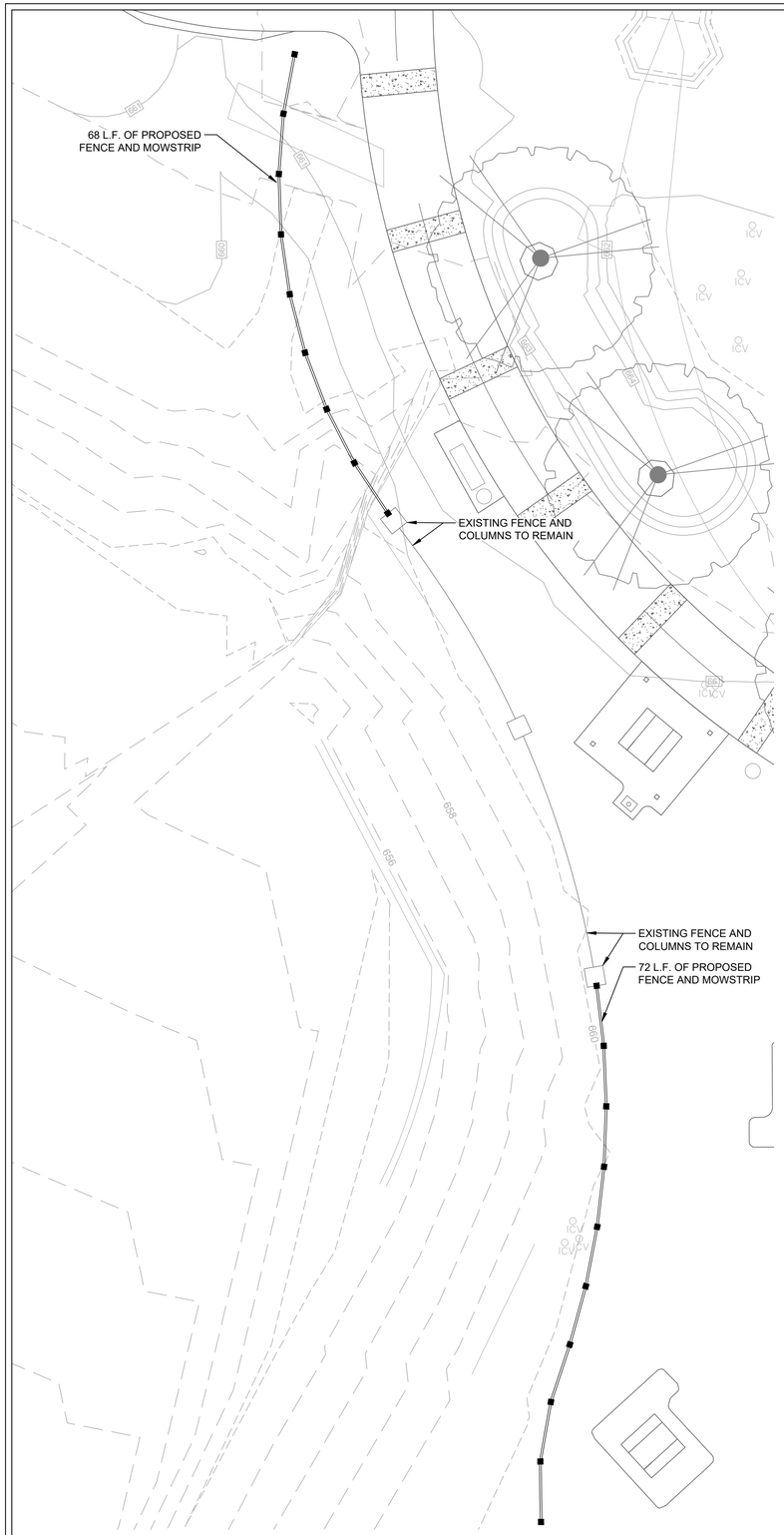
PROJECT NAME

LAND & WATER CONSERVATION FUND

A LAND AND WATER CONSERVATION FUND PROGRAM PROJECT

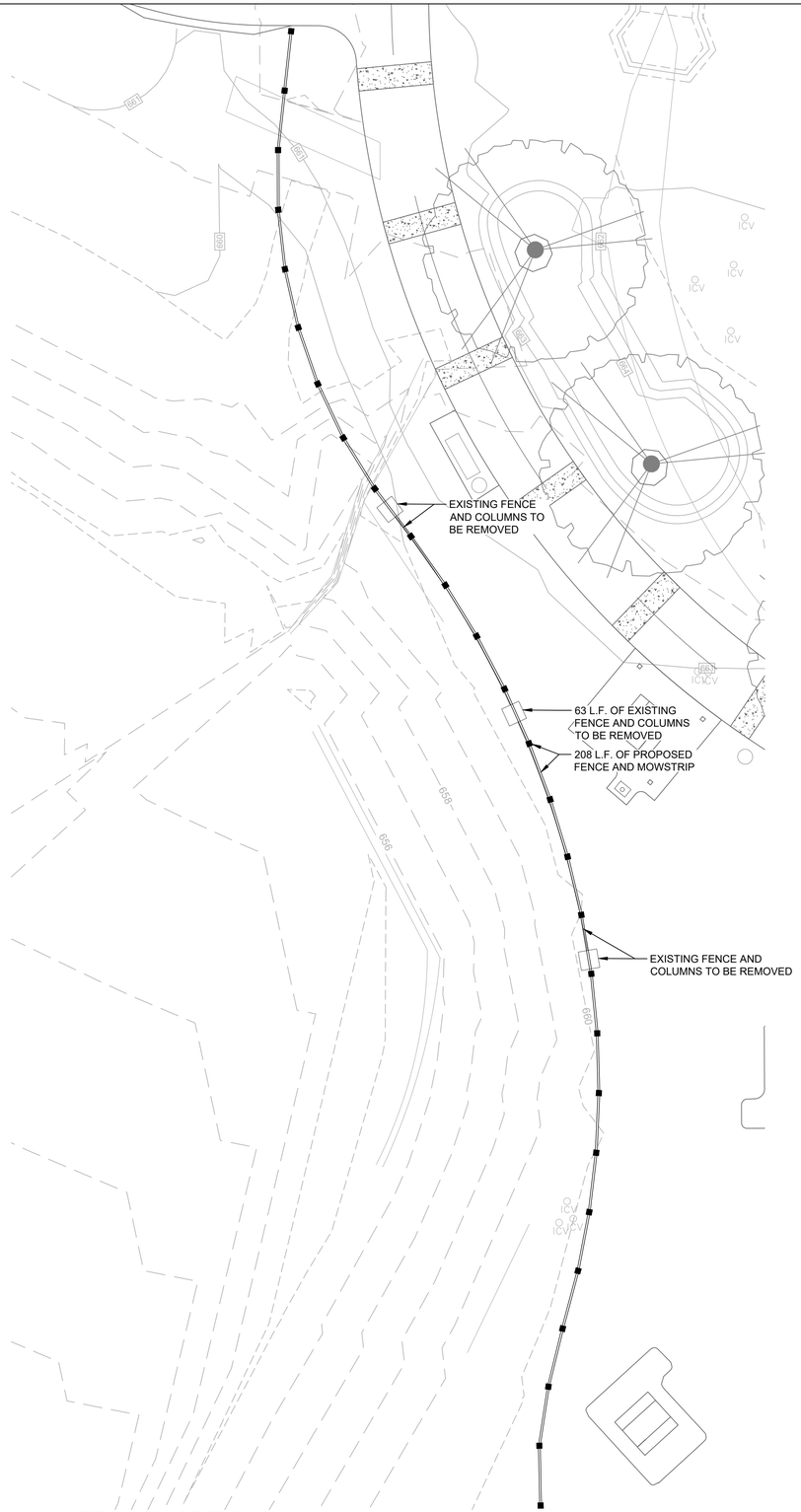
Funding Assistance through
U.S. Department of the Interior, National Park Service
Administered by TPWD, Recreation Grants Branch

Docusign Envelope ID: 958A3FAD-A67B-83CC-82BD-07E6DFE9B3F9



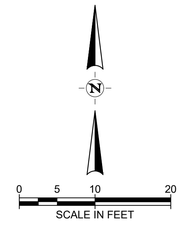
1 FENCE OPTION 1

1"=10'



2 FENCE OPTION 2

1"=10'



OLD CELINA PARK

OLD CELINA PARK - ADDITIONAL FENCE
CELINA, TEXAS

CLIENT LOGO

CITY OF CELINA
142 N OHIO ST
CELINA, TX 75009

halff
2380 PERFORMANCE DR.
BUILDING C, SUITE 150
RICHARDSON, TX 75082
TEL: (214) 346-6200

REVISION		
NO.	DATE	DESCRIPTION

PRELIMINARY

FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

NAME — LICENSE No.
NAME — XX LICENSE NO.
12/8/2025
DATE
XX — XX
FIRM / BUSINESS NO. — STATE

PROJECT NO.:	34964.012
ISSUED:	--
DRAWN BY:	LJO
CHECKED BY:	LJO
SCALE:	1" = 10'

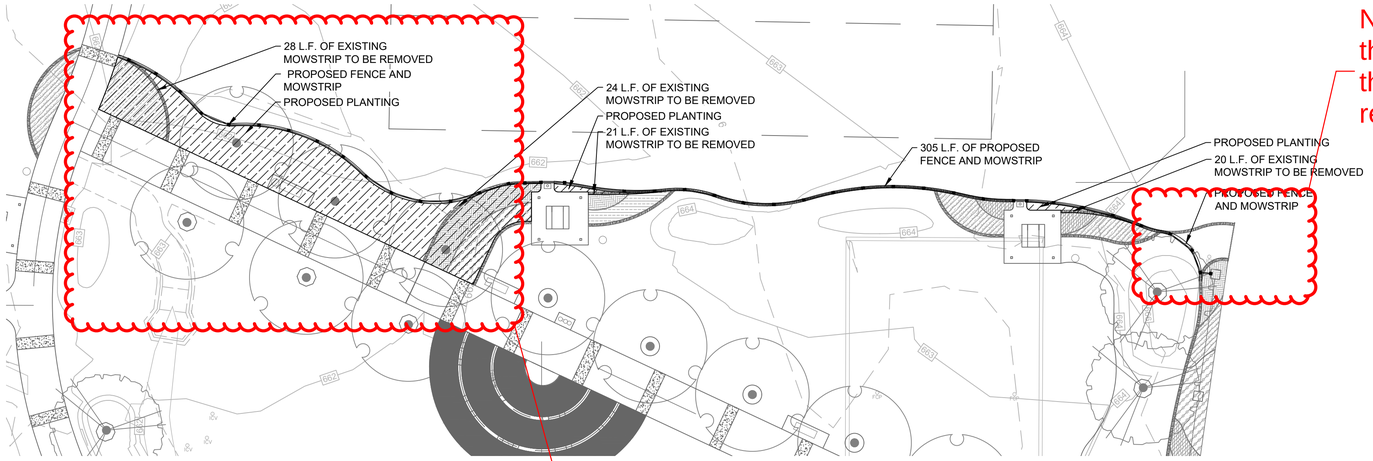
SHEET TITLE:

HARDSCAPE OPTIONS

L101

FILE NAME: A:\34000s\34964\012\LA\CADD\Sheets\L-PLAN-HARD-OPTS-34964.012.dwg DATE: December 8, 2025, TIME: 2:33 PM, USER: ah1295

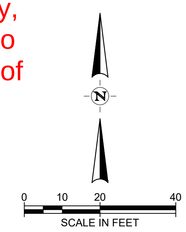
Docusign Envelope ID: 958A3FAD-A67B-83CC-82BD-07E6DFE9B3F9



1 FENCE OPTION 3

1"=20'

Note: As per recent discussion with the city, the fence should follow existing mowstrip to the sidewalk to avoid additional expenses of removal and replacement of synthetic turf.



Note: New native grass landscaping and revisions for irrigation pricing assumes similar native grasses and movement of existing heads and new irrigation for the new landscape beds.

OLD CELINA PARK
OLD CELINA PARK - ADDITIONAL FENCE
CELINA, TEXAS

CLIENT LOGO

CITY OF CELINA
142 N OHIO ST
CELINA, TX 75009

halff
2380 PERFORMANCE DR.
BUILDING C, SUITE 150
RICHARDSON, TX 75082
TEL: (214) 346-6200

REVISION NO.	DATE	DESCRIPTION

PRELIMINARY

FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

NAME — LICENSE No.
NAME — XX LICENSE NO.
12/8/2025 — DATE
XX — XX
FIRM / BUSINESS NO. — STATE

PROJECT NO.:	34964.012
ISSUED:	--
DRAWN BY:	LJO
CHECKED BY:	LJO
SCALE:	1" = 20'

SHEET TITLE:

HARDSCAPE OPTIONS

L102

FILE NAME: A:\34000s\34964\012\LA\CADD\Sheets\L-PLAN-HARD-OPTS-34964.012.dwg DATE: December 8, 2025, TIME: 2:34 PM, USER: ah1295

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:
2026-1457192

Date Filed:
05/05/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Dean Electric, Inc. dba Dean Construction
Cedar Hill, 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.
2023-043
OCP CO2 - Contingency Increase

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 Tyler Firebaugh, and my date of birth is 9/2/1986.

My address is 701 Hall St., Cedar Hill (city), TX (state), 75104 (zip code), US (country).

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

Executed in Dallas County, State of Texas, on the 5th day of May (month), 20 26 (year).

Tyler Firebaugh
Signature of authorized agent of contracting business entity
(Declarant)

Life Connected.

Engineering (Purchasing)
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: May 12, 2026

Agenda Item:
Consider and act to authorize a cost share agreement with Michael Millen Revocable Trust for the construction and upsize of the proposed eight-inch waterline running from the east side of Preston Hills Circle to approximately 370' west of Twin Lakes Drive to a 12-inch waterline in an amount not to exceed $79,040.33. (Oduro)

Background Information:
The Michael Millen Revocable Trust is developing the tract of land on E Frontier Parkway (FM 1461) between the intersections of Preston Hills Circle and Twin Lakes Drive. The City has required the developer to upsize the existing six-inch (6") waterline in front of their development to an eight-inch (8") waterline and dedicate an easement on the north side of E Frontier Parkway (FM 1461) to meet the City's minimum design standards. The City's Water Master Plan shows that future demand dictates the need for a twelve-inch (12") waterline in this same area. The proposed agreement will facilitate the cost-sharing of the costs to upsize approximately 1,025 linear feet of the required eight-inch (8") water line to a twelve-inch (12") water line within the proposed. It also covers the design and construction of approximately 500 linear feet of new 12" waterline from the western edge of the development to Preston Hills Circle.

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

Supporting Documents:
1. Staff Presentation
2. Reimbursement Agreement

Financial Consideration:

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

Staff Recommendation:
Staff recommends approval of the agreement.



Millen Farms Waterline Upsize and Extension

Preston Hills Circle to Twin Lakes Drive

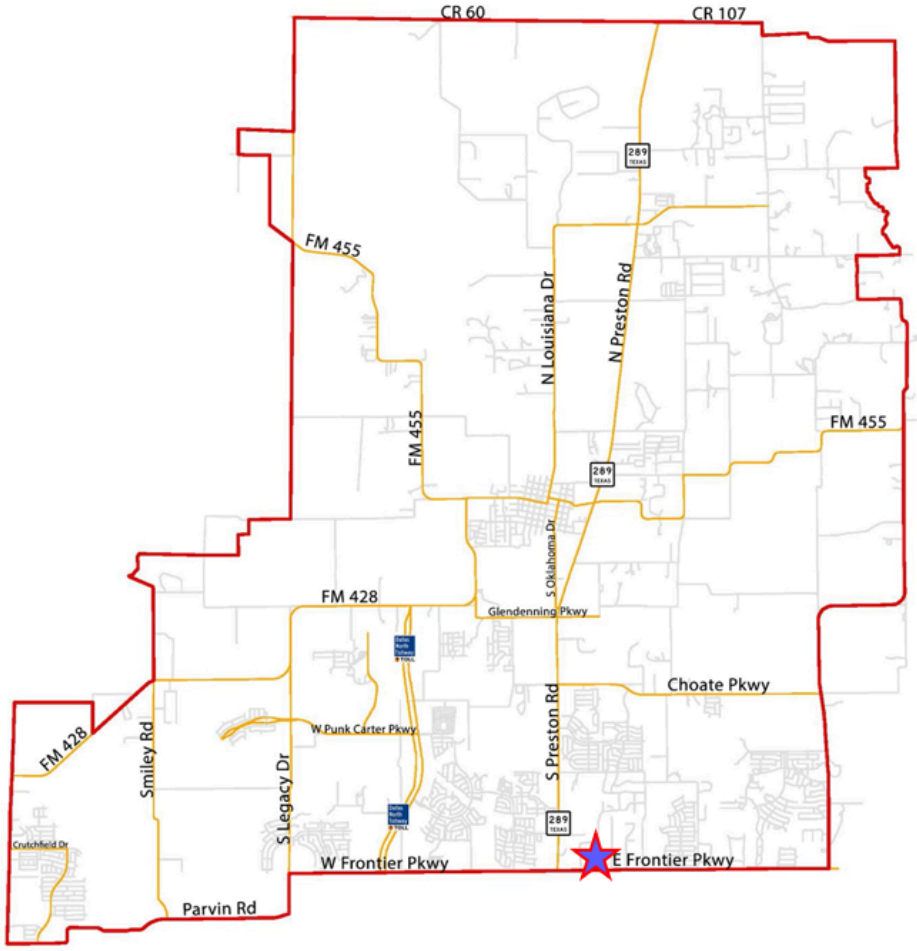
Cost Share Agreement

May 12, 2026

Catherine Oduro, PE, PMP, CFM
Interim Director of Engineering

Location Map

North Side of Frontier Parkway (FM 1461) between Twin Falls and Preston Hills Circle



Background

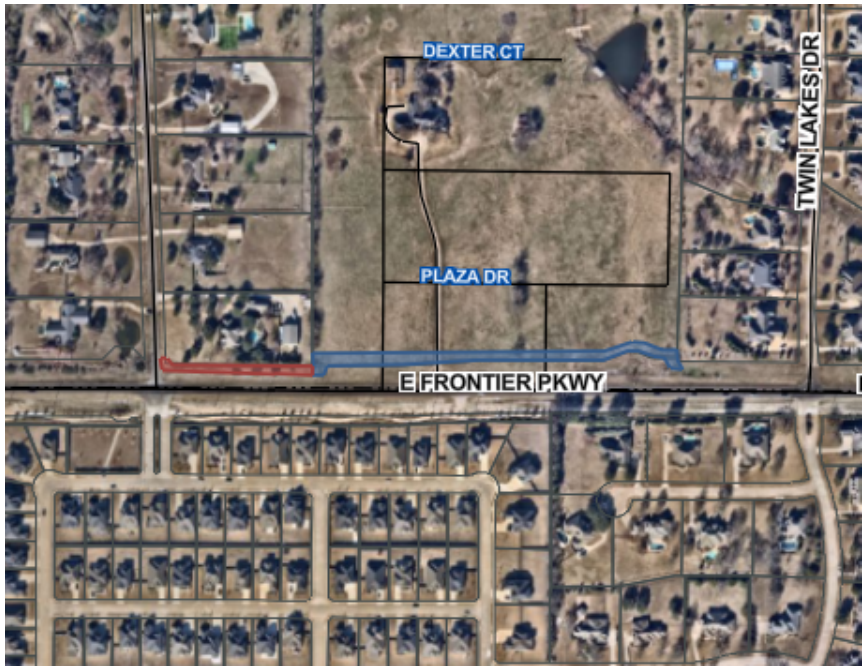
- August 10, 2021- Council approves initial design services for the relocation and upsizing of the 6-inch water line along FM 1461 (Frontier Parkway) from Preston Hills to Lilyana
- May 13, 2025- Council approves Development Agreement for Millen Farms
- July 17, 2025- Council approved the Zoning for Millen Farms.
- The water line up-size and relocation plans have been reviewed by staff and align with Texas Department of Transportation (TxDOT) relocation.

Scope of Work

A | 1,000+ LF of waterline upsizing (blue line)

B | ~500 LF of waterline relocation (additional offsite work)- (red line)

C | Improvements move the waterline out of conflict with FM 1461 future widening project.



Fee Summary

A | Relocating existing 6" under future pavement to 12" in the Parkway

$41,663.71 for new line placement (12") and removal of existing (6")

B | Upsizing 8" to 12"

$37,376.62 for increase in size along property boundaries

C | TOTAL Fee: $79,040.33



Thank You!

REIMBURSEMENT AGREEMENT
FOR PUBLIC IMPROVEMENTS

THIS REIMBURSEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS (herein this "Agreement"), is made and entered into this _____, 2026 (the "Effective Date") between the City of Celina, Texas, a Texas home-rule municipality (the "City"), and Millen Farms SF, Ltd., a Texas limited partnership (the "Developer"). City and Developer are each a "Party" and sometimes collectively referred to as the "Parties".

WHEREAS, Michael Millen Revocable Trust (the "Trust") and the City entered into that certain Development Agreement dated May 13, 2025, and recorded as instrument number 2025000061796 in the Real Property Records of Collin County, Texas (the "Development Agreement"), as assigned by Trust to Developer pursuant to that certain Assignment of Development Agreement dated September 13, 2025 as described in Notice of Assignment dated August 20, 2025 recorded as instrument number 2025000133322 in the Real Property Records of Collin County, Texas; and

WHEREAS, the City has required that Developer construct a 12-inch water line as part of the water line improvements as shown on **Exhibit A** (the "Water Line Improvements") in connection with Developer's development of the Property (as defined in the Development Agreement), where standard City requirements only call for an 8-inch line, and, in accordance with Article II, Section 2.1(a) of the Development Agreement, the City agreed that the City will pay Developer the City's proportionate share of costs incurred by Developer in constructing any oversized improvements pursuant to the Development Agreement (the "Oversizing Costs"); and

WHEREAS, the Parties desire to enter into this Agreement in order to confirm their agreement as to the amount and payment of Oversizing Costs in connection with the construction of the Water Line Improvements;

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

1. Recitals. The Recitals above are hereby incorporated into the body of this Agreement.

2. Construction. The Water Line Improvements shall be constructed by the Developer in accordance with the plans described on **Exhibit B** attached hereto (the "Plans") and shall be completed no later than December 31, 2027. The City hereby approves the Plans. The Developer shall manage the design and construction of the Water Line Improvements. The Developer shall let and administer the contract for the Water Line Improvements with a contractor selected by Developer ("Contractor"). The costs of construction and installation of the Water Line Improvements shall be funded in accordance with this Agreement, and the City shall fully reimburse the Developer for the Oversizing Costs associated with the construction and installation of the Water Line Improvements, as provided herein.

3. Oversizing Costs. The City and Developer stipulate and agree that the total amount of Oversizing Costs applicable to the Water Line Improvements and payable by the City to Developer hereunder is **$79,040.33**.

4. Construction on Property. The City agrees to make good faith efforts to obtain and make available any necessary easements, permits and right of way, together with necessary working space as required to construct the Water Line Improvements wherever it crosses private property. The City grants the Developer permission to construct the Water Line Improvements wherever it may cross or parallel any public utility easement, street, or property owned or controlled by the City.

5. City Approval and Acceptance. The City Engineer or his/her representative will make a determination of whether the subject Water Line Improvements have been constructed in accordance with the plans. Upon completion and acceptance of the Water Line Improvements by the City ("City Acceptance"), the Water Line Improvements shall become the property of the City and subject to maintenance, jurisdiction and control of the City.

6. City Funding. The Developer agrees to pay each pay application it receives from the Contractor for all actual construction costs related to the Water Line Improvements in a timely manner. The City shall pay the Oversizing Costs to Developer upon City Acceptance and Developer's submission of a draw request for payment of the Oversizing Costs, coupled with the Developer's proof of payment for all actual construction costs relating to the Water Line Improvements. The City shall remit payment of the Oversizing Costs to the Developer in cash or other immediately available funds within thirty (30) days of receipt of such a draw request. Notwithstanding any provision provided herein, the City retains the rights under state and local law to regulate, inspect, approve, and accept the Water Line Improvements in accordance with its Code of Ordinances, which such approval and acceptance shall not be unreasonably withheld, conditioned, or delayed.

7. No Other City Financial Obligations. No ad valorem tax revenue or income is or shall ever be encumbered by the terms of this Agreement, and no appropriation by the City is required therefrom when this Agreement is authorized and executed. Further, this Agreement shall in no manner be construed to create a debt against the City or charge against any of its revenues from whatever source derived.

8. Severability. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, the other and remaining provisions of this Agreement shall not in any way be affected and all provisions of this Agreement which are not declared to be illegal shall be binding upon the Parties. The City shall not be liable for any costs expended by the Developer prior to the court's decision. Should the Developer continue work after such court decision, the Developer does so at the Developer's own risk, cost and expense unless the Parties agree otherwise in writing.

9. Assignment. 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 1 0 of this Agreement, however the City shall in no event be required to divide and send payments to more than two (2) parties. Except as expressly provided herein, this Agreement may not be assigned by any Party without the written consent of the other Parties and any attempted assignment without such written consent shall be null and void and without legal effect.

10. Notice. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	City of Celina, Texas Attn: City Manager 142 N. Ohio Street Celina, Texas 75009
With a copy to:	Messer Fort, PLLC Attn: Julie Fort 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: julie@txmunicipallaw.com TEL: (972) 668-6400
To Developer:	Millen Farms SF, Ltd. Attn: Adam Buczek 8214 Westchester Drive, Suite 900 Dallas, Texas 75225 E-mail: abuczek@skorburgcompany.com TEL: (214) 888-8843
With a copy to:	Geary, Porter & Donovan, P.c. Attn: David M. Tatum 16475 Dallas Parkway, Suite 400 Dallas, Texas 75001

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

11. Termination. This Agreement shall automatically terminate without any further action or notice by any Party upon the City's payment in full to the Developer of one hundred percent (100%) of the Oversizing Costs as contemplated hereunder.

12. Amendments. This Agreement may be changed, amended, or modified only by written instrument with the consent of all Parties.

13. General Provisions.

(a) No Partnership. Nothing contained in this Agreement nor any acts of the Parties will be construed to make the Parties partners or joint venturers, to create the relationship of principal and agent or any other association between the Parties, or to render any of said Parties liable for the debts or obligations of the other, except as expressly provided in this Agreement.

(b) Entirety. This Agreement constitutes the entire agreement between the Parties hereto regarding the subject matter hereof, and supersedes any and all prior negotiations, written or oral agreements, understandings, representations, warranties, or statements at any time made or had by and between the Parties hereto or any representatives of any of the Parties hereto pertaining to the subject matter hereof.

(c) Governing Law. This Agreement is being delivered and is intended to be performed in the State of Texas and shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of Texas without regard for conflicts of laws principles. Venue for any legal action brought hereunder shall be in Collin County, Texas.

(d) Breach and Remedies. If either Party breaches any term or condition of this Agreement, the non-breaching Party shall provide the breaching Party with written notice of the breach. Upon its receipt of a notice of breach, the breaching Party shall have fifteen (15) days to cure the breach. If the breaching Party does not cure the breach within fifteen (15) days, the non-breaching Party shall have available all rights and remedies at law (except termination of this Agreement) and in equity including, without limitation, the right to enforce specific performance of this Agreement by the breaching Party. The non-breaching Party shall be entitled to recover from the breaching Party all reasonable attorneys' fees, court costs and all other expenses which may be incurred by the non-breaching Party in enforcing its rights and remedies under this Agreement.

(e) Governmental Powers; Waivers of Immunity; State Law. By execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights. The Parties specifically agree that this Agreement does not constitute a contract for goods or services under Chapter 271 of the Texas Local Government Code, or Sections 2274.002 and 2252.151-.154 of the Texas Government Code. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto. Nothing in this Agreement is intended to delegate or impair the performance by City of its governmental functions.

(f) Miscellaneous. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The captions and headings set forth in this Agreement are for purposes of convenience only and will have no effect in construing the provisions of this Agreement. All references to "Section" or "Sections," contained herein are, unless specifically indicated otherwise, references to sections of this Agreement. Any approval or consent required of any Party under this Agreement will not be unreasonably withheld, conditioned, or delayed. This Agreement may only be amended by an instrument in writing executed by all of the parties hereto. The person executing this Agreement on behalf of the applicable Party has the requisite power and authority to enter into this Agreement and to take any action on behalf of such Party in connection with the transactions contemplated hereby.

14. Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights, except as provided for in this Section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for specific performance, mandamus, or injunctive relief.

15. Form 1295 Certificate of Interested Parties. Prior to the execution of this Agreement, the Developer agrees to file with the City, pursuant to Texas Government Code Section 2252.908, a

signed and completed Texas Ethics Commission ("TEC") Form 1295 and a certification of filing with the TEC, if required by law.

16. Certifications. Developer certifies:

(a) Pursuant to Texas Government Code Chapter 2271, as amended, the Developer verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Developer, or its parent companies, nor its common-control affiliates currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended; and

(b) Pursuant to Texas Government Code, Chapter 2252, as amended, the Developer represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Developer, its parent companies, nor its common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

(c) Pursuant to Chapter 2276 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), the Developer certifies that they are not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

(d) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), the Developer certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees they will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

(e) The Developer further certifies that, notwithstanding anything contained in this Agreement, the representations and covenants contained in this Section 14 shall survive termination of this Agreement until the statute of limitations has run. The liability for breach of the representations and covenants contained in this Section 14 during the term of this Agreement shall survive until barred

by the statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(*signatures on following pages*)

EXECUTED by the City and Developer on the Effective Date stated above.

CITY OF CELINA, TEXAS

By: _____
Robert Ranc, City Manager

Date: _____

ATTEST:

_____
Ashley Owens, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Robert Ranc, City Manager, and Ashley Owens, City Secretary of the City of Celina, Texas, on behalf of the City of Celina, Texas.

_____
Notary Public in and for the State of Texas

MILLEN FARMS SF, LTD., a Texas limited partnership

By: Millen Farms SF GP Corporation, a Texas corporation, its general partner

By: _____
Adam Buczek, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

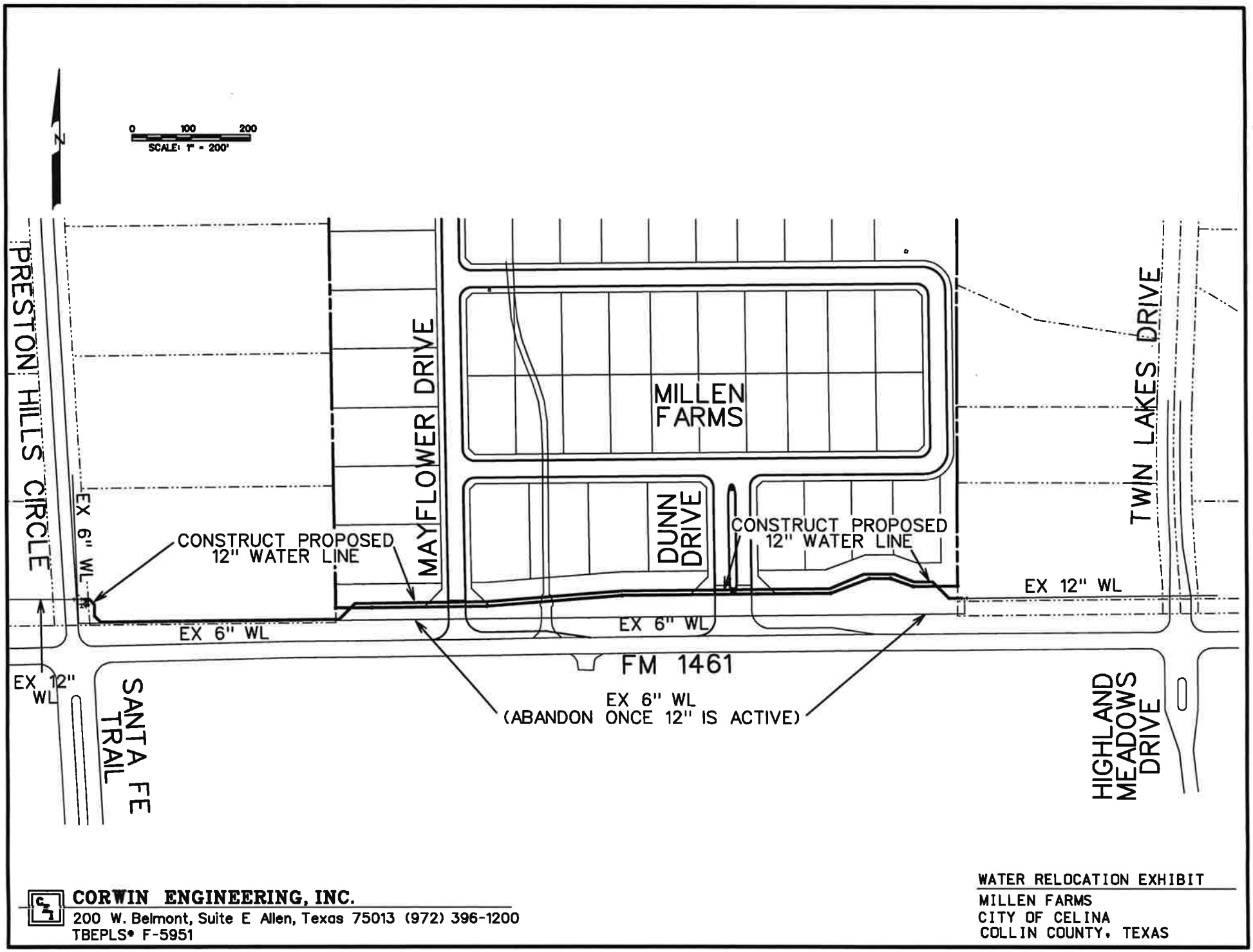
This instrument was acknowledged before me on the 30th day of April, 2026, by Adam Buczek, President of Millen Farms SF GP Corporation, a Texas corporation, general partner of Millen Farms SF, Ltd., a Texas limited partnership, on behalf of said entities.

Brooke Ashley Van Voorhis
My Commission Expires
2/1/2028
Notary ID 134742171

_____
Notary Public in and for the State of Texas

EXHIBIT A

Water Line Improvements

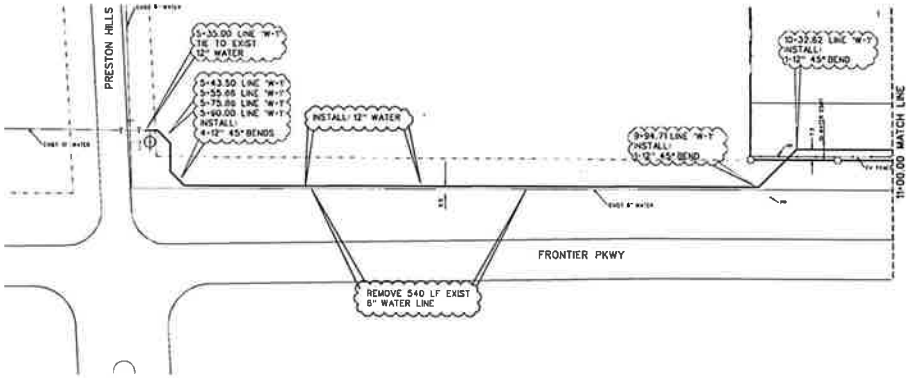


CORWIN ENGINEERING, INC.
200 W. Belmont, Suite E Allen, Texas 75013 (972) 396-1200
TBEPLS• F-5951

WATER RELOCATION EXHIBIT
MILLEN FARMS
CITY OF CELINA
COLLIN COUNTY, TEXAS

EXHIBIT B

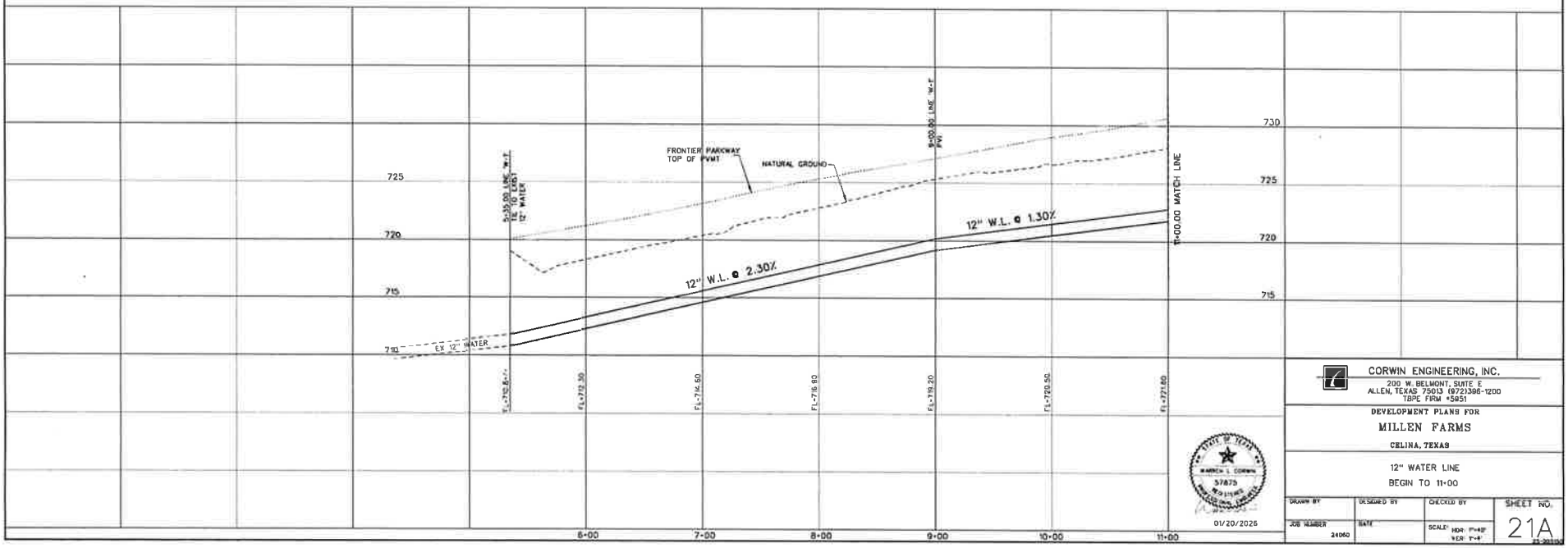
Plans for Water Line Improvements



SCALE: 1" = 40'

NOTE:

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES FOR LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.



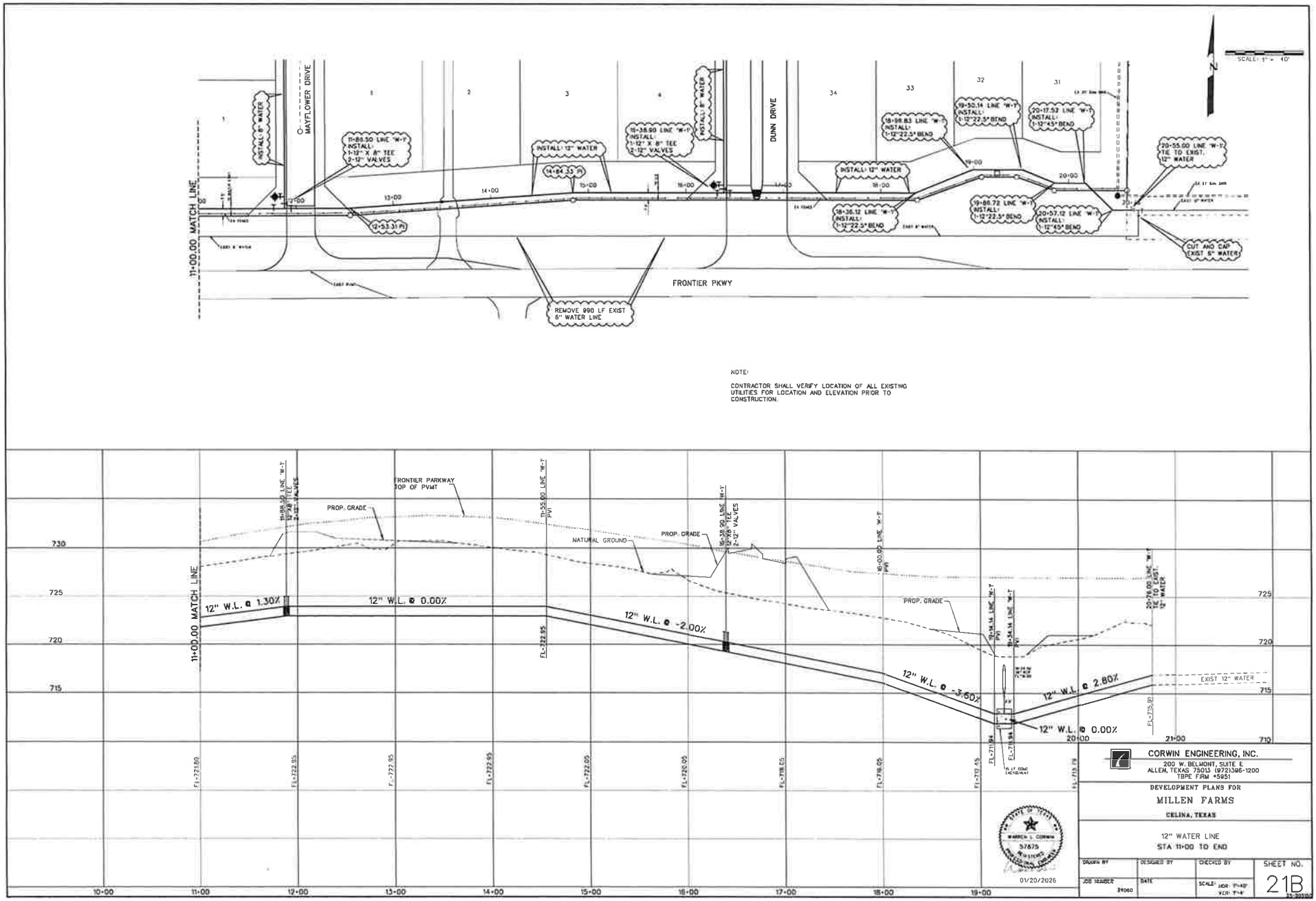
CORWIN ENGINEERING, INC.
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013 (972)396-1200
TBPE FIRM #5851

DEVELOPMENT PLANS FOR
MILLEN FARMS
CELINA, TEXAS

12" WATER LINE
BEGIN TO 11+00

WARREN L. CORWIN 57873 REGISTERED PROFESSIONAL ENGINEER
01/20/2026

DRAWN BY	DESIGNED BY	CHECKED BY	SHEET NO.
JOB NUMBER 24060	DATE	SCALE: HOR: 1"=40' VER: 1"=4'	21A


SCALE: 1" = 40'
MAYFLOWER DRIVE
DUNN DRIVE
11+88.50 LINE 'W-1' INSTALL: 1-12" X 8" TEE 2-12" VALVES
INSTALL 8" WATER
INSTALL 12" WATER
14+84.33 PI
12+53.31 PI
15+38.90 LINE 'W-1' INSTALL: 1-12" X 8" TEE 2-12" VALVES
18+98.83 LINE 'W-1' INSTALL: 1-12"22.5° BEND
19+52.14 LINE 'W-1' INSTALL: 1-12"22.5° BEND
20+17.52 LINE 'W-1' INSTALL: 1-12"45° BEND
20+55.00 LINE 'W-1' TIE TO EXIST. 12" WATER
19+38.12 LINE 'W-1' INSTALL: 1-12"22.5° BEND
19+89.72 LINE 'W-1' INSTALL: 1-12"22.5° BEND
20+57.12 LINE 'W-1' INSTALL: 1-12"45° BEND
CUT AND CAP EXIST 6" WATER
11+00.00 MATCH LINE
FRONTIER PKWY
REMOVE 990 LF EXIST 6" WATER LINE
NOTE:
CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES FOR LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.
FRONTIER PARKWAY TOP OF PVMT
PROP. GRADE
NATURAL GROUND
11+55.00 LINE 'W-1' PVI
16+38.90 LINE 'W-1' PVI
16+00.00 LINE 'W-1' PVI
19+54.14 LINE 'W-1' PVI
20+76.00 LINE 'W-1' TIE TO EXIST. 12" WATER
12" W.L. @ 1.30%
12" W.L. @ 0.00%
12" W.L. @ -2.00%
12" W.L. @ -3.60%
12" W.L. @ 2.80%
12" W.L. @ 0.00%
EXIST 12" WATER
FL-722.95
FL-719.84
FL-715.91
730
725
720
715
710
10+00
11+00
12+00
13+00
14+00
15+00
16+00
17+00
18+00
19+00
20+00
21+00
CORWIN ENGINEERING, INC.
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013 (972)396-1200
TBPE FIRM #5951
DEVELOPMENT PLANS FOR
MILLEN FARMS
CELINA, TEXAS
12" WATER LINE
STA 11+00 TO END
WARREN L. CORWIN
57875
REGISTERED ENGINEER
01/20/2026
DRAWN BY
DESIGNED BY
CHECKED BY
SHEET NO.
21B
JOB NUMBER
24060
DATE
SCALE: HOR: 1"=40'
VER: 1"=4'

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: May 12, 2026

Agenda Item:
Consider and act to accept the resignation of Shane Lambert from the Economic Development Corporation. (Owens)

Background Information:
This item formally accepts Shane Lambert's resignation from the Economic Development Corporation.

As per the Boards and Commissions Policy, midyear vacancies that occur on or after April 1st of each year will be filled through the annual application process, which begins in June. This position will remain vacant until appointments are made in September.

The City of Celina sincerely appreciates Mr. Lambert's service to the Economic Development Corporation. His time, input, and dedication are truly valued.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.



Boards and Commissions Service

May 12, 2026

City Secretary's Office



Resignation of EDC Board Member

This item formally accepts Shane Lambert's resignation from the Economic Development Corporation.

The City of Celina sincerely appreciates Mr. Lambert's service to the Economic Development Corporation.



Thank You!

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: Robert Ranc, City Manager, Karla Stovall, Assistant City Manager
Date: May 12, 2026

Agenda Item:
Consider and act to accept the resignation of Michael Dawson from the Planning & Zoning Commission. (Owens)

Background Information:
This item formally accepts Michael Dawson's resignation from the Planning & Zoning Commission in accordance with the Boards and Commissions Policy.

As per the Boards and Commissions Policy, midyear vacancies that occur on or after April 1st of each year will be filled through the annual application process, which begins in June. This position will remain vacant until appointments are made in September.

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

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.



Boards and Commissions Service

May 12, 2026

City Secretary's Office



Resignation of Planning & Zoning Commissioner

This item formally accepts Michael Dawson's resignation from the Planning & Zoning Commission in accordance with the Boards and Commissions policy.

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



Thank You!

Life Connected.

Fire (Purchasing)
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Shawn White, Fire Chief
CC: Robert Ranc, City Manager
Date: May 12, 2026

Agenda Item:
Consider and act to approve the acceptance of the sub-grant for the Hazard Mitigation Grant Program (HMGP) for the Celina Warning Siren System and authorize the City Manager to sign the terms and conditions of the grant. (White)

Background Information:
The Texas Division of Emergency Management (TDEM) has issued a sub-grant for Hazard Mitigation Grant Program (HMGP) DR-4781-0160, FY2026. This grant is a 75 percent/25 percent cost share between the federal government and the City of Celina to build three outdoor warning sirens. One of the three sirens which will be built with these grant funds will be located in the Parks at Wilson Creek, and the other two sirens will be located in Legacy Hills. The sirens are estimated to be operational by November 2027.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Application
3. TDEM Grant Terms
4. Warning Sirens

Financial Consideration:
Total subgrant award is $257,881.70, federal cost share (75%) $193,411.28, local cost share (25%) $64,470.42

Staff Recommendation:
Staff recommends approval.



GRANT Outdoor Warning Sirens

FEMA Project

TDEM Sub-grant

City of Celina Warning Siren Expansion



- Outdoor Warning Sirens alert citizens that are outdoors of approaching or existing hazardous conditions.
- Currently, the City of Celina has an All-Hazards system of five (5) Outdoor Warning Sirens that are strategically located around the City.
- Location of sirens was a joint task effort across departments that focused on residential data showcasing high-growth neighborhoods.
- This grant is for the purchase of three (3) additional sirens which would bring Celina more warning coverage to the total of eight (8) sirens.









Cost Share

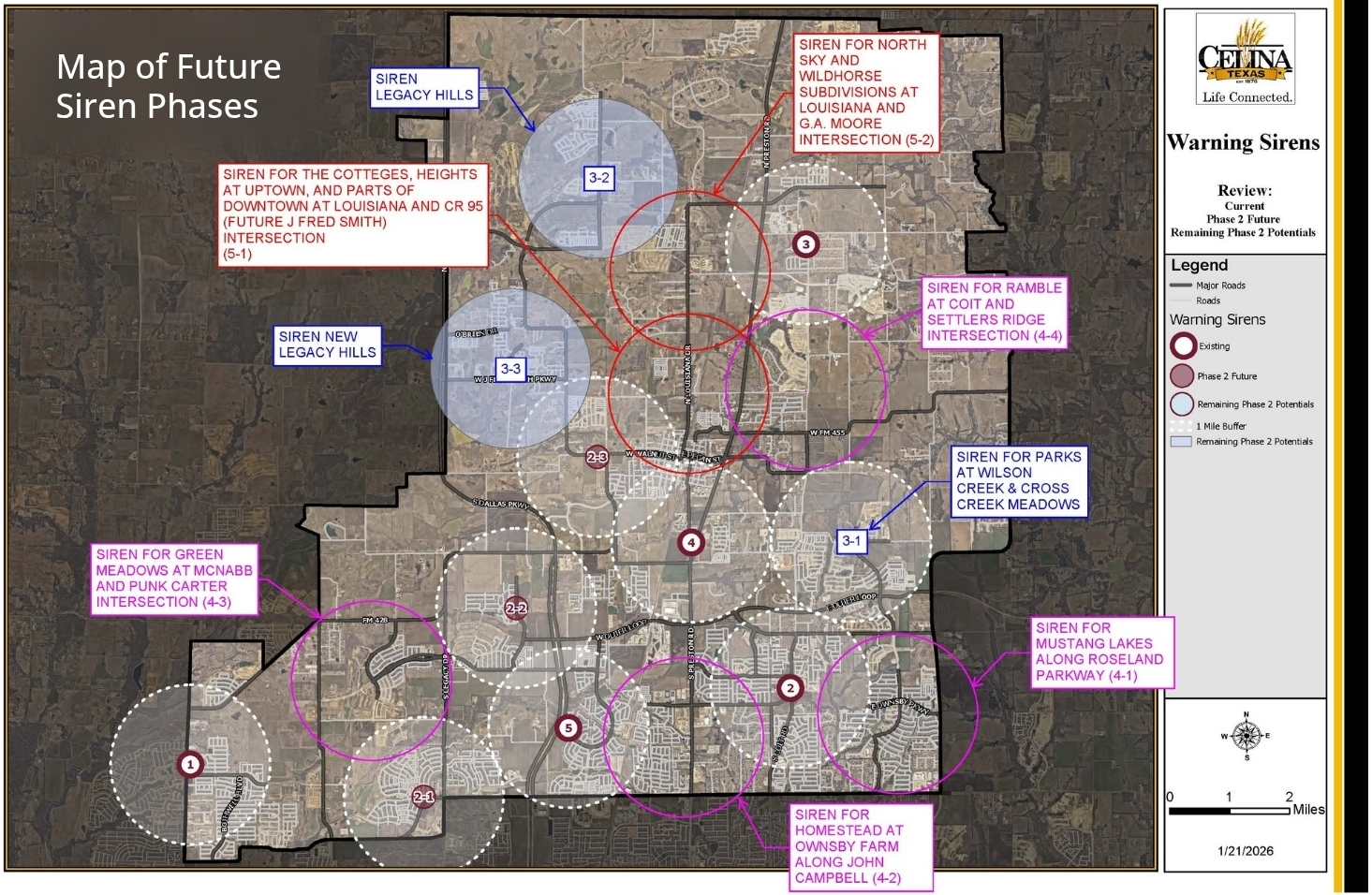
This grant is a 75 / 25 cost share between federal government and the City of Celina to build three (3) outdoor warning sirens.



1 **$257,881.70**
Total Subgrant Award

2 **$193,411.28**
Federal Share Amount

3 **$64,470.742**
Local City of Celina Share Amount


Map of Future Siren Phases
SIREN LEGACY HILLS
SIREN FOR NORTH SKY AND WILDHORSE SUBDIVISIONS AT LOUISIANA AND G.A. MOORE INTERSECTION (5-2)
SIREN FOR THE COTTEGES, HEIGHTS AT UPTOWN, AND PARTS OF DOWNTOWN AT LOUISIANA AND CR 95 (FUTURE J FRED SMITH) INTERSECTION (5-1)
SIREN NEW LEGACY HILLS
SIREN FOR RAMBLE AT COIT AND SETTLERS RIDGE INTERSECTION (4-4)
SIREN FOR PARKS AT WILSON CREEK & CROSS CREEK MEADOWS
SIREN FOR GREEN MEADOWS AT MCNABB AND PUNK CARTER INTERSECTION (4-3)
SIREN FOR MUSTANG LAKES ALONG ROSELAND PARKWAY (4-1)
SIREN FOR HOMESTEAD AT OWNSBY FARM ALONG JOHN CAMPBELL (4-2)
3-2
3-3
3-1
2-3
2-2
2-1
1
2
3
4
5
CELINA TEXAS
Life Connected.
Warning Sirens
Review:
Current
Phase 2 Future
Remaining Phase 2 Potentials
Legend
Major Roads
Roads
Warning Sirens
Existing
Phase 2 Future
Remaining Phase 2 Potentials
1 Mile Buffer
Remaining Phase 2 Potentials
0 1 2 Miles
1/21/2026

LOCATION
of Outdoor Warning Sirens

Location of sirens was made through a joint task effort across departments that focused on residential data showcasing high-growth neighborhoods. These sirens would be installed on new poles at the following locations within the City of Celina:

- **County Road 92**
  (33.308166, -96.748750)
- **County Road 58**
  (33.375030, -96.802208)
- **North Legacy Drive**
  (33.340655, -96.821883)





Questions?

TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

March 23, 2026

Robert Ranc
City Manager
City of Celina
142 N. Ohio St.,
Celina, TX 75009-6201

Subject: Sub-Grant Award

Dear Robert Ranc:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the Hazard Mitigation Grant Program (HMGP), DR-4781, Severe Storms Straigh-line Winds, Tornadoes, and Flooding. The following is the information related to this award:

Sub-Recipient Information:

UEI Number: ECB2PL4GJNL7
TINS Number: 75-6000481
FIPS Number: 085-13684-00

Award Information:

Catalog of Federal Domestic Assistance: 97.039
FEMA Project Number: 4781-0160
Project Title: City of Celina Warning Siren Expansion
Period of Performance (POP): March 6, 2026 to November 26, 2027

PROJECT FUNDS OBLIGATIONS						
Version/ Amendment	Date	Total Subgrant Amount	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	02/27/2026	$257,881.70	75%	$193,411.28	25%	$64,470.42

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.

The eligible management costs for a reimbursement request are calculated by multiplying the eligible direct project costs submitted by the percentage of obligated management costs (up to 5%) for the project. In some cases, the management costs submitted for a reimbursement

will exceed the eligible management cost amount. In this instance, the management costs will be trapped until additional eligible direct project costs are submitted for reimbursement.

MANAGEMENT COSTS OBLIGATIONS						
Version/ Amendment	Date	Total Management Costs	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	02/27/2026	$12,800.00	100%	$12,800.00	0%	$0

The approved Scope of Work (SOW) follows and the terms and conditions of this award are attached. It is important that the sub-recipient read, understand and comply with the SOW and all terms and conditions. It is also vital that this information be disseminated to sub-recipient's staff and contractors involved in work related to this project.

The City of Celina proposes to purchase and install three all-hazards outdoor warning sirens to expand and strengthen the City's existing Early Warning System. The new sirens will address current coverage gaps and improve public safety within the community by providing timely alerts for natural hazards and other emergencies.

The three sirens will be installed on new poles at the following locations within the City of Celina:
1. County Road 92 Celina, TX 75009 (33.308166, -96.748750)
2. County Road 58 Celina, TX 75009 (33.375030, -96.802208)
3. North Legacy Drive Celina, TX 75009 (33.340655, -96.821883)

The sirens will be integrated into the City's existing Early Warning System to improve audible coverage across the city, including schools, residential areas, and community spaces; reduce current coverage gaps that place residents and visitors at risk; and enhance the City's ability to provide timely, clear warnings about natural hazards and other emergency conditions, thereby helping to prevent loss of life.

The City is requesting $12,800 in subrecipient MC for professional grant administration services to ensure effective project management, compliance, and reporting. These services will include project monitoring; preparation and submission of project progress reports, reimbursement requests, quarterly reports; processing post-award amendments; and ensuring adherence to project timelines and budget requirements.

In accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; this project has been determined to be Categorically Excluded (CATEX E1). FEMA concludes that the project is categorically excluded from the National Environmental Policy Act (NEPA) requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project.

Signing and returning this award letter indicates sub-recipient's acceptance of the SOW of the sub-award, the ability to pay the local cost share, and all grant terms and conditions outlined in the attached documents.

The sub-recipient must ensure that:

1. The initial quarterly progress report for the project is submitted at the end of the approving quarter. Please include the project number (provided above) in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the state must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.

2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90-days of the project completion not to exceed the POP. The Governor's Authorized Representative (GAR) "shall certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement" in accordance with 44 C.F.R. § 206.438(d).

If changes are needed to the SOW for the sub-award, period of performance or costs associated to the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

This signed and dated award letter and attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on this award letter and on the last page of the attached grant terms and conditions. You must also initial each exhibit on the last page of the grant terms and conditions.

Please sign, date, and return both the award letter along with the attached grant terms and conditions acknowledging acceptance of this sub-award via email to the assigned Mitigation Coordinator, Ashley Thomas, at Ashely.Thomas@tdem.texas.gov.

Robert Ranc, City Manager Date

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM Mitigation Coordinator within the allotted time.

If you have any questions please contact your Mitigation Coordinator, Ashley Thomas, at (512) 739-0583 or Ashley.Thomas@tdem.texas.gov.

Respectfully,

W. Nim Kidd, MPA, CEM®
Chief - Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency Services
The Texas A&M University System

ATTACHMENTS: FEMA Approval Letter
Grant Terms and Conditions
Record of Environmental Considerations

Copy: Elizabeth Thomas, EMC
EThomas@celina-tx.gov

U.S. Department of Homeland Security
FEMA Region 6
800 N. Loop 288
Denton, TX 76209
FEMA

March 6, 2026

W. Nim Kidd, MPA, CEM
Chief, Texas Division of Emergency Management
Vice, Chancellor – The Texas A&M University System
2883 Highway 71 East
P.O. Box 285
Del Valle, TX 78617-9998

ATTN: Michelle Ellis, State Hazard Mitigation Officer

RE: DR-4781-0160-TX
City of Celina –City of Celina Warning Siren Expansion Project Approval
Assistance Listing 97.039 Hazard Mitigation Grant Program

Dear Chief Kidd,

This letter provides official notification that Federal Emergency Management Agency (FEMA) approves the application submitted by the City of Celina for the City of Celina Warning Siren Expansion project. The total project cost is $257,881.70 The federal share in the amount of $193,411.28 is available through the Hazard Mitigation Grant Program (HMGP) under DR-4781-TX. The non-federal match requirement of $64,470.42 will be provided by the City of Celina.

Pursuant to Section 1215 of the Disaster Recovery Reform Act of 2018, which amended Section 324 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Subrecipient Management Costs (MC) in the amount of $12,800 are available to City of Celina at a Federal Cost Share of 100%.

Summary of funding for the project is illustrated below:

DR-4781-0160-TX	Federal Share	Non-Federal Share	Total
Project Costs	$193,411.28 (75%)	$64,470.42 (25%)	$257,881.70 (100%)
Subrecipient MC	$12,800 (100%)	$0.00 (0%)	$12,800 (100%)
Total Obligation	$206,211.28	$64,470.42	$270,681.70

The following is the approved Scope of Work (SOW) for the above-referenced project:

The City of Celina proposes to purchase and install three all-hazards outdoor warning sirens to expand and strengthen the City's existing Early Warning System. The new sirens will address current coverage gaps and improve public safety within the community by providing timely alerts for natural hazards and other emergencies.

The three sirens will be installed on new poles at the following locations within the City of Celina:

1. County Road 92 Celina, TX 75009 (33.308166, -96.748750)
2. County Road 58 Celina, TX 75009 (33.375030, -96.802208)
3. North Legacy Drive Celina, TX 75009 (33.340655, -96.821883)

The sirens will be integrated into the City's existing Early Warning System to improve audible coverage across the city, including schools, residential areas, and community spaces; reduce current coverage gaps that place residents and visitors at risk; and enhance the City's ability to provide timely, clear warnings about natural hazards and other emergency conditions, thereby helping to prevent loss of life.

The City is requesting $12,800 in subrecipient MC for professional grant administration services to ensure effective project management, compliance, and reporting. These services will include project monitoring; preparation and submission of project progress reports, reimbursement requests, quarterly reports; processing post-award amendments; and ensuring adherence to project timelines and budget requirements.

This project has been determined to be Categorically Excluded (CATEX) in accordance with FEMA Instruction 108-1-1 and Department of Homeland Security (DHS) Instruction 023-01-001-01; CATEX E1 from the need to prepare either an Environmental Impact Statement or Environmental Assessment. No extraordinary circumstances in accordance with DHS Instruction 023-01-001-01 have been identified regarding this action. The Applicant must comply with all conditions set forth in the attached Record of Environmental Consideration (REC). Failure to comply with these conditions may jeopardize federal assistance including funding.
The milestones included in the application indicate that the time to complete this warning siren will be 39 months from the date of this letter.

FEMA will not establish activity completion timeframes for individual subawards. The period of performance (POP) for DR-4781-TX is November 13, 2029, which is 48 months from the close of the application period. It is the responsibility of the Recipient and subrecipient to ensure all approved activities associated with this subaward are completed by the end of the POP. Any costs incurred prior to the date of this approval or after the POP will be disallowed.

A change to the approved SOW requires prior approval from FEMA. The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP SOW shall be reviewed by all state and federal agencies participating in the NEPA process. NEPA sign-off for all SOW additions or amendments is essential before the revised SOW can be approved by FEMA or implemented by the HMGP subrecipient.

In accordance with FEMA Policy #104-11-1 Interim Hazard Mitigation Grant Program MC, any MC provided will be obligated in increments sufficient to cover recipient and subrecipient needs for no more than one year unless contractual agreements require additional funding. Actual subrecipient MC are to be reconciled quarterly during the review of expenditures submitted by the subrecipient through quarterly report process.

Subrecipient MC can be expended for a maximum time of 180 days after work is completed for the subaward or the end of the (POP), whichever is sooner.

The initial quarterly progress reports for the HMGP project are due at the end of the approving quarter. Please include this HMGP project in your future quarterly reports. Note that Title 44 of the Code of Federal Regulations (C.F.R.) § 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.

In accordance with HMGP rules and policy, we require the submittal of all closeout documentation within 120 days of the project completion, not to exceed POP. Section 206.438(d) of 44 C.F.R. requires the Governor's Authority Representative to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement."

The Obligation Report and REC are included for your records.

If you have any questions regarding the information, please contact Shontae Davis, Disaster Branch Chief/Deputy Advisor, at (202) 714-8621 or Shontae.Davis@fema.dhs.gov.

Sincerely,

ROOSEVELT A GRANT Digitally signed by ROOSEVELT A GRANT
Date: 2026.03.09 15:55:52 -05'00'

Roosevelt Grant III
Mitigation Division Director

Enclosures: Obligation Report
REC

Grant Terms and Conditions

Subrecipient Agreement for Texas Division of Emergency Management Administered Awards

Revised August 2025

TDEM

THE TEXAS A&M UNIVERSITY SYSTEM

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Revisions

Rev. 1. General updates throughout reflect updates to Executive Orders and federal guidance.

Rev. 2. Updated links throughout the document.

State of the Agreement

Agreement Authority

This agreement applies to all Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) awards or other awarding agency financial assistance awards administered by the Texas Division of Emergency Management (TDEM), an agency of the State of Texas. The federal government, the State of Texas, and TDEM have the right to seek judicial enforcement of these actions.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (CFR) Part 200, and adopted by DHS at 2 CFR Part 3002, as well as all other applicable federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives certify that Subrecipient's policies are in accordance with guidance applicable to federal, state, and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between TDEM and Subrecipient.

TDEM and Subrecipient are collectively hereinafter referred to as the parties. All awards made under this agreement are subject to the same terms and conditions, except where additional provisions may be added by TDEM to ensure compliance with the aforementioned authority.

Subrecipient may not assign or transfer any interest in this award without prior written consent of TDEM and, if required, DHS/FEMA or other awarding agency.

Agreement

I. General Terms

1. The terms recipient and pass-through entity have the same meaning as grantee, as used in governing statutes, regulations, and DHS/FEMA guidance.

2. Throughout this document, the terms grant and award will be used interchangeably.

3. A recipient means an entity that receives a federal award directly from a federal agency to carry out an activity under a federal program. The term recipient does not include Subrecipients or individuals that are participants or beneficiaries of the award.

4. Subrecipient means an entity that receives a subaward from a pass-through entity, in this case TDEM, to carry out part of a federal award. The term Subrecipient does not include a beneficiary or participant. Subrecipient may also be a recipient of other federal awards directly from a federal agency.

5. The grant referred to in this agreement is an award to the Subrecipient passed through from TDEM to the Subrecipient.

6. The certifying official is the mayor, judge, or executive director authorized to execute these terms and conditions, and to submit changes of Subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks but may not act in lieu of the certifying official.

7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.

8. TDEM uses contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A Subrecipient's point of contact for all awards will be the assigned regional staff. TDEM may task various grant management tasks to contractors to work directly with Subrecipients.

9. Within 10 calendar days of any change, Subrecipient must notify TDEM of any change in Designated Subrecipient Agent as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient in TDEM's Grants Management System (GMS).

10. In the event Subrecipient hires a consultant to assist with managing its Public Assistance and Hazard Mitigation grants (or other), it must be listed on the Designated Subrecipient Agent Form (DSA) and may not act in lieu of the designated agent. TDEM will direct all correspondence to the Subrecipient.

Subrecipient is solely responsible for sharing written communications with the consultant. Subrecipient is the primary point of contact and must be included in all decision-making activities.

II. Standard of Performance

Subrecipient must perform all activities as approved by TDEM and that are required within applicable grant/ funding awards. Subrecipient must perform all activities in accordance with all terms, provisions, and requirements set forth in the award, including the following exhibits:

- Assurances – Non-Construction Programs (federal authority), hereinafter referred to as Exhibit A.
- Assurances – Construction Programs (federal authority), hereinafter referred to as Exhibit B.
- Certifications for Grant Agreements (federal authority), hereinafter referred to as Exhibit C.
- State of Texas Assurances (state authority), hereinafter referred to as Exhibit D.
- Environmental Review (federal authority), hereinafter referred to as Exhibit E.
- Additional Grant Certifications (state authority), hereinafter referred to as Exhibit F.
- Request for Information Procedure (state authority), hereinafter referred to as Exhibit G
- Hazard Mitigation Application Request for Information Procedure (state authority), hereinafter referred to as Exhibit H.
- Recoupment of Funds (state authority), hereinafter referred to as Exhibit I.

III. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to TDEM for an amount, not to exceed, the award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Texas until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding from DHS/FEMA and/or other grant programs administered by TDEM.

IV. Funding Obligations

TDEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs, authorized under the applicable award.

- Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by TDEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).

- Subrecipient must contribute the required cost share, also known as non-federal share or match, listed on the subaward.

- Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.

- Any private non-profit (PNP) will agree to name the Recipient (TDEM) as a beneficiary in any bankruptcy proceeding or must obtain a bond to guarantee funding until the project(s) are closed.

- In the event that TDEM is required to continue to manage the Subrecipient's award after the Recipient's (TDEM) allocated state management funds have been exhausted, Subrecipient agrees to reimburse TDEM for such costs necessary to close FEMA awards, including the final recoupment of any funds due to FEMA and/or TDEM and the State of Texas.

V. Recoupment of Funds

Subrecipient must refund, to TDEM, any sum of these award funds that TDEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or federal funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit TDEM's ability to take immediate recoupment action(s) after notice of required refund has been made.

VI. Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this grant, Subrecipient shall administer this award through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS/FEMA program legislation, federal awarding agency regulations, and the terms and conditions of this grant. A non-exclusive list sanctioned by Federal is provided below (not all may apply in every project):

- Public Law 93-288, as amended (Stafford Act)

- 44 CFR, Emergency Management and Assistance
- 2 CFR 200, Grants and Agreements
- Disaster Mitigation Act of 2000
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12699, Seismic Design
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act, Public Law 113-2
- Disaster Recovery Reform Act of 2018
- 16 U.S.C. § 470 National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act
- FEMA program publications, guidance, and policies

VII. State Requirements for Grants

1. Subrecipient must comply with all other federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Texas Grant Management Standards (TxGMS) and the most recent applicable version of the program State Administrative Plan (and all effective updates).

2. Subrecipient must, in addition to the assurances and certifications, comply and require each of its subcontractors, employed in the completion of the project, to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) uniform guidance, terms and conditions of this award, and the approved application.

3. Grant funds must not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission, that is not conducted for the benefit of a particular candidate or party.

4. Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;

b. Texas Government Code Sections 556.004, 556.005, and 556.006, prohibits the use of any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;

c. Texas Government Code Sections 2113.012 and 2113.101 prohibit the use of grant funds to compensate any employee who uses alcoholic beverages on active duty. Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

d. Texas General Appropriations Act, Art. IX, Section 6.13, requires the Subrecipient to make every effort to attain key performance target levels associated with this grant, including performance milestones, milestone time frames, and related performance reporting requirements; and

e. Texas General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, requires that this award may only be expended if Subrecipient timely completes and files its reports.

5. TDEM strongly encourages Subrecipient to complete refresher training in federal procurement standards as variances from these standards account for the majority of funding de-obligation. TDEM will provide training or sources for Subrecipient to attain training. Federal procurement training may be required in advance of funding or as a condition of funding and/or if additional monitoring is deemed appropriate by TDEM.

VIII. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the grant's statutory authority. Award funds must not be used to match funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds must not be used to sue the Federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this Grant.

2. In accordance with 2 CFR §25.300, TDEM will not make a subaward unless Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for System for Award Management (SAM) registration to uniquely identify entities with which the federal government does business.

3. Subrecipient maintains that it has registered at SAM.gov or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep information current, and review and update at least annually; until the later of when it submits this grant's final financial report or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See Appendix A to Part 25, Title 2.

4. Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable (Appendix A to Part 170, Title 2).

    a. Subrecipient shall report whether Subrecipient received $25 million or more in federal procurement contracts or financial assistance subject to the Transparency Act per 2 CFR Appendix-A-to-Part-170(b)(1)(ii)(B)

    b. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from federal procurement contracts or federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's UEI, the names and total compensation (see 17 CFR §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.

    c. Subrecipient shall report executive total compensation at SAM.gov, or other federally established replacement site.

5. Subrecipient must comply with Federal Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government

6. A completed direct deposit authorization form from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant.

7. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage, or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this grant.

8. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or TDEM on the premises of

Subrecipient or a contractor under this grant, Subrecipient must provide and must require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work. A final physical site inspection for eligible scope of work and program compliance may be conducted after the Subrecipient's Project Completion and Certification Report has been submitted.

IX. Procurement Contracting

Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this award in accordance with 2 CFR 200 § 317-327 and Appendix II to Part 200.

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under 2 CFR § 200.327 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

2. For each of the following types of procurement, activities must follow the most restrictive of federal, state, or local procurement regulations:

   a. Micro purchase (2 CFR 200.320(a)(1))

   b. Simplified acquisition (2 CFR 200.320(a)(2))

   c. Sealed bid (2 CFR 200.320(b)(1))--

   d. Competitive proposal (2 CFR 200.320(b)(2))

   e. Non-Competitive proposal (2 CFR 200.320(c))

3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation.

   Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

4. Contracts attributed as "cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by federal procurement standards and are ineligible for DHS/FEMA grants.

5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold as outlined in the Federal Acquisition Regulation (FAR).

6. Subrecipients must not make any award to any party that is debarred or suspended, or is otherwise excluded from participation in the federal assistance programs (Executive Order 12549, Debarment and Suspension).

    a. TDEM will not reimburse any expenses for a debarred vendor or Subrecipient that does not have a valid SAM.gov registration.

    b. Subrecipients must maintain documentation validating review of the debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through SAM.gov and the Comptroller of Texas and available for review. Subrecipients must maintain documentation to show that they have checked all vendors for debarment and suspension prior to engaging them in a contract using both SAM.gov and the Comptroller of Texas.

7. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises, veteran-owned, and labor surplus firms) at 2 CFR §200.321.

8. Subrecipients must comply with the rules of recovered materials for procurements at 2 CFR §200.323.

9. Subrecipients must comply with the rules for domestic preferences for procurements at 2 CFR § 200.322.

10. All procurement documentation must be submitted to the Texas Division of Emergency Management (TDEM) at the project level (or appropriate GMS location) prior to the award of any procurement contract by the sub-recipient in association with Hazard Mitigation.

X. Monitoring

Subrecipient will be monitored periodically by federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance review of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to monitor Subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such monitoring activities.

- Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance monitoring of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to the Subrecipient pursuant to this award or any other federal grant or contract.

- Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as TDEM may require of Subrecipient. Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

Subrecipient understands that acceptance of funds under this award acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office's audit or investigation, including providing all records requested. Subrecipient must ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Subrecipient relating to this award.

- TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this award and of the adequacy and timeliness of Subrecipient's performance pursuant to this award.

- After each monitoring visit, if the monitoring visit reveals deficiencies in the Subrecipient's performance under this grant, a monitoring report will be provided to the Subrecipient that includes requirements for the timely correction of such deficiencies by the Subrecipient. Failure by Subrecipient to take action(s) specified in the monitoring report may be cause for special conditions to be placed on future awards, suspension or termination of the current award pursuant to 2 CFR 200.339.

XI. Audit

Subrecipients expending $1,000,000 or more in total federal financial assistance during their fiscal year will be required to have and provide to TDEM a single audit in accordance with 2 CFR Part 200 Subpart F. .

- A copy of the Single Audit must be electronically submitted to the Federal Audit Clearinghouse (FAC). The audit must be submitted within 30 calendar days after the auditee receives the auditor's report(s) or nine months after the end of the audit period (whichever is earlier) in accordance with 2 CFR 200.507(c)..

- If the Subrecipient is not required to have a single audit, a response to the request will be required to be provided to TDEM for documentation.

Failing to follow the regulation can result in significant adverse consequences, including any action listed in the Enforcement Section (XIV) of this agreement and in accordance with 2 CFR 200.339.

XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal document retention policy, or the State's document retention policy, whichever is more restrictive. At a minimum, Subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable 2 CFR § 200.334-338, TAMU System Regulation 61.99.01, and this agreement.

1. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, or any litigation, dispute, or audit.

2. Records shall be retained for three (3) years after the final disposition of real estate or equipment.

3. DHS/FEMA or TDEM may direct the Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long-term retention value. If documentation is not retained in accordance with the retention requirements, the subrecipient will be liable for any costs that cannot be substantiated.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things, or property belonging to or in use by the Subrecipient pertaining to this award including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

XIII. Changes or Amendments

TDEM may modify this agreement after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this award. Any alteration, addition, or deletion to this agreement made by Subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this agreement after an award has been

made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically through GMS of the changes in writing. Once notification has been made, any subsequent request for reimbursement will indicate Subrecipients acceptance of the changes to this award.

XIV. Enforcement

Should Subrecipient materially fail to comply with any term of this award or agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports;

2. Require all payments as reimbursements rather than advance payments;

3. Temporarily withhold payments pending correction of the deficiency;

4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;

5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;

6. Withhold cash payments pending correction of the deficiency bySubrecipient or more severe enforcement action by TDEM or DHS/FEMA;

7. Terminate this award, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any terms of this grant (2 CFR 200.339). TDEM shall provide written notice of the termination that includes:

    a. The reason(s) for such determination;

    b. The effective date of such termination; and

    c. The scope of the termination of the award.

    d. The termination of an award is final.

8. Withhold future awards for the grant program; and

9. Take other remedies that may be legally available.

In taking an enforcement action, TDEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where TDEM, as the recipient, is obligated to follow.

Costs incurred by Subrecipient during a suspension or after the termination of this

award are not allowable costs.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549.

XV. Conflicts of Interest

Subrecipient must maintain and provide upon request written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts, and must establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. (2 CFR 200.112 and 2 CFR 200.318(c))

XVI. Closing of this Award

TDEM will close each subaward after receiving all required final documentation from Subrecipient. If the close-out review and reconciliation indicate that the Subrecipient is owed additional funds, TDEM will send the final payment automatically to the Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds. This does not affect:

- DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
- Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
- Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
- Any other provisions of this award that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this award after the expiration or termination of this award.

XVII. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format and shall be transmitted in TDEM's Grant Management System, hereinafter referred to as "GMS". TDEM reserves the right to use other delivery avenues as needed.

XVIII. TDEM's Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for Subrecipient grant management functions. Subrecipients are required to use GMS for all grant-related functions as required by TDEM unless written authorization from

TDEM is given. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements.

Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within GMS are not accepted unless an alternative process has been pre-approved by TDEM as indicated above.

XIX. Performance Period

The performance period for this award is listed on the subaward letter for each project. All projects must be completed within the performance period and within the approved budget. Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to TDEM no later than 30 calendar days after the end of the performance period. TDEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by TDEM. These extensions do not change the established performance periods for Subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be completed prior to the approved project completion deadline assigned to each project.

    a. For Public Assistance projects written at 100% complete, documentation must be submitted within 60 days of the Recovery Scoping Meeting (or DHS/FEMA process equivalent).

    b. For projects not written at 100% complete for both Hazard Mitigation and Public Assistance awards, documentation must be submitted within 30 days of the work completion date.

2. Should additional time be required to complete a project, a time extension request must be submitted in GMS in advance to TDEM which:

    a. Identifies the projects requiring an extension;

    b. Explains the reason for an extension;

    c. Indicates the percentage of work that has been completed;

    d. Provides an anticipated completion date;

    e. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual

project requirements that are beyond the control of Subrecipient. Failure to submit a time extension request 90 days prior to the end of the existing period of performance may result in denial, reduction, or withdrawal of federal funds for approved work. In some circumstances, a request for a project extension may extend beyond the period of performance between TDEM and DHS/FEMA, and so a request for an extension must be approved first by the federal agency before TDEM has authority to approve an extension for a Subrecipient.

XX. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through TDEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to TDEM for review. Any requests sent for a Public Assistance project will be submitted to DHS/FEMA for review and approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to the approval of any scope or budget/cost changes may be denied.

XXI. Final Expenditures Report

The Project Completion and Certification Report (P4) must be submitted to TDEM within 60 calendar days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report and the Applicant's Attestation for Duplication of Benefits (DOB) form certifying that other funds were received to complete the project.

XXII. Net Small Project Overrun

If the total actual cost of all of a Subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the Subrecipient may request additional funding through the appeal process, within 60 calendar days of the latest work completion date of all its Small Projects, as described in the Public Assistance Program and Policy Guide. A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

XXIII. Appeals

1. Public Assistance

   In the event that Subrecipient does not agree with the determinations made by DHS/FEMA, Subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting Subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which Subrecipient believes the initial action was inconsistent. Additionally, for

disasters declared on or after January 1, 2022, Subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to GMS. An appeal must be submitted by Subrecipient within the following time frames:

a. Any DHS/FEMA determination – 60 calendar days from the written notice of the determination being made.

b. Second Appeal – 60 calendar days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the TDEM's Division Chief of Recovery and should contain additional information that the Subrecipient wants to have considered. Upon receipt of an appeal from Subrecipient, TDEM will review the material submitted and forward the appeal with a written recommendation to DHS/FEMA within 60 calendar days.

For presidentially declared disasters on or after January 1, 2016, the Subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of $500,000 (or $100,000 if the Subrecipient is in a "rural area", defined as having a population of less than 200,000 living outside an urbanized area) and must be filed within 60 calendar days of receipt of the first appeal decision. For specific information, refer to 44 CFR § 206.206.

2. Hazard Mitigation

In the event that Subrecipient does not agree with the determinations made by DHS/FEMA, Subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the Subrecipient's position, specifying the monetary figure in dispute, and the provisions in federal law, regulation, or policy with which the Subrecipient believes the initial action was inconsistent. An appeal must be submitted by Subrecipient within the following time frames (44 CFR § 206.440):

a. Any DHS/FEMA or TDEM determination – 60 calendar days from the date of the determination of the appeal written on the DHS/FEMA letter;

b. Second Appeal – 60 calendar days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to the State Hazard Mitigation Officer (SHMO) and should contain additional information, in accordance with Hazard Mitigation Assistance (HMA) guidance, that the Subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from Subrecipient, TDEM will forward the

appeal to DHS/FEMA within 60 calendar days.

XXIV. Requests for Reimbursement and Advance of Funds

Subrecipient will request payment of funds on projects by initiating a request for reimbursement (RFR) in GMS or an advance of funds request (AFR) through GMS. The request must include documentation supporting the request.

Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter**.** If payment is not requested quarterly, Subrecipient is subject to enforcement mechanisms described in the Enforcement section (XIV) of these terms and conditions. Additional monitoring may be required of Subrecipients if funds are advanced.

Small projects will be paid upon completion of work and submission of all necessary closeout documentation to TDEM. Due to the increase in the maximum small project amount, the Subrecipient may require an Advance of Funds to pay the eligible costs of the approved project scopes of work. The small project threshold is adjusted with each federal fiscal year.

Should the Subrecipient have an active receivable on any grant administered by TDEM, TDEM may choose not to process an advance of funds until the receivable is resolved or another arrangement is made.

XXV. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports (QPR) for open, large projects in Public Assistance, all Hazard Mitigation Grant Program, Building Resilient Infrastructure and Committees (BRIC), and Pre-Disaster Mitigation Grant projects using GMS. QPRs are due to TDEM the 15th of the month after the reporting period ends. The reporting periods consist of four 3-month periods:

a. Quarter 1 (Q1): October – December

b. Quarter 2 (Q2): January – March

c. Quarter 3 (Q3): April – June

d. Quarter 4 (Q4): July – September

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or Requests for Reimbursement (RFR) not submitted quarterly, can result in the withholding or de-obligation of funding for Subrecipient until all QPRs are submitted to TDEM, as outlined in XIV Enforcement of these terms and conditions.

TDEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, TDEM may require additional reporting or may take any other appropriate

action to comply with the required standards.

XXVI. Equipment Records

When an individual item of equipment is no longer required for federally funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value of more than $10,000 per unit, Subrecipient must report the equipment to TDEM. TDEM will work with DHS/FEMA to provide the Subrecipient with appropriate disposition instructions. For full rules and regulations regarding equipment, reference 2 CFR 200.313.

XXVII. FEMA Grants Portal and FEMA GO

In addition to TDEM's Grants Management System, Subrecipient may also utilize the required DHS/FEMA grant management systems; however, the TDEM GMS system is the official system of record. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Portal). Subrecipient must establish and maintain an active account in the Portal. It is the Subrecipient's responsibility to provide and upload all requested information in a timely manner, which is needed to write accurate project worksheets. The Portal provides the Subrecipient with visibility of the entire project writing process.

The FEMA Grant Outcomes (FEMA GO) platform is used to facilitate the application, tracking, and management of Hazard Mitigation Grant Programs (HMGP) including Building Resilient Infrastructure and Communities (BRIC), and additional programs anticipated in the future. The Subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding in a timely manner to any information requested to complete the award process.

The use of FEMA's Grants Portal and FEMA GO does not eliminate the requirement to use TDEM's Grants Management System.

XXVIII. Indirect Cost Rates

Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 15 percent de minimis rate of modified total direct costs (MTDC) (as per 2 CFR § 200.414) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from Subrecipient throughout the life cycle of this grant. This process, Request for Information, is herein referred to as RFI. DHS/FEMA RFIs may be received directly from TDEM's Grants Management System (GMS), FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through TDEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. The TDEM RFI policies can be found in Exhibits G & H.

Exhibits

Exhibit A: Assurance – Non-Construction Programs

(See Standard Form 424B)

As the duly authorized representative of applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the

basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of

underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Exhibit B: Assurances – Construction Programs

(See Standard Form 424D)

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title

VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality

control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Exhibit C: Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

3. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:

    a. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.SAM.gov and the State Debarred Vendor List;

    b. Have not within a three-year period preceding this grant been convicted of or had

a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;

d. Have not within a three-year period preceding this grant had one or more public transactions (federal, state, or local) terminated for cause or default; or

e. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant. (Federal Certification).

5. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

6. Subrecipient will comply with 2 CFR Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.

7. Subrecipient will comply with the Drug-free Workplace Act, 2 CFR Part 3001.

8. Subrecipient is not delinquent on any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129, "Policies for Federal Credit Programs and Non-Tax Receivables."and form SF-424, item number 20 for additional information and guidance.

9. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this grant.

10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this grant.

Exhibit D: State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. Shall ensure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.

7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and Subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. 2 CFR 200.300, 2 CFR 200.325(c)(2), and 2 CFR 200.332

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.

9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to:

   (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;

   (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

   (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 42 U.S.C. §§ 12101-12213;

   (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;

   (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

   (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;

   (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

   (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

   (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

   (j) the requirements of any other nondiscrimination statute(s) which may apply to

this grant.

10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91- 646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following:

    (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO 11514);

    (b) notification of violating facilities pursuant to EO 11738;

(c) protection of wetlands pursuant to EO 11990;

(d) evaluation of flood hazards in floodplains in accordance with EO 11988;

(e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);

(f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.);

(g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in the construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at www.SAM.gov.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Exhibit E: Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall assess its federally funded projects for potential impact to environmental resources and historic properties.

2. Shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.

3. Shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.

4. As soon as possible upon receiving this grant, shall provide information to TDEM to assist with the legally required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.

5. Shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.

6. Shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.

7. If ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Exhibit F: Additional Grant Certifications

Public Assistance and Hazard Mitigation Program Grant (HMGP)

1. Match Certifications

   Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (projects) and amendments (versions) under this Grant Agreement. All matching funds must be documented in compliance with 2 CFR 200.306.

2. Duplication of Program Statement

   Subrecipient certifies there has not been, nor will be, a duplication of benefits for this project Match Certification.

3. Federal Debt Disclosure

   Subrecipient certifies that it is not delinquent on any Federal debt.

Hazard Mitigation Program Grant (HMGP) Only

1. Maintenance Agreement

   Applicant certifies that there is a Maintenance Agreement needed for this facility and that a copy of that agreement will be provided to TDEM.

2. Environmental Justice Statement

   Federal Executive Order 12898 compliance requirements – If there are any concentrations of low-income or minority populations in or near the HMGP projects:

   a. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low-income or minority populations, or

   b. Applicant certifies that actions will be taken to ensure environmental justice for low income and minority populations related to this HMGP project.

Exhibit G: Request for Information Procedure

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. TDEM at any point may compress timelines for RFI responses due to other factors such as audit deadlines, grant award deadlines or other deadlines imposed by the awarding/auditing agency. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

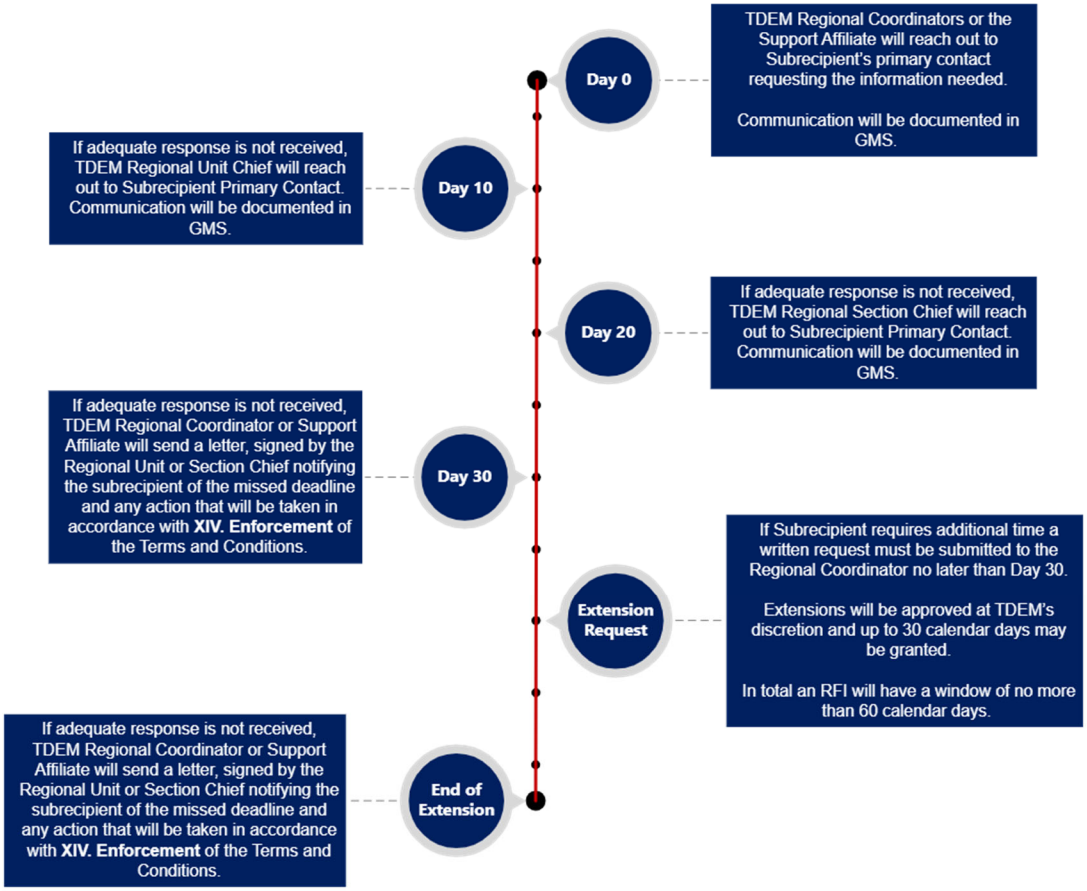

Exhibit H: Hazard Mitigation Application Request for Information Procedure

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely obligation of projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Hazard Mitigation projects for management activities pre-obligation. This policy will address non-responsive and inadequate responses to requests for information. The timeline outlined below represents a single, 15-day calendar period beginning from TDEM's first review of the Subrecipient's application. Failure to supply timely responses could result in dismissal of the application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

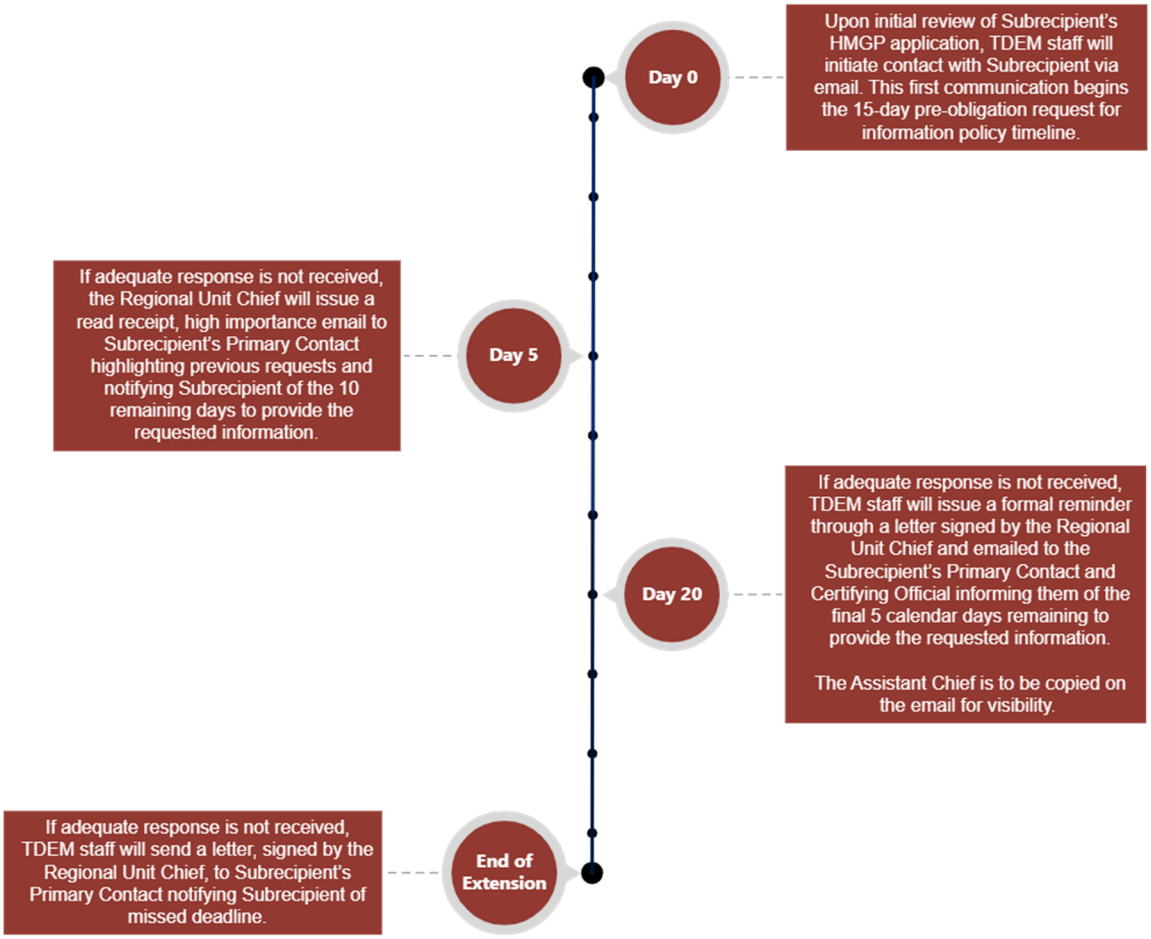

Exhibit I: Recoupment of Funds

Procedure Summary

1. This procedure is to ensure responsible spending of federal dollars, 2 CFR 200.428 and 2 CFR 200.305 require that the State of Texas and the Texas Division of Emergency Management (TDEM) act to identify and recover any improper payments.

2. This procedure applies to all Subrecipients that receive funds from or through TDEM and explains the process by which funding to Subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between TDEM and the Subrecipient and/or applicable FEMA program, statue, regulations, or guidance.

3. The federal dollars described in this policy are passed through TDEM, which serves as the Governor's authorized representative for the federal grants described in these Terms and Conditions. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of TDEM..

Procedure

1. Applicability of Recoupment

   1.1. This procedure will be applied to Subrecipients that have been determined by TDEM to have received an overpayment or that TDEM determines has not spent federal funds in accordance with their approved grant award.

2. Subrecipient's Responsibilities

   2.1. Subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate Subrecipients shall refund to TDEM any sum that has been determined by TDEM to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with their grant or financial award.

   2.2. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.

   2.3. Subrecipients shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund.

3. TDEM Collection Actions

3.1. Upon determination that a Subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:

3.1.1. First Formal Communication: A recoupment letter will be sent to the Subrecipient's Authorized Agent(s) highlighting the amount of federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.

3.1.1.1. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and;

3.1.1.2. Posted in TDEM's Grants Management System (GMS).

3.1.2. TDEM will confirm receipt of the recoupment letter by either receiving a written confirmation from the Subrecipient or making documented verbal contact with the Subrecipients designated agent, mayor, or county judge as applicable.

3.1.3. If the Subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, TDEM may offset an applicant's owed funds against current available funding due to applicant unless an agreement to return funding is reached with the applicant as approved by TDEM.

3.1.4. If the repayment is not made, TDEM shall send an additional notice to the Subrecipient by electronic mail and posted to GMS within forty-five (45) calendar days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the Subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

If the repayment is not made after the second letter, TDEM shall send a third notice to the Subrecipient by electronic mail and posted to the GMS within forty-five (45) calendar days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the Subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.5. If the Subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding to TDEM within one hundred twenty (120) calendar days from the date that the original recoupment letter was sent, TDEM will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. TDEM shall notify the Subrecipient of any such decision.

3.2. Delinquent Accounts

3.2.1. Delinquency Determination

3.2.1.1. If a Subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by TDEM to repay the funding with TDEM within 120 calendar days from the date the original recoupment letter was sent, TDEM may determine that the account is delinquent.

3.2.1.2. At TDEM's sole discretion, TDEM may authorize payment plans that fully reimburse the full amount owed over a one to ninemonth period not to exceed the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.

3.2.1.3. Should a Subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid, and the full balance shall be due within 30 calendar days. If payment is not made within 30 calendar days, the actions contained within Section 3.1.7 and Section 3.2.

3.2.2. Warrant Hold Process

3.2.2.1. Once TDEM has determined that the debt is delinquent, TDEM may utilize the state comptroller's warrant hold process to ensure payments are not issued to the individual or entity that is indebted to the state.

3.2.3. Referral to the Attorney General

3.2.3.1. Once the account is determined to be delinquent, TDEM may determine whether to refer the account to the Attorney General through the System Office of the General Counsel.

3.2.3.2. The determination as to the manner in which to pursue the collection of the account must consider the following:

3.2.3.2.1. The size of the debt;

3.2.3.2.2. The existence of any security or collateral;

3.2.3.2.3. The likelihood of collection through passive means;

3.2.3.2.4. The cost to TDEM or the Attorney General in attempting to collect the obligation; and

3.2.3.2.5. The availability of resources within TDEM or the Attorney General to devote to the collection of the obligation.

3.2.3.3. Upon a determination to refer to the Attorney General, TDEM shall notify the Subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.

3.2.3.3.1. The first demand letter shall be mailed USPS First Class Mail within 30 calendar days after the debt has been determined delinquent and an Attorney General referral is desired.

3.2.3.3.2. The second demand letter shall be mailed USPS First Class Mail between 30-60 calendar days after the first demand letter was mailed if repayment of the amount has not occurred.

3.2.3.4. If TDEM determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General by 90 calendar days after the first demand letter was sent.

3.3. TDEM shall maintain copies of all communications with the Subrecipients regarding the recoupment of the grant or financial award funding.

4. TDEM's Ability to Remedy

Nothing in this procedure shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit TDEM from immediately taking any recoupment action after the first thirty (30) calendar day notice has been issued requesting repayment.

Related Statutes, Policies, or Requirements

- Texas A&M University System Regulation 21.01.04
- 1 Tex. Admin. Code Section 59.2
- Tex. Gov't Code Section 403.055
- Tex. Gov't Code Chapter 2107
- Texas A&M University System Office Collection and Write-off Guidance
- Texas A&M University System Regulation 09.04.01

Grant Acknowledgement, Agreement and Signature

Please provide your signature next to each item in acknowledgement you have received, read, understand, and agree to abide by the terms.

I, _____ , the undersigned and Certifying Official of
Printed Name

_____ certify
Subrecipient Entity Name

that I have read and understand each section of the TDEM Terms and Conditions. My signatures below serve as Subrecipient agreement to comply with all laws, rules, regulations, and policy presented herein.

_____ Signature	Agreement Authority
_____ Signature	Agreement (Section I – XXIX)
_____ Signature	Exhibit A: Assurance – Non-Construction Programs
_____ Signature	Exhibit B: Assurance – Construction Programs
_____ Signature	Exhibit C: Certifications for Grant Agreements
_____ Signature	Exhibit D: State of Texas Assurances
_____ Signature	Exhibit E: Environmental Review Certification
_____ Signature	Exhibit F: Additional Grant Certifications

_____ Signature	Exhibit G: Request for Information Procedure
_____ Signature	Exhibit H: Hazard Mitigation Application Request for Information Procedure
_____ Signature	Exhibit I: Recoupment of Funds

Please sign below to acknowledge Subrecipient's acceptance of this grant and all exhibits and Subrecipient's agreement to abide by all terms and conditions.

Signature of Certifying Official	**Date**
Printed Name	**Title**

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4781-0160-TX (1)

Title: City of Celina Warning Siren Expansion

NEPA DETERMINATION

Non Compliant Flag: No
EA Draft Date:
EA Final Date:
EA Public Notice Date:
EA Fonsi Date:
Level: CATEX
EIS Notice of Intent Date:
EIS ROD Date:

Comments: City of Celina is applying for FEMA Hazard Mitigation Grant Program (HMGP) funding to purchase and install three additional outdoor warning sirens for all hazards throughout the City of Celina, TX. This effort aims to enhance the City's existing emergency alert system, addressing current coverage gaps and improving public safety in schools, residential areas, and community spaces. The project will help prevent loss of life by providing timely warnings for natural hazards.

The three sirens will be installed throughout the City of Celina at the following locations:

1. County Road 92 Celina, TX 75009 (33.308166, -96.748750) New Hole
2. County Road 58 Celina, TX 75009 (33.375030, -96.802208) New Hole
3. North Legacy Drive Celina, TX 75009 (33.340655, -96.821883) New Hole

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX E1. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.
- bunderw2 - 02/04/2026 20:51:33 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
e1	(e1) Construction, installation, operation, maintenance, and removal of utility and communication systems (such as mobile antennas, data processing cable, and similar electronic equipment) that use existing rights-of-way, easements, utility distribution systems, and/or facilities. This is limited to activities with towers where the resulting total height does not exceed 200 feet and where the FCC would not require an EA or EIS for the acquisition, installation, operation or maintenance.	Yes

EXTRAORDINARY CIRCUMSTANCES

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comments
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4781-0160-TX (1)

Title: City of Celina Warning Siren Expansion

Environmental Law/ Executive Order	Status	Description	Comments
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	Per Flood Insurance Rate Map (FIRM) panel numbers 48085C0140J, 48085C0020J, and 48085C0105J, dated 6/2/2009, the project is located outside the 100-year floodplain, special flood hazard area and the activity does not adversely affect floodplain values. - bunderw2 - 02/04/2026 21:01:41 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	A review of the National Wetland Inventory (NWI) online mapper, accessed on 10/09/2025, for the site indicates that the area is not located within nor does it affect a designated wetland. - bunderw2 - 02/04/2026 21:02:12 GMT
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances, Tier II; Section D.3.a of FEMA's Programmatic Agreement (PA) dated March 16, 2022. In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria. - smcgove2 - 02/04/2026 21:04:10 GMT
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Completed	Review concluded	

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4781-0160-TX (1)

Title: City of Celina Warning Siren Expansion

Environmental Law/ Executive Order	Status	Description	Comments
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Grant Terms and Conditions

Subrecipient Agreement for Texas Division of Emergency Management Administered Awards

Revised August 2025



TDEM

THE TEXAS A&M UNIVERSITY SYSTEM

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Revisions

Rev. 1. General updates throughout reflect updates to Executive Orders and federal guidance.

Rev. 2. Updated links throughout the document.

State of the Agreement

Agreement Authority

This agreement applies to all Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) awards or other awarding agency financial assistance awards administered by the Texas Division of Emergency Management (TDEM), an agency of the State of Texas. The federal government, the State of Texas, and TDEM have the right to seek judicial enforcement of these actions.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (CFR) Part 200, and adopted by DHS at 2 CFR Part 3002, as well as all other applicable federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives certify that Subrecipient's policies are in accordance with guidance applicable to federal, state, and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between TDEM and Subrecipient.

TDEM and Subrecipient are collectively hereinafter referred to as the parties. All awards made under this agreement are subject to the same terms and conditions, except where additional provisions may be added by TDEM to ensure compliance with the aforementioned authority.

Subrecipient may not assign or transfer any interest in this award without prior written consent of TDEM and, if required, DHS/FEMA or other awarding agency.

Agreement

I. General Terms

1. The terms recipient and pass-through entity have the same meaning as grantee, as used in governing statutes, regulations, and DHS/FEMA guidance.

2. Throughout this document, the terms grant and award will be used interchangeably.

3. A recipient means an entity that receives a federal award directly from a federal agency to carry out an activity under a federal program. The term recipient does not include Subrecipients or individuals that are participants or beneficiaries of the award.

4. Subrecipient means an entity that receives a subaward from a pass-through entity, in this case TDEM, to carry out part of a federal award. The term Subrecipient does not include a beneficiary or participant. Subrecipient may also be a recipient of other federal awards directly from a federal agency.

5. The grant referred to in this agreement is an award to the Subrecipient passed through from TDEM to the Subrecipient.

6. The certifying official is the mayor, judge, or executive director authorized to execute these terms and conditions, and to submit changes of Subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks but may not act in lieu of the certifying official.

7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.

8. TDEM uses contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A Subrecipient's point of contact for all awards will be the assigned regional staff. TDEM may task various grant management tasks to contractors to work directly with Subrecipients.

9. Within 10 calendar days of any change, Subrecipient must notify TDEM of any change in Designated Subrecipient Agent as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient in TDEM's Grants Management System (GMS).

10. In the event Subrecipient hires a consultant to assist with managing its Public Assistance and Hazard Mitigation grants (or other), it must be listed on the Designated Subrecipient Agent Form (DSA) and may not act in lieu of the designated agent. TDEM will direct all correspondence to the Subrecipient.

Subrecipient is solely responsible for sharing written communications with the consultant. Subrecipient is the primary point of contact and must be included in all decision-making activities.

II. Standard of Performance

Subrecipient must perform all activities as approved by TDEM and that are required within applicable grant/ funding awards. Subrecipient must perform all activities in accordance with all terms, provisions, and requirements set forth in the award, including the following exhibits:

- Assurances – Non-Construction Programs (federal authority), hereinafter referred to as Exhibit A.
- Assurances – Construction Programs (federal authority), hereinafter referred to as Exhibit B.
- Certifications for Grant Agreements (federal authority), hereinafter referred to as Exhibit C.
- State of Texas Assurances (state authority), hereinafter referred to as Exhibit D.
- Environmental Review (federal authority), hereinafter referred to as Exhibit E.
- Additional Grant Certifications (state authority), hereinafter referred to as Exhibit F.
- Request for Information Procedure (state authority), hereinafter referred to as Exhibit G
- Hazard Mitigation Application Request for Information Procedure (state authority), hereinafter referred to as Exhibit H.
- Recoupment of Funds (state authority), hereinafter referred to as Exhibit I.

III. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to TDEM for an amount, not to exceed, the award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Texas until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding from DHS/FEMA and/or other grant programs administered by TDEM.

IV. Funding Obligations

TDEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs, authorized under the applicable award.

- Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by TDEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).

- Subrecipient must contribute the required cost share, also known as non-federal share or match, listed on the subaward.

- Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.

- Any private non-profit (PNP) will agree to name the Recipient (TDEM) as a beneficiary in any bankruptcy proceeding or must obtain a bond to guarantee funding until the project(s) are closed.

- In the event that TDEM is required to continue to manage the Subrecipient's award after the Recipient's (TDEM) allocated state management funds have been exhausted, Subrecipient agrees to reimburse TDEM for such costs necessary to close FEMA awards, including the final recoupment of any funds due to FEMA and/or TDEM and the State of Texas.

V. Recoupment of Funds

Subrecipient must refund, to TDEM, any sum of these award funds that TDEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or federal funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit TDEM's ability to take immediate recoupment action(s) after notice of required refund has been made.

VI. Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this grant, Subrecipient shall administer this award through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS/FEMA program legislation, federal awarding agency regulations, and the terms and conditions of this grant. A non-exclusive list sanctioned by Federal is provided below (not all may apply in every project):

- Public Law 93-288, as amended (Stafford Act)

- 44 CFR, Emergency Management and Assistance
- 2 CFR 200, Grants and Agreements
- Disaster Mitigation Act of 2000
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12699, Seismic Design
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act, Public Law 113-2
- Disaster Recovery Reform Act of 2018
- 16 U.S.C. § 470 National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act
- FEMA program publications, guidance, and policies

VII. State Requirements for Grants

1. Subrecipient must comply with all other federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Texas Grant Management Standards (TxGMS) and the most recent applicable version of the program State Administrative Plan (and all effective updates).

2. Subrecipient must, in addition to the assurances and certifications, comply and require each of its subcontractors, employed in the completion of the project, to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) uniform guidance, terms and conditions of this award, and the approved application.

3. Grant funds must not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission, that is not conducted for the benefit of a particular candidate or party.

4. Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;

b. Texas Government Code Sections 556.004, 556.005, and 556.006, prohibits the use of any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;

c. Texas Government Code Sections 2113.012 and 2113.101 prohibit the use of grant funds to compensate any employee who uses alcoholic beverages on active duty. Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

d. Texas General Appropriations Act, Art. IX, Section 6.13, requires the Subrecipient to make every effort to attain key performance target levels associated with this grant, including performance milestones, milestone time frames, and related performance reporting requirements; and

e. Texas General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, requires that this award may only be expended if Subrecipient timely completes and files its reports.

5. TDEM strongly encourages Subrecipient to complete refresher training in federal procurement standards as variances from these standards account for the majority of funding de-obligation. TDEM will provide training or sources for Subrecipient to attain training. Federal procurement training may be required in advance of funding or as a condition of funding and/or if additional monitoring is deemed appropriate by TDEM.

VIII. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the grant's statutory authority. Award funds must not be used to match funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds must not be used to sue the Federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this Grant.

2. In accordance with 2 CFR §25.300, TDEM will not make a subaward unless Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for System for Award Management (SAM) registration to uniquely identify entities with which the federal government does business.

3. Subrecipient maintains that it has registered at SAM.gov or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep information current, and review and update at least annually; until the later of when it submits this grant's final financial report or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See Appendix A to Part 25, Title 2.

4. Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable (Appendix A to Part 170, Title 2).

    a. Subrecipient shall report whether Subrecipient received $25 million or more in federal procurement contracts or financial assistance subject to the Transparency Act per 2 CFR Appendix-A-to-Part-170(b)(1)(ii)(B)

    b. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from federal procurement contracts or federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's UEI, the names and total compensation (see 17 CFR §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.

    c. Subrecipient shall report executive total compensation at SAM.gov, or other federally established replacement site.

5. Subrecipient must comply with Federal Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government

6. A completed direct deposit authorization form from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant.

7. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage, or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this grant.

8. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or TDEM on the premises of

Subrecipient or a contractor under this grant, Subrecipient must provide and must require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work. A final physical site inspection for eligible scope of work and program compliance may be conducted after the Subrecipient's Project Completion and Certification Report has been submitted.

IX. Procurement Contracting

Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this award in accordance with 2 CFR 200 § 317-327 and Appendix II to Part 200.

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under 2 CFR § 200.327 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

2. For each of the following types of procurement, activities must follow the most restrictive of federal, state, or local procurement regulations:

   a. Micro purchase (2 CFR 200.320(a)(1))

   b. Simplified acquisition (2 CFR 200.320(a)(2))

   c. Sealed bid (2 CFR 200.320(b)(1))--

   d. Competitive proposal (2 CFR 200.320(b)(2))

   e. Non-Competitive proposal (2 CFR 200.320(c))

3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation.

   Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

4. Contracts attributed as "cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by federal procurement standards and are ineligible for DHS/FEMA grants.

5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold as outlined in the Federal Acquisition Regulation (FAR).

6. Subrecipients must not make any award to any party that is debarred or suspended, or is otherwise excluded from participation in the federal assistance programs (Executive Order 12549, Debarment and Suspension).

    a. TDEM will not reimburse any expenses for a debarred vendor or Subrecipient that does not have a valid SAM.gov registration.

    b. Subrecipients must maintain documentation validating review of the debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through SAM.gov and the Comptroller of Texas and available for review. Subrecipients must maintain documentation to show that they have checked all vendors for debarment and suspension prior to engaging them in a contract using both SAM.gov and the Comptroller of Texas.

7. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises, veteran-owned, and labor surplus firms) at 2 CFR §200.321.

8. Subrecipients must comply with the rules of recovered materials for procurements at 2 CFR §200.323.

9. Subrecipients must comply with the rules for domestic preferences for procurements at 2 CFR § 200.322.

10. All procurement documentation must be submitted to the Texas Division of Emergency Management (TDEM) at the project level (or appropriate GMS location) prior to the award of any procurement contract by the sub-recipient in association with Hazard Mitigation.

X. Monitoring

Subrecipient will be monitored periodically by federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance review of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to monitor Subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such monitoring activities.

- Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance monitoring of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to the Subrecipient pursuant to this award or any other federal grant or contract.

- Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as TDEM may require of Subrecipient. Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

Subrecipient understands that acceptance of funds under this award acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office's audit or investigation, including providing all records requested. Subrecipient must ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Subrecipient relating to this award.

- TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this award and of the adequacy and timeliness of Subrecipient's performance pursuant to this award.

- After each monitoring visit, if the monitoring visit reveals deficiencies in the Subrecipient's performance under this grant, a monitoring report will be provided to the Subrecipient that includes requirements for the timely correction of such deficiencies by the Subrecipient. Failure by Subrecipient to take action(s) specified in the monitoring report may be cause for special conditions to be placed on future awards, suspension or termination of the current award pursuant to 2 CFR 200.339.

XI. Audit

Subrecipients expending $1,000,000 or more in total federal financial assistance during their fiscal year will be required to have and provide to TDEM a single audit in accordance with 2 CFR Part 200 Subpart F. .

- A copy of the Single Audit must be electronically submitted to the Federal Audit Clearinghouse (FAC). The audit must be submitted within 30 calendar days after the auditee receives the auditor's report(s) or nine months after the end of the audit period (whichever is earlier) in accordance with 2 CFR 200.507(c)..

- If the Subrecipient is not required to have a single audit, a response to the request will be required to be provided to TDEM for documentation.

Failing to follow the regulation can result in significant adverse consequences, including any action listed in the Enforcement Section (XIV) of this agreement and in accordance with 2 CFR 200.339.

XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal document retention policy, or the State's document retention policy, whichever is more restrictive. At a minimum, Subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable 2 CFR § 200.334-338, TAMU System Regulation 61.99.01, and this agreement.

1. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, or any litigation, dispute, or audit.

2. Records shall be retained for three (3) years after the final disposition of real estate or equipment.

3. DHS/FEMA or TDEM may direct the Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long-term retention value. If documentation is not retained in accordance with the retention requirements, the subrecipient will be liable for any costs that cannot be substantiated.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things, or property belonging to or in use by the Subrecipient pertaining to this award including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

XIII. Changes or Amendments

TDEM may modify this agreement after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this award. Any alteration, addition, or deletion to this agreement made by Subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this agreement after an award has been

made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically through GMS of the changes in writing. Once notification has been made, any subsequent request for reimbursement will indicate Subrecipients acceptance of the changes to this award.

XIV. Enforcement

Should Subrecipient materially fail to comply with any term of this award or agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports;

2. Require all payments as reimbursements rather than advance payments;

3. Temporarily withhold payments pending correction of the deficiency;

4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;

5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;

6. Withhold cash payments pending correction of the deficiency bySubrecipient or more severe enforcement action by TDEM or DHS/FEMA;

7. Terminate this award, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any terms of this grant (2 CFR 200.339). TDEM shall provide written notice of the termination that includes:

    a. The reason(s) for such determination;

    b. The effective date of such termination; and

    c. The scope of the termination of the award.

    d. The termination of an award is final.

8. Withhold future awards for the grant program; and

9. Take other remedies that may be legally available.

In taking an enforcement action, TDEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where TDEM, as the recipient, is obligated to follow.

Costs incurred by Subrecipient during a suspension or after the termination of this

award are not allowable costs.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549.

XV. Conflicts of Interest

Subrecipient must maintain and provide upon request written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts, and must establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. (2 CFR 200.112 and 2 CFR 200.318(c))

XVI. Closing of this Award

TDEM will close each subaward after receiving all required final documentation from Subrecipient. If the close-out review and reconciliation indicate that the Subrecipient is owed additional funds, TDEM will send the final payment automatically to the Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds. This does not affect:

- DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
- Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
- Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
- Any other provisions of this award that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this award after the expiration or termination of this award.

XVII. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format and shall be transmitted in TDEM's Grant Management System, hereinafter referred to as "GMS". TDEM reserves the right to use other delivery avenues as needed.

XVIII. TDEM's Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for Subrecipient grant management functions. Subrecipients are required to use GMS for all grant-related functions as required by TDEM unless written authorization from

TDEM is given. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements.

Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within GMS are not accepted unless an alternative process has been pre-approved by TDEM as indicated above.

XIX. Performance Period

The performance period for this award is listed on the subaward letter for each project. All projects must be completed within the performance period and within the approved budget. Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to TDEM no later than 30 calendar days after the end of the performance period. TDEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by TDEM. These extensions do not change the established performance periods for Subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be completed prior to the approved project completion deadline assigned to each project.

    a. For Public Assistance projects written at 100% complete, documentation must be submitted within 60 days of the Recovery Scoping Meeting (or DHS/FEMA process equivalent).

    b. For projects not written at 100% complete for both Hazard Mitigation and Public Assistance awards, documentation must be submitted within 30 days of the work completion date.

2. Should additional time be required to complete a project, a time extension request must be submitted in GMS in advance to TDEM which:

    a. Identifies the projects requiring an extension;

    b. Explains the reason for an extension;

    c. Indicates the percentage of work that has been completed;

    d. Provides an anticipated completion date;

    e. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual

project requirements that are beyond the control of Subrecipient. Failure to submit a time extension request 90 days prior to the end of the existing period of performance may result in denial, reduction, or withdrawal of federal funds for approved work. In some circumstances, a request for a project extension may extend beyond the period of performance between TDEM and DHS/FEMA, and so a request for an extension must be approved first by the federal agency before TDEM has authority to approve an extension for a Subrecipient.

XX. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through TDEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to TDEM for review. Any requests sent for a Public Assistance project will be submitted to DHS/FEMA for review and approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to the approval of any scope or budget/cost changes may be denied.

XXI. Final Expenditures Report

The Project Completion and Certification Report (P4) must be submitted to TDEM within 60 calendar days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report and the Applicant's Attestation for Duplication of Benefits (DOB) form certifying that other funds were received to complete the project.

XXII. Net Small Project Overrun

If the total actual cost of all of a Subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the Subrecipient may request additional funding through the appeal process, within 60 calendar days of the latest work completion date of all its Small Projects, as described in the Public Assistance Program and Policy Guide. A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

XXIII. Appeals

1. Public Assistance

   In the event that Subrecipient does not agree with the determinations made by DHS/FEMA, Subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting Subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which Subrecipient believes the initial action was inconsistent. Additionally, for

disasters declared on or after January 1, 2022, Subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to GMS. An appeal must be submitted by Subrecipient within the following time frames:

a. Any DHS/FEMA determination – 60 calendar days from the written notice of the determination being made.

b. Second Appeal – 60 calendar days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the TDEM's Division Chief of Recovery and should contain additional information that the Subrecipient wants to have considered. Upon receipt of an appeal from Subrecipient, TDEM will review the material submitted and forward the appeal with a written recommendation to DHS/FEMA within 60 calendar days.

For presidentially declared disasters on or after January 1, 2016, the Subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of $500,000 (or $100,000 if the Subrecipient is in a "rural area", defined as having a population of less than 200,000 living outside an urbanized area) and must be filed within 60 calendar days of receipt of the first appeal decision. For specific information, refer to 44 CFR § 206.206.

2. Hazard Mitigation

In the event that Subrecipient does not agree with the determinations made by DHS/FEMA, Subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the Subrecipient's position, specifying the monetary figure in dispute, and the provisions in federal law, regulation, or policy with which the Subrecipient believes the initial action was inconsistent. An appeal must be submitted by Subrecipient within the following time frames (44 CFR § 206.440):

a. Any DHS/FEMA or TDEM determination – 60 calendar days from the date of the determination of the appeal written on the DHS/FEMA letter;

b. Second Appeal – 60 calendar days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to the State Hazard Mitigation Officer (SHMO) and should contain additional information, in accordance with Hazard Mitigation Assistance (HMA) guidance, that the Subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from Subrecipient, TDEM will forward the

appeal to DHS/FEMA within 60 calendar days.

XXIV. Requests for Reimbursement and Advance of Funds

Subrecipient will request payment of funds on projects by initiating a request for reimbursement (RFR) in GMS or an advance of funds request (AFR) through GMS. The request must include documentation supporting the request.

Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter**.** If payment is not requested quarterly, Subrecipient is subject to enforcement mechanisms described in the Enforcement section (XIV) of these terms and conditions. Additional monitoring may be required of Subrecipients if funds are advanced.

Small projects will be paid upon completion of work and submission of all necessary closeout documentation to TDEM. Due to the increase in the maximum small project amount, the Subrecipient may require an Advance of Funds to pay the eligible costs of the approved project scopes of work. The small project threshold is adjusted with each federal fiscal year.

Should the Subrecipient have an active receivable on any grant administered by TDEM, TDEM may choose not to process an advance of funds until the receivable is resolved or another arrangement is made.

XXV. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports (QPR) for open, large projects in Public Assistance, all Hazard Mitigation Grant Program, Building Resilient Infrastructure and Committees (BRIC), and Pre-Disaster Mitigation Grant projects using GMS. QPRs are due to TDEM the 15th of the month after the reporting period ends. The reporting periods consist of four 3-month periods:

a. Quarter 1 (Q1): October – December

b. Quarter 2 (Q2): January – March

c. Quarter 3 (Q3): April – June

d. Quarter 4 (Q4): July – September

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or Requests for Reimbursement (RFR) not submitted quarterly, can result in the withholding or de-obligation of funding for Subrecipient until all QPRs are submitted to TDEM, as outlined in XIV Enforcement of these terms and conditions.

TDEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, TDEM may require additional reporting or may take any other appropriate

action to comply with the required standards.

XXVI. Equipment Records

When an individual item of equipment is no longer required for federally funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value of more than $10,000 per unit, Subrecipient must report the equipment to TDEM. TDEM will work with DHS/FEMA to provide the Subrecipient with appropriate disposition instructions. For full rules and regulations regarding equipment, reference 2 CFR 200.313.

XXVII. FEMA Grants Portal and FEMA GO

In addition to TDEM's Grants Management System, Subrecipient may also utilize the required DHS/FEMA grant management systems; however, the TDEM GMS system is the official system of record. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Portal). Subrecipient must establish and maintain an active account in the Portal. It is the Subrecipient's responsibility to provide and upload all requested information in a timely manner, which is needed to write accurate project worksheets. The Portal provides the Subrecipient with visibility of the entire project writing process.

The FEMA Grant Outcomes (FEMA GO) platform is used to facilitate the application, tracking, and management of Hazard Mitigation Grant Programs (HMGP) including Building Resilient Infrastructure and Communities (BRIC), and additional programs anticipated in the future. The Subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding in a timely manner to any information requested to complete the award process.

The use of FEMA's Grants Portal and FEMA GO does not eliminate the requirement to use TDEM's Grants Management System.

XXVIII. Indirect Cost Rates

Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 15 percent de minimis rate of modified total direct costs (MTDC) (as per 2 CFR § 200.414) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from Subrecipient throughout the life cycle of this grant. This process, Request for Information, is herein referred to as RFI. DHS/FEMA RFIs may be received directly from TDEM's Grants Management System (GMS), FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through TDEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. The TDEM RFI policies can be found in Exhibits G & H.

Exhibits

Exhibit A: Assurance – Non-Construction Programs

(See Standard Form 424B)

As the duly authorized representative of applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the

basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of

underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Exhibit B: Assurances – Construction Programs

(See Standard Form 424D)

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title

VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality

control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Exhibit C: Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

3. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:

    a. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.SAM.gov and the State Debarred Vendor List;

    b. Have not within a three-year period preceding this grant been convicted of or had

a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;

d. Have not within a three-year period preceding this grant had one or more public transactions (federal, state, or local) terminated for cause or default; or

e. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant. (Federal Certification).

5. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

6. Subrecipient will comply with 2 CFR Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.

7. Subrecipient will comply with the Drug-free Workplace Act, 2 CFR Part 3001.

8. Subrecipient is not delinquent on any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129, "Policies for Federal Credit Programs and Non-Tax Receivables."and form SF-424, item number 20 for additional information and guidance.

9. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this grant.

10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this grant.

Exhibit D: State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. Shall ensure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.

7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and Subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. 2 CFR 200.300, 2 CFR 200.325(c)(2), and 2 CFR 200.332

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.

9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to:

   (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;

   (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

   (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 42 U.S.C. §§ 12101-12213;

   (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;

   (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

   (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;

   (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

   (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

   (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

   (j) the requirements of any other nondiscrimination statute(s) which may apply to

this grant.

10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91- 646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following:

    (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO 11514);

    (b) notification of violating facilities pursuant to EO 11738;

(c) protection of wetlands pursuant to EO 11990;

(d) evaluation of flood hazards in floodplains in accordance with EO 11988;

(e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);

(f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.);

(g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in the construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at www.SAM.gov.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Exhibit E: Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall assess its federally funded projects for potential impact to environmental resources and historic properties.

2. Shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.

3. Shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.

4. As soon as possible upon receiving this grant, shall provide information to TDEM to assist with the legally required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.

5. Shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.

6. Shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.

7. If ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Exhibit F: Additional Grant Certifications

Public Assistance and Hazard Mitigation Program Grant (HMGP)

1. Match Certifications

   Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (projects) and amendments (versions) under this Grant Agreement. All matching funds must be documented in compliance with 2 CFR 200.306.

2. Duplication of Program Statement

   Subrecipient certifies there has not been, nor will be, a duplication of benefits for this project Match Certification.

3. Federal Debt Disclosure

   Subrecipient certifies that it is not delinquent on any Federal debt.

Hazard Mitigation Program Grant (HMGP) Only

1. Maintenance Agreement

   Applicant certifies that there is a Maintenance Agreement needed for this facility and that a copy of that agreement will be provided to TDEM.

2. Environmental Justice Statement

   Federal Executive Order 12898 compliance requirements – If there are any concentrations of low-income or minority populations in or near the HMGP projects:

   a. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low-income or minority populations, or

   b. Applicant certifies that actions will be taken to ensure environmental justice for low income and minority populations related to this HMGP project.

Exhibit G: Request for Information Procedure

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. TDEM at any point may compress timelines for RFI responses due to other factors such as audit deadlines, grant award deadlines or other deadlines imposed by the awarding/auditing agency. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

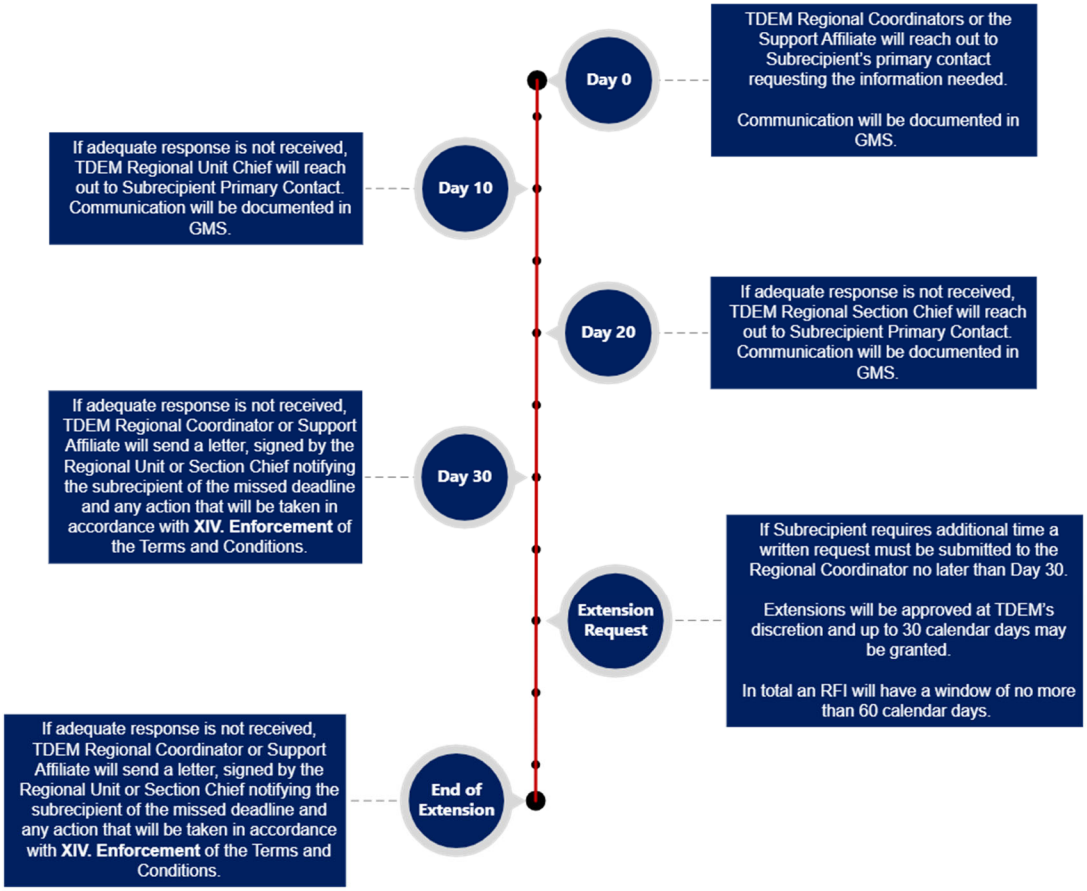


Exhibit H: Hazard Mitigation Application Request for Information Procedure

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely obligation of projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Hazard Mitigation projects for management activities pre-obligation. This policy will address non-responsive and inadequate responses to requests for information. The timeline outlined below represents a single, 15-day calendar period beginning from TDEM's first review of the Subrecipient's application. Failure to supply timely responses could result in dismissal of the application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

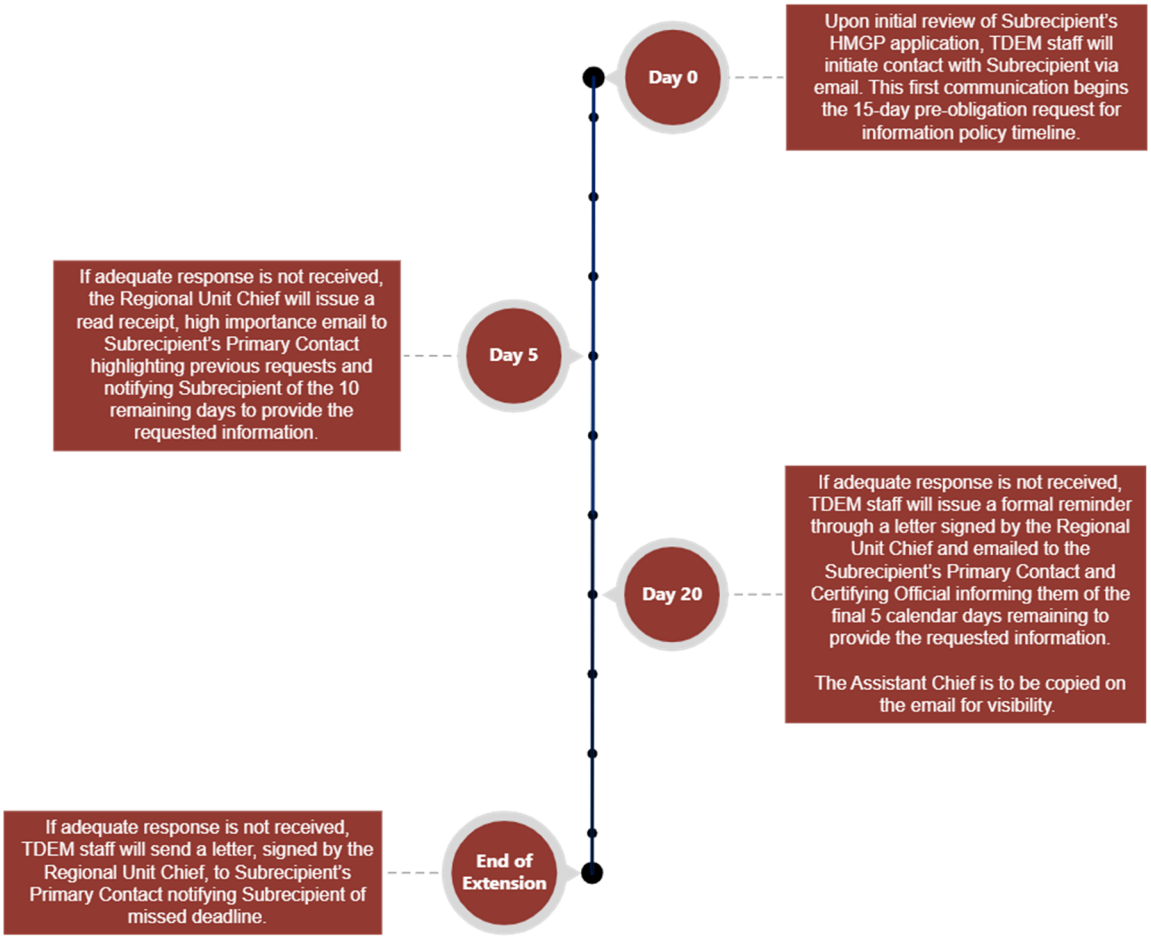


Exhibit I: Recoupment of Funds

Procedure Summary

1. This procedure is to ensure responsible spending of federal dollars, 2 CFR 200.428 and 2 CFR 200.305 require that the State of Texas and the Texas Division of Emergency Management (TDEM) act to identify and recover any improper payments.

2. This procedure applies to all Subrecipients that receive funds from or through TDEM and explains the process by which funding to Subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between TDEM and the Subrecipient and/or applicable FEMA program, statue, regulations, or guidance.

3. The federal dollars described in this policy are passed through TDEM, which serves as the Governor's authorized representative for the federal grants described in these Terms and Conditions. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of TDEM..

Procedure

1. Applicability of Recoupment

   1.1. This procedure will be applied to Subrecipients that have been determined by TDEM to have received an overpayment or that TDEM determines has not spent federal funds in accordance with their approved grant award.

2. Subrecipient's Responsibilities

   2.1. Subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate Subrecipients shall refund to TDEM any sum that has been determined by TDEM to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with their grant or financial award.

   2.2. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.

   2.3. Subrecipients shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund.

3. TDEM Collection Actions

3.1. Upon determination that a Subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:

3.1.1. First Formal Communication: A recoupment letter will be sent to the Subrecipient's Authorized Agent(s) highlighting the amount of federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.

3.1.1.1. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and;

3.1.1.2. Posted in TDEM's Grants Management System (GMS).

3.1.2. TDEM will confirm receipt of the recoupment letter by either receiving a written confirmation from the Subrecipient or making documented verbal contact with the Subrecipients designated agent, mayor, or county judge as applicable.

3.1.3. If the Subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, TDEM may offset an applicant's owed funds against current available funding due to applicant unless an agreement to return funding is reached with the applicant as approved by TDEM.

3.1.4. If the repayment is not made, TDEM shall send an additional notice to the Subrecipient by electronic mail and posted to GMS within forty-five (45) calendar days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the Subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

If the repayment is not made after the second letter, TDEM shall send a third notice to the Subrecipient by electronic mail and posted to the GMS within forty-five (45) calendar days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the Subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.5. If the Subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding to TDEM within one hundred twenty (120) calendar days from the date that the original recoupment letter was sent, TDEM will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. TDEM shall notify the Subrecipient of any such decision.

3.2. Delinquent Accounts

3.2.1. Delinquency Determination

3.2.1.1. If a Subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by TDEM to repay the funding with TDEM within 120 calendar days from the date the original recoupment letter was sent, TDEM may determine that the account is delinquent.

3.2.1.2. At TDEM's sole discretion, TDEM may authorize payment plans that fully reimburse the full amount owed over a one to ninemonth period not to exceed the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.

3.2.1.3. Should a Subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid, and the full balance shall be due within 30 calendar days. If payment is not made within 30 calendar days, the actions contained within Section 3.1.7 and Section 3.2.

3.2.2. Warrant Hold Process

3.2.2.1. Once TDEM has determined that the debt is delinquent, TDEM may utilize the state comptroller's warrant hold process to ensure payments are not issued to the individual or entity that is indebted to the state.

3.2.3. Referral to the Attorney General

3.2.3.1. Once the account is determined to be delinquent, TDEM may determine whether to refer the account to the Attorney General through the System Office of the General Counsel.

3.2.3.2. The determination as to the manner in which to pursue the collection of the account must consider the following:

3.2.3.2.1. The size of the debt;

3.2.3.2.2. The existence of any security or collateral;

3.2.3.2.3. The likelihood of collection through passive means;

3.2.3.2.4. The cost to TDEM or the Attorney General in attempting to collect the obligation; and

3.2.3.2.5. The availability of resources within TDEM or the Attorney General to devote to the collection of the obligation.

3.2.3.3. Upon a determination to refer to the Attorney General, TDEM shall notify the Subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.

3.2.3.3.1. The first demand letter shall be mailed USPS First Class Mail within 30 calendar days after the debt has been determined delinquent and an Attorney General referral is desired.

3.2.3.3.2. The second demand letter shall be mailed USPS First Class Mail between 30-60 calendar days after the first demand letter was mailed if repayment of the amount has not occurred.

3.2.3.4. If TDEM determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General by 90 calendar days after the first demand letter was sent.

3.3. TDEM shall maintain copies of all communications with the Subrecipients regarding the recoupment of the grant or financial award funding.

4. TDEM's Ability to Remedy

Nothing in this procedure shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit TDEM from immediately taking any recoupment action after the first thirty (30) calendar day notice has been issued requesting repayment.

Related Statutes, Policies, or Requirements

- Texas A&M University System Regulation 21.01.04
- 1 Tex. Admin. Code Section 59.2
- Tex. Gov't Code Section 403.055
- Tex. Gov't Code Chapter 2107
- Texas A&M University System Office Collection and Write-off Guidance
- Texas A&M University System Regulation 09.04.01

Grant Acknowledgement, Agreement and Signature

Please provide your signature next to each item in acknowledgement you have received, read, understand, and agree to abide by the terms.

I, _____ , the undersigned and Certifying Official of
Printed Name

_____ certify
Subrecipient Entity Name

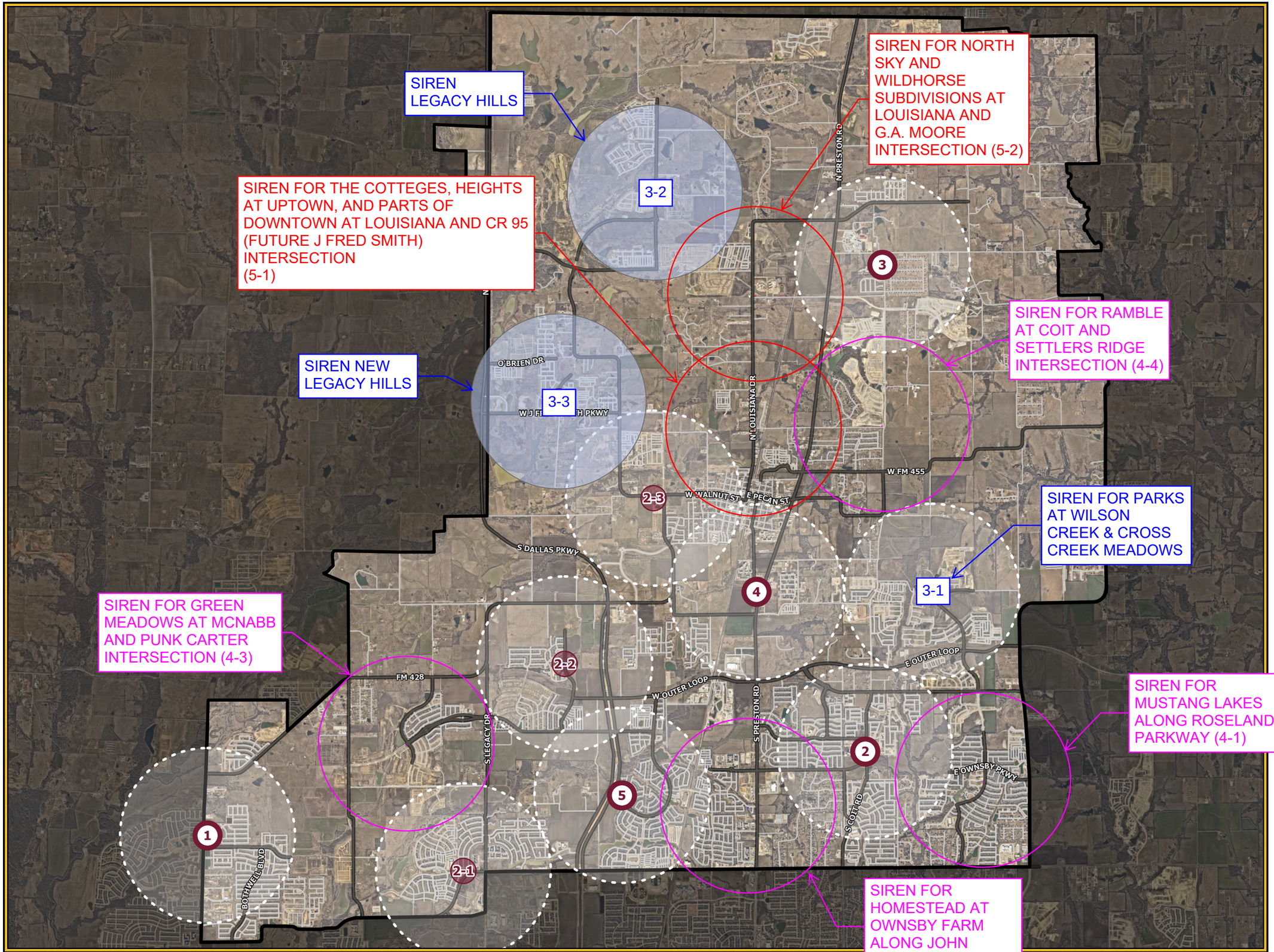
that I have read and understand each section of the TDEM Terms and Conditions. My signatures below serve as Subrecipient agreement to comply with all laws, rules, regulations, and policy presented herein.

_____ Signature	Agreement Authority
_____ Signature	Agreement (Section I – XXIX)
_____ Signature	Exhibit A: Assurance – Non-Construction Programs
_____ Signature	Exhibit B: Assurance – Construction Programs
_____ Signature	Exhibit C: Certifications for Grant Agreements
_____ Signature	Exhibit D: State of Texas Assurances
_____ Signature	Exhibit E: Environmental Review Certification
_____ Signature	Exhibit F: Additional Grant Certifications

_____ Signature	Exhibit G: Request for Information Procedure
_____ Signature	Exhibit H: Hazard Mitigation Application Request for Information Procedure
_____ Signature	Exhibit I: Recoupment of Funds

Please sign below to acknowledge Subrecipient's acceptance of this grant and all exhibits and Subrecipient's agreement to abide by all terms and conditions.

Signature of Certifying Official	**Date**
Printed Name	**Title**



CELINA TEXAS EST. 1876
Life Connected.

Warning Sirens

Review:
Current
Phase 2 Future
Remaining Phase 2 Potentials

Legend

- Major Roads
- Roads

Warning Sirens

- Existing
- Phase 2 Future
- Remaining Phase 2 Potentials
- 1 Mile Buffer
- Remaining Phase 2 Potentials

N
W E
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0 1 2 Miles

1/21/2026

Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee, Director of Development Services
CC: Robert Ranc, City Manager
Date: May 12, 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 Assembly, Other use on an approximately .24 acre portion of an overall four (4) acre tract; generally located approximately 890 feet north of Frontier Parkway and 850 feet east of Preston Road, within the City limits, for Preston Corner Lot 8 – Building 3 Event Center. (Mohan)

Background Information:
The subject property is approximately 0.24 acres (Building 3) and part of an overall four (4) acre tract, located within the City limits. The entire property is currently zoned Commercial, Office, and Retail District (C) and Preston Road Overlay (PRO), and the applicant desires to operate an event center. The surrounding buildings that are part of the overall tract are proposed to be retail. An Event Center falls under the use category of "Assembly Uses, Other," which is defined as "a building or structure for the gathering of persons for purposes of civil, social, or educational functions, including but not limited to event centers, convention centers, fraternal lodges, Elks, Masons, labor unions, and other meeting of like-minded people for a particular function." The Zoning Ordinance requires Assembly Uses, Other, to first obtain a Specific Use Permit (SUP) from the City Council to legally operate in the base Commercial zoning district and Preston Road Overlay.

A Specific Use Permit (SUP) is required for certain land uses allowed by the Zoning Ordinance to ensure they are reviewed for appropriateness and situational suitability, with the City retaining broad discretion in granting approval and determining appropriateness of a proposal.

In terms of Policy Considerations, the property is zoned Commercial, Office, and Retail District (C), and the proposed project is located at the rear of the site without displacing prime retail space. Similar event centers are commonly found in commercial areas and do not always require an SUP from the City.

The Planning & Zoning Commission unanimously recommended approval (6-0) at the regular meeting in April. There was no public feedback at the Public Hearing. The Commission noted that sufficient parking would be available being part of a larger commercial corner.

Please refer to the attachments for additional information.

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.

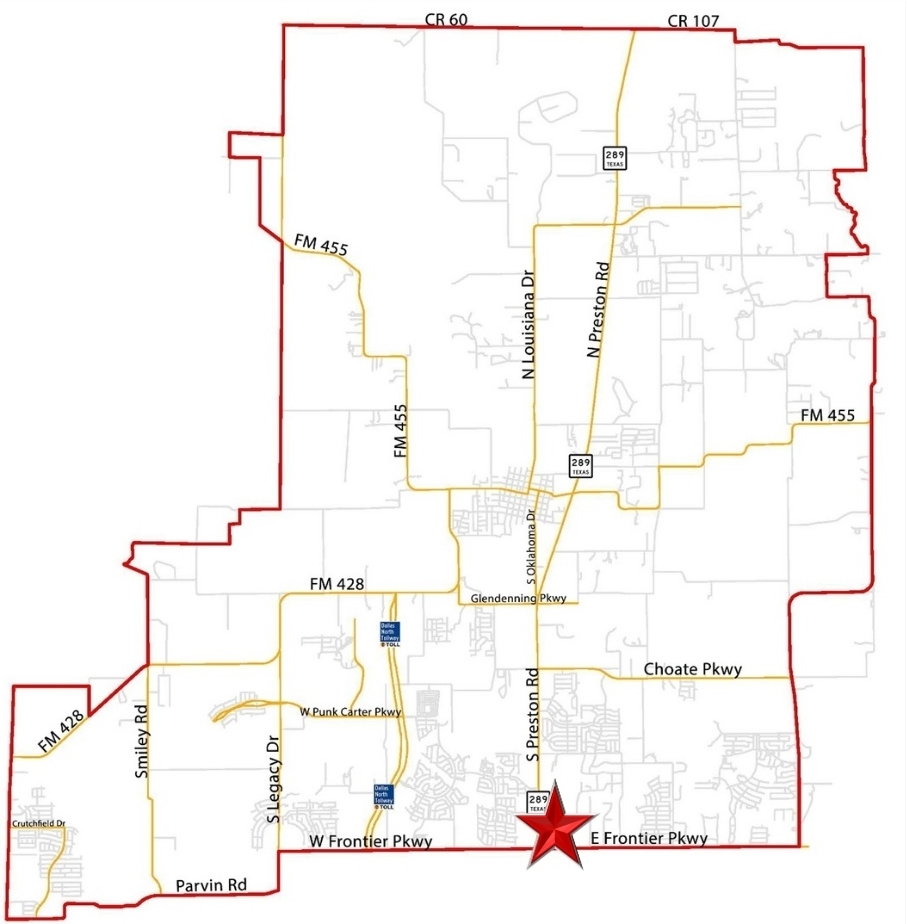


Preston Corner Lot 8 (Building 3)

Specific Use Permit

City Council

May 12, 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
Choate Pkwy
W Punk Carter Pkwy
S Preston Rd
FM 428
Smiley Rd
S Legacy Dr
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd

Location Map

The subject property is generally located at the northeast corner of Frontier Parkway and Preston Road



BACKGROUND

- The subject property is approximately 0.24 acres (Building 3) and part of an overall 4 acre tract, located within the City Limits
- The entire property is currently zoned Commercial, Office, and Retail District
- The applicant desires to operate an event center
- The surrounding buildings that are part of the overall tract are proposed retail

ENTITLEMENT OVERVIEW

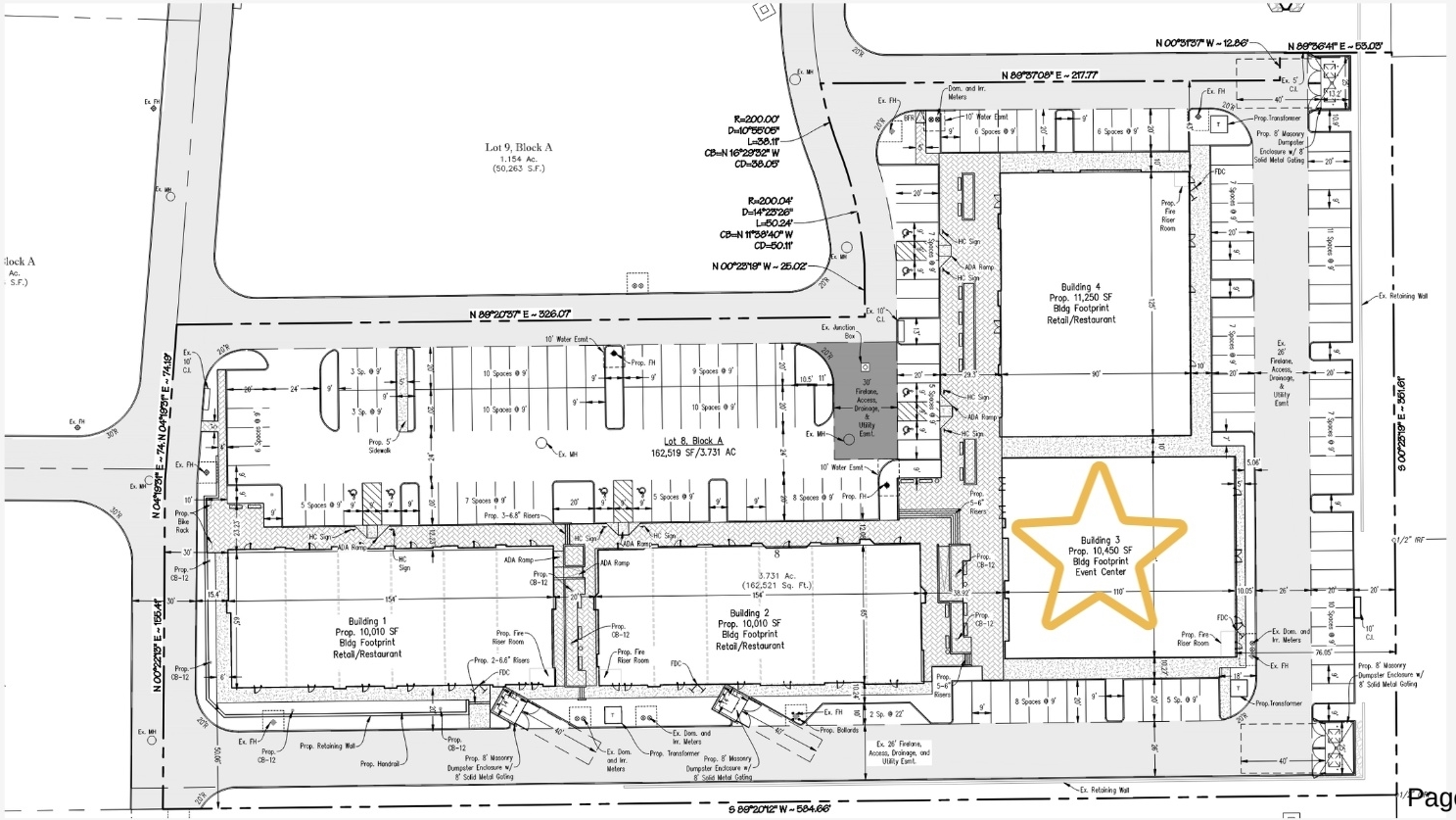
- The Zoning Ordinance requires an Assembly Use, Other, to first obtain a Specific Use Permit (SUP) from the City Council to legally operate in the base Commercial zoning district and Preston Road Overlay (PRO)

- Assembly Uses, Other is defined as, "a building or structure for the gathering together of persons for purposes of civic, social, or educational functions, including but not limited to event centers, convention centers, fraternal lodges, Elks, Masons, labor unions, and other meeting places of like-minded people for a particular function"

SUP OVERVIEW

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

SITE PLAN



Lot 9, Block A
1.154 Ac.
(50,263 S.F.)
Lot 8, Block A
162,519 SF/3.731 AC
Building 1
Prop. 10,010 SF
Bldg Footprint
Retail/Restaurant
Building 2
Prop. 10,010 SF
Bldg Footprint
Retail/Restaurant
Building 3
Prop. 10,450 SF
Bldg Footprint
Event Center
Building 4
Prop. 11,250 SF
Bldg Footprint
Retail/Restaurant
N 89°20'37" E ~ 326.07'
N 89°37'08" E ~ 217.77'
N 00°23'19" W ~ 25.02'
N 00°31'37" W ~ 12.86'
N 89°36'41" E ~ 53.03'
S 89°20'12" W ~ 584.66'
S 00°23'19" E ~ 351.61'
N 00°22'15" E ~ 155.41'
N 04°19'31" E ~ 74.19'

OVERALL SITE PLAN



POLICY CONSIDERATIONS

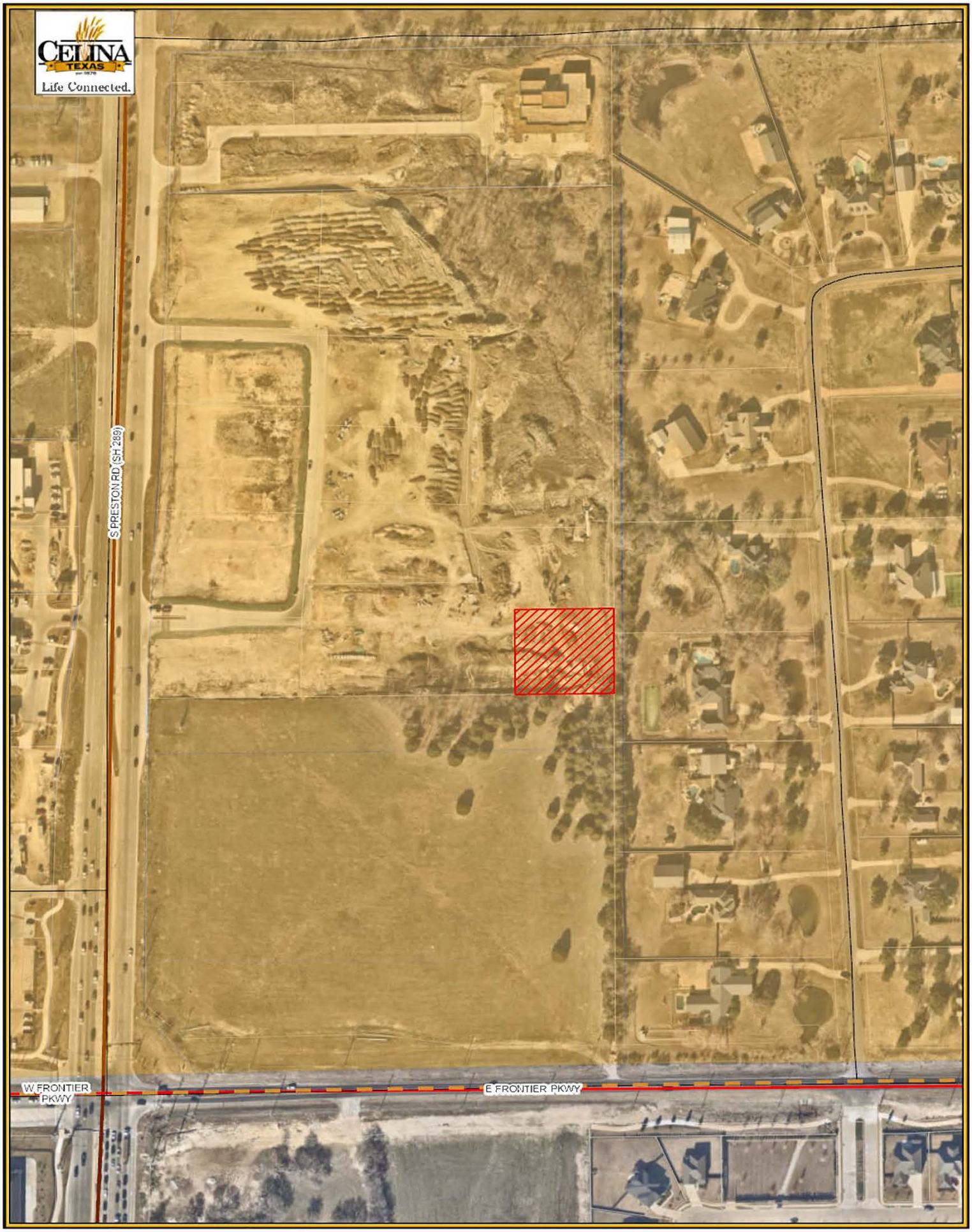
- The subject property's base zoning is Commercial, Office, and Retail District
- The proposed project is at the back of the property and not replacing a prime retail spot
- Event centers of this nature are common in commercial areas and do not always require an SUP from the governing city

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (6-0) at its regular meeting in April
- There was no public feedback at the public hearing
- The Commission noted that sufficient parking would be available being part of a larger commercial corner
- Staff recommends approval as presented



Thank You!



Legend

- City Limits
- Roads
- Parcels
- Subject Property

26-SUP-02 - Preston Corner (Lot 8 - Bldg 3) Location Map

3/26/2026

N W E S

0 180 360

Feet

ORDINANCE 2026-____
PRESTON CORNER LOT 8 BUILDING 3 (FRONTIER & PRESTON) - SPECIFIC USE PERMIT (SUP)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-58, 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 .24 ACRE PORTION OF AN OVERALL 4 ACRE TRACT OF LAND SITUATED IN THE JONATHAN WESTOVER SURVEY, ABSTRACT NO. 1030, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED ON THE NORTHEAST CORNER OF FRONTIER PARKWAY AND PRESTON ROAD, WITHIN THE CITY LIMITS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREIN TO BE DESIGNATED COMMERCIAL, OFFICE, AND RETAIL DISTRICT (C) ZONING WITH THE PRESTON ROAD OVERLAY (PRO) AND A SPECIFIC USE PERMIT PROVIDING FOR ASSEMBLY USES, OTHER; 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 an "Assembly Uses, Other" use has been requested for the property generally located on the northeast corner of Frontier Parkway and Preston Road, 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 "Assembly Uses, Other" use for the property generally located on the northeast corner of Frontier Parkway and Preston Road, 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. 2006-58 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 on the northeast corner of Frontier Parkway and Preston Road, Celina, Texas, with Commercial, Office, & Retail District (C) zoning with the Preston Road Overlay (PRO) and a Specific Use Permit for an "Assembly Uses, Other" use.

SECTION 5
REVISION OF ZONING MAP

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

SECTION 6
COMPLIANCE REQUIRED

That the generally located on the northeast corner of Frontier Parkway and Preston Road, Celina, Texas, shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina, as amended.

SECTION 7
PENALTY

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

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13

EFFECTIVE DATE

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

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of May 2026.

CITY OF CELINA

_____

Ryan Tubbs, Mayor

ATTEST:

_____

Ashley Owens, City Secretary

EXHIBIT A
Legal Description

BEING a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030, City of Celina, Collin County, Texas, being part of a tract conveyed to PF20 Development LLC, by deed recorded in Document No. 2023000134310 of the Official Public Records, Collin County, Texas, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" capped iron rod stamped "SPARSENG" set in the south line of said PF20 Development LLC tract and being in the north line of a tract of land conveyed to Remington Preston, LLC, by deed recorded in Document No. 2023000071892 of said Official Public Records;

THENCE departing said south line of said PF20 Development LLC tract and said north line of Remington Preston, LLC tract, over and across said PF20 Development LLC tract, the following courses and distances:

N 00°22'13" E, 155.41 feet, to a 1/2" capped iron rod stamped "SPARSENG" set;

N 04°19'31" E, 74.19 feet, to a 1/2" capped iron rod stamped "SPARSENG" set, from which a 1/2" capped iron rod found in the west line of said PF20 Development tract and in the east line of Preston Road, a variable width right-of-way bears N 45°25'34" W, 373.40 feet;

N 89°20'37" E, 326.07 feet, to a 1/2" capped iron rod stamped "SPARSENG" set;

N 00°23'19" W, 25.02 feet, to a 1/2" capped iron rod stamped "SPARSENG" set;

around a non-tangent curve to the left having a central angle of 14°23'26", a radius of 200.04 feet, a chord of N 11°38'40" W - 50.11 feet, an arc length of 50.24 feet, to a 1/2" capped iron rod stamped "SPARSENG" set;

around a non-tangent curve to the right having a central angle of 10°55'05", a radius of 200.00 feet, a chord of N 16°29'32" W - 38.05 feet, an arc length of 38.11 feet, to a 1/2" capped iron rod stamped "SPARSENG" set;;

N 89°37'08" E, 217.77 feet, to a 1/2" capped iron rod stamped "SPARSENG" set;

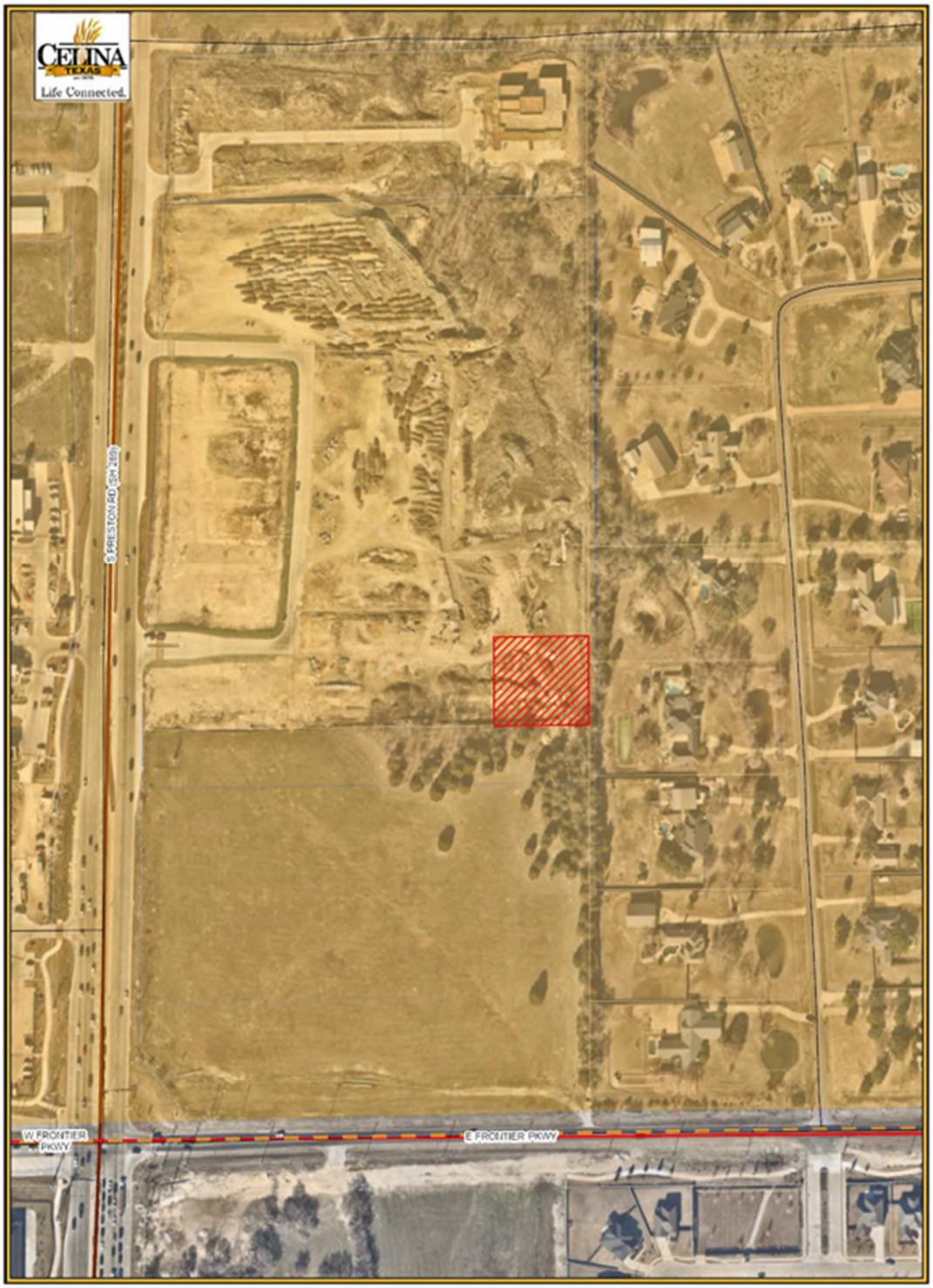
N 00°31'37" W, 12.86 feet, to a 1/2" capped iron rod stamped "SPARSENG" set;

N 89°36'41" E, 53.03 feet, to a 1/2" capped iron rod stamped “SPARSENG” set in the east line of said PF20 Development LLC tract and in the west line of Preston Hills Addition, an addition to the City of Celina according to the plat recorded in Cabinet C, Page 784 of the Plat Records of Colin County, Texas;

THENCE S 00°23'19" E, 351.61 feet, to a 1/2" capped iron rod found at the northeast corner of said Remington Preston, LLC tract;

THENCE S 89°20'12" W, 584.66 feet, with the north line of said Remington Preston, LLC tract, to the POINT OF BEGINNING with the subject tract containing 162,521 square feet or 3.731 acres of land;

EXHIBIT B
Depiction of Property



Legend	26-SUP-02 - Preston Corner (Lot 8 - Bldg 3) Location Map	
City Limits Roads Parcels Subject Property	3/26/2026	N W E S 0 180 360 Feet

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: May 12, 2026

Agenda Item:
Consider and act to approve the FY 2026 Public Art Annual Plan and appoint City Council liaisons to each art selection committee. (Kearney)

Background Information:
This item approves three public art projects for FY 2026, including murals for the exterior of the Downtown Center Parking Garage, Parks Administration Building, and Fire Station #4, and provides City Council with an opportunity to appoint Council Members to serve as liaisons for each project.

The City established the Arts and Culture Board in 2020. By Ordinance, the Arts and Culture Board is responsible for:

- Recommending public art projects and priorities
- Advising on the use of public art funds
- Supporting the development of an annual project plan for Council consideration

City Council retains final authority for the approval of public art projects and the expenditure of associated funds. The three identified facilities are under construction or have recently been completed. Funding for the public art component for each project has been included in the FY 2026 Budget and Capital Improvement Program approved by City Council. The Arts and Culture Board approved the FY 2026 Public Art Annual Plan on April 13 and recommends City Council approval.

For the Downtown Center Parking Garage, there is a section along North Arizona Drive that includes vents for the generators as well as doors and utility fixtures. To create interest and "hide" the utility components, the Arts and Culture Board is recommending covering the area in a mural. The Arts and Culture Board recommends that the current artist selection committee for the exterior

of the Downtown Center also select the artist for this project. Council Member Grumbles serves as the Council liaison for this project.

A mural is also included in the design for the Parks Administration Building. The Arts and Culture Board requests City Council to appoint a liaison for this project.

Similar to Fire Station #3, a mural is also included in the design for Fire Station #4, which is located on the public safety campus. The Arts and Culture Board requests City Council to appoint a liaison for this project.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. FY 2026 Public Art Annual Plan

Financial Consideration:
Public Art projects are funded through bond issuances. The City dedicates up to 1.5 percent of eligible capital improvement projects for public art. City Council has approved funding for these art projects through the FY 2026 Budget and the FY 2026 - FY 2030 Capital Improvement Program.

Staff Recommendation:
Staff recommends approval.



CITY COUNCIL MEETING

Public Art Annual Plan

May 12, 2026

Arts and Culture Board

The Arts and Culture Board is responsible for:

- Recommending public art projects and priorities
- Advising on the use of public art funds
- Supporting the development of an annual project plan for City Council consideration



FY 2026 Public Art Annual Plan



- Downtown Center Parking Garage
- Parks Administration Building
- Fire Station #4

Downtown Center Parking Garage



Parks Administration Building



Fire Station #4



Funding

- Public art projects are funded through bonds connected to building projects
- Funding has been authorized by City Council through the FY 2026 Budget and FY 2026 - FY 2030 Capital Improvement Program
- The City dedicates up to 1.5% of eligible capital improvement projects to public art

Artist Selection Committees



- Downtown Center Parking Garage = Council Member Grumbles
- Parks Administration Building = Needs Appointment
- Fire Station #4 = Needs Appointment



Questions?

Arts and Culture Board
Public Art Annual Plan – FY 2026

FY 2026 Public Art Projects

- Downtown Center Parking Garage and Mural
- Parks Administration Building Mural
- Fire Station #4 Mural

Funding

Public art projects are funded through bonds connected to each project. The City allocates up to 1.5 percent of all eligible capital projects for connected art projects. City Council has approved art project funding through the FY 2025-2026 Budget and FY 2026 – FY 2030 Capital Improvement Program.

Artist Selection Committees

- Downtown Center Parking Garage Mural – use existing Downtown Center Exterior Selection Committee to which Council Member Grumbles is the liaison
- Parks Administration Building Mural – appoint a Council Member to serve as liaison
- Fire Station #4 Mural – appoint a Council Member to serve as liaison

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: May 12, 2026

Agenda Item:
Consider and act to approve a work authorization for design services for Westwood Services for Legacy Drive from Punk Carter to Carey Road and the intersection of FM 428 and Legacy Drive for an amount of $2,561,610.00. (Oduro)

Background Information:
Existing County Road 6 (Future Legacy Drive) is an unimproved road within the flood plain that has been identified on the City's thoroughfare map as a future six-lane divided thoroughfare. In July 2024, City Council authorized staff to evaluate three potential alignments for Legacy Drive. This schematic design explored options to align the road through the FEMA floodplain and the identified Water of the United States (WOUS) tributary along the existing roadway. This creek is an intermittent stream and does not have water in the creek year round.

City staff evaluated alternative scenarios for the construction of the road.

- One possibility was to box in the existing creek through this area. The evaluation documented that the proposed roadway could be contained within the City's standard 120' right-of-way (ROW) requirement. This option maintains access to adjacent properties, meets the City's standard ROW requirements, minimizes potential erosion issues, and appears to provide the greatest benefit to adjacent residents. The estimated cost included the requirement for mitigation payments to the United States Army Corps of Engineers (USACE). In addition, the length and size of the box culverts will require specialized maintenance procedures to address confined-space requirements.

- Another possibility is to relocate Legacy Drive to the east of the creek. This option has the least storm infrastructure and the least impact on the WOUS, while maintaining the City's typical roadway section. However, this scenario does require an estimated 360' drainage

easement that will extend from the western edge of Legacy Drive. Staff have concerns regarding the potential impact on the cost of the ROW acquisition. The potential for an appraiser to assess damages to the remainder of the property due to reduced access could increase the cost of land acquisition significantly, which could not be factored into the estimated construction cost. In addition, this option would require the western edge of Legacy Drive to have an armored embankment to protect the roadway. This embankment will likely be a concrete slope that will need continual maintenance because creeks are constantly moving.

- The final scenario divided Legacy Drive around the creek and creates two distinct roadways for the northbound and southbound lanes. This option will allow the creek to run unimpeded between the two lanes of traffic, which minimizes the WOUS mitigation fees. However, this option will likely require both sides of the creek to have an armored edge. The creek running between the approaches cannot be improved due to WOUS requirements. In addition, this scenario requires an estimated 425' of dedicated ROW, which increases the project acquisition costs significantly and is not reflected in the estimated construction costs.

After evaluating the available scenarios, staff determined that maintaining the standard 120' roadway right of way and enclosing the creek in a box structure is the most effective way to construct the roadway. This approach will avoid the likelihood of an appraiser assessing damages to the remainder properties and minimize the cost of construction and land acquisition. The proposed design contract will provide full plans, specifications, and estimates (PS&E) for the construction of four lanes of Legacy Drive from Punk Carter to Carey Road.

This project also includes the design of the FM 428/Legacy Drive intersection. This intersection will serve as the ultimate intersection of the Denton/Collin County Outer Loop and Legacy Drive. Legacy Drive serves as the Denton County/Collin County boundary. Currently, this intersection is on a super-elevated curve of FM 428. This intersection has also experienced an increased crash history. Due to the continued increase in traffic volumes along this roadway and the crash history, staff proposes to realign the intersection to its ultimate configuration. This design will include an interim condition of a T-intersection. As this area develops, this intersection will need future modifications. This design will involve coordination with both Denton County and Collin County regarding the alignment with the Outer Loop, the Texas Department of Transportation (TxDOT), and the USACE.

Legal Review:
Legal has previously reviewed the Work Authorization template.

Supporting Documents:
1. Staff Presentation
2. Work Authorization

Financial Consideration:

Funding is available through Roadway Capital Fees. Expenditures will not exceed appropriated funds, and funds will be committed upon issuance of a purchase order.

Staff Recommendation:
Staff recommends approval.



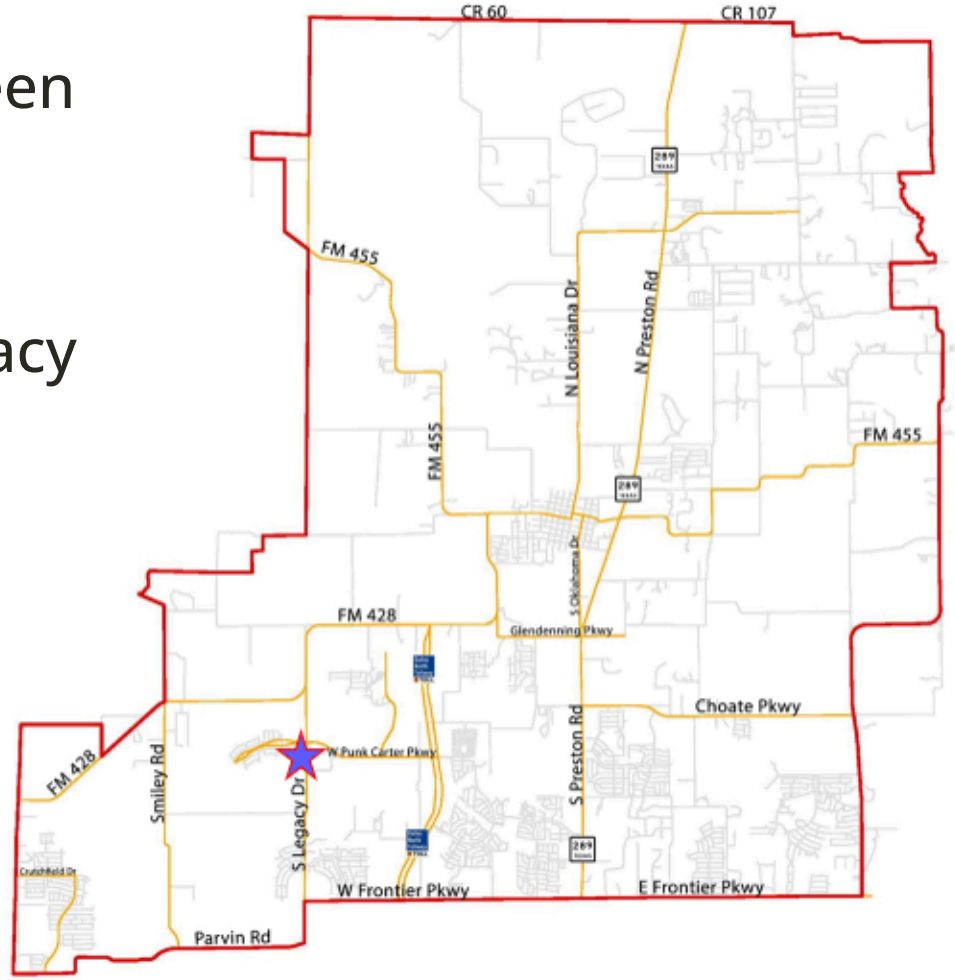
Legacy Dr
Carey Rd to FM 428
Design Contract Award

May 12, 2026

Catherine Oduro, P.E., PMP, CFM
Interim Director of Engineering

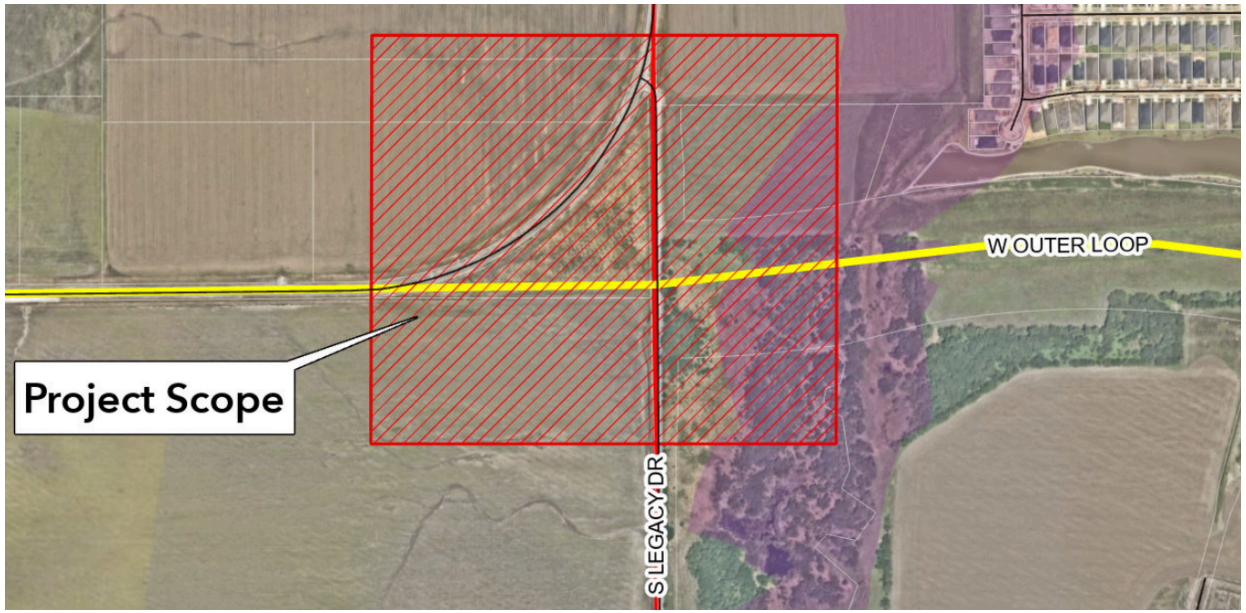
Location Map

- ☆ Legacy Drive between Carey Rd and Punk Carter Pkwy
- ☆ Intersection of Legacy Drive and FM428

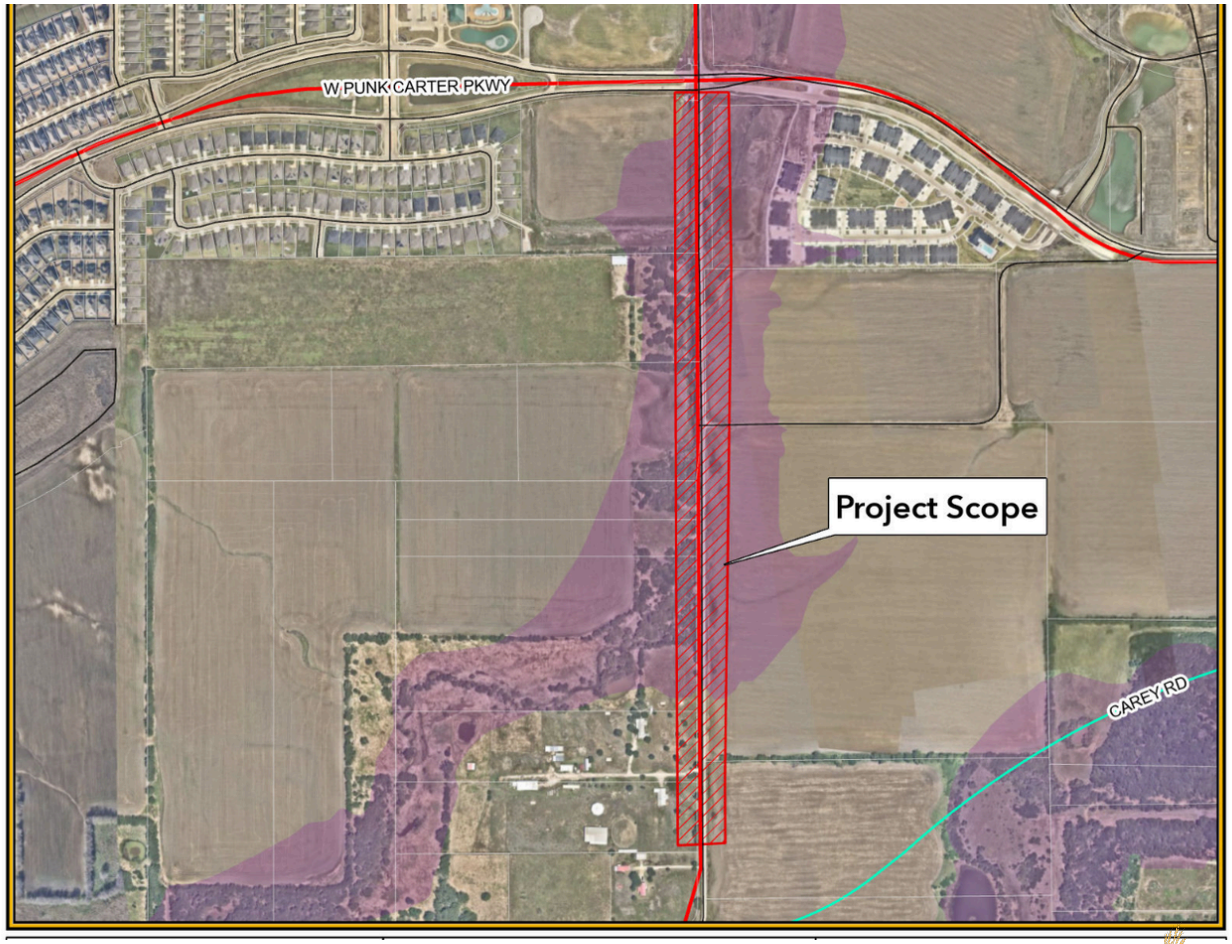


Location Map

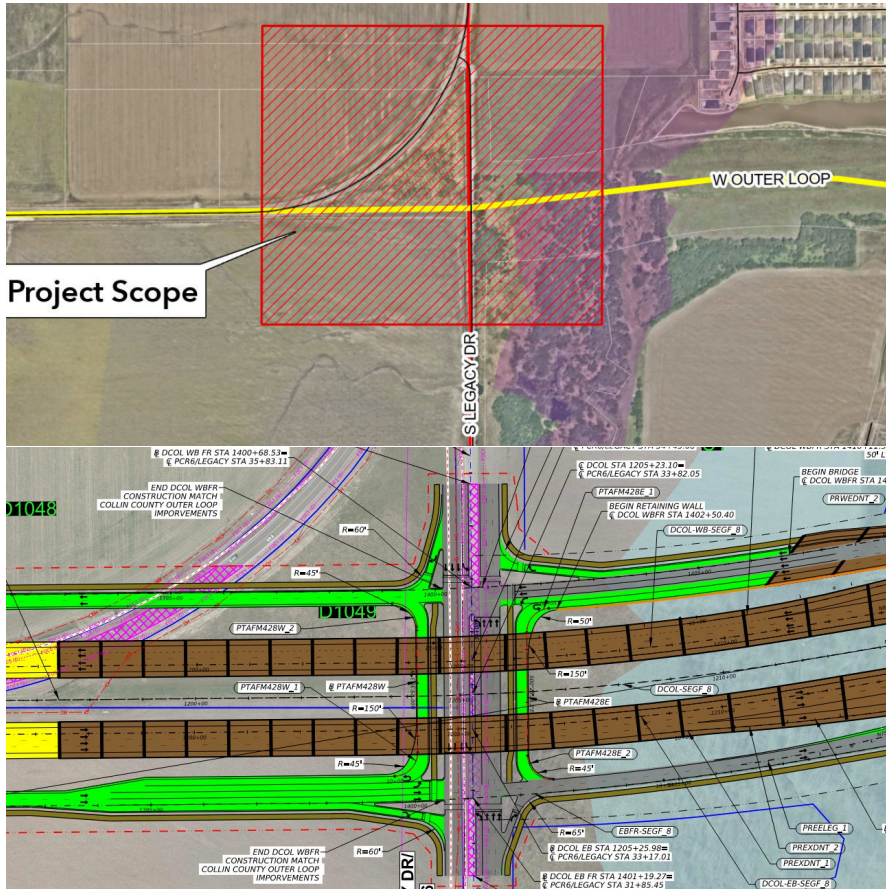
Intersection of Legacy Drive and FM428



Legacy Drive between Carey Rd and Punk Carter Pkwy

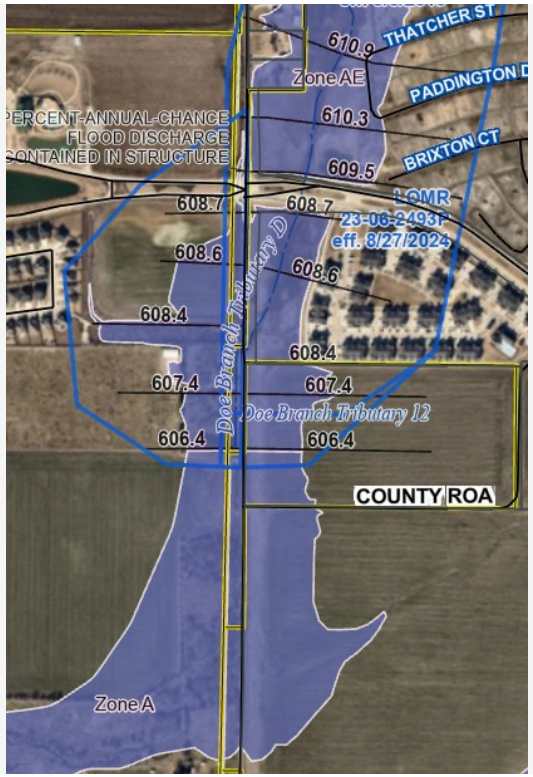


Background- FM 428 & Legacy Intersection



- 14 crashes have occurred in the past 3 years
- City is coordinating with both Denton and Collin County regarding the Outer Loop design
- Improvements related to Legacy Dr involve significant adjustments to the floodplain involving both FEMA and USACE
- The intersection of FM 428 and Legacy Dr meets TxDOT design standards, but does not align with future city thoroughfare plan
- Future CISD HS #2 is located on Legacy Dr to the north of this intersection
- Redesigning the intersection to improve safety and drainage

Background - Legacy Drive from Carey Rd to Punk Carter



- Legacy Drive is the Collin/Denton County Line
- Legacy Drive is 100% within a flood plain
- July 2024 - City approved contract for schematic design.

Scope of Work

A | Design of the intersection of FM 428 and Legacy Drive

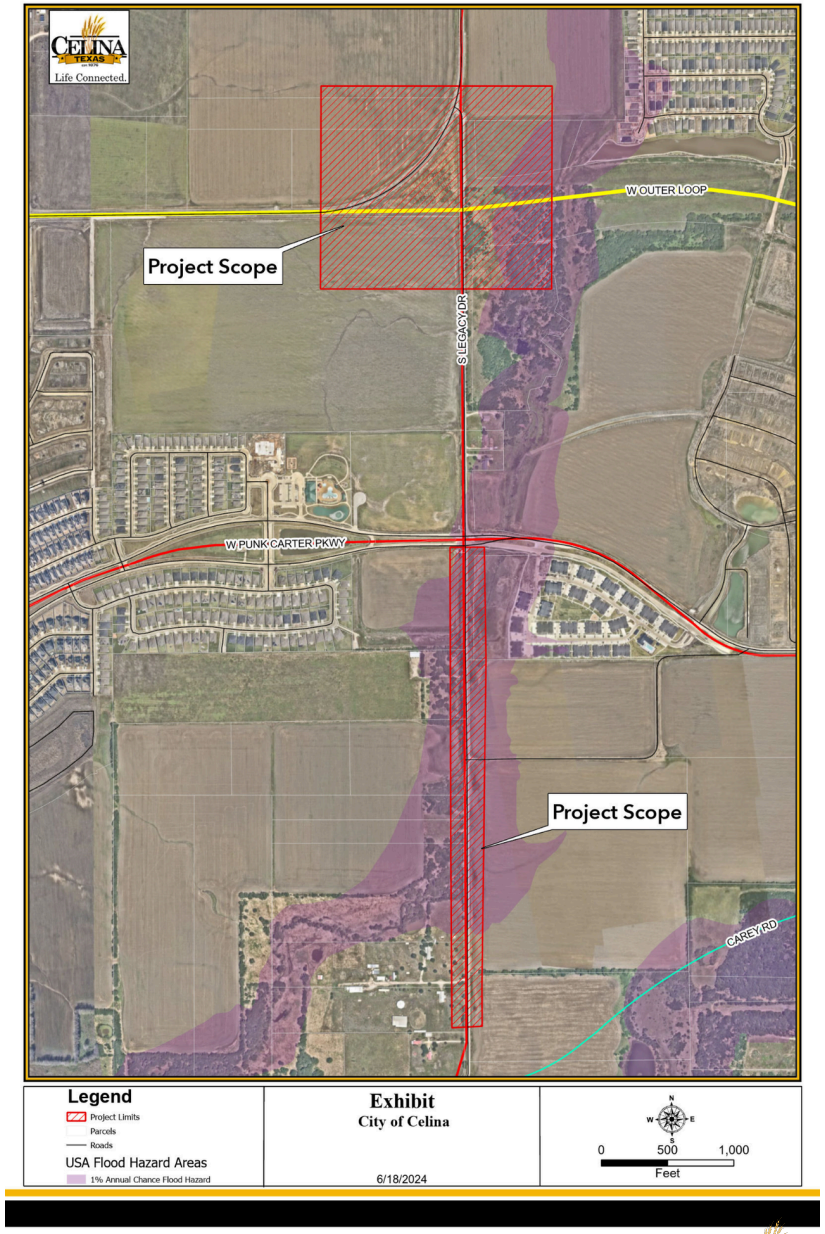
B | Design of 4 lanes of the ultimate 6 lane divided thoroughfare (from Punk Carter to Carey Road)

C | Roundabouts on Legacy Dr at intersection with Punk Carter Pkwy and Carey Rd

D | Hydrology & Hydraulic design including FEMA coordination and map adjustments

E | USACE coordination, permitting, and mitigation

F | Design for adjustments of existing City Utilities



Fee Summary

A **Phase 1 - Conceptual Design**
H&H, Survey, Environmental, LOMR Existing, CLOMR Proposed, Public Involvement

B **Phase 2 - Legacy Draft**
Intersection with FM 428 Construction Plans

C **Phase 3 - Legacy Drive**
Carey Rd to Punk Carter Construction Plans

D **Phase 4 - Legacy Drive**
Intersection with FM 428 Construction Admin

E **Phase 5 - Legacy Drive**
Intersection with FM 428 Construction Admin

F **Total $2,561,610.00**



Questions?

Docusign Envelope ID: 3D67FABF-E581-4A33-A346-F3BC041AB830

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 PK/Westwood	MAPS Date:	10/10/2022

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **Westwood Professional Services** (Engineer or Consultant); Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Name:	Legacy Drive from Carey to Punk Carter		
Engineer Project #:		**Work Authorization Date:**	March 11, 2026
Engineer:	Westwood Professional Services		
Purchase Order#:		**Owner's Project #:**	R96
Engineer Representative		**Owner Representative:**	Scott Harper

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month (1-31)
Submission Date:	Submit invoice by the 10th of each month.
Invoice Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov & **aglasgow@celnia-tx.gov** Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include PO number, billing period, and project name

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Main Agreement for Consulting Services. Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings/Plans _____are _____ are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order, Signed Work Order.
5. **Other: Design schedule shall be submitted for work orders where the scope of work duration surpasses ninety (90) calendar days.**

CONSULTANT PROVIDED INFORMATION:

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

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ACCEPTANCE:

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

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

CITY OF CELINA	**ENGINEER**
	Signed by: 71B701D326BA455...
Signature	Signature
Robert Ranc, City Manager	Brian O'Neill
Printed Name & Title	Printed Name & Title
	2/26/2026
Date	Date

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

EXHIBIT 'A' – SCOPE OF SERVICES

LEGACY DRIVE
(CAREY RD TO PUNK CARTER PKWY)
(FM 428 INTERSECTION IMPROVEMENTS)

PROJECT DESCRIPTION:

The project consists of the design and preparation of construction documents for Legacy Drive from Carey Road to Punk Carter Parkway and as shown on the City of Celina Master Thoroughfare Plan. The project will consist of developing design for four (4) lanes of the ultimate six (6) lane thoroughfare based on the selected alternative by the city from the alignments previously developed by Westwood. This segment of road will also include the design of two multi-lane roundabouts at Carey Road and Punk Carter Parkway. In addition, this project includes the design and preparation of construction documents for FM 428 Intersection Improvements which consists of the removal of existing curve at CR 6 and is to be replaced with a four-way intersection, connecting Legacy Drive, FM 428 and the Outer Loop Frontage Road (PROJECT).

The scope of this work is to be performed across multiple phases outlined below:

Phase 1 (Conceptual Design)
Phase 2 (Construction Documents for FM 428 Intersection)
Phase 3 (Construction Documents for Legacy Drive)
Phase 4 (Construction Administration for FM 428 Intersection)
Phase 5 (Construction Administration for Legacy Drive)

PHASE 1 (Conceptual Design):

A. Project Management
- Manage the Team:
  - Lead, manage and direct design team activities.
  - Ensure quality control is practiced in performance of the work.
  - Communicate internally among team members.
  - Allocate team resources.
- Communications and Reporting:
  - Attend up to five (5) meetings with client at various stages within preliminary design.
  - Prepare and submit monthly invoices in the format acceptable to the Client.
  - Prepare and submit monthly progress reports.
  - Prepare and submit baseline Project Schedule initially and Project Schedule updates.

- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- Prepare and Deliver Right-Of-Entry letters to facilitate project logistics and notify stakeholders of field work as needed.

▪ Stakeholder Coordination:
- Westwood will provide coordination with stakeholders as required for the proposed infrastructure construction. Included in this item are:
- Up to six (6) coordination meetings as required with stakeholders. Anticipated stakeholders include Collin County, Denton County, Consultants, TxDOT, USACE, and property owners.

B. Hydrology & Hydraulic Design

1. Data Collection
Westwood will obtain the available hydrologic and hydraulic models and any previous flood studies related to Doe Branch Tributary D located in the City of Celina. We will obtain publicly available LiDAR Point Cloud data for the site and coordinate with other consultants for off-site improvements. We will visit the site to review existing conditions.

2. Hydrologic Analysis
Westwood will prepare a hydrologic analysis for the Doe Branch Tributary D watershed containing the above referenced tract. We will perform this analysis for existing watershed conditions as required by the FEMA and fully developed watershed conditions as required by the City. The analysis will determine the 2-,5-,10-, 25- and 100-year peak discharges for the hydraulic analysis. This analysis is intended to correct the effective model to reflect current pre-project conditions including updates in routing and compare the revised model to the currently effective routing. The hydrologic model will also be used to determine detention requirements for post-project conditions to mitigate improvements to pre-project conditions and drainage patterns.

3. Infoworks ICM Modeling
Develop a 1D/2D hydrodynamic Infoworks ICM model of pre-project conditions and drainage patterns for Doe Branch Tributary D from FM 428 to north of Carey Road Drive utilizing the fully developed flows determined in the hydrologic analysis. The Infoworks model will reflect corrected pre-project conditions determined in the hydrologic analysis. The analysis will be based on as-built plans, publicly available lidar data, and supplemental cross-section survey.

Westwood will then develop a proposed conditions model reflecting the chosen alternative, sizing a culvert structure beneath the proposed Legacy Drive improvements to convey Doe Branch-Trib D. The proposed improvements will be based on the proposed Legacy Drive alignment and roadway improvement design. The purpose of the Infoworks model is to accurately model the closed system's bends and losses, currently unsupported by HEC-RAS, and cost-optimize the proposed culvert design. The Infoworks models will analyze the proposed improvements for Legacy Drive and FM 428, as well as the proposed routing changes, to determine the feasibility of the proposed changes in routing due to the improvements at FM 428.

4. Narrative Drainage Report
   Westwood will prepare a narrative drainage report based on hydrologic analysis and Infoworks ICM Modeling as referenced above. The report will document the procedures and findings of our analysis and will be submitted to the City for approval prior to FEMA criteria analysis and final civil design.

   Included in this item:
   - Narrative drainage report.
   - Technical documentation.
   - Pre- and Post-Project Inundation Comparison Maps
   - Coordination with the City.

C. Conceptual Design – Legacy Drive (Carey Rd to Punk Carter Pkwy)

1. Westwood will develop a 30% Conceptual Design of the infrastructure for Legacy Drive from Carey Rd to Punk Carter Pkwy. Conceptual Design will be prepared on a single (or multiple) roll(s) or large scale PDF, as needed to show the following:
   - Typical Sections
   - Roadway Plan & Profile
   - Storm Design Plan & Profile
   - Preliminary Grading Limits
   - Preliminary Utility Design
   - Proposed Right-of-Way and Easements
   - Existing & Proposed 100-YR floodplain limit

2. Included in this task is one round of city review, and revision to the layouts per city comments. These exhibits are intended to be used for the Public Involvement stage to showcase the improvements.

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

4. Prepare Right-of-Way & Easement Strip Map

5. Submit electronic copy of 30% conceptual design layout, opinion of probable construction costs, and strip map for Client review. At client request, up to three (3) full sized exhibits can be provided.

D. Conceptual Design – Legacy Drive (at FM 428 Intersection)

1. Westwood will develop a 30% Conceptual Design of the infrastructure for Legacy Drive at FM 428 detailing intersection improvements. Conceptual Design will be prepared on a single (or multiple) roll(s) or large scale PDF, as needed to show the following:
   - Typical Sections
   - Roadway Plan & Profile
   - Culvert Design
   - Preliminary Grading Limits
   - Proposed Right-of-Way and Easements
   - Existing & Proposed 100-YR floodplain limit

2. Included in this task is one round of city review, and revision to the layouts per city comments. These exhibits are intended to be used for the Public Involvement stage to showcase the improvements.

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

4. Prepare Right-of-Way & Easement Strip Map

5. Submit electronic copy of 30% Conceptual design layout and opinion of probable construction costs for Client review. At client request, up to three (3) full sized exhibits can be provided.

E. Conceptual Design - Roundabout Design

Westwood will design two multi-lane roundabouts for the intersections of Legacy Drive at Punk Carter Parkway, and Legacy Drive at Carey Rd. The roundabout designs will be based on local and NCHRP design guidelines.

- The intersection at Legacy Drive and Punk Carter Parkway will include the design of a 4-lane divided approach from each direction. The northbound legs will taper to a two lane road, but will be designed for future connection of a 4-lane divided.

- The intersection at Legacy Drive at Carey Road will include the design of a 4-lane divided approach for Legacy and a 2-lane undivided approach along Carey Road. Along Legacy, the southbound legs will be designed for future connection of a 4-lane divided. In the interim, the southbound leg will be designed for future connection. Along Carey Road, the eastbound and westbound legs will be designed for future connection of a 2-lane collector road. In the interim, the westbound leg will connect into existing Carey Road, and the eastbound leg will be designed for future connection.
- Westwood will perform fastest path analysis, natural path analysis, sight distance analysis, design vehicle analysis, and pedestrian crossing analysis. The design vehicle is assumed to be WB-67 but may be adjusted at the conceptual design phase.

Conceptual 30% Design deliverables include:

- Roundabout layout
- Roundabout typical section
- Fastest Path Analysis, Sight Distance Checks, and Turning Movement Exhibits

The following will not be included with the Conceptual 30% Design:

- Roundabout corridor modeling
- Street illumination design
- Closed drainage design
- Landscaping or hardscaping design
- Vertical and grading design
- Layout and dimensional control
- Pavement marking or signing sheet
- Jointing Layout

F. Field Survey

1. Establish Survey Control:

   Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established City horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from Client monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

2. Benchmark Loop:

   A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys.

   All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

3. Existing Streets, Driveways and Right-of-Way:

   Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to a point at least 20' outside of the Right-of-Way line. Low points, high points and other unique features will be noted. Pavement surfacing will be determined by visual inspection only. Intersecting streets will be profiled and cross-sectioned to a point at least 50' beyond the roadway being replaced.

4. Existing Drainage Channels and Drainage Area Verification:

   Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT, 100' upstream and downstream. Low points, high points and any other unique features will be noted. Additional surveying may be necessary to verify the limits of drainage areas.

5. Existing Underground and/or Overhead Utilities:

   Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

6. Right-of-Way

   Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets.

7. Existing Storm Sewers and Culverts:

   The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available topographic mapping.

8. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

   The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

G. Subsurface Utility Engineering

Westwood will provide Subsurface Utility Engineering (S.U.E.) Services through the use of a qualified sub-consultant. The S.U.E. will be performed to ASCE standard guidelines (ASCE 38-02). The deliverables for this project will be electronic files only in AutoCAD format. All Right-of-Entry Coordination is to be provided by Client. Non-Routing Traffic Control Measures are not included in the scope of services. As described in the publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL"D") – Information derived from existing utility records.
- Quality Level C (QL"C") – QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- Quality Level B (QL"B") – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL"A") – Three dimensional (x, y, z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as "locating", this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

The scope of this proposal includes the following:

- QL "C/D" SUE will be performed within the full project limits. Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, and sanitary sewer. Irrigation and overhead utilities are not included in this scope.
- QL "B" SUE will be performed within the Legacy Drive project limits. Utilities to be designated under QL "B" include water only. Irrigation and overhead utilities are not included in this scope.
- QL "A" SUE test hole locations will be determined by Westwood and approved by client. Up to (7) QL "A" test holes will be included in the budget to be used as needed.

H. Environmental Clearance

1. Waters of the U.S. Delineation and Nationwide Permit Application

   Information gathered during a previous site visit will be incorporated into a Preliminary Jurisdictional Determination (PJD) report, which could subsequently be submitted to the USACE for verification and Section 404 permitting if that proves necessary as a result of proposed project plans. The PJD report will be prepared in accordance with Section 404 of the Clean Water Act and current USACE guidance.

   Westwood will prepare and submit the current USACE NWP 14 permit form, which integrates the requirements of the Nationwide Permit Program for the Fort Worth District. The NWP 14 permit form will be prepared in accordance with current USACE Fort Worth District guidance.

   The NWP 14 permit form integrates mitigation requirements, and it is assumed that mitigation for the project if required, will be provided in the form of mitigation bank credits.

   If required in the course of permitting, Westwood will coordinate with the USACE to help ensure a timely review of the Section 404 application. This effort will include one revision of the submittal (PJD and NWP 14 Permit Form) based on USACE comments.

   Westwood will coordinate with the local mitigation banks that service the project area to secure bids for the purchase of mitigation bank credits upon the client's request. Westwood will also broker the purchase of the mitigation bank credits and will help with the necessary documentation of the credit purchase.

   - The submittal of a permit application to the USACE does not guarantee the authorization or approval of a permit.

- If a Nationwide Permit 14 authorization or a waiver is refused by the USACE, then an Individual Permit would be necessary for impacts. In that case, Westwood will perform the permitting under a separate scope and fee. Individual Permits involve much more coordination than NWPs and include a multi-agency review as well as public notices and involvement. Therefore, the timeframe to obtain authorization under an Individual Permit, as well as the consulting cost, would go up if the project were to require an Individual Permit.

2. Section 404/401 Permitting Assistance

   If an Individual Permit is required by the USACE, Westwood will prepare the Individual Permit package, which typically consists of:

   - ENG Form 4345
   - USACE Pre-Construction Notification Form
   - List of adjacent landowners and associated land owner exhibit
   - Public Notice (provided to USACE in electronic format)
   - Section 404(b)(1) alternatives analysis
   - Section 401 Water Quality Certificate Questionnaire (submitted to TCEQ concurrent with 404 permit application)
   - Mitigation Plan

   Westwood will coordinate with the USACE to assist in the release of the required public Notice for the project and will assist the applicant (Owner) in formulating appropriate responses to comments. Westwood would coordinate with the agencies in an attempt to resolve/address their comments.

   The agencies will likely require mitigation to offset impacts to waters of the U.S. The current standard practice is to purchase mitigation bank credits to offset impacts, and it is assumed that this is how the permitting documents would be written for this project. If mitigation is to include permittee-responsible mitigation (PRM), a separate scope and fee will be prepared for the mitigation plan for the project.

   If required in the course of permitting, Westwood will coordinate with the USACE to help ensure a timely review of the Section 404 application. This effort will include one revision of the submittal (PJD and IP application) based on USACE comments. Subsequent revisions would be performed as additional services.

   Westwood will coordinate with the local mitigation banks that service the project area to secure bids for the purchase of mitigation bank credits upon the client's request. Westwood will also assist with the purchase of the mitigation bank credits and will help with the necessary documentation of the credit purchase.

3. Cultural Resource Permitting

   Westwood will create a Texas Historic Commission (THC) compliant intensive archaeological survey report summarizing the Project, environmental and cultural background for the Project Area and surrounding region, field findings, and recommendations for or against further cultural resources work.

   The report will be provided to the Client for review and, upon acceptance, provided to the THC for review. Upon THC concurrence, Westwood will produce and deliver required final copies to the THC and state-listed repositories, and curate all field records at a THC-approved curatorial facility, as required under the Antiquities Code of Texas.

   Deliverables:

   - Draft Report for revision based on client comments as an electronic PDF
   - Final Report as an electronic PDF
   - A hard copy of the report will be made available upon request.
   - Westwood will submit the report to the THC and curation materials to the Center for Archaeological Studies at Texas State University upon THC approval of the draft report.

I. Geotechnical Investigation

1. Through a qualified subcontractor, Westwood shall:
   - Perform a total of fourteen (14) borings along the proposed new alignments of the roadways to depths of 20 feet below existing site grades. The borings will be spaced at intervals of approximately 500 feet or less within the area of proposed improvements.
   - Selected laboratory testing of the recovered samples will be performed to evaluate soil index, volume change, and strength properties of the subsurface materials, and to provide data for analysis. These tests may include but may not be limited to the following:
     - Moisture content
     - Atterberg limits
     - Percent passing No. 200 mesh sieve
     - Overburden swell
     - Unconfined compressive strength (soil)
     - Soluble Sulfates
   - Data obtained from the field investigation and laboratory tests will be presented in a geotechnical data report. Information to be provided includes the following:
     - Plan sheet indicating the approximate location of each boring.

- Log of each boring with the boring number, depth of each stratum, material description, soil classification with laboratory test results, and groundwater information.
- Discussion of subsurface soil, groundwater conditions and of site geology.
- Estimates of soil movement related to settlement and expansive soils (if present).
- Outline of the engineering properties of the natural soils present, and any existing fill, if encountered
- Recommendations for foundation type, depth and allowable loading, uplift considerations.
- L-Pile parameters and Seismic Site Class (2018 IBC).
- Earthwork recommendations, including material type(s), compaction, and backfill requirements.
- Pavement and subgrade recommandations.
- Foundation recommendations for storm culverts.

J. Public Involvement

Westwood will provide support as requested by the City of Celina for public involvement during the development of engineering design. This effort will be charged at an hourly rate for the work performed for this task. It is in the intent of Westwood to utilize the 30% Conceptual Design Schematic Layouts as the exhibits to be used in public involvement sessions. Westwood assumes that the City of Celina will select a suitable location and extend invitation to the affected parties and public as deemed appropriate. Any additional services will include the preparation and coordination of the following:

- Attendance of up to two (2) Public Involvement Meeting(s) with City staff
- Attendance of up to two (2) Town Hall Meeting(s) for each project.
- Preparation of Additional Project Exhibits for meeting at city request
- Collecting input from stakeholders and preparing matrix log of comments

K. Letter of Map Revision (LOMR) (Existing Condition)

Westwood will develop a revised existing hydraulic model utilizing the existing watershed conditions flows developed in the hydrologic study correcting the current effective FEMA model with the observed watershed conditions, incorporating the diversion in flow currently at FM-428 and Legacy Drive Intersection. Cross-section geometry will be updated with available lidar data and supplemental cross-section survey data. The purpose of this LOMR is to correct existing conditions to better reflect the observed drainage patterns. No proposed improvements will be included in this submittal. Westwood will prepare a submittal package for FEMA review. Typical approval time of a LOMR through FEMA ranges from six (6) to eight (8) months after the corrections have been submitted.

Included in this item:
- Supplemental cross-section survey
- Updated narrative drainage report
- Completed FEMA application (MT-2 Forms):
- Form 1 - Overview & Concurrence
- Form 2 - Riverine Hydrology and Hydraulics
- Form 3 – Riverine Structures
- Floodplain work map;
- Annotated FIRM;
- FEMA notifications and public notices; and
- Coordination with FEMA.

L. Conditional Letter of Map Revision (CLOMR)Involvement

Westwood will prepare a submittal package for FEMA review prior to construction. It is anticipated that the Revised Existing LOMR will be approved and serve as base for the proposed improvement analysis. The proposed improvements will include the optimized Legacy Drive culvert design and the proposed FM 428 improvements. A follow-up Letter of Map Revision is required by FEMA within six (6) months after the proposed improvements have been constructed. Typical approval time of a CLOMR through FEMA ranges from six (6) to eight (8) months.

Included in this item:
- Completed FEMA application (MT-2 Forms):
- Form 1 - Overview & Concurrence
- Form 2 - Riverine Hydrology and Hydraulics
- Form 3 – Riverine Structures
- Floodplain work map;
- Annotated FIRM;
- Sample public notices; and
- Coordination with FEMA.

Phase 2 (Construction Documents for FM 428 Intersection)

A. Project Management

1. Manage the Team:
   - Lead, manage and direct design team activities.
   - Ensure quality control is practiced in performance of the work.
   - Communicate internally among team members.
   - Allocate team resources.
2. Communications and Reporting:
   - Attend up to two (2) meetings with client at various stages within preliminary design.
   - Prepare and submit monthly invoices in the format acceptable to the Client.
   - Prepare and submit monthly progress reports.

- Prepare and submit baseline Project Schedule initially and Project Schedule updates.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.

3. Stakeholder Coordination:
   - Westwood will provide coordination with stakeholders as required for the proposed infrastructure construction. Included in this item are:
   - Up to five (5) coordination meetings as required with stakeholders. Anticipated stakeholders include Collin County, Denton County, Consultants, and TxDOT.
4. Franchise Utility Coordination:
   - Westwood will consult with the Client, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. Westwood will design Client facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.
   - Westwood will provide plans to and coordinate with utility owner related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. 60% Preliminary Design Submittal

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
   - Cover Sheet
   - General Notes
   - Quantity Sheet
   - Project Layout & Control Sheet
   - Typical Sections
   - Roadway plan and profile sheets
   - Scale 1" = 20' Horizontal; 1" = 2' Vertical
   - Cross Sections at 50' intervals
   - Drainage Area Maps
   - Drainage plan and profile sheets
   - Scale 1" = 20' Horizontal; 1" = 2' Vertical
   - Grading Sheets
   - Traffic Control Concept Exhibit
   - Erosion Control Plans
   - Detail sheets

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

2. Prepare an estimate of construction quantities and develop the opinion of probable construction cost.

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

4. Submit electronic copy of 60% Preliminary design plans and opinion of probable construction costs for Client review. At client request, up to five (5) set of half size (11"x17") plans can submitted with the 60% plan submittal.

C. 90% Design Submittal

1. Review 60% Design Comments from client and Prepare Comment Resolution Matrix.

2. Address 60% comments and revise plans. In addition, the following items will be added to the set:
   - Traffic Control Plan Sheets
   - Final Grading details as needed

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

4. Prepare an estimate of construction quantities and develop the 90% opinion of probable construction costs.

5. Submit electronic copy of 90% plans, construction contract documents and opinion of probable construction costs for Client review. At client request, up to five (5) set of half size (11"x17") plans can submitted with the 90% plan submittal.

D. 100% Final Design Submittal

1. Review 90% Design Comments from client and Prepare Comment Resolution Matrix.

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

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

4. Prepare estimate of final construction quantities and opinions of construction cost.

5. Submit electronic copy of sealed 100% set of final plans, construction contract documents and opinion of probable construction costs for Client review. At client request, up to five (5) set of half size (11"x17") plans can submitted with the final plan submittal.

E. Right-of-Way & Easement Documents:

Westwood shall prepare up to three (3) right-of-way and easement exhibits as necessary for the project.

Phase 3 (Construction Documents for Legacy Drive)

A. Project Management

1. Manage the Team:
   - Lead, manage and direct design team activities.
   - Ensure quality control is practiced in performance of the work.
   - Communicate internally among team members.
   - Allocate team resources.
2. Communications and Reporting:
   - Attend up to five (5) meetings with client at various stages within preliminary design.
   - Prepare and submit monthly invoices in the format acceptable to the Client.
   - Prepare and submit monthly progress reports.
   - Prepare and submit baseline Project Schedule initially and Project Schedule updates.
   - Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
3. Stakeholder Coordination:
   Westwood will provide coordination with stakeholders as required for the proposed infrastructure construction. Included in this item are:
   - Up to three (3) coordination meetings as required with stakeholders. Anticipated stakeholders include Collin County, Denton County, Consultants, and TxDOT.
4. Franchise Utility Coordination:
   - Westwood will consult with the Client, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. Westwood will design Client facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.

- Westwood will provide plans to and coordinate with utility owner related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. 60% Preliminary Design Submittal

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
   - Cover Sheet
   - General Notes
   - Quantity Sheet
   - Project Layout & Control Sheet
   - Roadway plan and profile sheets
   - Scale 1" = 20' Horizontal; 1" = 2' Vertical
   - Cross Sections at 50' intervals
   - Drainage Area Maps
   - Drainage plan and profile sheets
     Scale 1" = 20' Horizontal; 1" = 2' Vertical
   - Water plan and profile sheets
     Scale 1" = 20' Horizontal; 1" = 2' Vertical
   - Grading Sheets
   - Traffic Control Concept Exhibit at Punk Carter Intersection
   - Roundabout Design Sheets
     - Typical Sections
     - Alignment Sheets
     - Plan and Profiles
     - Pavement Grading
     - Signing and Striping
   - Erosion Control Plans
   - Detail sheets

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

2. Prepare an estimate of construction quantities and develop the opinion of probable construction cost.

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

4. Submit electronic copy of 60% Preliminary design plans and opinion of probable construction costs for Client review. At client request, up to five (5) set of half size (11"x17") plans can submitted with the 60% plan submittal.

C. 90% Design Submittal

1. Review 60% Design Comments from client and Prepare Comment Resolution Matrix.

2. Address 60% comments and revise plans. In addition, the following items will be added to the set:
   - Roundabout Jointing Layout
   - Traffic Control Plan Sheets for Roundabout Construction at Punk Carter
   - Final Grading details as needed
   - Incorporate Structural Design Sheets

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

4. Prepare an estimate of construction quantities and develop the opinion of probable construction cost.

5. Submit electronic copy of 90% plans, construction contract documents and opinion of probable construction costs for Client review. At client request, up to five (5) set of half size (11"x17") plans can submitted with the 90% plan submittal.

D. 100% Final Design Submittal

1. Review 90% Design Comments from client and Prepare Comment Resolution Matrix.

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

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

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

5. Submit electronic copy of sealed 100% set of final plans, construction contract documents and opinion of probable construction costs for Client review. At client request, up to five (5) set of half size (11"x17") plans can submitted with the final plan submittal.

E. Right-of-Way & Easement Documents:

Westwood shall prepare up to forty (40) right-of-way and easement exhibits as necessary for the project.

F. Structural Design

Through a qualified subcontractor, Westwood shall provide structural details for the construction of various items as needed. The items are detailed below:

1. Modified Box Culverts
   - Up to eight (8) cast-in-place box culverts (dimensions to be determined during design)
2. Non-Standard Junction Box Design
   - Up to six (6) independent junction boxes structures connecting various portions of the main line and laterals.
3. Modified Curb Inlets
   - Custom curb inlets and connection details to proposed box culverts
4. Modified Wingwalls/Headwalls
   - Two (2) unique large intake and outfall structures consisting of flared wingwalls and parallel headwall.
5. Light pole Foundations
   - Foundations for supporting proposed lighting (including break-away poles) along the roadway.

G. Illumination Design

Westwood will provide engineering design services for median and roundabout illumination for Legacy Drive from Punk Carter Parkway to Carey Road in accordance with the requirements of the City of Celina and NEC guidelines.

Included in this item:

- Perform a photometric analysis for the roadway and two roundabouts using the illuminance method (following the Texas Department of Transportation Illumination Manual).
- The roundabout photometrics analysis will include analysis of lighting at roundabout crosswalk locations.
- Standard City pole heights and fixtures will be used to determine the optimal spacing.
- Provide photometric analysis tables and proposed pole locations for City staff to review and approve before progressing with designs.
- Conduct a site visit to document any existing equipment and locate possible power service locations.
- Coordinate with local electric service provider to obtain transformer location for proposed lighting system and any clearance requirements for any transmission lines along the corridor.

- Standard illumination design is intended to be used. Any custom foundation designs will be prepared by a structural design.
- As needed, develop a set of roadway illumination construction plans for the subject corridor. The plan set may include:
- The type, location, and quantity summary of the illumination poles and heads, conduit, ground boxes, power sources with distribution to luminaires, conduit and cable chart, pole summary chart, and all other items required for the complete construction of the luminaires.
- Approving agency/TxDOT standard detail sheets.
  - Submittals to the City include:
    - 60% Photometric Plan and Roundabout Lighting Design
    - 90% Photometric Plan and Roundabout Lighting Design
    - 100% Photometric Plan and Roundabout Lighting Design
    - Final Signed and Sealed Plan

Assumptions:
- Roundabout lighting criteria shall follow NCHRP Report 1043 guidance.
- Photometrics will be designed and approved first ahead of the development of the illumination design plans.
- Geometric design will be finalized ahead of starting the Roundabout Illumination Design Plans. Any geometric changes to the roundabout after photometric plan approval, may require additional fee.

H. Landscape Design

Westwood will provide Landscape Architecture Design services that consist of hard and soft surface elements for the median and roundabouts for Legacy Drive from Punk Carter Parkway to Carey Road. Elements will consist of center island and median landscape plantings and irrigation in accordance with City of Celina Standards.

Included in this item:
- Coordination of City review and approval of plans prepared as part of this item.
- Up to one (1) team design meetings to coordinate ground plane design elements.
- Design Development of plans to include one (1) Layout Plan depicting horizontal alignment of hard surface elements, one (1) Planting Plan for site plan approvals, one (1) Irrigation Plan for medians and at each roundabout. An opinion of probable construction cost will be provided.
- Construction Documents will include layout, planting, irrigation and detail plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item in the Landscape Architectural Plans.

- Submittals to the City include:
  - 60% Landscape and Irrigation Plans and Details
  - 90% Landscape and Irrigation Plans and Details
  - 100% Landscape and Irrigation Plans and Details
  - Final Signed and Sealed Plans

Phase 4 (Construction Administration for FM 428 Intersection) &
Phase 5 (Construction Administration for Legacy Drive)

A. Bid Phase Services
Westwood will support the bid phase of the project as follows.

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

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

3. Bidder Assistance:
   - Westwood will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders questions and requests in the form of addenda.
   - Attend the prebid conference in support of the Client as requested.
   - Attend the bid opening in support of the Client as requested.

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

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

B. Construction Administration

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

2. Public Meeting:
   - After the pre-construction conference, Westwood shall provide project exhibits and attend a public meeting, if any, to help explain the proposed project to interested parties. The Client shall select a suitable location and extend the invitation to the affected parties and the public as deemed appropriate.

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

4. Shop Drawing and Lab Report Review:
   - Westwood shall review shop and erection drawings submitted by the contractor for compliance with design concepts. Westwood shall review laboratory, shop, and mill test reports on materials and equipment.
   - This task includes reviews by structural, illumination and landscape design teams.

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

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

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

C. As-Built Letter of Map Revision (LOMR)

We will provide a one-time verification survey of the drainage improvements after FEMA approval of the CLOMR and substantial completions of the proposed drainage improvements. The LOMR will include both FM 428 and Legacy Drive improvements if constructed within 6 months of each other. If not, two separate LOMRs will be required. Westwood will prepare a submittal package for FEMA review. Typical approval time of a LOMR through FEMA ranges from six (6) to eight (8) months after the improvements have been constructed. Floodplain improvements are anticipated to be completed within one year after local floodplain administrator approval. Design fees are subject to renegotiation for construction delays beyond one year.

Included in this item:

- Verification survey of constructed conditions;
- Updated narrative drainage report;
- Completed FEMA application (MT-2 Forms):
- Form 1 - Overview & Concurrence
- Form 2 - Riverine Hydrology and Hydraulics
- Form 3 – Riverine Structures
- Floodplain work map;
- Annotated FIRM;
- FEMA notifications and public notices; and
- Coordination with FEMA.

Reimbursable Expenses

Included in all phases are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

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

- *Construction inspection services*
- *As-built surveys of constructed improvements*
- *City Council/Commission meetings*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Preliminary and final platting*
- *Zoning change assistance*
- *Site Plan layout*
- *Traffic and parking studies*
- *Retaining wall design over 3' tall or with surcharge*
- *Detailed layout of walks and hardscape areas, including scoring patterns.*
- *Site or Roadway lighting beyond Legacy Drive from Punk Carter Parkway to Carey Road. Illumination design at FM 428 intersection is not included.*

- *Landscape services beyond limits Legacy Drive from Punk Carter Parkway to Carey Road.*
- *Pedestrian illumination photometrics or pole placement*
- *ITS or Fiber Design*
- *Electrical Design such as GFCI outlets or other non-illumination related electrical equipment*
- *Off-site roadway, drainage, and utility extensions/improvements*
- *LEED pursuit*
- *Construction staking*
- *TAS Review or TDLR Submittal*
- *Right-of-Way or Easement Acquisition Services*
- *Separate TxDOT Permit Set for approval of FM 428 Improvements. Westwood intends to use construction plans as permit for approval.*
- *Design services for any adjacent development along Legacy or FM 428. Any design changes to accommodate adjacent proposed developments will require additional service fee.*

END OF EXHIBIT 'A'

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

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

LEGACY DRIVE
(CAREY RD TO PUNK CARTER PKWY)
(FM 428 INTERSECTION IMPROVEMENTS)

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, Westwood shall be compensated a lump sum / not to exceed fee of **$2,561,610.00** as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

Fee Summary			
Services		**Fee**	**Fee Type**
PHASE 1 - CONCEPTUAL DESIGN			
A.	Project Management	$ 55,255.00	Lump Sum
B.	Hydrology & Hydraulics Design	$ 152,675.00	Lump Sum
C.	Conceptual Design - Legacy (Carey Rd to Punk Carter Pkwy)	$ 145,280.00	Lump Sum
D.	Conceptual Design - Legacy Drive (FM 428 Intersection)	$ 34,770.00	Lump Sum
E.	Conceptual Design - Roundabout Design	$ 65,980.00	Lump Sum
F.	Field Survey	$ 54,200.00	Lump Sum
G.	Subsurface Utility Engineering	$ 43,950.00	Lump Sum
H.	Environmental Clearance	$ 162,000.00	Lump Sum
I.	Geotechnical Investigation and Report	$ 45,200.00	Lump Sum
J.	Public Involvement	$ 29,900.00	Hourly
K.	Letter of Map Revision (LOMR) (Existing Condition)	$ 55,000.00	Lump Sum
	LOMR Submittal Fee	$ 8,000.00	Reimbursable
L.	Conditional Letter of Map Revision (CLOMR)	$ 60,000.00	Lump Sum
	CLOMR Submittal Fee	$ 6,500.00	Reimbursable
M.	Reimbursables	$ 1,005.00	Reimbursable
	Total Phase 1	**$ 919,715.00**	
PHASE 2 - LEGACY DRIVE AT FM 428 INTERSECTION - CONSTRUCTION PLANS			
A.	Project Management	$ 29,245.00	Lump Sum
B.	Construction Plans - 60% Design	$ 85,100.00	Lump Sum
C.	Construction Plans - 90% Design	$ 43,200.00	Lump Sum
D.	Construction Plans - Final Plans	$ 22,740.00	Lump Sum
E.	ROW & Easement Documents (Up to 3 @3,500 ea)	$ 10,500.00	Lump Sum
F.	Reimbursables	$ 1,180.00	Reimbursable
	Total Phase 2	**$ 191,965.00**	

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

Fee Summary			
Services		**Fee**	**Fee Type**
PHASE 3 - LEGACY DRIVE (CAREY RD TO PUNK CARTER PKWY) - CONSTRUCTION PLANS			
A.	Project Management	$ 67,980.00	Lump Sum
B.	Construction Plans - 60% Design	$ 490,830.00	Lump Sum
C.	Construction Plans - 90% Design	$ 202,320.00	Lump Sum
D.	Construction Plans - Final Plans	$ 83,780.00	Lump Sum
E.	ROW & Easement Documents (Up to 40 @3,500 ea)	$ 140,000.00	Lump Sum
F.	Structural Design	$ 57,140.00	Lump Sum
G.	Illumination Design	$ 51,500.00	Lump Sum
H.	Landscape Design	$ 45,000.00	Lump Sum
I.	Reimbursables	$ 4,300.00	Reimbursable
	Total Phase 3	**$ 1,142,850.00**	
PHASE 4 - LEGACY DRIVE AT FM 428 INTERSECTION - CONSTRUCTION ADMINISTRATION			
A.	Bid Phase Services	$ 10,160.00	Hourly
B.	Construction Administration	$ 48,000.00	Hourly
C.	Letter of Map Revision (LOMR)	$ 55,000.00	Lump Sum
	LOMR Submittal Fee	$ 8,000.00	Reimbursable
D.	Reimbursables	$ 670.00	Reimbursable
	Total Phase 4	**$ 121,830.00**	
PHASE 5 - LEGACY DRIVE (CAREY RD TO PUNK CARTER PKWY) - CONSTRUCTION ADMINISTRATION			
A.	Bid Phase Services	$ 20,320.00	Hourly
B.	Construction Administration	$ 101,260.00	Hourly
C.	Letter of Map Revision (LOMR)	$ 55,000.00	Lump Sum
	LOMR Submittal Fee	$ 8,000.00	Reimbursable
D.	Reimbursables	$ 670.00	Reimbursable
	Total Phase 5	**$ 185,250.00**	
	Total Lump Sum	**$**	**2,313,645.00**
	Total Hourly	**$**	**209,640.00**
	Total Reimbursables	**$**	**38,325.00**
	Total Fee	**$**	**2,561,610.00**

METHOD OF PAYMENT:

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

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

END OF EXHIBIT 'B'

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

EXHIBIT C – INSURANCE

Westwood shall, during the term of this Agreement, maintain the following insurances:

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

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

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

4. Workers Compensation and Employer's Liability
   $1,000,000 Each Accident
   $1,000,000 Policy Limit
   $1,000,000 Each Employee

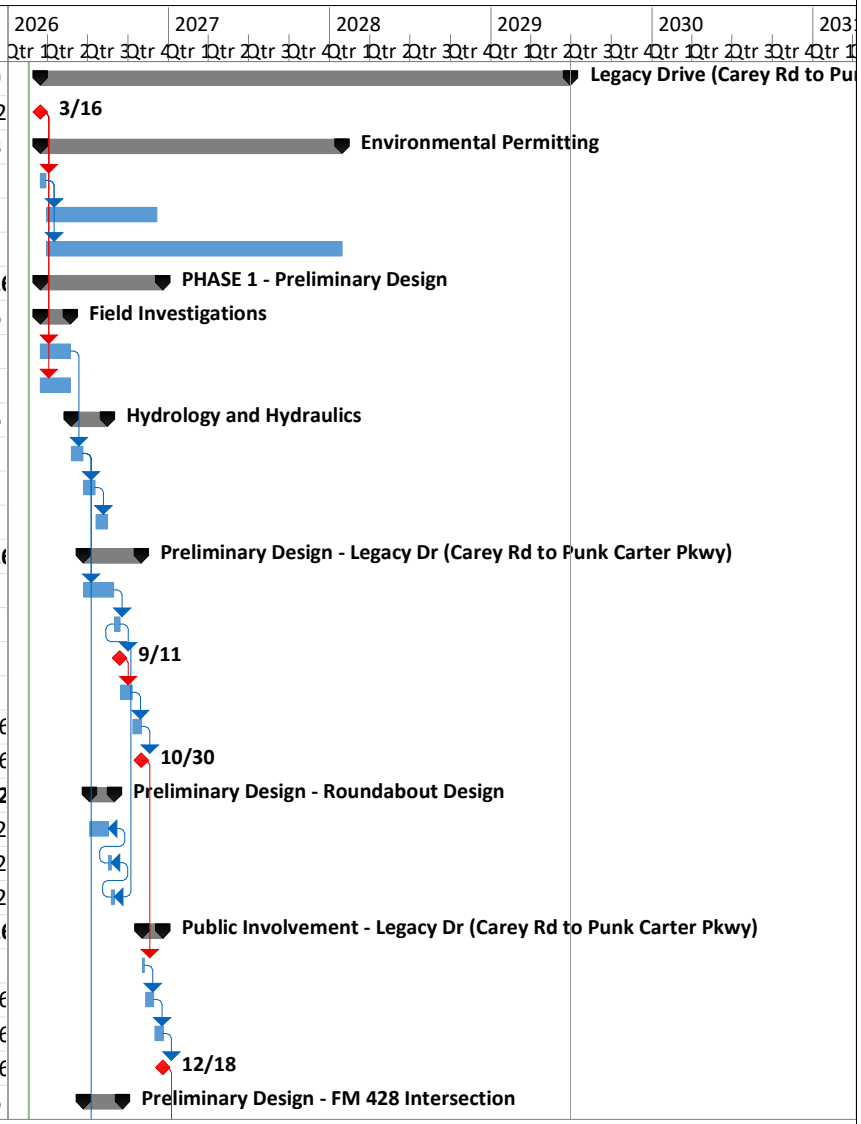
5. Professional Liability
   $2,000,000 Per Claim
   $2,000,000 Aggregate

   Professional Liability shall include prior acts coverage sufficient to cover the services performed under this Agreement and shall include limited contractual liability.

END OF EXHIBIT 'C'

EXHIBIT 'D'
LEGACY DRIVE
(CAREY RD TO PUNK CARTER PKWY)
(FM 428 INTERSECTION IMPROVEMENTS)
CITY OF CELINA

ID	Task Name	Duration	Start	Finish
1	**Legacy Drive (Carey Rd to Punk Carter Pkwy & FM 428 Intersecti**	**860 days**	**Mon 3/16/2**	**Fri 6/29/29**
2	Notice to Proceed	0 days	Mon 3/16/2	Mon 3/16/2
3	**Environmental Permitting**	**490 days**	**Mon 3/16/2**	**Fri 1/28/28**
4	Pre-Application Meeting with USACE	10 days	Mon 3/16/2	Fri 3/27/26
5	Preparation of NWP 14	9 mons	Mon 3/30/2	Fri 12/4/26
6	Preparation of IP	24 mons	Mon 3/30/2	Fri 1/28/28
7	**PHASE 1 - Preliminary Design**	**200 days**	**Mon 3/16/2**	**Fri 12/18/2**
8	**Field Investigations**	**50 days**	**Mon 3/16/2**	**Fri 5/22/26**
9	Survey & SUE	50 days	Mon 3/16/2	Fri 5/22/26
10	Geotechnical Investigations	50 days	Mon 3/16/2	Fri 5/22/26
11	**Hydrology and Hydraulics**	**60 days**	**Mon 5/25/2**	**Fri 8/14/26**
12	Hydrologic Analysis	20 days	Mon 5/25/2	Fri 6/19/26
13	Hydraulic Analysis	20 days	Mon 6/22/2	Fri 7/17/26
14	Report Preparation	20 days	Mon 7/20/2	Fri 8/14/26
15	**Preliminary Design - Legacy Dr (Carey Rd to Punk Carter Pk**	**95 days**	**Mon 6/22/2**	**Fri 10/30/2**
16	Preliminary Design	50 days	Mon 6/22/2	Fri 8/28/26
17	QAQC	10 days	Mon 8/31/2	Fri 9/11/26
18	Submit to City	0 days	Fri 9/11/26	Fri 9/11/26
19	City Review	20 days	Mon 9/14/2	Fri 10/9/26
20	Address Comments/Revise Layout	15 days	Mon 10/12/	Fri 10/30/2
21	Submit to City	0 days	Fri 10/30/2	Fri 10/30/2
22	**Preliminary Design - Roundabout Design**	**40 days**	**Mon 7/6/26**	**Mon 8/31/2**
23	Roundabout Design	30 days	Mon 7/6/26	Mon 8/17/2
24	QAQC	5 days	Mon 8/17/2	Mon 8/24/2
25	Incorporate into Layout	5 days	Mon 8/24/2	Mon 8/31/2
26	**Public Involvement - Legacy Dr (Carey Rd to Punk Carter Pk**	**35 days**	**Mon 11/2/2**	**Fri 12/18/2**
27	Pre-Meeting with City	5 days	Mon 11/2/2	Fri 11/6/26
28	Notice to Public	15 days	Mon 11/9/2	Fri 11/27/2
29	Meeting Preparation	15 days	Mon 11/30/	Fri 12/18/2
30	Public Meeting (Legacy Drive)	0 days	Fri 12/18/2	Fri 12/18/2
31	**Preliminary Design - FM 428 Intersection**	**65 days**	**Mon 6/22/2**	**Fri 9/18/26**



Westwood

EXHIBIT 'D'
LEGACY DRIVE
(CAREY RD TO PUNK CARTER PKWY)
(FM 428 INTERSECTION IMPROVEMENTS)
CITY OF CELINA

ID	Task Name	Duration	Start	Finish
32	Preliminary Design	25 days	Mon 6/22/2	Fri 7/24/26
33	QAQC	10 days	Mon 7/27/2	Fri 8/7/26
34	Submit to City	0 days	Fri 8/7/26	Fri 8/7/26
35	City Review	20 days	Mon 8/10/2	Fri 9/4/26
36	Address Comments/Revise Layout	10 days	Mon 9/7/26	Fri 9/18/26
37	Submit to City	0 days	Fri 9/18/26	Fri 9/18/26
38	**Public Involvement - FM 428 Intersection**	**35 days**	**Mon 9/21/2**	**Fri 11/6/26**
39	Pre-Meeting with City	5 days	Mon 9/21/2	Fri 9/25/26
40	Notice to Public	15 days	Mon 9/28/2	Fri 10/16/26
41	Meeting Preparation	15 days	Mon 10/19/	Fri 11/6/26
42	Public Meeting (FM 428 Intersection)	0 days	Fri 11/6/26	Fri 11/6/26
43	Public Meeting (Legacy Drive)	0 days	Fri 11/6/26	Fri 11/6/26
44	**PHASE 2 - FM 428 Intersection Construction Documents**	**165 days**	**Mon 11/9/2**	**Fri 6/25/27**
45	**Construction Plans (60%)**	**65 days**	**Mon 11/9/2**	**Fri 2/5/27**
46	Construction Plan Preparation	35 days	Mon 11/9/2	Fri 12/25/26
47	QAQC	10 days	Mon 12/28/	Fri 1/8/27
48	60% Submittal	0 days	Fri 1/8/27	Fri 1/8/27
49	City Review	20 days	Mon 1/11/2	Fri 2/5/27
50	**Construction Plans (90%)**	**55 days**	**Mon 2/8/27**	**Fri 4/23/27**
51	Construction Plan Preparation	25 days	Mon 2/8/27	Fri 3/12/27
52	QAQC	10 days	Mon 3/15/2	Fri 3/26/27
53	90% Submittal	0 days	Fri 3/26/27	Fri 3/26/27
54	City Review	20 days	Mon 3/29/2	Fri 4/23/27
55	**Construction Plans (100%)**	**45 days**	**Mon 4/26/2**	**Fri 6/25/27**
56	Construction Plan Preparation	15 days	Mon 4/26/2	Fri 5/14/27
57	QAQC	10 days	Mon 5/17/2	Fri 5/28/27
58	Final Submittal	0 days	Fri 5/28/27	Fri 5/28/27
59	City Review	20 days	Mon 5/31/2	Fri 6/25/27
60	**PHASE 3 - Legacy Dr Construction Documents**	**260 days**	**Mon 12/21/**	**Fri 12/17/2**
61	**Construction Plans (60%)**	**120 days**	**Mon 12/21/**	**Fri 6/4/27**
62	Construction Plan Preparation	90 days	Mon 12/21/	Fri 4/23/27

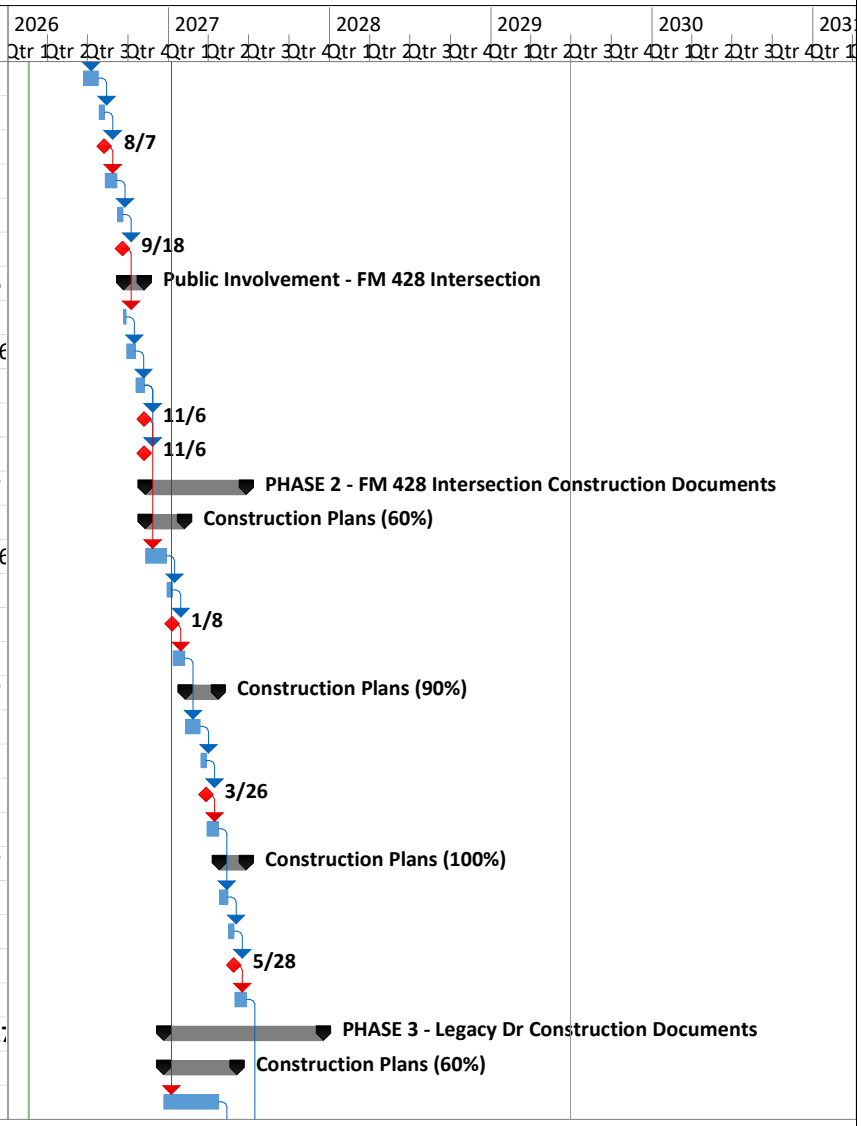
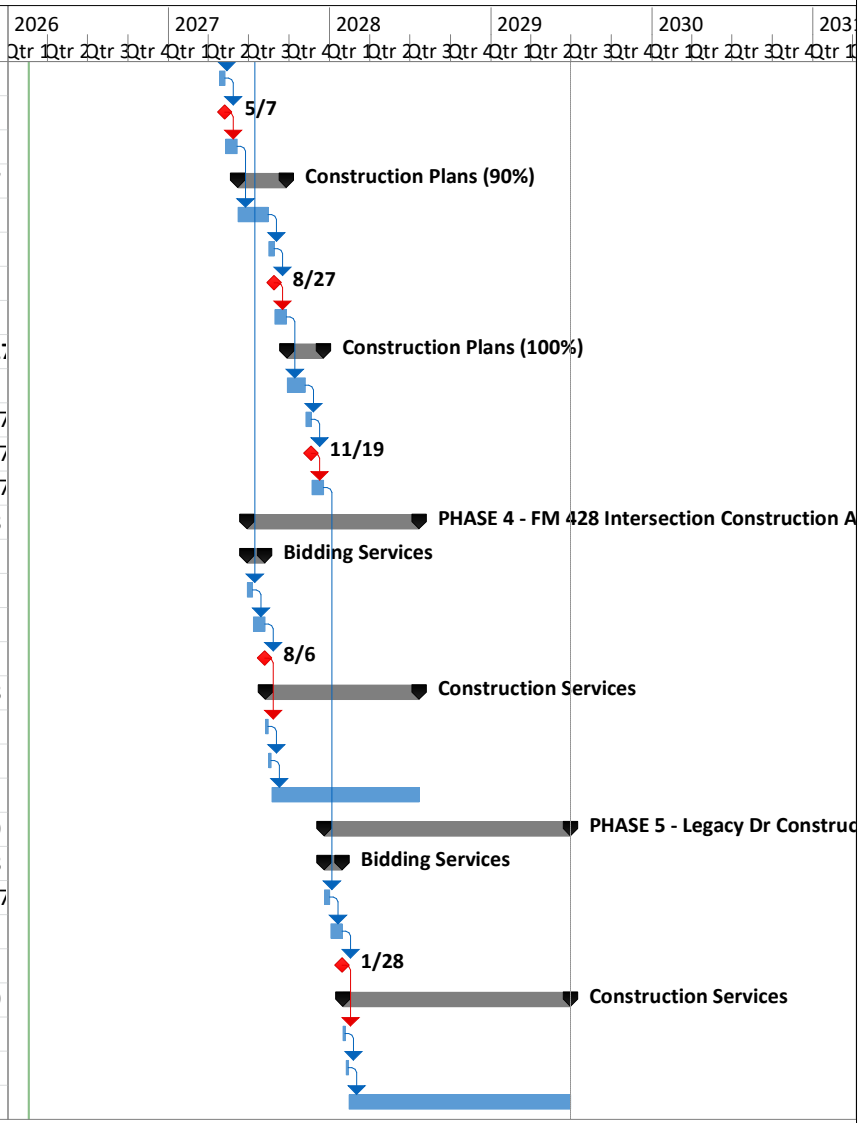


EXHIBIT 'D'
LEGACY DRIVE
(CAREY RD TO PUNK CARTER PKWY)
(FM 428 INTERSECTION IMPROVEMENTS)
CITY OF CELINA

ID	Task Name	Duration	Start	Finish
63	QAQC	10 days	Mon 4/26/2	Fri 5/7/27
64	60% Submittal	0 days	Fri 5/7/27	Fri 5/7/27
65	City Review	20 days	Mon 5/10/2	Fri 6/4/27
66	**Construction Plans (90%)**	**80 days**	**Mon 6/7/27**	**Fri 9/24/27**
67	Construction Plan Preparation	50 days	Mon 6/7/27	Fri 8/13/27
68	QAQC	10 days	Mon 8/16/2	Fri 8/27/27
69	90% Submittal	0 days	Fri 8/27/27	Fri 8/27/27
70	City Review	20 days	Mon 8/30/2	Fri 9/24/27
71	**Construction Plans (100%)**	**60 days**	**Mon 9/27/2**	**Fri 12/17/2**
72	Construction Plan Preparation	30 days	Mon 9/27/2	Fri 11/5/27
73	QAQC	10 days	Mon 11/8/2	Fri 11/19/27
74	Final Submittal	0 days	Fri 11/19/27	Fri 11/19/27
75	City Review	20 days	Mon 11/22/	Fri 12/17/27
76	**PHASE 4 - FM 428 Intersection Construction Administration**	**280 days**	**Mon 6/28/2**	**Fri 7/21/28**
77	**Bidding Services**	**30 days**	**Mon 6/28/2**	**Fri 8/6/27**
78	Prepare Bid Documents	10 days	Mon 6/28/2	Fri 7/9/27
79	Advertisement Support	20 days	Mon 7/12/2	Fri 8/6/27
80	Award	0 days	Fri 8/6/27	Fri 8/6/27
81	**Construction Services**	**250 days**	**Mon 8/9/27**	**Fri 7/21/28**
82	Precon Meeting	5 days	Mon 8/9/27	Fri 8/13/27
83	Pre-Construction Public Meeting	5 days	Mon 8/16/2	Fri 8/20/27
84	Construction Support	240 days	Mon 8/23/2	Fri 7/21/28
85	**PHASE 5 - Legacy Dr Construction Administration**	**400 days**	**Mon 12/20/**	**Fri 6/29/29**
86	**Bidding Services**	**30 days**	**Mon 12/20/**	**Fri 1/28/28**
87	Prepare Bid Documents	10 days	Mon 12/20/	Fri 12/31/27
88	Advertisement Support	20 days	Mon 1/3/28	Fri 1/28/28
89	Award	0 days	Fri 1/28/28	Fri 1/28/28
90	**Construction Services**	**370 days**	**Mon 1/31/2**	**Fri 6/29/29**
91	Precon Meeting	5 days	Mon 1/31/2	Fri 2/4/28
92	Pre-Construction Public Meeting	5 days	Mon 2/7/28	Fri 2/11/28
93	Construction Support	360 days	Mon 2/14/2	Fri 6/29/29



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: May 12, 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 (Mosaic Public Improvement District Improvement Area #2B Project); approving a Service and Assessment Plan and updated Improvement Area #2 Assessment Roll; and approving and authorizing related agreements. (Bromiley)

Background Information:
The Mosaic PID was established on November 9, 2021. It is located in southwest Celina along Parvin Road near North Legacy Drive and includes 684.752 acres. The Mosaic PID is comprised of seven (7) phases with certain of the phases consisting of multiple sub-phases. Phase #1 includes 367 single-family lots and 68 townhomes and was completed in 2023.

In November 2024, the City adopted an Ordinance levying assessments within Improvement Area #2 to finance a portion of the major improvements allocable to Improvement Area #2 and the local improvements to serve Improvement Area #2. In connection with such levy, the City adopted a separate Ordinance, authorized the issuance of bonds in the principal amount of $38,256,000 and authorized the City to enter into an amended and restated reimbursement agreement with the Developer, in which the City agreed to reimburse the Developer for a portion of the Improvement Area #2 Projects in the amount of $7,100,000 with a Reimbursement Obligation. Both the 2024 Bonds and the Reimbursement Obligation are secured by the Improvement Area #2 Assessments.

The Ordinance being presented to City Council for approval on May 12, 2026, authorizes the issuance of a second series of bonds in the amount of $7,100,000 to finance the remaining costs of the Improvement Area #2 projects and to meet the terms of the existing Reimbursement Obligation. Upon issuance of the 2026 Bonds, the Reimbursement Obligation will be terminated, and the 2026 Bonds will be secured by the previously levied Improvement Area #2 Assessments.

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. The Ordinance authorizes the sale of bonds to fund public improvements within Improvement Area #2 of the Mosaic PID, which bonds will be secured by assessments previously levied within Improvement Area #2.

Staff Recommendation:
Staff recommends approval.



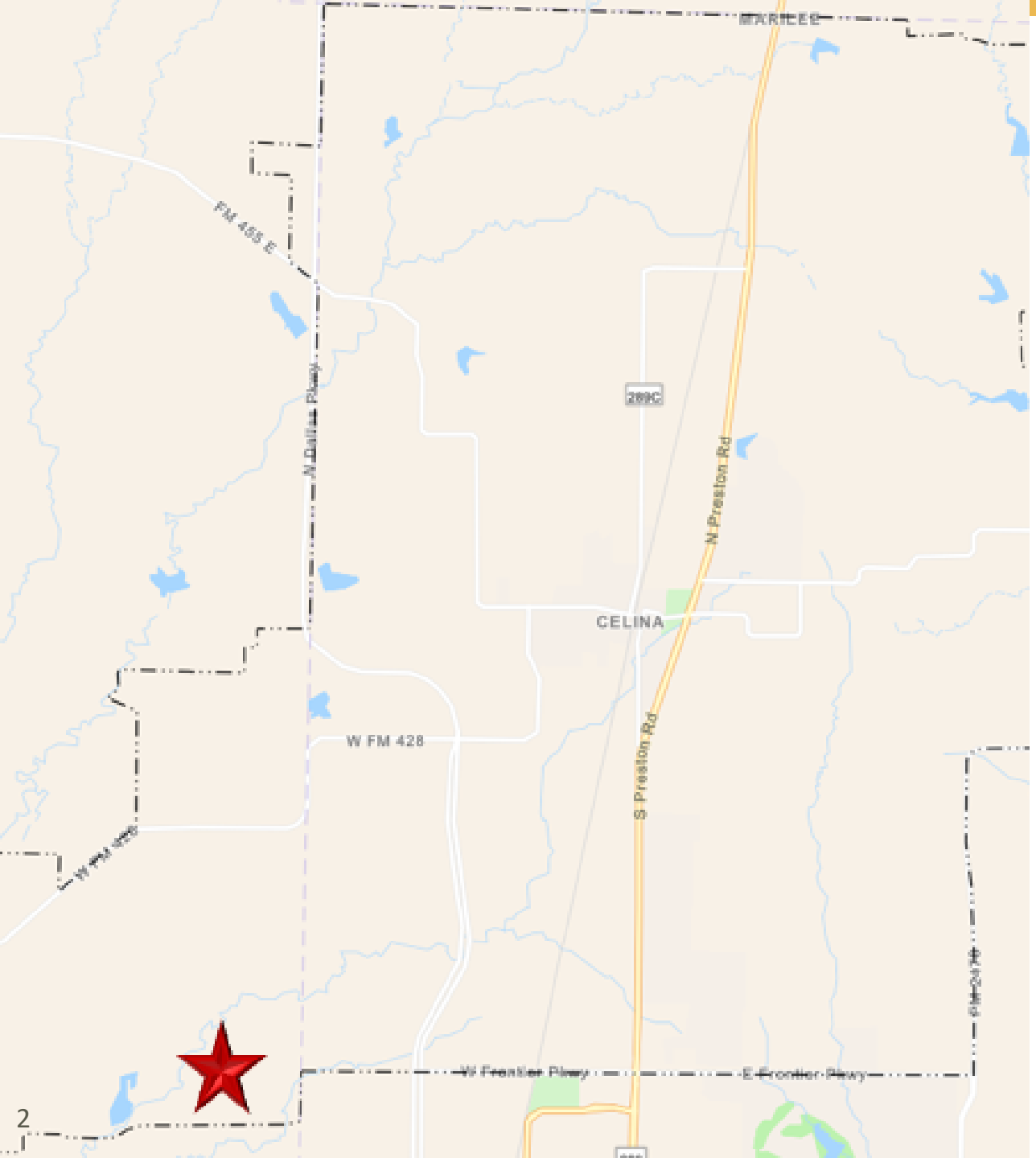
CITY COUNCIL MEETING

MOSAIC

IMPROVEMENT AREA #2B

2026 BOND CONSIDERATION

May 12, 2026



Mosaic PID

- Established November 9, 2021
- PID is located in southwest Celina along Parvin Rd near N Legacy Dr
- Approximately 684.752 acres
- Action item tonight is for
  - Mosaic Improvement Area #2B - 2026 Bond consideration



Improvement Area #2B

- Improvement Area #2
  - 544 single family lots and 47 townhomes
- Authorized Improvement Cost: $40,096,224
  (does not include cost of issuance)
- Improvement Area #2 PID Assessment: $44,681,000
- Proposed 2026 Bond issue of $7,100,000*
  - Previously issued 2024 Bonds: $38,256,000

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

Improvement Area #2 PID Assessment

Description	Units	IA #2 Assessment per Unit	Average Annual Installment per Unit
70 ft Lot	122	$95,471	$7,180
60 ft Lot	182	$83,755	$6,299
50 ft Lot	141	$72,038	$5,418
40 ft Lot	99	$56,849	$4,275
Townhomes	47	$42,528	$3,198
Total Units	591		

*Estimated and subject to change as actual bond costs are determined. Totals may not add due to rounding.

Improvement Area #2 Tax Rate Analysis

Tax Rate Analysis	Tax Rate Equivalent
Calculated Net Tax Rate Equivalent for PID Assessment	$0.6527
Overlapping Tax Rates (Tax Year 2025)	$1.9764
Estimated Total Tax Rate	$2.6291

*Estimated and subject to change as actual bond costs are determined. Totals may not add due to rounding.

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

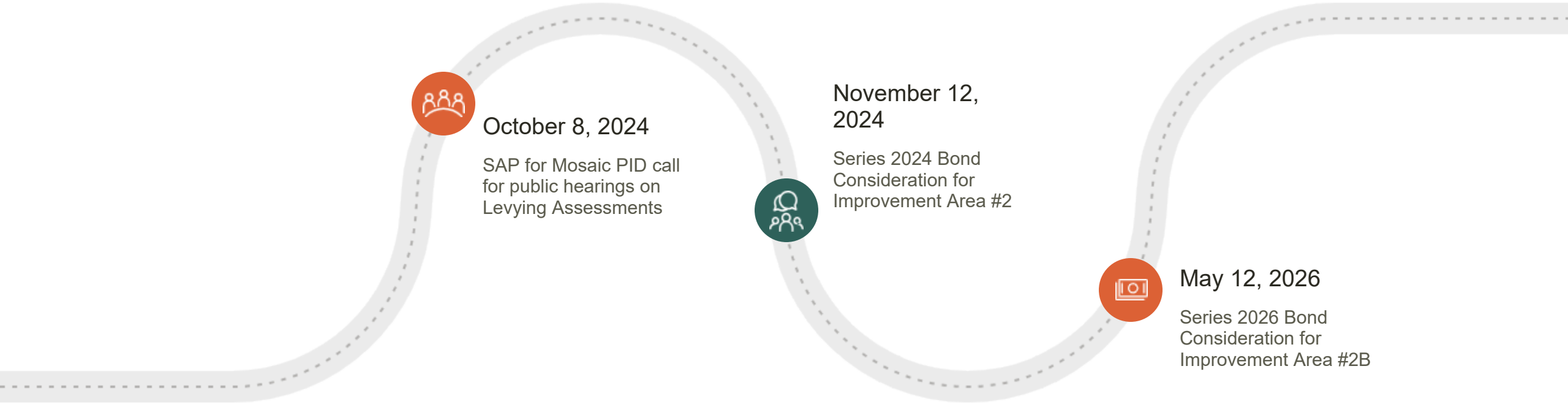




BOND PRICING AND DETAILS

- The City's Financial Advisor, Hilltop Securities, will present the details of the Bond pricing.

Mosaic - IA #2B Timeline



October 8, 2024

SAP for Mosaic PID call for public hearings on Levying Assessments

November 12, 2024

Series 2024 Bond Consideration for Improvement Area #2

May 12, 2026

Series 2026 Bond Consideration for Improvement Area #2B

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 (MOSAIC PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2B PROJECT); APPROVING A SERVICE AND ASSESSMENT PLAN AND UPDATED IMPROVEMENT AREA #2 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 "Mosaic Public Improvement District" (the "District") pursuant to a resolution adopted by the City Council of the City (the "City Council") on November 9, 2021; 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 November 12, 2024 regarding the levy of special assessments against benefitted property located 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 "Assessment Ordinance") on November 12, 2024; and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted the Mosaic Public Improvement District Service and Assessment Plan, dated November 12, 2024 (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 Assessments against the Improvement Area #2 Assessed Property (the "Improvement Area #2 Assessments"), as shown on the Improvement Area #2 Assessment Roll; and

WHEREAS, the City has previously issued its "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Improvement Area #2 Project)" (the "2024 Bonds"), which 2024 Bonds were the initial series of bonds secured by that certain Indenture of Trust, dated as of December 1, 2024 (the "2024 Indenture"), executed and delivered by the City and the Trustee (as hereinafter defined), and which are payable from the Improvement Area #2 Assessments; and

WHEREAS, pursuant to Section 13.2(c) of the 2024 Indenture, the City is authorized to issue an additional series of bonds (the "Additional Bonds") in accordance with the provisions of the 2024 Indenture provided the conditions set forth in Section 13.2(c) of the 2024 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 #2 Assessments and other revenues received for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #2 Projects, (ii) funding a reserve fund for payment of principal and interest on the Bonds Similarly Secured (as defined in the 2024 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 (Mosaic Public Improvement District Improvement Area #2B Project)" (the "Series 2026 Bonds"), such series to be payable from a lien on and pledge of the Trust Estate (as defined in the 2024 Indenture) on parity with the Series 2024 Bonds; and

WHEREAS, the City has received satisfactory evidence that all requirements of Section 13.2(c) of the 2024 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 2024 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 #2 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 Continuing Disclosure Agreement (defined below), and (vi) 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 #2 of the District; 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.

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 #2 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.

The Series 2026 Bonds shall be issued and secured under the 2024 Indenture, as supplemented by that certain Supplemental Indenture of Trust (the "Supplemental Indenture" and, together with the 2024 Indenture, the "Indenture"), dated as of June 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.

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 2024 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, is not responsible for and proclaims no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (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 (Mosaic Public Improvement District Improvement Area #2B 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 are each

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. Service and Assessment Plan. That certain "Mosaic Public Improvement District Amended Service and Assessment Plan", dated November 12, 2024, as updated from time to time, including in connection with the issuance of the Series 2026 Bonds on May 12, 2026, 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, 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 #2 of the District and the updated Improvement Area #2 Assessment Roll attached thereto, which updates the information related to the Improvement Area #2 Assessments that have been previously levied against the Improvement Area #2 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 Denton County not later than the seventh (7th) 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 (7th) day after the date that the City Council approves each Annual Service Plan Update.

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 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 #2 Projects.

SECTION 7. Submission to Appraisal District. The City Secretary is directed to cause a copy of the Improvement Area #2 Assessment Roll, in the format required by Section 372.017(e) of the PID Act, to be submitted to the Denton Central Appraisal District not later than the seventh (7th) day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan.

SECTION 8. 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 (7th) 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 (7th) day after the date that the City Council approves each Annual Service Plan Update.

SECTION 9. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 11. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 12. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 13. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preambles of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 14. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of Page Intentionally Left Blank]

PASSED AND ADOPTED, this May 12, 2026.

CITY OF CELINA, TEXAS

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF DENTON §

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 JUNE 1, 2026

SECURING

$_____
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2B PROJECT)

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EXHIBIT A Form of Series 2026 Bond A-1

SUPPLEMENTAL INDENTURE OF TRUST

THIS SUPPLEMENTAL INDENTURE OF TRUST, dated as of June 1, 2026 (this "2026 Supplemental Indenture"), 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 December 1, 2024, executed and delivered by the City and the Trustee (the "2024 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 Mosaic Public Improvement District (the "District"), pursuant to a resolution adopted on November 9, 2021; 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 November 12, 2024, which Assessment Ordinance levied the Assessments against the Assessed Property in Improvement Area #2 of the District for the purpose of paying the costs of the Improvement Area #2 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 2024 (Mosaic Public Improvement District Improvement Area #2 Project)" (hereafter referred to interchangeably as the "Bonds" and the "Series 2024 Bonds"), which Series 2024 Bonds were the initial series of Bonds Similarly Secured secured by the 2024 Indenture, 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 #2 of the District; and

WHEREAS, pursuant to Section 13.2(c) of the 2024 Indenture, the City is authorized to issue a series of Additional Bonds in accordance with the provisions of the 2024 Indenture provided the conditions set forth in Section 13.2(c) of the 2024 Indenture have been satisfied prior to the issuance of such Additional Bonds; and

WHEREAS, pursuant to Section 10.1(b)(ii) of the 2024 Indenture, the City is authorized to amend the 2024 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 2024 Indenture, the City is authorized to amend the 2024 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 2024 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 #2 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 (defined below); and

WHEREAS, the City Council now desires to issue a second series of revenue bonds in accordance with the terms of the 2024 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 (Mosaic Public Improvement District Improvement Area #2B Project)" (the "Series 2026 Bonds"), such Series 2026 Bonds being payable solely from the Trust Estate, consisting primarily of Assessments, and other funds pledged under the 2024 Indenture and this 2026 Supplemental Indenture to the payment of the Bonds Similarly Secured and for the purposes set forth in the preamble 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 2024 Indenture and confirmed herein) on parity with the Series 2024 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 PID Reimbursement Agreement related to the Improvement Area #2 Projects shall be legally defeased and no longer outstanding for any lawful purpose, and all costs related to the Improvement Area #2 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 2024 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 2024 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 2024 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 2024 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 2024 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 this 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 2024 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 2024 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 2024 Indenture.

Except as modified by this 2026 Supplemental Indenture, the terms, conditions, and provisions of the 2024 Indenture remain in full force and effect.

Section 1.2 Supplemental Provisions.

(a) Section 1.1 of the 2024 Indenture is hereby supplemented to include the following definitions:

"2026 Supplemental Indenture" means that certain Supplemental Indenture of Trust, dated as of June 1, 2026, executed and delivered by the City and the Trustee.

"Series 2024 Bonds" means the Bonds.

"Series 2024 Reserve Account Requirement" means the least of: (i) Maximum Annual Debt Service on the Series 2024 Bonds as of the Closing Date of the Series 2024 Bonds, (ii) 125% of average Annual Debt Service on the Series 2024 Bonds as of the Closing Date of the Series 2024 Bonds, or (iii) 10% of the lesser of the principal amount of the Outstanding Series 2024 Bonds or the original issue price of the Series 2024 Bonds. As of the Closing Date for the Series 2024 Bonds, the Series 2024 Reserve Account Requirement is $2,727,175.00, which is an amount equal to the Maximum Annual Debt Service on the Series 2024 Bonds as of the Closing Date of the Series 2024 Bonds.

"Series 2026 Bonds" means the City's bonds authorized to be issued by the 2026 Supplemental Indenture and secured under the provisions of this Indenture, entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Mosaic Public Improvement District Improvement Area #2B Project)", which Series 2026 Bonds are a series of Additional Bonds pursuant to the terms of this Indenture.

"Series 2026 Bond Ordinance" means the ordinance adopted by the City Council on May 12, 2026, authorizing the issuance of the Series 2026 Bonds pursuant to this Indenture, including the 2026 Supplemental Indenture.

"Series 2026 Reserve Account Requirement" means an amount equal to 50% 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 2024 Indenture are hereby amended as follows:

"Bonds Similarly Secured" means the Outstanding Series 2024 Bonds, the Outstanding Series 2026 Bonds ~~and any Outstanding Additional 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 Series 2024 Bonds, the Closing Date is December 10, 2024. With respect to the Series 2026 Bonds, the Closing Date is June 12, 2026.

"Initial Bond" means, with respect to the Series 2024 Bonds, the Initial Bond as set forth in Exhibit A to ~~this~~ the 2024 Indenture, 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 2024 Bonds, on March 1, 2025, 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 2024 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 $2,727,175.00, 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 "Mosaic Public Improvement District Service and Assessment Plan" dated November 12, 2024, including the Improvement Area #2 Assessment Roll, as updated in connection with the issuance of the Series 2026 Bonds on May 12, 2026, as hereinafter amended, updated, and/or restated by an Annual Service Plan Update or otherwise~~, a version of which is attached as an exhibit to the Assessment Ordinance~~.

"Trustee" means U.S. Bank Trust Company, National Association, ~~Dallas~~ 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.

(c) Section 3.1 of the 2024 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 #2 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 2024 Indenture is hereby supplemented to include the following as subsection (b):

(b) The Series 2026 Bonds.

(i) The Series 2026 Bonds shall be dated June 12, 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 (%)
20__		
20__		
20__		

(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 this Indenture, as supplemented by the 2026 Supplemental Indenture, 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 the 2026 Supplemental Indenture.

(e) Section 3.3 of the 2024 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 (each of which shall be provided in electronic format):

(i) a certified copy of the Assessment Ordinance;

(ii) a certified copy of the Series 2026 Bond Ordinance;

(iii) a copy of the executed PID Reimbursement Agreement;

(iv) a copy of the opinion of Bond Counsel required by the provisions of Section 10.1(d) and Section 10.8 of this Indenture;

(v) a copy of this Indenture executed by the Trustee and the City;

(vi) a copy of the 2026 Supplemental Indenture executed by the Trustee and the City;

(vii) one or more certificates executed by the (1) City Representative, (2) the Developer and (3) the Administrator satisfying the requirements set forth in Section 13.2(c) of this Indenture; and

(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.

(f) Section 4.2 of the 2024 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__	
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(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 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 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 2024 Indenture is hereby supplemented to include the following as subsection (b):

(b) The Series 2026 Bonds.

(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 5.2 of the 2024 Indenture is hereby amended as follows:

The City may secure identification numbers through the CUSIP Services, managed by FactSet Research Systems ~~S&P Global Market Intelligence~~ 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.

(i) Section 6.1 of the 2024 Indenture is hereby supplemented to include the following as subsections (e) and (f):

(e) From and after the issuance of the Series 2026 Bonds, (1) all amounts due to the Developer with respect to the Improvement Area #2 Projects pursuant to the terms of the PID Reimbursement Agreement will be paid to the Developer solely from the net proceeds of the Series 2024 Bonds and Series 2026 Bonds; and (2) no additional Pledged Revenues shall be deposited into the Developer Reimbursement Pledged Revenue Account. On the date of 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 as directed in a closing memorandum and the Developer Reimbursement Pledged Revenue Account and 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.

(j) Section 6.2 of the 2024 Indenture is hereby supplemented to include the following as subsection (b):

(b) The Series 2026 Bonds.

(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 #2 Projects Account of the Project Fund: $_____;

(B) to the Costs of Issuance Account of the Project Fund: $_____;

(C) to the Reserve Account of the Reserve Fund: $_____; and

(D) to the District Administration Account of the Administrative Fund: $_____.

(k) Section 6.3(a) of the 2024 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, 2025, 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 the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund to pay the Developer for costs of Improvement Area #2 Projects that have been paid by the Developer (including any accrued interest) pursuant to the terms of the PID Reimbursement Agreement, (v) fifth,~~ to pay Actual Costs of the Improvement Area #2 Projects, and (v) fifth~~(vi) sixth~~, to pay other costs permitted by the PID Act. ~~Moneys transferred to the Developer Reimbursement Pledged Revenue Account shall not be a part of the Trust Estate and are not security for the Bonds Similarly Secured.~~

(l) Section 6.3(d) of the 2024 Indenture is deleted in its entirety and shall be marked as “Reserved”.

(m) Section 6.3(g) of the 2024 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 and the other deposits described in (a) above, the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid, including transfers to the Redemption Fund ~~and the funding of any obligations due to the Developer with funds deposited to the Developer Reimbursement Pledged Revenue Account~~.

(n) Section 6.12 of the 2024 Indenture is deleted in its entirety and shall be marked as “Reserved”.

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 it has received the items set forth in Section 1.3(e) hereof, including the opinion of counsel stating that the execution of this 2026 Supplemental Indenture is permitted by and in compliance with the 2024 Indenture. Therefore, and in full reliance upon such opinion, the Trustee verifies that 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 2024 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 2024 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
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2B 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 June 12, 2026, issued in the aggregate principal amount of $_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of December 1, 2024, as supplemented by the Supplemental Indenture of Trust, dated as of June 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 Bonds 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 #2 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__	
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 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 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 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, or portions thereof, 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 and Refunding Bonds on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE 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,
Irving, Texas, 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

$7,100,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2B PROJECT)

BOND PURCHASE AGREEMENT

May 12, 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 $7,100,000 aggregate principal amount of the "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Mosaic Public Improvement District Improvement Area #2B 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 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 Series 2026 Bond Ordinance enacted by the City Council of the City (the "City Council") on May 12, 2026, and shall be issued pursuant to the provisions of the PID Act, and the Indenture of Trust, dated as of December 1, 2024, and Supplemental Indenture of Trust, dated as of June 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 November 9, 2021, in accordance with the PID Act. The Service and Assessment Plan for the District was initially approved on April 11, 2023, and was most recently updated on May 12, 2026, in connection with the issuance of the Bonds. The Creation Resolution, the Assessment Ordinance, the Series 2026 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 Improvement Area #2 Reimbursement Agreement Obligation" 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 (5th) Business Day after the sale date.

d. The Underwriter confirms that any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) 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 April 28, 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 (25th) day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in 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 in the first and third paragraphs under the subcaption "– The Series 2026 Bonds and Improvement Area #2 Reimbursement Agreement Obligation"), "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BOOK-ENTRY ONLY SYSTEM," "OVERLAPPING TAXES AND DEBT – Homeowners' Association Dues," "THE IMPROVEMENT AREA #2 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER AND THE LANDOWNER," "THE PID ADMINISTRATOR," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Landowner, the Improvement Area #2 Projects, and the Development (each as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Landowner," "CONTINUING DISCLOSURE – The Landowner" and "– The Landowner's Compliance with Prior Undertakings," "INFORMATION RELATING TO THE TRUSTEE," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX E-2," and "APPENDIX G." 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 PID Reimbursement Agreement; and

(5) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of June 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 PID Reimbursement 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 Series 2026 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 Series 2026 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 Series 2026 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 #2 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. Landowner's Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Landowner an executed Landowner's Letter of Representations (the "Landowner's Letter of Representations") in the form of Appendix A hereto, and at the Closing, a certificate signed by the Landowner as described in Section 10(e) hereof and set forth in Appendix E (the "Landowner'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 Landowner'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 Landowner as, in the opinions of Shupe Ventura, PLLC, and FBT Gibbons LLP (collectively, "Landowner's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Landowner described in the Landowner's Letter of Representations, the Development Agreement, the PID Reimbursement Agreement, and the Continuing Disclosure Agreement of Landowner with respect to the Bonds, dated as of June 1, 2026, executed and delivered by the Landowner, the Administrator, and the Dissemination Agent (the "Continuing Disclosure Agreement of Landowner" and, together with the Landowner's Letter of Representations, the Development Agreement, and the PID Reimbursement Agreement, the "Landowner 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 Landowner Documents, or other documents relating to the financing and construction of the Improvement Area #2 Projects and the Development (as defined in the Limited Offering Memorandum), and the Landowner 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 Landowner to pay the Assessments when due or to complete the Improvement Area #2 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 Improvement Area #2 Reimbursement Agreement Obligation" (except for the second paragraph therein), "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 the District," "Prepayment History," "Foreclosure History," and "Top Assessment Payers in Improvement Area #2"), "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 Series 2026 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 Series 2026 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 Series 2026 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 PID Reimbursement 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, Landowner'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 Landowner's Counsel. The opinions of Landowner's Counsel, substantially in the forms of Appendix D-1 and Appendix D-2 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. Landowner's Closing Certificate. The Landowner's Closing Certificate dated as of the Closing Date, signed by authorized officers of the Landowner 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 Series 2026 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 Landowner, Landowner's Counsel, and the Landowner'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 Landowner, 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, municipal 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 Landowner Documents. The City Documents and the Landowner 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 Landowner 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 #2 of the District, and (B) the Service and Assessment Plan as updated in connection with the issuance of the Bonds (including the Improvement Area #2 Assessment Roll) have been filed of record in the real property records of Collin County, Texas, and (ii) the Service and Assessment Plan as updated in connection with the issuance of the Bonds, 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 Series 2026 Bond Ordinance.

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 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 Landowner 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. Landowner Organizational and Verification Documents. The Landowner shall have delivered to the Underwriter and the City, (i) fully executed copies of the Landowner'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 Landowner 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 Series 2026 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 Landowner 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 Landowner 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 Landowner.

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, Landowner'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"), the 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

$7,100,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2B 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 or 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**
September 1, 20	
September 1, 20	
September 1, 20	
September 1, 20	
September 1, 20	
September 1, 20	
September 1, 20	
September 1, 20 †	

† Stated maturity.

APPENDIX A

FORM OF LANDOWNER'S LETTER OF REPRESENTATIONS

$7,100,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2B PROJECT)

LANDOWNER'S LETTER OF REPRESENTATIONS

May 12, 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 $7,100,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Mosaic Public Improvement District Improvement Area #2B 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, Tellus Texas I, LLC, a Texas limited liability company (the "Landowner"), makes the representations, warranties, and covenants contained in this Landowner's Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Landowner'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 Landowner understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Landowner, 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 Landowner'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 Landowner 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 Landowner 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 Landowner's Letter of Representations and any certificate delivered by the Landowner in accordance with the Bond Purchase Agreement, the Landowner 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" (except for the information in the first and third paragraphs under the subcaption "– The Series 2026 Bonds and Improvement Area #2 Reimbursement Obligation"), "OVERLAPPING TAXES AND DEBT – Homeowners' Association Dues," "THE IMPROVEMENT AREA #2 PROJECTS," "THE DEVELOPMENT," and "THE DEVELOPER AND THE LANDOWNER" and, to the Landowner's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Landowner, the Improvement Area #2 Projects, and the Development (as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Landowner," "CONTINUING DISCLOSURE – The Landowner" and "– The Landowner's Compliance with Prior Undertakings," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX E-2," "APPENDIX F," and "APPENDIX G" (collectively, the "Landowner Disclosures") in accordance with subsection 4(f) herein.

3. Landowner Documents. The Landowner has executed and delivered each of the below listed documents (individually, a "Landowner Document" and collectively, the "Landowner Documents") in the capacity provided for in each such Landowner Document, and each such Landowner Document constitutes a valid and binding obligation of the Landowner, enforceable against the Landowner in accordance with its terms:

a. this Landowner's Letter of Representations;

b. the Development Agreement;

c. the PID Reimbursement Agreement; and

d. the Continuing Disclosure Agreement of Landowner.

The Landowner has complied in all material respects with all of the Landowner's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Landowner under the Landowner Documents on or prior to the date hereof.

The representations and warranties of the Landowner contained in the Landowner Documents are true and correct in all material respects on and as of the date hereof.

4. Landowner Representations, Warranties and Covenants. The Landowner represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Landowner is duly organized and validly existing as a limited liability company under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of the Landowner provided by the Landowner (the "Landowner 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 Landowner Documents by the Landowner does not violate any judgment, order, writ, injunction, or decree binding on the Landowner or any indenture, agreement, or other instrument to which the Landowner is a party.

d. No Litigation. There are no proceedings pending or threatened in writing before any court or administrative agency against the Landowner that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Landowner to perform its obligations under the Landowner 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 Landowner 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 Landowner represents and warrants that the information set forth in the Landowner'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 Landowner 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 Landowner under any of the Landowner Documents, any documents to which the Landowner 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 Projects to which the Landowner 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 Landowner has occurred and is continuing.

5. Indemnification.

a. The Landowner 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 Landowner'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 Landowner, or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Landowner'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 Landowner's Letter of Representations will be binding upon the Landowner 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 Landowner's Letter of Representations.

Signature page follows.

Dated: May 12, 2026

TELLUS TEXAS I, LLC,
a Texas limited liability company

By: Tellus-Celina, LLC,
a Texas limited liability company,
its Manager

By: _____
_____, its Manager

APPENDIX B

$7,100,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2B 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 May 12, 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

June 12, 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
1255 Corporate Drive, 6th Floor
Irving, Texas 75038
Attn: Bond Operations

FBT Gibbons LLP
1100 Louisiana, Suite 4300
Houston, Texas 77002

Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

$7,100,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2B PROJECT)

Ladies and Gentlemen:

We are the Attorney for the City of Celina, Texas (the "City"), and are rendering this opinion, for limited purposes, in connection with the issuance and sale of $7,100,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Mosaic Public Improvement District Improvement Area #2B 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 May 12, 2026 (the "Series 2026 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 December 1, 2024, and Supplemental Indenture of Trust, dated as of June 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 May 12, 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. 2021-104R enacted by the City Council on November 9, 2021 (the "Creation Resolution");

(b) The Assessment Ordinance;

(c) The Series 2026 Bond Ordinance;

(d) The Indenture;

(e) The Development Agreement;

(f) The PID Reimbursement Agreement; and

(h) That certain Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of June 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 Series 2026 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 Landowner's Closing Certificate delivered pursuant to the Bond Purchase Agreement; (d) the Landowner's Letter of Representations delivered pursuant to the Bond Purchase Agreement; (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Shupe Ventura, PLLC, and FBT Gibbons LLP (together, "Landowner'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 #2 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" (excluding the last paragraphs of "– City Government"), "THE DISTRICT – General" and "– Powers and Authority of the City" (excluding the last sentence of "– 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 Series 2026 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; (ii) Shupe Ventura, PLLC, Landowner's Counsel; [and] (iii) and FBT Gibbons LLC, Landowner's Counsel; [and (iv) Orrick, Herrington & Sutcliffe LLP, counsel to the Underwriter;]

10. There are no material misstatements in the Letters of Representations delivered pursuant to the Bond Purchase Agreement by Municap, Inc., Administrator, and Tellus Texas I LLC, Landowner;

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 Landowner, 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-1

[LETTERHEAD OF SHUPE VENTURA, PLLC]

June 12, 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
1255 Corporate Drive, 6th Floor
Irving, Texas 75038

Messer Fort, PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

FBT Gibbons LLP
1100 Louisiana, Suite 4300
Houston, Texas 77002

$7,100,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(MOSAIC PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2B PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to Tellus Texas I LLC, a Texas limited liability company (the "***Landowner***"), in connection with the issuance and sale by the City of Celina, Texas (the "***City***"), of $7,100,000 City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Mosaic Public Improvement District Improvement Area #2B Project) (the "***Bonds***"), pursuant to the Indenture of Trust, dated as of December 1, 2024, by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "***Trustee***"), as supplemented by that certain Supplemental Indenture of Trust, dated as of June 1, 2026 (together, the "***Indenture***") by and between the City and 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 "Mosaic" (the "***Development***") located in the City.

The Bonds are being sold to FMSbonds, Inc. (the "***Underwriter***"), pursuant to that certain Bond Purchase Agreement dated May 12, 2026 (the "***Bond Purchase Agreement***"), between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

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 Landowner, 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 to which the Landowner is a party (collectively, the "***Reviewed Documents***"):

(1) the *Development Agreement*;

(2) the *PID Reimbursement Agreement*;

(3) the *Landowner's Letter of Representations*; and

(4) the *Continuing Disclosure Agreement of Landowner*.

(b) The *Preliminary Limited Offering Memorandum*;

(c) The final *Limited Offering Memorandum*; and

(d) Such other documents, records, agreements, and certificates of the Landowner as we have deemed necessary or appropriate to render the opinions expressed below.

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 Landowner; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on **Exhibit A** attached to this letter and the exclusions set forth on **Exhibit B** attached to this letter. Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Closing Certificate of the Landowner delivered pursuant to the Bond Purchase Agreement; (d) the legal opinions delivered pursuant to the Bond Purchase Agreement by FBT Gibbons LLP, special counsel to the Landowner, and (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Messer Fort, PLLC, special counsel to the City (collectively, the "***Reliance Materials***"). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

The opinions expressed herein are subject to the correctness in understanding that no beneficiary to this opinion letter may rely on this opinion letter to the extent that such beneficiary or its counsel has actual knowledge of any applicable laws, facts, or circumstances which would make

any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts, or circumstances.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Shupe Ventura, PLLC, attorneys who have given substantive attention to matters concerning the Landowner during the course of our representation of the Landowner in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular, our response does not include matters known to any attorney of our firm in a capacity other than as special counsel to the Landowner. 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 Misty Ventura, Corey Admire, and Roxanne Sheehan of our firm who have been directly involved in representing the Landowner. 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 the foregoing, but subject to the assumptions, qualifications, and limitations set forth both above and below, and having due regard for such legal considerations as we deem relevant, we are of the opinion that:

1. The Reviewed Documents constitute legal, valid, and binding obligations of and are enforceable against the Landowner in accordance with their respective terms.

2. The execution, delivery, and performance by the Landowner of its obligations under the Reviewed Documents do not violate any existing laws of the State of Texas applicable to the Landowner or any ordinances of the City applicable to the Landowner.

3. No consents or approvals are required from the City, the State of Texas, or any other political subdivision or agency of the State of Texas in connection with the execution, delivery, and performance by the Landowner of its obligations under the Reviewed Documents except those consents and approvals: (i) already obtained; (ii) required or described in the express terms of the Reviewed Documents; and (iii) that are necessary for the Landowner to perform its obligations under the Reviewed Documents and are ordinarily and customarily required to develop land within the City and to operate the businesses of the Landowner that are described in the Reviewed Documents.

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; (xiii) 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.

(g) The opinions expressed herein are based on our consideration of laws of the State of Texas which, in our experience, are normally applicable to transactions of the type described in the Reviewed Documents.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the Bond Purchase Agreement and 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. A copy of this opinion letter may be delivered by the Underwriter in connection with the issuance of the Bonds, and the Underwriter may rely on the opinions expressed above. 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,

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, [with your concurrence and] without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;

2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;

4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;

5. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an official administrative body and not adjudicated invalid or unenforceable are valid and enforceable;

6. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the Landowner, the Reviewed Documents are enforceable against the other parties thereto;

7. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;

8. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents;

9. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents; and

10. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US, LLP, Bond Counsel to the City; (ii) Messer Fort, PLLC, special counsel to the City; (iii) Orrick, Herrington & Sutcliffe LLP, counsel to the Underwriter; and (iv) FBT Gibbons LLP, special counsel to the Landowner.

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 related to:

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state "***Blue Sky***" laws and regulations.

2. The compliance or noncompliance by the Underwriter, the Trustee, the City, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;

3. Compliance with fiduciary duty requirements;

4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.

5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;

6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;

7. The recordation or filing of any Bond Documents or related documents;

8. Federal and state environmental laws and regulations;

9. Federal and state land use and subdivision laws and regulations;

10. Federal and state tax laws and regulations;

11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

12. Federal and state racketeering laws and regulations (e.g., RICO);

13. Federal and state health and safety laws and regulations (e.g., OSHA);

14. Federal and state labor laws and regulations;

15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws;

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); and

17. The Bond Purchase Agreement, Indenture, Preliminary Limited Offering Memorandum, final Limited Offering Memorandum, and any other Bond Documents.

APPENDIX D-2

[LETTERHEAD OF FBT GIBBONS LLP]

June 12, 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
Attn: Bond Operations
1255 Corporate Drive, 6th Floor
Irving, Texas 75038

Messer Fort, PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

$7,100,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2B PROJECT)

Ladies and Gentlemen:

We have served as Special Counsel for Tellus Texas I LLC, a Texas limited liability company (the "***Landowner***"), in connection with the issuance and sale by the City of Celina, Texas (the "***City***"), of $7,100,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Mosaic Public Improvement District Improvement Area #2B Project)" (the "***Bonds***"), to that certain Indenture of Trust, dated as of December 1, 2024, by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "***Trustee***"), and the Supplemental Indenture of Trust, dated as of June 1, 2026, by and between the City and the Trustee, authorizing the issuance of 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 "Mosaic" located in the City and in the Mosaic Public Improvement District.

The Bonds are being sold to FMSbonds, Inc. (the "***Underwriter***"), pursuant to that certain Bond Purchase Agreement dated May 12, 2026 (the "***Bond Purchase Agreement***"), by and between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

Assumptions and Bases for Opinions and Assurances

In our capacity as Special Counsel for the Landowner, and for the purpose 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 being executed, entered into, and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the "***Material Documents***"):

(1) the Landowner's Letter of Representations;

(2) The Preliminary Limited Offering Memorandum;

(3) The final Limited Offering Memorandum;

(4) The Continuing Disclosure Agreement of Landowner; and

(5) Such other documents, records, agreements, and certificates of the Landowner, and its respective constituent parties and such other parties as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

(b) Each of the documents and certificates described in ***Exhibit A*** attached hereto and made a part hereof are hereinafter referred to as the "***Landowner's Basic Documents***";

(c) Certificate from the Secretary of State of the State of Texas listed on ***Exhibit A*** indicating that the Landowner is validly existing and in good standing under the laws of the State of Texas (the "***Texas Existence Certificate***");

(d) Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts and listed on ***Exhibit A***, which statement indicates that, as of the date and time thereof, the right of the Landowner to transact business in Texas was "***active***" (the "***FTAS Page***"); and

(e) Such other documents, records, agreements, and certificates of the Landowner, and its constituent parties and such other parties as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

As to questions of fact material to the opinions set for herein, we have, without independent verification of their accuracy, relied to the extent we deem reasonably appropriate upon the representations and warranties of the parties to the Material Documents made in such documents and other certificates.

In making such examinations of the documents referenced above, (including the Material Documents), we have assumed [with your consent]: (a) the genuineness of all signatures, (b) the authenticity of all documents submitted to us as originals, (c) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (d) the authenticity of the originals of the documents referred to in the immediately preceding clause (c), (e) the prompt and proper recordation of any of such documents for which recordation is anticipated, (f) the legal capacity of natural persons signing such documents on behalf of the parties thereto, (g) that the laws of any jurisdiction other than the jurisdictions that are the subject of this opinion letter do not affect the plain

meaning of the terms of such documents, and (h) the correctness and accuracy of all the representations and warranties and certificates upon which we have relied, as described above. In addition, ***except to the extent expressly opined in the opinion paragraphs below***, we have assumed [with your consent] (i) that each party to such documents is validly existing and in good standing under the laws of the state of its formation or organization and has the full power, authority and legal right to enter into and perform all agreements to which it is a party, (j) that such documents have been duly authorized, executed and delivered by each party thereto, (k) that the execution and delivery by each party of, and performance of its agreements in, such documents do not (A) violate such party's formation or organizational documents, (B) 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, or (C) violate or contravene any law, statute, rule or regulation applicable to such party, (l) all required orders, consents, approvals, licenses, authorizations, validations, filings recordings, and registrations with, or exemptions by, all governmental authorities have been obtained and remain in full force and effect for the execution, delivery and performance by each party thereto, and (m) that each such document constitutes the valid, binding and enforceable agreement of all the parties thereto.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The Landowner is (a) a limited liability company, (b) based solely upon the Texas Existence Certificate, validly existing under the laws of the State of Texas, and (c) based solely upon the FTAS Page, in good standing under the laws of the State of Texas.

2. The Landowner has the limited liability company power and authority under the Texas Business Organizations Code and the Landowner's Basic Documents to execute, deliver, and perform its obligations under the Material Documents to which it is a party. The Landowner has the limited liability company power and authority under the Texas Business Organizations Code and the Landowner Basic Documents to which it is a party. The execution and delivery by the Landowner of each Material Document to which it is a party, and the performance by the Landowner of its agreements set forth therein, have been duly authorized by all necessary limited liability company action under the Texas Business Organizations Code and the Landowner's Basic Documents.

3. The execution and delivery by the Landowner of the Material Documents and the performance by the Landowner of its obligations under the Material Documents will not (i) violate any Applicable Law (as defined in Schedule I attached hereto); (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Officer's Certificate described in ***Exhibit A*** dated as of the date hereof (the "***Landowner 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 Landowner, the conflict with which or breach of which would have a material, adverse effect on the ability of the Landowner to perform its obligations under the Material Documents to which it is a party; or (iii) constitute a violation of its limited liability company agreement or certificate of formation.

4. No Governmental Approval (as defined in Schedule I attached hereto) that has not been obtained or taken is required to be obtained or taken by the Landowner on or before the date hereof as a condition to (a) the execution and delivery by the Landowner of the Material

Documents to which it is a party, or (b) the performance by the Landowner of its obligations under the Material Documents to which it is a party, except for Governmental Approvals that might be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with Applicable Laws).

5. The Material Documents have been duly executed and delivered by the Landowner and constitute the legal, valid, and binding obligations of the Landowner, enforceable against it in accordance with their 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, and (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.

6. 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 Landowner is a party or is otherwise subject and which have been identified in the Landowner Certificate which violation, breach, or default would materially adversely affect the Landowner or the performance of any of its obligations under the transactions described in the Material Documents to which it is a party; 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 Landowner, 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.

7. The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "***PLAN OF FINANCE***" (except for the information in the first and third paragraphs under the subcaption "– The Series 2026 Bonds and Improvement Area #2 Reimbursement Agreement Obligation), ***"OVERLAPPING TAXES AND DEBT – Homeowners' Association Dues,"*** "***THE IMPROVEMENT AREA #2 PROJECTS***," "***THE DEVELOPMENT***," "***THE DEVELOPER AND THE LANDOWNER,***" "***BONDHOLDERS' RISKS***" (only as it pertains to the Developer, the Landowner, the Improvement Area #2 Projects, and the Development), "***LEGAL MATTERS – Litigation – The Landowner***" and "***CONTINUING DISCLOSURE – The Landowner***" and "– ***The Landowner's Compliance with Prior Undertakings,***" ***"SOURCES OF INFORMATION – Source of Certain Information,"*** "***APPENDIX E-2***," "***APPENDIX F,***" and "***APPENDIX G,"*** adequately and fairly describes the information summarized under such captions and are correct as to matters of law.

2. 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 City and its counsel, and with representatives of the Landowner 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 and subcaptions 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 May 12, 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.

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. This opinion is rendered solely as the date hereof, and we assume no obligation to supplement this opinion if any Applicable Laws change after the date of this opinion, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

FBT Gibbons, LLP

EXHIBIT A

ATTACHMENT TO OPINION OF COUNSEL FOR THE LANDOWNER

1. Officer's Certificate of Tellus Texas I, LLC (the "***Landowner***"), dated as of the date hereof, to which are attached, among other things, the following:

    a. Certificate of Formation of Landowner certified by the Secretary of State of the State of Texas on December 22, 2020, and all amendments thereto;

    b. Certificate of Fact with respect to the existence of Landowner dated June ___, 2026;

    c. Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed June ___, 2026, at _____ a.m., which statement indicates that, as of the date and time thereof, the right of the Landowner to transact business in Texas is "active";

    d. Company Agreement of Landowner, effective December 22, 2020; and

    E. Written Consent of the Managers of Landowner dated [on or about the date hereof].

APPENDIX E

LANDOWNER'S CLOSING CERTIFICATE

Tellus Texas I, LLC, a Texas limited liability company (the "Landowner"), 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 Landowner is a Texas limited liability company organized, validly existing, and in good standing under the laws of the State of Texas.

2. Representatives of the Landowner 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 $7,100,000 aggregate principal amount of Special Assessment Revenue Bonds, Series 2026 (Mosaic Public Improvement District Improvement Area #2B Project) (the "Bonds"), pursuant to the Preliminary Limited Offering Memorandum, dated April 28, 2026 (the "Preliminary Limited Offering Memorandum"), and Limited Offering Memorandum dated May 12, 2026 (the "Limited Offering Memorandum").

3. The Landowner has delivered to the Underwriter and the City true, correct, complete, and fully executed copies of the Landowner'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 Landowner 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 Landowner, both dated within 10 days of the date hereof.

5. The Landowner has executed and delivered each of the below listed documents (individually, a "Landowner Document" and collectively, the "Landowner Documents") in the capacity provided for in each such Landowner Document, and each such Landowner Document constitutes a valid and binding obligation of the Landowner, enforceable against the Landowner 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 Landowner's Letter of Representations, dated May 12, 2026;

(b) the Development Agreement;

(c) the PID Reimbursement Agreement; and

(d) the Continuing Disclosure Agreement of Landowner with respect to the Bonds, dated as of June 1, 2026, executed and delivered by the Landowner, MuniCap, Inc., as Administrator, and HTS Continuing Disclosure, a division of Hilltop Securities Inc., as Dissemination Agent.

6. The Landowner owned all of the Assessed Property located in Improvement Area #2 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 Landowner contained in the Landowner Documents are true and correct in all material respects on and as of the date hereof.

8. The Landowner has complied in all material respects with all of the Landowner's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Landowner under the Landowner Documents on or prior to the date hereof.

9. The execution and delivery of the Landowner Documents by the Landowner 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 Landowner is a party or is otherwise subject which violation, breach, or default would materially adversely affect the Landowner or its performance of its obligations under the transactions described in the Landowner 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 Landowner, except as expressly described in the Landowner 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 Landowner Documents by the Landowner do not violate any judgment, order, writ, injunction or decree binding on the Landowner or any indenture, agreement, or other instrument to which the Landowner is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Landowner that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Landowner to perform its obligations under the Landowner 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 Landowner 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" (except for the information in the first and third paragraphs under the subcaption "– The Series 2026 Bonds and Improvement Area #2 Reimbursement Obligation"); "OVERLAPPING TAXES AND DEBT – Homeowners' Association Dues," "THE IMPROVEMENT AREA #2 PROJECTS," "THE DEVELOPMENT," and "THE DEVELOPER AND THE LANDOWNER" and, to the Landowner's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Landowner, the Improvement Area #2 Projects, and the Development (as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Landowner," "CONTINUING DISCLOSURE – The Landowner" and "– The Landowner's Compliance with Prior Undertakings," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX E-2," "APPENDIX F," and "APPENDIX G" (collectively, the "Landowner Disclosures") and certifies that the information contained in the Landowner 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 Landowner has reviewed and approved the information contained in the Landowner 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 Landowner's knowledge, the Landowner is in compliance in all material respects with all provisions of applicable law relating to the Landowner in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Landowner's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Landowner or any portion of the Development that would materially and adversely affect the Landowner'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 Landowner 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 Landowner 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 Landowner 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 Landowner is a party or to which the Landowner or any of its property or assets is subject.

16. The Landowner 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 Landowner's ability to perform its obligations under the Landowner Documents.

17. The Landowner has no knowledge of any physical condition of the Development owned or to be developed by the Landowner 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. Except for the lien of Third Coast Bank SSB, no liens exist on land in Improvement Area #2 of the District on the date hereof.

19. The Landowner hereby verifies that it does not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Landowner shall repay the incentives granted herein within 120 days after the date the Landowner is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

20. The Landowner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"). As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of the Bond Purchase Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of the Bond Purchase Agreement, notwithstanding anything in the Bond Purchase Agreement to the contrary.

(i) Not a Sanctioned Company. The Landowner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Landowner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(ii) No Boycott of Israel. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of the Bond Purchase Agreement. 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 Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Bond Purchase 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.

(iv) No Boycott of Energy Companies. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Bond Purchase Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

Signature page follows.

Dated: June 12, 2026

LANDOWNER:

TELLUS TEXAS I, LLC,
a Texas limited liability company

Tellus-Celina, LLC, a Texas limited liability company, its Manager

By: _____
_____, its Manager

APPENDIX F

LETTERHEAD OF MUNICAP, INC.

June __, 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 (Mosaic Public Improvement District Improvement Area #2B 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 Mosaic 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 April 28, 2026, and the final Limited Offering Memorandum for the Bonds, dated May 12, 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 "– Top Assessment Payers in Improvement Area #2," and "THE PID 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 June 12, 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
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2B PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer, dated as of June 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 (Mosaic Public Improvement District Improvement Area #2B 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 December 1, 2024, and Supplemental Indenture of Trust, dated June 1, 2026, 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 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.

"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 Landowner" shall mean the Continuing Disclosure Agreement of Landowner relating to the Bonds, dated as of June 1, 2026, executed and delivered by the Landowner, 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 service 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.

"Landowner" shall mean Tellus Texas I, LLC, a Texas limited liability company, and its successors and assigns.

"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 (5th) day before the applicable Filing Date, the Dissemination Agent has not received a copy of the Annual Financial Information or Annual Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Financial Information or Annual Financial Statements pursuant to subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Financial

Information or Annual Financial Statements, as applicable, no later than two 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 (5th) day before the Annual Collections Report Filing Date the Dissemination Agent has not received a copy of the Annual Collections Report, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking

to provide the applicable Annual Collections Report pursuant to this subsection (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 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 Landowner of real property within Improvement Area #2 in the ordinary course of the Landowner'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 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 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 (1) 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 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 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. The Issuer shall provide written notice to each Reporting Party, as defined in the Disclosure Agreement of Landowner, of any change in the identity of 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 Landowner and a default under the Disclosure Agreement of Landowner 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 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 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 losses, expenses, 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 arising under this Disclosure Agreement, 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 and hold harmless the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Landowner or the failure of the Landowner to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Landowner. 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 an 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), are 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 losses, expenses, and liabilities which the Administrator 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 under this Disclosure Agreement, 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 or hold harmless 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 Landowner to provide information to the Administrator as and when required under the Disclosure Agreement of Landowner. 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), are 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, officers, agents, or employees 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 and Venue. This Disclosure Agreement shall be governed by the laws of the State of Texas. Venue of any action to enforce the rights and privileges existing under this Disclosure Agreement shall be brought in the state district court of Denton County, 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] [ANNUAL FINANCIAL STATEMENTS]
[ANNUAL COLLECTIONS REPORT]

Name of Issuer:	City of Celina, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2026 (Mosaic Public Improvement District Improvement Area #2B 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] [an Annual Collections Report] with respect to the Bonds as required by the Continuing Disclosure Agreement of Issuer dated as of June 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
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2B 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: _____

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)]

[*] Excluding Audited Financial Statements of the Issuer.
[(1)] According to account balance statement dated as of [insert date] as provided by the Trustee.

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; may be fewer than five.

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 Denton County 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__		
20__		
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
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2B PROJECT)

ANNUAL COLLECTIONS REPORT

Delivery Date: _____, 20__

CUSIP Nos: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.
Address: [_____]
City: [_____, Texas _____]
Telephone: (___) ___-____
Contact Person: Attn: _____

SELECT FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE COLLECTION OF ASSESSMENTS COVERING THE PERIOD BEGINNING WITH THE FIRST DAY OF THE FISCAL YEAR SUCCEEDING THE REPORTING FISCAL YEAR THROUGH THE COLLECTIONS REPORTING DATE PROVIDED IN COMPLIANCE WITH SUBSECTION 5(A) OF THE ISSUER'S DISCLOSURE AGREEMENT

Foreclosure History Related To The Annual Installments[(1)]

Succeeding Fiscal Year	Delinquent Annual Installment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Annual Installment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
20__	$		$		$

(i) Period covered includes October 1, 20__ through March 1, 20__.

Collection and Delinquency of Annual Installments [1]

Succeeding Fiscal Year 20__	Total Annual Installments Levied $	Parcels Levied[2]	Delinquent Amount as of 3/1 $	Delinquent % as of 3/1 %	Total Annual Installments Collected[3] $

[1] Period covered includes October 1, 20__ through March 1, 20__.

[2] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

[3] [Does/does not] include interest and penalties.

Prepayment of Assessments[1]

Succeeding Fiscal Year	Number of Prepayments	Amount of Prepayments $	Bond Call Date	Amount of Bonds Redeemed $

[1] Period covered includes October 1, 20__ through March 1, 20__.

EXHIBIT D

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]

Date	Delinquency Clock (Days)	Activity
January 31		Assessments are due.
February 1	1	Assessments delinquent if not received.
February 15	15	Immediately upon receipt, but in no event later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies. Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. Issuer and Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September.
March 15	43/44	Trustee pays bond interest payments to Owners.
April 1	59/60	At this point, if total delinquencies are under 5% and if there is adequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account for full September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.
July 1	**152/153**	**If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for**

[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.

		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

SERVICE AND ASSESSMENT PLAN

MOSAIC
PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

AMENDED SERVICE AND ASSESSMENT PLAN

April 11, 2023
As updated for Series 2024 Phase #1 Bonds and Improvement Area #2 on November 12, 2024, and Series 2026 Improvement Area #2 Bonds on May 12, 2026.

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

MOSAIC
PUBLIC IMPROVEMENT DISTRICT

AMENDED SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On November 9, 2021, the City Council of the City of Celina, Texas (the "City") passed and approved Resolution No. 2021-104R approving and authorizing the creation of the Mosaic Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in the PID, all of which is located within the City's corporate limits.

On April 11, 2023, the City Council of the City approved Ordinance No. 2023-31 which levied Assessments against the Phase #1 Assessed Property in connection with the issuance of a series of Phase #1 Bonds and the Phase #1 Reimbursement Agreement Obligation to finance the Phase #1 Improvements and also approved the Mosaic Public Improvement District Service and Assessment Plan (the "2023 Service and Assessment Plan").

On November 12, 2024, the City Council of the City approved Ordinance No. 2024-100 which levied Assessments against the Improvement Area #2 Assessed Property in connection with the issuance of the Series 2024 Improvement Area #2 Bonds and the Improvement Area #2 Reimbursement Agreement Obligation to finance the Improvement Area #2 Improvements and also approved the Mosaic Public Improvement District Service and Assessment Plan (the "2024 Service and Assessment Plan").

The 2024 Service and Assessment Plan, as heretofore updated, is being updated as this Mosaic Public Improvement District Amended Service and Assessment Plan (the "Service and Assessment Plan") in connection with the issuance of the Series 2026 Improvement Area #2 Bonds to refinance the Improvement Area #2 Reimbursement Agreement Obligation.

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. 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 portion of the PID in Phase #1 and Improvement Area #2 are currently included as Appendix G and Appendix H, respectively, 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 Certificate for Payment 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, (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 Certificate for Payment 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 up to 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.G of this Service and Assessment Plan.

"Additional Major Improvements" mean the Authorized Improvements described in Section III.C that provide a special benefit to all the property within Phases #1-5 of the PID and that are constructed after the Initial Major Improvements. The Developer will be responsible for paying the Actual Costs of any Additional Major Improvements for which Assessments are not levied.

"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. 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.

"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 Roll attached hereto as Appendix G (with respect to Phase #1) and Appendix H (with respect to Improvement Area #2), 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 the second paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each Assessment Roll is updated each year by the Annual Service Plan Update.

"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 Phase #1 Assessment Roll, the Improvement Area #2 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 authorized under Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"Bonds" mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

"Budgeted Cost(s)" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

"Certificate for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements, substantially in the form attached as Exhibit A to the Reimbursement Agreement with such changes as may be required by the City.

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"County" means Denton 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, but excludes any amount collected as an Assessment or interest thereon.

"Developer" means Tellus Texas I, LLC, a Texas limited liability company.

"Development Agreement" means that certain Mosaic Development Agreement by and between the City and James H. Merritt, III., W. Keith Thornton, Margaret M. Thornton, Susanna Parker, and Merritt/Thornton Farm Partnership, L.P., effective on June 8, 2021 and recorded in the real property records of Denton County, Texas as Instrument No. 130140 on July 20, 2021, as assigned to the Developer, and related to development of the property within the PID, 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.

"Future Phase(s)" means Phases that are developed after Phase #1 and Improvement Area #2, as such areas are generally depicted in Appendix A and described in Appendix C.

"Future Phase Improvements" mean those Authorized Improvements associated with any Future Phase(s) that specially benefit only the property within such Future Phase(s).

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

"Homeowner Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a Homeowners Association.

"Improvement Area" means one or more Phases that will be developed in the same general time period. The Phases within an Improvement Area are being assessed and/ or will be assessed in connection with the issuance of Bonds or the incurrence of an obligation under the Reimbursement Agreement for Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Phases within the Improvement Area.

"Improvement Area #2" or **"IA #2"** means, collectively, Phase #2 and Phase #3C of the development, to be developed concurrently and as generally shown in Appendix A, and as specifically depicted and described as the sum of all Parcels shown in Appendix H.

"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 an Assessment relating to the Improvement Area #2 Projects has been levied.

"Improvement Area #2 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Improvement Area #2 Assessed Property, or the Annual Installments thereof, for the Improvement Area #2 Projects.

"Improvement Area #2 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 #2 Bonds" mean, collectively, the Series 2024 Improvement Area #2 Bonds and Series 2026 Improvement Area #2 Bonds.

"Improvement Area #2 Improvements" mean the Authorized Improvements which only benefit Improvement Area #2 Assessed Property, which are described in Section III.E.

"Improvement Area #2 Maximum Assessment Per Unit" means for Improvement Area #2, an Assessment per unit for Improvement Area #2 Projects for each applicable Lot Type as follows:

Lot Type 1 (70 Ft)	$96,926.77
Lot Type 2 (60 Ft)	$85,031.21
Lot Type 3 (50 Ft)	$73,135.65
Lot Type 4 (40 Ft)	$57,715.48
Lot Type 5 (Townhomes)	$43,176.47

"Improvement Area #2 Projects" mean (i) the pro rata portion of the Initial Major Improvements, allocable to Improvement Area #2 (ii) the pro rata portion of the Additional Major Improvements allocable to Improvement Area #2, and (iii) the Improvement Area #2 Improvements.

"Improvement Area #2 Reimbursement Agreement Obligation" means the reimbursement obligation related to the Actual Costs of the Improvement Area #2 Projects to be paid from Improvement Area #2 Assessment Revenues and/or a future series of Improvement Area #2 Bonds secured by the Improvement Area #2 Assessed Property for the Improvement Area #2 Projects under the terms of the Reimbursement Agreement. Following the issuance of the Series 2026 Improvement Area #2 Bonds and reimbursement of the Improvement Area #2 Projects costs to the Developer, the Improvement Area #2 Reimbursement Agreement Obligation shall be satisfied.

"Initial Major Improvements" mean the Authorized Improvements described in Section III.B that benefit all Assessed Property within Phases #1-5 of the PID and that were constructed concurrently with Phase #1. The Developer is responsible for paying the Actual Costs of any Initial Major Improvements for which Assessments are not levied.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of the County.

"Lot Type" means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council as shown in Appendix F. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of assessment levy, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other

factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

"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.D.

"Parcel" or **"Parcels"** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Denton 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 the County.

"Phase" means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within a Phase will be assessed in connection with the issuance of Phased PID Bonds or in connection with an obligation for such Phase under the Reimbursement Agreement for Authorized Improvements (or the portion thereof) designated herein or in an update to this Service and Assessment Plan that specially benefit the Parcels within the Phase.

"Phase #1" means the initial Phase to be developed and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix G.

"Phase #1 Assessed Property" means all Parcels within Phase #1 other than Non-Benefited Property and shown in the Phase #1 Assessment Roll against which an Assessment relating to the Phase #1 Improvements is levied.

"Phase #1 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #1 Assessed Property, or the Annual Installments thereof, for the Phase #1 Improvements.

"Phase #1 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix G**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #1 Bonds" mean the Series 2023 Phase #1 Bonds and the Series 2024 Phase #1 Bonds.

"Phase #1 Improvements" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.D.

"Phase #1 Maximum Assessment Per Unit" means for Phase #1, an Assessment per unit related to the Phase #1 Improvements for each applicable Lot Type as follows:

Lot Type 1 (70 Ft)	$68,896.74
Lot Type 2 (60 Ft)	$57,845.63
Lot Type 3 (50 Ft)	$54,651.17
Lot Type 4 (40 Ft)	$40,405.61
Lot Type 5 (Townhomes)	$32,289.95

"Phase #1 Projects" mean, collectively, the: (i) pro rata portion of the Initial Major Improvements allocable to Phase #1, (ii) pro rata portion of the Additional Major Improvements allocable to Phase #1, and (iii) Phase #1 Improvements.

"Phase #1 Reimbursement Agreement Obligation" means the reimbursement obligation related to the Actual Costs of the Phase #1 Improvements to be paid from Phase #1 Assessment Revenue not used to pay debt service on the Phase #1 Bonds under the terms of the Reimbursement Agreement. Following the issuance of the Series 2024 Phase #1 Bonds, the Phase #1 Reimbursement Agreement Obligation was satisfied.

"Phases #1-5" means the Phases within the PID that are anticipated to be developed as Phase #1 through Phase #5, including any subphases within a specific phase, and generally shown in Appendix A, as specifically described as the sum of all Parcels shown in Appendix C.

"Phase #2" means the Improvement Area #2 Assessed Property identified as Phase #2 on the map attached as Appendix A.

"Phases #3A, 3B, 4, and 5" means Phases that are developed after Phase #1 and Improvement Area #2, as such areas are generally depicted in Appendix A and described in Appendix C.

"Phase #3C" means the Improvement Area #2 Assessed Property identified as Phase #3C on the map attached as Appendix A.

"Phased PID Bonds" mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Future Phase(s). In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase, or if applicable, Improvement Area, in question.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"PID Assessment Notice" means the form of notice required by the PID Act and Section 5.014 of the Texas Property Code, as amended. A copy of the PID Assessment Notice for the PID is attached as Appendix E hereto.

"Prepayment Costs" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

"Public Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

"Reimbursement Agreement" means that certain "PID Reimbursement Agreement Mosaic Public Improvement District", effective as of April 11, 2023, as amended and restated on November 12, 2024, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Authorized Improvements and the City agrees to reimburse the Developer with interest as permitted by the PID Act solely from Assessment Revenues and/or the net proceeds of Bonds for a portion of such Actual Costs funded by the Developer for Authorized Improvements constructed and accepted by the City for the benefit of Assessed Property.

"Series 2023 Phase #1 Bonds" means those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Mosaic Public Improvement District Phase #1 Project).

"Series 2024 Phase #1 Bonds" means those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Phase #1B Project).

"Series 2024 Improvement Area #2 Bonds" means those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Improvement Area #2 Project).

"Series 2026 Improvement Area #2 Bonds" means those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Mosaic Public Improvement District Improvement Area #2B Project).

"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 684.752 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 1,460 single family residential units, 210 townhomes, 350 multi-family units, and 30,000 gross square feet of commercial, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The information regarding the projected buildout of the PID is for Phases #1-5 and Phase #7. Information regarding Phase #6 is not included herein. The landowner of Phase #6 has not provided any current development plan for such phase.

The property within the PID was originally proposed to be developed as shown in Table II-A.1.

Table II-A.1
Proposed Development – Original

Proposed Development	Quantity	Measurement
Residential:		
Single-Family - 70 Ft	161	Units
Single-Family - 60 Ft	488	Units
Single-Family - 50 Ft	465	Units
Single-Family - 40 Ft	356	Units
Townhomes	210	Units
Multi-Family[1]	336	Units
Subtotal - Residential	**2,016**	**Units**
Non-Residential:		
Commercial[1]	56	1,000 GSF
Subtotal – Non-Residential	**56**	**1,000 GSF**

[1]Developer is not the landowner of property within the portion of the Future Phase on which multi-family units and commercial development are anticipated to be built. Estimated number of multi-family units and commercial square footage has been provided by landowner of such portion of the Future Phase and is subject to change.

The original development plan was revised, and the revised lot count and lot mix is shown in Table II-A.2.

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Table II-A.2
Proposed Development – Revised

Proposed Development	Quantity	Measurement
Residential:		
Single-Family - 70 Ft	184	Units
Single-Family - 60 Ft	456	Units
Single-Family - 50 Ft	465	Units
Single-Family - 40 Ft	355	Units
Townhomes	210	Units
Multi-Family[1]	350	Units
Subtotal - Residential	**2,020**	**Units**
Non-Residential:		
Commercial[1]	30	1,000 GSF
Subtotal – Non-Residential	**30**	**1,000 GSF**

[1]Developer is not the landowner of property within the portion of the Future Phase on which multi-family units and commercial development are anticipated to be built. Estimated number of multi-family units and commercial square footage has been provided by landowner of such portion of the Future Phase and is subject to change.

B. Property Included in Phase #1

Phase #1 consists of approximately 129.468 acres and is projected to consist of 367 single family residential units and 68 townhomes. A map of the property within Phase #1 is shown in Appendix A.

The property within Phase #1 is proposed to be developed as shown on Table II-B below:

Table II-B
Proposed Development – Phase #1

Proposed Development	Quantity	Measurement
Single-Family - 70 Ft	62	Units
Single-Family - 60 Ft	109	Units
Single-Family - 50 Ft	110	Units
Single-Family - 40 Ft	86	Units
Townhomes	68	Units
Total	**435**	**Units**

C. Property Included Improvement Area #2

Improvement Area #2 consists of approximately 201.857 acres and is projected to consist of 544 single family residential units and 47 townhomes. A map of the property within Improvement Area #2 is shown in Appendix A.

The property within Improvement Area #2 is proposed to be developed as shown on Table II-C.

Table II-C
Proposed Development – Improvement Area #2

Proposed Development	Quantity (Phase #2)	Quantity (Phase #3C)	Total	Measurement
Single-Family - 70 Ft	60	62	122	Units
Single-Family - 60 Ft	114	68	182	Units
Single-Family - 50 Ft	141	0	141	Units
Single-Family - 40 Ft	99	0	99	Units
Townhomes	47	0	47	Units
Total	**461**	**130**	**591**	**Units**

D. PROPERTY INCLUDED IN THE FUTURE PHASES

The Future Phases consist of approximately 353.427 acres, which includes approximately 12.778 acres for a future school site. The Future Phases are projected to consist of approximately 549 single family residential units, 95 townhomes, 350 multi-family units, and 30,000 gross square feet of commercial. A map of the property within the Future Phases is shown in Appendix A.

The property within the Future Phases is proposed to be developed as follows:

Table II-D
Proposed Development – Future Phases

Proposed Development	Quantity	Measurement
Residential:		
Single-Family - 60 Ft	165	Units
Single-Family - 50 Ft	214	Units
Single-Family - 40 Ft	170	Units
Townhomes	95	Units
Multi-Family[1]	350	Units
Subtotal - Residential	**994**	**Units**
Non-Residential:		
Commercial[1]	30	1,000 GSF
Subtotal – Non-Residential	**30**	**1,000 GSF**

[1]Developer is not the landowner of property within the portion of the Future Phases on which multi-family units are anticipated to be built. Estimated number of multi-family units has been provided by the landowner of such portion of the Future Phases and is subject to change.

As Future Phases are developed, additional Assessments may be levied and Phased PID Bonds may be issued and/or obligations may be created under the Reimbursement Agreement for each new Phase or Improvement Area. In connection with the levy of Assessments against property within Future Phase(s) and/or issuance of each new Phased PID Bond, this Service and Assessment Plan will be updated to add additional details of each new Phase(s) as shown for Phase #1 and Improvement Area #2 in Section II.B. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phase(s) are shown for illustrative purposes only and are subject

to adjustment. The current Parcels within Phase #1 and Improvement Area #2 in the PID are shown on the Phase #1 Assessment Roll and Improvement Area #2 Assessment Roll, respectively, included as Appendix G and Appendix H, respectively, and additional Assessment Rolls may be added to this Service and Assessment Plan as the Future Phase (s) are developed.

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. The estimated number of units for the Future Phases is preliminary and is subject to change.

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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, III.D, and III.E and shown in the opinion of probable costs shown in Appendix B and on the diagrams included as Appendix D for the benefit of the Assessed Property. Any change to the list of Authorized

Improvements will require the approval of the City and an update to this Service and Assessment Plan. Tables included in this Section may be rounded to the nearest whole dollar.

B. Descriptions and Costs of Initial Major Improvements

The Initial Major Improvements benefit Phases #1-5 of the PID. The costs of the Initial Major Improvements are allocated proportionally throughout Phases #1-5 of the PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. The costs of the Initial Major Improvements will be proportionally allocated to each of Phase #1-5, as shown on Table III-A.

The Initial Major Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Initial Major Improvements are shown in Table III-A.

A description of the Initial Major Improvements are as follows:

Roadway Improvements

The roadway portion of the Initial Major Improvements includes clearing, grubbing, excavation of streets and right-of-way, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, trails, retaining walls, median landscaping, signage and traffic control devices, and the acquisition of related right-of-way for such roadway improvements, for the benefit of the Assessed Property within Phases #1-5. The roadway improvements include an allocable share of perimeter road improvements. All roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Initial Major Improvements includes water mains of various diameters that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances, including trench safety, for the benefit of the Assessed Property within Phases #1-5. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Initial Major Improvements includes sanitary sewer mains of various diameters, manholes, lift stations, service lines, clean-outs, and other sewer main appurtenances, including trench safety, for the benefit of the Assessed Property within Phases #1-5. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage collection system portion of the Initial Major Improvements includes pre-development erosion control, silt fences, rock check dams, drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention basins, detention structures and trench safety for the benefit of the Assessed Property within Phases #1-5. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

Soft and miscellaneous costs consisting of costs related to designing, constructing, and installing the Initial Major Improvements including land planning and design, city fees, legal fees, engineering, soil testing, survey, construction management, and contingency, costs associated with financing the Initial Major Improvements, and a portion of the costs incurred in the establishment, administration and operation of the District allocable to Phases #1-5.

Table III-A
Actual Costs - Initial Major Improvements

Authorized Improvements	Total Original Initial Major Improvement Costs	Budget Change	Total Updated Initial Major Improvement Costs	Phase #1 Allocated Amount	Improvement Area #2 Allocated Amount	Phases #3A, 3B, 4 and 5 Allocated Amount
Roadway improvements	$891,594	($8,841)	$882,753	$229,567	$331,649	$321,536
Water improvements	$1,427,248	($145,228)	$1,282,020	$333,400	$481,653	$466,967
Sanitary sewer improvements	$3,127,932	($33,475)	$3,094,457	$804,740	$1,162,583	$1,127,134
Storm drainage improvements	$779,169	($8,337)	$770,832	$200,461	$289,600	$280,770
Other soft and miscellaneous costs	$929,248	($744,406)	$184,842	$48,070	$69,445	$67,327
Total Authorized Improvements	**$7,155,191**	**($940,287)**	**$6,214,904**	**$1,616,238**	**$2,334,931**	**$2,263,734**

Note: Costs provided by the Developer. The City has only levied Assessments for the costs of the Initial Major Improvements allocable to Improvement Area #2. The Developer is responsible for paying costs of the Initial Major Improvements allocable to Phase #1 without reimbursement from the Phase #1 Bonds or Phase #1 Assessment Revenues. The City may levy Assessments or issue Future Phased Bonds to pay for the costs of the Initial Major Improvements allocable to Future Phases.

C. Descriptions and Costs of Additional Major Improvements

The Additional Major Improvements benefit Phases #1-5 of the PID. The costs of the Additional Major Improvements are allocated proportionally throughout the Phases #1-5 of the PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. The costs of the Additional Major Improvements will be proportionally allocated to each of Phases #1-5, as shown on Table III-B.

The Additional Major Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Additional Major Improvements are shown in Table III-B and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Additional Major Improvements are as follows:

Water Improvements

The water distribution system portion of the Additional Major Improvements includes water mains of various diameters that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances, including trench safety, for the benefit of the Assessed Property within Phases #1-5. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Open Space and Park Improvements

The open space and park improvement portion of the Additional Major Improvements consists of certain public open space, trail improvements, and park amenities for the benefit of Phases #1-5 of the PID. All public open space and trail system improvements will be designed and constructed according to City standards.

Other Soft and Miscellaneous Improvements

Soft and miscellaneous costs consisting of costs related to designing, constructing, and installing the Additional Major Improvements including land planning and design, city fees, legal fees, engineering, soil testing, survey, construction management, and contingency, costs associated with financing the Additional Major Improvements, and a portion of the costs incurred in the establishment, administration and operation of the District allocable to Phases #1-5.

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Table III-B
Budgeted Costs - Additional Major Improvements

Authorized Improvements	Total Original Additional Major Improvement Costs	Budget Changes	Total Updated Additional Major Improvement Costs	Phase #1 Allocated Amount	Improvement Area #2 Allocated Amount	Phases #3A, 3B, 4 and 5 Allocated Amount
Roadway improvements	$1,039,000	($1,039,000)	$0	$0	$0	$0
Water improvements	$163,000	$4,474,271	$4,637,271	$1,205,962	$1,742,217	$1,689,093
Sanitary sewer improvements	$51,000	($51,000)	$0	$0	$0	$0
Storm drainage improvements	$355,000	($355,000)	$0	$0	$0	$0
Open space and park improvements	$0	$2,839,245	$2,839,245	$738,370	$1,066,701	$1,034,175
Other soft and miscellaneous costs	$446,863	$1,058,367	$1,505,230	$391,448	$565,513	$548,269
Total Authorized Improvements	**$2,054,863**	**$6,926,883**	**$8,981,746**	**$2,335,779**	**$3,374,430**	**$3,271,537**

Note: Costs provided by the Developer. The figures shown in Table III-B represent the Budgeted Costs of the Additional Major Improvements, are rounded, may be revised in Annual Service Plan Updates and may be reallocated between line items. The City has only levied Assessments for the costs of the Additional Major Improvements, allocable to Improvement Area #2. The Developer is responsible for paying costs of the Additional Major Improvements allocable to Phase #1 without reimbursement from the Phase #1 Bonds or Phase #1 Assessment Revenues. The City may levy Assessments or issue Future Phased Bonds to pay for the costs of the Additional Major Improvements allocable to Future Phases.

D. Descriptions and Costs of Phase #1 Improvements

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Phase #1 Projects 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.

Roadway Improvements

The roadway portion of the Phase #1 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, retaining walls, median landscaping, signage and traffic control devices, including an allocable share of perimeter road improvements, for the benefit of the Phase #1 Assessed Property. All roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Phase #1 Improvements include PVC waterlines, various gate valves and boxes, fire hydrants, and tapping sleeves, service lines and other water line appurtenances for the benefit of the Phase #1 Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Phase #1 Improvements includes PVC pipes, manholes, service lines, clean-outs, concrete encasements, and other sewer line appurtenances and trench safety for the benefit of the Phase #1 Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage collection system portion of the Phase #1 Improvements includes pre and post development erosion control, silt fences, rock check dams, drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention and detention structures and trench safety for the benefit of the Phase #1 Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

Soft and miscellaneous costs consisting of costs related to designing, constructing, and installing the Phase #1 Improvements including land planning and design, city fees, legal fees, engineering, soil testing, survey, construction management, and contingency, costs associated with financing the Phase #1 Improvements, and a portion of the costs incurred in the establishment, administration and operation of the District.

Table III-C
Budgeted Costs - Phase #1 Projects

Authorized Improvements	Original Phase #1 Improvements	Budget Changes	Updated Phase #1 Improvements	Phase #1's Proportional Share of Initial Major Improvements[1]	Phase #1's Proportional Share of Additional Major Improvements[2]	Total Phase #1 Projects[3]
Roadway improvements	$7,934,786	$1,110,725	$9,045,511	$229,567	$0	$9,275,079
Water improvements	$2,501,791	$8,878	$2,510,669	$333,400	$1,205,962	$4,050,031
Sanitary sewer improvements	$2,265,405	$178,911	$2,444,316	$804,740	$0	$3,249,055
Storm drainage improvements	$4,908,145	$392,220	$5,300,365	$200,461	$0	$5,500,826
Open space and park improvements	$0		$0	$0	$738,370	$738,370
Other soft and miscellaneous costs	$3,905,516	($2,119,774)	$1,785,742	$48,070	$391,448	$2,225,259
Total Authorized Improvements	**$21,515,642**	**($429,040)**	**$21,086,602**	**$1,616,238**	**$2,335,779**	**$25,038,620**

[1] See Table III-A. Allocation of Initial Major Improvements are based on the methodologies described in V.C and shown in Table V.A.
[2] See Table III-B. Allocation of Additional Major Improvements are based on the methodologies described in V.C and shown in Table V.A.
[3]Costs provided by Developer. The figures shown in Table III-C may be revised in Annual Service Plan Updates and may be reallocated between line items. Assessments have not been levied for Phase #1's proportionate share of the Initial Major Improvements or the Additional Major Improvements and the Developer is responsible for paying costs of the Initial Major Improvements and Additional Major Improvements allocable to Phase #1 without reimbursement from the Phase #1 Bonds or Phase #1 Assessment Revenues.

E. 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 Projects are shown in Table III-D and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Roadway Improvements

The roadway portion of the Improvement Area #2 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, retaining walls, median and other right-of-way landscaping, signage and traffic control devices, including an allocable share of perimeter road improvements, for the benefit of the Improvement Area #2 Assessed Property. All roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Improvement Area #2 Improvements include PVC waterlines, various gate valves and boxes, fire hydrants, and tapping sleeves, service lines and other water line appurtenances for the benefit of the Improvement Area #2 Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Improvement Area #2 Improvements includes PVC pipes, manholes, service lines, clean-outs, concrete encasements, and other sewer line appurtenances and trench safety for the benefit of the Improvement Area #2 Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage collection system portion of the Improvement Area #2 Improvements includes pre and post development erosion control, silt fences, rock check dams, drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention and detention structures and trench safety for the benefit of the Improvement Area #2 Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Open Space and Park Improvements

The open space and park improvement portion of the Improvement Area #2 Improvements consists of certain public open space and park amenities for the benefit of the Improvement Area #2 Assessed

Property. All public open space and park improvements will be designed and constructed according to City standards.

Other Soft and Miscellaneous Improvements

Soft and miscellaneous costs consisting of costs related to designing, constructing, and installing the Improvement Area #2 Improvements including land planning and design, city fees, legal fees, engineering, soil testing, survey, construction management, and contingency, costs associated with financing the Improvement Area #2 Improvements, and a portion of the costs incurred in the establishment, administration and operation of the District.

Table III-D
Budgeted Costs - Improvement Area #2 Projects

Authorized Improvements	Improvement Area #2's Proportional Share of Initial Major Improvements[1]	Improvement Area #2's Proportional Share of Additional Major Improvements[2]	Improvement Area #2 Improvements	Total Improvement Area #2 Projects[3]
Roadway improvements	$331,649	$0	$8,393,619	$8,725,268
Water improvements	$481,653	$1,742,217	$3,164,573	$5,388,443
Sanitary sewer improvements	$1,162,583	$0	$3,858,184	$5,020,767
Storm drainage improvements	$289,600	$0	$4,168,057	$4,457,657
Open space and park improvements	$0	$1,066,701	$6,597,173	$7,663,873
Other soft and miscellaneous costs	$69,445	$565,513	$8,205,258	$8,840,215
Total Authorized Improvements	**$2,334,931**	**$3,374,430**	**$34,386,863**	**$40,096,224**

[1] See Table III-A. Allocation of Initial Major Improvements are based on the methodologies described in V.C and shown in Table V.A.
[2] See Table III-B. Allocation of Additional Major Improvements are based on the methodologies described in V.C and shown in Table V.A.
[3]Costs provided by Developer. The figures shown in Table III-D may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Authorized Improvements amount does not change.

F. FUTURE PHASES

As Future Phases are developed, this SAP will be amended to identify the specific Authorized Improvements that confer a special benefit to the property inside each Future Phase (e.g. a Table III-E will be added to show the costs for the Future Phase Improvements financed within the specific Future Phase being developed) and to show such Future Phase's allocable share of the Actual Costs of the Initial Major Improvements and Additional Major Improvements.

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IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. Construction of the Phase #1 Improvements and Initial Major Improvements began in January 2022, and the construction of the Phase #1 Improvements and Initial Major Improvements was completed in the 3rd quarter of 2023. The Developer began construction of the Improvement Area #2 Improvements for construction Phases #2A, #2B, and #2C in June 2023 and completed the road, water, sanitary sewer and storm drainage portions of such improvements in the fourth quarter of 2024. The Developer began construction of the Improvement Area #2 Improvements for construction Phase #3C in September 2024 and completed the road, water, sanitary sewer and storm drainage portions of such improvements in the 4th quarter of 2025. The Developer expects to complete all open space and landscaping portions of the Improvement Area #2 Improvements in the 4th quarter of 2026. It is anticipated that all Additional Major Improvements will be constructed in 2028. Local infrastructure to serve the next phases of development is expected to begin in the 2nd quarter of 2026.

The Budgeted Costs for the Phase #1 Projects plus costs related to the issuance of both series of the Phase #1 Bonds and the expenses incurred in the establishment, administration, and operation of the PID allocable to Phase #1 are $29,416,224 as shown in Table IV-A.2. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

The Budgeted Costs for the Improvement Area #2 Projects 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 $48,437,801 as shown in Table IV-B.2. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s).

If Assessments are levied and/or Phased PID Bonds are issued for the costs of Authorized Improvements to be constructed with development of each Future Phase for this Service and Assessment Plan will be updated or amended (e.g. Table IV-C may be included for Improvement Area #3, etc.).

The Series 2023 Phase #1 Bonds were issued in 2023 and were used to finance a portion of the costs of the Phase #1 Improvements. At that time and at this time, no Assessments were levied against the Phase #1 Assessed Property for the Actual Costs of the Initial Major Improvements or the Additional Major Improvements allocable to Phase #1. Phase #1's allocable share of the Initial Major Improvements were funded by the Developer, and the Developer has funded, or will fund, Phase #1's allocable share of all Additional Major Improvements constructed and to be constructed. Phase #1's allocable share of the Initial Major Improvements and Additional Major Improvements

will not be reimbursed from the proceeds for the Phase #1 Bonds or from Phase #1 Assessment Revenues.

Table IV-A.1
Projected Sources and Uses – Phase #1 Projects - Original

Sources of Funds	Phase #1 Bonds	Phase #1 Reimbursement Agreement Obligation	Other Funding Sources	Total
Par amount	$15,923,000	$0	$0	$15,923,000
Original Issue Discount	($55,456)	$0	$0	($55,456)
Assessment	$0	$6,425,000	$0	$6,425,000
Other funding sources[1]	$0	$2,744,376	$2,248,044	$4,992,421
Total Sources	**$15,867,544**	**$9,169,376**	**$2,248,044**	**$27,284,965**
Uses of Funds				
Phase #1 Improvements[2]:				
Roadway Improvements	*$4,553,198*	*$3,381,588*	$0	*$7,934,786*
Water Improvements	$1,435,596	$1,066,195	$0	$2,501,791
Sanitary Sewer Improvements	$1,299,951	*$965,453*	$0	*$2,265,405*
Storm Drainage Improvements	$2,816,428	$2,091,717	$0	$4,908,145
Other Soft and Miscellaneous Costs	$2,241,092	*$1,664,424*	$0	*$3,905,516*
Subtotal Phase #1 Improvements	*$12,346,266*	*$9,169,376*	*$0*	*$21,515,642*
Initial Major Improvements[2]:				
Roadway Improvements	$0	$0	$217,626	$217,626
Water Improvements	$0	$0	$348,371	$348,371
Sanitary Sewer Improvements	$0	$0	$763,484	$763,484
Storm Drainage Improvements	$0	$0	$190,184	$190,184
Other Soft and Miscellaneous Costs	$0	$0	$226,816	$226,816
Subtotal Initial Major Improvements	*$0*	*$0*	*$1,746,481*	*$1,746,481*
Additional Major Improvements[2]:				
Roadway Improvements	$0	$0	$253,605	$253,605
Water Improvements	$0	$0	$39,786	$39,786
Sanitary Sewer Improvements	$0	$0	$12,448	$12,448
Storm Drainage Improvements	$0	$0	$86,651	$86,651
Other Soft and Miscellaneous Costs	$0	$0	$109,073	$109,073
Subtotal Additional Major Improvements	*$0*	*$0*	*$501,563*	*$501,563*
Bond Issuance Costs:				
Costs of Issuance	$780,000	$0	$0	$780,000
Capitalized interest	$1,092,123	$0	$0	$1,092,123
Reserve Fund	$1,121,465	$0	$0	$1,121,465
Administrative Expense	$50,000	$0	$0	$50,000
Underwriter's Discount	$477,690	$0	$0	$477,690
Subtotal Bond Issuance Costs	*$3,521,278*	*$0*	*$0*	*$3,521,278*
Total Uses	**$15,867,544**	**$9,169,376**	**$2,248,044**	**$27,284,965**

[1]The other funding sources represent project costs of the Phase #1 Projects to be paid by the Developer without reimbursement from the City including all of the costs of the Initial Major Improvements and Additional Major Improvements allocable to Phase #1.
[2] See Table III-C for details.

The Series 2024 Phase #1 Bonds were issued in 2024 and used to refinance the Phase #1 Reimbursement Agreement Obligation.

Table IV-A.2
Projected Sources and Uses – Phase #1 Projects - Revised

Sources of Funds	Series 2023 Phase #1 Bonds	Series 2024 Phase #1 Bonds	Other Funding Sources	Total
Par amount	$15,923,000	$6,336,000	$0	$22,259,000
Assessment	$0	$0	$0	$0
Other funding sources[1]	$0	$3,205,206	$3,952,018	$7,157,224
Total Sources	**$15,923,000**	**$9,541,206**	**$3,952,018**	**$29,416,224**
Uses of Funds				
Phase #1 Improvements[2,3]:				
Roadway Improvements	$5,296,173	$3,749,338	$0	*$9,045,511*
Water Improvements	$1,470,004	$1,040,665	$0	$2,510,669
Sanitary Sewer Improvements	$1,431,154	$1,013,162	$0	*$2,444,316*
Storm Drainage Improvements	$3,103,379	$2,196,986	$0	$5,300,365
Other Soft and Miscellaneous Costs	$1,045,557	$740,185	$0	*$1,785,742*
Subtotal Phase #1 Improvements	*$12,346,266*	*$8,740,336*	*$0*	*$21,086,602*
Initial Major Improvements[2]:				
Roadway Improvements	$0	$0	$229,567	$229,567
Water Improvements	$0	$0	$333,400	$333,400
Sanitary Sewer Improvements	$0	$0	$804,740	$804,740
Storm Drainage Improvements	$0	$0	$200,461	$200,461
Other Soft and Miscellaneous Costs	$0	$0	$48,070	$48,070
Subtotal Initial Major Improvements	*$0*	*$0*	*$1,616,238*	*$1,616,238*
Additional Major Improvements[2]:				
Water Improvements	$0	$0	$1,205,962	$1,205,962
Open Space and Park Improvements	$0	$0	$738,370	$738,370
Other Soft and Miscellaneous Costs	$0	$0	$391,448	$391,448
Subtotal Additional Major Improvements	*$0*	*$0*	*$2,335,779*	*$2,335,779*
Bond Issuance Costs:				
Costs of Issuance	$780,000	$376,000	$0	$1,156,000
Capitalized interest	$1,092,123	$0	$0	$1,092,123
Reserve Fund	$1,121,465	$223,534	$0	$1,344,999
Administrative Expense	$50,000	$0	$0	$50,000
Underwriter's Discount	$477,690	$190,080	$0	$667,770
Subtotal Bond Issuance Costs	*$3,521,278*	*$789,614*	*$0*	*$4,310,892*
Original Issue Discount related to Phase #1 Bonds	$55,456	$11,257	$0	$66,712
Total Uses	**$15,923,000**	**$9,541,206**	**$3,952,018**	**$29,416,224**

[1]The other funding sources represent project costs of the Phase #1 Projects to be paid by the Developer without reimbursement from the City including all of the costs of the Initial Major Improvements and Additional Major Improvements allocable to Phase #1.
[2] See Table III-C for details.
[3]Allocation updated based on updated Actual Costs.

The Series 2024 Improvement Area #2 Bonds were issued in 2024 and were used to finance a portion of the costs of the Improvement Area #2 Projects. Portions of the Improvement Area #2 Projects were also paid for and reimbursed pursuant to the terms of the Reimbursement Agreement.

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Table IV-B.1
Projected Sources and Uses – Improvement Area #2 Projects - Original

Sources of Funds	Improvement Area #2 Bonds	Improvement Area #2 Reimbursement Agreement Obligation	Total
Par amount	$38,256,000	$0	$38,256,000
Assessment	$0	$7,100,000	$7,100,000
Other funding sources[1]	$0	$1,949,201	$1,949,201
Total Sources	**$38,256,000**	**$9,049,201**	**$47,305,201**
Uses of Funds			
Improvement Area #2 Improvements[2]:			
Road Improvements	$7,008,443	$1,385,176	$8,393,619
Water Improvements	$2,642,332	$522,241	$3,164,573
Sanitary Sewer Improvements	$3,221,478	$636,706	$3,858,184
Storm Drainage Improvements	$3,480,214	$687,843	$4,168,057
Open space and park improvements	$5,508,459	$1,088,714	$6,597,173
Other Soft and Miscellaneous Costs	$6,851,166	$1,354,091	$8,205,258
Subtotal Improvement Area #2 Improvements	*$28,712,092*	*$5,674,771*	*$34,386,863*
Initial Major Improvements[2]:			
Road Improvements	$331,649	$0	$331,649
Water Improvements	$481,653	$0	$481,653
Sanitary Sewer Improvements	$1,162,583	$0	$1,162,583
Storm Drainage Improvements	$289,600	$0	$289,600
Other Soft and Miscellaneous Costs	$69,445	$0	$69,445
Subtotal Initial Major Improvements	*$2,334,931*	*$0*	*$2,334,931*
Additional Major Improvements[2]:			
Water Improvements	$0	$1,742,217	$1,742,217
Open Space and Park Improvements	$0	$1,066,701	$1,066,701
Other Soft and Miscellaneous Costs	$0	$565,513	$565,513
Subtotal Additional Major Improvements	*$0*	*$3,374,430*	*$3,374,430*
Estimated Bond Issuance Costs:			
Costs of Issuance	$1,685,000	$0	$1,685,000
Capitalized interest	$1,458,628	$0	$1,458,628
Reserve Fund	$2,727,175	$0	$2,727,175
Administrative Expense	$60,000	$0	$60,000
Underwriter's Discount	$1,147,680	$0	$1,147,680
Subtotal Estimated Bond Issuance Costs	*$7,078,483*	*$0*	*$7,078,483*
Original Issue Discount related to Series 2024 IA #2 Bonds	$130,494	$0	$130,494
Total Uses	**$38,256,000**	**$9,049,201**	**$47,305,201**

[1]The other funding sources represent project costs of the Improvement Area #2 Projects to be paid by the Developer without reimbursement from the City including a portion of the costs of the Initial Major Improvements and Additional Major Improvements allocable to Improvement Area #2.
[2] See Table III-D for details.

The Series 2026 Improvement Area #2 Bonds shown in Table IV-B.2 will be issued in 2026 and will be used to refinance the Improvement Area #2 Reimbursement Agreement Obligation and acquire a portion of the Improvement Area #2 Projects.

Table IV-B.2
Projected Sources and Uses – Improvement Area #2 Projects - Revised

Sources of Funds	Series 2024 Improvement Area #2 Bonds	Series 2026 Improvement Area #2 Bonds	Total
Par amount	$38,256,000	$7,100,000	$45,356,000
Assessment	$0	$0	$0
Other funding sources[1]	$0	$3,142,551	$3,142,551
Total Sources	**$38,256,000**	**$10,242,551**	**$48,498,551**
Uses of Funds			
Improvement Area #2 Improvements[2]:			
Road Improvements	$7,008,443	$1,385,176	$8,393,619
Water Improvements	$2,642,332	$522,241	$3,164,573
Sanitary Sewer Improvements	$3,221,478	$636,706	$3,858,184
Storm Drainage Improvements	$3,480,214	$687,843	$4,168,057
Open space and park improvements	$5,508,459	$1,088,714	$6,597,173
Other Soft and Miscellaneous Costs	$6,851,166	$1,354,091	$8,205,258
Subtotal Improvement Area #2 Improvements	*$28,712,092*	*$5,674,771*	*$34,386,863*
Initial Major Improvements[2]:			
Road Improvements	$331,649	$0	$331,649
Water Improvements	$481,653	$0	$481,653
Sanitary Sewer Improvements	$1,162,583	$0	$1,162,583
Storm Drainage Improvements	$289,600	$0	$289,600
Other Soft and Miscellaneous Costs	$69,445	$0	$69,445
Subtotal Initial Major Improvements	*$2,334,931*	*$0*	*$2,334,931*
Additional Major Improvements[2]:			
Water Improvements	$0	$1,742,217	$1,742,217
Open Space and Park Improvements	$0	$1,066,701	$1,066,701
Other Soft and Miscellaneous Costs	$0	$565,513	$565,513
Subtotal Additional Major Improvements	*$0*	*$3,374,430*	*$3,374,430*
Estimated Bond Issuance Costs:			
Costs of Issuance	$1,685,000	$426,000	$2,111,000
Capitalized interest	$1,458,628	$0	$1,458,628
Reserve Fund	$2,727,175	$514,350	$3,241,525
Administrative Expense	$60,000	$40,000	$100,000
Underwriter's Discount	$1,147,680	$213,000	$1,360,680
Subtotal Estimated Bond Issuance Costs	*$7,078,483*	*$1,193,350*	*$8,271,833*
Original Issue Discount related to IA #2 Bonds	$130,494	$0	$130,494
Total Uses	**$38,256,000**	**$10,242,551**	**$48,498,551**

[1]The other funding sources represent project costs of the Improvement Area #2 Projects to be paid by the Developer without reimbursement from the City including a portion of the costs of the Initial Major Improvements and Additional Major Improvements allocable to Improvement Area #2.
[2] See Table III-D for details.

As Future Phases are developed, the City may levy Assessments against benefitted property within such Future Phase and/or may issue Phased PID Bonds and/or incur obligations under the Reimbursement Agreement to finance the Authorized Improvements required for each new Phase(s).

B. PROJECTED FIVE-YEAR SERVICE PLAN

Phase #1

The annual projected costs and annual projected indebtedness for Phase #1's share of Initial Major Improvements and Additional Major Improvements is shown in Table IV-C. 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-C
Annual Projected Costs and Annual Projected Indebtedness
Phase #1 Share of Initial Major Improvements and Additional Major Improvements

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #1 Annual Installments
2026 & Prior	$3,952,018	$0	$3,952,018	$0
2027	$0	$0	$0	$0
2028	$0	$0	$0	$0
2029	$0	$0	$0	$0
2030	$0	$0	$0	$0
2031	$0	$0	$0	$0
2032	$0	$0	$0	$0
Total	**$3,952,018**	**$0**	**$3,952,018**	**$0**

[1]Annual Projected Costs shown do not include the costs of the Phase #1 Improvements separately in Table IV-D below. Annual Projected Indebtedness shown is solely related to Phase #1's share of Initial Major Improvements and Additional Major Improvements.

The annual projected costs shown in Table IV-C are the annual expenditures relating to Phase #1's share of the Initial Major Improvements and Additional Major Improvements shown in Table III-C. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

The annual projected costs and annual projected indebtedness for Phase #1 Improvements is 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
Phase #1 Improvements

Year	Annual Projected Cost	Annual Projected Indebtedness[2]	Other Funding Sources[3]	Projected Phase #1 Annual Installments
2026 & Prior	$25,464,206	$22,259,000	$3,205,206	$3,950,276
2027	$0	$0	$0	$1,674,956
2028	$0	$0	$0	$1,674,770
2029	$0	$0	$0	$1,674,781
2030	$0	$0	$0	$1,674,941
2031	$0	$0	$0	$1,675,202
2032	$0	$0	$0	$1,674,070
Total	**$25,464,206**	**$22,259,000**	**$3,205,206**	**$13,998,996**

[1]Administrative Expenses in year 2023 were funded with Series 2023 Phase #1 Bond proceeds, and interest on the Series 2023 Phase #1 Bonds for years 2023 and 2024 was funded with capitalized interest. Includes original issue discount.
[2]Includes amounts to be paid from Assessments related to both series of the Phase #1 Bonds.

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Phase #1 Improvements shown in Table III-C, and the costs associated with setting up the PID allocable to Phase #1, and the bond issuance costs including reserves for the Phase #1 Bonds shown in Table IV-A.2. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Improvement Area #2

The annual projected costs and annual projected indebtedness for Improvement Area #2 Projects 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 #2 Projects

Year	Annual Projected Cost	Annual Projected Indebtedness[2]	Other Funding Sources	Projected Improvement Area #2 Annual Installments
2026 & Prior	$48,498,551	$45,356,000	$3,142,551	$3,360,731
2027	$0	$0	$0	$3,360,344
2028	$0	$0	$0	$3,360,200
2029	$0	$0	$0	$3,360,326
2030	$0	$0	$0	$3,360,624
2031	$0	$0	$0	$3,359,991
2032	$0	$0	$0	$3,359,382
Total	**$48,498,551**	**$45,356,000**	**$3,142,551**	**$23,521,598**

[1]Administrative Expenses in year 2025 were funded with Series 2024 Improvement Area #2 Bond proceeds, and interest on the Series 2024 Improvement Area #2 Bonds for year 2025 was funded with capitalized interest. Includes original issue discount.
[2]Includes amounts to be paid from Assessments related to the Improvement Area #2 Bonds.

The annual projected costs shown in Table IV-E are the annual expenditures relating to the Improvement Area #2 Projects shown in Table III-D, and the costs associated with setting up the PID allocable to Improvement Area #2 and bond issuance costs including reserves related to the Improvement Area #2 Bonds shown in Table IV-B.2. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

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 "PID Assessment Notice" form required by Section 5.014 of the Texas Property Code. The PID Assessment Notice is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed development financing program entails a series of Bond financings and/or obligations under the Reimbursement Agreement that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the issuance of the Series 2023 Phase #1 Bonds in 2023, the Series 2024 Phase #1 Bonds and the Series 2024 Improvement Area #2 Bonds issued in 2024, and the Series 2026 Improvement Area #2 Bonds, currently being issued, subsequent obligations under the Reimbursement Agreement and/or bond financings may be incurred or issued in the future as the subsequent Future Phases are gradually constructed.

The purpose of this gradual 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 costs of the Initial Major Improvements, Additional Major Improvements, Phase #1 Improvements, and Improvement Area #2 Improvements shall be allocated as described below:

1. The costs of the Phase #1 Improvements that only benefit Phase #1 shall be allocated to Phase #1 Assessed Property on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Phase #1 Improvements to Parcels in Phase #1 similarly benefited.

2. The costs of the Improvement Area #2 Projects shall be allocated to Improvement Area #2 Assessed Property on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result

in the imposition of equal shares of the costs of the Improvement Area #2 Projects to Parcels in Improvement Area #2 similarly benefited.

3. The Initial Major Improvements and Additional Major Improvements are proportionally allocated to Phase #1 Assessed Property, Improvement Area #2 Assessed Property, and property in Phases #3A, 3B, 4, and 5 based on estimated Equivalent Units calculated using the average home price for the Phase #1 Assessed Property, Improvement Area #2 Assessed Property, and property in Phases #3A, 3B, 4, and 5. At this time the City has levied Assessments for the costs of the Initial Major Improvements and Additional Major Improvements allocable to Improvement Area #2.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from the direct Authorized Improvements that will benefit each individual Phase Therefore, Parcels have only been assessed for the special benefits conferred upon the Phase #1 Assessed Property and Improvement Area #2 Assessed Property because of the Phase #1 Improvements and Improvement Area #2 Projects, respectively.

In connection with the levy of Assessments against property within a Future Phase and/or the issuance of Phased PID Bonds, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Phase receives from the specific Authorized Improvements funded with those Assessments and/or Phased PID Bonds with respect to that Future Phase. Prior to assessing Parcels located within Future Phases, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within Phase #1 and Improvement Area #2 as a result of the Phase #1 Improvements and Improvement Area #2 Projects, respectively, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Phase #1 Assessed Property and levied on the Improvement Area #2 Assessed Property, respectively, for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Initial Major Improvements, Additional Major Improvements, the Phase #1 Improvements, and 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.

As Future Phases are developed, in connection with the issuance of Phased PID Bonds and/or the incurrence of an obligation under the Reimbursement Agreement this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phase.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A.2 and Table IV-B.2 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 Initial Major Improvements and Additional Major Improvements will provide a special benefit to all property in Phases #1-5 of the PID. Accordingly, the Actual Costs of the Initial Major Improvements and the Budgeted Costs of the Additional Major Improvements must be allocated throughout all Assessed Property in Phases #1-5 of the District. Table V-A summarizes the allocation of Actual Costs of the Initial Major Improvements and Budgeted Costs of the Additional Major Improvements. The Budgeted Costs shown in Table IV-A.2 and Table IV-B.2 are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Phase #1 is projected to contain 435 residential units, Improvement Area #2 is projected to contain 591 residential units, and Phases #3A, 3B, 4, and 5 are projected to contain 644 residential units. As shown in Appendix F, the total projected Equivalent Units for Phase #1 is calculated as 323.08, the total projected Equivalent Units for Improvement Area #2 with respect to the allocation of the Initial Major Improvements and the Additional Major Improvements is calculated as 466.74, and the total projected Equivalent Units for the Phases #3A, 3B, 4, and 5 is calculated as 452.51. Therefore, the total projected Equivalent Units in Phases #1-5 of the PID with respect to the allocation of the Initial Major Improvements and the Additional Major Improvements is calculated to be 1,242.33 (i.e., 323.08 + 466.74 + 452.51 = 1,242.33). As a result, 26.01 percent of the Actual Costs of the Initial Major Improvements and the Budgeted Costs of the Additional Major Improvements (i.e. 323.08 ÷ 1,242.33= 26.01%) are allocated to the Phase #1 Assessed Property, 37.57 percent of the Actual Costs of the Initial Major Improvements and the Budgeted Costs of the Additional Major Improvements (i.e. 466.74 ÷ 1,242.33= 37.57%) are allocated to the Improvement Area #2 Assessed Property, and 36.42 percent of the Actual Costs of the Initial Major Improvements and the Budgeted Costs of the Additional Major Improvements (i.e., 452.51 ÷ 1,242.33= 36.42%) are allocated to the property located in Phases #3A, 3B, 4, and 5. The Phase #1 Bonds, and funds from the Developer funded the Actual Costs of the Phase #1 Improvements. One hundred percent (100%) of the Phase #1 Improvements are allocated to the Phase #1 Assessed Property. The Improvement Area #2 Bonds, and funds from the Developer will fund the Budgeted Costs of the Improvement Area #2 Improvements, as well as a portion of the Initial Major Improvements and Additional Major Improvements allocable to Improvement Area #2. One hundred percent (100%) of the Improvement Area #2 Improvements are allocated to the Improvement Area #2 Assessed Property.

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Table V-A
Allocation of Major Improvement Costs

Authorized Improvement	Initial Major Improvements	Additional Major Improvements
Roadway improvements	$882,753	$0
Water improvements	$1,282,020	$4,637,271
Sanitary sewer improvements	$3,094,457	$0
Storm drainage improvements	$770,832	$0
Open space and park improvements	$0	$2,839,245
Other soft and miscellaneous costs	$184,842	$1,505,230
Total Major Improvements	**$6,214,904**	**$8,981,746**
Phase #1		
Projected total number of Equivalent Units	323.08	323.08
% of total Equivalent Units	26.01%	26.01%
Proportionate Share of Costs	$1,616,238	$2,335,779
Improvement Area #2		
Projected total number of Equivalent Units	466.74	466.74
% of total Equivalent Units	37.57%	37.57%
Proportionate Share of Costs	$2,334,931	$3,374,430
Phases #3A, 3B, 4 and 5		
Projected total number of Equivalent Units	452.51	452.51
% of total Equivalent Units	36.42%	36.42%
Proportionate Share of Costs	$2,263,734	$3,271,537

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 Phase #1 Improvements*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements to be financed with the Phase #1 Bonds shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels within Phase #1 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Phase #1 Improvements, as set forth in Table III-C, the City Council has determined that the benefit to Phase #1 Assessed Property of the Phase #1 Improvements is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel within Phase #1, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. *Assessment Methodology for the Improvement Area #2 Projects*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Improvement Area #2 Projects to be financed with the Improvement Area #2 Bonds and by the Developer under the Improvement Area #2 Reimbursement Agreement Obligation shall be allocated to the Improvement Area #2 Assessed Property by spreading the entire Assessment across the Parcels within Improvement Area #2 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Improvement Area #2 Projects, as set forth in Table III-D, the City Council has determined that the benefit to Improvement Area #2 Assessed Property of the Improvement Area #2 Projects is at least equal to the Assessments levied on the Improvement Area #2 Assessed Property.

Upon subsequent divisions of any Parcel within Improvement Area #2, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #2 is shown on the Improvement Area #2 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 Future Phases

When any given Future Phase is developed, and Phased PID Bonds for that Future Phase are to be issued and/or an obligation is incurred under the Reimbursement Agreement, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Phase.

E. ASSESSMENTS

The Assessments have been levied on each Parcel within Phase #1 and Improvement Area #2 according to the Phase #1 Assessment Roll and Improvement Area #2 Assessment Roll, respectively, attached hereto as Appendix G and Appendix H. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Phase #1 Assessment Roll and Improvement Area #2 Assessment Roll subject to any revisions made during an Annual Service Plan Update. Non-Benefitted Property will not be subject to any Assessments.

See Appendix F for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

G. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for 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 treat 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 under the Reimbursement Agreement 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 PHASE #1

The Assessment and Annual Installments for each Parcel of Phase #1 Assessed Property located within the PID is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from the Phase #1 Assessed Property in an amount sufficient (i) to pay principal and interest on the Phase #1 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 Phase #1 shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN IMPROVEMENT AREA #2

The Assessment and Annual Installments for each Parcel of Improvement Area #2 Assessed Property located within the PID is shown on the Improvement Area #2 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 #2 Assessed Property in an amount sufficient (i) to pay 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 shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE PHASES

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for Improvement Area #3, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

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

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.

If at any time the Assessment per Equivalent Unit on a Parcel within Phase #1 or Improvement Area #2 exceeds the Phase #1 Maximum Assessment Per Unit or Improvement Area #2 Maximum Assessment Per Unit, respectively, calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by

the Administrator by which the Assessment per Equivalent Unit for the Parcel exceeds the Phase #1 Maximum Assessment per Unit or Improvement Area #2 Maximum Assessment per Unit calculated in this Service and Assessment Plan.

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

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 obligation, resulting in excess Bond proceeds being available to redeem Bonds and/or reduce obligations under the Reimbursement Agreement, as the case may be, and such excess proceeds shall be applied to redeem Bonds and/or obligations under the Reimbursement Agreement may be reduced as provided in the Trust Indenture or the terms of the Reimbursement Agreement, then the Assessment securing such series of Bonds and/or obligations under the Reimbursement Agreement for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs 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.

If all the Authorized Improvements are not undertaken, resulting in excess Bonds proceeds being available to redeem Bonds and/or a need to reduce the obligations under the Reimbursement Agreement, and such excess proceeds shall be applied to redeem Bonds and/or reduce obligations under the Reimbursement Agreement, as the case may be, as provided in the 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 the Reimbursement Agreement, including interest on the Bonds (including Additional Interest) and/or interest due under the Reimbursement Agreement and Administrative Expenses. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or repay the obligations under the Reimbursement Agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under the Reimbursement Agreement is equal to the outstanding principal amount of the Bonds and/or Reimbursement Agreement.

G. PAYMENT OF ASSESSMENTS

1. Payment in Full

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.

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.
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.

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. Payment of the Annual Installments shall commence with tax bills mailed after the initial issuance of Bonds. If Assessments secure both a series of Bonds and an obligation under the Reimbursement Agreement, the lien securing the Bonds shall have a senior priority. As such, annual collections shall be applied first to amounts due on the Bonds, including Additional Interest and Administrative Expenses and second to amounts due under the Reimbursement Agreement.

Phase #1

The portion of each Assessment for Phase #1 Assessed Property related to the Series 2023 Phase #1 Bonds shall be paid with interest at the actual interest rate paid on the Series 2023 Phase #1 Bonds (plus Additional Interest). Interest on the Series 2023 Phase #1 Bonds is based on an interest rate of 4.375% per annum for years 1 through 8 (2023-2030) and 5.125% per annum for years 9 through 21 (2031-2043), and Additional Interest at the rate of up to 0.5% for the Additional Interest Reserve. The portion of each Assessment for the Phase #1 Assessed Property related to the Series 2024 Phase #1 Bonds shall be paid with interest at the actual interest rate paid on the Series 2024 Phase #1

Bonds (plus Additional Interest). Interest on the Series 2024 Phase #1 Bonds is based on an interest rate of 4.375% in years 1 through 7 (2025-2031), 5.125% in years 8 through 20 (2032-2044), and 5.375% in years 21 through 30 (2045-2053), and Additional Interest at the rate of up to 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments related to the Phase #1 Bonds may not exceed the amounts shown on the Phase #1 Assessment Roll. The Phase #1 Assessment Roll is shown as Appendix G.

The Annual Installments for the Phase #1 Assessed Property shall be reduced to equal the actual costs of repaying the Phase #1 Bonds 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.

Improvement Area #2

The portion of each Assessment for the Improvement Area #2 Assessed Property related to the Series 2024 Improvement Area #2 Bonds shall be paid with interest at the actual interest rate paid on the Series 2024 Improvement Area #2 Bonds (plus Additional Interest). Interest on the Series 2024 Improvement Area #2 Bonds is based on an interest rate of 4.50% for years 1-7 (2025-2031), 5.125% for years 8-20 (2032-2044), and 5.50% for years 21-30 (2045-2054) and Additional Interest at the rate of up to 0.5% for the Additional Interest Reserve. The portion of each Assessment for the Improvement Area #2 Assessed Property related to the Series 2026 Improvement Area #2 Bonds shall be paid with interest at the actual interest rate paid on the Series 2026 Improvement Area #2 Bonds (plus Additional Interest). Interest on the Series 2026 Improvement Area #2 Bonds is based on an estimated interest rate of 4.74% in years 1 through 28 (2026-2054) and Additional Interest at the rate of up to 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments related to the Improvement Area #2 Bonds may not exceed the amounts shown on the Improvement Area #2 Assessment Roll. The Improvement Area #2 Assessment Roll is shown as Appendix H.

The Annual Installments for the Improvement Area #2 Assessed Property shall be reduced to equal the actual costs of repaying the Improvement Area #2 Bonds 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.

Phase #1

Each Annual Installment, including the interest on the unpaid amount of an Assessment against the Phase #1 Assessed Property, 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 Annual Installments relating to the Assessments for Phase #1 were billed in October 2023.

Improvement Area #2

Each Annual Installment, including the interest on the unpaid amount of an Assessment against the Improvement Area #2 Assessed Property, 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 Annual Installments relating to the Assessments for Improvement Area #2 were billed in October 2025.

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VII. THE ASSESSMENT ROLL

A. PHASE #1 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Phase #1 (based on numerous factors such as the applicable zoning for 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 Phase #1.

The Phase #1 Assessed Property was assessed for the special benefits conferred upon the property resulting from the Phase #1 Improvements. Table VII-B summarizes the $25,464,206 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Improvements, the costs of the PID formation allocable to Phase #1, and the Series 2023 Phase #1 Bond issuance costs. The par amount of the Phase #1 Bonds is collectively $22,259,000, which is less than the benefit received by the Phase #1 Assessed Property from the Phase #1 Improvements, the costs of the PID formation allocable to Phase #1, and the Phase #1 Bond issuance costs. Accordingly, the total Assessment to be applied to all the Phase #1 Assessed Property is $22,259,000 plus interest, Additional Interest (as applicable), and annual Administrative Expenses. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V.C. The Phase #1 Assessment Roll is attached hereto as Appendix G.

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Table VII-A
Phase #1
Special Benefit Summary

Special Benefit	Total Cost
Phase #1 Improvements[1]	$21,086,602
Series 2023 Phase #1 Bond Costs of Issuance:	
Costs of issuance	$780,000
Capitalized interest	$1,092,123
Reserve fund	$1,121,465
Administrative Expense	$50,000
Underwriter's discount	$477,690
Subtotal Series 2023 Phase #1 Bond Costs of Issuance	*$3,521,278*
Original Issue Discount related to the Series 2023 Phase #1 Bonds	$55,456
Series 2024 Phase #1 Bond Costs of Issuance:	
Costs of issuance	$376,000
Reserve fund	$223,534
Administrative Expense	$0
Underwriter's discount	$190,080
Subtotal Series 2024 Phase #1 Bond Costs of Issuance	*$789,614*
Original Issue Discount related to the Series 2024 Phase #1 Bonds	*$11,257*
Total Special Benefit	**$25,464,206**
Special Benefit:	
Total Special Benefit	$25,464,206
Projected Assessment	$22,259,000
Excess Benefit	**$3,205,206**

[1]See Table III-C for details.

B. IMPROVEMENT AREA #2 ASSESSMENT ROLL

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 the Improvement Area #2.

The Improvement Area #2 Assessed Property was assessed for the special benefits conferred upon the property resulting from the Improvement Area #2 Projects. Table VII-B summarizes the $47,305,201 in special benefit received by the Improvement Area #2 Assessed Property from the Improvement Area #2 Projects, the costs of the PID formation allocable to Improvement Area #2, and the Series 2024 Improvement Area #2 Bond issuance costs at the time the Assessments were levied for Improvement Area #2. The original par amount of the Series 2024 Improvement Area #2 Bonds and the original amount of the Improvement Area #2 Reimbursement Agreement Obligation

due was collectively $45,356,000, which is less than the benefit received by the Improvement Area #2 Assessed Property from the Improvement Area #2 Projects, the costs of the PID formation allocable to Improvement Area #2, and the Series 2024 Improvement Area #2 Bond issuance costs at the time the Assessments were levied for Improvement Area #2. Accordingly, the total Assessment to be applied to all the Improvement Area #2 Assessed Property was $45,356,000 plus interest, Additional Interest (as applicable), and annual Administrative Expenses. The Assessment for each Improvement Area #2 Assessed Property is calculated based on the allocation methodologies described in Section V.C. The Improvement Area #2 Assessment Roll is attached hereto as Appendix H.

Table VII-B
Improvement Area #2
Special Benefit Summary

Special Benefit	Total Cost
Improvement Area #2 Projects[1]	$40,096,224
Series 2024 IA #2 Bond Costs of Issuance:	
Costs of issuance	$1,685,000
Capitalized interest	$1,458,628
Reserve fund	$2,727,175
Administrative Expense	$60,000
Underwriter's discount	$1,147,680
Subtotal Series 2024 IA #2 Bond Costs of Issuance	*$7,078,483*
Original Issue Discount related to the Series 2024 IA #2 Bonds	*$130,494*
Total Special Benefit	**$47,305,201**
Special Benefit:	
Total Special Benefit	$47,305,201
Projected Assessment	$45,356,000
Excess Benefit	**$1,949,201**

[1]See Table III-D for details.

C. Future Phases Assessment Rolls

As Future Phases are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Phases (e.g. an appendix will be added as the Assessment Roll for Future Phases).

D. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phase #1 Assessment Roll and Improvement Area #2 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.F of this Service and Assessment Plan.

This update shall reflect the actual interest on the Bonds and/or due under the 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.

All tables included in this Service and Assessment Plan may be rounded to the nearest whole dollar.

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. Filing and Posting of Service and Assessment Plan

Within seven days of its approval by the City Council, the City shall (i) file and record this Service and Assessment Plan in the real property records of the County and (ii) post a copy of this Service and Assessment Plan on the City's internet website. In addition, the City shall similarly file and post each Annual Service Plan Update approved by the City Council, with each such filing and posting to occur within seven days of the date each respective Annual Service Plan Update is approved. All such documents shall be posted, filed, and recorded in the entirety.

E. 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.

F. 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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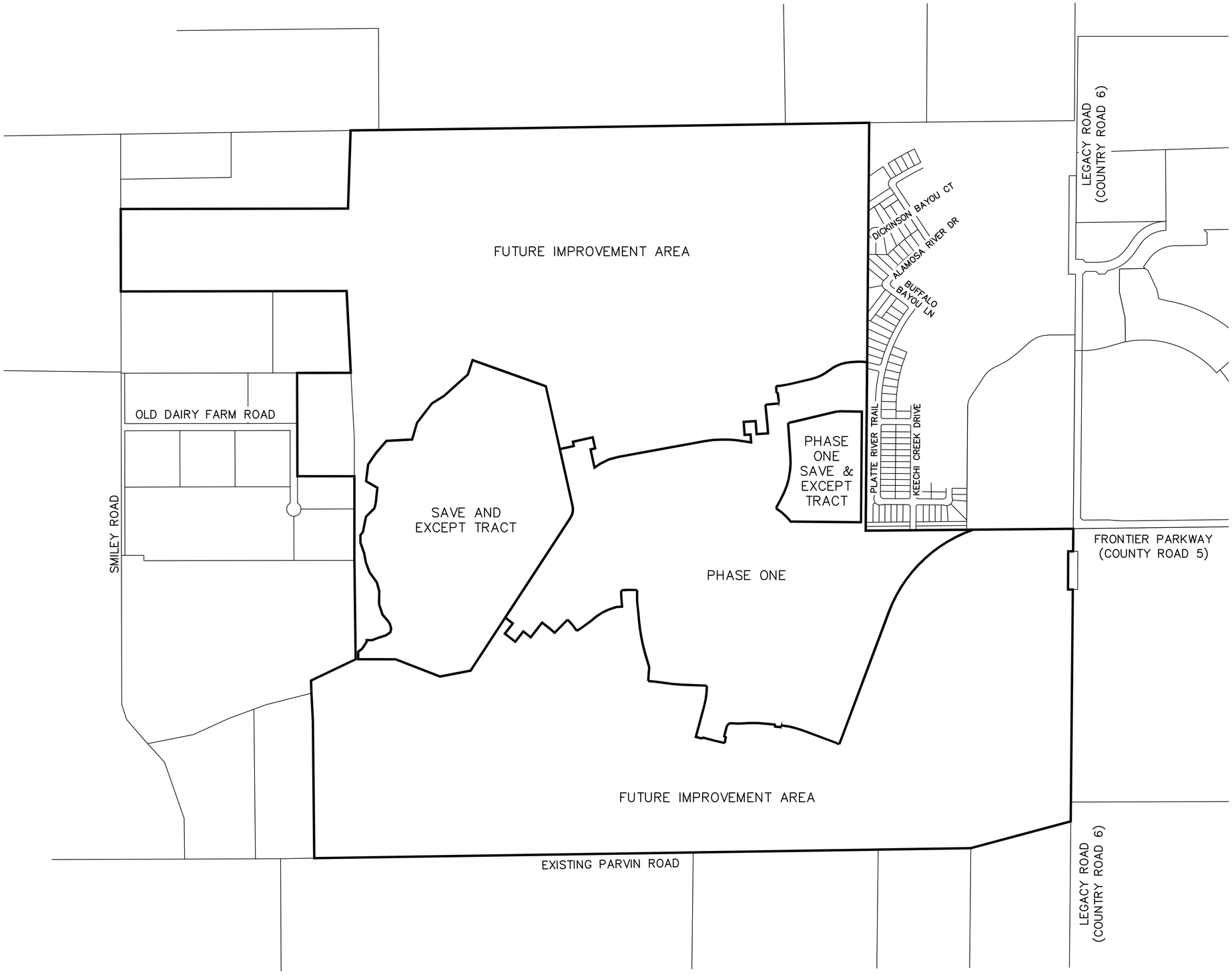
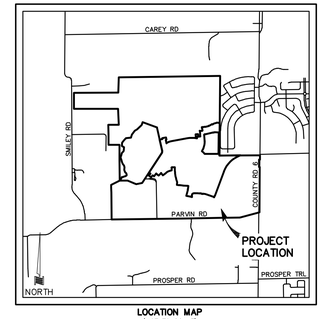
APPENDIX A
PID MAP





LOCATION MAP
(NOT TO SCALE)

DOWDEY, ANDERSON & ASSOCIATES, INC.

P.I.D. EXHIBIT						
MOSAIC						
CITY OF CELINA						
DENTON COUNTY, TEXAS						
DOWDEY, ANDERSON & ASSOCIATES, INC. 5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694 STATE REGISTRATION NUMBER: F-399						
DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
DAA	DAA	DAA	2022-03-25	N.T.S.	04051T	1 / 1

PLATE NO.:

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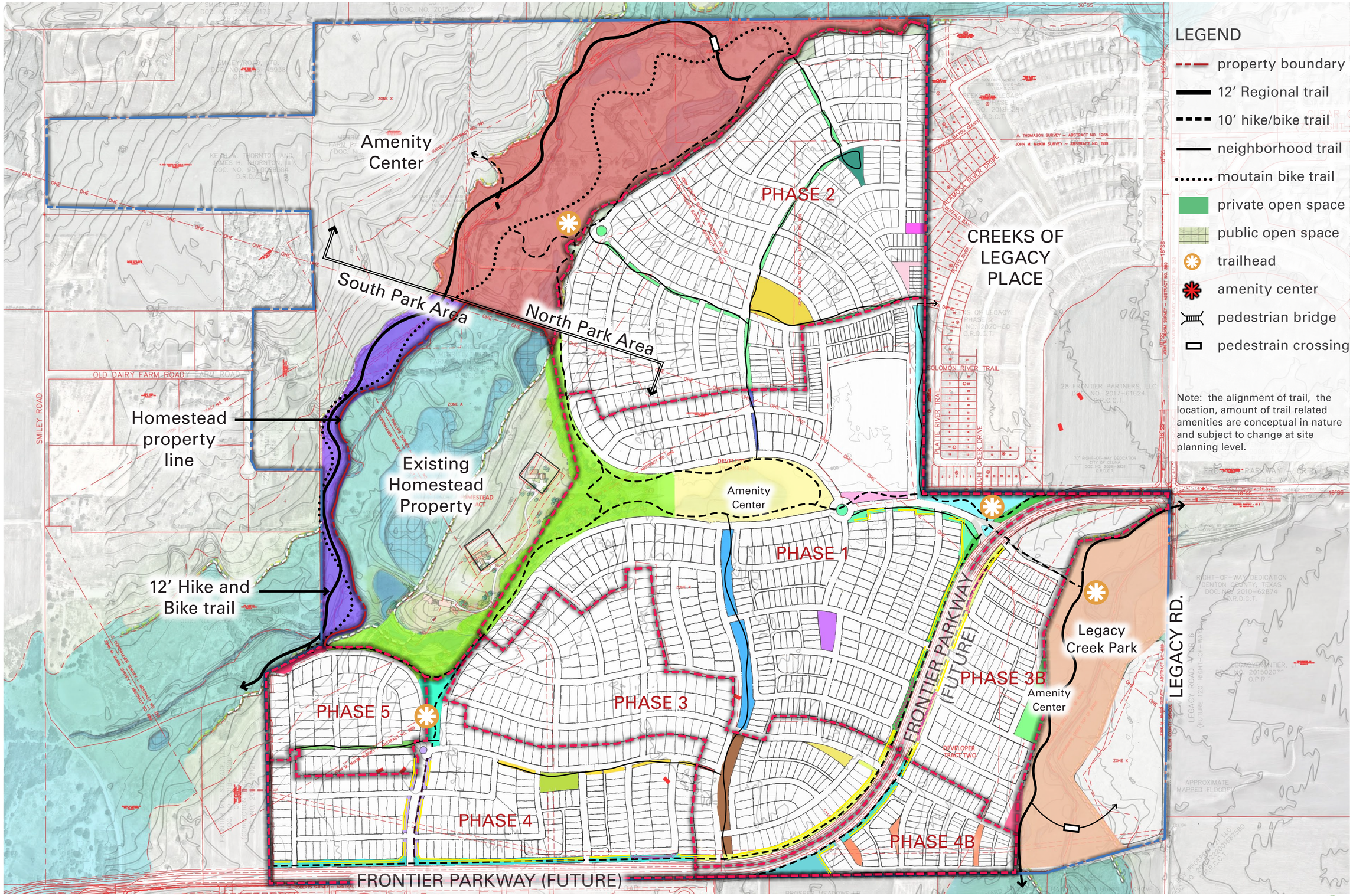


TBG

Mosaic

Conceptual Open Space Plan

(Augest, 2021 Draft, subject to change without notice)

0 150' 300' 600'

TELLUS GROUP

Mosaic Phase 2 Product Summary					
Lot Type	Lot Size	Ph2-A	Ph2-B	Ph2-C	TOTAL
1	70' x 130'	17	11	32	60
2	60' x 130'	58	56	0	114
3	50' x 130'	30	44	67	141
4	40' x 130'	30	0	69	99
5	25' x 90'	23	0	24	47
TOTAL		158	111	192	461

Mosaic Phase 3-C Product Summary		
Lot Type	Lot Size	Phase 3-C
1	70' x 130'	62
2	60' x 130'	68
3	50' x 130'	0
4	40' x 130'	0
5	25' x 90'	0
TOTAL		130

Improvement Area #2

Celina, Texas 08/07/24

All lot counts based on TBG preliminary layout and subject to change with final engineering layout.

MOSAIC

TELLUS GROUP

TBG

0 100' 200' 400'

TBG
2001 Bryan St.
Suite 1450
Dallas, Texas 75201

[214] 744 0757
tbgpartners.com

APPENDIX B
BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS

MOSAIC

City of Celina, Denton County, Texas
Plat/Land Plan 7/15/2022

Total Lots: 1,680 *Total Acres:* 433.2
Prepared: 01/13/23 *Revised:*

Opinion of Probable Cost Summary

CATEGORY	PHASE 1	PHASE 2	PHASE 3	PHASE 3B	PHASE 4	PHASE 4B	PHASE 5	PHASE 6 (NW TRACT)	PHASE 7 (COMM. & MF)	TOTAL
Direct Public Improvements										
1 Clearing/Excavation	$ 282,697	$ 976,695	$ 476,970	$ 135,983	$ 244,101	$ 84,649	$ 86,167	$ 539,140	$ -	$ 2,826,403
2 Water	$ 2,501,791	$ 2,167,604	$ 1,446,399	$ 817,384	$ 1,379,540	$ 544,292	$ 556,985	$ 2,219,013	$ -	$ 11,633,008
3 Sewer	$ 2,265,405	$ 2,500,956	$ 1,190,590	$ 863,332	$ 1,144,088	$ 445,333	$ 403,330	$ 2,077,358	$ -	$ 10,890,392
4 Storm Drainage	$ 4,902,675	$ 2,430,998	$ 2,249,357	$ 1,750,830	$ 2,032,480	$ 562,321	$ 507,830	$ 3,402,887	$ -	$ 17,839,378
5 Roadways	$ 7,652,089	$ 5,593,765	$ 2,627,280	$ 1,794,378	$ 2,608,523	$ 1,206,791	$ 1,058,134	$ 5,313,226	$ -	$ 27,854,186
6 Retaining Walls	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7 Erosion Control/SWPPP	$ 5,470	$ 121,100	$ 72,225	$ 45,680	$ 63,477	$ 40,183	$ 36,154	$ 90,582	$ -	$ 474,871
8 Landscape/Amenities (DA/SC Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9 Landscape/Amenities (Non-DA/SC Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10 Franchise Utilities	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11 Miscellaneous	$ 1,358,583	$ 902,450	$ 482,459	$ 317,588	$ 475,439	$ 199,833	$ 349,795	$ 963,163	$ -	$ 5,049,310
Hard Cost Subtotal	**$ 18,968,710**	**$ 14,693,568**	**$ 8,545,280**	**$ 5,725,175**	**$ 7,947,648**	**$ 3,083,402**	**$ 2,998,395**	**$ 14,605,370**	**$ -**	**$ 76,567,548**
12 Engineering/Surveying	$ 1,408,810	$ 1,175,485	$ 683,622	$ 458,014	$ 635,812	$ 246,672	$ 239,872	$ 1,168,430	$ -	$ 6,016,717
13 Landscape Design (DA/SC Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
14 Landscape Design (Non-DA/SC Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
15 Inflation @ *2.5%*		$ 396,726	$ 236,491	$ 162,405	$ 231,086	$ 89,653	$ 89,361	$ 446,165	$ -	$ 1,651,888
16 Hard & Soft Contingency	$ 1,138,123	$ 1,469,357	$ 854,528	$ 572,518	$ 794,765	$ 308,340	$ 299,840	$ 1,621,997	$ -	$ 7,059,466
17 **Soft Cost Subtotal**	**$ 2,546,933**	**$ 3,041,569**	**$ 1,774,641**	**$ 1,192,937**	**$ 1,661,663**	**$ 644,665**	**$ 629,072**	**$ 3,236,591**	**$ -**	**$ 14,728,071**
TOTAL DIRECT COSTS	**$ 21,515,642**	**$ 17,735,137**	**$ 10,319,921**	**$ 6,918,112**	**$ 9,609,311**	**$ 3,728,067**	**$ 3,627,467**	**$ 17,841,962**	**$ -**	**$ 91,295,619**
Major Improvements (Benefit to All)										
1 Clearing/Excavation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2 Water	$ 1,427,248	$ 90,000	$ 45,000	$ 28,000	$ 48,000	$ 20,000	$ 15,000	$ 394,408	$ 188,240	$ 2,255,897
3 Sewer	$ 3,127,932	$ 28,000	$ 14,000	$ 9,000	$ 15,000	$ 6,000	$ 5,000	$ 755,448	$ 360,555	$ 4,320,935
4 Storm Drainage	$ 779,169	$ 100,000	$ 155,000	$ 100,000	$ 165,000	$ 67,000	$ 51,000	$ 334,047	$ 159,432	$ 1,910,648
5 Roadways	$ 891,594	$ 1,039,000	$ -	$ -	$ -	$ -	$ 6,061,215			$ 7,991,809
6 Retaining Walls	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7 Erosion Control/SWPPP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8 Landscape/Amenities (DA/SC Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9 Landscape/Amenities (Non-DA/SC Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
10 Franchise Utilities	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11 Miscellaneous	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Hard Cost Subtotal	**$ 6,225,943**	**$ 1,257,000**	**$ 214,000**	**$ 137,000**	**$ 228,000**	**$ 93,000**	**$ 6,132,215**	**$ 1,483,904**	**$ 708,227**	**$ 16,479,288**
12 Engineering/Surveying	$ 498,075	$ 100,560	$ 17,120	$ 10,960	$ 18,240	$ 7,440	$ 490,577	$ 118,712	$ 56,658	$ 1,318,343
13 Landscape Design (DA/SC Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
14 Landscape Design (Non-DA/SC Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
15 PID Formation & Issuance Costs	$ 57,616	$ 61,457	$ 30,861	$ 18,543	$ 31,258	$ 12,980	$ 9,801	$ 52,450	$ 52,450	$ 327,417
16 Inflation @ *2.5%*	$ -	$ 35,475	$ 6,713	$ 4,373	$ 7,471	$ 3,054	$ 183,029	$ 46,814	$ -	$ 286,929
16 Hard & Soft Contingency	$ 373,557	$ 125,700	$ 21,400	$ 13,700	$ 22,800	$ 9,300	$ 613,222	$ 170,188	$ 81,734	$ 1,431,600
17 **Soft Cost Subtotal**	**$ 929,248**	**$ 323,192**	**$ 76,094**	**$ 47,576**	**$ 79,769**	**$ 32,774**	**$ 1,296,629**	**$ 388,165**	**$ 190,842**	**$ 3,364,289**
TOTAL MAJOR COSTS	**$ 7,155,191**	**$ 1,580,192**	**$ 290,094**	**$ 184,576**	**$ 307,769**	**$ 125,774**	**$ 7,428,844**	**$ 1,872,068**	**$ 899,069**	**$ 19,843,577**
	$ 7,188,639									
Private Improvements										
1 Clearing/Excavation	$ 2,962,495	$ 2,147,734	$ 1,035,767	$ 591,600	$ 1,180,845	$ 574,934	$ 419,450	$ 2,100,880	$ 1,002,693	$ 12,016,398
2 Water	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3 Sewer	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4 Storm Drainage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5 Roadways	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6 Retaining Walls	$ -	$ 232,000	$ 116,500	$ 70,000	$ 118,000	$ 49,000	$ 37,000	$ 146,732	$ 70,031	$ 839,263
7 Erosion Control/SWPPP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8 Landscape/Amenities (DA/SC Req.)	$ 7,401,743	$ 1,571,977	$ 5,930,669	$ -	$ 3,057,376	$ -	$ 857,906			$ 18,819,670
9 Landscape/Amenities (Non-DA/SC Req.)	$ 8,735,082	$ 1,578,167	$ 464,608	$ -	$ 56,750	$ -	$ 14,000	$ 2,557,171	$ 1,220,468	$ 14,626,246
10 Franchise Utilities	$ 2,284,170	$ 846,700	$ 981,330	$ 241,400	$ 909,470	$ 160,090	$ 164,770	$ 1,317,155	$ 628,642	$ 7,533,727
11 Miscellaneous	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Hard Cost Subtotal	**$ 21,383,489**	**$ 6,376,578**	**$ 8,528,874**	**$ 903,000**	**$ 5,322,441**	**$ 784,024**	**$ 1,493,126**	**$ 6,121,939**	**$ 2,921,834**	**$ 53,835,304**
12 Engineering/Surveying (Non-DA/SC Req.)	$ 237,000	$ 258,115	$ 682,310	$ 72,240	$ 425,795	$ 62,722	$ 119,450	$ 285,181	$ 136,109	$ 2,278,922
13 Landscape Design (DA/SC Req.)	$ 777,183	$ 165,058	$ 622,720	$ -	$ 321,024	$ -	$ 90,080	$ 268,503	$ 128,149	$ 2,372,718
14 Landscape Design (Non-DA/SC Req.)	$ 917,184	$ 165,707	$ 48,784	$ -	$ 5,959	$ -	$ 1,470	$ 138,301	$ 66,007	$ 1,343,412
15 Inflation @ *2.5%*		$ 174,136	$ 253,244	$ 25,615	$ 163,559	$ 22,796	$ 47,026	$ 181,227	$ 185,757	$ 1,053,361
16 Contingency	$ 1,283,009	$ 637,658	$ 852,887	$ 90,300	$ 532,244	$ 78,402	$ 149,313	$ 612,194	$ 292,183	$ 4,528,191
17 **Soft Cost Subtotal**	**$ 3,214,376**	**$ 1,400,674**	**$ 2,459,945**	**$ 188,155**	**$ 1,448,581**	**$ 163,921**	**$ 407,339**	**$ 1,485,406**	**$ 808,207**	**$ 11,576,603**
TOTAL PRIVATE COSTS	**$ 24,597,865**	**$ 7,777,251**	**$ 10,988,819**	**$ 1,091,155**	**$ 6,771,022**	**$ 947,945**	**$ 1,900,464**	**$ 7,607,345**	**$ 3,730,041**	**$ 65,411,908**
TOTAL PID ELIGIBLE COSTS	**$ 28,670,833**	**$ 19,315,329**	**$ 10,610,015**	**$ 7,102,688**	**$ 9,917,080**	**$ 3,853,841**	**$ 11,056,311**	**$ 19,714,030**	**$ 899,069**	**$ 111,139,196**
GRAND TOTAL	**$ 53,268,698**	**$ 27,092,580**	**$ 21,598,834**	**$ 8,193,844**	**$ 16,688,103**	**$ 4,801,785**	**$ 12,956,775**	**$ 27,321,375**	**$ 4,629,110**	**$ 176,551,104**
TOWNHOME	68	51	-	40	-	51	-	-		210
40' LOT	86	97	69	22	35	47	-	60		416
50' LOT	110	138	31	78	108	-	-	120		585
60' LOT	109	119	93	-	93	-	74	140		628
70' LOT	62	59	40	-	-	-	-	76		237
MF Units (300MF/137SFE)									137	137
5.6 AC of Commercial / 52 SFE									52	52
TOTAL	435	464	233	140	236	98	74	396	189	2,265
Cost per Lot	$ 122,457	$ 58,389	$ 92,699	$ 58,527	$ 70,712	$ 48,998	$ 175,092	$ 68,993	$ 24,493	$ 77,948
Totals w/o PID Formation or Inflation	$ 53,211,082	$ 26,424,785	$ 21,071,526	$ 7,982,907	$ 16,254,729	$ 4,673,302	$ 12,627,558			
Eng. Sheet Totals	$ 53,211,082	$ 26,424,785	$ 21,071,526	$ 7,982,907	$ 16,254,729	$ 4,673,302	$ 12,627,558			
Difference	$ -	$ -	$ -	$ -	$ -	$ -	$ -			

Notes:

1. The costs shown are preliminary and are not based on final contstruction contracts. Such costs are subject to change based on market conditions.

2. The lot counts and lot mix for Phases 2 through 6 are preliminary based on the current master plan and are subject to change as development progresses.

3. Contingency is for the unexpected costs that may arise during design and /or construction including, but not limited to, price increases, minor changes in scope, unforseen items, etc.

4. NW Tract is 107.89 AC in size and an estimated 396 units at 3.67 per AC (Developer tract is approximately 3.67 units per acre on 433.979AC)

MOSAIC, PHASE 1

City of Celina, Denton County, Texas

Plat/Land Plan 7/15/2022

Total Lots: ***435*** *Total Acres:* ***151.5***

Prepared: ***01/13/23*** *Revised:*

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre	Major	Direct	Private
EXCAVATION	$3,245,192	$7,460	$21,418	$0	$282,697	$2,962,495
WATER	$3,929,039	$9,032	$25,932	$1,427,248	$2,501,791	$0
SANITARY SEWER	$5,393,336	$12,398	$35,596	$3,127,932	$2,265,405	$0
STORM SEWER	$5,681,844	$13,062	$37,500	$779,169	$4,902,675	$0
PAVING	$8,543,683	$19,641	$56,388	$891,594	$7,652,089	$0
RETAINING WALLS	$0	$0	$0	$0	$0	$0
EROSION CONTROL	$5,470	$13	$36	$0	$5,470	$0
DEV. AGMT. AMENITY IMPROVEMENTS	$16,136,824	$37,096	$106,503	$0	$0	$7,401,743
NON-DEV. AGMT. AMENITY IMPROVEMENTS				$0	$0	$8,735,082
FRANCHISE UTILITY IMPROVEMENTS	$2,284,170	$5,251	$15,076	$0	$0	$2,284,170
CITY FEES & MISCELLANEOUS CONSULTANTS	$1,358,583	$3,123	$8,967	$0	$1,358,583	$0
HARD COST SUB-TOTAL	$46,578,142	$107,076	$307,416	$6,225,943	$18,968,710	$21,383,489
ENGINEERING/SURVEYING 8%	$2,143,885	$4,928	$14,150	$498,075	$1,408,810	$237,000
DEV. AGMT. AMENITY IMPROVEMENT DESIGN 10.5%	$777,183	$1,787	$5,129	$0	$0	$777,183
NON-DEV. AGMT. AMENITY IMPROVEMENT DESIG 10.5%	$917,184	$2,108	$6,053	$0	$0	$917,184
CONTINGENCY 6%	$2,794,689	$6,425	$18,445	$373,557	$1,138,123	$1,283,009
TOTAL	**$53,211,082**	**$122,324**	**$351,193**	**$7,097,575**	**$21,515,642**	**$24,597,865**

EXCLUDES:

- COST FOR AMENITY CENTER, TRAILS, LANDSCAPE / IRRIGATION, PERIMETER SITE IMPROVEMENTS, TELEPHONE OR CABLE FEES, CONSTRUCTION MANAGEMENT, ENVIRONMENTAL REPORTS, ROCK EXCAVATION, TREE MITIGATION OR RELOCATION, FRANCHISE RELOCATION, MOISTURE CONDITIONING/WATER INJECTION, UNLESS NOTED
- PREPARED WITHOUT THE BENEFIT OF A BOUNDARY SURVEY, TOPOGRAPHIC SURVEY, CITY REVIEW OF ENGINEERING DOCUMENTS
- PREPARED WITHOUT THE BENEFIT OF A FLOOD STUDY
- DOES NOT INCLUDE COST FOR OFF-SITE EASEMENT

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

3) THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.

4) THIS OPINION OF PROBABLE COST IS ASSOCIATED WITH THE SPECIFIC LAND PLAN SHOWN AT THE TOP OF THIS PAGE. THE SCOPE OF ANY FUTURE LAND PLAN REVISIONS WILL HAVE A DIRECT BEARING ON THE DEVELOPMENT COST.

Opinion of Probable Cost 199,667 178100

MOSAIC, PHASE 1 **99,833.3**

City of Celina, Denton County, Texas

Plat/Land Plan 7/15/2022

Total Lots: ***435*** *Total Acres:* ***151.515152***

Prepared: ***01/13/23*** *Revised:* ***0***

EXCAVATION	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)	MAJOR	DIRECT	PRIVATE
DEMOLISH EXISTING STRUCTURES/PAVING	$ 2.25	SF.	0	$ -		$ -	
CLEARING & GRUBBING (VARIES SITE TO SITE)	$ 2,000.00	AC.	151.5	$ 303,031			
CONSTRUCTION ENTRANCE	$ 2,500.00	EA.	1	$ 2,500			
STREET & RIGHT-OF-WAY EXCAVATION	$ 10,000.00	EA.	32,331	$ 323,311,112			
UN-CLASSIFIED EXCAVATION	$ 10,000.00	EA.	167,336	$ 1,673,355,556			
HOMESTEAD POND EXCAVATION	$ 0.35	SY.	95,368	$ 33,379			
FINE GRADING BERMS	$ 1.50	CY.	53,000	$ 79,500			
LOT BENCHING (Final/Finish)	$ 200.00	LT.	435	$ 87,000			

LOT BENCHING (Initial/Rough)	$ 200.00	LT.	435	$ 87,000				
MOISTURE CONDITIONING - PADS (5')	$ 200.00	LT.	143.55	$ 28,710				
MOISTURE CONDITIONING - PADS (5')	$ 200.00	LT.	143.55	$ 28,710				
POLY PADS	$ 475.00	LT.	435	$ 206,625				
TOTAL				**$ 3,245,192**	**$ -**	**$ 282,697**	**$ 2,962,495**	
Updated with Actual contract , COs 1,2 and pro-rata of 3								

WATER	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)	MAJOR	DIRECT	PRIVATE
Phase 1A		TN.	-	$ 2,247,155	$ 783,421.88	$ 1,463,733	
Phase 1B		TN.	-	$ 575,662	$ -	$ 575,662	
Phase 1C		TN.	-	$ 1,106,222	$ 643,825.86	$ 462,396	
12" GATE VALVE & BOX	#N/A	#N/A	-			$ -	
CONNECT TO EXISTING WATERLINE	$ 40.00	LF.	0	$ -		$ -	
FIRE HYDRANT W/ VALVE	$ 40.00	LF.	-	$ -		$ -	
1" SINGLE WATER SERVICE	#N/A	#N/A	0			$ -	
2" SINGLE WATER SERVICE	$ 6,500.00	EA.	0	$ -		$ -	
2-4" SLEEVES	$ 6,500.00	EA.	0	$ -		$ -	
2000 PSI CONCRETE ENCASEMENT	$ 6,500.00	EA.	0	$ -		$ -	
MISCELLANEOUS FITTINGS	$ 9,950.00	TN.	0.0	$ -		$ -	
TESTING & CHLORINATION	$ 2.00	LF.	-	$ -		$ -	
TRENCH SAFETY	$ 0.10	LF.	-	$ -		$ -	
MAINTENANCE BOND	1.1%	LF.	$ 3,929,039			$ -	
MF TRACT WATER LOOP			$ 1	$ -	$ -		
TOTAL				**$ 3,929,039**	**$ 1,427,248**	**$ 2,501,791**	**$ -**
Updated with Actual contract ***01/08/00***							

SANITARY SEWER	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)	MAJOR	DIRECT	PRIVATE
Phase 1A	$ 16.00	LF.	-	$ 4,226,817	$ 3,127,931.57	$ 1,098,885	$ -
Phase 1B	$ 16.00	LF.	-	$ 327,422	$ -	$ 327,422	
Phase 1C	$ 16.00	LF.	-	$ 839,098	$ -	$ 839,098	
5' DIAMETER MANHOLE	$ 8,200.00	EA.	-	$ -		$ -	
CONNECT TO EXISTING MANHOLE	$ 50.00	LF.	0	$ -		$ -	
4" SERVICE LINES	$ 6,500.00	EA.	0	$ -		$ -	
2000 PSI CONCRETE ENCASEMENT	$ 283.00	LF.	0	$ -		$ -	
TESTING & T.V. INSPECTION	$ 3.65	LF.	-	$ -		$ -	
TRENCH SAFETY	$ 0.10	LF.	-	$ -		$ -	
MAINTENANCE BOND	1.1%	LF.	$ 5,393,336			$ -	
MF TRACT SANITARY SEWER			-	$ -	$ -		
TOTAL				**$ 5,393,336**	**$ 3,127,932**	**$ 2,265,405**	**$ -**
Updated with Actual contract							

STORM SEWER	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)	MAJOR	DIRECT	PRIVATE
Phase 1A	$ 75,000.00	LS.	-	$ 2,827,694	$ 779,169.42	$ 2,048,525	$ -
Phase 1B	$ 75,000.00	LS.	0	$ 1,281,087	$ -	$ 1,281,087	$ -
Phase 1C	$ 5,500.00	EA.	0	$ 1,573,063	$ -	$ 1,573,063	$ -
18" R.C.P. *(Reinforced Concrete Pipe)*	$ 9,500.00	EA.	-	$ -	$ -	$ -	
21" R.C.P.	$ 9,500.00	EA.	-	$ -	$ -	$ -	
24" R.C.P.	$ 9,500.00	EA.	-	$ -	$ -	$ -	
27" R.C.P.	$ 3,300.00	EA.	-	$ -	$ -	$ -	
30" R.C.P.	$ 3,400.00	EA.	-	$ -	$ -	$ -	
36" R.C.P.	$ 3,500.00	EA.	-	$ -		$ -	
42" R.C.P.	$ 3,650.00	EA.	-	$ -		$ -	
48" R.C.P.	$ 4,250.00	EA.	-	$ -		$ -	
4' X 4' R.C.B	$ 325.00	LF.	-	$ -		$ -	
5' X 4' R.C.B	$ 360.00	LF.	-	$ -		$ -	
6' X 4' R.C.B	$ 6,400.00	EA.	-	$ -		$ -	
7' X 4' R.C.B	$ 460.00	0	-	$ -		$ -	
8' X 4' R.C.B	$ 525.00	LF.	-	$ -		$ -	
7' X 5' R.C.B	$ 490.00	LF.	-	$ -		$ -	
8' X 5' R.C.B	$ 525.00	LF.	-	$ -		$ -	
2 ~ 6' X 5' R.C.B	$ 800.00	LF.	-	$ -		$ -	
21" TYPE "B" PRE-CAST HEADWALL	$ 9,500.00	EA.	-	$ -		$ -	
30" TYPE "B" PRE-CAST HEADWALL	$ 3,500.00	EA.	0	$ -		$ -	
36" TYPE "B" PRE-CAST HEADWALL	$ 3,650.00	EA.	0	$ -		$ -	
42" TYPE "B" PRE-CAST HEADWALL	$ 4,250.00	EA.	0	$ -		$ -	
4' X 4' R.C.B HEADWALL	$ 8,000.00	EA.	0	$ -		$ -	
8' X 4' R.C.B HEADWALL	$ 9,000.00	EA.	0	$ -		$ -	
6' X 5' R.C.B HEADWALL	$ -	EA.	0	$ -		$ -	
8' X 5' R.C.B HEADWALL	$ 9,000.00	EA.	0	$ -		$ -	
2 ~ 6' X 5' R.C.B. HEADWALL	$ 15,000.00	EA.	0	$ -		$ -	
STORM SEWER MANHOLE	$ 10.00	SF.	0	$ -		$ -	
POND OUTLET STRUCTURE	$ 15,000.00	EA.	0	$ -		$ -	
INLET STRUCTURE ON EXISTING POND	$ 15,000.00	EA.	0	$ -		$ -	
TEMP. DETENTION POND & OUTLET STRUCTURE	$ 20,000.00	EA.	0	$ -		$ -	
TESTING & T.V. INSPECTION	$ 2.75	LF.	-	$ -		$ -	
TRENCH SAFETY	$ 0.10	LF.	-	$ -		$ -	
4' X 4' "Y" INLET PARVIN	$ 3,650.00	EA.	-	$ -		$ -	
10' INLET RECESSED PARVIN	#N/A	#N/A	0			$ -	
21" R.C.P. PARVIN	$ 9,500.00	EA.	-	$ -		$ -	
27" R.C.P. PARVIN	$ 3,300.00	EA.	-	$ -		$ -	
36" R.C.P. PARVIN	$ 3,500.00	EA.	-	$ -		$ -	
42" R.C.P. PARVIN	$ 3,650.00	EA.	-	$ -		$ -	
5' X 5' R.C.B PARVIN	$ 400.00	LF.	-	$ -		$ -	
6' X 5' R.C.B PARVIN	$ 460.00	LF.	-	$ -		$ -	
42" TYPE "B" PRE-CAST HEADWALL PARVIN	$ 4,250.00	EA.	0	$ -		$ -	
6' X 5' R.C.B HEADWALL PARVIN	$ -	EA.	0	$ -		$ -	
GRADE TO DRAIN PARVIN	$ 75,000.00	LS.	0	$ -		$ -	
TESTING & T.V. INSPECTION PARVIN	$ 2.75	LF.	-	$ -		$ -	
TRENCH SAFETY PARVIN	$ 0.10	LF.	-	$ -		$ -	
MISCELLANEOUS ITEMS	1%	LS.	$ -	$ -		$ -	
MAINTENANCE BOND	1.1%	LS.	$ 5,681,844			$ -	
LEGACY DRIVE DRAINAG (Frontier to Parvin)			1	$ -	$ -		
PARVIN ROAD DRAINAGE (Legacy to Creek)			1	$ -	$ -		

TOTAL				$ 5,681,844	$ 779,169	$ 4,902,675	$ -

Updated with Actual contract

PAVING	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)	MAJOR	DIRECT	PRIVATE
PHASE 1A				$ 4,719,504.85	$ 891,594	$ 3,827,911	$ -
PHASE 1B				$ 1,337,037.90	$ -	$ 1,337,038	$ -
PHASE 1C				$ 2,487,140.20	$ -	$ 2,487,140	$ -
6" REINF. CONCRETE STREET PAVEMENT	$ 52.00	SY.	83,209			$ -	
8" REINF. CONCRETE STREET PAVEMENT PARVIN ROAD	$ 85.00	SY.	9,800			$ -	
6" REINF. CONCRETE ALLEY PAVEMENT	$ 62.00	SY.	7,158			$ -	
TEMPORARY TURN AROUND	$ 52.00	SY.	660			$ -	
6" LIME TREATED SUBGRADE	$ 4.00	SY.	105,049			$ -	
8" LIME TREATED SUBGRADE PARVIN ROAD	$ 5.25	SY.	11,200			$ -	
HYDRATED LIME	$ 210.00	TN.	2160			$ -	
MOISTURE CONDITIONING - 7' DEPTH PARVIN ROAD	$ 4.00	SY.	11200			$ -	
MOISTURE CONDITIONING - 7' DEPTH INTERNAL	$ 4.00	SY.	105049			$ -	
PAVEMENT HEADER & BARRICADE	$ 1,305.00	EA.	15			$ -	
CONNECT TO EXISTING	$ 500.00	SY.	1			$ -	
ROUNDABOUT - MINI	$ 50,000.00	SY.				$ -	
ROUNDABOUT - SINGLE	$ 75,000.00	SY.	1			$ -	
SIDEWALK 5 FT DEVELOPER	$ 37.50	LF.	6240			$ -	
BARRIER FREE RAMPS	$ 2,700.00	SY.	90			$ -	
DETECTABLE WARNING SURFACE	$ 500.00	SY.	38			$ -	
STREET NAME BLADES	$ 300.00	EA.	94			$ -	
TRAFFIC SIGNS	$ 400.00	%	45			$ -	
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 5,000.00	LS.	1			$ -	
MAINTENANCE BOND	1.0%	TN.	$ -			$ -	
LEGACY DRIVE PAVING (Frontier to Parvin)			1	$ -	$ -		
PARVIN ROAD PAVING (Legacy to Creek)			1	$ -	$ -		
PHASE 6 BRIDGE			1	$ -	$ -		
TOTAL				$ 8,543,683	$ 891,594	$ 7,652,089	$ -

Updated with Actual contract and updated unit costs

RETAINING WALLS	UNIT COST ($)	UNIT (-)	QTY (± #)		MAJOR	DIRECT	PRIVATE
RETAINING WALL PER LOT (VARIES SITE TO SITE)	$ -	LT.	435	$ -			$ -
TOTAL				$ -	$ -	$ -	$ -

EROSION CONTROL	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)	MAJOR	DIRECT	PRIVATE
PRE-DEVELOPMENT EROSION CONTROL:							
SILT FENCE (HIGH FLOW)	$ 1.75	LF.	0	$ -		$ -	
SILT FENCE (HIGH FLOW) (MAINTENANCE)	$ 1.75	LF.	0	$ -		$ -	
ROCK CHECK DAMS	$ 950.00	EA.		$ -		$ -	
POST DEVELOPMENT EROSION CONTROL:						$ -	
8' ROLL OF CURLEX WITH SEED	$ 1.50	LF.	-	$ -		$ -	
DISK & SEED	$ 300.00	AC.	-	$ -		$ -	
ADMINISTRATION:						$ -	
SWPPP BOOK	$ 800.00	LS.	1	$ 800		$ 800	
SWPPP BOOK COPY	$ 100.00	EA.	1	$ 100		$ 100	
SWPPP SITE SIGNAGE	$ 150.00	EA.	1	$ 150		$ 150	
WEEKLY INSPECTIONS	$ 85.00	EA.	52	$ 4,420		$ 4,420	
SALES TAX ON IMPROVEMENTS	8.25%	EA.	$ -	$ -		$ -	
TOTAL				$ 5,470	$ -	$ 5,470	$ -

AMENITY IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)	MAJOR	DIRECT	PRIVATE
DEV. AGMT REQ.	$ 7,401,743	LS.	1	$ 7,401,743			$ 7,401,743
NON-DEV. AGMT & NON-SUBSTANTIAL COMP.	$ 8,735,082	LS.	1	$ 8,735,082			$ 8,735,082
TOTAL				$ 16,136,824	$ -	$ -	$ 16,136,824

FRANCHISE UTILITY ON-SITE IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)	MAJOR	DIRECT	PRIVATE
ELECTRIC SERVICE	$ 22.00	LF.	26,590	584,980			$ 584,980
GAS SERVICE	$ -	LT.	435	-			$ -
STREET LIGHTS	$ 11.00	LF.	26,590	292,490			$ 292,490
FRONTIER DUCT BANK	$ 325.00	LF.	2,100	682,500			$ 682,500
INTERNAL PHASE DUCT BANK	$ 225.00	LF.	3,200	720,000			$ 720,000
4" FRANCHISE UTILITY SLEEVES	$ 10.00	LF.	420	4,200			$ 4,200
FRANCHISE RELOCATION							
TOTAL				2,284,170	-	-	2,284,170

CITY FEES & MISCELLANEOUS CONSULTANTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)	MAJOR	DIRECT	PRIVATE
CITY FEES:							
ANNEXATION FEE	$ 1,000.00	LS.	1	$ 1,000		$ 1,000	
ZONING FEE	$ 300.00	LS.	1	$ 300		$ 300	
PLATTING FEE PLUS $300	$ 7.00	LT.	435	$ 3,345		$ 3,345	
ENGINEERING REVIEW FEE	$ 5,000.00	LS.	1	$ 5,000		$ 5,000	
INSPECTION FEE	3.0%	LS.	$ 23,547,902	$ 706,438		$ 706,438	
PROFESSIONAL FEES:							
PLANNING, ANNEXATION, ZONING	$ 30,000.00	LS.	1	$ 30,000		$ 30,000	
TREE SURVEY	$ 10,000.00	LS.	1	$ 10,000		$ 10,000	
PID/TIRZ ASSISTANCE	$ 5,000.00	LS.	1	$ 5,000		$ 5,000	
FLOODPLAIN ANALYSIS	$ 150,000.00	LS.	1	$ 150,000		$ 150,000	
WETLANDS/WOTUS	$ 7,500.00	LS.	1	$ 7,500		$ 7,500	
ENVIRONMENTAL STUDY	$ 5,000.00	LS.	1	$ 5,000		$ 5,000	
GEOTECHNICAL REPORT	$ 500.00	LT.	435	$ 217,500		$ 217,500	
CONSTRUCTION MATERIAL TESTING	$ 500.00	LT.	435	$ 217,500		$ 217,500	
						$ -	
TOTAL				1,358,583	$ -	$ 1,358,583.00	$ -

PROJECT FUND BUDGET SUMMARY

IMPROVEMENT AREA 2

CELINA, TEXAS

PHASE 2 SUMMARY

TEGORY	2A	2B	2C	3C	BUDGET	APPROVED REVISIONS	CURRENT BUDGET	PAID TO DATE BY DEVELOPER	PREVIOUS DRAWS	CURRENT DRAW	REMAINING BALANCE TO DRAW
Public Improvements											
Clearing/Excavation	$ 126,861	$ 98,709	$ 150,622	$ 118,148	$ 494,339	$ -	$ 494,339		$ -	$ -	$ 494,339
Water	$ 788,849	$ 643,423	$ 828,280	$ 904,020	$ 3,164,573	$ -	$ 3,164,573		$ -	$ -	$ 3,164,573
Sewer	$ 1,098,034	$ 746,347	$ 1,040,242	$ 973,560	$ 3,858,184	$ -	$ 3,858,184		$ -	$ -	$ 3,858,184
Storm Drainage	$ 766,200	$ 870,404	$ 1,052,906	$ 1,182,180	$ 3,871,689	$ -	$ 3,871,689		$ -	$ -	$ 3,871,689
Roadways	$ 2,110,439	$ 1,592,219	$ 2,388,581	$ 1,808,040	$ 7,899,279	$ -	$ 7,899,279		$ -	$ -	$ 7,899,279
Retaining Walls	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
Erosion Control/SWPPP	$ 71,872	$ 56,365	$ 83,590	$ 84,540	$ 296,368	$ -	$ 296,368		$ -	$ -	$ 296,368
Landscape/Amenities (DA Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
Landscape/Amenities (Non-DA Req.)	$ 1,999,014	$ 1,729,673	$ 1,345,422	$ 1,523,064	$ 6,597,173	$ -	$ 6,597,173		$ -	$ -	$ 6,597,173
Franchise Utilities	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
Miscellaneous	$ 86,900	$ 61,050	$ 105,600	$ 71,500	$ 325,050	$ -	$ 325,050		$ -	$ -	$ 325,050
Hard Cost Subtotal	**$ 7,048,170**	**$ 5,798,191**	**$ 6,995,242**	**$ 6,665,052**	**$ 26,506,655**	**$ -**	**$ 26,506,655**	**$ -**	**$ -**	**$ -**	**$ 26,506,655**
Engineering/Surveying	$ 706,887	$ 458,056	$ 707,167	$ 569,807	$ 2,441,918	$ -	$ 2,441,918		$ -	$ -	$ 2,441,918
Landscape Design (DA Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
Landscape Design (Non-DA Req.)	$ 189,906	$ 164,319	$ 127,815	$ 144,691	$ 626,731	$ -	$ 626,731		$ -	$ -	$ 626,731
Hard & Soft Contingency	$ 775,506	$ 625,625	$ 785,241	$ 723,486	$ 2,909,857	$ -	$ 2,909,857		$ -	$ -	$ 2,909,857
Miscellaneous Soft Costs	$ 560,723	$ 399,581	$ 482,076	$ 459,321	$ 1,901,701	$ -	$ 1,901,701		$ -	$ -	$ 1,901,701
Soft Cost Subtotal	**$ 2,233,022**	**$ 1,647,581**	**$ 2,102,299**	**$ 1,897,305**	**$ 7,880,208**	**$ -**	**$ 7,880,208**	**$ -**	**$ -**	**$ -**	**$ 7,880,208**
TOTAL DIRECT COSTS	**$ 9,281,193**	**$ 7,445,772**	**$ 9,097,542**	**$ 8,562,357**	**$ 34,386,863**	**$ -**	**$ 34,386,863**	**$ -**	**$ -**	**$ -**	**$ 34,386,863**
Direct Running Total											
mprovements (Benefit to All)											
Clearing/Excavation	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Water	$ 3,660,386	$ 117,006	$ 374,033	$ -	$ 4,151,425	$ -	$ 4,151,425				$ 4,151,425
Sewer	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Storm Drainage	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Roadways	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Retaining Walls	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Erosion Control/SWPPP	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Landscape/Amenities (DA Req.)	$ 2,415,299	$ -	$ -	$ -	$ 2,415,299	$ -	$ 2,415,299				$ 2,415,299
Landscape/Amenities (Non-DA Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Franchise Utilities	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Miscellaneous	$ 7,567	$ 5,846	$ 18,210	$ -	$ 31,623	$ -	$ 31,623				$ 31,623
Hard Cost Subtotal	**$ 6,083,252**	**$ 122,852**	**$ 392,243**	**$ -**	**$ 6,598,347**	**$ -**	**$ 6,598,347**	**$ -**	**$ -**	**$ -**	**$ 6,598,347**
Engineering/Surveying	$ 15,279	$ 11,701	$ 37,403	$ -	$ 64,383	$ -	$ 64,383				$ 64,383
Landscape Design (DA Req.)	$ 229,453	$ -	$ -	$ -	$ 229,453	$ -	$ 229,453				$ 229,453
Landscape Design (Non-DA Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
PID Formation & Issuance Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Hard & Soft Contingency	$ 602,984	$ 8,190	$ 26,182	$ -	$ 637,357	$ -	$ 637,357				$ 637,357
Miscellaneous Soft Costs	$ 506,916	$ 8,466	$ 27,031	$ -	$ 542,414	$ -	$ 542,414				$ 542,414
Soft Cost Subtotal	**$ 1,354,633**	**$ 28,357**	**$ 90,617**	**$ -**	**$ 1,473,607**	**$ -**	**$ 1,473,607**	**$ -**	**$ -**	**$ -**	**$ 1,473,607**
TOTAL PHASE 2 MAJOR COSTS	**$ 7,437,885**	**$ 151,209**	**$ 482,860**	**$ -**	**$ 8,071,954**	**$ -**	**$ 8,071,954**	**$ -**	**$ -**	**$ -**	**$ 8,071,954**
TOTAL PHASE 2/3C PORTION OF PHASE 2/3C MAJOR COSTS					**$ 2,846,547**		**$ 2,846,547**				
TOTAL PHASE 2/3C PORTION OF PHASE 1 MAJOR COSTS					**$ 2,191,664**		**$ 2,191,664**				
Major Running Total											
Improvements											
Clearing/Excavation	$ 336,649	$ 236,507	$ 559,093	$ 856,852	$ 1,989,101	$ -	$ 1,989,101				$ 1,989,101
Water	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Sewer	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Storm Drainage	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Roadways	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Retaining Walls	$ 189,600	$ 133,200	$ 230,400	$ 208,000	$ 761,200	$ -	$ 761,200				$ 761,200
Erosion Control/SWPPP	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Landscape/Amenities (DA Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Landscape/Amenities (Non-DA Req.)	$ 25,763	$ 18,458	$ 22,400	$ -	$ 66,622	$ -	$ 66,622				$ 66,622
Franchise Utilities	$ 827,966	$ 422,629	$ 684,855	$ 508,528	$ 2,443,978	$ -	$ 2,443,978				$ 2,443,978
Miscellaneous	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Hard Cost Subtotal	**$ 1,379,978**	**$ 810,794**	**$ 1,496,748**	**$ 1,573,380**	**$ 5,260,901**	**$ -**	**$ 5,260,901**	**$ -**	**$ -**	**$ -**	**$ 5,260,901**
Engineering/Surveying (Non-DA Req.)	$ 81,514	$ 67,561	$ 62,399	$ 79,955	$ 291,429	$ -	$ 291,429				$ 291,429

Landscape Design (DA Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Landscape Design (Non-DA Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Hard & Soft Contingency	$ 146,149	$ 87,835	$ 140,915	$ 165,333	$ 540,233	$ -	$ 540,233					$ 540,233
Miscellaneous Soft Costs	$ 95,101	$ 55,876	$ 103,148	$ 108,429	$ 362,554	$ -	$ 362,554					$ 362,554
Soft Cost Subtotal	**$ 322,764**	**$ 211,272**	**$ 306,462**	**$ 353,718**	**$ 1,194,215**	**$ -**	**$ 1,194,215**	**$ -**	**$ -**	**$ -**		**$ 1,194,215**
TOTAL PRIVATE COSTS	**$ 1,702,742**	**$ 1,022,066**	**$ 1,803,210**	**$ 1,927,097**	**$ 6,455,116**	**$ -**	**$ 6,455,116**	**$ -**	**$ -**	**$ -**		**$ 6,455,116**
TOTAL PID ELIGIBLE COSTS	**$ 16,719,078**	**$ 7,596,981**	**$ 9,580,402**	**$ 8,562,357**	**$ 42,458,817**	**$ -**	**$ 42,458,817**	**$ -**	**$ -**	**$ -**		**$ 42,458,817**
TOTAL PHASE 2/3C PID DIRECT ELIGIBLE					**$ 39,425,074**		**$ 39,425,074**					
GRAND TOTAL	**$ 18,421,820**	**$ 8,619,047**	**$ 11,383,612**	**$ 10,489,454**	**$ 48,913,933**	**$ -**	**$ 48,913,933**	**$ -**	**$ -**	**$ -**		**$ 48,913,933**

TABLE III-B UPDATE

Date: 8/23/2024

	Original Budget from Table III-B	Constructed with Phase 2	Constructed with Phase 3C	To be Constructed w/in Next 5 Years	Updated Total	Notes
Roadway	$ 1,039,000	$ -	$ -		**$ -**	The section of Old Parvin Rd. is actually a direct improvement of Phase 4B
Water	$ 163,000	$ 4,151,425	$ -	$ 485,846	**$ 4,637,271**	Additional Water Major Improvements constructed with Phase 2 are shown on the attached exhibit and are necessary to serve the entire project. It is anticipated that an additional 12" water line will be installed in the next 5 years with Phases 4A and 4C.
Sanitary Sewer	$ 51,000	$ -	$ -		**$ -**	Based on updated engineering, we no longer anticipate Additional Sanitary Sewer Major Improvements to be constructed within the next 5 years.
Storm Drain	$ 355,000	$ -	$ -		**$ -**	Based on updated engineering, we no longer anticipate Additional Storm Drainage Major Improvements to be constructed within the next 5 years.
Landscape / Hike & Bike Trails	$ -	$ 2,415,299	$ -	$ 423,946	**$ 2,839,245**	Additional Landscape / Trails Major Improvements consist of hike and bike trails that are part of the larger trail system the initial portion of which are being constructed with Phase 2 with future portions anticipated to be constructed in phases over the next 5 years to serve the entire community
Soft & Misc.	$ 446,863	$ 1,505,230	$ -		**$ 1,505,230**	Phase 2 Misc. includes city inspection fees and bond costs. Soft costs include design and legal for Legacy waterline
Totals	**$ 2,054,863**	**$ 8,071,954**	**$ -**	**$ 909,792**	**$ 8,981,746**	

APPENDIX C
LEGAL DESCRIPTION

PID - LEGAL DESCRIPTION
757.571 ACRES WITH
72.819 ACRES SAVE AND EXCEPT
684.752 ACRES

BEING a tract of land situated in the C. COPENHAVER SURVEY, ABSTRACT NO. 253, the JOHN MORTON SURVEY, ABSTRACT NO. 791, the JOHN M. McKIM SURVEY, ABSTRACT NO. 889, the ANTHONY PHILLIPS SURVEY, ABSTRACT NO. 1028 and the A. THOMASON SURVEY, ABSTRACT NO. 1265, Denton County, Texas, and being all of that tract of land conveyed in Deed to W. Keith Thornton and James H. Merritt, III, according to the document of record filed in Document Number 95-0068384, Deed Records, Denton County, Texas, and being all of that tract of land conveyed in Deed to Merritt/Thornton Farm Partnership, L.P., according to the document of record filed in Document Number 99-096579, Deed Records, Denton County, Texas and being part of Lot 3, SMILEY ACRES, an Addition to the City of Celina, Denton County, Texas, according to the Plat of record filed in Cabinet D, Page 324, Plat Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for a common interior ell corner of said Merritt/Thornton Farm Partnership, L.P. tract and the southwest corner of that tract of land described as a Right-Of-Way Dedication as conveyed in Deed to City of Celina, according to the document of record filed in Document Number 2008-9821, Official Records, Denton County, Texas;

THENCE N 89° 28' 44" E, with the common line of said Merritt tract/Thornton Farm Partners, L.P. tract and said City of Celina Tract, a distance of 1,738.53 feet to a point near the intersection of Legacy Road (County Road 6) with Frontier Parkway (County Road 5), at the most easterly northeast corner of said Merritt/Thornton Farm Partnership, L.P. tract, from which a 5/8" iron rod found bears N 78° 19' 21" E, 0.20 feet;

THENCE S 00° 29' 24" W, with the approximate centerline of said Legacy Road, a distance of 189.17 feet to a point for the common northeast corner of that tract of land described as Right-Of-Way Dedication as conveyed in Deed to Denton County, Texas, according to the document of record filed in Document Number 2010-62874, Official Records, Denton County, Texas and the northwest corner of that tract of land described as Right-Of-Way as conveyed in Deed to Town of Prosper, Texas, according to the document of record filed in Document Number 20100518000498080, Official Public Records, Collin County, Texas;

THENCE N 89° 48' 43" W, leaving the approximate centerline of said Legacy Road and with the north line of said Denton County, Texas tract, a distance of 40.79 feet for the northwest corner of said Denton County, Texas tract;

THENCE S 00° 11' 17" W, with the west line of said Denton County, Texas tract, a distance of 320.00 feet to a 5/8" iron rod found for the southwest corner of said Denton County, Texas tract;

THENCE S 89° 48' 43" E, with the south line of said Denton County, Texas tract, a distance of 39.10 feet, returning to the approximate centerline of said Legacy Road, for the common southeast corner of said Denton County, Texas tract and the southwest corner of the above mentioned Town of Prosper, Texas tract;

THENCE S 00° 29' 24" W, with the approximate center line of said Legacy Road, a distance of 1,942.34 feet to a 1/2" iron rod found in the west line of that tract of land conveyed in Deed to Prosper Independent School District (Prosper ISD), according to the document of record filed in Document Number 20200817001344070, Official Public Records, Collin County, Texas, for the common southeast corner of the above mentioned Merritt/Thornton Farm Partners, L.P. tract and the northeast corner of that tract of land conveyed in Deed to Patricia Ann Burnett Krov, according to the document of record filed in Document Number 2014-15524, Official Records, Denton County, Texas;

THENCE S 74° 57' 09" W, with the common south line of said Merritt/Thornton Farm Partners, L.P. tract and the north line of said Patricia Ann Burnett Krov tract, a distance of 866.35 feet to the common northwest corner of said Patricia Ann Burnett Krov tract and the northeast corner of that tract of land conveyed in Deed to The Leonard and Norma E. McCasland Revocable Living Trust, according to the document of record filed in Volume 4683, Page 1919, Deed Records, Denton County, Texas;

THENCE S 89° 07' 59" W, with the common south line of said Merritt/Thornton Farm Partners, L.P. tract and the north line of said The Leonard and Norma E. McCasland Revocable Living Trust tract, a distance of 776.28 feet to a 1/2" iron rod found for the common northwest corner of said The Leonard and Norma E. McCasland Revocable Living Trust tract and the northeast corner of that tract of land conveyed in Deed to Prosper Meadows LP, according to the document of record filed in Document Number 2019-65177, Official Records, Denton County, Texas;

THENCE S 89° 07' 21" W, with the common south line of said Merritt/Thornton Farm Partners, L.P. tract and the north line of said Prosper Meadows LP tract, a distance of 1,549.59 feet to a 1/2" iron rod found for the common northwest corner of said Prosper Meadows LP tract and the northeast corner of that tract of land conveyed in Deed to Prosper Independent School District (Prosper ISD), according to the document of record filed in Document Number 2017-34540, Official Records, Denton County, Texas;

THENCE S 89° 08' 17" W, with the common south line of said Merritt/Thornton Farm Partners, L.P. tract and the north line of said Prosper ISD tract, a distance of 3,173.39 feet to a 5/8" iron rod with cap stamped "RPLS 5674" found for the common southwest corner of said Merritt/Thornton Farm Partners, L.P. tract and the southeast corner of that tract of conveyed in Deed to Frontier Mini Storage, LLC, according to the document of record filed in Document Number 2018-77026, (Correction Deed Document Number 2018-121216), Official Records, Denton County, Texas;

THENCE N 00° 35' 32" W, with the common west line of said Merritt/Thornton Farm Partners, L.P. tract and the east line said Frontier Mini Storage, LLC tract, a distance of 1,156.84 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found;

THENCE N 03° 12' 09" W, continuing with the common line of said Merritt/Thornton Farm Partners, L.P. tract and said Frontier Mini Storage, LLC tract, a distance of 225.36 feet to a 1/2" iron rod found for the common northeast corner of said Frontier Mini Storage, LLC tract and an exterior ell corner of that tract of land conveyed in Deed to Teel Lakes LLC, according to the document of record filed in Document Number 2009-126512, Official Records, Denton County, Texas;

THENCE With the common west line of said Merritt/Thornton Farm Partners, L.P. tract and the east line of said Teel Lakes, LLC tract, the following courses and distances:

N 01° 49' 22" W, a distance of 105.75 feet to a 5/8" iron rod with cap stamped "RPLS 5674" found;

N 64° 25' 33" E, a distance of 414.33 feet to a 5/8" iron rod with cap stamped "RPLS 5674" found;

N 00° 43' 47" W, a distance of 828.43 feet to a 1/2" iron rod found for the common northeast corner of said Teel Lakes, LLC tract and the southeast corner of Lot 4 of the above mentioned SMILEY ACRES Addition;

THENCE N 00° 01' 44" W, with the common west line of said Merritt/Thornton Farm Partners, L.P. tract and the east line of said SMILEY ACRES Addition, a distance of 705.25 feet to a 1/2" iron rod found in the above mentioned Lot 3 of said SMILEY ACRES Addition;

THENCE S 89° 59' 12" W, a distance of 477.09 feet to a point in the common west line of said Lot 3 and the east right-of-way line of Old Dairy Farm Road;

THENCE N 00° 05' 34" W, with the common line of said Lot 3 and said Old Dairy Farm Road, a distance of 442.82 feet to the southeast corner of Lot 2 of said SMILEY ACRES Addition;

THENCE N 00° 08' 51" W, with the common west line of said Lot 3 and the east line of said Lot 2, a distance of 422.32 feet to a 1/2" iron rod found in the south line of that tract of land described as Tract II as conveyed in Deed to Prosper 30 Partners, LLC, according to the document of record filed in Document Number 2018-111804, Official Records, Denton County, Texas, for the common northwest corner of said Lot 3 and the northeast corner of said Lot 2;

THENCE N 89° 53' 33" E, a distance of 449.54 feet to a point in the west line of the above mentioned Merritt/Thornton Farm Partners, L.P. tract, for the common northeast corner of said Lot 3 and the southeast corner of said Prosper 30 Partners, LLC tract;

THENCE N 02° 58' 07" W, with the common west line of said Merritt/Thornton Farm Partners, L.P. tract and the east line of said Tract II, a distance of 686.27 feet to a 1/2" iron rod found for the common southeast corner of the above mentioned W. Keith Thornton and James H. Merritt, III tract and the northeast corner of said Tract II;

THENCE S 89° 53' 38" W, with the south line of said W. Keith Thornton and James H. Merritt, III tract, a distance of 1,889.96 feet to a point in the east line of that tract of land conveyed in Deed to Smiley Road, LTD., according to the document of record filed in Document Number 2005-77986, Official Records, Denton County, Texas, for the southwest corner of said W. Keith Thornton and James H. Merritt, III tract;

THENCE N 00° 06' 49" W, with the common west line of said W. Keith Thornton and James H. Merritt, III tract and the east line said Smiley Road, LTD. tract, a distance of 690.33 feet to a 1/2" iron rod found for the common northwest corner of said W. Keith Thornton and James H. Merritt, III tract and the southwest corner of that tract of land conveyed in Deed to Smiley Road, LTD., according to

the document of record filed in Document Number 2006-45938, Official Records, Denton County, Texas;

THENCE N 89° 53' 30" E, with the common north line of said W. Keith Thornton and James H. Merritt, III tract and the south line of said Smiley Road, LTD. tract, a distance of 1,903.70 feet to a 1" iron pipe found in the west line of the above mentioned Merritt/Thornton Farm Partnership, L.P. tract, for the common northeast corner of said W. Keith Thornton and James H. Merritt, III tract and the southeast corner of said Smiley Road, LTD. tract;

THENCE N 01° 49' 48" E, with the common west line of said Merritt/Thornton Farm Partnership, L.P. tract and the east line of said Smiley Road, LTD. tract, a distance of 654.45 feet to a 1/2" iron rod found in the south line of that tract of land conveyed in Deed to Smiley Road, LTD., according to the document of record filed in Document Number 2006-2173, Official Records, Denton County, Texas, for the common northwest corner of said Merritt/Thornton Farm Partnership, L.P. tract and the northeast corner of said Smiley Road, LTD. (Document Number 2006-45938) tract;

THENCE N 89° 13' 47" E, with the common north line of said Merritt/Thornton Farm Partnership, L.P. tract and the south line of said Smiley Road, LTD. (Document Number 2006-2173) tract, a distance of 1,501.71 feet to a 1/2" iron rod found for the common southeast corner of said Smiley Road, LTD. tract and the southwest corner of that tract of land conveyed in Deed to West Celina 86 Partners, LTD., according to the document of record filed in Document Number 2015-23235, Official Records, Denton County, Texas;

THENCE N 89° 06' 09" E, continuing with the north line of said Merritt/Thornton Farm Partnership, L.P. tract, a distance of 2,842.45 feet to a point in the south line of that tract of land conveyed in Deed to Roys Glenn Allen and Randy Allen, Co-Trustees of the RG Allen Revocable Trust, according to the document of record filed in Document Number 2015-46639, Official Records, Denton County, Texas, for the common northeast corner of said Merritt/Thornton Farm Partnership, L.P. tract and the northwest corner of CREEKS OF LEGACY WEST PHASE 1, an Addition to the City of Celina, Denton County, Texas, according to the Plat of record filed in Cabinet 2018, Page 394, Plat Records, Denton County, Texas;

THENCE S 00° 29' 21" W, with the east line of said Merritt/Thornton Farm Partnership, L.P. tract , a distance of 3,416.82 feet to the **POINT OF BEGINNING**, and containing 757.571 acres of land, more or less.

SAVE AND EXCEPT:

BEING a tract of land in the C. COPENHAVER SURVEY, ABSTRACT NO. 253, the JOHN M. McKIM SURVEY, ABSTRACT NO. 889 and the ANTHONY PHILLIPS SURVEY, ABSTRACT NO. 1028, Denton County, Texas, and being all of Lots 1 and 2, MERRITT PARK ADDITION, an Addition to the City of Celina, Collin County, Texas, according to the Plat of record filed in Document Number 2013-303, Official Records, Collin County, Texas, and being part of that tract of land conveyed in Deed to Merritt/Thornton Farm Partnership, L.P., according to the document of record filed in Document Number 99-096579, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a point for a common interior ell corner of said Merritt/Thornton Farm Partnership, L.P. tract and the most easterly southeast corner of that tract of land conveyed in Deed to Teel Lakes LLC, according to the document of record filed in Document Number 2009-126512, Official Records, Denton County, Texas, from which a 1/2" iron rod found in the west line of said Merritt/Thornton Farm Partnership, L.P. tract, for the common most southerly southeast corner of said Teel Lakes, LLC tract and the northeast corner of that tract of land conveyed in Deed to Frontier Mini Storage, LLC, according to the document of record filed in Document Number 2018-77026 (Correction Deed, Document Number 2018-121216), Official Records, Denton County, Texas, bears S 52° 30' 13" W, 467.16 feet;

THENCE Over and across said Merritt/Thornton Farm Partnership, L.P. tract, the following courses and distances:
N 00° 00' 00" E, a distance of 63.68 feet to the **POINT OF BEGINNING** of the tract of land described herein;

N 54° 52' 24" E, a distance of 40.69 feet;

N 32° 26' 23" E, a distance of 70.08 feet;

N 02° 32' 44" W, a distance of 13.69 feet;

N 89° 34' 08" E, a distance of 47.37 feet;

N 68° 41' 04" E, a distance of 49.27 feet;

N 72° 37' 27" E, a distance of 73.57 feet;

N 54° 03' 27" E, a distance of 45.73 feet;

N 09° 19' 17" E, a distance of 32.10 feet;

N 15° 43' 34" W, a distance of 40.22 feet;

N 32° 25' 42" W, a distance of 28.72 feet;

N 40° 58' 09" W, a distance of 69.41 feet;

N 18° 32' 55" W, a distance of 90.82 feet;

N 00° 57' 01" E, a distance of 112.83 feet;

N 16° 47' 39" W, a distance of 74.65 feet;

N 35° 42' 19" W, a distance of 102.42 feet;

N 20° 28' 35" W, a distance of 86.29 feet;

N 10° 48' 26" W, a distance of 82.16 feet;

N 19° 38' 00" W, a distance of 93.54 feet;

N 00° 00' 00" E, a distance of 62.22 feet;

N 39° 10' 53" E, a distance of 34.03 feet;

N 11° 13' 02" E, a distance of 129.62 feet;

N 44° 27' 46" E, a distance of 100.32 feet;

N 15° 23' 43" E, a distance of 44.07 feet;

N 06° 13' 09" E, a distance of 130.16 feet;

N 60° 23' 08" W, a distance of 109.36 feet;

N 06° 46' 51" E, a distance of 140.95 feet;

N 34° 29' 43" E, a distance of 115.46 feet;

N 40° 38' 06" E, a distance of 136.02 feet;

N 86° 44' 10" E, a distance of 215.82 feet;

N 16° 07' 11" E, a distance of 144.61 feet;

N 37° 40' 40" E, a distance of 204.49 feet;

N 57° 39' 24" E, a distance of 121.37 feet;

N 48° 05' 13" E, a distance of 267.21 feet;

N 17° 46' 03" E, a distance of 126.38 feet;

S 70° 22' 42" E, a distance of 652.06 feet;

S 12° 34' 43" E, a distance of 1,028.18 feet to a point at the beginning of a curve to the right having a central angle of 50° 22' 16", a radius of 125.00 feet and a chord bearing and distance of S 11° 46' 54" W, 106.39 feet;

With said curve to the right, an arc distance of 109.89 feet;

S 33° 08' 43" W, a distance of 1522.09 feet;

S 79° 00' 07" W, a distance of 260.45 feet;

N 68° 47' 46" W, a distance of 401.09 feet;

N 90° 00' 00" W, a distance of 312.21 feet to the **POINT OF BEGINNING**, and containing 72.819 acres of land, more or less.

PHASE #1

LEGAL DESCRIPTION

TRACT 1

BEING A TRACT OF LAND LOCATION IN THE C. COPENHAVER SURVEY, ABSTRACT NO. 253, JOHN MORTON SURVEY, ABSTRACT NO. 791, JOHN M. MCKIM SURVEY, ABSTRACT NO. 889, AND THE ANTHONY PHILLIPS SURVEY, ABSTRACT NO. 1028, DENTON COUNTY, TEXAS, AND BEING PART OF THAT TRACT OF LAND DESCRIBED AS TRACT 1 IN DEED TO TELLUS TEXAS I, LLC, RECORDED IN DOCUMENT NO. 2021-137876, OFFICIAL RECORDS, DENTON COUNTY, TEXAS, (O.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD FOUND AT A NORTHEASTERLY INTERIOR ELL CORNER OF SAID TRACT 1 AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN RIGHT-OF-WAY DEED TO CITY OF CELINA, RECORDED IN DOCUMENT NUMBER 2008-9821, O.R.D.C.T.;

THENCE NORTH 89° 28' 44" EAST, ALONG THE COMMON LINE OF SAID TRACT 1 AND SAID CITY OF CELINA TRACT, A DISTANCE OF 901.73 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” FOUND AT THE MOST EASTERLY CORNER OF SAID TRACT 1 AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 50° 28' 55", A RADIUS OF 1,160.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 45° 43' 46" WEST, 989.31 FEET;

THENCE ALONG THE EAST LINE OF SAID TRACT 1, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

SOUTHWESTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 1,022.05 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” FOUND FOR CORNER;

SOUTH 20° 29' 18" WEST, A DISTANCE OF 1,113.94 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02° 55' 27", A RADIUS OF 1,340.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 21° 57' 02" WEST, 68.38 FEET;

SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 68.39 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER;

THENCE LEAVING SAID EAST LINE, OVER AND ACROSS SAID TRACT 1, THE FOLLOWING FIFTY-EIGHT (58) COURSES AND DISTANCES:

NORTH 66° 35' 14" WEST, A DISTANCE OF 40.00 FEET TO A POINT FOR CORNER;

NORTH 69° 30' 42" WEST, A DISTANCE OF 277.74 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13° 42' 18", A RADIUS OF 791.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 76° 21' 51" WEST, 188.75 FEET;

WESTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 189.20 FEET TO A POINT FOR CORNER;

SOUTH 22° 52' 03" WEST, A DISTANCE OF 15.61 FEET TO A POINT FOR CORNER;

NORTH 85° 48' 06" WEST, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER;

NORTH 04° 11' 54" EAST, A DISTANCE OF 1.74 FEET TO A POINT FOR CORNER;

NORTH 14° 01' 42" WEST, A DISTANCE OF 15.98 FEET TO A POINT FOR CORNER;

NORTH 83° 47' 55" WEST, A DISTANCE OF 61.07 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11° 06' 46", A RADIUS OF 1,191.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89° 21' 29" WEST, 230.64 FEET;

WESTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 231.00 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14° 23' 55", A RADIUS OF 259.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 87° 42' 54" WEST, 64.92 FEET;

WESTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 65.09 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 84° 32' 16", A RADIUS OF 40.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 57° 12' 56" WEST, 53.81 FEET;

SOUTHWESTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 59.02 FEET TO A POINT FOR CORNER;

SOUTH 14° 56' 48" WEST, A DISTANCE OF 82.93 FEET TO A POINT FOR CORNER;

SOUTH 59° 46' 19" EAST, A DISTANCE OF 15.52 FEET TO A POINT FOR CORNER;

SOUTH 11° 06' 21" WEST, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03° 50' 12", A RADIUS OF 1,225.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 76° 58' 33" WEST, 82.01 FEET;

WESTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 82.03 FEET TO A POINT FOR CORNER;

NORTH 75° 03' 27" WEST, A DISTANCE OF 104.35 FEET TO A POINT FOR CORNER;

SOUTH 59° 56' 40" WEST, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

NORTH 75° 03' 12" WEST, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER;

NORTH 14° 56' 48" EAST, A DISTANCE OF 275.86 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15° 34' 55", A RADIUS OF 570.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 07° 34' 50" EAST, 154.54 FEET;

NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 155.02 FEET TO A POINT FOR CORNER;

NORTH 44° 12' 18" WEST, A DISTANCE OF 14.50 FEET TO A POINT FOR CORNER;

NORTH 87° 44' 19" WEST, A DISTANCE OF 200.61 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07° 27' 44", A RADIUS OF 1,225.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 84° 00' 27" WEST, 159.43 FEET;

WESTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 159.55 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07° 09' 51", A RADIUS OF 975.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 83° 51' 30" WEST, 121.83 FEET;

WESTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 121.91 FEET TO A POINT FOR CORNER;

NORTH 02° 33' 35" EAST, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER;

NORTH 05° 14' 18" EAST, A DISTANCE OF 65.95 FEET TO A POINT FOR CORNER;

NORTH 16° 25' 20" WEST, A DISTANCE OF 62.22 FEET TO A POINT FOR CORNER;

NORTH 16° 55' 28" WEST, A DISTANCE OF 64.84 FEET TO A POINT FOR CORNER;

NORTH 14° 23' 41" WEST, A DISTANCE OF 64.84 FEET TO A POINT FOR CORNER;

NORTH 11° 52' 10" WEST, A DISTANCE OF 64.84 FEET TO A POINT FOR CORNER;

NORTH 09° 20' 32" WEST, A DISTANCE OF 64.84 FEET TO A POINT FOR CORNER;

NORTH 06° 48' 54" WEST, A DISTANCE OF 64.95 FEET TO A POINT FOR CORNER;

NORTH 05° 29' 35" WEST, A DISTANCE OF 60.00 FEET TO A POINT FOR CORNER;

NORTH 05° 27' 40" WEST, A DISTANCE OF 60.00 FEET TO A POINT FOR CORNER;

NORTH 05° 28' 37" WEST, A DISTANCE OF 60.00 FEET TO A POINT FOR CORNER;

NORTH 00° 08' 05" WEST, A DISTANCE OF 91.09 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11° 36' 52", A RADIUS OF 610.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 89° 31' 40" WEST, 123.44 FEET;

WESTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 123.65 FEET TO A POINT FOR CORNER;

SOUTH 40° 34' 22" WEST, A DISTANCE OF 14.70 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02° 27' 35", A RADIUS OF 425.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 00° 12' 06" EAST, 18.24 FEET;

SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 18.25 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05° 24' 15", A RADIUS OF 375.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 01° 40' 26" EAST, 35.36 FEET;

SOUTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 35.37 FEET TO A POINT FOR CORNER;

SOUTH 04° 23' 39" EAST, A DISTANCE OF 73.07 FEET TO A POINT FOR CORNER;

SOUTH 85° 36' 21" WEST, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER;

SOUTH 71° 22' 02" WEST, A DISTANCE OF 70.71 FEET TO A POINT FOR CORNER;

SOUTH 63° 42' 31" WEST, A DISTANCE OF 57.51 FEET TO A POINT FOR CORNER;

SOUTH 56° 50' 21" WEST, A DISTANCE OF 57.51 FEET TO A POINT FOR CORNER;

SOUTH 49° 58' 11" WEST, A DISTANCE OF 57.51 FEET TO A POINT FOR CORNER;

SOUTH 53° 45' 26" WEST, A DISTANCE OF 94.80 FEET TO A POINT FOR CORNER;

SOUTH 57° 30' 58" WEST, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12° 42' 31", A RADIUS OF 550.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 38° 50' 18" WEST, 121.74 FEET;

NORTHWESTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 121.99 FEET TO A POINT FOR CORNER;

SOUTH 44° 48' 27" WEST, A DISTANCE OF 155.00 FEET TO A POINT FOR CORNER;

NORTH 49° 37' 45" WEST, A DISTANCE OF 64.87 FEET TO A POINT FOR CORNER;

NORTH 52° 20' 44" WEST, A DISTANCE OF 70.00 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER;

SOUTH 37° 39' 16" WEST, A DISTANCE OF 155.00 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER;

NORTH 52° 20' 44" WEST, A DISTANCE OF 79.50 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER;

SOUTH 37° 39' 16" WEST, A DISTANCE OF 109.32 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER;

NORTH 52° 20' 44" WEST, A DISTANCE OF 110.50 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER;

NORTH 37° 39' 16" EAST, A DISTANCE OF 109.32 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER;

NORTH 52° 20' 44" WEST, A DISTANCE OF 79.98 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER IN THE NORTHWEST LINE OF SAID TRACT 1;

THENCE ALONG THE WEST LINE OF SAID TRACT 1, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

N 33° 08' 43" EAST, A DISTANCE OF 991.23 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 50° 22' 16", A RADIUS OF 125.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 11° 46' 54" EAST, 106.39 FEET;

NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 109.89 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” FOUND FOR CORNER

NORTH 12° 34' 43" WEST, A DISTANCE OF 488.91 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER;

THENCE LEAVING SAID WEST LINE, OVER AND ACROSS SAID TRACT 1, THE FOLLOWING THIRTY-EIGHT (38) COURSES AND DISTANCES:

NORTH 77° 25' 17" EAST, A DISTANCE OF 120.00 FEET TO A POINT FOR CORNER;

NORTH 12° 34' 43" WEST, A DISTANCE OF 36.15 FEET TO A POINT FOR CORNER;

NORTH 77° 25' 17" EAST, A DISTANCE OF 170.00 FEET TO A POINT FOR CORNER;

SOUTH 12° 34' 43" EAST, A DISTANCE OF 94.70 FEET TO A POINT FOR CORNER;

SOUTH 77° 25' 17" WEST, A DISTANCE OF 40.00 FEET TO A POINT FOR CORNER;

SOUTH 12° 34' 43" EAST, A DISTANCE OF 156.45 FEET TO A POINT FOR CORNER;

NORTH 55° 41' 49" EAST, A DISTANCE OF 56.24 FEET TO A POINT FOR CORNER;

NORTH 63° 27' 43" EAST, A DISTANCE OF 82.02 FEET TO A POINT FOR CORNER;

NORTH 74° 52' 32" EAST, A DISTANCE OF 79.61 FEET TO A POINT FOR CORNER;

NORTH 79° 37' 27" EAST, A DISTANCE OF 725.00 FEET TO A POINT FOR CORNER;

NORTH 81° 29' 38" EAST, A DISTANCE OF 82.66 FEET TO A POINT FOR CORNER;

NORTH 87° 17' 10" EAST, A DISTANCE OF 70.00 FEET TO A POINT FOR CORNER;

SOUTH 89° 13' 00" EAST, A DISTANCE OF 68.53 FEET TO A POINT FOR CORNER;

SOUTH 85° 16' 58" EAST, A DISTANCE OF 62.69 FEET TO A POINT FOR CORNER;

SOUTH 81° 31' 51" EAST, A DISTANCE OF 62.50 FEET TO A POINT FOR CORNER;

SOUTH 81° 31' 51" EAST, A DISTANCE OF 57.71 FEET TO A POINT FOR CORNER;

NORTH 03° 53' 08" WEST, A DISTANCE OF 66.33 FEET TO A POINT FOR CORNER;

SOUTH 86° 06' 51" WEST, A DISTANCE OF 50.50 FEET TO A POINT FOR CORNER;

NORTH 03° 53' 08" WEST, A DISTANCE OF 109.32 FEET TO A POINT FOR CORNER;

NORTH 86° 06' 52" EAST, A DISTANCE OF 100.50 FEET TO A POINT FOR CORNER;

SOUTH 03° 53' 08" EAST, A DISTANCE OF 109.32 FEET TO A POINT FOR CORNER;

NORTH 86° 06' 52" EAST, A DISTANCE OF 96.00 FEET TO A POINT FOR CORNER;

NORTH 03° 53' 08" WEST, A DISTANCE OF 63.89 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03° 32' 51", A RADIUS OF 2,856.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 05° 39' 33" WEST, 176.80 FEET;

NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 176.83 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02° 15' 50", A RADIUS OF 241.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 85° 42' 55" EAST, 9.52 FEET;

EASTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 9.52 FEET TO A POINT FOR CORNER;

NORTH 84° 35' 00" EAST, A DISTANCE OF 93.00 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00° 21' 34", A RADIUS OF 1,091.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 84° 24' 14" EAST, 6.84 FEET;

EASTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 6.84 FEET TO A POINT FOR CORNER;

NORTH 11° 56' 41" EAST, A DISTANCE OF 15.76 FEET TO A POINT FOR CORNER;

NORTH 06° 33' 15" WEST, A DISTANCE OF 71.14 FEET TO A POINT FOR CORNER;

NORTH 50° 49' 03" WEST, A DISTANCE OF 14.32 FEET TO A POINT FOR CORNER;

NORTH 04° 38' 01" WEST, A DISTANCE OF 49.99 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02° 26' 41", A RADIUS OF 775.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 84° 08' 39" EAST, 33.06 FEET;

EASTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 33.07 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06° 11' 31", A RADIUS OF 975.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 79° 41' 07" EAST, 105.32 FEET;

EASTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 105.37 FEET TO A POINT FOR CORNER;

NORTH 76° 35' 22" EAST, A DISTANCE OF 166.57 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24° 57' 14", A RADIUS OF 375.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 64° 06' 44" EAST, 162.04 FEET;

NORTHEASTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 163.32 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 35° 11' 29", A RADIUS OF 325.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 69° 13' 52" EAST, 196.49 FEET;

NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 199.62 FEET TO A POINT FOR CORNER;

NORTH 86° 49' 36" EAST, A DISTANCE OF 67.10 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14° 16' 33", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 86° 02' 08" EAST, 68.34 FEET;

EASTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 68.52 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER IN THE EAST LINE OF SAID TRACT 1 AND THE WEST LINE OF CREEKS OF LEGACY WEST PHASE2, AN ADDITION TO THE CITY OF CELINA, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 2020, SLIDE 80, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 00° 29' 21" WEST, WITH THE EAST LINE OF SAID TRACT 1, A DISTANCE OF 1,410.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 142.245 ACRES OF LAND MORE OR LESS.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

TRACT 2

BEING A TRACT OF LAND LOCATION IN THE JOHN M. MCKIM SURVEY, ABSTRACT NO. 889, DENTON COUNTY, TEXAS, AND BEING PART OF THAT TRACT OF LAND DESCRIBED AS TRACT 1 IN DEED TO TELLUS TEXAS I, LLC, RECORDED IN DOCUMENT NO. 2021-137876, OFFICIAL RECORDS, DENTON COUNTY, TEXAS, (O.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD FOUND AT NORTHEASTERLY INTERIOR ELL CORNER OF SAID TRACT 1 AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN RIGHT-OF-WAY DEED TO CITY OF CELINA, RECORDED IN DOCUMENT NUMBER 2008-9821, O.R.D.C.T.

THENCE NORTH 29° 15' 04" WEST, A DISTANCE OF 80.63 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR THE POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN;

THENCE NORTH 89° 30' 39" WEST, A DISTANCE OF 587.82 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 18° 03' 19", A RADIUS OF 505.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 47° 26' 36" WEST, 158.48 FEET;

THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 159.14 TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET;

THENCE NORTH 14° 01' 30" WEST, A DISTANCE OF 14.62 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET;

THENCE NORTH 28° 59' 19" EAST, A DISTANCE OF 65.25 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05° 04' 18", A RADIUS OF 830.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 26° 27' 10" EAST, 73.45 FEET;

THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 73.47 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET AT THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27° 48' 09", A RADIUS OF 630.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 10° 00' 56" EAST, 302.71 FEET;

THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 305.70 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET;

THENCE NORTH 03° 53' 08" WEST, A DISTANCE OF 273.56 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00° 03' 46", A RADIUS OF 3,030.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 03° 55' 01" WEST, 3.33 FEET;

THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 3.33 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET;

THENCE NORTH 39° 54' 56" EAST, A DISTANCE OF 14.41 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06° 12' 51", A RADIUS OF 280.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 79° 41' 47" EAST, 30.35 FEET;

THENCE EASTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 30.37 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET;

THENCE NORTH 76° 35' 22" EAST, A DISTANCE OF 355.59 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13° 53' 59", A RADIUS OF 220.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 83° 32' 21" EAST, 53.24 FEET;

THENCE EASTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 53.37 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET;

THENCE SOUTH 89° 30' 39" EAST, A DISTANCE OF 179.87 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET;

THENCE SOUTH 00° 29' 21" WEST, A DISTANCE OF 927.02 FEET TO THE POINT OF BEGINNING, AND CONTAINING 12.778 ACRES OF LAND, MORE OR LESS.

LEAVING A NET ACREAGE OF 129.467 ACRES.

IMPROVEMENT AREA #2

METES AND BOUNDS DESCRIPTION
(approx. 201.857 acres)

TRACT ONE - PHASE 2 & NORTH PARK (163.335 ACRES)

BEING a tract of land situated in the A. Thomason Survey, Abstract No. 1265, the J. McKim Survey, Abstract No. 889, the J. Morton Survey, Abstract No. 791, and the A. Phillips Survey, Abstract No. 1028, City of Celina, Denton County, Texas, being part of Tract 1, conveyed to Tellus Texas I, LLC, by deed recorded in Document No. 2021-137876 and part of the Official Public Records, Denton County, Texas (OPRDCT)and being part of a tract of land conveyed to Merritt/Thornton Farm Partnership, L.P., by deed recorded in Document No. 99-096579, Deed Records, Denton County, Texas (DRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the south corner of Lot 27, Block N, Creeks of Legacy West Phase 2, an addition recorded in Document No. 2020-80, Plat Records, Denton County, Texas (PRDCT), and being the northwest corner of the right-of-way of Keya Drive, and from which a 5/8" iron rod with plastic cap found for the southwest corner of Lot 10X, Block P, bears S 00°29'18" W, 1340.19 feet;

THENCE into and through said Tellus tract, the following:

A curve to the left having a central angle of 14°16'33", a radius of 275.00 feet, a chord of N 86°02'11" W - 68.34 feet, an arc length of 68.52 feet;

S 86°49'33" W, 67.10 feet;

A tangent curve to the left having a central angle of 35°10'58", a radius of 325.00 feet, a chord of S 69°14'04" W - 196.45 feet, an arc length of 199.57 feet;

A non-tangent curve to the right having a central angle of 24°57'41", a radius of 375.00 feet, a chord of S 64°06'28" W - 162.08 feet, an arc length of 163.37 feet;

S 76°35'18" W, 166.57 feet;

A tangent curve to the right having a central angle of 06°11'32", a radius of 975.00 feet, a chord of S 79°41'04" W - 105.32 feet, an arc length of 105.37 feet;

A non-tangent curve to the right having a central angle of 02°26'40", a radius of 775.00 feet, a chord of S 84°08'36" W - 33.06 feet, an arc length of 33.07 feet;

S 04°38'04" E, 49.99 feet;

S 50°49'06" E, 14.32 feet;

S 06°33'18" E, 71.14 feet;

S 11°56'38" W, 15.76 feet;

A non-tangent curve to the right having a central angle of 00°21'33", a radius of 1091.00 feet, a chord of S 84°24'10" W - 6.84 feet, an arc length of 6.84 feet;

S 84°34'57" W, 93.00 feet;

A tangent curve to the right having a central angle of 02°15'50", a radius of 241.00 feet, a chord of S 85°42'52" W - 9.52 feet, an arc length of 9.52 feet;

A non-tangent curve to the right having a central angle of 03°32'51", a radius of 2856.00 feet, a chord of S 05°39'37" E - 176.80 feet, an arc length of 176.83 feet;

S 03°53'11" E, 63.89 feet;

S 86°06'49" W, 146.00 feet;

S 03°53'11" E, 66.33 feet;

N 81°31'54" W, 120.20 feet;

N 85°17'01" W, 62.69 feet;

N 89°13'04" W, 68.53 feet;

S 87°17'06" W, 70.00 feet;

S 81°29'35" W, 82.66 feet;

S 79°37'24" W, 725.00 feet;

S 74°52'29" W, 79.61 feet;

S 63°27'39" W, 82.02 feet;

S 55°41'45" W, 56.24 feet;

N 12°34'46" W, 156.45 feet;

N 17°59'33" W, 50.00 feet;

A non-tangent curve to the right having a central angle of 05°24'47", a radius of 275.00 feet, a chord of S 74°42'50" W - 25.97 feet, an arc length of 25.98 feet;

S 77°25'14" W, 89.34 feet;

N 57°34'46" W, 14.14 feet;

And S 77°25'14" W, 120.00 feet to a point on a westerly line of said Tellus tract;

THENCE along the westerly and northerly lines thereof, the following:

N 12°34'46" W, 363.86 feet to a 5/8" iron rod with plastic cap found;

N 23°25'03" E, 85.37 feet;

N 09°02'24" E, 282.82 feet;

N 09°51'08" W, 42.20 feet;

THENCE into and through said Merritt/Thornton Farm partnership, LP tract, the following:

N 70°48'39" W, 308.32 feet;

N 79°30'27" W, 140.63 feet;

N 79°04'24" W, 19.29 feet;

N 79°40'33" W, 140.96 feet;

N 79°36'36" W, 230.31 feet;

N 09°00'08" E, 19.61 feet;

N 10°11'26" W, 278.95 feet;

N 41°14'29" E, 853.82 feet;

N 24°11'48" E, 512.11 feet;

N 32°25'06" E, 406.18 feet to a point on the south line of a tract conveyed to MTAK Properties, LLC, recorded in document no. 2022-11358 OPRDCT;

THENCE N 89°07'41" E, 2369.87 feet;

And S 00°29'18" W, 84.47 feet to a 5/8" iron rod with plastic cap found on the west line of Creeks of Legacy West Phase 1, recorded in Document No. 2018-394 PRDCT;

THENCE S 00°29'18" W, 1922.15 feet along the west line thereof, and of Creeks of Legacy West Phase 2, to the POINT OF BEGINNING with the subject tract containing 7,114,865 square feet or 163.335 acres of land.

TRACT TWO - PHASE 3C (38.522 ACRES)

BEING a tract of land situated in the C. Copenhaver Survey, Abstract No. 253, the John M. McKim Survey, Abstract No. 889 City of Celina, Denton County, Texas, being part of a tract described as Tract 1 conveyed to Tellus Texas I, LLC, by deed recorded in Document No. 2021-137876 of the Deed Records, Denton County, Texas with the subject tract being more particularly described as follows:

BEGINNING at a 5/8 inch capped iron rod found at the southernmost west right of way of Sunrise Lane within Mosaic Phase 1B Doc# 2023-284 O.R.D.C.T, same being the westernmost corner of Mosaic Phase 1B, an addition to the City of Celina, Texas;

THENCE S 52°20'47" E, 190.00 feet;

THENCE N 37°39'12" E, 155.00 feet;

THENCE S 52°20'47" E, 70.00 feet;

THENCE S 49°37'48" E, 64.87 feet;

THENCE N 44°48'24" E, 155.00 feet;

THENCE, around a non-tangent curve to the right having a central angle of 12°42'31", a radius of 550.00 feet, a chord of S 38°50'21" E - 121.74 feet, an arc length of 121.99 feet;

THENCE N 57°30'54" E, 50.00 feet;

THENCE N 53°45'23" E, 94.80 feet;

THENCE N 49°58'08" E, 57.51 feet;

THENCE N 56°50'18" E, 57.51 feet;

THENCE N 63°42'27" E, 57.51 feet;

THENCE N 71°21'59" E, 70.71 feet;

THENCE N 85°36'18" E, 50.00 feet;

THENCE N 04°23'42" W, 72.83 feet;

THENCE, around a non-tangent curve to the right having a central angle of 05°22'10", a radius of 375.00 feet, a chord of N 01°43'42" W - 35.13 feet, an arc length of 35.14 feet;

THENCE, around a non-tangent curve to the left having a central angle of 02°31'20", a radius of 425.00 feet, a chord of N 00°10'22" W - 18.71 feet, an arc length of 18.71 feet;

THENCE N 40°34'19" E, 14.70 feet;

THENCE, around a non-tangent curve to the right having a central angle of 11°36'52", a radius of 610.00 feet, a chord of N 89°31'37" E - 123.44 feet , an arc length of 123.65 feet;

THENCE S 00°08'08" E, 91.09 feet;

THENCE S 05°28'41" E, 60.00 feet;

THENCE S 05°27'43" E, 60.00 feet;

THENCE S 05°29'38" E, 60.00 feet;

THENCE S 06°48'57" E, 64.95 feet;

THENCE S 09°20'35" E, 64.84 feet;

THENCE S 11°52'14" E, 64.84 feet;

THENCE S 14°23'44" E, 64.84 feet;

THENCE S 16°55'31" E, 64.84 feet;

THENCE S 16°25'24" E, 62.22 feet;

THENCE S 05°14'15" W, 65.95 feet;

THENCE S 02°33'35" W, 50.00 feet;

THENCE, around a non-tangent curve to the right having a central angle of 07°09'51", a radius of 975.00 feet, a chord of S 83°51'27" E - 121.83 feet, an arc length of 121.91 feet;

THENCE, around a non-tangent curve to the left having a central angle of 07°27'44", a radius of 1225.00 feet, a chord of S 84°00'30" E - 159.43 feet, an arc length of 159.55 feet;

THENCE S 87°44'22" E, 200.61 feet;

THENCE S 44°12'21" E, 14.50 feet;

THENCE, around a non-tangent curve to the right having a central angle of 15°34'23", a radius of 570.00 feet, a chord of S 07°34'30" W - 154.45 feet, an arc length of 154.93 feet;

THENCE S 14°56'45" W, 275.96 feet;

THENCE N 29°47'00" W, 14.21 feet;

THENCE, around a non-tangent curve to the right having a central angle of 06°56'47", a radius of 525.00 feet, a chord of N 70°29'37" W - 63.61 feet, an arc length of 63.65 feet;

THENCE, around a reverse curve to the left having a central angle of 03°02'10", a radius of 1075.00 feet, a chord of N 68°32'19" W - 56.96 feet, an arc length of 56.97 feet;

THENCE S 14°56'44" W, 143.91 feet;

THENCE N 75°03'16" W, 75.49 feet;

THENCE, around a tangent curve to the left with a central angle of 14°23'28", a radius of 1200.00 feet, a chord of N 82°15'00" W - 300.62 feet, an arc length of 301.41 feet;

THENCE N 89°26'44" W, 5.50 feet;

THENCE N 89°40'41" W, 50.00 feet;

THENCE S 85°43'40" W, 179.95 feet;

THENCE, around a non-tangent curve to the left having a central angle of 09°03'48", a radius of 409.53 feet, a chord of S 81°05'16" W - 64.71 feet, an arc length of 64.78 feet;

THENCE, around a non-tangent curve to the right having a central angle of 14°22'51", a radius of 1315.00 feet, a chord of S 83°38'18" W - 329.19 feet, an arc length of 330.06 feet;

THENCE S 89°26'22" W, 50.00 feet;

THENCE N 00°33'38" W, 2.17 feet;

THENCE, around a non-tangent curve to the right having a central angle of 22°48'56", a radius of 1318.73 feet, a chord of N 75°33'00" W - 521.66 feet, an arc length of 525.13 feet;

THENCE, around a non-tangent curve to the left having a central angle of 02°29'07", a radius of 455.00 feet, a chord of N 65°21'07" W - 19.73 feet, an arc length of 19.74 feet;

THENCE N 66°35'40" W, 62.17 feet;

THENCE N 78°40'08" W, 45.63 feet;

THENCE S 89°12'16" W, 122.76 feet;

THENCE N 00°35'35" W, 146.28 feet;

THENCE, around a non-tangent curve to the left having a central angle of 01°40'53", a radius of 525.00 feet, a chord of S 85°28'18" W - 15.41 feet, an arc length of 15.41 feet;

THENCE S 84°37'51" W, 17.28 feet;

THENCE N 05°22'09" W, 50.00 feet;

THENCE N 45°06'46" E, 15.43 feet;

THENCE, along a non-tangent curve to the right having a central angle of 14°34'16", a radius of 275.00 feet, a chord of N 13°55'18" E - 69.75 feet, an arc length of 69.94 feet;

THENCE N 21°12'26" E, 210.09 feet;

THENCE N 33°08'40" E, 530.86 feet;

THENCE S 52°20'47" E, 79.98 feet to the **POINT OF BEGINNING** with subject tract containing 1,678,018 square feet or 38.522 acres of land.

MOSAIC PHASES 1 – 5 LEGAL DESCRIPTION

TRACT 1 LEGAL DESCRIPTION

BEING a tract of land situated in the P. Roberts Survey, Abstract No. 1115, the C. Copenhaver Survey, Abstract No. 253, the Anthony Phillips Survey, Abstract No. 1028, the John M. McKim Survey, Abstract No. 889, the John Morton Survey, Abstract No. 791, and the A. Thomason Survey, Abstract No. 1265, City of Celina, Denton County, Texas, being part of a tract described as Tract 1 conveyed to Tellus Texas I, LLC, by deed recorded in Document No. 2021-137876 of the Deed Records, Denton County, Texas with the subject tract being more particularly described as follows:

BEGINNING at a point from which a ½" iron rod with plastic cap stamped "SPIRSENG" set for the south corner of Lot 27, Block N, Creeks of Legacy West Phase 2, an addition to the City of Celina recorded in Document No. 2020-80, Plat Records, Denton County, Texas (PRDCT), and being the northwest corner of the right-of-way of Keya Drive, bears N 00°29'18" W, a distance of 413.17 feet;

THENCE N 89°30'42" W, 219.87 feet;

THENCE around a tangent curve to the left with a central angle of 13°53'59", a radius of 220.00 feet, a chord of S 83°32'18" W - 53.24 feet, an arc length of 53.37 feet;

THENCE S 76°35'18" W, 355.59 feet;

THENCE around a tangent curve to the right with a central angle of 06°12'51", a radius of 280.00 feet;, a chord of S 79°41'44" W - 30.35 feet, an arc length of 30.37 feet;

THENCE S 39°54'53" W, 14.41 feet;

THENCE around a non-tangent curve to the right with a central angle of 00°03'46, a radius of 3030.00 feet, a chord of S 03°55'05" E - 3.32 feet, an arc length of 3.32 feet;

THENCE S 03°53'11" E, 273.56 feet;

THENCE around a tangent curve to the right with a central angle of 27°48'09", a radius of 630.00 feet, a chord of S 10°00'53" W - 302.71 feet, an arc length of 305.70 feet;

THENCE around a compound curve to the right with a central angle of 05°04'18", a radius of 830.00 feet, a chord of S 26°27'07" W - 73.45 feet, an arc length of 73.47 feet;

THENCE S 28°59'16" W, 65.25 feet;

THENCE S 14°01'33" E, 14.62 feet;

THENCE around a non-tangent curve to the right with a central angle of 18°03'19", a radius of 505.00 feet, a chord of S 47°26'40" E - 158.48 feet, an arc length of 159.14 feet;

THENCE S 89°30'42" E, 557.82 feet;

THENCE N 00°29'18" E, 200.05 feet;

THENCE S 89°31'20" E, 70.00 feet;

THENCE S 00°29'18" W, 270.07 feet, passing a 5/8” iron rod with plastic cap found for the southwest corner of Lot 10X, Block P, Creeks of Legacy West Phase 2;

THENCE N 89°28'41" E, 1269.96 feet;

THENCE N 89°28'53" E, 468.56 feet;

THENCE S 00°29'23" W, 59.98 feet;

THENCE S 89°28'41" W, 467.50 feet;

THENCE around a tangent curve to the left with a central angle of 41°14'26", a radius of 1040.00 feet, a chord of S 68°51'28" W – 732.52 feet, an arc length of 748.58 feet;

THENCE S 05°12'43" E, 24.13 feet;

THENCE S 58°06'38" E, 169.72 feet;

THENCE around a tangent curve to the left with a central angle of 19°09'49", a radius of 675.00 feet, a chord of S 67°41'32" E - 224.71 feet, an arc length of 225.76 feet;

THENCE S 77°16'26" E, 46.84 feet;

THENCE S 12°43'34" W, 607.42 feet;

THENCE around a tangent curve to the right with a central angle of 05°46'29", a radius of 525.00 feet, a chord of S 15°36'48" W - 52.89 feet, an arc length of 52.91 feet;

THENCE S 18°30'03" W, 535.21 feet;

THENCE S 26°29'57" E, 14.14 feet;

THENCE S 71°29'57" E, 136.95 feet;

THENCE S 18°30'03" W, 277.94 feet;

THENCE around a tangent curve to the left with a central angle of 19°22'07", a radius of 475.00 feet, a chord of S 08°48'59" W - 159.81 feet, an arc length of 160.57 feet;

THENCE S 00°52'04" E, 169.03 feet;

THENCE S 00°52'04" E, 300.19 feet;

THENCE S 00°52'04" E, 70.03 feet;

THENCE S 87°25'58" W, 10.60 feet;

THENCE around a tangent curve to the right with a central angle of 01°48'20", a radius of 1030.00 feet;, a chord of S 88°20'08" W - 32.46 feet, an arc length of 32.46 feet;

THENCE S 89°14'18" W, 877.70 feet;

THENCE around a tangent curve to the right with a central angle of 41°07'26", a radius of 380.00 feet;, a chord of N 70°11'59" W - 266.93 feet, an arc length of 272.74 feet;

THENCE N 66°40'53" W, 16.02 feet;

THENCE S 43°58'51" W, 106.19 feet;

THENCE S 89°07'18" W, 63.41 feet;

THENCE N 30°09'52" W, 150.00 feet;

THENCE around a curve to the left having a central angle of 05°16'21", a radius of 1499.99 feet; a chord of N 57°11'46" E - 137.98, an arc length of 138.03 feet;

THENCE N 80°36'06" W, 57.53 feet;

THENCE around a curve to the left having a central angle of 23°15'13", a radius of 1460.00 feet; a chord of N 67°47'29" E – 588.49, an arc length of 592.55 feet;

THENCE S 89°07'18" W, 261.04 feet;

THENCE S 89°08'14" W, 3173.39 feet;

THENCE N 00°35'35" W, 1156.84 feet;

THENCE N 02°45'46" W, 331.09 feet;

THENCE N 64°25'29" E, 414.33 feet;

THENCE N 89°59'57" E, 333.20 feet;

THENCE S 68°47'49" E, 401.09 feet;

THENCE S 05°28'41" E, 130.58 feet;

THENCE around a non-tangent curve to the right having a central angle of 19°37'50", a radius of 325.00 feet, a chord of S 19°35'46" E - 110.81 feet, an arc length of 111.35 feet;

THENCE N 84°37'51" E, 102.78 feet;

THENCE N 45°06'46" E, 15.43 feet;

THENCE around a non-tangent curve to the right having a central angle of 14°34'16", a radius of 275.00 feet, a chord of N 13°55'18" E - 69.75 feet, an arc length of 69.94 feet;

THENCE N 21°12'26" E, 210.09 feet;

THENCE N 33°08'40" E, 1522.09 feet;

THENCE around a non-tangent curve to the left having a central angle of 50°22'16", a radius of 125.00 feet, a chord of N 11°46'51" E - 106.39 feet, an arc length of 109.89 feet;

THENCE N 12°34'46" W, 852.77 feet to a 5/8” iron rod with plastic cap found;

THENCE N 23°25'03" E, 85.37 feet;

THENCE N 09°02'24" E, 282.82 feet;

THENCE N 09°51'08" W, 93.26 feet;

THENCE N 25°30'34" E, 76.43 feet;

THENCE N 37°34'49" E, 96.04 feet;

THENCE N 02°53'54" E, 59.63 feet;

THENCE N 48°56'21" W, 73.01 feet;

THENCE N 20°57'08" E, 57.61 feet;

THENCE S 84°17'00" E, 73.49 feet;

THENCE N 29°38'33" E, 196.61 feet;

THENCE N 22°08'17" E, 70.55 feet;

THENCE N 55°11'46" E, 88.12 feet;

THENCE N 79°40'16" E, 56.49 feet;

THENCE N 70°14'51" E, 79.99 feet;

THENCE N 10°52'32" E, 30.16 feet;

THENCE N 56°12'39" E, 264.70 feet;

THENCE N 79°15'33" E, 121.22 feet;

THENCE N 46°14'13" E, 196.10 feet;

THENCE N 62°02'45" E, 211.19 feet;

THENCE N 43°21'03" E, 516.67 feet;

THENCE N 32°11'00" E, 171.63 feet;

THENCE N 45°50'23" E, 68.42 feet;

THENCE N 86°58'27" E, 48.21 feet;

THENCE N 33°45'23" E, 40.01 feet;

THENCE N 04°37'08" E, 46.91 feet;

THENCE N 54°49'32" E, 27.64 feet;

THENCE N 27°58'53" E, 28.59 feet;

THENCE N 72°13'50" E, 79.12 feet;

THENCE N 65°38'37" E, 100.22 feet;

THENCE S 85°07'20" E, 277.74 feet;

THENCE N 68°12'55" E, 65.00 feet;

THENCE N 84°05'21" E, 46.90 feet;

THENCE S 73°03'23" E, 91.25 feet;

THENCE N 81°08'08" E, 72.01 feet;

THENCE N 26°52'11" E, 76.58 feet;

THENCE N 76°02'36" E, 29.69 feet;

THENCE S 59°43'25" E, 35.77 feet;

THENCE S 75°08'35" E, 67.52 feet;

THENCE S 00°29'18" W, 2335.32 feet to the **POINT OF BEGINNING** with the subject tract containing 19,043,905 square feet or 437.188 acres of land.

MOSAIC FUTURE PHASES (3A, 3B, 4, AND 5)

TRACT 1 LEGAL DESCRIPTION

BEING a tract of land situated in the C. Copenhaver Survey, Abstract No. 253, and the John M. McKim Survey, City of Celina, Denton County, Texas, being part of a tract described as Tract 1 conveyed to Tellus Texas I, LLC, by deed recorded in Document No. 2021-137876 of the Deed Records, Denton County, Texas with the subject tract being more particularly described as follows:

BEGINNING at a point from which an ”X” found in concrete for the intersection of the centerline of Triadic Lane and the centerline of Miscellany Lane bears N 83°57'53" W, a distance of 205.51 feet;

THENCE N 14°56'44" E, 82.93 feet;

THENCE around a tangent curve to the right with a central angle of 84°32'16", a radius of 40.00 feet, a chord of N 57°12'52" E - 53.81 feet, an arc length of 59.02 feet;

THENCE around a reverse curve to the left with a central angle of 14°23'55", a radius of 259.00 feet, a chord of S 87°42'57" - 64.92 feet, an arc length of 65.09 feet;

THENCE around a reverse curve to the right with a central angle of 11°06'46", a radius of 1191.00 feet, a chord of S 89°21'32" E - 230.64 feet, an arc length of 231.00 feet;

THENCE S 83°47'59" E, 61.07 feet;

THENCE S 14°01'46" E, 15.98 feet;

THENCE S 04°11'51" W, 1.74 feet;

THENCE S 85°48'09" E, 50.00 feet;

THENCE N 22°52'00" E, 15.61 feet;

THENCE around a non-tangent curve to the right having a central angle of 13°42'18", a radius of 791.00 feet, a chord of S 76°21'54" E - 188.75 feet, an arc length of 189.20 feet;

THENCE S 69°30'45" E, 277.74 feet;

THENCE S 66°35'18" E, 40.00 feet;

THENCE around a non-tangent curve to the right having a central angle of 65°47'33", a radius of 1340.00 feet, a chord of S 56°18'29" W - 1455.56 feet, an arc length of 1538.72 feet;

THENCE S 89°12'16" W, 3185.90 feet;

THENCE N 00°35'35" W, 1053.99 feet;

THENCE N 02°45'46" W, 331.09 feet;

THENCE N 64°25'29" E, 414.33 feet;

THENCE N 89°59'57" E, 333.20 feet;

THENCE S 68°47'49" E, 401.09 feet;

THENCE S 05°28'41" E, 130.58 feet;

THENCE around a non-tangent curve to the right having a central angle of 19°37'50", a radius of 325.00 feet, a chord of S 19°35'46" E - 110.81 feet, an arc length of 111.35 feet;

THENCE N 84°37'51" E, 102.78 feet;

THENCE S 05°22'09" E, 50.00 feet;

THENCE N 84°37'51" E, 17.28 feet;

THENCE around a tangent curve to the right with a central angle of 01°40'53", a radius of 525.00 feet, a chord of N 85°28'18" E - 15.41 feet, an arc length of 15.41 feet;

THENCE S 00°35'35" E, 146.28 feet;

THENCE N 89°12'16" E, 122.76 feet;

THENCE S 78°40'08" E, 45.63 feet;

THENCE S 66°35'40" E, 62.17 feet;

THENCE around a tangent curve to the right with a central angle of 02°29'07", a radius of 455.00 feet, a chord of S 65°21'07" E - 19.73 feet, an arc length of 19.74 feet;

THENCE around a non-tangent curve to the left having a central angle of 22°48'56", a radius of 1318.73 feet, a chord of S 75°33'00" E - 521.66 feet, an arc length of 525.13 feet;

THENCE S 00°33'38" E, 2.17 feet;

THENCE N 89°26'22" E, 50.00 feet;

THENCE around a non-tangent curve to the left having a central angle of 14°19'46", a radius of 1315.00 feet, a chord of N 83°39'51" E - 328.02 feet, an arc length of 328.88 feet;

THENCE around a non-tangent curve to the right having a central angle of 09°13'42", a radius of 409.53 feet, a chord of N 81°00'19" E - 65.89 feet, an arc length of 65.96 feet;

THENCE N 85°43'40" E, 179.95 feet;

THENCE S 89°40'41" E, 50.00 feet;

THENCE S 89°26'44" E, 5.50 feet;

THENCE around a tangent curve to the right with a central angle of 14°23'28" a radius of 1200.00 feet, a chord of S 82°15'00" E - 300.62 feet, an arc length of 301.41 feet;

THENCE S 75°03'16" E, 75.49 feet;

THENCE N 14°56'44" E, 143.91 feet;

THENCE around a non-tangent curve to the right having a central angle of 03°02'10", a radius of 1075.00 feet, a chord of S 68°32'19" E - 56.96 feet, an arc length of 56.97 feet;

THENCE around a reverse curve to the left with a central angle of 06°56'47", a radius of 525.00 feet, a chord of S 70°29'37" E - 63.61 feet, an arc length of 63.65 feet;

THENCE S 29°47'00" E, 14.21 feet;

THENCE S 75°03'30" E, 50.00 feet;

THENCE N 59°56'37" E, 14.14 feet;

THENCE S 75°03'30" E, 104.35 feet;

THENCE around a tangent curve to the left with a central angle of 03°50'12", a radius of 1225.00 feet, a chord of S 76°58'36" E - 82.01 feet, an arc length of 82.03 feet;

THENCE N 11°06'18" E, 50.00 feet;

THENCE N 59°46'22" W, 15.52 feet; to the **POINT OF BEGINNING** with the subject tract containing 4,317,766 square feet or 99.122 acres of land.

TRACT 2 LEGAL DESCRIPTION

BEING a tract of land situated in the John M. McKim Survey, City of Celina, Denton County, Texas, being part of a tract described as Tract 1 conveyed to Tellus Texas I, LLC, by deed recorded in Document No. 2021-137876 of the Deed Records, Denton County, Texas with the subject tract being more particularly described as follows:

BEGINNING at a point from which an ”X” found in concrete for the intersection of the centerline of Triadic Lane and the centerline of Miscellany Lane bears N 39°01'49" W, a distance of 1097.66 feet;

THENCE around a curve to the left having a central angle of 05°16'21", a radius of 1499.99 feet; a chord of N 57°11'46" E - 137.98, an arc length of 138.03 feet;

THENCE N 80°36'06" W, 57.53 feet;

THENCE around a non-tangent curve to the left having a central angle of 35°40'37", a radius of 1460.00 feet, a chord of N 38°19'34" - 894.50 feet, an arc length of 909.11 feet;

THENCE N 20°29'15" E, 1113.94 feet;

THENCE around a tangent curve to the right with a central angle of 27°45'00", a radius of 1040.00 feet, a chord of N 34°21'45" E - 498.79 feet, an arc length of 503.70 feet to a point from which a 5/8” iron rod found for the southwest corner of Lot 10X, Block P, Creeks of Legacy West Phase 2, an addition recorded in Document No. 2020-80, Plat Records, Denton county, Texas (PRDCT), bears N 56°52'50" E, a distance of 700.47 feet;

THENCE S 05°12'43" E, 24.13 feet;

THENCE S 58°06'38" E, 169.72 feet;

THENCE around a tangent curve to the left with a central angle of 19°09'49", a radius of 675.00 feet, a chord of S 67°41'32" E - 224.71 feet, an arc length of 225.76 feet;

THENCE S 77°16'26" E, 46.84 feet;

THENCE S 12°43'34" W, 607.42 feet;

THENCE around a tangent curve to the right with a central angle of 05°46'29", a radius of 525.00 feet, a chord of S 15°36'48" W - 52.89 feet, an arc length of 52.91 feet;

THENCE S 18°30'03" W, 535.21 feet;

THENCE S 26°29'57" E, 14.14 feet;

THENCE S 71°29'57" E, 136.95 feet;

THENCE S 18°30'03" W, 277.94 feet;

THENCE around a tangent curve to the left with a central angle of 19°22'07", a radius of 475.00 feet, a chord of S 08°48'59" W - 159.81 feet, an arc length of 160.57 feet;

THENCE S 00°52'04" E, 539.25 feet;

THENCE S 87°25'58" W, 10.60 feet;

THENCE around a tangent curve to the right with a central angle of 01°48'20", a radius of 1030.00 feet, a chord of S 88°20'08" W - 32.46 feet, an arc length of 32.46 feet;

THENCE S 89°14'18" W, 877.70 feet;

THENCE around a tangent curve to the right with a central angle of 41°07'26", a radius of 380.00 feet, a chord of N 70°11'59" W - 266.93 feet, an arc length of 272.74 feet;

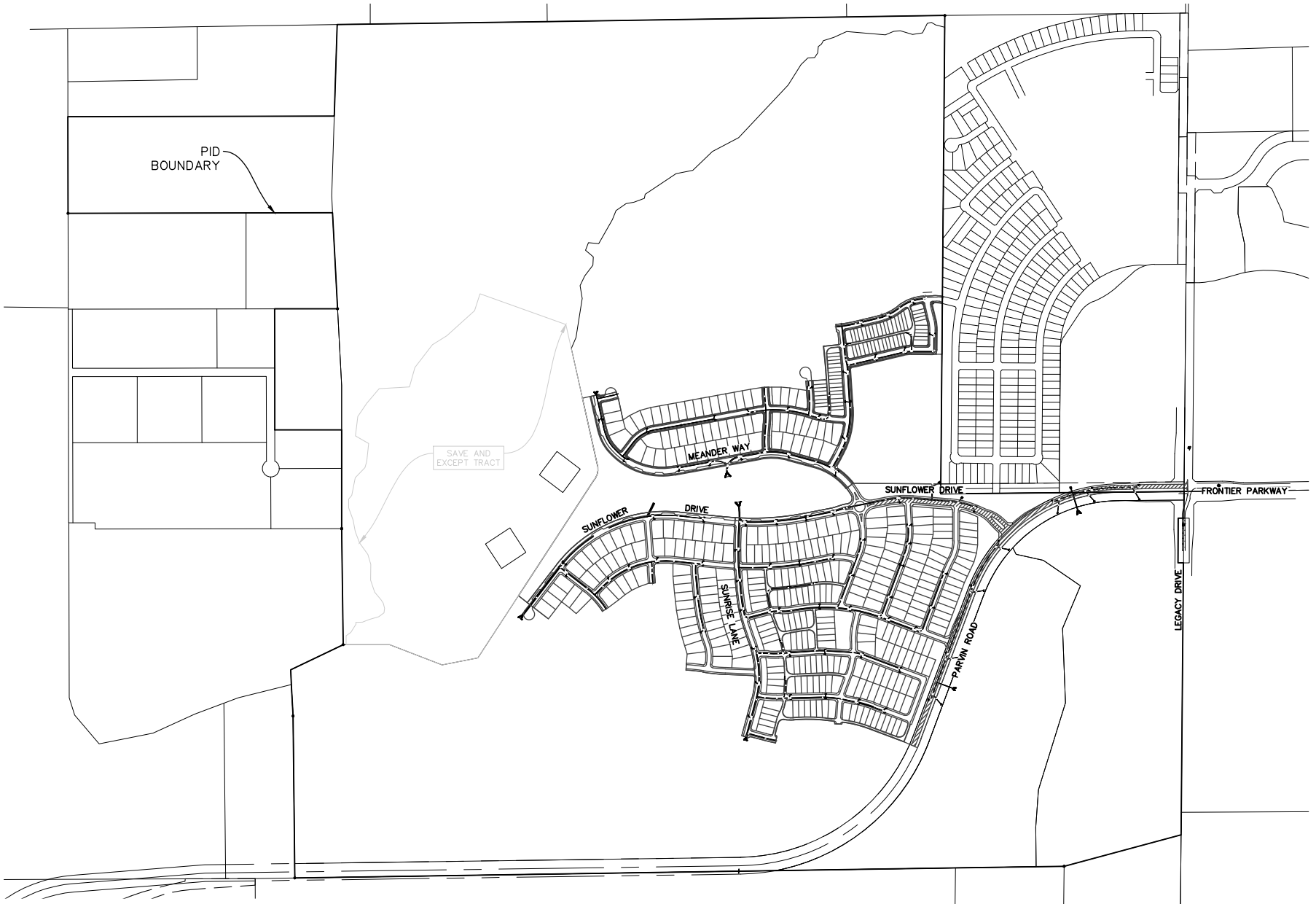
THENCE N 66°40'53" W, 16.02 feet;

THENCE S 43°58'51" W, 106.19 feet;

THENCE S 89°07'18" W, 63.41 feet;

THENCE N 30°09'52" W, 150.00 feet to the POINT OF BEGINNING with the subject tract containing 1,915,281 square feet or 43.969 acres of land.

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS



PID EXHIBIT MAJOR IMPROVEMENTS

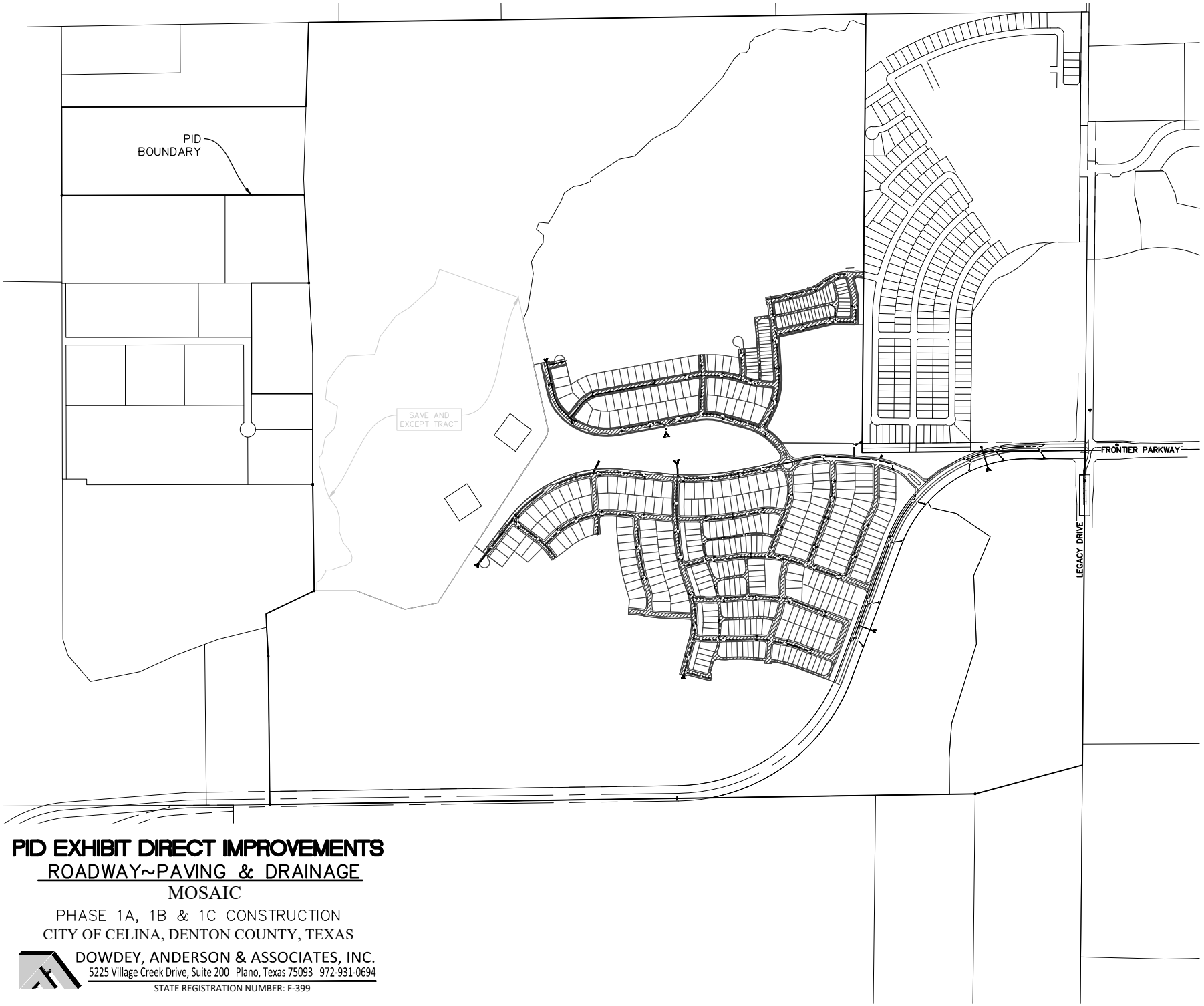
ROADWAY~PAVING & DRAINAGE

MOSAIC

PHASE 1A, 1B & 1C CONSTRUCTION

CITY OF CELINA, DENTON COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399



PID EXHIBIT DIRECT IMPROVEMENTS

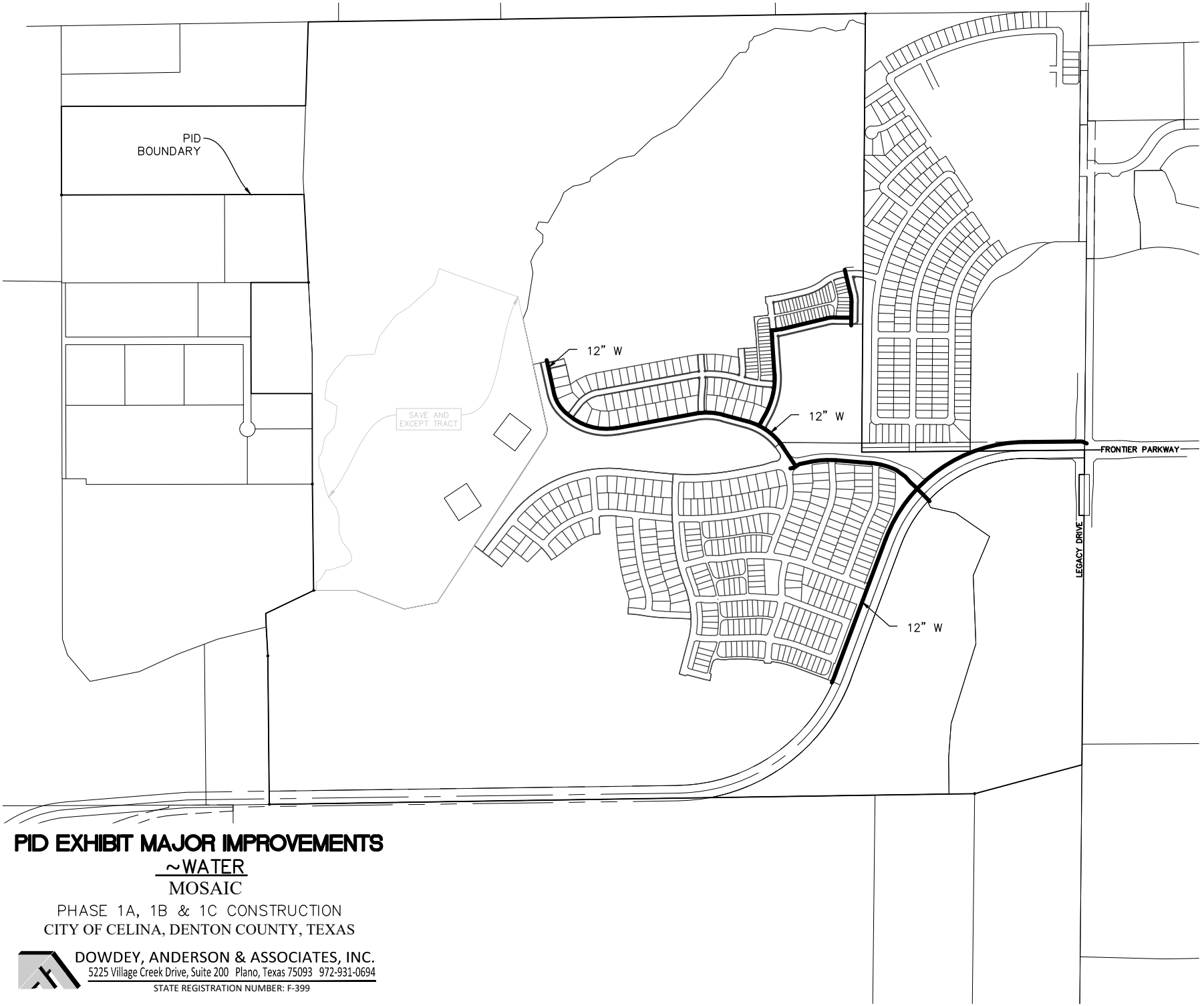
ROADWAY~PAVING & DRAINAGE

MOSAIC

PHASE 1A, 1B & 1C CONSTRUCTION

CITY OF CELINA, DENTON COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399



PID EXHIBIT MAJOR IMPROVEMENTS

~WATER

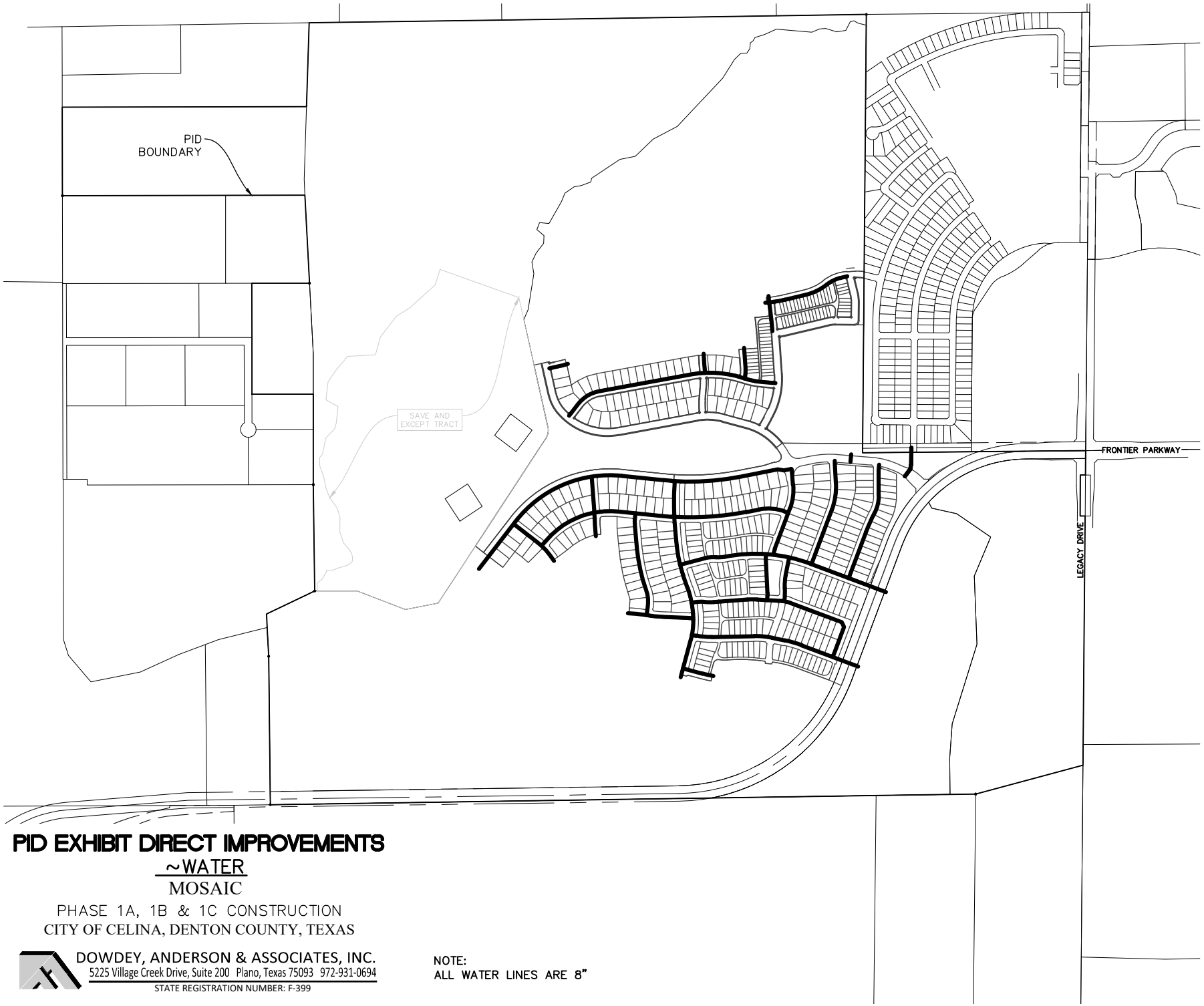
MOSAIC

PHASE 1A, 1B & 1C CONSTRUCTION

CITY OF CELINA, DENTON COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

03–11–2022



PID EXHIBIT DIRECT IMPROVEMENTS

~WATER

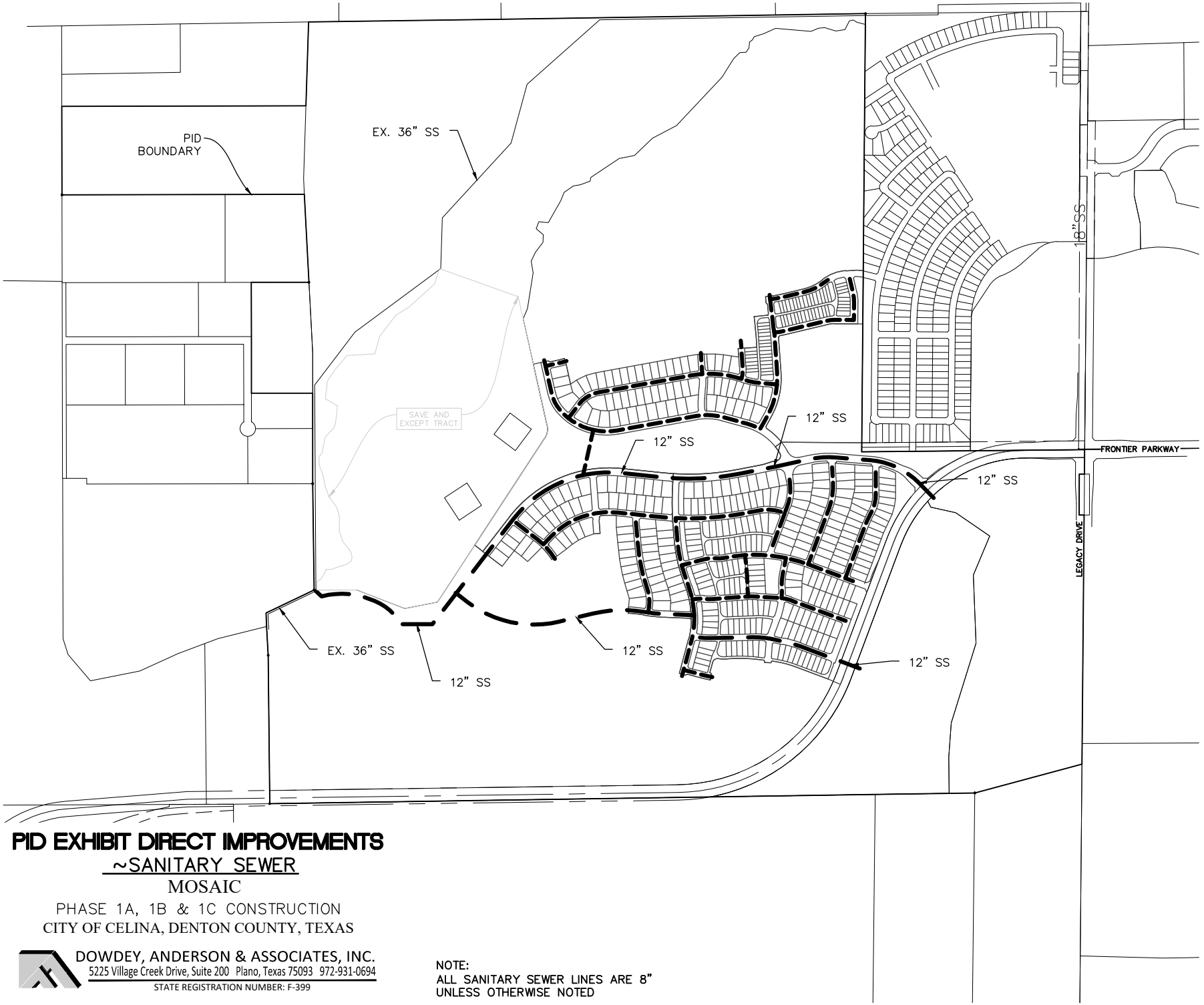
MOSAIC

PHASE 1A, 1B & 1C CONSTRUCTION

CITY OF CELINA, DENTON COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

NOTE:
ALL WATER LINES ARE 8"



PID EXHIBIT DIRECT IMPROVEMENTS

~SANITARY SEWER

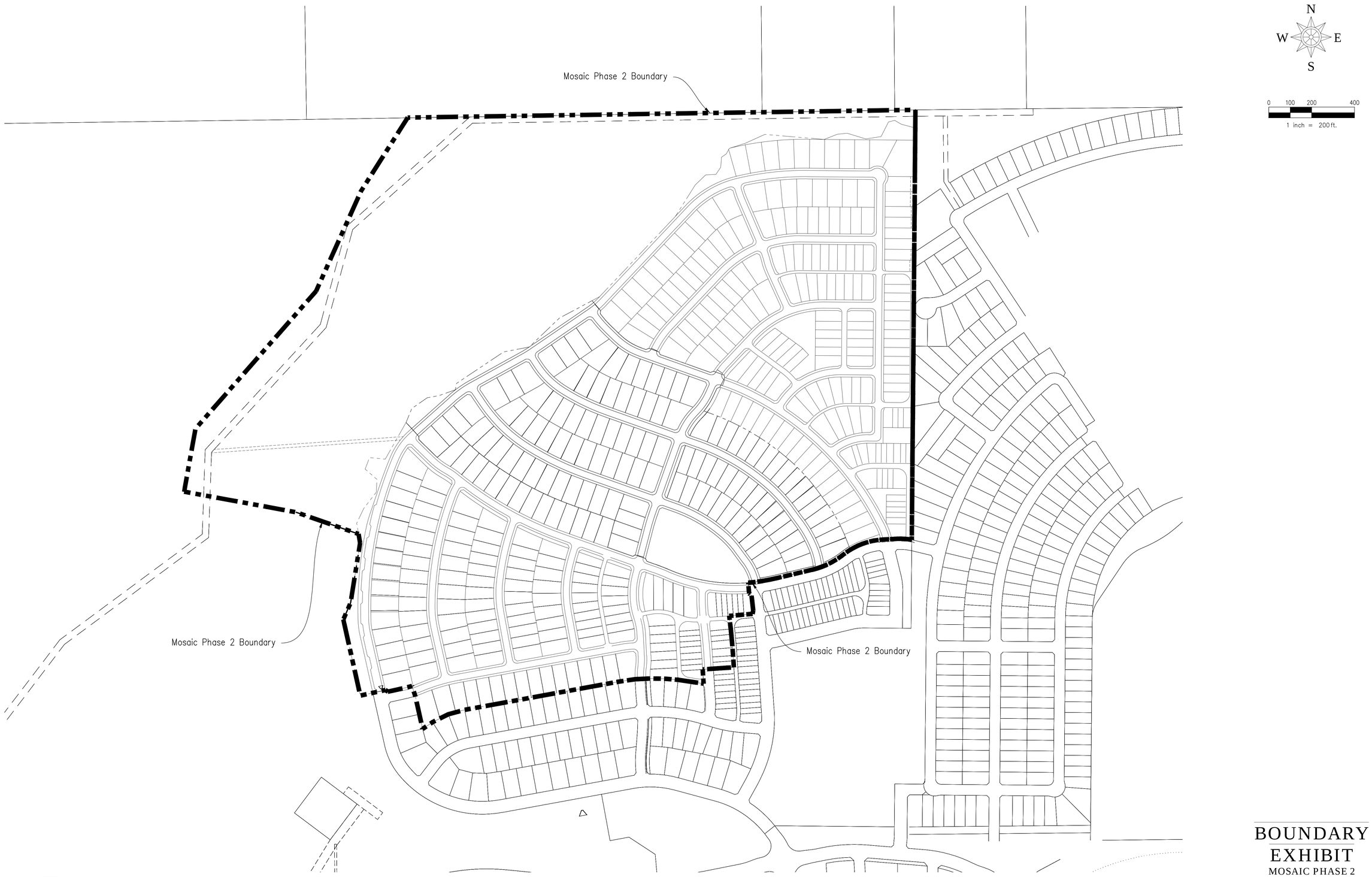
MOSAIC

PHASE 1A, 1B & 1C CONSTRUCTION

CITY OF CELINA, DENTON COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

NOTE:
ALL SANITARY SEWER LINES ARE 8"
UNLESS OTHERWISE NOTED



BOUNDARY EXHIBIT

MOSAIC PHASE 2
CITY OF CELINA, DENTON COUNTY, TEXAS

SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

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DIRECT WATER IMPROVEMENTS

MOSAIC PHASE 2
CITY OF CELINA, DENTON COUNTY, TEXAS

SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

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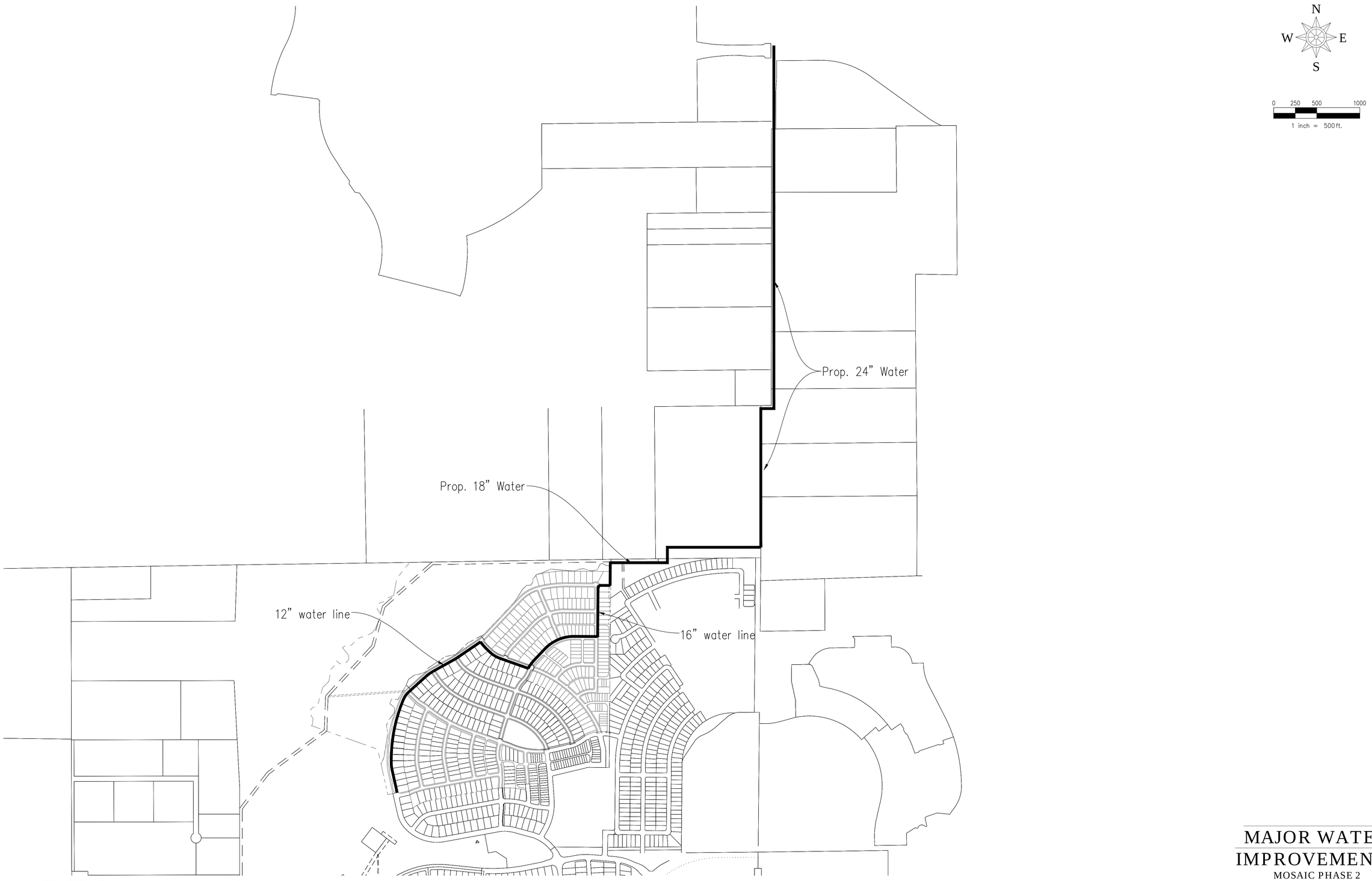

MAJOR WATER IMPROVEMENTS

MOSAIC PHASE 2
CITY OF CELINA, DENTON COUNTY, TEXAS

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ENGINEERING & SURVEYING
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TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com



N
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0 100 200 400
1 inch = 200 ft.

DIRECT SEWER IMPROVEMENTS

MOSAIC PHASE 2
CITY OF CELINA,
DENTON COUNTY, TEXAS

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

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1 inch = 200 ft.

DIRECT PAVING IMPROVEMENTS

MOSAIC PHASE 2
CITY OF CELINA, DENTON COUNTY, TEXAS

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

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Plotted by: andrea.alcantar Plot Date: 7/31/2024 5:25 PM



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1 inch = 80 ft.

BOUNDARY EXHIBIT

MOSAIC PHASE 3C
CITY OF CELINA, DENTON COUNTY,
TEXAS

SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

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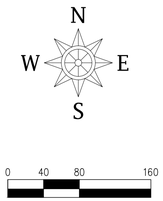
DIRECT SANITARY SEWER IMPROVEMENTS

MOSAIC PHASE 3C
CITY OF CELINA, DENTON COUNTY, TEXAS

SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com





DIRECT WATER IMPROVEMENTS

MOSAIC PHASE 3C
CITY OF CELINA, DENTON COUNTY, TEXAS

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

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DIRECT PAVING IMPROVEMENTS

MOSAIC PHASE 3C
CITY OF CELINA, DENTON COUNTY, TEXAS

SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

Drawing: G:\2022_JOBS\22-051 Mosaic Phase 3A\ENGINEERING\PSP\PS Documents\CAD files\Phase 3C.dwg Saved By: Andrea.dicarlo Save Time: 7/31/2024 1:19:31 PM
Plotted by: andrea.dicarlo Plot Date: 7/31/2024 1:20 PM

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 ***Mosaic 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 Denton 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 DENTON §

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 Denton 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 DENTON §

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 Denton 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 seven Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 70 feet, as provided by the development standards shown in the Development Agreement.

"Lot Type 2" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 60 feet, as provided by the development standards shown in the Development Agreement.

"Lot Type 3" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet, as provided by the development standards shown in the Development Agreement.

"Lot Type 4" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 40 feet, as provided by the development standards shown in the Development Agreement.

"Lot Type 5" means lots identified as such on the Assessment Roll, which are referred to as "Townhomes" and being generally lots for an attached single family dwelling unit on individually platted lots, as provided by the development standards shown in the Development Agreement.

"Lot Type 6" means lots identified as such on the Assessment Roll, which are referred to as multi-family units and being generally dwelling units or suite of rooms on one or more floors of a multi-family building, as provided by the development standards shown in the Development Agreement.

"Lot Type 7" means lots identified as such on the Assessment Roll, being lots typically zoned as commercial, as provided by the development standards shown in the Development Agreement.

A) Proposed Development

Table F-1.1 shows the original proposed residential units to be developed within the PID.

Table F-1.1
Proposed Development within the PID – Original

Proposed Development	Quantity	Measurement
Residential:		
Single-Family - 70 Ft	161	Units
Single-Family - 60 Ft	488	Units
Single-Family - 50 Ft	465	Units
Single-Family - 40 Ft	356	Units
Townhomes	210	Units
Multi-Family	336	Units
Subtotal - Residential	**2,016**	**Units**
Non-Residential:		
Commercial	56	1,000 GSF
Subtotal – Non-Residential	**56**	**1,000 GSF**

Table F-1.2 shows the revised proposed residential units to be developed within the PID.

Table F-1.2
Proposed Development within the PID – Revised

Proposed Development	Quantity	Measurement
Residential:		
Single-Family - 70 Ft	184	Units
Single-Family - 60 Ft	456	Units
Single-Family - 50 Ft	465	Units
Single-Family - 40 Ft	355	Units
Townhomes	210	Units
Multi-Family	350	Units
Subtotal - Residential	**2,020**	**Units**
Non-Residential:		
Commercial	30	1,000 GSF
Subtotal – Non-Residential	**30**	**1,000 GSF**

Table F-2 shows the proposed residential units within Phase #1.

Table F-2
Proposed Development – Phase #1

Description	Proposed Development	
Single-Family - 70 Ft	62	Units
Single-Family - 60 Ft	109	Units
Single-Family - 50 Ft	110	Units
Single-Family - 40 Ft	86	Units
Townhomes	68	Units
Total	**435**	**Units**

Table F-3 shows the proposed residential units within Improvement Area #2.

Table F-3
Proposed Development – Improvement Area #2

Description	Phase #2	Phase #3C	Proposed Development	
Single-Family - 70 Ft	60	62	122	Units
Single-Family - 60 Ft	114	68	182	Units
Single-Family - 50 Ft	141	0	141	Units
Single-Family - 40 Ft	99	0	99	Units
Townhomes	47	0	47	Units
Total	**461**	**130**	**591**	**Units**

Table F-4 shows the proposed residential units within Phases #3A, 3B, 4, and 5.

Table F-4
Proposed Development – Phases #3A, 3B, 4, and 5

Description	Proposed Development	
Residential:		
Single-Family - 60 Ft	165	Units
Single-Family - 50 Ft	214	Units
Single-Family - 40 Ft	170	Units
Townhomes	95	Units
Total	644	**Units**

B) Calculation of Equivalent Units

As explained under Section V.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements to be allocated to the Assessed Property receiving benefit from such Authorized Improvements by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 70 Ft, 60 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 original classifications (from Lot Type 1 (70 Ft Lots) representing the highest value to Lot Type 5 (Townhomes) representing the lowest value for single-family residential lots as well as Lot Type 6 (Multi-Family), and Lot Type 7 (Commercial)) are set forth in Table F-5.1. Assessments are

allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (70 Ft Lots) to 1.0.

Table F-5.1
Equivalent Unit Factors – Original (Major Improvements)

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (70 Ft)	$798,000	1.00	per dwelling unit
Lot Type 2 (60 Ft)	$670,000	0.84	per dwelling unit
Lot Type 3 (50 Ft)	$633,000	0.79	per dwelling unit
Lot Type 4 (40 Ft)	$468,000	0.59	per dwelling unit
Lot Type 5 (Townhomes)	$374,000	0.47	per dwelling unit
Lot Type 6 (Multi-Family)	$145,000	0.18	per dwelling unit
Lot Type 7 (Commercial)	$225,000	0.28	per 1,000 GSF

The Equivalent Unit calculations described above were revised by the City Council in 2024 following changes to the development process and the request from the Developer. These classifications were reduced to remove Lot Type 6 (Multi-Family) and Lot Type 7 (Commercial), as shown in Table F-5.2.

Table F-5.2
Equivalent Unit Factors – Phases #1-5 - 2024 Revised (Major Improvements)

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (70 Ft)	$798,000	1.00	per dwelling unit
Lot Type 2 (60 Ft)	$670,000	0.84	per dwelling unit
Lot Type 3 (50 Ft)	$633,000	0.79	per dwelling unit
Lot Type 4 (40 Ft)	$468,000	0.59	per dwelling unit
Lot Type 5 (Townhomes)	$374,000	0.47	per dwelling unit

The original total estimated Equivalent Units for the Future Phases are shown in Table F-6.1 as calculated based on the Equivalent Unit factors shown in Table F-5.1, estimated Lot Types and the original number of units estimated to be built within the Future Phases.

Table F-6.1
Estimated Equivalent Units – Future Phases – Original (Major Improvements)

Lot Type	Planned No. of Units/1,000 GSF	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70 Ft)	99	1.00	99.00
Lot Type 2 (60 Ft)	379	0.84	318.21
Lot Type 3 (50 Ft)	355	0.79	281.60
Lot Type 4 (40 Ft)	270	0.59	158.35
Lot Type 5 (Townhomes)	142	0.47	66.55
Lot Type 6 (Multi-Family)	336	0.18	61.05
Lot Type 7 (Commercial)	56	0.28	15.79
Total	**1,637**		**1,000.55**

The updated total estimated Equivalent Units for the Phases #3A, 3B, 4, and 5 are shown in Table F-6.2 as calculated based on the Equivalent Unit factors shown in Table F-5.2, estimated Lot Types and the 2024 revised number of units estimated to be built within the Phases #3A, 3B, 4, and 5.

Table F-6.2
Estimated Equivalent Units –Phases #3A, 3B, 4, and 5 – 2024 Revised (Major Improvements)

Lot Type	Planned No. of Units/1,000 GSF	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70 Ft)	0	1.00	0.00
Lot Type 2 (60 Ft)	165	0.84	138.53
Lot Type 3 (50 Ft)	214	0.79	169.75
Lot Type 4 (40 Ft)	170	0.59	99.70
Lot Type 5 (Townhomes)	95	0.47	44.52
Total	**644**		**452.51**

The total estimated Equivalent Units for Phase #1 are shown in Table F-7 as calculated based on the Equivalent Unit factors shown in Table F-5.2, estimated Lot Types and number of units estimated to be built within Phase #1.

Table F-7
Estimated Equivalent Units – (Phase #1 Improvements and Major Improvements)

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70 Ft)	62	1.00	62.00
Lot Type 2 (60 Ft)	109	0.84	91.52
Lot Type 3 (50 Ft)	110	0.79	87.26
Lot Type 4 (40 Ft)	86	0.59	50.44
Lot Type 5 (Townhomes)	68	0.47	31.87
Total	**435**		**323.08**

The total estimated Equivalent Units for Improvement Area #2 with respect to allocation of the Initial Major Improvements and the Additional Major Improvements are shown in Table F-8 as calculated based on the Equivalent Unit factors shown in Table F-5.2, estimated Lot Types and number of units estimated to be built within Improvement Area #2. The total estimated Equivalent Units for Improvement Area #2 with respect to allocation of the Improvement Area #2 Projects at the time the Assessments were levied for Improvement Area #2 are shown in Table F-15.

Table F-8
Estimated Equivalent Units - Improvement Area #2 (Major Improvements)

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70 Ft)	122	1.00	122.00
Lot Type 2 (60 Ft)	182	0.84	152.81
Lot Type 3 (50 Ft)	141	0.79	111.85
Lot Type 4 (40 Ft)	99	0.59	58.06
Lot Type 5 (Townhomes)	47	0.47	22.03
Total	**591**		**466.74**

C) Original Allocation of Assessments to Lots within Phase # 1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Series 2023 Phase #1 Bonds and Phase #1 Reimbursement Agreement Obligation, which represents the total Assessment originally to be allocated on all Parcels within Phase #1, is $22,348,000. As shown in Table F-7, there are a total of 323.08 estimated Equivalent Units in Phase #1, resulting in an original Assessment per Equivalent Unit of $69,172.22.

The original Assessment per dwelling unit within Phase #1 is calculated as the product of (i) $69,172.22 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 1 (70 Ft Lot) dwelling unit is $69,172.22 (i.e., $69,172.22 x 1.00). The original Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $58,076.92 (i.e., $69,172.22 x 0.84). The original Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $54,869.69 (i.e., $69,172.22 x 0.79). The original Assessment for a Lot Type 4

(40 Ft Lot) dwelling unit is $40,567.16 (i.e., $69,172.22 x 0.59). The original Assessment for a Lot Type 5 (Townhomes) dwelling unit is $32,419.06 (i.e., $69,172.22 x 0.47). Table F-9 sets forth the original Assessment per dwelling unit for each Lot Type in Phase #1.

Table F-9
Assessment Per Unit – Phase #1 - Original

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (70 Ft)	62	$69,172.22	1.00	$69,172.22	per dwelling unit	$4,288,677
Lot Type 2 (60 Ft)	109	$69,172.22	0.84	$58,076.92	per dwelling unit	$6,330,385
Lot Type 3 (50 Ft)	110	$69,172.22	0.79	$54,869.69	per dwelling unit	$6,035,666
Lot Type 4 (40 Ft)	86	$69,172.22	0.59	$40,567.16	per dwelling unit	$3,488,776
Lot Type 5 (Townhomes)	68	$69,172.22	0.47	$32,419.06	per dwelling unit	$2,204,496
Total	**435**					**$22,348,000**

The original projected leverage calculated based on the original estimated land values, finished lot values and home values for each unit is shown in Table F-10.

Table F-10
Projected Leverage – Phase #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 (70 Ft)	62	$144,900	$798,000	$69,172.22	2.09	11.54
Lot Type 2 (60 Ft)	109	$124,200	$670,000	$58,076.92	2.14	11.54
Lot Type 3 (50 Ft)	110	$103,500	$633,000	$54,869.69	1.89	11.54
Lot Type 4 (40 Ft)	86	$82,800	$468,000	$40,567.16	2.04	11.54
Lot Type 5 (Townhomes)	68	$72,000	$374,000	$32,419.06	2.22	11.54

The original projected tax rate equivalent per unit calculated based on the original estimated finished lot values and home values for each unit is shown in Table F-11.

Table F-11
Estimated Tax Rate Equivalent per unit – Phase #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 (70 Ft)	62	$144,900	$798,000	$5,207.36	$3.5938	$0.6526
Lot Type 2 (60 Ft)	109	$124,200	$670,000	$4,372.09	$3.5202	$0.6526
Lot Type 3 (50 Ft)	110	$103,500	$633,000	$4,130.65	$3.9910	$0.6526
Lot Type 4 (40 Ft)	86	$82,800	$468,000	$3,053.94	$3.6883	$0.6526
Lot Type 5 (Townhomes)	68	$72,000	$374,000	$2,440.54	$3.3896	$0.6526

D) Revised Allocation of Assessments to Lots within Phase #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Series 2023 Phase #1 Bonds and Series 2024 Phase #1 Bonds, which represents the revised total Assessment to be allocated on all Parcels within Phase #1, is $22,259,000. As shown in Table F-7, there are a total of 323.08 estimated Equivalent Units in Phase #1, resulting in a revised Assessment per Equivalent Unit of $68,896.74.

The revised Assessment per dwelling unit within Phase #1 is calculated as the product of (i) $68,896.74 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the revised Assessment for a Lot Type 1 (70 Ft Lot) dwelling unit is $68,896.74 (i.e., $68,896.74 x 1.00). The revised Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $57,845.63 (i.e., $68,896.74 x 0.84). The revised Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $54,651.17 (i.e., $68,896.74 x 0.79). The revised Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $40,405.61 (i.e., $68,896.74 x 0.59). The revised Assessment for a Lot Type 5 (Townhomes) dwelling unit is $32,289.95 (i.e., $68,896.74 x 0.47). Table F-12 sets forth the revised Assessment per dwelling unit for each Lot Type in Phase #1.

Table F-12
Assessment Per Unit – Phase #1 – Revised

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (70 Ft)	62	$68,896.74	1.00	$68,896.74	per dwelling unit	$4,271,598
Lot Type 2 (60 Ft)	109	$68,896.74	0.84	$57,845.63	per dwelling unit	$6,305,174
Lot Type 3 (50 Ft)	110	$68,896.74	0.79	$54,651.17	per dwelling unit	$6,011,629
Lot Type 4 (40 Ft)	86	$68,896.74	0.59	$40,405.61	per dwelling unit	$3,474,882
Lot Type 5 (Townhomes)	68	$68,896.74	0.47	$32,289.95	per dwelling unit	$2,195,717
Total	**435**					**$22,259,000**

The revised projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-13.

Table F-13
Projected Leverage – Phase #1 – Revised

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 (70 Ft)	62	$144,900	$798,000	$68,896.74	2.10	11.58
Lot Type 2 (60 Ft)	109	$124,200	$670,000	$57,845.63	2.15	11.58
Lot Type 3 (50 Ft)	110	$103,500	$633,000	$54,651.17	1.89	11.58
Lot Type 4 (40 Ft)	86	$82,800	$468,000	$40,405.61	2.05	11.58
Lot Type 5 (Townhomes)	68	$72,000	$374,000	$32,289.95	2.23	11.58

The revised projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-14.

Table F-14
Estimated Tax Rate Equivalent per unit – Phase #1 – Revised

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 (70 Ft)	62	$144,900	$798,000	$5,184.61	$3.5781	$0.6497
Lot Type 2 (60 Ft)	109	$124,200	$670,000	$4,353.00	$3.5048	$0.6497
Lot Type 3 (50 Ft)	110	$103,500	$633,000	$4,112.61	$3.9735	$0.6497
Lot Type 4 (40 Ft)	86	$82,800	$468,000	$3,040.60	$3.6722	$0.6497
Lot Type 5 (Townhomes)	68	$72,000	$374,000	$2,429.88	$3.3748	$0.6497

The revised Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

E) Original Allocation of Assessments to Lots within Improvement Area #2

According to the Developer, the average home prices in Improvement Area #2 substantially increased at the time the Assessments for Improvement Area #2 were levied as compared to Phase #1. This increase in average home prices for Improvement Area #2 is disproportional between the different Lot Types as compared with Phase #1. As a result, new Equivalent Unit factors were calculated as shown in Table F-15.

Table F-15
Equivalent Unit Factors – Improvement Area #2 Projects

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (70 Ft)	$1,100,000	1.00	per dwelling unit
Lot Type 2 (60 Ft)	$965,000	0.88	per dwelling unit
Lot Type 3 (50 Ft)	$830,000	0.75	per dwelling unit
Lot Type 4 (40 Ft)	$655,000	0.60	per dwelling unit
Lot Type 5 (Townhomes)	$490,000	0.45	per dwelling unit

As shown in Section IV of this Service and Assessment Plan, the total original amount of the Series 2024 Improvement Area #2 Bonds and Improvement Area #2 Reimbursement Agreement Obligation, which represents the total original Assessment to be allocated on all Parcels within Improvement Area #2, was $45,356,000. As shown in Table F-16 there are a total of 467.94 estimated Equivalent Units in Improvement Area #2, resulting in an Assessment per Equivalent Unit of $96,926.77.

The original Assessment per dwelling unit within Improvement Area #2 was calculated as the product of (i) $96,926.77 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 1 (70 Ft Lot) dwelling unit is $96,926.77 (i.e., $96,926.77 x 1.00). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $85,031.21 (i.e., $96,926.77 x 0.88). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $73,135.65 (i.e., $96,926.77 x 0.75). The Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $57,715.48 (i.e., $96,926.77 x 0.60). The Assessment for a Lot Type 5 (Townhomes) dwelling unit is $43,176.47 (i.e., $96,926.77 x 0.47). Table F-17 sets forth the Assessment per dwelling unit for each Lot Type in Improvement Area #2.

Table F-16
Estimated Equivalent Units - Improvement Area #2

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70 Ft)	122	1.00	122.00
Lot Type 2 (60 Ft)	182	0.88	159.66
Lot Type 3 (50 Ft)	141	0.75	106.39
Lot Type 4 (40 Ft)	99	0.60	58.95
Lot Type 5 (Townhomes)	47	0.45	20.94
Total	**591**		**467.94**

Table F-17 sets forth the original Assessment per dwelling unit for each Lot Type in Improvement Area #2.

Table F-17
Assessment Per Unit – Improvement Area #2 – Original

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (70 Ft)	122	$96,926.77	1.00	$96,926.77	per dwelling unit	$11,825,066
Lot Type 2 (60 Ft)	182	$96,926.77	0.88	$85,031.21	per dwelling unit	$15,475,680
Lot Type 3 (50 Ft)	141	$96,926.77	0.75	$73,135.65	per dwelling unit	$10,312,127
Lot Type 4 (40 Ft)	99	$96,926.77	0.60	$57,715.48	per dwelling unit	$5,713,833
Lot Type 5 (Townhomes)	47	$96,926.77	0.45	$43,176.47	per dwelling unit	$2,029,294
Total	**591**					**$45,356,000**

The original projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-18.

Table F-18
Projected Leverage – Improvement Area #2 - 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 (70 Ft)	122	$252,000	$1,100,000	$96,926.77	2.60	11.35
Lot Type 2 (60 Ft)	182	$215,000	$965,000	$85,031.21	2.53	11.35
Lot Type 3 (50 Ft)	141	$177,500	$830,000	$73,135.65	2.43	11.35
Lot Type 4 (40 Ft)	99	$142,000	$655,000	$57,715.48	2.46	11.35
Lot Type 5 (Townhomes)	47	$122,500	$490,000	$43,176.47	2.84	11.35

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-19.

Table F-19
Estimated Tax Rate Equivalent per unit – Improvement Area #2 - 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 (70 Ft)	122	$252,000	$1,100,000	$7,182.11	$2.8500	$0.6529
Lot Type 2 (60 Ft)	182	$215,000	$965,000	$6,300.67	$2.9305	$0.6529
Lot Type 3 (50 Ft)	141	$177,500	$830,000	$5,419.23	$3.0531	$0.6529
Lot Type 4 (40 Ft)	99	$142,000	$655,000	$4,276.62	$3.0117	$0.6529
Lot Type 5 (Townhomes)	47	$122,500	$490,000	$3,199.30	$2.6117	$0.6529

F) Revised Allocation of Assessments to Lots within Improvement Area #2

The total outstanding Assessment for Improvement Area #2, after the payment of the Annual Installments due January 31, 2026, to be allocated on all Parcels within Improvement Area #2, is $44,675,000. As shown in Table F-16 there are a total of 467.94 estimated Equivalent Units in Improvement Area #2, resulting in an outstanding Assessment per Equivalent Unit of $95,471.46. The outstanding Assessment is less than the outstanding Improvement Area #2 Bonds due to the payment of the Annual Installments due January 31, 2026. The Annual Installments due January 31, 2026, will be used to pay debt service on the Improvement Area #2 Bonds due in 2026.

The revised Assessment per dwelling unit or acre within Improvement Area #2 is calculated as the product of (i) $95,471.46 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 1 (70 Ft Lot) dwelling unit is $95,471.46 (i.e., $95,471.46 x 1.00). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $83,754.50 (i.e., $95,471.46 x 0.88). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $72,037.55 (i.e., $95,471.46 x 0.75). The Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $56,848.91 (i.e., $95,471.46 x 0.60). The Assessment for a Lot Type 5 (Townhomes) dwelling unit is $42,528.19 (i.e., $95,471.46 x 0.47). Table F-20 sets forth the outstanding Assessment per dwelling unit for each Lot Type in Improvement Area #2.

Table F-20
Assessment Per Unit – Improvement Area #2 – Outstanding

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (70 Ft)	122	$95,471.46	1.00	$95,471.46	per dwelling unit	$11,647,518
Lot Type 2 (60 Ft)	182	$95,471.46	0.88	$83,754.50	per dwelling unit	$15,243,320
Lot Type 3 (50 Ft)	141	$95,471.46	0.75	$72,037.55	per dwelling unit	$10,157,295
Lot Type 4 (40 Ft)	99	$95,471.46	0.60	$56,848.91	per dwelling unit	$5,628,042
Lot Type 5 (Townhomes)	47	$95,471.46	0.45	$42,528.19	per dwelling unit	$1,998,825
Total	**591**					**$44,675,000**

The revised leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-21.

Table F-21
Projected Leverage – Improvement Area #2 - 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 (70 Ft)	122	$252,000	$1,100,000	$95,471.46	2.64	11.52
Lot Type 2 (60 Ft)	182	$215,000	$965,000	$83,754.50	2.57	11.52
Lot Type 3 (50 Ft)	141	$177,500	$830,000	$72,037.55	2.46	11.52
Lot Type 4 (40 Ft)	99	$142,000	$655,000	$56,848.91	2.50	11.52
Lot Type 5 (Townhomes)	47	$122,500	$490,000	$42,528.19	2.88	11.52

The revised 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-22.

Table F-22
Estimated Tax Rate Equivalent per unit – Improvement Area #2 - 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 (70 Ft)	122	$252,000	$1,100,000	$7,179.85	$2.8491	$0.6527
Lot Type 2 (60 Ft)	182	$215,000	$965,000	$6,298.69	$2.9296	$0.6527
Lot Type 3 (50 Ft)	141	$177,500	$830,000	$5,417.53	$3.0521	$0.6527
Lot Type 4 (40 Ft)	99	$142,000	$655,000	$4,275.28	$3.0108	$0.6527
Lot Type 5 (Townhomes)	47	$122,500	$490,000	$3,198.30	$2.6109	$0.6527

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #2 is shown on the Improvement Area #2 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.

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APPENDIX G
REVISED PHASE #1 ASSESSMENT ROLL

Appendix G-1
Revised Phase #1 Assessment Roll

Parcel **See Assessment Roll Summary**
Equivalent Units **323.08**
Assessment **$22,259,000**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest	Total Annual Installment
9/30/23	$0	$0	$0	$0	$0	$0	$0	$0
9/30/24	$0	$1,092,123	$0	$469,828	$51,000	$79,615	($1,092,123)	$600,443
9/30/25	$251,000	$834,744	$211,000	$236,067	$62,020	$79,615	$0	$1,674,446
9/30/26	$262,000	$823,763	$101,000	$316,379	$63,260	$108,985	$0	$1,675,387
9/30/27	$274,000	$812,300	$105,000	$311,960	$64,526	$107,170	$0	$1,674,956
9/30/28	$286,000	$800,313	$110,000	$307,366	$65,816	$105,275	$0	$1,674,770
9/30/29	$299,000	$787,800	$115,000	$302,554	$67,132	$103,295	$0	$1,674,781
9/30/30	$312,000	$774,719	$121,000	$297,523	$68,475	$101,225	$0	$1,674,941
9/30/31	$326,000	$761,069	$127,000	$292,229	$69,845	$99,060	$0	$1,675,202
9/30/32	$343,000	$744,361	$132,000	$286,673	$71,241	$96,795	$0	$1,674,070
9/30/33	$361,000	$726,783	$140,000	$279,908	$72,666	$94,420	$0	$1,674,776
9/30/34	$380,000	$708,281	$147,000	$272,733	$74,120	$91,915	$0	$1,674,048
9/30/35	$401,000	$688,806	$156,000	$265,199	$75,602	$89,280	$0	$1,675,887
9/30/36	$422,000	$668,255	$164,000	$257,204	$77,114	$86,495	$0	$1,675,068
9/30/37	$444,000	$646,628	$173,000	$248,799	$78,656	$83,565	$0	$1,674,648
9/30/38	$468,000	$623,873	$182,000	$239,933	$80,229	$80,480	$0	$1,674,514
9/30/39	$493,000	$599,888	$192,000	$230,605	$81,834	$77,230	$0	$1,674,557
9/30/40	$519,000	$574,621	$203,000	$220,765	$83,471	$73,805	$0	$1,674,662
9/30/41	$547,000	$548,023	$214,000	$210,361	$85,140	$70,195	$0	$1,674,719
9/30/42	$576,000	$519,989	$226,000	$199,394	$86,843	$66,390	$0	$1,674,615
9/30/43	$607,000	$490,469	$239,000	$187,811	$88,580	$62,380	$0	$1,675,240
9/30/44	$640,000	$459,360	$252,000	$175,563	$90,351	$58,150	$0	$1,675,424
9/30/45	$677,000	$424,160	$266,000	$162,648	$92,158	$53,690	$0	$1,675,656
9/30/46	$716,000	$386,925	$281,000	$148,350	$94,002	$48,975	$0	$1,675,252
9/30/47	$757,000	$347,545	$298,000	$133,246	$95,882	$43,990	$0	$1,675,663
9/30/48	$801,000	$305,910	$314,000	$117,229	$97,799	$38,715	$0	$1,674,653
9/30/49	$848,000	$261,855	$332,000	$100,351	$99,755	$33,140	$0	$1,675,102
9/30/50	$897,000	$215,215	$352,000	$82,506	$101,750	$27,240	$0	$1,675,712
9/30/51	$949,000	$165,880	$371,000	$63,586	$103,785	$20,995	$0	$1,674,247
9/30/52	$1,004,000	$113,685	$393,000	$43,645	$105,861	$14,395	$0	$1,674,586
9/30/53	$1,063,000	$58,465	$419,000	$22,521	$107,978	$7,410	$0	$1,678,375
Total	**$15,923,000**	**$16,965,804**	**$6,336,000**	**$6,482,933**	**$2,456,894**	**$2,103,890**	**($1,092,123)**	**$49,176,399**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.
[2]Represents the principal and interest on the Series 2023 Phase #1 Bonds. Interest was calculated using an interest rate of 4.375% per annum for years 1 through 8 (2023-2030), 5.125% per annum for years 9 through 21 (2031-2043), and 5.50% per annum for years 22 through 30 (2044-2053). Interest on the Series 2023 Phase #1 Bonds due in 2024 was funded with capitalized interest.
[2]Represents the principal and interest on the Series 2024 Phase #1 Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 7 (2025-2031), 5.125% in years 8 through 20 (2032-2044), and 5.375% in years 21 through 30 (2045-2053).
[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 were funded with Series 2023 Phase #1 Bond proceeds.

Appendix G-2
Revised Phase #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (70 Ft)**
Equivalent Units	**1.00**
Assessment	**$68,896.74**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest	Total Annual Installment
9/30/23	$0	$0	$0	$0	$0	$0	$0	$0
9/30/24	$0	$3,380	$0	$1,454	$158	$246	($3,380)	$1,859
9/30/25	$777	$2,584	$653	$731	$192	$246	$0	$5,183
9/30/26	$811	$2,550	$313	$979	$196	$337	$0	$5,186
9/30/27	$848	$2,514	$325	$966	$200	$332	$0	$5,184
9/30/28	$885	$2,477	$340	$951	$204	$326	$0	$5,184
9/30/29	$925	$2,438	$356	$936	$208	$320	$0	$5,184
9/30/30	$966	$2,398	$375	$921	$212	$313	$0	$5,184
9/30/31	$1,009	$2,356	$393	$905	$216	$307	$0	$5,185
9/30/32	$1,062	$2,304	$409	$887	$221	$300	$0	$5,182
9/30/33	$1,117	$2,250	$433	$866	$225	$292	$0	$5,184
9/30/34	$1,176	$2,192	$455	$844	$229	$284	$0	$5,182
9/30/35	$1,241	$2,132	$483	$821	$234	$276	$0	$5,187
9/30/36	$1,306	$2,068	$508	$796	$239	$268	$0	$5,185
9/30/37	$1,374	$2,001	$535	$770	$243	$259	$0	$5,183
9/30/38	$1,449	$1,931	$563	$743	$248	$249	$0	$5,183
9/30/39	$1,526	$1,857	$594	$714	$253	$239	$0	$5,183
9/30/40	$1,606	$1,779	$628	$683	$258	$228	$0	$5,183
9/30/41	$1,693	$1,696	$662	$651	$264	$217	$0	$5,184
9/30/42	$1,783	$1,609	$700	$617	$269	$205	$0	$5,183
9/30/43	$1,879	$1,518	$740	$581	$274	$193	$0	$5,185
9/30/44	$1,981	$1,422	$780	$543	$280	$180	$0	$5,186
9/30/45	$2,095	$1,313	$823	$503	$285	$166	$0	$5,187
9/30/46	$2,216	$1,198	$870	$459	$291	$152	$0	$5,185
9/30/47	$2,343	$1,076	$922	$412	$297	$136	$0	$5,187
9/30/48	$2,479	$947	$972	$363	$303	$120	$0	$5,183
9/30/49	$2,625	$811	$1,028	$311	$309	$103	$0	$5,185
9/30/50	$2,776	$666	$1,090	$255	$315	$84	$0	$5,187
9/30/51	$2,937	$513	$1,148	$197	$321	$65	$0	$5,182
9/30/52	$3,108	$352	$1,216	$135	$328	$45	$0	$5,183
9/30/53	$3,290	$181	$1,297	$70	$334	$23	$0	$5,195
Total	**$45,995**	**$52,332**	**$18,314**	**$19,996**	**$7,270**	**$6,489**	**($3,380)**	**$147,017**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.
[2]Represents the principal and interest on the Series 2023 Phase #1 Bonds. Interest was calculated using an interest rate of 4.375% per annum for years 1 through 8 (2023-2030), 5.125% per annum for years 9 through 21 (2031-2043), and 5.50% per annum for years 22 through 30 (2044-2053). Interest on the Series 2023 Phase #1 Bonds due in 2024 was funded with capitalized interest.
[2]Represents the principal and interest on the Series 2024 Phase #1 Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 7 (2025-2031), 5.125% in years 8 through 20 (2032-2044), and 5.375% in years 21 through 30 (2045-2053).
[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 were funded with Series 2023 Phase #1 Bond proceeds.

Appendix G-3
Revised Phase #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Equivalent Units	**0.84**
Assessment	**$57,845.63**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest	Total Annual Installment
9/30/23	$0	$0	$0	$0	$0	$0	$0	$0
9/30/24	$0	$2,838	$0	$1,221	$133	$207	($2,838)	$1,560
9/30/25	$652	$2,169	$548	$613	$161	$207	$0	$4,351
9/30/26	$681	$2,141	$262	$822	$164	$283	$0	$4,354
9/30/27	$712	$2,111	$273	$811	$168	$279	$0	$4,353
9/30/28	$743	$2,080	$286	$799	$171	$274	$0	$4,352
9/30/29	$777	$2,047	$299	$786	$174	$268	$0	$4,352
9/30/30	$811	$2,013	$314	$773	$178	$263	$0	$4,353
9/30/31	$847	$1,978	$330	$759	$182	$257	$0	$4,353
9/30/32	$891	$1,934	$343	$745	$185	$252	$0	$4,350
9/30/33	$938	$1,889	$364	$727	$189	$245	$0	$4,352
9/30/34	$988	$1,841	$382	$709	$193	$239	$0	$4,350
9/30/35	$1,042	$1,790	$405	$689	$196	$232	$0	$4,355
9/30/36	$1,097	$1,737	$426	$668	$200	$225	$0	$4,353
9/30/37	$1,154	$1,680	$450	$647	$204	$217	$0	$4,352
9/30/38	$1,216	$1,621	$473	$624	$208	$209	$0	$4,352
9/30/39	$1,281	$1,559	$499	$599	$213	$201	$0	$4,352
9/30/40	$1,349	$1,493	$528	$574	$217	$192	$0	$4,352
9/30/41	$1,422	$1,424	$556	$547	$221	$182	$0	$4,352
9/30/42	$1,497	$1,351	$587	$518	$226	$173	$0	$4,352
9/30/43	$1,577	$1,275	$621	$488	$230	$162	$0	$4,354
9/30/44	$1,663	$1,194	$655	$456	$235	$151	$0	$4,354
9/30/45	$1,759	$1,102	$691	$423	$239	$140	$0	$4,355
9/30/46	$1,861	$1,006	$730	$386	$244	$127	$0	$4,354
9/30/47	$1,967	$903	$774	$346	$249	$114	$0	$4,355
9/30/48	$2,082	$795	$816	$305	$254	$101	$0	$4,352
9/30/49	$2,204	$680	$863	$261	$259	$86	$0	$4,353
9/30/50	$2,331	$559	$915	$214	$264	$71	$0	$4,355
9/30/51	$2,466	$431	$964	$165	$270	$55	$0	$4,351
9/30/52	$2,609	$295	$1,021	$113	$275	$37	$0	$4,352
9/30/53	$2,762	$152	$1,089	$59	$281	$19	$0	$4,362
Total	**$38,617**	**$43,938**	**$15,377**	**$16,789**	**$6,104**	**$5,448**	**($2,838)**	**$123,436**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.
[2]Represents the principal and interest on the Series 2023 Phase #1 Bonds. Interest was calculated using an interest rate of 4.375% per annum for years 1 through 8 (2023-2030), 5.125% per annum for years 9 through 21 (2031-2043), and 5.50% per annum for years 22 through 30 (2044-2053). Interest on the Series 2023 Phase #1 Bonds due in 2024 was funded with capitalized interest.
[2]Represents the principal and interest on the Series 2024 Phase #1 Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 7 (2025-2031), 5.125% in years 8 through 20 (2032-2044), and 5.375% in years 21 through 30 (2045-2053).
[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 were funded with Series 2023 Phase #1 Bond proceeds.

Appendix G-4
Revised Phase #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Equivalent Units	**0.79**
Assessment	**$54,651.17**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest	Total Annual Installment
9/30/23	$0	$0	$0	$0	$0	$0	$0	$0
9/30/24	$0	$2,681	$0	$1,154	$125	$195	($2,681)	$1,474
9/30/25	$616	$2,049	$518	$580	$152	$195	$0	$4,111
9/30/26	$643	$2,023	$248	$777	$155	$268	$0	$4,113
9/30/27	$673	$1,994	$258	$766	$158	$263	$0	$4,112
9/30/28	$702	$1,965	$270	$755	$162	$258	$0	$4,112
9/30/29	$734	$1,934	$282	$743	$165	$254	$0	$4,112
9/30/30	$766	$1,902	$297	$730	$168	$249	$0	$4,112
9/30/31	$800	$1,869	$312	$717	$171	$243	$0	$4,113
9/30/32	$842	$1,828	$324	$704	$175	$238	$0	$4,110
9/30/33	$886	$1,784	$344	$687	$178	$232	$0	$4,112
9/30/34	$933	$1,739	$361	$670	$182	$226	$0	$4,110
9/30/35	$985	$1,691	$383	$651	$186	$219	$0	$4,115
9/30/36	$1,036	$1,641	$403	$631	$189	$212	$0	$4,113
9/30/37	$1,090	$1,588	$425	$611	$193	$205	$0	$4,112
9/30/38	$1,149	$1,532	$447	$589	$197	$198	$0	$4,111
9/30/39	$1,210	$1,473	$471	$566	$201	$190	$0	$4,111
9/30/40	$1,274	$1,411	$498	$542	$205	$181	$0	$4,112
9/30/41	$1,343	$1,346	$525	$516	$209	$172	$0	$4,112
9/30/42	$1,414	$1,277	$555	$490	$213	$163	$0	$4,112
9/30/43	$1,490	$1,204	$587	$461	$217	$153	$0	$4,113
9/30/44	$1,571	$1,128	$619	$431	$222	$143	$0	$4,114
9/30/45	$1,662	$1,041	$653	$399	$226	$132	$0	$4,114
9/30/46	$1,758	$950	$690	$364	$231	$120	$0	$4,113
9/30/47	$1,859	$853	$732	$327	$235	$108	$0	$4,114
9/30/48	$1,967	$751	$771	$288	$240	$95	$0	$4,112
9/30/49	$2,082	$643	$815	$246	$245	$81	$0	$4,113
9/30/50	$2,202	$528	$864	$203	$250	$67	$0	$4,114
9/30/51	$2,330	$407	$911	$156	$255	$52	$0	$4,111
9/30/52	$2,465	$279	$965	$107	$260	$35	$0	$4,112
9/30/53	$2,610	$144	$1,029	$55	$265	$18	$0	$4,121
Total	**$36,485**	**$41,512**	**$14,528**	**$15,862**	**$5,767**	**$5,147**	**($2,681)**	**$116,619**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.

[2]Represents the principal and interest on the Series 2023 Phase #1 Bonds. Interest was calculated using an interest rate of 4.375% per annum for years 1 through 8 (2023-2030), 5.125% per annum for years 9 through 21 (2031-2043), and 5.50% per annum for years 22 through 30 (2044-2053). Interest on the Series 2023 Phase #1 Bonds due in 2024 was funded with capitalized interest.

[2]Represents the principal and interest on the Series 2024 Phase #1 Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 7 (2025-2031), 5.125% in years 8 through 20 (2032-2044), and 5.375% in years 21 through 30 (2045-2053).

[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 were funded with Series 2023 Phase #1 Bond proceeds.

Appendix G-5
Revised Phase #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 4 (40 Ft)**
Equivalent Units	**0.59**
Assessment	**$40,405.61**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest	Total Annual Installment
9/30/23	$0	$0	$0	$0	$0	$0	$0	$0
9/30/24	$0	$1,982	$0	$853	$93	$145	($1,982)	$1,090
9/30/25	$456	$1,515	$383	$429	$113	$145	$0	$3,040
9/30/26	$476	$1,495	$183	$574	$115	$198	$0	$3,041
9/30/27	$497	$1,475	$191	$566	$117	$195	$0	$3,040
9/30/28	$519	$1,453	$200	$558	$119	$191	$0	$3,040
9/30/29	$543	$1,430	$209	$549	$122	$188	$0	$3,040
9/30/30	$566	$1,406	$220	$540	$124	$184	$0	$3,040
9/30/31	$592	$1,382	$231	$530	$127	$180	$0	$3,041
9/30/32	$623	$1,351	$240	$520	$129	$176	$0	$3,039
9/30/33	$655	$1,319	$254	$508	$132	$171	$0	$3,040
9/30/34	$690	$1,286	$267	$495	$135	$167	$0	$3,039
9/30/35	$728	$1,250	$283	$481	$137	$162	$0	$3,042
9/30/36	$766	$1,213	$298	$467	$140	$157	$0	$3,041
9/30/37	$806	$1,174	$314	$452	$143	$152	$0	$3,040
9/30/38	$850	$1,132	$330	$436	$146	$146	$0	$3,040
9/30/39	$895	$1,089	$349	$419	$149	$140	$0	$3,040
9/30/40	$942	$1,043	$368	$401	$152	$134	$0	$3,040
9/30/41	$993	$995	$388	$382	$155	$127	$0	$3,040
9/30/42	$1,046	$944	$410	$362	$158	$121	$0	$3,040
9/30/43	$1,102	$890	$434	$341	$161	$113	$0	$3,041
9/30/44	$1,162	$834	$457	$319	$164	$106	$0	$3,041
9/30/45	$1,229	$770	$483	$295	$167	$97	$0	$3,042
9/30/46	$1,300	$702	$510	$269	$171	$89	$0	$3,041
9/30/47	$1,374	$631	$541	$242	$174	$80	$0	$3,042
9/30/48	$1,454	$555	$570	$213	$178	$70	$0	$3,040
9/30/49	$1,539	$475	$603	$182	$181	$60	$0	$3,041
9/30/50	$1,628	$391	$639	$150	$185	$49	$0	$3,042
9/30/51	$1,723	$301	$673	$115	$188	$38	$0	$3,039
9/30/52	$1,823	$206	$713	$79	$192	$26	$0	$3,040
9/30/53	$1,930	$106	$761	$41	$196	$13	$0	$3,047
Total	**$26,975**	**$30,691**	**$10,741**	**$11,727**	**$4,264**	**$3,806**	**($1,982)**	**$86,221**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.

[2]Represents the principal and interest on the Series 2023 Phase #1 Bonds. Interest was calculated using an interest rate of 4.375% per annum for years 1 through 8 (2023-2030), 5.125% per annum for years 9 through 21 (2031-2043), and 5.50% per annum for years 22 through 30 (2044-2053). Interest on the Series 2023 Phase #1 Bonds due in 2024 was funded with capitalized interest.

[2]Represents the principal and interest on the Series 2024 Phase #1 Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 7 (2025-2031), 5.125% in years 8 through 20 (2032-2044), and 5.375% in years 21 through 30 (2045-2053).

[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 were funded with Series 2023 Phase #1 Bond proceeds.

Appendix G-6
Revised Phase #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 5 (Townhomes)**
Equivalent Units	**0.47**
Assessment	**$32,289.95**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest	Total Annual Installment
9/30/23	$0	$0	$0	$0	$0	$0	$0	$0
9/30/24	$0	$1,584	$0	$682	$74	$115	($1,584)	$871
9/30/25	$364	$1,211	$306	$342	$90	$115	$0	$2,429
9/30/26	$380	$1,195	$147	$459	$92	$158	$0	$2,430
9/30/27	$397	$1,178	$152	$453	$94	$155	$0	$2,430
9/30/28	$415	$1,161	$160	$446	$95	$153	$0	$2,429
9/30/29	$434	$1,143	$167	$439	$97	$150	$0	$2,430
9/30/30	$453	$1,124	$176	$432	$99	$147	$0	$2,430
9/30/31	$473	$1,104	$184	$424	$101	$144	$0	$2,430
9/30/32	$498	$1,080	$191	$416	$103	$140	$0	$2,428
9/30/33	$524	$1,054	$203	$406	$105	$137	$0	$2,430
9/30/34	$551	$1,027	$213	$396	$108	$133	$0	$2,428
9/30/35	$582	$999	$226	$385	$110	$130	$0	$2,431
9/30/36	$612	$969	$238	$373	$112	$125	$0	$2,430
9/30/37	$644	$938	$251	$361	$114	$121	$0	$2,429
9/30/38	$679	$905	$264	$348	$116	$117	$0	$2,429
9/30/39	$715	$870	$279	$335	$119	$112	$0	$2,429
9/30/40	$753	$834	$294	$320	$121	$107	$0	$2,429
9/30/41	$794	$795	$310	$305	$124	$102	$0	$2,429
9/30/42	$836	$754	$328	$289	$126	$96	$0	$2,429
9/30/43	$881	$711	$347	$272	$128	$90	$0	$2,430
9/30/44	$928	$666	$366	$255	$131	$84	$0	$2,430
9/30/45	$982	$615	$386	$236	$134	$78	$0	$2,431
9/30/46	$1,039	$561	$408	$215	$136	$71	$0	$2,430
9/30/47	$1,098	$504	$432	$193	$139	$64	$0	$2,431
9/30/48	$1,162	$444	$456	$170	$142	$56	$0	$2,429
9/30/49	$1,230	$380	$482	$146	$145	$48	$0	$2,430
9/30/50	$1,301	$312	$511	$120	$148	$40	$0	$2,431
9/30/51	$1,377	$241	$538	$92	$151	$30	$0	$2,429
9/30/52	$1,456	$165	$570	$63	$154	$21	$0	$2,429
9/30/53	$1,542	$85	$608	$33	$157	$11	$0	$2,435
Total	**$21,557**	**$24,527**	**$8,583**	**$9,372**	**$3,407**	**$3,041**	**($1,584)**	**$68,903**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.

[2]Represents the principal and interest on the Series 2023 Phase #1 Bonds. Interest was calculated using an interest rate of 4.375% per annum for years 1 through 8 (2023-2030), 5.125% per annum for years 9 through 21 (2031-2043), and 5.50% per annum for years 22 through 30 (2044-2053). Interest on the Series 2023 Phase #1 Bonds due in 2024 was funded with capitalized interest.

[2]Represents the principal and interest on the Series 2024 Phase #1 Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 7 (2025-2031), 5.125% in years 8 through 20 (2032-2044), and 5.375% in years 21 through 30 (2045-2053).

[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 were funded with Series 2023 Phase #1 Bond proceeds.

APPENDIX H
UPDATED IMPROVEMENT AREA #2 ASSESSMENT ROLL

Appendix H-1
Improvement Area #2 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**467.94**
Outstanding Assessment	**$44,675,000**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/25	$0	$1,458,628	$0	$0	$0	$0	($1,458,628)	$0
9/30/26	$582,000	$2,011,901	$99,000	$415,350	$61,200	$191,280	$0	$3,360,731
9/30/27	$610,000	$1,985,711	$122,000	$331,834	$87,424	$223,375	$0	$3,360,344
9/30/28	$639,000	$1,958,261	$128,000	$326,051	$89,172	$219,715	$0	$3,360,200
9/30/29	$670,000	$1,929,506	$134,000	$319,984	$90,956	$215,880	$0	$3,360,326
9/30/30	$702,000	$1,899,356	$141,000	$313,633	$92,775	$211,860	$0	$3,360,624
9/30/31	$736,000	$1,867,766	$147,000	$306,950	$94,631	$207,645	$0	$3,359,991
9/30/32	$771,000	$1,834,646	$154,000	$299,982	$96,523	$203,230	$0	$3,359,382
9/30/33	$813,000	$1,795,133	$162,000	$292,683	$98,454	$198,605	$0	$3,359,874
9/30/34	$858,000	$1,753,466	$169,000	$285,004	$100,423	$193,730	$0	$3,359,623
9/30/35	$905,000	$1,709,494	$178,000	$276,994	$102,431	$188,595	$0	$3,360,514
9/30/36	$954,000	$1,663,113	$186,000	$268,557	$104,480	$183,180	$0	$3,359,330
9/30/37	$1,006,000	$1,614,220	$195,000	$259,741	$106,569	$177,480	$0	$3,359,011
9/30/38	$1,061,000	$1,562,663	$205,000	$250,499	$108,701	$171,475	$0	$3,359,337
9/30/39	$1,119,000	$1,508,286	$215,000	$240,782	$110,875	$165,145	$0	$3,359,088
9/30/40	$1,181,000	$1,450,938	$225,000	$230,591	$113,092	$158,475	$0	$3,359,096
9/30/41	$1,246,000	$1,390,411	$237,000	$219,927	$115,354	$151,445	$0	$3,360,137
9/30/42	$1,314,000	$1,326,554	$248,000	$208,694	$117,661	$144,030	$0	$3,358,938
9/30/43	$1,386,000	$1,259,211	$261,000	$196,939	$120,014	$136,220	$0	$3,359,384
9/30/44	$1,463,000	$1,188,179	$274,000	$184,568	$122,415	$127,985	$0	$3,360,146
9/30/45	$1,543,000	$1,113,200	$287,000	$171,581	$124,863	$119,300	$0	$3,358,944
9/30/46	$1,634,000	$1,028,335	$302,000	$157,978	$127,360	$110,150	$0	$3,359,823
9/30/47	$1,730,000	$938,465	$317,000	$143,663	$129,907	$100,470	$0	$3,359,506
9/30/48	$1,832,000	$843,315	$333,000	$128,638	$132,506	$90,235	$0	$3,359,694
9/30/49	$1,940,000	$742,555	$350,000	$112,855	$135,156	$79,410	$0	$3,359,975
9/30/50	$2,055,000	$635,855	$367,000	$96,265	$137,859	$67,960	$0	$3,359,939
9/30/51	$2,176,000	$522,830	$386,000	$78,870	$140,616	$55,850	$0	$3,360,166
9/30/52	$2,304,000	$403,150	$405,000	$60,575	$143,428	$43,040	$0	$3,359,193
9/30/53	$2,441,000	$276,430	$426,000	$41,378	$146,297	$29,495	$0	$3,360,600
9/30/54	$2,585,000	$142,175	$447,000	$21,187	$149,223	$15,160	$0	$3,359,745
Total	**$38,256,000**	**$39,813,754**	**$7,100,000**	**$6,241,753**	**$3,300,365**	**$4,180,420**	**($1,458,628)**	**$97,433,663**

[1]The 9/30/XX dates represent the fiscal year end for the Improvement Area #2 Bonds and Improvement Area #2 Reimbursement Agreement Obligation.
[2]Represents the principal and interest on the Series 2024 Improvement Area #2 Bonds. Interest was calculated using an interest rate of 4.50% for years 1-7 (2025-2031), 5.125% for years 8-20 (2032-2044), and 5.50% for years 21-30 (2045-2054). Interest on the Series 2024 Improvement Area #2 Bonds for year 2025 was funded with capitalized interest.
[3]Represents the principal and interest on the Series 2026 Improvement Area #2 Bonds. Interest is calculated using an interest rate of 5.85% for years 2024-2026. Interest on the Series 2026 Improvement Area #2 Bonds is calculated based on an estimated interest rate of 4.74%.
[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 2025 were funded with Series 2024 Improvement Area #2 Bond proceeds. A portion of the Administrative Expenses in year 2026 are being funded with Series 2026 Improvement Area #2 Bond proceeds.
[5]Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #2 Bonds.

Appendix H-2
Improvement Area #2 Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (70 Ft)**
Equivalent Units	**1.00**
Outstanding Assessment	**$95,471.46**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/25	$0	$3,117	$0	$0	$0	$0	($3,117)	$0
9/30/26	$1,244	$4,299	$212	$888	$131	$409	$0	$7,182
9/30/27	$1,304	$4,244	$261	$709	$187	$477	$0	$7,181
9/30/28	$1,366	$4,185	$274	$697	$191	$470	$0	$7,181
9/30/29	$1,432	$4,123	$286	$684	$194	$461	$0	$7,181
9/30/30	$1,500	$4,059	$301	$670	$198	$453	$0	$7,182
9/30/31	$1,573	$3,991	$314	$656	$202	$444	$0	$7,180
9/30/32	$1,648	$3,921	$329	$641	$206	$434	$0	$7,179
9/30/33	$1,737	$3,836	$346	$625	$210	$424	$0	$7,180
9/30/34	$1,834	$3,747	$361	$609	$215	$414	$0	$7,180
9/30/35	$1,934	$3,653	$380	$592	$219	$403	$0	$7,181
9/30/36	$2,039	$3,554	$397	$574	$223	$391	$0	$7,179
9/30/37	$2,150	$3,450	$417	$555	$228	$379	$0	$7,178
9/30/38	$2,267	$3,339	$438	$535	$232	$366	$0	$7,179
9/30/39	$2,391	$3,223	$459	$515	$237	$353	$0	$7,178
9/30/40	$2,524	$3,101	$481	$493	$242	$339	$0	$7,178
9/30/41	$2,663	$2,971	$506	$470	$247	$324	$0	$7,181
9/30/42	$2,808	$2,835	$530	$446	$251	$308	$0	$7,178
9/30/43	$2,962	$2,691	$558	$421	$256	$291	$0	$7,179
9/30/44	$3,126	$2,539	$586	$394	$262	$274	$0	$7,181
9/30/45	$3,297	$2,379	$613	$367	$267	$255	$0	$7,178
9/30/46	$3,492	$2,198	$645	$338	$272	$235	$0	$7,180
9/30/47	$3,697	$2,006	$677	$307	$278	$215	$0	$7,179
9/30/48	$3,915	$1,802	$712	$275	$283	$193	$0	$7,180
9/30/49	$4,146	$1,587	$748	$241	$289	$170	$0	$7,180
9/30/50	$4,392	$1,359	$784	$206	$295	$145	$0	$7,180
9/30/51	$4,650	$1,117	$825	$169	$300	$119	$0	$7,181
9/30/52	$4,924	$862	$865	$129	$307	$92	$0	$7,179
9/30/53	$5,216	$591	$910	$88	$313	$63	$0	$7,182
9/30/54	$5,524	$304	$955	$45	$319	$32	$0	$7,180
Total	**$81,754**	**$85,083**	**$15,173**	**$13,339**	**$7,053**	**$8,934**	**($3,117)**	**$208,218**

[1]The 9/30/XX dates represent the fiscal year end for the Improvement Area #2 Bonds and Improvement Area #2 Reimbursement Agreement Obligation.
[2]Represents the principal and interest on the Series 2024 Improvement Area #2 Bonds. Interest was calculated using an interest rate of 4.50% for years 1-7 (2025-2031), 5.125% for years 8-20 (2032-2044), and 5.50% for years 21-30 (2045-2054). Interest on the Series 2024 Improvement Area #2 Bonds for year 2025 was funded with capitalized interest.
[3]Represents the principal and interest on the Series 2026 Improvement Area #2 Bonds. Interest is calculated using an interest rate of 5.85% for years 2024-2026. Interest on the Series 2026 Improvement Area #2 Bonds is calculated based on an estimated interest rate of 4.74%.
[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 2025 were funded with Series 2024 Improvement Area #2 Bond proceeds. A portion of the Administrative Expenses in year 2026 are being funded with Series 2026 Improvement Area #2 Bond proceeds.
[5]Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #2 Bonds.

Appendix H-3
Improvement Area #2 Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Equivalent Units	**0.88**
Outstanding Assessment	**$83,754.50**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/25	$0	$2,735	$0	$0	$0	$0	($2,735)	$0
9/30/26	$1,091	$3,772	$186	$779	$115	$359	$0	$6,301
9/30/27	$1,144	$3,723	$229	$622	$164	$419	$0	$6,300
9/30/28	$1,198	$3,671	$240	$611	$167	$412	$0	$6,300
9/30/29	$1,256	$3,617	$251	$600	$171	$405	$0	$6,300
9/30/30	$1,316	$3,561	$264	$588	$174	$397	$0	$6,300
9/30/31	$1,380	$3,502	$276	$575	$177	$389	$0	$6,299
9/30/32	$1,445	$3,440	$289	$562	$181	$381	$0	$6,298
9/30/33	$1,524	$3,365	$304	$549	$185	$372	$0	$6,299
9/30/34	$1,609	$3,287	$317	$534	$188	$363	$0	$6,298
9/30/35	$1,697	$3,205	$334	$519	$192	$354	$0	$6,300
9/30/36	$1,789	$3,118	$349	$503	$196	$343	$0	$6,298
9/30/37	$1,886	$3,026	$366	$487	$200	$333	$0	$6,297
9/30/38	$1,989	$2,930	$384	$470	$204	$321	$0	$6,298
9/30/39	$2,098	$2,828	$403	$451	$208	$310	$0	$6,297
9/30/40	$2,214	$2,720	$422	$432	$212	$297	$0	$6,297
9/30/41	$2,336	$2,607	$444	$412	$216	$284	$0	$6,299
9/30/42	$2,463	$2,487	$465	$391	$221	$270	$0	$6,297
9/30/43	$2,598	$2,361	$489	$369	$225	$255	$0	$6,298
9/30/44	$2,743	$2,228	$514	$346	$229	$240	$0	$6,299
9/30/45	$2,893	$2,087	$538	$322	$234	$224	$0	$6,297
9/30/46	$3,063	$1,928	$566	$296	$239	$207	$0	$6,299
9/30/47	$3,243	$1,759	$594	$269	$244	$188	$0	$6,298
9/30/48	$3,435	$1,581	$624	$241	$248	$169	$0	$6,299
9/30/49	$3,637	$1,392	$656	$212	$253	$149	$0	$6,299
9/30/50	$3,853	$1,192	$688	$180	$258	$127	$0	$6,299
9/30/51	$4,079	$980	$724	$148	$264	$105	$0	$6,299
9/30/52	$4,319	$756	$759	$114	$269	$81	$0	$6,298
9/30/53	$4,576	$518	$799	$78	$274	$55	$0	$6,300
9/30/54	$4,846	$267	$838	$40	$280	$28	$0	$6,299
Total	**$71,720**	**$74,641**	**$13,311**	**$11,702**	**$6,187**	**$7,837**	**($2,735)**	**$182,664**

[1]The 9/30/XX dates represent the fiscal year end for the Improvement Area #2 Bonds and Improvement Area #2 Reimbursement Agreement Obligation.
[2]Represents the principal and interest on the Series 2024 Improvement Area #2 Bonds. Interest was calculated using an interest rate of 4.50% for years 1-7 (2025-2031), 5.125% for years 8-20 (2032-2044), and 5.50% for years 21-30 (2045-2054). Interest on the Series 2024 Improvement Area #2 Bonds for year 2025 was funded with capitalized interest.
[3]Represents the principal and interest on the Series 2026 Improvement Area #2 Bonds. Interest is calculated using an interest rate of 5.85% for years 2024-2026. Interest on the Series 2026 Improvement Area #2 Bonds is calculated based on an estimated interest rate of 4.74%.
[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 2025 were funded with Series 2024 Improvement Area #2 Bond proceeds. A portion of the Administrative Expenses in year 2026 are being funded with Series 2026 Improvement Area #2 Bond proceeds.
[5]Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #2 Bonds.

Appendix H-4
Improvement Area #2 Assessment Roll by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Equivalent Units	**0.75**
Outstanding Assessment	**$72,037.55**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/25	$0	$2,352	$0	$0	$0	$0	($2,352)	$0
9/30/26	$938	$3,244	$160	$670	$99	$308	$0	$5,419
9/30/27	$984	$3,202	$197	$535	$141	$360	$0	$5,418
9/30/28	$1,030	$3,158	$206	$526	$144	$354	$0	$5,418
9/30/29	$1,080	$3,111	$216	$516	$147	$348	$0	$5,418
9/30/30	$1,132	$3,063	$227	$506	$150	$342	$0	$5,419
9/30/31	$1,187	$3,012	$237	$495	$153	$335	$0	$5,418
9/30/32	$1,243	$2,958	$248	$484	$156	$328	$0	$5,417
9/30/33	$1,311	$2,895	$261	$472	$159	$320	$0	$5,418
9/30/34	$1,384	$2,827	$273	$460	$162	$312	$0	$5,417
9/30/35	$1,459	$2,757	$287	$447	$165	$304	$0	$5,419
9/30/36	$1,538	$2,682	$300	$433	$168	$295	$0	$5,417
9/30/37	$1,622	$2,603	$314	$419	$172	$286	$0	$5,416
9/30/38	$1,711	$2,520	$331	$404	$175	$277	$0	$5,417
9/30/39	$1,804	$2,432	$347	$388	$179	$266	$0	$5,416
9/30/40	$1,904	$2,340	$363	$372	$182	$256	$0	$5,416
9/30/41	$2,009	$2,242	$382	$355	$186	$244	$0	$5,418
9/30/42	$2,119	$2,139	$400	$337	$190	$232	$0	$5,416
9/30/43	$2,235	$2,030	$421	$318	$194	$220	$0	$5,417
9/30/44	$2,359	$1,916	$442	$298	$197	$206	$0	$5,418
9/30/45	$2,488	$1,795	$463	$277	$201	$192	$0	$5,416
9/30/46	$2,635	$1,658	$487	$255	$205	$178	$0	$5,418
9/30/47	$2,790	$1,513	$511	$232	$209	$162	$0	$5,417
9/30/48	$2,954	$1,360	$537	$207	$214	$146	$0	$5,417
9/30/49	$3,128	$1,197	$564	$182	$218	$128	$0	$5,418
9/30/50	$3,314	$1,025	$592	$155	$222	$110	$0	$5,418
9/30/51	$3,509	$843	$622	$127	$227	$90	$0	$5,418
9/30/52	$3,715	$650	$653	$98	$231	$69	$0	$5,417
9/30/53	$3,936	$446	$687	$67	$236	$48	$0	$5,419
9/30/54	$4,168	$229	$721	$34	$241	$24	$0	$5,418
Total	**$61,687**	**$64,199**	**$11,449**	**$10,065**	**$5,322**	**$6,741**	**($2,352)**	**$157,110**

[1]The 9/30/XX dates represent the fiscal year end for the Improvement Area #2 Bonds and Improvement Area #2 Reimbursement Agreement Obligation.
[2]Represents the principal and interest on the Series 2024 Improvement Area #2 Bonds. Interest was calculated using an interest rate of 4.50% for years 1-7 (2025-2031), 5.125% for years 8-20 (2032-2044), and 5.50% for years 21-30 (2045-2054). Interest on the Series 2024 Improvement Area #2 Bonds for year 2025 was funded with capitalized interest.
[3]Represents the principal and interest on the Series 2026 Improvement Area #2 Bonds. Interest is calculated using an interest rate of 5.85% for years 2024-2026. Interest on the Series 2026 Improvement Area #2 Bonds is calculated based on an estimated interest rate of 4.74%.
[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 2025 were funded with Series 2024 Improvement Area #2 Bond proceeds. A portion of the Administrative Expenses in year 2026 are being funded with Series 2026 Improvement Area #2 Bond proceeds.
[5]Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #2 Bonds.

Appendix H-5
Improvement Area #2 Assessment Roll by Lot Type

Lot Type	**Lot Type 4 (40 Ft)**
Equivalent Units	**0.60**
Outstanding Assessment	**$56,848.91**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/25	$0	$1,856	$0	$0	$0	$0	($1,856)	$0
9/30/26	$741	$2,560	$126	$529	$78	$243	$0	$4,277
9/30/27	$776	$2,527	$155	$422	$111	$284	$0	$4,276
9/30/28	$813	$2,492	$163	$415	$113	$280	$0	$4,276
9/30/29	$853	$2,455	$171	$407	$116	$275	$0	$4,276
9/30/30	$893	$2,417	$179	$399	$118	$270	$0	$4,276
9/30/31	$937	$2,377	$187	$391	$120	$264	$0	$4,276
9/30/32	$981	$2,335	$196	$382	$123	$259	$0	$4,275
9/30/33	$1,035	$2,284	$206	$372	$125	$253	$0	$4,275
9/30/34	$1,092	$2,231	$215	$363	$128	$247	$0	$4,275
9/30/35	$1,152	$2,175	$227	$352	$130	$240	$0	$4,276
9/30/36	$1,214	$2,116	$237	$342	$133	$233	$0	$4,275
9/30/37	$1,280	$2,054	$248	$331	$136	$226	$0	$4,274
9/30/38	$1,350	$1,988	$261	$319	$138	$218	$0	$4,275
9/30/39	$1,424	$1,919	$274	$306	$141	$210	$0	$4,274
9/30/40	$1,503	$1,846	$286	$293	$144	$202	$0	$4,274
9/30/41	$1,586	$1,769	$302	$280	$147	$193	$0	$4,276
9/30/42	$1,672	$1,688	$316	$266	$150	$183	$0	$4,274
9/30/43	$1,764	$1,602	$332	$251	$153	$173	$0	$4,275
9/30/44	$1,862	$1,512	$349	$235	$156	$163	$0	$4,276
9/30/45	$1,963	$1,417	$365	$218	$159	$152	$0	$4,274
9/30/46	$2,079	$1,309	$384	$201	$162	$140	$0	$4,275
9/30/47	$2,201	$1,194	$403	$183	$165	$128	$0	$4,275
9/30/48	$2,331	$1,073	$424	$164	$169	$115	$0	$4,275
9/30/49	$2,469	$945	$445	$144	$172	$101	$0	$4,276
9/30/50	$2,615	$809	$467	$122	$175	$86	$0	$4,276
9/30/51	$2,769	$665	$491	$100	$179	$71	$0	$4,276
9/30/52	$2,932	$513	$515	$77	$183	$55	$0	$4,275
9/30/53	$3,106	$352	$542	$53	$186	$38	$0	$4,276
9/30/54	$3,289	$181	$569	$27	$190	$19	$0	$4,275
Total	**$48,681**	**$50,663**	**$9,035**	**$7,943**	**$4,200**	**$5,320**	**($1,856)**	**$123,984**

[1]The 9/30/XX dates represent the fiscal year end for the Improvement Area #2 Bonds and Improvement Area #2 Reimbursement Agreement Obligation.
[2]Represents the principal and interest on the Series 2024 Improvement Area #2 Bonds. Interest was calculated using an interest rate of 4.50% for years 1-7 (2025-2031), 5.125% for years 8-20 (2032-2044), and 5.50% for years 21-30 (2045-2054). Interest on the Series 2024 Improvement Area #2 Bonds for year 2025 was funded with capitalized interest.
[3]Represents the principal and interest on the Series 2026 Improvement Area #2 Bonds. Interest is calculated using an interest rate of 5.85% for years 2024-2026. Interest on the Series 2026 Improvement Area #2 Bonds is calculated based on an estimated interest rate of 4.74%.
[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 2025 were funded with Series 2024 Improvement Area #2 Bond proceeds. A portion of the Administrative Expenses in year 2026 are being funded with Series 2026 Improvement Area #2 Bond proceeds.
[5]Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #2 Bonds.

Appendix H-6
Improvement Area #2 Assessment Roll by Lot Type

Lot Type	**Lot Type 5 (Townhomes)**
Equivalent Units	**0.45**
Outstanding Assessment	**$42,528.19**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/25	$0	$1,389	$0	$0	$0	$0	($1,389)	$0
9/30/26	$554	$1,915	$94	$395	$58	$182	$0	$3,199
9/30/27	$581	$1,890	$116	$316	$83	$213	$0	$3,199
9/30/28	$608	$1,864	$122	$310	$85	$209	$0	$3,199
9/30/29	$638	$1,837	$128	$305	$87	$206	$0	$3,199
9/30/30	$668	$1,808	$134	$299	$88	$202	$0	$3,199
9/30/31	$701	$1,778	$140	$292	$90	$198	$0	$3,199
9/30/32	$734	$1,746	$147	$286	$92	$193	$0	$3,198
9/30/33	$774	$1,709	$154	$279	$94	$189	$0	$3,198
9/30/34	$817	$1,669	$161	$271	$96	$184	$0	$3,198
9/30/35	$862	$1,627	$169	$264	$98	$180	$0	$3,199
9/30/36	$908	$1,583	$177	$256	$99	$174	$0	$3,198
9/30/37	$958	$1,537	$186	$247	$101	$169	$0	$3,198
9/30/38	$1,010	$1,488	$195	$238	$103	$163	$0	$3,198
9/30/39	$1,065	$1,436	$205	$229	$106	$157	$0	$3,198
9/30/40	$1,124	$1,381	$214	$220	$108	$151	$0	$3,198
9/30/41	$1,186	$1,324	$226	$209	$110	$144	$0	$3,199
9/30/42	$1,251	$1,263	$236	$199	$112	$137	$0	$3,198
9/30/43	$1,319	$1,199	$248	$187	$114	$130	$0	$3,198
9/30/44	$1,393	$1,131	$261	$176	$117	$122	$0	$3,199
9/30/45	$1,469	$1,060	$273	$163	$119	$114	$0	$3,198
9/30/46	$1,555	$979	$287	$150	$121	$105	$0	$3,198
9/30/47	$1,647	$893	$302	$137	$124	$96	$0	$3,198
9/30/48	$1,744	$803	$317	$122	$126	$86	$0	$3,198
9/30/49	$1,847	$707	$333	$107	$129	$76	$0	$3,199
9/30/50	$1,956	$605	$349	$92	$131	$65	$0	$3,198
9/30/51	$2,071	$498	$367	$75	$134	$53	$0	$3,199
9/30/52	$2,193	$384	$386	$58	$137	$41	$0	$3,198
9/30/53	$2,324	$263	$406	$39	$139	$28	$0	$3,199
9/30/54	$2,461	$135	$426	$20	$142	$14	$0	$3,198
Total	**$36,418**	**$37,901**	**$6,759**	**$5,942**	**$3,142**	**$3,980**	**($1,389)**	**$92,752**

[1]The 9/30/XX dates represent the fiscal year end for the Improvement Area #2 Bonds and Improvement Area #2 Reimbursement Agreement Obligation.

[2]Represents the principal and interest on the Series 2024 Improvement Area #2 Bonds. Interest was calculated using an interest rate of 4.50% for years 1-7 (2025-2031), 5.125% for years 8-20 (2032-2044), and 5.50% for years 21-30 (2045-2054). Interest on the Series 2024 Improvement Area #2 Bonds for year 2025 was funded with capitalized interest.

[3]Represents the principal and interest on the Series 2026 Improvement Area #2 Bonds. Interest is calculated using an interest rate of 5.85% for years 2024-2026. Interest on the Series 2026 Improvement Area #2 Bonds is calculated based on an estimated interest rate of 4.74%.

[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 2025 were funded with Series 2024 Improvement Area #2 Bond proceeds. A portion of the Administrative Expenses in year 2026 are being funded with Series 2026 Improvement Area #2 Bond proceeds.

[5]Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #2 Bonds.

SCHEDULE I
REIMBURSEMENT AGREEMENT BALANCE

SCHEDULE I

1. Reimbursement Agreement Balance – Phase #1 Improvements

A. *Portion to be paid from net PID Bond Proceeds of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Mosaic Public Improvement District Phase #1 Project) (the "Series 2023 Phase #1 Bonds"):*

- Original Principal Amount: **$15,923,000**

- Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Agreement Balance – Phase #1 Improvements paid from the proceeds of the Series 2023 Phase #1 Bonds shall be the lesser of: (1) the interest rates on the Series 2023 Phase #1 Bonds or (2) 5.85**%** based on the Bond Index Rate of 5.85% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City, in the month before the date the City approved the Phase #1 Assessment Ordinance which is the same date the obligation to pay the Reimbursement Agreement Balance - Phase #1 Improvements was incurred.

- Date of Phase #1 Assessment Ordinance Approval: Ordinance No. 2023-31 approved on April 11, 2023 and recorded in the real property records of Denton County, Texas on April 17, 2023, as Instrument No. 38050.

- Payment Source: Solely from net bond proceeds of the Series 2023 Phase #1 Bonds secured by the Assessments levied against the Phase #1 Assessed Property shown on the Phase #1 Assessment Roll attached as Appendix G to the SAP.

B. *Portion to be paid from net PID Bond Proceeds of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Phase #1B Project) (the "Series 2024 Phase #1B Bonds"):*

- Outstanding Principal Amount at the time the Series 2024 Phase #1B Bonds were issued: **$5,535,129.65**

- Interest Rate**:** Interest Rate on any unpaid portion of the Reimbursement Agreement Balance – Phase #1 Improvements paid from the proceeds of the Series 2024 Phase #1B Bonds shall be the lesser of: (1) the interest rates on the Series 2024 Phase #1B Bonds, or (2) 5.85**%** based on the Bond Index Rate of 5.85% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City, in the month before the date the City approved the Phase #1 Assessment Ordinance which is the same date the obligation to pay the Reimbursement Agreement Balance - Phase #1 Improvements was incurred.

- Date of Phase #1 Assessment Ordinance Approval: Ordinance No. 2023-31 approved on April 11, 2023 and recorded in the real property records of Denton County, Texas on April 17, 2023, as Instrument No. 38050.

- Payment Source: Solely from net bond proceeds of the Series 2024 Phase #1B Bonds secured by the Assessments levied against the Phase #1 Assessed Property shown on the Phase #1 Assessment Roll attached as Appendix G to the SAP, as updated in connection with the issuance of the Series 2024 Phase #1B Bonds.

2. Reimbursement Agreement Balance – Improvement Area #2 Projects

A. *Portion to be paid from net PID Bond Proceeds of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Improvement Area #2 Project) (the "Series 2024 IA #2 Bonds"):*

- Original Principal Amount: $38,256,000
- Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Agreement Balance – Improvement Area #2 Projects paid from the proceeds of the Series 2024 IA #2 Bonds shall be the lesser of: (1) the interest rates on the Series 2024 IA #2 Bonds or (2) 5.85% based on the Bond Index Rate of 4.57% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City in the month before the date the City approved the Improvement Area #2 Assessment Ordinance which is the same date the obligation to pay the Reimbursement Agreement Balance – Improvement Area #2 Projects was incurred.
- Date of Improvement Area #2 Assessment Ordinance Approval: Ordinance No. 2024-100 approved on November 12, 2024, and recorded in the real property records of Denton County, Texas on November 15, 2024, as Instrument No. 124361.
- Improvements Paid: The proceeds of the Series 2024 IA #2 Bonds shall only be used to pay for the costs of the Improvement Area #2 Improvements and the Initial Major Improvements allocable to Improvement Area #2. No proceeds of the Series 2024 IA #2 Bonds can be used to pay for the Additional Major Improvements allocable to Improvement Area #2 and such Additional Major Improvements allocable to Improvement Area #2 shall not be required to be completed before such time as 100% of the proceeds of the Series 2024 IA #2 Bonds can be disbursed pursuant to a Certification For Payment attached to the Amended and Restated PID Reimbursement Agreement.
- Payment Source: Solely from net bond proceeds of the Series 2024 IA #2 Bonds secured by the Assessments levied against the Improvement Area #2 Assessed Property shown on the Improvement Area #2 Assessment Roll attached as Appendix H to the SAP. The net bond proceeds of the Series 2024 IA #2 Bonds deposited in the Improvement Area #2 Project Account of the Project Fund established by the trust indenture relating to the Series 2024 IA #2 Bonds shall only be used to pay for the costs of the Improvement Area #2 Improvements and the Initial Major Improvements allocable to Improvement Area #2. No proceeds of the Series 2024 IA #2 Bonds can be used to pay for the Additional Major Improvements allocable to Improvement Area

#2 and such Additional Major Improvements allocable to Improvement Area #2 shall not be required to be completed before such time as 100% of the proceeds of the Series 2024 IA #2 Bonds can be disbursed pursuant to a Certification For Payment attached to the Amended and Restated PID Reimbursement Agreement.

B. *Portion to be paid from net PID Bond Proceeds of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Mosaic Public Improvement District Improvement Area #2B Project) (the "Series 2026 IA #2B Bonds"):*

- Outstanding Principal Amount at the time the Series 2026 IA #2B Bonds were issued: [$7,100,000]

- Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Agreement Balance – Improvement Area #2 Projects paid from the proceeds of the Series 2026 IA #2B Bonds shall be the lesser of: (1) the interest rates on the Series 2026 IA #2B Bonds, or (2) 5.85**%** based on the Bond Index Rate of 4.57% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City, in the month before the date the City approved the Improvement Area #2 Assessment Ordinance which is the same date the obligation to pay the Reimbursement Agreement Balance - Improvement Area #2 Projects was incurred.

- Date of Improvement Area #2 Assessment Ordinance Approval: Ordinance No. 2024-100 approved on November 12, 2024, and recorded in the real property records of Denton County, Texas on November 15, 2024, as Instrument No. 124361

- Payment Source: Solely from net bond proceeds of the Series 2026 IA #2B Bonds secured by the Assessments levied against the Improvement Area #2 Assessed Property shown on the Improvement Area #2 Assessment Roll attached as Appendix H to the SAP, as updated in connection with the issuance of the Series 2026 IA #2B Bonds.

Life Connected.

Engineering (Purchasing)
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: May 12, 2026

Agenda Item:
Consider and act to authorize Amendment 2 to the Guaranteed Maximum Price (GMP) for the construction of the fire lane civil work at the Parks Administration Building to Crossland Construction for an amount not to exceed $1,457,094.00. (Brawner)

Background Information:
In December 2024, City Council awarded the Parks Administration Remodel project Construction Manager at Risk (CMAR) to Crossland Construction. In June 2025, the Celina City Council approved the Guaranteed Maximum Price (GMP), and construction began. In July 2025, Council members reviewed 3 options for fire lane design for the building and approved Plan C. In February 2026, City Council approved the design amendment for Parkhill, Smith, and Cooper to complete the civil drawings for this site, including the fire lane. Crossland advertised their scope of work per the City's purchasing standards and has provided their GMP proposal for the overall site civil construction.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. GMP Cost Scope
3. 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 approving the GMP as presented.



Parks Admin

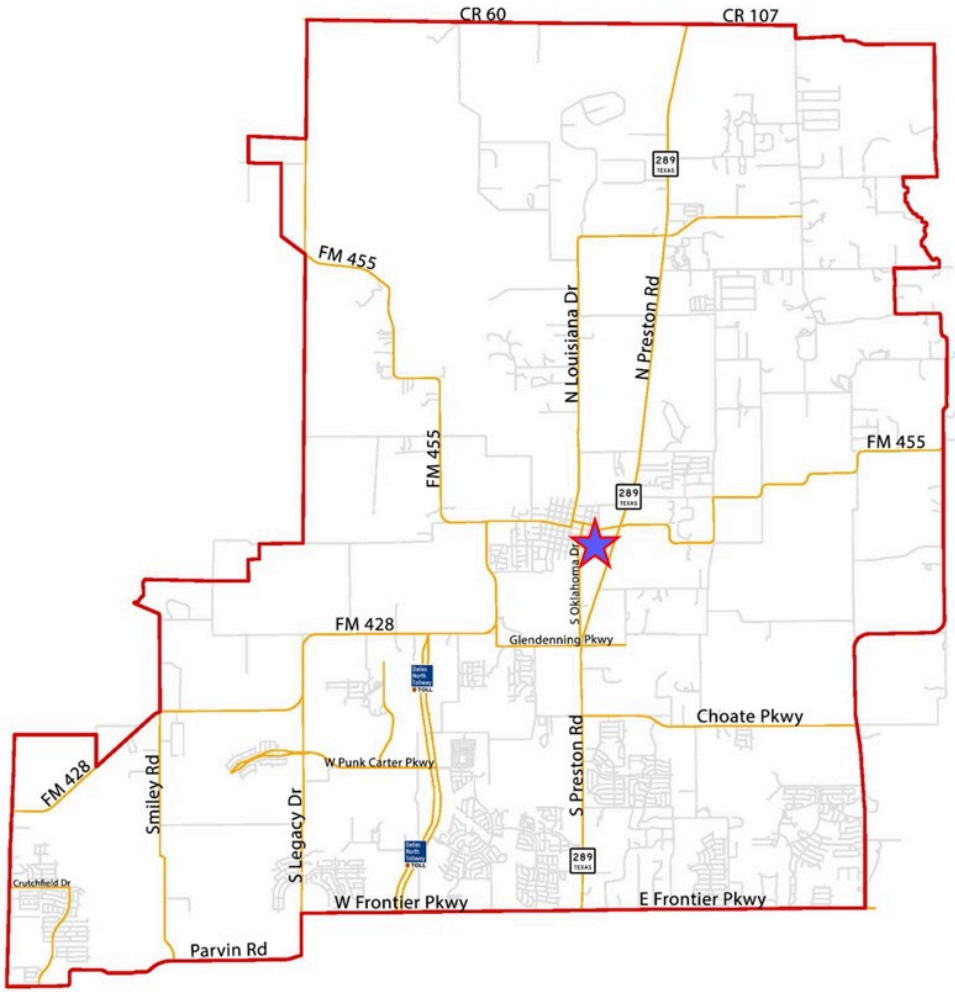
Civil GMP

May 12, 2026

Kimberly Brawner, P.E., PTOE

Assistant City Manager

Location Map

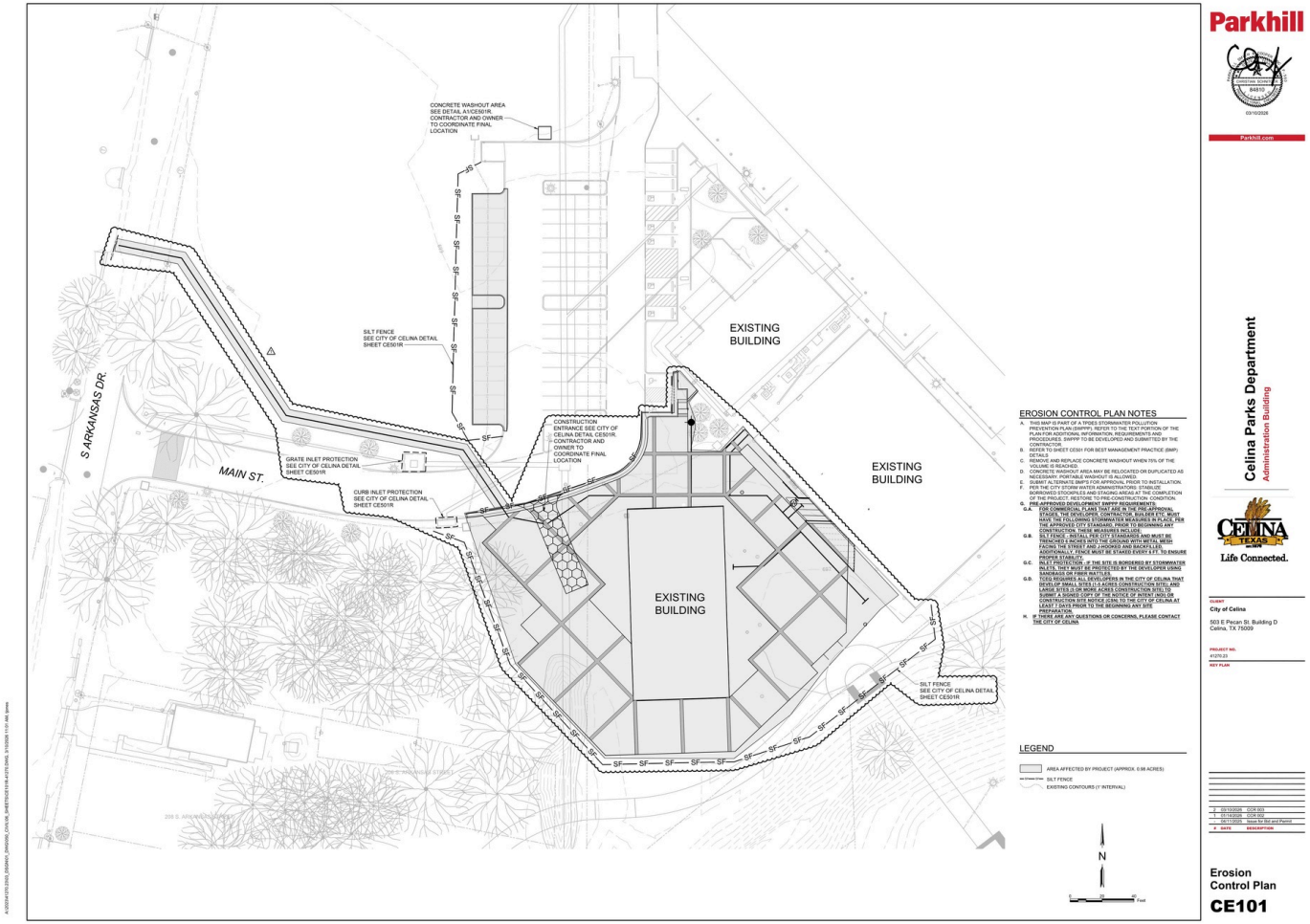


Background

- December 2024 - Council approved CMAR to Crossland
- June 2025 - Council approved Crossland GMP #1
- July 2025 - Council selection Option C for fire lane
- Feb 2026 - approval of Parkhill deisgn amendment



Background



CONCRETE WASHOUT AREA SEE DETAIL A1/CE501R. CONTRACTOR AND OWNER TO COORDINATE FINAL LOCATION
SILT FENCE SEE CITY OF CELINA DETAIL SHEET CE501R
S ARKANSAS DR.
MAIN ST.
GRATE INLET PROTECTION SEE CITY OF CELINA DETAIL SHEET CE501R
CURB INLET PROTECTION SEE CITY OF CELINA DETAIL SHEET CE501R
CONSTRUCTION ENTRANCE SEE CITY OF CELINA DETAIL CE501R. CONTRACTOR AND OWNER TO COORDINATE FINAL LOCATION
EXISTING BUILDING
EXISTING BUILDING
EXISTING BUILDING
SILT FENCE SEE CITY OF CELINA DETAIL SHEET CE501R
EROSION CONTROL PLAN NOTES
LEGEND
N
Parkhill
Celina Parks Department
Administration Building
Life Connected.
City of Celina
503 E Pecan St. Building D
Celina, TX 75009
Erosion Control Plan
CE101

Scope of Work

- Construction of life safety Fire lane around Parks Admin. Building,
- Provide trenching & transformer pad for Oncor electrical utility relocation
- Provide new water line for loop as required for Fire Suppression
- Partial removal of existing Indoor Turf Building per Council approved Fire Lane design



Fee Summary

Guaranteed Maximum Price Proposal

CROSSLAND CONSTRUCTION COMPANY, INC.

Project: Celina Parks Admin Phase 2
Date: March 24, 2026

BID PACKAGE	DESCRIPTION	SITE	1.76 $/Acre	TOTAL	%
01A	General Requirements	$ 111,950	$ 63,497	$ 111,950	7.68%
01C	Materials Testing	$ -	$ -	$ -	0.00%
02A	Demolition	$ 38,000	$ 21,553	$ 38,000	2.61%
31A	Earthwork	$ 137,348	$ 77,902	$ 137,348	9.43%
31B	Erosion Control	$ 5,000	$ 2,836	$ 5,000	0.34%
32A	Landscaping & Irrigation	$ 61,056	$ 34,630	$ 61,056	4.19%
32B	Synthetic Turf	$ -	$ -	$ -	0.00%
32C	Site Furnishings	$ -	$ -	$ -	0.00%
32D	Pavers	$ 101,033	$ 57,305	$ 101,033	6.93%
32E	Pavement Markings	$ 18,453	$ 10,466	$ 18,453	1.27%
32F	Fencing	$ -	$ -	$ -	0.00%
32RW	Retaining Walls	$ -	$ -	$ -	0.00%
33A	Site Utilities	$ 301,576	$ 171,050	$ 301,576	20.70%
33B	Franchise Utilities	BY OWNER	$ -	BY OWNER	0.00%
03A	Cast-in-Place Concrete	$ 275,100	$ 156,033	$ 275,100	18.88%
04A	Masonry	$ -	$ -	$ -	0.00%
05A	Structural & Miscellaneous Steel	$ 120,000	$ 68,063	$ 120,000	8.24%
07B	Waterproofing	$ 16,200	$ 9,188	$ 16,200	1.11%
07D	Metal Panels	$ -	$ -	$ -	0.00%
09D	Painting	$ -	$ -	$ -	0.00%
10A	Specialties	$ -	$ -	$ -	0.00%
10B	Signage	$ -	$ -	$ -	0.00%
13A	Metal Building System	$ -	$ -	$ -	0.00%
26A	Electrical	$ -	$ -	$ -	0.00%
	SUBTOTAL DIRECT COST OF WORK	**$ 1,185,716**	**$ 672,523**	**$ 1,185,716**	**81.38%**
	Construction Contingency	$ 29,142	$ 16,529	$ 29,142	2.00%
	Owner's Contingency	$ 43,713	$ 24,793	$ 43,713	3.00%
	Plan Review & Permit Fees	$ -	$ -	$ -	0.00%
	Impact / Tap Fees	BY OWNER	$ -	BY OWNER	0.00%
	General Liability Insurance	$ 7,285	$ 4,132	$ 7,285	0.50%
	Builder's Risk Insurance	$ 14,571	$ 8,264	$ 14,571	1.00%
	Subcontractor Default Insurance (SDI)	$ 19,671	$ 11,157	$ 19,671	1.35%
	General Conditions	$ 105,269	$ 59,707	$ 105,269	7.22%
	Payment & Performance Bond	$ 16,028	$ 9,091	$ 16,028	1.10%
	Preconstruction Phase Fee	$ -	$ -	$ -	0.00%
	Construction Phase Fee	$ 35,699	$ 20,248	$ 35,699	2.45%
	TOTAL	**$ 1,457,094**	**$ 826,446**	**$ 1,457,094**	



Questions?

CROSSLAND
CONSTRUCTION COMPANY, INC.
731 Industry Way, Suite 100
Prosper, Texas 75078
tel 972.347.5659
fax 972.347.5684

March 24, 2026

Ms. Kimberly Brawner, Assistant City Manager
City of Celina
142 N. Ohio St.
Celina, TX 75009

RE: Celina Parks Administration Renovation Phase 2 - CIVIL
Guaranteed Maximum Price Proposal

Dear Ms. Brawner:

Crossland Construction Company, Inc. ("**CROSSLAND**") is pleased to submit our Guaranteed Maximum Price ("GMP") Proposal for the Celina Parks Administration ("Project").

This proposal is based on the AIA A133-2019 Standard Form of Agreement Between Owner and Contractor and AIA A201-2017 General Conditions of the Contract for Construction Between City of Celina ("Owner") and **CROSSLAND** ("CMAR") and the design documents issued by Parkhill and their Consultants ("Architect").

We appreciate being part of your project team and helping make your project successful. If you have any questions regarding our proposal or need additional information, please do not hesitate to call.

Best regards,

Rocky Hussman
Division Manager
rhussman@crossland.com

1 Section One – Proposal Summary

Executive Summary

This Guaranteed Maximum Price ("GMP") Proposal is based upon the documents prepared by HED and their Consultants as detailed in the enclosed Document Log.

Further project scope definition has been developed by CROSSLAND, and various qualifications that are included in this proposal.

From this data, we hereby propose a Guaranteed Maximum Price of **One Million Four Hundred Fifty Seven Thousand Ninety Four Dollars ($1,457,094)**. See enclosed Guaranteed Maximum Price Summary for a detailed cost breakdown and the Value Management Log for accepted VE items of which the GMP amount is based. Please note that the cost savings Accepted on the Value Management Log are theoretical and must be validated upon receipt of revised design documents incorporating said items. In the event that the anticipated cost savings is not achieved for a particular item or items, then the City of Celina shall fund the delta from the Owner's Contingency or issue a Change Order to increase the amount of the GMP.

We have developed and enclosed a Project Schedule, which indicates the agreed upon schedule objectives for the project.

- Submit GMP — March 24th, 2026
- Council Approval of GMP — May 12th, 2026
- Issue Building Permit on or before — May 13th, 2026
- Notice to Proceed ("NTP") for Construction — May 13th, 2026
- Substantial Completion — November 20th, 2026

CROSSLAND recommends that the attached documents be carefully reviewed; questions and comments be referred back to us for resolution; and the overall project be approved for further progress.

2 Section Two – Basis of Proposal

Introduction

This section of Guaranteed Maximum Price (GMP) Proposal describes clarifications, qualifications, assumptions, and exclusions from which our proposal is based.

For those items that are identified as **excluded**, no cost or time has been accounted for in the GMP Proposal to address the issue. For those items that are **clarified, qualified** or based on an **assumption**, the GMP proposal reflects only the cost and time of the element as assumed or clarified.

Any modifications to the following clarifications, qualifications, assumptions, and exclusions may result in a change to GMP and/or the Project Schedule.

Cost Basis of GMP

CROSSLAND 's Guaranteed Maximum Price (GMP) Proposal is based upon the following listed in order of precedence:

1. These GMP Clarifications, Qualifications, Assumptions, and Exclusions
2. Drawings
3. Specifications
4. The Agreement between Owner and Contractor

Changes or revisions to the foregoing information could result in a modification to the GMP price and/or Project Schedule. As such, the Owner must carefully review all the criteria used to develop this GMP Proposal and request any revisions to the same, so that a modified GMP Proposal can be prepared.

Bonds and Insurance

1. **Payment and Performance Bonds** for CROSSLAND are included in the GMP at a rate of 1.10%.
2. GMP includes following insurance coverages and rates:

Builder's Risk Insurance	0.50%
General Liability Insurance	1.00%
Subcontractor Default Insurance	1.35%

3. **Maintenance Bond** for CROSSLAND are included in the GMP at a rate of 0.60%.

Permits and Fees

1. GMP **excludes** Plan Review Fees and Building Permit Fees.
2. Impact and/or Tap Fees for water and sanitary sewer are **excluded**.
3. GMP **excludes** any and all costs and/or Fees for Franchise Utilities (ie. Atmos, Oncor, AT&T, etc…)

Contingency

GMP includes the following Contingencies:

A.	Construction Contingency	$29,142
B.	Owner's Contingency	$43,713
C.	Escalation Contingency	**EXCLUDED**
D.	Design Contingency	**EXCLUDED**

A. The **Construction Contingency** shall be available for the exclusive use of CROSSLAND without approval by the Owner to provide funds to address items such as, by way of example: (1) estimating, coordination and/or procurement errors and/or omissions, (2) overtime and other costs of accelerating and/or recovering for time lost related to the Work (which are not otherwise the basis of entitlement to a Change Order), (3) interfacing omissions between and from the various categories of work, (4) additional costs incurred due to the withdrawal or disqualification of a subcontractor bid forming the basis for the GMP prior to execution of a written subcontract, (5) cost increases due to unanticipated local labor conditions, selective overtime, or the like. **Construction Contingency** is **NOT** intended to provide for costs associated with Owner initiated changes, design changes, design intent, unknown, unforeseen, concealed or unrevealed physical conditions, force majeure events (ie. escalation) or other items for which CROSSLAND may be entitled to a Change Order in accordance with the Agreement. The **Construction Contingency** shall be increased by any savings as a result of the buyout process.

B. **Owner Contingency** has been included in the GMP Proposal to address issues such as enlarging the size of the project, level of service of the components, modifications or acceleration of project schedule, additional quality to project components not currently reflected in the Drawings or Specifications and material and/or equipment cost escalation.

C. Due to the ongoing escalation in materials prices, if during the performance of the Work, material costs and/or project equipment costs significantly increase(s), through no fault of the Contractor, the GMP shall be equitably adjusted by an amount reasonably necessary to cover the price increase, to the extent not covered by Owner Contingency funds specifically designated for materials escalation costs and included in the GMP. Such adjustment of the Contract price shall be made through a Change Order on or before Contractor submits the final pay application. Such price increase shall be documented through quotes, invoices, or receipts. Notwithstanding anything herein to the contrary, Contractor shall submit such documentation and request on or before such date and Contractor shall not be considered to have diminished or waived any Claims or rights in regard to the timeliness of the submission of such information or request except to the extent such increase has already been paid by Owner pursuant to a previous Change Order. Where the delivery of material or equipment is delayed, through no fault of the Contractor, as a result of the shortage or unavailability of materials and equipment, or delays in shipping or delivery, Contractor shall not be liable for any additional costs or damages associated with such delay(s), the Contract Time shall be adjusted to the extent such delay(s) impact(s) the Schedule, and the Contractor shall be entitled to a Change Order for its costs incurred as a result of such delay(s).

General Clarifications

1. The only price guarantee within this GMP is that of the proposed Total GMP amount. There are no individual line item guarantees within the GMP. Individual line item savings (ie. Buyout Savings) within the GMP shall be reallocated to the Construction Contingency for CROSSLAND's use throughout the Construction Phase of the project.

2. GMP **excludes** Sales Tax on materials incorporated into the real property in accordance with the Agreement

3. GMP includes the **Construction Manager's Fee** at a rate of 2.45%

4. GMP includes lump sum amounts for **Project Staffing** and **General Conditions** which shall be billed on a monthly basis equal to the percentage (%) of the Work Completed and Stored to Date. GMP **excludes** manifest billing procedures.

5. GMP **excludes** Prevailing Wages and reporting thereof.

6. Any and all rates and/or multipliers included in the GMP shall be subject to audit for the proper allocation but not composition.

Package Specific Clarifications, Qualifications, Assumptions & Exclusions

The following definition represents the basis of our estimate and serves as the Proposal for the project. The estimated costs were developed based upon the project documents listed in the appendices and schedule data described elsewhere in this report, and the assumptions, clarifications and design criteria presented under this section. The following clarifications, qualifications, assumptions and exclusions represent the basis of our Proposal.

01A – General Requirements

1. GMP **excludes** Construction Materials Testing
2. GMP **excludes** Cost and/or Resource Loading of the Construction Schedule
3. GMP **excludes** any and all BIM requirements. CROSSLAND shall utilize BIM as they deem necessary and in the manner in which they deem appropriate.
4. GMP **excludes** any and all requirements and/or goals for recycling of construction trash and debris
5. In establishing the price for the Proposal, CROSSLAND understands that reasonable substitutions may be made to specified materials except where otherwise noted. Substitution Requests shall be submitted and approved in accordance with the Contract Documents.

02A – Demolition

1. GMP includes demolition of only those items specifically identified on the Contract Documents to be demolished and **excludes** any demolition not shown.

02B – Existing Indoor Turf Building

1. GMP includes Demo of Low Roof Area of Indoor Turf Building, approximately located along the Eastern and Southern Portions of the building. These areas must be demoed for the installation of the proposed fire lane. GMP Pricing is contingent upon 3rd Party forensic structural review provided by Parkhill. GMP Pricing is subject to change based on the findings and recommendations of 3rd Party Forensic Review. No Temporary Shoring or Bracing is included if deemed necessary. Demo cost is based on existing building being structurally capable of partial demolition of the above mentioned areas of the building.

31A – Earthwork

1. GMP includes 8" Lime Stabilization at 8% at 5" thick Concrete Paving

31B – Erosion Control

1. GMP Includes Erosion Control only shown in contract documents. Any and all erosion controls measures for the adjacent stream are specifically **excluded.**

32A – Landscape & Irrigation

1. GMP **excludes** any importing of topsoil.
2. GMP includes plant beds priced as installing 2" depth of specified soil mix, tilling into the existing soil to 8" depth.
3. GMP assumes irrigation connection to existing system.
4. GMP includes Sod in areas indicated on LP-100

32E – Pavement Markings

1. GMP **excludes** cleaning and restriping of existing parking lot.

33A – Site Utilities

1. GMP assumes existing utility connections are as shown on CU-101 & CU-102

03A – Cast-In-Place Concrete

1. GMP includes 4,000 PSI Compressive Strength @ 28 Days, Concrete Paving

04A – Masonry

1. No Comments.

05A – Structural & Miscellaneous Steel

1. No Comments.

06A – Woods and Plastics

1. Not Applicable

07A – Roofing

1. Not Applicable

07B – Waterproofing

1. GMP Includes Dow 890SL Silicone Site Paving Sealants at Paving & Sidewalks

07D – Metal Panels

1. Not Applicable.

08A – Doors & Hardware

1. Not Applicable

08B – Glass & Glazing

1. Not Applicable

09A – Drywall & Acoustical

1. Not Applicable

09B – Flooring

1. Not Applicable

09C – Tile

1. Not Applicable

09D – Painting

1. Not Applicable

10A – Miscellaneous Specialties

1. Not Applicable

10B – Signage

1. GMP **excludes** any signage

10C – Prefabricated Canopies

1. GMP includes updated Canopy design in Phase 2 Drawings, as shown on S-131, S-501, S-511, & S-901

10E – Lockers

1. Not Applicable

11A – Residential Appliances

1. Not Applicable

12A – Furnishings

1. GMP **excludes** site furnishings.

13A – Metal Building System

1. Not Applicable

14A – Elevators

1. Not Applicable.

21A – Fire Protection

1. GMP **excludes** Fire Pump, Jockey Pump and Controller
2. GMP **excludes** Pre-Action and Clean Agent Systems
3. GMP **excludes** coverage beneath all canopies/awnings
4. GMP excludes Fire Suppression at existing indoor turf building.

22A – Plumbing

1. Not Applicable

23A – HVAC

1. Not Applicable

26A – Electrical

1. GMP **excludes** any electrical, including any site lighting.

27A – Communications

1. GMP includes underground data pathways to the building. Cabling to be pulled into building by City of Celina.

27B – Audio Visual

1. Not Applicable

28A – Fire Alarm

1. GMP **excludes** Fire Alarm Systems at any Canopies, and at existing Indoor Turf Building.

28B – Security

1. Not Applicable

28C – Access Controls

1. Not Applicable

Allowances

The following Allowances are included in GMP in accordance with the Contract Documents. These Allowances are intended to provide for all direct and indirect construction costs associated with each of these items.

Upon final determination of the actual cost, the GMP Allowance shall be revised by replacing the Allowance amount with the actual cost of the item or scope. In the event the actual cost is less than the specified Allowance, the cost savings shall be reallocated to the Construction Contingency. In the event the actual cost exceeds that of the Allowance, CROSSLAND shall be entitled to additional compensation via a Change Order to increase the GMP or such overrun shall be funded using the Owner's Contingency.

Lump Sum Allowances

1. N/A

Unit Prices

The following Unit Prices represent the direct cost only:

Haul-off Excess	ADD	$20.00/CY
Import Topsoil	ADD	$36.00/CY
Rock Excavation	ADD	$12.00/CY
Light Pole Bases	ADD	$1,600.00/EA
Pipe Bollards	ADD	$1,000.00/EA
Sod, Bermuda	ADD	$1.00/SF
Hydromulch, Bermuda	ADD	$.72/SF
Temporary Irrigation	ADD	$1.25/SF

Project Staff Hourly Rates

Project Executive	$150.00/Hour
Sr. Project Manager	$125.00/Hour
Project Manager	$100.00/Hour

Project Engineer	$ 65.00/Hour
General Superintendent	$150.00/Hour
Superintendent	$125.00/Hour
Assistant Superintendent	$ 75.00/Hour
Field Engineer	$ 65.00/Hour

Appendix – Document Log

The subsequent pages contain the Document Log.

Appendix – Schedule

The subsequent pages contain the detailed project schedule.

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:
2026-1457436

Date Filed:
05/05/2026

Date Acknowledged:
05/05/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Crossland Construction Company, Inc.
Columbus, KS 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.
2024-092
General Contractor - Parks Admin Building GMP 2

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hussman, Rocky	Columbus, KS United States	X	
Curchin, Alexander	Columbus, KS United States	X	
Crossland, Bennie	Columbus, KS United States	X	
Crossland, Ivan Jr.	Columbus, KS United States	X	
Crossland, Mark C.	Columbus, KS United States	X	
Crossland, Michael C.	Columbus, KS United States	X	
Crossland, Michael J.C.	Columbus, KS United States	X	
Crossland, Patrick	Columbus, KS United States	X	
Priest, John	Columbus, KS United States	X	
Smith, Greg	Columbus, KS United States	X	
Johnson, Tad	Columbus, KS United States	X	

CERTIFICATE OF INTERESTED PARTIES

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2024-092
General Contractor - Parks Admin Building GMP 2

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. ☐

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)

The Celina Purchasing Department has Received and Acknowledged this Form 1295 as required by Texas Government Code, Section 2252.908. Forms are acknowledged through the Ethics Commission website, and the final acknowledged form does not include a signature. The original document is on file in the bid folder and includes the required signature.

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

Life Connected.

Engineering (Purchasing)
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: May 12, 2026

Agenda Item:
Consider and act to award Bid #2025-039 to Tangram, LLC, for the Downtown Center furniture in the amount of $1,593,213.00, plus a 5% contingency in the amount of $79,660.00, for a total amount not to exceed $1,672,873.00. (Brawner)

Background Information:
On April 9, 2024, the City approved the construction of the new five-floor, 115,000-square-foot Downtown Center, of which 69,000 square feet serve as municipal offices and public meeting spaces. A Request For Proposals was advertised in September 2025 to 105 vendors for general office and meeting space furniture, inviting bids on specific items using buying contracts. Tangram, LLC was selected out of 5 vendors that applied. Staff and our consultant participated in the evaluation. The evaluation included a review of the overall cost before negotiating final terms; the proposer's financial stability, ability to meet objectives, qualifications, and resources; product proposal/quality; past performance; environmental sustainability; warranty; and obsolescence policy. Their specifications met our criteria, and they scored the highest with a price quote that was in the middle.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Tangram Furniture Package
3. Tangram Furniture Quote
4. Evaluation

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 bid as presented.



Downtown Center Furniture

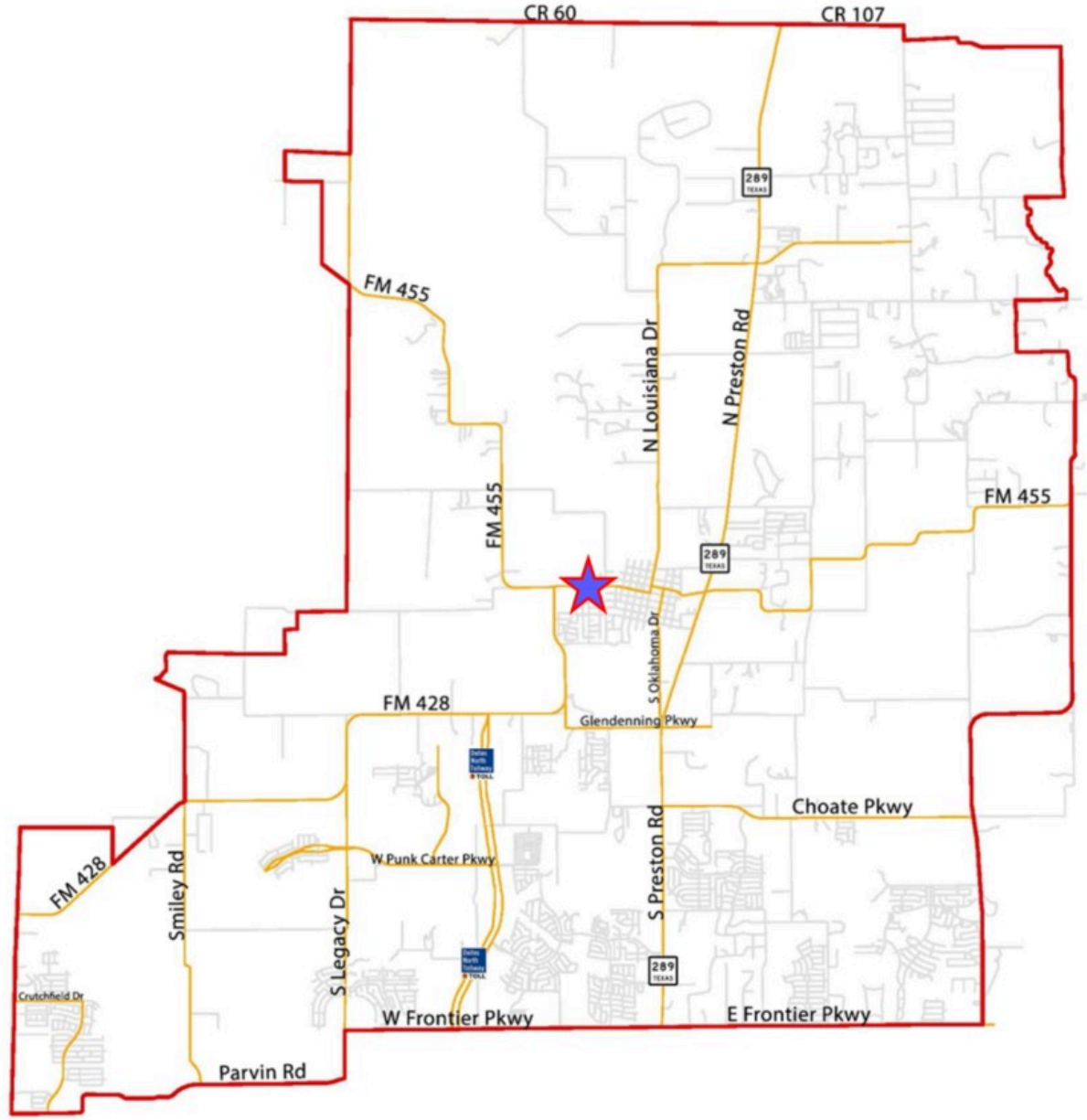
05/12/2026

Kim Brawner, P.E., PTOE
Assistant City Manager

Location Map

Downtown Center

W Walnut (FM 455) and N Colorado



Background

- ☆ Downtown Center & Library = 126,246 square feet
- ☆ 9/12/2025 - 10/07/25 - RFP advertised for furniture vendor
- ☆ Bid invitation was advertised in the local paper and posted on the City's eProcurement system and one hundred five (105) 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 Tangram Interiors

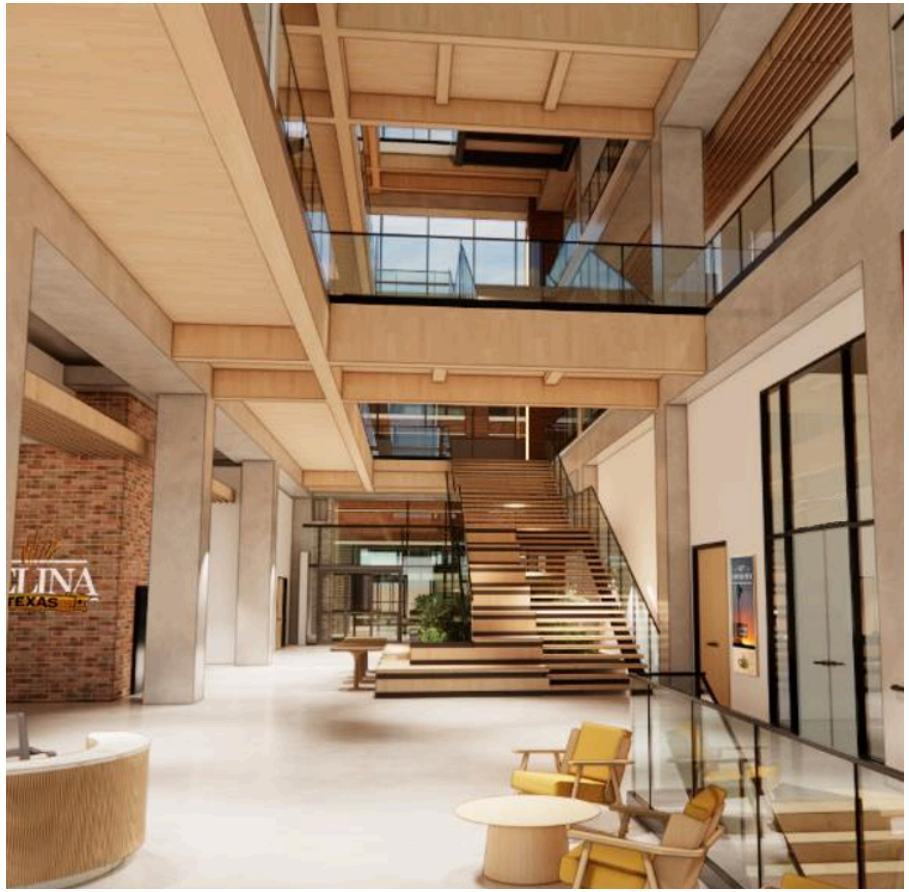
Scope of Work

A | Installation of general office & open cubicle workstations

B | Installation of reception areas & multiple conference rooms

C | Installation of all large public meeting spaces & employee break area

D | Installation of all library office & public furniture for children's spaces, maker's space, study and reading rooms



Furniture package includes:

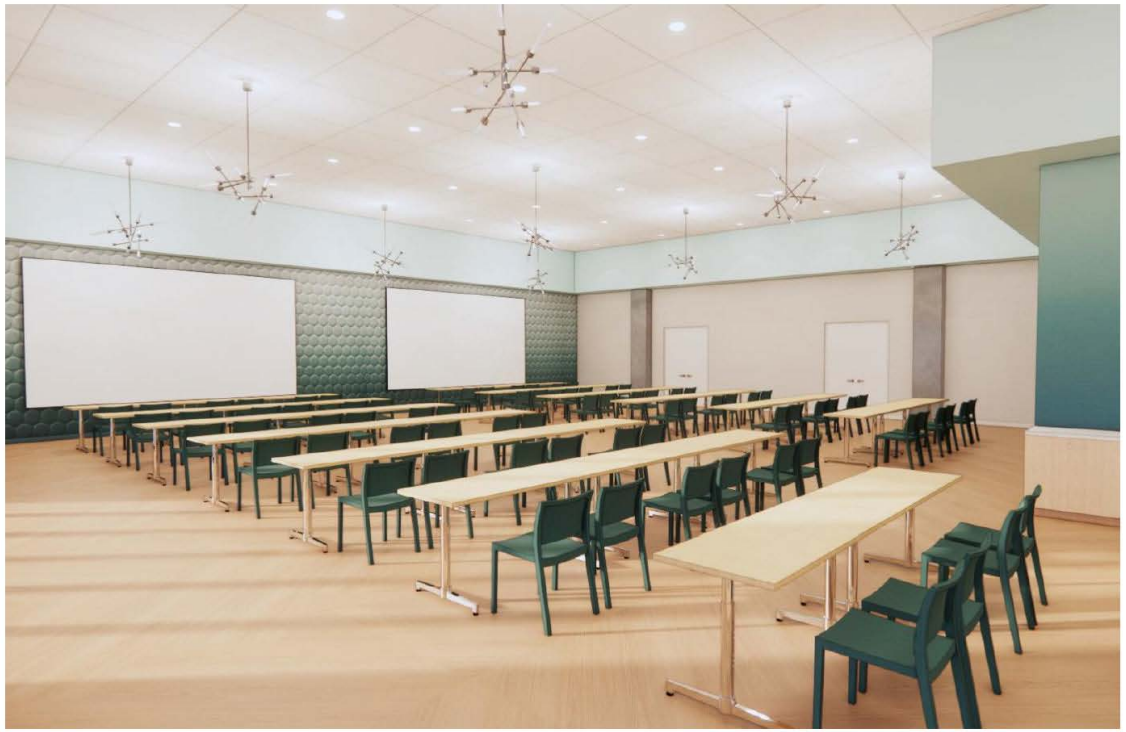
37 Private Offices - 128 Cubicle Workstations - 43 Field Staff Workstation desks





Furniture package includes:

2 Large multi-purpose meeting rooms (1 roof top meeting space & employee break area)





Furniture package includes:

11 Conference Rooms in various sizes - Public Lobby & Reception area furnishings





Furniture package includes:

Library Study / Reading Rooms - Children's / Teens / Adult Library furniture - Makers Space





RFP 2025-039

A | Highest Scoring Bidder: Tangram Interiors

B | Total Not to Exceed: **$1,672,873.00**
$1,593,213.00 + 5% Contingency ($79,660.00)



Questions?

Tangram Interiors

City of Celina Government Center Validation Package

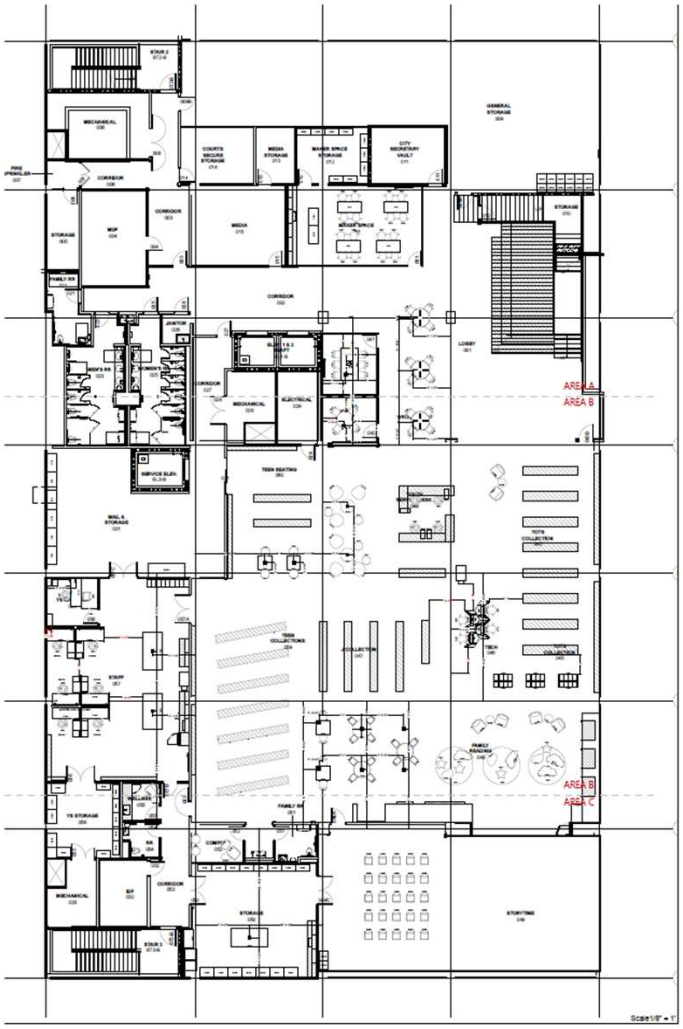
City Hall

Library

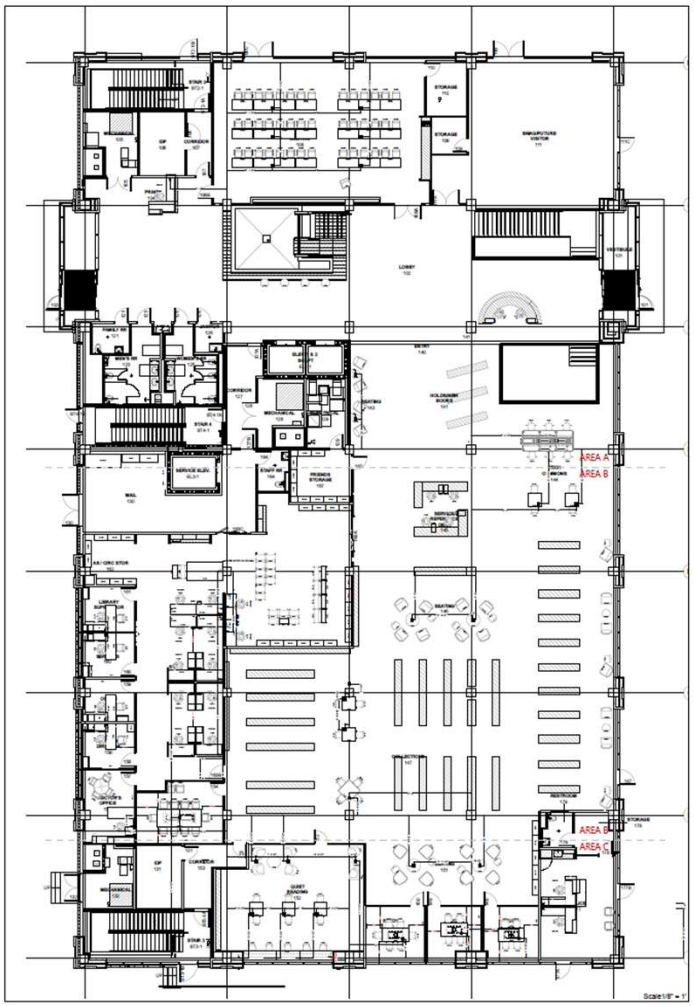
DALLAS FORT WORTH LOS ANGELES NEWPORT BEACH FRESNO BAKERSFIELD

OVERALL FURNITURE PLANS

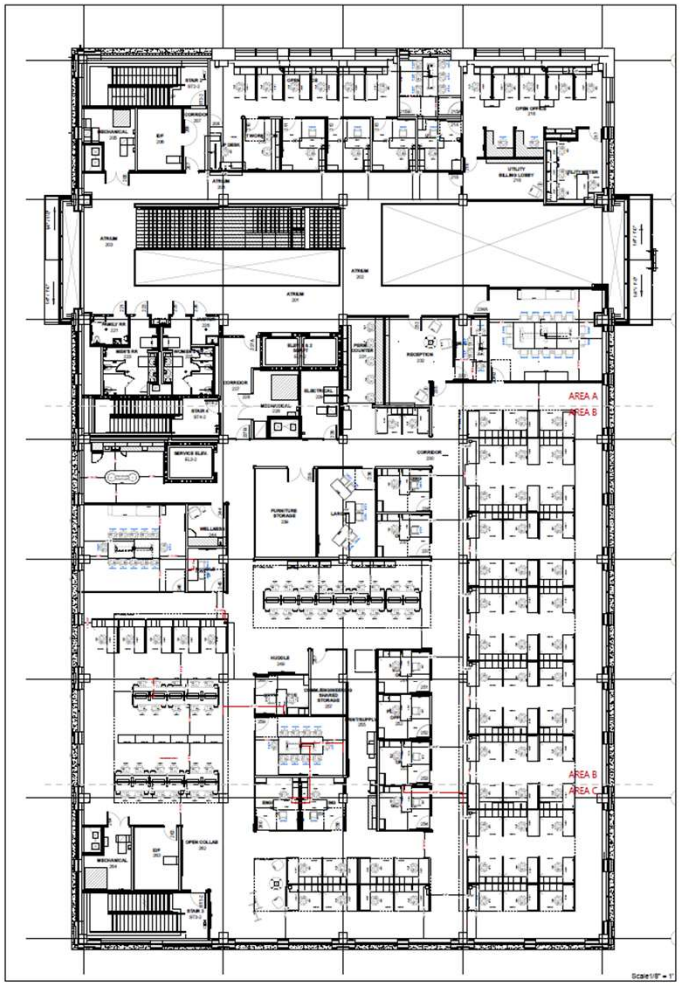
BASEMENT



1ST FLOOR



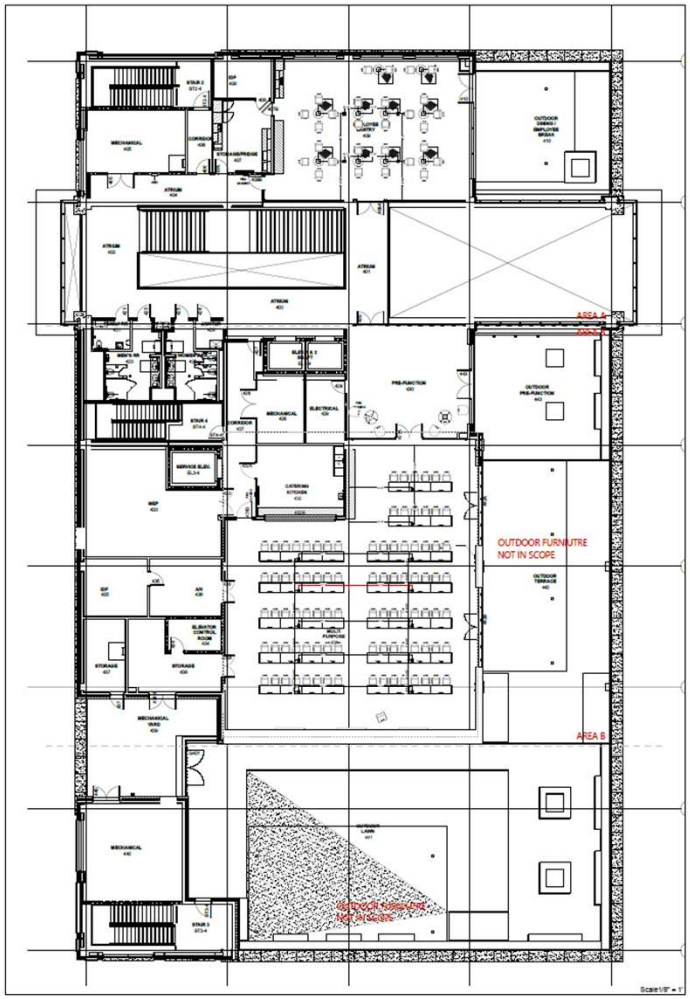
2ND FLOOR



3RD FLOOR

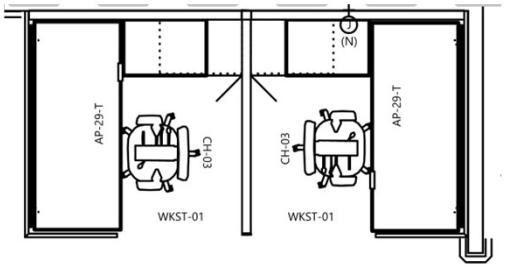


4TH FLOOR


AREA A
AREA B
OUTDOOR FURNIUTRE
NOT IN SCOPE
AREA B
OUTDOOR FURNIUTRE
NOT IN SCOPE

WORKSTATIONS

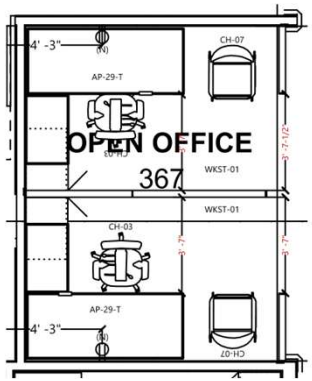
WKST-01





REMOVE CENTER PANEL

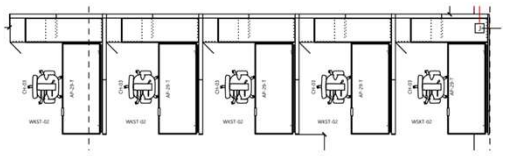
WKST-01A


4' -3"
AP-29-T
CH-07
OPEN OFFICE
367
WKST-01
WKST-01
CH-03
AP-29-T
4' -3"
CH-07

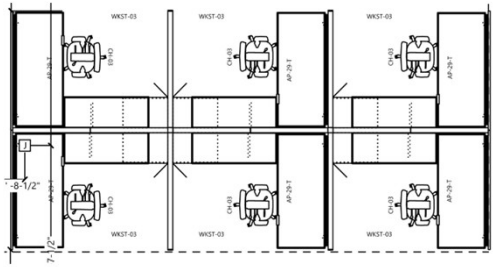


WKST-02



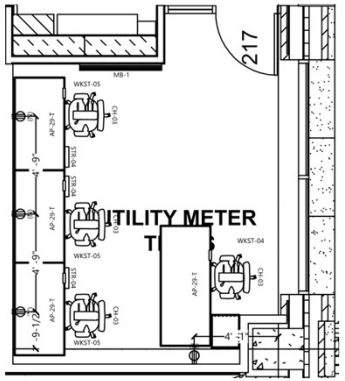


WKST-03





WKST-04 and WKST-05

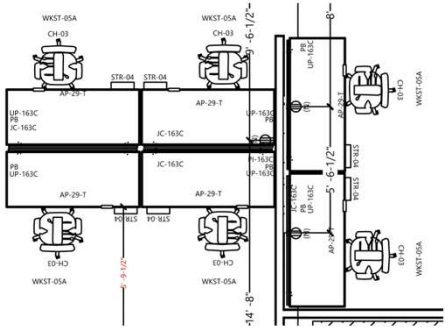




THESE 3 DESKS DO NOT HAVE UP/DOWN

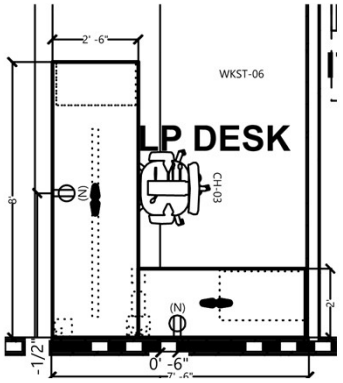
SEE PLAN CHANGE WITH 36" RETURN AND PANEL SURROUND AT MAIN DESK

WKST-05A





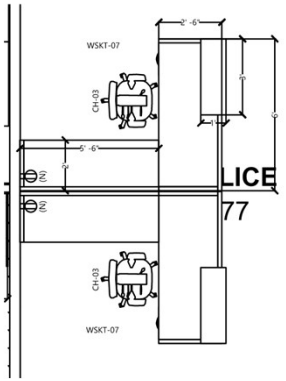
WKST-06



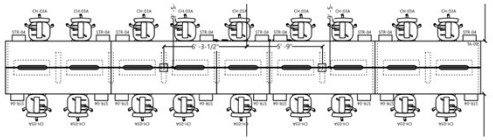


WKST-07





TA-09





STR-04

Youth Service Desk 043 (4) AS/CIRC Storage 163 (4) Lobby 102 (2) Service Reference Desk 145 (4) AS/CIRC 165 (2) 208 (2) 216 (4) Utility Meter Techs 217 (3) 231 (5) Open Office 247 (22) Open Office 248 (18) Reception 331 (2)



VERIFY 5 AT PERMIT COUNTER

AMQ | Mobile Pedetal

2 drawer mobile storage pedestal without upholstered seat. Individual keyed lock.
Dimensions: 14"W x 22"D x 20"H.

Paint: F2 White

Specification Schedule

WORKSTATIONS

SYSTEMS FURNITURE

TYPE: Answer

TRIM/TOPCAP STYLE: Thin

PANEL HEIGHT: 30"H along Windows / 54"H in all other locations

WIRING SCHEMATIC: 3+ 1 (Line 1 and Line 2 are controlled lines)

NOTE: Laminate Skins are only located on exterior of single sided workstations, when exposed to walkway. Laminate is horizontal appliation


4242: MILK SMOOTH
PANEL TRIM PAINT


2TH2: FAWN CYPRESS (HPL)
SKIN FINISH
BOUNDARY SCREEN FINISH


5FA4: BLUFF
PANEL FABRIC


6009: ARCTIC WHITE
POWER COMPONENTS

HEIGHT ADJUSTABLE DESK

TYPE: AMQ Activ 2.0 Base / Currency Top

CONTROLLER:

LEG TYPE: T LEG

CABLE MANAGEMENT: AMQ Wire Manager (standard with Activ 2.0) and Felt Sleeve

SCREEN TYPE: AMQ 3F Linear Screen 23"H / Sleeve Brackets


2TL2: FAWN CYPRESS (LPL)
TOP FINISH


F2: WHITE
BASE FINISH


FC3: Ash
SCREEN FINISH

CURRENCY CASEGOODS

TOP THICKNESS: 1-1/8"

PULL STYLE: Contemporary


2TL2: FAWN CYPRESS (LPL)
CASE/HEADSET FINISH


9212: SILVER
PULL FINISH


9201: POLISHED CHROME
LOCK FINISH

FRAMEONE BENCHING

TYPE: No Rail / Post Leg

SCREEN: Universal 13.5"H

TRAY TYPE: Simple

POWER ACCESS: Scallop


2TH2: FAWN CYPRESS (HPL)
SURFACE


4242: MILK SMOOTH
LEG FINISH


5FA4: BLUFF
SCREEN

WORKSURFACES (WKST-06 Only)

TYPE: Universal

POWER ACCESS: 1/2" Cord Drop


2TH2: FAWN CYPRESS (HPL)
TOP FINISH


4242: MILK SMOOTH
SUPPORT PAINT

STEEL STORAGE (WKST-06 Only)

TYPE: Universal Steel

PULL STYLE: Intergral

FEATURES: No Tops


4242: MILK SMOOTH
FINISH


9201: POLISHED CHROME
LOCK FINISH

STEEL STORAGE (WKST-05 and TA-09 Only)

TYPE: AMQ Slim Ped

PULL STYLE: Intergral


F2: WHITE
FINISH


9201: POLISHED CHROME
LOCK FINISH

TASK SEATING

TYPE: Office Master Yes Task Chair (YS88)

FEATURES: High Back / Mesh Back

GLIDE/CASTER TYPE: Hard (Carpet) Casters

NOTE: Task Chairs at TA-09 are armless, all other task chairs have arms

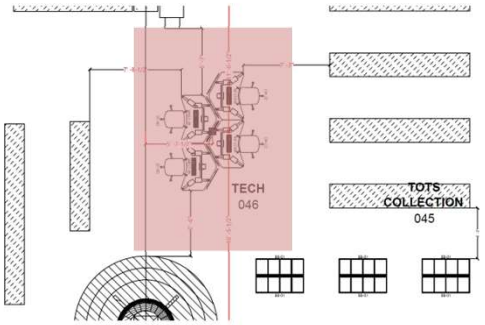

BLACK
FRAME FINISH


SAWTELLE
MESH BACK


XOXO FOREVER
SEAT FABRIC

WKST-09

TECH 046 (4)





Agati | Adapt

Arrow shaped wrapped workstation with four seats. Side acoustical board panel with daisy chained, surface mounted power (grey) Spool wire channel to floor. Power & USBs
Dimensions: 48" W x 35"D x 30"H



Laminate: Formica- Aged Ash



Base: Powder coat- Dark Tone

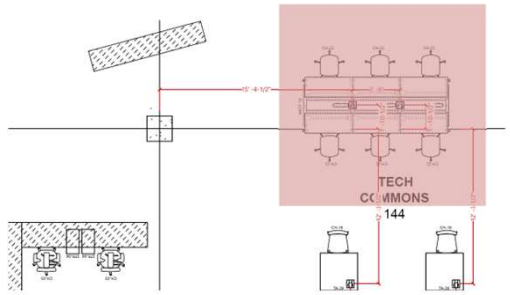


Acoustic board: Cobalt

WKST-10

Tech Commons 144 (1)





Watson | Tonic Bench

Rectangular benching table with 6 workstations. Plug & play, trough with cutouts for data cables, 1 power and 1 data port at each station (8 total outlets). Pivot lid cut out for power with black vertical vertebrae. 7”H acrylic dividers.
Dimensions: 168"W x 48"D x 28.5"H



Laminate
Wilson Art:
Landmark
Wood 7981



Frame: Powder
Coat - Charcoal

CH-03

Basement (11), Level 1 (26) Level 2 (87) Level 3 (76)



Office Master | YS Series Task Chair

YS88 Task chair with arms (KR200 Adj Arm Kit)



Uph: XOX 3703 Forever



Base: Black



Mesh: Sawtelle 5301

CH-03A

2nd Floor Benching Stations (40)



Office Master | YS Series Task Chair

YS88 Task chair without arms.



Uph: 3703 Forever



Base: Black

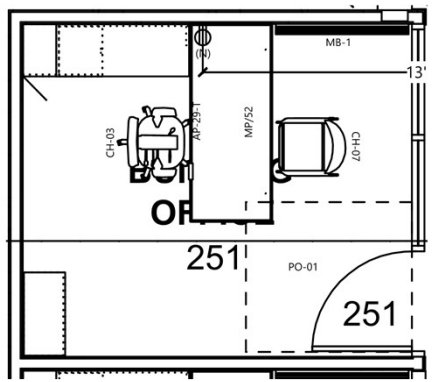


Mesh: Sawtelle 5301

PRIVATE OFFICES

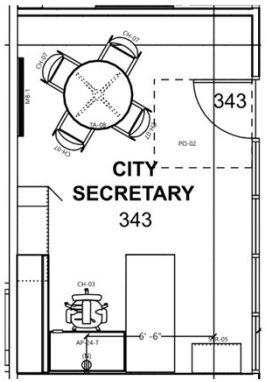
PO-01



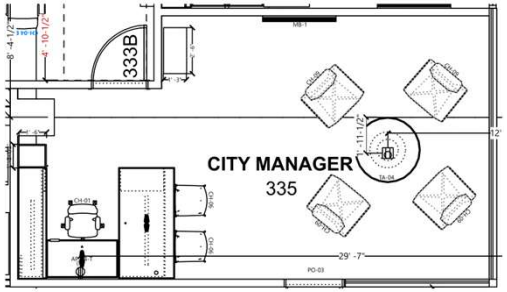


PO-02





PO-03





Specification Schedule

PRIVATE OFFICES - PO-01 and PO-02

HEIGHT ADJUSTABLE DESK

TYPE: AMQ Activ 2.0 Base / Currency Top

CONTROLLER:

LEG TYPE: T LEG

CABLE MANAGEMENT: AMQ Wire Manager (standard with Activ 2.0) and Felt Sleeve


2TL2: FAWN CYPRESS (LPL)
TOP FINISH


F2: WHITE
BASE FINISH


5FA4: BLUFF
TACKBOARD

CURRENCY CASEGOODS

TOP THICKNESS: 1-1/8"

PULL STYLE: Contemporary


2TL2: FAWN CYPRESS (LPL)
CASE/HEADSET FINISH


9212: SILVER
PULL FINISH


9201: POLISHED CHROME
LOCK FINISH

TASK SEATING

TYPE: Office Master Yes Task Chair (YSB8)

FEATURES: High Back / Mesh Back

GLIDE/CASTER TYPE: Hard (Carpet) Casters


BLACK
FRAME FINISH


SAWTELLE
MESH BACK


XOXO FOREVER
SEAT FABRIC

GUEST SEATING

TYPE: Office Masters ST400F

FEATURES: Cantilever Arms / Upholstered Back and Seat

GLIDE/CASTER TYPE:


BLACK
FRAME FINISH


XOXO FOREVER
FABRIC

PRIVATE OFFICES - PO-03

HEIGHT ADJUSTABLE DESK

TYPE: AMQ Activ 2.0 Base / EE Top

CONTROLLER:

LEG TYPE: T LEG

CABLE MANAGEMENT: AMQ Wire Manager (standard with Activ 2.0) and Felt Sleeve


2TL2: FAWN CYPRESS (LPL)
TOP FINISH


0835: BLACK
BASE FINISH

ELECTIVE ELEMENTS CASEGOODS

MATERIAL: Veneer

EDGE PROFILE: 3mm

GRAIN DIRECTION: Long on Front Desk and Back, Short Grain on Return

PULL STYLE: Contemporary

GROMMET TYPE: Round


3602: RC/OP DESERT OAK
FINISH


0835: BLACK
GROMMET FINISH


0835: BLACK
PULL FINISH


9250: EMBER CHROME
LOCK FINISH


6591: MERLE
GLASS FINISH


5FB1: BAMBOO
TACKBOARD FABRIC

GUEST SEATING

TYPE: Andreu World - Pillow

FEATURES: Armless

GLIDE/CASTER TYPE:


BLACK
FRAME FINISH


BRISA DISTRESSED - MOCCASIN

TASK SEATING

TYPE: viaSeating Vero

FEATURES: High Back / Adjustable Arms

GLIDE/CASTER TYPE: Hard (Carpet) Casters


BEEECH 306
FRAME FINISH


BRISA DISTRESSED - MOCCASIN
FABRIC

COLLABORATION LOUNGE

SEATING TYPE: JSI - BeSpace

SEATING FEATURES: Veneer Exterior / Upholstered Seat/Back / Swivel

COFFEE TABLE: Montara Round


BEECH FAWN
BACK FABRIC


DTEX - SPECKLE BOUCLE
PEBBLE
SEAT FABRIC

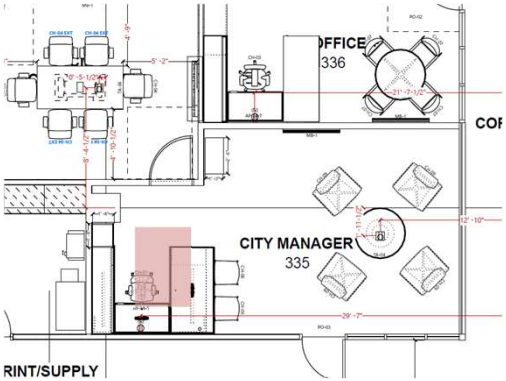

MATTE BLACK
BASE FINISH


3602: RC/OP DESERT OAK
TOP FINISH


4701: LOW GLOSS BLACK
BASE FINISH

CH-01

City Manager Office 335





VIA | Vero

High back task chair with height adjustable back, quick adjust advanced synchro tilt, seat depth adjustment, polished cantilever arms with black pad, black low profile 5-star base, carpet casters



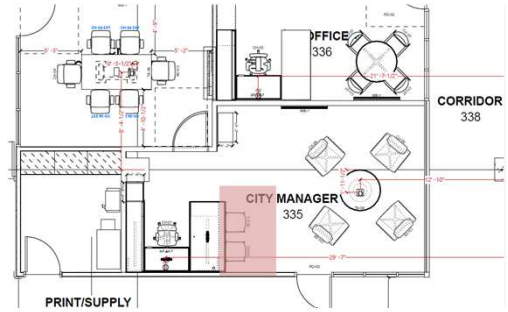
Uph:
Ultrafabrics - Brisa
Distressed - Moccasin



Frame: Black

CH-06

City Manager Office 335 (2)





Andreau World | Pillow Chair

Armless lounge chair.



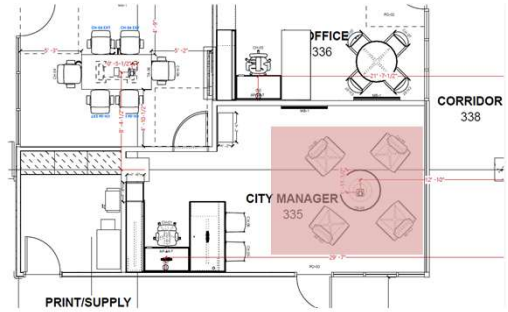
Uph: UF- Brisa Distressed Moccasin



Base: Beech Oak 306

CH-09

City Manager Office 335 (4)





JSI | Bespace Swivel

Swivel lounge chair with wood arms and base.



Uph: Mayer - Fleck – Tundra



Veneer: Clear on White Oak

CH-03

Basement (11), Level 1 (26) Level 2 ~~(87)~~ 117 Level 3 ~~(76)~~ 90



Office Master | YS Series Task Chair

YS88 Task chair with arms (KR200 Adj Arm Kit)



Uph: XOX 3703 Forever



Base: Black



Mesh: Sawtelle 5301

CH-07

SEE SOULMATE PAGE

Basement (1), 1st floor (10), 2nd floor 25 ~~(5)~~, 3rd floor (52), ~~4th floor (28)~~



Office Master | ST400F

Chair with upholstered seat and back with metal sled base.
Armless with a black shell.



Uph: XOX
Forever 3703



Frame: Silver



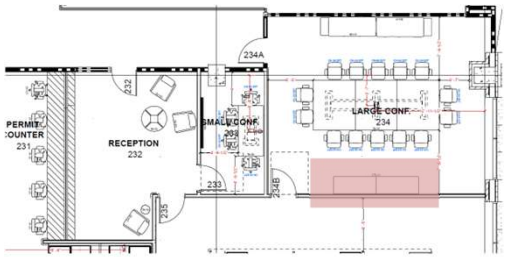
Shell: Black
Poly

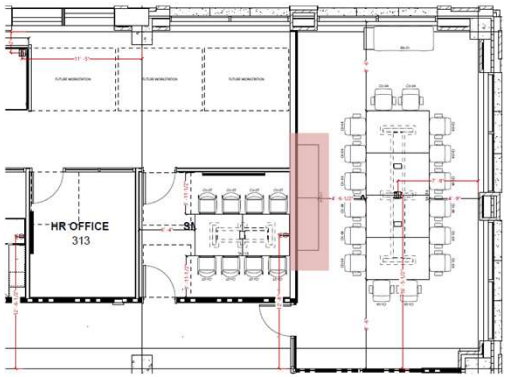
CONFERENCE AND MULTIPURPOSE ROOMS

STR-01

Conference 234 (1) Conference 316 (1)







Enwork | Foundation EX

Credenza with refrigerator with adjustable shelving. All cabinets to lock, no pull-out waste receptacle, refrigerator opening required. Standard door with bar pull. Refrigerator included
Dimensions: 120” W x 24"D x 36"H



Laminate:
Aged Ash



Frame & Pulls:
Silver

BN-01

~~Medium Conference 246 (2)~~ Large Conference 234 (2) Large Conference 317 (1)Medium Conference 360 (1)



OFS | Coact Lite

Upholstered bench with end table.
Dimensions: 96"W x 25"D x18"H



Uph: OFS - Montage - Dune

Base: Bone White

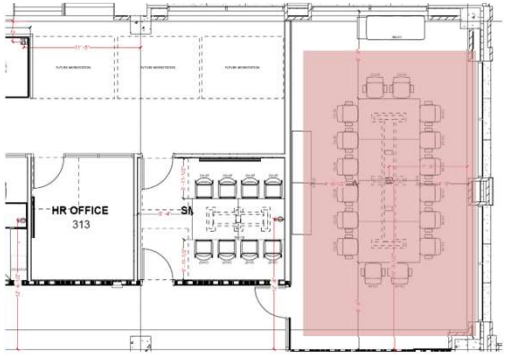


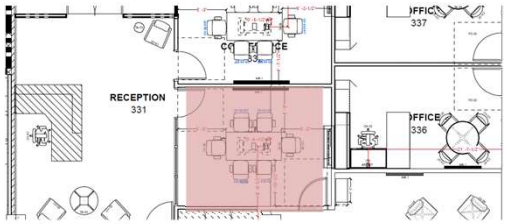
Table: Timber

CH-04

Conference 316 (16) Conference 333 (2) Conference 333 (6)







SITONIT | Prava

High back task chair with swivel tilt and fixed loop arms.



Uph: SOI - Element Pebble



Base: Polished Aluminum



Arms: Silver metallic

CH-03

Basement (11), Level 1 (26) Level 2 (87) Level 3 (76)



Office Master | YS Series Task Chair

YS88 Task chair with arms (KR200 Adj Arm Kit)



Uph: XOX 3703 Forever



Base: Black



Mesh: Sawtelle 5301

REMOVE PAGE

CH-07

Basement (1), 1st floor (10), 2nd floor (5), 3rd floor (52), 4th floor (28)



Office Master | ST400F

Chair with upholstered seat and back with metal sled base.
Armless with a black shell.



Uph: XOX
Forever 3703



Frame: Silver



Shell: Black
Poly

REMOVE PAGE

CH-07A

Community Meeting (42) Conference 154 (12) 049 Storytime (25) MP 431 (92) EMPLOYEE LOUNGE (36)



Office Master | ST400F

Chair with upholstered seat and back with metal sled base. Armless with a black shell.



Uph: XOX Soulmate 3704



Frame: Silver



Shell: Black Poly

TA-02

Meeting Room 108 (21) Huddle 245 (1) Large Conference 238 (3) Huddle 347 (1) MP 431 (46)



Poppin | Irons Training Table

Flip Top Training Table. 57" W



Top: Natural Oak



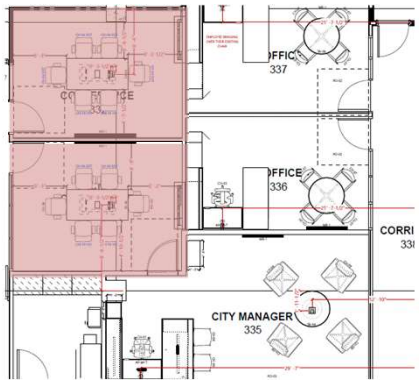
Base: Textured Charcoal

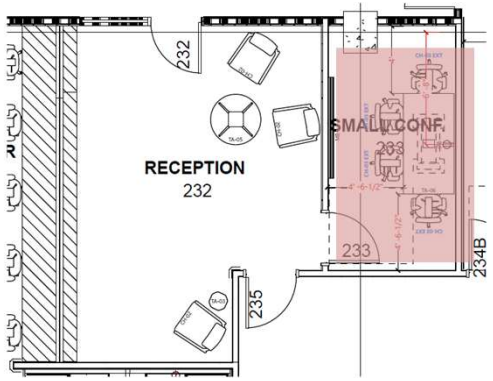
DOES THIS LEG COME IN SILVER?

TA-06

Small Conference 233 CM Conference Rooms 336 and 337 (2)





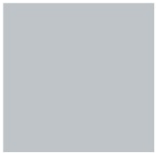


Enwork | Foundation

Size: 36x72 Conference Table
Tabletop power centered (4 Power, 2 data openings, 2 USB A+C,) + HDMI Corded Coupler.



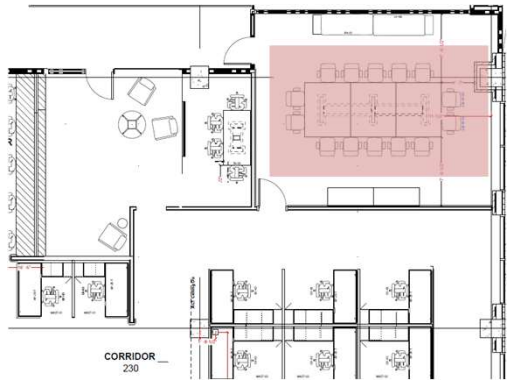
Laminate:
Aged Ash



Power
Modules: Clear aluminum white w/white interior

TA-07

Large Conference 234







Enwork | Foundation

Size: 72x180 Conference Table
(2) Tabletop power modules (4 Power, 2 data openings, 2 USB A+C in each) + HDMI Corded Coupler



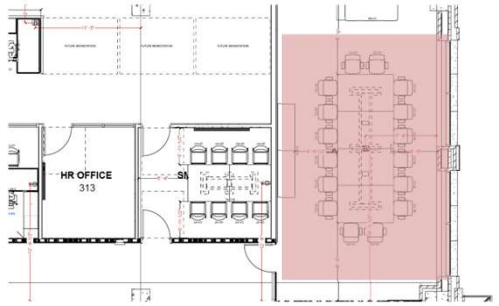
Laminate:
Aged Ash



Power Modules: Clear aluminum with white interior

TA-07A

Large Conference 316







Enwork | Foundation

Size: 72x192 Conference Table
(2) Tabletop power modules (4 Power, 2 data openings, 2 USB A+C in each) + HDMI Corded Coupler



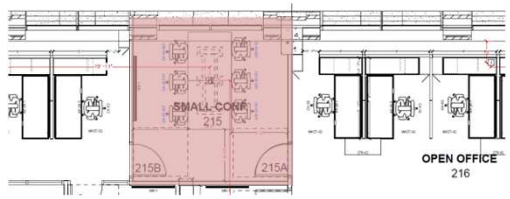
Laminate:
Aged Ash



Power Modules: Clear aluminum with white interior

TA-11

Small Conference 215







Enwork | Foundation

Size: 42x108 Conference Table
(1) Tabletop power module (4 Power, 2 data openings, 2 USB A+C in each) + HDMI Corded Coupler



Laminate:
Aged Ash



Power Modules: Clear aluminum with white interior

TA-11A

Conference 356, Conference 341, Conference 348, Conference 366, Conference 259, Conference 154



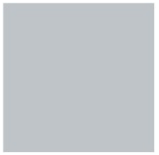


Enwork | Foundation

Size: 48x120 Conference Table
(1) Tabletop power module (4 Power, 2 data openings, 2 USB A+C in each) + HDMI Corded Coupler

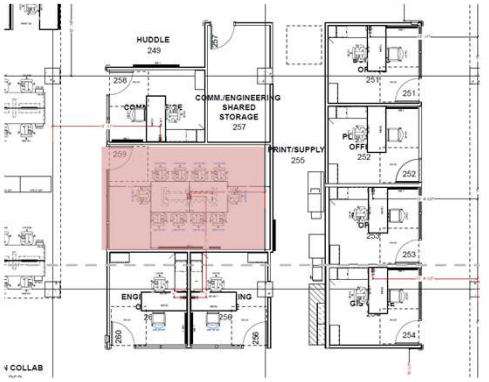


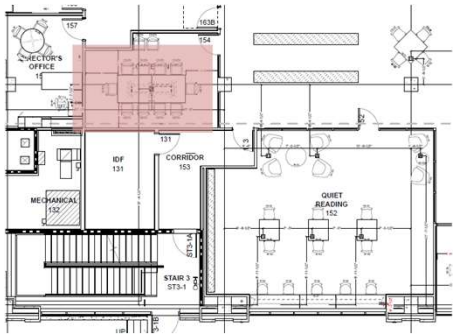
Laminate:
Aged Ash



Power Modules: Clear aluminum with white interior

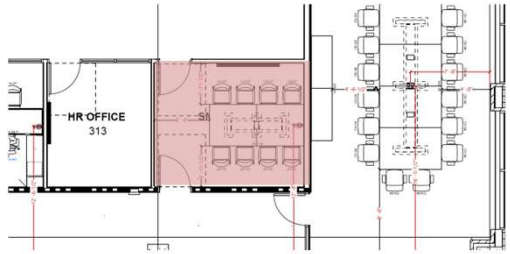






TA-11B

Conference (314)







Enwork | Foundation

Size: 48x108 Conference Table
(1) Tabletop power module (4 Power, 2 data openings, 2 USB A+C in each) + HDMI Corded Coupler



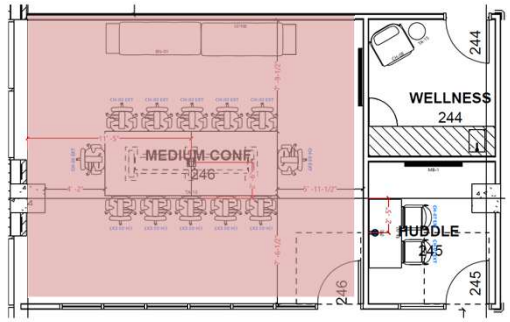
Laminate:
Aged Ash



Power Modules:
Clear aluminum
with white
interior

TA-13

Conference (246)







Enwork | Foundation

Size: 54x144 Conference Table
(1) Tabletop power module (4 Power, 2 data openings, 2 USB A+C in each) + HDMI Corded Coupler



Laminate:
Aged Ash

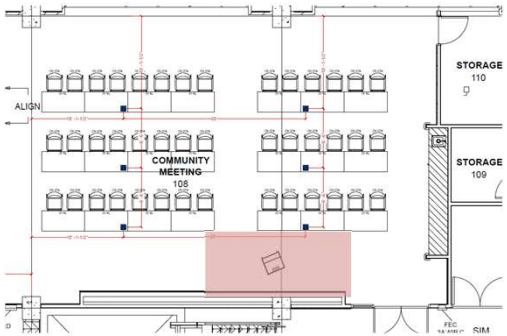


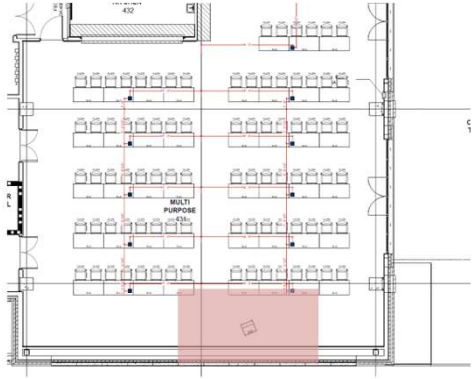
Power Modules: Clear aluminum with white interior

LC-01

Community Meeting 108 (1) MP 431 (1)







JSI | LOK Lectern

Open front with shelving. Black castors.
Dimensions: 24X42h X 22D



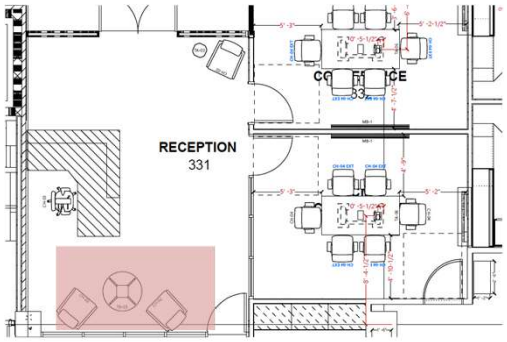
Laminate: Fawn

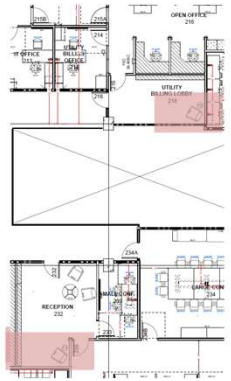
RECEPTION & OPEN COLLABORATION AREAS

CH-02

Utility Billing 218 (1) Reception 232 (3) Reception 331 (3)







Kimball International | Thatcher

Upholstered lounge chair with wood frame.
Dimensions: 27.75"W x 30.75"D x 31"H



Veneer: Chai

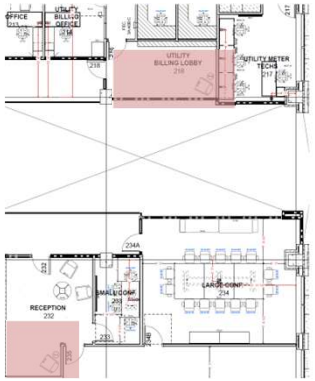


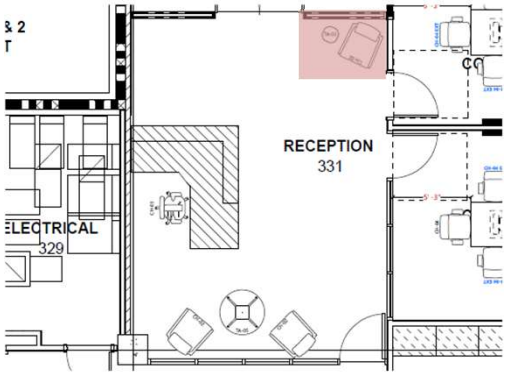
Uph: DesignTex – Dapple - Shoji

TA-03

Utility Lobby 218 (1) Reception 232 (1) Reception 331 (1)







OFS | Denro

Wooden end table.
Dimension: 10"D x 20"H



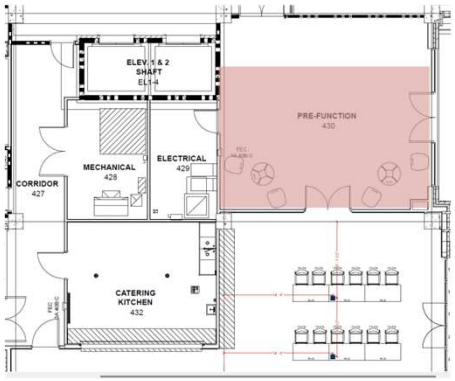
Wood:
Sassafras

CH-05

Open Collab areas: Level (2) Level 3 (9) Level 4 (4)







Encore | Hoom Lounge

Guest chair with a 4 leg wood base with upholstered seat and back. Low to mid height back.
36"W x 32"D x 42"H



Uph:
DesignTex-
Dapple- Shoji

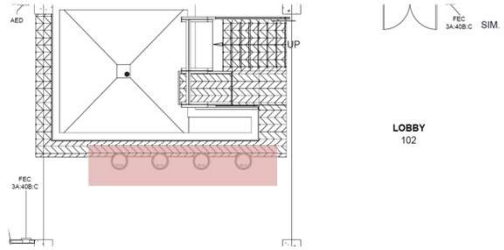


Base: White
Oak on Ash

TA-01

Lobby 102 (4)





Andreu World | Nuez table

Round wooden café table with wood legs.
Dimension: 35.5"D 29.5"H



Wood: Oak 306

TA-05

Reception 232 (1) Open Collab 262 (1) Reception 331 (1) Open Collab 330 (1) Open collab 365 (1) Open Collab 369 (2) Pre function 430 (2)



Sit On It | Parallon

Round top laminate table with metal legs.
Dimensions: 36"D x 15"H

Top: Folkstone Grey

Base: Silver

LIBRARY ANCILLARY ITEMS

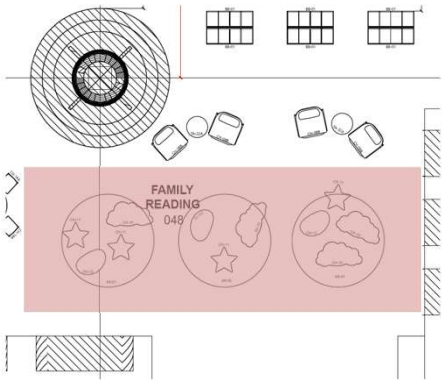
AR-02

Family Reading 048 (3)



Ruggable | Space

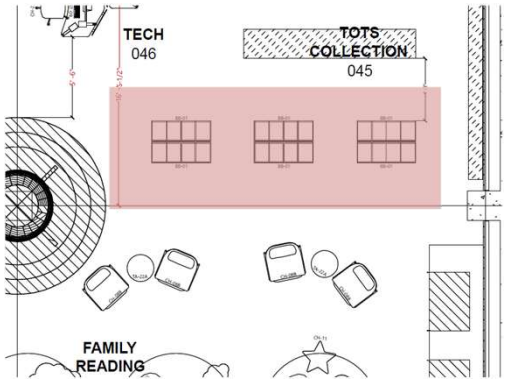
Children's reading area. 8' round.



BB-01

TOTS Collection 045 (6) CHANGE TO 8





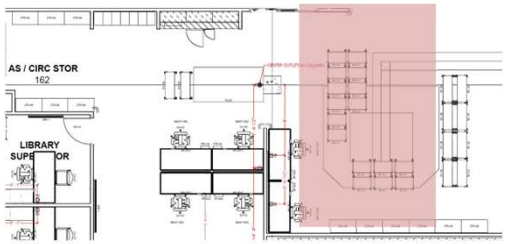
T2 Library Interiors | Book Bin Cart

Custom Book Bin with cubbies, HD Glides.
Dimensions: 48"w x 34"d x 26"h

Laminate:
Wilson Art
Island . D498

BC-01

AS/ Circ Storage 165 (16)





Smith Systems | Book Cart

Book cart # 21096 with depth 10", three sloping shelves -- narrow, 4" dual wheel casters.
Dimensions: 24"W x 14"D x 43"H Shelf depth 10"



Powder Coat: Persian Blue

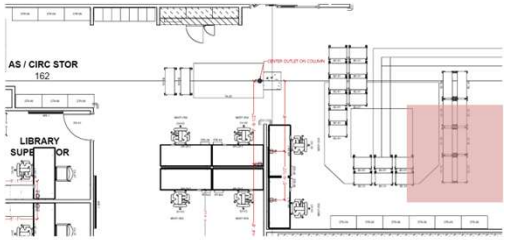
Powder Coat: Apple

Powder Coat: Clementine

Powder Coat: Red

BC-02

AS/ Circ Storage 165 (4)





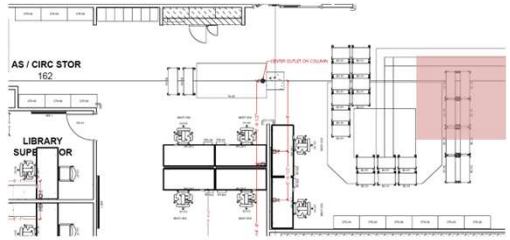
Smith System | Book Cart

Three flat shelf truck cart with 3 book supports,, 4" dual wheel casters.
Dimensions: 36"W x 18"D x 43"H Shelf depth 10"Depth

Powder Coat:
Clementine

BC-03

AS/ Circ Storage165 (4)





Smith System | Book Cart

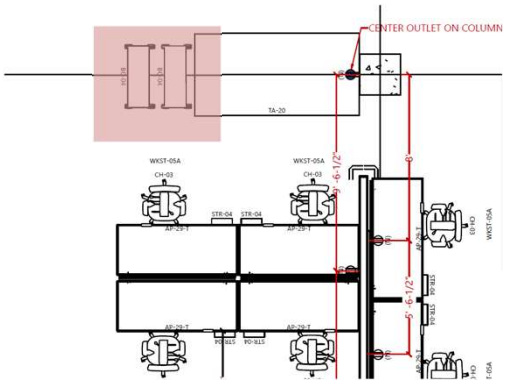
Six sloping shelf truck cart, shelf depth 10", 4" dual wheel casters.

Powder Coat:
Cerulean

BC-04

AS/ Circ Storage 165 (2)





DEMCO | Book Cart

Three flat shelf cart with 3 book supports, 4" dual wheel casters.
Dimension: 31" W x 17" D x 44.5" H Shelf depth 10".
W12229060.

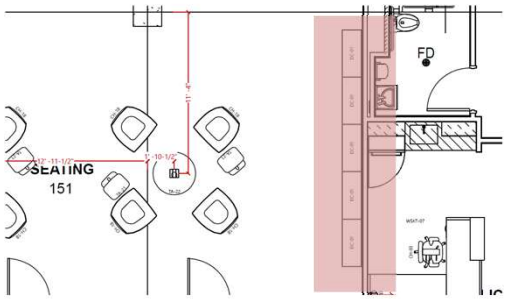


Powder Coat:
Beige

DC-01

Seating 151 (5)





Palmieri | Magazine Rack

Magazine rack. Approx
Dimensions: 40"W x 16"D x 60"H S



Powder Coat: Black	Laminate -TBD	TBD

CH-07A

Community Meeting (42) Conference 154 (12) 049 Storytime (25) MP 431 (92)



REMOVE

Office Master | ST400F

Chair with upholstered seat and back with metal sled base. Armless with a black shell.



Uph: XOX Soulmate 3704



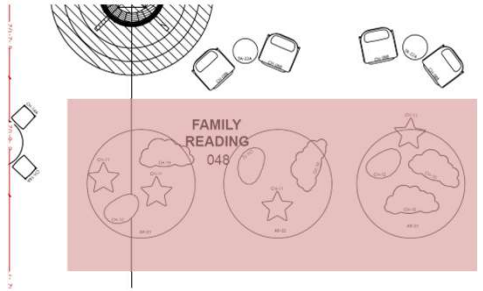
Frame: Silver



Shell: Black Poly

CH-10

Family Reading 048 (4)





Moore Co. | Cloud Ottoman

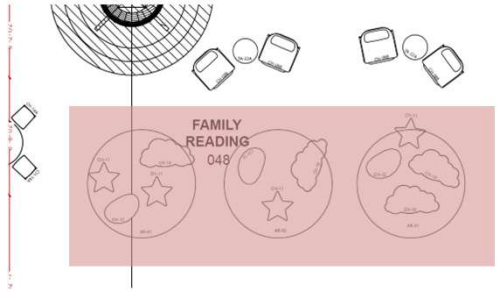
All Foam Soft Seating – Cloud with nonskid material on bottom of base.
Dimensions: 48" w X 25.25" d X 18" h

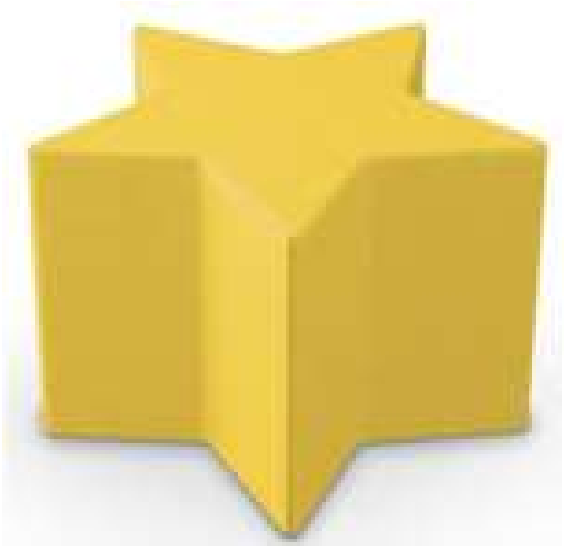


Uph: Spradling - Silvertex - Creme De Menthe

CH-11

Family Reading 048 (4)





Moore Co. | Star Ottoman

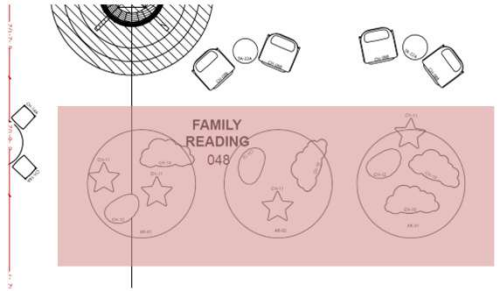
Constellation All Foam Soft Seating – Star.
Dimensions: 27.25" w X 26" d X 18"h



Uph: Spradling
- Silvertex -
Bazaar

CH-12

Family Reading 048 (3)





Leland International | Beach stone

Upholstered Stone Shaped Ottoman.
Dimensions: Size: 33" w X 22" d X 18"h

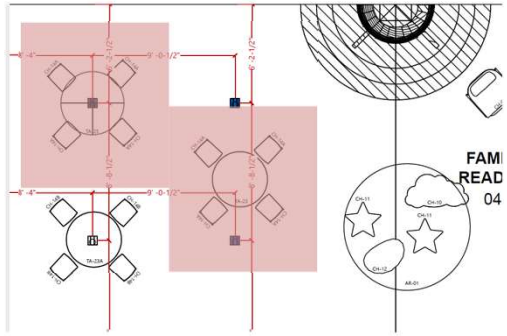


Uph: Architex - Tessellation - Bayleaf

CH-14A

048 (8)





Leland International | Quince

Kids chair- full wood chairs with accent-colored backs.
Bump Shell, 14"H seat. Armless.
Size: 15.75" w x 16.75" d x 25" h | 14" SH



Wood Base: Transparent Natural 11M



Shell: Tangerine (1)



Shell: Soda Red (2)



Shell: Arctic (1)



Shell: Limelight (1)



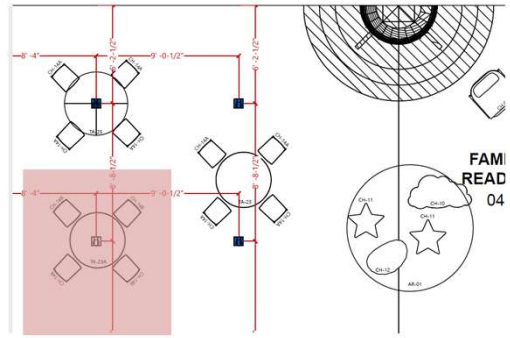
Shell: Caribbean (1)



Shell: Ink (2)

CH-14B

Family Reading 048 (4)





Leland International | Quince

Kids chair- full wood chairs with accent-colored backs.
Bump Shell. Armless.
Size: 15.75" w x 16.75" d x 25" h | 14" SH



Wood Base: Transparent Natural 11M



Shell: Tangerine (1)



Shell: Limelight (1)



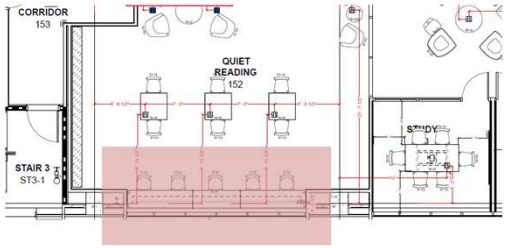
Shell: Arctic (1)



Shell: Ink (1)

ST-02

Quiet Reading 152 (5)





ARCADIA | THEME STOOL

25" Counter Height Stool, Wood Back with Upholstered Cushion.
Dimensions: 21" w X 20.5" d X 39" h; 25"H (seat height).



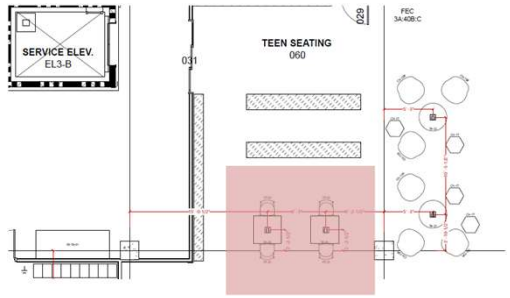
Uph: Arc Com Capri - Rainstorm



Base: Stained to Match Formica- Aged Ash

ST-03

Teen Seating 060 (4)





Encore | Hoom Stool

Counter height stool, fully upholstered in vinyl fabric with wire rod sled base.
Dimensions: 33.5" w X 33.5" d X 32"h



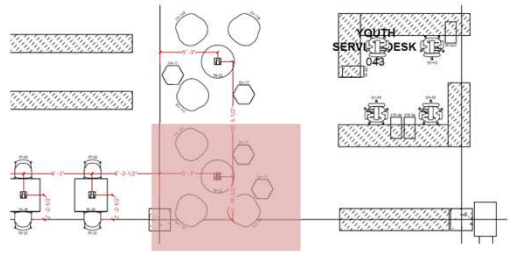
Uph: Architex - Tailor Made - Aristocrat



Base: Charcoal grey

CH-15A

Teen Seating 060 (3)





Bernhardt Design | Mitt Lounge Chair

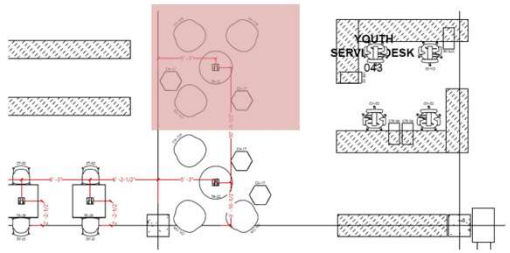
Fully upholstered in vinyl fabric, standard stitch, with handle, mobile chair
Seat height: 16"H



Uph: ArcCom-Angle - Pine #14

CH-15B

Teen Seating 060 (3)





Bernhardt Design | Mitt

Fully upholstered in vinyl fabric, standard stitch, with handle, mobile chair.
Seat Height: 16"H

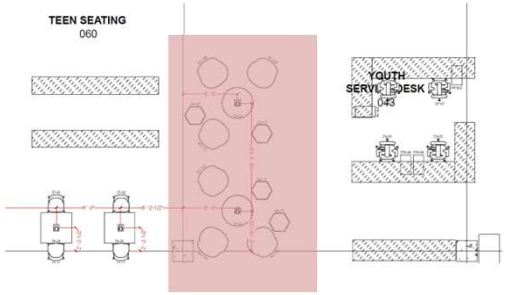


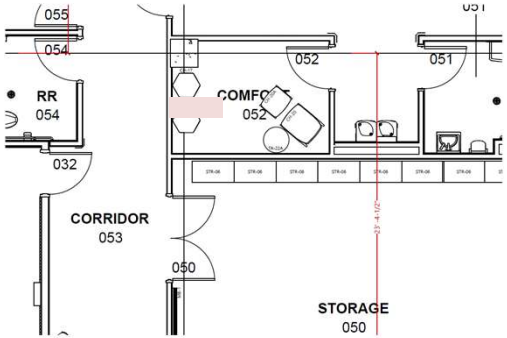
Uph: Stinson - Cassidy 2.0 - Peacock C252

CH-17

Comfort 052 (2) Teen Seating 060 (4)







KI | HEX My Place

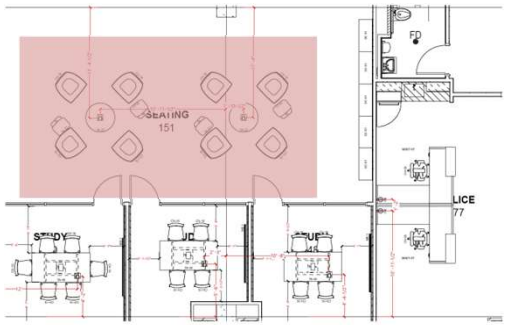
Hex shape ottoman with concealed glides on bottom of base.
Dimensions: 20.75" W 18" D X 18"W



Uph: ArcCom - Chroma - Orange

CH-18

Seating 151 (8)





Bernhardt Design | Diego

Fully upholstered stationary chair
Seat Height 16 1/8",
Dimensions: 27¾" w X 30¾" d X 31"h



Outside Back and Base Panel Uph: Stinson - Polygon – Freestyle (reselction – not approved)

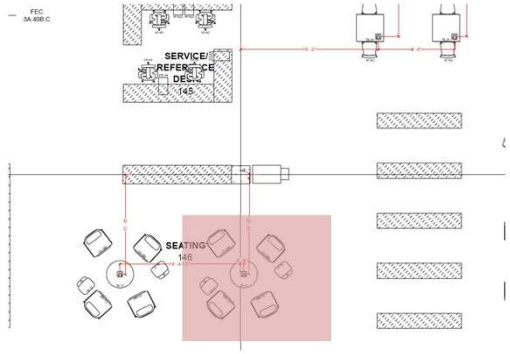


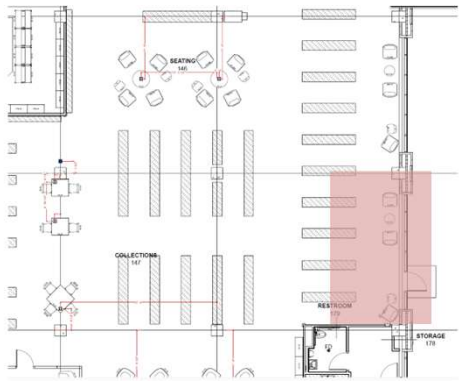
Inside Seat and Back Panel, welt & Tab Pull Uph: Architex - Tailor Made – Aristocrat (reselection needed- not approved)

CH-08A

Seating 146 (4), 147 Collections (3)







Encore | Mayland

Lounge chair with a wood frame and vinyl cushion. 16.75" Seat Height
Overall: 30.5" W x 30" D x 29.75" H



Uph: Stinson – Polygon-Freestyle

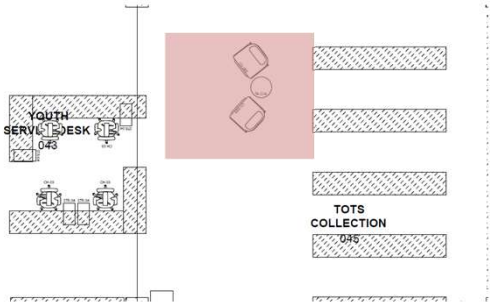


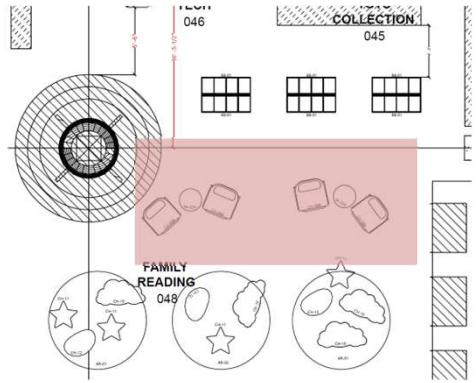
Base: Beech Natural

CH-08B

Family Reading 048 (4) Tots Collection 045 (2)







Encore | Mayland

Lounge chair with wood frame and vinyl cushion.
16.75" Seat Height
Overall: 30.5" W x 30" D x 29.75" H



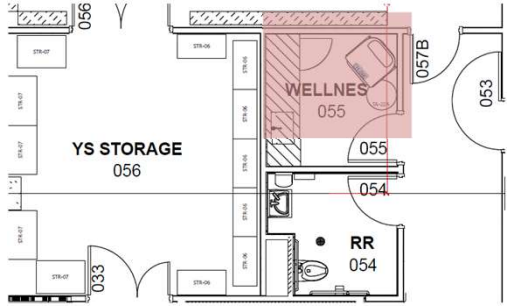
Uph: ArcCom – Engrave – Sapphire #12

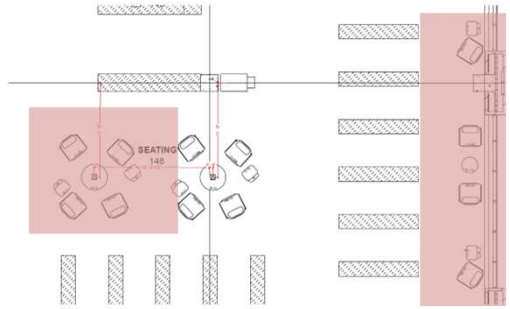


Base: Beech Natural

CH-08C

Wellness 055 (1) Seating 146 (4) Collections 147 (4)

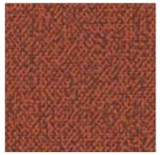






Encore | Mayland

Lounge chair with wood frame and vinyl cushion.
16.75" Seat Height
Overall: 30.5" W x 30" D x 29.75" H



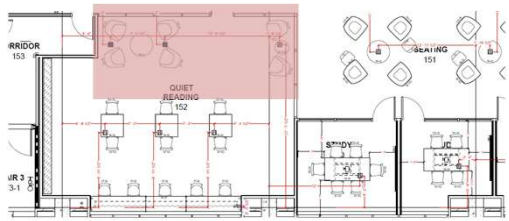
Uph: Stinson-Gabby – Paprika (reselection – not approved



Base: Beech Natural
)

CH-19

Quiet Reading 152 (6)





Allemuir | Famiglia 2.0

Mid-back lounge chair with four wood legs and fully upholstered.
Seat height 16.25"
Dimensions: 31.5" w X 31.5"d X 42.25"h



Back Uph: : Stinson - Vector VEC17 Blue



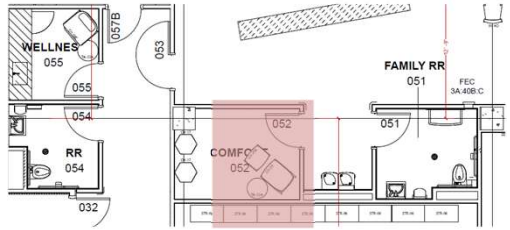
Seat Uph: Architex -Tailor Made - Aristocrat



Base: Clear Ash

CH-20 & CH-20A

Comfort 052 (1)





OFS | Mention

Rocking chair with ottoman.
Dimensions: 29.75" w x 30.5" d x 43.5" h



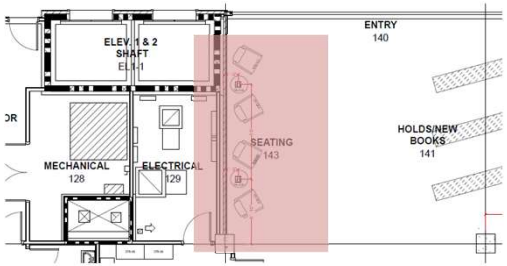
Uph: Stinson – Watercolor-Grid -Multi WTG21



Base: Blonde on Ash

CH-02A

Seating 143 (4)





David Edward | Thatcher

Wood-framed chair with upholstered back and seat
Dimensions: 27.75" w X 30.75"d X 31"h



Seat Uph:
Architex -
Tailor Made -
Aristocrat



Back Uph:
Stinson |
Polygon -
Freestyle 2

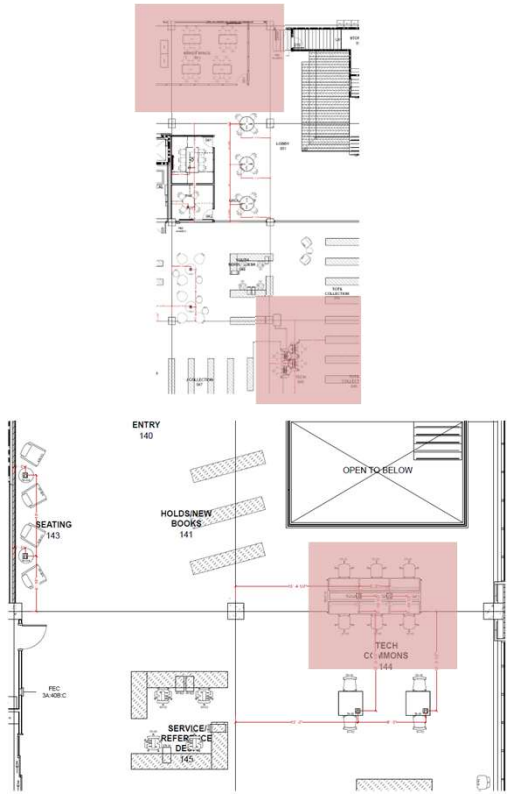


Frame:
Brighton Maple

CH-22

Tech 046 (4) | Maker Space 061 (16) | Tech Commons 144 (6)





Source International | Celebration task

Polypropylene swivel tilt, height adjustable chair without arms. 5-star base with carpet casters.
Dimensions: 21.5"W x 19"D



Shell: Graphite Gray



Base: Black Matte

CH-16

STUDY 041 (6) 059 TEEN COLLECTIONS (4) STUDY 042 (4) GROUP STUDY 040 (4) LOBBY 001 (8) COLLECTIONS 147 (8) 144 TECH COMMONS (4) QUIET AREA 152 (6) STUDY 148 (4) study 149 (4) 150 study (6)



Andreu World | Happy

Stackable chair with upholstered seat and backrest and solid beech wood frame.



Frame: Stained to Match Formica- Aged Ash

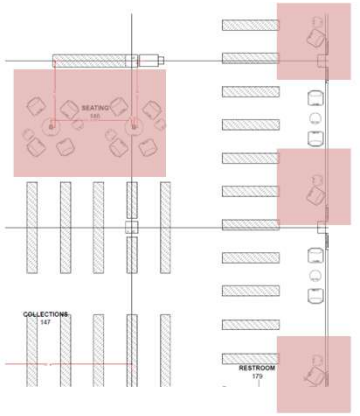


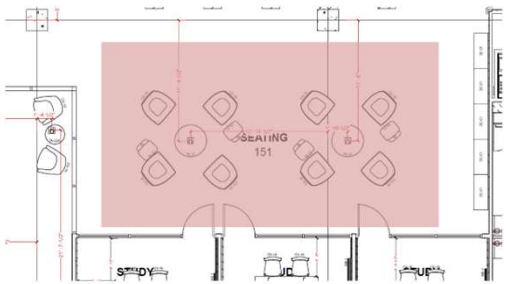
Uph: Architex- Taylor Made- Aristocrat

TA-21

Seating 146 (4) Collections 147 (3) Seating 151 (4)







OFS | Heya Laptop table

Pull up table with solid surface top, wood-stained leg, powder coated base.
Dimensions: 20W" X 19D " X 27"H

Top: Solid Surface - Livingston Ice Cap



Leg: Blonde on Ash

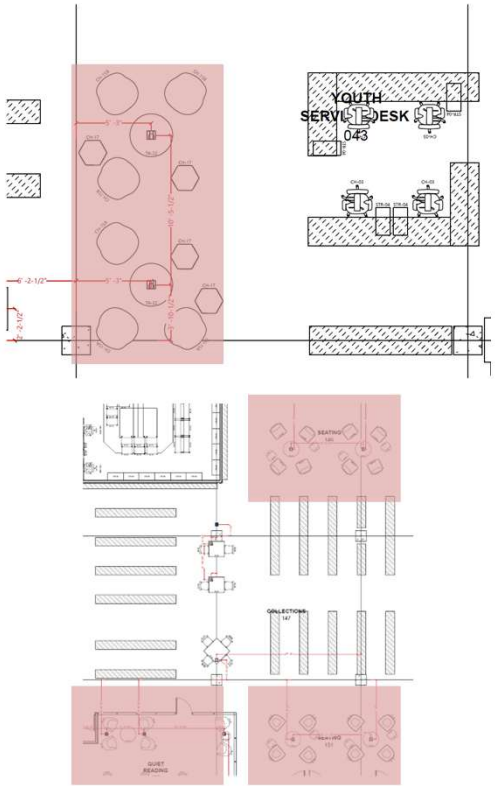


Base: Warm Grey

TA-22

Teen 060 (2) Seating 146 (2) Seating 151 (2) Quiet Reading 152 (1)





OFS | Beck

Wood coffee table
Dimensions: 36"Dia x 17"H



Wood: Blonde
Ash

TA-22A

045 (1) 048 (2) Comfort 052 (1) Wellness 055 (1) Seating 143 (2) Collections 147 (2) Quiet Reading 152 (1)



OFS | Beck

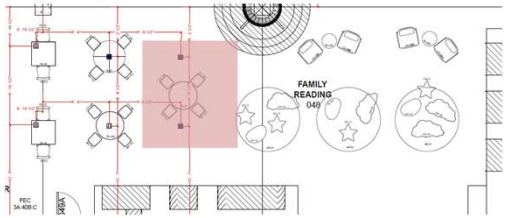
Wood end table.
Dimensions: 22"Dia x 22"H



Wood: Blonde Ash

TA-23

Family Reading 048 (1)





Leland International | Quince

Children's Reader Table. Four 3" diagonal grommets, wire chase with removeable panel.
Dimensions: 42"R x 25"H



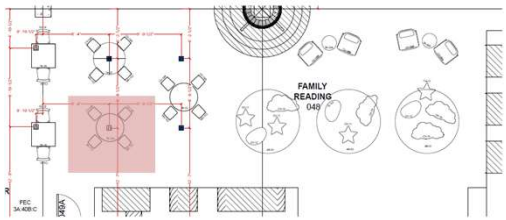
Top- Wilsonart Kensington Maple



Base: Stained to Match

TA-23A

Family Reading 048 (1)





Leland International | Quince

Children's Reader Table. Four 3" diagonal grommets, wire chase with removeable panel.
Dimensions: 42"R x 29"H



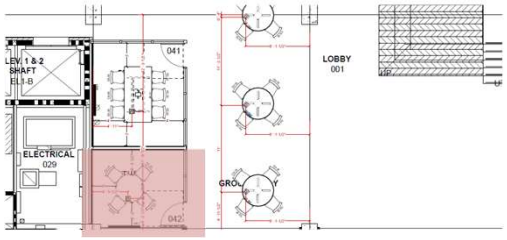
Top: Wilsonart Kensington Maple



Base: Stained to Match

TA-24

Study 042 (1)





Enwork | Alkalign

Study tables with a round top and Alkaline legs. The infill to match top material finish.
Dimensions: 42"R



Top: Formica-Aged Ash



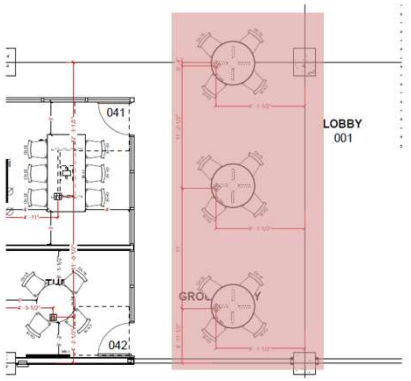
Edge: Stained to Match



Legs: Medium Tone

TA-24A

Lobby 001 (1), Group Study 040 (2)





Enwork | Alkalign

Study tables with a round top and Alkalign legs.
Dimensions: 48”R



Top: Formica-Aged Ash



Edge: Stained to Match

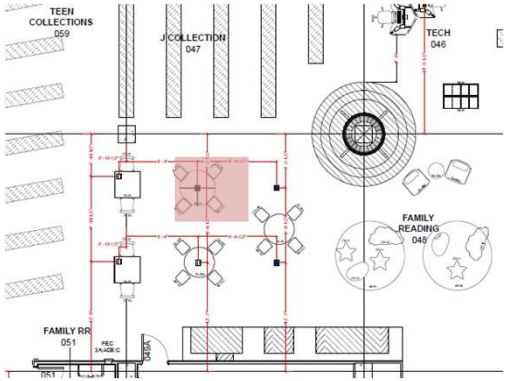


Legs: Medium Tone

TA-25

Family Reading 048 (1)





T2 | Custom

Space themed four-person computer table with space themed custom dividers. Four grommets on tabletop with power inside. Wire chase with removable panel, wood dowel install. All plug & play.
Dimensions: 48"Dia x 24"H



Top: Wilsonart-Kensington Maple

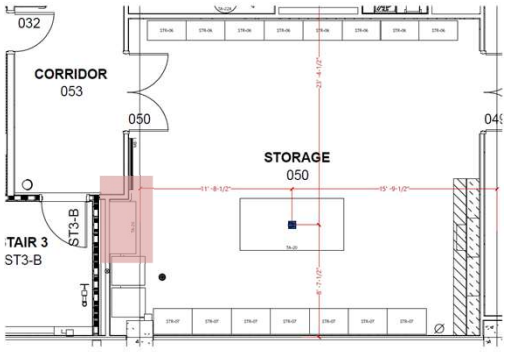


Legs: Stained to Match

TA-26

Storage 050 (1)





Enwork | Solano

Laminate top table with Solano T legs
Dimensions: Size: 24x48x29H



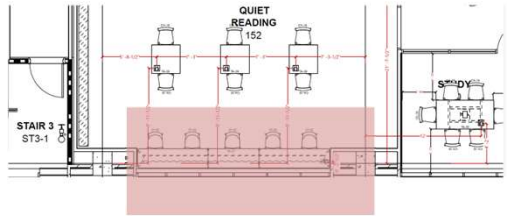
Top: Formica – Aged Ash



Base: Medium Tone

TA-27

Quiet Reading 152 (1)







Enwork | Ligouri

Counter height table with custom modesty panel, (5) daisy Chained Clamp on Power Units with Wire Management power clamp on with wire management. Power/1 USB A+C
Dimensions: 240W x 24D 34H.



Top: Formica - Aged Ash



Legs: Stained to match

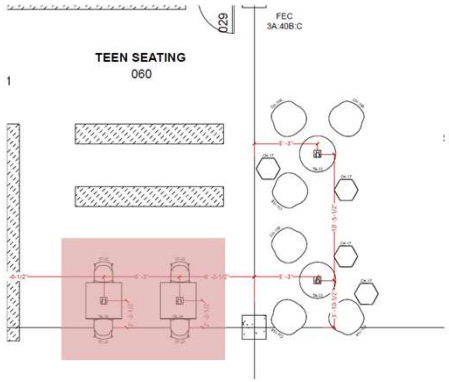


Frame: Medium Tone

TA-28

Teen Seating 060 (2)





ERG | Corsa table

Square Table with round base, low profile disc table base with access hole. Power, USB-A + USB-C
Dimensions: 36”W SQ x 34”H



Top: Formica Aged Ash



Base: Yosemite



Power: Brushed Aluminum

TA-29

Teen Collections 059 (2) Tech Commons 144 (2) Collections 147 (2) Quiet Reading 152 (3)





Enwork | Alkalign

36”SQ Table with Alkalign Legs. Power/Data centered - Power/1 Data opening/1 USB A+C
Dimensions: 36”SQ x 29”H



Top: Formica-Aged Ash



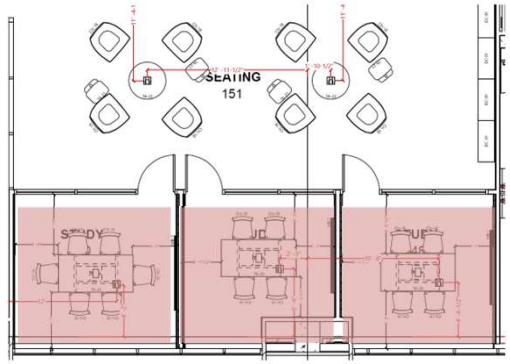
Base: Medium Tone



Power: Silver with black interior

TA-30

Study 148 (1) Study 149 (1) Study 150 (1)







Enwork | Alkalign

Conference table with Alkalign straight legs with laminate infill, Power/Data centered – 2 Power/1 Data opening/1 USB A+C.
Dimensions: 36x72x29H



Top: Formica-Aged Ash



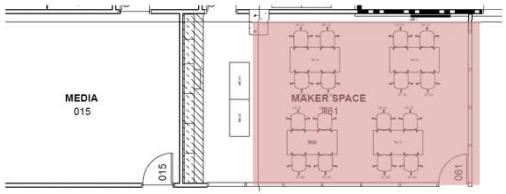
Base: Medium Tone



Power: Silver with black interior

TA-31

Maker Space 061 (4)





Southern Aluminum | Swirl

Rectangular folding table; no power and no modesty.
Roman II Legs.
Dimensions: 30x60x29



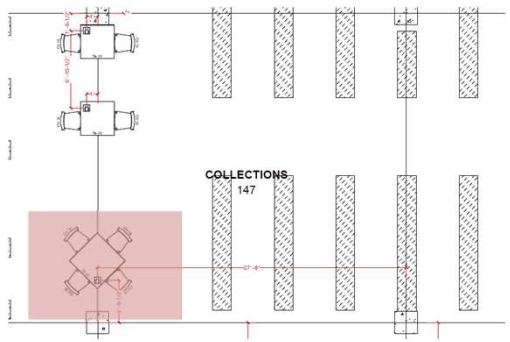
Tabletop-
Bahama blue



Leg finish-
Black

TA-32

Collections 147 (1)







Enwork | Alkalign

Square Table with Alkalign Legs. Power/Data centered - Power/1 Data opening/1 USB A+C
Dimensions: 42" SQ Table 29"H



Base: Medium Tone



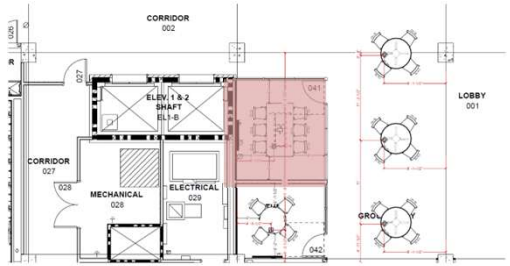
Base: Medium Tone



Power: Silver with black interior

TA-33

Group Study 41 (1)







ENOWRK | Alkalign

Conference table with Alkalign straight legs with laminate infill, Power/Data centered – 3 Power/2 Data opening/1 USB A+C + HDMI Corded Coupler
Dimensions: Size: 84x42x29



Top: Formica Aged Ash



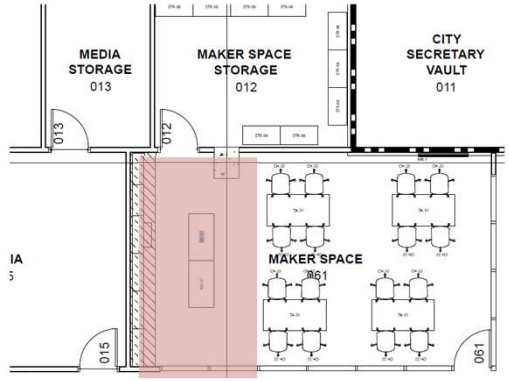
Base: Medium Tone



Power: Silver with black interior

MS-01

Maker Space 061 (2)





Viper LLC | Rolling cart

41-inch 6-drawer rolling tool cabinet, four casters, two swivel w/ toe locks, 2 rigid and lock with viper sidelock technology that includes 2 keys. All drawer sizes are 21"d. Dimensions: 45"w x 24 5/8"d x 40 7/8"h.

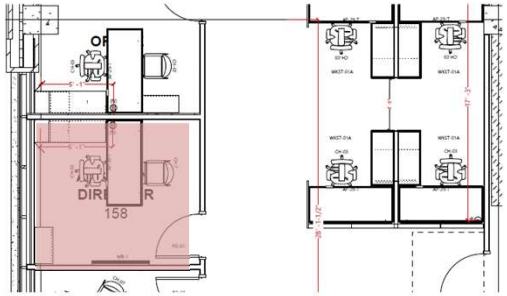
Powder Coat:
Lime Green

SA-01

Director Office 158 (1)

+ Utility Billing Office 214 (1)





American Security Safes

UL 2-hour fire safe [1.6 cu. ft.], bolted to ground, lock: dial combination w/ lock & key.

Metal: Black

STR-06

Maker Space 012 (9) Storage 050 (8) YS Storage 056 (7) AS/CIRC Storage 162 (8) AS/CIRC Storage 163 (15) Friends Storage 167 (9)



Tennsco | Industrial Shelving

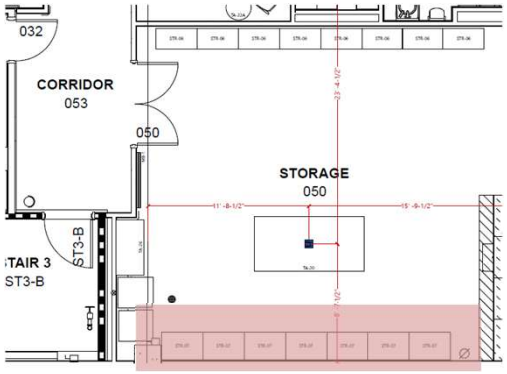
5 medium-duty open steel shelves (22 gauge), 2 upright assemblies with T-Posts and side braces, 1 back brace.
Dimensions: 36"w x 18"d x 87"

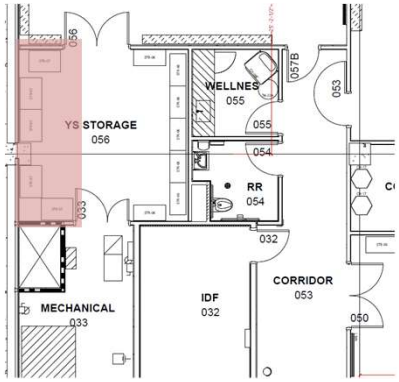
Frame: Medium Grey

STR-07

Storage 050 (7) YS Storage 056 (5)







Tennsco | Industrial Shelving

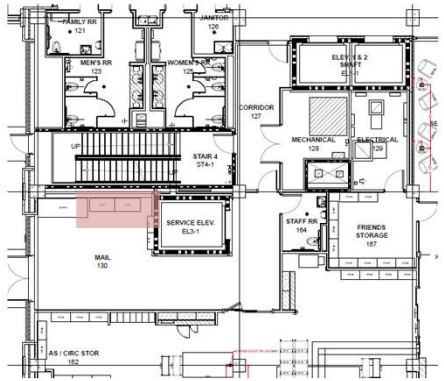
5 medium-duty open steel shelves (22 gauge), 2 upright assemblies with T-Posts and side braces, 1 back brace.
Dimensions: 36"w x 18"d x 87"

Frame: Medium Grey

MISCELLANEOUS & STORAGE

AC-01 Mail Sorter

Mail and Storge 130 (2)





ULINE | MAIL SORTER

Mail sorter with adjustable shelving. 15 slots minimum.
Wall hung with hanging hardware to be included.
Dimensions: 34Wx12Dx36H

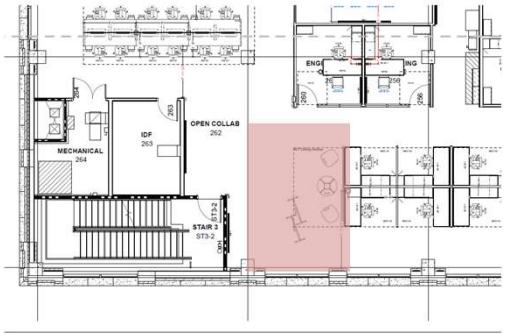


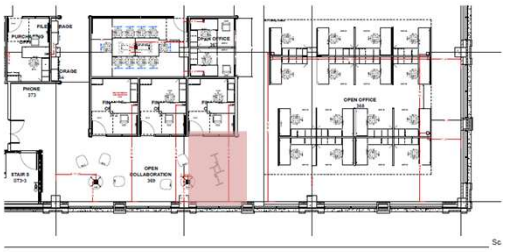
Metal: Black

AC-02

Level 2 (2) Level 3 (2)







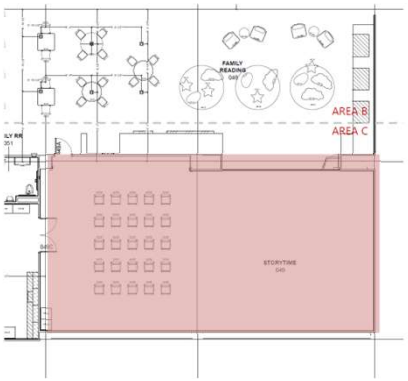
Mobile Marker Board

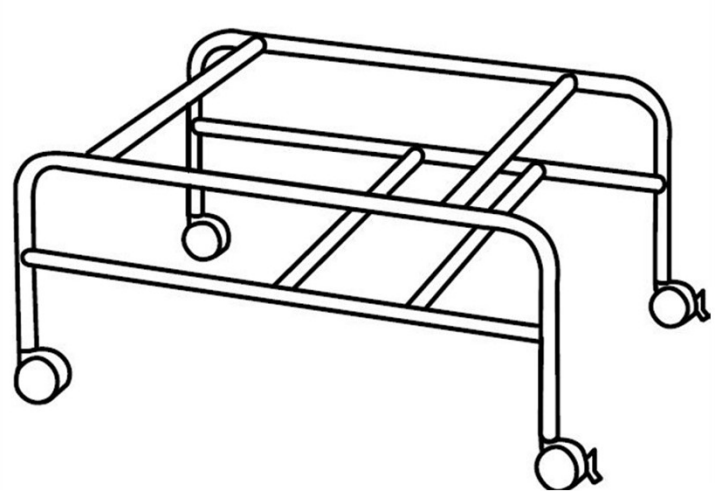
Mobile white board on casters. Nesting with a tackable back. Include attachable tray to hold markers.

Markerboard &
Metal Base

CART-01

049 Library Storytime (2) City Hall Various Locations (23)





Office Master | Dolly

Storage dolly, lockable castor
Dimensions: 34"L x 23.5"W x 15"H.

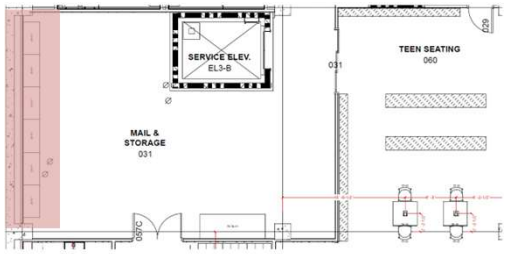


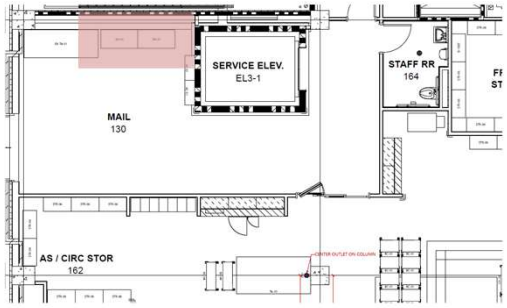
Frame: Steel

SH-01

Mail and Storage 031 (6) Mail 130 (2)







ULINE | Shelving Unit

Black wire mesh shelving.
Dimensions: 48"W x 24"D x 72"H



Frame: Powder
Coat: Black

STR-02

Open Office 216 (2)





Great Openings | Lateral File Cabinet

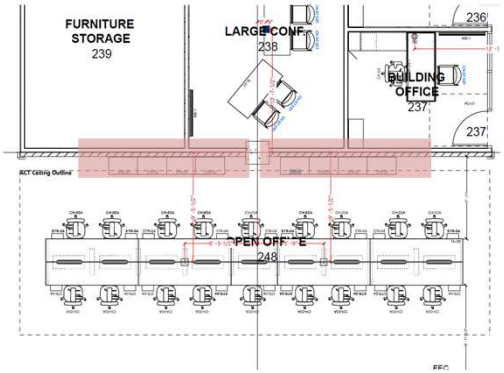
3 drawer metal lockable cabinet with concealed pulls.
Dimensions: 42"W x 18"D x 40"H

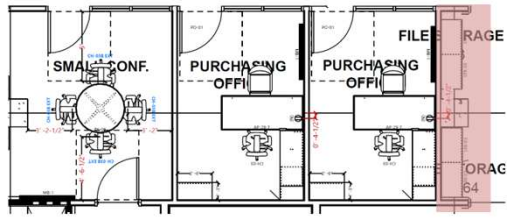
Metal: Milk
Smooth

STR-03

Open Office 248 (8) Purchasing Offices 363 (2) 364 (2)







Great Openings | Lateral File Cabinet

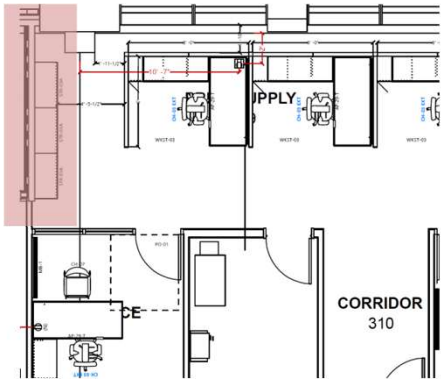
3 drawer metal lockable cabinet with concealed pulls.
Dimensions: 30"W x 18"D x 34"H

Metal: Milk
Smooth

STR-03A

Open Area – Next to stairs 315 (3)





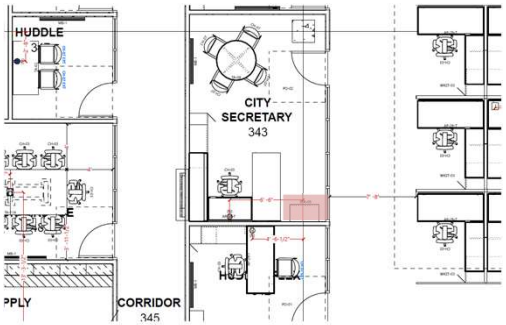
Great Openings | Lateral File Cabinet

3 drawer metal lockable cabinet with concealed pulls.
Dimensions: 36"W x 18"D x 34"H

Metal: Milk
Smooth

STR-05

City Secretary 343 (1)





FireKing | Fire Rated Cabinet

UL class 350 rated at 1,700 for 1 hour. With a high security lock . Impact and water resistant.
Dimensions: 31 X 22 X 53"



Metal – black

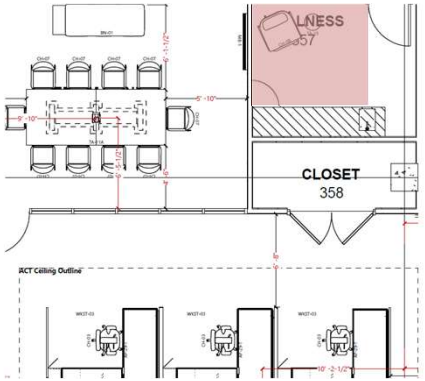


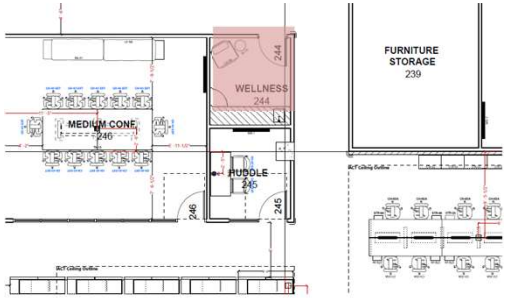
Metal -Light gray

CH-08

Wellness 244 (1) Wellness 357 (1)







Encore] Mayland Lounge

Lounge chair with wood frame.
Dimensions: 31.75"W x 31"D x 29.75"H
Seat Height 16.75”



Mayer-
Outback- Dove

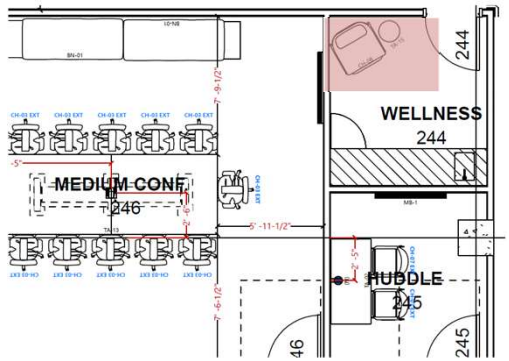


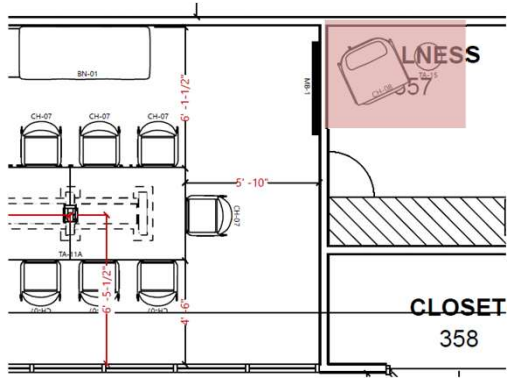
Beech - Natural

TA-15

Wellness 244 (1); Wellness 357 (1)







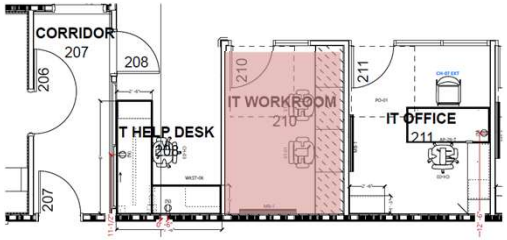
Davis | Hans

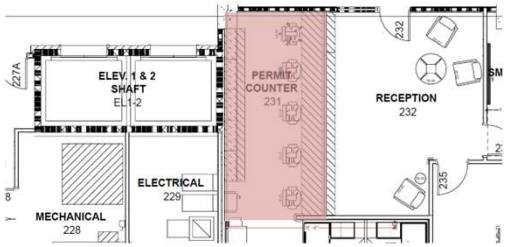
Side table.
Dimensions: 14"D x 17.5"H

Painted Finish:
Sand #62

ST-01

IT Workroom 210 (2) ~~Permit Counter 231 (5)~~







Office Master | YS75 YS Stool

YS task stool without arms.



Uph: XOX
Forever 3703



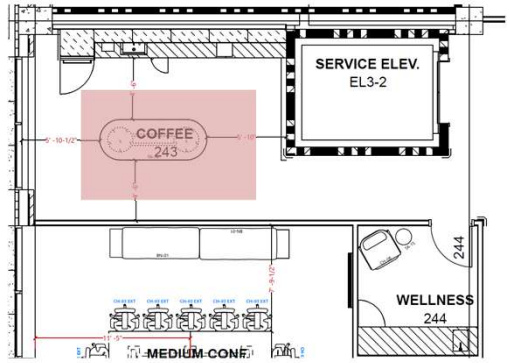
Base: Black



Mesh: Sawtelle
5301

TA-14

Coffee (243)





Grand Rapids Chair | Frankie Communal table

Counter-height table. Durable wood top with rounded ends, cylinder legs on either end, and a footrail.
Dimensions: 94"W x 36"D x 36"H



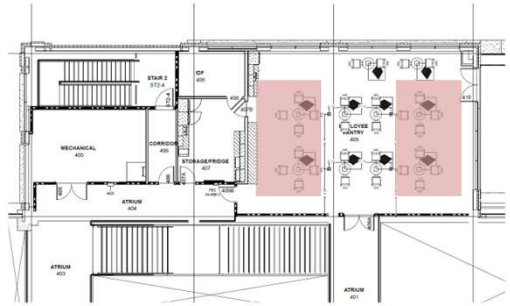
Top: Honey on Beech



Base: Satin Nickel

TA-18

Employee Pantry 409 (4) QTY. 2 - 42" X 24" RECTANGULAR





Sit On It | Parallon Table

Square tabletop with post leg and round base.
Dimensions: 48"W x 48"D x 30"H



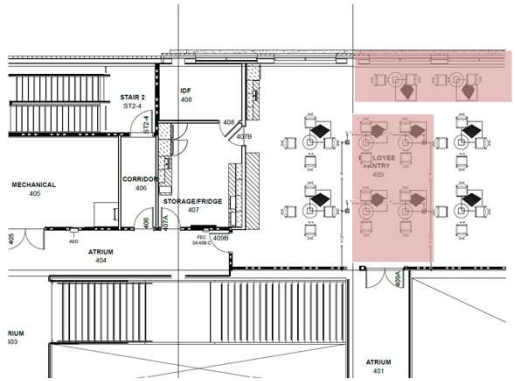
Top: Folkstone Grey



Base: Silver

TA-19

Employee Pantry 409 (6) (8) 42" X 42" SQUARE





Sit On It | Parallon Table

Square tabletop with post leg with round base.
Dimensions: 36"w x 36"d x 30"h



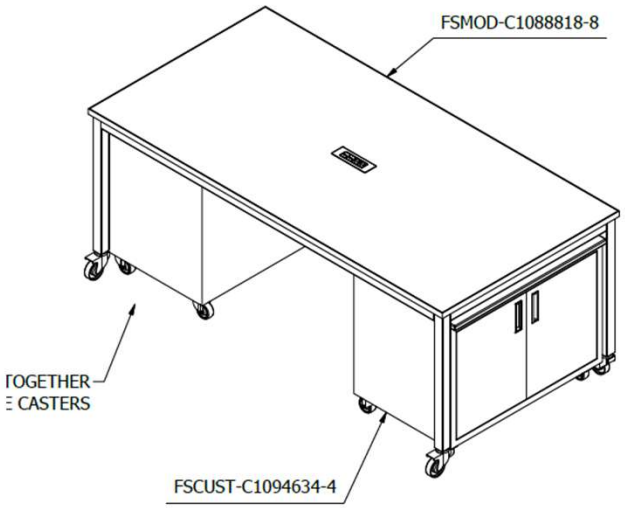
Top: Folkstone Grey



Base: Silver

TA-20

Storage 050 (1) Staff 057 (2) AS/Circ Storage 163 (1)



FormaSpace | Custom Mobile worktable

Custom Built mobile table with steel frame on Casters.
Mobile filing cabinets fit underneath the table.
Dimensions: 84x42x34



Top: Formica
Aged Ash



Base: Medium
Grey

Thank you.

tangram™

9200 SORENSEN AVENUE
SANTA FE SPRINGS, CA 90670
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FAX: 562.777.9742
WWW.TANGRAMINTERIORS.COM

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Quotation 18877

Quote Date 04/20/26
mm/dd/yy
Project 16741
Customer 99
Terms CASH BEFORE ORDER
Account Representative Lauren Ghizzoni (LJ)

Quote To

City of Celina
100 North Colorado Street
Celina TX 75009

Ship To

City of Celina
100 North Colorado Street
Celina TX 75009

Sales Location TANGRAM DALLAS

Thank you for the opportunity to provide this quote.

This quote is valid for 30 days only.

Please sign and return with PO# to expedite order placement.

All product is made to order. No changes or cancellations after order placement. No returns.
As you review your quotation, please be advised that the commercial interiors industry is experiencing disruptive supply chain issues challenges re:labor availability, and commodity shortages (ex. lumber, steel, resins, microchips, and adhesives).

This could extend the lead times or delivery or your order.

We are proactively bringing this to your attention to keep you informed and to help you make business decisions to adjust your orders or projects as needed.

Client is responsible for proper care and cleaning of products. Please consult your Tangram representative for further information on appropriate cleaning procedures. Products whose materiality or appearance is affected by improper use of cleaning agents will not be covered by manufacturer warranty.

For questions concerning this quote, please contact:
Contact: Lauren Ghizzoni
Sales
lghizzoni@tangraminteriors.com
+1 (978) 804-6391

	Description	Quantity	Unit Price	Extended Price
01. PO-01				
1	**X-FCMT** - AMQ Activ Soft Cable Management with Zip Close Light Grey AMQSOLUTIO **Tag For** 01. PO-01 CMT	1	66.05	66.05
2	**APS2B** - Activ2.0Base, 2 Stage **Depth:** 29.00000	1	442.75	442.75

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
2	**Base Finish:** Paint F2 - White **Leg:** T-Leg **Caster or Glide:** Glides AMQSOLUTIO **Tag For** 01. PO-01 AP-29-T			
3	**CRBK** - Bookcase **Size Option:** Modular **Depth:** 15.00000 **Width:** 30.00000 **Height:** 66.50000 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) STEELCASE **Tag For** 01. PO-01 BC/4/30	1	495.32	495.32
4	**CRWDL** - Cabinet- Hinged Left **Size Option:** Modular **Depth:** 18.87500 **Width:** 12.00000 **Height:** 66.50000 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Keys:** Key Plug **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Interior Configuration:** Coat Hooks **Shelf Option:** Fixed Shelf - Top STEELCASE **Tag For** 01. PO-01 WR/66.5/18.875/L	1	558.68	558.68
5	**CRCT** - Common Top, Worksurface **Depth:** 29.00000 **Width:** 71.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500	1	116.30	116.30

Accepted by_____Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
5	**Grommet Location:** No Grommet STEELCASE **Tag For** 01. PO-01 CT/29/71			
6	**CRDSHL** - Desk- Shell **Size Option:** Modular **Depth:** 18.87500 **Width:** 48.00000 **Thickness - Worksurface:** 1.12500 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Support - Right:** Clear-Access End Panel **Support - Left:** Full Depth End Panel **Modesty Panel:** Quarter Height **Grommet Location:** No Grommet STEELCASE **Tag For** 01. PO-01 18.875/48/FD/CA	1	286.30	286.30
7	**HAMP** - Migration Modesty Panel- Desk Application **Size:** Modular **Width - Worksurface:** 52.00000 **Modesty Panel Finish:** Textured Woodgrain HPL 2TH2 - FAWN CYPRESS (HPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Sustainability:** Without Carbon Neutral **Grain Direction:** Horizontal **Scallop:** No Scallop **Worksurface-Shape Type:** Rectangle **Worksurface-Corner Shape:** Square Corner **Worksurface-Edge Profile:** No Knife Edge **Office Set:** NONE STEELCASE **Tag For** 01. PO-01 MP/52	1	119.42	119.42
8	**CRPDSHL2HBBF** - Pedestal- For Use With Shells,2-High,Box/Box/File **Application:** Currency Desk Shell	1	371.68	371.68

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
8	**Size Option:** Modular **Application Depth:** 18.87500 **Depth:** 17.96949 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Keys:** Key Plug **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Counterweight:** With Counterweight STEELCASE **Tag For** 01. PO-01 BBF/2/18.875			
9	**LOCKFR** - FIELD INSTALLED LOCK PLUGS & KEYS, FR **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Key:** KEY SPECIFIC 2-448 STEELCASE	2	N/C	N/C
10	**CRTBWM** - Tackboard, Wallmount **Size Option:** Parametric **Height:** 37.50000 **Width:** 48.00000 **Tackboard Finish:** Code 5FA4 - BLUFF **Fabric Direction:** Horizontal STEELCASE **Tag For** 01. PO-01 TB/48/37.5000	1	238.00	238.00
11	**YS88** - Yes series task chair - Cover: Back; Neighborhood Sawtelle #5301 - Seat Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 01. PO-01 CH-03	1	402.27	402.27
12	**KR200** - Adjustable arm kit OFFICEMAST	1	54.09	54.09
13	**ST400F** - ST series guest chair - Cover: Grade 3 XOX Forever OFFICEMAST **Tag For** 01. PO-01 CH-07	1	141.36	141.36

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
Sub Total			3,292.22
TAX EXEMPT			0.00
Total			**3,292.22**
03. WSKT-01A			
14 **3FSNLINEAR** - AMQ 3F Screens Linear **Width:** 68.00000 **Height:** 23.00000 **Screen Finish:** Verve FC3 - Ash AMQSOLUTIO **Tag For** 03. WSKT-01A PS/23/68	6	192.61	1,155.66
15 **3FSNSLEEVEBKT** - AMQ 3F Screens Sleeve Bracket **Bracket Finish:** Paint F2 - White AMQSOLUTIO **Tag For** 03. WSKT-01A	6	33.66	201.96
16 **X-FCMT** - AMQ Activ Soft Cable Management with Zip Close Light Grey AMQSOLUTIO **Tag For** 03. WSKT-01A CMT	6	66.05	396.30
17 **APS2B** - Activ2.0Base, 2 Stage **Depth:** 29.00000 **Base Finish:** Paint F2 - White **Leg:** T-Leg **Caster or Glide:** Glides AMQSOLUTIO **Tag For** 03. WSKT-01A AP-29-T	6	442.75	2,656.50
18 **UCANT** - Cantilever, On module application, 16W x 13D **Basic Finish:** SMOOTH PAINT 4242 - Milk STEELCASE **Tag For** 03. WSKT-01A CANT	6	50.00	300.00
19 **CRCT** - Common Top, Worksurface **Depth:** 18.87500 **Width:** 45.50000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL)	6	71.09	426.54

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
19 **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 03. WSKT-01A CT/18.875/45.5			
20 **CRCT** - Common Top, Worksurface **Depth:** 29.00000 **Width:** 70.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 03. WSKT-01A CT/29/70	6	116.30	697.80
21 **TS736THF** - Frame, Horizontal package, Thin, 36W **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE **Tag For** 03. WSKT-01A 36/54	3	38.68	116.04
22 **TS742THF** - Frame, Horizontal package, Thin, 42W **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES	3	44.43	133.29

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
22 **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE **Tag For** 03. WSKT-01A 42/54			
23 **TS772THF** - Frame, Horizontal package, Thin, 72W **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE **Tag For** 03. WSKT-01A 72/54	4	81.55	326.20
24 **TS754TEPJ** - Junction-End of run, Thin, 54H **TRIM:** *OPT:TRIM PACKAGE **OMIT:** OMIT TRIM STEELCASE **Tag For** 03. WSKT-01A E54-O	2	20.65	41.30
25 **TS754TEPJ** - Junction-End of run, Thin, 54H **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **SMTH PNT:** *UPRIGHT:SMOOTH PAINT **4242:** MILK SMOOTH STEELCASE **Tag For** 03. WSKT-01A E54	5	43.91	219.55
26 **TS754TIPJ** - Junction-In line, Thin, 54H STEELCASE **Tag For** 03. WSKT-01A I54	3	31.10	93.30
27 **TS754TTPJ** - Junction-T, Thin, 54H	1	68.74	68.74

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
27 **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **SMTH PNT:** *UPRIGHT:SMOOTH PAINT **4242:** MILK SMOOTH STEELCASE **Tag For** 03. WSKT-01A T54			
28 **TS754TXPJ** - Junction-X, Thin, 54H **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **SMTH PNT:** *UPRIGHT:SMOOTH PAINT **4242:** MILK SMOOTH STEELCASE **Tag For** 03. WSKT-01A X54	1	68.74	68.74
29 **TS7PK72X** - Kit-Power, 3+1, 72W STEELCASE **Tag For** 03. WSKT-01A PK/72	4	133.30	533.20
30 **TS74836TK** - Panel skin-Tackable acoustical, 48H x 36W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** STD:HORIZONTAL APPLICATION STEELCASE **Tag For** 03. WSKT-01A	6	94.61	567.66
31 **TS74842TK** - Panel skin-Tackable acoustical, 48H x 42W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** STD:HORIZONTAL APPLICATION STEELCASE **Tag For** 03. WSKT-01A	6	102.45	614.70
32 **TS74872TK** - Panel skin-Tackable acoustical, 48H x 72W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** HORIZONTAL APPLICATION ONLY	8	146.10	1,168.80

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
32 STEELCASE **Tag For** 03. WSKT-01A			
33 **CRPD2HBBF** - Pedestal-2-High,Box/Box/File **Size Option:** Modular **Depth:** 18.87500 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Keys:** Key Plug **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Counterweight:** With Counterweight STEELCASE **Tag For** 03. WSKT-01A BBF/2/18.875	6	371.68	2,230.08
34 **LOCKFR** - FIELD INSTALLED LOCK PLUGS & KEYS, FR **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Key:** KEY SPECIFIC 1-449 1-450 1-451 1-452 1-453 1-454 STEELCASE	6	N/C	N/C
35 **TS76BPX** - Power infeed, 3+1, 6L in ft **PLASTIC:** 6009 ARCTIC WHITE STEELCASE **Tag For** 03. WSKT-01A BPI/6	2	110.03	220.06
36 **TS71SSX** - Receptacle-System ground, Line 1, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **WCNTRLSTMP:** With Controlled Stamp STEELCASE **Tag For** 03. WSKT-01A	3	19.34	58.02
37 **TS72SSX** - Receptacle-System ground, Line 2, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option	3	19.34	58.02

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
37 **WCNTRLSTMP:** With Controlled Stamp STEELCASE **Tag For** 03. WSKT-01A			
38 **TS73SSX** - Receptacle-System ground, Line 3, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **NOSTAMP:** STD:No Stamp STEELCASE **Tag For** 03. WSKT-01A	3	18.03	54.09
39 **TS74SSX** - Receptacle-System ground, Line 4, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **NOSTAMP:** STD:No Stamp STEELCASE **Tag For** 03. WSKT-01A	3	18.03	54.09
40 **TS7SCSSD** - Screen-Single Connect, Straight, Single sided, Answer application **Application:** Single Right **Size:** Modular **Height:** 54.00000 **Height - Connected Panel:** 54.00000 **Width:** 39.00000 **Surface Finish:** Textured Woodgrain HPL 2TH2 - Fawn Cypress **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Grain Direction:** Horizontal **Cover Finish:** Smooth Paint 4242 - Milk **Office Set:** NONE STEELCASE **Tag For** 03. WSKT-01A BS39/53.702-S	1	353.36	353.36
41 **TS7SCSPN** - Screen-Single Connect, Straight, Spanning, Answer application **Size:** Modular **Height:** 54.00000 **Height - Connected Panel:** 54.00000 **Width:** 75.00000 **Surface Finish:** Textured Woodgrain HPL 2TH2 - Fawn	1	704.38	704.38

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
41 Cypress **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Grain Direction:** Horizontal **Cover Finish:** Smooth Paint 4242 - Milk **Office Set:** NONE STEELCASE **Tag For** 03. WSKT-01A BS75/53.702-S			
42 **YS88** - Yes series task chair - Cover: Back; Neighborhood Sawtelle #5301 - Seat Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 03. WKST-01A CH-03	6	402.27	2,413.62
Sub Total			15,932.00
TAX EXEMPT			0.00
Total			**15,932.00**
04. YOUTH SERVICE DESK 043			
43 **SSRSPEDESTAL** - AMQ S-Series Storage Pedestal **Width:** 12.00000 **Storage Finish:** Paint F2 - White AMQSOLUTIO **Tag For** 04. YOUTH SERVICE DESKS 043 STR-04	4	214.77	859.08
44 **YS88** - Yes series task chair - Cover: Back; Neighborhood Sawtelle #5301 - Seat Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 04. Youth Service Desk 043 CH-03	4	402.27	1,609.08
45 **5901-W** - 5901-W 5901 Mayland Lounge, Wood Frame Features: Frame Finish: BE0105 Natural Beech Upholstery: G4 / Arc-Com / Engrave / AC-64021 Sapphire #12 / Full Unit ENCORESEAT **Tag For** 04. Youth Service Desk 043 CH-08B	2	1,732.73	3,465.46
46 **BK-22RD22V** - Beck, End Table W/ Veneer Top, 22"W x 22"D x 22"H **Finish:** **MBM-A:** Blonde - [Ash] OFSSALESCO **Tag For** 04. Youth Service Desk 043 TA-22A	1	583.66	583.66

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
Sub Total			6,517.28
TAX EXEMPT			0.00
Total			**6,517.28**
05. Maker Space Storage 012			
47 **QOH5-3618S-MGY** - 20ga Open Str Shlvng 36w x 18d TENNSCO **Tag For** 05. Maker Space Storage 012 STR-06	9	200.77	1,806.93
Sub Total			1,806.93
TAX EXEMPT			0.00
Total			**1,806.93**
06. Maker Space 061			
48 **V4106LGR** - Viper 41-Inch 6-Drawer Rolling Tool Cabinet, HD 4 CASTERS, 2 SWIVEL W/ TOE LOCKS, 2 RIGID, LOCK: VIPER SIDELOCK TECHNOLOGY, INCLUDE 2 KEYS; ALL DRAERS 21"d Lime Green Powdercoat 45"W x 24 5/8"D x 40 7/8"H (with casters) TANGRAM **Tag For** 06. Maker Space 061 MS-01	2	1,590.90	3,181.80
49 **TABLES** - 30” x 60” Bahama Blue Swirl Table with Roman II Style Folding Legs SOUTHERNAL **Tag For** 06. Maker Space 061 TA-31	4	653.75	2,615.00
50 **CELEBRATE** - Celebrate Chair 960-TSC-NA-BLK-C2B-9607, Celebrate Chair, Poly, Five Star Swivel Base, Height Adjustable, Simple Tilt Mechanism, Casters, Black Matte Powder Coat, Black Carpet Caster, Graphite Gray Shell SOURCEINTE **Tag For** 06. Maker Space 061 CH-22	16	375.85	6,013.60
Sub Total			11,810.40
TAX EXEMPT			0.00
Total			**11,810.40**
07. Lobby 001 / Group Study 040			
51 **R48** - Round Top 48" A Wksf Edge Standard Laminate - 3mm Edge K Laminate Formica Aged Ash (8844-WR) N Cable Management No Cable Management ENWORK	3	251.27	753.81

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
51 **Tag For** 07. Lobby 001 / Group Study 040 TA-24A			
52 **ALSA29** - Alkalign Seated Height Individual Leg, 36"D-60"D Table, pkg of 2 Paint Medium Tone ENWORK **Tag For** TA-24A	6	412.36	2,474.16
53 **HAPPY CHAIRS** - CHAIR SI0376 HAPPY SI0376 Upholstery COM: Customer's Own Material Colour 397: Color matched to the customer's sample FORMICA AGED ASH Glides option TS0410: PLASTIC GLIDES FOR WOODEN LEGS Tag: CH-16 com: architex tailor made, aristocrat is approved (.55 yds required per unit *please note yardage is based on 55" W, non-directional, non-patterned material with no repeat) Legs: STAINED TO MATCH - FORMICA AGED ASH 8844-WR ANDREUWORL **Tag For** 07. Lobby 001 / Group Study 040 CH-16	12	621.27	7,455.24
Sub Total			10,683.21
TAX EXEMPT			0.00
Total			**10,683.21**
54 **YARD(S)** - architex tailor made, aristocrat ARCHITEX	7	43.18	302.26
08. Study 041			
55 **CR4284** - Rectangle Top 42"D x 84"W, 1-piece **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **K:** One Pwr/Data Cut-out, Centered ENWORK **Tag For** 08. Study 041 TA-33	1	525.82	525.82
56 **ALUA2984** - Alkalign Base and Trough Kit, Seated Height, for 36-42"D by 84"W, for Rectangle/Rounded Rect **Leg Angle:** **A:** Straight **Infill:** **L:** Laminate **K:** Formica Aged Ash (8844-WR)	1	1,846.18	1,846.18

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
56	**Paint:** **T:** Medium Tone ENWORK **Tag For** 08. Study 041 TA-33			
57	**XPD-4408** - ** Ellora B Single-Sided, 3 Power/2 Data Openings/1 USB A+C, 6' Power Cord, in Silver w/ Black Receptacles** ENWORK **Tag For** 08. Study 041 TA-33	1	376.00	376.00
58	**PDBHD** - HDMI Corded Coupler, 18" Patch Cord **Color Selection:** **R:** Black ENWORK **Tag For** 08. Study 041 TA-33	1	53.82	53.82
59	**SEF** - Special Engineering Fee ENWORK	1	795.45	795.45
60	**HAPPY CHAIRS** - CHAIR SI0376 HAPPY SI0376 Upholstery COM: Customer's Own Material Colour 397: Color matched to the customer's sample Glides option TS0410: PLASTIC GLIDES FOR WOODEN LEGS Tag: CH-16 com: architex tailor made, aristocrat is approved (.55 yds required per unit *please note yardage is based on 55" W, non-directional, non-patterned material with no repeat) Legs: STAINED TO MATCH - FORMICA AGED ASH 8844-WR ANDREUWORL **Tag For** 08. Study 041 CH-16	6	621.27	3,727.62
61	**YARD(S)** - architex tailor made, aristocrat ARCHITEX	5.50	43.18	237.49
	Sub Total			7,562.38
	TAX EXEMPT			0.00
	Total			**7,562.38**
	09. Study 042			
62	**R42** - Round Top 42" **Wksf Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:**	1	251.27	251.27

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
62	**N:** No Cable Management ENWORK **Tag For** 09. Study 042 TA-24			
63	**ALSA29** - Alkalign Seated Height Individual Leg, 36"D-60"D Table, pkg of 2 **Paint:** **T:** Medium Tone ENWORK **Tag For** 09. Study 042 TA-24	2	412.36	824.72
64	**HAPPY CHAIRS** - CHAIR SI0376 HAPPY SI0376 Upholstery COM: Customer's Own Material Colour 397: Color matched to the customer's sample Glides option TS0410: PLASTIC GLIDES FOR WOODEN LEGS Tag: CH-16 com: architex tailor made, aristocrat is approved (.55 yds required per unit *please note yardage is based on 55" W, non-directional, non-patterned material with no repeat) Legs: STAINED TO MATCH - FORMICA AGED ASH 8844-WR ANDREUWORL **Tag For** 09. Study 042 CH-16	4	621.27	2,485.08
65	**YARD(S)** - architex tailor made, aristocrat is approved ARCHITEX	2.50	43.18	107.95
Sub Total				3,669.02
TAX EXEMPT				0.00
Total				**3,669.02**
10. Tech 046				
66	**CELEBRATE** - Celebrate Chair 960-TSC-NA-BLK-C2B-9607, Celebrate Chair, Poly, Five Star Swivel Base, Height Adjustable, Simple Tilt Mechanism, Casters, Black Matte Powder Coat, Black Carpet Caster, Graphite Gray Shell SOURCEINTE **Tag For** 10. Tech 046 CH-22	4	375.85	1,503.40
67	**ADAPT BENCH** - ADP-WKS-AW-4835-30-M-MOD Adapt Workstation 48w 35d 30h Adapt Arrow Wrap Workstation with plastic laminate work station top, two custom powdercoated metal legs with black wheels, and two powdercoated metal legs with	4	2,017.23	8,068.92

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
67	levelers Top Inset Material:Plastic Laminate Top Edge Type: 3mm PVC Top Edge Material: Matching Table Laminate Material: Formica Aged Ash 8844-WR Base Material: Metal Metal Base Finish: Dark Tone Table Custom Specification: MOD: Custom Powdercoat Legs AGATIINC **Tag For** 10. Tech 046 WKST-09			
Sub Total				9,572.32
TAX EXEMPT				0.00
Total				**9,572.32**
68	**ADP-LEG-CUS-FINISH** - Custom Finish (4) legs per workstation Metal Base Finish: Dark Tone Seating Metal Base Finish: Dark Tone AGATIINC	4	1,091.53	4,366.12
69	**ADP-WKS-FB-DP-24-24H** - Adapt Accessory Side Acoustical Board Panel addon Panel is attached with two stainless steel brackets. Panel sits 18" off the work surface and 5" below the work surface 24w 24h 3/8th NOTE: Side Acoustical Panels are sold in pairs Divider Panel Material: Accoustic Panel Divider Panel Finish: Cobalt AGATIINC	4	279.95	1,119.80
70	**ELEC-DEAN-OS-DGR-1U1** - Dean On-surface mounted power unit w/72" cord with straight 3-prong plug ((1) outlet & (1) 2-port USB A+C, Storm) AGATIINC	4	207.40	829.60
71	**ELEC-ADP-WIRE-MGT** - Adapt Wire Management Wire management for Adapt Dean Electrical AGATIINC	4	70.01	280.04
11. Tots Collection 045				

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
72 **BOOK BIN CART** - T2 Laminate: D498-60,Wilsonart,Island PVC Color: IS - Island (D498) TANGRAM **Tag For** 11. Tots Collection 045 BB-01	6	5,152.82	30,916.92
Sub Total			30,916.92
TAX EXEMPT			0.00
Total			**30,916.92**
12. Family Reading 048			
73 **5901-W** - 5901-W 5901 Mayland Lounge, Wood Frame 6 EA 3,812.00 22,872.00 Features: Frame Finish: BE0105 Natural Beech Upholstery: G4 / Arc-Com / Engrave / AC-64021 Sapphire #12 / Full Unit ENCORESEAT **Tag For** 12. Family Reading 048 CH-08B	4	1,732.73	6,930.92
74 **BK-22RD22V** - Beck, End Table W/ Veneer Top, 22"W x 22"D x 22"H **Finish:** **MBM-A:** Blonde - [Ash] OFSSALESCO **Tag For** 12. Family Reading 048 TA-22A	2	583.66	1,167.32
75 **FM1CLD1-XXXXXXXX-XXX** - FOR QUOTE ONLY - All Foams - Constellations - Cool Cloud - Ottoman - (TOP PANEL fabric color) - (SIDE PANEL fabric color) - (ZIPPER color - No Patch Spradling - Silvertex - Creme De Menthe MOORECOINC **Tag For** 12. Family Reading 048 CH-10	4	563.32	2,253.28
76 **F M 1 S T R 1 -V 0 3** - F M 1 S T R 1 - V 0 3 S T X 8 8 3 7 - V03STX8837-000-N A L L F O A M S - CONSTELLATIONS - STAR - OTTOMAN - (Spradling - Silvertex Neo - Bazaar) MOORECOINC **Tag For** 12. Family Reading 048 CH-11	4	411.91	1,647.64

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
77	**BSI-COM** - Model: Beach Stone I Upholstery Selection: Customer's Own Material Textile Vendor: Architex International Textiles Textile: Tessellation Bayleaf LELANDINTE **Tag For** 12. Family Reading 048 CH-12	3	533.35	1,600.05
78	**YARD(S)** - Textile Vendor: Architex International Textiles Textile: Tessellation Bayleaf ARCHITEX	16	103.41	1,654.56
79	**RUGGABLE RUG** - Ruggable space rug 8' https://ruggable.com/products/outer-space-black-rug?utm_source=google_shopping&utm_medium=cpc&utm_medium=cpc&utm_source=google&utm_campaign=us_conversion_na_standardshopping_brand_troas_cbo:yes_na_core&utm_content=evg&gad_source=1&system=rug-sys&size=8round TANGRAM **Tag For** 12. Family Reading 048 AR-01	3	430.68	1,292.04
80	**CR3636** - Rectangle Top 36"D x 36"W, 1-piece **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **K:** Power/Data Cut-out (one, center) ENWORK **Tag For** 12. Family Reading 048 TA-29	2	197.45	394.90
81	**ALSA29** - Alkalign Seated Height Individual Leg, 36"D-60"D Table, pkg of 2 **Paint:** **T:** Medium Tone ENWORK **Tag For** 12. Family Reading 048 TA-29	4	412.36	1,649.44
82	**PDECUS** - Ellora B, 2 Power/1 Data opening/1 USB A+C, 5" x 8" cutout **Connectivity:** **P:** 6' Power Cord, Includes Convenience Outlet **S:** Silver Paint/Black Receptacles ENWORK **Tag For** 12. Family Reading 048 TA-29	2	341.82	683.64
83	**PDGR** - Universal Cable Gripper, 5 openings	2	13.82	27.64

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
83	ENWORK **Tag For** 12. Family Reading 048 TA-29			
84	**HAPPY CHAIRS** - CHAIR SI0376 HAPPY SI0376 Upholstery COM: Customer's Own Material Colour 397: Color matched to the customer's sample Glides option TS0410: PLASTIC GLIDES FOR WOODEN LEGS Tag: CH-16 com: architex tailor made, aristocrat is approved (.55 yds required per unit *please note yardage is based on 55" W, non-directional, non-patterned material with no repeat) Legs: STAINED TO MATCH - FORMICA AGED ASH 8844-WR ANDREUWORL **Tag For** 12. Family Reading 048 CH-16	4	621.27	2,485.08
85	**YARD(S)** - architex tailor made, aristocrat ARCHITEX	2.50	43.18	107.95
86	**QCT-25H-11M-42D-L-W2** - Model: Quince Children's Table Table Height: 25" High Base Finish: Natural 11M Top Size: 42" Diameter Top Surface Finish or Color: Laminate Laminate Vendor: Wilsonart Laminate Selection: Kensington Maple 10776-60 Edge Type: 1" Flat Plywood Edge Finish: Natural 11M Power / Data:None LELANDINTE **Tag For** 12. Family Reading 048 TA-23	1	808.98	808.98
87	**QCT-29H-11M-42D-L-W2** - Model: Quince Children's Table Table Height: 29" High Base Finish: Natural 11M Top Size: 42" Diameter Top Surface Finish or Color: Laminate Laminate Vendor: Wilsonart Laminate Selection: Kensington Maple 10776-60 Edge Type: 1" Flat Plywood Edge Finish: Natural 11M Power / Data:None SIDEMARK:TA-23A LELANDINTE	1	1,212.93	1,212.93
88	**CUSTOM** - (4) 3" Diameter Grommets Line 86, Line 87 LELANDINTE	8	18.75	150.00
89	**CUSTOM** - Wire Manager for Line 86, Line 87	8	131.25	1,050.00

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
89	LELANDINTE			
90	**FEE** - Engineering fee Customer Approval Prints (Line 86, Line 87) LELANDINTE	2	450.00	900.00
91	**T2 CUSTOM TABLE** - Laminate: Wilsonart Kensington Maple Species: Maple Finish: Custom Wood Finish Children's Reader Table - 48"dia x 24"h TANGRAM **Tag For** 12. Family Reading 048 TA-25	1	5,730.80	5,730.80
92	**QC-BP-16M-F999-SH14** - QC-BP-16M-F999-SH14-W-11M Quince Children's Chair Shell Style: Bump Shell Finish: Tangerine 40M Shell Art: None Seat Height: 14" High Base Type: Solid Wood Base Finish: Natural 11M Glides: Standard LELANDINTE **Tag For** 12. Family Reading 048 CH-14A	1	346.19	346.19
93	**QC-BP-46M-F999-SH14** - QC-BP-46M-F999-SH14-W-11M Quince Children's Chair Shell Style: Bump Shell Finish: Arctic II 16M Shell Art: None Seat Height: 14" High Base Type: Solid Wood Base Finish: Natural 11M Glides: Standard LELANDINTE **Tag For** 12. Family Reading 048 CH-14A	1	346.19	346.19
94	**QC-BP-46M-F999-SH14** - QC-BP-46M-F999-SH14-W-11M Quince Children's Chair Shell Style: Bump Shell Finish: Soda Red 46M Shell Art: None Seat Height: 14" High Base Type: Solid Wood Base Finish: Natural 11M Glides: Standard LELANDINTE **Tag For** 12. Family Reading 048 CH-14A	2	346.19	692.38
95	**QC-BP-33M-F999-SH14** - QC-BP-33M-F999-SH14-W-11M Quince Children's Chair Shell Style: Bump	1	346.19	346.19

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
95	Shell Finish: Limelight 33M Shell Art: None Seat Height: 14" High Base Type: Solid Wood Base Finish: Natural 11M Glides: Standard LELANDINTE **Tag For** 12. Family Reading 048 CH-14A			
96	**QC-BP-48M-F999-SH14** - QC-BP-48M-F999-SH14-W-11M Quince Children's Chair Shell Style: Bump Shell Finish: Caribbean II 48M Shell Art: None Seat Height: 14" High Base Type: Solid Wood Base Finish: Natural 11M Glides: Standard LELANDINTE **Tag For** 12. Family Reading 048 CH-14A	1	346.19	346.19
97	**QC-BP-18M-F999-SH14** - QC-BP-18M-F999-SH14-W-11M Quince Children's Chair Shell Style: Bump Shell Finish: Ink II 18M Shell Art: None Seat Height: 14" High Base Type: Solid Wood Base Finish: Natural 11M Glides: Standard LELANDINTE **Tag For** 12. Family Reading 048 CH-14A	2	346.19	692.38
98	**QC-BP-40M-F999-SH18** - QC-BP-40M-F999-SH18-W-11M Quince Children's Chair Shell Style: Bump Shell Finish: Tangerine 40M Shell Art: None Seat Height: 18" High Base Type: Solid Wood Base Finish: Natural 11M Glides: Standard LELANDINTE **Tag For** 12. Family Reading 048 CH-14B	1	422.02	422.02
99	**QC-BP-16M-F999-SH18** - QC-BP-16M-F999-SH18-W-11M Quince Children's Chair Shell Style: Bump Shell Finish: Arctic II 16M Shell Art: None Seat Height: 18" High	1	422.02	422.02

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
99 Base Type: Solid Wood Base Finish: Natural 11M Glides: Standard LELANDINTE **Tag For** 12. Family Reading 048 CH-14B			
100 **QC-BP-33M-F999-SH18** - QC-BP-33M-F999-SH18-W-11M Quince Children's Chair Shell Style: Bump Shell Finish: Limelight 33M Shell Art: None Seat Height: 18" High Base Type: Solid Wood Base Finish: Natural 11M Glides: Standard LELANDINTE **Tag For** 12. Family Reading 048 CH-14B	1	422.02	422.02
101 **QC-BP-18M-F999-SH18** - QC-BP-18M-F999-SH18-W-11M Quince Children's Chair Shell Style: Bump Shell Finish: Ink II 18M Shell Art: None Seat Height: 18" High Base Type: Solid Wood Base Finish: Natural 11M Glides: Standard LELANDINTE **Tag For** 12. Family Reading 048 CH-14B	1	422.02	422.02
Sub Total			36,204.77
TAX EXEMPT			0.00
Total			**36,204.77**
13. Storytime 049			
102 **ST400F** - ST series guest chair - Cover: Grade 3 XOX SOULMAT 3704 OFFICEMAST **Tag For** 13. Storytime 049 CH-07A	25	141.36	3,534.00
103 **STDLY4N** - Dolly OFFICEMAST **Tag For** 13. Storytime 049 CART-01	25	50.00	1,250.00
Sub Total			4,784.00
TAX EXEMPT			0.00
Total			**4,784.00**
14. Teen 060			

Accepted by_____Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
104	**BK-36RD17V** - Beck, Magazine Table W/ Veneer Top, 36"W x 36"D x 17"H **Finish:** **MBM-A:** Blonde - [Ash] OFSSALESCO **Tag For** 14. Teen 060 TA-22	2	784.90	1,569.80
105	**5720** - Mitt Lounge Chair Description: Mitt - Standard Stitch and Handle Dimensions: 33 1/2w x 33 1/2d x 32h Material and Finish: Fully Upholstered Fabric Pattern/Sku: COM / COM Yardage Requirement per unit: 4.5yds / 57sqft Notes: ADDITIONAL 15% YARDAGE REQUIRED DUE TO REPEAT (4.5 yds x 15% = 5.2 yards each) BERNHARDTF **Tag For** 14. Teen 060 CH-15A	3	1,542.64	4,627.92
106	**YARD/S** - ArcCom Angle Pine ARCCOMFABR **Tag For** 14. Teen 060 CH-15A	16	70.59	1,129.44
107	**5720** - Mitt Lounge Chair Description: Mitt - Standard Stitch and Handle Dimensions: 33 1/2w x 33 1/2d x 32h Material and Finish: Fully Upholstered Fabric Pattern/Sku: COM / COM Yardage Requirement per unit: 4.5yds / 57sqft Notes: COM CF Stinson Cassidy 2.0 REQUIRES TESTING. BERNHARDTF **Tag For** 14. Teen 060 CH-15B	3	1,740.63	5,221.89
108	**YARD/S** - CF Stinson Cassidy 2.0 c252 CFSTINSONI **Tag For** 14. Teen 060 CH-15B	14	200.00	2,800.00
109	**MP18H/CGL/NC** - MyPlace 18" Hexagon, Concealed Glides, Non-contrast KOM (KI Ordered Material-Additional Fees Required)	4	517.94	2,071.76

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
109 /KOM Supplier: ARC COM Pattern: CHROMA Color: ORANGE #10 AC60139 Yardage per Unit: Subject to change by quantity 1.5 KI **Tag For** 14. Teen 060 CH-17			
110 **COR36S-PVC** - COR36S/SF/STH/MTP/ELEC 4 COR36S-PVC CORSA 36"S TABLE TABLE HEIGHT: 34" BASE SPREAD: 1- 22"D BASE LAMINATE: FORMICA AGED ASH 8844-WR EDGE DETAIL: GR 2B 3MM X 1.25" FLAT PVC EDGE COLOR: STANDARD TBD BASE: YOSEMITE SF: POWDER COAT FINISH STH: SPECIAL TABLE HEIGHT ERGINTERNA **Tag For** 14. Teen 060 TA-28	2	735.85	1,471.70
111 **MTP** - MODIFIED TOP PLATE & COLUMN COLUMN:ACCESS HOLE @ BOTTOM ERGINTERNA	2	251.08	502.16
112 **305238.03.06.09** - COVE PWR & USB-A/C UNIT ELECTRICAL: 2 (12AMP / 120 VOLT) USB: 1-2.1 AMP USB-A & 1-60W USB-C (CHARGING) CORD: 1-108"L SOFT PLUG 15AMP FINISH: SILVER PEARL SIZE: 2.5" X 7.25" LOCATION: CENTERED IN TOP ERGINTERNA	2	433.13	866.26
113 **HOOM STOOL** - 7012-25 Hoom Counter-Height Stool, Wire Rod Metal Base Features: Base Finish: 0405 Charcoal Grey Upholstery: COM / 1.25 yds ea. Architex / Tailor Made / Aristocrat / Full Unit ENCORESEAT **Tag For** 14. Teen 060 ST-03	4	666.36	2,665.44
Sub Total			22,926.37
TAX EXEMPT			0.00
Total			**22,926.37**

Accepted by_____ Title_____ Date_____

Description		Quantity	Unit Price	Extended Price
114	**YARD(S)** - Architex / Tailor Made / Aristocrat ARCHITEX	5	43.18	215.90
15. Storage 050				
115	**MOBILE WORKTABLE** - FSMOD-C1088818-8 Modified Assembly 84W x 42D x 34H Details: HPL Worksurface, Total-lock Casters, HD Frame, Gray (RAL7045) FRM ASSY ISL 2.0SQ 83.0 x 35.0 x 29.5 DK GRY 1 Remove frame lower spreader 1 Remove frame reaches 1 FRAME MOD-EXACT WS HEIGHT 1 Bench Size Modification: 84W x 42D x 34H 1 TOP PNL 1.13 x 84.0 x 42.0 STD HPL BLK 1 MOD - DEAN POWER MODULE IN CENTER OF SURACE.. . MOD : FORMICA AGED ASH (8844) SURFACE 1 Dean: 4 Port - Power: 4 Standard Outlets Cord Color: White Cord Cord: 120" Standard Cord, Right Angle Circuit Breaker Plug Mount: In Surface (Z) Color: Matte White, White Plastic 1 SIZE: W x D, LOCATION (x, y) = (,) 1 Caster Total Lock 4 x 1.25 Blk, 1/2-13 x 1" stm 4 PANDUIT CBL MGMT 72.0 ASSY 1 Grater cup 2" sq with 4 clips, 1/2-13 4 FORMASPACE **Tag For** 15. Storage 050 TA-20	1	2,831.98	2,831.98
116	**MOBILE STORAGE** - FSCUST-C1094634-4 Custom Assembly 36W Mobile Ped , DETAILS: CRS Top, Mobile pedestal doors, LOCKING MOBILE PED TOP 1.00 x 23.00 x 37.00 CRS RAW 1 MOBILE BASE, 29H X 36W, 2 DOORS 1 FORMASPACE	2	2,065.91	4,131.82
117	**CR2448** - Rectangle Top 24"D x 48"W, 1-piece **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **N:** No Cable Management ENWORK	1	157.82	157.82

Accepted by_____ Title_____ Date_____

Description		Quantity	Unit Price	Extended Price
117	**Tag For** 15. Storage 050 TA-26			
118	**LCATP242** - Solano T-Leg, levelers for 24"D table (22" spread) **Routing Holes Option:** **N:** No routing holes **Paint Finish:** **T:** Medium Tone ENWORK **Tag For** 15. Storage 050 TA-26	1	312.73	312.73
119	**QOH5-3618S-MGY** - 20ga Open Str Shlvng 36w x 18d TENNSCO **Tag For** 15. Storage 050 STR-06	8	200.77	1,606.16
120	**QO5-3624S-MGY** - Medium Grey Open Starter Shelving 36wx24d TENNSCO **Tag For** 15. Storage 050 STR-07	7	200.77	1,405.39
Sub Total				10,445.90
TAX EXEMPT				0.00
Total				**10,445.90**
16. Comfort 052				
121	**BK-22RD22V** - Beck, End Table W/ Veneer Top, 22"W x 22"D x 22"H **Finish:** **MBM-A:** Blonde - [Ash] OFS Beck Tables OFSSALESCO **Tag For** 16. Comfort 052 TA-22A	1	583.66	583.66
122	**MP18H/CGL/NC** - MyPlace 18" Hexagon, Concealed Glides, Non-contrast KOM (KI Ordered Material-Additional Fees Required) /KOM Supplier: ARC COM Pattern: CHROMA Color: ORANGE #10 AC60139 Yardage per Unit: Subject to change by quantity 1.5 KI **Tag For** 16. Comfort 052 CH-17	2	517.94	1,035.88

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
123 **F81147** - Mention, 29.75 x 30.5 x 43.5 Highback Lounge with Arms **Base:** **C8Z:** Wood Rocker Base **MBM:** Blonde (MBM) **Inside Seat/Back Fabric, Manufacturer:** **~ETC:** Graded-in Fabric **ETC13:** Graded-in - Grade 13 **ETC:** Graded-in Fabric Color ==>C.F. Stinson Watercolor Grid M **Outside Seat/Back/Arm Fabric, Manufacturer:** **~ETC:** Graded-in Fabric **ETC13:** Graded-in - Grade 13 **ETC:** Graded-in Fabric Color ==>C.F. Stinson Watercolor Grid M **Welt Trim:** **X9:** No Welt **X9:** No Selection **X9:** No Selection - Grade X9 OFSSALESCO **Tag For** 16. Comfort 052 CH-20	1	1,836.42	1,836.42
124 **F81091** - Mention, 22.5x18.5x17 Ottoman Lounge **Base:** **C8Y:** Wood Sled Base **MBM:** Blonde (MBM) **Inside Seat Fabric, Manufacturer:** **~ETC:** Graded-in Fabric **ETC13:** Graded-in - Grade 13 **ETC:** Graded-in Fabric Color ==>C.F. Stinson Watercolor Grid M **Outside Seat Fabric, Manufacturer:** **~ETC:** Graded-in Fabric **ETC13:** Graded-in - Grade 13 **ETC:** Graded-in Fabric Color ==>C.F. Stinson Watercolor Grid M **Welt Trim:** **X9:** No Welt	1	888.73	888.73

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
124 **X9:** No Selection - Grade X9 **X9:** No Selection **X9:** No Selection - Grade X9 OFSSALESCO **Tag For** 16. Comfort 052 CH-20A			
Sub Total			4,344.69
TAX EXEMPT			0.00
Total			**4,344.69**
17. Wellness 055			
125 **BK-22RD22V** - Beck, End Table W/ Veneer Top, 22"W x 22"D x 22"H **Finish:** **MBM-A:** Blonde - [Ash] OFS Beck Tables OFSSALESCO **Tag For** 17. Wellness 055 TA-22A	1	583.66	583.66
126 **MAYLAND LOUNGE** - 5901-W 5901 Mayland Lounge, Wood Frame Features: Frame Finish: BE0105 Natural Beech Upholstery:Stinson | Gabby, Paprika COM / 4 yds ea. 54"W Plain Non Directional Fabric / TBD / TBD / Full Unit ENCORESEAT **Tag For** 17. Wellness 055 CH-08C	1	1,400.47	1,400.47
Sub Total			1,984.13
TAX EXEMPT			0.00
Total			**1,984.13**
127 **YARD(S)** - COM TBD TANGRAM	10	200.00	2,000.00
18. YS Storage 056			
128 **QOH5-3618S-MGY** - 20ga Open Str Shlvng 36w x 18d TENNSCO **Tag For** 18. YS Storage 056 STR-06	7	200.77	1,405.39
129 **QO5-3624S-MGY** - Medium Grey Open Starter Shelving 36wx24d TENNSCO **Tag For** 18. YS Storage 056 STR-07	5	200.77	1,003.85

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
Sub Total			2,409.24
TAX EXEMPT			0.00
Total			**2,409.24**
19. Staff 057			
130 **MOBILE WORKTABLE** - FSMOD-C1088818-8 Modified Assembly 84W x 42D x 34H Details: HPL Worksurface, Total-lock Casters, HD Frame, Gray (RAL7045) FRM ASSY ISL 2.0SQ 83.0 x 35.0 x 29.5 DK GRY 1 Remove frame lower spreader 1 Remove frame reaches 1 FRAME MOD-EXACT WS HEIGHT 1 Bench Size Modification: 84W x 42D x 34H 1 TOP PNL 1.13 x 84.0 x 42.0 STD HPL BLK 1 MOD - DEAN POWER MODULE IN CENTER OF SURACE.. . MOD : FORMICA AGED ASH (8844) SURFACE 1 Dean: 4 Port - Power: 4 Standard Outlets Cord Color: White Cord Cord: 120" Standard Cord, Right Angle Circuit Breaker Plug Mount: In Surface (Z) Color: Matte White, White Plastic 1 SIZE: W x D, LOCATION (x, y) = (,) 1 Caster Total Lock 4 x 1.25 Blk, 1/2-13 x 1" stm 4 PANDUIT CBL MGMT 72.0 ASSY 1 Grater cup 2" sq with 4 clips, 1/2-13 4 FORMASPACE **Tag For** 19. Staff 057 TA-20	2	2,831.98	5,663.96
131 **MOBILE STORAGE** - FSCUST-C1094634-4 Custom Assembly 36W Mobile Ped , DETAILS: CRS Top, Mobile pedestal doors, LOCKING MOBILE PED TOP 1.00 x 23.00 x 37.00 CRS RAW 1 MOBILE BASE, 29H X 36W, 2 DOORS 1 FORMASPACE	4	2,065.91	8,263.64
Sub Total			13,927.60
TAX EXEMPT			0.00
Total			**13,927.60**
20. Mail and Storage 031			
132 **SHELVING** - Uline Shelving	6	334.65	2,007.90

Accepted by_____ Title_____ Date_____

tangram™

9200 SORENSEN AVENUE
SANTA FE SPRINGS, CA 90670
TEL: 562.365.5000
FAX: 562.777.9742
WWW.TANGRAMINTERIORS.COM

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Description	Quantity	Unit Price	Extended Price
132 6 KT H-1750-72 BLACK WIRE SHELVING UNIT - 48 X 24 X 72" 12 CT H-1748-POST POST FOR BLACK WIRE SHELVING - 72" PART OF KIT 6 CT H-1750-SHELF ADDITIONAL BLACK WIRE SHELVES - 48 X 24" PART OF KIT ULINEINC **Tag For** 20. Mail and Storage 031 SH-01			
Sub Total			2,007.90
TAX EXEMPT			0.00
Total			**2,007.90**
133 **Tariffs/Freight (FEE)**	1	31,493.85	31,493.85
157 **HOUR(S)** - Technical Design Time TANGRAM	10	125.00	1,250.00
Quotation Totals			
Sub Total			242,654.85
TAX EXEMPT			0.00
Grand Total			**242,654.85**

End of Quotation

Accepted by_____ Title_____ Date_____

tangram™

9200 SORENSEN AVENUE
SANTA FE SPRINGS, CA 90670
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Quotation 18878

Quote Date 04/20/26
mm/dd/yy
Project 16741
Customer 99
Terms CASH BEFORE ORDER
Account Representative Lauren Ghizzoni (LJ)

Quote To

City of Celina
100 North Colorado Street
Celina TX 75009

Ship To

City of Celina
100 North Colorado Street
Celina TX 75009

Sales Location TANGRAM DALLAS

Thank you for the opportunity to provide this quote.

This quote is valid for 30 days only.

Please sign and return with PO# to expedite order placement.

All product is made to order. No changes or cancellations after order placement. No returns.
As you review your quotation, please be advised that the commercial interiors industry is experiencing disruptive supply chain issues challenges re:labor availability, and commodity shortages (ex. lumber, steel, resins, microchips, and adhesives).

This could extend the lead times or delivery or your order.

We are proactively bringing this to your attention to keep you informed and to help you make business decisions to adjust your orders or projects as needed.

Client is responsible for proper care and cleaning of products. Please consult your Tangram representative for further information on appropriate cleaning procedures. Products whose materiality or appearance is affected by improper use of cleaning agents will not be covered by manufacturer warranty.

For questions concerning this quote, please contact:
Contact: Lauren Ghizzoni
Sales
lghizzoni@tangraminteriors.com
+1 (978) 804-6391

	Description	Quantity	Unit Price	Extended Price
01. PO-01				
1	**X-FCMT** - AMQ Activ Soft Cable Management with Zip Close Light Grey AMQSOLUTIO **Tag For** 01. PO-01 CMT	4	66.05	264.20
2	**APS2B** - Activ2.0Base, 2 Stage **Depth:** 29.00000	4	442.75	1,771.00

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
2	**Base Finish:** Paint F2 - White **Leg:** T-Leg **Caster or Glide:** Glides AMQSOLUTIO **Tag For** 01. PO-01 AP-29-T			
3	**CRBK** - Bookcase **Size Option:** Modular **Depth:** 15.00000 **Width:** 30.00000 **Height:** 66.50000 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) STEELCASE **Tag For** 01. PO-01 BC/4/30	4	495.32	1,981.28
4	**CRWDL** - Cabinet- Hinged Left **Size Option:** Modular **Depth:** 18.87500 **Width:** 12.00000 **Height:** 66.50000 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Keys:** Key Plug **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Interior Configuration:** Coat Hooks **Shelf Option:** Fixed Shelf - Top STEELCASE **Tag For** 01. PO-01 WR/66.5/18.875/L	2	558.68	1,117.36
5	**CRWDR** - Cabinet- Hinged Right **Size Option:** Modular **Depth:** 18.87500 **Width:** 12.00000 **Height:** 66.50000 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL)	2	558.68	1,117.36

Accepted by_____Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
5 **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Keys:** Key Plug **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Interior Configuration:** Coat Hooks **Shelf Option:** Fixed Shelf - Top STEELCASE **Tag For** 01. PO-01 WR/66.5/18.875/R			
7 **CRCT** - Common Top, Worksurface **Depth:** 29.00000 **Width:** 71.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 01. PO-01 CT/29/71	4	116.30	465.20
8 **CRDSHL** - Desk- Shell **Size Option:** Modular **Depth:** 18.87500 **Width:** 48.00000 **Thickness - Worksurface:** 1.12500 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Support - Right:** Full Depth End Panel **Support - Left:** Clear-Access End Panel **Modesty Panel:** Quarter Height **Grommet Location:** No Grommet STEELCASE **Tag For** 01. PO-01 18.875/48/CA/FD	2	286.30	572.60
9 **CRDSHL** - Desk- Shell	2	286.30	572.60

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
9 **Size Option:** Modular **Depth:** 18.87500 **Width:** 48.00000 **Thickness - Worksurface:** 1.12500 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Support - Right:** Clear-Access End Panel **Support - Left:** Full Depth End Panel **Modesty Panel:** Quarter Height **Grommet Location:** No Grommet STEELCASE **Tag For** 01. PO-01 18.875/48/FD/CA			
11 **HAMP** - Migration Modesty Panel- Desk Application **Size:** Modular **Width - Worksurface:** 52.00000 **Modesty Panel Finish:** Textured Woodgrain HPL 2TH2 - FAWN CYPRESS (HPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Sustainability:** Without Carbon Neutral **Grain Direction:** Horizontal **Scallop:** No Scallop **Worksurface-Shape Type:** Rectangle **Worksurface-Corner Shape:** Square Corner **Worksurface-Edge Profile:** No Knife Edge **Office Set:** NONE STEELCASE **Tag For** 01. PO-01 MP/52	4	119.42	477.68
12 **CRPDSHL2HBBF** - Pedestal- For Use With Shells,2-High,Box/Box/File **Application:** Currency Desk Shell **Size Option:** Modular **Application Depth:** 18.87500 **Depth:** 17.96949 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL)	4	371.68	1,486.72

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
12	**Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Keys:** Key Plug **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Counterweight:** With Counterweight STEELCASE **Tag For** 01. PO-01 BBF/2/18.875			
13	**LOCKFR** - FIELD INSTALLED LOCK PLUGS & KEYS, FR **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Key:** KEY SPECIFIC 2-455 2-456 2-457 2-458 STEELCASE	8	N/C	N/C
14	**CRTBWM** - Tackboard, Wallmount **Size Option:** Parametric **Height:** 37.50000 **Width:** 48.00000 **Tackboard Finish:** Code 5FA4 - BLUFF **Fabric Direction:** Horizontal STEELCASE **Tag For** 01. PO-01 TB/48/37.5000	4	238.00	952.00
15	**YS88** - Yes series task chair - Cover: Back; Neighborhood Sawtelle #5301 - Seat Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 01. PO-01 CH-03	4	402.27	1,609.08
16	**KR200** - Adjustable arm kit OFFICEMAST **Tag For** CH-03	4	54.09	216.36
17	**ST400F** - ST series guest chair - Cover: Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** CH-07	4	141.36	565.44
18	**SA-01** - American Security Safes - MODEL # 9560 TANGRAM	1	1,919.12	1,919.12

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
18 **Tag For** SA-01 OFFICE 158			
Sub Total			15,088.00
TAX EXEMPT			0.00
Total			**15,088.00**
02. PO-02			
19 **X-FCMT** - AMQ Activ Soft Cable Management with Zip Close Light Grey AMQSOLUTIO **Tag For** 02. PO-02 CMT	1	66.05	66.05
20 **APS2B** - Activ2.0Base, 2 Stage **Depth:** 24.00000 **Base Finish:** Paint F2 - White **Leg:** T-Leg **Caster or Glide:** Glides AMQSOLUTIO **Tag For** 02. PO-02 AP-24-T	1	442.75	442.75
21 **CRBK** - Bookcase **Size Option:** Parametric **Depth:** 19.00000 **Width:** 30.00000 **Height:** 66.50000 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) STEELCASE **Tag For** 02. PO-02 BC/4/30	1	527.39	527.39
22 **CRWDR** - Cabinet- Hinged Right **Size Option:** Parametric **Depth:** 19.00000 **Width:** 12.00000 **Height:** 66.50000 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Keys:** Key Plug **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Pull:** Contemporary Pull	1	573.36	573.36

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
22	**Pull Finish:** Silver 9212 - SILVER **Interior Configuration:** Coat Hooks **Shelf Option:** Fixed Shelf - Top STEELCASE **Tag For** 02. PO-02 WR/66.5/19/R			
23	**CRCT** - Common Top, Worksurface **Depth:** 19.00000 **Width:** 72.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 02. PO-02 CT/19/72	1	127.50	127.50
24	**CRCT** - Common Top, Worksurface **Depth:** 24.00000 **Width:** 46.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 02. PO-02 CT/24/46	1	76.89	76.89
25	**CRDSHLO** - Desk- Shell,6" Overhang **Size Option:** Modular **Depth:** 36.00000 **Width:** 72.00000 **Support - Right:** Full Depth End Panel **Support - Left:** Full Depth End Panel **Modesty Panel:** Full **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6219 - CLEAR OAK	1	453.20	453.20

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
25 **Grommet Location:** No Grommet **Thickness - Worksurface:** 1.12500 Currency Desk Shell , With 6" Overhang , CHANGE: (30"D), , including overhang **Eng Quote** SF253596 **Eng Quote Product ID** SF00343289 STEELCASE **Tag For** 02. PO-02 36/72/FD/FD			
26 **CROHHD** - Overhead- Hinged Doors **Size Option:** Modular **Width:** 72.00000 **Attachment Brackets:** Wall Mount Brackets **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Keys:** Key Plug STEELCASE **Tag For** 02. PO-02 OH/72.0000/15	1	660.30	660.30
27 **CRPD2HBBF** - Pedestal-2-High,Box/Box/File **Size Option:** Parametric **Depth:** 19.00000 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Keys:** Key Plug **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Counterweight:** With Counterweight STEELCASE **Tag For** 02. PO-02 BBF/2/19	1	425.00	425.00
28 **LOCKFR** - FIELD INSTALLED LOCK PLUGS & KEYS, FR **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Key:** KEY SPECIFIC 4-458 STEELCASE	4	N/C	N/C

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
29	**EH-1818** - RAKKS Cantilever Off-White Finish TANGRAM **Tag For** 02. PO-02 EH-1818	1	79.55	79.55
30	**CRRTBL** - Table, Round **Diameter:** 42.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Base Type:** X-Base **X-Base Finish:** Smooth Paint 4242 - MILK SMOOTH **Column Finish:** Smooth Paint 4242 - MILK SMOOTH **Thickness - Worksurface:** 1.12500 STEELCASE **Tag For** 02. PO-02 TA-08	1	477.16	477.16
31	**EEAWST** - Tackboards **Width:** 72.00000 **Height:** 22.50000 **Tackboard Finish:** Code 5FA4 - BLUFF **Scallop:** No Scallop **Application:** No Service Mod STEELCASE **Tag For** 02. PO-02 TB/72/22.5000	1	239.47	239.47
32	**YS88** - Yes series task chair - Cover: Back; Neighborhood Sawtelle #5301 - Seat Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 02. PO-02 CH-03	1	402.27	402.27
33	**KR200** - Adjustable arm kit OFFICEMAST **Tag For** CH-03	1	54.09	54.09
34	**ST400F** - ST series guest chair - Cover: Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 02. PO-02 CH-07	4	141.36	565.44
	Sub Total			5,170.42
	TAX EXEMPT			0.00
	Total			**5,170.42**

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
03. WSKT-01A			
35 **3FSNLINEAR** - AMQ 3F Screens Linear **Width:** 68.00000 **Height:** 23.00000 **Screen Finish:** Verve FC3 - Ash AMQSOLUTIO **Tag For** 03. WSKT-01A PS/23/68	6	192.61	1,155.66
36 **3FSNSLEEVEBKT** - AMQ 3F Screens Sleeve Bracket **Bracket Finish:** Paint F2 - White AMQSOLUTIO **Tag For** 03. WSKT-01A	6	33.66	201.96
37 **X-FCMT** - AMQ Activ Soft Cable Management with Zip Close Light Grey AMQSOLUTIO **Tag For** 03. WSKT-01A CMT	6	66.05	396.30
38 **APS2B** - Activ2.0Base, 2 Stage **Depth:** 29.00000 **Base Finish:** Paint F2 - White **Leg:** T-Leg **Caster or Glide:** Glides AMQSOLUTIO **Tag For** 03. WSKT-01A AP-29-T	6	442.75	2,656.50
39 **UCANT** - Cantilever, On module application, 16W x 13D **Basic Finish:** SMOOTH PAINT 4242 - Milk STEELCASE **Tag For** 03. WSKT-01A CANT	6	50.00	300.00
40 **CRCT** - Common Top, Worksurface **Depth:** 18.87500 **Width:** 45.50000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet	6	71.09	426.54

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
40 STEELCASE **Tag For** 03. WSKT-01A CT/18.875/45.5			
41 **CRCT** - Common Top, Worksurface **Depth:** 29.00000 **Width:** 70.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 03. WSKT-01A CT/29/70	6	116.30	697.80
42 **TS736THF** - Frame, Horizontal package, Thin, 36W **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **1OMIT1KO:** OMIT 1 SIDE / KNOCKOUT 1 SIDE **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE **Tag For** 03. WSKT-01A 36/54	4	37.90	151.60
43 **TS736THF** - Frame, Horizontal package, Thin, 36W **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE	3	38.68	116.04

Accepted by_____ Title_____ Date_____

Description		Quantity	Unit Price	Extended Price
43	**Tag For** 03. WSKT-01A 36/54			
44	**TS742THF** - Frame, Horizontal package, Thin, 42W **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE **Tag For** 03. WSKT-01A 42/54	3	44.43	133.29
45	**TS772THF** - Frame, Horizontal package, Thin, 72W **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE **Tag For** 03. WSKT-01A 72/54	2	81.55	163.10
46	**TS754TEPJ** - Junction-End of run, Thin, 54H **TRIM:** *OPT:TRIM PACKAGE **OMIT:** OMIT TRIM STEELCASE **Tag For** 03. WSKT-01A E54-O	2	20.65	41.30
47	**TS754TEPJ** - Junction-End of run, Thin, 54H **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT	3	43.91	131.73

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
47 **SMTH PNT:** *UPRIGHT:SMOOTH PAINT **4242:** MILK SMOOTH STEELCASE **Tag For** 03. WSKT-01A E54			
48 **TS754TIPJ** - Junction-In line, Thin, 54H STEELCASE **Tag For** 03. WSKT-01A I54	5	31.10	155.50
49 **TS754TTPJ** - Junction-T, Thin, 54H **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **SMTH PNT:** *UPRIGHT:SMOOTH PAINT **4242:** MILK SMOOTH STEELCASE **Tag For** 03. WSKT-01A T54	1	68.74	68.74
50 **TS754WPJ** - Junction-Wall start, 54H STEELCASE **Tag For** 03. WSKT-01A WS54	2	91.48	182.96
51 **TS754TXPJ** - Junction-X, Thin, 54H **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **SMTH PNT:** *UPRIGHT:SMOOTH PAINT **4242:** MILK SMOOTH STEELCASE **Tag For** 03. WSKT-01A X54	1	68.74	68.74
52 **TS7PK36X** - Kit-Power, 3+1, 36W STEELCASE **Tag For** 03. WSKT-01A PK/36	3	88.34	265.02
53 **TS7PK72X** - Kit-Power, 3+1, 72W STEELCASE **Tag For** 03. WSKT-01A PK/72	2	133.30	266.60

Accepted by_____Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
54	**TS74836LSF** - Panel skin, Laminate, Floor, 48H x 36W **SURFACE:** 2TH2 FAWN CYPRESS (HPL) **TRIM:** 4242 MILK SMOOTH **GRAINDIR:** *OPT:GRAIN DIRECTION **HORZ:** HORIZONTAL STEELCASE **Tag For** 03. WSKT-01A	4	236.80	947.20
55	**TS74836TK** - Panel skin-Tackable acoustical, 48H x 36W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** STD:HORIZONTAL APPLICATION STEELCASE **Tag For** 03. WSKT-01A	10	94.61	946.10
56	**TS74842TK** - Panel skin-Tackable acoustical, 48H x 42W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** STD:HORIZONTAL APPLICATION STEELCASE **Tag For** 03. WSKT-01A	6	102.45	614.70
57	**TS74872TK** - Panel skin-Tackable acoustical, 48H x 72W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** HORIZONTAL APPLICATION ONLY STEELCASE **Tag For** 03. WSKT-01A	4	146.10	584.40
58	**CRPD2HBBF** - Pedestal-2-High,Box/Box/File **Size Option:** Modular **Depth:** 18.87500 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Keys:** Key Plug **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Counterweight:** With Counterweight STEELCASE	6	371.68	2,230.08

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
58 **Tag For** 03. WSKT-01A BBF/2/18.875			
59 **LOCKFR** - FIELD INSTALLED LOCK PLUGS & KEYS, FR **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Key:** KEY SPECIFIC 1-459 1-460 1-461 1-462 1-463 1-464 STEELCASE	6	N/C	N/C
60 **TS76BPX** - Power infeed, 3+1, 6L in ft **PLASTIC:** 6009 ARCTIC WHITE STEELCASE **Tag For** 03. WSKT-01A BPI/6	2	110.03	220.06
61 **TS71SSX** - Receptacle-System ground, Line 1, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **WCNTRLSTMP:** With Controlled Stamp STEELCASE **Tag For** 03. WSKT-01A	3	19.34	58.02
62 **TS72SSX** - Receptacle-System ground, Line 2, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **WCNTRLSTMP:** With Controlled Stamp STEELCASE **Tag For** 03. WSKT-01A	3	19.34	58.02
63 **TS73SSX** - Receptacle-System ground, Line 3, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **NOSTAMP:** STD:No Stamp STEELCASE **Tag For** 03. WSKT-01A	3	18.03	54.09
64 **TS74SSX** - Receptacle-System ground, Line 4, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option	3	18.03	54.09

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
64 **NOSTAMP:** STD:No Stamp STEELCASE **Tag For** 03. WSKT-01A			
65 **TS7SCSSD** - Screen-Single Connect, Straight, Single sided, Answer application **Application:** Single Right **Size:** Modular **Height:** 54.00000 **Height - Connected Panel:** 54.00000 **Width:** 39.00000 **Surface Finish:** Textured Woodgrain HPL 2TH2 - Fawn Cypress **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Grain Direction:** Horizontal **Cover Finish:** Smooth Paint 4242 - Milk **Office Set:** NONE STEELCASE **Tag For** 03. WSKT-01A BS39/53.702-S	1	353.36	353.36
66 **TS7SCSPN** - Screen-Single Connect, Straight, Spanning, Answer application **Size:** Modular **Height:** 54.00000 **Height - Connected Panel:** 54.00000 **Width:** 75.00000 **Surface Finish:** Textured Woodgrain HPL 2TH2 - Fawn Cypress **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Grain Direction:** Horizontal **Cover Finish:** Smooth Paint 4242 - Milk **Office Set:** NONE STEELCASE **Tag For** 03. WSKT-01A BS75/53.702-S	1	704.38	704.38
67 **YS88** - Yes series task chair - Cover: Back; Neighborhood Sawtelle #5301 - Seat Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 03. WSKT-01A CH-03	6	402.27	2,413.62
68 **KR200** - Adjustable arm kit	6	54.09	324.54

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
68 OFFICEMAST **Tag For** CH-03			
Sub Total			17,142.04
TAX EXEMPT			0.00
Total			**17,142.04**
05. WSKT-05A			
69 **3FSNLINEAR** - AMQ 3F Screens Linear **Width:** 68.00000 **Height:** 23.00000 **Screen Finish:** Verve FC3 - Ash AMQSOLUTIO **Tag For** 05. WSKT-05A PS/23/68	6	192.61	1,155.66
70 **3FSNSLEEVEBKT** - AMQ 3F Screens Sleeve Bracket **Bracket Finish:** Paint F2 - White AMQSOLUTIO **Tag For** 05. WSKT-05A	6	33.66	201.96
71 **X-FCMT** - AMQ Activ Soft Cable Management with Zip Close Light Grey AMQSOLUTIO **Tag For** 05. WSKT-05A CMT	6	66.05	396.30
72 **SSRSPEDESTAL** - AMQ S-Series Storage Pedestal **Width:** 12.00000 **Storage Finish:** Paint F2 - White AMQSOLUTIO **Tag For** 05. WSKT-05A STR-04	6	214.77	1,288.62
73 **APS2B** - Activ2.0Base, 2 Stage **Depth:** 29.00000 **Base Finish:** Paint F2 - White **Leg:** T-Leg **Caster or Glide:** Glides AMQSOLUTIO **Tag For** 05. WSKT-05A AP-29-T	6	442.75	2,656.50
74 **CRCT** - Common Top, Worksurface **Depth:** 29.00000	6	116.30	697.80

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
74 **Width:** 70.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 05. WSKT-05A CT/29/70			
75 **DSMPJC** - Jumper Curly Cord **Power Cord:** 163" Curly Cord **Cord Color:** Black STEELCASE **Tag For** 05. WSKT-05A JC-163C	4	167.58	670.32
76 **DSMPDB** - Power Dist Block toPowerstrip, Gray **Application:** No Tray Mount STEELCASE **Tag For** 05. WSKT-05A PB	6	36.22	217.32
77 **DSMPINFEED** - Power Infeed Straight Cord **Power Cord:** 72" Standard Cord **Cord Color:** Black **Plug:** Standard Nema 5-15 3-Prong OCP STEELCASE **Tag For** 05. WSKT-05A PI-72S	2	212.50	425.00
78 **DSMPUP** - Utility Power 4 Outlet Tray Mount Modular Power **Power Cord:** 163" Curly Cord **Power Finish:** Plastic - PG1 6527 - MERLE **Cord Color:** Black STEELCASE **Tag For** 05. WSKT-05A UP-163C	6	260.80	1,564.80
79 **YS88** - Yes series task chair - Cover: Back; Neighborhood Sawtelle #5301 - Seat Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 05. WSKT-05A CH-03	6	402.27	2,413.62
80 **KR200** - Adjustable arm kit	6	54.09	324.54

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
80 OFFICEMAST **Tag For** CH-03			
Sub Total			12,012.44
TAX EXEMPT			0.00
Total			**12,012.44**
Lobby 102			
81 **SSRSPEDESTAL** - AMQ S-Series Storage Pedestal **Width:** 12.00000 **Storage Finish:** Paint F2 - White AMQSOLUTIO **Tag For** Lobby 102 STR-04	2	214.77	429.54
82 **YS88** - Yes series task chair - Cover: Back; Neighborhood Sawtelle #5301 - Seat Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 06. Lobby 102 CH-03	2	402.27	804.54
83 **KR200** - Adjustable arm kit OFFICEMAST **Tag For** CH-03	2	54.09	108.18
84 **NUEZ TABLE** - NUEZ TABLE Ø35.50H29.50 ME11002 Top shape ROU: Round Base/Legs Colours 306: NATURAL OAK WOOD FINISH Top type OAK: Oak Table Top Colour 306: NATURAL OAK WOOD FINISH ANDREUWORL **Tag For** 06. Lobby 102 TA-01	4	1,670.59	6,682.36
Sub Total			8,024.62
TAX EXEMPT			0.00
Total			**8,024.62**
Service / Reference 145			
85 **SSRSPEDESTAL** - AMQ S-Series Storage Pedestal **Width:** 12.00000 **Storage Finish:** Paint F2 - White AMQSOLUTIO **Tag For** Service / Reference 145 STR-04	4	214.77	859.08
86 **YS88** - Yes series task chair - Cover: Back; Neighborhood Sawtelle #5301 - Seat Grade 3 XOX Forever 3703 OFFICEMAST	4	402.27	1,609.08

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
86 **Tag For** 07. Service / Reference 145CH-03			
87 **KR200** - Adjustable arm kit OFFICEMAST **Tag For** CH-03	4	54.09	216.36
Sub Total			2,684.52
TAX EXEMPT			0.00
Total			**2,684.52**
08. Community Meeting 108			
88 **106612** - Irons Flip Top Training Table, Natural Oak, 57", Charcoal Legs POPPINFURN **Tag For** 08. Community Meeting 108 TA-02	21	611.70	12,845.70
89 **ST400F** - ST series guest chair - Cover: Grade 3 XOX Soulmate 3704 OFFICEMAST **Tag For** 08. Community Meeting 108 CH-07A	42	141.36	5,937.12
90 **LK-PDO-2224** - Lok open unit podium #LK-PDO-2224 No Grommet Fawn laminate Black casters JASPERGROU **Tag For** 08. Community Meeting 108 LC-01	1	751.82	751.82
Sub Total			19,534.64
TAX EXEMPT			0.00
Total			**19,534.64**
09. Seating 143			
91 **KC6G12** - THATCHER, GUEST, ONE SEAT, BEECH CFSG BACK UPHOLSTERY GRADE CF STINSON GRADE G POL_14 BACK UPHOLSTERY PATTERN COLOR POLYGON FREESTYLE COM SEAT UPHOLSTERY GRADE CUSTOMER'S OWN MATERIAL TAILOR MADE ARISTOCRAT SEAT UPHOLSTERY PATTERN COLOR TAILOR MADE ARISTOCRAT STD FRAME FINISH PRICE GROUP STANDARD GROUP 1 IM FINISH COLOR BRIGHTON MATCH THREAD COLOR CLOSEST MATCH KIMBALLOFF **Tag For** 09. Seating 143 CH-02A	4	2,024.22	8,096.88
92 **YARD(S)** - TAILOR MADE ARISTOCRAT ARCHITEX	11	43.18	474.98

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
93	**BK-22RD22V** - Beck, End Table W/ Veneer Top, 22"W x 22"D x 22"H **Finish:** **MBM-A:** Blonde - [Ash] OFSSALESCO **Tag For** 09. Seating 143 TA-22A	2	583.66	1,167.32
94	**TCIAC0608** - TONIC COMPONENT POWER ACCESS LID, 6"D X 8"W Powder Finish Palette Standard Powder Finish: Charcoal WATSONFURN **Tag For** 09. Seating 143 WKST-10	6	125.28	751.68
95	**TPRDA45-2** - TONIC DUAL-SIDED POWER RACEWAY, ADDER, 15"D X 45"W, 2 DUPLEXES PER USER 2 Powder Finish Palette Standard Powder Finish: Charcoal Power Four Circuit, 2+2 Power WATSONFURN	2	334.94	669.88
96	**TPRDS45-2** - TONIC DUAL-SIDED POWER RACEWAY, STARTER, 15"D X 45"W, 2 DUPLEXES PER USER 1 Powder Finish Palette Standard Powder Finish: Charcoal Power Four Circuit, 2+2 Power INFEED TYPE: Hardwire, 72" WATSONFURN	1	86.93	86.93
97	**TWBDA5345-29** - TONIC DUAL-SIDED WORKBENCH, ADDER, 53"D X 45"W X 29.5"H 2 Surface Palette Standard Extended Standard Laminates Surface Finish: Landmark Wood (-38) Edge Type: 90 Trim Edge Finish: Charcoal Powder Finish Palette Standard Powder Finish: Charcoal WATSONFURN	2	1,053.41	2,106.82
98	**TWBDE-29** - TONIC DUAL-SIDED WORKBENCH, END LEG X 29.5"H 1 Powder Finish Palette Standard Powder Finish: Charcoal	1	281.25	281.25

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
98	WATSONFURN			
99	**TWBDS5345-29** - TONIC DUAL-SIDED WORKBENCH, STARTER, 53"D X 45"W X 29.5"H 1 Surface Palette Standard Extended Standard Laminates Surface Finish: Landmark Wood (-38) Edge Type: 90 Trim Edge Finish: Charcoal Powder Finish Palette Standard Powder Finish: Charcoal WATSONFURN	1	1,053.41	1,053.41
100	**TWEDA453** - Powder Finish: Charcoal TONIC DUAL-SIDED AISLE END, 4"D X 53"W 2 Surface Palette Standard Extended Standard Laminates Surface Finish: Landmark Wood (-38) Edge Type: 90 Trim Edge Finish: Charcoal Powder Finish Palette Standard Powder Finish: Charcoal WATSONFURN	2	281.25	562.50
101	**TWIDA1545-14AF-M-2** - TONIC DUAL-SIDED INFILL, ACRYLIC SCREEN, 45"W X 14"H, SINGLE MONITOR MOUNT, 2 DUPLEXES PER USER Storage Finish Palette Standard Standard Laminates Case Finish: Charcoal Powder Finish Palette Standard Powder Finish: Charcoal Frosted Acrylic FROSTED ACRYLIC WATSONFURN	3	562.50	1,687.50
102	**CR3636** - Rectangle Top 36"D x 36"W, 1-piece **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **K:** Power/Data Cut-out (one, center)	2	197.45	394.90

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
102 ENWORK **Tag For** 09. Seating 143 TA-29			
103 **ALSA29** - Alkalign Seated Height Individual Leg, 36"D-60"D Table, pkg of 2 **Paint:** **T:** Medium Tone ENWORK **Tag For** 09. Seating 143 TA-29	4	412.36	1,649.44
104 **PDECUS** - Ellora B, 2 Power/1 Data opening/1 USB A+C, 5" x 8" cutout **Connectivity:** **P:** 6' Power Cord, Includes Convenience Outlet **S:** Silver Paint/Black Receptacles ENWORK **Tag For** 09. Seating 143 TA-29	2	341.82	683.64
105 **PDGR** - Universal Cable Gripper, 5 openings ENWORK **Tag For** 09. Seating 143 TA-29	2	13.82	27.64
106 **Celebrate Chairs** - Celebrate Chair 960-TSC-NA-BLK-C2B-9607, Celebrate Chair, Poly, Five Star Swivel Base, Height Adjustable, Simple Tilt Mechanism, Casters, Black Matte Powder Coat, Black Carpet Caster, Graphite Gray Shell. SOURCEINTE **Tag For** 09. Seating 143 CH-22	6	375.85	2,255.10
107 **CHAIR SI0376 HAPPY** - CHAIR SI0376 HAPPY SI0376 Upholstery COM: Customer's Own Material Colour 397: Color matched to the customer's sample Glides option TS0410: PLASTIC GLIDES FOR WOODEN LEGS Tag: CH-16 com: architex tailor made, aristocrat is approved (.55 yds required per unit *please note yardage is based on 55" W, non-directional, non-patterned material with no repeat) Legs: STAINED TO MATCH - FORMICA AGED ASH 8844-WR ANDREUWORL **Tag For** 09. Seating 143 CH-16	4	621.27	2,485.08
Sub Total			24,434.95
TAX EXEMPT			0.00
Total			**24,434.95**

Accepted by_____ Title_____ Date_____

Description		Quantity	Unit Price	Extended Price
108	**YARD(S)** - architex tailor made, aristocrat ARCHITEX	2.50	43.18	107.95
10. Seating 146				
109	**5901-W** - 5901-W 5901 Mayland Lounge, Wood Frame Features: Frame Finish: Beech - NATURAL Upholstery: G6 / Stinson / Polygon / POL14 Freestyle / Full Unit ENCORESEAT **Tag For** 10. Seating 146 CH-08A	7	1,840.00	12,880.00
110	**5901-W CH-08C** - 5901-W 5901 Mayland Lounge, Wood Frame Features: Frame Finish: Beech - NATURAL Upholstery: COM TBD ENCORESEAT **Tag For** 10. Seating 146 CH-08C	8	1,400.47	11,203.76
111	**YARD(S)** - com TBD TANGRAM	36	200.00	7,200.00
112	**82T2015** - Heya, 20x19x27 Pull Up Table **Top Finish:** **~SS:** Solid Surface **~LIGHT:** Light Tone Solid Surface **ECAP:** Ice Cap **Leg Finish:** **MBM-A:** Blonde - (on Ash) **Base Finish:** **H1F:** Warm Grey OFSSALESCO **Tag For** 10. Seating 146 TA-21	7	796.43	5,575.01
113	**BK-36RD17V** - Beck, Magazine Table W/ Veneer Top, 36"W x 36"D x 17"H **Finish:** **MBM-A:** Blonde - [Ash] OFSSALESCO **Tag For** 10. Seating 146 TA-22	2	784.90	1,569.80
114	**BK-22RD22V** - Beck, End Table W/ Veneer Top, 22"W x 22"D x 22"H **Finish:** **MBM-A:** Blonde - [Ash]	2	583.66	1,167.32

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
114 OFSSALESCO **Tag For** 10. Seating 146 TA-22A			
Sub Total			39,595.89
TAX EXEMPT			0.00
Total			**39,595.89**
11. Collections 147			
115 **CR3636** - Rectangle Top 36"D x 36"W, 1-piece **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **K:** Power/Data Cut-out (one, center) ENWORK **Tag For** 11. Collections 147 TA-29	2	197.45	394.90
116 **ALSA29** - Alkalign Seated Height Individual Leg, 36"D-60"D Table, pkg of 2 **Paint:** **T:** Medium Tone ENWORK **Tag For** 11. Collections 147 TA-29	4	412.36	1,649.44
117 **PDECUS** - Ellora B, 2 Power/1 Data opening/1 USB A+C, 5" x 8" cutout **Connectivity:** **P:** 6' Power Cord, Includes Convenience Outlet **S:** Silver Paint/Black Receptacles ENWORK **Tag For** 11. Collections 147 TA-29	2	341.82	683.64
118 **PDGR** - Universal Cable Gripper, 5 openings ENWORK **Tag For** 11. Collections 147 TA-29	2	13.82	27.64
119 **CR4242** - Rectangle Top 42"D x 42"W, 1-piece **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **K:** One Pwr/Data Cut-out, Centered ENWORK	1	270.91	270.91

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
119 **Tag For** 11. Collections 147 TA-32			
120 **ALSA29** - Alkalign Seated Height Individual Leg, 36"D-60"D Table, pkg of 2 **Paint:** **T:** Medium Tone ENWORK **Tag For** 11. Collections 147 TA-32	2	412.36	824.72
121 **PDECUS** - Ellora B, 2 Power/1 Data opening/1 USB A+C, 5" x 8" cutout **Connectivity:** **P:** 6' Power Cord, Includes Convenience Outlet **S:** Silver Paint/Black Receptacles ENWORK **Tag For** 11. Collections 147 TA-32	1	341.82	341.82
122 **PDGR** - Universal Cable Gripper, 5 openings ENWORK **Tag For** 11. Collections 147 TA-32	1	13.82	13.82
123 **CHAIR SI0376 HAPPY** - CHAIR SI0376 HAPPY SI0376 Upholstery COM: Customer's Own Material Colour 397: Color matched to the customer's sample Glides option TS0410: PLASTIC GLIDES FOR WOODEN LEGS Tag: CH-16 com: architex tailor made, aristocrat is approved (.55 yds required per unit *please note yardage is based on 55" W, non-directional, non-patterned material with no repeat) Legs: STAINED TO MATCH - FORMICA AGED ASH 8844-WR ANDREUWORL **Tag For** 11. Collections 147 CH-16	8	621.27	4,970.16
Sub Total			9,177.05
TAX EXEMPT			0.00
Total			**9,177.05**
124 **YARD(S)** - architex tailor made, aristocrat ARCHITEX	4.50	43.18	194.31
12. Study 148			
125 **CR3672** - Rectangle Top 36"D x 72"W, 1-piece **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR)	1	384.00	384.00

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
125	**Cable Management:** **K:** Power/Data Cut-out (one, center) ENWORK **Tag For** 12. Study 148 TA-30			
126	**ALUA2972** - Alkalign Base and Trough Kit, Seated Height, for 36-42"D by 72"W, for Rectangle/Rounded Rect **Leg Angle:** **A:** Straight **Infill:** **L:** Laminate **K:** Formica Aged Ash (8844-WR) **Paint:** **T:** Medium Tone ENWORK **Tag For** 12. Study 148 TA-30	1	1,716.36	1,716.36
127	**PDECUS** - Ellora B, 2 Power/1 Data opening/1 USB A+C, 5" x 8" cutout **Connectivity:** **N:** 10' Power Cord, Includes Convenience Outlet **S:** Silver Paint/Black Receptacles ENWORK **Tag For** 12. Study 148 TA-30	1	349.45	349.45
128	**CHAIR SI0376 HAPPY** - CHAIR SI0376 HAPPY SI0376 Upholstery COM: Customer's Own Material Colour 397: Color matched to the customer's sample Glides option TS0410: PLASTIC GLIDES FOR WOODEN LEGS Tag: CH-16 com: architex tailor made, aristocrat is approved (.55 yds required per unit *please note yardage is based on 55" W, non-directional, non-patterned material with no repeat) Legs: STAINED TO MATCH - FORMICA AGED ASH 8844-WR ANDREUWORL **Tag For** 12. Study 148 CH-16	4	621.27	2,485.08
	Sub Total			4,934.89
	TAX EXEMPT			0.00
	Total			**4,934.89**
129	**YARD(S)** - architex tailor made, aristocrat ARCHITEX	2.50	43.18	107.95

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
13. Study 149			
130 **CR3672** - Rectangle Top 36"D x 72"W, 1-piece **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **K:** Power/Data Cut-out (one, center) ENWORK **Tag For** 13. Study 149 TA-30	1	384.00	384.00
131 **ALUA2972** - Alkalign Base and Trough Kit, Seated Height, for 36-42"D by 72"W, for Rectangle/Rounded Rect **Leg Angle:** **A:** Straight **Infill:** **L:** Laminate **K:** Formica Aged Ash (8844-WR) **Paint:** **T:** Medium Tone ENWORK **Tag For** 13. Study 149 TA-30	1	1,716.36	1,716.36
132 **PDECUS** - Ellora B, 2 Power/1 Data opening/1 USB A+C, 5" x 8" cutout **Connectivity:** **N:** 10' Power Cord, Includes Convenience Outlet **S:** Silver Paint/Black Receptacles ENWORK **Tag For** 13. Study 149 TA-30	1	349.45	349.45
133 **CHAIR SI0376 HAPPY** - CHAIR SI0376 HAPPY SI0376 Upholstery COM: Customer's Own Material Colour 397: Color matched to the customer's sample Glides option TS0410: PLASTIC GLIDES FOR WOODEN LEGS Tag: CH-16 com: architex tailor made, aristocrat is approved (.55 yds required per unit *please note yardage is based on 55" W, non-directional, non-patterned material with no repeat) Legs: STAINED TO MATCH - FORMICA AGED ASH 8844-WR ANDREUWORL **Tag For** 13. Study 149 CH-16	4	621.27	2,485.08

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
Sub Total			4,934.89
TAX EXEMPT			0.00
Total			**4,934.89**
134 **YARD(S)** - architex tailor made, aristocrat ARCHITEX	2.50	43.18	107.95
14. Study 150			
135 **CR3672** - Rectangle Top 36"D x 72"W, 1-piece **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **K:** Power/Data Cut-out (one, center) ENWORK **Tag For** 14. Study 150 TA-30	1	384.00	384.00
136 **ALUA2972** - Alkalign Base and Trough Kit, Seated Height, for 36-42"D by 72"W, for Rectangle/Rounded Rect **Leg Angle:** **A:** Straight **Infill:** **L:** Laminate **K:** Formica Aged Ash (8844-WR) **Paint:** **T:** Medium Tone ENWORK **Tag For** 14. Study 150 TA-30	1	1,716.36	1,716.36
137 **PDECUS** - Ellora B, 2 Power/1 Data opening/1 USB A+C, 5" x 8" cutout **Connectivity:** **N:** 10' Power Cord, Includes Convenience Outlet **S:** Silver Paint/Black Receptacles ENWORK **Tag For** 14. Study 150 TA-30	1	349.45	349.45
138 **CHAIR SI0376 HAPPY** - CHAIR SI0376 HAPPY SI0376 Upholstery COM: Customer's Own Material Colour 397: Color matched to the customer's sample Glides option TS0410: PLASTIC GLIDES FOR WOODEN LEGS	6	621.27	3,727.62

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
138 Tag: CH-16 com: architex tailor made, aristocrat is approved (.55 yds required per unit *please note yardage is based on 55" W, non-directional, non-patterned material with no repeat) Legs: STAINED TO MATCH - FORMICA AGED ASH 8844-WR ANDREUWORL **Tag For** 14. Study 150 CH-16			
Sub Total			6,177.43
TAX EXEMPT			0.00
Total			**6,177.43**
139 **YARD(S)** - architex tailor made, aristocrat ARCHITEX	3.50	43.18	151.13
15. Seating 151			
140 **82T2015** - Heya, 20x19x27 Pull Up Table **Top Finish:** **~SS:** Solid Surface **~LIGHT:** Light Tone Solid Surface **ECAP:** Ice Cap **Leg Finish:** **MBM-A:** Blonde - (on Ash) **Base Finish:** **H1F:** Warm Grey OFSSALESCO **Tag For** 15. Seating 151 TA-21	4	796.43	3,185.72
141 **BK-36RD17V** - Beck, Magazine Table W/ Veneer Top, 36"W x 36"D x 17"H **Finish:** **MBM-A:** Blonde - [Ash] OFSSALESCO **Tag For** 15. Seating 151 TA-22	2	784.90	1,569.80
142 **5683** - CAP - Diego - stationary base **Seat and Back Finish Grade Selection:** **COM-SEAT:** Grade COM **Outside Finish Grade Selection:** **COM-OUTSIDE:** Grade COM **Welt Finish Grade Selection:** **COM-WELT:** Grade COM **Pull Strap Finish Grade Selection:**	8	1,956.06	15,648.48

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
142	**COM-PULL:** Grade COM **Price Selection:** **CT:** Contrasting (Select Higher Grade) **COM-HG:** Grade COM Diego Lounge Chair Description: Diego - Stationary Dimensions: 32 1/4w x 31 7/8d x 30 1/2h Material and Finish: Fully Upholstered Contrasting Fabric A: Inside Seat and Back Panels Pattern/Sku for A: COM / COM Yardage for A per unit: 2.25yds / 40sqft Notes: COM Architex Tailor Made Frozen Contrasting Fabric B: Outside Back and Base Panels Pattern/Sku for B: COM / COM Yardage for B per unit: 3.25yds / 60sqft Notes for B: COM CF Stinson Polygon Freestyle Contrasting Fabric C: Welt Pattern/Sku for C: COM / COM Yardage for C per unit: 1.5yds / 10sqft Notes for C: COM Architex Tailor Made Aristocrat BERNHARDTF **Tag For** 15. Seating 151 CH-18			
143	**FEE** - Contrasting Fabric Fee BERNHARDTF **Tag For** 15. Seating 151 CH-18	8	96.17	769.36
144	**YARD/S** - Architex Tailor Made Frozen Inside Seat and Back Panels ARCHITEX **Tag For** 15. Seating 151 CH-18	18	47.50	855.00
145	**YARD/S** - CF Stinson Polygon Freestyle Outside Back and Base Panels CFSTINSONI **Tag For** 15. Seating 151 CH-18	26	74.94	1,948.44
146	**YARD/S** - Architex Tailor Made Aristocrat Welt ARCHITEX **Tag For** 15. Seating 151 CH-18	12	47.50	570.00

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
Sub Total			24,546.80
TAX EXEMPT			0.00
Total			**24,546.80**
16. Quiet Reading 152			
147 **CR24240** - Rectangle Top 24"D x 240"W, 3-piece **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **N:** No Cable Management Enwork Table ENWORK **Tag For** 16. Quiet Reading 152 TA-27	1	1,076.00	1,076.00
148 **XLNRB24240-001** - Ligouri Tochdown Base, **32.75"H for Overall Height of 34"H**, for 24"D x 240"W Rect. Top T - Frame Paint Medium Tone N - Leg Hardwood and Stain - Aged Ash Stain on Ash ENWORK **Tag For** 16. Quiet Reading 152 TA-27	1	4,497.45	4,497.45
149 **PDQ21** - Dean Clamp-on, 6' cord, 2 Power/1 USB A+C **Paint:** **S:** Grey/Silver Metal trim ENWORK **Tag For** 16. Quiet Reading 152 TA-27	5	258.91	1,294.55
150 **PDGR** - Universal Cable Gripper, 5 openings ENWORK **Tag For** 16. Quiet Reading 152 TA-27	10	13.82	138.20
151 **ENS-XPDP1** - Double Duplex, 4-Trac, Circuit 1 ENWORK **Tag For** 16. Quiet Reading 152 TA-27	2	87.64	175.28
152 **PDEJUMPXX** - Jumper for connecting 2 Ellora Units, pkg of 1 (Length determined by Enwork) ENWORK **Tag For** 16. Quiet Reading 152 TA-27	1	68.36	68.36
153 **A1BPS120** - Base Power Infeed for Straight Plug Circuit 1 (only), 20 Amp plug, 120" Infeed Use (for Inset Floor Core) ENWORK	1	174.91	174.91

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
153	**Tag For** 16. Quiet Reading 152 TA-27			
154	**XFDML80-002** - Laminate Clamp Modesty Panel, **80Wx13H** K Laminate Formica Aged Ash (8844-WR) ENWORK **Tag For** 16. Quiet Reading 152 TA-27	3	321.09	963.27
155	**SEF** - Special Engineering Fee ENWORK	1	795.45	795.45
156	**1450-25** - 1450-25 Theme 25" Stool Exposed Back 5 EA 1,790.00 8,950.00 Features: Wood Finish: Beech - Custom Upholstery: G3 / Arc-Com / Capri / AC-65200 Rainstorm #1 / Full Unit Special Modifications: ==Custom stain to match customer supplied sample of Formica Aged Ash 8844-WR== ARCADIACHA **Tag For** 16. Quiet Reading 152 ST-02	5	1,017.05	5,085.25
157	**CR3636** - Rectangle Top 36"D x 36"W, 1-piece **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **K:** Power/Data Cut-out (one, center) ENWORK **Tag For** 16. Quiet Reading 152 TA-29	3	197.45	592.35
158	**ALSA29** - Alkalign Seated Height Individual Leg, 36"D-60"D Table, pkg of 2 **Paint:** **T:** Medium Tone ENWORK **Tag For** 16. Quiet Reading 152 TA-29	6	412.36	2,474.16
159	**PDECUS** - Ellora B, 2 Power/1 Data opening/1 USB A+C, 5" x 8" cutout **Connectivity:** **P:** 6' Power Cord, Includes Convenience Outlet **S:** Silver Paint/Black Receptacles ENWORK **Tag For** 16. Quiet Reading 152 TA-29	3	341.82	1,025.46

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
160	**PDGR** - Universal Cable Gripper, 5 openings ENWORK **Tag For** 16. Quiet Reading 152 TA-29	3	13.82	41.46
161	**CHAIR SI0376 HAPPY** - CHAIR SI0376 HAPPY SI0376 Upholstery COM: Customer's Own Material Colour 397: Color matched to the customer's sample Glides option TS0410: PLASTIC GLIDES FOR WOODEN LEGS Tag: CH-16 com: architex tailor made, aristocrat is approved (.55 yds required per unit *please note yardage is based on 55" W, non-directional, non-patterned material with no repeat) Legs: STAINED TO MATCH - FORMICA AGED ASH 8844-WR ANDREUWORL **Tag For** 16. Quiet Reading 152 CH-16	6	621.27	3,727.62
162	**YARD(S)** - architex tailor made, aristocrat ARCHITEX	3.50	43.18	151.13
163	**BK-36RD17V** - Beck, Magazine Table W/ Veneer Top, 36"W x 36"D x 17"H **Finish:** **MBM-A:** Blonde - [Ash] OFSSALESCO **Tag For** 16. Quiet Reading 152 TA-22	1	784.90	784.90
164	**BK-22RD22V** - Beck, End Table W/ Veneer Top, 22"W x 22"D x 22"H **Finish:** **MBM-A:** Blonde - [Ash] OFSSALESCO **Tag For** 16. Quiet Reading 152 TA-22A	1	583.66	583.66
165	**FMG1403** - Famiglia Lounge Chair on Wooden Frame Fabric Selection Two Tone Fabric Selection Two Tone Fabric Selection (Select highest grade 1st) Customers Own Material TBD Additional Fabric Selection (2 of 2) Enter Non-List Fabric TBD Solid Ash Legs Clear Finish Glide Option Plastic Glides COM Back: Stinson | Vector - VEC17 COM SEAT: Architex | Tailor Made - Aristocrat ALLERMUIRL	6	1,723.36	10,340.16

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
165 **Tag For** 16. Quiet Reading 152 CH-19			
Sub Total			33,989.62
TAX EXEMPT			0.00
Total			**33,989.62**
166 **YARD(S)** - Back: Stinson | Vector - VEC17 - 1 yard per chair CFSTINSONI	6	46.25	277.50
167 **YARD(S)** - SEAT: Architex | Tailor Made - Aristocrat - 2.5 yards per chair ARCHITEX	15	47.50	712.50
17. Conference 154			
168 **CR48120** - Rectangle Top 48"D x 120"W, 2-pieces **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **K:** One Pwr/Data Cut-out, Centered ENWORK **Tag For** 17. Conference 154 TA-11A	1	801.82	801.82
169 **FDU48120** - Foundation Panel Base Kit with Trough for 48/54"x 120" Rectangle/Rounded Tops **Material and Trim:** **LN:** Laminate (no Aluminum Trim) **K:** Formica Aged Ash (8844-WR) **Base Width:** **W:** 6" Base Width **Trough Height:** **E:** 8" Trough Height ENWORK **Tag For** 17. Conference 154 TA-11A	1	1,543.64	1,543.64
170 **PDE422** - Ellora Double, 4 pwr/2 data openings/2 USB A+C, cutout 9.81" x 8.0" **Connectivity:** **C:** 10' Power Cords x2 **Color Selection:** **AW:** Clear Aluminum w/ White Interior ENWORK **Tag For** 17. Conference 154 TA-11A	1	714.18	714.18

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
171 **PDBHD** - HDMI Corded Coupler, 18" Patch Cord **Color Selection:** **R:** Black ENWORK **Tag For** 17. Conference 154 TA-11A	1	53.82	53.82
172 **ST400F** - ST series guest chair - Cover: XOX SOULMATE 3704 OFFICEMAST **Tag For** 17. Conference 154 CH-07B	12	141.36	1,696.32
Sub Total			4,809.78
TAX EXEMPT			0.00
Total			**4,809.78**
18. AS/ Circ Storage 162 / 163			
173 **QOH5-3618S-MGY** - 20ga Open Str Shlvng 36w x 18d TENNSCO **Tag For** 18. AS/ Circ Storage 162 / 163 STR-06	23	200.77	4,617.71
174 **Mobile Worktable** - FSMOD-C1088818-8 Modified Assembly 84W x 42D x 34H Details: HPL Worksurface, Total-lock Casters, HD Frame, Gray (RAL7045) FRM ASSY ISL 2.0SQ 83.0 x 35.0 x 29.5 DK GRY 1 Remove frame lower spreader 1 Remove frame reaches 1 FRAME MOD-EXACT WS HEIGHT 1 Bench Size Modification: 84W x 42D x 34H 1 TOP PNL 1.13 x 84.0 x 42.0 STD HPL BLK 1 MOD - DEAN POWER MODULE IN CENTER OF SURACE.. . MOD : FORMICA AGED ASH (8844) SURFACE 1 Dean: 4 Port - Power: 4 Standard Outlets Cord Color: White Cord Cord: 120" Standard Cord, Right Angle Circuit Breaker Plug Mount: In Surface (Z) Color: Matte White, White Plastic 1 SIZE: W x D, LOCATION (x, y) = (,) 1 Caster Total Lock 4 x 1.25 Blk, 1/2-13 x 1" stm 4 PANDUIT CBL MGMT 72.0 ASSY 1 Grater cup 2" sq with 4 clips, 1/2-13 4 FORMASPACE **Tag For** 18. AS/ Circ Storage 162 / 163 TA-20	1	2,831.98	2,831.98
175 **MOBILE STORAGE** - FSCUST-C1094634-4 Custom Assembly 36W Mobile Ped , DETAILS: CRS Top, Mobile pedestal	2	2,065.91	4,131.82

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
175	doors, LOCKING MOBILE PED TOP 1.00 x 23.00 x 37.00 CRS RAW 1 MOBILE BASE, 29H X 36W, 2 DOORS 1 FORMASPACE			
176	**21096#** - BUFFALO TRUCK,1 SIDE,3 SLOPE M SMITHSYSTE **Tag For** 18. AS/ Circ Storage 162 / 163 BC-01 (4) Red, (4) Clementine, (4) PERSIAN Blue, (4) APPLE	16	267.95	4,287.20
177	**21051#** - BUFFALO TRUCK W/3 FLT SLF 36" COLOR: CLEMENTINE SMITHSYSTE **Tag For** 18. AS/ Circ Storage 162 / 163 BC-02	4	314.49	1,257.96
178	**21001#** - BUFFALO TRUCK W/6 SLOPE SHELF COLOR: CERULEAN SMITHSYSTE **Tag For** 18. AS/ Circ Storage 162 / 163 BC-03	4	366.65	1,466.60
179	**WG12187150** - LibraryQuiet Bktrk 3 Flat 44-1/2"x31"x17" Light Beige DEMCOINC **Tag For** 18. AS/ Circ Storage 162 / 163 BC-04	2	586.35	1,172.70
	Sub Total			19,765.97
	TAX EXEMPT			0.00
	Total			**19,765.97**
	19. Mail 130			
180	**Uline Shelving** - Uline Shelving 6 KT H-1750-72 BLACK WIRE SHELVING UNIT - 48 X 24 X 72" 12 CT H-1748-POST POST FOR BLACK WIRE SHELVING - 72" PART OF KIT 6 CT H-1750-SHELF ADDITIONAL BLACK WIRE SHELVES - 48 X 24" PART OF KIT ULINEINC **Tag For** 19. Mail 130 SH-01	2	260.23	520.46
181	**MAIL SORTER** - 2KT H-4468BL MAIL SORTER - STEEL, 30 COMPARTMENT, BLACK	2	426.14	852.28

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
181 4 EA H-2922BL MAIL SORTER - STEEL, 15 COMPARTMENT, BLACK PART OF KIT ULINEINC **Tag For** 19. Mail 130 AC-01			
Sub Total			1,372.74
TAX EXEMPT			0.00
Total			**1,372.74**
20. Friends Storage 167			
182 **QOH5-3618S-MGY** - 20ga Open Str Shlvng 36w x 18d TENNSCO **Tag For** 20. Friends Storage 167 STR-06	9	200.77	1,806.93
Sub Total			1,806.93
TAX EXEMPT			0.00
Total			**1,806.93**
21. Print 104			
183 **YS88** - Yes series task chair - Cover: Back; Neighborhood Sawtelle #5301 - Seat Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 21. Print 104 CH-03	1	402.27	402.27
184 **KR200** - Adjustable arm kit OFFICEMAST **Tag For** CH-03	1	54.09	54.09
Sub Total			456.36
TAX EXEMPT			0.00
Total			**456.36**
185 **OV-DST2-3072-T** - Reception Desk Shell, transaction height, 1-7/8" front and side panels, 1-1/8" thick worksurface. 30D x 72W. TFL with PVC edge. DESKMAKERS	1	2,097.73	2,097.73
186 **OP-TTFL-1** - Upcharge for premium TFLs as shown on DM Website. DESKMAKERS	1	590.91	590.91
187 **SS-PDBF-2216** - 22Dx16Wx28H Box-Box-File Surface-Supporting Pedestal Adjustable Glides, Lock, Pulls: _____. DESKMAKERS	1	492.97	492.97
188 **OP-TTFL-1** - Upcharge for premium TFLs as shown on DM Website. DESKMAKERS	1	138.86	138.86

Accepted by_____Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
189	**OV-AHCT-1236-R-H** - Reception Angled Hang-On transaction counter, 1-7/8" top and front panel, 12D x 36W x 34H. All HPL. Angle right side. HPL: Wilsonart Designer White D354-60 DESKMAKERS	1	1,524.48	1,524.48
190	**OV-ART2-SPCL** - OV-ART2-2669-L-T Overture Reception Height Adjustable Return Shell, transaction height, 1-7/8" front and side panels, 26"D X 69"W x 40H. 6"D x 1-1/8" thick Connecting Shelf, attaches to end panel of fixed or height adjustable desk shell via L-brackets (included). Modesty extends 1" past worktop to allow clearance for moving worktop. Top must be specified separately. For use with Height Adjustable Bases with a 23" T-Foot. Not free-standing furniture, cannot self-support. Standard TFL with PVC edge. Left Model. ***12" X 12" CUT OUT ON END PANEL*** ***SEE DRAWINGS*** DESKMAKERS	1	783.82	783.82
191	**OP-TTFL-1** - Upcharge for premium TFLs as shown on DM Website. DESKMAKERS	1	220.80	220.80
192	**OP-CUT1-12** - 12"D X 12"W Cut Out for Wire Access. For back panel of casegoods storage only. DESKMAKERS	1	158.53	158.53
193	**OV-WS01-2366-T1-A1** - Overture rectangular worksurface 23W x 66L. Standard TFL with PVC edge. **NO STIFFENER BAR**. Grommet:_____ Location:_____ DESKMAKERS	1	164.59	164.59
194	**OP-TTFL-1** - Upcharge for premium TFLs DESKMAKERS	1	46.36	46.36
195	**ML-2STG-2472-WT** - Hover Boost Height Adjustable Base, 2-Segment Column Quick Install, 24" Footbase, 41" to 68" Frame Length. WHITE. DESKMAKERS	1	422.77	422.77
196	**OP-COLOR-ML** - upcharge for DeskMakers non-standard metal leg powdercoat finishes. NOTE: SUBJECT TO MINIMUM UPCHARGE OF $2,500 LIST PER ORDER. DESKMAKERS	1	119.09	119.09
	22. Police 177			
197	**YS88** - Yes series task chair - Cover: Back; Neighborhood Sawtelle #5301 - Seat Grade 3 XOX Forever 3703 OFFICEMAST	2	402.27	804.54

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
197	**Tag For** 22. Police 177 CH-03			
198	**KR200** - Adjustable arm kit OFFICEMAST **Tag For** CH-03	2	54.09	108.18
199	**ST400F** - ST series guest chair - Cover: Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 22. Police 177 CH-07	2	141.36	282.72
200	**OV-DST2-3072-T** - Reception Desk Shell, transaction height, 1-7/8" front and side panels, 1-1/8" thick worksurface. 30D x 72W. TFL with PVC edge. Finish PTFL Fawn C DESKMAKERS	2	2,097.73	4,195.46
201	**OP-TTFL-1** - Upcharge for premium TFLs as shown on DM Website. DESKMAKERS	1	419.55	419.55
202	**SS-PDBF-2216** - 22Dx16Wx28H Box-Box-File Surface-Supporting Pedestal Adjustable Glides, Lock, Pulls: _____. Finish PTFL Fawn C DESKMAKERS	2	492.97	985.94
203	**OP-TTFL-1** - Upcharge for premium TFLs as shown on DM Website. DESKMAKERS	1	277.73	277.73
204	**OV-AHCT-1236-L-H** - Reception Angled Hang-On transaction counter, 1-7/8" top and front panel, 12D x 36W x 34H. All HPL. Angle left side. HPL: Wilsonart Designer White D354-60 DESKMAKERS	1	1,524.48	1,524.48
205	**OV-AHCT-1236-R-H** - Reception Angled Hang-On transaction counter, 1-7/8" top and front panel, 12D x 36W x 34H. All HPL. Angle right side. HPL: Wilsonart Designer White D354-60 DESKMAKERS	1	1,524.48	1,524.48
206	**OV-ART2-SPCL** - OV-ART2-2669-L-T Overture Reception Height Adjustable Return Shell, transaction height, 1-7/8" front and side panels, 26"D X 69"W x 40H. 6"D x 1-1/8" thick Connecting Shelf, attaches to end panel of fixed or height adjustable desk shell via L-brackets (included). Modesty extends 1" past worktop to allow clearance for moving worktop. Top must be specified separately. For use with Height Adjustable Bases with a 23" T-Foot. Not free-standing furniture, cannot self-support. Standard TFL with PVC edge. Left Model.	1	783.82	783.82

Accepted by_____Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
206	***12" X 12" CUT OUT ON END PANEL*** ***SEE DRAWINGS*** DESKMAKERS			
207	**OP-TTFL-1** - Upcharge for premium TFLs DESKMAKERS	1	220.80	220.80
208	**OP-CUT1-12** - 12"D X 12"W Cut Out for Wire Access. For back panel of casegoods storage only. DESKMAKERS	1	158.53	158.53
209	**OV-ART2-SPCL** - OV-ART2-2669-R-T Overture Reception Height Adjustable Return Shell, transaction height, 1-7/8" front and side panels, 26"D X 69"W x 40H. 6"D x 1-1/8" thick Connecting Shelf, attaches to end panel of fixed or height adjustable desk shell via L-brackets (included). Modesty extends 1" past worktop to allow clearance for moving worktop. Top must be specified separately. For use with Height Adjustable Bases with a 23" T-Foot. Not free-standing furniture, cannot self-support. Standard TFL with PVC edge. Right Model. ***12" X 12" CUT OUT ON END PANEL*** ***SEE DRAWINGS*** DESKMAKERS	1	783.82	783.82
210	**OP-TTFL-1** - Upcharge for premium TFLs DESKMAKERS	1	220.80	220.80
211	**OP-CUT1-12** - 12"D X 12"W Cut Out for Wire Access. For back panel of casegoods storage only. DESKMAKERS	1	158.53	158.53
212	**OV-WS01-2366-T1-A1** - Overture rectangular worksurface 23W x 66L. Standard TFL with PVC edge. **NO STIFFENER BAR**. Grommet:_____ Location:_____ DESKMAKERS	2	164.59	329.18
213	**OP-TTFL-1** - Upcharge for premium TFLs as shown on DM Website. DESKMAKERS	1	92.73	92.73
214	**ML-2STG-2472-WT** - Hover Boost Height Adjustable Base, 2-Segment Column Quick Install, 24" Footbase, 41" to 68" Frame Length. WHITE. DESKMAKERS	2	422.77	845.54
215	**OP-COLOR-ML** - upcharge for DeskMakers non-standard metal leg powdercoat finishes. DESKMAKERS	1	2,840.91	2,840.91

Accepted by_____Title_____ Date_____

tangram™

9200 SORENSEN AVENUE
SANTA FE SPRINGS, CA 90670
TEL: 562.365.5000
FAX: 562.777.9742
WWW.TANGRAMINTERIORS.COM

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

	Description	Quantity	Unit Price	Extended Price
Sub Total				16,557.74
TAX EXEMPT				0.00
Total				**16,557.74**
216	**DC-01** - T2 Custom Magazine Shelving Unit - To Match 720 Spec Abet Nero 421 Black N49 DC-01 TANGRAM	5	4,668.15	23,340.75
217	**Tarriff/Surcharge (FEE)**	1	42,623.64	42,623.64
250	**HOUR(S)** - Technical Design Time TANGRAM	9	125.00	1,125.00
Quotation Totals				
Sub Total				347,727.31
TAX EXEMPT				0.00
Grand Total				**347,727.31**

End of Quotation

Accepted by_____Title_____ Date_____

tangram™

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Quotation 18746

Quote Date 04/20/26
mm/dd/yy
Project 16741
Customer 99
Terms CASH BEFORE ORDER
Account Representative Lauren Ghizzoni (LJ)

Quote To

City of Celina
100 North Colorado Street
Celina TX 75009

Ship To

City of Celina
100 North Colorado Street
Celina TX 75009

Sales Location TANGRAM DALLAS

Thank you for the opportunity to provide this quote.

This quote is valid for 30 days only.

Please sign and return with PO# to expedite order placement.

All product is made to order. No changes or cancellations after order placement. No returns.
As you review your quotation, please be advised that the commercial interiors industry is experiencing disruptive supply chain issues challenges re:labor availability, and commodity shortages (ex. lumber, steel, resins, microchips, and adhesives).

This could extend the lead times or delivery or your order.

We are proactively bringing this to your attention to keep you informed and to help you make business decisions to adjust your orders or projects as needed.

Client is responsible for proper care and cleaning of products. Please consult your Tangram representative for further information on appropriate cleaning procedures. Products whose materiality or appearance is affected by improper use of cleaning agents will not be covered by manufacturer warranty.

For questions concerning this quote, please contact:
Contact: Lauren Ghizzoni
Sales
lghizzoni@tangraminteriors.com
+1 (978) 804-6391

	Description	Quantity	Unit Price	Extended Price
01. Billing Lobby 218				
1	**DNR-20ET** - Denro Solid Wood End Table, 20"H **Species:** **SAFR:** Sassafras **X9:** None OFSSALESCO	1	625.52	625.52

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
1 **Tag For** 01. Billing Lobby 218 TA-03			
2 **KC6G12** - THATCHER, GUEST, ONE SEAT, BEECH DTI BACK UPHOLSTERY GRADE DESIGNTEX GRADE I 3937_103 BACK UPHOLSTERY PATTERN COLOR DAPPLE SHOJI DTI SEAT UPHOLSTERY GRADE DESIGNTEX GRADE I 3937_103 SEAT UPHOLSTERY PATTERN COLOR DAPPLE SHOJI STD FRAME FINISH PRICE GROUP STANDARD GROUP 1 CI FINISH COLOR CHAI MATCH THREAD COLOR CLOSEST MATCH KIMBALLOFF **Tag For** 01. Billing Lobby 218 CH-02	1	2,237.53	2,237.53
Sub Total			2,863.05
TAX EXEMPT			0.00
Total			**2,863.05**
02. Lg Conf 234			
3 **207067** - Coact Lite, 11.25x25.25x13.25, End Table (not freestanding / must be ganged at least on one end) **Base Finish:** **BWT:** Bone White **Left Facing Shared Leg Ganging:** **LCHG:** Ganging **X9:** No Ganging **Table/Top Finish:** **~HPL:** HPL Laminate **TRP-F:** Timber - [Flat Grain] OFSSALESCO **Tag For** 02. Lg Conf 234 - Benches Only BN-01	2	601.60	1,203.20
4 **207040** - Coact Lite, 67.5x26x18, Triple Bench **Base Finish:** **BWT:** Bone White **Left Facing Shared Leg Ganging:** **X9:** No Ganging **RCHG:** Armless Lounge, Bench, or Table **Fabric, Manufacturer:** **~OFS:** OFS **~MONTAGE:** Montage - Grade 3 **3134379:** Dune	2	1,297.63	2,595.26

Accepted by_____Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
4	OFSSALESCO **Tag For** 02. Lg Conf 234 - Benches Only BN-01			
5	**CR72180** - Rectangle Top 72"D x 180"W, 3-pieces **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **D:** Two Pwr/Data Cut-outs, Between Outer Bases ENWORK **Tag For** 02. Lg Conf 234 TA-07	1	1,570.91	1,570.91
6	**FDU72180** - Foundation Panel Base Kit with Trough for 72"x 180" Rectangle/Rounded Tops **Material and Trim:** **LN:** Laminate (no Aluminum Trim) **K:** Formica Aged Ash (8844-WR) **Base Width:** **W:** 6" Base Width **Trough Height:** **E:** 8" Trough Height ENWORK **Tag For** 02. Lg Conf 234 TA-07	1	2,016.73	2,016.73
7	**PDE422** - Ellora Double, 4 pwr/2 data openings/2 USB A+C, cutout 9.81" x 8.0" **Connectivity:** **1:** Daisy-Chain, Circuit 1 **Color Selection:** **AW:** Clear Aluminum w/ White Interior ENWORK **Tag For** 02. Lg Conf 234 TA-07	2	756.36	1,512.72
8	**PDEJUMPXX** - Jumper for connecting 2 Ellora Units, pkg of 1 (Length determined by Enwork) ENWORK **Tag For** 02. Lg Conf 234 TA-07	1	68.36	68.36
9	**A1BPS120** - Base Power Infeed for Straight Plug Circuit 1 (only), 20 Amp plug, 120"	1	174.91	174.91

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
9	Infeed Use (for Inset Floor Core) ENWORK **Tag For** 02. Lg Conf 234 TA-07			
10	**PDBHD** - HDMI Corded Coupler, 18" Patch Cord **Color Selection:** **R:** Black ENWORK **Tag For** 02. Lg Conf 234 TA-07	2	53.82	107.64
11	**UCFEDL24120** - Foundation EX Universal Laminate Credenza, 6 Door, 24"D x 120"W **Credenza Case:** **A:** Includes oversized opening (+5" Overall Height) on right for **~:** grommet in bottom, and 2 vents in rear. **Pull:** **B:** Bar **Paint - Frame and Pull:** **S:** Silver **Case Laminate:** **K:** Formica Aged Ash (8844-WR) **Door Laminate:** **K:** Formica Aged Ash (8844-WR) ENWORK **Tag For** 02. Lg Conf 234 STR-01	1	3,925.45	3,925.45
12	**CPR1** - Refrigerator for 24"D Credenza ENWORK **Tag For** 02. Lg Conf 234 STR-01	1	643.64	643.64
	Sub Total			13,818.82
	TAX EXEMPT			0.00
	Total			**13,818.82**
	03. Med Conf 246			
13	**207067** - Coact Lite, 11.25x25.25x13.25, End Table (not freestanding / must be ganged at least on one end) **Base Finish:** **BWT:** Bone White **Left Facing Shared Leg Ganging:**	2	601.60	1,203.20

Accepted by_____Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
13 **LCHG:** Ganging **X9:** No Ganging **Table/Top Finish:** **~HPL:** HPL Laminate **TRP-F:** Timber - [Flat Grain] OFSSALESCO **Tag For** 03. Med Conf 246 - Benches Only BN-01			
14 **207040** - Coact Lite, 67.5x26x18, Triple Bench **Base Finish:** **BWT:** Bone White **Left Facing Shared Leg Ganging:** **X9:** No Ganging **RCHG:** Armless Lounge, Bench, or Table **Fabric, Manufacturer:** **~OFS:** OFS **~MONTAGE:** Montage - Grade 3 **3134379:** Dune OFSSALESCO **Tag For** 03. Med Conf 246 - Benches Only BN-01	2	1,297.63	2,595.26
15 **CR54144** - Rectangle Top 54"D x 144"W, 2-pieces **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **K:** One Pwr/Data Cut-out, Centered ENWORK **Tag For** 03. Med Conf 246 TA-13	1	1,010.91	1,010.91
16 **FDU48144** - Foundation Panel Base Kit with Trough for 48/54"x 144" Rectangle/Rounded Tops **Material and Trim:** **LN:** Laminate (no Aluminum Trim) **K:** Formica Aged Ash (8844-WR) **Base Width:** **W:** 6" Base Width **Trough Height:**	1	1,543.64	1,543.64

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
16 **E:** 8" Trough Height ENWORK **Tag For** 03. Med Conf 246 TA-13			
17 **PDE422** - Ellora Double, 4 pwr/2 data openings/2 USB A+C, cutout 9.81" x 8.0" **Connectivity:** **C:** 10' Power Cords x2 **Color Selection:** **AW:** Clear Aluminum w/ White Interior ENWORK **Tag For** 03. Med Conf 246 TA-13	1	714.18	714.18
18 **PDBHD** - HDMI Corded Coupler, 18" Patch Cord **Color Selection:** **R:** Black ENWORK **Tag For** 03. Med Conf 246 TA-13	1	53.82	53.82
Sub Total			7,121.01
TAX EXEMPT			0.00
Total			**7,121.01**
04. Open Collab 262			
19 **3272.TBT4.TR3636TH16** - Parallon Base, X-Base, For 36" Round Tabletop, 16" Height **Base Finish Selection:** **BF01:** Silver **Foot Style Option:** **LS18:** Fixed / Glides SITONIT **Tag For** 04. Open Collab 262 TA-05	1	162.80	162.80
20 **3271.TBT4.TR3636** - Parallon Tabletop, X-Base, 36" Round **Laminate Grade Selection:** **GR1:** Grade 1 Laminate **TL24:** Folkstone Grey **TE5:** Flat Edge SITONIT	1	186.11	186.11

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
20 **Tag For** 04. Open Collab 262 TA-05			
21 **7054** - Hoom Lounge Chair, 4-Leg Wood Base Features: Base Finish: AS0305 White Oak on Ash Upholstery: G6 / DesignTex / Dapple / Shoji / Full Unit ENCORESEAT **Tag For** 04. Open Collab 262 CH-05	2	1,095.45	2,190.90
Sub Total			2,539.81
TAX EXEMPT			0.00
Total			**2,539.81**
05. Permit Counter 231 and Reception 232			
22 **DNR-20ET** - Denro Solid Wood End Table, 20"H **Species:** **SAFR:** Sassafras **X9:** None OFSSALESCO **Tag For** 05. Reception 232 TA-03	1	625.52	625.52
23 **3272.TBT4.TR3636TH16** - Parallon Base, X-Base, For 36" Round Tabletop, 16" Height **Base Finish Selection:** **BF01:** Silver **Foot Style Option:** **LS18:** Fixed / Glides SITONIT **Tag For** 05. Reception 232 TA-05	1	162.80	162.80
24 **3271.TBT4.TR3636** - Parallon Tabletop, X-Base, 36" Round **Laminate Grade Selection:** **GR1:** Grade 1 Laminate **TL24:** Folkstone Grey **TE5:** Flat Edge SITONIT **Tag For** 05. Reception 232 TA-05	1	186.11	186.11
25 **KC6G12** - THATCHER, GUEST, ONE SEAT, BEECH DTI BACK UPHOLSTERY GRADE DESIGNTEX GRADE I	3	2,237.53	6,712.59

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
25 3937_103 BACK UPHOLSTERY PATTERN COLOR DAPPLE SHOJI DTI SEAT UPHOLSTERY GRADE DESIGNTEX GRADE I 3937_103 SEAT UPHOLSTERY PATTERN COLOR DAPPLE SHOJI STD FRAME FINISH PRICE GROUP STANDARD GROUP 1 CI FINISH COLOR CHAI MATCH THREAD COLOR CLOSEST MATCH KIMBALLOFF **Tag For** 05. Reception 232 CH-02			
26 **YS88** - Yes series task chair Cover: Back; Neighborhood, Sawtelle #5301 Seat - Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 05. Reception 232 CH-03	1	402.27	402.27
27 **KR200** - Adjustable arm kit OFFICEMAST **Tag For** CH-03	1	54.09	54.09
28 **YS75** - Yes series stool - Cover: Back;Neighborhoos Sawtelle #5301 - Seat Grade 3 XOX Forever OFFICEMAST **Tag For** 05. Reception 232 ST-01	4	373.18	1,492.72
Sub Total			9,636.10
TAX EXEMPT			0.00
Total			**9,636.10**
07. PO-1			
29 **X-FCMT** - AMQ Activ Soft Cable Management with Zip Close Light Grey AMQSOLUTIO **Tag For** 07. PO-1 CMT	13	66.05	858.65
30 **APS2B** - Activ2.0Base, 2 Stage **Depth:** 29.00000 **Base Finish:** Paint F2 - White **Leg:** T-Leg **Caster or Glide:** Glides AMQSOLUTIO **Tag For** 07. PO-1 AP-29-T	13	442.75	5,755.75
31 **CRWDL** - Cabinet- Hinged Left	9	558.68	5,028.12

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
31 **Size Option:** Modular **Depth:** 18.87500 **Width:** 12.00000 **Height:** 66.50000 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Keys:** Key Plug **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Interior Configuration:** Coat Hooks **Shelf Option:** Fixed Shelf - Top STEELCASE **Tag For** 07. PO-1 WR/66.5/18.875/L			
32 **CRWDR** - Cabinet- Hinged Right **Size Option:** Modular **Depth:** 18.87500 **Width:** 12.00000 **Height:** 66.50000 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Keys:** Key Plug **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Interior Configuration:** Coat Hooks **Shelf Option:** Fixed Shelf - Top STEELCASE **Tag For** 07. PO-1 WR/66.5/18.875/R	4	558.68	2,234.72
33 **CRPDSHL2HBBF** - Pedestal- For Use With Shells,2-High,Box/Box/File **Application:** Currency Desk Shell **Size Option:** Modular **Application Depth:** 18.87500 **Depth:** 17.96949	13	371.68	4,831.84

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
33	**Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Keys:** Key Plug **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Counterweight:** With Counterweight STEELCASE **Tag For** 07. PO-1 BBF/2/18.875			
34	**HAMP** - Migration Modesty Panel- Desk Application **Size:** Modular **Width - Worksurface:** 52.00000 **Modesty Panel Finish:** Textured Woodgrain HPL 2TH2 - FAWN CYPRESS (HPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Sustainability:** Without Carbon Neutral **Grain Direction:** Horizontal **Scallop:** No Scallop **Worksurface-Shape Type:** Rectangle **Worksurface-Corner Shape:** Square Corner **Worksurface-Edge Profile:** No Knife Edge **Office Set:** NONE STEELCASE **Tag For** 07. PO-1 MP/52	13	119.42	1,552.46
35	**CRTBWM** - Tackboard, Wallmount **Size Option:** Parametric **Height:** 37.50000 **Width:** 48.00000 **Tackboard Finish:** Code 5FA4 - BLUFF **Fabric Direction:** Horizontal STEELCASE **Tag For** 07. PO-1 TB/48/37.5000	13	238.00	3,094.00
36	**CRDSHL** - Desk- Shell **Size Option:** Modular **Depth:** 18.87500	4	286.30	1,145.20

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
36 **Width:** 48.00000 **Thickness - Worksurface:** 1.12500 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Support - Right:** Full Depth End Panel **Support - Left:** Clear-Access End Panel **Modesty Panel:** Quarter Height **Grommet Location:** No Grommet STEELCASE **Tag For** 07. PO-1 18.875/48/CA/FD			
37 **CRDSHL** - Desk- Shell **Size Option:** Modular **Depth:** 18.87500 **Width:** 48.00000 **Thickness - Worksurface:** 1.12500 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Support - Right:** Clear-Access End Panel **Support - Left:** Full Depth End Panel **Modesty Panel:** Quarter Height **Grommet Location:** No Grommet STEELCASE **Tag For** 07. PO-1 18.875/48/FD/CA	9	286.30	2,576.70
38 **LOCKFR** - FIELD INSTALLED LOCK PLUGS & KEYS, FR **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Key:** KEY SPECIFIC 2-305 2-306 2-307 2-308 2-309 2-310 2-311 2-312	26	N/C	N/C

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
38	2-313 2-314 2-315 2-316 2-317 STEELCASE			
39	**CRBK** - Bookcase **Size Option:** Modular **Depth:** 15.00000 **Width:** 30.00000 **Height:** 66.50000 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) STEELCASE **Tag For** 07. PO-1 BC/4/30	13	495.32	6,439.16
40	**CRCT** - Common Top, Worksurface **Depth:** 29.00000 **Width:** 71.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 07. PO-1 CT/29/71	13	116.30	1,511.90
41	**YS88** - Yes series task chair Cover: Back; Neighborhood, Sawtelle #5301 Seat - Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 07. PO-1 CH-03	13	402.27	5,229.51
42	**KR200** - Adjustable arm kit OFFICEMAST **Tag For** CH-03	13	54.09	703.17
43	**ST400F** - ST series guest chair - Cover: Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 07. PO-1 CH-07	5	141.36	706.80

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
Sub Total			41,667.98
TAX EXEMPT			0.00
Total			**41,667.98**
08. WKST-01			
44 **3FSNLINEAR** - AMQ 3F Screens Linear **Width:** 68.00000 **Height:** 23.00000 **Screen Finish:** Verve FC3 - Ash AMQSOLUTIO **Tag For** 08. WKST-01 PS/23/68	2	192.61	385.22
45 **3FSNSLEEVEBKT** - AMQ 3F Screens Sleeve Bracket **Bracket Finish:** Paint F2 - White AMQSOLUTIO **Tag For** 08. WKST-01	2	33.66	67.32
46 **X-FCMT** - AMQ Activ Soft Cable Management with Zip Close Light Grey AMQSOLUTIO **Tag For** 08. WKST-01 CMT	2	66.05	132.10
47 **APS2B** - Activ2.0Base, 2 Stage **Depth:** 29.00000 **Base Finish:** Paint F2 - White **Leg:** T-Leg **Caster or Glide:** Glides AMQSOLUTIO **Tag For** 08. WKST-01 AP-29-T	2	442.75	885.50
48 **CRWDL** - Cabinet- Hinged Left **Size Option:** Modular **Depth:** 18.87500 **Width:** 12.00000 **Height:** 54.12500 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Keys:** Key Plug **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME	1	544.39	544.39

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
48	**Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Interior Configuration:** Coat Hooks **Shelf Option:** No Shelf STEELCASE **Tag For** 08. WKST-01 WR/54.125/18.875/L			
49	**CRWDR** - Cabinet- Hinged Right **Size Option:** Modular **Depth:** 18.87500 **Width:** 12.00000 **Height:** 54.12500 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Keys:** Key Plug **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Interior Configuration:** Coat Hooks **Shelf Option:** No Shelf STEELCASE **Tag For** 08. WKST-01 WR/54.125/18.875/R	1	544.39	544.39
50	**CRPD2HBBF** - Pedestal-2-High,Box/Box/File **Size Option:** Modular **Depth:** 18.87500 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Keys:** Key Plug **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Counterweight:** With Counterweight STEELCASE **Tag For** 08. WKST-01 BBF/2/18.875	2	371.68	743.36
51	**LOCKFR** - FIELD INSTALLED LOCK PLUGS & KEYS, FR	4	N/C	N/C

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
51	**Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Key:** KEY SPECIFIC 2-318 2-319 STEELCASE			
52	**TS772THF** - Frame, Horizontal package, Thin, 72W **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE **Tag For** 08. WKST-01 72/54	3	81.55	244.65
53	**TS754TEPJ** - Junction-End of run, Thin, 54H **TRIM:** *OPT:TRIM PACKAGE **OMIT:** OMIT TRIM STEELCASE **Tag For** 08. WKST-01 E54-O	2	20.65	41.30
54	**TS754TEPJ** - Junction-End of run, Thin, 54H **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **SMTH PNT:** *UPRIGHT:SMOOTH PAINT **4242:** MILK SMOOTH STEELCASE **Tag For** 08. WKST-01 E54	1	43.91	43.91
55	**TS754TTPJ** - Junction-T, Thin, 54H **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **SMTH PNT:** *UPRIGHT:SMOOTH PAINT	1	68.74	68.74

Accepted by_____Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
55 **4242:** MILK SMOOTH STEELCASE **Tag For** 08. WKST-01 T54			
56 **TS7PK72X** - Kit-Power, 3+1, 72W STEELCASE **Tag For** 08. WKST-01 PK/72	2	133.30	266.60
57 **TS74872TK** - Panel skin-Tackable acoustical, 48H x 72W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** HORIZONTAL APPLICATION ONLY STEELCASE **Tag For** 08. WKST-01	6	146.10	876.60
58 **TS76BPX** - Power infeed, 3+1, 6L in ft **PLASTIC:** 6009 ARCTIC WHITE STEELCASE **Tag For** 08. WKST-01 BPI/6	1	110.03	110.03
59 **TS71SSX** - Receptacle-System ground, Line 1, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **WCNTRLSTMP:** With Controlled Stamp STEELCASE **Tag For** 08. WKST-01	1	19.34	19.34
60 **TS72SSX** - Receptacle-System ground, Line 2, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **WCNTRLSTMP:** With Controlled Stamp STEELCASE **Tag For** 08. WKST-01	1	19.34	19.34
61 **TS73SSX** - Receptacle-System ground, Line 3, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **NOSTAMP:** STD:No Stamp STEELCASE **Tag For** 08. WKST-01	1	18.03	18.03

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
62 **TS74SSX** - Receptacle-System ground, Line 4, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **NOSTAMP:** STD:No Stamp STEELCASE **Tag For** 08. WKST-01	1	18.03	18.03
63 **TS7SCLSSD** - Screen-Single Connect, Return, L, Single sided, Answer application **Application:** Single Left **Size:** Modular **Height:** 54.00000 **Height - Connected Panel:** 54.00000 **Width:** 75.00000 **Width - Return:** 30.00000 **Surface Finish:** Textured Woodgrain HPL 2TH2 - Fawn Cypress **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Grain Direction:** Horizontal **Cover Finish:** Smooth Paint 4242 - Milk **Office Set:** NONE STEELCASE **Tag For** 08. WKST-01 BS30/75/53.702-S	1	1,010.95	1,010.95
64 **TS7SCLSSD** - Screen-Single Connect, Return, L, Single sided, Answer application **Application:** Single Right **Size:** Modular **Height:** 54.00000 **Height - Connected Panel:** 54.00000 **Width:** 75.00000 **Width - Return:** 30.00000 **Surface Finish:** Textured Woodgrain HPL 2TH2 - Fawn Cypress **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Grain Direction:** Horizontal **Cover Finish:** Smooth Paint 4242 - Milk **Office Set:** NONE STEELCASE	1	1,010.95	1,010.95

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
64 **Tag For** 08. WKST-01 BS30/75/53.702-S			
65 **CRCT** - Common Top, Worksurface **Depth:** 18.87500 **Width:** 28.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 08. WKST-01 CT/18.875/28	2	56.02	112.04
66 **CRCT** - Common Top, Worksurface **Depth:** 29.00000 **Width:** 70.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 08. WKST-01 CT/29/70	2	116.30	232.60
67 **YS88** - Yes series task chair Cover: Back; Neighborhood, Sawtelle #5301 Seat - Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 08. WKST-01	2	402.27	804.54
68 **KR200** - Adjustable arm kit OFFICEMAST **Tag For** CH-03	2	54.09	108.18
Sub Total			8,308.11
TAX EXEMPT			0.00
Total			**8,308.11**
09. WSKT-02			
69 **3FSNLINEAR** - AMQ 3F Screens Linear **Width:** 68.00000 **Height:** 23.00000	16	192.61	3,081.76

Accepted by_____Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
69	**Screen Finish:** Verve FC3 - Ash AMQSOLUTIO **Tag For** 09. WSKT-02 PS/23/68			
70	**3FSNSLEEVEBKT** - AMQ 3F Screens Sleeve Bracket **Bracket Finish:** Paint F2 - White AMQSOLUTIO **Tag For** 09. WSKT-02	16	33.66	538.56
71	**X-FCMT** - AMQ Activ Soft Cable Management with Zip Close Light Grey AMQSOLUTIO **Tag For** 09. WSKT-02 CMT	16	66.05	1,056.80
72	**APS2B** - Activ2.0Base, 2 Stage **Depth:** 29.00000 **Base Finish:** Paint F2 - White **Leg:** T-Leg **Caster or Glide:** Glides AMQSOLUTIO **Tag For** 09. WSKT-02 AP-29-T	16	442.75	7,084.00
73	**CRWDL** - Cabinet- Hinged Left **Size Option:** Modular **Depth:** 18.87500 **Width:** 12.00000 **Height:** 54.12500 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Keys:** Key Plug **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Interior Configuration:** Coat Hooks **Shelf Option:** No Shelf STEELCASE **Tag For** 09. WSKT-02 WR/54.125/18.875/L	12	544.39	6,532.68
74	**CRWDR** - Cabinet- Hinged Right	4	544.39	2,177.56

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
74 **Size Option:** Modular **Depth:** 18.87500 **Width:** 12.00000 **Height:** 54.12500 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Keys:** Key Plug **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Interior Configuration:** Coat Hooks **Shelf Option:** No Shelf STEELCASE **Tag For** 09. WSKT-02 WR/54.125/18.875/R			
75 **CRPD2HBBF** - Pedestal-2-High,Box/Box/File **Size Option:** Modular **Depth:** 18.87500 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Keys:** Key Plug **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Counterweight:** With Counterweight STEELCASE **Tag For** 09. WSKT-02 BBF/2/18.875	16	371.68	5,946.88
76 **LOCKFR** - FIELD INSTALLED LOCK PLUGS & KEYS, FR **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Key:** KEY SPECIFIC 2-320 2-321 2-322 2-323 2-324 2-325 2-326 2-327	32	N/C	N/C

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
76 2-328 2-329 2-330 2-331 2-332 2-333 2-384 2-385 STEELCASE			
77 **TS736THF** - Frame, Horizontal package, Thin, 36W **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **1OMIT1KO:** OMIT 1 SIDE / KNOCKOUT 1 SIDE **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE **Tag For** 09. WSKT-02 36/54	10	37.90	379.00
78 **TS742THF** - Frame, Horizontal package, Thin, 42W **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE **Tag For** 09. WSKT-02 42/54	13	44.43	577.59
79 **TS748THF** - Frame, Horizontal package, Thin, 48W **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap	2	46.52	93.04

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
79 **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE **Tag For** 09. WSKT-02 48/30			
80 **TS748THF** - Frame, Horizontal package, Thin, 48W **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE **Tag For** 09. WSKT-02 48/54	13	46.52	604.76
81 **TS760THF** - Frame, Horizontal package, Thin, 60W **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE **Tag For** 09. WSKT-02 60/30	2	59.33	118.66
82 **TS772THF** - Frame, Horizontal package, Thin, 72W **BASIC:** 4242 MILK SMOOTH	7	81.55	570.85

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
82 **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE **Tag For** 09. WSKT-02 72/30			
83 **TS730TEPJ** - Junction-End of run, Thin, 30H **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **SMTH PNT:** *UPRIGHT:SMOOTH PAINT **4242:** MILK SMOOTH STEELCASE **Tag For** 09. WSKT-02 E30	4	43.91	175.64
84 **TS754TEPJ** - Junction-End of run, Thin, 54H **TRIM:** *OPT:TRIM PACKAGE **OMIT:** OMIT TRIM STEELCASE **Tag For** 09. WSKT-02 E54-O	1	20.65	20.65
85 **TS754TEPJ** - Junction-End of run, Thin, 54H **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **SMTH PNT:** *UPRIGHT:SMOOTH PAINT **4242:** MILK SMOOTH STEELCASE **Tag For** 09. WSKT-02 E54	14	43.91	614.74
86 **TS754TIPJ** - Junction-In line, Thin, 54H STEELCASE	18	31.10	559.80

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
86	**Tag For** 09. WSKT-02 I54			
87	**TS7353TCTJ** - Junction-T, Change of height, Thin, 30 to 54 to 30 **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **SMTH PNT:** *UPRIGHT:SMOOTH PAINT **4242:** MILK SMOOTH STEELCASE **Tag For** 09. WSKT-02 T30-54-30	9	122.06	1,098.54
88	**TS754TTPJ** - Junction-T, Thin, 54H **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **SMTH PNT:** *UPRIGHT:SMOOTH PAINT **4242:** MILK SMOOTH STEELCASE **Tag For** 09. WSKT-02 T54	4	68.74	274.96
89	**TS7PK36X** - Kit-Power, 3+1, 36W STEELCASE **Tag For** 09. WSKT-02 PK/36	6	88.34	530.04
90	**TS7PK48X** - Kit-Power, 3+1, 48W STEELCASE **Tag For** 09. WSKT-02 PK/48	3	88.34	265.02
91	**TS7PK60X** - Kit-Power, 3+1, 60W STEELCASE **Tag For** 09. WSKT-02 PK/60	2	133.30	266.60
92	**TS7PK72X** - Kit-Power, 3+1, 72W STEELCASE **Tag For** 09. WSKT-02 PK/72	7	133.30	933.10
93	**TS7PT36X** - Kit-Power, 3+1, Pass through, 36W STEELCASE **Tag For** 09. WSKT-02 PT/36	3	70.83	212.49

Accepted by_____Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
94	**TS74836LSF** - Panel skin, Laminate, Floor, 48H x 36W **SURFACE:** 2TH2 FAWN CYPRESS (HPL) **TRIM:** 4242 MILK SMOOTH **GRAINDIR:** *OPT:GRAIN DIRECTION **HORZ:** HORIZONTAL STEELCASE **Tag For** 09. WSKT-02	10	236.80	2,368.00
95	**TS72448TK** - Panel skin-Tackable acoustical, 24H x 48W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** STD:HORIZONTAL APPLICATION STEELCASE **Tag For** 09. WSKT-02	4	70.57	282.28
96	**TS72460TK** - Panel skin-Tackable acoustical, 24H x 60W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** STD:HORIZONTAL APPLICATION STEELCASE **Tag For** 09. WSKT-02	4	79.98	319.92
97	**TS72472TK** - Panel skin-Tackable acoustical, 24H x 72W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** HORIZONTAL APPLICATION ONLY STEELCASE **Tag For** 09. WSKT-02	14	87.82	1,229.48
98	**TS74836TK** - Panel skin-Tackable acoustical, 48H x 36W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** STD:HORIZONTAL APPLICATION STEELCASE **Tag For** 09. WSKT-02	10	94.61	946.10
99	**TS74842TK** - Panel skin-Tackable acoustical, 48H x 42W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** STD:HORIZONTAL APPLICATION STEELCASE	26	102.45	2,663.70

Accepted by_____ Title_____ Date_____

Description		Quantity	Unit Price	Extended Price
99	**Tag For** 09. WSKT-02			
100	**TS74848TK** - Panel skin-Tackable acoustical, 48H x 48W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** STD:HORIZONTAL APPLICATION STEELCASE **Tag For** 09. WSKT-02	26	116.83	3,037.58
101	**TS76BPX** - Power infeed, 3+1, 6L in ft **PLASTIC:** 6009 ARCTIC WHITE STEELCASE **Tag For** 09. WSKT-02 BPI/6	3	110.03	330.09
102	**TS71SSX** - Receptacle-System ground, Line 1, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **WCNTRLSTMP:** With Controlled Stamp STEELCASE **Tag For** 09. WSKT-02	9	19.34	174.06
103	**TS72SSX** - Receptacle-System ground, Line 2, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **WCNTRLSTMP:** With Controlled Stamp STEELCASE **Tag For** 09. WSKT-02	7	19.34	135.38
104	**TS73SSX** - Receptacle-System ground, Line 3, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **NOSTAMP:** STD:No Stamp STEELCASE **Tag For** 09. WSKT-02	9	18.03	162.27
105	**TS74SSX** - Receptacle-System ground, Line 4, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **NOSTAMP:** STD:No Stamp STEELCASE **Tag For** 09. WSKT-02	7	18.03	126.21

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
106 **TS7SCSSD** - Screen-Single Connect, Straight, Single sided, Answer application **Application:** Single Right **Size:** Modular **Height:** 54.00000 **Height - Connected Panel:** 54.00000 **Width:** 75.00000 **Surface Finish:** Textured Woodgrain HPL 2TH2 - Fawn Cypress **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Grain Direction:** Horizontal **Cover Finish:** Smooth Paint 4242 - Milk **Office Set:** NONE STEELCASE **Tag For** 09. WSKT-02 BS75/53.702-S	1	704.38	704.38
107 **UCANT** - Cantilever, On module application, 16W x 13D **Basic Finish:** SMOOTH PAINT 4242 - Milk STEELCASE **Tag For** 09. WSKT-02 CANT	21	50.00	1,050.00
108 **CRCT** - Common Top, Worksurface **Depth:** 18.87500 **Width:** 48.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 09. WSKT-02 CT/18.875/48	2	85.77	171.54
109 **CRCT** - Common Top, Worksurface **Depth:** 18.87500 **Width:** 60.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet	14	98.14	1,373.96

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
109 STEELCASE **Tag For** 09. WSKT-02 CT/18.875/60			
110 **CRCT** - Common Top, Worksurface **Depth:** 29.00000 **Width:** 70.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 09. WSKT-02 CT/29/70	16	116.30	1,860.80
111 **YS88** - Yes series task chair Cover: Back; Neighborhood, Sawtelle #5301 Seat - Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 09. WSKT-02 CH-03	16	402.27	6,436.32
112 **KR200** - Adjustable arm kit OFFICEMAST **Tag For** CH-03	16	54.09	865.44
Sub Total			57,951.23
TAX EXEMPT			0.00
Total			**57,951.23**
10. WSKT-03			
113 **3FSNLINEAR** - AMQ 3F Screens Linear **Width:** 68.00000 **Height:** 23.00000 **Screen Finish:** Verve FC3 - Ash AMQSOLUTIO **Tag For** 10. WSKT-03 PS/23/68	50	192.61	9,630.50
114 **3FSNSLEEVEBKT** - AMQ 3F Screens Sleeve Bracket **Bracket Finish:** Paint F2 - White AMQSOLUTIO **Tag For** 10. WSKT-03	50	33.66	1,683.00

Accepted by_____ Title_____ Date_____

Description		Quantity	Unit Price	Extended Price
115	**X-FCMT** - AMQ Activ Soft Cable Management with Zip Close Light Grey AMQSOLUTIO **Tag For** 10. WSKT-03 CMT	50	66.05	3,302.50
116	**APS2B** - Activ2.0Base, 2 Stage **Depth:** 29.00000 **Base Finish:** Paint F2 - White **Leg:** T-Leg **Caster or Glide:** Glides AMQSOLUTIO **Tag For** 10. WSKT-03 AP-29-T	50	442.75	22,137.50
117	**CRWDL** - Cabinet- Hinged Left **Size Option:** Modular **Depth:** 18.87500 **Width:** 12.00000 **Height:** 54.12500 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Keys:** Key Plug **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Interior Configuration:** Coat Hooks **Shelf Option:** No Shelf STEELCASE **Tag For** 10. WSKT-03 WR/54.125/18.875/L	25	544.39	13,609.75
118	**CRWDR** - Cabinet- Hinged Right **Size Option:** Modular **Depth:** 18.87500 **Width:** 12.00000 **Height:** 54.12500 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Keys:** Key Plug **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME	25	544.39	13,609.75

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
118 **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Interior Configuration:** Coat Hooks **Shelf Option:** No Shelf STEELCASE **Tag For** 10. WSKT-03 WR/54.125/18.875/L			
119 **CRPD2HBBF** - Pedestal-2-High,Box/Box/File **Size Option:** Modular **Depth:** 18.87500 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Keys:** Key Plug **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Counterweight:** With Counterweight STEELCASE **Tag For** 10. WSKT-03 BBF/2/18.875	50	371.68	18,584.00
120 **LOCKFR** - FIELD INSTALLED LOCK PLUGS & KEYS, FR **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Key:** KEY SPECIFIC 2-334 2-335 2-336 2-337 2-338 2-339 2-340 2-341 2-342 2-343 2-344 2-345 2-346 2-347 2-348 2-349 2-350 2-351 2-352 2-353	100	N/C	N/C

Accepted by_____ Title_____ Date_____

Description		Quantity	Unit Price	Extended Price
120	2-354 2-355 2-356 2-357 2-358 2-359 2-360 2-361 2-362 2-363 2-364 2-365 2-366 2-367 2-368 2-369 2-370 2-371 2-372 2-373 2-374 2-375 2-376 2-377 2-378 2-379 2-380 2-381 2-382 2-383 STEELCASE			
121	**TS748THF** - Frame, Horizontal package, Thin, 48W **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE **Tag For** 10. WSKT-03 48/54	50	46.52	2,326.00
122	**TS772THF** - Frame, Horizontal package, Thin, 72W	34	81.55	2,772.70

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
122 **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE **Tag For** 10. WSKT-03 72/54			
123 **TS754TEPJ** - Junction-End of run, Thin, 54H **TRIM:** *OPT:TRIM PACKAGE **OMIT:** OMIT TRIM STEELCASE **Tag For** 10. WSKT-03 E54-O	16	20.65	330.40
124 **TS754TEPJ** - Junction-End of run, Thin, 54H **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **SMTH PNT:** *UPRIGHT:SMOOTH PAINT **4242:** MILK SMOOTH STEELCASE **Tag For** 10. WSKT-03 E54	34	43.91	1,492.94
125 **TS754TIPJ** - Junction-In line, Thin, 54H STEELCASE **Tag For** 10. WSKT-03 I54	25	31.10	777.50
126 **TS754TXPJ** - Junction-X, Thin, 54H **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **SMTH PNT:** *UPRIGHT:SMOOTH PAINT **4242:** MILK SMOOTH STEELCASE	17	68.74	1,168.58

Accepted by_____ Title_____ Date_____

Description			Quantity	Unit Price	Extended Price
126	**Tag For**	10. WSKT-03 X54			
127	**TS7PK48X** - Kit-Power, 3+1, 48W STEELCASE		33	88.34	2,915.22
	Tag For	10. WSKT-03 PK/48			
128	**TS7PT48X** - Kit-Power, 3+1, Pass through, 48W STEELCASE		17	70.83	1,204.11
	Tag For	10. WSKT-03 PT/48			
129	**TS74848TK** - Panel skin-Tackable acoustical, 48H x 48W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** STD:HORIZONTAL APPLICATION STEELCASE		100	116.83	11,683.00
	Tag For	10. WSKT-03			
130	**TS74872TK** - Panel skin-Tackable acoustical, 48H x 72W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** HORIZONTAL APPLICATION ONLY STEELCASE		68	146.10	9,934.80
	Tag For	10. WSKT-03			
131	**TS76BPX** - Power infeed, 3+1, 6L in ft **PLASTIC:** 6009 ARCTIC WHITE STEELCASE		8	110.03	880.24
	Tag For	10. WSKT-03 BPI/6			
132	**TS71SSX** - Receptacle-System ground, Line 1, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **WCNTRLSTMP:** With Controlled Stamp STEELCASE		25	19.34	483.50
	Tag For	10. WSKT-03			
133	**TS72SSX** - Receptacle-System ground, Line 2, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **WCNTRLSTMP:** With Controlled Stamp STEELCASE		25	19.34	483.50

Accepted by_____ Title_____ Date_____

Description		Quantity	Unit Price	Extended Price
133	**Tag For** 10. WSKT-03			
134	**TS73SSX** - Receptacle-System ground, Line 3, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **NOSTAMP:** STD:No Stamp STEELCASE **Tag For** 10. WSKT-03	25	18.03	450.75
135	**TS74SSX** - Receptacle-System ground, Line 4, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **NOSTAMP:** STD:No Stamp STEELCASE **Tag For** 10. WSKT-03	25	18.03	450.75
136	**TS7SCSPT** - Screen-Single Connect, Straight, Split, Answer application **Size:** Modular **Height:** 54.00000 **Height - Connected Panel:** 54.00000 **Width - Left:** 73.50000 **Width - Right:** 73.50000 **Surface Finish:** Textured Woodgrain HPL 2TH2 - Fawn Cypress **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Grain Direction:** Horizontal **Cover Finish:** Smooth Paint 4242 - Milk **Office Set:** NONE STEELCASE **Tag For** 10. WSKT-03 BS73.5/73.5/53.702-S	16	1,416.85	22,669.60
137	**UCANT** - Cantilever, On module application, 16W x 13D **Basic Finish:** SMOOTH PAINT 4242 - Milk STEELCASE **Tag For** 10. WSKT-03 CANT	50	50.00	2,500.00
138	**CRCT** - Common Top, Worksurface **Depth:** 18.87500 **Width:** 52.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS	50	85.77	4,288.50

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
138 (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 10. WSKT-03 CT/18.875/52			
139 **CRCT** - Common Top, Worksurface **Depth:** 29.00000 **Width:** 70.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 10. WSKT-03 CT/29/70	50	116.30	5,815.00
140 **YS88** - Yes series task chair Cover: Back; Neighborhood, Sawtelle #5301 Seat - Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 10. WSKT-03 CH-03	50	402.27	20,113.50
141 **KR200** - Adjustable arm kit OFFICEMAST **Tag For** CH-03	50	54.09	2,704.50
Sub Total			178,002.09
TAX EXEMPT			0.00
Total			**178,002.09**
11. WSKT-04			
142 **X-FCMT** - AMQ Activ Soft Cable Management with Zip Close Light Grey AMQSOLUTIO **Tag For** 11. WSKT-04 CMT	1	66.05	66.05
143 **APS2B** - Activ2.0Base, 2 Stage **Depth:** 29.00000 **Base Finish:** Paint F2 - White	1	442.75	442.75

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
143	**Leg:** T-Leg **Caster or Glide:** Glides AMQSOLUTIO **Tag For** 11. WSKT-04 AP-29-T			
144	**CRPD2HBBF** - Pedestal-2-High,Box/Box/File **Size Option:** Modular **Depth:** 18.87500 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Keys:** Key Plug **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Counterweight:** With Counterweight STEELCASE **Tag For** 11. WSKT-04 BBF/2/18.875	1	371.68	371.68
145	**CRCT** - Common Top, Worksurface **Depth:** 18.87500 **Width:** 16.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 11. WSKT-04 CT/18.875/16	1	45.59	45.59
146	**CRCT** - Common Top, Worksurface **Depth:** 29.00000 **Width:** 70.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE	1	116.30	116.30

Accepted by_____Title_____ Date_____

Description			Quantity	Unit Price	Extended Price
146	**Tag For**	11. WSKT-04 CT/29/70			
147	**YS88** - Yes series task chair Cover: Back; Neighborhood, Sawtelle #5301 Seat - Grade 3 XOX Forever 3703 OFFICEMAST		1	402.27	402.27
	Tag For	11. WSKT-04 CH-03			
148	**KR200** - Adjustable arm kit OFFICEMAST		1	54.09	54.09
	Tag For	CH-03			
Sub Total					1,498.73
TAX EXEMPT					0.00
Total					**1,498.73**
12. WSKT-05					
149	**X-FCMT** - AMQ Activ Soft Cable Management with Zip Close Light Grey AMQSOLUTIO		3	66.05	198.15
	Tag For	12. WSKT-05 CMT			
150	**SSRSPEDESTAL** - AMQ S-Series Storage Pedestal **Width:** 12.00000 **Storage Finish:** Paint F2 - White AMQSOLUTIO		3	214.77	644.31
	Tag For	12. WSKT-05 STR-04			
151	**APS2B** - Activ2.0Base, 2 Stage **Depth:** 29.00000 **Base Finish:** Paint F2 - White **Leg:** T-Leg **Caster or Glide:** Glides AMQSOLUTIO		3	442.75	1,328.25
	Tag For	12. WSKT-05 AP-29-T			
152	**CRCT** - Common Top, Worksurface **Depth:** 29.00000 **Width:** 54.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL)		3	97.36	292.08

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
152 **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 12. WSKT-05 CT/29/54			
153 **YS88** - Yes series task chair Cover: Back; Neighborhood, Sawtelle #5301 Seat - Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 12. WSKT-05 CH-03	3	402.27	1,206.81
154 **KR200** - Adjustable arm kit OFFICEMAST **Tag For** CH-03	3	54.09	162.27
Sub Total			3,831.87
TAX EXEMPT			0.00
Total			**3,831.87**
13. WSKT-06			
155 **UFB** - Bracket-Flush mount STEELCASE **Tag For** 13. WSKT-06 FMB	1	12.22	12.22
156 **UDPL** - Post leg, Double, Glides, 28 1/2H **Leg Finish:** SMOOTH PAINT 4242 - Milk STEELCASE **Tag For** 13. WSKT-06 DLD	1	164.20	164.20
157 **UPL** - Post leg, Glides, 28 1/2H **Leg Finish:** SMOOTH PAINT 4242 - Milk STEELCASE **Tag For** 13. WSKT-06 PL	2	58.52	117.04
158 **USWS** - Worksurface-Straight, Laminate, Plastic edge profile **Size:** Parametric **Depth:** 24.00000 **Width:** 58.50000 **Top Surface Finish:** Textured Woodgrain HPL 2TH2 - Fawn Cypress	1	143.18	143.18

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
158 **Grain Direction:** Long Grain **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Power Access:** No Power Access **Scallop:** No Scallop **Grommet:** No Grommet **Cord Drop:** No Cord Drop STEELCASE **Tag For** 13. WSKT-06 24/58.5			
159 **USWS** - Worksurface-Straight, Laminate, Plastic edge profile **Size:** Modular **Depth:** 30.00000 **Width:** 96.00000 **Top Surface Finish:** Textured Woodgrain HPL 2TH2 - Fawn Cypress **Grain Direction:** Long Grain **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Power Access:** No Power Access **Scallop:** No Scallop **Grommet:** No Grommet **Cord Drop:** No Cord Drop STEELCASE **Tag For** 13. WSKT-06 30/96	1	334.66	334.66
160 **TS7WKSPT66** - Reinforcing channel, 66W STEELCASE **Tag For** 13. WSKT-06 RC/66	1	23.30	23.30
161 **LOCKFR** - FIELD INSTALLED LOCK PLUGS & KEYS, FR **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Key:** KEY SPECIFIC 2-386 STEELCASE	2	N/C	N/C
162 **RSC18302AF** - Cabinet-Storage, 1 adjustable shelf, Flush steel front, 18D x 30W x 28H **BASIC:** 4242 MILK SMOOTH **LOCK:** 9201 POLISHED CHROME **KEYS:** SK PLUG	1	651.38	651.38

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
162 **TOP OPT:** *OPT:TOP OPTIONS **NO TOP:** NO TOP STEELCASE **Tag For** 13. WSKT-06			
163 **RPF3027AF** - Pedestal-Fixed, 2 box / 1 file, Flush steel front, 28 5/8D x 15W x 27H **Basic Finish:** SMOOTH PAINT 4242 - Milk **Lock Finish:** POLISHED CHROME 9201 - POLISHED CHROME **Key:** KEY PLUG **Drawer:** FULL DRAWER **File Drawer Accessories:** None **Pull:** INTEGRAL PULL **Lock:** SINGLE LOCK **Office Set:** None STEELCASE **Tag For** 13. WSKT-06 BBF/2/29	1	483.75	483.75
164 **YS88** - Yes series task chair Cover: Back; Neighborhood, Sawtelle #5301 Seat - Grade 3 XOX Forever OFFICEMAST **Tag For** 13. WSKT-06 CH-03	1	402.27	402.27
165 **KR200** - Adjustable arm kit OFFICEMAST **Tag For** CH-03	1	54.09	54.09
Sub Total			2,386.09
TAX EXEMPT			0.00
Total			**2,386.09**
14. TA-09			
166 **SSRSPEDESTAL** - AMQ S-Series Storage Pedestal **Width:** 12.00000 **Storage Finish:** Paint F2 - White AMQSOLUTIO **Tag For** 14. TA-09 STR-04	40	214.77	8,590.80
167 **FMCS** - Screen-Universal, Non rail, FrameOne application **Size:** Modular	2	246.59	493.18

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
167 **Width:** 48.00000 **Height:** 13.50000 **Surface Finish:** Code 5FA4 - BLUFF **Edge Finish:** PET P630 - MEDIUM HEATHER GREY **Bracket Finish:** Textured Paint 7360 - MERLE STEELCASE **Tag For** 14. TA-09 USNR/13.5/48			
168 **FMCS** - Screen-Universal, Non rail, FrameOne application **Size:** Modular **Width:** 96.00000 **Height:** 13.50000 **Surface Finish:** Code 5FA4 - BLUFF **Edge Finish:** PET P630 - MEDIUM HEATHER GREY **Bracket Finish:** Textured Paint 7360 - MERLE STEELCASE **Tag For** 14. TA-09 USNR/13.5/96	9	348.14	3,133.26
169 **FMVI6H** - Power infeed, Hardwire to modular, 6L in ft **PWR OPT:** *OPT:POWER SCHEMATIC **3+1:** 3+1 **PVC OPT:** *OPT:PVC OPTION **NON PVC:** STD:NON PVC STEELCASE **Tag For** 14. TA-09 PI/6H	6	118.00	708.00
170 **FMBDSNR2496** - Base-Dual sided, Straight, No rail, 24D x 96W **BASIC:** 4242 MILK SMOOTH **TOP OPT:** *OPT:TOP SELECTION **HPL TOP:** HPL TOP **TOP-SURF:** TOP SURFACE **TWDGRHPL:** *TOP-SURF:TEXTURED WOODGRAIN HPL **2TH2:** FAWN CYPRESS (HPL) **EDGE:** EDGE FINISH **PLASTIC:** *EDGE:PLASTIC **6T02:** FAWN CYPRESS **PWRDATAACC:** *OPT:POWER & DATA ACCESS	3	2,210.74	6,632.22

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
170 **WSCALLOP:** STD:WITH SCALLOP **LEG OPT:** *OPT:LEG SELECTION **STD LEG:** STD:STANDARD POST LEG **TRAY OPT:** *OPT:TRAY SELECTION **SIMPTRAY:** STD:SIMPLE TRAY **OFFICE SET:** *OPT:OFFICE SET **NONE:** STD:NO OFFICE SET STEELCASE **Tag For** 14. TA-09 48/96-NR			
171 **FMEDSNR2448** - Extension-Dual sided, Straight, No rail, 24D x 48W **BASIC:** 4242 MILK SMOOTH **TOP OPT:** *OPT:TOP SELECTION **HPL TOP:** HPL TOP **TOP-SURF:** TOP SURFACE **TWDGRHPL:** *TOP-SURF:TEXTURED WOODGRAIN HPL **2TH2:** FAWN CYPRESS (HPL) **EDGE:** EDGE FINISH **PLASTIC:** *EDGE:PLASTIC **6T02:** FAWN CYPRESS **PWRDATAACC:** *OPT:POWER & DATA ACCESS **WSCALLOP:** STD:WITH SCALLOP **TRAY OPT:** *OPT:TRAY SELECTION **SIMPTRAY:** STD:SIMPLE TRAY **OFFICE SET:** *OPT:OFFICE SET **NONE:** STD:NO OFFICE SET STEELCASE **Tag For** 14. TA-09 48/48-EXT-NR	2	994.61	1,989.22
172 **FMEDSNR2496** - Extension-Dual sided, Straight, No rail, 24D x 96W **BASIC:** 4242 MILK SMOOTH **TOP OPT:** *OPT:TOP SELECTION **HPL TOP:** HPL TOP **TOP-SURF:** TOP SURFACE **TWDGRHPL:** *TOP-SURF:TEXTURED WOODGRAIN HPL **2TH2:** FAWN CYPRESS (HPL) **EDGE:** EDGE FINISH	6	2,042.56	12,255.36

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
172 **PLASTIC:** *EDGE:PLASTIC **6T02:** FAWN CYPRESS **PWRDATAACC:** *OPT:POWER & DATA ACCESS **WSCALLOP:** STD:WITH SCALLOP **TRAY OPT:** *OPT:TRAY SELECTION **SIMPTRAY:** STD:SIMPLE TRAY **OFFICE SET:** *OPT:OFFICE SET **NONE:** STD:NO OFFICE SET STEELCASE **Tag For** 14. TA-09 48/96-EXT-NR			
173 **FMVBK** - Kit-Bracket, Power STEELCASE **Tag For** 14. TA-09	20	23.52	470.40
174 **FMVDK** - Kit-Data box and wire manager STEELCASE	20	32.53	650.60
175 **FMVH39** - Harness, Modular, 39L **PWR OPT:** *OPT:POWER SCHEMATIC **3+1:** 3+1 **PVC OPT:** *OPT:PVC OPTION **NON PVC:** STD:NON PVC STEELCASE **Tag For** 14. TA-09 HM39	17	74.09	1,259.53
176 **FMVPBS** - Power block-Modular, Standard capacity **PWR OPT:** *OPT:POWER SCHEMATIC **3+1:** 3+1 STEELCASE **Tag For** 14. TA-09 PB	20	107.02	2,140.40
177 **FMVRD** - Receptacle-Duplex **PLASTIC:** 6009 ARCTIC WHITE **PWR OPT:** *OPT:POWER SCHEMATIC **3+1 PWR:** 3+1 POWER OPTIONS **LINE 1:** LINE 1 **AMPERAGE:** *OPT:AMPERAGE OPTIONS **15 AMP:** 15 AMP	20	22.34	446.80

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
177	**GROUND:** *OPT:GROUND TYPE OPTIONS **SYSTEM:** SYSTEM **CSTMPOPT:** *OPT:Controlled Stamp Option **WCNTRLSTMP:** With Controlled Stamp STEELCASE **Tag For** 14. TA-09			
178	**FMVRD** - Receptacle-Duplex **PLASTIC:** 6009 ARCTIC WHITE **PWR OPT:** *OPT:POWER SCHEMATIC **3+1 PWR:** 3+1 POWER OPTIONS **LINE 2:** LINE 2 **AMPERAGE:** *OPT:AMPERAGE OPTIONS **15 AMP:** 15 AMP **GROUND:** *OPT:GROUND TYPE OPTIONS **SYSTEM:** SYSTEM **CSTMPOPT:** *OPT:Controlled Stamp Option **WCNTRLSTMP:** With Controlled Stamp STEELCASE **Tag For** 14. TA-09	20	22.34	446.80
179	**FMVRD** - Receptacle-Duplex **PLASTIC:** 6009 ARCTIC WHITE **PWR OPT:** *OPT:POWER SCHEMATIC **3+1 PWR:** 3+1 POWER OPTIONS **LINE 3:** LINE 3 **AMPERAGE:** *OPT:AMPERAGE OPTIONS **15 AMP:** 15 AMP **GROUND:** *OPT:GROUND TYPE OPTIONS **SYSTEM:** SYSTEM **CSTMPOPT:** *OPT:Controlled Stamp Option **NOSTAMP:** STD:No Stamp STEELCASE **Tag For** 14. TA-09	20	20.39	407.80
180	**FMVRD** - Receptacle-Duplex **PLASTIC:** 6009 ARCTIC WHITE **PWR OPT:** *OPT:POWER SCHEMATIC **3+1 PWR:** 3+1 POWER OPTIONS	20	20.39	407.80

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
180 **LINE 4:** LINE 4 **AMPERAGE:** *OPT:AMPERAGE OPTIONS **15 AMP:** 15 AMP **GROUND:** *OPT:GROUND TYPE OPTIONS **SYSTEM:** SYSTEM **CSTMPOPT:** *OPT:Controlled Stamp Option **NOSTAMP:** STD:No Stamp STEELCASE **Tag For** 14. TA-09			
181 **YS88** - Yes series task chair - No Arms Cover: Back; Neighborhood, Sawtelle #5301 Seat - Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 14. TA-09 CH-03A	40	402.27	16,090.80
Sub Total			56,122.97
TAX EXEMPT			0.00
Total			**56,122.97**
15. IT Workroom 210			
182 **YS75** - Yes series stool - Cover: Back;Neighborhoos Sawtelle #5301 - Seat Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 15. IT Workroom 210 ST-01	2	373.18	746.36
Sub Total			746.36
TAX EXEMPT			0.00
Total			**746.36**
16. Sm Conf 215			
183 **CR42108** - Rectangle Top 42"D x 108"W, 2-pieces **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **K:** One Pwr/Data Cut-out, Centered ENWORK **Tag For** 16. Sm Conf 215 TA-11	1	801.82	801.82
184 **FDU36108** - Foundation Panel Base Kit with Trough for 36/42"x 108"	1	1,543.64	1,543.64

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
184 Rectangle/Rounded Tops **Material and Trim:** **LN:** Laminate (no Aluminum Trim) **K:** Formica Aged Ash (8844-WR) **Base Width:** **W:** 6" Base Width **Trough Height:** **E:** 8" Trough Height ENWORK **Tag For** 16. Sm Conf 215 TA-11			
185 **PDE422** - Ellora Double, 4 pwr/2 data openings/2 USB A+C, cutout 9.81" x 8.0" **Connectivity:** **C:** 10' Power Cords x2 **Color Selection:** **AW:** Clear Aluminum w/ White Interior ENWORK **Tag For** 16. Sm Conf 215 TA-11	1	714.18	714.18
186 **PDBHD** - HDMI Corded Coupler, 18" Patch Cord **Color Selection:** **R:** Black ENWORK **Tag For** 16. Sm Conf 215 TA-11	1	53.82	53.82
Sub Total			3,113.46
TAX EXEMPT			0.00
Total			**3,113.46**
17. Sm Conf 233			
187 **CR3672** - Rectangle Top 36"D x 72"W, 1-piece **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **K:** Power/Data Cut-out (one, center) ENWORK	1	384.00	384.00

Accepted by_____ Title_____ Date_____

Description			Quantity	Unit Price	Extended Price
187	**Tag For**	17. Sm Conf 233 TA-06			
188	**FDU3672** - Foundation Panel Base Kit with Trough for 36/42"x 72" Rectangle/Rounded Tops **Material and Trim:** **LN:** Laminate (no Aluminum Trim) **K:** Formica Aged Ash (8844-WR) **Base Width:** **W:** 6" Base Width **Trough Height:** **E:** 8" Trough Height ENWORK		1	930.91	930.91
	Tag For	17. Sm Conf 233 TA-06			
189	**PDE422** - Ellora Double, 4 pwr/2 data openings/2 USB A+C, cutout 9.81" x 8.0" **Connectivity:** **C:** 10' Power Cords x2 **Color Selection:** **AW:** Clear Aluminum w/ White Interior ENWORK		1	714.18	714.18
	Tag For	17. Sm Conf 233 TA-06			
190	**PDBHD** - HDMI Corded Coupler, 18" Patch Cord **Color Selection:** **R:** Black ENWORK		1	53.82	53.82
	Tag For	17. Sm Conf 233 TA-06			
Sub Total					2,082.91
TAX EXEMPT					0.00
Total					**2,082.91**
18. Lg Conf 238					
191	**106612** - Irons Flip Top Training Table, Natural Oak, 57", Charcoal Legs POPPINFURN		3	611.70	1,835.10
	Tag For	18. Lg Conf 238 TA-02			

Accepted by_____Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
Sub Total			1,835.10
TAX EXEMPT			0.00
Total			**1,835.10**
19. Coffee 243			
192 **FNK-36-94-RTK-36** - Table, Frankie, 36-94, Racetrack Shape, Counter Height 2 Base(s) Top: SOlid Wood - Maple - Honey Finish Eased Edge Base: Metal Satin Nickle Standard felt glides GRANDRAPID **Tag For** 19. Coffee 243 TA-14	1	2,809.03	2,809.03
Sub Total			2,809.03
TAX EXEMPT			0.00
Total			**2,809.03**
20. Wellness 244			
193 **5901-W 5901** - Mayland Lounge, Wood Frame Features: Frame Finish: BE0105 Natural Beech Upholstery: G1 / Mayer / Outback / Dove / Full Unit ENCORESEAT **Tag For** 20. Wellness 244 CH-08	1	1,541.82	1,541.82
194 **HANS PT** - Hans side table 14"D x 17.5"H Painted finish: Sand DAVISFURTU **Tag For** 20. Wellness 244 TA-15	1	563.64	563.64
Sub Total			2,105.46
TAX EXEMPT			0.00
Total			**2,105.46**
21. Huddle 245			
195 **106612** - Irons Flip Top Training Table, Natural Oak, 57", Charcoal Legs POPPINFURN **Tag For** 21. Huddle 245 TA-02	1	611.70	611.70

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
Sub Total			611.70
TAX EXEMPT			0.00
Total			**611.70**
22. Med Conf 259			
196 **CR48120** - Rectangle Top 48"D x 120"W, 2-pieces **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **K:** One Pwr/Data Cut-out, Centered ENWORK **Tag For** 22. Med Conf 259 TA-11A	1	801.82	801.82
197 **FDU48120** - Foundation Panel Base Kit with Trough for 48/54"x 120" Rectangle/Rounded Tops **Material and Trim:** **LN:** Laminate (no Aluminum Trim) **K:** Formica Aged Ash (8844-WR) **Base Width:** **W:** 6" Base Width **Trough Height:** **E:** 8" Trough Height ENWORK **Tag For** 22. Med Conf 259 TA-11A	1	1,543.64	1,543.64
198 **PDE422** - Ellora Double, 4 pwr/2 data openings/2 USB A+C, cutout 9.81" x 8.0" **Connectivity:** **C:** 10' Power Cords x2 **Color Selection:** **AW:** Clear Aluminum w/ White Interior ENWORK **Tag For** 22. Med Conf 259 TA-11A	1	714.18	714.18
199 **PDBHD** - HDMI Corded Coupler, 18" Patch Cord **Color Selection:** **R:** Black ENWORK	1	53.82	53.82

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9200 SORENSEN AVENUE
SANTA FE SPRINGS, CA 90670
TEL: 562.365.5000
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NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Description			Quantity	Unit Price	Extended Price
199	**Tag For**	22. Med Conf 259 TA-11A			
Sub Total					3,113.46
TAX EXEMPT					0.00
Total					**3,113.46**
200	**RG-C602** - Trace Lat File,3 Drw,30Wx18-1/4Dx39-7/8H SC-Milk 3-Dwr c-wt. Factory Installed Metal Top Full Pull Square Front UM Standard Series Lock - Flat Black GREATOPENI **Tag For** Open Office 248		8	789.86	6,318.88
201	**RG-C802** - Trace Lat File,3 Drw,42Wx18-1/4Dx39-7/8H 2 SC-Milk 3-Dwr c-wt. Factory Installed Metal Top Full Pull Square Front UM Standard Series Lock - Flat Black GREATOPENI **Tag For** open office 216		2	914.18	1,828.36
202	**Tariff/Freight (FEE)**		1	21,232.95	21,232.95
212	**FEE** - Technical Design Time TANGRAM		20	125.00	2,500.00
Quotation Totals					
Sub Total					434,045.53
TAX EXEMPT					0.00
Grand Total					**434,045.53**

End of Quotation

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Quotation 18830

Quote Date 04/20/26
mm/dd/yy
Project 16741
Customer 99
Terms CASH BEFORE ORDER
Account Representative Lauren Ghizzoni (LJ)

Quote To

City of Celina
100 North Colorado Street
Celina TX 75009

Ship To

City of Celina
100 North Colorado Street
Celina TX 75009

Sales Location TANGRAM DALLAS

Thank you for the opportunity to provide this quote.

This quote is valid for 30 days only.

Please sign and return with PO# to expedite order placement.

All product is made to order. No changes or cancellations after order placement. No returns.
As you review your quotation, please be advised that the commercial interiors industry is experiencing disruptive supply chain issues challenges re:labor availability, and commodity shortages (ex. lumber, steel, resins, microchips, and adhesives).

This could extend the lead times or delivery or your order.

We are proactively bringing this to your attention to keep you informed and to help you make business decisions to adjust your orders or projects as needed.

Client is responsible for proper care and cleaning of products. Please consult your Tangram representative for further information on appropriate cleaning procedures. Products whose materiality or appearance is affected by improper use of cleaning agents will not be covered by manufacturer warranty.

For questions concerning this quote, please contact:
Contact: Lauren Ghizzoni
Sales
lghizzoni@tangraminteriors.com
+1 (978) 804-6391

	Description	Quantity	Unit Price	Extended Price
01. Lg Conf 316				
1	**207067** - Coact Lite, 11.25x25.25x13.25, End Table (not freestanding / must be ganged at least on one end) **Base Finish:** **BWT:** Bone White **Left Facing Shared Leg Ganging:** **LCHG:** Ganging	1	601.60	601.60

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
1 **X9:** No Ganging **Table/Top Finish:** **~HPL:** HPL Laminate **TRP-F:** Timber - [Flat Grain] OFSSALESCO **Tag For** 01. Lg Conf 316 BN-01			
2 **207040** - Coact Lite, 67.5x26x18, Triple Bench **Base Finish:** **BWT:** Bone White **Left Facing Shared Leg Ganging:** **X9:** No Ganging **RCHG:** Armless Lounge, Bench, or Table **Fabric, Manufacturer:** **~OFS:** OFS **~MONTAGE:** Montage - Grade 3 **3134379:** Dune OFSSALESCO **Tag For** 01. Lg Conf 316 BN-01	1	1,297.63	1,297.63
3 **6423T.A112** - Prava, Highback, Swivel Tilt Cntrl, A112 Arm **Fabric or Leather Upholstery Selection:** **FABRIC:** Fabric Grade Selections **~:** No Selection **FG2:** Fabric/Vinyl Grade 2 **ELEMENT:** Element Color Selection **PEBBLE:** Element Pebble **Base Selection:** **B3:** Polished Aluminum **C16:** Carpet Casters **Headrest Selection:** **~:** No Selection **KD:** Knocked Down SITONIT **Tag For** 01. Lg Conf 316 CH-04	16	636.07	10,177.12
4 **CR72192** - Rectangle Top 72"D x 192"W, 4-pieces	1	1,702.55	1,702.55

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
4	**Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **D:** Two Pwr/Data Cut-outs, Between Outer Bases ENWORK **Tag For** 01. Lg Conf 316 TA-07A			
5	**FDU72192** - Foundation Panel Base Kit with Trough for 72"x 192" Rectangle/Rounded Tops **Material and Trim:** **LN:** Laminate (no Aluminum Trim) **K:** Formica Aged Ash (8844-WR) **Base Width:** **W:** 6" Base Width **Trough Height:** **E:** 8" Trough Height ENWORK **Tag For** 01. Lg Conf 316 TA-07A	1	2,016.73	2,016.73
6	**PDE422** - Ellora Double, 4 pwr/2 data openings/2 USB A+C, cutout 9.81" x 8.0" **Connectivity:** **1:** Daisy-Chain, Circuit 1 **Color Selection:** **AW:** Clear Aluminum w/ White Interior ENWORK **Tag For** 01. Lg Conf 316 TA-07A	2	756.36	1,512.72
7	**PDEJUMPXX** - Jumper for connecting 2 Ellora Units, pkg of 1 (Length determined by Enwork) ENWORK **Tag For** 01. Lg Conf 316 TA-07A	1	68.36	68.36
8	**A1BPS120** - Base Power Infeed for Straight Plug Circuit 1 (only), 20 Amp plug, 120" Infeed Use (for Inset Floor Core) ENWORK **Tag For** 01. Lg Conf 316 TA-07A	1	174.91	174.91
9	**PDBHD** - HDMI Corded Coupler, 18" Patch Cord **Color Selection:** **R:** Black	2	53.82	107.64

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
9 ENWORK **Tag For** 01. Lg Conf 316 TA-07A			
10 **UCFEDL24120** - Foundation EX Universal Laminate Credenza, 6 Door, 24"D x 120"W **Credenza Case:** **A:** Includes oversized opening (+5" Overall Height) on right for **~:** grommet in bottom, and 2 vents in rear. **Pull:** **B:** Bar **Paint - Frame and Pull:** **S:** Silver **Case Laminate:** **K:** Formica Aged Ash (8844-WR) **Door Laminate:** **K:** Formica Aged Ash (8844-WR) ENWORK **Tag For** 01. Lg Conf 316 STR-01	1	3,925.45	3,925.45
11 **CPR1** - Refrigerator for 24"D Credenza ENWORK **Tag For** 01. Lg Conf 316 STR-01	1	643.64	643.64
Sub Total			22,228.35
TAX EXEMPT			0.00
Total			**22,228.35**
02. Reception 331			
12 **DNR-20ET** - Denro Solid Wood End Table, 20"H **Species:** **SAFR:** Sassafras **X9:** None OFSSALESCO **Tag For** 02. Reception 331 TA-03	1	625.52	625.52
13 **3272.TBT4.TR3636TH16** - Parallon Base, X-Base, For 36" Round Tabletop, 16" Height **Base Finish Selection:** **BF01:** Silver **Foot Style Option:** **LS18:** Fixed / Glides	1	162.80	162.80

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
13	SITONIT **Tag For** 02. Reception 331 TA-05			
14	**3271.TBT4.TR3636** - Parallon Tabletop, X-Base, 36" Round **Laminate Grade Selection:** **GR1:** Grade 1 Laminate **TL24:** Folkstone Grey **TE5:** Flat Edge SITONIT **Tag For** 02. Reception 331 TA-05	1	186.11	186.11
15	**KC6G12** - THATCHER, GUEST, ONE SEAT, BEECH DTI BACK UPHOLSTERY GRADE DESIGNTEX GRADE I 3937_103 BACK UPHOLSTERY PATTERN COLOR DAPPLE SHOJI DTI SEAT UPHOLSTERY GRADE DESIGNTEX GRADE I 3937_103 SEAT UPHOLSTERY PATTERN COLOR DAPPLE SHOJI STD FRAME FINISH PRICE GROUP STANDARD GROUP 1 CI FINISH COLOR CHAI MATCH THREAD COLOR CLOSEST MATCH KIMBALLOFF **Tag For** 02. Reception 331 CH-02	3	2,237.53	6,712.59
16	**YS88** - Yes series task chair Cover: Back; Neighborhood, Sawtelle #5301 Seat - Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 02. Reception 331 CH-03	1	402.27	402.27
17	**KR200** - Adjustable arm kit OFFICEMAST **Tag For** CH-03	1	54.09	54.09
	Sub Total			8,143.38
	TAX EXEMPT			0.00
	Total			**8,143.38**
	03. CM Conf 333 AND 332			
18	**6423T.A112** - Prava, Highback, Swivel Tilt Cntrl, A112 Arm **Fabric or Leather Upholstery Selection:** **FABRIC:** Fabric Grade Selections **~:** No Selection **FG2:** Fabric/Vinyl Grade 2 **ELEMENT:** Element Color Selection	2	636.07	1,272.14

Accepted by_____Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
18 **PEBBLE:** Element Pebble **Base Selection:** **B3:** Polished Aluminum **C16:** Carpet Casters **Headrest Selection:** **~:** No Selection **KD:** Knocked Down SITONIT **Tag For** 03. CM Conf 333 CH-04			
19 **CR3672** - Rectangle Top 36"D x 72"W, 1-piece **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **K:** Power/Data Cut-out (one, center) ENWORK **Tag For** 03. CM Conf 333 TA-06	2	384.00	768.00
20 **FDU3672** - Foundation Panel Base Kit with Trough for 36/42"x 72" Rectangle/Rounded Tops **Material and Trim:** **LN:** Laminate (no Aluminum Trim) **K:** Formica Aged Ash (8844-WR) **Base Width:** **W:** 6" Base Width **Trough Height:** **E:** 8" Trough Height ENWORK **Tag For** 03. CM Conf 333 TA-06	2	930.91	1,861.82
21 **PDE422** - Ellora Double, 4 pwr/2 data openings/2 USB A+C, cutout 9.81" x 8.0" **Connectivity:** **C:** 10' Power Cords x2 **Color Selection:** **AW:** Clear Aluminum w/ White Interior ENWORK **Tag For** 03. CM Conf 333 TA-06	2	714.18	1,428.36

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
22 **PDBHD** - HDMI Corded Coupler, 18" Patch Cord **Color Selection:** **R:** Black ENWORK **Tag For** 03. CM Conf 333 TA-06	2	53.82	107.64
Sub Total			5,437.96
TAX EXEMPT			0.00
Total			**5,437.96**
04. Open Collab 330			
23 **3272.TBT4.TR3636TH16** - Parallon Base, X-Base, For 36" Round Tabletop, 16" Height **Base Finish Selection:** **BF01:** Silver **Foot Style Option:** **LS18:** Fixed / Glides SITONIT **Tag For** 04. Open Collab 330 TA-05	1	162.80	162.80
24 **3271.TBT4.TR3636** - Parallon Tabletop, X-Base, 36" Round **Laminate Grade Selection:** **GR1:** Grade 1 Laminate **TL24:** Folkstone Grey **TE5:** Flat Edge SITONIT **Tag For** 04. Open Collab 330 TA-05	1	186.11	186.11
25 **7054** - Hoom Lounge Chair, 4-Leg Wood Base Features: Base Finish: AS0305 White Oak on Ash Upholstery: G6 / DesignTex / Dapple / Shoji / Full Unit ENCORESEAT **Tag For** 04. Open Collab 330 CH-05	2	1,095.45	2,190.90
Sub Total			2,539.81
TAX EXEMPT			0.00
Total			**2,539.81**
05. Sm Conf 346			
26 **CRRTBL** - Table, Round	1	411.48	411.48

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
26 **Diameter:** 36.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Base Type:** X-Base **X-Base Finish:** Smooth Paint 4242 - MILK SMOOTH **Column Finish:** Smooth Paint 4242 - MILK SMOOTH **Thickness - Worksurface:** 1.12500 STEELCASE **Tag For** 05. Sm Conf 346 TA-08A			
27 **ST400F** - ST series guest chair - Cover: Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 05. Sm Conf 346 CH-07	4	141.36	565.44
Sub Total			976.92
TAX EXEMPT			0.00
Total			**976.92**
06. Med Conf 356			
28 **207067** - Coact Lite, 11.25x25.25x13.25, End Table (not freestanding / must be ganged at least on one end) **Base Finish:** **BWT:** Bone White **Left Facing Shared Leg Ganging:** **LCHG:** Ganging **X9:** No Ganging **Table/Top Finish:** **~HPL:** HPL Laminate **TRP-F:** Timber - [Flat Grain] OFSSALESCO **Tag For** 06. Med Conf 356 BN-01	1	601.60	601.60
29 **207040** - Coact Lite, 67.5x26x18, Triple Bench **Base Finish:** **BWT:** Bone White **Left Facing Shared Leg Ganging:** **X9:** No Ganging **RCHG:** Armless Lounge, Bench, or Table	1	1,297.63	1,297.63

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
29 **Fabric, Manufacturer:** **~OFS:** OFS **~MONTAGE:** Montage - Grade 3 **3134379:** Dune OFSSALESCO **Tag For** 06. Med Conf 356 BN-01			
30 **CR48120** - Rectangle Top 48"D x 120"W, 2-pieces **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **K:** One Pwr/Data Cut-out, Centered ENWORK **Tag For** 06. Med Conf 356 TA-11A	1	801.82	801.82
31 **FDU48120** - Foundation Panel Base Kit with Trough for 48/54"x 120" Rectangle/Rounded Tops **Material and Trim:** **LN:** Laminate (no Aluminum Trim) **K:** Formica Aged Ash (8844-WR) **Base Width:** **W:** 6" Base Width **Trough Height:** **E:** 8" Trough Height ENWORK **Tag For** 06. Med Conf 356 TA-11A	1	1,543.64	1,543.64
32 **PDE422** - Ellora Double, 4 pwr/2 data openings/2 USB A+C, cutout 9.81" x 8.0" **Connectivity:** **C:** 10' Power Cords x2 **Color Selection:** **AW:** Clear Aluminum w/ White Interior ENWORK **Tag For** 06. Med Conf 356 TA-11A	1	714.18	714.18
33 **PDBHD** - HDMI Corded Coupler, 18" Patch Cord **Color Selection:** **R:** Black	1	53.82	53.82

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
33 ENWORK **Tag For** 06. Med Conf 356 TA-11A			
34 **ST400F** - ST series guest chair - Cover: Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 06. Med Conf 356 CH-07	10	141.36	1,413.60
Sub Total			6,426.29
TAX EXEMPT			0.00
Total			**6,426.29**
07. Sm Conf 360			
35 **CRRTBL** - Table, Round **Diameter:** 42.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Base Type:** X-Base **X-Base Finish:** Smooth Paint 4242 - MILK SMOOTH **Column Finish:** Smooth Paint 4242 - MILK SMOOTH **Thickness - Worksurface:** 1.12500 STEELCASE **Tag For** 07. Sm Conf 360 TA-08	1	477.16	477.16
Sub Total			477.16
TAX EXEMPT			0.00
Total			**477.16**
08. Open Collab 365			
36 **7054** - Hoom Lounge Chair, 4-Leg Wood Base Features: Base Finish: AS0305 White Oak on Ash Upholstery: G6 / DesignTex / Dapple / Shoji / Full Unit ENCORESEAT **Tag For** 07. Sm Conf 360 CH-05	2	1,095.45	2,190.90
37 **3272.TBT4.TR3636TH16** - Parallon Base, X-Base, For 36" Round Tabletop, 16" Height **Base Finish Selection:** **BF01:** Silver **Foot Style Option:** **LS18:** Fixed / Glides	1	162.80	162.80

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
37 SITONIT **Tag For** 08. Open Collab 365 TA-05			
38 **3271.TBT4.TR3636** - Parallon Tabletop, X-Base, 36" Round **Laminate Grade Selection:** **GR1:** Grade 1 Laminate **TL24:** Folkstone Grey **TE5:** Flat Edge SITONIT **Tag For** 08. Open Collab 365 TA-05	1	186.11	186.11
Sub Total			2,539.81
TAX EXEMPT			0.00
Total			**2,539.81**
09. Open Collab 369			
39 **TS4SR48** - Groupwork; Tray-Marker, 48W **BASIC:** 7207 BLACK STEELCASE **Tag For** 09. Open Collab 369 AC-02 **Qty** **Description** 2 3RD FLOOR OPEN AREA COLLAB 2 2ND FLOOR OPEN AREA COLLAB TBD	4	51.81	207.24
40 **3272.TBT4.TR3636TH16** - Parallon Base, X-Base, For 36" Round Tabletop, 16" Height **Base Finish Selection:** **BF01:** Silver **Foot Style Option:** **LS18:** Fixed / Glides SITONIT **Tag For** 09. Open Collab 369 TA-05	2	162.80	325.60
41 **3271.TBT4.TR3636** - Parallon Tabletop, X-Base, 36" Round **Laminate Grade Selection:** **GR1:** Grade 1 Laminate **TL24:** Folkstone Grey **TE5:** Flat Edge SITONIT	2	186.11	372.22

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
41 **Tag For** 09. Open Collab 369 TA-05			
42 **TS4S4866** - Screen, 48W x 66H **FRAME:** 7207 BLACK **SURF-1:** 7655 E3 ENVIRONMENTAL CERAMICSTEEL **SURF-2:** 7655 E3 ENVIRONMENTAL CERAMICSTEEL **FAB DIR:** *OPT:FABRIC DIRECTION **SURF-1:** SURF-1 DIRECTION **VERT:** VERTICAL APPLICATION **SURF-2:** SURF-2 DIRECTION **VERT:** VERTICAL APPLICATION **CAST OPT:** *OPT:LEVELERS OPTION **CASTERS:** STD:CASTERS **PEGS OPT:** *OPT:FLIP CHART PEGS OPTION **TOPCAP:** STD:TOP CAP STEELCASE **Tag For** 09. Open Collab 369 AC-02 **Qty** **Description** 2 3RD FLOOR OPEN AREA COLLAB 2 2ND FLOOR OPEN AREA COLLAB TBD	4	627.43	2,509.72
43 **7054** - Hoom Lounge Chair, 4-Leg Wood Base Features: Base Finish: AS0305 White Oak on Ash Upholstery: G6 / DesignTex / Dapple / Shoji / Full Unit ENCORESEAT **Tag For** 09. Open Collab 369 CH-05	5	1,095.45	5,477.25
Sub Total			8,892.03
TAX EXEMPT			0.00
Total			**8,892.03**
10. PO-01			
44 **X-FCMT** - AMQ Activ Soft Cable Management with Zip Close Light Grey AMQSOLUTIO **Tag For** 10. PO-01 CMT	13	66.05	858.65
45 **APS2B** - Activ2.0Base, 2 Stage **Depth:** 29.00000	13	442.75	5,755.75

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
45	**Base Finish:** Paint F2 - White **Leg:** T-Leg **Caster or Glide:** Glides AMQSOLUTIO **Tag For** 10. PO-01 AP-29-T			
46	**CRBK** - Bookcase **Size Option:** Modular **Depth:** 15.00000 **Width:** 30.00000 **Height:** 66.50000 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) STEELCASE **Tag For** 10. PO-01 BC/4/30	13	495.32	6,439.16
47	**CRWDL** - Cabinet- Hinged Left **Size Option:** Modular **Depth:** 18.87500 **Width:** 12.00000 **Height:** 66.50000 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Keys:** Key Plug **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Interior Configuration:** Coat Hooks **Shelf Option:** Fixed Shelf - Top STEELCASE **Tag For** 10. PO-01 WR/66.5/18.875/L	6	558.68	3,352.08
48	**CRWDR** - Cabinet- Hinged Right **Size Option:** Modular **Depth:** 18.87500 **Width:** 12.00000 **Height:** 66.50000 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL)	7	558.68	3,910.76

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
48 **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Keys:** Key Plug **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Interior Configuration:** Coat Hooks **Shelf Option:** Fixed Shelf - Top STEELCASE **Tag For** 10. PO-01 WR/66.5/18.875/R			
49 **CRCT** - Common Top, Worksurface **Depth:** 29.00000 **Width:** 71.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 10. PO-01 CT/29/71	13	116.30	1,511.90
50 **CRDSHL** - Desk- Shell **Size Option:** Modular **Depth:** 18.87500 **Width:** 48.00000 **Thickness - Worksurface:** 1.12500 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Support - Right:** Full Depth End Panel **Support - Left:** Clear-Access End Panel **Modesty Panel:** Quarter Height **Grommet Location:** No Grommet STEELCASE **Tag For** 10. PO-01 18.875/48/CA/FD	7	286.30	2,004.10
51 **CRDSHL** - Desk- Shell	6	286.30	1,717.80

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
51 **Size Option:** Modular **Depth:** 18.87500 **Width:** 48.00000 **Thickness - Worksurface:** 1.12500 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Support - Right:** Clear-Access End Panel **Support - Left:** Full Depth End Panel **Modesty Panel:** Quarter Height **Grommet Location:** No Grommet STEELCASE **Tag For** 10. PO-01 18.875/48/FD/CA			
52 **HAMP** - Migration Modesty Panel- Desk Application **Size:** Modular **Width - Worksurface:** 52.00000 **Modesty Panel Finish:** Textured Woodgrain HPL 2TH2 - FAWN CYPRESS (HPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Sustainability:** Without Carbon Neutral **Grain Direction:** Horizontal **Scallop:** No Scallop **Worksurface-Shape Type:** Rectangle **Worksurface-Corner Shape:** Square Corner **Worksurface-Edge Profile:** No Knife Edge **Office Set:** NONE STEELCASE **Tag For** 10. PO-01 MP/52	13	119.42	1,552.46
53 **CRPDSHL2HBBF** - Pedestal- For Use With Shells,2-High,Box/Box/File **Application:** Currency Desk Shell **Size Option:** Modular **Application Depth:** 18.87500 **Depth:** 17.96949 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL)	13	371.68	4,831.84

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
53 **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Keys:** Key Plug **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Counterweight:** With Counterweight STEELCASE **Tag For** 10. PO-01 BBF/2/18.875			
54 **LOCKFR** - FIELD INSTALLED LOCK PLUGS & KEYS, FR **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Key:** KEY SPECIFIC 2-387 2-388 2-389 2-390 2-391 2-392 2-393 2-394 2-395 2-396 2-397 2-398 2-399 STEELCASE **Tag For** 10. PO-01	26	N/C	N/C
55 **CRTBWM** - Tackboard, Wallmount **Size Option:** Parametric **Height:** 37.50000 **Width:** 48.00000 **Tackboard Finish:** Code 5FA4 - BLUFF **Fabric Direction:** Horizontal STEELCASE **Tag For** 10. PO-01 TB/48/37.5000	13	238.00	3,094.00
56 **YS88** - Yes series task chair Cover: Back; Neighborhood, Sawtelle #5301 Seat - Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 10. PO-01 CH-03	9	402.27	3,620.43

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
57 **KR200** - Adjustable arm kit OFFICEMAST **Tag For** CH-03	9	54.09	486.81
58 **ST400F** - ST series guest chair - Cover: Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 10. PO-01 CH-07	12	141.36	1,696.32
Sub Total			40,832.06
TAX EXEMPT			0.00
Total			**40,832.06**
11. PO-02			
59 **X-FCMT** - AMQ Activ Soft Cable Management with Zip Close Light Grey AMQSOLUTIO **Tag For** 11. PO-02 CMT	4	66.05	264.20
60 **APS2B** - Activ2.0Base, 2 Stage **Depth:** 24.00000 **Base Finish:** Paint F2 - White **Leg:** T-Leg **Caster or Glide:** Glides AMQSOLUTIO **Tag For** 11. PO-02 AP-24-T	4	442.75	1,771.00
61 **CRBK** - Bookcase **Size Option:** Parametric **Depth:** 19.00000 **Width:** 30.00000 **Height:** 66.50000 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) STEELCASE **Tag For** 11. PO-02 BC/4/30	4	527.39	2,109.56
62 **CRWDL** - Cabinet- Hinged Left **Size Option:** Parametric **Depth:** 19.00000 **Width:** 12.00000 **Height:** 66.50000	2	573.36	1,146.72

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
62 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Keys:** Key Plug **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Interior Configuration:** Coat Hooks **Shelf Option:** Fixed Shelf - Top STEELCASE **Tag For** 11. PO-02 WR/66.5/19/L			
63 **CRWDR** - Cabinet- Hinged Right **Size Option:** Parametric **Depth:** 19.00000 **Width:** 12.00000 **Height:** 66.50000 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Keys:** Key Plug **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Interior Configuration:** Coat Hooks **Shelf Option:** Fixed Shelf - Top STEELCASE **Tag For** 11. PO-02 WR/66.5/19/R	2	573.36	1,146.72
64 **CRCT** - Common Top, Worksurface **Depth:** 19.00000 **Width:** 72.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 11. PO-02 CT/19/72	4	127.50	510.00

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
65	**CRCT** - Common Top, Worksurface **Depth:** 24.00000 **Width:** 46.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 11. PO-02 CT/24/46	4	76.89	307.56
66	**CRDSHLO** - Desk- Shell,6" Overhang **Size Option:** Modular **Depth:** 36.00000 **Width:** 72.00000 **Support - Right:** Full Depth End Panel **Support - Left:** Full Depth End Panel **Modesty Panel:** Full **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Grommet Location:** No Grommet **Thickness - Worksurface:** 1.12500 Currency Desk Shell , With 6" Overhang , CHANGE: (30"D), , including overhang **Eng Quote** SF253596 **Eng Quote Product ID** SF00343289 STEELCASE **Tag For** 11. PO-02 36/72/FD/FD	4	453.20	1,812.80
67	**CROHHD** - Overhead- Hinged Doors **Size Option:** Modular **Width:** 72.00000 **Attachment Brackets:** Wall Mount Brackets **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Keys:** Key Plug	4	660.30	2,641.20

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
67	STEELCASE **Tag For** 11. PO-02 OH/72.0000/15			
68	**CRPD2HBBF** - Pedestal-2-High,Box/Box/File **Size Option:** Parametric **Depth:** 19.00000 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Keys:** Key Plug **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Counterweight:** With Counterweight STEELCASE **Tag For** 11. PO-02 BBF/2/19	4	425.00	1,700.00
69	**LOCKFR** - FIELD INSTALLED LOCK PLUGS & KEYS, FR **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Key:** KEY SPECIFIC 4-400 4-401 4-402 4-403 STEELCASE **Tag For** 11. PO-02	16	N/C	N/C
70	**EH-1818** - RAKKS Cantilever Off-White Finish https://rakks.com/product/surface-mount-eh-support-bracket/ TANGRAM **Tag For** 11. PO-02 EH-1818	4	79.55	318.20
71	**CRRTBL** - Table, Round **Diameter:** 42.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Base Type:** X-Base **X-Base Finish:** Smooth Paint 4242 - MILK SMOOTH **Column Finish:** Smooth Paint 4242 - MILK SMOOTH **Thickness - Worksurface:** 1.12500	4	477.16	1,908.64

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
71	STEELCASE **Tag For** 11. PO-02 TA-08			
72	**EEAWST** - Tackboards **Width:** 72.00000 **Height:** 22.50000 **Tackboard Finish:** Code 5FA4 - BLUFF **Scallop:** No Scallop **Application:** No Service Mod STEELCASE **Tag For** 11. PO-02 TB/72/22.5000	4	239.47	957.88
73	**YS88** - Yes series task chair Cover: Back; Neighborhood, Sawtelle #5301 Seat - Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 11. PO-02 CH-03	3	402.27	1,206.81
74	**KR200** - Adjustable arm kit OFFICEMAST **Tag For** CH-03	3	54.09	162.27
75	**ST400F** - ST series guest chair - Cover: Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 11. PO-02 CH-07	16	141.36	2,261.76
	Sub Total			20,225.32
	TAX EXEMPT			0.00
	Total			**20,225.32**
	12. PO-03			
76	**X-FCMT** - AMQ Activ Soft Cable Management with Zip Close Light Grey AMQSOLUTIO **Tag For** 12. PO-03 CMT	1	66.05	66.05
77	**APS2B** - Activ2.0Base, 2 Stage **Depth:** 24.00000 **Base Finish:** Paint F3 - Black **Leg:** T-Leg **Caster or Glide:** Glides AMQSOLUTIO	1	442.75	442.75

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
77	**Tag For** 12. PO-03 AP-24-T			
78	**BS1-S** - JSI BeSPACE swivel lounge #BS1-S Uph: Mayer Fleck Tundra, grade E Wood finish: Clear on Rift Cut White Oak Metal finish: Arctic Silver JASPERSEAT **Tag For** 12. PO-03 CH-09	4	2,128.64	8,514.56
79	**E6BF153065P** - Bookcase-Freestanding, Plinth base, Open, 15D x 30W x 65 5/8H **BASIC:** 3602 RC/OP DESERT OAK **SHELF OPT:** *OPT:SHELF OPTION **3/4 SHLF:** STD:3/4 INCH SHELF **OFFICE SET:** *OPT:OFFICE SET **NONE:** STD:NO OFFICE SET STEELCASE **Tag For** 12. PO-03 BC/5H/30	1	1,416.68	1,416.68
80	**AWQE45** - Brace-Worksurface, 45W STEELCASE **Tag For** 12. PO-03 BR/45	2	27.74	55.48
81	**E6KW241565R** - Cabinet, Plinth base, Door hinged right hand, 24D x 15W x 65 5/8H **BASIC:** 3602 RC/OP DESERT OAK **DOOR OPT:** *OPT:DOOR OPTION **WD DOOR:** WOOD DOOR **DOOR:** DOOR **WOOD:** *DOOR:WOOD **3602:** RC/OP DESERT OAK **LOCK OPT:** *OPT:LOCK OPTION **LOCKOPT:** LOCKING WOOD AND LAMINATE **KEY OPT:** KEYING OPTIONS **SK PLUG:** STANDARD KEY PLUG **LOCKING:** LOCKING FINISH (REQUIRED) **LOCK:** LOCK **EMB CHR:** *LOCK:EMBER CHROME **9250:** EMBER CHROME **PULL OPT:** *OPT:PULL OPTION	1	1,675.26	1,675.26

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
81 **PULL WD:** PULLS FOR WD DR **CONTPULL:** CONTEMPORARY PULL **PULL:** PULL **STD PNT:** *PULL:STANDARD PAINT **0835:** BLACK **FFRNTOPT:** *OPT:FRONT OPTIONS **FULL FRT:** FULL FRONT **OFFICE SET:** *OPT:OFFICE SET **NONE:** STD:NO OFFICE SET EE Wardrobe , Special: , CHANGE: (18"D) x (20"W) x 65-5/8" H , See document , Note: , *To be aligned to a 18'D worksurface. **Eng Quote** GW123417 **Eng Quote Product ID** GW00244354 STEELCASE **Tag For** 12. PO-03 WR/65			
82 **EEWSMFPW** - Full-Height Plinth Base Veneer Modesty Panel for Use with Storage and End Panels **Width:** 72.00000 **Height:** 27.55910 **Panel Finish:** Rift Cut/Open Pore 3602 - RC/OP DESERT OAK **Scallop:** No Scallop **Grain Direction:** Vertical **Office Set:** NONE STEELCASE **Tag For** 12. PO-03 MPF/72	1	393.75	393.75
83 **AWAG2** - Grommet-Round, 2 1/2 dia **GROMMET:** 0835 BLACK STEELCASE **Tag For** 12. PO-03 GROM	1	39.13	39.13
84 **EEWSEPLPW** - L-Shape Plinth Base Veneer End Panel for Use with L-Shape **Handedness:** Left Hand **Depth:** 18.00000 **Width:** 15.00000 **Height:** 27.55910 **Application:** Recessed	1	328.95	328.95

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
84 **Filler - Front:** No Filler **Panel Finish:** Rift Cut/Open Pore 3602 - RC/OP DESERT OAK **Grain Direction:** Vertical **Office Set:** NONE STEELCASE **Tag For** 12. PO-03 EP/18			
85 **EEWSEPMPW** - Plinth Base Veneer End Panel for Use with Modesty Panels **Handedness:** Right Hand **Depth:** 30.00000 **Height:** 27.55910 **Filler - Front:** No Filler **Panel Finish:** Rift Cut/Open Pore 3602 - RC/OP DESERT OAK **Grain Direction:** Vertical **Office Set:** NONE STEELCASE **Tag For** 12. PO-03 EP/30	1	240.18	240.18
86 **COSFZOTRD** - Montara650; Table-Occasional, Round **Diameter:** 42.00000 **Base Finish:** Smooth Paint 4710 - LOW GLOSS BLACK **Top Finish:** Rift Cut/High Sheen 3602 - RC/OP DESERT OAK **Edge Finish:** Rift Cut/High Sheen 3602 - RC/OP DESERT OAK **Device:** No Device STEELCASE **Tag For** 12. PO-03 TA-04	1	1,735.36	1,735.36
87 **E6OS157215S** - Overhead-Single high, Slider door, 15 7/8D x 72W x 15H **BASIC:** 3602 RC/OP DESERT OAK **DOOR OPT:** *OPT:DOOR OPTION **GLS DOOR:** GLS DOOR **PNT GLS:** PAINTED GLASS **FRAME:** FRAME **STD PNT:** *FRAME:STANDARD PAINT **4803:** NEAR BLACK METALLIC **DOOR:** DOOR	1	1,521.97	1,521.97

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
87 **GLASS:** *DOOR:GLASS **6591:** MERLE **BRACKETS:** *OPT:BRACKET OPTIONS **WALL MOUNT:** WALL MOUNT BRACKET **OFFICE SET:** *OPT:OFFICE SET **NONE:** STD:NO OFFICE SET STEELCASE **Tag For** 12. PO-03 OC/72/15H			
88 **E6PD291527B** - Pedestal, Plinth base, Box / box / file, 29 1/4D x 15W x 27 1/2H **BASIC:** 3602 RC/OP DESERT OAK **FRONT:** 3602 RC/OP DESERT OAK **LOCK:** 9250 EMBER CHROME **KEYS:** SK PLUG **PULL OPT:** *OPT:PULL OPTION **PULL WD:** PULLS FOR WD FRT **CONTPULL:** CONTEMPORARY PULL **PULL:** PULL **STD PNT:** *PULL:STANDARD PAINT **0835:** BLACK **DWR OPT:** *OPT:DRAWER OPTION **SOFT CLS:** SOFT CLOSE **DWR CON:** *OPT:DRAWER CONSTRUCTION **DOVETAIL:** STD:DOVETAIL CONSTRUCTION **WGHT PKG:** *OPT:COUNTERWEIGHT PKG **WEIGHT:** COUNTERWEIGHT PKG **FFRNTOPT:** *OPT:FRONT OPTIONS **FULL FRT:** FULL FRONT **OFFICE SET:** *OPT:OFFICE SET **NONE:** STD:NO OFFICE SET STEELCASE **Tag For** 12. PO-03 BBF/2/29	1	1,030.06	1,030.06
89 **E6PD171527F** - Pedestal, Plinth base, File / file, 17 1/4D x 15W x 27 1/2H **BASIC:** 3602 RC/OP DESERT OAK **FRONT:** 3602 RC/OP DESERT OAK	1	931.89	931.89

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
89 **LOCK:** 9250 EMBER CHROME **KEYS:** SK PLUG **PULL OPT:** *OPT:PULL OPTION **PULL WD:** PULLS FOR WD FRT **CONTPULL:** CONTEMPORARY PULL **PULL:** PULL **STD PNT:** *PULL:STANDARD PAINT **0835:** BLACK **DWR OPT:** *OPT:DRAWER OPTION **SOFT CLS:** SOFT CLOSE **WGHT PKG:** *OPT:COUNTERWEIGHT PKG **WEIGHT:** COUNTERWEIGHT PKG **FFRNTOPT:** *OPT:FRONT OPTIONS **FULL FRT:** FULL FRONT **OFFICE SET:** *OPT:OFFICE SET **NONE:** STD:NO OFFICE SET STEELCASE **Tag For** 12. PO-03 FF/2/17			
90 **LOCKFR** - FIELD INSTALLED LOCK PLUGS & KEYS, FR **Lock Finish:** Ember Chrome 9250 - EMBER CHROME **Key:** KEY SPECIFIC 3-404 STEELCASE **Tag For** 12. PO-03	3	N/C	N/C
91 **EEWSW** - Straight Veneer Worksurface **Depth:** 18.00000 **Width:** 72.00000 **Top Surface Finish:** Rift Cut/Open Pore 3602 - RC/OP DESERT OAK **Grain Direction:** Long Grain **Scallop:** No Scallop **Edge Profile:** 3MM Wood Edge **Grommet:** No Grommet **Office Set:** NONE STEELCASE **Tag For** 12. PO-03 18/72	1	451.74	451.74

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
92 **EEWSW** - Straight Veneer Worksurface **Depth:** 24.00000 **Width:** 46.00000 **Top Surface Finish:** Rift Cut/Open Pore 3602 - RC/OP DESERT OAK **Grain Direction:** Short Grain **Scallop:** No Scallop **Edge Profile:** 3MM Wood Edge **Grommet:** No Grommet **Office Set:** NONE STEELCASE **Tag For** 12. PO-03 24/46	1	367.26	367.26
93 **EEWSW** - Straight Veneer Worksurface **Depth:** 36.00000 **Width:** 72.00000 **Top Surface Finish:** Rift Cut/Open Pore 3602 - RC/OP DESERT OAK **Grain Direction:** Long Grain **Scallop:** No Scallop **Edge Profile:** 3MM Wood Edge **Grommet:** No Grommet **Office Set:** NONE STEELCASE **Tag For** 12. PO-03 36/72	1	566.28	566.28
94 **EEAWST** - Tackboards **Width:** 72.00000 **Height:** 21.50000 **Tackboard Finish:** Code 5FB1 - BAMBOO **Scallop:** No Scallop **Application:** No Service Mod STEELCASE **Tag For** 12. PO-03 TB/72/21.5000	1	239.47	239.47
95 **VERO TASK CH-01** - VIA VERO TASK CHAIR # 875 HIGH BACK HEIGH ADJ BACK QUICK ADJ ADV SYNCHRO #67X SEAT DEPTH ADJ #SS	1	1,107.27	1,107.27

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
95 POLISHED CANTILEVER FIXED ARMS W/ BLACK PAD #97A BLACK LOWE PROFILE 5 STAR BASE #16HP SINGLE UPH UPH: UF - BRISA DISTRESSED - MOCCASIN, GRADE 5 VIAINC **Tag For** 12. PO-03 CH-01			
96 **CHAIR SI1540 PILLOW** - CHAIR SI1540 PILLOW Upholstery 6112: Brisa Distressed - Moccasin 535-3871 Colour 306: NATURAL OAK WOOD FINISH Glides option TS0410: PLASTIC GLIDES FOR WOODEN LEGS ANDREUWORL **Tag For** 12. PO-03 CH-06	2	889.00	1,778.00
Sub Total			22,902.09
TAX EXEMPT			0.00
Total			**22,902.09**
13. WSKT-01			
97 **X-FCMT** - AMQ Activ Soft Cable Management with Zip Close Light Grey AMQSOLUTIO **Tag For** 13. WSKT-01 CMT	2	66.05	132.10
98 **APS2B** - Activ2.0Base, 2 Stage **Depth:** 29.00000 **Base Finish:** Paint F2 - White **Leg:** T-Leg **Caster or Glide:** Glides AMQSOLUTIO **Tag For** 13. WSKT-01 AP-29-T	2	442.75	885.50
99 **CRWDL** - Cabinet- Hinged Left **Size Option:** Modular **Depth:** 18.87500 **Width:** 12.00000 **Height:** 54.12500 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Keys:** Key Plug **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME	1	544.39	544.39

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
99 **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Interior Configuration:** Coat Hooks **Shelf Option:** No Shelf STEELCASE **Tag For** 13. WSKT-01 WR/54.125/18.875/L			
100 **CRWDR** - Cabinet- Hinged Right **Size Option:** Modular **Depth:** 18.87500 **Width:** 12.00000 **Height:** 54.12500 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Keys:** Key Plug **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Interior Configuration:** Coat Hooks **Shelf Option:** No Shelf STEELCASE **Tag For** 13. WSKT-01 WR/54.125/18.875/R	1	544.39	544.39
101 **LOCKFR** - FIELD INSTALLED LOCK PLUGS & KEYS, FR **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Key:** KEY SPECIFIC 2-405 2-406 STEELCASE **Tag For** 13. WSKT-01	4	N/C	N/C
102 **CRCT** - Common Top, Worksurface **Depth:** 18.87500 **Width:** 30.50000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet	2	60.66	121.32

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
102 STEELCASE **Tag For** 13. WSKT-01 CT/18.875/30.5			
103 **CRCT** - Common Top, Worksurface **Depth:** 29.00000 **Width:** 70.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 13. WSKT-01 CT/29/70	2	116.30	232.60
104 **TS748THF** - Frame, Horizontal package, Thin, 48W **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE **Tag For** 13. WSKT-01 48/54	1	46.52	46.52
105 **TS760THF** - Frame, Horizontal package, Thin, 60W **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE	1	59.33	59.33

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
105 **Tag For** 13. WSKT-01 60/54			
106 **TS730THF** - Frame-Horizontal package, Thin, 30W **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **1OMIT1KO:** OMIT 1 SIDE / KNOCKOUT 1 SIDE **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE **Tag For** 13. WSKT-01 30/54	2	35.55	71.10
107 **TS754TEPJ** - Junction-End of run, Thin, 54H **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **SMTH PNT:** *UPRIGHT:SMOOTH PAINT **4242:** MILK SMOOTH STEELCASE **Tag For** 13. WSKT-01 E54	3	43.91	131.73
108 **TS754TIPJ** - Junction-In line, Thin, 54H STEELCASE **Tag For** 13. WSKT-01 I54	1	31.10	31.10
109 **TS754WPJ** - Junction-Wall start, 54H STEELCASE **Tag For** 13. WSKT-01 WS54	3	91.48	274.44
110 **TS74830LSF** - Panel skin, Laminate, Floor, 48H x 30W **SURFACE:** 2TH2 FAWN CYPRESS (HPL) **TRIM:** 4242 MILK SMOOTH **GRAINDIR:** *OPT:GRAIN DIRECTION **HORZ:** HORIZONTAL STEELCASE	2	219.02	438.04

Accepted by_____ Title_____ Date_____

Description		Quantity	Unit Price	Extended Price
110	**Tag For** 13. WSKT-01			
111	**TS74830TK** - Panel skin-Tackable acoustical, 48H x 30W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** STD:HORIZONTAL APPLICATION STEELCASE **Tag For** 13. WSKT-01	2	88.34	176.68
112	**TS74848TK** - Panel skin-Tackable acoustical, 48H x 48W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** STD:HORIZONTAL APPLICATION STEELCASE **Tag For** 13. WSKT-01	2	116.83	233.66
113	**TS74860TK** - Panel skin-Tackable acoustical, 48H x 60W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** STD:HORIZONTAL APPLICATION STEELCASE **Tag For** 13. WSKT-01	2	134.08	268.16
114	**CRPD2HBBF** - Pedestal-2-High,Box/Box/File **Size Option:** Modular **Depth:** 18.87500 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Keys:** Key Plug **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Counterweight:** With Counterweight STEELCASE **Tag For** 13. WSKT-01 BBF/2/18.875	2	371.68	743.36
115	**YS88** - Yes series task chair Cover: Back; Neighborhood, Sawtelle #5301 Seat - Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 13. WSKT-01 CH-03	2	402.27	804.54

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
116 **KR200** - Adjustable arm kit OFFICEMAST **Tag For** CH-03	2	54.09	108.18
117 **ST400F** - ST series guest chair - Cover: Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 13. WSKT-01 CH-07	2	141.36	282.72
Sub Total			6,129.86
TAX EXEMPT			0.00
Total			**6,129.86**
14. WSKT-03			
118 **3FSNLINEAR** - AMQ 3F Screens Linear **Width:** 68.00000 **Height:** 23.00000 **Screen Finish:** Verve FC3 - Ash AMQSOLUTIO **Tag For** 14. WSKT-03 PS/23/68	41	192.61	7,897.01
119 **3FSNSLEEVEBKT** - AMQ 3F Screens Sleeve Bracket **Bracket Finish:** Paint F2 - White AMQSOLUTIO **Tag For** 14. WSKT-03	41	33.66	1,380.06
120 **X-FCMT** - AMQ Activ Soft Cable Management with Zip Close Light Grey AMQSOLUTIO **Tag For** 14. WSKT-03 CMT	41	66.05	2,708.05
121 **APS2B** - Activ2.0Base, 2 Stage **Depth:** 29.00000 **Base Finish:** Paint F2 - White **Leg:** T-Leg **Caster or Glide:** Glides AMQSOLUTIO **Tag For** 14. WSKT-03 AP-29-T	41	442.75	18,152.75
122 **CRWDL** - Cabinet- Hinged Left **Size Option:** Modular **Depth:** 18.87500	23	544.39	12,520.97

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
122 **Width:** 12.00000 **Height:** 54.12500 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Keys:** Key Plug **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Interior Configuration:** Coat Hooks **Shelf Option:** No Shelf STEELCASE **Tag For** 14. WSKT-03 WR/54.125/18.875/L			
123 **CRWDR** - Cabinet- Hinged Right **Size Option:** Modular **Depth:** 18.87500 **Width:** 12.00000 **Height:** 54.12500 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Keys:** Key Plug **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Interior Configuration:** Coat Hooks **Shelf Option:** No Shelf STEELCASE **Tag For** 14. WSKT-03 WR/54.125/18.875/R	18	544.39	9,799.02
124 **LOCKFR** - FIELD INSTALLED LOCK PLUGS & KEYS, FR **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Key:** KEY SPECIFIC 2-407 2-408 2-409 2-410 2-411 2-412 2-413	82	N/C	N/C

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
124 2-414 2-415 2-416 2-417 2-418 2-419 2-420 2-421 2-422 2-423 2-424 2-425 2-426 2-427 2-428 2-429 2-430 2-431 2-432 2-433 2-434 2-435 2-436 2-437 2-438 2-439 2-440 2-441 2-442 2-443 2-444 2-445 2-446 2-447 STEELCASE **Tag For** 14. WSKT-03			
125 **UCANT** - Cantilever, On module application, 16W x 13D **Basic Finish:** SMOOTH PAINT 4242 - Milk STEELCASE **Tag For** 14. WSKT-03 CANT	41	50.00	2,050.00
126 **CRCT** - Common Top, Worksurface **Depth:** 18.87500 **Width:** 52.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS	41	85.77	3,516.57

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
126	**Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 14. WSKT-03 CT/18.875/52			
127	**CRCT** - Common Top, Worksurface **Depth:** 29.00000 **Width:** 70.00000 **Top Surface Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Thickness - Worksurface:** 1.12500 **Grommet Location:** No Grommet STEELCASE **Tag For** 14. WSKT-03 CT/29/70	41	116.30	4,768.30
128	**TS748THF** - Frame, Horizontal package, Thin, 48W **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE **Tag For** 14. WSKT-03 48/30	10	46.52	465.20
129	**TS748THF** - Frame, Horizontal package, Thin, 48W **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION	36	46.52	1,674.72

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
129 **NO TRAY:** NO BASE TRAY STEELCASE **Tag For** 14. WSKT-03 48/54			
130 **TS772THF** - Frame, Horizontal package, Thin, 72W **BASIC:** 4242 MILK SMOOTH **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **NO TRAY:** NO CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **NO TRAY:** NO BASE TRAY STEELCASE **Tag For** 14. WSKT-03 72/54	30	81.55	2,446.50
131 **TS754TEPJ** - Junction-End of run, Thin, 54H **TRIM:** *OPT:TRIM PACKAGE **OMIT:** OMIT TRIM STEELCASE **Tag For** 14. WSKT-03 E54-O	10	20.65	206.50
132 **TS754TEPJ** - Junction-End of run, Thin, 54H **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **SMTH PNT:** *UPRIGHT:SMOOTH PAINT **4242:** MILK SMOOTH STEELCASE **Tag For** 14. WSKT-03 E54	30	43.91	1,317.30
133 **TS730TIPJ** - Junction-In line, Thin, 30H STEELCASE **Tag For** 14. WSKT-03 I30	5	31.10	155.50
134 **TS754TIPJ** - Junction-In line, Thin, 54H STEELCASE	18	31.10	559.80

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
134 **Tag For** 14. WSKT-03 I54			
135 **TS735TCLJ** - Junction-L, Change of height, Thin, 30 to 54 **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **SMTH PNT:** *UPRIGHT:SMOOTH PAINT **4242:** MILK SMOOTH STEELCASE **Tag For** 14. WSKT-03 L30-54	2	96.44	192.88
136 **TS7353TCTJ** - Junction-T, Change of height, Thin, 30 to 54 to 30 **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **SMTH PNT:** *UPRIGHT:SMOOTH PAINT **4242:** MILK SMOOTH STEELCASE **Tag For** 14. WSKT-03 T30-54-30	4	122.06	488.24
137 **TS754WPJ** - Junction-Wall start, 54H STEELCASE **Tag For** 14. WSKT-03 WS54	2	91.48	182.96
138 **TS754TXPJ** - Junction-X, Thin, 54H **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **SMTH PNT:** *UPRIGHT:SMOOTH PAINT **4242:** MILK SMOOTH STEELCASE **Tag For** 14. WSKT-03 X54	12	68.74	824.88
139 **TS7PK48X** - Kit-Power, 3+1, 48W STEELCASE **Tag For** 14. WSKT-03 PK/48	30	88.34	2,650.20
140 **TS7PT48X** - Kit-Power, 3+1, Pass through, 48W STEELCASE	13	70.83	920.79

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
140	**Tag For** 14. WSKT-03 PT/48			
141	**TS72448TK** - Panel skin-Tackable acoustical, 24H x 48W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** STD:HORIZONTAL APPLICATION STEELCASE **Tag For** 14. WSKT-03	20	70.57	1,411.40
142	**TS74848TK** - Panel skin-Tackable acoustical, 48H x 48W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** STD:HORIZONTAL APPLICATION STEELCASE **Tag For** 14. WSKT-03	72	116.83	8,411.76
143	**TS74872TK** - Panel skin-Tackable acoustical, 48H x 72W **SURFACE:** 5FA4 BLUFF **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** HORIZONTAL APPLICATION ONLY STEELCASE **Tag For** 14. WSKT-03	60	146.10	8,766.00
144	**CRPD2HBBF** - Pedestal-2-High,Box/Box/File **Size Option:** Modular **Depth:** 18.87500 **Case Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Headset Finish:** Woodgrain LPL 2TL2 - FAWN CYPRESS (LPL) **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Keys:** Key Plug **Pull:** Contemporary Pull **Pull Finish:** Silver 9212 - SILVER **Counterweight:** With Counterweight STEELCASE **Tag For** 14. WSKT-03 BBF/2/18.875	41	371.68	15,238.88
145	**TS76BPX** - Power infeed, 3+1, 6L in ft **PLASTIC:** 6009 ARCTIC WHITE STEELCASE	7	110.03	770.21

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
145	**Tag For** 14. WSKT-03 BPI/6			
146	**TS71SSX** - Receptacle-System ground, Line 1, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **WCNTRLSTMP:** With Controlled Stamp STEELCASE **Tag For** 14. WSKT-03	21	19.34	406.14
147	**TS72SSX** - Receptacle-System ground, Line 2, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **WCNTRLSTMP:** With Controlled Stamp STEELCASE **Tag For** 14. WSKT-03	20	19.34	386.80
148	**TS73SSX** - Receptacle-System ground, Line 3, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **NOSTAMP:** STD:No Stamp STEELCASE **Tag For** 14. WSKT-03	21	18.03	378.63
149	**TS74SSX** - Receptacle-System ground, Line 4, 3+1 **PLASTIC:** 6009 ARCTIC WHITE **CSTMPOPT:** *OPT:Controlled Stamp Option **NOSTAMP:** STD:No Stamp STEELCASE **Tag For** 14. WSKT-03	20	18.03	360.60
150	**TS7SCSPT** - Screen-Single Connect, Straight, Split, Answer application **Size:** Modular **Height:** 54.00000 **Height - Connected Panel:** 54.00000 **Width - Left:** 73.50000 **Width - Right:** 73.50000 **Surface Finish:** Textured Woodgrain HPL 2TH2 - Fawn Cypress **Edge Finish:** Plastic - PG1 6T02 - FAWN CYPRESS **Grain Direction:** Horizontal	10	1,416.85	14,168.50

Accepted by_____Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
150 **Cover Finish:** Smooth Paint 4242 - Milk **Office Set:** NONE STEELCASE **Tag For** 14. WSKT-03 BS73.5/73.5/53.702-S			
151 **YS88** - Yes series task chair Cover: Back; Neighborhood, Sawtelle #5301 Seat - Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 14. WSKT-03 CH-03	41	402.27	16,493.07
152 **KR200** - Adjustable arm kit OFFICEMAST **Tag For** CH-03	41	54.09	2,217.69
Sub Total			143,887.88
TAX EXEMPT			0.00
Total			**143,887.88**
15. Sm Conf 314			
153 **CR48108** - Rectangle Top 48"D x 108"W, 2-pieces **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **K:** One Pwr/Data Cut-out, Centered ENWORK **Tag For** 15. Sm Conf 314 TA-11B	1	801.82	801.82
154 **FDU48108** - Foundation Panel Base Kit with Trough for 48/54"x 108" Rectangle/Rounded Tops **Material and Trim:** **LN:** Laminate (no Aluminum Trim) **K:** Formica Aged Ash (8844-WR) **Base Width:** **W:** 6" Base Width **Trough Height:** **E:** 8" Trough Height ENWORK **Tag For** 15. Sm Conf 314 TA-11B	1	1,543.64	1,543.64
155 **PDE422** - Ellora Double, 4 pwr/2 data openings/2 USB A+C, cutout 9.81" x 8.0"	1	714.18	714.18

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
155 **Connectivity:** **C:** 10' Power Cords x2 **Color Selection:** **AW:** Clear Aluminum w/ White Interior ENWORK **Tag For** 15. Sm Conf 314 TA-11B			
156 **PDBHD** - HDMI Corded Coupler, 18" Patch Cord **Color Selection:** **R:** Black ENWORK **Tag For** 15. Sm Conf 314 TA-11B	1	53.82	53.82
157 **ST400F** - ST series guest chair - Cover: Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 15. Sm Conf 314 CH-07	8	141.36	1,130.88
Sub Total			4,244.34
TAX EXEMPT			0.00
Total			**4,244.34**
16. Med Conf 341			
158 **CR48120** - Rectangle Top 48"D x 120"W, 2-pieces **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **K:** One Pwr/Data Cut-out, Centered Table ENWORK **Tag For** 16. Med Conf 341 TA-11A	1	801.82	801.82
159 **FDU48120** - Foundation Panel Base Kit with Trough for 48/54"x 120" Rectangle/Rounded Tops **Material and Trim:** **LN:** Laminate (no Aluminum Trim) **K:** Formica Aged Ash (8844-WR) **Base Width:** **W:** 6" Base Width **Trough Height:** **E:** 8" Trough Height	1	1,543.64	1,543.64

Accepted by_____Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
159	Table ENWORK **Tag For** 16. Med Conf 341 TA-11A			
160	**PDE422** - Ellora Double, 4 pwr/2 data openings/2 USB A+C, cutout 9.81" x 8.0" **Connectivity:** **C:** 10' Power Cords x2 **Color Selection:** **AW:** Clear Aluminum w/ White Interior Table ENWORK **Tag For** 16. Med Conf 341 TA-11A	1	714.18	714.18
161	**PDBHD** - HDMI Corded Coupler, 18" Patch Cord **Color Selection:** **R:** Black Table ENWORK **Tag For** 16. Med Conf 341 TA-11A	1	53.82	53.82
162	**YS88** - Yes series task chair Cover: Back; Neighborhood, Sawtelle #5301 Seat - Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** 16. Med Conf 341 CH-03	10	402.27	4,022.70
163	**KR200** - Adjustable arm kit OFFICEMAST **Tag For** CH-03	10	54.09	540.90
	Sub Total			7,677.06
	TAX EXEMPT			0.00
	Total			**7,677.06**
	17. Huddle 347			
164	**106612** - Irons Flip Top Training Table, Natural Oak, 57", Charcoal Legs POPPINFURN **Tag For** 17. Huddle 347 TA-02	1	611.70	611.70
	Sub Total			611.70
	TAX EXEMPT			0.00
	Total			**611.70**

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Description	Quantity	Unit Price	Extended Price
18. Med Conf 348			
165 **CR48120** - Rectangle Top 48"D x 120"W, 2-pieces **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **K:** One Pwr/Data Cut-out, Centered ENWORK **Tag For** 18. Med Conf 348 TA-11A	1	801.82	801.82
166 **FDU48120** - Foundation Panel Base Kit with Trough for 48/54"x 120" Rectangle/Rounded Tops **Material and Trim:** **LN:** Laminate (no Aluminum Trim) **K:** Formica Aged Ash (8844-WR) **Base Width:** **W:** 6" Base Width **Trough Height:** **E:** 8" Trough Height ENWORK **Tag For** 18. Med Conf 348 TA-11A	1	1,543.64	1,543.64
167 **PDE422** - Ellora Double, 4 pwr/2 data openings/2 USB A+C, cutout 9.81" x 8.0" **Connectivity:** **C:** 10' Power Cords x2 **Color Selection:** **AW:** Clear Aluminum w/ White Interior ENWORK **Tag For** 18. Med Conf 348 TA-11A	1	714.18	714.18
168 **PDBHD** - HDMI Corded Coupler, 18" Patch Cord **Color Selection:** **R:** Black ENWORK **Tag For** 18. Med Conf 348 TA-11A	1	53.82	53.82
169 **YS88** - Yes series task chair Cover: Back; Neighborhood, Sawtelle #5301 Seat - Grade 3 XOX Forever 3703 OFFICEMAST	10	402.27	4,022.70

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Description	Quantity	Unit Price	Extended Price
169 **Tag For** 18. Med Conf 348 CH-03			
170 **KR200** - Adjustable arm kit OFFICEMAST **Tag For** CH-03	10	54.09	540.90
Sub Total			7,677.06
TAX EXEMPT			0.00
Total			**7,677.06**
19. Wellness 357			
171 **5901-W 5901** - Mayland Lounge, Wood Frame Features: Frame Finish: BE0105 Natural Beech Upholstery: G1 / Mayer / Outback / Dove / Full Unit ENCORESEAT **Tag For** 19. Wellness 357 CH-08	1	1,541.82	1,541.82
172 **HANS PT** - Hans side table 14"D x 17.5"H Painted finish: Sand DAVISFURTU **Tag For** 19. Wellness 357 TA-15	1	563.64	563.64
Sub Total			2,105.46
TAX EXEMPT			0.00
Total			**2,105.46**
20. Med Conf 366			
173 **CR48120** - Rectangle Top 48"D x 120"W, 2-pieces **Finish and Edge:** **A:** Standard Laminate - 3mm Edge **K:** Formica Aged Ash (8844-WR) **Cable Management:** **K:** One Pwr/Data Cut-out, Centered ENWORK **Tag For** 20. Med Conf 366 TA-11A	1	801.82	801.82
174 **FDU48120** - Foundation Panel Base Kit with Trough for 48/54"x 120" Rectangle/Rounded Tops **Material and Trim:** **LN:** Laminate (no Aluminum Trim) **K:** Formica Aged Ash (8844-WR) **Base Width:**	1	1,543.64	1,543.64

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Description	Quantity	Unit Price	Extended Price
174 **W:** 6" Base Width **Trough Height:** **E:** 8" Trough Height ENWORK **Tag For** 20. Med Conf 366 TA-11A			
175 **PDE422** - Ellora Double, 4 pwr/2 data openings/2 USB A+C, cutout 9.81" x 8.0" **Connectivity:** **C:** 10' Power Cords x2 **Color Selection:** **AW:** Clear Aluminum w/ White Interior ENWORK **Tag For** 20. Med Conf 366 TA-11A	1	714.18	714.18
176 **PDBHD** - HDMI Corded Coupler, 18" Patch Cord **Color Selection:** **R:** Black ENWORK **Tag For** 20. Med Conf 366 TA-11A	1	53.82	53.82
Sub Total			3,113.46
TAX EXEMPT			0.00
Total			**3,113.46**
21. Storage Open Office 315			
177 **TRA RG-C702** - Trace Lat File,3 Drw,36Wx18-1/4Dx39-7/8H SC-Milk 3-Dwr c-wt. Factory Installed Metal Top Full Pull Square Front UM Standard Series Lock - Flat Black GREATOPENI **Tag For** 21. Storage Open Office 315 STR-03A	3	705.99	2,117.97
Sub Total			2,117.97
TAX EXEMPT			0.00
Total			**2,117.97**
22. Storage 363 / 364			
178 **RG-C602** - Trace Lat File,3 Drw,30Wx18-1/4Dx39-7/8H 12 SC-Milk 3-Dwr c-wt. Factory Installed Metal Top Full Pull Square Front	4	666.72	2,666.88

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NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Description	Quantity	Unit Price	Extended Price
178 UM Standard Series Lock - Flat Black GREATOPENI **Tag For** 22. Storage 363 / 364 STR-03			
Sub Total			2,666.88
TAX EXEMPT			0.00
Total			**2,666.88**
179 **4-3122-CBL** - FireKing Classic Lateral File Cabinet - 1-Hour Fire-Rated & High Security - 2, 3, or 4 Drawers - 11 Colors exterior dimensions: 52 3/4 H x 31 3/16 W x 22 1/8 D Black FIREKINGIN	1	6,806.50	6,806.50
180 **Tariffs/Freight (FEE)**	1	12,892.50	12,892.50
193 **HOUR(S)** - Technical Design Time TANGRAM	15	125.00	1,875.00
Quotation Totals			
Sub Total			343,426.85
TAX EXEMPT			0.00
Grand Total			**343,426.85**

End of Quotation

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Quotation 18896

Quote Date 04/20/26
mm/dd/yy
Project 16741
Customer 99
Terms CASH BEFORE ORDER
Account Representative Lauren Ghizzoni (LJ)

Quote To

City of Celina
100 North Colorado Street
Celina TX 75009

Ship To

City of Celina
100 North Colorado Street
Celina TX 75009

Sales Location TANGRAM DALLAS

Thank you for the opportunity to provide this quote.

This quote is valid for 30 days only.

Please sign and return with PO# to expedite order placement.

All product is made to order. No changes or cancellations after order placement. No returns.
As you review your quotation, please be advised that the commercial interiors industry is experiencing disruptive supply chain issues challenges re:labor availability, and commodity shortages (ex. lumber, steel, resins, microchips, and adhesives).

This could extend the lead times or delivery or your order.

We are proactively bringing this to your attention to keep you informed and to help you make business decisions to adjust your orders or projects as needed.

Client is responsible for proper care and cleaning of products. Please consult your Tangram representative for further information on appropriate cleaning procedures. Products whose materiality or appearance is affected by improper use of cleaning agents will not be covered by manufacturer warranty.

For questions concerning this quote, please contact:
Contact: Lauren Ghizzoni
Sales
lghizzoni@tangraminteriors.com
+1 (978) 804-6391

	Description	Quantity	Unit Price	Extended Price
	Employee Pantry 409			
1	**3272.TBT15TS4848TH29** - Parallon Base, Disc Base, For 48" Square Tabletop, 29" Height **Base Finish Selection:** **BF01:** Silver **Foot Style Option:** **LS18:** Fixed / Glides	4	275.07	1,100.28

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	Description	Quantity	Unit Price	Extended Price
1	SITONIT **Tag For** TA-18			
2	**3271.TBT15.TS4848** - Parallon Tabletop, Disc Base, 48" Square **Laminate Grade Selection:** **GR1:** Grade 1 Laminate **TL24:** Folkstone Grey **TE5:** Flat Edge SITONIT **Tag For** TA-18	4	222.39	889.56
3	**3272.TBT15TS3636TH29** - Parallon Base, Disc Base, For 36" Square Tabletop, 29" Height **Base Finish Selection:** **BF01:** Silver **Foot Style Option:** **LS18:** Fixed / Glides Sit On It Parallon Tables (tops and bases) SITONIT **Tag For** TA-19	6	275.07	1,650.42
4	**3271.TBT15.TS3636** - Parallon Tabletop, Disc Base, 36" Square **Laminate Grade Selection:** **GR1:** Grade 1 Laminate **TL24:** Folkstone Grey **TE5:** Flat Edge Sit On It Parallon Tables (tops and bases) SITONIT **Tag For** TA-19	6	186.11	1,116.66
5	**ST400F** - ST series guest chair - Cover: Grade 3 XOX Forever 3703 OFFICEMAST **Tag For** CH-07	28	141.36	3,958.08
	Sub Total			8,715.00
	TAX EXEMPT			0.00
	Total			**8,715.00**
	Pre-Function 430			
6	**7054** - Hoom Lounge Chair, 4-Leg Wood Base Features: Base Finish: AS0305 White Oak on Ash	4	1,095.45	4,381.80

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	Description	Quantity	Unit Price	Extended Price
6	Upholstery: G6 / DesignTex / Dapple / Shoji / Full Unit ENCORESEAT **Tag For** CH-05			
7	**3272.TBT4.TR3636TH16** - Parallon Base, X-Base, For 36" Round Tabletop, 16" Height **Base Finish Selection:** **BF01:** Silver **Foot Style Option:** **LS18:** Fixed / Glides Sit On It Parallon Coffee Tables (Top and Bases) SITONIT **Tag For** TA-05	2	162.80	325.60
8	**3271.TBT4.TR3636** - Parallon Tabletop, X-Base, 36" Round **Laminate Grade Selection:** **GR1:** Grade 1 Laminate **TL24:** Folkstone Grey **TE5:** Flat Edge Sit On It Parallon Coffee Tables (Top and Bases) SITONIT **Tag For** TA-05	2	186.11	372.22
	Sub Total			5,079.62
	TAX EXEMPT			0.00
	Total			**5,079.62**
	Multi Purpose 431			
9	**106612** - Irons Flip Top Training Table, Natural Oak, 57", Charcoal Legs POPPINFURN **Tag For** TA-02	46	611.70	28,138.20
10	**ST400F** - ST series guest chair - Cover: Grade 3 XOX Soulmate 3704 OFFICEMAST **Tag For** CH-07A	92	141.36	13,005.12
11	**LK-PDO2224** - Lok open unit podium #LK-PDO-2224 No Grommet Fawn laminate Black casters JASPERSEAT **Tag For** LC-01	1	751.82	751.82

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TEL: 562.365.5000
FAX: 562.777.9742
WWW.TANGRAMINTERIORS.COM

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Description		Quantity	Unit Price	Extended Price
Sub Total				41,895.14
TAX EXEMPT				0.00
Total				**41,895.14**
12	**Tariff/Surcharge (FEE)**	1	8,050.00	8,050.00
19	**HOUR(S)** - Technical Design Time TANGRAM	8	125.00	1,000.00
Quotation Totals				
Sub Total				64,739.76
TAX EXEMPT				0.00
Grand Total				**64,739.76**

End of Quotation

Accepted by_____Title_____ Date_____

tangram™

9200 SORENSEN AVENUE
SANTA FE SPRINGS, CA 90670
TEL: 562.365.5000
FAX: 562.777.9742
WWW.TANGRAMINTERIORS.COM

NEWPORT BEACH 949.955.6700 | BAKERSFIELD 661.397.5300 | FRESNO 559.275.4111 | DALLAS 214.902.7200

Quotation 18999

Quote Date 04/20/26
mm/dd/yy
Customer 99
Terms CASH BEFORE ORDER
Account Representative Lauren Ghizzoni (LJ)

Quote To

City of Celina
100 North Colorado Street
Celina TX 75009

Ship To

City of Celina
100 North Colorado Street
Celina TX 75009

Sales Location TANGRAM DALLAS

Thank you for the opportunity to provide this quote.

This quote is valid for 30 days only.

Please sign and return with PO# to expedite order placement.

All product is made to order. No changes or cancellations after order placement. No returns.
As you review your quotation, please be advised that the commercial interiors industry is experiencing disruptive supply chain issues challenges re:labor availability, and commodity shortages (ex. lumber, steel, resins, microchips, and adhesives).

This could extend the lead times or delivery or your order.

We are proactively bringing this to your attention to keep you informed and to help you make business decisions to adjust your orders or projects as needed.

Client is responsible for proper care and cleaning of products. Please consult your Tangram representative for further information on appropriate cleaning procedures. Products whose materiality or appearance is affected by improper use of cleaning agents will not be covered by manufacturer warranty.

For questions concerning this quote, please contact:
Contact: Lauren Ghizzoni
Sales
lghizzoni@tangraminteriors.com
+1 (978) 804-6391

	Description	Quantity	Unit Price	Extended Price
1	**TANGRAM TO RECEIVE, DELIVER AND INSTALL DURING NORMAL BUSINESS HOURS, FREE AND CLEAR ACCESS WITH ELEVATOR I NO STAIR CARRY. (FEE)**	1	136,135.00	136,135.00

Quotation Totals

Sub Total	136,135.00
TAX EXEMPT	0.00
Grand Total	**136,135.00**

End of Quotation

Accepted by_____ Title_____ Date_____

Event Number	2025-039 Addendum 1	**Organization**	City of Celina eBid
Event Title	Furniture for the Downtow	**Workgroup**	Purchasing
Event Type	RFP		
Issue Date	9/12/2025 09:57:31 PM (CT)		
Close Date	10/7/2025 10:00:00 AM (CT)		

Responding Supplier	City	State	Response Submitted	Lines Responded	Total Cost 315 Points	Finacial Stability 20 Points	Ability to Meet Objectives 50 Points	Qualifications 50 Points	Resources of Proposer 50 Points	Product Proposed / Quality 315 Points	Past Performance & Experience 100 Points	Environmental Sustainability 10 Points	Ability to service Warranty claims 40 Points	Obsolence Policy 50 Points	Total Possible Points 1000
BHC Office Solutions, Inc.	Addison	TX	10/7/2025 08:32:39 AM (CT)	131	234.46	14.00	38.00	35.00	32.00	220.00	65.00	2.00	34.00	25.00	699.46
Blue Box LLC	McKinney	TX	10/2/2025 09:21:02 AM (CT)	89	315.00	12.00	20.00	25.00	30.00	230.00	88.00	2.00	32.00	25.00	779.00
Spencer and Company (Mary Sp	Dallas	TX	10/7/2025 09:27:36 AM (CT)	134	222.46	18.00	44.00	50.00	44.00	240.00	90.00	8.00	30.00	35.00	781.46
wilson bauhaus interiors, llc	Dallas	TX	10/7/2025 07:38:23 AM (CT)	133	213.18	18.00	45.00	44.00	43.00	260.00	90.00	9.00	36.00	38.00	796.18
Tangram Interiors (New Tangra	Santa Fe Springs	CA	10/6/2025 05:31:55 PM (CT)	129	231.40	20.00	48.00	48.00	50.00	285.00	96.00	10.00	38.00	45.00	871.40

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

Life Connected.

City Manager's Office
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: May 12, 2026

Agenda Item:
Consider and act to approve a work authorization for project management services from Johnson, Mirmirian & Thompson, Inc. (JMT), for the preparation of five design packages for various downtown streets in an amount not to exceed $1,737,374.26. (Brawner)

Background Information:
In June 2025, the Celina City Council held an annual strategic retreat. As part of the resulting Strategic Plan, the Council provided staff direction to prioritize the reconstruction of Downtown roads in the 2026–2030 Capital Improvement Program (CIP). On December 9, 2025, staff presented to City Council a discussion on the construction of downtown streets. Halff and Associates was hired to determine the cost of converting all downtown streets to concrete. These cost estimates include reconstructing all water, sewer, and storm drainage systems for downtown streets. Halff determined that the downtown streets could be constructed in 13 different projects. The total cost of the projects is approximately $237 million. This cost assumes a five percent (5%) annual cost increase over 13 years.

The City also hired BGE, Inc. to begin implementing a GIS-based asset management program. The first phase of this project involved analyzing the existing street network. BGE evaluated the existing street network and developed a weighted average for the roadway system. This data was used to determine what would be required to improve the city's existing asphalt streets to a PCI of 70 or better within five years. As part of the downtown analysis, staff used BGE data to improve all existing downtown asphalt streets to a PCI of 70 or better within 5 years.

In February 2026, staff presented the summary of findings from Halff & Associates to the City Council. Council directed staff to allocate the necessary resources to complete the reconstruction of downtown in seven (7) to ten (10) years. Council approved the 2026-2030 Capital Improvement Plan at the March 10, 2026, Council meeting.

Staff evaluated the existing resources and the Council's requested timeline. Due to the limitations of existing staff, JMT was selected to provide project management throughout the design process. For the next two years, JMT will serve as an extension of staff and will manage the design process. The City will have one staff engineer to manage the projects with assistance from JMT on scope development, plan review, utility coordination, public meeting involvement, and bid preparation. JMT expects to allocate 4–5 design professionals to manage the expected design review. They will review the 30 percent plans, 60 percent plans, 90 percent plans, and the bid set. JMT will facilitate monthly and quarterly updates between City staff and the multiple design firms involved in the process and monthly meetings for utility coordination with the various utility companies.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Proposed Work Authorization
3. Downtown Celina Street Reconstruction Overview
4. Downtown Drainage Master Plan
5. 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 contract as presented.



Downtown Streets Project Mgmt

Design Award

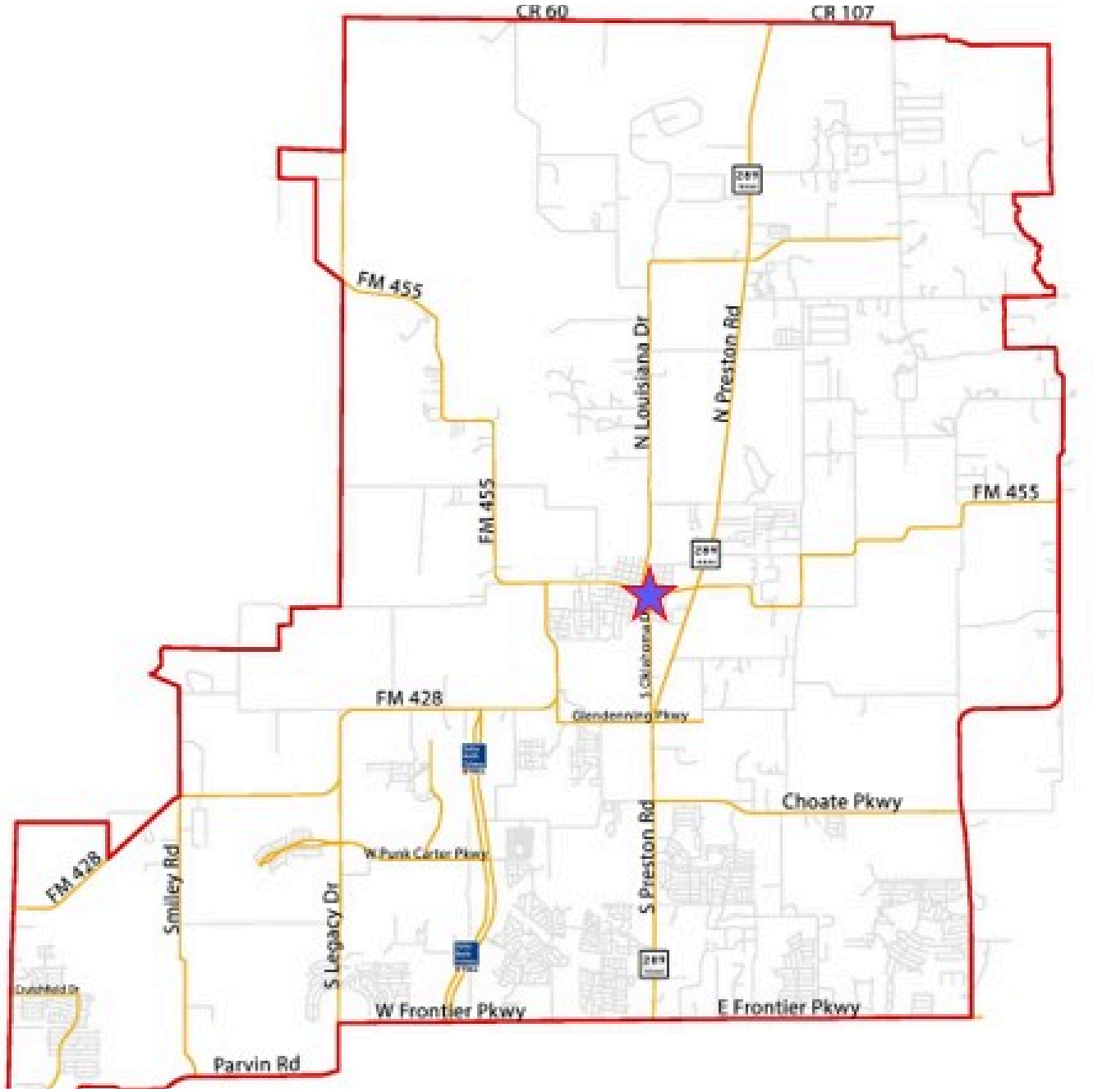
May 12, 2026

Kimberly Brawner, P.E., PTOE

Assistant City Manager

Location Map

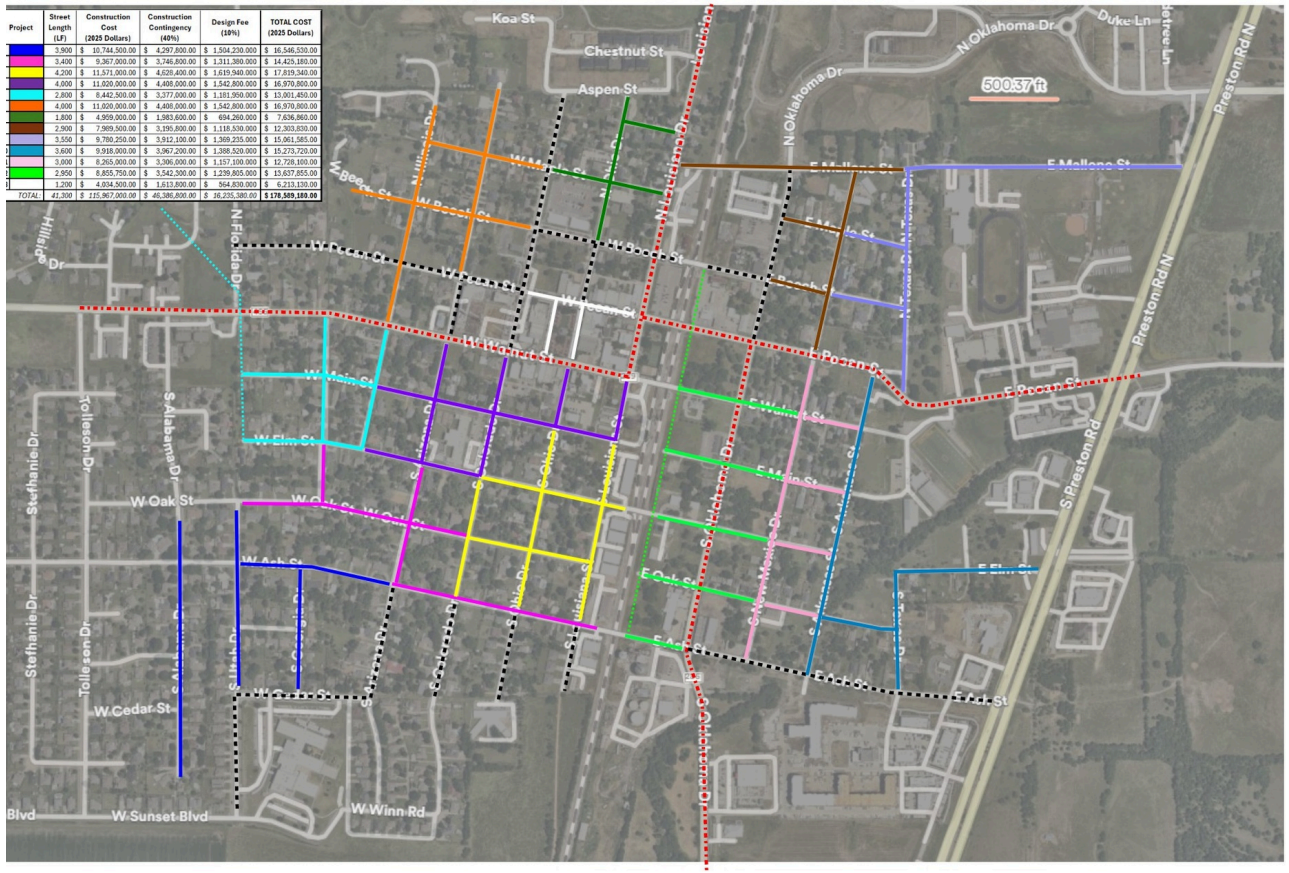
Downtown Streets



Background - Council Directives

- ☆ 6/2025 - Strategic goal set to prioritize the reconstruction of Downtown roads in the 2026–2030 Capital Improvement Program (CIP).
- ☆ 2/2026 - Staff presented Downtown Street Program
- ☆ 3/2026 - Council approved 2026-2030 CIP which allocated ~$87M for downtown streets
- ☆ 5/2026 - Staff met with JMT to discuss strategy to complete ~$11M in design within 24 months

Background - FY 2026 Projects



☆ Construction

- ☆ Pecan Street - Arizona to Florida
- ☆ Illinois - Walnut to Pecan Street
- ☆ S Ohio - south end to Ash
- ☆ S Louisiana - south end to Ash

☆ Design

- ☆ City will contract with JMT to provide project coordination
- ☆ City will contract with 3-5 design firms to prepare 5 design packages

Scope of Work

A | Develop schedule to meet council objectives

B | Serves as design firms 1st point of contact

C | Provide initial review of 30%, 60%, 90%, and bid set of plans for up to five bid packages

D | Coordinate monthly meetings with utility companies, design firms & staff representative(s)

E | Coordinate quarterly program meetings with all design firms



Fee Summary

A | Develop design schedule

B | Prepare design contracts for 5 bid packages

C | Provide 30%, 60%, 90%, and Bid set review within 24 months

D | Provide project coordination

E | Total $1,737,374.28



Thank You!

EXHIBIT 1 - WORK AUTHORIZATION

MAPS #	2025-016	MAPS Date:	03/12/2025

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

Project Name:	Downtown Program Management		
Task Order #		**Task Order Date:**	4/23/26
Project #	na	**Purchase Order#:**	
Contractor Representative:	Anthony Simmons	**Owner Representative:**	Kimberly Brawner

INVOICE SUBMITTAL

Billing Period:	Monthly – for the full month (1-31)
Submission Date:	Submit Invoices by the 10th of each month.
Invoice Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov & Engineers@celina-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include PO number, billing period, and project name

OWNER OPTIONAL INFORMATION:

1. **Work 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/Deliverable:** **Attach as Exhibit A**
2. **Compensation:** **Attach as Exhibit A**
3. **Timeline / Schedule:** **Attach as Exhibit A**

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

Johnson, Mirmiran & Thompson Inc.

Trevor L. Castilla

Signature

Trevor L. Castilla, PE, Senior Vice President

Printed Name & Title

4/24/2026

Date

April 27, 2026

Kimberly Brawner
Assistant City Manager – Public Services
City of Celina
142 N. Ohio St
Celina, TX 75009

RE: Downtown Roadway Program Management

Dear Ms. Brawner:

Johnson, Mirmiran & Thompson, Inc. (JMT) is pleased to submit a Fee Proposal for Program Management focused on downtown roadway capital improvement projects and the projected 5-year CIP planning and budgeting effort.

Project Summary:

Our designated staff will assist in providing Program Management for the Downtown Roadway projects listed on the attached map by way of the following Scope of Work:

1. Oversight of 3 drainage basins and highlighted roads.
2. Oversight of up to 5 design/engineering firms producing the design documents for each project.
3. Each engineering firm will be responsible for SUE services, JMT will oversee.
4. JMT will facilitate monthly utility coordination meetings with franchise utility companies and the design firms.
5. Provide QA/QC design reviews for progress sets for each project package, up to 5 project drawing packages.
6. Approximately 24 months of services duration, completion determined by delivery all 5 drawing sets complete to the owner ready for bids. Reviews include 30%, 60%, 90% progress and bid set.
7. Maintain consistent communication and provide monthly program-level status reports.
8. Attend Quarterly Program meetings and Monthly Basin Meetings with Staff to update progress and provide a list of action items (or as needed based on program requirements).
9. Attend Public Meetings as needed for the project and program success. Anticipated frequency is 2 public meetings per package; at 30% and 90% progress.
10. Attend coordination meetings with design team(s) and City departments as needed for completion of each drawing package.
11. Coordinate with each design consultant to produce design schedules and maintain overall program schedule based upon design consultant's progress.

12. Coordinate with each design consultant to maintain program design fee budget, as well as other consultants' costs as they become available.

Assumptions:

JMT is providing this proposal based on the following assumptions:

1. Construction phase support such as Bidding and Negotiation and Construction Administration may be accomplished in the future by way of a new proposal and scope.
2. Design schedules for each consultant anticipated to be tapered in waterfall timetable so as to have efficient demands on PM and City teams for progress and completion reviews.
3. Each design firm is to be responsible for maintaining the utility conflict matrix relevant to their project(s).
4. City to provide design manual and/or checklist used for reviews as well as construction standards.
5. Public meetings to be announced and hosted by City and/or design consultants, JMT to attend with up to 3 staff members to support and facilitate presentation by each design firm.
6. JMT will host Bluebeam sessions for each drawing package review.

Professional Services Fees

Based on the Fee Schedule attached and itemized below, we propose a time and material contract with a fee of $1,737,374.28 for the services described.

Should additional work be required, or if the scope of work is changed, additional time will be billed at our standard rates as listed in the Master Services Agreement.

We appreciate this opportunity to provide you with our proposal, and we look forward to discussing it with you to confirm that it aligns with your requirements. If you have any questions or need further information, please do not hesitate to contact me at 214-600-1847 or asimmons@jmt.com.

Very truly yours,

Johnson, Mirmiran & Thompson, Inc.



Anthony R. Simmons, CCM
Assoc. Vice President

Enclosures – Fee Schedule

Cc: Trevor L. Castilla, PE, CFM,
Vice President

Exhibit A - Compensation

ITEM	DESCRIPTION	Principal in Charge	Senior PM	Program Manager	Project Engineer	Senior Design Tech	Design Engineer	COSTS
Hourly Rate		$280.00	$270.00	$253.00	$221.70	$199.50	$183.00	
	Hours	624.00	1248.00	1456.00	499.20	2080.00	915.20	6822.40
Downtown Roadway Program Management	24 Months July 2026-July2028	$174,720.00	$336,960.00	$368,368.00	$110,672.64	$414,960.00	$167,481.60	$1,688,602.24
	Oversee design engineering							
	Hold coordination meetings							
	Maintain design review schedule							
	Review drawings							
	Communicate with City's appointee							
	Oversee delivery of drawings for bid							
	Communicate with design firms and subconsultants							
	Miscellaneous Expenses, estimated at 2% of Fees							$33,772.04
	Subtotal	$174,720.00	$336,960.00	$368,368.00	$110,672.64	$414,960.00	$167,481.60	
	TOTAL FEE							**$1,737,374.28**

Project		Street Length (LF)	Construction Cost (2025 Dollars)	Construction Contingency (40%)	Design Fee (10%)	TOTAL COST (2025 Dollars)
1		3,900	$ 10,744,500.00	$ 4,297,800.00	$ 1,504,230.000	$ 16,546,530.00
2		3,400	$ 9,367,000.00	$ 3,746,800.00	$ 1,311,380.000	$ 14,425,180.00
3		4,200	$ 11,571,000.00	$ 4,628,400.00	$ 1,619,940.000	$ 17,819,340.00
4		4,000	$ 11,020,000.00	$ 4,408,000.00	$ 1,542,800.000	$ 16,970,800.00
5		2,800	$ 8,442,500.00	$ 3,377,000.00	$ 1,181,950.000	$ 13,001,450.00
6		4,000	$ 11,020,000.00	$ 4,408,000.00	$ 1,542,800.000	$ 16,970,800.00
7		1,800	$ 4,959,000.00	$ 1,983,600.00	$ 694,260.000	$ 7,636,860.00
8		2,900	$ 7,989,500.00	$ 3,195,800.00	$ 1,118,530.000	$ 12,303,830.00
9		3,550	$ 9,780,250.00	$ 3,912,100.00	$ 1,369,235.000	$ 15,061,585.00
10		3,600	$ 9,918,000.00	$ 3,967,200.00	$ 1,388,520.000	$ 15,273,720.00
11		3,000	$ 8,265,000.00	$ 3,306,000.00	$ 1,157,100.000	$ 12,728,100.00
12		2,950	$ 8,855,750.00	$ 3,542,300.00	$ 1,239,805.000	$ 13,637,855.00
13		1,200	$ 4,034,500.00	$ 1,613,800.00	$ 564,830.000	$ 6,213,130.00
	TOTAL:	*41,300*	*$ 115,967,000.00*	*$ 46,386,800.00*	*$ 16,235,380.00*	**$ 178,589,180.00**

Project		Street Length (LF)	Construction Cost (2025 Dollars)	Construction Contingency (40%)	Design Fee (10%)	TOTAL COST (2025 Dollars)
1		3,900	$ 10,744,500.00	$ 4,297,800.00	$ 1,504,230.000	$ 16,546,530.00
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7		1,800	$ 4,959,000.00	$ 1,983,600.00	$ 694,260.000	$ 7,636,860.00
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13		1,200	$ 4,034,500.00	$ 1,613,800.00	$ 564,830.000	$ 6,213,130.00
	TOTAL:	*41,300*	*$ 115,967,000.00*	*$ 46,386,800.00*	*$ 16,235,380.00*	**$ 178,589,180.00**

Storm Sewer Improvements Project Legend

South Elm Basin Projects

1. Sunset-Trunk Project
2. Alabama Project
3. Utah-Georgia Project
4. Arizona-Colorado Project
5. Ohio-Louisiana Project

North Elm Basin Projects

6. Lakeview West Project
7. Lakeview East Project
8. Beech Project
9. Illinois Project
10. Arizona Project
11. Malone Project

Doe Branch Basin Projects

12. Oklahoma Project
13. Ash West Project
14. Arkansas Project
15. Oak West Project
16. Oak East Project
17. Elm Project
18. Bobcat Project
19. Pecan Project

CITY OF CELINA

STORM SEWER SYSTEM RECOMMENDED IMPROVEMENTS

LEGEND

Existing Structures

- Existing Storm Sewer To Remain in Place
- Existing Culverts

South Elm Projects

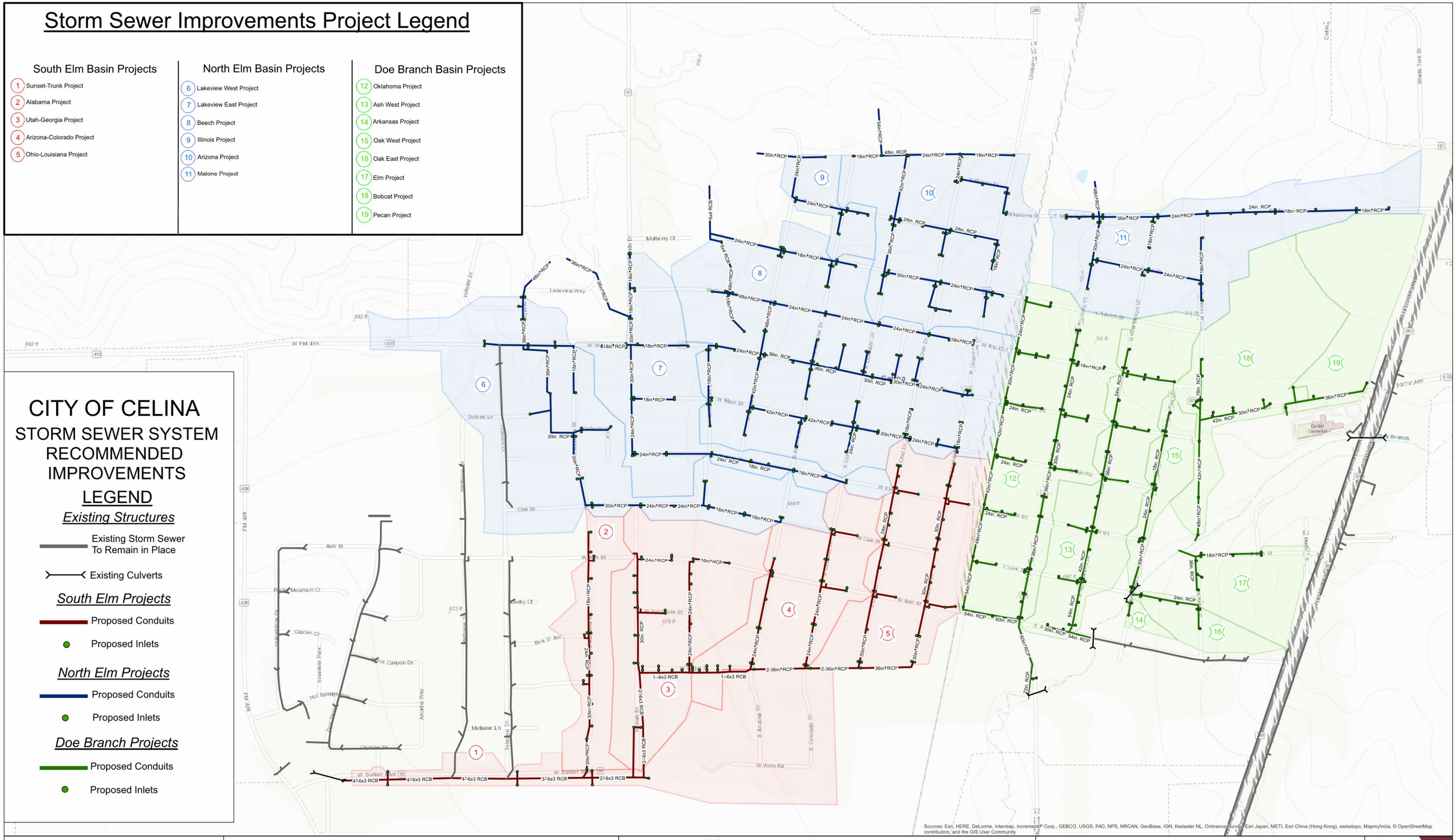
- Proposed Conduits
- Proposed Inlets

North Elm Projects

- Proposed Conduits
- Proposed Inlets

Doe Branch Projects

- Proposed Conduits
- Proposed Inlets



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

JOB NO.: 16087600
DATE: DECEMBER 2017
DESIGNED BY: ACD
DRAWN BY: ACD

N

300 0 300 600 900 Feet

CELINA TEXAS EST. 1876

CITY OF CELINA
CELINA, TEXAS
STORM SEWER
FIGURE 10-1

3010 Gaylord Parkway
Suite 190
Frisco, TX 75034
(972) 377-7480

GARVER

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:
2026-1456964

Date Filed:
05/04/2026

Date Acknowledged:
05/04/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Johnson, Mirmiran & Thompson, Inc. (JMT)
Hunt Valley, MD 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.
2025-016 Work Authorization #3
Owner's Representative Services - Downtown Program Management

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Johnson, Mirmiran & Thompson Employee Stock Ownership	Hunt Valley, MD United States	X	
Blair, Michael J	Hunt Valley, MD United States	X	
Smulovitz, Richard	Hunt Valley, MD United States	X	
Natale, Matthew C	Hunt Valley, MD United States	X	
Coyne, David J	Hunt Valley, MD 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)

The Celina Purchasing Department has Received and Acknowledged this Form 1295 as required by Texas Government Code, Section 2252.908. Forms are acknowledged through the Ethics Commission website, and the final acknowledged form does not include a signature. The original document is on file in the bid folder and includes the required signature.

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

Life Connected.

Finance (Purchasing)
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Karla Stovall, Assistant City Manager
CC: Robert Ranc, City Manager
Date: May 12, 2026

Agenda Item:
Discussion and consideration of all matters incident and related to the issuance and sale of "City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2026", including the adoption of an Ordinance authorizing the issuance of such certificates of obligation, establishing parameters for the sale of such certificates of obligation and delegating certain matters to an authorized official of the City. (Stovall)

Background Information:

In accordance with the City Council directive from March 10, 2026, staff has begun the issuance process $140.5 million in Certificates of Obligation to fund the 2026 Capital Improvement Program. The proceeds are designated for various essential municipal needs, with $75 million allocated to general government projects such as streets, public safety, facilities, information technology, and parks, while $65.5 million is dedicated to water and wastewater utility infrastructure. To insure all projects presented during the February 10, 2026, City Council meeting remain fully funded, the total authorized issuance is set at a maximum of $145.0 million. This additional capacity provides contingency to protect against adverse market movements and to cover the necessary costs of issuance.

The City has successfully completed all preparatory milestones leading up to the May 12th target date, including meeting mandatory publication requirements and conducting formal reviews with Moody's and Standard and Poor's rating agencies. The materials provided for this agenda item include the draft authorizing Ordinance and the Paying Agent/Registrar Agreement. While staff expects to provide final pricing information during the meeting, the documentation also includes a parameter ordinance to ensure the City can adapt to potential financial market volatility.

This parameter Ordinance grants the City the necessary flexibility to move into a day-to-day pricing mode in coordination with the City's financial advisor, Hilltop Securities, should market conditions prove unfavorable on the day of the sale. By authorizing the City Manager or the

Director of Finance to act as the pricing officer within specific established limits, the City can finalize the bond sale at the most advantageous time without requiring a postponement to a future council meeting. This proactive approach ensures that the 2026 infrastructure projects proceed on schedule while securing the most favorable interest rates for the community.

Legal Review:
Bond Counsel has completed their legal review.

Supporting Documents:
1. Staff Presentation
2. Ordinance
3. Exhibit A

Financial Consideration:
This issuance will provide for the funding of the 2026 Capital Improvement Program approved by City Council in February 2026.

Staff Recommendation:
Staff recommends approval.



CITY COUNCIL MEETING

CERTIFICATES OF OBLIGATION BONDS - 2026

ISSUANCE

May 12, 2026

Issuance of Certificates of Obligation Bonds



- The sale is scheduled for the morning of May 12th, and it will be presented to city council at their meeting later that evening.
- 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 include Facilities, Public Safety, Parks, Information Technology, Roadway and Water/Wastewater Utilities

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 $10mm for CDC projects

Credit Rating Profile

- Moody's: "Aa1 stable " rating
- S&P: "AA" rating



Questions?

ORDINANCE NO. 2026-[__]

AN ORDINANCE authorizing the issuance of "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026"; specifying the terms and features of said certificates; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City's combined waterworks and sewer system; providing the terms and conditions of such certificates of obligation and resolving other matters incident and relating to the issuance, payment, security and delivery of said certificates of obligation; delegating matters relating to the sale and issuance of such certificates to an authorized City official; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation (the "Notice") in the maximum principal amount of $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; has been (a) duly published in the *Celina Record*, a newspaper hereby found and determined to be of general circulation in the City of Celina, Texas, on March 13, 2026 and March 20, 2026, the date the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates and (b) duly published continuously on the City's website for at least forty-five (45) days before the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, the Notice was duly published on the City's website starting on March 16, 2026 and has been continuously published on the City's website to the date hereof; and

WHEREAS, the City Council hereby finds and determines that the time period for qualified voters of the City to submit a petition as authorized by Section 271.049, Texas Local Government Code has remained open from the date of the adoption of the resolution authorizing the giving of the Notice to the date hereof; and

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least 5% of the qualified electors of the City, has been presented to or filed with the Mayor, City Secretary, Assistant City Secretary or any other official of the City on or prior to the date of the passage of this ordinance; and

WHEREAS, the Council by this ordinance, in accordance with the provisions of Texas Government Code, Chapter 1371, as amended ("Chapter 1371"), delegates to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of the Certificates to be issued and to negotiate the terms of sale thereof, with such amount and terms of sale, among other information and terms, to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer; now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in an amount not to exceed the aggregate original principal amount hereinafter set forth to be designated and bear the title "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026" or such other designation as specified in the Pricing Certificate (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, improving, renovating and equipping parking structures for City-owned facilities, including the acquisition of land and rights-of-way therefor, (ii) designing, constructing, improving, remodeling, renovating and equipping an administrative office building housing the government functions of the City and a related parking structure, including the acquisition of land and rights-of-way therefor, (iii) acquiring, designing, constructing, equipping and improving fire-fighting facilities, including the acquisition of land and rights-of-way therefor, (iv) acquiring and installing wireless communication and information technology system equipment and software, (v) acquiring, constructing, improving, remodeling, renovating and equipping park and recreation facilities that are generally accessible to the public and are part of the municipal park and recreation system, including the acquisition of land and rights-of-way therefor, (vi) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (vii) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (viii) improving, remodeling, renovating and equipping an existing 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, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended, and Chapter 1371.

SECTION 2: Fully Registered Obligations – Authorized Denominations – Stated Maturities – Certificate Date. The Certificates are issuable in fully registered form only; shall be dated as provided in the Pricing Certificate (the "Certificate Date") and shall be in denominations of $5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on a date certain in each of the years (the "Stated Maturities") and in principal amounts and bear interest at the per annum rates in accordance with the details of the Certificates as provided in the Pricing Certificate.

The Certificates shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months), and

such interest shall be payable in each year, on the dates and commencing on the date, set forth in the Pricing Certificate.

SECTION 3: Delegation of Authority to Pricing Officer. (a) As authorized by Chapter 1371, the City Manager or the Director of Finance of the City (either a "Pricing Officer") is hereby authorized to act on behalf of the City in selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance determining the aggregate principal amount of the Certificates, the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, the price at which the Certificates will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Certificates will accrue, the interest payment dates, the record date, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the terms of any bond insurance applicable to the Certificates, any modification of the continuing disclosure undertaking contained in Section 36 hereof as may be required by the purchasers of the Certificates in connection with any amendments to Rule 15c2-12, and all other matters relating to the issuance, sale and delivery of the Certificates, all of which shall be specified in the Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Certificates shall not exceed $145,000,000;

(ii) the maximum true interest cost for the Certificates shall not exceed 5.25%; and

(iii) the maximum maturity date of the Certificates shall not exceed September 1, 2051.

The execution of the Pricing Certificate shall evidence the sale date of the Certificates by the City to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the City's interest costs associated with the Certificates, then the Pricing Officer is authorized, in connection with effecting the sale of the Certificates, to make the selection of the municipal bond insurance company for the Certificates (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy in support of the Certificates. The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy and to execute any documents to affect the issuance of such policy by the Insurer.

(b) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The delegation made hereby shall expire if not exercised by the Pricing Officer within six (6) months of the date of the adoption of this Ordinance. The Certificates shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

SECTION 4: Terms of Payment Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of the Paying Agent/Registrar for the Certificates shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Pricing Officer or the Mayor or Mayor Pro Tem are each hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first-class, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates, shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices as provided in the Pricing Certificate, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (which shall be set forth in the Pricing Certificate) and shall be paid by the Paying Agent/Registrar (i) by check sent United States mail, first-class, postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the Initial Certificate(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the Initial Certificate(s) authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first-class, postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be “Predecessor Certificates”, evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term “Predecessor Certificates” shall include any mutilated, lost, destroyed or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 20 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained herein relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" System, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City decides to discontinue use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary or Assistant City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), executed by facsimile or manually by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount with principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1, or (ii) as multiple fully registered certificates with one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and

upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificate(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and to be completed and modified with the information set forth in the Pricing Certificate and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution or determined by the Pricing Officer. The Pricing Officer shall set forth the final and controlling forms and terms of the Certificates. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates and the Initial Certificate(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificates.

REGISTERED NO. _____ REGISTERED $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CELINA, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2026

Certificate Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
_____, 2026	_____%	_____ __, 20__	_____

Registered Owner:

Principal Amount: DOLLARS

The City of Celina (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____ and _____ in each year, commencing _____, 20____, until maturity **[**or prior redemption**]**. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of $[_____] (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, improving, renovating and equipping parking structures for City-owned facilities, including the acquisition of land and rights-of-way therefor, (ii) designing, constructing, improving, remodeling, renovating and equipping an administrative office building housing the government functions of the City and a related parking structure, including the acquisition of land and rights-of-way therefor, (iii) acquiring, designing, constructing, equipping and improving fire-fighting facilities, including the acquisition of land and rights-of-way therefor, (iv) acquiring and installing wireless communication and information technology system equipment and software, (v) acquiring, constructing, improving, remodeling, renovating and equipping park and recreation facilities that are generally accessible to the public and are part of the municipal park and recreation system, including the acquisition of land and rights-of-way therefor, (vi) constructing and improving streets, including drainage, landscaping,

curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (vii) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (viii) improving, remodeling, renovating and equipping an existing 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, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and Texas Government Code, Chapter 1371, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

[The Certificates maturing on the date hereinafter identified (collectively, the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the mandatory redemption date on the respective dates and in principal amounts as follows:

The particular Term Certificates of a stated maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a stated maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like stated maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.**]**

[The Certificates maturing on and after _____, 20__ may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if in part by lot by the Paying Agent/Registrar), on _____, 20__ or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States mail, first-class, postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and

subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received or such prerequisite is not satisfied, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.**]**

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and from a limited pledge of the Net Revenues of the City's combined Waterworks and Sewer System (the "System"), such pledge being limited to an amount of $1,000 and being junior and subordinate to the lien on and pledge of such Net Revenues securing the payment of the Prior Lien Obligations (identified and defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations without limitation as to principal amount but subject to any applicable terms, conditions or restrictions under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the owner or holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the

rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates as aforestated. In case any provision in this Certificate shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF CELINA, TEXAS

_____
[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

_____
[City Secretary][Assistant City Secretary]

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate(s) only.

REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER)
OF PUBLIC ACCOUNTS) REGISTER NO. _____
THE STATE OF TEXAS)

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
[Acting] Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar located in _____, _____, is the "Designated Payment/Transfer Office" for this Certificate.

_____ BANK, ____, Texas,

as Paying Agent/Registrar

Registration Date:

_____ By _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____
_____
_____
(Social Security or other identifying number _____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____
_____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

_____
Signature guaranteed:

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

(f) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

Heading and first paragraph shall be modified to read as follows:

REGISTERED NO. T-1 REGISTERED $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CELINA, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2026

Certificate Date: _____, 2026

Registered Owner:

Principal Amount:

The City of Celina (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named

above, or the registered assigns thereof, the Principal Amount hereinabove stated on _____ in each of the years and in principal installments in accordance with the following schedule:

Year of Stated Maturity	Principal Amount ($)	Interest Rate (%)

(Information to be inserted from the Pricing Certificate).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the date of delivery to the initial purchaser at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____ and _____ of each year, commencing _____, 20___, until maturity or prior redemption. Principal installments of this Certificate are payable on the Stated Maturity dates or on a redemption date to the registered owner hereof by _____, _____, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in ____, _____, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the _____ day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Obligations" shall mean tax and revenue obligations hereafter issued which by their terms are payable from ad valorem taxes and additionally payable from and secured by a parity lien on and pledge of the Net Revenues of the System of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

(b) The term "Certificates" shall mean the "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026" authorized by this Ordinance.

(c) The term "Certificate Fund" shall mean the special fund created and established under the provisions of Section 11 of this Ordinance.

(d) The term “Collection Date” shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(e) The term “Fiscal Year” shall mean the annual financial accounting period used with respect to the operations of the System now ending on September 30th of each year; provided, however, the City Council may change, by ordinance duly passed, such annual financial accounting period to end on another date if such change is found and determined to be necessary for budgetary or other fiscal purposes.

(f) Unless otherwise modified by the Pricing Officer, the term “Government Securities” shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

(g) The term “Gross Revenues” shall mean, with respect to the System and for any defined period, all income and revenues derived from the operation and ownership of the System, excluding, however, meter deposits, gifts, grants in aid of construction and similar kinds of receipts and moneys restricted as to use or expenditure.

(h) The term “Net Revenues” shall mean, with respect to the System and for any defined period, the Gross Revenues of the System after deducting the System’s Operating and Maintenance Expenses.

(i) The term “Operating and Maintenance Expenses” shall mean, for any defined period, all current expenses and costs of operating and maintaining the System, including all salaries, labor, materials and repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any Certificates or obligations payable from and secured by a lien on the Net Revenues of the System, shall be deducted in determining “Net Revenues”. Depreciation and payments into and out of the funds maintained for the payment of the Prior Lien Obligations and similar funds maintained for the payment of obligations payable from and secured by a lien on and pledge of the Net Revenues shall never be considered as Operating and Maintenance Expenses.

(j) The term “Outstanding” when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 21 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 20 hereof.

(k) The term "Prior Lien Obligations" shall mean (A) all revenue bonds or other obligations hereafter issued, payable solely from and secured only by a lien on and pledge of the Net Revenues of the System, and (B) obligations now outstanding and hereafter issued which by the terms of this Ordinance and the ordinances authorizing their issuance have a prior right and claim on the Net Revenues of the System to the claim and right securing the payment of the Certificates.

(l) The term "System" shall mean all plants, properties and facilities owned, operated and maintained by the City for the supply, storage and distribution of treated water and the collection, treatment and disposal of water-carried wastes, together with all future improvements, extensions, enlargements and additions thereto and replacements thereof.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2026 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), and all moneys deposited to the credit of such fund shall be shall be kept and maintained in a special banking account at the City's depository bank. The Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, City Secretary and Assistant City Secretary, individually or collectively, of the City are hereby authorized and directed to make withdrawals from said fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds" and the City's investment policy; provided that all such investments shall be made in such a manner that the money required to be expended from said fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax on each one hundred dollars' valuation of taxable property in said City, within the limitations prescribed by law, adequate to pay such Debt Service Requirements while the Certificates remain Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and

applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates (or a sinking fund of 2% if greater than the amount due and payable on the Certificates) between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 13: Limited Pledge of Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, the Net Revenues of the System in an amount equal to $1,000 are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates, and the limited pledge of $1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System (until such time as the City shall pay all of such $1,000, after which time the pledge shall cease) in accordance with the terms and provisions hereof. Furthermore, such lien on and pledge of the Net Revenues securing the payment of the Certificates shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Texas Government Code, Chapter 1208, as amended ("Chapter 1208").

Chapter 1208 applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of the Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of the Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: System Fund. The City covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "System Fund" (hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

> First: To the payment of all necessary and reasonable Operating and Maintenance Expenses of the System as defined herein or required by statute to be a first charge on and claim against the revenues thereof.
>
> Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinance(s) authorizing the issuance of Prior Lien Obligations.
>
> Third: To the payment, equally and ratably, of the amounts pledged to the payment of the Certificates, the "City of Celina, Texas Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2021A" (the "Series 2021A Certificates") and Additional Obligations, if any.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues of the System in the System Fund, the amount of Net Revenues of the System pledged to the payment of the Certificates.

The City covenants and agrees that the amount of pledged Net Revenues of the System ($1,000), together with other lawfully available revenues appropriated by the City for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Subchapter C of Chapter 271, as amended.

(b) Other than for the payment of the Prior Lien Obligations, the Series 2021A Certificates and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

SECTION 18: Issuance of Prior Lien Obligations and Additional Parity Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue obligations payable, in whole or in part, from the Net Revenues of the System and, to the extent provided, secured by a lien on and pledge of the Net Revenues of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

SECTION 19: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinance(s) authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinance(s) authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 20: Mutilated - Destroyed - Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 21: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System (to the extent such pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Certificates shall no longer be regarded to be outstanding or unpaid. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Certificates, to call for redemption, at an earlier date those Certificates which have been defeased to their maturity date, if the City (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Certificates for redemption; (ii) gives notice of the reservation of that right to the Owners immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the

Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 22: Ordinance a Contract - Amendments. This Ordinance, together with the Pricing Certificate, shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City while any Certificates remain Outstanding except as permitted in this Section and in Section 36 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 23: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"*Computation Date*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"*Investment*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"*Rebate Amount*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Regulations*" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"*Yield*" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or

improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038 G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, the general fund, or other appropriate fund or, if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form

8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager and Director of Finance, individually or collectively, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 24: Sale of Certificates – Official Statement Approval. The Certificates authorized by this Ordinance are to be sold by the City to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the "Purchase Contract"), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City, as the act and deed of this Council, and to make a determination as to whether the terms are in the City's best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Certificates;

2. The details of any public offering of the Certificates by the Purchasers, if any;

3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Certificates and the City's Rule 15c2-12 compliance, if applicable;

4. A security deposit for the Certificates, if any;

5. The representations and warranties of the City to the Purchasers;

6. The details of the delivery of, and payment for, the Certificates;

7. The Purchasers' obligations under the Purchase Contract;

8. The certain conditions to the obligations of the City under the Purchase Contract;

9. Termination of the Purchase Contract;

10. Particular covenants of the City;

11. The survival of representations made in the Purchase Contract;

12. The payment of any expenses relating to the Purchase Contract;

13. Notices; and

14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Certificates.

The Mayor or Mayor Pro Tem and City Secretary or Assistant City Secretary of the City and the Pricing Officer are each further authorized and directed to deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement prepared in connection with the offering of the Certificates by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by such officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 25: Proceeds of Sale. The proceeds of sale of the Certificates, excluding accrued interest, if any, received from the Purchasers, and amounts to pay costs of issuance and any additional proceeds to be deposited to the Certificate Fund as specified in the Pricing Certificate, shall be deposited in a construction fund maintained at a depository bank of the City. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted by Texas Government Code, Section 2256.015 et seq., as amended, and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Accrued interest, if any, received from the Purchasers as well as any surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 26: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchaser.

SECTION 27: Notices to Holders Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class, postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 28: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 29: Bond Counsel's Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION 30: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 31: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 32: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 33: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 34: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 35: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 36: Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in the year stated in the Pricing Certificate, financial information and operating data with respect to the City of the general type of information contained in the Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) within twelve months after the end of each fiscal year ending in the year stated in the Pricing Certificate, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available within 12 months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;
(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;
(4) Unscheduled draws on credit enhancements reflecting financial difficulties;
(5) Substitution of credit or liquidity providers, or their failure to perform;
(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
(7) Modifications to rights of holders of the Certificates, if material;
(8) Certificate calls, if material, and tender offers;
(9) Defeasances;
(10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
(11) Rating changes;
(12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City's financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable

provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 37: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, City Secretary and Assistant City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, City Secretary, Assistant City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 40: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 41: Effective Date. This Ordinance shall take effect and be in full force from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of page left blank intentionally]

PASSED AND ADOPTED, this May 12, 2026.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2026 (this "Agreement"), by and between _____, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the City of Celina, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Celina, Texas Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2026" (the "Securities"), dated _____, 2026, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2026; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE
APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO
DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Authorizing Document" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

"Bank Office" means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

"Responsible Officer", when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any

other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE
PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

_____
_____
_____
_____

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR
REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other

information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE
THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Notwithstanding anything contained herein, the representations and covenants contained in Section 6.12 hereof shall survive the termination of this Agreement until the statute of limitations has run.

Section 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other

affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on the following page of such officer's internet website:

https://comptroller.texas.gov/purchasing/publications/divestment.php

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

_____ BANK

By:_____

Title: _____

Address: _____

_____

CITY OF CELINA, TEXAS

By: _____
_____ and Pricing Officer

Address: 142 N. Ohio Street
Celina, Texas 75009

Life Connected.

City Manager'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: May 12, 2026

Agenda Item:
Consider and act to elect a Mayor Pro Tem and Deputy Mayor Pro Tem. (Owens)

Background Information:
The City's Home Rule Charter provides for one of the City Council Members to be elected as Mayor Pro Tem and one to be elected as Deputy Mayor Pro Tem. These officers will perform the duties of the Mayor in the absence of the Mayor and/or Mayor Pro Tem, and shall be vested with all the powers and responsibilities belonging to the Mayor.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends the City Council elect one Mayor Pro Tem and one Deputy Mayor Pro Tem.



Mayor Pro Tem and Deputy Mayor Pro Tem

May 12, 2026

City Secretary's Office



Mayor Pro Tem and Deputy Mayor Pro Tem

The City's Home Rule Charter provides for one Council Member to be elected as Mayor Pro Tem and one as Deputy Mayor Pro Tem.

These officers will perform the duties of Mayor and Mayor Pro Tem in their absence.



Thank You!