MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS

THE STATE OF TEXAS §

COUNTY OF COLLIN §

OLD CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 1 §

The Board of Directors (the "Board") of Old Celina Municipal Management District No. 1 (the "District") met in special session, open to the public, at 12400 Preston Road, Frisco, Texas 75033, an office of the District outside the boundaries of the District, on January 27, 2025, and the roll was called of the members of the Board to-wit:

Matthew Kiran	Chair
Scott Balch	Vice Chair
Charles Brown	Secretary
G.A. Moore, Jr.	Assistant Secretary
Matthew Gold	Assistant Secretary

All members of the Board were present at the commencement of the meeting with the exception of Director Moore, thus constituting a quorum. Also present were Ms. Brandi Galindo of Dye & Tovery, LLC ("Bookkeeper"); Ms. Amy Bieber, paralegal, of Winstead PC; and Mr. Rex Glendenning, a developer of lands within the District. Mr. Ryan Hafner, attorney, of Winstead PC, joined the meeting by telephone.

The meeting was called to order at 1:33 p.m.

1. The Board opened the meeting to public communication or comment. Hearing none, the Board closed the public comment section of the meeting.

2. The Board next acknowledged receipt of the Minutes from September 27, 2023, Board of Directors meeting. Following Brown discussion, Director Brown moved that the Board approve the Minutes as presented. Director Kiran seconded said motion, which carried unanimously.

3. The Board considered renewal of the District's insurance coverages, a copy of the summary of the proposal for which is attached hereto as Exhibit "A". Following a discussion, Director Kiran moved that the Board approve the renewal of District insurance coverages as presented. Director Brown seconded said motion, which carried unanimously.

4. The Board next recognized Mr. Glendenning, who presented to the Board a preliminary plan for the Shawnee Trail development within the District, noting that the development will be primarily retail with a multifamily residential component with Phase 1 to be complete within roughly 3 years. Mr. Glendenning also discussed with the Board the options for financing of the development and other portions of the District. No formal action was taken by the Board.

5. Consideration was next given to an Agreement for the Construction of Improvements and Reimbursement of Advances by and between the District and G-Man Development, LLC, a copy of which is attached hereto as Exhibit "B". Following a discussion, Director Kiran moved that the Board approve the agreement as presented. Director Brown seconded said motion, which carried unanimously.

6. In the absence of an engineer representative, the Board deferred action with regard to an engineer's report.

7. The Board next recognized Ms. Martinez, who presented to and reviewed with the Board a bookkeeping report dated January 27, 2025, a copy of which is attached hereto as Exhibit "C". Following a discussion, Director Brown moved that the Board (i) approve the Bookkeeper's report as presented; and (ii) authorize the payment of bills listed thereon. Director Gold seconded said motion, which carried unanimously.

8. The Board next recognized Mr. Hafner, who reviewed the District's current Investment Policy, dated February 11, 2021, with the Board. Mr. Hafner noted that an annual review of said Policy is required, and that no amendments to the Investment Policy are recommended by the District's legal counsel at this time. Next, Mr. Hafner presented to and reviewed with the Board a Resolution Acknowledging Annual Review of the Investment Policy and Investment Strategies, a copy of which is attached hereto as Exhibit "D". Following a discussion, Director Brown moved that the Board approve the Resolution as presented. Director Gold seconded said motion, which carried unanimously.

9. The Board next considered a Resolution Adopting Prevailing Wage Rate Scale for Construction Workers, a copy of which is attached hereto as Exhibit "E". Following a discussion, Director Brown moved that the Board approve the Resolution as presented. Director Gold seconded said motion, which carried unanimously.

10. The Board next considered a Resolution Designating Depositories and Establishing Investment Accounts for Deposit of District Funds, a copy of which is attached hereto as Exhibit "F". Following a discussion, Director Brown moved that the Board approve the Resolution as presented. Director Gold seconded said motion, which carried unanimously.

11. Consideration was next given to the supplemental agenda. Mr. Hafner presented to and reviewed with the Board copies of an Order Calling Director Election to be held on Saturday, May 3, 2025, a copy of which is attached hereto as Exhibit "G". Following a discussion, Director Kiran moved that the Board (i) approve and adopt the Order Calling Election as presented; and (ii) authorize the District's legal counsel to give notice of such election as required by law. Director Brown seconded said motion, which carried unanimously.

There being no further business to conduct, Director Brown moved that the meeting be adjourned at 2:21 p.m. Director Balch seconded said motion, which carried unanimously. The Board adjourned until further call.

[Signature page follows]

APPROVED AND ADOPTED this 21st day of April, 2025.

Charles Brown, Secretary
Board of Directors
Old Celina Municipal Management District No. 1

(DISTRICT SEAL)

OLD CELINA MMD NO. 1

PROPOSED EFFECTIVE DATE: 03/08/25

PREMIUM SUMMARY

COVERAGE	RENEWAL PREMIUM	LAST YEAR'S PREMIUM
GENERAL LIABILITY/HIRED & NON-OWNED AUTO	2,272.00	2,227.00
DIRECTORS AND OFFICERS	1,500.00	1,500.00
PUBLIC EMPLOYEE BLANKET CRIME	120.00	120.00
DIRECTOR'S BOND	175.00	175.00
TOTAL PREMIUM	**$4,067.00**	$4,022.00

McDonald & Wessendorff thanks you for your business.

*** Please note, the pool is for premise liability only – please make sure any lifeguards/management company provide their own liability insurance.**

** Please note this proposal does not include any property or boiler & machinery coverage. If the district purchases any facilities, or needs property coverage for the pool or ponds, please contact our office to issue a property policy.

*** * * OPTIONAL NEW COVERAGE(S) * * ***

OPTIONAL NEW COVERAGE	PREMIUM	ACCEPTED YES/NO
PROPERTY/BOILER	**Quotable**	
POLLUTION LIABILITY	**750.00**	
EXCESS LIABILITY	**1,000.00 / 1,700.00**	
BUSINESS TRAVEL ACCIDENT	**300.00**	
WORKERS COMPENSATION & EMPLOYERS LIABILITY	**198.00**	
LAW ENFORCEMENT LIABILITY - $1,000,000 LIMIT	**1,000.00**	
PEACE OFFICERS BOND # OF PEACE OFFICERS____	**35.00 Each (Subject to $50 Minimum)**	
CYBER LIABILITY	**Quotable**	
TOTAL PREMIUM FOR ACCEPTED OPTIONAL COVERAGE		

PLEASE REPORT ALL NEW FACILITIES OR PROPERTIES IMMEDIATELY TO MCDONALD & WESSENDORFF

PAYMENT IS DUE WITHIN 30 DAYS OF THE EFFECTIVE DATE TO AVOID CANCELLATION.

ACCEPTED BY: _____

PRINTED NAME & TITLE: _____

DATE: _____

FEDERAL TAX ID #: _____

WEB ADDRESS IF ANY: _____

Premiums quoted are valid for 30 days from proposed effective date.

All descriptions of proposed coverage's provided herein are intended as an outline of coverage and are necessarily brief. For specific wording concerning insuring agreements, definitions, conditions, terms and exclusions not listed, please read each policy carefully. Please contact our office if there are any questions.

AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS AND REIMBURSEMENT OF ADVANCES BETWEEN OLD CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 1 AND G-MAN DEVELOPMENT, LLC

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This Agreement for the Construction of Improvements and Reimbursement of Advances (the "Agreement") is made and entered into on the date last herein written by and between OLD CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 1, a political subdivision of the State of Texas, organized pursuant to the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution (together with any successors and assigns hereinafter referred to as the "District") and G-MAN DEVELOPMENT, LLC, a Texas limited liability company (together with any successors and assigns hereinafter referred to as the "Developer")

This Agreement is being executed by the District and Developer to set forth the terms and conditions under which Developer has advanced to-date, and may (but shall not be obligated to) advance funds for or on behalf of the District and/or to construct the certain improvements for or on behalf of the District, to serve or benefit the property within the District and the terms under which the District may purchase and maintain such improvements and/or the terms and conditions under which all of such costs expended by Developer shall be reimbursed by the District to the fullest extent allowed by law.

RECITALS

WHEREAS, the District is a body politic and corporate and a governmental agency of the State of Texas, operating under and governed by the provisions of V.T.C.A, Texas Special District Local Laws Code, Chapter 3919, as amended, (the "District Act") operating under and governed by certain provisions of Chapters 372 and 375, Texas Local Government Code, and certain provisions of Chapters 49 and 54 of the Texas Water Code, as amended, and Article XVI, Section 59; Article III, Section 52; and Article III, Section 52-a of the Texas Constitution to accomplish the purposes of the District; and

WHEREAS, in furtherance of such purposes, the District will require the construction of improvement projects as more fully described in Section 3919.102 of the District Act (the "Improvements") for the benefit of the District and the District is willing to construct and install such Improvements, but does not have funds on hand for such purpose at the present time. The District will also require and has required certain funds for the creation, administration, organization, operation and maintenance of the District and Improvements. The District has heretofore requested and will request that the Developer advance or cause to be advanced funds and/or construct certain Improvements for the benefit of the District so that the District may fulfill its purpose as a political subdivision of the State of Texas and lands within the District will be benefited. Therefore, the District has determined that it is in the best interest of the District to enter into this Agreement and request that the Developer advance or cause to be advanced funds to proceed with the construction of such Improvements as soon as is practicable; and

WHEREAS, the Developer, as the developer of approximately _____ acres of real

property located in Collin County, Texas, as more particularly described on Exhibit "A" (the “Property”), desires to develop or cause to be developed such Property or, in the future, purchase, sell or convey parcels thereof for development; and Developer may, subject to certain covenants and agreements of the District, advance and continue to advance or cause to be advanced funds to or on behalf of the District, for the purposes of (i) creating, validating and organizing the District (the “Organizational Costs”), (ii) planning, designing, engineering, constructing and installing the Improvements (“Improvement Costs”), and (iii) all operation, maintenance, administrative, planning, design, engineering, and contracting, director fees, legal fees, insurance and other ancillary costs and expenses related to the organization, operation, and administration of the District (the “O&M Costs”) and;

WHEREAS, the Developer is willing to finance or cause to be financed or has financed the costs of the construction of Improvements and such Organizational Costs, Improvement Costs, and O&M Costs or other valid District expenses, (collectively “District Costs”) either by constructing or causing the construction of Improvements for the benefit of the District, entering into contracts for or on behalf of the District or by making payments for or on behalf of the District under any such contracts entered into by the District, based upon the understanding that, at such time as the District is able to sell bonds using its best efforts for the purpose of paying District Costs (the "Bonds"), the District, upon funding of such sale, will purchase the Improvements at the Developer's cost and/or reimburse the Developer for funds advanced or caused to be advanced by the Developer to the District for any such Improvements, Organizational Costs, O&M Costs, or other expenditures on behalf of and benefiting the District, and the District will pay interest as further described in Section 2.02 hereof; and

WHEREAS, the Board of Directors of the District is cognizant of the advantages of proceeding with the construction of the Improvements prior to the sale of the Bonds, including: (1) interim growth in the District is expected to make the Bonds more marketable; (2) incremental increases in the District's tax or assessment base will enable the District to cope more easily with the resulting debt; and (3) in view of escalating construction costs, the District may save substantial amounts by having construction contracts awarded now rather than waiting until the Bonds are sold; and

WHEREAS, the District and the Developer desire to enter into this Agreement for the financing, construction, installation, and operation of the Improvements; and

WHEREAS, the District is willing to approve proceeding with construction of the Improvements, provided that the Developer advances or causes to be advanced all of the costs and assumes all risks of any delay in the sale of the Bonds until the District or City, as hereinafter defined, acquires the Improvements pursuant to Article III hereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the District and the Developer hereby contract and agree as follows:

ARTICLE 1

Construction of the Improvements

1.01. Design of the Improvements. All physical facilities to be constructed or acquired as a part of the Improvements shall be designed by the District Engineer or a qualified engineer selected or caused to be selected by the Developer. Such design shall be subject to the approval of all governmental agencies with jurisdiction, including, without limitation, the Texas Department of Health and Human Services, the Texas Commission on Environmental Quality (the "Commission"), any city within whose

corporate limits all or a portion of the District may be located, including the City of Celina, Texas (the "City"), and the County of Collin.

1.02. Construction and Acquisition of Improvements.

(a) The Improvements shall be constructed or caused to be constructed and all easements, equipment, materials, and supplies required in connection therewith may be acquired in the name of the District or the Developer; provided, however, all construction contracts, easements and other agreements shall contain provisions in a form satisfactory to the District's attorneys, to the effect that any contractor, materialman or other party to a construction contract, easement or other agreement awarded or entered into or caused to be awarded or entered into by the Developer on behalf of the District shall look solely to the Developer for payment of all sums coming due thereunder and that the District shall have no obligation whatsoever to any such party. In the event that the District is financially capable of constructing Improvements and paying the costs related to such Improvements without advances from the Developer, all construction contracts, easements and other agreements shall be entered into solely by the District by Board approval and contain provisions to the effect that any contractor, materialman or other party to a construction contract, easement or other agreement awarded or entered into by the District shall look solely to the District for payment of all sums coming due thereunder and that the Developer shall have no obligation whatsoever to any such party. In the event the Improvements have been constructed in the name of the Developer, at the time of reimbursement to the Developer with funds of the District, the Developer shall convey the Improvements so bonded to the District or the City on behalf of the District in accordance with Section 3.02 below.

(b) All construction contracts for the Improvements shall be bid and awarded in the manner provided by law, if applicable.

(c) The governing body of the District may approve the award of all construction contracts for the Improvements and all pay applications and change orders relating to construction contracts for the Improvements, if required by law.

(d) The Developer may make reports to the District at meetings of the District on the money paid or caused to be paid to contractors for the District Costs constructed or caused to be constructed in the name of the Developer and shall maintain or cause to be maintained accounts in such a manner to separately reflect the payments made on behalf of the District.

(e) The Improvements shall be constructed in a good and workmanlike manner and all material used in such construction shall be fit for their intended purpose.

(f) Upon completion of construction of Improvements constructed or caused to be constructed in the name of the Developer, the Developer shall provide the District with final "record" drawings of the Improvements approved by the District's engineers.

(g) Upon completion of construction of Improvements constructed or caused to be constructed in the name of the Developer, the Developer shall provide the District with applicable acceptance letters and a certificate of completion from the District's engineers certifying that the construction of such Improvements has been completed in accordance with the plans and specifications approved by the District.

1.03. Cost of Improvements to be Funded by Developer. The Developer shall promptly pay or cause to be paid the costs of the Improvements as the same become due, subject to statutory retainages,

including, without limitation, all costs of design, engineering, materials, labor, construction, and inspection arising in connection with the Improvements; all payments arising under any contracts entered into for the construction of the Improvements; all costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, or sites required as a part of the construction of the Improvements, including, without limitation, any on-site or off-site mitigation costs; and all out-of-pocket expenses incurred in connection with the construction of the Improvements. The District shall not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with in connection with the construction of the Improvements, but shall only be obligated to acquire the Improvements and/or reimburse the Developer in the manner and to the extent provided in Article II of this Agreement.

1.04. Indemnity. THE DEVELOPER SHALL INDEMNIFY AND HOLD THE DISTRICT HARMLESS FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES, EXPENSES, AND LIABILITIES (HEREIN COLLECTIVELY REFERRED TO AS "LOSSES") OF WHATSOEVER NATURE, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, COSTS OF LITIGATION, COURT COSTS, AMOUNTS PAID IN SETTLEMENT AND AMOUNTS PAID TO DISCHARGE JUDGMENTS RELATING TO ANY CLAIM, LAWSUIT, CAUSE OF ACTION OR OTHER LEGAL ACTION OR PROCEEDING BROUGHT AGAINST THE DISTRICT OR TO WHICH THE DISTRICT MAY BE A PARTY, EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, DIRECTLY OR INDIRECTLY RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACQUISITION, PURCHASE OR CONSTRUCTION OF THE IMPROVEMENTS PRIOR TO THE PAYMENT TO THE DEVELOPER FOR THE IMPROVEMENTS PURSUANT TO SECTION 2.01 HEREOF. IN THE EVENT OF ANY ACTION BROUGHT AGAINST THE DISTRICT IN WHICH INDEMNIFICATION BY THE DEVELOPER IS APPLICABLE, THE DISTRICT SHALL PROMPTLY GIVE WRITTEN NOTICE TO THE DEVELOPER AND THE DEVELOPER SHALL ASSUME THE INVESTIGATION AND DEFENSE OF SUCH ACTION, INCLUDING THE EMPLOYMENT OF COUNSEL AND THE PAYMENT OF ALL EXPENSES. THE DISTRICT SHALL HAVE THE RIGHT, AT ITS EXPENSE, TO EMPLOY SEPARATE COUNSEL AND TO PARTICIPATE IN THE INVESTIGATION AND DEFENSE OF ANY SUCH ACTION. THE DEVELOPER SHALL NOT BE LIABLE FOR THE SETTLEMENT OF ANY SUCH ACTION MADE BY THE DISTRICT WITHOUT THE CONSENT OF THE DEVELOPER; PROVIDED, HOWEVER, THAT IN THE EVENT OF ANY SETTLEMENT ENTERED INTO WITH THE CONSENT OF THE DEVELOPER OR OF ANY FINAL JUDGMENT FOR A PLAINTIFF IN ANY SUCH ACTION, THE DEVELOPER SHALL INDEMNIFY AND HOLD THE DISTRICT HARMLESS FROM AND AGAINST ANY LOSSES INCURRED BY REASON OF SUCH SETTLEMENT OR JUDGMENT. THE EXPIRATION OF THE TERM OF THIS AGREEMENT SHALL NOT RELIEVE THE DEVELOPER FROM ANY LIABILITY HEREUNDER ARISING PRIOR TO THE EXPIRATION OF THIS AGREEMENT.

1.05 Timing of Improvements. Notwithstanding anything herein to the contrary, the Developer may advance funds or cause funds to be advanced and/or construct and install or cause to be constructed and installed Improvements as Developer deems appropriate in its sole and absolute discretion, including the construction and installation of Improvements to serve portions of the Property and in different phases and sections over a period of time. Developer may exercise its sole discretion on all aspects of the phasing and timing of development and shall not be obligated to advance funds or cause funds to be advanced and/or construct and install or cause to be constructed and installed the Improvements for the entire Property at one time.

ARTICLE II

Reimbursement for Funds Advanced

2.01. Obligation to Reimburse. The District and Developer agree that the District shall be obligated to issue and sell, from time to time, Bonds to reimburse the Developer for all previous and ongoing funds advanced or caused to be advanced by Developer for District Costs as provided by law. It is the mutual intent and agreement of the District and Developer to provide for future reimbursement of funds advanced or caused to be advanced by the Developer through issuance of Bonds and use of Bond proceeds and other legally available funds of the District. If such funds have not been advanced by Developer and have been caused to be advanced on Developer's behalf, Developer shall provide a written agreement, acknowledgment or assignment of the costs advanced on Developer's behalf and directing such costs to be reimbursed to Developer, executed by the party who expended such funds. The District's obligation to proceed with the issuance of Bonds for such reimbursement by the District shall be absolute and unconditional subject only to: (1) satisfaction of the conditions set forth in Section 2.03 of this Agreement; and (2) the performance by the District of the administrative and ministerial acts set forth in this Agreement. The District is obligated to reimburse the Developer for all funds advanced or caused to be advanced by the Developer for the acquisition, construction, installation, maintenance, operation, and management of the District and any Improvements authorized under Section 3919.102, Texas Special District Local Laws Code; Chapters 49 and 54, Texas Water Code; Chapters 372 and 375, Texas Local Government Code; and any other current or future authorization acquired or granted to the District.

2.02. Time and Amount of Reimbursement. At any time, the District shall, upon Developer's request, reimburse the Developer for operation and administrative expenses related to the operation and maintenance of the District and the Improvements subject to the availability of Bond proceeds or surplus District operating funds in District's reasonable discretion.

Within thirty (30) days after the District's receipt of the proceeds of the sale of Bonds to finance the acquisition, installation, or construction of the District Costs or a portion of the District Costs, the District shall reimburse the Developer for those District Costs which have been paid or advanced or caused to be paid or advanced by the Developer pursuant to Section 1.03 hereof, including any amounts paid or advanced or caused to be paid or advanced by the Developer for the purpose of oversizing any facilities in order to serve areas within or outside the District owned by persons or entities other than the Developer. Interest shall be added to such amount calculated from the respective dates of payment or advancement of such funds to the date of reimbursement at an annual interest rate equal to the net effective interest rate (as defined in Chapter 1204, Texas Government Code, as amended) on the Bonds issued to finance the District Costs or portion of the District Costs or, if the Developer has a borrowing rate on the District Costs which is less, then the Developer's borrowing rate. It is specifically understood and agreed by the parties that the issuance of Bonds to pay the District Costs and/or reimburse the Developer for funds advanced for the District Costs will most likely be accomplished through a series of Bond sales over time. The District's financial advisor shall advise the District as to the amount of Bonds that can be prudently sold from time to time.

2.03. Conditions to Reimbursement. The District's obligation to issue the Bonds and to acquire the Improvements and/or reimburse the Developer for funds advanced for the District Costs shall be subject to the following terms and conditions:

(a) Recommendation of the District's financial advisor, that sale of the Bonds to finance all or a portion of the District Costs is feasible and prudent;

(b) Receipt of a bona fide bid for the Bonds through either competitive or negotiated sale;

(c) Approval of the Bonds by the Attorney General of the State of Texas;

(d) Registration of the Bonds by the Comptroller of Public Accounts of the State of Texas;

(e) The assessed value of all taxable property within the District, as shown by the latest appraisal roll issued for the District by the Collin Central Appraisal District, together with the projected increase in the assessed value as a result of development of the land benefitted by the District Costs, contract revenues received by the District, or assessments levied within the District are such that the projected debt service on the District's outstanding bonded indebtedness and the Bonds then being issued, can be paid with a tax or special assessment levy found by the District's financial advisor to be reasonable.

(f) The District shall not be obligated to issue Bonds in increments of less than $1,000,000 unless such bond issue is the last bond issue anticipated to be issued by the District.

(g) The issuance of the Bonds and reimbursement to the Developer are subject to the requirements of the District Act.

The Bonds shall be offered on terms and conditions generally accepted in the bond market for similar types of districts, at a net effective interest rate, taking into consideration any applicable discount or premium, not to exceed the higher of the interest rate maximum pursuant to Chapter 372.023(e), Texas Local Government Code or two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period immediately preceding the date notice of the sale of the Bonds is given or a similar index if such index should cease to exist. The District shall issue and sell a sufficient amount of the Bonds through a series of bond sales to pay the full purchase price of the Improvements, to reimburse the Developer for District Costs, and to pay the cost for the District's guaranteed reservation of any water or wastewater capacity resulting from construction of the Improvements, whichever is applicable; provided, however, that the District reserves the right to issue and sell less than all of the Bonds authorized on any offering if a portion of the proceeds of the sale would not be immediately necessary for construction, installation, acquisition of, reimbursement for or payment for a part of the Improvement Costs not under construction at such time. The District shall not be obligated to sell or issue any amount of the Bonds in excess of the amount then recommended by the District's financial advisor. The District shall not be obligated to offer the Bonds in contravention of any law of the State of Texas. The District shall use its best efforts to sell the Bonds, but shall not be considered to have guaranteed the sale thereof.

2.04. Time of Issuance of Bonds. Subject to the terms and conditions set forth herein, upon presentation by the Developer or its representatives to the District of evidence supporting the expenditure by or caused by the Developer of reimbursable District Costs, the District shall proceed with the issuance and sale of the Bonds as soon as is feasibly practicable to reimburse Developer for such District Costs. It is the intention of the District and the Developer to issue Bonds and reimburse the Developer in the most expeditious manner possible. If the Developer is the only party requesting reimbursement of District Costs, the District Costs included in a Bond issue shall be designated in writing by the Developer to the District. In the event the District has multiple developers, the District will employ a policy of reimbursing District Costs in the order the District Costs have been expended and to the extent that such District Costs may be reimbursed under the constitutional authority of a certain bond issuance.

2.05. Continuing Securities Disclosure. The Developer agrees to provide periodic financial

and operating information and notices of material events regarding the Developer and the Developer's development within the District as may be required by the United States Securities and Exchange Commission Rule 15c2-12.

ARTICLE III

Acquisition of Improvements

3.01. Acquisition of Improvements. At the time of reimbursement of the Developer for the Improvement Costs or a portion of the Improvement Costs, the District will acquire or cause to be acquired such Improvements from the Developer as have been constructed or caused to be constructed by the Developer for the benefit of the District, or assume the Developer's interest and Improvement Costs in any Improvements paid for or caused to be paid for by the Developer but owned by entities other than the Developer, as applicable, including off-site Improvements, and shall assume the contracts for any portion of the Improvements which remain incomplete at the time of reimbursement and directly make and administer all payments (and the Developer shall have no further responsibility to make or administer such payments) coming due under all such contracts assumed by the District. In the event that some or all of the Improvements are dedicated to a regional service provider, the District will have an interest in the capacity of the regional system to the extent that the District has reimbursed such system for its pro rata share of the Improvements or reimbursed the Developer for any such Improvements paid on behalf of the District.

3.02. Conveyance Requirements. If the Developer is to convey the Improvements to the District, rather than to a regional service provider, the Developer shall convey or caused to be conveyed the Improvements to the District by general warranty deed or other appropriate instrument of conveyance, with full warranties, free and clear of any liens, claims, encumbrance, options, charges, assessments, restrictions, laminations or reservations, including liens for ad valorem taxes for past and current years, and payments due to construction contractors, laborers, or materialmen. The Developer may also convey or cause to be conveyed the Improvements to the City by plat or other instrument on behalf of or benefiting the District. The Developer shall provide or cause to be provided reasonable proof of title and proof of no liens, claims, or encumbrances. Each conveyance shall include all easements within which the Improvements of the District are located, unless such easements have been dedicated to the public, and all easements necessary to own, operate and maintain the Improvements. Each conveyance shall additionally include fee simple title to any and all plant sites, together with necessary rights of way where such site or sites are not directly accessible by a dedicated public street, and all licenses, franchises and permits for the Improvements. The Developer shall also assign or cause to be assigned, in writing, all of its contractors' and materialmen's warranties relating to the Improvements. All documents or instruments of conveyance, transfer, or assignment hereunder shall be in a form and content acceptable to the District's attorneys. In the event the Improvements so bonded have been constructed in the name of the District, the Developer, at the time of reimbursement by the District, shall deliver to the District a release of all liens upon the bonded Improvements securing the costs of construction of the bonded Improvements advanced by a third party lender.

3.03. Correction of Defects. Conveyance of the Improvements to the District shall not relieve the Developer of liability for the correction of any existing engineering or construction defects then existing in the Improvements or for satisfaction of any unpaid claim for materials or labor. The District shall be under no obligation to contest or challenge any claim for labor or materials; provided, however, that in the event the Developer fails to promptly correct any such defect or satisfy any such claim, the District may elect to do so and, in such event, shall have full rights of subrogation. Subject to any applicable statutes of limitation, the Developer shall pay the District for the District's costs in correcting

any defect or satisfying any claim including, but not limited to, construction costs, engineering fees, attorneys' fees, building or construction permits, filing fees or court costs.

3.04. Survival or Representations. All representations, warranties and agreements of the District and the Developer hereunder shall survive the conveyance of the Improvements to the District or the City.

3.05. Use of Improvements. The Developer and the District agree that if the District is unable to purchase the Improvements or any capacity resulting from the construction of the Improvements at such time as the construction of the Improvements is certified to be complete by the District's Engineers, the District shall be entitled to utilize the Improvements from year to year from the date of completion of construction without charge to provide service to users within the District on the same terms and conditions as service is provided to other similar users within the District until the District can meet the conditions set forth in Article II, Section 2.03 above. In consideration for such use and the right to retain all fees and charges accruing therefrom, the District agrees to perform all routine maintenance on the Improvements at its sole expense. The Developer shall, however, be responsible for the cost of correcting any construction or engineering defects during such period.

ARTICLE IV

Representations

4.01. Representations by the Developer. The Developer hereby represents to the District that:

(a) The execution and delivery of this Agreement and the transactions contemplated hereby have been duly authorized by the Developer;

(b) This Agreement, the representations and covenants contained herein, and the consummation of the transactions contemplated hereby shall not violate or constitute a breach of any contract or other agreement to which the Developer is a party;

(c) The Developer has made financial arrangements sufficient to assure its ability to perform its obligations hereunder; and

(d) The Developer will send a representative to all meetings of the Board of Directors of the District at which such presence may be requested.

4.02. Representations by the District. The District hereby represents and covenants to the Developer that it shall use its good faith efforts:

(a) To obtain the Attorney General's approval of the Bonds;

(b) To obtain registration of the Bonds by the Comptroller of Public Accounts of the State of Texas;

(c) To market the Bonds in the manner set forth herein; and

(d) To levy and collect the taxes, assessments, facility charges, fees, contract revenues, and other revenues due the District and necessary for operation and maintenance of the District and the repayment of debt service on the Bonds.

ARTICLE V

Remedies

5.01. Failure; Default. If either party fails to perform an obligation imposed on such party by this Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing party, the other party shall notify the non-performing party in writing specifying in reasonable detail the nature of the Failure. The non-performing party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing party has diligently pursued a cure within such 30-day period and has provided written notice to the other party that additional time is needed, then the cure period shall be extended for a mutually agreed upon time period but not more than an additional 30-day period so long as the non-performing party is diligently pursuing a cure. Any lender shall have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a lender to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the lender to be bound by this Agreement unless the lender agrees to be bound.

5.02. Default by the Developer. In the event of Default by the Developer hereunder, the District shall have the right:

(a) To terminate this Agreement without thereby incurring any liability to the Developer whatsoever;

(b) To pursue all other legal or equitable remedies;

(c) To recover from the Developer all expenses incurred in pursuing its legal rights hereunder, including reasonable attorneys' fees.

An event of Default by the Developer does not release the District from the obligation to reimburse the Developer for District Costs advanced or caused to be advanced by the Developer on behalf of the District prior to the date of Default by the Developer.

5.03. Default by District. In the event of Default by the District hereunder, the Developer shall be entitled to seek a writ of mandamus from a court of competent jurisdiction compelling and requiring the District and its officers to observe and perform the covenants, obligations and conditions hereof.

5.04. Future Performance. The failure of either party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants, and conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

ARTICLE VI

Miscellaneous

6.01. Severability. In case any one or more provision contained in this Agreement shall for any

reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.02. Modification. This Agreement may be modified or varied only by a written instrument subscribed by both of the parties hereto.

6.03. Applicability of Agreement to Annexed Property. This Agreement shall, without the necessity of any amendment or supplement hereto or any additional action by the parties hereto, upon annexation by the District, subsequent to the date hereof, of any additional property owned or controlled by the Developer or any affiliate of the Developer become applicable to such annexed property with the same effect as applicable to the Property. This Agreement shall explicitly not become applicable to any annexed property not owned or controlled by the Developer or any affiliate of the Developer at the time of annexation.

6.04. Assignability. (a) This Agreement may be conveyed, transferred, assigned, collaterally assigned, mortgaged, pledged, or encumbered, in whole or in part by the Developer without the consent of the District (but upon the delivery to the District of a written instrument evidencing such assignment). Notwithstanding the foregoing, the District hereby authorizes the Developer to grant a security interest in the Developers' rights hereunder and to all sums to be paid to the Developer by the District pursuant to this Agreement to any bank or lending institution making a loan to the Developer for payment of District Costs without District consent and to the extent permitted by State law. If any city shall dissolve the District in its entirety and assume the obligations of the District, this Agreement shall remain in full force and effect to the extent allowed by the District Legislation or other applicable law and such city shall be entitled to the benefits and be required to assume the obligations hereof, including, without limitation, the obligation to reimburse the Developer as provided in Article II hereof and to issue any necessary authorized but unissued Bonds prior to abolition of the District.

(b) This Agreement may be assigned in whole or in part by the District to any other district resulting from the division of the District (or the division of any such district created by the division of the District) or from the disannexation of land from the District and the obligations of the District hereunder may be assumed by such district in an instrument in writing delivered to the Developer.

6.05. Captions. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or used as interpreting the meanings and provisions hereof.

6.06. Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of Texas and all obligations of the parties created hereunder are performable in Collin County, Texas.

6.07. Parties at Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall never be construed to confer any benefit on any third party. This Agreement shall be binding upon each party, its successors and assigns.

6.08. Term. Except as otherwise provided herein, this Agreement shall be in force and effect from the date of execution hereof for a term of thirty (30) years or until the transactions contemplated hereby are consummated, whichever first occurs.

6.09. Force Majeure. If the District or the Developer is rendered unable, in whole or in part, by

force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to remedy such inability and to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. The term "force majeure", as used herein, shall include, without limitation, acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemy; order of any kind of the Government of the United States or the State of Texas or any civil or military authority; insurrections; riots; pandemics or epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery; pipelines or canals; partial or total failure of water supply and inability to provide water necessary for operation of the sewer system, or to receive waste; and any other inabilities of the party, whether similar to those enumerated or otherwise, which are not within the control of the party, which the party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of such party, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of such party.

6.10. Conflict. In the event of a conflict between this Agreement and any indenture of trust relating to the Bonds, the indenture of trust shall control. In the event of a conflict between this Agreement and any construction, funding, and acquisition agreement, the construction, funding, and acquisition agreement shall control.

6.11. Notice. Any notice required or contemplated by this Agreement shall be deemed given at the addresses shown below: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any party may change its address by delivering written notice of such change in accordance with this section.

To the Developer: Rex Glendenning
G-Man Development, LLC
2400 Preston Road, Suite 100
Frisco, Texas 75033

With a Copy to: _____
_____
_____
_____

To the District: Old Celina Municipal Management District No. 1
c/o Winstead PC
2728 N. Harwood Street, Suite 500
Dallas, Texas 75201
Email: rmartin@winstead.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts, each of equal dignity, on this _____ day of _____, 2025.

DISTRICT:

OLD CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 1

By: _____
President, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

(SEAL)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, President of Old Celina Municipal Management District No. 1, a political subdivision of the State of Texas, on behalf of said District.

_____
Notary Public in and for the State of Texas

(NOTARY SEAL)

DEVELOPER:

G-MAN DEVELOPMENT, LLC,
a Texas limited liability company

By: _____
Rex Glendenning, Sole Manager

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2025 by Rex Glendenning, as Sole Manager of G-Man Development, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

(NOTARY SEAL)

Exhibit C

Old Celina Municipal Management District No. 1

Bookkeeper's Report and Developers Draw

January 27, 2025

From:
Old Celina MMD #1
c/o Dye & Tovery, LLC
Ph: (972) 612-0088
Roxy Fox
roxy@dyetoverycpa.com
cc: Debbie Trautmann
debbie@dyetoverycpa.com

To:
Rex Glendenning Real Estate
Sherese Glendenning
sherese@rexrealestate.com
Alice Bueto
alice@rexrealestate.com

Beginning Balance	**$**	**(251.31)**
Developer Advance received 10/04/23		2,252.34
Void: Check 1041 - Gary Moore - 9/27/23 Brd Mtg		189.62
Interest Income		12.86
Adjusted Cash Balance	**$**	**2,203.51**
Total of all bills		(8,747.54)
Ending Balance	**$**	**(6,544.03)**
Minimum balance to keep in account		2,000.00
Developer Draw Request - 1/28/25	**$**	**8,544.03**

Checks on Hold:

1,586.43	1052	Dye & Tovery, LLC	Legal
1,650.00	1053	KFM Engineering & Design	Bookkeeping
188.05	1054	Dye & Tovery, LLC	
4,067.00	1055	McDonald & Wessendorff	Engineering
$ 7,491.48			

$ 947.45 Adjusted bank balance

Make checks payable to:
Old Celina MMD #1

Wire Instructions
Please contact our office for wiring instructions.

US Mail
c/o Dye & Tovery, LLC
P.O. Box 863657
Plano, TX 75086-3657

Federal Express
c/o Dye & Tovery, LLC
2321 Coit Road, Suite B
Plano, TX 75075

Bills To Be Paid- NEXT Board Meeting

146.92	1047	Director - Charles Brown	current meeting
193.12	1048	Director - G.A. Moore	current meeting
145.52	1049	Director - Matthew J. Gold	current meeting
138.52	1050	Director - Matthew Kiran	current meeting
195.92	1051	Director - Scott Balch	current meeting
669.25	1052	Dye & Tovery, LLC	Inv# 7025 - Bookkeeping thru 09/30/23
114.80	1052	Dye & Tovery, LLC	Inv# 7104 - Bookkeeping thru 10/31/23
263.00	1052	Dye & Tovery, LLC	Inv# 7329 - Bookkeeping thru 01/31/24
29.33	1052	Dye & Tovery, LLC	Inv# 7507 - Bookkeeping thru 03/31/24
123.00	1052	Dye & Tovery, LLC	Inv# 7753 - Bookkeeping thru 06/30/24
15.80	1052	Dye & Tovery, LLC	Inv# 7945 - Veribanc Report
344.25	1052	Dye & Tovery, LLC	Inv# 8063 - Bookkeeping thru 08/31/24
27.00	1052	Dye & Tovery, LLC	Inv# 8257 - Bookkeeping thru 10/31/24
188.05	10.54	Dye & Tovery, LLC	Inv# 8409 - Bookkeeping thru 12/31/24
1,650.00	1053	KFM Engineering & Design	Inv# 4458 - Engineering thru 9/30/24
436.06	ACH	United States Treasury	2023 Payroll taxes
4,067.00	1055	McDonald & Wessendorff	Inv#94982 2025 Policy Renewal
$ 8,747.54		**Total Bills to be paid**	

RESOLUTION ACKNOWLEDGING ANNUAL REVIEW OF INVESTMENT POLICY AND INVESTMENT STRATEGIES

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF OLD CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 1 THAT:

WHEREAS, the Board of Directors of Old Celina Municipal Management District No. 1 (the "District") has reviewed its existing February 11, 2021, Order Adopting an Investment Policy and Appointing an Investment Officer and desires to confirm such review;

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS;

Section 1. That the February 11, 2021, Order Adopting an Investment Policy and Appointing an Investment Officer ("Order") has been reviewed by the Board;

Section 2. That, following such review, there are no changes to be made to said Order or the investment strategies set out therein; and

Section 3. That the Secretary of the Board of Directors is hereby directed to file a copy of this Resolution in the official records of the District.

ADOPTED this 27th day of January, 2025.

_____
Matthew Kiran
Chair, Board of Directors

ATTEST:

_____
Charles Brown
Secretary, Board of Directors

(DISTRICT SEAL)

RESOLUTION ADOPTING PREVAILING WAGE RATE SCALE FOR CONSTRUCTION WORKERS

WHEREAS, Old Celina Municipal Management District No. 1 (the "District") has heretofore been duly created and organized; and

WHEREAS, Chapter 2258, Texas Government Code ("Chapter 2258"), requires the District to determine the general prevailing rate of per diem wages for each craft or type of worker in the locality in which a construction project for the District is to be performed and the general prevailing rate of per diem wages for legal holiday and overtime work; and

WHEREAS, Chapter 2258 provides that a worker employed on a construction project by or on behalf of the District shall be paid not less than said general prevailing rates, as applicable; and

WHEREAS, Chapter 2258 provides that a contractor that is awarded a construction contract for the District, or a subcontractor of the contractor, shall pay not less than the rates determined as set forth above to a worker employed in the execution of such contract for a construction project; and

WHEREAS, Chapter 2258 applies to construction projects paid for in whole or in part from funds of the District, regardless of whether the work is done under the District's supervision or direction; and

WHEREAS, the temporary Board of Directors of the District (the "Board") has used the prevailing wage rate as determined by the United States Department of Labor ("DOL") in accordance with the Davis-Bacon Act (40 U.S.C. § 276a *et seq.*) for Denton County (the "County") to determine the general prevailing rate of per diem wages received by classes of workers employed within the District on projects similar to the construction projects of the District and has determined to adopt a Prevailing Wage Rate Scale for Construction Projects for the District; Now, Therefore,

BE IT RESOLVED BY THE TEMPORARY BOARD OF DIRECTORS OF OLD CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 1 THAT:

Section 1: The Board has used the prevailing wage rates as determined by the DOL in accordance with the Davis-Bacon Act for the County in order to determine the general prevailing rate of per diem wages received by classes of workers employed on public works projects within the District, which wage rates are attached hereto as Exhibit "A" and hereby are determined to be the general prevailing wage rates for construction projects by or on behalf of the District.

Section 2: The District hereby adopts the Prevailing Wage Rate Scale for Construction Projects attached hereto as Exhibit "A," which establishes minimum rates that shall be used by all contractors and their subcontractors on construction projects by or on behalf of the District.

Section 3: A contractor or subcontractor on a construction project by or on behalf of the District shall maintain records as required by Chapter 2258 and shall be subject to the penalties, forfeitures, and withholding of money for failure to comply with this Resolution and/or pending a final determination of an alleged violation, as provided in Chapter 2258.

Section 4: The District engineer is hereby directed and authorized to specify the wage rates adopted hereunder in all specifications for bids and contracts for construction projects by or on behalf of the District.

PASSED and ADOPTED this 27th day of January, 2025.

_____
Chair, Board of Directors
Old Celina Municipal Management District No. 1

ATTEST:

_____
Secretary

(DISTRICT SEAL)

"General Decision Number: TX20240014 01/05/2024

Superseded General Decision Number: TX20230014

State: Texas

Construction Type: Residential

Counties: Collin, Dallas, Denton, Ellis, Kaufman and Rockwall Counties in Texas.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/05/2024

SUTX1992-005 05/14/1992

	Rates	Fringes
BRICKLAYER	$ 10.802 **	
CARPENTER (Excluding Drywall Hanging Batt Insulation, Form Setting)	$ 9.283 **	
CEMENT MASON/CONCRETE FINISHER (Excluding Form Setting)	$ 10.767 **	
DRYWALL HANGER	$ 10.00 **	
ELECTRICIAN	$ 10.415 **	
Form Setter	$ 10.902 **	
HVAC MECHANIC (Including Pipe, Excluding Duct)	$ 9.934 **	1.128
INSULATOR - BATT	$ 15.00 **	
Laborers: (Excluding Batt Insulation)		
Common	$ 7.25 **	
Landscape	$ 7.25 **	
Mason Tender (Including Cement and Brick)	$ 7.25 **	
PAINTER: Brush Only (Including Drywall Taping/Finshing)	$ 10.467 **	
PLUMBER (Excluding HVAC Work)	$ 11.569 **	
Power equipment operators:		
Bulldozer	$ 11.611 **	
Front End Loader	$ 12.422 **	
Grader	$ 11.25 **	
ROOFER	$ 8.54 **	
TILE SETTER	$ 8.54 **	
TRUCK DRIVER	$ 7.25 **	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: TX20240018 12/13/2024

Superseded General Decision Number: TX20230018

State: Texas

Construction Type: Heavy

Counties: Collin, Dallas, Denton, Ellis, Kaufman and Rockwall Counties in Texas.

Water and Sewer Lines/Utilities (Including Related Tunneling Where the Tunnel is 48"" or Less in Diameter)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/05/2024
1	07/05/2024
2	12/13/2024

* PLUM0100-002 11/01/2024

	Rates	Fringes
Plumbers and Pipefitters	$ 39.76	14.04

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* SUTX1991-004 09/23/1991

	Rates	Fringes
Laborers:		
Common	$ 7.25 **	
Utility	$ 7.467 **	
Pipelayer	$ 7.828 **	
Power equipment operators:		
Backhoe	$ 10.804 **	
Crane	$ 10.942 **	
Front End Loader	$ 9.163 **	
Tunneling Machine (48"" or less)	$ 9.163 **	
TRUCK DRIVER	$ 8.528 **	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal

number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via

email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

RESOLUTION DESIGNATING DEPOSITORIES AND ESTABLISHING INVESTMENT ACCOUNTS FOR DEPOSIT OF DISTRICT FUNDS

WHEREAS, Old Celina Municipal Management District No.1 (the "District") is a political subdivision of the State of Texas created pursuant to Article XVI, Section 59, Texas Constitution, and operating under the provisions of Chapters 49 and 51, Texas Water Code, as amended; and

WHEREAS, Texas Water Code §49.156, requires that the Board of Directors (the "Board") of the District designate one or more banks or savings associations within the State of Texas to serve as depositories for the funds of the District.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF OLD CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 1 THAT:

1. That the recitals contained herein above are found to be true and correct.

2. That the District hereby adopts the list of financial institutions attached hereto as Exhibit "A", to serve as depositories for the funds of the District.

3. That this Resolution shall be effective immediately upon its adoption.

ADOPTED AND RESOLVED this 27th day of January, 2035.

_____
Chair, Board of Directors

ATTEST:

_____
Secretary

(DISTRICT SEAL)

EXHIBIT "A"

Amegy Bank
B1 Bank
Bank OZK
BOK Financial
Central Bank
Chambers Bank
Comerica Bank
Empower
First United Bank
Hilltop Securities - Logic Fund
Hilltop Securites -Tex STAR
Independent Bank
Lincoln Financial
Plains Capital Bank
Regions Bank
Stellar Bank
Texas Class
Texas Regional Bank
TexPool
The Bank of New York Mellon
UMB Bank
Veritex Community Bank
Wells Fargo Bank
Wilmington Trust
Zions Bank

(updated by Kerry Tovery – December 31, 2024)

ORDER CALLING DIRECTOR ELECTION

THE STATE OF TEXAS §

COUNTY OF COLLIN §

OLD CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 1 §

The Board of Directors ("Board" or "Board of Directors") of Old Celina Municipal Management District No. 1 ("District") met in special session, open to the public, on Monday, January 27, 2025, at 12400 Preston Road, Frisco, Texas 75033, an official meeting place outside the boundaries of the District, whereupon, the roll was called of the members of the Board of Directors, to-wit:

Matthew Kiran	Chair
Scott Balch	Vice Chair
Charles Brown	Secretary
G.A. Moore, Jr.	Assistant Secretary
Matthew Gold	Assistant Secretary

All members of the Board were present with the exception of Director _____.

WHEREUPON, among other business conducted by the Board, Director _____ introduced the Order set out below and moved its adoption, which motion was seconded by Director _____ and, after full discussion and the question being put to the Board of Directors, said motion was carried by the following vote:

"Aye": _____; "No": _____.

The Order thus adopted is as follows:

WHEREAS, pursuant to 3919.051, Special District Local Laws Code, and Section 49.103, Texas Water Code, it is necessary that an election be held for Old Celina Municipal Management District No. 1 for the election of a permanent Board of Directors;

WHEREAS, this Board of Directors wishes to proceed with the ordering of said election;

BE IT ORDERED BY THE BOARD OF DIRECTORS OF OLD CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 1 THAT:

Section 1: The matters and facts set out in the preamble of this Order are hereby found and declared to be true and complete.

Section 2: An election shall be held on May 3, 2025, between the hours of 7:00 a.m. and 7:00 p.m. at any County Wide Voter Center designated by the Collin County Elections Office, as

allowed by Section 43.007 of the Texas Election Code, at which time the election of permanent Directors and the following proposition regarding the confirmation of the District shall be submitted to the voters:

Section 3: The County Election Administrator will determine the types of ballots to be used in the District's May 3, 2053, elections which ballots shall conform to the requirements of the Texas Election Code and shall have printed thereon the following propositions as well as the names of the candidates listed below, the names of any additional candidates who file applications to have their names printed on the ballot by 5:00 p.m. on February 14, 2025, and the names of any write-in candidates who file a declaration of write-in candidacy by 5:00 p.m. on February 17, 2025, in addition to instructions for marking such ballots:

Section 4: Early voting by personal appearance shall be conducted at all Collin County Early Voting locations on the dates and times designated by the Collin County Elections office and at the hours designated by the Board of Directors for said election. The early voting clerk's mailing address to which ballot applications and ballots to be voted by mail may be sent is 2010 Redbud Boulevard, Suite 102, McKinney, Texas 75069-Attention: Early Voting Clerk.

Section 5: The Board of Directors shall be responsible for the appointment of qualified judges, clerks and other election personnel to assist in the conduct of the election. The election shall be held and conducted and returns made to this Board of Directors in accordance with the Texas Election Code as modified by Chapters 49, Texas Water Code or the District Act.

Section 6: All qualified resident electors of the District shall be entitled to vote in the election.

Section 7: A copy of this Order is on file and available for review in the District counsel's office, Winstead PC, 2728 N. Harwood St., Suite 500, Dallas, Texas 7520l.

Section 8: Notice of the Election shall be provided and the election held and conducted and returns made to this Board of Directors and canvassed all in accordance with the Texas Election Code, as modified by Chapter 49, Texas Water Code and/or the District Act.

Section 9: The Secretary of the Board is hereby directed to cause notice of this election to be posted within the District.

PASSED and APPROVED this 27th day of January, 2025.

_____

Matthew Kiran, Chair
Board of Directors
Old Celina Municipal Management District No. 1

Attest:

_____

Charles Brown, Secretary
Board of Directors
Old Celina Municipal Management District No. 1

(DISTRICT SEAL)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

OLD CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 1 §

I, the undersigned Secretary of the Board of Directors of Old Celina Municipal Management District No. 1, certify that the attached and foregoing is a true and correct copy of the Order Calling Directors Election; and the original of said order and an excerpt of the Minutes of the meeting of the Board of Directors showing adoption and passage thereof is on file in the District's Office.

WITNESS MY HAND AND OFFICIAL SEAL OF THE DISTRICT this 27th day of January, 2025.

_____

Charles Brown, Secretary

(DISTRICT SEAL)