



Life Connected.

**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, SEPTEMBER 12, 2023
5:00 PM
AGENDA**

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. EXECUTIVE SESSION:

As authorized by Section 551.071(2) of the Texas Government Code, this 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.

Texas Government Code Section 551.071 Consultation with Attorney:

- A. Discussion regarding Shea Scott v. City of Celina, Texas; Cause No. DC-20-18195.
- B. Discussion regarding Randall Collins, et al v. City of Celina, Texas; Cause No. 429-05614-2022.
- C. Discussion regarding Eland Ranch zoning and density requirements.

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

- A. Discussion regarding Emerald Center eminent domain proceedings.
- B. Discussion regarding a potential lease agreement for property located at 211 East Pecan Street.
- C. Discussion regarding purchase of land for a Public Works facility.
- D. Discussion regarding AT&T Telecommunications Tower Lease at the Public Works facility.
- E. Discussion regarding potential land purchase for further City Hall parking.

Reconvene into Open Session and consider and act upon any items discussed in Executive Session.

- A. Consider and act to accept the award for the Emerald Center eminent domain proceedings or appeal the award.
- B. Consider and act on a Resolution of the City Council to authorize the Interim City Manager to execute conveyance documents and other documents necessary to effectuate the acquisition of real property for the City Hall Parking Garage Project; and providing for an effective date.

- C. Consider and act on a Resolution of the City Council to authorize the Interim City Manager to execute conveyance documents and other documents necessary to effectuate the acquisition of real property at 10317 County Road 106 for a future Public Works facility; and providing for an effective date.

IV. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE: (to being at 6:00 p.m.)

- A. EDC Local Business Report. (Jackson)
- B. Presentation by the Collin County Children's Advocacy Center. (Cullison)
- C. Presentation of SolSmart Silver Designation (Hernandez)
- D. Presentation of a proclamation to the City of Celina's Planning Department proclaiming November 3, 2023 as "Arbor Day" in Celina. (Tubbs)
- E. Presentation of a proclamation proclaiming September 16, 2023 as, "National Clean Up Day" in Celina. (Tubbs)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. 2023 Street Construction Update. (Brawner)
- B. Discussion regarding Multi-Family & Commercial Vision Book. (McAfee)
- C. Discussion regarding updates to the Bylaws and Articles of Incorporation of the Economic Development Corporation. (Jackson)

VI. OPEN FORUM:

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

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

VII. CONSENT AGENDA:

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

A. Minutes Approval:

1. City Council - Regular Meeting - July 11, 2023, 5:00 PM
2. City Council - Special Called Meeting - July 31, 2023, 9:00 AM
3. City Council - Regular Meeting - August 8, 2023, 5:00 PM
4. City Council - Special Called Meeting - August 21, 2023, 4:00 PM

- B. Consider and act to authorize the Interim City Manager to execute an agreement between the City of Celina and the Children's Advocacy Center for Collin County, providing for client and clinical services to victims of child abuse and non-offending family members by allowing the Police Department to lease the Center's facility to the expenditure of \$4,000 per year. (Cullison)
- C. Consider and act upon approval of an Interlocal Agreement for Fire and EMS dispatch services by and between the City of Celina and Collin County. (Metdker)
- D. Consider and act upon an Interlocal Dispatch Services Agreement by and between the City of Celina and Collin County. (Cullison)
- E. Consider and act upon Interlocal Jail Services Agreement with Collin County. (Cullison)
- F. Consider and act upon Interlocal Agreements by and between the City of Celina and Collin County for Animal Control Services and Animal Shelter use. (Figueroa)

- G. Consider and act to authorize the Interim City Manager to negotiate and execute a lease agreement by and between the City of Celina and Anthemnet, Inc., located at the Frontier Lift Station. (Cell Tower Lease Agreement) (Behringer)
- H. Consider and act to award Bid 2023-012 for the Downtown Square Planting and Irrigation to Pace Construction Service in the amount of \$69,865.00 plus a ten percent contingency in the amount of \$6,986.50 for a total amount not to exceed \$76,851.50. (Quigley)
- I. Consider and act to reject all responses for bid 2023-061 for Choate Median Landscaping. (Quigley)
- J. Consider and act to award Bid 2023-062 for Punk Carter Median Landscaping to Pace Construction Service in the amount of \$60,690.00 plus a ten percent contingency in the amount of \$6,069.00 for a total amount not to exceed \$66,759.00. (Quigley)
- K. Consider and act to approve Bid 2023-064 for repairs to the driveway at Fire Station 2 with Tegrity Contractors in the amount of \$135,777.00 plus ten percent contingency in the amount of \$13,577.70 for a total amount not to exceed \$149,354.70. Berry
- L. Consider and act to authorize the purchase of an off-road EMS Unit from ASAP-Off Road Specialty Vehicles as the sole source provider in an amount not to exceed \$79,253.00. (Berry)
- M. Consider and act to purchase three vehicles for the Police Department from Silsbee Ford through a cooperative contract with the Interlocal Purchasing System (TIPS) for an amount not to exceed \$140,256.75. (Berry)
- N. Consider and act to approve a work authorization for landscape architecture and engineering services for the Old Celina Park restroom addition to Halff Associates, Inc., for an amount not to exceed \$179,000.00 (Berry)
- O. Consider and act to approve a work authorization for testing services for the construction of Ownsby Parkway from Preston Road to Coit Road with EST, Inc., for an amount not to exceed \$168,259.00. (Berry)
- P. Consider and act to approve a work authorization for design services for intersection improvements to the Dallas North Tollway at the intersections of Punk Carter Parkway and Light Farms Way to Halff Associates, Inc., in an amount not to exceed \$261,000.00. (Berry)
- Q. Consider and act to approve a work authorization for engineering services for the design of Sunset Blvd. Street Improvements to Westwood Professional Services, Inc., in an amount not to exceed \$204,870.00. (Quigley)
- R. Consider and act to approve a work authorization for engineering services for County Road 52 (Celina Pkwy) reconstruction with TRC Engineers, Inc., in an amount not to exceed \$212,750.00. (Berry)
- S. Consider and act to approve a work authorization for engineering services for the design of a 24-inch water line along J Fred Smith Parkway from Preston Road to Coit Road to Halff Associates, Inc., in an amount not to exceed \$250,300.00 (Berry)
- T. Consider and act to authorize the Interim City Manager to execute an agreement with Gray Reed Advisory Services, LLC, to provide professional communication services for an annual amount not to exceed \$72,000. (Berry)
- U. Consider and act upon a Development Agreement between the City of Celina and Master Cares Foundation, Inc., DBA Grace Bridge Food Bank; generally located west of future Custer Road and approximately 220 feet north of Frontier Parkway, within the City Limits. (Grace Bridge Temporary Facility – Development Agreement) (McAfee)
- V. Consider and act upon the First Amendment to the Development Agreement for Shades of Green; generally located south of Sunset Boulevard and approximately 1,950 feet east of KC Robinson Lane, within the City Limits. (Shades of Green – DA Amendment) (McAfee)
- W. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, renaming a section of County Road 9 to West J. Fred Smith Parkway. (County Road 9 Name Change) (Colakovic)
- X. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, adopting the 2023 Library Master Plan; and providing an effective date. (Shaw)
- Y. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, approving Tax Increment Reinvestment Zone Number Five project expenditures; providing a severability clause; and providing an effective date. (Behringer)

- Z. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, approving Tax Increment Reinvestment Zone Number Eleven project expenditures; providing a severability clause; and providing an effective date. (Behringer)
- AA. Consider and act upon a Resolution consenting to the creation of Rainwater Crossing Municipal Management District, consisting of approximately 640.575 acres of land located wholly within the City's corporate limits; generally located south and east of the intersection of CR 131 and CR 132, upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the property.
- BB. Consider and act on a Resolution approving Amended and Restated Bylaws of the Celina Economic Development Corporation. (Jackson)
- CC. Consider and act on a Resolution approving an amendment to the Amended and Restated Articles of Incorporation of the Celina Economic Development Corporation. (Jackson)
- DD. Consider and act upon an Ordinance amending the City's Code of Ordinances, Chapter 8: Offenses and Nuisances, Article 8.09 Alcoholic Beverages, Division 2. Sale of Alcoholic Beverages, and Division 3. Unlawful Acts, to update the Refreshment Zone map. (McAfee)
- EE. Consider and act upon a Resolution amending the Fine Arts Board Creation Ordinance to update the Board's name. (Satarino)
- FF. Consider and act upon an amendment to Exhibit A of Ordinance 2022-29 to modify the addition of school zones for the Prosper ISD and Celina ISD. (Glasgow)
- GG. Consider and act upon a Resolution amending the Keep Celina Beautiful Creation Ordinance modifying board membership. (Satarino)
- HH. Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance 2022-113 which adopted and approved the budget for fiscal year beginning October 1, 2022 and ending September 30, 2023, and make appropriations for each department, project, and account, by adopting an amended 2022-2023 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)
- II. Consider and act upon an Ordinance of the City of Celina, Texas, authorizing the future release of the 20-foot Water and Wastewater Easement and a Road Easement dedicated to the City of Celina/Collin County for the construction of a water line and County Road 84 (between CR 83 and Coit Road) - Lilyana Ph 7. (Glasgow)

VIII. PUBLIC HEARING/ACTION:

- A. Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 102 acres; generally located north of Parvin Road and approximately 2,600-feet west of Smiley Road. (Celina Parvin – C-3 Expedited Annexation) (Mohan)
- B. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 102 acres to a Planned Development (PD) with Single-Family Residential, Detached District (SF-R) and Single-Family Residential, Attached District (SF-A) base zoning; generally located north of Parvin Road and approximately 2,600-feet west of Smiley Road. (Celina Parvin – PD Zoning) (Mohan)
- C. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by amending approximately 41 acres of Planned Development (PD) No. 74 with Multi-Family, Horizontal District (MF-0) and Commercial, Office, & Retail District (C) base zoning, and modified development standards; generally located west of future Coit Road and north and south of future Ownsby Parkway, within the City Limits. (Wood Tract – PD Amendment) (Mohan)
- D. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 18 acres to a Planned Development (PD) with the Collin County Outer Loop Overlay District (CCOLO) base zoning, and modified development standards; generally located at the northeast corner of future Coit Road and the Collin County Outer Loop, within the City Limits. (Stone Tract Resubmittal – PD Zoning) (McAfee)
- E. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by amending approximately 30 acres of Planned Development (PD) No. 17 with the Dallas North Tollway Overlay District (DNTOL) base zoning, and modified development standards; generally

located east of Dallas Parkway and approximately 1,200 feet south of future Glendenning Parkway, within the City Limits. (Thomas Tract – PD Amendment) (Mohan)

- F. Conduct a public hearing to consider and act upon an Ordinance amending the City's Code of Ordinances, Chapter 14: Zoning, Article 14.02 Zoning Districts, Part Five Special Districts, to modify, in part, the Downtown Code by incorporating an Addendum. (Downtown Code - Text Amendment & Ordinance Adoption) (McAfee)
- G. Conduct a public hearing to consider testimony and receive public input regarding the proposed FY 2023-2024 Budget. (Bromiley)
- H. Conduct a public hearing to consider testimony regarding the proposed 2023 Ad Valorem Tax Rate. (Bromiley)

IX. ACTION ITEM:

- A. Consider and act to authorize an agreement with Parkhill, Smith & Cooper for design services for the Parks Administration Building in an amount not to exceed \$944,686.45. (Quigley)
- B. Consider and act to authorize the Interim City Manager to execute an Interlocal Agreement between the City of Celina and Collin County for the award of \$7,518,289.00 to be used for Coit Road improvements from Vest Lane to Choate Parkway. (Glasgow)
- C. Consider and act upon a Resolution adopting the Arts & Culture Master Plan. (Satarino)
- D. Consider and act upon establishing a pilot public art selection process and selecting a Councilmember to the selection panel. (Satarino)
- E. Consider and act to authorize the Interim City Manager to execute an Agreement by and between the City of Celina and the Bluewood of Celina Homeowner Association for a Neighborhood Integrity Grant. (Satarino)
- F. Consider and act upon appointments to fill terms on the following boards, commissions, committees, and corporations: Arts and Culture Board, Board of Adjustments, Community Development Corporation / Parks and Recreation Board, Downtown Commission, Economic Development Corporation, Keep Celina Beautiful Board, Library Board, Planning and Zoning Commission, Special Events Advisory Committee. (Vaughns)
- G. Consider and act upon an ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year 2023-2024 beginning October 1, 2023 and ending September 30, 2024 and making appropriations for each department, project, and account and providing for expenditures of funds. (Bromiley)
- H. Consider and act upon an Ordinance of the City of Celina, Texas, establishing and levying municipal Ad Valorem Taxes for the fiscal year beginning October 1, 2023, and ending September 30, 2024, at a rate of \$0.612154 per one hundred dollars (\$100.00) assessed valuation on all taxable property within the corporate limits of the City. (Bromiley)
- I. Consider and act upon ratifying the property tax revenue increase reflected in the annual budget for the Fiscal Year 2023-2024; beginning October 1, 2023 and ending September 30, 2024. (Bromiley)

X. ADJOURNMENT:

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

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Chapter 551. "I, the undersigned authority, do hereby certify that the Notice of Meeting was posted on the bulletin board at City Hall of the City of Celina, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Thursday, September 7, 2023 at 5:30 p.m. and remained so posted continuously for at

least 72 hours prior to the scheduled time of said meeting.”

Lauren Vaughns, TRMC
City Secretary

Date Notice Removed



Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Arabella Lopez, Senior Planner
CC: Dustin McAfee, Executive Director of Development Services
Date: September 12, 2023
Re: Discussion regarding Multi-Family & Commercial Vision Book. (McAfee)

Action Requested:

Discussion regarding the Multi-Family & Commercial Vision Book. (McAfee)

Background Information:

The proposed Vision Book supplements the City's base ordinances to further enhance design standards for new development by focusing on amenities, open space, and place-making. Please refer to the attachments for further information.

Legal Review:

N/A

Supporting Documents:

1. Staff Presentation
2. Multi-Family & Commercial Vision Book

Financial Consideration:

N/A

Staff Recommendation:

N/A

MULTI-FAMILY & COMMERCIAL VISION BOOK

City Council
September 12, 2023



BACKGROUND

- It is best practice to periodically review and revise regulations
- The Comprehensive Plan directed Staff to proactively monitor development standards for improvements
- The proposed Vision Book “deep dives” multi-family and commercial projects to strengthen and customize design standards for new development to focus on amenities, open space, and place-making
- Council approved a contract with the consultant in 2021

BACKGROUND

- The City of Celina has modern design standards that include landscaping, architecture, signage, parking, drainage, paving, photometrics, building codes, and other typical elements of new development (*Scenic City – Platinum level*)
- Celina is among the few cities that already regulate amenities and open space for new development
- This Vision Book enhances and better defines the existing regulations to take them to the next level

OVERVIEW

The Vision Book focuses on improving the following standards:

- Site layout
- Open space (courtyards, gathering spots, etc.)
- Amenities
- Relationship with and orientation to adjacent properties and roadways
- Pedestrian & vehicular connectivity
- Detention and retention ponds
- General place-making

MULTI-FAMILY

- Connectivity is important to provide to parks, schools, and adjacent centers
- Signature Open Space (SOS) required
- Minor Open Space (MOS) required
- Amenity package required
- Pedestrian connections may be achieved by providing pathways through natural corridors, open space, and/or other trails or sidewalk systems
- Greater connectivity supports Celina's Life Connected vision for the City

COMMERCIAL

- Connectivity is important to provide to parks, schools, and adjacent centers
- Signature Open Space (SOS) required (if larger than 15,000sf)
- Minor Open Space (MOS) required
- Patios, plaza, and other gathering areas are encouraged
- Pedestrian connections may be achieved by providing pathways through natural corridors, open space, and/or other trails or sidewalk systems
- Greater connectivity supports Celina's Life Connected vision for the City

POLICY CONSIDERATIONS

- Celina received positive feedback and experienced tangible design improvements with the Neighborhood Vision Book
- This Vision Book requires future commercial and multi-family development to invest more into experiential design
- This results not only in a greater experience for customers and residents, but also in the long-term sustainable value of the project
- Better design can increase project costs, which the development community might find burdensome
- Staff worked with the consultant to balance the standards to be pragmatic and avoid known mistakes of other cities that do not add value

MF-0 (HORIZONTAL MULTI-FAMILY)

- Commonly called “single-family for rent”
- Tiny homes (typically 1-2 stories) with private yards
- Product type that bridges the gap between traditional apartments and single-family homes



LOCATION CONSIDERATIONS

- MF-0. Locations of MF-0 development should be sited on tracts that are more challenging to develop with limited alternative opportunities, or as a buffer between Single-Family zoning districts and more intense uses. Prime real estate, larger tracts with higher and better land uses, and speculative situations are discouraged from being entitled as Horizontal Multi-Family.

MF-1 (GARDEN STYLE)

- Traditional 2-3 story apartments
- Surface-parked with nice amenities & landscaping



LOCATION CONSIDERATIONS

- MF-1. Locations of MF-1 development should be sited adjacent to areas that have generally lower density suburban, residential development, which might be more challenging to develop for various reasons, and is not anticipated to develop with an urban character or with higher-value options.

MF-2 (URBAN EDGE)

- It is considered “better/nicer” than traditional garden style apartments, yet is still surface-parked
- Parking is on the interior of the site, which creates a nice street “edge”

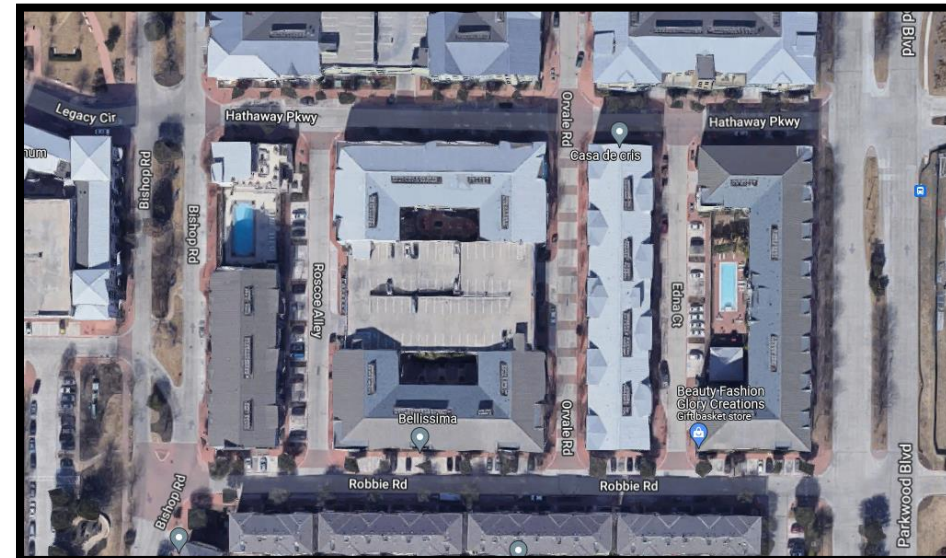


LOCATION CONSIDERATIONS

- MF-2. Locations of MF-2 development are typically provided at the edge of urban centers, often combined with commercial, office, and entertainment uses in close proximity. MF-2 should be sited in areas that will develop with more intensity, such as at major intersections and crossing arterials or other mixed-use hubs throughout Celina.

MF-3 (URBAN LIVING)

- Mid-rise styled apartment communities with structured parking
- It is the highest-valued multi-family product the market supports
- Units are often “wrapped” around the parking garage



LOCATION CONSIDERATIONS

- MF-3. Locations of MF-3 development should be sited in areas that will develop with an urban character, such as along major regional corridors, major intersections, or as an integrated component of a mixed-use destination center.

NEXT STEPS

- ~~July – Planning & Zoning Commission (Worksession)~~
- ~~August – City Council (Worksession)~~
- ~~August – Planning & Zoning Commission (Action)~~
- September – City Council (Worksession)
- October – City Council (Discussion and/or Action)



Life Connected.

**MULTI-FAMILY & COMMERCIAL
VISION BOOK**

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TABLE OF CONTENTS:

1	Introduction
8	Multi-Family
10	Commercial
15	Open Space
15	Quality Guidelines

PURPOSE AND INTENT

The purpose of these Guidelines is to set forth a consistent standard of quality throughout the City of Celina that provides guidance in addition to the City of Celina's zoning regulations found in the Zoning Ordinance. These Design Guidelines will guide the physical development of multi-family and commercial projects and help to enforce a consistent design that remains true to the developed vision and character of the City. This document is intended to guide the developer in the determining the location, size and design aspects to creating meaningful open space and gathering areas that improve the public realm throughout the City.

ORGANIZATION OF DESIGN GUIDELINES

These Design Guidelines are intended to address the built and public realm and include sections related to:

- General development layout, location, access, and connectivity
- Open Space Requirements including typologies and quality control

RELATIONSHIP TO EXISTING PLANNING INITIATIVES

The Design Guidelines are one of several documents providing design guidance and restrictions for Celina and will be the primary document for use by the master developer or developer/builder in undertaking any improvement, alteration, or remodel. Other documents relating to the physical development of Celina include but are not limited to:

- Zoning Ordinance
- Engineering Standards
- Subdivision Ordinance
- Downtown Master Plan
- Trails Master Plan
- Parks Master Plan
- Comprehensive Plan
- International Model Construction Codes and Local Amendments
- Street Best Practices

INTERPRETATION

Flexibility in interpretation and innovation is encouraged to create distinct individual development of Multi-Family project identities within the common vision for the City of Celina. All deviations from this Vision Book are subject to the approval of the Director of Planning. Approved waivers/ deviations do not set precedent except where provided herein for future Applications.

For purposes of interpretation of these Guidelines, the following provisions apply:

Except as specifically defined herein all words and terms used in this Vision Book shall have their customary dictionary definitions.

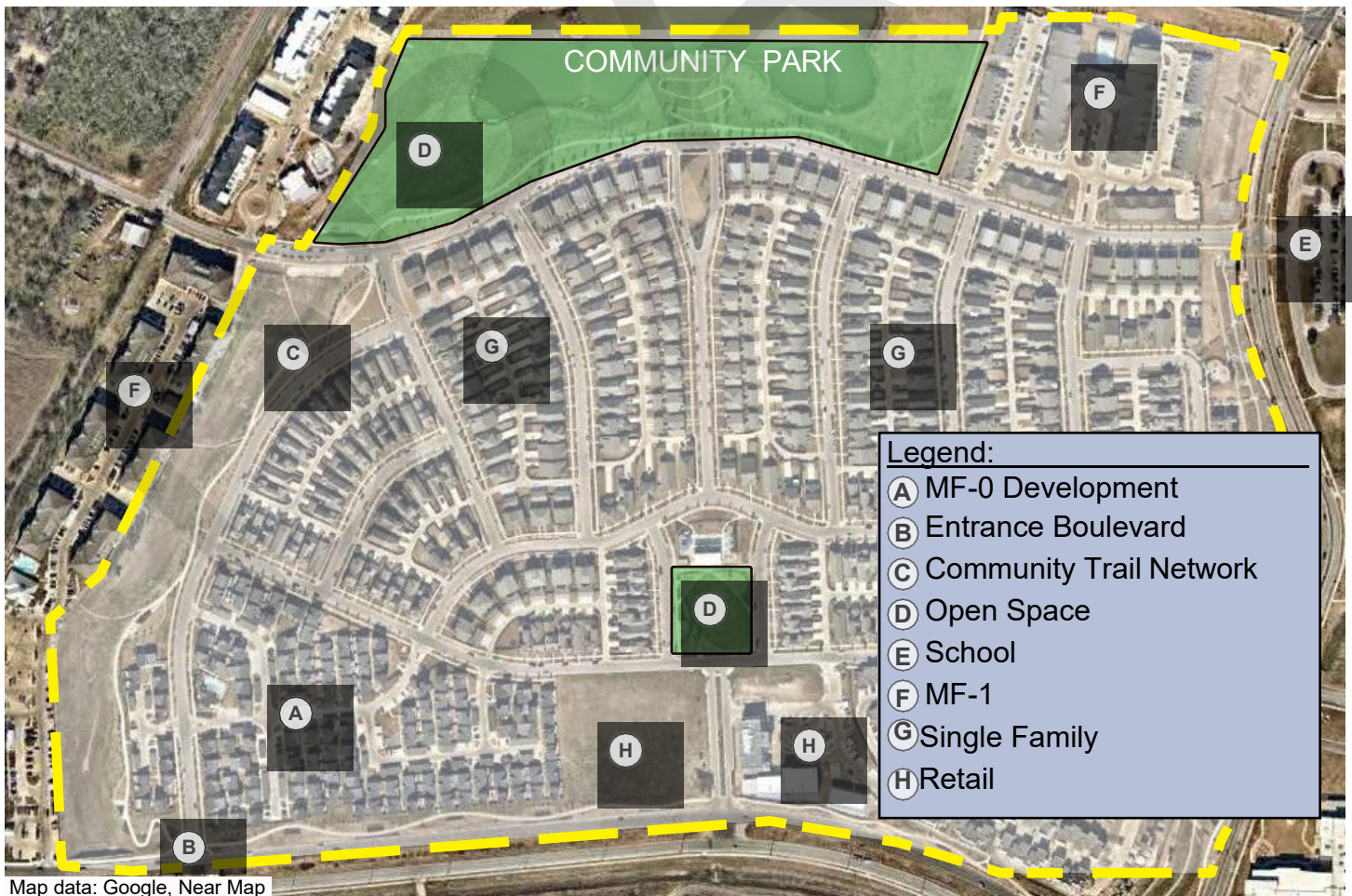
- The use of “may” or “should” means permissive, recommended or advised but not mandatory; the use of “shall”, “shall not”, “must,” “will,” “prohibited” or “not allowed” means compliance is mandatory and not voluntary or permissive.
- Where terms or phrases are subject to more than one reasonable interpretation, the more stringent interpretation shall apply.
- Where two or more provisions conflict between what is described in this document, the more specific controls the more general and the more stringent controls the less stringent.
- It is the obligation of the Applicant to request updated copies of the Vision Book.

GENERAL PROJECT LAYOUT

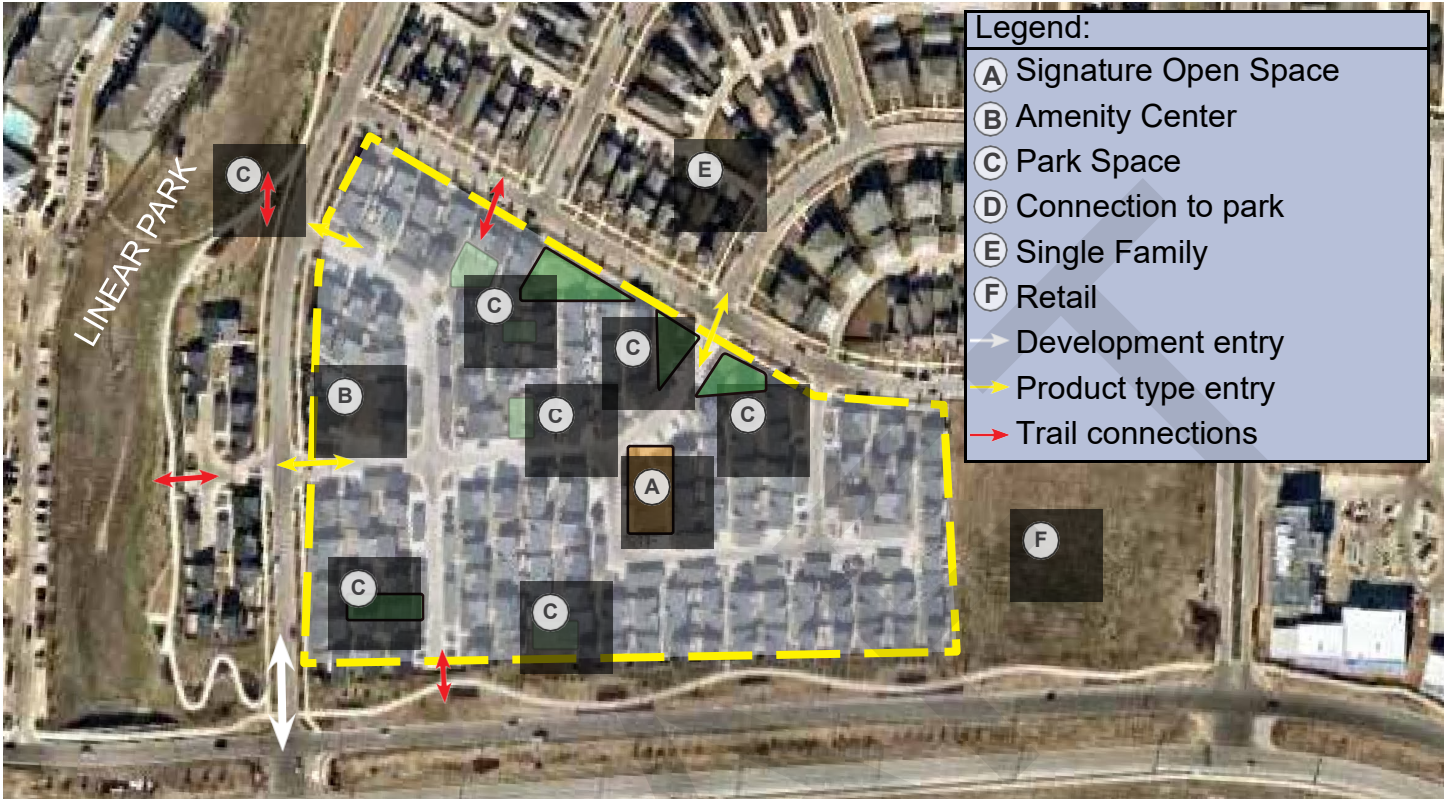
Developments shall take into consideration the project location and provide connections between adjacent residential or commercial developments and natural features. The following shall be considered when developing the site plan for the project:

1. Provide pedestrian and vehicular connections to city parks or schools by integrating open space near these elements to create a connected open space network.
2. Pathways shall be provided to adjacent developments through natural corridors and/or other trails or sidewalk systems. These trails or sidewalks shall be stubbed out to the edge of the property for future connections.
3. Provide pedestrian connections to/from adjacent retail/commercial.
4. The design of internal private streets should provide safe pedestrian and vehicular connections within the development
5. Provide pedestrian and vehicular connections to adjacent properties and roadways.
6. Pedestrian connections internal to the development should occur “off-street” within a system of pedestrian friendly connections through sidewalks / passageways / trails or connected open space to support Celina’s Life Connected vision for the City.

EXAMPLE CONNECTED COMMUNITY: Urbana at Goodnight Ranch, Austin TX

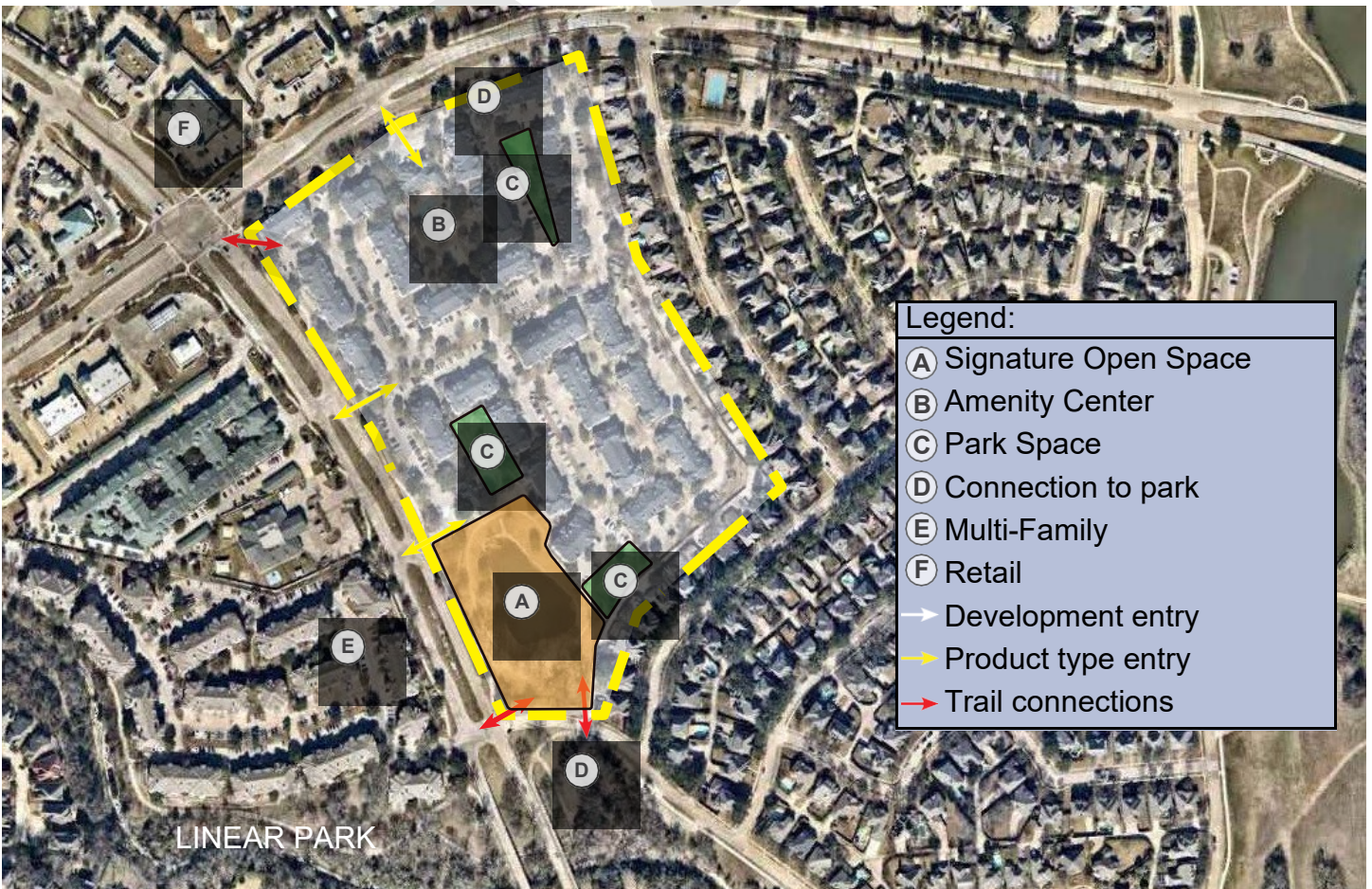


MF-0 EXAMPLE: Urbana at Goodnight Ranch, Austin TX



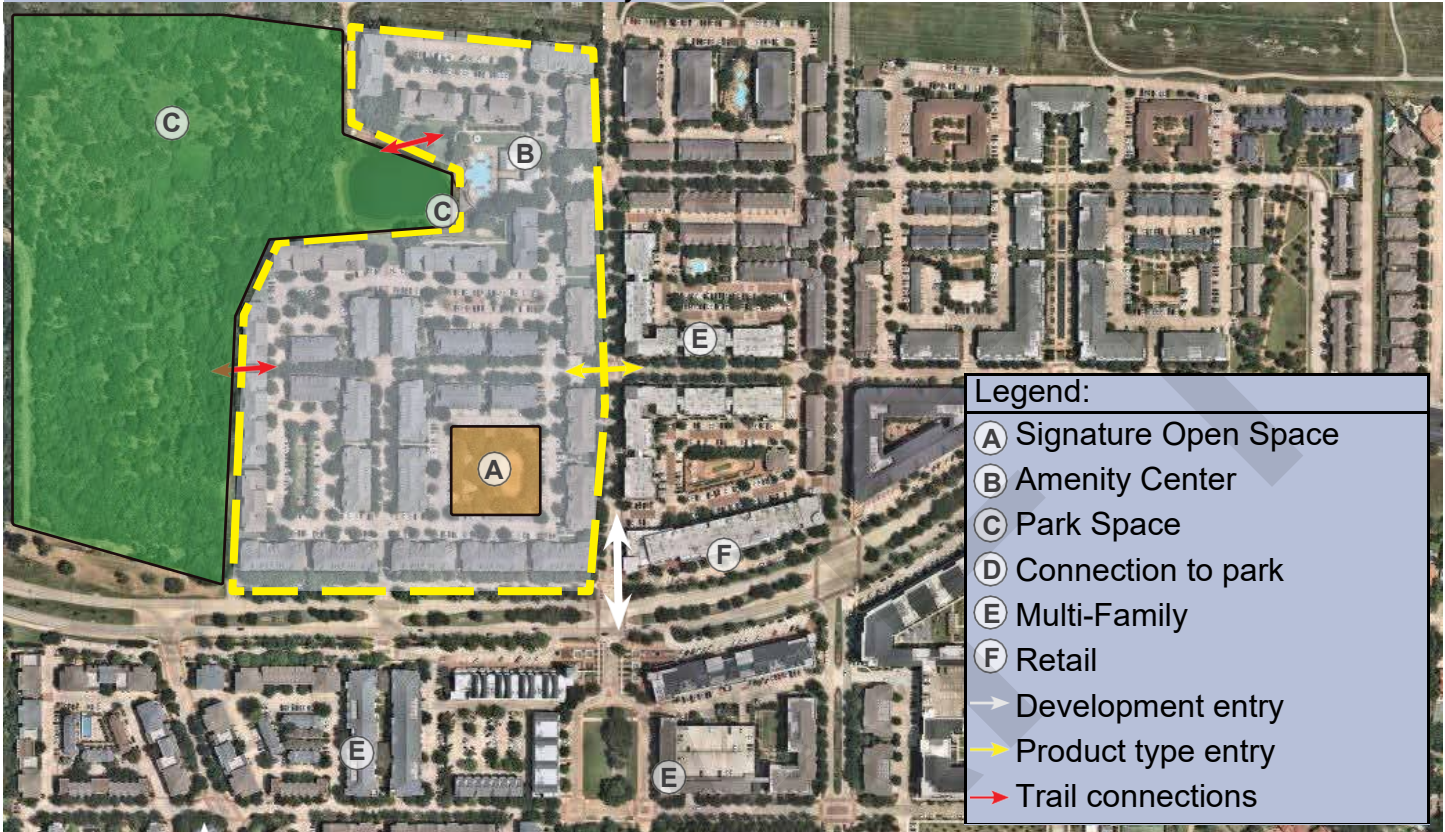
MF-1 EXAMPLE: Breckenridge Point, Richardson TX

Map data: Google, Near Map



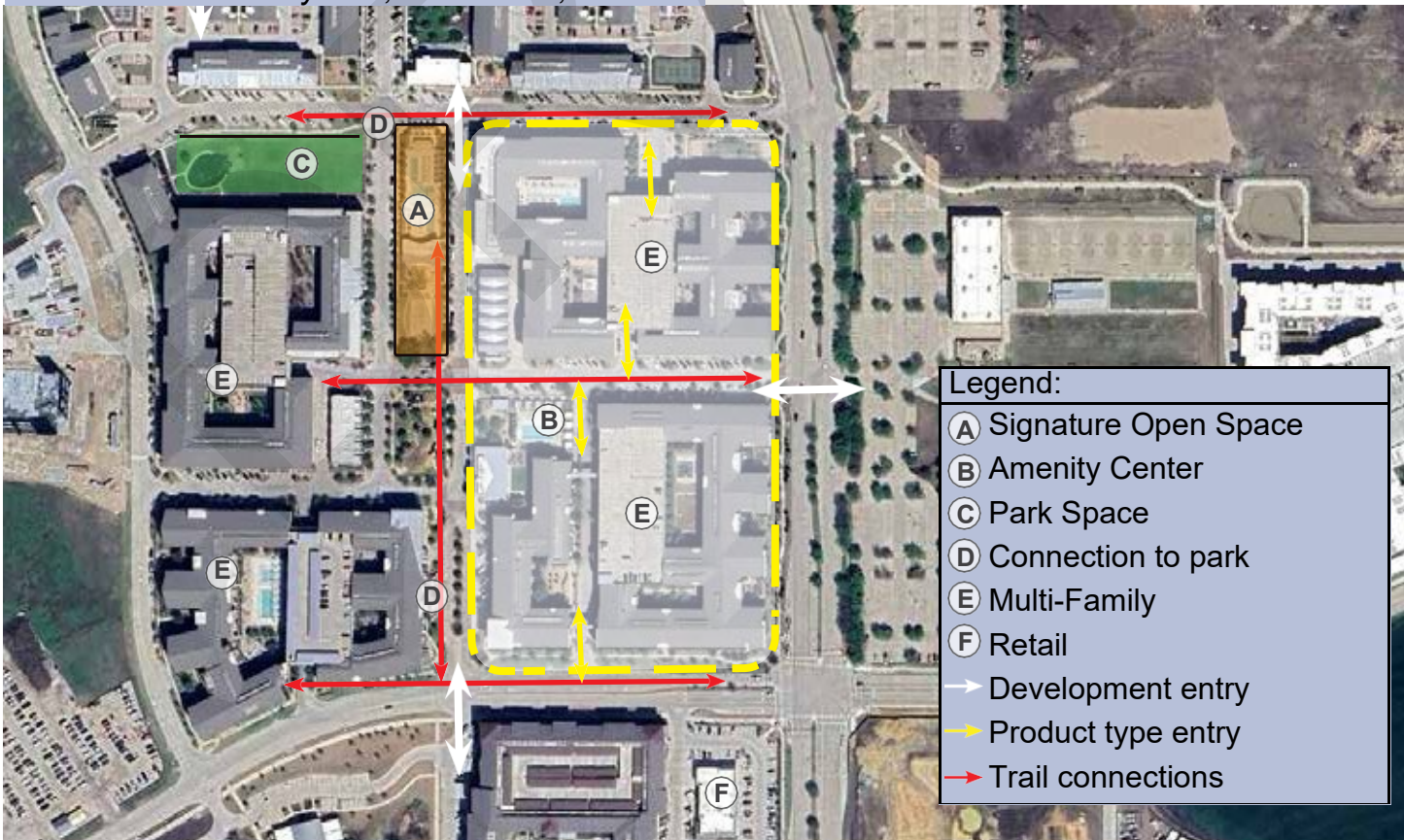
MF-2 EXAMPLE: Austin Ranch, The Colony TX

Map data: Google, Near Map



MF-3 EXAMPLE: City Line, Richardson, TX

Map data: Google, Near Map

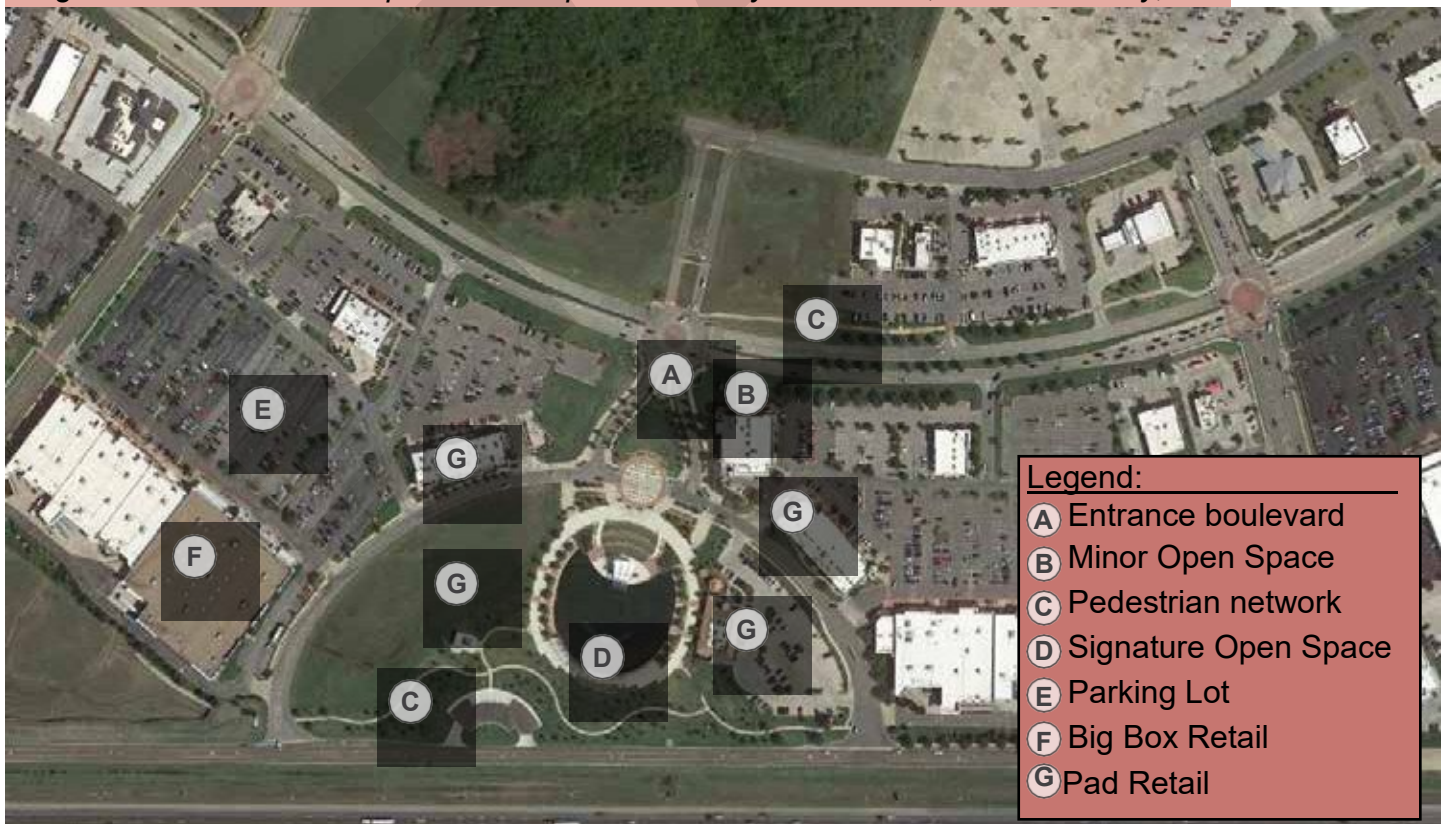


GENERAL PROJECT LAYOUT

This Vision Book provides guidance for retail pad sites and larger connected development sites with in-line retail and/or big box. The goal is to create walkable developments that provide connection opportunities to adjacent retail and residential developments and that the open space that is required is usable and meaningful to the user.

1. All developments shall take into consideration the project location to provide both vehicular and pedestrian connections between adjacent developments, parks, schools, open space, or natural features.
 - a. Where possible utilize existing natural corridors for trail connections;
 - b. Provide stub outs to future trail connections.
2. Larger Multi-Tenant developments - utilize a full development open space plan that satisfies the open space requirement needs through creating safe connected walkways and usable open space for the entire development.
 - a. Signature Open Space (SOS) and multiple minor open spaces are required.
 - b. Encourages the use of detention / retention areas for Signature Open Space (SOS).
 - c. Provides a centralized gathering space. This may be counted as a Signature Open Space or as Minor Open Space.
 - d. Increases the opportunity to incorporate courtyards adjacent to or within the front facade zone of the building.

Large Multi-Tenant Development Example: University North Park, Oklahoma City, OK



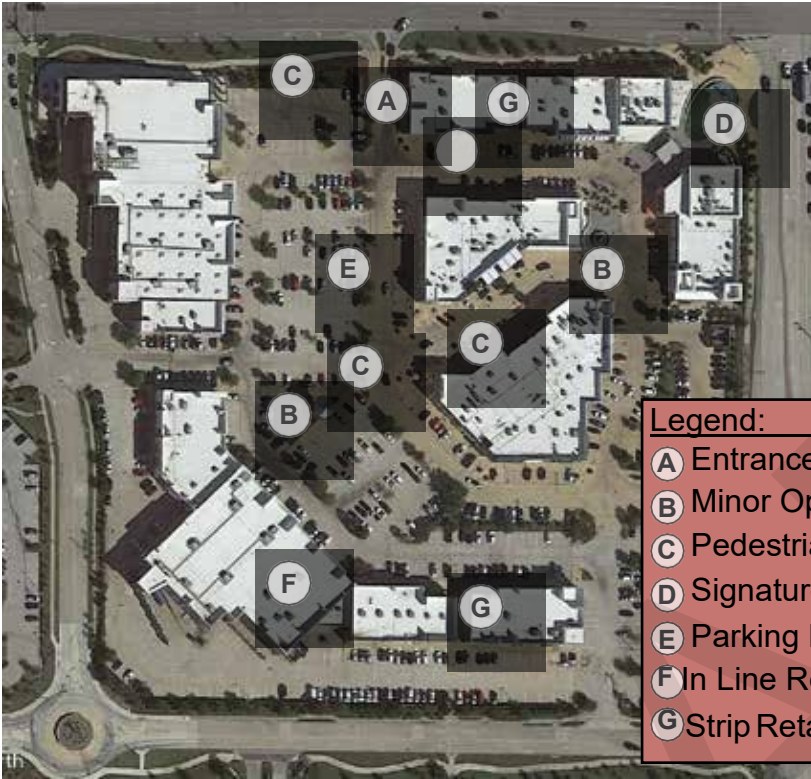
Map data: Google, Maxar Technologies

COMMERCIAL

10

General Conditions

FULL DEVELOPMENT EXAMPLE: South Lake, TX



Legend:

- A Entrance boulevard
- B Minor Open Space
- C Pedestrian network
- D Signature Open Space
- E Parking Lot
- F In Line Retail
- G Strip Retail

Map data: Google, Maxar Technologies

FULL DEVELOPMENT EXAMPLE: Frisco, TX



Legend:

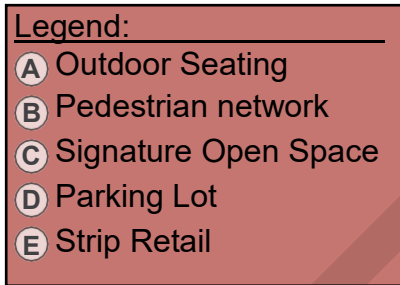
- A Entrance boulevard
- B Minor Open Space
- C Pedestrian network
- D Signature Open Space
- E Parking Lot
- F In Line Retail
- G Strip Retail

Map data: Google, Maxar Technologies

STRIP DEVELOPMENT EXAMPLE: Dallas, TX



Map data: Google, Maxar Technologies

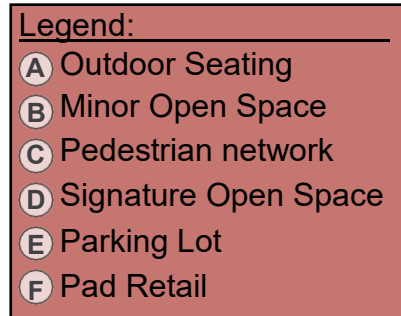


3. Smaller single tenant or pad sited development shall include Minor Open Space.
 - a. Provide connection to adjacent development by maintaining the front facade in the same general area as the adjacent development.
 - b. Open Space requirement may be met by providing a single usable area that is connected with the building and easily accessible to the users of the facility.

Pad Sited: Prosper, TX



Map data: Google, Nearmap



General Open Space

The type, size, and location of open spaces within the community are just as important as the amount of cumulative open space. Quality open space should provide the opportunity for users to interact in small to large groups. Each space should have a unique quality and be located within reasonable walking distance of the designated user group it serves, and shall be safely connected to the city's trail or pedestrian sidewalk system. Open Space dedication requirements are described in the Celina Subdivision Ordinance.

- Shall be a minimum of 10' wide and minimum 300 SF in size and located outside of the R.O.W. The calculation may include area that is less than 10' in width if it is contiguous with the open space. Any area that is less than 10' in width shall not consist of more than 10% of the contiguous open space.
- Signature Open Space (SOS) improvements shall be required in conjunction with any commercial or multi-family building 15,000 square feet (cumulative) or larger.

The following spaces / items cannot be counted toward any open space:

- Vehicular Paving
- Building Foot Prints
- Utility Yards
- Parking lot tree islands
- Required landscaping per Zoning Ordinance (Landscaping Requirement);
- Required Licensed Child Care Facility play space; or
- Open space that is not publicly accessible or highly visible (except for multi-family).

There are 3 levels of open space identified in this document:

- Signature Open Space (SOS)
- Minor Open Space (MOS)
- Amenity Center Open Space

CONTIGUOUS OPEN SPACE CALCULATION:



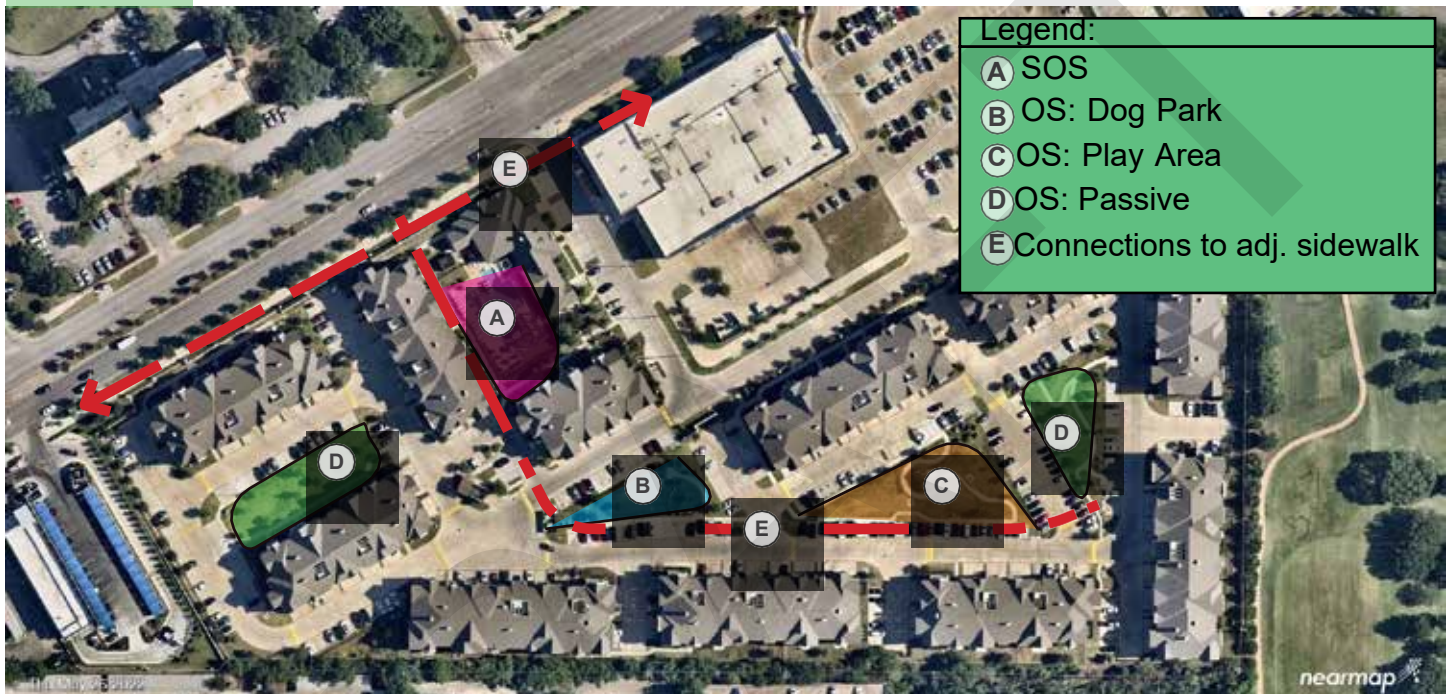
Parking islands do not count toward the required open space

Multi-Family

- Multi-Family developments shall have a minimum of one outdoor amenity / leasing center space in addition to a Signature Open Space (SOS).
- Open space provided for residents' use only may be counted toward the required open space.

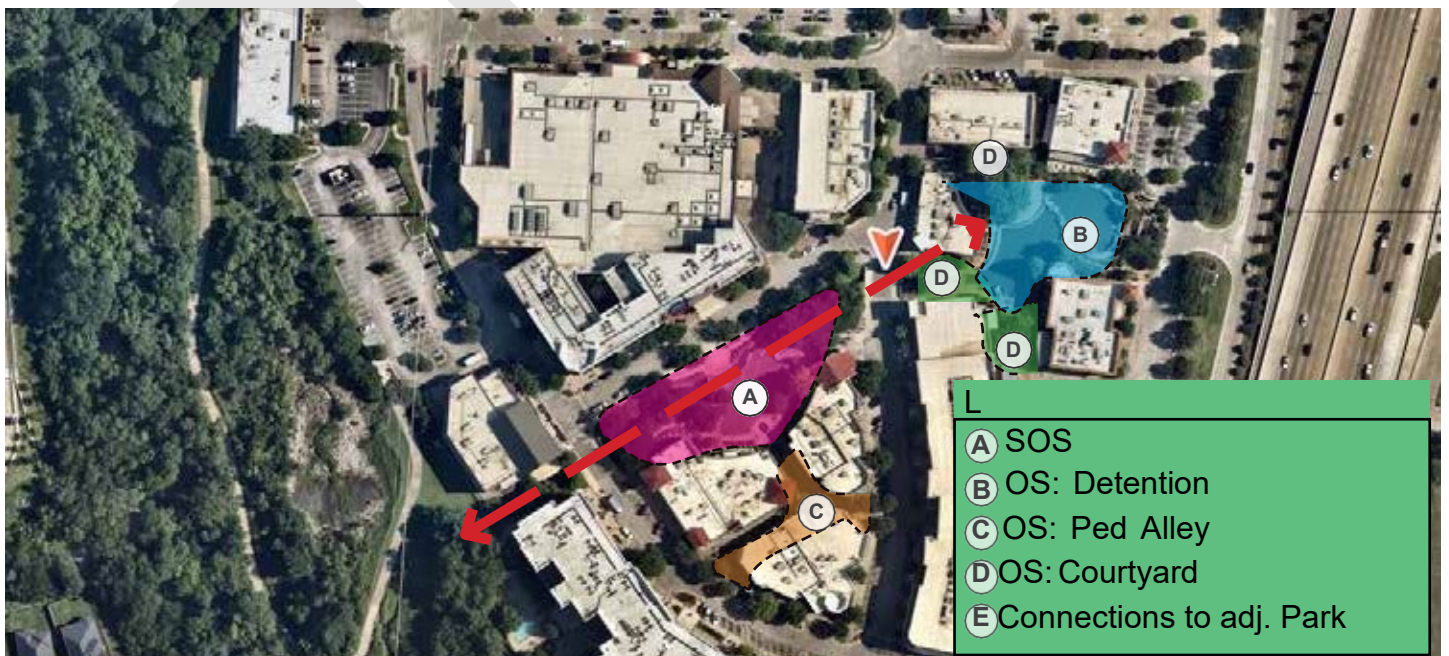
MULTI-FAMILY OPEN SPACE TYPOLOGIES (20% OPEN SPACE CODE REQUIREMENT)

Dallas, TX



RETAIL OPEN SPACE TYPOLOGIES

Dallas, TX



Signature Open Space (SOS)

Signature Open Space (SOS) improvements shall be required in conjunction with any commercial or multi-family building 15,000 square feet (cumulatively counted) or larger (excluding MF-3). Elements, both in terms of quality and quantity, shall be in scale with the development, as determined by the Director.

Each SOS shall incorporate a minimum of 6 of the following elements:

- A decorative pathway with enhanced pavement traversing the open space with adequate illumination;
- Patio/plaza/Synthetic Turf Space of adequate size for mass gathering space;
- Signature tree;
- Furniture and monuments, such as benches, low masonry seating walls, trash receptacles, and education plaques;
- Overlook (in association with retention/detention ponds or other comparable situations);
- Sculptures, and/or pedestrian entry monuments/gateways;
- Water features, excluding required retention/detention ponds;
- Shade structures such as pavilions or pergola;
- Pollinator gardens or raised planter beds;
- Incorporation and integration of natural features, such as creeks, drainage areas, riparian woodlands, floodplains, and waterways, where and when practical, in compliance with all Engineering Design Standards

Detention or Retention Ponds shall be considered as a SOS if they meet the above element requirements, are amenitized per the below, and meet all of the City of Celina Engineering Design Standards:

1. Minimum slope of 6:1 for detention ponds and 4:1 for retention ponds;
2. Provide for a 10' minimum flat surface at the top of the bank suitable for a concrete sidewalk or trail;
3. Provide an additional landscape area on the outside of the trail for perimeter trees;
4. Perimeter trees shall be planted on the perimeter of the facility at a rate of one large canopy tree for every 50 linear feet;
5. Walls and pits are prohibited;
6. Detention ponds may not be located in a landscape buffer area adjacent to perimeter roadways;
7. Accessible by the public; and
8. Natural stone or brick veneer is required on headwalls, bridges, wall, culverts, retaining walls, and like structures.
9. Where possible, not separated from adjacent retail by firelane or parking
10. Other features as approved by the Director.

Century Court, College Station, TX

Signature Open Space (SOS)



OPEN SPACE

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Signature Open Space (SOS)

EXAMPLES: MF

La Villita, Las Colinas / Irving, TX



La Villita, Las Colinas / Irving, TX



Multi-family Courtyard



EXAMPLES: DETENTION OR RETENTION PONDS**Granite Park, Plano TX****Glorias Restaurant, Frisco TX**

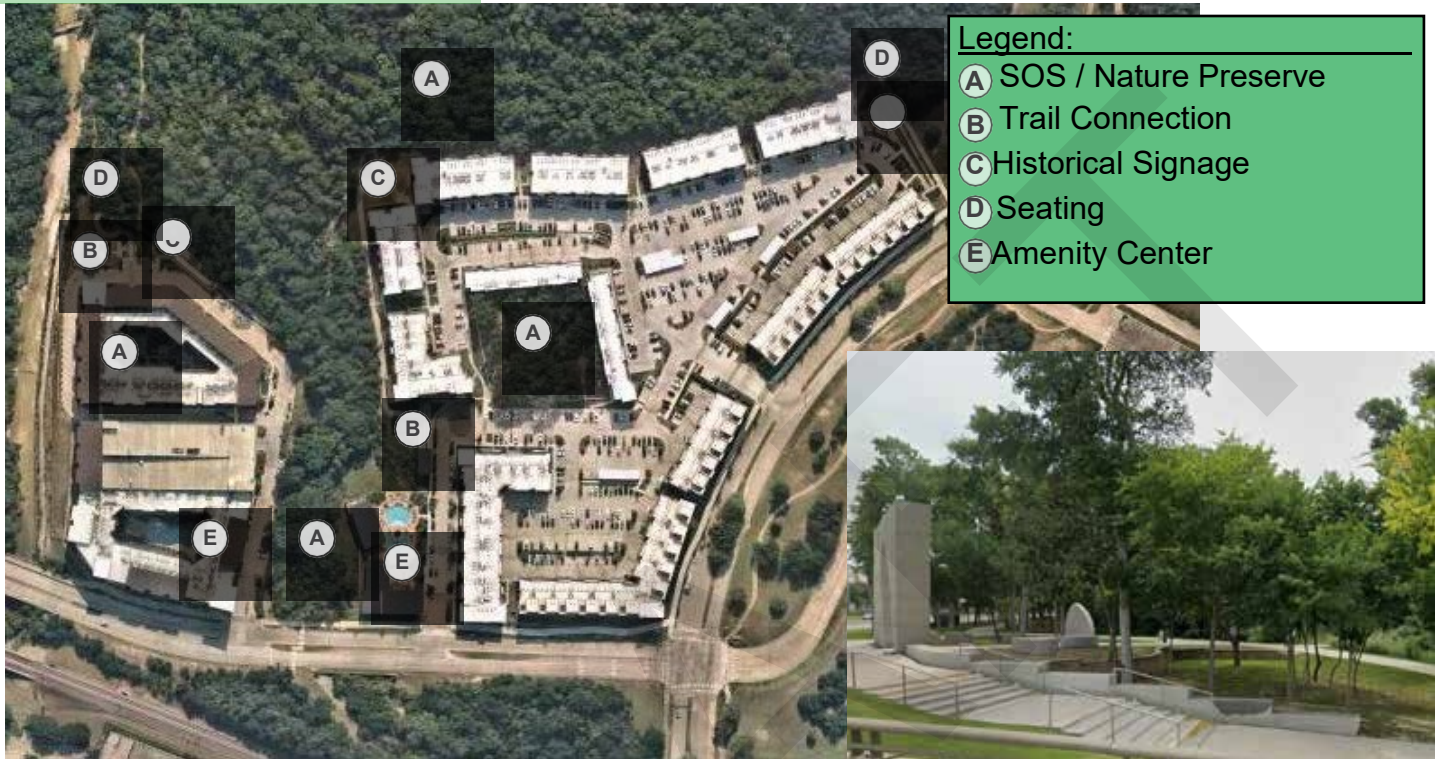
OPEN SPACE

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Signature Open Space (SOS)

EXAMPLE: NATURAL AREAS

The Shacks, The Colony, TX



The Shacks, The Colony, TX



Amenity Center Open Space

Amenity Center Open Spaces are required for MF land uses. Elements, both in terms of quality and quantity, shall be in scale with the development, as determined by the Director.

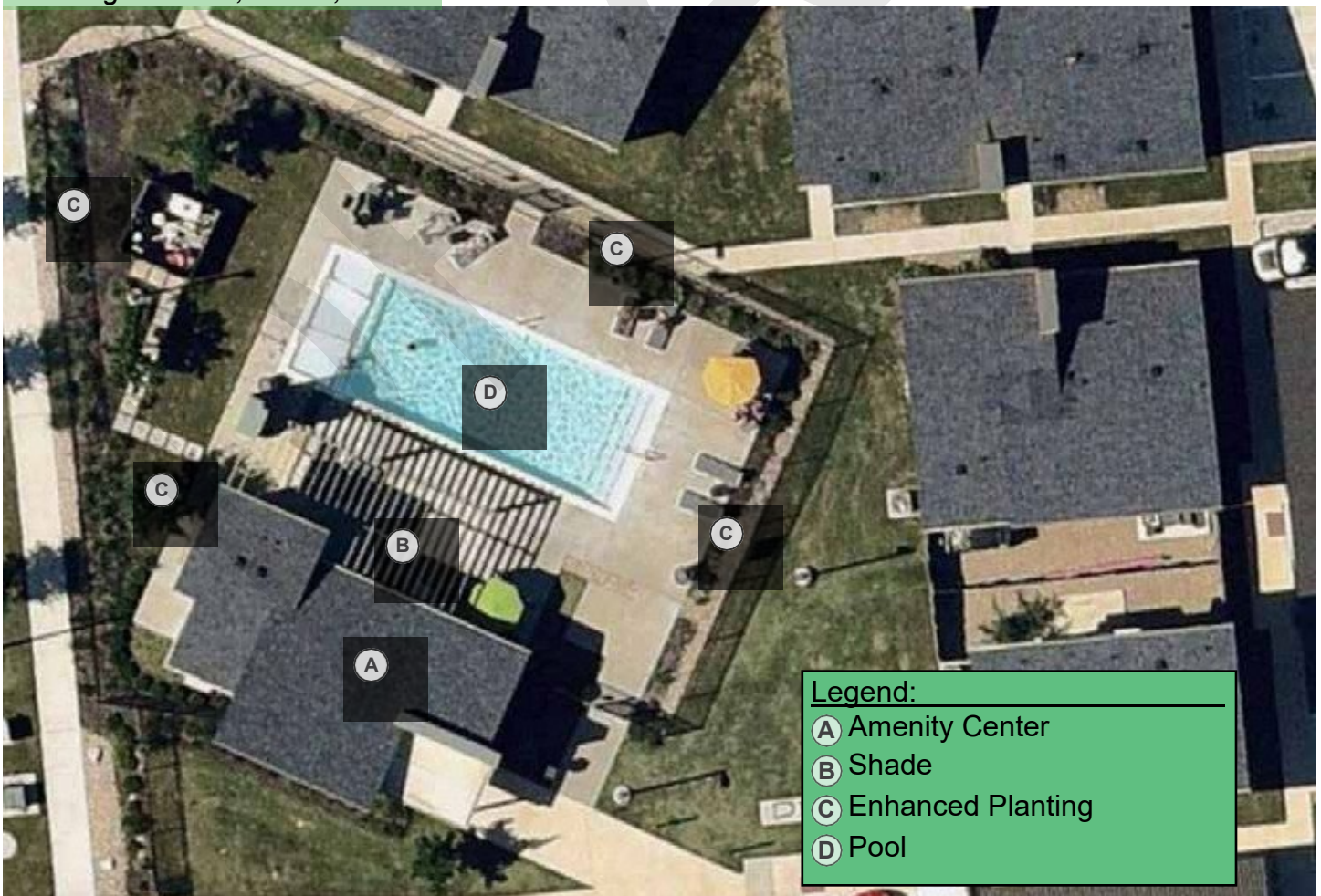
This open space type shall include at least 4 of the following:

- Pool appropriately sized for the development
- Accessory features such as pool fountains, spa, or tanning ledge
- Shade structures (cabanas, pergolas, etc)
- Gathering space (synthetic turf or enhanced paving)
- 25% enhanced planting
- 25% enhanced paving
- Children's play area (splash zone, play structure)
- Enhanced fencing with masonry columns
- Outdoor kitchen
- Outdoor fire pit

The list is not meant to be exhaustive, but provides general guidance for the expected level of quality for the open space.

MF-0 EXAMPLE

Goodnight Ranch, Austin, TX



OPEN SPACE

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Amenity Center Open Space

EXAMPLE: MF-1

Cortland on Cherry Creek, Denver CO



MF-1&2 EXAMPLE

Lincoln Kessler Park, Dallas, TX



Minor Open Space

Minor Open Space (MOS) is considered any other open space that is not identified as an Amenity Center Open Space (MF Only) or SOS. Elements, both in terms of quality and quantity, shall be in scale with the development, as determined by the Director. MOS is required of all multi-family and non-residential development, regardless of size.

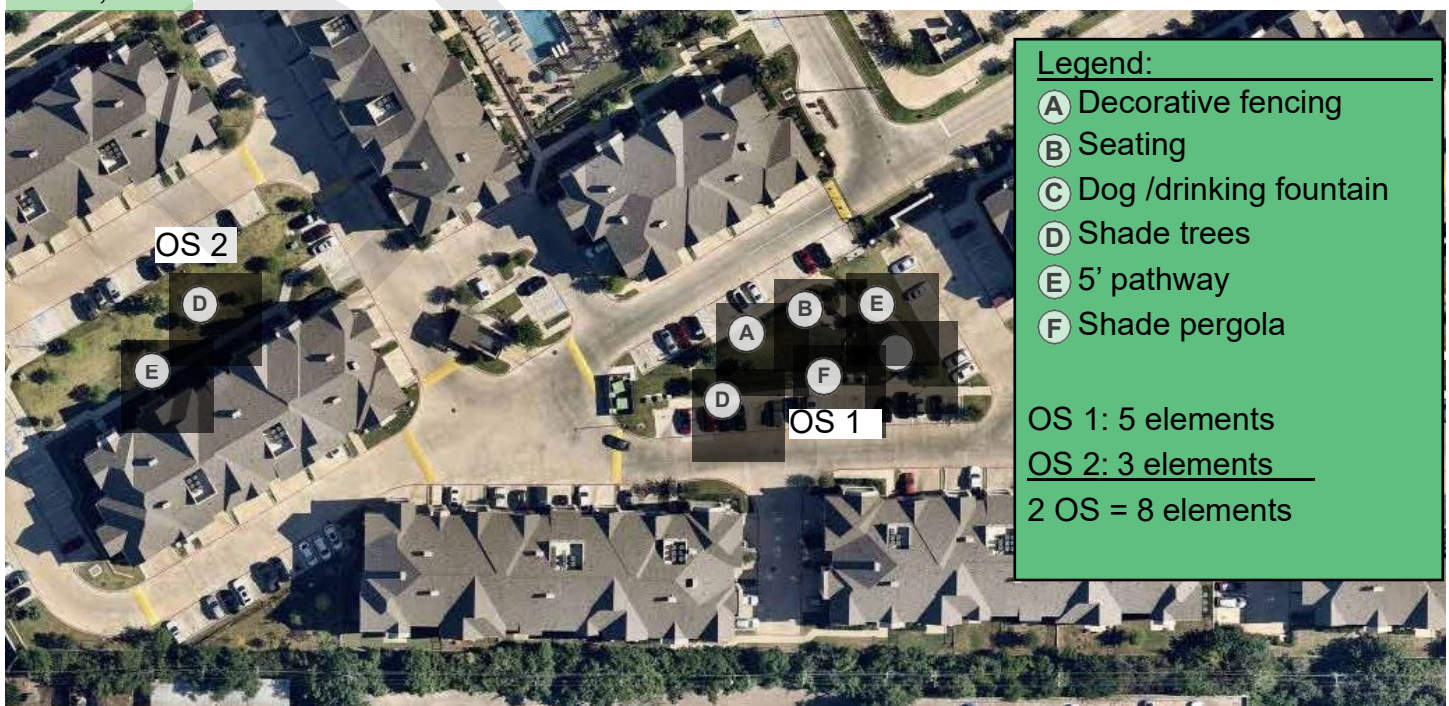
In addition to the minimum standards set forth in the City of Celina Zoning Ordinance, each Minor Open Space shall generally include the following elements:

- Min. 5' wide pathway connecting elements within the open space;
- Shade trees spaced in a manner to provide shade to the open space;
- Seating areas (benches, natural seating, tables and chairs, etc.);
- Play areas (Play structures, sport courts, exercise equipment, etc.);
- Shade structures (Pavilions, trellis, cabanas, overhead building extensions, etc.);
- Synthetic turf for gathering areas;
- Jogging trails;
- Entry monumentation (columns, plaques, signage, art, etc.);
- Sculpture;
- Decorative fencing;
- Drinking fountains;
- Decorative fountains.

The list is not meant to be exhaustive, but provides general guidance for the expected level of quality for the open space. Where multiple Minor Open Spaces are provided, the elements above may be combined so that no less than 2 elements are provided in a smaller open space as long as the total number of elements for the project meets the total cumulative requirement.

MINOR OPEN SPACE TABULATION

Dallas, TX



OPEN SPACE

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Minor Open Space

The following pages identify different types of Minor Open Spaces and how they meet the requirements of Minor Open Space calculation may include area that is less than 20' width but contiguous with the courtyard.

COURTYARDS

Space within the development for gathering that is separate from the amenity / leasing space.

- 2,000 SF min.
- 5' width pathway connecting internal elements
- Connects to adjacent walkways
- Enhanced planting
- Enhanced paving
- Pedestrian lighting (Festoon, bollard, pole)
- Surrounded on 3 sides by buildings
- Sculpture
- Fountain
- Seating areas
- Scale 2:1 Building height to space width

MF-1&2 EXAMPLE



EXAMPLE: MF-1&2

Austin Ranch, The Colony, TX



Legend:

- A Courtyard
- B Enhanced Planting
- C Walkways
- D Enhanced Paving
- E Enclosed on 3 sides
- F Fountain
- G Seating

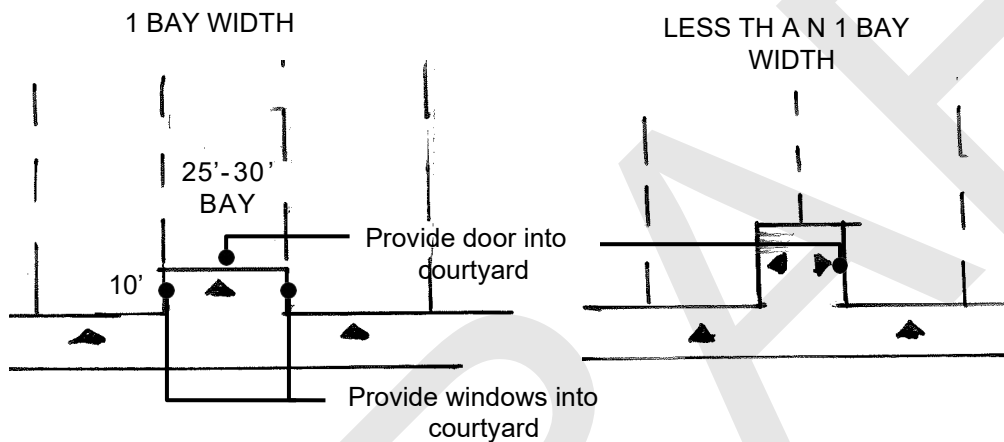


COURTYARDS - COMMERCIAL

Space between stores/offices that is set back from the building facade and used for outdoor dining or gathering. These spaces may be much smaller than MF courtyards.

- 20' width at entry point;
- If fronting parking, a bump out in the parking area immediately fronting the courtyard should be provided to increase the perceived size of the space and create a buffer between the parking lot with landscape;
- Building entries to the courtyard are highly encouraged and may be located on the sides or back of the courtyard

COURTYARD ACCESS DIAGRAM



EXAMPLE: COMMERCIAL

Southlake, TX



Legend:

- A Courtyard
- B Enhanced Planting
- C Walkways
- D Enhanced Paving
- E Enclosed on 3 sides
- F Seating

OPEN SPACE

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Minor Open Space

PEDESTRIAN PASSAGEWAY

The space between buildings that create connections inside of the community, between the front and rear of a building, and between amenity spaces. The creation of pedestrian passageways is encouraged.

- 15' wide minimum.
- MF - 6' wide min. concrete walkway.
- Seating.
- Enhanced paving.
- Enhanced planting (commercial projects may use raised planters and trees in tree wells).
- Shade: May be addressed with building orientation, shade structures or trees.
- Sides of buildings facing the passageway should be articulated and have windows and/or doors that engage the space.

Gateway Crossing, Plano TX



Frisco, TX



Legend:

- (A) Enhanced Planting
- (B) Walkways
- (C) Enhanced Paving
- (D) Fountain
- (E) Seating
- (F) Shaded

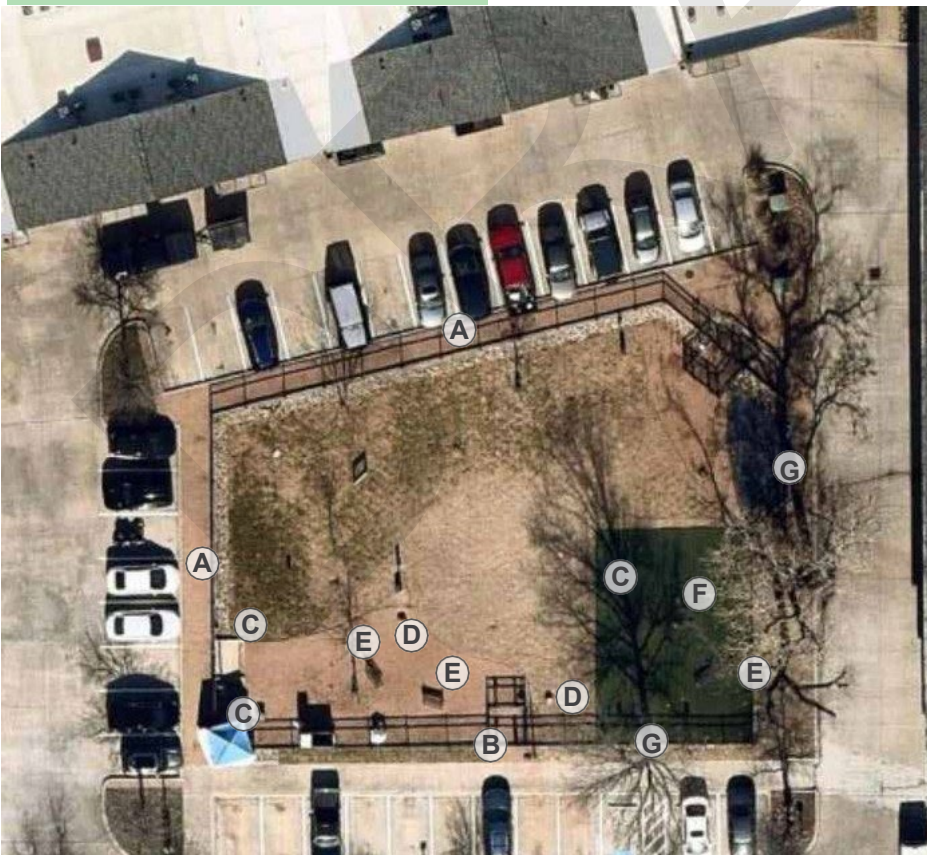


DOG PARK

Space within the development for users to take their dogs to run off-leash. The park shall be enclosed with a fence and located so that it does not create a sound or waste issue for adjacent residents. The area directly outside of dog park fence may be counted toward this open space calculation if the area is an enhanced landscape or hardscape material or if the area contains landscape and trees.

- Min. 4' tall open ornamental metal fence (no chain link);
- Seating inside dog park fencing;
- Double access gate that creates a safe zone between the public entry and park exit;
- If dog park is large enough, provide separate large and small dog zones;
- Combined dog and people water fountain provided for each dog park separation;
- Hose bib for cleaning (may be included in the water station);
- 2 dog waste stations per dog park separation;
- Shade structure;

Dallas, TX

**Legend:**

- (A) Fence
- (B) Double access Gate
- (C) Shade
- (D) Drinking fountain
- (E) Seating
- (F) Waste Stations
- (G) Trees



Quality Guidelines

The quality of the furnishings and materials provided in the open spaces is important for reducing maintenance issues and increasing longevity for the developments.

Where manufacturers are listed for high quality elements, alternate manufacturers may be selected if they provide the same level of product specification quality. The examples provided are not intended to be all encompassing but to provide general direction for material and quality selection.

FURNITURE:

Shall be made of non-corrosive metal or a combination of non-corrosive metal and long lasting composite / wood like (recycled material).

- Where metal is utilized for seating, consideration should be given to using aluminum neutral colors to reduce heat gain and create a comfortable seating condition during summer months.
- Where composite material is utilized, the material should consist of recycled Linear Low Density Polyethylene (LLDPE) and composite wood which is extruded into the shapes required for the furnishing.
- Bike racks shall be considered as part of the design and built in to the environment.

SEATING



WASTE BINS



BICYCLE RACKS



DOG WASTE STATIONS:

- Shall be made of non-corrosive metal and/or recycled plastics;
- Located along pathways and within the fenced-in area of dog parks;
- Shall include signage that requires the pick up and disposal of pet waste and identifying the waste bin;
- Shall include a waste bin and location for waste bags;
- Shall be located away from benches, gathering spaces or other seating areas.
- Neutral in color



ENHANCED PLANTING:

Enhanced planting is defined as any planting area that includes:

- Plant material other than turf or ground cover alone;
- Includes ornamental trees but not shade trees.
- Pollinator gardens



ENHANCED PAVING:

Is considered any paving other than standard concrete with broom, salt rock, or sand blasted finish. May include the following:

- Concrete unit pavers
- Brick pavers
- Colored and/or stamped concrete
- Decomposed granite, loose gravel, or mulched walking paths are not considered enhanced paving.



Paving design should encourage safe, unhampered pedestrian circulation and reinforce connections between adjacent neighborhoods and public spaces. All pedestrian walkways, trails, multi-use paths, and sidewalks shall be considered components of the pedestrian circulation system.

- Stamped and stained paving areas are required at crosswalks, site entries, and building entrances to delineate pedestrian zones and accent large expanses of concrete.
- Where a pedestrian walkway or accessibility route crosses a street at a major intersection or crosses the shop-front drive lane, the crosswalk shall be clearly delineated with enhanced paving that should extend into the sidewalk zone.



PLAY STRUCTURES:

Shall be made of non-corrosive metal or a combination of commercial grade non-corrosive metal.

- Where metal is utilized for seating, consideration should be given to using aluminum to reduce heat gain and create a comfortable seating condition during summer months
- Acceptable specifications:
 - a. Play area - protected from adjacent streets by planting, low seat wall or fencing not to exceed 36" in height.
 - b. Playground - shall include multiple age groups and shall provide opportunities for all-inclusive play. The playground equipment shall incorporate shade. Shade may be provided in the form of shade structure, canopy, or adjacent trees. Metal slides are prohibited.
- Seating - Multiple types of seating may be provided. Where metal is utilized for seating, commercial grade non-corrosive metal should be used.



Location Criteria

MF-0. Locations of MF-0 development should be sited on tracts that are more challenging to develop with limited alternative opportunities, or as a buffer between Single-Family zoning districts and more intense uses. Prime real estate, larger tracts with higher and better land uses, and speculative situations are discouraged from being developed as Horizontal Multi-Family.

MF-1. Locations of MF-1 development should be sited adjacent to areas that have generally lower density suburban, residential development, which might be more challenging to develop for various reasons, and is not anticipated to develop with an urban character or with higher value options.

MF-2. Locations of MF-2 development are typically provided at the edge of urban centers, often combined with commercial, office, and entertainment uses in close proximity. MF-2 should be sited in areas that will develop with more intensity, such as at major intersections and crossing arterials or other mixed-use hubs throughout Celina.

MF-3. Locations of MF-3 development should be sited in areas that will develop with an urban character, such as along major regional corridors, major intersections, or as an integrated component of a mixed-use destination center.

Safety & Security

Celina shall review and revise its building codes, fire codes, zoning regulations, and other applicable regulations to ensure that the latest and greatest safety and security functions, features, products, and designs are required in the base codes. Resident safety is a critical component of Celina's long-range Life Connected vision for all its residents, both present and future.

Entitlement Summary

Considering the existing multi-family entitlements in Celina and its ETJ, future multi-family entitlements should be restricted to higher-value products with structured parking. Entitlements for surface-parked projects should receive high scrutiny and be limited in application.



Life Connected.

**MULTI-FAMILY & COMMERCIAL
VISION BOOK**



Life Connected.

**CITY COUNCIL WORKSESSION
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
MONDAY, JULY 31, 2023
9:00 AM
MINUTES**

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the Worksession of the Celina City Council to order at 9:00 a.m. on Monday, July 31, 2023, and announced a quorum was present.

Attendee Name	Organization	Title	Status	Arrived
Tony Griggs	City of Celina	Place 6	Present	
Philip Ferguson	City of Celina	Place 1	Present	
Jay Pierce	City of Celina	Place 2	Present	
Wendie Wigginton	City of Celina	Place 4	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Mindy Koehne	City of Celina	Place 5	Present	
Sean Terry	City of Celina	Mayor	Present	

II. OPEN FORUM:

III. EXECUTIVE SESSION:

As authorized by Section 551.071 of the Texas Government Code, the Regular Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein.

The Celina City Council convened into Executive Session at 9:01 a.m.

- A. Removal and appointment of Board Members to the Celina Economic Development Corporation.

Reconvene Into Open Session

The Celina City Council reconvened into Open Session at 9:11 a.m.

- B. Discuss and consider action regarding removal and appointment to the Board of Directors for the Celina Economic Development Corporation.

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Griggs, the Council voted four (4) for and two (2) opposed, with Councilmember Hopkins and Councilmember Koehne casting the votes in opposition, to remove Kyle Rose from the EDC Board and appointing Philip Ferguson, Tony Griggs, and Wendie Wigginton to fill the vacancies on the EDC Board. The motion carried.

RESULT:	ADOPTED [4-2]
MOVER:	Jay Pierce, Place 2
SECONDER:	Tony Griggs, Place 6
AYES:	Griggs, Ferguson, Pierce, Wigginton
NAYS:	Hopkins, Koehne

IV. WORKSESSION:

- A. Discussion regarding FY 23-24 Proposed Annual City Budget.
- B. Discussion regarding FY 23-24 Proposed Economic Development Corporation Budget.
- C. Discussion regarding Special Events Policy.

V. ADJOURNMENT:

Mayor Tubbs adjourned the Worksession of the Celina City Council at 2:00 p.m. on Monday, July 31, 2023.

Ryan Tubbs, Mayor

Lauren Vaughns, City Secretary



Life Connected.

**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, AUGUST 8, 2023
5:00 PM
MINUTES**

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the Regular Meeting of the Celina City Council to order at 5:01 p.m. on Tuesday, August 8, 2023 and announced a quorum was present.

Attendee Name	Organization	Title	Status	Arrived
Tony Griggs	City of Celina	Place 6	Present	
Philip Ferguson	City of Celina	Place 1	Present	
Jay Pierce	City of Celina	Place 2	Present	
Wendie Wigginton	City of Celina	Place 4	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Mindy Koehne	City of Celina	Place 5	Present	
Ryan Tubbs	City of Celina	Mayor	Present	

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. EDC Local Business Report - Granny's Bakery (Jackson)

Alexis Jackson, Economic Development Director, introduce Makayla Everson with Granny's.

B. Recognition of the Summer Reading Award recipients. (Shaw)

Linda Shaw, Library Director, presented the winners of the Summer Reading awards.

C. Presentation on Data Driven Approach to Crime and Traffic Safety (DDACTS) implementation through Selective Traffic Enforcement Program (STEP) and Traffic Division. (Phillips)

Jeremiah Phillips, Police Sergeant, reviewed the DDACTS program.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Introduction of new employees, recognitions, promotions. (McAfee, Mohan)

- B. Discussion regarding 2023 Boards and Commissions appointment process. (Frank)

Wesley Frank, Assistant to the City Manager, provided an update on the Board and Commission application process.

- C. Discussion regarding City Water Tower Lighting Policy. (Monaco)

Joe Monaco, Marketing Director, reviewed the City Water Tower Lighting Policy.

- D. Discussion regarding Council videos with local businesses. (Monaco)

Joe Monaco, Marketing Director, led discussion regarding Council videos with local businesses.

- E. Discussion regarding the Multi-Family & Commercial Vision book. (McAfee)

Dusty McAfee, Executive Director of Development Services, led discussion regarding the Multi-Family & Commercial Vision Book.

- F. Presentation of the Library Master Plan. (Shaw)

Linda Shaw, Library Director, introduced Maureen Arndt, with 720 Design, who provided an overview of the proposed Library Master Plan.

- G. Review of arterial on-street bike lanes. (Brawner)

Kim Brawner, Assistant City Manager, introduced Nathan Ante with Kimley Horn, who presented arterial bicycle lanes in the City.

- H. Presentation of the City of Celina Roadway Pavement Condition Index (PCI) rating results for 2023. (Figueroa)

Andrew Figueroa, Director of Public Works, reviewed the City's PCI rating.

- I. Discussion regarding updates to the Downtown Code. (McAfee)

Dusty McAfee, Executive Director of Development Services, led discussion regarding updates to the Downtown Code.

- J. Quarterly Updates: (for informational purposes only)

Development Services Quarterly Report (McAfee)

Finance Department Budget Quarterly Report. (Galizia)

Fire Department Quarterly Report (Metdker)

Human Resources Quarterly Report. (Peters)

Organizational Development Quarterly Report. (Hunn)

Police Department Quarterly Report. (Cullison)

Public Services Quarterly Report. (Brawner)

V. OPEN FORUM:

Joe Stalling spoke regarding Rainwater Crossing.

Janice Stalling spoke regarding Rainwater Crossing and Ousley Park.

VI. 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.)

The City Council convened into Executive at 6:55 p.m.

Texas Government Code Section 551.071 Consultation with Attorney:

A. Discussion regarding Eland Ranch development.

B. Discussion regarding Senate Bill 2038 of the 88th Regular Legislative Session.

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

C. Discussion regarding downtown recreation center.

D. Discussion regarding TNMP transmission line alignment.

E. Discussion regarding 41-C land acquisition.

F. Discussion regarding Ownsby right-of-way acquisition.

G. Discussion regarding potential Development Agreement with Grace Bridge.

Reconvene Into Open Session

The Celina City Council Reconvened Into Open Session At 8:17 p.m.

H. Consider and act upon any items discussed in executive session.

No action was taken.

VII. CONSENT AGENDA:

Mayor Tubbs removed Consent Agenda item "C" for individual consideration.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wendie Wigginton, Place 4

SECONDER: Andy Hopkins, Place 3

AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

- A. Review and acceptance of the Quarterly Investment Report for the period ended June 30, 2023. (Bromiley)

- B. Consider and act to purchase upgrades to the existing access control systems through a cooperative contract with TIPS in an amount not to exceed \$122,421.08. (Quigley)
- D. Consider and act to authorize additional contingency funds for the Downtown Patio Project in an amount not to exceed \$110,000.00. (Berry)
- E. Consider and act to award bid 2023-054 for DC Ranch Phase 3 to ANA Site Construction in the amount of \$266,814.00 plus ten percent contingency in the amount of \$26,681.40 for a total amount not to exceed \$293,495.40 and to reject the low bid from AT Construction. (Berry)
- F. Consider and act to authorize the use of contingency funds for Parvin Road Asphalt Improvements and authorize Change Order 1 in an amount not to exceed \$174,440.00. (Berry)
- G. Consider and act to authorize the purchase of five vehicles for Development Services from Grapevine Dodge and Silsbee Ford through a cooperative agreement with BuyBoard and TIPS in an amount not to exceed \$196,044.25. (Quigley)
- H. Consider and act to award RFQ 2023-021 to review the Stormwater and Drainage Fees Study to Freese and Nichols in an amount not to exceed \$170,000.00. (Berry)
- I. Consider and act to authorize the Interim City Manager to execute an agreement by and between the City of Celina and Frostfire Terra, LLC., for right-of-way dedication and impact fee credit. (Brawner)
- J. Consider and act upon a Development Agreement between the City of Celina and The Rodarmer Family Revocable Living Trust; generally located at the southeast corner of Ohio Street and Walnut Street, within the City Limits. (Downtown Modular Office – DA) (McAfee)
- K. Consider and act upon an amendment to the Green Meadows Development Agreement; generally located west of Smiley Road and north of Parvin Road, within the Extraterritorial Jurisdiction (ETJ). (Green Meadows – 6th DA Amendment) (Mohan)
- L. Consider and act upon an amendment to the existing Economic Development Agreement for Prestige Pools; generally located north of J Fred Smith Parkway, east of Louisiana Parkway (B 289), and west of BNSF railroad. (Brawner)
- M. Consider and act upon a sixth amendment to the development agreement by and between the City of Celina and Horizon Rockhill Heights, LLC. (Brawner)
- N. Consider and act to approve the third amendment to Development Agreement between the City of Celina and Uptown Celina Partners L.P. (Brawner)

- O. Consider and act upon a Resolution authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities to Atmos Energy Corporation. (Behringer)
- P. Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance 2022-113 which adopted and approved the budget for fiscal year beginning October 1, 2022, and ending September 30, 2023, and make appropriations for each department, project, and account, by adopting an amended 2022-2023 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)
- Q. Consider and act upon an Ordinance adopting Film and Media Production regulations. (Texas Film Friendly - Ordinance Adoption) (McAfee)
- R. Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance No. 2015-11 restructuring and renaming the Keep Celina Beautiful commission. (Satarino)
- S. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the Cambridge Crossing Public Improvement District and providing an effective date. (Bromiley)
- T. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the Celina Hills Public Improvement District and providing an effective date. (Bromiley)
- U. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the Chalk Hill Public Improvement District and providing an effective date. (Bromiley)
- V. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for The Columns Public Improvement District and providing an effective date. (Bromiley)
- W. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the Creeks of Legacy Public Improvement District and providing an effective date. (Bromiley)
- X. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the Edgewood Creek Public Improvement District and providing an effective date. (Bromiley)

- Y. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the Glen Crossing Public Improvement District and providing an effective date. (Bromiley)
- Z. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the Glen Crossing West Public Improvement District and providing an effective date. (Bromiley)
- AA. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the Harper Estates Public Improvement District and providing an effective date. (Bromiley)
- AB. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the Hillside Village Public Improvement District and providing an effective date. (Bromiley)
- AC. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the Lakes at Mustang Ranch Public Improvement District and providing an effective date. (Bromiley)
- AD. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the Legacy Hills Public Improvement District and providing an effective date. (Bromiley)
- AE. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the Mosaic Public Improvement District and providing an effective date. (Bromiley)
- AF. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the North Sky Public Improvement District and providing an effective date. (Bromiley)
- AG. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the Ownsby Farms Public Improvement District and providing an effective date. (Bromiley)
- AH. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the Parks at Wilson Creek Public Improvement District and providing an effective date. (Bromiley)

- AI. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the Sutton Fields II Public Improvement District and providing an effective date. (Bromiley)
- AJ. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the Sutton Fields East Public Improvement District and providing an effective date. (Bromiley)
- AK. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the Ten Mile Creek Public Improvement District and providing an effective date. (Bromiley)
- AL. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the Wells North Public Improvement District and providing an effective date. (Bromiley)
- AM. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the Wells South Public Improvement District and providing an effective date. (Bromiley)
- AN. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2023-2024 Annual Service Plan update to the Service and Assessment Plan for the Wilson Creek Meadows Public Improvement District and providing an effective date. (Bromiley)

ITEMS REMOVED FROM CONSENT FOR INDIVIDUAL CONSIDERATION:

- C. Consider and act to award bid 2023-053 for Ownsby Parkway Road Improvements to RPM xConstruction in the amount of \$12,116,344.19 plus a ten percent contingency of \$1,211,634.42 for a total amount not to exceed \$13,327,978.61. (Quigley)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Philip Ferguson, Place 1
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

VIII. PUBLIC HEARING/ACTION:

- A. Conduct a public hearing to consider and act upon an Ordinance of the City Council of the City of Celina, Texas adopting an Amended and Restated Final Project And Financing Plan for Tax Increment Reinvestment Zone Number Two and providing for severability. (TIRZ #2 - Creeks of Legacy) (Behringer)

Mayor Tubbs opened the public hearing at 8:54 p.m.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:54 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Ferguson, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2023-92. The motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Philip Ferguson, Place 1
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

- B. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and HFI Celina Realty, LLC, for approximately 641 acres; generally located west and east of future Custer Road and north of County Road 130, within the City Limits. (O'Donnell (HFI & Rainwater Crossing) – Development Agreement) (McAfee)

Mayor Tubbs opened the public hearing at 8:33 p.m.

The following individuals spoke neither in favor nor opposition to the item:

Maria Rangel

David Quick

Jay Bender

The following individual spoke in favor to the item:

Phillip Thompson

With no one else wishing to speak, Mayor Tubbs closed the public hearing at 8:52 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to table the item until the August 21, 2023, City Council meeting. The motion carried.

RESULT:	TABLED [UNANIMOUS]	Next: 8/21/2023 4:00 PM
MOVER:	Andy Hopkins, Place 3	
SECONDER:	Wendie Wigginton, Place 4	
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne	

- C. Conduct a public hearing and consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by amending approximately 10 acres of Planned Development (PD) No. 80 with the Dallas North Tollway Overlay District (DNTO) base zoning, in order to modify development standards; generally located at the northwest corner of Dallas Parkway and Frontier Parkway, within the City Limits. (Mosey (Hotel/Conference Center) – PD Amendment) (Mohan)

Mayor Tubbs opened the public hearing at 8:55 p.m.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:55 p.m.

The applicant has requested to withdraw the application. No action was taken.

RESULT: NO ACTION

- D. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by amending approximately 41 acres of Planned Development (PD) No. 74 with Multi-Family, Horizontal District (MF-0) and Commercial, Office, & Retail District (C) base zoning, and modified development standards; generally located west of future Coit Road and north and south of future Ownsby Parkway, within the City Limits. (Wood Tract – PD Amendment) (McAfee)

Upon a motion by Councilmember Wigginton and a second by Councilmember Ferguson, the Council voted six (6) for and none (0) opposed to table the item until the August 21, 2023 City Council meeting. The motion carried.

RESULT:	TABLED [UNANIMOUS]	Next: 9/12/2023 5:00 PM
MOVER:	Wendie Wigginton, Place 4	
SECONDER:	Philip Ferguson, Place 1	
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne	

- E. Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Wells South Public Improvement District Amended and Restated Service and Assessment Plan, including the Neighborhood Improvement Area #6 assessment roll; making a finding of special benefit to property within Neighborhood Improvement Area #6 of the Wells South Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the Neighborhood Improvement Area #6 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Wells South (Lilyana) PID IA#6 – Levy Ordinance) (Pollard)

Mayor Tubbs opened the public hearing at 8:58 p.m.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:58 p.m.

Upon a motion by Councilmember Ferguson and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2023-94. The motion carried.

- F. Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Parvin Public Improvement District Service and Assessment Plan, including the Assessment Roll; making a finding of special benefit to property within the Parvin Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Celina Parvin 101 – Levy Ordinance) (Pollard)

Mayor Tubbs opened the public hearing at 9:02 p.m.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 9:02 p.m.

Upon a motion by Councilmember Ferguson and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2023-95. The motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Philip Ferguson, Place 1
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

IX. ACTION ITEM:

- A. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Parvin Public Improvement District Project) and approving and authorizing related agreements. (Celina Parvin 101 – Bond Ordinance) (Pollard)

Upon a motion by Councilmember Hopkins and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to approve the Ordinance No. 2023-95. The motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

- B. Consider and act upon a Resolution approving and authorizing the Mayor to execute an Interlocal Cooperative Agreement by and between the City of Celina, Texas and Mustang Special Utility District related to certain improvements constructed within the Parvin Public Improvement District and resolving other related matters. (Celina Parvin 101 – Interlocal Agreement Resolution) (Pollard)

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2023-57R. The motion carried.

RESULT: APPROVED [UNANIMOUS]
MOVER: Jay Pierce, Place 2
SECONDER: Andy Hopkins, Place 3
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

- C. Consider and act upon a Resolution accepting the proposed property tax rate; establishing dates for public hearings on the proposed property tax rate and Fiscal Year 2023-2024 budget; providing for the dates for the City Council to approve the property tax rate and Fiscal Year 2023-2024 budget; and providing for publication of public hearing notices as provided by the Texas law. (Bromiley)

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2023-58R. The motion carried.

RESULT: APPROVED [UNANIMOUS]
MOVER: Wendie Wigginton, Place 4
SECONDER: Andy Hopkins, Place 3
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

- D. Consider and act upon an amendment to the existing Interlocal Agreement between Denton County and City of Celina for Frontier Parkway/Parvin Road. (Brawner)

Upon a motion by Councilmember Hopkins and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed, to approve the Interlocal Agreement between Denton County and City of Celina for Frontier Parkway/Parvin Road. The motion carried.

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Wendie Wigginton, Place 4
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

- E. Consider and act to authorize an agreement for engineering services for the design of Parvin Road and Frontier Parkway from FM 1385 to Legacy in Denton County and from Legacy Drive to Dallas Parkway South in Collin County in an amount not to exceed \$4,246,925.41. (Berry)

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve an agreement for engineering services for the design of Parvin Road and Frontier Parkway from FM 1385 to Legacy in Denton County and from Legacy Drive to Dallas Parkway South in Collin County in an amount not to exceed \$4,246,925.41 pending County approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jay Pierce, Place 2
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

X. ADJOURNMENT:

Mayor Tubbs adjourned the Regular Meeting for the Celina City Council at 9:22 p.m. on Tuesday, August 8, 2023.

Ryan Tubbs, Mayor

Lauren Vaughns, City Secretary

Date Minutes Approved



Life Connected.

**CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
MONDAY, AUGUST 21, 2023
4:00 PM
MINUTES**

I. CALL TO ORDER:

Mayor Tubbs called the Celina City Council meeting to order at 4:00 p.m. on Monday, August 21, 2023, and announced a quorum was present.

Attendee Name	Organization	Title	Status	Arrived
Tony Griggs	City of Celina	Place 6	Present	
Philip Ferguson	City of Celina	Place 1	Present	
Jay Pierce	City of Celina	Place 2	Present	
Wendie Wigginton	City of Celina	Place 4	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Mindy Koehne	City of Celina	Place 5	Present	
Ryan Tubbs	City of Celina	Mayor	Present	

II. EXECUTIVE SESSION (TO BEGIN AT 4:00 P.M.):

The City Council convened into Executive Session at 4:00 p.m. and Mayor Tubbs announced Executive Session would be held at 142 N. Ohio.

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 the public as provided in the Texas Government Code.)

Texas Government Code Section 551.071 Consultation with Attorney:

- A. Discussion regarding Senate Bill 2038 of the 88th Regular Legislative Session.

Reconvene into Open Session

The City Council reconvened into open session at 4:58 p.m. in the City Council Chambers.

- B. Consider and act upon any items discussed in executive session.

No action was taken.

Mayor Tubbs recessed the meeting at 4:58 p.m.

Mayor Tubbs reconvened the Joint Meeting with Celina Chamber of Commerce at 5:06 p.m.

II. JOINT MEETING WITH CELINA CHAMBER OF COMMERCE (TO BEGIN AT 5:00 P.M.):

- A. Discussion regarding goals and priorities for the Celina City Council and Celina Chamber of Commerce Board of Directors.

Mike Mowery led the discussion between the City Council and the Chamber Board.

IV. OPEN FORUM (TO BEGIN AT 7:00 P.M.):

Mayor Tubbs opened the Open Forum at 7:00 p.m.

V. WORKSESSION:

- A. Discussion regarding the impact and implementation of HB 3492 from the 88th Legislative Session. (Stovall)

Karla Stovall, Interim City Manager, introduced Jason Gray, with Willdan, who presented the impact and implementation of House Bill 3492 from the 88th Legislative Session.

- B. Discussion regarding future timing of Executive Sessions. (Stovall)

Karla Stovall, Interim City Manager, led discussion regarding the timing of Executive Session at City Council meetings.

VI. CONSENT:

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to approve the Consent Agenda as presented. The motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jay Pierce, Place 2
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

- A. Consider and act upon a City of Celina Downtown Water Tower Lighting Policy. (Monaco)
- B. Consider and act to authorize an agreement for engineering services for the design of Wilson Creek Park, Phase 1 with Dunaway Associates, LLC., in an amount not to exceed \$2,530,500.00. (Berry)

- C. Consider and act to authorize the purchase of tree replacements at Old Celina Park from Fannin Tree Farm through a cooperative contract with Denton County in an amount not to exceed \$74,025.00. (Berry)
- D. Consider and act upon a resolution of the City Council of the City of Celina, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2023 rate review mechanism filings. (Behringer)
- E. Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance 2022-113 which adopted and approved the budget for fiscal year beginning October 1, 2022, and ending September 30, 2023, and make appropriations for each department, project, and account, by adopting an amended 2022-2023 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

VII. ACTION:

- A. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and HFI Celina Realty, LLC, for approximately 641 acres; generally located west and east of future Custer Road and north of County Road 130, within the City Limits. (O’Donnell (HFI & Rainwater Crossing) – Development Agreement) (McAfee)

Mayor Tubbs opened the public hearing at 7:47 p.m.

The following individuals spoke neither in favor nor opposition to the item:

David Hale
Janice Stalling
Joe Stalling
Fiona McCord

The following individuals spoke in favor to the item:

Phillip Thompson
Jay Bender
Lynn Bender

The following individuals spoke in opposition to the item:

Barry Brown
Maria Rangel
Cheryl Vines
Catherine Brock
Joe Chappell

With no one else wishing to speak, Mayor Tubbs closed the public hearing at 8:30 p.m.

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Hopkins, the Council voted four (4) for and two (2) opposed, with Councilmember Wigginton voting in opposition and Councilmember Koehne abstaining, to approve the Development Agreement

with HFI & Rainwater Crossing adding that G.A. Moore Parkway will be completed in the Phase I of development and enhanced fencing (cedar, board-on-board, with a decorative cap; smooth side out) shall be required adjacent to estate lots, along the western border of the project.. The motion carried.

RESULT: **APPROVED [4 TO 1]**
MOVER: Jay Pierce, Place 2
SECONDER: Andy Hopkins, Place 3
AYES: Griggs, Ferguson, Pierce, Hopkins
NAYS: Wigginton
ABSTAIN: Koehne

B. Consider and act upon an Ordinance amending the Master Fee Chart. (Master Fee Chart Revision) (McAfee)

Upon a motion by Councilmember Wigginton and a second by Mayor Pro Tem Pierce, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2023-98. The motion carried.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Wendie Wigginton, Place 4
SECONDER: Jay Pierce, Place 2
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

VIII. ADJOURN:

Mayor Tubbs adjourned the Special Meeting at 8:33 p.m.

Ryan Tubbs, Mayor

Lauren Vaughns, City Secretary

Date Minutes Approved



Life Connected.

**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JULY 11, 2023
5:00 PM
MINUTES**

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the Regular Meeting of the Celina City Council to order at 5:00 p.m. on Tuesday, July 11, 2023, and announced a quorum is present.

Attendee Name	Organization	Title	Status	Arrived
Tony Griggs	City of Celina	Place 6	Present	
Philip Ferguson	City of Celina	Place 1	Present	
Jay Pierce	City of Celina	Place 2	Present	
Wendie Wigginton	City of Celina	Place 4	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Mindy Koehne	City of Celina	Place 5	Absent	
Ryan Tubbs	City of Celina	Mayor	Present	

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Presentation of a Proclamation to the City of Celina Parks and Recreation Department declaring July as, "National Parks and Recreation Month." (Tubbs)

Mayor Tubbs presented a proclamation to the Celina Parks and Recreation Department declaring July 2023, "National Parks and Recreation Month."

- B. Recognition of Celina Parks & Recreation Winners of Coaches and Parent of the Year for the Spring 2023 Youth Sports Season. (Tubbs)

Mayor Tubbs recognized the Celina Parks & Recreation Winners of Coaches and Parent of the Year for the Spring 2023 Youth Sports Season.

- C. Recognition of the City of Celina Parks and Recreation Department for receiving the Field of Excellence Award. (Webb)

Cody Webb, Director of Parks and Recreation, recognized members of the Parks team for receiving the Field of Excellence Award.

- D. Recognition of the City of Celina Marketing Department for awards won at the Texas Association of Municipal Information Officers (TAMIO) Conference. (Monaco)

Joe Monaco, Director of Marketing and Communications, recognized the City of Celina Marketing Department for awards won at the Texas Association of Municipal Information Officers (TAMIO) Conference.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Introduction of new employees, recognitions, promotions. (Berry, Cullison, Metdker, Monaco)

- B. Discussion regarding Texas Film Friendly Ordinance. (McAfee)

Dusty McAfee, Executive Director of Development Services, discussed the Texas Film Friendly designation.

- C. Presentation of the 2022 Tree City USA & Growth Award. (Mohan)

Madhuri Mohan, Planning Director, presented the Tree City USA and Growth designation.

- D. Discussion regarding Downtown Code updates. (McAfee)

Dusty McAfee, Executive Director of Development Services, reviewed possible updates to the Downtown Code.

- E. EDC July Local Business Report - Injectology by Bliss Beauty Bar. (Alvarez)

Lalaina Alvarez, EDC Project Coordinator, introduced Injectology by Bliss Beauty Bar.

V. OPEN FORUM:

VI. 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.)

The Celina City Council convened into Executive Session at 5:44 p.m.

Texas Government Code Section 551.071 Consultation with Attorney:

- A. Discussion regarding City-owned property at 11901 and 11905 County Road 58, including deed to City and leases.
B. Discussion regarding administration of utility billing.

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

- C. Discussion regarding potential hotel with conference space located west of Dallas Parkway and north of Frontier Parkway, and agreement economic development incentives.

- D. Discussion regarding amendment to Development Agreement with Shades of Green.
- E. Discussion regarding amendment to Development Agreement with Prestige Pools.
- F. Discussion regarding amendment to Development Agreement with Uptown Celina Partners, L.P.
- G. Discussion regarding amendments to Development Agreements, TIRZ documents, and non-standard service agreements with Huffines.
- H. Discussion regarding potential incentive agreement with new downtown office building in the Entertainment District.
- I. Discussion regarding potential agreement for a modular office at 222 W. Walnut Street.
- J. Discussion regarding Project Motor.

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

- K. Discussion regarding potential Development Agreement for properties located off Doe Branch.

Reconvene Into Open Session

The Celina City Council reconvened the Regular Meeting at 8:25 p.m.

- L. Consider and act upon any items discussed in executive session.

- M. Consider and act upon a non-standard Water Service Agreement by and between the City of Celina and North Collin County Municipal Utility District No. 1.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins the Council vote five (5) for and none (0) opposed to approve a non-standard Water Service Agreement with North Collin County Municipal Utility District No. 1. The motion carried.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins
ABSENT:	Koehne

- N. Consider and act upon a non-standard Wastewater Service Agreement by and between the City of Celina and North Collin County Municipal Utility District No. 1.

Upon a motion by Councilmember Hopkins and a second by Mayor Pro Tem Pierce the Council vote five (5) for and none (0) opposed to approve a non-standard Wastewater Service Agreement with North Collin County Municipal Utility District No. 1. The motion carried.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Jay Pierce, Place 2
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins
ABSENT: Koehne

- O. Consider and act upon an amendment to the Development Agreement for Serenade (Huffines Bray); generally located at the southeast corner of future Coit Road and future Marilee Road (CR 107), within the City Limits.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins the Council vote five (5) for and none (0) opposed to approve amendment to the Development Agreement for Serenade (Huffines Bray). The motion carried.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Wendie Wigginton, Place 4
SECONDER: Andy Hopkins, Place 3
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins
ABSENT: Koehne

- P. Consider and act upon an amendment to the Development Agreement for LaUna (Huffines Carter); generally located at the northwest corner of future Peterman Parkway and future Carl Darnall Parkway (CR 135), within the Extraterritorial Jurisdiction (ETJ).

Upon a motion by Councilmember Hopkins and a second by Mayor Pro Tem Pierce, the Council vote five (5) for and none (0) opposed to approve amendment to the Development Agreement for LaUna (Huffines Carter). The motion carried.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Jay Pierce, Place 2
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins
ABSENT: Koehne

VII. CONSENT AGENDA:

Mayor Tubbs removed items: M, N, O, P, and Q from the Consent Agenda for individual consideration.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Tony Griggs, Place 6
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins
ABSENT: Koehne

A. Minutes Approval:

1. City Council - Regular Meeting - May 9, 2023, 5:00 PM
2. City Council - Regular Meeting - Jun 13, 2023, 5:00 PM

- B. Consider and act upon a City of Celina Downtown Water Tower Lighting Policy. (Monaco)
- C. Consider and act upon a First Amendment to the Economic Development Incentive Agreement by and between the City of Celina, Celina Economic Development Corporation, and Valley Vines Distribution, LLC. (Satarino)
- D. Consider and act upon a Performance Agreement by and between the Celina Economic Development Corporation and Swirls Bakery, LLC, and terminating prior agreement. (Swirls Bakery Performance Agreement) (Jackson)
- E. Consider and act to authorize the use of contingency funds for 2023 Annual Street Maintenance and authorize Change Order 1 in an amount not to exceed \$238,665.45. (Berry)
- F. Consider and act to award bid 2023-049 for dark fiber lease at the unit prices listed to Gigabit Fiber in an amount not to exceed \$97,000.00. (Quigley)
- G. Consider and act to authorize an agreement for engineering services with Kimley Horn and associates for the design of asphalt roadway improvements (CR 90 (CR 92 to CR 98); CR 97 (Lynn Stanbaugh Pkwy to CR 134); and CR 100 (Preston to CR 97) in an amount not to exceed \$205,700.00. (Quigley)
- H. Consider and act to authorize an agreement for engineering services with Brown and Gay Engineers, Inc. (BGE) for the design of Legacy Drive 24" to 30" water line in an amount not to exceed \$496,280.00. (Quigley)
- I. Consider and act to authorize an agreement for engineering services with Cobb Fendley for the design of the downtown sewer upgrade in an amount not to exceed \$1,016,875.00. (Quigley)
- J. Consider and act to authorize the purchase of IT managed services with Sequel Data Systems, Inc, at the unit prices listed in an amount not to exceed \$54,600.00. (Quigley)
- K. Consider and act upon the purchase of third-party inspection services from Atlas Municipal Services, LLC. and Bureau Veritas at the unit prices listed, in an amount not to exceed \$82,000.00. (Quigley)
- L. Consider and act on a Resolution of the City of Celina, Texas, calling a public hearing of the Board of Directors of Tax Increment Reinvestment Zone Number Two on August 8, 2023, at 4:50 p.m. and a public hearing of the City Council on August 8, 2023, at 5:00 p.m. to receive public testimony on a proposed Amended and Restated Project and Financing Plan; providing a severability clause; and providing an effective date. (Behringer)

- R. Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain Neighborhood Improvement Area #6 Improvements to be financed within Neighborhood Improvement Area #6 of the Wells South Public Improvement District; approving a preliminary amended and restated service plan and assessment plan, including a proposed Neighborhood Improvement Area #6 Assessment Roll; directing the filing of the proposed Neighborhood Improvement Area #6 Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on August 8, 2023, to consider an ordinance levying assessments on property located within Neighborhood Improvement Area #6 of the Wells South Public Improvement District. (Wells South IA #6 – Pre-SAP Resolution) (Pollard)
- S. Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain Authorized Improvements to be financed within the Parvin Public Improvement District; approving a Preliminary Service Plan and Assessment Plan, including a proposed Assessment Roll; directing the filing of the proposed Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on August 8, 2023, to consider an Ordinance levying assessments on property located within the Parvin Public Improvement District. (Celina Parvin 101 – Pre-SAP Resolution) (Pollard)
- T. Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance 2022-113 which adopted and approved the budget for fiscal year beginning October 1, 2022, and ending September 30, 2023, and make appropriations for each department, project, and account, by adopting an amended 2022-2023 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

ITEMS REMOVED FROM CONSENT FOR INDIVIDUAL CONSIDERATION:

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council vote five (5) for and none (0) opposed to approve Consent Agenda items M, N, O, P, and Q subject to each document being edited to conform to the First Amendment to the Serenade Development Agreement approved as Item 6.O. of this agenda and to conform to the First Amendment to the LaUna Development Agreement approved as Item 6.P. of this agenda, respectively, and as finally approved by the Interim City Manager. The motion carried.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins
ABSENT:	Koehne

- M. Consider and act upon an Ordinance of the City Council of the City of Celina, Texas, approving the Final Project and Reinvestment Zone Financing Plan for Reinvestment Zone Number Fifteen, City of Celina, Texas; providing that the Zone take effect immediately upon passage of the Ordinance; providing a severability clause; and providing an effective date. (Final Project and Financing Plan - Serenade) (Behringer)
- N. Consider and act upon a Tax Increment Reinvestment Zone Agreement by and between the City of Celina, the Board of Directors for Tax Increment Reinvestment Zone Number Fifteen, and HC Celina 414, LLC. (TIRZ Agreement - Serenade) (Behringer)
- O. Consider and act upon an Ordinance of the City Council of the City of Celina, Texas, approving the Final Project and Reinvestment Zone Financing Plan for Reinvestment Zone Number Sixteen, City of Celina, Texas; providing that the Zone take effect immediately upon passage of the Ordinance; providing a severability clause; and providing an effective date. (Final Project and Financing Plan - LaUna Ranch) (Behringer)
- P. Consider and act upon a Tax Increment Reinvestment Zone Agreement by and between the City of Celina, the Board of Directors for Tax Increment Reinvestment Zone Number Sixteen, and Huffines Ranch, LLC. (TIRZ Agreement - LaUna) (Behringer)
- Q. Consider and act upon a Resolution consenting to the creation of LaUna Ranch Municipal Utility District, consisting of approximately 666 acres of land located wholly within the City's Extraterritorial Jurisdiction (ETJ); generally located south of future Stallcup Boulevard, approximately 2,800 feet east of County Road 132, north of County Road 135, and west of future Peterman Parkway, upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the property. (LaUna Ranch MUD Creation) (Mohan)

VIII. PUBLIC HEARING/ACTION:

- A. Conduct a public hearing to consider and act upon a Development Agreement between the City of Celina and HFI Celina Realty, LLC, for approximately 641 acres; generally located west and east of future Custer Road and north of County Road 130, within the City Limits. (O'Donnell (HFI & Rainwater Crossing) – Development Agreement) (McAfee)

RESULT:	TABLED [UNANIMOUS]	Next: 8/8/2023 5:00 PM
MOVER:	Wendie Wigginton, Place 4	
SECONDER:	Jay Pierce, Place 2	
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins	
ABSENT:	Koehne	

- 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 a Communication Antenna Tower on approximately 2 acres; generally located north of Frontier Parkway and approximately 375 feet west of Pebble Creek Drive, within the City Limits. (Anthemnet - Frontier Lift Station Cell Tower – Specific Use Permit) (McAfee)

Mayor Tubbs opened the public hearing at 8:44 p.m.

With no one else wishing to speak, Mayor Tubbs closed the public hearing at 8:44 p.m.

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Ferguson, the Council voted five (5) for and none (0) opposed to approve the Specific Use Permit.

The motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jay Pierce, Place 2
SECONDER:	Philip Ferguson, Place 1
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins
ABSENT:	Koehne

- C. Conduct a public hearing and consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by amending approximately 10 acres of Planned Development (PD) No. 80 with the Dallas North Tollway Overlay District (DNTO) base zoning, in order to modify development standards; generally located at the northwest corner of Dallas Parkway and Frontier Parkway, within the City Limits. (Mosey (Hotel/Conference Center) – PD Amendment) (Mohan)

RESULT:	TABLED [UNANIMOUS]	Next: 8/8/2023 5:00 PM
MOVER:	Andy Hopkins, Place 3	
SECONDER:	Jay Pierce, Place 2	
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins	
ABSENT:	Koehne	

- D. Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 110 acres; generally located north of Frontier Parkway and approximately 2,500 feet east of Bothwell Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Sutton Fields East – C-3 Expedited Annexation) (Mohan)

Mayor Tubbs opened the public hearing at 8:48 p.m.

With no one else wishing to speak, Mayor Tubbs closed the public hearing at 8:48 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted five (5) for and none (0) opposed to approve the Expedited Annexation.

The motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins
ABSENT:	Koehne

- E. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 110 acres to a Planned Development (PD) with Single-Family Residential, Detached District (SF-R) base zoning; generally located north of Frontier Parkway and approximately 2,500 feet east of Bothwell Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Sutton Fields East - PD Zoning) (Mohan)

Mayor Tubbs opened the public hearing at 8:49 p.m.

With no one else wishing to speak, Mayor Tubbs closed the public hearing at 8:49 p.m.

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Wigginton, the Council voted five (5) for and none (0) opposed to approve Ordinance No. 2023-61. The motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jay Pierce, Place 2
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins
ABSENT:	Koehne

- F. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by amending approximately 19 acres of Planned Development (PD) No. 142 with the Collin County Outer Loop Overlay District (CCOLO) base zoning, and modified development standards; generally located north of the Collin County Outer Loop and approximately 1,300 feet east of future Coit Road, within the City Limits. (Rayburn Electric Cooperative Tap Substation Addition (Ten Mile Creek) – PD Amendment) (McAfee)

Mayor Tubbs opened the public hearing at 8:53 p.m.

Tom Bates spoke in favor of the item.

Rob Daake spoke in favor of the item.

With no one else wishing to speak, Mayor Tubbs closed the public hearing at 8:55 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted five (5) for and none (0) opposed to approve the Ordinance No. 2023-62. The motion carried.

RESULT: APPROVED [UNANIMOUS]
MOVER: Wendie Wigginton, Place 4
SECONDER: Andy Hopkins, Place 3
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins
ABSENT: Koehne

- G. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 18 acres to a Planned Development (PD) with the Collin County Outer Loop Overlay District (CCOLO) base zoning, and modified development standards; generally located at the northeast corner of future Coit Road and the Collin County Outer Loop, within the City Limits. (Stone Tract – PD Zoning) (McAfee)

Mayor Pro Tem Pierce opened the public hearing at 9:11 p.m.

With no one wishing to speak, Mayor Pro Tem Pierce closed the public hearing at 9:11 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Griggs for approval, the Council voted two (2) for and three (3) opposed to deny request.

RESULT: DEFEATED [2 TO 3]
MOVER: Andy Hopkins, Place 3
SECONDER: Tony Griggs, Place 6
AYES: Griggs, Hopkins
NAYS: Ferguson, Pierce, Wigginton
ABSENT: Koehne

- H. Conduct a public hearing to consider testimony and act upon an Ordinance accepting and approving a final Chalk Hill Public Improvement District No. 2 Service and Assessment Plan, including the Phases #2-3 Direct Improvements Assessment Roll; making a finding of special benefit to property within Phases #2-3 of the Chalk Hill Public Improvement District No. 2; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Chalk Hill PID No. 2 – Levy Ordinance) (Pollard)

Mayor Tubbs opened the public hearing at 9:16 p.m.

David Quick spoke neither in favor nor opposition to the item.

With no one else wishing to speak, Mayor Tubbs closed the public hearing at 8:25 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted five (5) for and none (0) opposed to approve Ordinance No. 2023-65. The motion carried.

RESULT: APPROVED [UNANIMOUS]
MOVER: Wendie Wigginton, Place 4
SECONDER: Andy Hopkins, Place 3
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins
ABSENT: Koehne

IX. ACTION ITEM:

- A. Consider and act upon an Ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Chalk Hill Public Improvement District No. 2 Phases #2-3 Direct Improvement Project) and approving and authorizing related agreements. (Chalk Hill PID No. 2 – Bond Ordinance) (Pollard)

Upon a motion by Councilmember Hopkins and a second by Councilmember Wigginton, the Council voted five (5) for and none (0) opposed to approve Ordinance No. 2023-66. The motion carried.

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Wendie Wigginton, Place 4
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins
ABSENT: Koehne

- B. Consider and act to authorize an agreement for engineering services with Freese and Nichols for the design of Southeast Pump Station and pipeline in an amount not to exceed \$4,540,100.00. (Glasgow)

Upon a motion by Councilmember Hopkins and a second by Mayor Pro Tem Pierce, the Council voted five (5) for and none (0) opposed to authorize agreement with Freese and Nichols. The motion carried.

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Jay Pierce, Place 2
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins
ABSENT: Koehne

- C. Consider and act to authorize an agreement for engineering services with Kimley Horn and associates for the design of a Southeast ground storage tank in an amount not to exceed \$642,200.00. (Glasgow)

Upon a motion by Councilmember Wigginton and a second by Councilmember Griggs, the Council voted five (5) for and none (0) opposed to authorize agreement with Kimley Horn. The motion carried.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Wendie Wigginton, Place 4
SECONDER: Tony Griggs, Place 6
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins
ABSENT: Koehne

- D. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, adopting the Wilson Creek Park Master Plan; and providing an effective date. (Webb)

Upon a motion by Councilmember Wigginton and a second by Mayor Pro Tem Pierce, the Council voted five (5) for and none (0) opposed to authorize adopting the Wilson Creek Park Master Plan. The motion carried.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Wendie Wigginton, Place 4
SECONDER: Jay Pierce, Place 2
AYES: Griggs, Ferguson, Pierce, Wigginton, Hopkins
ABSENT: Koehne

X. **ADJOURNMENT:**

Mayor Tubbs adjourned the meeting at 9:28 p.m.

Ryan Tubbs, Mayor

Lauren Vaughns, Secretary

Date Minutes Approved



Life Connected.

Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: John Cullison, Police Chief
CC: Karla Stovall, Interim City Manager
Date: September 12, 2023
Re: Collin County Children's Advocacy Center Lease Agreement

Action Requested:

Consider and act to authorize the Interim City Manager to execute an agreement between the City of Celina and the Children's Advocacy Center for Collin County, providing for client and clinical services to victims of child abuse and non-offending family members by allowing the Police Department to lease the Center's facility to the expenditure of \$4,000 per year. (Cullison)

Background Information:

The Celina Police Department's partnership and rental agreement for the office space and services provided by the Collin County Children's Advocacy Center.

Legal Review:

N/A

Supporting Documents:

1. Collin County Children's Advocacy Center Lease Agreement

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

LEASE AGREEMENT
FOR WORKSPACE AT
Children's Advocacy Center of Collin County

This lease agreement, effective 10/01/2023, by and between **CITY OF CELINA** and Children's Advocacy Center of Collin County will hereinafter be referred to as CACCC.

It is agreed between the parties as follows:

1. **THE PREMISES.** CACCC hereby agrees to lease to **CELINA Police** the following described premises:

Effective 10/01/2023, one office located at 1701 Heritage Dr. McKinney, Collin County, Texas 75074, totaling 122 square feet, to house members of **CITY OF CELINA POLICE** assigned to work child abuse cases.

Furthermore, **CITY OF CELINA** agrees to participate in the payment of 120 square feet of the common space of the facility to be used by the **CITY OF CELINA** in the execution of its prescribed duties.

2. **TERM.** The term of this lease shall commence on 10/01/2023 and terminate on **September 30, 2026**.

3. **RENT.** Effective 10/01/2023, **CITY OF CELINA** agrees to pay lessor rent in the amount of **\$4,000 per year**, with said payment to be made by personal delivery or by mailing via the United States postal service to the CACCC.

4. **PARKING.** It is agreed that the **CITY OF CELINA** employees, customers, guests and invitees shall have the right to park, without charge, throughout the original term of this lease and any renewal term hereof, on any parcel adjacent to the building.

5. **USE.** **CITY OF CELINA** shall use the premises as an office through which services will be delivered in association with a child abuse investigation, prosecution and/or treatment. The premises shall not be used for any other purpose without written consent of the lessor.

CITY OF CELINA agrees that no use consuming abnormally high utility or other service cost shall be permitted in the premises.

In addition to the office space as described in paragraph 1 of this agreement, the CACCC agrees to provide the following:

- Office furnishing for each office occupied
- Telephone equipment and local telephone service
- Telephone answering service (either automated or staffed with personnel)
- Electronic video recording equipment
- Janitorial Service

The building in full will have unlimited access (24 hours per day) to personnel assigned to office within the facility.

6. **COMPLIANCE.** **CITY OF CELINA** agrees to observe all laws and governmental regulations applicable to its use of the premises.

7. **ALTERATIONS.** **CITY OF CELINA** agrees that except for the tenant improvements contemplated herein, they will make no alteration to the premises without the prior written consent of the CACCC.

8. **HAZARDS.** **CITY OF CELINA** shall not use, nor permit to be used, the premises for any purpose which shall increase the existing rate of insurance upon the building, or cause the cancellation of any insurance policy covering said building, or sell or permit to be kept, used or sold in or about said premises and article which may be prohibited by CACCC insurance policies. **CITY OF CELINA** shall not commit any waste upon the premises, nor cause any public or private nuisance or other act which may disturb the quiet enjoyment of any

other tenant, nor shall CITY OF CELINA use any apparatus, machinery or device in or on said premises which shall make any noise or set up any vibration which can be detected by other tenants, or which shall in any way be a detriment to said building. CITY OF CELINA further agrees that except for the tenant improvements contemplated herein, CITY OF CELINA will not install or construct within the premises or building electrical wires, water or drain pipes, machinery or other permanently installed devices, including but not limited to, alarm systems, private music systems, or special ventilation, without the prior written consent of CACCC.

9. CARE OF THE PREMISES. CITY OF CELINA agrees to take good care of the premises.

10. LIABILITY. CITY OF CELINA agrees to reimburse CACCC for any damages incurred on account of any damage or injury to persons or property arising out of CITY OF CELINA employees', invitees' or visitors' acts on the premises, except that CITY OF CELINA shall not be liable for any damage or injury occasioned by the failure of CACCC to comply with the obligations hereunder or by reason of the negligence or act of CACCC employees, servants, contractors or subcontractors.

11. CACCC RIGHT TO INSPECT. CITY OF CELINA agrees to permit CACCC and its authorized representative to enter allotted space at any time for the purpose of inspecting the same, or for the making of any necessary repairs for which CACCC is responsible or feels are necessary for the safety and preservation of the premises or for the performance of any work therein which may be necessary to comply with any laws or regulations or any public authority.

12. UTILITIES. CACCC agrees to provide at its expense, to or for the premises, adequate heat, electricity, water, air conditioning, replacement lighting tubes and bulbs, trash removal services, and sewage disposal service in quantities and at such time as is necessary to comfortable and reasonable use of the premises. Air conditioning will be supplied to cause the temperature in the interior or the premises to be not greater than 76 degrees at all times and heat will be supplied as necessary to cause the temperature to be not less than 70 degrees at all times. In the event of any interruption or malfunction for any reason of any utility or service to the premises or building, CACCC shall use reasonable diligence to restore such utility or service; however, such interruption or malfunction, if restored within a reasonable time, shall not entitle CITY OF CELINA to be relieved from any of its obligations hereunder, or grant CITY OF CELINA the right of setoff or recoupment of rent, or be considered to be a breach by CACCC of any damages. Should any of the equipment or machinery break down, or for any cause beyond the reasonable control of the CACCC cease to function properly, CACCC shall use reasonable diligence to repair same promptly, but CITY OF CELINA shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting there from the length of time reasonably required for the repair thereof.

13. JANITORIAL SERVICE. CACCC agrees to provide in the premises, at the CACCC's expense; full time on-site janitorial service.

14. DESTRUCTION OF PROPERTY. If at any time during the term of this lease, the premises or any part of the building or parcel shall be damaged or destroyed by fire in such a way as not to render the same unfit for conduct of CITY OF CELINA business or so as not to injure CITY OF CELINA business, then CACCC shall promptly and through the exercise of reasonable diligence repair and restore such damage, at CACCC's expense, to the condition in which the existed immediately prior to the damage or destruction. In such case, there shall be no abatement of rent.

15. ASSIGNMENT AND SUBLETTING. CITY OF CELINA may not sublet or assign its interest hereunder. In the event that this lease is terminated as herein permitted, CACCC shall refund to CITY OF CELINA any prepaid rent (accrued as of the date of damage or destruction) less any sum then owing CACCC by CITY OF Celina. If CACCC is required hereunder to repair and reconstruct the premises, then the lease term shall be extended by a period of time equal to the period of time reasonably required to complete such repair and construction.

16. DEFAULT. Should CITY OF CELINA at any time be in default and if said default continues for a period often (10) days after written notice for CACCC, or should CITY OF CELINA be in default in the performance of other of its obligations herein, and should such default continue for thirty (30) days after written notice thereof from CACCC specifying the particulars of such default: or should CITY OF CELINA vacate and abandon the premises, then and in any such events, the CACCC besides other rights or remedies it may have, shall have the immediate right of reentry and after five (5) days prior written notice to CITY OF CELINA may remove all persons and property from the premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of CITY OF CELINA.

17. REDELIVERY OF PREMISES. **CITY OF CELINA** agrees to redeliver to the CACCC the physical possessions of the premises at the end of the term hereof, or any extension thereof, in good condition, excepting reasonable wear and tear and damage by fire or from any other cause not attributable to the willful or negligent act of **CITY OF CELINA**, or its employees, agents, invitees or visitors.

18. HOLDING OVER. Any holding over after the expiration of the term of this lease shall be deemed to constitute a tenancy from month to month only, and shall be on the same terms and conditions as herein specified, so far as applicable, and at a monthly rental equal to 11% the rental and other charges stated herein for the primary term of this lease.

19. TERMINATION CLAUSE. Either lessor or lessee shall have the right to terminate this lease with no penalty by giving the other party sixty (60) days written notice. Any amounts prepaid by the lessee as rent shall be returned to lessee within thirty (30) days of termination date in pro-rated amount.

20. RECORDABLE ACCEPTANCE. **CITY OF CELINA** agrees to give a letter of acceptance and memorandum of lease in recordable form upon commencement of this lease. This lease is executed as of the above date in multiple counterparts of which constitutes an original.

Approved this _____ day of _____ 2023.

Lynne McLean, Chief Executive Officer
Children's Advocacy Center of Collin County

This instrument was acknowledged before me on the _____ day of _____ 2023.

Notary Public in and for the State of Texas COLLIN COUNTY

My Commission expires: _____

Approved this _____ day of _____ 2023.

CITY OF CELINA Representative

This instrument was acknowledged before me on the _____ day of _____ 2023.

Notary Public in and for the State of Texas COLLIN COUNTY

My Commission expires: _____



Life Connected.

Fire
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Mark Metdker, Fire Chief
CC: Karla Stovall, Interim City Manager
Date: September 12, 2023
Re: FY2024 – Collin County Dispatch Services Amendment for the Celina Fire Dept

Action Requested:

Consider and act upon approval of an Interlocal Agreement for Fire and EMS dispatch services by and between the City of Celina and Collin County. (Metdker)

Background Information:

Renew contract for a twelve (12) month period at the same terms and conditions of the contract from October 1, 2023, through September 30, 2024.

Update Section 5.01 Compensation clause of the agreement to the following: The dispatch service charges for FY2024 are in the amount of \$0. From: The dispatch service charges for FY2023 are in the amount of \$0.

Legal Review:

N/A

Supporting Documents:

1. FY24 Dispatch Amendment 2 Celina Fire Dept
2. FY2024 50003 Dispatch Fees 4-24-23
3. FY2024 50003 Dispatch Fees Projections 4-24-23

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.



Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

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

Contract No. 2021-358
Contract: Dispatch Services, Celina Fire
Department

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1 Renew contract for a twelve (12) month period at the same terms and conditions of the contract from October 1, 2023, through September 30, 2024.

Item #2 Update Section 5.01 Compensation clause of the agreement to the following:
The dispatch service charges for FY2024 are in the amount of \$0.

From:
The dispatch service charges for FY2023 are in the amount of \$0.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. 2 has been accepted and authorized on _____ by authority of the Collin County Commissioners Court by Court Order No. _____, to be effective on 10/1/2023.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE: _____

DATE: _____

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)

TITLE: Purchasing Agent

DATE: _____

HISTORICAL INFORMATION

Awarded by Court Order No. 2021-797-08-23

Amendment No. 1 Court Order No. 2022-914-09-19 Summary Renewal

FY 2024 Radio Cost (excluding FD)

	PD Radios	PAWM	PAWM	Collin County	Grand
Outside Agency	as of 03/17/23	Fee per Radio	Cost	Radio/Dispatch Fee	Total
Anna	52	\$ 108	\$ 5,616	\$ 199,374	\$ 204,990
Anna ISD	4	\$ 108	\$ 432	\$ 8,570	\$ 9,002
Celina	75	\$ 108	\$ 8,100	\$ 210,995	\$ 219,095
Celina ISD	3	\$ 108	\$ 324	\$ 5,799	\$ 6,123
Community ISD	10	\$ 108	\$ 1,080	\$ 19,583	\$ 20,663
Fairview	41	\$ 108	\$ 4,428	\$ 117,733	\$ 122,161
Farmersville	26	\$ 108	\$ 2,808	\$ 71,537	\$ 74,345
Farmersville ISD	10	\$ 108	\$ 1,080	\$ 20,208	\$ 21,288
Josephine	19	\$ 108	\$ 2,052	\$ 47,117	\$ 49,169
Lavon	30	\$ 108	\$ 3,240	\$ 76,296	\$ 79,536
Melissa	32	\$ 108	\$ 3,456	\$ 119,006	\$ 122,462
Melissa ISD	8	\$ 108	\$ 864	\$ 16,103	\$ 16,967
Princeton	57	\$ 108	\$ 6,156	\$ 183,188	\$ 189,344
Outside Agency Total	367	\$ 108	\$ 39,636	\$ 1,095,510	\$ 1,135,146
Collin County	1,025	\$ 108	\$ 110,700	\$ 2,463,652	\$ 2,574,352

FY 2024 Dispatch/Radio Rates
No Charge to Fire Departments (No Fire Calls in Usage)

	FY 2022	FY 2023	PD Radios as of	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Outside Agency	Actual	Actual	03/17/23	TOTAL	Projected TOTAL	Projected TOTAL	Projected TOTAL	Projected TOTAL
Anna	140,563	167,154	52	199,374	292,771	301,138	323,754	335,297
Anna ISD	8,807	8,541	4	8,570	12,514	12,518	12,996	13,236
Celina	174,212	216,643	75	210,995	314,624	323,403	344,518	359,829
Celina ISD	8,579	6,152	3	5,799	11,251	11,202	11,577	11,736
Community ISD	10,651	12,298	10	19,583	31,356	34,020	35,178	38,595
Fairview	134,619	126,605	41	117,733	172,472	182,741	191,503	199,816
Farmersville	78,513	81,731	26	71,537	104,753	105,775	110,780	119,663
Farmersville ISD	15,175	15,017	10	20,208	29,484	29,418	30,465	30,950
Josephine	47,383	48,130	19	47,117	68,919	69,341	72,379	74,124
Lavon	52,875	70,792	30	76,296	111,631	117,983	123,193	126,206
Melissa	114,595	119,695	32	119,006	180,308	189,052	205,051	217,795
Melissa ISD	6,817	16,606	8	16,103	23,494	23,437	27,143	27,563
Princeton	246,849	201,471	57	183,188	277,018	286,442	301,043	316,252
Outside Agencies Total Allocation	1,039,638	1,090,835	367	1,095,510	1,630,596	1,686,469	1,789,578	1,871,063
Fire Departments			FD Radios					
Anna FD			33	-	-	-	-	-
Celina FD			57	-	-	-	-	-
Farmersville FD			40	-	-	-	-	-
Melissa FD			40	-	-	-	-	-
Princeton FD			35	-	-	-	-	-
FD Total			205	-	-	-	-	-
				-	-	-	-	-
Collin County Allocation	-	0	617	-	-	-	-	-
Collin County Allocation w/FD	2,560,212	2,531,463	822	2,463,652	3,633,133	3,801,113	4,125,500	4,380,171
Volunteer Fire Dept.			VFD Radios					
Blue Ridge FD			23					
Branch FD			34					
Josephine FD			23					
Lavon FD			27					
Lowry Crossing FD			18					
Nevada FD			35					
Westminister FD			24					
Weston FD			19					
			203					
Allocation Percentage	90%	100%		100%	100%	100%	100%	100%
Total Cost	3,599,850	3,622,298	1,392	3,559,163	5,263,729	5,487,582	5,915,079	6,251,233
% County		70%		69%	69%	69%	70%	70%
% Outside Law Enforcement		30%		31%	31%	31%	30%	30%
% Fire Departments				0%	0%	0%	0%	0%



Life Connected.

Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: John Cullison, Police Chief
CC: Karla Stovall, Interim City Manager
Date: September 12, 2023
Re: FY2024 - Collin County Dispatch Services

Action Requested:

Consider and act upon an Interlocal Dispatch Services Agreement by and between the City of Celina and Collin County. (Cullison)

Background Information:

Annual agreement for dispatch services with Collin County.

Legal Review:

N/A

Supporting Documents:

1. FY24 Dispatch Amendment 2 City of Celina
2. FY2024 50003 Dispatch Fees 4-24-23
3. FY2024 50003 Dispatch Fees Projections 4-24-23

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.



Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

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

Contract No. 2021-398
Contract: Dispatch Services, City of Celina

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1 Renew contract for a twelve (12) month period at the same terms and conditions of the contract from October 1, 2023, through September 30, 2024.

Item #2 Update Section 5.01 Compensation clause of the agreement to the following-

Payment for contract year October 1, 2023, through September 30, 2024, is \$210,995.00. Payments will be made in four quarterly installments of \$52,748.75. In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system.

From

Payment for contract year October 1, 2022, through September 30, 2023, is \$216,643. Payments will be made in four quarterly installments of \$54,160.75. In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. 2 has been accepted and authorized on _____ by authority of the Collin County Commissioners Court by Court Order No. _____, to be effective on 10/1/2023.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE: _____

DATE: _____

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB

(Print Name)

TITLE: Purchasing Agent

DATE: _____

HISTORICAL INFORMATION

Awarded by Court Order No. 2021-979-10-04

Amendment	<u>No. 1</u>	Court Order No.	<u>2022-913-09-19</u>	Summary	<u>Renewal</u>
Amendment	<u>No. 2</u>	Court Order No.	<u></u>	Summary	<u>Agreement extended and fees</u>

FY 2024 Radio Cost (excluding FD)

	PD Radios	PAWM	PAWM	Collin County	Grand
Outside Agency	as of 03/17/23	Fee per Radio	Cost	Radio/Dispatch Fee	Total
Anna	52	\$ 108	\$ 5,616	\$ 199,374	\$ 204,990
Anna ISD	4	\$ 108	\$ 432	\$ 8,570	\$ 9,002
Celina	75	\$ 108	\$ 8,100	\$ 210,995	\$ 219,095
Celina ISD	3	\$ 108	\$ 324	\$ 5,799	\$ 6,123
Community ISD	10	\$ 108	\$ 1,080	\$ 19,583	\$ 20,663
Fairview	41	\$ 108	\$ 4,428	\$ 117,733	\$ 122,161
Farmersville	26	\$ 108	\$ 2,808	\$ 71,537	\$ 74,345
Farmersville ISD	10	\$ 108	\$ 1,080	\$ 20,208	\$ 21,288
Josephine	19	\$ 108	\$ 2,052	\$ 47,117	\$ 49,169
Lavon	30	\$ 108	\$ 3,240	\$ 76,296	\$ 79,536
Melissa	32	\$ 108	\$ 3,456	\$ 119,006	\$ 122,462
Melissa ISD	8	\$ 108	\$ 864	\$ 16,103	\$ 16,967
Princeton	57	\$ 108	\$ 6,156	\$ 183,188	\$ 189,344
Outside Agency Total	367	\$ 108	\$ 39,636	\$ 1,095,510	\$ 1,135,146
Collin County	1,025	\$ 108	\$ 110,700	\$ 2,463,652	\$ 2,574,352

FY 2024 Dispatch/Radio Rates
No Charge to Fire Departments (No Fire Calls in Usage)

	FY 2022	FY 2023	PD Radios as of	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Outside Agency	Actual	Actual	03/17/23	TOTAL	Projected TOTAL	Projected TOTAL	Projected TOTAL	Projected TOTAL
Anna	140,563	167,154	52	199,374	292,771	301,138	323,754	335,297
Anna ISD	8,807	8,541	4	8,570	12,514	12,518	12,996	13,236
Celina	174,212	216,643	75	210,995	314,624	323,403	344,518	359,829
Celina ISD	8,579	6,152	3	5,799	11,251	11,202	11,577	11,736
Community ISD	10,651	12,298	10	19,583	31,356	34,020	35,178	38,595
Fairview	134,619	126,605	41	117,733	172,472	182,741	191,503	199,816
Farmersville	78,513	81,731	26	71,537	104,753	105,775	110,780	119,663
Farmersville ISD	15,175	15,017	10	20,208	29,484	29,418	30,465	30,950
Josephine	47,383	48,130	19	47,117	68,919	69,341	72,379	74,124
Lavon	52,875	70,792	30	76,296	111,631	117,983	123,193	126,206
Melissa	114,595	119,695	32	119,006	180,308	189,052	205,051	217,795
Melissa ISD	6,817	16,606	8	16,103	23,494	23,437	27,143	27,563
Princeton	246,849	201,471	57	183,188	277,018	286,442	301,043	316,252
Outside Agencies Total Allocation	1,039,638	1,090,835	367	1,095,510	1,630,596	1,686,469	1,789,578	1,871,063
Fire Departments			FD Radios					
Anna FD			33	-	-	-	-	-
Celina FD			57	-	-	-	-	-
Farmersville FD			40	-	-	-	-	-
Melissa FD			40	-	-	-	-	-
Princeton FD			35	-	-	-	-	-
FD Total			205	-	-	-	-	-
				-	-	-	-	-
Collin County Allocation	-	0	617	-	-	-	-	-
Collin County Allocation w/FD	2,560,212	2,531,463	822	2,463,652	3,633,133	3,801,113	4,125,500	4,380,171
Volunteer Fire Dept.			VFD Radios					
Blue Ridge FD			23					
Branch FD			34					
Josephine FD			23					
Lavon FD			27					
Lowry Crossing FD			18					
Nevada FD			35					
Westminister FD			24					
Weston FD			19					
			203					
Allocation Percentage	90%	100%		100%	100%	100%	100%	100%
Total Cost	3,599,850	3,622,298	1,392	3,559,163	5,263,729	5,487,582	5,915,079	6,251,233
% County		70%		69%	69%	69%	70%	70%
% Outside Law Enforcement		30%		31%	31%	31%	30%	30%
% Fire Departments				0%	0%	0%	0%	0%



Life Connected.

Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: John Cullison, Police Chief
CC: Karla Stovall, Interim City Manager
Date: September 12, 2023
Re: FY2024 - Jail Services Interlocal Agreement

Action Requested:

Consider and act upon Interlocal Jail Services Agreement with Collin County. (Cullison)

Background Information:

Annual agreement contract amendment for jail services with Collin County.

Legal Review:

N/A

Supporting Documents:

1. FY2024 Inmate Housing Fees 4-3-23
2. FY24 Jail Services Amendment 3 City of Celina

Financial Consideration:

FY2020 Collin County Jail services charge of \$107.30 per day, per inmate for City Class C Misdemeanor charges.

Staff Recommendation:

Staff recommends approval.

Inmate per day Expense Entity Impact

Entity	FY 2019 Actual Paid	FY 2020 Actual Paid	FY 2021 Actual Paid	FY 2022 Actual Paid	FY 2022 Inmate Days Utilizing FY 2024 Adopted Rate	FY 2023 YTD Actual Paid
Anna	\$ 4,395.09	\$ 4,543.88	\$ 4,296.27	\$ 3,057.60	\$ 5,579.09	\$ 688.86
Anna ISD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Baylor Scott & White	-	-	-	-	\$ -	\$ -
Celina	3,589.86	2,271.94	822.69	1,117.20	\$ 2,038.51	\$ 153.08
Collin Co. Community College	-	-	274.23	58.80	\$ 107.29	\$ -
Community ISD	-	-	-	-	\$ -	\$ -
DART	-	188.94	-	294.00	\$ 536.45	\$ -
Fairview	188.94	98.78	639.87	176.40	\$ 321.87	\$ 306.16
Farmersville	3,873.27	1,284.14	1,462.56	940.80	\$ 1,716.64	\$ -
Farmersville ISD	-	-	-	-	\$ -	\$ -
Josephine	-	98.78	-	-	\$ -	\$ -
Lavon	1,133.64	790.24	-	-	\$ -	\$ 153.08
Lucas	94.47	-	-	-	\$ -	\$ -
McKinney	70,285.68	36,977.85	33,090.42	20,756.40	\$ 37,873.45	\$ 5,817.34
Melissa	3,495.39	3,457.30	5,119.06	2,822.40	\$ 5,149.93	\$ 688.86
Murphy	3,400.92	4,642.66	1,279.74	58.80	\$ 107.29	\$ 76.54
Parker	-	395.12	-	-	\$ -	\$ -
Princeton	7,935.48	5,926.80	4,753.32	4,998.00	\$ 9,119.67	\$ 1,607.34
Prosper	3,684.33	4,247.54	914.10	1,058.40	\$ 1,931.22	\$ 1,836.96
Prosper ISD	-	-	-	176.40	\$ 321.87	\$ -
St Paul	-	-	-	-	\$ -	\$ -
Westminister	-	-	-	-	\$ -	\$ -
Wylie	7,179.72	2,271.94	91.41	-	\$ -	\$ -
	\$ 109,256.79	\$ 67,195.91	\$ 52,743.67	\$ 35,515.20	\$ 64,803.30	\$ 11,328.22
Rates	\$ 94.47	\$ 98.78	\$ 91.41	\$ 58.80	\$ 107.30	\$ 76.54
# City Days	1,157	680	577	604		148
Federal Inmate Housing	\$ 952,492.33	\$ 1,179,869.74	\$ 510,154.19	\$ 1,183,665.00	\$ 1,183,665.00	\$ 416,115.00
# Federal Days	13,648	11,944	4,859	11,273		3,963

Facility Utilization

% County	96.16%	96.39%	98.41%	96.70%		97.39%
% City	0.30%	0.19%	0.17%	0.17%		0.09%
% Federal	3.54%	3.41%	1.42%	3.13%		2.52%



Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor:	<u>City of Celina</u>	Contract No.	<u>2020-366</u>
	<u>142 N. Ohio</u>	Contract:	<u>Jail Services, City of Celina</u>
	<u>Celina, TX 75009</u>		<u></u>
	<u></u>		<u></u>

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1	The agreement will be renewed for a period of one (1) year, beginning October 1, 2023, through and including September 30, 2024, at the rate below.		
Item #2	Charges for fiscal year 2024:	<u>\$107.30 per day, per inmate</u>	

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. 3 has been accepted and authorized on _____ by authority of the Collin County Commissioners Court by Court Order No. _____, to be effective on 10/1/2023.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE:

DATE:

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB

(Print Name)

TITLE: Purchasing Agent

DATE:

HISTORICAL INFORMATION

Awarded by Court Order No. 2020-711-08-10

Amendment	<u>No. 1</u>	Court Order No.	<u>2021-777-08-16</u>	Summary	<u>Renewal 1</u>
Amendment	<u>No. 2</u>	Court Order No.	<u>2022-1200-11-07</u>	Summary	<u>Renewal 2</u>
Amendment	<u>No. 3</u>	Court Order No.	<u></u>	Summary	<u>Agreement extended and fees</u>



Life Connected.

City Secretary's Office
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Lauren Vaughns, City Secretary
CC: Karla Stovall, Interim City Manager
Date: September 12, 2023
Re: FY 2024 - Animal Control and Shelter

Action Requested:

Consider and act upon Interlocal Agreements by and between the City of Celina and Collin County for Animal Control Services and Animal Shelter use. (Figueroa)

Background Information:

These amendments extend the term of the agreements for another year.

Legal Review:

N/A

Supporting Documents:

1. FY24 Amendment 16 - City of Celina
2. FY24 Amendment 17 - City of Celina (002) ILA for Animal Control Services

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.



Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

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

Contract No. 06668-09
Contract: Interlocal Agreement for Facility
Construction and use of an Animal
Shelter in Collin County

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1 The agreement will be renewed for a period of one (1) year, beginning October 1, 2023, through and including September 30, 2024, at the rate below.

Item #2 Total Amount for fiscal year 2024: \$20,073.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No.16 has been accepted and authorized on _____ by authority of the
Collin County Commissioners Court by Court Order No. _____ effective on _____.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE: _____

DATE: _____

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB

(Print Name)

TITLE: Purchasing Agent

DATE: _____

HISTORICAL INFORMATION

Awarded by Court Order No. 2006-891-09-26

Amendment	<u>No. 15</u>	Court Order No.	<u>2022-1050-10-03</u>	Summary	<u>Renewal</u>
Amendment	<u>No. 16</u>	Court Order No.	<u></u>	Summary	<u>Agreement extended and fees</u>
					<u>updated.</u>



Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

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

Contract No. 01357-09
Contract: Interlocal Agreement for Animal Control
Services

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1 The agreement will be renewed for a period of one (1) year, beginning October 1, 2023, through and including September 30, 2024, at the rate below.

Item #2 Total Amount for fiscal year 2024: \$36,042.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No.17 has been accepted and authorized on _____ by authority of the
Collin County Commissioners Court by Court Order No. _____ effective on _____.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE: _____

DATE: _____

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB

(Print Name)

TITLE: Purchasing Agent

DATE: _____

HISTORICAL INFORMATION

Awarded by Court Order No. 2006-879-09-26

Amendment	<u>No. 16</u>	Court Order No.	<u>2022-1053-10-03</u>	Summary	<u>Renewal</u>
Amendment	<u>No. 17</u>	Court Order No.	<u></u>	Summary	<u>Agreement extended and fees</u>
					<u>updated.</u>



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ty Behringer, Assistant to the City Manager
CC: Karla Stovall, Interim City Manager
Date: September 12, 2023
Re: Cell Tower Lease Agreement - Frontier Lift Station

Action Requested:

Consider and act to authorize the Interim City Manager to negotiate and execute a lease agreement by and between the City of Celina and Anthemnet, Inc., located at the Frontier Lift Station. (Cell Tower Lease Agreement) (Behringer)

Background Information:

City Council approved an Ordinance amending the Comprehensive Zoning Ordinance for a Specific Use Permit (SUP) to allow for a Communication Antenna Tower on approximately 2 acres; generally located north of Frontier Parkway and approximately 375 feet west of Pebble Creek Drive, within the City Limits.

Legal Review:

This Agreement has been reviewed by the City Attorney.

Supporting Documents:

1. Anthemnet_Prospers-Frontier_PE_08-01-23

Financial Consideration:

The Lessee agrees to a \$2,000/month (\$24,000 annually) payment for ground and tower space located within the Frontier Lift Station site.

Staff Recommendation:

Staff recommends approval.

LEASE AGREEMENT BY AND BETWEEN THE CITY OF CELINA, TEXAS AND ANTHEMNET, INC.

THIS LEASE AGREEMENT (“**Agreement**”) is made effective as of the date last executed below (the “**Effective Date**”) by and between the **CITY OF CELINA, TEXAS**, a home rule municipal corporation (the “**Lessor**” or “**City**”) and **ANTHEMNET, INC.**, a Texas corporation, (the “**Lessee**”). Lessor and Lessee are each a “**Party**” and together, the “**Parties**”.

I. LEASE PROPERTY

Lessor hereby leases to Lessee certain real property, comprised of 2,500 square feet, situated in the City of Celina, Texas, as described in **Exhibit A-2** attached hereto and incorporated herein, together with all rights, privileges, easements, and appurtenances belonging to or in any way pertaining to such premises (the “**Property**”). Lease of the Property shall include the air space above such ground space for the placement of Lessee’s telecommunications tower (not to exceed 105 feet in height) and any related facilities or equipment (the “**Tower**”), together with a right of ingress and egress by way of an access easement as described in Section 4.09, to install, maintain, and operate the Tower, and to install utilities to service the Tower. The location of the Tower and surrounding space are set forth in the attached **Exhibit B**.

II. DUE DILIGENCE PERIOD; TERM

2.01 Due Diligence Period. In consideration of the sum of Ten and No/100 (\$10.00) Dollars paid in cash by Lessee to Lessor (the “**Option Consideration**”), Lessor hereby grants to Lessee the exclusive right to conduct Investigations and Tests (defined below) and the exclusive right and option to sublease the Property according to the terms and conditions of this Agreement, and with thirty (30) days notice to Lessor prior to such sublease (it being understood that the Rent (defined below) is consideration for the lease itself). Lessor expressly acknowledges and confesses its receipt of the cash payment described in the immediately preceding sentence, and Lessor expressly acknowledges and confesses the sufficiency of the Option Consideration. Beginning on the Effective Date and continuing until the Commencement Date as defined below (“**Due Diligence Period**”), Lessee and its sublessees shall only be permitted to enter the Property for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, “**Investigations and Tests**”) that Lessee and its sublessees may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Property. In the event that Lessee determines, during the Due Diligence Period, that the Property is not appropriate for Lessee’s intended use and decides not to commence its tenancy of the Property, then Lessee shall have the right to terminate this Agreement without penalty upon written notice to Lessor at any time during the Due Diligence Period and prior to the Commencement Date. Lessor and Lessee expressly acknowledge and agree that Lessee’s access to the Property during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Lessee shall not be considered an owner or operator of any portion of the Property, and shall have no ownership or control of any portion of the Property (except as expressly provided in this Section 2.01), prior to the Commencement Date. All tests

completed on the Property shall be undertaken in a safe, workmanlike and reasonable manner. Lessee and its sublessees shall give to Lessor not less than two (2) business days' written notice prior to the commencement of any Investigations and Tests in, on, or about the Property, and Lessor shall have the right to post notices of non-responsibility in or on the Property as provided by law. Lessee shall not permit any mechanics', materialmen's or other lien to stand against the Property in connection with any labor, materials, or services furnished or claimed to have been furnished by, or on behalf of, Lessee in connection with Lessee's investigation of the Property. If any such lien is filed against the Property, Lessee shall cause the same to be discharged or bonded. Lessee shall comply with all applicable laws and governmental regulations applicable to the Property, including without limitation the terms and provisions of any and all local, state and federal regulatory permits. During the Due Diligence Period, Lessee shall not cause any changes in the condition of the Property. Lessee will indemnify, defend and hold Lessor harmless from all claims and liabilities, including, without limitation, all liens and attorneys' fees, as a result of any such entry by Lessee, its agents, employees or representatives. During the Due Diligence Period, Lessee shall carry commercial general liability insurance with a financially responsible insurance company covering the activities of Lessee on or about the Property with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate.

2.02 Term. Following the Due Diligence Period, the initial term of this Agreement shall be five (5) years (the "**Initial Term**"), commencing on the earlier to occur of: (i) the date Lessee begins construction of the Tower; or (ii) the date that is twelve (12) months following the Effective Date (either, the "**Commencement Date**"). This Agreement may renew for an additional seven (7) renewal terms, consisting of five (5) years each (each, a "**Renewal Term**") for a maximum Agreement term of forty (40) years, upon the same terms and conditions, unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least ninety (90) days prior to the expiration of the Initial Term or then-existing Renewal Term. The Initial Term and any Renewal Terms for which this Agreement is in effect are collectively the "**Term**".

III. CONSIDERATION

3.01 Rent. Beginning on the Commencement Date, Lessee agrees to pay to Lessor, on or before the fifth (5th) day of each calendar month in advance, Two Thousand Dollars (\$2,000.00) ("**Rent**") at Lessor's address set forth herein. The first month's Rent shall be due within thirty (30) days from the Effective Date. Lessee shall pay Lessor a late payment charge equal to five percent (5%) of Rent for any Rent payment not paid when due. Lessee may aggregate its monthly Rent payments by paying annually, in advance. Commencing on the first Renewal Term, and at the beginning of each Renewal Term thereafter, as applicable, Rent shall increase by seven and a half percent (7.5%). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Lessor shall provide Lessee with a copy of an accurate and executed W-9 Form from Lessor prior to the Commencement Date.

3.02 Concept Plan and Improvements. Lessee shall develop the Property in accordance with the Specific Use Permit obtained for the Property, and in substantial conformity with the concept plan for the Property, depicted in **Exhibit B**, attached hereto and incorporated herein. Lessee shall obtain all required permits from the City for any applicable improvements made to, or installed on, the Property.

3.03 Property Condition. Lessor represents to Lessee that, as of the Effective Date, Lessor is the fee simple owner of the Property, that the Property is free from any mortgage, deed of trust or other liens, and that Lessor has the authority to enter into this Agreement. Lessee represents, as of the Commencement Date, that the Property, the title thereto, any subsurface conditions thereof, and the uses thereof have been examined by the Lessee. Lessee shall, as of the Commencement Date, accept the same in the condition in which they are, without representation or warranty, expressed or implied, in fact or by law, by the Lessor, and without recourse to the Lessor as to the title thereto, the nature, condition or usability thereof, or the uses to which the Property may be put. By taking possession or commencing use of the Property, Lessee (i) acknowledges that it is relying on its own inspections of the Property and not on any representations from Lessor regarding the Property; (ii) establishes conclusively that the Property is at such time in satisfactory condition and in conformity with this Agreement and all zoning or other governmental requirements in all respects; and (iii) accepts the Property in its condition as of the Effective Date on an “AS IS,” “WHERE IS,” and “WITH ALL FAULTS” basis, subject to all faults and infirmities, whether now or hereafter existing. Nothing contained in this Section 3.03 affects the commencement of the Agreement or the obligation of Lessee to pay Rent as provided above. Lessee represents and warrants to Lessor as follows: (i) Lessee does not intend to, and will not, use the Property for any purpose other than as set forth in Section 4.01; and (ii) Lessee has previously disclosed in writing to Lessor all special requirements (but Lessor shall have no responsibility relative to any such special requirement), if any, which Lessee may have in connection with this intended use. Lessee acknowledges that Lessor has given material concessions for the acknowledgements and provisions contained in this Section 3.03, and that Lessor is relying on these acknowledgements and agreements and would not have entered into this Agreement without such acknowledgements and agreements by Lessee.

IV. RIGHTS AND DUTIES OF LESSEE

4.01 Use. Lessee shall have the right to use the Property for the installation, operation, and maintenance of the Tower and uses incidental thereto and for no other uses. Lessee’s use and operation of the Tower shall not interfere with Lessor’s use of the real property owned by Lessor surrounding the Property, existing as of the Effective Date, including Lessor’s lift station. If Lessee’s use of the Property interferes with Lessor’s use of such real property, Lessee shall take all measures reasonably necessary to correct and eliminate the interference.

4.02 Structural Analysis. During the Due Diligence Period, Lessee agrees to obtain a structural analysis of the Tower plans prior to construction, prepared and certified by a licensed engineer in the State of Texas, and provide such analysis to the Lessor.

4.03 Maintenance, Required Facilities, and Modification / No Third-Party Beneficiaries.

- A. Lessee shall be responsible for maintenance of the Property during the entire Term of the Agreement. Lessee shall maintain and keep the Property in a good and tidy condition and reasonably free from hazards to persons or property. Lessee shall have the right to install, modify, supplement, replace, upgrade, and expand the Tower at its own expense, within the Property, and not in any area of ingress, egress, or access to the Property. Lessee shall

have the sole responsibility for any maintenance, repair, or security of the Tower. The Tower shall be installed on an industry standard foundation at Lessee's sole expense. The Property shall be enclosed by screening requirements in compliance with the City's Code of Ordinances, including but not limited to Sec. 10.03.076(g)(3)(B). Said fence shall be owned by Lessee and shall be removed from the Property by Lessee within a reasonable period, not to exceed ninety (90) days, following termination of this Agreement. Notwithstanding the foregoing, Lessee will not be required to remove any foundations, landscaping, or underground utilities. The fence shall be used to enclose the Tower and all associated or related equipment.

- B. For purposes of this Agreement, the Parties specifically agree and covenant that: (1) this Agreement only affects matters, liabilities, and disputes between the Parties to this Agreement, and is in no way intended by the Parties hereto to benefit, apply to, or otherwise affect any third party, notwithstanding the fact that such third party may be in a contractual relationship with Lessee; (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third party from obligations owing by them to either Lessee or Lessor; and (3) the terms of this Agreement are not intended to impose additional obligations upon Lessor or Lessee in relation to, on behalf of, or with regard to any such third parties.

4.04 Prompt Repair. Lessee shall promptly notify Lessor of any and all damages resulting from, arising out of, or caused by the use of the Property, including but not limited to structural damages, electrical damages, damages to fencing, irrigation systems, or landscaping by Lessee's operations, by Lessee, its officers, agents, employees and invitees. Lessee shall be solely responsible for promptly repairing and/or replacing any item on or attached to the Property which is abused, damaged, or destroyed, except to the extent caused by the negligence or intentional misconduct of Lessor. Lessee shall endeavor to keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee and in the event such a lien is filed against the Property, Lessee shall cause the removal of the same. In no event shall Lessor be responsible for the payment, costs of removal, or liabilities of any such liens.

4.05 General Care of Property. Lessee shall take good care of the Property and its fixtures and suffer no waste, and shall maintain the Property during the Term of this Agreement. Lessee shall keep the Property free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise, or interference. At the expiration or end of the Term of this Agreement, Lessee shall deliver the Property in good order and condition.

4.06 Compliance with Laws and Licensing. Lessee shall, at its own expense, comply with all present and future federal, state, and local laws, ordinances, rules, and regulations, including those provided in the City's Code of Ordinances, in connection with the use, operation, maintenance, construction, and/or installation of the Tower. Lessor agrees to reasonably cooperate with Lessee in obtaining, at Lessee's expense, any federal licenses and permits required for Lessee's use of the Property. Lessor acknowledges that Lessee's ability to use the Property for Lessee's intended purposes is contingent upon Lessee's obtaining and maintaining, both before and after the Effective Date, all of the certificates, permits, licenses, and other approvals (collectively known as "**Governmental Approvals**") that may be required by any federal, state or local authority for the foregoing uses and improvements to the Property desired by Lessee. Lessor shall promptly cooperate, at Lessee's expense, with Lessee in Lessee's efforts to obtain such Governmental

Approvals and shall take no action that would adversely affect Lessee's obtaining or maintaining such Governmental Approvals.

4.07 Taxes. Lessee shall pay any personal property taxes assessed on the Tower and any related facilities or equipment. Lessee shall pay all taxes which are assessed against the Lessor due to the taxes attributable to Lessee's Tower, facilities, and equipment, or use of the Property, and improvements constructed or maintained by Lessee on the Property. The obligations for payment of such taxes are exclusive of Rent payments.

4.08 Utility Service. Lessee shall be solely responsible for providing any and all utility services to the Property desired during the Term, including water, electricity, gas, and telephone services, and installation of any required meters or facilities. Lessor will not be in default under this Agreement or be liable to Lessee or any other person, for direct or consequential damages or otherwise, for any failure to supply electricity, water, gas, security, or other utilities, or for surges or interruptions of electricity, or other such services or utilities.

4.09 Easement. As partial consideration for Rent paid under this Agreement, Lessor hereby grants to Lessee, during the Term of this Agreement, an access and utility easement as depicted in **Exhibit B** and described in **Exhibit A-3** for ingress and egress to the Property to install, remove, replace, and maintain the Tower, and for utilities reasonably necessary for Lessee's operation of the Tower.

4.10 Rights to Equipment; Removal.

- A. The Tower and any related facilities or equipment shall remain personal to and the property of Lessee. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Tower or any portion thereof. The Tower shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law.
- B. Prior to the termination or expiration of this Agreement and before any Rent payments shall cease, Lessee shall:
 - i. remove the Tower and any related equipment or facilities;
 - ii. repair any damage caused by such removal, reasonable wear and tear excepted;
 - iii. remove all equipment, other than utilities or foundations, that are at or below grade; and
 - iv. otherwise surrender the Property at the expiration of this Agreement (as the same may have been extended or the earlier termination thereof) in good condition.
- C. If Lessee holds over after this Agreement expires or has been terminated, the Agreement shall be month to month, subject to the provisions of this Agreement, provided that the Rent during any holdover period shall be equal to one hundred fifteen percent (115%) of the Rent otherwise provided for herein.

V. TERMINATION

This Agreement terminates at the end of the Term, and may, prior to the end of the Term, be terminated, either immediately or after the required notice, upon any one or more of the following:

- A. by mutual agreement of the Parties;
- B. by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement, and such default is not cured within thirty (30) days after written notice thereof or, if such default or breach cannot be cured within such 30-day period in the exercise of all due diligence, then if the breaching Party commences an attempt to cure within such 30-day period, then such longer period as the other Party thereafter continues diligently to prosecute cure of the default or breach, but not more than an additional sixty (60) days;
- C. by the Lessor, immediately, if Property ceases to be used for the purposes described herein;
- D. by Lessee, if Lessee does not obtain or maintain any Governmental Approval necessary for the construction and operation of the Tower despite Lessee's commercially reasonable efforts to preclude such event;
- E. by Lessee, if any environmental report for the Property reveals the presence of any hazardous material after the Commencement Date, and Lessor cannot remove such hazardous material within thirty (30) days after notice thereof; or
- F. by Lessee, upon six (6) months' prior written notice for any reason, so long as Lessee pays Lessor, on or before the effective date of such termination, a termination fee equal to three (3) months' Rent.

VI. INDEMNITY AND INSURANCE

A. LESSEE AND LESSEE'S CONTRACTORS SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR AND LESSOR'S PAST, PRESENT, AND FUTURE OFFICERS, EMPLOYEES, OFFICIALS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, CONSULTANTS, BOARD MEMBERS, AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM, AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

- (i) THIS AGREEMENT;**
- (ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS AGREEMENT;**
- (iii) LESSEE'S OCCUPATION AND USE OF THE PROPERTY;**

(iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PROPERTY CAUSED BY, AGGRAVATED BY, OR CONTRIBUTED IN WHOLE OR IN PART, BY LESSEE; OR

(v) ANY ACT OR OMISSION OF LESSEE OR LESSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EXCEPT (1) TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE, OR (2) WHOLLY CAUSED BY THE SOLE NEGLIGENCE OF AN INDEMNITEE.

B. In connection with the above described indemnification obligations:

(i) Upon written notice from Lessor, Lessee agrees, to the fullest extent permitted by law, to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this Agreement for which Lessee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. To the fullest extent permitted by law, Lessee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

(ii) Lessor shall give Lessee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Agreement. Nothing herein shall be deemed to prevent Lessor from cooperating with Lessee and participating in the defense of any litigation by Lessor's own counsel. Lessee shall pay all expenses incurred by Lessor in response to any such actions, suits, or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Lessor's attorney, and the actual expenses of Lessor's agents, employees, or expert witnesses, and disbursements and liabilities assumed by Lessor in connection with such suits, but shall not include attorney's fees for services that are unnecessarily duplicative of services provided Lessor by Lessee.

(iii) If Lessee requests Lessor to assist it in a defense, then Lessee shall pay all expenses incurred by Lessor, including defending itself with regard to the actions, suits, or proceedings. These expenses shall include all out-of-pocket expenses such as attorney's fees and shall also include the costs of any services rendered by the Lessor's attorney, and the actual expenses of Lessor's agents, employees or expert witnesses, and disbursements and liabilities assumed by Lessor in connection such suits, actions, or proceedings.

C. Lessee shall provide Lessor with a certificate of insurance issued by an insurance company eligible to do business in Texas indicating that Lessee carries commercial general liability insurance, including contractual liability coverage with limits of liability thereunder of \$1 million combined single limit, per occurrence and in the aggregate, for bodily injury and/or property damage, and such other insurance that the Lessor may require by City policy. Such insurance shall include Lessor, and its authorities, boards, commissions, departments, offices, individual officers, employees, and agents, as an additional insured with respect to matters arising out of Lessee's use of, and operations on the Property. Lessee will provide Lessor with a renewal certificate within ten (10) business days of Lessor's written request for such certificate. Lessee shall also provide Lessor evidence that it maintains workers' compensation insurance in

compliance with the statutory requirement of the State of Texas and automobile liability coverage with a \$500,000 limit. Each insurance policy required by this subsection shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed, reduced in coverage or in limits except after thirty (30) days' notice by certified mail, return receipt requested, has been given to Lessor. Lessee shall provide at least thirty (30) days prior written notification to Lessor of cancellation of any required coverage that is not replaced.

VII. RIGHTS AND DUTIES OF LESSOR

- A. Upon providing notification to the Lessee, and only in the presence of a Lessee representative, Lessor shall have the right to come upon the Property, or any part thereof, for the purpose of inspecting the Property or any portion of it.
- B. Notwithstanding any provision herein, the Parties agree that Lessor has not waived any sovereign or governmental immunity it holds under law by entering into and performing its obligations under this Agreement.
- C. Lessor's use of the Property, other than those uses existing as of the Effective Date shall not interfere with Lessee's use of the Property or operation of the Tower. If such use of the Property by Lessor interferes with Lessee's use of the Property or operation of the Tower, Lessor shall take all measures reasonably necessary to correct and eliminate the interference.

VIII. SUBLESSEES, SUCCESSORS & ASSIGNS

The terms, conditions, and covenants contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns and/or heirs. Lessee shall have the right to sublease portions of the Property to its customers without Lessor's prior consent; provided, however, that Lessee shall provide Lessor notice at least (30) days prior to any such sublease. In no event does a sublease by Lessee to a customer terminate or otherwise reduce or assign Lessee's obligation, responsibilities, and liabilities under this Agreement. Lessee shall not otherwise convey, assign or otherwise transfer all or any portion of its rights or interests in the Property or under this Agreement without Lessor's prior written consent, which consent shall not unreasonably be conditioned, withheld or delayed. Lessor's consent shall not be required for such conveyance, assignment or transfer of Lessee's rights or interests in the Property or under this Agreement if such assignee or transferee is: (i) an entity controlled by, controlling or under common control with Lessee; (ii) any entity that is a successor to Lessee by merger or other consolidation of Lessee; or (iii) a purchaser of all or substantially all of Lessee's assets in the metropolitan area in which the Property is located; provided, however, that Lessee shall provide Lessor notice at least thirty (30) days prior to such conveyance, assignment, or transfer. Upon assignment by Lessee of all or any portion of its rights or interests in the Property or under this Agreement, Lessee, to the extent of such assignment, shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Agreement, provided, however, that the assignee shall assume such liabilities and obligations in writing in a form reasonably acceptable to Lessor, and to the extent assignee refuses to do so, the liability and obligations under the this Agreement shall remain with Lessee.

IX. NOTICE

All notices or communications required under this Agreement or desired to be given by the Parties hereto shall be sent in writing and shall be deemed sufficiently given when same is sent via facsimile with confirmation of delivery, hand-delivered or deposited in the United States mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

FOR LESSOR:	City Manager City of Celina, Texas 142 N. Ohio St. Celina, TX 75009
FOR LESSEE:	Anthemnet, Inc. 5944 Luther Lane, Suite 725 Dallas, TX 75225 Attn: Brian Richmond Email: brian@anthemnet.com Phone: Brian Richmond at (650) 315-5145

or at such other address as Lessor or Lessee shall specify in a written notice.

X. VENUE

The Parties agree and covenant that this Agreement will be enforceable in Celina, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue shall lie in Collin County, Texas.

XI. SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XII. DESTRUCTION OR CONDEMNATION

If the Property or Tower are materially damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer

in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Property by written agreement of the Parties.

XIII. RIGHT OF FIRST REFUSAL

If Lessor, at any time during the Term, receives an irrevocable (except such offer may be conditioned upon the non-exercise of this right of first refusal), bona fide written offer from a third party (an “**Offer**”) to sell, assign, convey or otherwise transfer Lessor’s interest in this Agreement, which Lessor desires to accept, Lessor shall, to the extent allowed by law, first give Lessee written notice (including a copy of the proposed contract) of such Offer and an opportunity to make an Offer on the same terms prior to Lessor becoming obligated to transfer such interest in the Agreement pursuant to the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor’s notice to make its offer and exercise its right of first refusal by notifying Lessor in writing. If Lessee does not exercise its right of first refusal within such 30-day period, Lessor may accept the Offer and transfer its interest in the Agreement.

XIV. FORCE MAJEURE

Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance shall give notice to the other Party, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

XV. MEMORANDUM

At any time after the Effective Date, either Party may, by sending written notice to the other, require that a memorandum of this Agreement, in a form reasonably agreed upon by the Parties, be completed (with an accurate description and depiction of the Property and easement included as an Exhibit A to the Memorandum), executed and recorded within thirty (30) days after such notice.

XVI. ESTOPPEL

From time to time upon written request of the Lessee, Lessor may execute a written estoppel certificate in a form and substance reasonably satisfactory to Lessor, certifying to Lessor's reasonable knowledge and belief that this Agreement is in full force and effect and identifying any obligations of Lessee under this Agreement that are in default. Lessee shall pay Lessor a fee of \$500.00 at the time of Lessee's request for an estoppel certificate for each request in excess of one (1) per calendar year. Within twenty (20) days from the date Lessor receives Lessee's request for an estoppel certificate, Lessor shall respond to Lessee's request by (i) returning the executed certificate, (ii) communicating Lessor's concerns with the contents of the certificate to Lessee and thereafter working with Lessee to revise the certificate, or (iii) communicating to Lessee the reasons it cannot execute the certificate. The City Manager of the City shall have the authority to execute such estoppel certificate on behalf of the Lessor.

XVII. EXCLUSIVITY

During the Term of this Agreement, to the extent allowable by law, and provided that Lessee is not in default of this Agreement, Lessor shall not enter into any agreement with any person or entity other than Lessee to construct and operate wireless communications facilities on any real property adjacent to the Property owned or controlled by Lessor or its affiliates.

[SIGNATURES ON IMMEDIATELY FOLLOWING PAGE]

EXECUTED this the ____ day of _____, 2023.

LESSOR:

CITY OF CELINA, TEXAS

BY: _____
Karla Stovall, Interim City Manager

LESSEE:

ANTHEMNET, INC.

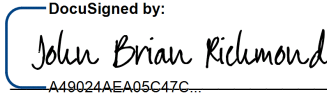
BY: 
A49024AE05C47C...
John Brian Richmond, President/CEO
8/1/2023

EXHIBIT A-1

Property Description

CITY OF CELINA, TEXAS 1.074-ACRE TRACT FN
20150918001190270 O.P.R.C.C.T. PART OF LOT 1 BLOCK C TWELVE OAKS PHASE II
CABINET P, PAGE 486 FN
2004-0019785 M.R.C.C.T

PARENT TRACT LEGAL DESCRIPTION:

(PER OFFICIAL RECORD IN FILE NUMBER 20150918001190270 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS)

PART OF LOT 1, BLOCK C. TWELVE OAKS PHASE II, C. WATSON SURVEY, ABSTRACT NO. 945, CITY OF CELINA, COLLIN COUNTY, TEXAS.

DESCRIPTION, OF A 1.074 ACRE TRACT OF LAND SITUATED IN THE C. WATSON SURVEY, ABSTRACT NO. 945, COLLIN COUNTY, TEXAS; SAID TRACT BEING PART OF LOT 1, BLOCK C, TWELVE OAKS PHASE II, AN ADDITION TO THE CITY OF CELINA, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET P, PAGE 486 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS; SAID TRACT ALSO BEING PART OF THAT TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDER'S LIEN TO LARRY B. ROGERS AND SPOUSE AE C. ROGERS RECORDED IN INSTRUMENT NO. 20141222001391340 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS; SAID 1.074 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARING SYSTEM IS BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (2011). TEXAS NORTH CENTRAL ZONE 4202, DISTANCES SHOWN HAVE BEEN ADJUSTED TO SURFACE BY APPLYING THE COLLIN COUNTY TXDOT COMBINATION FACTOR OF 1.000152710):

COMMENCING, AT A 1/2-INCH IRON ROD FOUND FOR CORNER FOUND AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF PEBBLE CREEK DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY) AND THE NORTH RIGHT-OF-WAY LINE OF F.M. 1461 (A VARIABLE WIDTH RIGHT-OF-WAY); SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE, SOUTH 89 DEGREES, 16 MINUTES, 53 SECONDS WEST, DEPARTING THE WEST LINE OF SAID PEBBLE CREEK DRIVE AND THE EAST LINE OF SAID LOT 1, ALONG THE NORTH LINE OF SAID F.M. 1461 AND THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 248.43 FEET TO A POINT FOR CORNER; FROM WHICH A TXDOT BRONZE DISK FOUND BEARDS SOUTH 61 DEGREES, 51 MINUTES WEST, 0.4 FEET;

THENCE, NORTH 84 DEGREES, 48 MINUTES, 22 SECONDS WEST, ALONG THE SAID NORTH LINE OF F.M. 1461 AND THE SAID SOUTH LINE LOT 1, A DISTANCE OF 120.13 FEET TO A 1/2-INCH IRON ROD WITH "PACHECO KOCH" CAP SET FOR THE POINT OF BEGINNING;

THENCE, NORTH 84 DEGREES, 48 MINUTES, 22 SECONDS WEST, ALONG THE SAID NORTH LINE OF F.M. 1461 AND THE SAID SOUTH LINE OF LOT 1, A DISTANCE OF 143.87 FEET TO A TXDOT BRONZE DISK FOUND FOR CORNER;

THENCE, SOUTH 89 DEGREES, 20 MINUTES, 09 SECONDS WEST, ALONG THE SAID NORTH LINE OF F.M. 1461 AND THE SAID SOUTH LINE OF LOT 1, A DISTANCE OF 71.97 FEET PASSING A 1/2-INCH IRON ROD WITH "PACHECO KOCH" CAP, THEN CONTINUING IN ALL A TOTAL DISTANCE OF 146.97 FEET TO A POINT FOR CORNER IN WILSON CREEK; SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1 AND THE SOUTHEAST CORNER OF LOT 11R, BLOCK B, LOTS 10R-1 & LOT 11R, BLOCK B, AN ADDITION TO THE CITY OF

CELINA, TEXAS ACCORDING TO THE PLAT RECORDED IN VOLUME 2011, PAGE 380 OF SAID PLAT RECORDS;
THENCE, MEANDERING ALONG THE CENTER OF WILSON CREEK, THE WEST LINE OF SAID LOT 1 AND THE EAST LINE OF SAID LOT 11R, THE FOLLOWING THREE (3) CALLS;
NORTH 17 DEGREES, 34 MINUTES, 57 SECONDS WEST, A DISTANCE OF 43.87 TO A POINT FOR CORNER;
NORTH 12 DEGREES, 45 MINUTES, 53 SECONDS EAST, A DISTANCE OF 90.15 FEET TO A POINT FOR CORNER;
NORTH 21 DEGREES, 06 MINUTES, 49 SECONDS, A DISTANCE OF 29.79 FEET TO A POINT FOR CORNER; SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 1 AND THE SOUTHWEST CORNER OF LOT 2, BLOCK C OF SAID TWELVE OAKS PHASE II;
THENCE, NORTH 89 DEGREES, 18 MINUTES, 03 SECONDS EAST, DEPARTING THE CENTER OF WILSON CREEK, THE SAID WEST LINE OF LOT 1 AND THE SAID EAST LINE OF LOT 11R, ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 75.00 FEET PASSING A 1/2-INCH IRON ROD WITH "PACHECO KOCH" CAP SET, THEN CONTINUING IN ALL A TOTAL DISTANCE OF 270.76 FEET TO A 1/2-INCH IRON ROD WITH "PACHECO KOCH" CAP SET FOR CORNER;
THENCE, SOUTH 00 DEGREES, 41 MINUTES, 57 SECONDS EAST, DEPARTING THE SAID NORTH LINE OF LOT 1 AND THE SAID SOUTH LINE OF LOT 2, A DISTANCE OF 172.69 FEET TO THE POINT OF BEGINNING;
CONTAINING: 46,791 SQUARE FEET OR 1.074 ACRES OF LAND, MORE OR LESS.

EXHIBIT A-2

Lease Premises Description

LESSEE'S PROPOSED 35'X71.5' PREMISES DESCRIPTION:

BEING A 35'X71.5' LEASE AREA CONTAINING 0.0574 ACRES (2,502.50 SQUARE FEET) LOCATED IN THE COLEMAN WATSON SURVEY, ABSTRACT NO. 945, COLLIN COUNTY, TEXAS, AND BEING OUT OF AND PART OF A 1.074-ACRE TRACT OWNED BY THE CITY OF CELINA AS RECORDED IN FILE NUMBER 20150918001190270 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, SAID 0.0574-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983:

COMMENCING AT A FOUND TXDOT CONTROL MONUMENT HAVING A STATE PLANE COORDINATE VALUE OF X=2,503,034.93 (E), Y=7,146,757.81 (N);

THENCE NORTH 77 DEGREES 43 MINUTES 40 SECONDS WEST, 176.43 FEET TO THE POINT OF BEGINNING AND SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, HAVING A STATE PLANE COORDINATE VALUE OF X=2,502,862.53 (E), Y=7,146,795.31 (N);

THENCE NORTH 89 DEGREES 46 MINUTES 26 SECONDS WEST, 35.00 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 00 DEGREES 13 MINUTES 32 SECONDS EAST, 71.50 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 89 DEGREES 46 MINUTES 26 SECONDS EAST, 35.00 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 00 DEGREES 13 MINUTES 32 SECONDS WEST, 71.50 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0574 ACRES (2,502.50 SQUARE FEET) OF LAND.

EXHIBIT A-3**Easement Description****LESSEE'S PROPOSED VARIABLE WIDTH ACCESS, UTILITY, AND FIBER EASEMENT DESCRIPTION:**

BEING A LESSEE'S PROPOSED VARIABLE WIDTH ACCESS, UTILITY, AND FIBER EASEMENT CONTAINING 0.0911 ACRES (3,968.24 SQUARE FEET) LOCATED IN THE COLEMAN WATSON SURVEY, ABSTRACT NO. 945, COLLIN COUNTY, TEXAS, AND BEING OUT OF AND PART OF A 1.074-ACRE TRACT OWNED BY THE CITY OF CELINA AS RECORDED IN FILE NUMBER 20150918001190270 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, SAID 0.0911-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983:

COMMENCING AT A FOUND TXDOT CONTROL MONUMENT HAVING A STATE PLANE COORDINATE VALUE OF X=2,503,034.93 (E), Y=7,146,757.81 (N);

THENCE NORTH 77 DEGREES 43 MINUTES 40 SECONDS WEST, 176.43 FEET TO THE POINT OF BEGINNING AND SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, HAVING A STATE PLANE COORDINATE VALUE OF X=2,502,862.53 (E), Y=7,146,795.31 (N);

THENCE SOUTH 00 DEGREES 13 MINUTES 32 SECONDS WEST, 5.90 FEET TO A NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 44 DEGREES 46 MINUTES 28 SECONDS EAST, 14.14 FEET TO A NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 89 DEGREES 46 MINUTES 28 SECONDS EAST, 27.03 FEET TO A NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 71 DEGREES 00 MINUTES 25 SECONDS EAST, 117.14 FEET TO A NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 01 DEGREES 15 MINUTES 55 SECONDS EAST, 27.25 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE NORTHERLY RIGHT-OF-WAY LINE OF F.M. 1461, COMMON WITH THE SOUTHERLY PROPERTY LINE OF SAID 1.074-ACRE TRACT;

THENCE NORTH 84 DEGREES 48 MINUTES 39 SECONDS WEST, 15.10 FEET ALONG SAID COMMON LINE TO A SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 01 DEGREES 15 MINUTES 55 SECONDS WEST, 15.10 FEET TO AN INTERIOR SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 71 DEGREES 00 MINUTES 25 SECONDS WEST, 104.20 FEET TO AN INTERIOR SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 89 DEGREES 46 MINUTES 28 SECONDS WEST, 61.76 FEET TO AN INTERIOR SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

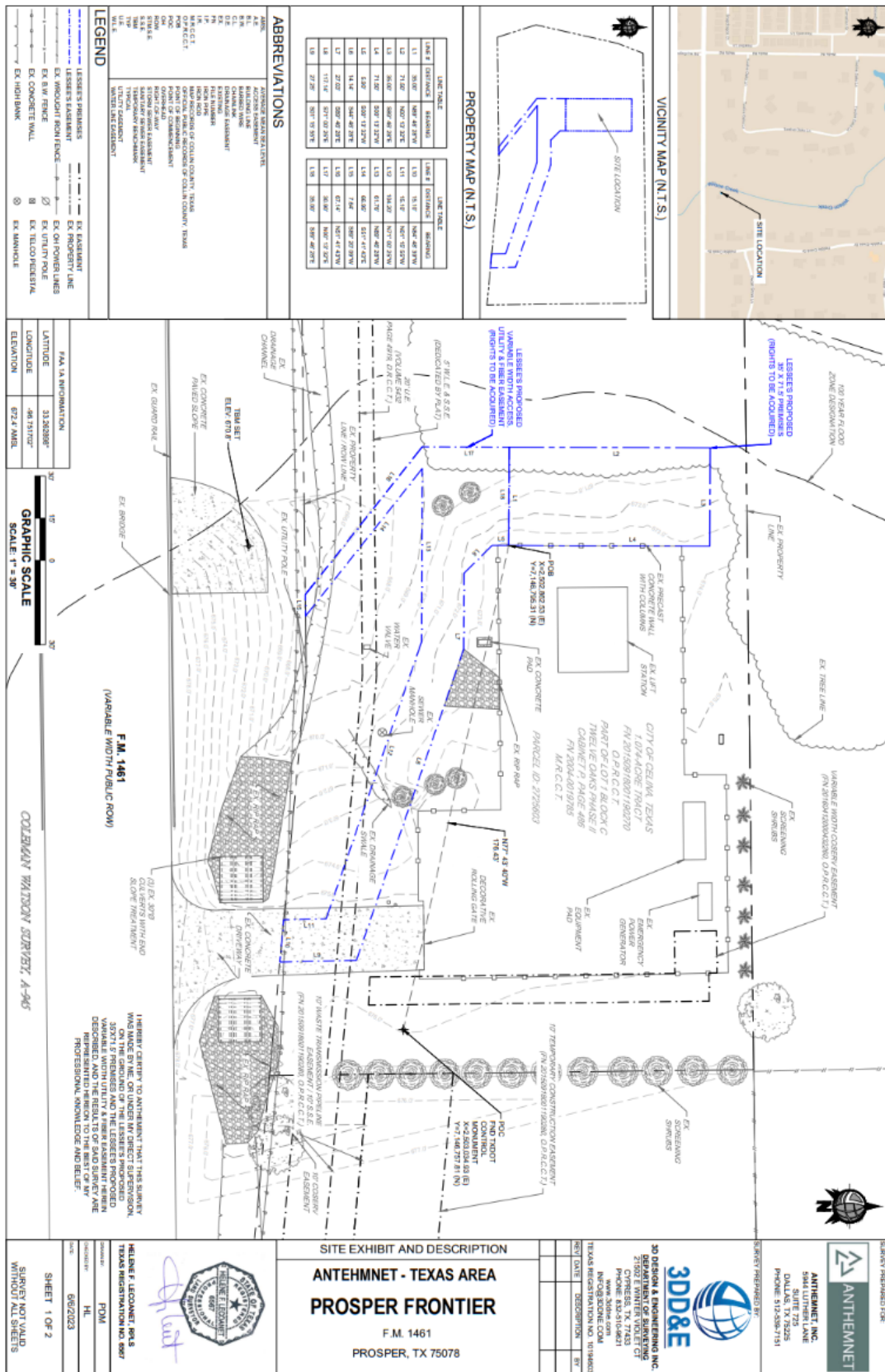
THENCE SOUTH 51 DEGREES 41 MINUTES 43 SECONDS EAST, 66.95 FEET TO A SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE NORTHERLY RIGHT-OF-WAY LINE OF F.M. 1461, COMMON WITH THE SOUTHERLY PROPERTY LINE OF SAID 1.074-ACRE TRACT;

THENCE SOUTH 89 DEGREES 20 MINUTES 09 SECONDS WEST, 7.64 FEET ALONG SAID COMMON LINE TO A SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 00 DEGREES 13 MINUTES 32 SECONDS EAST, 30.90 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 89 DEGREES 46 MINUTES 28 SECONDS EAST, 35.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0911 ACRES (3,968.24 SQUARE FEET) OF LAND.







Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ryan Quigley, Purchasing Agent
CC: Cody Webb, Director of Parks & Recreation
Date: September 12, 2023
Re: 2023-012 Downtown Square Planting and Irrigation P33

Action Requested:

Consider and act to award Bid 2023-012 for the Downtown Square Planting and Irrigation to Pace Construction Service in the amount of \$69,865.00 plus a ten percent contingency in the amount of \$6,986.50 for a total amount not to exceed \$76,851.50. (Quigley)

Background Information:

On August 8th, 2023, the City received responses to bid 2023-012 for Downtown Square Planting and Irrigation. The solicitation invitation was advertised in the local paper and posted on the City's eProcurement system in which four hundred and eighty-six vendors were notified. Two vendors responded to the solicitation. On December 28th, 2022, the City issued a work authorization to Westwood Professional Company (formally Pacheco Koch Consulting Engineers) to develop landscape architectural drawings for a refresh of the downtown square area, including replacing planting beds with perennials and selected areas for annuals, as well as improved irrigation.

Legal Review:

The contract has been previously reviewed and approved.

Supporting Documents:

1. Bid Tabulation Line Item
2. 2023-012 Agreement with Pace Construction Service_Partially Executed

Financial Consideration:

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

Staff Recommendation:

Staff recommends award.

Bid 2023-012 Downtown Square Planting
Opened 8/9/2023 at 10:00 AM CST

					Pace Turf Solutions (Pace Construction Services)		C. Green Scaping, LP	
					Total Price	\$69,865.00	Total Price	\$95,450.00
Line #	Description	QTY	UOM	Estimated	Unit	Extended	Unit	Extended
1	Demolition and Site Clearing	7650	EA		\$ 1.00	\$ 7,650.00	\$ 3.00	\$ 22,950.00
2	Seasonal Planting	3140	EA		\$ 4.00	\$ 12,560.00	\$ 4.60	\$ 14,444.00
3	Shrubs / Ornamental Grasses	92	EA		\$ 30.00	\$ 2,760.00	\$ 33.30	\$ 3,063.60
4	Shrubs / Ornamental grasses	456	EA		\$ 20.00	\$ 9,120.00	\$ 32.20	\$ 14,683.20
5	Shrubs / Perennials	266	EA		\$ 25.00	\$ 6,650.00	\$ 16.20	\$ 4,309.20
6	Bed Prep / Mulch	7650	EA		\$ 1.50	\$ 11,475.00	\$ 2.20	\$ 16,830.00
7	Spray Head Irrigation for Planting Beds	7650	SF		\$ 1.00	\$ 7,650.00	\$ 0.95	\$ 7,267.50
8	Tie new irrigation into existing system	1	LS		\$ 4,000.00	\$ 4,000.00	\$ 5,400.00	\$ 5,400.00
9	inline Pipe, Valve, and Lateral Pipe for irrigat	1	LS		\$ 8,000.00	\$ 8,000.00	\$ 6,502.50	\$ 6,502.50

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 **Pace Construction Service** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby agree as follows:

ARTICLE 1 – WORK

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

City of Celina
Downtown Planting and Irrigation
BID 2023-012

ARTICLE 2 – THE PROJECT

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

The project includes installation of planting an irrigation around the downtown square.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by **Westwood Professional Company**, 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 2 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 4 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 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: \$69,865.00

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.

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

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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

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

EXECUTED in single or multiple originals with an effective date of **September 13, 2023**.

CITY OF CELINA, TEXAS

CONTRACTOR

Paul Anderson

Printed Name & Title

Paul Anderson

Printed Name & Title

Date

Aug 17, 2023

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

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Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ryan Quigley, Purchasing Agent
CC: Cody Webb, Director of Parks & Recreation
Date: September 12, 2023
Re: 2023-061 Choate Median Landscaping Reject All Bids

Action Requested:

Consider and act to reject all responses for bid 2023-061 for Choate Median Landscaping. (Quigley)

Background Information:

On August 17, 2023, the City received responses to bid 2023-061 Choate Median Landscaping. The solicitation invitation was advertised in the local paper and posted on the City's eProcurement system in which five hundred and ten vendors were notified. One vendor responded to the solicitation. The bid response is over budget and additional funding is not available for this project at this time. Staff requests Council reject the response received. The project will be re-bid at a future date.

Legal Review:

N/A

Supporting Documents:

None

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends rejection of all bids.



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ryan Quigley, Purchasing Agent
CC: Cody Webb, Director of Parks & Recreation
Date: September 12, 2023
Re: 2023-062 Punk Carter Median Landscaping P27

Action Requested:

Consider and act to award Bid 2023-062 for Punk Carter Median Landscaping to Pace Construction Service in the amount of \$60,690.00 plus a ten percent contingency in the amount of \$6,069.00 for a total amount not to exceed \$66,759.00. (Quigley)

Background Information:

On August 17, 2023, the City received responses to bid 2023-062 for Punk Carter Median Landscaping. The solicitation invitation was advertised in the local paper and posted on the City's eProcurement system in which five hundred and ten were notified. Two vendors responded to the solicitation. On April 12, 2023, the City issued a work authorization to Westwood Professional Company (formally Pacheco Koch Consulting Engineers) to develop landscape architectural drawings for Punk Carter Median. The City is working in partnership with the Bluewood HOA for this project.

Legal Review:

The contract has been previously reviewed and approved.

Supporting Documents:

1. Bid Tabulation by Line Item
2. DRAFT Agreement

Financial Consideration:

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

Staff Recommendation:

Staff recommends approval.

Bid 2023-062 Punk Carter Median Landscaping
Bid Opened at 2:00 PM on 8/17/2023

				Pace Turf Solutions (Pace Construction Services)		C. Green Scaping, LP	
				Total Price	\$60,690.00	Total Price	\$80,522.70
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Furnish all material, labor and equipment to provide a Traffic Control Work Plan, as shown in the drawings, for the use of the entirety of the project, including barricades, channelization and signs.	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 15,800.00	\$ 15,800.00
2	Furnish all labor, materials, equipment, tools and superintendence to furnish and install Project Sign, as detailed, and per the Technical Specification.	1	EA	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
3	Furnish all material, labor and equipment to provide Existing Sod Removal, as shown in the drawings, and per Technical Specification	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,200.00	\$ 2,200.00
4	Furnish all material, labor and equipment to provide Existing Irrigation Removal, as shown in the drawings, and per Technical Specification	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
5	Furnish all material, labor and equipment to provide EXISTING DECORATIVE GRAVEL TO BE REMOVED AND STORAGE WITH COORDINATION WITH CITY PARKS DEPARTMENT, as shown in the drawings, and per Technical Specification	1	LS	\$ 500.00	\$ 500.00	\$ 640.00	\$ 640.00
6	Furnish all material, labor and equipment to provide Bermudagrass Tiff Sod, as shown in the drawings, and per Technical Specification	7535	SF	\$ 2.50	\$ 18,837.50	\$ 1.12	\$ 8,439.20
7	Furnish all material, labor and equipment to provide Shade Trees (4Inch Cal.), as shown in the drawings, and per Technical Specification	15	EA	\$ 650.00	\$ 9,750.00	\$ 1,348.00	\$ 20,220.00
8	Furnish all material, labor and equipment to provide Ornamental Trees (65 Gal.), as shown in the drawings, and per Technical Specification	10	EA	\$ 650.00	\$ 6,500.00	\$ 900.00	\$ 9,000.00
9	Furnish all material, labor and equipment to provide Tree Bubblers, as shown in the drawings, and per Technical Specification	50	EA	\$ 30.00	\$ 1,500.00	\$ 54.00	\$ 2,700.00
10	Furnish all material, labor and equipment to provide Spray Heads Irrigation for Buffalograss Sod, as shown in the drawings, and per Technical Specification	7535	SF	\$ 1.50	\$ 11,302.50	\$ 2.10	\$ 15,823.50
11	Furnish all material, labor and equipment to provide Controller with Solar Power COnnnection, as shown in the drawings, and per Technical Specification	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,400.00	\$ 2,400.00

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 **Pace Construction Service** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby agree as follows:

ARTICLE 1 – WORK

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

City of Celina
Punk Carter Median Landscaping
BID 2023-062

ARTICLE 2 – THE PROJECT

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

The project includes installation of planting and irrigation along punk carter median.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by **Westwood Professional Company**, 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 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 45 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 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: **\$60,690.00**

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.

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

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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

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

EXECUTED in single or multiple originals with an effective date of **September 13, 2023**.

CITY OF CELINA, TEXAS

CONTRACTOR

Printed Name & Title

Printed Name & Title

Date

Date

Address for giving notices:

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

Address for giving notices:

EJCDC® C-410, Bid Form for Construction Contract.
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and American Society of Civil Engineers. All rights reserved.



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Andy Glasgow, Director of Engineering
Date: September 12, 2023
Re: Fire Station 2 Repairs, Bid 2023-064

Action Requested:

Consider and act to approve Bid 2023-064 for repairs to the driveway at Fire Station 2 with Tegrity Contractors in the amount of \$135,777.00 plus ten percent contingency in the amount of \$13,577.70 for a total amount not to exceed \$149,354.70. Berry

Background Information:

On August 21, 2023, the City received responses to bid 2023-064 for repairs to the driveway at Fire Station 2. The project includes the installation of a trench drain and partial paving grading of the existing driveway. The bid invitation was advertised in the local paper and posted on the City's eProcurement system, in which four hundred fifty-six vendors were notified. One response was received. An initial review was completed by Purchasing and forwarded to staff and the Engineer of Record. Staff reviewed the submittal and verified references.

Legal Review:

Contracts have been previously reviewed and approved.

Supporting Documents:

1. 00-400 - Agreement
2. Bid Tabulation by Supplier Spreadsheet

Financial Consideration:

Funding is available from 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 Bid 2023-064 as presented.

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 **Tegrity Contractors** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby agree as follows:

ARTICLE 1 – WORK

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

City of Celina
Fire Station 2 Repairs
BID 2023-064
Project F09A

ARTICLE 2 – THE PROJECT

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

The construction project includes the replacement of various street and marking signs throughout downtown Celina.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by **Pacheco Koch** 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 45 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 60 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

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

granted by OWNER, CONTRACTOR shall pay OWNER **\$500** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: **\$135,777.00**

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.

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

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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

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

EXECUTED in single or multiple originals with an effective date of **September 13, 2023**.

CITY OF CELINA, TEXAS

CONTRACTOR

Karla Stovall, Interim City Manager

Printed Name & Title

Date

Date

Address for giving notices:

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

Address for giving notices:

EJCDC® C-410, Bid Form for Construction Contract.
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Tab Sheet

2023-064

Fire Station 2 Repairs

Line #	Description	QTY	UOM	Tegrity Contractors	
				Unit	Extended
1	Temporary Erosion, Sedimentation and Water Pollution Prevention (SWPPP)	1	LS	\$10,205.16	\$10,205.16
2	Remove Concrete	120	SY	\$10.98	\$1,317.60
3	Remove Concrete Curb and Gutter	60	LF	\$30.50	\$1,830.00
4	Remove Bollards	6	EA	\$335.50	\$2,013.00
5	8 Inch Portland Cement Concrete Pavement	120	SY	\$61.00	\$7,320.00
6	Lime Treated Subgrade per Geotech	120	SY	\$185.44	\$22,252.80
7	6 Inch Integral Curb	60	LF	\$50.02	\$3,001.20
8	Replace Bollard	6	EA	\$1,830.00	\$10,980.00
9	Trench Drain, Prefab or CIP	52	LF	\$658.09	\$34,220.68
10	Trenching, Embedment, and Backfilling	172	LF	\$24.40	\$4,196.80
11	Trench Drain Grate	52	LF	\$97.60	\$5,075.20
12	6 Inch ADS N-12 Pipe	172	LF	\$115.90	\$19,934.80
13	6 Inch ADS N-12 Pipe Fittings	6	EA	\$204.96	\$1,229.76
14	Connect to Existing Storm	2	EA	\$6,100.00	\$12,200.00
	Total				\$135,777.00



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Eric Everson, Assistant Fire Chief
Date: September 12, 2023
Re: Off-Road EMS Unit

Action Requested:

Consider and act to authorize the purchase of an off-road EMS Unit from ASAP-Off Road Specialty Vehicles as the sole source provider in an amount not to exceed \$79,253.00. (Berry)

Background Information:

The unit will be used to provide medical services to areas not accessible by a traditional vehicle and during events. The MedStat off-road ambulance features a fully enclosed, air-conditioned, all-aluminum patient compartment that secures a full-size cot and seating for up to two attendants and a driver.

Legal Review:

N/A

Supporting Documents:

1. EMS Cart Quote Celina Fire MS 500 08 24 2023
2. EMS Cart Sole Source Affidavit
3. Sample - Picture of Unit

Financial Consideration:

Funding is available in the current budget. Funds will be committed at the issuance of a purchase order.

Staff Recommendation:

Staff recommends authorizing the purchase as presented.

ASAP - OFF ROAD SPECIALTY VEHICLES
5609 GUNDY DRIVE MIDVALE, OH 44653
877-929-2727 www.asap911.com
Pricing effective 01/01/2023

**2023 MEDSTAT MS 500 QUOTE****DEALER: ASAP****CUSTOMER:**

Celina Fire Department
 1413 S. Preston RD
 Celina, TX 75009

DATE
QUOTED BY

8/24/2023
 S. Carlisle

	CUSTOMER NET PRICE	QTY	CUSTOMER EXTENDED PRICE
MS 500 BASE UNIT	\$71,266	1	\$71,266
CHASSIS AND CAB STANDARD FEATURES			
Modified Intimidator UTV Chassis			
Standard White Paint Color - Hood & Dash			
997cc gas liquid-cooled Electronic Fuel-Injected Power Plant			
On Demand Four Wheel Drive			
Fully Independent, Heavy Duty Suspension			
Power Steering			
Cab - Steel Mounted to ROPS Roll Bar w/ Windshield and Doors			
Windshield Wiper 270 Degree Sweep			
Mirrors - Lt & Rt & Rear View			
Deep Cycle Battery, On Board Dual Battery Charger, Manual Shoreline			
Skirting - Alum Tread Plate w/ Rear Step Bumper			
Auxiliary Switches - Four (4)			
Air Conditioning with 4000 Watt Generator 110/120v			
Insulation Package - Cab/Engine			
Siren and Speaker			
Backup Alarm			
PATIENT COMPARTMENT STANDARD FEATURES			
All Aluminum Welded Construction			
Heavy Duty Extruded Frame			
Painted Interior - Non-insulated surfaces			
Painted Exterior - White Standard			
Bench Seat - 60" w/ Seat Belts, Seat Pads, Built in Storage			
Cot Mounting System			
Door - Side Access Door to Bench Storage			
Door - Rear Hinged Wrap Around Style Double Doors			
Grab Handles - Interior (1) Entry Door and (1) Ceiling			
Windows - Tinted Auto Safety Glass w/ Slide Screen			
Insulation - Headliner Panel			
Insulation - Interior Wall Panels			
IV Holder - Rubber Style			
Outlet - 12 Volt Auxiliary			
ALS Cabinets Package - Upper & Lower			
LIGHTING STANDARD FEATURES			
LED Headlights			
LED Dome Lights - (1) in Cab, (1) in Patient Compartment			
LED Tail Lights			
LED Rear Scene/Load Light			
LED Turn Signals			
LED Emergency Lights - (1) Each Side, (2) Rear			
LED Light Bar (Front Facing)			
TIRES AND WHEELS STANDARD FEATURES			
Aluminum Wheels - 4 Wheels			
Off-Road Tires			
CHASSIS AND CAB OPTIONS			
Custom Lettering - Rear Bumper	\$176	1	\$176
Brush Guard	\$320	1	\$320
PATIENT COMPARTMENT OPTIONS			
Bench Seat - Back Pads - 60" (Wall Mounted)	\$333	1	\$333
PAINT OPTIONS			
Custom Paint Color (Other Than Standard White) Paint Code _____	\$895	1	\$895
Two Tone Paint (Custom Paint Required) Paint Codes _____ Over _____	\$392	1	\$392
LIGHTING OPTIONS			
LED Front Scene/Work Lights (Qty 2)	\$292	1	\$292
LED Side Scene Lights	\$759	1	\$759
TIRE UPGRADE OPTIONS			
TOTAL MEDSTAT CUSTOMER PRICE			\$74,433
CUSTOMER REQUESTED ITEMS			
Estimated Shipping to Celina, TX 75009	\$4,820.00	1	\$4,820.00
TOTAL PRICE TO CUSTOMER			\$79,253

Terms - 25% Down on Receipt of Order and Payment in Full Upon Delivery

ASAP Prices are valid for 30 Days

FOB Midvale, OH if No Shipping Fee is Quoted

FINANCING AVAILABLE*

Estimated Annual Payment (5 years)	\$18,387
Estimated Monthly Payment (60 months)	\$1,532

ASAP - OFF ROAD SPECIALTY VEHICLES
5609 GUNDY DRIVE MIDVALE, OH 44653
877-929-2727 www.asap911.com
Pricing effective 01/01/2023



2023 MEDSTAT MS 500 QUOTE

DEALER: ASAP
CUSTOMER:
 Celina Fire Department
 1413 S. Preston RD
 Celina, TX 75009

DATE 8/24/2023
QUOTED BY S. Carlisle

CUSTOMER		CUSTOMER
NET PRICE		EXTENDED
		PRICE
		Contact ASAP for a Formal Quote

Accepted this _____ Day of _____, 2023
 Signature _____
 Title _____
 Purchase Order No. _____

*Results received from these estimates are designed for comparative purposes only, and accuracy is not guaranteed. Alternative Support Apparatus, LLC does not guarantee the accuracy of any information available on this financing quote, and is not responsible for any errors, omissions, or misrepresentations. All financing is handled through a third party. This calculator does not have the ability to pre-qualify you for any financing program. Qualification for loan programs may require additional information

SOLE SOURCE (VENDOR) AFFIDAVIT

Alternative Support Apparatus, LLC
Company Name
5609 Gundy Drive
Address
740-922-2727
Phone
Scott Carlisle
Contact Person
Midvale
City
OHIO
State
44653
Zip
scarlisle@asap911.com
Email

Before me, the undersigned official, on this day, Wednesday August 30th, 2023
A person known to me to be the person whose signature appears below; whom after being duly sworn, his/her oath depose and said:

1. My name is Scott D. Carlisle; I am over the age of 18, have never been convicted of a felony and I am competent to make this affidavit.
2. I am an authorized representative of the above named company or firm:
3. The above-named company or firm is the sole source provider of the following item/service:
ASAP MedStat specialty off-road emergency vehicles

4. Competition in providing the above named item/service) are precluded by the existence of a: (Please mark one source)

- ☒ patent ☐ copyright ☐ secret process
☐ monopoly ☐ film ☐ manuscript
☐ book ☐ a captive replacement part or component for equipment.
☐ Territorial Restriction: (describe)

- ☒ There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above-named item(s) or products(s) because of exclusive distribution or marketing rights. A vendor, who markets a product through distributors, or more than one outlet, is not a sole source because the products are available from more than one source.

- ☐ Other: _____

[Signature]
Signature of Authorized Official (President, CEO)

President
Title of Authorized Official

SUBSCRIBED AND SWORN to before me on this 30 day of August, 2023

Seal



Signature: Kayla Bille
Printed Name: Kayla Bille
Commission Expires: 9/27/2025

Approval: YES No Purchasing Authorization: _____ Date: _____





Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Brent Brown, Assistant Police Chief
Date: September 12, 2023
Re: Police Vehicles Replaces 8501 & 8501 plus 1 enhancement

Action Requested:

Consider and act to purchase three vehicles for the Police Department from Silsbee Ford through a cooperative contract with the Interlocal Purchasing System (TIPS) for an amount not to exceed \$140,256.75. (Berry)

Background Information:

Staff requests authorization to purchase three new 2023 Ford F150's. Two trucks will replace existing units 8501 and 8502 through the vehicle and equipment replacement fund, and one unit will be added as an enhancement to the Fleet. All vehicles will be purchased through TIPS, Contract 210907.

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

Legal Review:

N/A

Supporting Documents:

1. Quote

Financial Consideration:

Funding is available in the current budget.

Staff Recommendation:

Authorize the purchase as presented.



PRODUCT PRICING SUMMARY
TIPS USA 210907 TRANSPORTATION VEHICLES
VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF CELINA

Prepared by: RICK BROWN

Contact: ALEX JONES 214.842.2089

Phone: 409.659.1555

Email: AJONES@celina-tx.gov

Email: RBROWN.SILSBEEFLEET@GMAIL.COM

Product Description: FORD RESPONDER

Date: August 11, 2023

A. Bid Item: W1P

A. Base Price: \$ 45,799.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2023 FORD RESPONDER F150	\$ -		EXTERIOR - BLACK	\$ -
	3.5L ECOBOOST V6 ENGINE	\$ -	96	INTERIOR - BLACK	\$ -
	AUTOMATIC TRANSMISSION	\$ -			
	POWER WINDOWS / LOCKS	\$ -			
	REAR VIEW CAMERA	\$ -			
18b	PLATFORM RUNNING BOARDS	\$ 250.00			
47P	POLICE ENGINE IDLE	\$ 260.00			
67P	REMOTE KEYLESS ENTRY	\$ 340.00			
91B	BLIS	\$ 590.00			

Total of B. Published Options: \$ 1,440.00

Published Option Discount (5%) \$ (72.00)

C.

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: FLEET DISCOUNT

\$ (980.00)

G. Additional Delivery Charge: 323 miles

\$ 565.25

H. Subtotal:

\$ 46,752.25

I. Quantity Ordered 3 x H =

\$ 140,256.75

J. Trade in:

K. TIPS Administrative Fee (INCLUDED IN PRICE)

\$ -

L. Total Purchase Price Including TIPS Fee

\$ 140,256.75



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Cody Webb, Director of Parks & Recreation
Date: September 12, 2023
Re: Old Celina Park Restroom Addition, P32

Action Requested:

Consider and act to approve a work authorization for landscape architecture and engineering services for the Old Celina Park restroom addition to Halff Associates, Inc., for an amount not to exceed \$179,000.00 (Berry)

Background Information:

Service includes the design of an 8-foot wide concrete trail, conversion of a gravel road to a concrete road, addition of a pre-fabricated restroom, and repair of an existing walking surface.

The City maintains an executed Master Agreement for Professional Services with this engineering firm for on-call services. Council authorized the agreement in 2022 for a period of five years.

Legal Review:

The contract was previously reviewed and approved.

Supporting Documents:

1. Work Authorization to MSA - Halff
2. Exhibits

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:

Approve the work authorization as presented.

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 Halff	MAPS Date:	10/10/2022
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In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **Halff Associates, 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:	Old Celina Park Restroom Improvements		
Engineer Project #	53986.002	Work Authorization Date:	9/13/2023
Engineer:	Halff Associates, Inc.		
Purchase Order#:		Project #:	P32
Engineer Representative		Owner Representative:	Cody Webb

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month (1-31)
Submission Date:	Submit invoice by the 10 th 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 X 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

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



August 3, 2023

Project No. (AVO): 53986.002

City of Celina
Cody Webb
Director of Parks & Recreation
142 N Ohio St
Celina, TX 75009

Dear Mr. Webb,

Halff is pleased to submit the attached scope of services for the Old Celina Park Additions for the City of Celina.

The proposed services are described in the Scope of Services (**Attachment A**). The Exclusions/Available Additional Services (**Attachment B**) provides a list of services not included in the proposed services; however, these services can be provided by Halff upon request.

We appreciate the opportunity to submit our proposed services for this project. Please feel free to contact me at [214.346.6276](tel:214.346.6276) or at jmarston@halff.com if you have any questions or comments regarding the proposal.

Sincerely,

Justin Marston, PLA
Project Manager, Halff Associates, Inc.

ATTACHMENT A
BASIC SCOPE OF SERVICES
LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR OLD CELINA PARK
ADDITIONS

PURPOSE

Halff, Inc. (CONSULTANT) will provide Landscape Architecture and Engineering Services for the Old Celina Park Additions (PROJECT) for the City of Celina (CLIENT).

SCOPE

The PROJECT includes pedestrian improvements and additions to Old Celina Park as listed below:

1. Converting existing soft surface trail south of the south parking lot to 8' wide concrete trail;
2. Converting approximately 1100 LF of existing gravel service road drive to a 12' wide concrete drive along the south property line from FM 428 to the termination of the existing concrete service drive.;
3. Add a prefabricated restroom facility between the soccer fields on the north end of these soccer fields. This work will include extending sanitary sewer, water and electrical service to the proposed prefabricated restroom facility;
4. Replace the concrete walking surface that has separated from the retaining walls at the two existing handicap ramps (approximately 40 LF total) at the two eastern baseball fields located in the southern fourplex of baseball fields.

ASSUMPTIONS

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The scope of work herein represents a single, stand-alone project consisting of individual tasks described above.
2. All Tasks described herein will be completed concurrently, with one (01) construction package, except for the driveway entry which will have a separate PS&E submittal as mentioned in item #5 below.
3. Construction administrative services will be handled as part of the Old Celina Park Playground Improvements which is being contracted through a Construction Manager at Risk (CMAR). CONSULTANT will work alongside the CMAR throughout the construction process.

4. Competitive bid will be required for all concrete repair jobs and will be bid separately from the prefabricated restroom.
5. The prefabricated restroom manufacturing and installation will be handled through a Buy Board cooperative agreement with Public Restrooms. Design team will be responsible for the design of the earthwork under the building, a concrete grade foundation beam and the extension of electrical, water and sewer service.
6. No existing utility services currently in place will require upgrades in size, and all modifications will be able to be handled with current utility capacity, including but not limited to, water, sewer, storm drainage, and electrical.
7. TxDOT coordination and separate PS&E documents will be required for the driveway entry along FM 428.
8. The PROJECT schedule will be based on a 30-day (maximum) review period by the CLIENT.
9. Construction documents will be prepared for 60%, 90%, City and CMAR review and comment followed by 100% signed and sealed for construction.
10. All surface drainage will sheet flow, and no additional detailed drainage area maps will be necessary or developed as part of the construction drawings.
11. All trail amenities such as wayfinding signage, seating elements, trash receptacles, and lighting will be reused, relocated, or provided new with the same pre-approved site furnishings being used as part of the Old Celina Park Playground Improvements.
12. All meetings described herein will be held at the CLIENT's office or virtually. CONSULTANT shall notify CLIENT and request additional compensation if additional meetings are necessary for on-site, ongoing coordination and/or the completion of the PROJECT.
13. Construction Administration services will be charged on an hourly basis not to exceed, for all tasks.
14. CLIENT will provide any record drawing information including utilities for the areas where proposed improvements are to be added.

TASK 1 – PRE-PLANNING, SURVEY, GEOTECH

TASK 1.1 – PRE-PLANNING AND SITE VISIT

Project Management Coordination:

CONSULTANT will perform internal coordination and communication throughout the duration of **Task 1**.

Communications and Reporting:

CONSULTANT will provide monthly reports to the CLIENT that describe current progress, identify outstanding issues and/or items of future concern.

Site Visit:

CONSULTANT will attend one (01) site visit with the CLIENT to observe existing site conditions, topography, assess location of proposed project improvements and confirm proposed location for the prefabricated restroom facility. Notes will be taken by the CONSULTANT to record items discussed during this site visit.

- On-site visit – One (01) site visit

Restroom Facility Design/Locate:

CONSULTANT will provide up to two (02) potential locations for the prefabricated restroom facility based on existing site conditions and use of available space for the CLIENT to comment and approve. Design will look at feasibility of one single, or two separate prefabricated restrooms south of the north expansion parking lot.

Deliverables:

- One (01) – minimum 8.5x11 color exhibit showing size and location option(s) for restroom facility for CLIENT comment and discussion.
- Digital PDF of the site visit notes.

TASK 1.2 – SURVEY

Topographical Survey:

A licensed surveyor will perform detailed topographical surveying for the PROJECT. The survey will be based on Texas State Plane Coordinate System 4202 North Central Texas datum. The survey will include the following:

- A licensed surveyor will perform detailed topographical surveying for the PROJECT. The survey will be based on Texas State Plane Coordinate System 4202 North Central Texas datum. The survey will include the following:
- Horizontal and Vertical control points established such that all points of construction are within five hundred (500') feet of a control point.
- Topographic features will be surveyed for each area identified by the CONSULTANT.
- Ground surface contours at an interval of one (1') foot supplemented by appropriate spot elevations accurate to 0.1-foot elevation.
- Existing trees six (6") inches in caliper or larger within the area of the proposed trail conversion, the area of the proposed service drive, and as identified by the landscape architect as needing a precise location will be tied, with caliper size and tagged with identifying point number of tree tie.

- Existing surface utility appurtenances (including overhead electric poles and sports lighting poles) will be identified, along with other visible surface features and existing improvements.
- Flow line elevations of all storm drain headwalls will be identified.
- Underground public utilities will be shown, based on field ties of visible surface appurtenances and public utility plans provided by the client. The surveyor and engineer cannot certify as to the accuracy or completeness of the record documents used to depict the existing underground utilities. No underground utility locating services are to be utilized or provided as a part of this contract.
- Top of pavement grades will be identified where concrete will tie into existing paving.
- Approximate location of existing electrical service to soccer field sports field light poles will be shown based on record drawing information provided by the CLIENT.

TASK 1.3 – GEOTECHNICAL SERVICES

Subsurface Drilling:

Experienced drillers and technicians will evaluate subsurface conditions with four (04) sample borings according to the following field program.

- One (01) boring drilled to a depth of 20 feet for the proposed restroom
- Three (03) borings drilled at a depth of 10 feet for new paving

Geotechnical Report:

A geotechnical report will be prepared to present the results of the field and laboratory testing together with an analysis of the results and provide recommendations. CLIENT will be provided one (01) 8.5"x11" printed copies and a PDF electronic copy of the report. The report will address the following:

- moisture content and soil identification
- liquid and plastic limit determinations
- percent passing the No. 200 sieve
- hydrometer particle size
- unconfined compression tests on soil
- unit weight determinations
- absorption pressure and/or one-point pressure swell tests
- soluble sulfate tests

Deliverables:

- *Digital PDF copy of the Geotechnical Report.*
- *Printed copy of the Geotechnical Report will be available upon request.*

TASK 1.4 – Subsurface Utility Exploration (SUE)

Halff will perform SUE in accordance with ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities.” This service shall be limited to the site of the proposed restroom facility.

This standard defines the following Quality Levels:

Quality Level-B Utility Designating:

1. Halff will designate the approximate horizontal position of conductive/toneable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of utilities to include buried communication, electric, natural gas, traffic signal, water, waste water/sanitary sewer, and storm drain/storm sewer. Designation of irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access are not part of this Scope of Services.
2. Because of limited utility record information and the possibility of non-conductive/ untoneable utilities, Halff cannot guarantee all utilities will be found and marked within the project limits.

TASK 2 – PROJECT CONSTRUCTION DOCUMENTS

TASK 2.1 – CONCRETE WALKING TRAIL SOUTH

Construction Document Preparation:

CONSULTANT shall prepare 90% and 100% construction documents for approval by the CLIENT and other necessary entities. CONSULTANT shall prepare submissions for review and comment, and they will be submitted on the dates established in the approved schedule. CONSULTANT will provide the following drawings and deliverables:

- A. Trail Dimension Control and Site Amenities Layout – CONSULTANT will design and provide horizontal geometric control which will include coordinate geometry and typical dimensions of the trail. Details for the trail and associated site amenities (replacement benches) will be provided.
- B. Site Grading Plan– CONSULTANT will prepare a trail grading plan that includes the notes, details, and necessary trail elevations required to allow grading for trail improvements.
- C. Demolition Plan – CONSULTANT will prepare a demolition plan for removal and or preservation of existing site features associated with the trail layout and grading. Demolition plan will also identify location of tree protection fencing of existing trees to be saved and preserved.
- D. Erosion Control Plan – CONSULTANT will prepare an erosion control plan in conjunction with the trail grading and drainage design. This task is for the preparation of design drawings and associated details only. CONSULTANT will utilize most current TCEQ requirements for the design of silt fence, erosion control logs, rock filter dams, and construction entrances as required.
- E. Grass Revegetation Plan – CONSULTANT will prepare the revegetation plan for all grass areas disturbed by trail construction..

- F. Specifications – CONSULTANT will provide specifications conforming to city standards. Specifications will be submitted at the 90% and 100% submittal milestones. The provided specifications will include the city standard specifications.

Deliverables:

- 60%, 90% and 100% Construction Document Plans shall include a 22"x34" set of construction documents. CONSULTANT shall provide an electronic PDF set of drawings and specifications for review and comment at each submittal.

TASK 2.2 – CONCRETE SERVICE DRIVE & DRIVE APPROACH

Construction Document Preparation:

CONSULTANT shall prepare 90% and 100% construction documents for approval by the CLIENT and other necessary entities. CONSULTANT shall prepare submissions for review and comment, and they will be submitted on the dates established in the approved schedule. CONSULTANT will provide the following drawings and deliverables:

- A. Concrete Drive Dimension Control Layout – CONSULTANT will design and provide horizontal & vertical geometric control which will include coordinate geometry and typical dimensions of the concrete drive. Details for the drive will be provided.
- B. Site Grading Plan– CONSULTANT will prepare a concrete drive grading plan that includes the notes, details, and necessary elevations required to allow grading for service drive improvements.- Grading plan will also identify subgrade modification as determined by the geotechnical report.
- C. Demolition Plan – CONSULTANT will prepare a demolition plan for existing site features that will be removed or preserved in conjunction with the service drive layout and grading.
- D. Erosion Control Plan – CONSULTANT will prepare an erosion control plan in conjunction with the service drive grading and drainage design. This task is for the preparation of design drawings and associated details only. CONSULTANT will utilize most current TCEQ requirements for the design of silt fence, erosion control logs, rock filter dams, and construction entrances as required.
- E. Grass Revegetation Plan – CONSULTANT will prepare the revegetation plan for all grass areas disturbed by service drive construction.
- F. Specifications – CONSULTANT will provide specifications conforming to city standards. Specifications will be submitted at the 90% and 100% submittal milestones. The provided specifications will include the city standard specifications .

Deliverables:

60%, 90% and 100% Construction Document Plans shall include a 22"x34" set of construction documents. CONSULTANT shall provide an electronic PDF set of drawings and specifications for review and comment at each submittal.

TxDOT Project Coordination & Meetings

CONSULTANT shall coordinate with TxDOT (04 meetings max) regarding the drive approach at FM 4238. CONSULTANT will inform the CLIENT of coordination efforts and prepare meeting notes to keep the CLIENT informed of the progress with TxDOT.

TxDOT PS&E Plan Set Preparation for Driveway at FM 428

CONSULTANT shall prepare 60%, 90%, and 100% construction documents for the service drive approach at FM 428 for approval by the CLIENT and TxDOT. CONSULTANT shall prepare submissions for review and comment, and they will be submitted on the dates established in the approved schedule. CONSULTANT will provide the following drawings and deliverables:

Deliverables:

- 60%, 90%, and 100% Construction Document Plans shall include a 11"x17" set of construction documents applicable to TxDOT PS&E standards. CONSULTANT shall provide an electronic PDF set of drawings, specifications and cost estimates for review and comment at each submittal. CONSULTANT will provide TxDOT a maximum of five (05) plan sets as required with TxDOT plan submittals.
- Digital PDF copy of the TxDOT coordination meeting notes.

TASK 2.3 – PREFABRICATED RESTROOM FACILITY

Internal/External Coordination:

CONSULTANT will perform internal/external coordination with the restroom manufacturer and communication throughout the duration of Task 2.3.

Restroom Design Facility Meeting:

CONSULTANT will participate in one (01) virtual design meeting with the CLIENT and prefabricated restroom manufacturer to detail look, finishes, and materials of the restroom facility. Notes will be taken by the CONSULTANT to document items discussed during this meeting and will be distributed to the CLIENT and manufacturer.

- Facility Design Meeting – One (01) meeting

Restroom Rendering:

CONSULTANT will provide one (01) color 3D rendering of the proposed restroom facility depicting the finishes and the final location of the restroom in relation to its surroundings.

- One (01) - Minimum 11"x17" color rendering in PDF format for review and approval by the CLIENT

Construction Document Preparation:

CONSULTANT shall prepare 60%, 90%, and 100% construction documents for approval by the CLIENT and other necessary entities based on the restroom drawings provided by the restroom manufacturer. CONSULTANT shall prepare submissions for review and comment, and they will be submitted on the

dates established in the approved schedule. CONSULTANT will provide the following drawings and deliverables:

- A. Dimension Control Layout – CONSULTANT will design and provide location, horizontal and vertical geometric control which will include coordinate geometry and typical dimensions of the prefabricated restroom facility and the proposed walkway to provide access to this restroom
- B. Site Grading Plan– CONSULTANT will prepare a grading plan that includes the notes, details, and necessary finished floor elevations required to allow grading for pad site improvements to meet ADA grade compliance. Grading plan will also include design for the subgrade treatment under the restroom facility as determined by the geotechnical report.
- C. Site Utilities – CONSULTANT will prepare detailed design for water and wastewater services to the prefabricated restroom facility. Water and service lines will be from the nearest point of connection to existing utility locations within the park and will terminate 6' from the proposed restroom Line seizes will be as recommended by the restroom manufacturer.
- D. Electrical Plan – CONSULTANT will prepare electrical plans to bring electrical services to the prefabricated restroom facility. Development of panel schedule, circuit size, overcurrent protection, will accommodate the electrical service requirements provided by the restroom manufacturer of the new restroom facility.
- E. Structural Plans – CONSULTANT will prepare structural plans and details for the foundation beam for the prefabricated restroom facility based on the specifications, structural, and design requirements of the manufacturer and geotechnical recommendations.
- F. Demolition Plan – CONSULTANT will prepare a demolition plan for existing paving that will be removed or preserved t in conjunction with the layout and grading.
- G. Erosion Control Plan – CONSULTANT will prepare an erosion control plan in conjunction with the grading and drainage design. This task is for the preparation of design drawings and associated details only. CONSULTANT will utilize most current TCEQ requirements for the design of silt fence, erosion control logs, rock filter dams, and construction entrances as required.
- H. Grass Revegetation Plan – CONSULTANT will prepare the revegetation plan for all grass areas disturbed by construction.
- I. Specifications – CONSULTANT will provide specifications conforming to city standards. Specifications will be submitted at the 90% and 100% submittal milestones. The provided specifications will include the city standard specifications..

Deliverables:

60%, 90% ,and 100% Construction Document Plans shall include a 22"x34" set of construction documents. CONSULTANT shall provide an electronic PDF set of drawings and specifications for review and comment at each submittal.

TASK 2.4 – ACCESSIBLE RAMP MODIFICATIONS AT BASEBALL FIELDS

Construction Document Preparation:

CONSULTANT shall prepare 60%, 90%, and 100% construction documents for approval by the CLIENT and other necessary entities. CONSULTANT shall prepare submissions for review and comment, and they will be submitted on the dates established in the approved schedule. CONSULTANT will provide the following drawings and deliverables:

- A. Dimension Control Layout – CONSULTANT will design and provide horizontal geometric control which will include coordinate geometry and typical dimensions of the ramp modifications. Details for the modifications will be provided.
- B. Site Grading Plan– CONSULTANT will prepare a grading plan that includes spot elevations, notes, and details required to allow grading for ramp improvements.
- C. Demolition Plan – CONSULTANT will prepare the demolition plan for existing site features that will be removed or preserved in conjunction with the accessible ramp modifications
- D. Specifications – CONSULTANT will provide specifications conforming to city standards. Specifications will be submitted at the 90% and 100% submittal milestones. The provided specifications will include the city standard specifications

Deliverables:

60%, 90%, and 100% Construction Document Plans shall include a 22"x34" set of construction documents. CONSULTANT shall provide an electronic PDF set of drawings and specifications for review and comment at each submittal.

TASK 2.5 – ADA REVIEW

Accessibility Review:

CONSULTANT will submit drawings and specifications to the Texas Department of Licensing and Regulation (TDLR) for review of compliance accessibility standards. CONSULTANT will incorporate any comments received and adjust the plans as needed. This cost will be included as part of the base fee schedule.

Site Inspection fees payable to TDLR will be paid and delivered with transmittal of the plans to TDLR. Printing of plans and specifications and shipping will be reimbursable expenses as defined herein.

TASK 3 – CONSTRUCTION ADMINISTRATION

TASK 3.1 – BIDDING

Bidding Services

At the completion of the 100% Construction Documents/Bid Package, CONSULTANT shall process and assist the CLIENT in the selection of a qualified contractor to complete the PROJECT construction.

Bid Distribution

CONSULTANT will coordinate with the CLIENT and assist with distribution of construction documents and specifications to all prospective bidders.

Pre-Bid Conference

CLIENT shall be responsible for the scheduling and facilitating the pre-bid conference. CONSULTANT will attend one (01) pre-bid conference to assist the CLIENT with describing the project design and expectations to prospective bidders. Notes will be taken by the CONSULTANT to record items discussed and decisions made during the pre-bid conference.

- a. Pre-Bid Conference – One (01) meeting

Bid Process Coordination

CONSULTANT will assist the CLIENT during the bidding process by addressing technical questions and bidder inquiries. If revisions to the plans and/or specifications are required, CONSULTANT shall notify CLIENT prior to proceeding and discuss how to best prepare addenda for issuance and distribution to the bidders.

Bid Opening and Award Recommendation

If requested by the CLIENT, CONSULTANT will attend the bid opening. After the bid opening CONSULTANT will review the bid results, contact references, prepare a bid tabulation, and provide an award recommendation to the CLIENT.

Deliverables

Deliverables provided by the CONSULTANT shall include the following:

- i. Deliverables will be in line with City of Frisco's print requirements for letting.
- ii. Up to three (03) full size prints (22x34) and eight (08) half size sets (11x17) of the construction documents.
- iii. Up to three (03) prints of the project specifications.
- iv. Digital PDF copy of the Pre-Bid Conference notes.
- v. Digital PDF copy of Addenda's.
- vi. Digital PDF copy of the bid tabulation and award recommendation.

TASK 3.2 – CONSTRUCTION ADMINISTRATION

Project Management Coordination:

CONSULTANT will perform internal coordination and communication throughout the duration of Task 3.

Communications and Reporting:

CONSULTANT will provide monthly reports to the CLIENT that describe current progress, identify outstanding issues and/or items of future concern.

Pre-Construction Conference:

CLIENT shall be responsible for the scheduling and facilitating the pre-construction conference. CONSULTANT will participate in one (01) pre-construction conference and assist the CLIENT is outlining expectations, establish lines of communication, describe procedures, etc. Notes will be taken by the CONSULTANT to document items discussed during this conference and will be distributed to the CLIENT and CMAR.

- Pre-Construction Conference – One (01) meeting

RFI, Submittal, Shop Drawing, Pay Application Review:

CONSULTANT will review and provide responses to CMAR RFI's, Submittals, and Shop Drawings. Responses will be written and/or graphical, including, Exhibits, Details, Memorandums, Architect's Supplemental Information (ASI), Pay Application Review, etc.

Will be limited to ten (10) RFI's, Submittals, and Shop Drawing Reviews

Construction Coordination and Site Observation Meetings:

CONSULTANT will visit the PROJECT construction site once every month to observe the progress and quality of the Work completed by the CMAR. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the CMAR's work. Observations are to allow the

CONSULTANT, or its assigns, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Site visit reports will be prepared by the CONSULTANT to document existing conditions, installed items, construction progress, and items discussed during these site observation meetings. CONSULTANT will participate in no more than ten (10) site visits during construction.

- Construction Coordination and Site Observations – Five (05) meetings

CONSULTANT shall notify the CLIENT immediately of any emergency conditions or notable occurrences observed while conducting the site observation meetings. CONSULTANT shall not be responsible for any acts or omissions of the CMAR, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. CONSULTANT does not guarantee the performance of the CMAR and shall not be responsible for the CMAR's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

Preliminary Punch List (Pre-Final Walkthrough):

CONSULTANT will conduct one (01) pre-final walkthrough with the CLIENT and CMAR to check conformance of the work with the Contract Documents and to verify the accuracy and completeness of the work. The CONSULTANT will prepare one (01) preliminary punch list that summarizes discrepancies in the conformance of the work giving a description of the discrepancy, photo, and geographical description of the discrepancy location.

Final Punch List (Final Walkthrough):

Once discrepancies, identified in the preliminary punch list, are corrected, CONSULTANT will conduct one (01) final walkthrough with the CLIENT and CMAR to confirm discrepancies were corrected. If needed, the CONSULTANT will prepare one (01) final punch list that summarizes discrepancies in the conformance of the work giving a description of the discrepancy, photo, and geographical description of the discrepancy location. CONSULTANT shall notify CLIENT and request additional compensation if additional Punch Lists/walkthroughs are necessary for ongoing coordination and/or the completion of Task 4.

Record Drawings:

CONSULTANT shall not be responsible for the preparation of Record Drawings for the PROJECT and does not guarantee the accuracy of these documents. Based on final acceptance from the CLIENT, the CMAR shall be responsible for preparing and delivering a digital PDF copy of a final set of Record Drawings for the PROJECT, including all incorporated written and/or physical changes resulting from the Construction Administration effort. CONSULTANT will review the Record Drawings to confirm they are complete and accurately reflect changes that were made during construction.

Deliverables:

- Deliverables provided by the CONSULTANT shall include the following:
- All deliverables will conform to the City's requirements as stated under article 3.
- Digital PDF copy of the Pre-Construction Conference notes.
- Digital PDF copies of the shop drawing and submittal reviews.
- Digital PDF copies of the RFI responses.
- Digital PDF copy of the preliminary punch list.
- Digital PDF copy of the final punch list.
- Digital CAD files

BASIS OF COMPENSATION

OLD CELINA PARK ADDITIONS

A. Task 1 – PRE-PLANNING, SURVEY, GEOTECH, Lump Sum Fee Services (Basic):

The basis of compensation for Lump Sum Fee services shall be as follows:

Task 1.1 – Pre-Planning & Site Visit	\$12,900
Task 1.2 – Survey	\$9,100
Task 1.3 – Geotechnical Services	\$7,500
Task 1.4 – Subsurface Utility Exploration (SUE)	\$7,000

TASK 1 TOTAL (Tasks 1.1 – 1.4)	\$36,500
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B. Task 2 – PROJECT CONSTRUCTION DOCUMENTS, Lump Sum Fee Services (Basic):

The basis of compensation for Lump Sum Fee services shall be as follows:

Task 2.1 – Concrete Walking Trail South	\$19,200
Task 2.2 – Concrete Service Drive & Drive Approach	\$33,000
TxDOT PS&E Set for Driveway (\$15,500)	
Task 2.3 – Prefabricated Restroom Facility	\$53,000
Task 2.4 – Accessible Ramps at Baseball Fields	\$6,800
Task 2.5 – ADA Review	\$2,000

TASK 2 TOTAL (Tasks 2.1 – 2.5)	\$114,000
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C. Task 3 – CONSTRUCTION ADMINISTRATION, Cost Plus Fee Services (Special Services):

The basis of compensation for Cost Plus Fee services shall be as follows:

Task 3.1 – Bidding	\$4,500
Task 3.2 – Construction Administration	\$21,000

TASK 3 TOTAL (Tasks 3.1-3.2)	\$25,500
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Direct Costs (*Estimated Reimbursable Expenses)	\$3,000
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PROJECT TOTAL (Tasks 1-3 + Direct Costs)	\$179,000
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**Direct Costs (estimated reimbursable expenses) will include, but are not limited to, expenses for supplies, transportation, registration/inspection fees, equipment, travel, communication, printing of*

plans and specifications, presentation boards, graphic boards, TAS permitting and review fee and similar incidentals. All project related expenses will be billed at cost plus 10%.

D. Billing Schedule:

The compensation for tasks listed as **Basic Services** in the compensation schedule shall be Lump Sum, and the services for each Basic Service task shall be invoiced on a percent complete basis. Total fees will not be exceeded without prior approval. Compensation for **Special Services** shall be compensated at a cost plus, not to exceed. Direct costs, including printing and reproduction, postage, and courier/overnight service, will be considered reimbursable and will be billed at 1.1 times the direct cost incurred. The project will be billed to CLIENT on a monthly basis.

CONSULTANT reserves the right to request a contract modification(s) to increase the budget for Special (Hourly/unit) Services if the actual effort exceeds the budgeted amount.

ATTACHMENT B **EXCLUSIONS / AVAILABLE ADDITIONAL SERVICES**

The following services are not included in the scope or fees for this proposal; but can be provided by CONSULTANT, subject to negotiation:

1. Any additional work not specifically included in the Proposed Scope of Work will be accomplished as Additional Services.
2. Revisions to the plans requested by the CLIENT after the plans are approved, unless necessitated by errors on the plans.
3. Architectural design of the prefabricated restroom
4. New electrical service from the utility provider.
5. Provisions of multiple branch circuits to or from the restroom building.
6. Electrical connection to more than one point on the restroom building.
7. Site illumination.
8. Design of areas outside the limits of the defined project site.
9. Additional graphic products not specifically outlined in scope.
10. Additional meetings not identified in the project scope of services.
11. Public Meetings, Hearings, or Community Engagement and coordination with impacted stakeholders, adjacent property owners, and agencies are excluded.
12. Negotiations with adjacent property owners.
13. Preparation of Record Drawings.
14. Design of a sanitary sewer lift station.

ATTACHMENT C

PROJECT LOCATION/SCOPE EXHIBIT

Outlines the PROJECT limits, locations, and scope the CLIENT has requested as part of the scope and fee provided by the CONSULTANT.



ATTACHMENT D PROJECT SCHEDULE

CONSULTANT will work closely with the CLIENT on the project design schedule, which **Tasks 1-2** are anticipated to require approximately four (04) months to complete; but may be subject to delays, depending upon City review turnaround.



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Andy Glasgow, Director of Engineering
Date: September 12, 2023
Re: Owsby Parkway Testing Service, R58

Action Requested:

Consider and act to approve a work authorization for testing services for the construction of Owsby Parkway from Preston Road to Coit Road with EST, Inc., for an amount not to exceed \$168,259.00. (Berry)

Background Information:

In August 2023, Council authorized the construction of Owsby Parkway from Preston Road to Coit Road and County Road 83 from Quail Hollow to Owsby Parkway. The work authorization includes embankment, utility backfill, asphalt, concrete, and subgrade testing.

The City maintains an executed Master Agreement for Professional Services with this engineering firm for on-call services. Council authorized the agreement in 2022 for a period of five years.

Legal Review:

The contract was previously reviewed and approved.

Supporting Documents:

1. EST Work Authorization WA 8 - 2023

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:

Approve the work authorization as presented.

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 EST	MAPS Date:	10/10/2022
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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:	Ownsby Parkway - WA 8 - 2023		
Engineer Project #:		Work Authorization Date:	9/13/23
Engineer:	EST, Inc.		
Purchase Order#:		Project #:	R58
Engineer Representative		Owner Representative:	

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month (1-31)
Submission Date:	Submit invoice by the 10 th of each month.
Invoice Instructions:	Email to: accountspayable@celina-tx.gov & aglasgow@celnia-tx.gov
Electronic Submission is preferred.	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 X 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**

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Kelly Selman, P.E.

KELLY SELMAN, P.E.

8/17/23

Estimate of Material Testing

To: Catherine Oduro
City of Celina
coduro@Celina-tx.gov

Project: Ownsby Parkway
Location: Celina, TX
County: Collin

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Embankments, Utilities & Subgrade Testing & Inspection					
1	Moisture/Density Proctor	12	Each	\$ 220.00	\$ 2,640.00
2	Flexbase Proctor	1	Each	\$ 330.00	\$ 330.00
3	Atterberg Limits	12	Each	\$ 72.00	\$ 864.00
4	Lime Series	4	Each	\$ 330.00	\$ 1,320.00
5	Determining Sulfate Content in Soils	12	Each	\$ 66.00	\$ 792.00
6	Lime Gradation	53	Each	\$ 17.00	\$ 901.00
7	Lime Depth Check	53	Each	\$ 17.00	\$ 901.00
8	Sampling Fee	10	Hourly	\$ 65.00	\$ 650.00
9	Densities on Embankments/Utilities	578	Hourly	\$ 65.00	\$ 37,596.00
10	Proof Roll Inspection/Observation	36	Hourly	\$ 65.00	\$ 2,340.00
Hydraulic Cement Concrete					
11	Making & Curing Concrete (Set of 4)	171	Each	\$ 75.00	\$ 12,825.00
12	Compressive Strength Curing and Disposal (EA)	684	Each	\$ 25.00	\$ 17,100.00
13	Rebar Inspection	75	Hourly	\$ 65.00	\$ 4,875.00
14	CPU Tech Time	75	Hourly	\$ 65.00	\$ 4,875.00
15	ACI Certified Technician	290	Hourly	\$ 65.00	\$ 18,850.00
Asphalt					
16	Asphalt Concrete Pavement production testing including Specific Gravity, A.C. %, Gradation, & Marshall Stability	5	Per Sample	\$ 380.00	\$ 1,900.00
17	Roadway Density, Percent Air Voids	5	Set	\$ 55.00	\$ 275.00
18	Asphalt Concrete Pavement Core Extraction	10	Hourly	\$ 65.00	\$ 650.00
19	Cutting Core Sample up to 8" Depth per core (Equipment Only)	10	Each	\$ 55.00	\$ 550.00
20	Roadway Compaction Densities	10	Hourly	\$ 65.00	\$ 650.00
21	Estimated Tech Time	10	Hourly	\$ 65.00	\$ 650.00
Additional Fees					
22	Trip Charges	303	Each	\$ 85.00	\$ 25,755.00
23	Reporting	995	Each	\$ 20.00	\$ 19,900.00
24	Project Manager	18	Hourly	\$ 175.00	\$ 3,150.00
25	Lab Manager	36	Hourly	\$ 140.00	\$ 5,040.00
26	Administration	36	Hourly	\$ 80.00	\$ 2,880.00
TOTAL =					\$ 168,259.00

*Density charge rate is \$65.00 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:

EST has a standard standby time charge rate of \$65.00 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 EST 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.
Texas Regional Manager
Kellys@estinc.com

8/14/2023
Date

Accepted by:

Signature

Print

Date



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Andy Glasgow, Director of Engineering
Date: September 12, 2023
Re: Intersection Improvements (DNT at Light Farm and Punk Carter) R55

Action Requested:

Consider and act to approve a work authorization for design services for intersection improvements to the Dallas North Tollway at the intersections of Punk Carter Parkway and Light Farms Way to Halff Associates, Inc., in an amount not to exceed \$261,000.00. (Berry)

Background Information:

Service includes design improvements to the Dallas North Tollway (DNT) at the intersections of Punk Carter Parkway and Light Farms Way. Improvements include roadway paving, drainage, grading, landscape, hardscape, irrigation, and traffic items.

The City maintains an executed Master Agreement for Professional Services (MAPS) with the engineering firm for on-call services. Council authorized the MAPS associated with this work authorization in 2022 for a period of five years.

Legal Review:

The contract was previously reviewed and approved.

Supporting Documents:

1. Work Authorization to MSA - Intersection Improvements
2. Exhibits

Financial Consideration:

Funding is available through road capital recovery fees, roadway impact fees, and bond funds. Expenditures will not exceed funds appropriated, and funds will be committed at the issuance of a purchase order.

Staff Recommendation:

Approve the work authorization as presented.

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 Halff	MAPS Date:	10/10/2022
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In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **Halff Associates, 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:	Intersection Improvements for Light Farms Way and Punk Carter Parkway at Dallas Parkway		
Engineer Project #	53215.002	Work Authorization Date:	9/13/2023
Engineer:	Halff Associates, Inc.		
Purchase Order#:		Project #:	R55
Engineer Representative		Owner Representative:	Linda Majeed

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month (1-31)
Submission Date:	Submit invoice by the 10 th 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 X 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

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

EXHIBIT "A"
SCOPE OF SERVICES

TO BE PROVIDED BY HALFF ASSOCIATES, INC.
TO
CITY OF CELINA
FOR
INTERSECTION IMPROVEMENTS – LIGHT FARMS WAY and PUNK CARTER
PARKWAY at DALLAS PARKWAY

A. PROJECT DESCRIPTION

Whereas the CITY proposes to reconstruct portions of Light Farms Way and Punk Carter Parkway to add additional lanes and realign pavements where necessary to be compatible with the North Texas Tollway Authority's (NTTA) construction of widened cross street pavement between the existing Dallas Parkway frontage roads, this scope of services consists of professional design services for said Light Farms Way and Punk Carter Parkway modifications. Anticipated improvements include **roadway paving, drainage, grading, landscape, hardscape, irrigation, and traffic related items**. Services by the CONSULTANT shall include all aspects of the work set forth in the following scope of services.

The general parameters for design of the improvements shall include the following:

1. Construct new dedicated right turn lane at the following locations.
 - Light Farms WB to NB at northbound Dallas Parkway.
 - Punk Carter EB to SB at southbound Dallas Parkway.
2. Construct new left turn lanes at the following locations.
 - Light Farms WB to SB queue (dual turn lanes) approaching northbound Dallas Parkway.
 - Punk Carter WB to SB queue (dual turn lanes) approaching northbound Dallas Parkway.
3. Realign and reconstruct EB Light Farms Way with a connection to existing pavement approximately 330' east of northbound Dallas Parkway.
4. Prepare hardscape designs to remove and/or extend an existing arc shaped stone wall impacted by new pavement construction for Light Farms Way including architectural lighting.
5. Prepare landscape and irrigation designs to replace items impacted by proposed construction for Light Farms Way.
6. Reconstruct Light Farms Way pavement at northbound Dallas Parkway to create an ADA compliant cross slope for the proposed crosswalk.
7. Coordinate signing, striping and traffic signal improvements with the CITY's signal design engineer. Incorporate traffic signal plans prepared by the CITY's traffic signal designer into the construction documents for a single construction contract award.

The CONSULTANT shall perform the necessary engineering and related technical services for the Design and Construction Phase Services, including necessary Additional Services for development of this Project according to the following sections of this Contract. CONSULTANT shall use the subcontractors listed in Exhibit "D" which is attached hereto and incorporated herein by reference and made a part hereof as if repeated verbatim. It is assumed that all pavement section design/construction shall be an extension of that used to construct the existing cross street pavement. No storm drain system design and/or drainage calculations are required.

B. TASK DESCRIPTIONS – SCOPE OF SERVICES

I. General Requirements

- A. General Knowledge and Design Requirements** – The CONSULTANT shall have a working knowledge of all applicable design requirements, codes, master plans, and regulations which govern the scope of work and services included herein. Specific design requirements shall be obtained from the City of Celina Engineering Standards Manual. The CONSULTANT will establish and summarize all project design criteria, including any proposed variances, and submit to CITY for review prior to beginning design work. All design work will be prepared in CAD, with electronic files in DGN/DWG format submitted to the CITY upon final record drawings. The CITY may request CAD files at any time through the duration of the contract. **The CONSULTANT shall be responsible for ensuring that design services provided meet all local, state, and federal requirements.**
- B. General Plan Requirements** – Scale of construction plans is to be: 1"=40' Horizontal; 1"=10' Vertical on 11" x 17" page size or as approved by the CITY. Accurate and clear plans shall be provided for the purpose of accurate bids, efficient construction, and good permanent records. The consistent use of uniform drafting guidelines will increase the efficiency in which the plans are reviewed by the contractors prior to bidding and improve their understanding of the contract's intent. It is highly recommended that designers and technicians use uniform drafting styles. The intent is to produce consistent, accurate, and legible sets of plans. Do not clutter the plans with unnecessary information.
- C. Accessible Routes** – All designated pedestrian routes within public right-of-way, including sidewalks and barrier free ramps, shall comply with current CITY, state, and federal requirements. Any existing pedestrian routes within the limits of the project which do not meet current requirements shall be improved as part of this scope of work, unless directed otherwise by the CITY.
- D. Third-Party Coordination** – Coordinate with other governmental agencies, franchise utilities, adjacent developments, and individual property owners as

necessary, TDLR (Texas Department of Licensing and Regulation), Collin County MUD#1, NTTA and any other appropriate entities.

- E. Progress Updates – The CONSULTANT shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the CITY.
- F. Administrative and Coordination Tasks – The CONSULTANT shall perform all necessary coordination and administrative tasks including, but not limited to, required coordination with subcontractors listed in Exhibit “D”, preparing and submitting monthly invoices to the CITY, preparing and updating the overall project schedule, attending required meetings, and other miscellaneous administrative and/or coordination tasks required by the CITY unless specifically listed under “Exclusions” in the Scope of Services herein.

II. Preliminary Engineering

- A. Data Collection – Obtain and research all existing city utility plans, street plans, drainage plans, plats, right-of-way maps, existing easement information, contour maps, and other features within and pertaining to the Project area. Research planned and future developments along the Project to determine how the improvements may impact any future development. The CONSULTANT will also coordinate with franchise utilities in the area and obtain any available record information. Existing Project conditions shall also be documented using digital photography and/or video. Perform site visit(s) to obtain necessary information/confirm information obtained from other sources.
- B. Schematic Design – Prepare exhibit showing the proposed project alignment, pavement dimensions, lane designations, drainage crossings, existing utilities, proposed right of way and easements for CITY review and approval.
- C. Preliminary Engineering Design – Utilizing the proposed alignment from the concept design task (Section II.B) and information obtained from the data collection (Section II.A) and the field survey (Section VI.A), the CONSULTANT will prepare preliminary engineering plans with the first milestone submittal at sixty percent (60%) design completion. The preliminary engineering design phase will include the following:
 - i. 60% Design Submittal Minimum Requirements
 - General Plans – Prepare and update general plan sheets necessary including cover, general notes, sheet index, control sheet, project layout, and typical sections.

- Removal Plans – Prepare plan sheets depicting any and all removals of existing public and private infrastructure specifying any necessary replacements and/or relocations. Include all existing utility mapping obtained in SUE effort (Section V. D) and label appurtenances to remain, adjust and/or protect.
- Plan & Profile Drawings – Establish and/or refine horizontal and vertical alignments along proposed paving limits and drainage/storm lines. Provide separate alignment geometry data sheets. Determine any conflicts with private property including fences, mailboxes, driveways, sidewalks, landscaping, etc., and provide preliminary replacement or alternate design options if required. Present any potential alternatives, which may provide cost savings to the CITY.
- Landscape & Irrigation Layout - Prepare landscape plans showing all plantings and arrangement of plant materials. The quantity, species, size, and spacing of all materials will be specified in a material schedule. The landscape design is intended to replace in-kind the impacted plantings on site. Hardscape items will be shown with geometry and dimensioning to project centerline. The development of details for the proper installation of tree placement, planting material, plant quantity, details and other items will be shown on the plan. Irrigation plans will identify point(s) of connection, identify areas to be irrigated with either drip or spray irrigation as hatches, note that all trees are to be irrigated with bubblers. No additional controller is anticipated as the proposed work shall be a reconfiguration and replacement of existing irrigation systems impacted by the project paving work.
- Construction Details – Provide City standard detail sheets applicable to the construction of the Project. Special details that are not included as a standard by the CITY shall be included in the plans.
- Cross Sections – Develop cross sections for roadways including existing & proposed ROW lines, drainage & slope easement lines, cross slopes, elevations, profile grade line, stations, ditch lines, retaining walls, etc. properly labeled. Submit roadway cross section sheets at 50' maximum intervals and at critical locations (driveways, culverts, non-typical roadside features, etc.)
- Land Acquisition – Refine and depict proposed right-of-way and easement needs. Provide final documents for right-of-way and/or easement acquisition after resolution of 60% submittal comments.

- Traffic Control – Prepare preliminary advance warning sign layout, work zone delineation devices, construction sequencing and/or detour plan for City review.
 - Opinion of Probable Construction Cost – Prepare an updated estimated construction quantities and engineer's opinion of probable construction costs (OPCC) tabulated in Microsoft Excel format. The CITY may request additional justification for significant cost differences from previously provided OPCC's.
 - Deliverables – Plan Set is anticipated to include the following drawings and specifications:
 - ☐ Cover Sheet
 - ☐ Sheet Index
 - ☐ Project Layout and Control Sheet
 - ☐ Typical Sections
 - ☐ Traffic Control & Detour Concepts
 - ☐ Removal Plan
 - ☐ Paving Plan and Profile Sheets
 - ☐ Traffic Signal Layouts (by others)
 - ☐ Landscape/Hardscape Layout
 - ☐ Misc Details
 - ☐ Opinion of Probable Construction Cost
- D. Preliminary Engineering Submittals – Plan submittal will occur at sixty percent (60%) completion stage. CONSULTANT will provide a copy of all plans and documents (PDF), opinion of probable construction costs (Excel), and all necessary supplemental calculations and supporting documents.
- E. Review Comments – CITY will consolidate their submittal review comments for each milestone deliverable and provide them to CONSULTANT. The CONSULTANT will incorporate the City's comments into the subsequent milestone submittal and provide a tabulated list of responses and/or resolutions to each comment provided. A written response and CITY acknowledgement is required for any written response of disagreement.

III. Final Engineering

- A. Final Engineering Design – Incorporating comments from the CITY, franchise utilities, and other interested parties, prepare final engineering plans and specifications with submittals at ninety percent (90%) and one-hundred percent (100%) completion. The final engineering design phase will include the following:
- i. *Design Submittal Minimum Requirements (90% and 100%)*

- Previous Drawings – Revise and complete previously prepared drawings.
- Traffic Control – Refine traffic control design and prepare final construction sequencing, traffic control and access plans.
- Hardscape and Irrigation Details – Prepare details for hardscape element, surface finishes and stone application. Irrigation plans will layout additional and/or relocated zone valves, drip zones for shrub and groundcover areas, spray heads for turf areas, and bubbler placement for trees where appropriate.
- Signing & Pavement Marking – Prepare permanent signing and pavement marking plan in accordance with City requirements and the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Erosion Control Plans – Prepare erosion control plans (including post-construction erosion controls such as sod) to comply with CITY and any federal, state, or local requirements. This includes site specific data for a separate, Post Construction Water Quality Protection Plan that may be prepared and managed by the CONTRACTOR as required by CITY.
- Opinion of Probable Construction Cost – Prepare an updated estimated construction quantities and engineer's opinion of probable construction costs (OPCC) tabulated in Microsoft Excel format. The CITY may request additional justification for significant cost differences from previously provided OPCC's.
- Deliverables – Plan Set is anticipated to include the following drawings and specifications:
 - ☐ Cover Sheet
 - ☐ Sheet Index
 - ☐ Project Layout and Control Sheet
 - ☐ Typical Sections
 - ☐ Removal Plan
 - ☐ Traffic Control Plan
 - ☐ Paving Plan and Profile Sheets
 - ☐ Roadway Grading Sheets
 - ☐ Miscellaneous Sidewalk and Paving Details
 - ☐ Landscape and Hardscape Layout
 - ☐ Irrigation Layout
 - ☐ Landscape, Hardscape and Irrigation Details
 - ☐ Signing & Pavement Marking Plans
 - ☐ Traffic Signal Layouts and Details (by others)
 - ☐ Erosion Control Plan
 - ☐ Standard and Special Details

- ☐ Cross Section Sheets
- ☐ Opinion of Probable Construction Cost

- B. Project Manual** – Assist City with preparation of project manual documents for the City's use in electronic bid documents that will be prepared and issued by CITY using web-based site managed by CITY. CONSULTANT'S documents to prepare shall be generally limited to bid schedule, special conditions, and technical specifications. Submit preliminary documents after the 90% plan review and prior to final documents for 100% plan review.
- C. Final Engineering Submittals** – Plan submittals will occur at ninety percent (90%) and one hundred percent (100%) completion stages. CONSULTANT will provide a CD/DVD/USB containing electronic files of all plans and documents (PDF), opinion of probable construction costs (Excel), and all necessary supplemental calculations and supporting documents.
- D. Review Comments** – CITY will consolidate their submittal review comments for each milestone deliverable and provide them to CONSULTANT. The CONSULTANT will incorporate the City's comments into the subsequent milestone submittal and provide a tabulated list of responses and/or resolutions to each comment provided. A written response and City acknowledgement is required for any written response of disagreement.

IV. Bid Phase Services

- A. Bid Documents** – Provide final construction plans and technical documents for project manual to CITY in electronic format for inclusion on CITY procurement system as required. Provide bid schedule in Microsoft Excel format for use by contractors as prescribed by the CITY.
- B. Advertisement for Bid** – Provide all necessary project design information to the CITY as required to assist CITY in the drafting and placing of an advertisement for the Invitation to Bid.
- C. Pre-Bid Meeting** – Prepare a pre-bid agenda. Attend pre-bid conference if required by the CITY.
- D. Bid Document Interpretations** – Address questions from the proposed bidders during the bidding process and issue addenda as necessary, in coordination with the CITY.
- E. Bid Opening** – Attend the bid opening and assist the CITY during bid opening, making preliminary tabulation of bids, and review questionnaires and bids for completeness.

- F. Qualifications Review – Review and evaluate the qualifications of the apparent successful bidder and the proposed major specialty subcontractors. The review and evaluation will include such factors as work previously completed, responses from submitted references, bidder equipment availability, publicly available financial resources, and technical experience.
 - G. Bid Tabulation – Prepare and distribute formal bid tabulation sheets noting any discrepancies between original bids submitted.
 - H. Bid Recommendation – Prepare a formal written recommendation to the CITY for project award.
- V. **Special Services** – All Special Services shown under this section shall be reimbursed on a cost-plus basis based on actual work performed with a not-to-exceed amount as outlined in the Work Authorization. CONSULTANT shall provide all justification for expenditures under this section with each monthly invoice.
- A. **Construction Administration** – Although day to day operation and oversight of the construction phase will be managed by the CITY, the CONSULTANT will assist the CITY during the construction phase of the project as follows:
 - 1. Conformed Construction Plans – Incorporate all addenda items into a conformed construction plan and specification set. Furnish twelve (12) full size (22" X 34") sets, two (2) half size (11" X 17") sets of the final plans for construction for use by the CITY and the contractor, along with a CD/DVD/USB containing PDFs of all plans.
 - 2. Pre-Construction Conference – Meet with the CITY, the contractor, and other interested parties to discuss the construction of the Project, including Project requirements, communication procedures, Project scheduling, personnel, laboratory testing requirements, field inspection, construction staking, pay requests, and other pertinent matters that may impact the Project.
 - 3. Construction Observation – Provide on-site construction observation services during the construction phase along with attending construction meetings as deemed necessary by the CITY. It is not the intent of these visits to be performed at every aspect of the contractor's work. A maximum of two (2) site visits are assumed for budget purposes which does not include substantial or final walk through on-site meetings. Consultant may be required, as-needed, to attend construction progress meetings as determined necessary by CITY. A maximum of two (2) progress meetings are assumed for budget purposes. Construction observations are to be limited to spot checking, selective measurements, and similar methods of general observation of the work based on exercise of professional judgment

and familiarization of the design intent. Based on the information obtained during such visits and such observations, CONSULTANT will keep the CITY informed on the general progress of the work.

4. Shop Drawings, Samples, and Materials – Review and approve or take other appropriate action in respect to shop drawings required for the Project to ensure they are in conformance with plans, specifications, and City requirements. Each shop drawing shall be limited to two (2) resubmittal reviews. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by the contractor in accordance with the contract documents, but subject to the provisions of applicable standards of state or local government entities.
5. Clarifications and Interpretations – When requested, review laboratory testing reports, requests for information (RFI), field change requests, and change orders and provide comments and/or responses to CITY. Provide written responses to RFI’s or clarification to CITY or contractor. If requested by the CITY, render written decision on all claims of CITY and contractor relating to the acceptability of contractor’s work or the interpretation of the requirements of the contract documents pertaining to the progress of the contractor’s work.
6. Change Orders – Recommend Change Orders to CITY or review and make recommendations related to Change Orders provided at the request of the contractor.
7. Record Drawings – Prepare record drawings in digital format utilizing CITY and contractor as-built information showing changes made during construction. Provide a CD/DVD/USB containing a PDF of the record plan set, TIFF images of each individual plan sheet, and a project base map in CAD format.
8. CONSULTANT shall perform its services in accordance with such Project schedule as is specified in the Contract, but in any event as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project in the case of delays caused by the CITY’s review of documents submitted under this Contract.

B. Surveying for Engineering Design – CONSULTANT shall coordinate and furnish field surveying operations necessary for the complete design of the Project as outlined in this Exhibit A, Scope of Services. Surveying shall include the following:

1. Right of Entry – Prior to initiating field surveying operations on private property, the CONSULTANT shall assist the CITY in sending letters to all adjacent property owners notifying them of the intent to survey on private property. The CONSULTANT shall provide the CITY with the

name, address, and contact information of the property owners, as well as the property addresses of the affected property. Written permission to survey on private property shall be obtained from the property owner(s) before surveying is commenced. The letter of permission shall include permission for the CONSULTANT to set iron pins and control monuments for future right-of-way and/or easements to be acquired at a later date by the CITY if necessary.

2. Field Survey – The CONSULTANT shall direct the work of the field survey crew(s) to perform the following:

- a. Establish horizontal and vertical control using CITY criteria.
- b. Tie right-of-way lines and corners, property lines and corners, fence lines, and other visible surface features within the proposed project construction limits.
- c. Topographic Information including cross sections of the existing ground features as needed for design. Collect spot elevations as required to facilitate the generation of one-foot (1') contours.
- d. Horizontal and vertical location of all existing facilities within the Project limits including, but not limited to, existing paving (including type), driveways, curbs, sidewalks, buildings (including edge of foundation), mailboxes, landscaping, bridges, culverts, retaining walls, etc. Tie existing visible franchise utilities (including underground utilities if exposed) and appurtenances, and public utilities such as water valves, fire hydrants, manholes, etc.
- e. Locate the approximate position of underground utilities or structures that may be within the limits of the Project. Such utilities include, but are not limited to, wastewater (including flowline survey at manholes), water, gas, electric, storm sewer, telephone, and television cable. Consultant will initiate OneCall/Texas 811 or contact individual utility companies to mark existing underground utilities in the field and shall show such utilities on the base map either based upon field locations or available construction as-builts.

C. Franchise Utility Coordination – The CONSULTANT shall provide the following:

1. General Coordination – Design coordination with franchise utilities and their representatives regarding proposed project improvements. Attend regular meetings with the CITY and franchise utilities to provide status updates on design progress, schedule, and relocation needs. Submit

milestone design plans to the CITY franchise utility coordinator for distribution to franchise utilities. Assist the CITY with coordination efforts to ensure franchise utilities are designed to clear proposed improvements and in a timely manner.

2. Site Visits – Perform site visits with the CITY and/or impacted franchise utility representatives.

D. Subsurface Utility Engineering (SUE) Services – The CONSULTANT shall provide SUE Services for the purpose of determining horizontal and vertical locations of underground city and franchise utilities, in conjunction with and/or prior to the field survey. The CITY shall assist with provisions for access to perform the services specified in this item. The CONSULTANT shall provide the City with the name and address of the property owners.

1. Level ‘B’ Services

- a. Horizontal location of utilities will be determined.
- b. Up to 2,500 linear feet of designation.

2. Level ‘A’ Services

- a. Horizontal and vertical location of utilities will be determined.
- b. Test holes in addition to the Level ‘B’ Services listed above will be provided at the rate per test hole to the depth specified.

Depth	Rate per Hole
0.0 feet to 5 feet	\$1,250.00
Over 5.01 feet to 10 feet	\$1,450.00
Over 10.01 feet to 15 feet	\$1,725.00
Over 15.01 feet to 20 feet	\$2,000.00
Over 20 feet	\$2,550.00

E. Right-of-Way & Easement Documents – Upon approval of the Preliminary Design Plans, the CONSULTANT shall survey, render field notes, and prepare right-of-way (ROW) and easement maps and individual parcel exhibits for any additional ROW and/or easements, including temporary construction easements and/or easement abandonments needed for the Project. Perform necessary surveying operations for the identification and delineation of up to three (3) total right-of-way and easement parcels. Right-of-Way & Easement Documents shall include the following:

1. Right of Way Maps – Provide Right-of-Way Map showing properties with ownership and include existing and proposed right-of-way and easements.

2. Parcel Exhibits – Individual parcel exhibits shall be in both hard copy (8 ½" x 11") and PDF format, shall be sealed, signed and dated by a Registered Professional Land Surveyor and shall contain the following:
 - a. Parcel Identification Number
 - b. Area Required
 - c. Area Remaining
 - d. Legal Description
 - e. Current Ownership
 - f. Any existing platted easement or easements filed by separate instrument including easements provided by utility companies.
 - g. Metes and bounds description of parcel to be acquired for the Project. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately. Submit three (3) copies of right-of-way documents to the CITY after the sixty percent (60%) plan submittal review and resolution of comments.
3. ROW Corners – Establish proposed easement and right-of-way corners on the ground (one-time).
4. ROW Staking – Provide Right-of-Way staking at 100 ft stations and property corners for franchise utility relocation purposes (one time per location as needed).

VI. Exclusions

The scope of services identified herein specifically excludes the following items, however, these items can be provided if necessary with a revision to scope of work and fees as agreed between CITY and CONSULTANT in writing:

- A.** Preparation and coordination of a Section 404 permit application and natural/cultural resource evaluations.
- B.** Geotechnical investigations and recommendations.
- C.** Existing pavement assessment and/or evaluation;
- D.** Tree surveys;
- E.** Design for new and/or adjustment of municipal water and sewer lines.
- F.** Final Plat;
- G.** Environmental assessment or remediation;

- H.** Fees for permits and bid advertising;
- I.** Traffic impact analysis, warrant studies and traffic signal design;
- J.** Clarification and/or modification, for any purpose, of traffic signal designs prepared by CITY's signal designer.
- K.** Construction inspection and material testing services during construction;
- L.** Designs for Trench Safety;
- M.** Alternate additions not included in the original scope;
- N.** Improvements outside the Project limits.

Light Farms Way and Punk Carter Parkway at Dallas Parkway

City of Celina	Labor Category	Project Mgr.	Principal	Sr. Civil Eng.	Civil Eng.	Civil EIT	Civil CADD	Sr. Struct. Eng.	Elec. or Struct. Eng.	Struct. CADD / GIS	Sr. Env. Scientist/ Landscape Architect	Env. Scientist/ Landscape Architect	Survey RPLS	Survey SIT	Survey Crew	Clerical	SUE Crew	SUE Coordinator	hrs /sheet									
DNT Intersections at Light Farms Way & Punk Carter Parkway	Team Member	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All		All	All	Print	Plot	Deliv./Misc.	All	All	Remarks
Fee Proposal - August 2023	Hourly Billing Rate	\$268.00	\$291.00	\$256.00	\$198.00	\$140.00	\$112.00	\$260.00	\$196.00	\$128.00	\$234.00	\$147.00	\$215.00	\$130.00	\$200.00	\$92.00	\$190.00	\$163.00		Total Manhour	Total Labor \$	\$0.50	\$5.00	Sub-Consult	Total Expense \$	Total \$		
Task Description	Scope Reference	Plan Sheets																										
I. PROJECT MANAGEMENT / COORDINATION																												
design specific coordination meeting	B. I.	-	3		1		1				2						2				9	\$1,766	20	5	\$50	\$85	\$1,851	
general project coordination and correspondence	B. I.	-	12		6	4	2				4	8				6		2		44	\$8,178	20	5	\$25	\$60	\$8,238		
CCMUD#1 & NTTA coordination and exhibits	B. I.	-	6		4	12	8				8	4	1	4	2	2			2	51	\$8,755	20	5	\$50	\$85	\$8,840		
prepare schedule and monthly progress report	B. I.	-	8		4											2				14	\$3,120	10			\$5	\$3,125		
II. PRELIMINARY ENGINEERING																												
collection, review and distribution of existing plans	B. II. A.	-	2		4	2	1				2	8		1		2		1		23	\$3,841	50		\$50	\$75	\$3,916		
plan review & coordination with adj. design projects			2		8	4	2									2				18	\$3,088	50			\$25	\$3,113		
Schematic Design (30%)	B. II. B.																											
existing utility mapping					2	4	8											4		18	\$2,504	20			\$10	\$2,514		
roadway plan and profile (exhibit)			4		24	40	16													84	\$13,216	50			\$25	\$13,241		
preliminary grading for slope/wall limits determination			2		16	24														42	\$7,064	20			\$10	\$7,074		
cost estimate			2		6	2	2				2	4				2				20	\$3,468	10			\$5	\$3,473		
coordination with Lee Engineering for Signal design			2		2	4	8													16	\$2,388	10			\$5	\$2,393		
Preliminary Engineering Design (60%)	B. II. C.	-																										
1. title-index		2	1		2	4	8												7.5	15	\$2,120	20	2		\$20	\$2,140		
2. project layout - geometric data		2	2		4	12	8							2					14.0	28	\$4,164	20	2		\$20	\$4,184		
3. typical sections		2	2		6	16	24												24.0	48	\$6,652	20	2		\$20	\$6,672		
4. traffic control layout		2	1		4	8	16												14.5	29	\$3,972	20	2		\$20	\$3,992		
5. removal plan		2	1		4	12	16												16.5	33	\$4,532	20	2		\$20	\$4,552		
6. paving plan and profile		3	2		8	24	16												16.7	50	\$7,272	30	3		\$30	\$7,302		
7. planting/hardscape layout & details - (LFW only)		2	2		2		24				6	24							29.0	58	\$8,552	20	2		\$20	\$8,572		
8. irrigation layout - (LFW only)		1	1				12				4	12							29.0	29	\$4,312	10	1		\$10	\$4,322		
9. misc. roadway details		2	2		4	8	12												13.0	26	\$3,792	20	2		\$20	\$3,812		
qty and construction cost estimate	B. II. C.		1		1	4	8													14	\$2,436	20			\$10	\$2,446		
60% submittal - QA/QC	B. II. D.		4		4	4										4				16	\$3,256	200		\$25	\$125	\$3,381		
comment response/resolution	B. II. E.		4		2	8	4									2				20	\$3,912	50			\$25	\$3,937		
III. FINAL ENGINEERING																												
Final Engineering Design (90% and 100%)	B. III. A.	-																										
1. title-index-general notes		4	2		2	4	2												2.5	10	\$1,716	40	4		\$40	\$1,756		
2. quantity summary sheets		2	2		12	18	8												20.0	40	\$6,328	20	2		\$20	\$6,348		
3. project layout - geometric data		2	2		2	4	2							1					5.5	11	\$1,846	20	2		\$20	\$1,866		
4. typical sections		2	1		2	8	4												7.5	15	\$2,232	20	2		\$20	\$2,252		
5. traffic control layout		2	1		4	8	12												12.5	25	\$3,524	20	2		\$20	\$3,544		
6. removal plan		2	2		2	4	8												8.0	16	\$2,388	20	2		\$20	\$2,408		
7. paving plan and profile		4	4		4	8	12												7.0	28	\$4,328	40	4		\$40	\$4,368		
8. roadway grading plan		2	2		4	8	16												15.0	30	\$4,240	20	2		\$20	\$4,260		
9. misc roadway details		2			2	8	8												9.0	18	\$2,412	20	2		\$20	\$2,432		
10. planting/hardscape plan - (LFW only)		2	1		2	4	16				4	12							19.5	39	\$5,716	20	2		\$20	\$5,736		
11. irrigation plan - (LFW only)		1					16				8	24							48.0	48	\$7,192	10	1		\$10	\$7,202		
12. planting, hardscape, irrigation details		6	2		4		24		4	8	4	32							13.0	78	\$11,464	60	6		\$60	\$11,524		
13. signing and pavement marking layout		2	2		4	16	12												17.0	34	\$4,912	20	2		\$20	\$4,932		
14. erosion control plan		1			2	4	8												14.0	14	\$1,852	10	1		\$10	\$1,862		
15. standard civil details and drawings		10	1		4	8	2												1.5	15	\$2,404	100			\$50	\$2,454		
16. cross sections and earthwork summary		6	2		16	8	4												5.0	30	\$5,272	100	6		\$80	\$5,352		
qty and construction cost estimate	B. III. A.		1		2	4	8													15	\$2,692	20			\$10	\$2,702		
bid item list - technical specifications	B. III. B.		2		4	16	8									8				38	\$6,584	50			\$25	\$6,609		
90% and 100% submittals - QA/QC	B. III. C.		12		8		8									8				36	\$7,584	400		\$50	\$250	\$7,834		
comment response/resolution	B. III. D.		6		4	12	8									2				32	\$6,312					\$6,312		
IV. BID PHASE SERVICES																												
advertisement coordination and pre-bid meeting	B. IV. A-C.		2		1	2	4									8				17	\$2,484			\$25	\$25	\$2,509		
bid RFI and addenda	B. IV. D.		4		2	8	4	8								2				28	\$4,808	20			\$10	\$4,818		
bid opening, review, tabulation, recommendation	B. IV. E.-H.		1		2	4	4									1				12	\$2,224	20		\$25	\$35	\$2,259		
V. SPECIAL SERVICES																												
Construction Administration	B. V. A.																											
1. conformed documents for construction		2			2	4	6									2				16	\$2,348	200		\$100	\$200	\$2,548		
2. preconstruction conference		2			2															4	\$932	20			\$10	\$942		
3. construction coord (2 site visit, 2 meetings)		4			4															9	\$2,120	10		\$50	\$55	\$2,175		
4. submittal, RFI and CO review		2			2	8	12	2			4	8				6				44	\$7,200	50			\$25	\$7,225		
5. record drawings		1			1	2	4	8			2	4								22	\$3,432	50		\$25	\$50	\$3,482		
Survey for Design	B. V. B.																											
1. right of entry documents/coordination		2			4									1		8				15	\$2,194	20		\$50	\$60	\$2,254		
2. establish H-V control					2								1	2	2					7	\$1,271	10			\$5	\$1,276		
3. topography and surface features mapping		2			2	4	8						1	4	10					31	\$5,123	20			\$10	\$5,133		
Franchise Utility Coordination	B. V. C.		2		6	18	12											4		42	\$6,240	20			\$10	\$6,250		
SUE	B. V. D.																											
1. level B locate - designate and marking					2	4	2							1		2	8	4		23	\$3,666	50		\$50	\$75	\$3,741		
2. level A locate - vacuum excavation	NIC																											
Survey for ROW/Easement Documents	B. V. E.																											
1. recover corners and resolve property boundary							2						2	4	8	2				18	\$2,958	20	5	\$50	\$85	\$3,043		
2. prepare metes & bounds / parcel maps		1			2	4	16						1	8		4				36	\$4,639	20			\$10	\$4,649		
3. set monuments for ROW & easements					2		1						1	2	4					10	\$1,783	20		\$41	\$51	\$1,834		
4. stake/flag ROW at 100' intervals					2	4	1							2	4					13	\$2,128	10		\$41	\$46	\$2,174		
Geotechnical Engineering	NIC																											
1. field work/lab work and report coordination																												
Environmental Permitting - NIC	NIC																											
1. jurisdictional waters determination																												

EXHIBIT B - DESGN COST BREAKDOWN
CITY OF CELINA
Light Farms Way and Punk Carter Parkway at Dallas Parkway

	Labor Category	Project Mgr.	Principal	Sr. Civil Eng.	Civil Eng.	Civil EIT	Civil CADD	Sr. Struct. Eng.	Elec. or Struct. Eng.	Struct. CADD / GIS	Sr. Env. Scientist/ Landscape Architect	Env. Scientist/ Landscape Architect	Survey RPLS	Survey SIT	Survey Crew	Clerical	SUE Crew	SUE Coordinator	hrs /sheet									
City of Celina																												
DNT Intersections at Light Farms Way & Punk Carter Parkway	Team Member	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	Print	Plot	Deliv./Misc.	All	All	
Fee Proposal - August 2023	Hourly Billing Rate	\$268.00	\$291.00	\$256.00	\$198.00	\$140.00	\$112.00	\$260.00	\$196.00	\$128.00	\$234.00	\$147.00	\$215.00	\$130.00	\$200.00	\$92.00	\$190.00	\$163.00	Total Manhour		Total Labor \$	\$0.50	\$5.00	Sub-Consult	Total Expense \$	Total \$	Remarks	
Task Description	Scope Reference	Plan Sheets																										
2. Section 404 pre-construction notification (PCN)																												
Subtotal Summary																												
I. PROJECT MANAGEMENT / COORDINATION		29			15	16	11				14	12	1	4	2	12		2		118	\$21,819	70	15	\$125	\$235	\$22,054		
II. PRELIMINARY ENGINEERING	18	37	7	112	176	173					14	48	3	12		12		5	32.6	587	\$90,541	450	18	\$25	\$340	\$90,881		
III. FINAL ENGINEERING	50	45	18	106	134	154		4	8	16	68		1			18			11.4	572	\$90,998	1010	40	\$50	\$755	\$91,753		
IV. BID PHASE SERVICES		7	5	14	12	8										11				57	\$9,516	40		\$50	\$70	\$9,586		
V. SPECIAL SERVICES																										\$46,726		
Construction Administration		11	4	18	20	16					6	12				8				95	\$16,032	330		\$175	\$340	\$16,372		
Survey for Design		4		8	4	8							2	7	12	8				53	\$8,588	50		\$50	\$75	\$8,663		
Franchise Utility Coordination		2		6	18	12												4		42	\$6,240	20			\$10	\$6,250		
SUE				2	4	2							1			2	8	4		23	\$3,666	50		\$50	\$75	\$3,741		
Survey for ROW/Easement Documents		1		6	8	20							4	16	16	6				77	\$11,508	70	5	\$132	\$192	\$11,700		
Geotechnical Engineering																												
Environmental Permitting - NIC																												
TOTAL		50	136	34	287	392	404		4	8	50	140	7	32	30	77	8	15	33.3	1624	\$258,908	2090	78	\$657	\$2,092	\$261,000		

EXHIBIT C
LIGHT FARMS WAY and PUNK CARTER PARKWAY at DALLAS PARKWAY
SCHEDULE FOR DESIGN WORK

Task Name	Duration Calendar Days	Start Date	Finish Date
CITY OF CELINA	856	10/23/2023	2/25/2026
INTERSECTION IMPROVEMENTS			
Work Authorization fully executed	0	10/23/2023	10/23/2023
Additional Survey and Level A/B SUE	60	10/23/2023	12/22/2023
Research, Data Collection and Field Work	60	10/23/2023	12/22/2023
Geotechnical Investigation			
NA			
Revised Design Layout - Concept Plan	40	10/23/2023	12/2/2023
Light Farms Way Alternatives	30	10/23/2023	11/22/2023
City Review	10	11/22/2023	12/2/2023
Schematic Design - 30%	75	12/2/2023	2/15/2024
Prepare 30% Plans and Estimate	60	12/2/2023	1/31/2024
City Review	15	1/31/2024	2/15/2024
30% Review Meeting	5	2/15/2024	2/20/2024
Preliminary Design - 60%	75	2/20/2024	5/5/2024
Prepare 60% Plans and Estimate	60	2/20/2024	4/20/2024
City Review	15	4/20/2024	5/5/2024
60% Review Meeting	5	5/5/2024	5/10/2024
Prepare ROW Documents	90	5/5/2024	7/9/2024
Legal Descriptions and Exhibits	45	5/5/2024	6/19/2024
City Review	5	6/19/2024	6/24/2024
Set Pins and Sign Documents	15	6/24/2024	7/9/2024
Final Design Phase (90%)	90	5/10/2024	8/8/2024
Prepare 90% Plans, Specifications and OPCC	90	5/10/2024	8/8/2024
City Review	15	8/8/2024	8/23/2024
90% Review Meeting	5	8/23/2024	8/28/2024
Complete 100% Bid Documents and OPCC	30	8/28/2024	9/27/2024
Bid Phases Services	41	9/27/2024	11/7/2024
Submit Final Bid Documents	1	9/27/2024	9/28/2024
Advertise for Bid, Answer Questions, and Prepare Addenda	30	9/28/2024	10/28/2024
Receive Bids	0	10/28/2024	10/28/2024
Tabulate Bids, Research Bidders, and Provide Recommendation Letter	10	10/28/2024	11/7/2024
Construction Administration	475	11/7/2024	2/25/2026
Council Award - Notice to Proceed	60	11/7/2024	1/6/2025
Construction Activities (submittals, RFIs, Site Visits, etc.)	400	1/6/2025	2/10/2026
Construction Walk Through	0	2/10/2026	2/10/2026
Prepare Record Drawings/CADD Files	15	2/10/2026	2/25/2026



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ryan Quigley, Purchasing Agent
CC: Andy Glasgow, Director of Engineering
Date: September 12, 2023
Re: Sunset Boulevard Street Improvements R81

Action Requested:

Consider and act to approve a work authorization for engineering services for the design of Sunset Blvd. Street Improvements to Westwood Professional Services, Inc., in an amount not to exceed \$204,870.00. (Quigley)

Background Information:

Service includes the design of paving improvements of Sunset Boulevard (Hwy 90) between Preston Road (SH 289) and Coit Road (Hwy 91) (Project). The project consists of the reconstruction of approximately 6,300 linear feet of the existing two-lane 20-foot to 24-foot wide asphalt pavement.

The City maintains an executed Master Agreement for Professional Services with this engineering firm for on-call services. Council authorized the agreement in 2022 for a period of five years.

Legal Review:

The contract was previously reviewed and approved.

Supporting Documents:

1. Work Authorization Sunset Blvd Street Improvements_Partially Executed

Financial Consideration:

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

Staff Recommendation:

Approve the work authorization as presented.

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 PK/Westwood	MAPS Date:	10/10/2022
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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, 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:	Sunset Boulevard Street Improvements		
Task Order #	44	Task Order Date:	06-12-2023
Engineer:	Westwood Professional Services		
Purchase Order#:		Project #:	R81
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@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 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

Signature



Signature

Printed Name & Title

Christopher M. Jones, P.E.

Printed Name & Title

Date

June 12, 2023

Date

EXHIBIT 'A' – SCOPE OF SERVICES

**SUNSET BOULEVARD STREET IMPROVEMENTS PROPOSAL
(PRESTON ROAD TO COIT ROAD)**

PROJECT DESCRIPTION:

The project consists of the design of paving improvements of Sunset Boulevard (Hwy 90) between Preston Road (SH 289) and Coit Road (Hwy 91) (Project). The project will consist of reconstruction of approximately 6,300 linear feet of the existing two lane 20-foot to 24-foot wide asphalt pavement. Proposed road improvements will be within the existing prescriptive right-of-way. (PROJECT).

BASIC SERVICES:

A. Project Management, Coordination & Permitting

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 a pre-design project kickoff meeting with Owner staff to confirm and clarify scope, understand Owner objectives, and ensure economical and functional designs that meet Owner requirements.
- Conduct review meetings with the Owner at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the Owner.
- 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.
- With respect to coordination with permitting authorities, CONSULTANT shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. CONSULTANT shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Westwood Professional Services, Inc.,
(CONSULTANT) for Consulting
Services

3. Constructability Review:

- Prior to the 60 percent review meeting with the Owner, CONSULTANT shall schedule and attend a project site visit with the Owner Project Manager and Construction personnel to walk the project. CONSULTANT shall summarize the Owner's comments from the field visit and submit this information to the Owner in writing.

4. Utility Clearance:

- CONSULTANT will consult with the Owner, 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. CONSULTANT will design Owner facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.
- CONSULTANT 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. Preliminary Design (60% Submittal)

1. CONSULTANT will develop the preliminary design of the infrastructure as follows.

a. Data Collection:

- In addition to data obtained from the Owner, CONSULTANT will research proposed improvements in conjunction with any other planned future improvements known by the Owner that may influence the project.
- CONSULTANT will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies (TxDOT), Owner Master Plans, and property ownership as available from the Tax Assessor's office.
- The data collection efforts will also include conducting special coordination meetings with affected property owners and businesses as necessary to develop the design.

b. The Preliminary Design Package shall include the following:

- Technical memorandum containing graphic exhibits and written summary of alternative design concepts, considered strengths and weaknesses of each, and the rationale for selecting the recommended design concept.
- Proposed phasing of any construction that is included in this project documented in both the project schedule and narrative form.
- Documentation of key design decisions.
- Conceptual opinion of probable construction cost.

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Westwood Professional Services, Inc.,
(CONSULTANT) for Consulting
Services

2. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
 - Cover Sheet
 - General Notes
 - Quantity Sheet
 - Project Layout & Control Sheet
 - Demolition Plan
 - Roadway plan and profile sheets
Scale 1" = 20' Horizontal; 1" = 2' Vertical
 - Traffic Control Plan
 - Erosion Control Plans
 - Signage and Striping Plan
 - Detail sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by Owner's project manager.

3. Assemble Owner'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 preliminary opinion of probable construction costs.
5. Submit a PDF of preliminary 60% plans, preliminary construction contract documents, special conditions and preliminary opinion of probable construction costs to the Owner for review. One (1) set of half size (11"x17") plans will be submitted with the 60% plan submittal, if requested.

C. Final Design (90% & 100% Submittals)

1. Revise preliminary plans incorporating comments from the Owner.
2. Submit a PDF of 90% plans, 90% construction contract documents and 90% opinion of probable construction costs for Owner review. One (1) set of half size (11"x17") plans will be submitted with the 90% plan submittal, if requested.
3. Incorporate final Owner review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
4. Finalize construction contract documents including Owner standard specifications, special technical specifications and special conditions (if any).

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Westwood Professional Services, Inc.,
(CONSULTANT) for Consulting
Services

5. Estimate of final construction quantities and final opinions of construction cost.

6. Submit (1) sealed (100%) set of final plans and construction documents.

D. Bid Phase Services

CONSULTANT will support the bid phase of the project as follows.

1. Bid Advertisement:

- CONSULTANT shall prepare and submit to Owner a draft Bid Advertisement for publishing by the Owner.

2. Bid Document Distribution:

- The Owner will advertise the project for bid electronically and distribution of plans and specifications will be done electronically.

3. Bidder Assistance:

- The Consultant 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 virtual prebid conference in support of the Owner, if necessary.

4. Bid Analysis and Recommendation of Award:

- CONSULTANT will tabulate and review all bids received for the construction project, assist the Owner in evaluating bids, and recommend award of the contract.
- CONSULTANT will assist the Owner in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- CONSULTANT shall make a recommendation of award to the Owner.

5. Conformed Construction Documents:

- Upon award of a contract by the Owner, CONSULTANT shall assist with the execution, assembly and distribution of the construction contract documents for the Project.

E. Construction Administration

1. Preconstruction Conference:

- CONSULTANT shall attend the preconstruction conference.

2. 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 Owner.

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Westwood Professional Services, Inc.,
(CONSULTANT) for Consulting
Services

3. Final Inspection:
 - The Engineer shall attend final inspection of the Project with representatives of the Owner and the construction contractor.
4. 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 Owner on a CD-ROM disk or flash drive containing scanned 22"x34" black and white PDF images.

F. Direct Expenses

1. Included in this item 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.

G. 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 Owner 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.

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Westwood Professional Services, Inc.,
(CONSULTANT) for Consulting
Services

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.

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Westwood Professional Services, Inc.,
(CONSULTANT) for Consulting
Services

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.

Services not included in this contract:

- *Construction inspection services*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase I or II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Floodplain studies and permitting*
- *Preliminary and final platting*
- *Zoning change assistance*
- *Retaining wall design*
- *Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage*
- *Detailed layout of walks and hardscape areas, including scoring patterns*
- *Landscape Plan and Irrigation Plan*
- *Site Lighting Plan*
- *Off-site roadway, drainage, and utility extensions/improvements*
- *LEED pursuit*
- *Construction staking*
- *Geotechnical investigation*
- *SUE services*
- *Environmental services including WOTUS determination, cultural resources research or USCOE permitting*

END OF EXHIBIT 'A'

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

**SUNSET BOULEVARD STREET IMPROVEMENTS PROPOSAL
(PRESTON ROAD TO COIT ROAD)**

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, CONSULTANT shall be compensated a lump sum fee of \$204,870.00 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.

Basic & Special Services

A. Project Management, Coordination & Permitting	\$12,500.00
B. Preliminary Design (60% Submittal)	\$62,750.00
C. Final Design (90% & 100% Submittals)	\$81,320.00
D. Bid Phase Services	\$3,500.00
E. Construction Administration	\$4,500.00
F. Direct Expenses (Not to Exceed)	\$2,500.00
G. Field Survey	<u>\$37,800.00</u>

TOTAL	\$204,870.00
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METHOD OF PAYMENT:

CONSULTANT 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 CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to CONSULTANT 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 CONSULTANT's cost.

END OF EXHIBIT 'B'

EXHIBIT C – INSURANCE

A. *Insurance.* CONSULTANT shall, during the life 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
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee

Professional Liability Errors and Omissions Insurance. CONSULTANT shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

END OF EXHIBIT 'C'

EXHIBIT D to Agreement between the
City of Celina, Texas (OWNER) and
Westwood Professional Services, Inc.,
(CONSULTANT) for Consulting
Services

EXHIBIT 'D' – SCHEDULE

**SUNSET BOULEVARD STREET IMPROVEMENTS PROPOSAL
(PRESTON ROAD TO COIT ROAD)**

Activity	Estimated Duration (weeks)	Estimated Completion After N.T.P.
Notice-To-Proceed		-
Field Survey	8	8 Weeks
Preliminary Design Submittal (60%)	12	20 Weeks
Preliminary Owner Review Complete	2	22 Weeks
Final Design Submittal (95%)	8	30 Weeks
Final Owner Review Complete	2	32 Weeks
Final Plans Complete (100%)	4	36 Weeks
Receive Bids	4	40 Weeks
Contract Award	4	44 Weeks
Begin Construction	2	46 Weeks
Complete Construction	28	74 Weeks
Record Drawings	2	76 Weeks

CONSULTANT is not responsible for delays beyond its control.

END OF EXHIBIT 'D'



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Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Andy Glasgow, Director of Engineering
Date: September 12, 2023
Re: CR 52 (Celina Pkwy) Reconstruction R82

Action Requested:

Consider and act to approve a work authorization for engineering services for County Road 52 (Celina Pkwy) reconstruction with TRC Engineers, Inc., in an amount not to exceed \$212,750.00. (Berry)

Background Information:

The project consists of the reconstruction of approximately 6,600 linear feet of pavement. CR 52 has an average Pavement Condition Index (PCI) of 64, which is considered a fair road condition. The worst areas are adjacent to the Methodist Hospital Site and Greenway Subdivision, with PCI of 46 and 52, respectively. The section between FM 428 and approximately 760 feet south of the Greenway development will be reconstructed by pulverizing the existing distressed pavement and underlying base into a new stabilized base layer and an asphalt layer on top (full-depth reclamation). The remaining section will be designed and constructed as a concrete curb and gutter with an associated enclosed drainage system.

The City maintains an executed Master Agreement for Professional Services with this engineering firm for on-call services. Council authorized the agreement in 2022 for a period of five years.

Legal Review:

The contract was previously reviewed and approved.

Supporting Documents:

1. Work Authorization & Exhibits

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:

Approve the work authorization as presented.

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 TRC	MAPS Date:	10/10/2022
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In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **TRC Engineers, 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:	CR 52 (Celina Pkwy) Reconstruction		
Task Order #		Task Order Date:	9/13/2023
Engineer:	TRC Engineers, Inc.		
Purchase Order#:		Project #:	
Engineer Representative	Justin Thomas	Owner Representative:	Andy Glasgow

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month (1-31)
Submission Date:	Submit invoice by the 10 th 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** X 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

Signature

Printed Name & Title

Date

ENGINEER

Justin Thomas

Digitally signed by Justin Thomas
DN: C=US, E=jthomas@trccompanies.com, O=TRC,
OU=TRC, CN=Justin Thomas
Reason: I am approving this document
Date: 2023.08.28 08:09:09-05'00'

Signature

Justin Thomas, PE, Office Practice Leader

Printed Name & Title

8/28/2023

Date



700 Highlander Blvd.
Suite 210
Arlington, TX 76015

T 817.522.1000
TRCcompanies.com

August 28, 2023

Andy Glasgow, PE
City of Celina
142 N. Ohio Street
Celina, TX 75009

Re: County Road 52 (Celina Parkway) Reconstruction
Engineering Services Proposal

Dear Andy:

The City of Celina (City) has requested that TRC Engineers, Inc. (TRC) provide this engineering proposal for design services related to the above referenced project. The overall project consists of reconstruction of approximately 6,600 linear feet of pavement, as shown in the attached exhibit.

This work would be provided as a task order under the Master Service Agreement (MSA) executed between the City and TRC.

The opportunity to provide this proposal is greatly appreciated. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

A handwritten signature in black ink that reads "Justin Thomas". The signature is written in a cursive, flowing style.

Justin Thomas, P.E.
Arlington CES Practice Leader
TRC Engineers, Inc.

Attachments

ATTACHMENT A
TRC SCOPE OF WORK

CITY OF CELINA, TEXAS
COUNTY ROAD 52 RECONSTRUCTION

TASK 1 – TOPOGRAPHIC SURVEY

TRC will provide topographical data as required to complete the preliminary engineering design. Survey data will be provided in AutoCAD format and include an existing basemap showing locations of street Right of Way (ROW), property lines, easements, trees, fences, culverts and other pertinent existing features within the project area. Surveyor will contact utility locating services prior to fieldwork for marking of underground utility lines and provide deed research of adjacent property ownership within the proposed project area. The survey will provide control points for use during construction.

TASK 2 – GEOTECHNICAL SERVICES

TRC Will provide a geotechnical report of the existing soils. This will include fourteen (14) borings at an approximate spacing of 500 feet or less and depths of about 20 feet, or to the top of bedrock, whichever is shallower using a truck mounted drilling rig. The report will include a site map of all borings, boring log with soil description, groundwater information, and pavement recommendations for a 40-year design life for concrete pavement and 20-year design life for asphalt pavement.

TASK 3 – CIVIL ENGINEERING

TRC will prepare construction plans and specifications for the pavement reconstruction for one of the options as shown in the attached exhibits. Plan sheets will include paving plan and profiles, grading within street ROW, horizontal control, street cross sections, striping plan, drainage area map and calculations, storm sewer plan and profiles, and pertinent general notes and standard details.

It is anticipated that TRC will submit a 60%, 90% and 100% set of construction plans for the City to review. TRC will attend design progress meetings and provide updated engineer's opinion of probable construction costs with each submittal.

TASK 4 - CONSTRUCTION ADMINISTRATION

Bidding and Construction Administration - TRC will assist the City in the bid process including preparation of bid advertisement document, attendance at a pre-bid meeting if necessary, respond to contractor questions, preparation of addenda, assist the City in the opening and tabulation of bids, prepare award recommendation letter and assist with the preparation of construction contract documents. After the bidding is completed, TRC will provide updated construction plans and specifications to include the bid addenda for use during construction.

Throughout construction, TRC will assist the City with contractor correspondence, materials submittal review, respond to contractor requests for information (RFI), contractor pay request reviews, attendance at one preconstruction meeting, attendance at monthly progress meetings (maximum of seven) with the contractor, periodic site visits (maximum of two), final inspection with the contractor and City staff, preparation of punch list and record drawing preparation based on the contractor's as-built plans.

ASSUMPTIONS

The following assumptions apply to the basis of costs for this project:

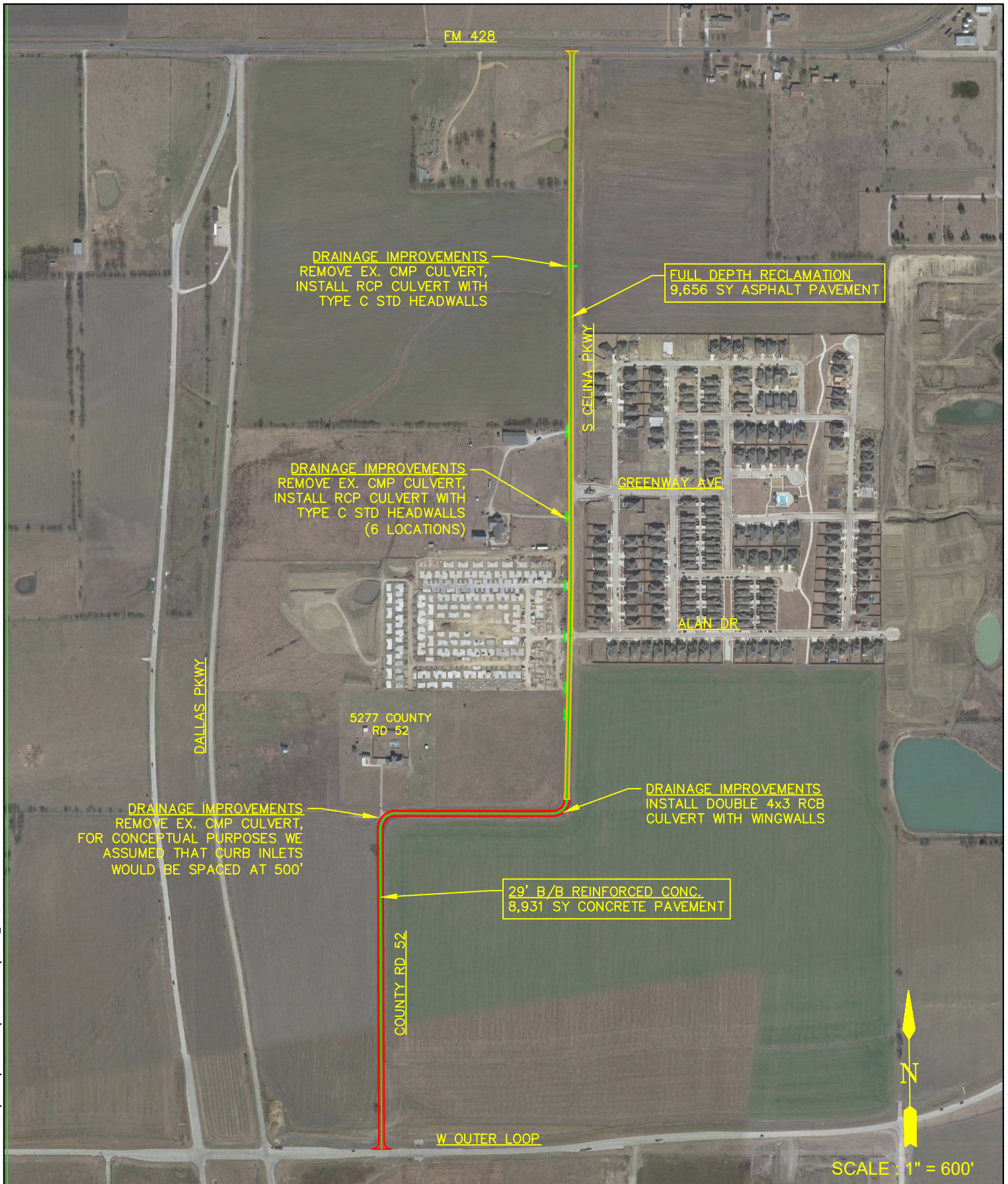
- Plan and bid documents will be per TRC's and the City's standards.
- City will be responsible for arranging ROW, easement, and/or property access prior to commencement of fieldwork.
- No improvements are needed to the existing Outer Loop roadway or other connecting streets. If improvements are needed to adjacent roadways, a proposal for additional design services will be submitted under separate cover.
- Drainage will outfall into existing ditches or storm sewer. No offsite drainage improvements will be required.
- The geotechnical fieldwork will take up to three (3) days to complete and may require traffic control. If the traffic control must stay in place longer than three days due to factors beyond our control, additional compensation may be requested by the Client at approximately \$3,000 per each day.

EXCLUSIONS

The following items are excluded from the Scope of Work:

- Landscape and irrigation design.
- Water and sanitary sewer design.
- Traffic control plan.
- Construction staking.
- Continuous construction inspection or services other than those listed above.
- Landowners contact or easement negotiations.
- Environmental or permitting services.
- Fees required by any regulatory agencies for permitting.
- Public outreach meetings.

\\\\ARLINGTON-FPI\\INFRASTRUCTURE\\WORK IN PROGRESS\\CELINA\\PROPOSALS\\CR 52 PAVING\\EXHIBIT_CR52.DWG



TRC ENGINEERS, INC.
700 HIGHLANDER BLVD., SUITE 210, ARLINGTON, TEXAS 76015
T.B.P.E. FIRM REGISTRATION # F-8632
(817) 522 - 1000

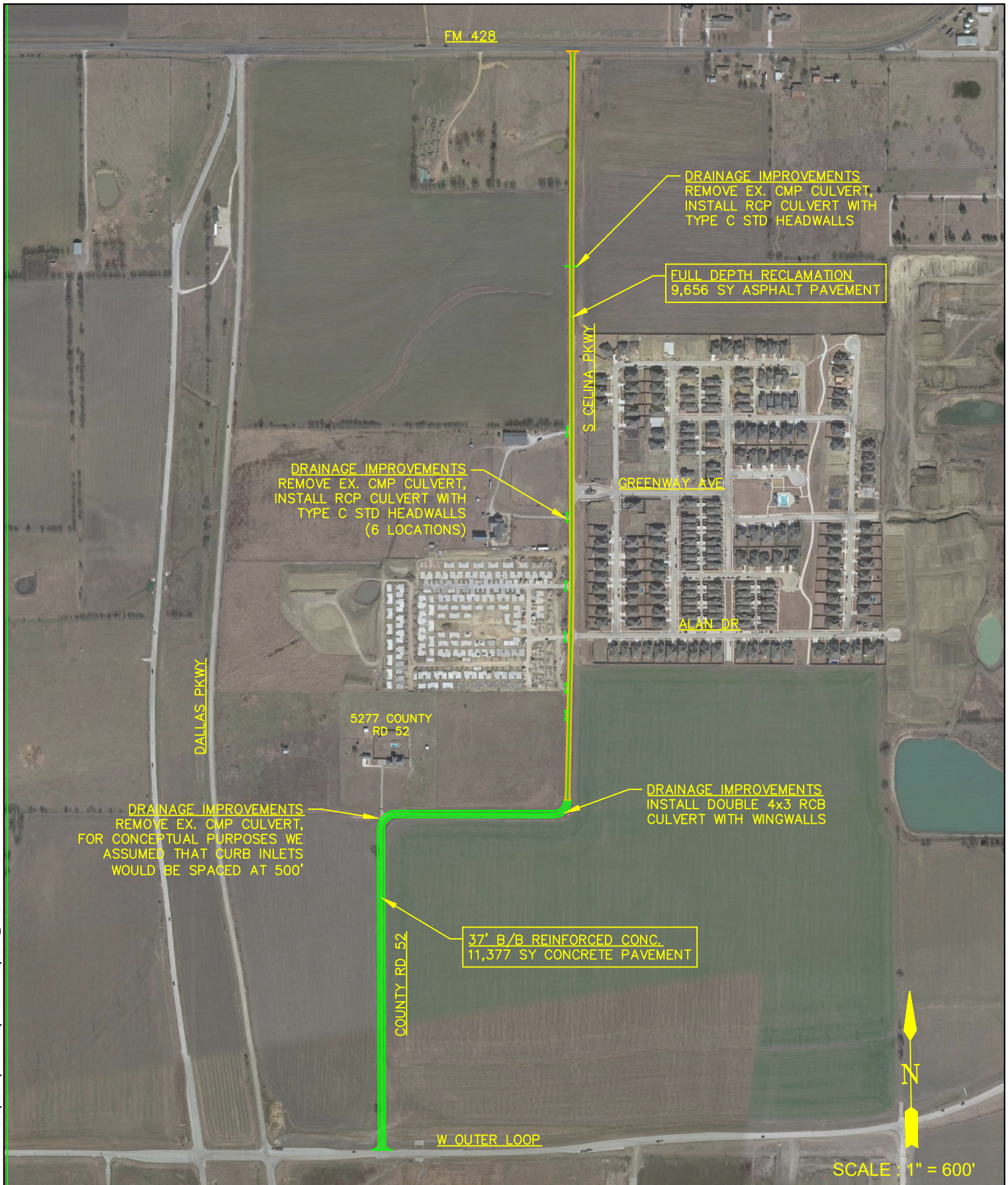
CELINA, TX
COUNTY ROAD 52 PAVING AND
DRAINAGE IMPROVEMENTS EXHIBIT

4/7/2023
SHEET 1 OF 3



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\\ARLINGTON-FPI\INFRASTRUCTURE\WORK IN PROGRESS\CELINA\PROPOSALS\CR 52 PAVING\EXHIBIT_CR52.DWG



TRC ENGINEERS, INC.
700 HIGHLANDER BLVD., SUITE 210, ARLINGTON, TEXAS 76015
T.B.P.E. FIRM REGISTRATION # F-8632
(817) 522 - 1000

CELINA, TX
COUNTY ROAD 52 PAVING AND
DRAINAGE IMPROVEMENTS EXHIBIT

4/7/2023
SHEET 2 OF 3



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Page 231 of 1089

ATTACHMENT B**COMPENSATION FOR SERVICES**

The cost to provide the design engineering services will be invoiced as a lump sum project. This lump sum fee includes labor and material costs associated with the Scope of Work identified above. A breakdown of the costs for the City's review is shown below.

Tasks:

1. Topographic Survey	\$ 18,940
2. Geotechnical Services	\$ 28,950
3. Civil Engineering	\$ 144,990
4. <u>Construction Administration</u>	<u>\$ 19,870</u>
TOTAL CONTRACT AMOUNT:	\$ 212,750

TRC's fees above are based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation. The payment schedule will be via progress billing (percent complete for each task).

ATTACHMENT C

TIMELINE/SCHEDULE

Assuming the Notice to Proceed from the City is provided to TRC in September 2023, we estimate the milestone timeline as follows:

1. Topographic Survey – October 2023
2. Geotechnical Services – October 2023
3. Engineering Design – February 2024
4. Bidding – April 2024
5. Construction Completion – October 2024
6. Record Drawings – November 2024

This estimated timeline assumes there are no significant delays by others outside of TRC's control.

ATTACHMENT D

DELIVERABLES

It is anticipated that TRC will submit a 60%, 90% and 100% set of construction plans for the City to review. TRC will provide each submittal in pdf format, along with updated Opinion of Construction Costs (OPCC) with each submittal. If the City requests hard copies, TRC will provide up to five (5) paper hard copies of each submittal.

Upon completion of construction, TRC will provide the necessary City of Celina Certificate of Completion forms in pdf and Record Drawings in pdf and AutoCAD (dwg) formats. If the City requests hard copies, TRC will provide up to two (2) paper hard copies of the Record Drawings.



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Andy Glasgow, Director of Engineering
Date: September 12, 2023
Re: J Fred Smith Pkwy 24 Inch Water Line Design, W67

Action Requested:

Consider and act to approve a work authorization for engineering services for the design of a 24-inch water line along J Fred Smith Parkway from Preston Road to Coit Road to Halff Associates, Inc., in an amount not to exceed \$250,300.00 (Berry)

Background Information:

Service includes the design of 3,300 linear feet of 24-inch PVC water line along the future alignment of J Fred Smith Parkway (Settlers Ridge Rd) from Preston Road to Coit Road (CR 97). This project is identified as project number thirty-two in our 2030 Water Infrastructure Master Plan and will provide additional transmission capacity to serve future growth in the central area of the City's High-Pressure Plane.

The City maintains an executed Master Agreement for Professional Services with this engineering firm for on-call services. Council authorized the agreement in 2022 for a period of five years.

Legal Review:

The contract was previously reviewed and approved.

Supporting Documents:

1. Work Authorization to MSA - Halff (REV)
2. Proposal (REV02) - 24-Inch Waterline (J Fred Smith)

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:

Approve the work authorization as presented.

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 Halff	MAPS Date:	10/10/2022
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In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **Halff Associates, 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:	J Fred Smith Pkwy - 24" Waterline Design		
Engineer Project #	53215.003	Work Authorization Date:	8/22/23
Engineer:	Halff Associates, Inc.		
Purchase Order#:		Project #:	
Engineer Representative	Brent Billington	Owner Representative:	Dailyn Cruz

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month (1-31)
Submission Date:	Submit invoice by the 10 th 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:

- Work Site:** Consultant Offices unless otherwise stated.
- 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.
- Drawings/Plans** _____ are X are not attached.
- Date and Time to Commence:** Upon Receipt of Purchase Order, Signed Work Order.
- Other:** Design schedule shall be submitted for work orders where the scope of work duration surpasses ninety (90) calendar days.

CONSULTANT PROVIDED INFORMATION:

- Scope of Work:** **Attach as Exhibit A**
- Compensation:** **Attach as Exhibit B**
- Timeline / Schedule:** **Attach as Exhibit C**
- 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

Signature

Printed Name & Title

Date

ENGINEER

Signature

Brent Billington, Public Works Team Leader

Printed Name & Title

08/14/2023

Date



Linda Majeed, PE, CFM
Senior Civil Engineer
The City of Celina, Texas

August 14, 2023
AVO 53215.003

RE: **24" Waterline (J Fred Smith Parkway)**

Linda,

I am pleased to submit this proposal for Halff Associates to provide engineering design services for the 24" Waterline Project for the future alignment of J Fred Smith Parkway along Settlers Ridge Road. For over 70 years Halff Associates has been committed to providing outstanding design service and professionalism to our clients. We are very excited to continue this tradition as a part of your team for this project.

Upon authorization and execution of this agreement or other mutually acceptable agreement, Halff Associates will be compensated for all labor costs related to Basic and Special Services for Engineering design based on a lump sum basis, with a maximum, not to exceed a fee of **\$250,300.00**. Included in this proposal are the following for your review:

- Exhibit A – Scope of Work
- Exhibit B – Compensation
- Exhibit C – Schedule of Work

We look forward to working with you on this project and commit to providing you with exceptional service and design. We trust that you will find this proposal to be acceptable and look forward to your positive response. If you need any additional information or have any questions, please feel free to give us a call.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Brent Billington", written over a light blue rectangular background.

Brent Billington, PE, CFM
Public Works Team Leader

**EXHIBIT “A”
SCOPE OF SERVICES**

TO BE PROVIDED BY HALFF ASSOCIATES, INC.
TO
CITY OF CELINA
FOR

24” WATERLINE (J FRED SMITH PARKWAY)

This Attachment “A” defines the services to be performed by Halff Associates, Inc. in conjunction with developing plans, specifications, and estimates associated with the proposed 24” waterline along the alignment of future J Fred Smith Parkway.

Project Overview: The project consists of the following major components:

- Design of approximately 3,300 linear feet of a proposed 24-inch PVC water supply line along the future J Fred Smith Parkway alignment.
 - Begins at a connection to an existing 12-inch water line at the southeast corner of the intersection of Preston Road and Settlers Ridge Road.
 - Ends at a connection to an existing 18-inch water line approximately 950 feet west of the intersection of County Road 97 and Settlers Ridge Road.
- Conceptual Schematic Roadway Exhibit for approximately 4,200 linear feet of future J Fred Smith Parkway from Preston Road to County Road 97.

I. Project Management (Coordination and Meetings)

- a. Halff will conduct one kickoff meeting with the City to discuss the project scope and schedule, and to obtain any data needed from the City. The meeting shall include any and all stakeholders reflected, related, or potentially impacted by the proposed improvements. The City shall coordinate all meeting attendees.
- b. Halff will conduct one virtual review meeting with the City to obtain the City’s comments on the 30% Schematic Exhibit submittal, including both aspects of the project (24” Waterline and Conceptual Roadway Schematic). The City shall distribute the submittal to all additional stakeholders for their individual input and provide any comments to Halff.
- c. Halff will attend up to 3 virtual coordination meetings with City of Celina personnel, as needed, to discuss design approaches, alternatives, schedules, and potential ROW and Easement needs.

Attachement “A” Services – Page 1 of 8

The City shall include any additional and relevant stakeholders within these coordination meetings.

- d. Halff will conduct two site visits to the proposed site location to gather visual information and photographs. One at project kickoff, and another including city staff prior to commencing Final Engineering.

II. Preliminary Engineering (30%)

a. Data Collection:

- i. Obtain and receive all pertinent as-built drawings, documents, utility plans, plats, right-of-way and easement maps, contours, etc.
- ii. Coordinate with franchise utilities in the area and obtain record information pertinent to the proposed pipeline project, where available.
- iii. Document existing project conditions utilizing digital photography and perform site visit(s) to obtain all necessary information, or to confirm provided information obtained from other sources.

b. Kickoff Meeting:

- i. Coordinate with the City project team to review all project requirements, general procedures, scheduling, design criteria, and all other pertinent items, which may impact the overall design and project execution.

c. Schematic Exhibit:

- i. A preliminary waterline exhibit will be created that details initial design approaches, assumptions, potential design alternatives, and a preliminary horizontal layout for the proposed 24-inch Waterline for the City's review. Estimated construction quantities and engineer's opinion of probable construction costs (OPCC) will also be provided.
- ii. A Conceptual Roadway Schematic will be created to determine a preliminary layout of future J Fred Smith Parkway and future ROW and/or easement needs. The purpose of this schematic will be to assist in setting the proposed 24-inch Waterline alignment which will run parallel with J Fred Smith Parkway. Design will include both horizontal and vertical alignments, pavement dimensions, lane designations, and proposed right of way and easements for city review and approval. Schematic-level estimated construction quantities and engineer's opinion of probable construction costs (OPCC) will also be provided for budgeting purposes. Prior to submitting 30%, Halff will attend a virtual progress meeting with Celina to discuss the initial horizontal alignment and if any alternative alignments are to be considered. At the City's

Attachement "A" Services – Page 2 of 8

request, Halff will perform schematic level design of one (1) additional horizontal alignment alternative for the City's review. Vertical alignment design will then begin on whichever of the two (2) alignment options the City would like to proceed with. Additional alternatives analysis may be considered for an additional fee.

III. Final Engineering (60%, 90% & 100%)

- a. Final Engineering design phase services will be provided for the proposed 24" Waterline only.
- b. Design of J Fred Smith Parkway beyond the conceptual 30% schematic exhibit is not included outside of addressing minor comments from the 30% design review.
- c. **Construction Documents:**
 - i. Generate and progress construction drawings, incorporating all City of Celina standard drawings and details, in addition to any additional regulating authorities' standards, details, and drawings.
 - ii. Provide the following drawing sections, at a minimum:
 - 1. Cover sheet, Index Sheet, and General Notes
 - 2. Location Map and Control Points
 - 3. Waterline Overall Layout Sheets
 - 4. Boring Log Information
 - 5. Proposed ROW/Easement Layout Map
 - 6. Erosion Control Plan
 - 7. Removal & Restoration Plan
 - 8. Waterline Plan and Profile Sheets
 - 9. City of Celina Standard Details
 - iii. Prepare updated Opinion of Probable Construction Cost for each design milestone.
- d. **Milestone Review Meetings: (60% & 90%)**
 - i. Halff will coordinate and conduct an additional review meeting for each design milestone with the City of Celina project team and any additional stakeholder, as requested by the City.
 - ii. Each milestone meeting's review comments and input will be revised into the proceeding milestone final design.
- e. **Final Design Submittal: (100%)**
 - i. Halff will incorporate 90% milestone review comments into the project documents and submit final sealed drawings and specifications to the City of Celina.
 - ii. The 100% sealed construction documents shall be utilized for project bidding purposes, described below in the following section.

- iii. At the conclusion of the 100% milestone review meeting, Halff will submit sealed drawings and specifications to the TCEQ water Supply Division for review and approval. The project may be advertised and reviewed by TCEQ concurrently, or as directed by the City of Celina. The project may not commence construction until an approved TCEQ review is returned.
 - 1. Halff will prepare and send a letter of notification to TCEQ (as required) at the start of construction, if desired.

IV. Bid and Construction and Phase Services

- a. **Bid Phase Services.**
 - i. Halff will provide a recommendation letter for award of the contract, per the City of Celina bidding criteria.
 - ii. Halff will prepare and provide one (1) digital copy of the conformed Contract documents for execution between the Contractor and the City of Celina.
- b. **Submittals, Requests for Information, Changes.**
 - i. Review and provide comments, reject, or offer no exceptions to up to (2) shop drawings or submittals for the Project.
- c. **Final Walk Through.**
 - i. Upon substantial completion of construction, Halff will participate in a final walk-through with the Owner and the Contractor and will contribute items to the Owner for inclusion in a punch list.
- d. **Record Drawings.**
 - i. Prepare record drawings utilizing all available Owner and Contractor as-built information, consisting of a CD/DVD/USB containing .PDF and .DWG files of the plan set

V. Surveying for Engineering Design:

- a. Perform all necessary topographic survey operations required for the complete design of the waterline.
- b. The design survey shall include the entirety of the proposed waterline alignment, including all permanent and temporary easements and establish all horizontal and vertical control points.
- c. Survey shall tie in all right-of-way lines and corners, property lines, trees, fence lines, and all other present and visible surface features.
- d. Topographic information shall be acquired with cross sections collected at 50-ft intervals, producing one-foot contours of existing grade.

- e. X, Y, and Z coordinates, in an identified coordinate system, and reference bearing base. Z coordinate shall be to the Owner's preferred datum.
- f. Horizontal and vertical location of all existing facilities within the Project limits including existing paving, driveways, sidewalks, buildings, mailboxes, landscaping, etc.
- g. Tie existing visible franchise utilities and appurtenances, and public utilities such as water valves, fire hydrants, manholes, etc.
- h. Verify horizontal and vertical location of existing sanitary sewer facilities.
- i. Tie underground utilities if located during the discovery process.
- j. Preparation of up to (5) ROW or Easement documents (not including acquisitions) shall be performed and final documents to be provided to the City generated. This shall include:
 - i. ROW Research. Halff shall determine ROW and easements needed for construction of the project. All temporary and permanent easements will be identified based on available information and recommendations will be made for approval with the Owner. This research does not include title research or appraisals.
 - ii. ROW & Easement Preparation and Submittal. Halff shall prepare documents to be used to obtain ROW and permanent and/or temporary easements required for construction. Halff shall submit the prepared documents to the Owner for acquisition.
 - iii. Temporary Right of Entry Preparation and Submittal. Prior to construction, Halff shall prepare and submit temporary right of entry documents for landowners to the Owners project PM for real property.

VI. Subsurface Utility Engineering (SUE)

- a. Halff will perform field testing to collect all available horizontal and vertical elevations, including existing facility and utility flowlines.
- b. Additional information to be obtained in the field will include all nearby sanitary, storm, and waterline structure elevations, rims/inverts elevations, location of buried utilities, and structures.
- c. Halff will perform SUE in accordance with ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities." This standard defines the following Quality Levels:

Quality Level-A: *Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific*

Attachement "A" Services – Page 5 of 8

point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.

Quality Level-B: *Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.*

Quality Level-C: *Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information.*

Quality Level-D: *Information derived from existing records or oral recollections.*

d. Quality Level-A Utility Test Holes (Vacuum Excavation).

- i. Up to four (4) test holes will be performed on various utilities at locations specified by the Client. Halff will cut up to a 12" square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete areas. This Scope of Services includes all test holes being performed under one (1) mobilization.
- ii. If test holes are requested on non-conductive/untonable utilities depicted as Quality Level-D where the horizontal location is assumed, Halff will coordinate with Client and respective utility owner, on-site personnel if private property and available records to pinpoint the location to perform the test hole. Due to the concrete/ground conditions, one (1) attempt shall be made, which may or may not expose the subject utility. Should the utility not be exposed, Halff will coordinate with the Client for direction on digging additional test holes if required and shall be compensated for each test hole dug.

VII. Geotechnical Investigation

a. Field Exploration:

- i. Select appropriate locations within the limits of the proposed waterline for exploratory boring.
- ii. Subcontract with a drilling contractor to drill a total of 2 (two) borings at the site to a depth of 20 feet.
- iii. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
- iv. At the completion of drilling and sampling, the borings will be backfilled with auger cuttings.

b. Laboratory Testing:

- i. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
- ii. The Engineer will select samples for laboratory testing, assign tests, and review the test results. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration

c. Analysis & Reporting:

- i. Perform the geotechnical engineering analysis and prepare a Technical Memorandum summarizing the field exploration, laboratory testing, and engineering analysis, which will include the following:
 1. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 2. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design.
 3. Lateral earth pressures when appropriate.
 4. General discussion of expected construction related issues.
 5. Earthwork related recommendations for use during development of plans and specifications.
- ii. Submittals will include one (1) electronic PDF copy of the Technical Memorandum Report.

VIII. Assumptions and Exclusions

The scope of services excludes any items not specifically described herein including but not limited to; plats, title commitments, drainage designs and/or studies, special intersection designs, traffic impact analysis and signal warrants. Additional assumptions and exclusions are as follows:

- Individual Corps of Engineers Environmental Permit or pre-construction notification is not included. It is assumed that all alignments and sites will fall within Nationwide Permit requirements.
- Permitting for federal or local government authorities is excluded.
- Traffic Control design is not included. Halff will review any necessary traffic control plans submitted by the contractor as part of construction administration services.
- The existing dirt/gravel portion Settlers Ridge Road that continues east at Lakeview Drive shall remain as is. Pavement design and horizontal/vertical alignment design for any roadway outside of the J Fred Smith 30% Conceptual Schematic Exhibit are excluded.
- Grading plans and design are excluded. All post-construction grades are to match existing conditions.
- It is assumed that no Collin County or TXDOT permitting and/or design coordination is required for this project.
- It is assumed that the material of the proposed 24" waterline shall be PVC. No design services for corrosion protection are included.
- It is assumed that no installation methods other than open-cut will be necessary for the proposed 24" waterline.
- Design of service lateral connections will be limited to matching existing service locations and adding stub-out lines to serve existing undeveloped properties as requested by City of Celina.
- Design of mechanical or electrical items pertaining to water distribution are not included. This applies (but is not limited to) pump stations, metering stations, treatment facilities, water storage facilities, etc.
- No drainage design is included for this project.
- No sanitary sewer design is included for this project.
- No structural design is included for this project.
- ROW and easement acquisition services are not included.
- Advertisement for the project is not included.
- It is assumed that all information shown in record drawings for the connecting 12" and 18" waterlines are accurate and current.

EXHIBIT "B1" - LEVEL OF EFFORT SUMMARY

City of Celina 24" Waterline - J Fred Smith Pkwy Half Associates - AVO 53215.003	Director	Team Leader	QA/QC Manager	Project Manager	Civil EIT	Civil CAD	Clerical	Survey RPLS	Survey Technician	Survey Crew	SUE Coordinator	SUE Crew	Total Hours	Total Labor Cost	Sub-Consultant Cost	Fees, Materials & Supplies	Subtotal	Rounded Total
BASIC FEE SERVICES																		
Preliminary Engineering (30%)																		
24-inch Waterline - Alignment Exhibit	2.0	15.0	2.0	35.0	60.0	20.0							134.0	\$20,865.00			\$20,865.00	\$20,900
J Fred Smith Pkwy - Conceptual Roadway Schematic	4.0	20.0	2.0	40.0	80.0	40.0							186.0	\$28,280.00			\$28,280.00	\$28,300
Final Engineering (60%, 90%, 100%)																		
Coversheet (1)		0.5	0.5	0.5	4.0	1.0							6.5	\$1,007.50			\$1,007.50	\$1,000
Sheet Index (1)		0.5	0.5	0.5	2.0	1.0							4.5	\$727.50			\$727.50	\$700
Location Map (1)		0.5	0.5	2.0	4.0	2.0							9.0	\$1,380.00			\$1,380.00	\$1,400
General Notes (1)		0.5	0.5	1.0	1.0	0.5							3.5	\$620.00			\$620.00	\$600
Boring Log Information Sheet (1)		0.5	0.5	2.0	2.0	4.0							9.0	\$1,320.00			\$1,320.00	\$1,300
Project Layout Sheet (2)		1.0	1.0	8.0	24.0	4.0							38.0	\$5,700.00			\$5,700.00	\$5,700
Erosion Control Plans (4)		0.5	0.5	4.0	24.0	4.0							33.0	\$4,750.00			\$4,750.00	\$4,800
Removal Plans (4)		2.0	1.0	20.0	40.0	8.0							71.0	\$10,680.00			\$10,680.00	\$10,700
Water Plan and Profile Sheets (7)	1.0	20.0	10.0	40.0	80.0	40.0							191.0	\$29,870.00			\$29,870.00	\$29,900
City of Celina Water Standard Details (7)			0.5	0.5	1.0	1.0							3.0	\$487.50			\$487.50	\$500
City of Celina Erosion Control Details (2)			0.5	0.5	1.0	1.0							3.0	\$487.50			\$487.50	\$500
City of Celina Miscellaneous Details (3)			0.5	0.5	1.0	1.0							3.0	\$487.50			\$487.50	\$500
Miscellaneous Design Details (1)		1.0	0.5	4.0	4.0	1.0							10.5	\$1,720.00			\$1,720.00	\$1,700
Quantities and Opinion of Construction Cost	1.0	2.0	1.0	12.0	24.0								40.0	\$6,430.00			\$6,430.00	\$6,400
Franchise Utility Coordination	1.0	4.0		12.0	12.0								29.0	\$4,850.00			\$4,850.00	\$4,900
Plan Review Meetings (3)	6.0	6.0		9.0	12.0								33.0	\$6,075.00			\$6,075.00	\$6,100
Project Management	4.0	20.0		40.0									64.0	\$12,080.00			\$12,080.00	\$12,100
SUBTOTAL - BASIC FEE SERVICES	19.0	94.0	22.0	231.5	376.0	128.5	0.0	0.0	0.0	0.0	0.0	0.0	871.0	\$137,817.50	\$0.00	\$0.00	\$137,817.50	\$138,000
SPECIAL SERVICES																		
Design Survey																		
Control, Boundary, Topography								6.0	26.0	120.0			152.0	\$27,620.00			\$27,620.00	\$27,600
Field Data Processing								17.0	80.0				97.0	\$14,480.00			\$14,480.00	\$14,500
Parcel Doucment Preparation (5 Parcels @ 3,500 EA)								38.0	64.5				102.5	\$17,505.00			\$17,505.00	\$17,500
SUE																		
Level B		2.0	1.0	8.0	12.0				20.0		20.0	40.0		\$16,920.00			\$16,920.00	\$16,900
Level A (4 Test Holes @ 1,650 EA)									6.0		8.0	25.0		\$6,616.00			\$6,616.00	\$6,600
Geotechnical Investigaton	1.0			8.0	4.0								13.0	\$2,230.00	\$15,000.00	\$1,500.00	\$18,730.00	\$18,700
Construction Phase Services													0.0					
Bid Phase Services		1.0		2.0	2.0		2.0						7.0	\$1,030.00		\$500.00	\$1,530.00	\$1,500
Construction Administration	1.0	8.0		20.0	16.0	8.0							53.0	\$8,490.00		\$500.00	\$8,990.00	\$9,000
SUBTOTAL - SPECIAL SERVICES	2.0	11.0	1.0	38.0	34.0	8.0	2.0	61.0	196.5	120.0	28.0	65.0	424.5	\$94,891.00	\$15,000.00	\$2,500.00	\$112,391.00	\$112,300
TOTAL PROJECT	21.0	105.0	23.0	269.5	410.0	136.5	2.0	61.0	196.5	120.0	28.0	65.0	1295.5	\$232,709	\$15,000	\$2,500	\$250,209	\$250,300

EXHIBIT "B2" - DESIGN COST SUMMARY**BASIC SERVICES**

Preliminary Engineering Design	\$49,200	30% Schematic Exhibit & Conceptual Roadway Exhibit
Final Engineering Design	\$88,800	60%, 90% and 100% Construction Plans & Other Services

<i>SUBTOTAL</i>	\$138,000	LUMP SUM
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SPECIAL SERVICES

Design Survey	\$42,100	Topographic Survey
Parcel Document Preparation	\$17,500	Survey/Documents for up to (10) ROW/Easement Parcels
SUE	\$23,500	Level B Utility Survey and up to (2) test holes
Geotechnical Investigation	\$18,700	Performed by EST Engineering
Construction Phase Services	\$10,500	Minor RFI/Submittal Assistance, Punch Walk, Record Drawings

<i>SUBTOTAL</i>	\$112,300	LUMP SUM
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TOTAL	\$250,300
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Exhibit "B3" - Engineer's Estimate of Probable Cost



CLIENT: City of Celina
PROJECT: 24" Waterline (J Fred Smith Pkwy)
 Budget OPCC

9/6/2023
 AVO 53215.003
 BB

BUDGET-LEVEL OPINION OF PROBABLE CONSTRUCTION COST

Item No.	Description	Total Quantity	Unit	Unit Cost	Total Cost
Section A - Water					
A-1	General Site Preparation	33	STA	\$5,000.00	\$165,000
A-2	Joint Storm Water Pollution Prevention Plan	33	STA	\$1,000.00	\$33,000
A-3	Barricades, Warning and Detour Signs, Temp. Fences	6	MO	\$10,000.00	\$60,000
A-4	Remove Existing Tree (12" and larger)	5	EA	\$1,500.00	\$7,500
A-5	Remove Existing Fence	2,500	LF	\$12.00	\$30,000
A-6	24" PVC Water Pipe (Open Cut)	3,300	LF	\$250.00	\$825,000
A-7	Connection to Existing 12" Water Main	1	EA	\$12,000.00	\$12,000
A-8	Connection to Existing 18" Water Main	1	EA	\$15,000.00	\$15,000
A-9	24" Gate Valve	2	EA	\$25,000.00	\$50,000
A-10	4" Combination Air Valve Assembly for Water	3	EA	\$50,000.00	\$150,000
A-11	8" Blow Off Valve	3	EA	\$50,000.00	\$150,000
A-12	Fire Hydrant Assembly	2	EA	\$8,000.00	\$16,000
A-12	Barbed Wire Fence	1,000	LF	\$20.00	\$20,000
A-13	Decorative Metal Fence	1,500	LF	\$120.00	\$180,000
A-14	Seeding (Including 4" Topsoil)	4,037	SY	\$10.00	\$40,370
Subtotal - Section A - Water					\$1,753,870
SubTotal					\$1,753,870
10% Mobilization					\$175,387
30% Contingency					\$526,161
Project Total					\$2,455,418
Project Rounded Total					\$2,455,000

EXHIBIT "C"

SCHEDULE OF WORK

Task Name	Duration <i>Calendar Days</i>	Start Date	Finish Date
CITY OF CELINA AVO 53215.003 24" WATERLINE (J FRED SMITH PARKWAY)	645	9/20/2023	6/25/2025
City Council Award	0	9/19/2023	9/19/2023
Design Notice to Proceed	1	9/19/2023	9/20/2023
Survey, SUE, & Geotechnical Investigation	90	9/20/2023	12/19/2023
Research, Data Collection and Field Work	90	9/20/2023	12/19/2023
Preliminary Design Phase (60%)	74	12/19/2023	3/2/2024
Prepare 60% Plans, Specifications, and OPCC	60	12/19/2023	2/17/2024
City Review	14	2/17/2024	3/2/2024
60% Review Meeting	0	3/2/2024	3/2/2024
Pre-Final Design Phase (90%)	74	3/2/2024	5/15/2024
Prepare 90% Plans, Specifications and OPCC	60	3/2/2024	5/1/2024
City Review	14	5/1/2024	5/15/2024
90% Review Meeting	0	5/15/2024	5/15/2024
Final Design Phase (100%)	44	5/15/2024	6/14/2024
Prepare 100% Plans, Specifications and OPCC	30	5/15/2024	6/14/2024
City Review	14	6/14/2024	6/28/2024
100% Review Meeting	0	6/28/2024	6/28/2024
Bid Phase Services	62	6/28/2024	8/29/2024
Submit Final Bid Documents	15	6/28/2024	7/13/2024
Advertise for Bid, Answer Questions, and Prepare Addenda	40	7/13/2024	8/22/2024
Receive Bids	0	8/22/2024	8/22/2024
Tabulate Bids, Research Bidders, and Provide Recommendation Letter	7	8/22/2024	8/29/2024
Construction Administration	300	9/28/2024	6/25/2025
City Bid Selection	30	8/29/2024	9/28/2024
Substantial Completion	210	9/28/2024	4/26/2025
Final Completion	30	4/26/2025	5/26/2025
Construction Walk Through	0	5/26/2025	5/26/2025
Prepare Record Drawings	30	5/26/2025	6/25/2025



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Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Karla Stovall, Interim City Manager
Date: September 12, 2023
Re: Gray Reed Advisory Services

Action Requested:

Consider and act to authorize the Interim City Manager to execute an agreement with Gray Reed Advisory Services, LLC, to provide professional communication services for an annual amount not to exceed \$72,000. (Berry)

Background Information:

The scope of service includes assisting with communication activities for print, broadcast, and social media and preparing and planning for major or crisis press releases. The agreement is for a period from October 1, 2023 to September 30, 2026. City Council authorizes the Interim City Manager to negotiate, execute, and amend this agreement.

Legal Review:

The agreement is attached for review.

Supporting Documents:

1. GRAS GRPR Standard Contract - Celina as of 2023.09.06

Financial Consideration:

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

Staff Recommendation:

Staff recommends approving the agreement as presented.

SERVICES AGREEMENT

This Services Agreement is entered into by and between Gray Reed Advisory Services, LLC (“GRAS”) D/B/A GRPR, with its principal place of business located at 1300 Post Oak Blvd, Suite 2000, Houston, TX 77056, and The City of Celina, Texas (“Client”), with its principal address being 142 N. Ohio Street, Celina, Texas 75009, hereinafter sometimes referred to collectively as “Parties” or singularly as a “Party”.

RECITALS

Client wishes to contract with GRPR to provide services more particularly described in Appendix A to this Services Agreement.

This Agreement, Appendix A and the attached Terms and Conditions (collectively the “Agreement”) set forth the Parties’ responsibilities and obligations in connection with this engagement.

TERMS

1. Scope of Services. GRPR will perform and implement, in whole or in part, the services detailed in Appendix A (“Services”), which are designed to accomplish the objectives of the Client. GRPR shall use its best efforts to perform the Services such that the results are satisfactory to the Client.
2. Contract Term: The contract shall be from October 1, 2023 to September 30, 2026.
3. Termination of Contract - This Contract shall remain in effect until this Contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.
4. Termination for Convenience - Either party may terminate this Contract upon submitting a thirty (30) day notice for convenience or for any reason. In no event shall the City be liable for any profits anticipated to be made hereunder by the Contractor should this Contract be terminated early.
5. Contract Administration; Communications. GRPR will be responsible to Client for performing the Services under this Agreement. GRPR and Client agree to identify and maintain a mutually agreeable communications process to keep Client fully and currently informed concerning the activities of GRPR on behalf of Client. GRPR and Client agree that GRPR will work closely with other consultants, team members, and related organizations and individuals as designated by Client, and as necessary to accomplish the objectives of the Client.
6. GRPR will report to the Assistant City Manager of Internal Services.
GRPR Contact: Marc Rylander (mrylander@grprpublicaffairs.com)
Client Contact: Karla Stovall (KStovall@celina-tx.gov)
7. Pricing. GRPR has provided an initial estimate of fees to accomplish the Services. This is just an estimate and is not a contractually agreed upon amount. Professional fees are based upon

the degree of responsibility and skill involved and the estimated time needed to complete the work, plus reimbursements of any travel time and expenses. Should the scope of Services change, GRPR will provide updated fee estimates as soon as practicable.

A monthly fee of \$6,000.00 from October 1, 2023 (“Effective Date”) through September 30, 2026 (“Termination Date”).

Invoices shall be sent to AccountsPayable@celina-tx.gov by the 10th of each month.

8. Counterparts. This Agreement may be executed in counterparts by exchange of signature pages by mail, facsimile, email, or other electronic means, each of which will be deemed an original and all of which will together constitute the same instrument.

By executing this Agreement, each signatory affirms that they have read, understand, and agree with its terms, and that each has the full power and authority to enter this Agreement on behalf of the entity for which they have signed.

By: _____ Date: _____
Marc Rylander

For: City of Celina, Texas
142 N. Ohio Street
Celina, Texas 75009
TEL: 972-382-2682

By: _____ Date: _____
Karla Stovall, Interim City Manager

Appendix A

Scope of Work

1. Continue to assist on all communications activity, providing drafts/edits for necessary messaging as the city exponentially grows in the coming years. This will include, but not be limited to, print, broadcast, and social media strategies, preparing and planning for major announcements and press releases, and strategizing through crisis situations that arise.
2. Maintain a database of press release and social media templates for major events that could happen in the city. In times of crisis or other emergency state, these documents would be available to simply fill in information and release to the public, affording the citizens quick and accurate information.
3. Engage with Dallas/Fort Worth media alerting them with information and news opportunities related to the city. This will include contacting local news outlets and pitching stories related to exciting events in the community. Through this, we will develop for the city a detailed master press list that can be used to communicate the city's news with people in the business.
4. Conduct media/social training for city officials, as needed. This will include training with the team and those who might be interviewed on talking points, interview traps, and other strategies for successful media interviews.
5. Provide immediate assistance, as needed, during any crisis that arises within the city.

Terms and Conditions

These Terms and Conditions form an integral part of the Services Agreement (together, the "Agreement") to which they relate and will apply to any subsequent services performed ("Services").

Compliance: Gray Reed Advisory Services, LLC ("GRAS") D/B/A GRPR ("GRPR"), performs its services as an independent contractor for Client and complies with all federal, state and local laws. Each Party to the Agreement represents that it will comply with all laws, rules and regulations applicable to it in connection with the Services to be performed under the Agreement and will indemnify and hold harmless the other Party for any liability arising out of its failure to comply with all federal, state and local laws.

Payment for Services: Fees for the Services provided hereunder are based on the commercial terms set forth in the applicable Agreement. Client will reimburse GRPR for actual expenses incurred by it in connection with the provision of Services as set forth on any invoices submitted to Client. Any invoice not paid in full by the tenth (10th) day of the month following the date of the statement is considered past due and may incur a late payment fee of two (2) percent of the unpaid balance for each month or portion of month in which it remains unpaid. Services may be halted on any overdue account and will resume upon payment, subject to the provisions in the Agreement.

Taxes on the Purchase of Services: Client will reimburse GRPR, pay directly to the appropriate tax authority, or timely file a valid tax exemption certificate for all transaction taxes including sales, use, value added, or similar taxes legally imposed upon the transactions arising hereunder. All such taxes become due when billed by GRPR to Client, or when assessed, levied, or billed by the appropriate taxing authority, even if such billing occurs subsequent to the expiration of this Agreement.

Client Data: GRPR will rely on the accuracy and completeness of any information, representations, and books and records ("Client Data") provided to it by Client; GRPR has not been engaged to audit or verify Client Data and will not provide any assurances concerning the reliability, accuracy or completeness of such information. GRPR will be given sufficient access to the books, records, reports, and personnel of Client to perform the Services. Unless specifically so engaged, the Services are not intended to be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist; GRPR will, however, inform Client of any such matters that come to its attention. GRPR is not responsible either for updating nor for monitoring the use of the Services once they are completed.

No Third-Party Reliance: Any assessments made by GRPR as a part of its defined Services are designed to assist management of Client in carrying out their responsibilities, and the Services are intended solely for the benefit and use by Client. No third party will be a beneficiary of the Agreement or the Services, nor will Client cause or allow any other third party to use or rely upon GRPR's performance of the Services. In its use of the Services, Client may not attribute them to or identify GRPR without its prior written consent and GRPR disclaims any liability for use of the Services by anyone other than Client from the use of Services. GRPR is providing Services for the internal use of Client only, which Client may use in any manner provided in the Agreement, and Client will indemnify and hold harmless GRPR and its management, employees, and agents for any liability arising out of any use of the Services by any third party, which would be considered a material breach of the Agreement.

No Warranty; Limitations: GRPR warrants that (i) it will provide Services in good faith in accordance with applicable professional standards; (ii) it will comply with all applicable laws and regulations; and (iii) its work product will not infringe upon any third party's patent, trademark, or other intellectual property rights. GRPR expressly disclaims any other warranty. Neither party shall be liable to the other for any consequential, indirect, or similar damages, including lost profits, lost data, loss of goodwill or business interruption as a result of the Services. In any action to enforce or for the breach of this Agreement, the prevailing party to such action shall be entitled to recover its reasonable and necessary attorneys' fees. Except for damages related to violation of law, intellectual property infringement, gross negligence or intentional misconduct, the amount recoverable from either party for breach of this Agreement shall be limited to the net profits of GRPR performing services under the Services Agreement.

Indemnification and Insurance: Client shall indemnify, defend, and hold harmless GRPR and its directors, officers, and employees from any and all claims arising from or in connection with the performance of Services, including but not limited to statutory violations, injury or death of any and all persons and from any and all damage to property. Client and GRPR warrant that they each carry workers' compensation, comprehensive liability, automobile, and other insurance with reasonable coverage and in reasonable amounts sufficient to insure against anticipated risks in connection with performing Services under this Agreement.

Confidentiality: GRPR agrees to maintain in confidence and not disclose or use any non-public,

proprietary, or confidential information or know-how belonging to Client except as required by law or judicial process. Proprietary information refers to any information obtained from, or disclosed by, Client, or which was learned or discovered by GRPR in the performance of the Services, and which either is represented to be confidential by means of labeling or declaration or is by its nature reasonably understood to be confidential. Such proprietary information includes, but is not limited to, software, technical and business information relating to Client's inventions, or products, research and development, trade secrets, finances, customers, marketing, and future business plans. Client agrees that GRPR may use its name and logo in a client list used as marketing materials on its website or in its proposal packages.

Client agrees to maintain in confidence and protect any information obtained by it that contains proprietary or private information about GRPR or its employees or independent contractors, including but not limited to, billing rates, tools and methodologies, background information, background screening results and social security numbers.

Ownership and Intellectual Property Rights: All work products that GRPR creates, conceives, or develops in connection with performing Services ("Work Product") will be works made for hire owned exclusively by Client. To the extent GRPR utilizes its tools, methodologies, templates, playbooks or any other tangible or intellectual property in connection with the performance of Services hereunder, such property shall remain the sole and exclusive property of GRPR, and Client will be granted a perpetual, worldwide, nonexclusive, royalty free license to the extent necessary to use such property in connection with the Work Product. To the extent GRPR's work includes the creation or modification of any intellectual property in any medium including print, design, video, audio, digital or otherwise, upon completion of the work and expressly conditioned upon full payment of all fees and costs due, GRPR grants to Client limited usage rights of the final content as provided to Client. These rights shall include the right for Client to modify such work. Further, nothing contained in this Agreement prohibit GRPR from using any of its general knowledge, know-how and proprietary work product to perform similar services for others.

GRPR may retain copies of Work Product after the conclusion of Services for purposes of complying with laws and other requirements. GRPR will remain subject to the confidentiality obligations contained herein.

Client shall be solely responsible for ensuring any trademarks or domain names do not conflict with the

rights of any third party. Client shall also be solely responsible for registering all such trademark or domain names and for taking any other necessary steps to protect such trademark or domain name, along with any related regulatory compliance. The costs of such screening of trademarks or domain names, registration, and other measures shall be born solely by Client. Client shall have sole responsibility for ensuring that trademarks, intellectual property or other content provided by Client to GRPR do not infringe on the rights of third parties, and Client shall indemnify, save and hold harmless GRPR from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party alleging such infringement.

Non-Solicitation of GRPR Employees: During the term of this Agreement and for a period of one (1) year after the termination of this Agreement or the completion of the Services, Client will not solicit, induce, recruit or encourage, directly or indirectly, (nor will Client direct, encourage or assist anyone else to solicit, induce, recruit or encourage) any of the GRPR's employees or contractors to terminate or modify their relationship with GRPR.

Termination of the Agreement: This Agreement may be terminated by either Party upon thirty (30) days' prior written notice to the other Party. Any notice of termination shall be effective upon receipt. Upon such termination, Client is required to pay all fees then due and owing for Services performed up to termination by GRPR.

Entire Agreement: The Agreement represents the entire understanding between the Parties. In the event of any conflict between these Advisory Terms and Conditions and the Services Agreement, the terms of the Services Agreement will control.

Governing Law and Dispute Resolution: This Agreement shall be deemed to be made in the State of Texas and shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of its choice of law provisions. The courts of the State of Texas sitting in Harris County, Texas shall have jurisdiction over any and all disputes arising from or pertaining to this Agreement. The Parties expressly waive any other venue to which they may be entitled by virtue of domicile or otherwise and irrevocably submit to the exclusive jurisdiction of the Harris County courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.



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Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Madhuri Mohan, Planning Director
CC: Dustin McAfee, Executive Director of Development Services
Date: September 12, 2023
Re: Grace Bridge Temporary Facility - Development Agreement

Action Requested:

Consider and act upon a Development Agreement between the City of Celina and Master Cares Foundation, Inc., DBA Grace Bridge Food Bank; generally located west of future Custer Road and approximately 220 feet north of Frontier Parkway, within the City Limits. (Grace Bridge Temporary Facility – Development Agreement) (McAfee)

Background Information:

The property is approximately two acres within the City Limits. A tenant of the existing building desires to utilize three temporary, outdoor, refrigerated modular units until a new, permanent office can be secured. Please refer to the attachments for further information.

Legal Review:

N/A

Supporting Documents:

1. Draft Agreement

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.

FACILITIES AGREEMENT

This Facilities Agreement (this "Agreement") is entered into by and between Master Cares Foundation Inc, DBA Grace Bridge Food Bank (the "Developer"), and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

WHEREAS, certain capitalized terms used herein are defined in Article I; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Developer and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, on the date the City Council voted to approve this Agreement, Developer leases from MWE Holdings, LLC, 1.8678 acres of land, generally located at 6095 FM 2478, which lies within the corporate limits of the City, and within Collin County, Texas and is described on **Exhibit A** and depicted in **Exhibit B** (the "Property"); and

WHEREAS, the Developer intends to install temporary, outdoor, modular refrigeration units on the Property ("Temporary Facility") while searching for a permanent site; and

WHEREAS, the City intends to allow the Temporary Facility on a temporary basis, and the Parties intend for this Agreement to establish certain restrictions, timelines, and commitments in connection with use of the Temporary Facility; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City Regulations (as hereinafter defined), except as otherwise provided herein; and

WHEREAS, the City and the Developer agree that the development of the Property with the Temporary Facility can best proceed pursuant to an agreement such as this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I **GENERAL TERMS AND DEFINITIONS**

1.1 **Definitions.** Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

City is defined in the introductory paragraph.

City Assignee is defined in Section 6.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Property and the Temporary Facility.

Claims is defined in Section 3.2(a).

Concept Plan shall have the meaning set forth in Section 2.2.

Effective Date is the date in the introductory paragraph.

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 6.1(a).

Indemnified Party is defined in Section 3.2(a).

Parties means the Developer and the City.

Party means the Developer or the City.

Property is defined in the Recitals.

Temporary Facility is defined in the Recitals.

Term shall have the meaning provided in Section 4.1.

ARTICLE II **DEVELOPMENT REGULATIONS**

2.1 Full Compliance with City Standards. Development of the Property with the Temporary Facility, shall be subject to applicable City Regulations, except as otherwise provided herein.

2.2 Temporary Facility Regulations. The Temporary Facility shall be constructed in accordance with the Concept Plan depicted in **Exhibit B**, attached hereto and incorporated herein for all purposes (the “Concept Plan”). Such allowed Temporary Facility shall no longer be used by Developer after the Term of this Agreement.

ARTICLE III **DEVELOPMENT PROCESS AND CHARGES**

3.1 Development Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without

limitation, impact fees, tap fees, technology fees, permit fees, development, inspection fees, and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

3.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS; (III) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE TEMPORARY FACILITY; OR (IV) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO CONSTRUCTING THE TEMPORARY FACILITY OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE TEMPORARY FACILITY, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNSEL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 3.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

3.3 THE DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(i) THE REQUIREMENTS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED;

(C) VIOLATION OF ANY APPLICABLE ROUGH PROPORTIONALITY REQUIREMENTS; AND/OR

(C) NUISANCE.

(b) THIS SECTION 3.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE IV
TERM

4.1 Term. The term of this Agreement shall begin on the Effective Date and end three (3) years thereafter (the "Term"). Before the end of the Term, the Temporary Facility shall be removed from the Property.

4.2 Term Extension. Developer may request an extension of the Term for up to one (1) year in writing to the City Manager of the City. Developer shall include in the request a plan for transferring operations at the Property to a permanent site, including but not limited to, updates regarding real estate options or contracts and a timeline. Developer understands and agrees that a material inducement for the City to enter into this Agreement was the Developer's intentions of a temporary status of the Temporary Facility on the Property, while searching for a permanent site.

ARTICLE V
EVENTS OF DEFAULT; REMEDIES

5.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set

forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

5.2 Remedies.

(a) If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

(b) City's Remedies. In the event that the Developer continues to operate the Temporary Facility on the Property beyond the deadline set out in Article IV, the Developer shall pay \$1,000 to the City each day that the Temporary Facility remains on the Property thereafter.

ARTICLE VI **ASSIGNMENT AND ENCUMBRANCE**

6.1 Assignment by Developer to Successors.

(a) The Developer has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Developer and becomes an Developer of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look

solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

6.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

6.3 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement

unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

6.4 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement.

6.5 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE VII **RECORDATION**

This Agreement and all amendments hereto shall be recorded in the deed records of each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property.

ARTICLE VIII **ADDITIONAL PROVISIONS**

8.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

To the City:

Attn: City Manager
City of Celina
142 North Ohio
Celina, TX 75009
E-mail: kstovall@celina-tx.gov
TEL: (972) 382-2682

With a copy to:

Attn: Julie Fort
Messer & Fort, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
E-mail: Julie@txmunicipallaw.com
TEL: (972) 668-6400

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8.6 Entire Agreement. This Agreement, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

8.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

8.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in each county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

8.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

8.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

8.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

- | | |
|-----------|--|
| Exhibit A | Legal Description of the Property |
| Exhibit B | Depiction of the Property Location |
| Exhibit C | Concept Plan for Property and Temporary Facility |

8.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its

sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

8.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

8.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

8.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

8.17 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in the Form 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 2023.

Date: _____

CITY OF CELINA

By: _____
Ryan Tubbs, Mayor

ATTEST:

Lauren Field, City Secretary

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Ryan Tubbs, the Mayor of the City of Celina, Texas, on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

DEVELOPER:

Master Cares Foundation Inc, DBA Grace Bridge Food Bank

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2023, personally appeared _____, _____ of _____, Developer of the Property, and acknowledged that he executed the foregoing document on behalf of said organization.

Notary Public in and for the State of Texas

EXHIBIT A
DESCRIPTION OF THE PROPERTY

TRACT THREE:

SITUATED in the County of Collin, State of Texas, and being a part of the Coleman Watson Survey, Abstract No. 945, and being a part of the 2.50 ac. tract of land conveyed to Bobcat Corporation by Patrick P. Cangelosi and Sue Cangelosi by Special Warranty Deed dated February 15, 2006 and recorded in Document No. 2006-0216000211050, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch rebar found in an East line of the 34.62 ac. tract of land conveyed to Young Hei Kim in Document No. 2012-1219001618900, said Deed Records, at the Southwest corner of the 2.50 ac. tract of land conveyed to Bobcat Corporation in Document No. 2001-0037150, said Deed Records, at the Northwest corner of both said Bobcat Corporation 2.50 ac. in Doc. No. 2006-0216000211050 and the herein described tract;

THENCE North 89 deg. 49 min. 58 sec. East, with the South line of said Bobcat Corporation 2.50 ac. in Doc. No. 2001-0037150, the North line of said Bobcat Corporation 2.50 ac. in Doc. No. 2006-0216000211050, a distance of 412.56 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" in the West right-of-way line of F. M. Hwy. 2478, at the Southeast corner of said Bobcat Corporation 2.50 ac. in Doc. No. 2001-0037150, at the Northeast corner of said Bobcat Corporation 2.50 ac. in Doc. No. 2006-0216000211050 and the most Northerly Northeast herein described tract;

THENCE South 00 deg. 09 min. 12 sec. East, with the West right-of-way line of said highway and the East line of said Bobcat Corporation 2.50 ac. in Doc. No. 2006-0216000211050, a distance of 188.99 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at a Southeast corner of the herein described tract;

THENCE North 89 deg. 58 min. 27 sec. West, over and across said Bobcat Corporation 2.50 ac. in Doc. No. 2006-0216000211050, a distance of 109.75 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at an Ell corner of the herein described tract;

THENCE North 00 deg. 01 min. 33 sec. East, continuing over and across said Bobcat Corporation 2.50 ac. in Doc. No. 2006-0216000211050, a distance of 149.27 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at an Ell corner of the herein described tract;

THENCE North 89 deg. 58 min. 27 sec. West, continuing over and across said Bobcat Corporation 2.50 ac. in Doc. No. 2006-0216000211050, a distance of 116.52 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at an Ell corner of the herein described tract;

THENCE South 00 deg. 01 min. 33 sec. West, continuing over and across said Bobcat Corporation 2.50 ac. in Doc. No. 2006-0216000211050, a distance of 168.66 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at an Ell corner of the herein described tract;

THENCE South 89 deg. 58 min. 27 sec. East, continuing over and across said Bobcat Corporation 2.50 ac. in Doc. No. 2006-0216000211050, a distance of 226.33 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" in the West right-of-way line of said highway, in the East line of said Bobcat Corporation 2.50 ac. in Doc. No. 2006-0216000211050, at a Northeast corner of the herein described tract;

THENCE South 00 deg. 09 min. 12 sec. East, with the West right-of-way line of said highway and the East line of said Bobcat Corporation 2.50 ac. in Doc. No. 2006-0216000211050, a distance of 55.82 ft. to a 1/2 inch rebar found at the Northeast corner of the 1.752 ac. tract of land conveyed to The Nicid Limited Partnership in Document No. 2013-0125000113620, said Deed Records at the Southeast corner of said Bobcat Corporation 2.50 ac. in Doc. No. 2006-0216000211050, at the most Southerly Southeast corner of the herein described tract;

THENCE South 89 deg. 54 min. 05 sec. West, with the North line of The Nicid Limited Partnership 1.752 ac. and the South line of said Bobcat Corporation 2.50 ac. in Doc. No. 2006-0216000211050, a distance of 412.55 ft. to a 1/2 inch rebar found in an East line of said Kim 34.62 ac., at the Northwest corner of said The Nicid Limited Partnership 1.752 ac., at the Southwest corner of both said Bobcat Corporation 2.50 ac. in Doc. No. 2006-0216000211050 and the herein described tract;

THENCE North 00 deg. 09 min. 21 sec. West, with an East line of said Kim 34.62 ac. and the West line of said Bobcat Corporation 2.50 ac. in Doc. No. 2006-0216000211050, a distance of 263.71 ft. to the PLACE OF BEGINNING and containing 2.000 ACRES of land.



Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dustin McAfee, Executive Director of Development Services
CC: Dustin McAfee, Executive Director of Development Services
Date: September 12, 2023
Re: Shades of Green - DA Amendment

Action Requested:

Consider and act upon the First Amendment to the Development Agreement for Shades of Green; generally located south of Sunset Boulevard and approximately 1,950 feet east of KC Robinson Lane, within the City Limits. (Shades of Green – DA Amendment) (McAfee)

Background Information:

The revised agreement extends the start-up phase by three years, and eliminates the requirement for the applicant to buy-out the CCN since its controlled by the City. Please refer to the attachment for further information.

Legal Review:

N/A

Supporting Documents:

1. Draft Agreement

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (the "First Amendment") is by and among the CITY OF CELINA, TEXAS, a home rule city located in Collin and Denton County, Texas (the "City") and BRILLO VERDE, LTD, a Texas limited partnership (the "Owner"), and shall be effective on the date upon which the last of all of the parties approve and duly execute the First Amendment (the "Effective Date"). The foregoing parties are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into that certain Development Agreement concerning land previously owned by Warren A. and Amy S. Fortenberry, and Terri L. Kirkman and Karen K. Wilson (the "Property", as described in Exhibit A of the Development Agreement and in **Attachment 1**, attached hereto and incorporated herein for all purposes) and now owned by Brillo Verde, LTD (the "Owner"), which was filed in the real property records of Collin County, Texas as Instrument No. 20211118002359280 ("Development Agreement"); and

WHEREAS, except as otherwise defined in this First Amendment, capitalized terms used in this First Amendment shall have the same meaning given to such terms in the Development Agreement; and

WHEREAS, the Parties desire to clarify and amend sections of the Development Agreement regarding CCN acquisition costs and development regulations; and

WHEREAS, on September 13, 2022, the City entered into an agreement with Mustang Special Utility District ("Mustang", formerly known as Marilee Special Utility District as described in the Development Agreement), in which Mustang transferred to the City the entirety of Mustang's CCN area located in Collin County; and

WHEREAS, the Parties desire to the amend the Development Agreement to remove the capital recovery fee related to CCN acquisition costs previously required for the purchase of the water CCN from Marilee; and

WHEREAS, the Parties desire to amend the Development Standards, attached hereto and incorporated herein for all purposes as **Attachment 2**.

NOW, THEREFORE, for and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the Parties contract and agree as follows:

1. Incorporation of Recitals. The recitals contained in this First Amendment are true and correct as of the Effective Date and are incorporated herein by reference.
2. Amendment to Section 4.1 "Capital Recovery Fees". The Parties agree that Section 4.1 "Capital Recovery Fees", subsection (b) "CCN Acquisition Costs" is hereby deleted in its entirety.

3. Amendment to Exhibit C. The Parties agree that Exhibit C “Development Standards” is hereby amended to read as provided in **Attachment 2** of this First Amendment, attached hereto and incorporated herein for all purposes.

4. Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this First Amendment. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Amendment. In the event of any dispute over the meaning or application of any provision of this Amendment, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

5. Enforceability. Each Party acknowledges and agrees that this First Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

6. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to be effective as of the Effective Date. This First Amendment shall be filed in the land records of the county.

[SIGNATURE PAGES IMMEDIATELY FOLLOW THIS PAGE]

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 2023.

Date: _____

CITY OF CELINA

By: _____

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires:_____

DEVELOPER:

Brillo Verde, LTD.,
a Texas limited partnership

McCauley Real Estate Ventures LLC
PO Box 383
10620 Private Road 5117
Celina, TX 75009

By: _____
Name: Jeffrey D. McCauley
Title: Manager

By: _____
Name: Mary J. McCauley
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2023, personally appeared _____, _____ of McCauley Real Estate Ventures LLC, a Texas corporation, on behalf thereof as the general partner of Brillo Verde, LTD., a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said limited liability company.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF ____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2023, personally appeared _____, _____ of McCauley Real Estate Ventures LLC, a Texas corporation, on behalf thereof as the general partner of Brillo Verde, LTD., a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said limited liability company.

Notary Public in and for the State of Texas

ATTACHMENT 1
PROPERTY

DESCRIPTION OF THE PROPERTY

TRACT 1

Being a 4.80 acre tract of land out of the Collin County School Land Survey, Abstract Number 167, situated in Collin County, Texas, and being all of a called Tract I - 4.80 acre tract of land conveyed to Warren A. Fortenberry and wife, Amy S. Fortenberry by deed of record in Document Number 20170510000602480 of the Official Public Records of Collin County, Texas.

TRACT 2

Being a 5.00 acre tract of land out of the Collin County School Land Survey, Abstract Number 167, situated in Collin County, Texas, and being all of a called Tract II - 5.00 acre tract of land conveyed to Terri L. Kirkman and Karen L. Wilson by deed of record in Document Number 20171024001415370 of the Official Public Records of Collin County, Texas.

ATTACHMENT 2

DEVELOPMENT STANDARDS

Zoning

The property shall be zoned a Planned Development district, with the base zoning to be Commercial, Retail, & Office (“C”) district on the northern 4.80 acres of the Property and Agriculture “AG” district on the southern 5 acres to allow for a plant nursery. Additionally, nursery and garden center uses with secondary land uses associated with Agritourism shall be permitted, and shall abide by the design standards of the City, as found in the Zoning Ordinance, Subdivision Ordinance, and other applicable regulations. The project shall abide by all City regulations, as may be amended, except as follows.

Architecture

The subject property is an architecturally, historically, and culturally significant tract of land that is meaningfully located; thus, all structures shall abide by the City’s architectural standards, and as may be amended, except with architectural flexibility to fit the agritourism theme for on-site facilities, including fencing, signage, and other installations.

Landscaping

The perimeter tree requirement may be relaxed. The primary areas that shall meet full City standards are the front landscape buffer adjacent to Sunset Boulevard and any public parking areas. A pollinator garden may be installed in the landscape buffer along Sunset Boulevard.

Additional Standards

1. All parking areas shall be concrete, including any cross access. Gravel may continue to be used for the truck turn-around in the rear of the property, so long as it is not for public use during future phases. Engineering staff may consider the use of permeable paving for public parking at time of construction.
2. The dumpster, if located per the concept plan, may be screened with alternative options.
3. A temporary sales office and temporary parking may be permitted, until a permanent building and public parking is constructed, for a period that will terminate on January 1, 2028, or upon permanent building Certificate of Occupancy, whichever comes first.
4. The existing house on the property may remain residential and be occupied as a residence. However, if it converts to an office or non-residential use, or is open to the public, it shall require a Certificate of Occupancy and abide by all City regulations and building codes.
5. Staff may consider minor design alterations to achieve an Agri-tourism theme and vision for the project.



Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ogi Colakovic, GIS Director
CC: Dustin McAfee, Executive Director of Development Services
Date: September 12, 2023
Re: County Road 9 Name Change

Action Requested:

Consider and act upon a Resolution of the City Council of the City of Celina, Texas, renaming a section of County Road 9 to West J. Fred Smith Parkway. (County Road 9 Name Change) (Colakovic)

Background Information:

A portion of County Road 9 is being renamed to West J. Fred Smith Parkway. Exhibit A of the attached Resolution shows which section is being renamed.

Legal Review:

N/A

Supporting Documents:

1. Draft Resolution

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.

CITY OF CELINA, TEXAS
RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CELINA, TEXAS, RENAMING A SECTION OF
COUNTY ROAD 9 TO WEST J FRED SMITH PARKWAY**

WHEREAS, the City Council of the City of Celina adopted a revised street name approval policy, and map with historic name placeholders on May 12, 2015;

WHEREAS, policies of the City are revised from time-to-time;

WHEREAS, the City Council of the City of Celina desires to honor the historic heritage of the early families who settled in Celina; and

WHEREAS, the City Council of the City of Celina also desires to recognize prominent citizens, both living and deceased;

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

SECTION 1: The following street names shall be changed effective September 22nd, pending corresponding County approval on September 18th. Street placards shall be replaced with the adopted names, and notice shall be given to property owners along such streets of the official change:

- County Road 9, from the intersection with North Dallas Parkway as its Western Boundary, to the intersection with W FM 455 as its Eastern Boundary, shall become W J Fred Smith Parkway, as depicted in Exhibit A.

SECTION 2: The City Council reviewed the revised Policy and hereby adopts the same,

SECTION 3: This Resolution shall take effect immediately upon its passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of September, 2023.

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

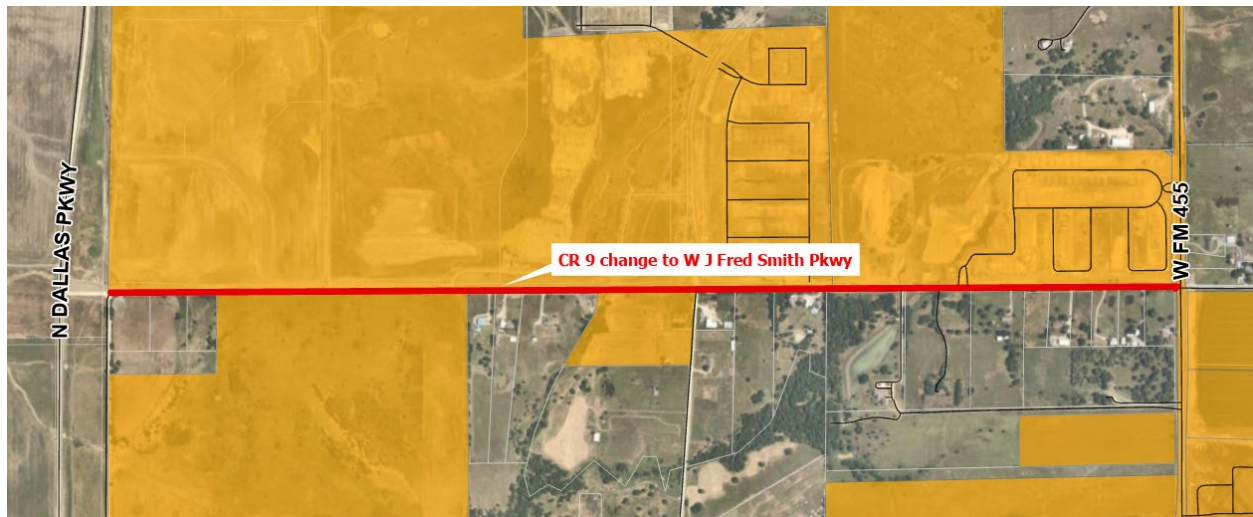
Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

Julie Fort, Attorney for the City
City of Celina, Texas

Exhibit "A"
Proposed County Road 9 Renaming Limits





Life Connected.

Library
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Linda Shaw, Director of Library
CC: Kimberly Brawner, Assistant City Manager
Date: September 12, 2023
Re: Adoption of the 2023 Library Master Plan

Action Requested:

Consider and act upon a Resolution of the City Council of the City of Celina, Texas, adopting the 2023 Library Master Plan; and providing an effective date. (Shaw)

Background Information:

In September of 2022 the City Council approved a contract with 720 design to develop a Library Master Plan. Over the last year the Library team has visited libraries across the state of Texas and has obtained a vast amount of community input for future Library space and programs. The proposed Master Plan incorporates input from over 1200 community members and stake holders.

Current programs and services will be adjusted to match the proposed service recommendations and the proposed plan will be fully implemented in the future Government Center after being constructed.

Legal Review:

N/A

Supporting Documents:

1. Council Resolution Library Master Plan
2. Library Master Plan - Final

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CELINA, TEXAS, ADOPTING THE 2023 LIBRARY MASTER
PLAN; PROVIDING A REPEALING CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on October 13, 2022 the Celina City Council approved a contract with 720 Design for the development of a Library Master Plan; and

WHEREAS, the City in consultation with 720 Design gathered community input and visited libraries around the State of Texas to create a plan for future library spaces, programs, and services in Celina; and

WHEREAS, the 2023 Library Master Plan will increase utilization of future library space within the Government Center and throughout the City; and

WHEREAS, the 2023 Library Master Plan, attached hereto as Exhibit “A”, has incorporated the goals of the City’s Strategic Plan; and

WHEREAS, the Library Board has reviewed and recommended approval of the 2023 Library Master Plan; and

WHEREAS, the City Council has reviewed the 2023 Library Master Plan and finds that the same should be adopted.

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

SECTION 1: That the 2023 Library Master Plan, attached hereto as Exhibit “A”, and incorporated herein for all purposes, is hereby approved and adopted in its entirety.

SECTION 2: That all provisions of the Resolutions of the City of Celina, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3: That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Celina, Texas, on this the 12th day of September, 2023.

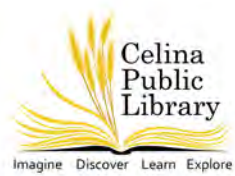
CITY OF CELINA, TEXAS

Ryan Tubbs, MAYOR

Attest:

Lauren Vaughns, CITY SECRETARY

EXHIBIT “A”
2023 Library Master Plan



CELINA PUBLIC LIBRARY MASTER PLAN



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INTRODUCTION:

LETTER FROM THE DIRECTOR

Things are changing in the City of Celina. Unparalleled growth in new neighborhoods, businesses, and population brings with it a sense of pride and optimism as Celina works together to realize the meaning of the City's tagline, "Life Connected."

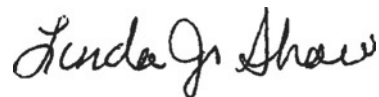
Celina Public Library welcomes the opportunity to serve all Celina residents. The vision of the Celina Public Library is to challenge the status quo by being an affirmative change agent that facilitates the development of an enriched, informed, and connected citizenry that live, play, and work together to create the absolute best future for Celina. The Library fulfills this vision by providing a current collection of books, media, and electronic materials, friendly and knowledgeable staff, and programs for all ages.

The Library is cozy, comfortable, and not so quiet. Like the City, it is time for the library to grow. For the past several months, library staff increased their knowledge of the Celina

community and its needs by visiting libraries across North Texas to imagine what a 21st Century Library might look like. These lessons are described in this new Master Plan. It delivers direction for planning, building, and growing library services that fulfill the needs and expectations of Celina residents now and in the future.

I thank the committed people who participated in this project. I am particularly grateful for the many Celina residents of all ages who gave their time to answer surveys, attend master planning events, and visit the library. I thank the Celina Public Library Board, the City, and community leaders for their time given to assist in the creation of the Master Plan. As a collaborative endeavor, the plan mirrors the aspirations of the community, and we hope you help the plan come to life.

Respectfully,



LINDA J. SHAW
CELINA PUBLIC LIBRARY

EXECUTIVE SUMMARY, RECOMMENDATIONS + NEXT STEPS

INTRODUCTION

The **2023-2040 Celina Public Library Master Plan** was developed in consultation with the Library Board, Parks Board, Community Leaders, Citizen Library Stakeholders, and City/Library staff. Led by library design consultant, 720 design Inc., this *Master Plan* seeks to be comprehensive, actionable, forward thinking and develops creative space planning options to allow the library to respond to community needs, desires, and goals through 2040.

GOALS

At the commencement of the *Master Plan* development, Library and City leaders were asked to specify in further detail the “criteria for a successful *Master Plan*.” The goals identified were:

- Incorporate the City of Celina’s core values into the plan:
 - **Excellence:** Dream big!
 - **Community:** Engage as much of the community as possible.
 - **Integrity:** Make the right choices as stewards of the community’s resources.
 - **Service:** Provide a library that has something for everyone in the community!

- Develop an actionable plan for services and facilities including short term, mid-term, and long-term recommendations.
- Identify a “cool factor” that could be used as a unique attractions.
- Provide a report that includes a destination library that maximizes the downtown square and interaction with the community.
- Prepare an achievable plan that is relevant and adaptable in the future including utilization of nontraditional solutions.

STRATEGIC PLAN GOALS

In addition, the goal of the Master Plan was to follow and support the City’s stated Strategic Plan. The City’s mission is to preserve its heritage, flourish as a close-knit, ever-growing Celina. The library is a pillar in each of the City’s stated goals:

EXECUTIVE SUMMARY, RECOMMENDATIONS + NEXT STEPS

1. Be the Life Connected.

The Celina Library exemplifies the opportunity to make connections city-wide. As more people move to the city, the library is often one of the first impressions and first places residents visit. The Library and the Downtown Square will serve as a foundational element in providing a space for the community to gather. The Library building and the staff will ensure residents have a good first impression of the City.

“I think the library should be advertised as the place for all NEW residents to go to learn about what there is in Celina (not just the history). Since we don’t have a designated Visitor’s Bureau, the library should be the Welcome Center to the City.”

- FROM COMMUNITY INPUT SESSION

2. Be the Unique City

The Celina Public Library, with its planned presence on the historic downtown square, is poised to both preserve the heritage of the city and embrace current and future residents. The Library Master Plan has identified elements of the future library space and programs which will create a unique feature in Celina’s downtown.

3. Be the City of the Future, Connected to it’s Past

The Celina Public Library reflects the city’s unique culture in its collection development, planned expansion of programming services, and as the keeper of the city’s past as the population grows. From preserving documents to hosting community meetings, the Library will preserve the past and reach for the future.

“Libraries are a cornerstone of towns like Celina. They provide people with free, valuable resources and are incredibly beneficial to those especially that are lower income.”

- CITIZEN COMMENT

4. Be the City Built on Public Safety

The Celina Public Library has been and will continue to be a safe place for the community to gather. The Library and the Downtown Square are poised to be locations where ideas can be shared. A place where the community can come together to share news and celebrate success.

5. Be the City of Servant Leaders

The Celina Public Library epitomizes the notion of Servant Leadership. By expanding the library programming outside the library’s four walls, we will be best equipped to serve the community with the programs they seek. The addition of a mobile

EXECUTIVE SUMMARY, RECOMMENDATIONS + NEXT STEPS

bookmobile will extend the library services into new and existing neighborhoods. Expanding library events onto the Downtown Square, utilizing the council chambers to host events, and growing various library programming elements will expand the use of the existing and future collections and increase the opportunities for interactions for the library staff with the community.

6. Be the City of Innovative Infrastructure

The Celina Public Library Master Plan recognizes the high demand for library services and identifies opportunities where technology can be integrated into the library operation. The Library Master Plan identifies the need for desktop computers which are available to the general public, laptop vending machines for those residents who come to the library to do research and need mobility, fully smart meeting rooms which include video conferencing capabilities, and high-tech maker space elements. The library will host a multitude of technological infrastructure for the community's use. This plan is sustainable in its incremental growth that can be modified as new technological needs are identified to serve a community.

7. Be the City of Small Business

The community identified the availability of resources for small businesses as highly important in interviews with several

community groups. The Library Master Plan incorporates elements targeted to small businesses such as providing a place to meet and access available resources. Business owners can take advantage of high-tech spaces like small meeting spaces with smart screens and video conferencing capabilities and a larger conference room that could be reserved to host bigger meetings. The library will have copiers, scanners, 3-D printers, and other technology elements that will be accessible to small business owners and community. The library will be able to host various classes that will help small businesses grow such as computer programming and bookkeeping skills.

8. Be the City that Shares Our Story

As a City, we want to share our story through what we say, what we publish, the improvements we construct, and the things we do. We want to share what we are working on, the great things happening, and who we are as a City. By infusing these communication strategies through each Strategic Plan goal, we will successfully communicate the stories, efforts, events, and information that matters to residents.

***"I AM SO GLAD THAT IT WILL BE A BIGGER AREA.
LOVE HAVING A LIBRARY."***

- CITIZEN COMMENT

EXECUTIVE SUMMARY, RECOMMENDATIONS + NEXT STEPS

PURPOSE

The purpose of this Master Plan is to define the space needs of the library for the next 10 years based on Texas Standards, Peer Benchmarking, and most importantly, Community Input. This plan will be used to guide the strategic thinking related to future library decisions that best serve the community. This is a living document, meant to be understood as a guide to be updated as population growth, demographics, and library best practices evolve over time.

PLANNING PROCESS

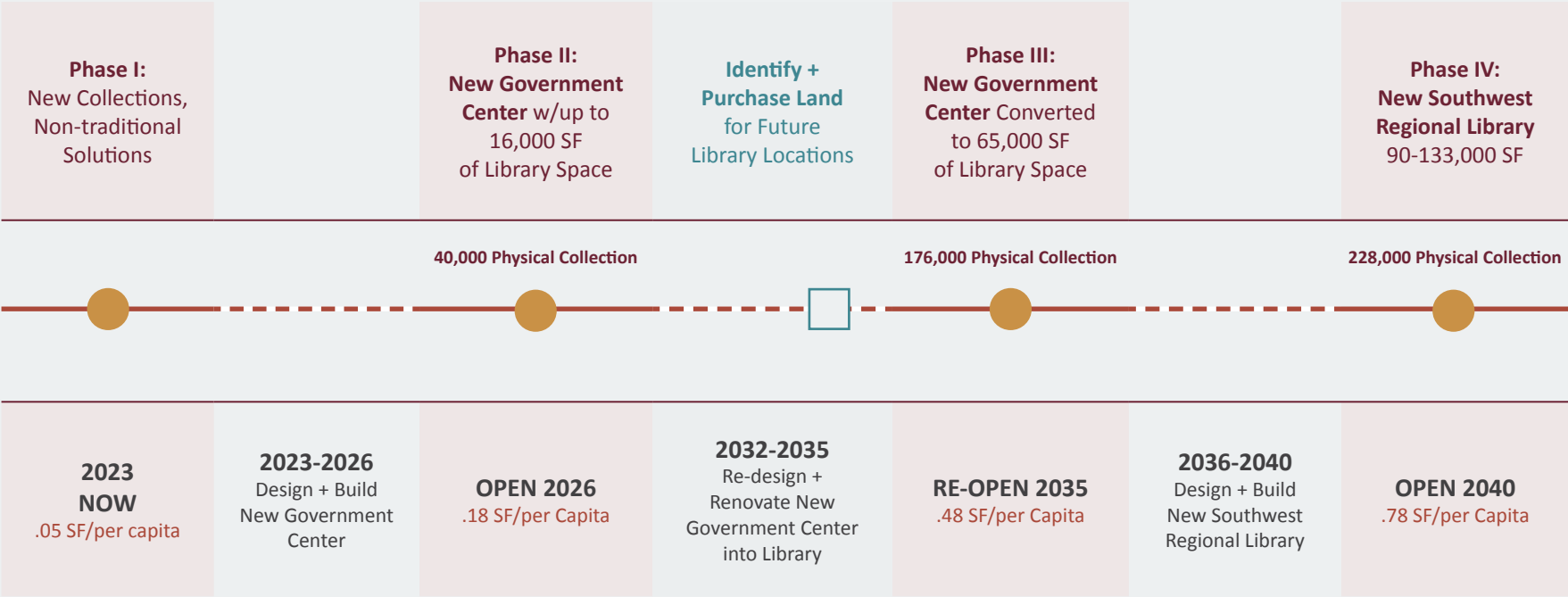
- **The process was enlightening.** Library and city staff embarked on tours of the most recently completed major library projects in Texas to gather lessons learned, witness trends and best practices, and understand what these libraries did right and what they might change.
- **The process was inclusive.** Over 1,000 residents of Celina participated either in person, virtually, or via a survey to provide their input on the future of library services in the City.
- **The process was informative.** By combining the community's desires for library services with standards and best practices from the State of Texas we found a strong need for additional space to meet the level of "exemplary" services as defined by the State of Texas.

RECOMMENDATIONS FOR THE FUTURE OF THE CELINA PUBLIC LIBRARY

Based on data gathered during the Master Plan process, the consultants formed conclusions regarding the current Celina Public Library and developed recommendations for future library facility needs. The key issues identified were capacity and capability of the library's current space and facilities, future space and service needs, location, and site parking issues. These issues are addressed throughout this report.



TIMELINE OF EVENTS



EXECUTIVE SUMMARY, RECOMMENDATIONS + NEXT STEPS

FACILITY SPACE RECOMMENDATIONS	PROJECTED POPULATION	SF PER CAPITA	EXISTING SQUARE FOOTAGE	NEW TOTAL SQUARE FOOTAGE	TIMELINE
2023-2026					
PHASE I: Present in 2026	51,315	0.05	2,400	16,000	Present: 3 Yrs.
2026-2035					
PHASE II: Identify or purchase 8-10 acres of land for New Regional Libraries in Southwest and North Sectors of the City					
New Government Center: Partial Library Use	90,328	0.18		16,000	2023-2026
2032-2035					
PHASE III: New Government Center: Converts to Full Library Use	135,179	0.48		65,000	2035
2032-2035					
PHASE IV: New Regional Library	198,622	0.78 1.00		90,000 133,000	2040
TOTAL LIBRARY SPACE TO MEET EXEMPLARY STANDARDS:			171,000 - 214,000		

EXECUTIVE SUMMARY, RECOMMENDATIONS + NEXT STEPS

SERVICE RECOMMENDATIONS					TIMELINE
COLLECTIONS					
Collection Policy	- Update check-out limits to be in line with peer libraries check-out policy. - Review consortium and access by City of Celina library users. - Develop collection development policy to meet the following per capita and TSLAC weeding standards.				2023
Increase Collection Size		2026	2035	2040	5 Yr. Increments
Physical Collection	Update collection per the policy notes above.	Increase to 100,000 Vols	Increase to 176,000 Vols	Increase to 228,000 Vols	
Digital Collection	Review consortium and access by City of Celina library users	42,000	98,000 items	144,000 items	
TECHNOLOGY					
Technology Vending	Remove one Desktop Station and replace w/Laptops Anytime or similar: www.laptopsanytime.com/				2024
Meet Minimum Technology Requirements for Desktops	Vending	26	45	68	
STAFFING					
Update organizational chart and job descriptions for new services and programs in the new building					Continuous
OPERATIONS					
Increase operating budget to allow for an increased physical collection, more accessible digital collection, and increased staff.					Continuous

EXECUTIVE SUMMARY, RECOMMENDATIONS + NEXT STEPS

PROGRAM RECOMMENDATIONS				
Age Bracket	Phase I (2023)	Phase II (2026)	Phase III (2035)	Phase IV (2040)
Baby (< 18 mo)	Storytime (Weekly)			Baby Space
Toddler (18 mo -3)	Toddler Storytime (Weekly)		Preschool Playspace	Kids' Market
Preschool (3-6)	Preschool Storytime (Weekly)	Kindergarden Readiness (Monthly) Reading Development (Monthly)	Kindergarden Readiness (Weekly) Reading Development (Weekly)	
School Age (6-10)	Character Events (Annual) Lego Building Hour STEAM Programming (Monthly)	Character Events (Quarterly) Cultural Programming (Quarterly) Reading Development (Monthly) STEAM Programming (Weekly) Writing Workshop (Monthly)	Character Events (Monthly) Cultural Programming (Monthly) Digital Media Workshop Reading Development (Weekly)	Cultural Section Dedicated Play Space
Preteen (10-13)	Craft Program (Quarterly) Reading Development (Quarterly) STEAM Programming (Quarterly) Technology Programming (Quarterly) Tween Gaming	Craft Program (Monthly) Cultural Programming (Quarterly) Reading Development (Monthly) STEAM Programming (Monthly) Technology Programming (Monthly) Writing Workshops (Monthly)	Cultural programming (Monthly) Digital Media Workshop Maker Space Theater Club (Monthly)	Cultural Section Sound Studio Writers Retreat
Teen I (13-15)	Craft Program (Quarterly) STEAM Programming (Quarterly) Technology Programming (Quarterly) Teen Gaming	Craft Program (Monthly) Cultural Programming (Quarterly) STEAM Programming (Monthly) Technology Programming (Quarterly) Volunteer Programming Writing Workshop (Monthly)	Cultural Programming (Monthly) Digital Media Workshop Maker Space Sound Studio Teen Space Theater Club (Monthly)	Cultural Section Sound Studio Writers Retreat
Teen 2 (15-17)	Craft Program (Quarterly) STEAM Programming (Quarterly) Technology Programming (Quarterly) Teen Gaming Writing Workshop (Quarterly) College Ready Programming	College Prep (Monthly) Craft Program (Monthly) Cultural Programming (Quarterly) STEAM Programming (Monthly) Technology Programming (Monthly) Teen Gaming Volunteer Programming Writing Workshop (monthly)	Cultural Programming (Monthly) Digital Media Workshop Maker Space Sound Studio Teen Space	Cultural Section Kitchen Studio Sound Studio Writers Retreat
Young Adult (18-25)	Adult Coloring Book Club Craft Program (Quarterly) Technology Programming (Quarterly) Writing Workshop (Quarterly)	Adulting 101 (Quarterly) College Success (Monthly) Craft Program (Monthly) Technology Programming (Monthly) Volunteer Programming Writing Workshop (Monthly)	Adulting 101 (Monthly) College Success (Monthly) Cultural programming (Monthly) Digital Media Workshop Maker Space Sound Studio	Cultural Section Genealogy Section History Section Kitchen Studio Sound Studio Writers Retreat
Adult 1 (>25)	Adult Coloring Book Club Craft Program (Quarterly) Technology Programming (Quarterly) Writing Workshop (Quarterly)	Adult Education (Quarterly) Book Club (Specialty) Craft Program (Monthly) Cultural Programming (Quarterly) Genealogy (Quarterly) Gardening Programming (Quarterly) History Programming (Quarterly) Technology Programming (Monthly) Volunteer Programming Writing Workshop (monthly)	Adult Education (Monthly) Cultural Programming (Monthly) Digital Media Workshop Gardening Programming (Monthly) Genealogy (Monthly) History Programming (Monthly) Maker Space Theater Club	Cultural Section Genealogy Section History Section Kitchen Studio Sound Studio Writers Retreat
Family	Mom & Child Annual Dad & Child Annual Movie Night	Comic Con Grandparent & Grandchild Event Seasonal Activity ³	Library of Things Maker Space	Library of Things (Expanded) Maker Space (Expanded)
Special Event	Beware on the Square Book Sale (Annual) Christmas on the Square Fall Break Spring Break Programming Summer Reading Comic Con	Summer Reading (Expanded) Seasonal Activity ³ Comic Con (Expanded)	Library of Things Maker Space	Library of Things (Expanded) Book Sale (Bi-annual)

¹ Maker space creates weekly meeting for crafting group

³ Spring, Summer, Fall, Winter

⁴ Dedicated craft space for daily programming

Digital Media Workshop provides for weekly programming opportunities

ACKNOWLEDGMENTS

COUNTY COUNCIL:

Sean Terry, *Mayor*
Jay Pierce, *Mayor Pro Tem, Place 2*
Wendie Wigginton, *Deputy Mayor Pro Tem, Place 4*
Phillip Ferguson, *Place 1*
Andy Hopkins, *Place 3*
Mindy Koehne, *Place 5*
Tony Griggs, *Place 6*

CITY STAFF:

Jason Laumer, *City Manager*
Kimberly Brawner, *Assist. City Mgr – Public Services*
Karla Stovall, *Assist. City Mgr – Internal Services*
Dusty McAfee, *Exec. Dir. of Development Services*
Anthony Satarino, *Dir. of Strategic Services*
Mark Metdker, *Fire Chief*
John Cullison, *Police Chief*
Linda Shaw, *Library Director*
Jessica Kanaan, *Library Services Supervisor*
Amy Alexander, *Director of IT*
Alden Gleason, *Enterprise Architect*
Wes Frank, *Strategic Services Analyst*
Drew Jenks, *Public Services Analyst*

LIBRARY BOARD:

Becky Freeman
Daryl Meyer
Molly Page
Jo Rutt
Corinne Weaver
Aaron Zapata

PARKS BOARD:

Morgan Brown
Lassine Konate
Juan Martinez
Russell McDaniel
Alan Upchurch
Caroline Park
Ryan Samuelson

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Niki Carbajal
Kaitlin Tramonte

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(Library Consulting)
Mary Cook, NV5
(Technology Consulting)

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LeiAnn Stovall, *District Library Specialist*
Rhonda Thornton, *Librarian*
Russell McDaniel, *Assist. Superintendent of Student Services*
Ryan Contreras, *Dir. of Career and Technical Education*

CELINA HOME SCHOOL GROUPS:

Alissa Dare
Stephanie Lopez
Amy Peacock

CITIZENS OF CELINA:

Too many to list – Thank you to all 1,200!



REPORTS

A stylized illustration of a brown bear standing on a red background. The bear is wearing green overalls with a yellow button. It is looking down at a small yellow flower with black leaves on the ground. A large yellow sun is in the top left corner, and a yellow lightning bolt is in the top right corner. A black line represents the horizon.

1 | INTRODUCTION, METHODOLOGY
+ COMMUNITY INPUT

INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

A BRIEF HISTORY OF CELINA PUBLIC LIBRARY

Celina Public Library began as Celina Community Library on February 3, 1992; a joint-use library located in Celina High School shared by city residents and high school students. In 2008, after 16 years, the City of Celina and the school district ended their library partnership when the high school moved into a newly constructed building. As a result, the city committed to opening a municipal-supported library.

In 2007, City Hall moved to a larger building and allocated 2,400 sq. ft. of office space for use as a public library. The mayor appointed a Library Advisory Board in late 2008. In March 2009, the City Manager, Jason Grey, hired a full-time Library Director, Linda Shaw, who he tasked with planning the renovation of the office space and implementation of public library services for the Celina community.



INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

After being without a library for 22 months, Celina residents celebrated the opening of Celina's first standalone public library on October 21, 2009. Refurbishing the interior of the library with eye-catching new paint, carpeting and shelving for 1,000 additional books in 2020 gave the library a face-lift. For the benefit of library borrowers, the library purchased a convenient self-checkout kiosk in 2022.

When the library opened in 2009, the population of Celina was around 5,000. The library had a book and media collection of approximately 7,000 items. The library staff consisted of two part-time library assistants and the director and was open 38 hours a week, Tuesday through Saturday.

Now, in 2023, the population of Celina is slightly over 43,000. The library book and media collection are 20,631 holdings. Three full-time and four part-time staff serve library visitors

60 hours a week Monday through Sunday. Residents and staff are confident the library's best years are just ahead.

“I’m just really excited a library is asking for ideas because they are one of the last bastions of community in our day and age that have the capability to educate and influence the people.”

- STATEMENT FROM ONLINE SURVEY



INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

The **2023-2040 Celina Public Library Master Plan** was developed in consultation with the Library Board, Parks Board, and Community Leaders, Citizen Library Stakeholders and City/Library staff. Led by library design consultant, 720 design inc., this Master Plan seeks to be comprehensive, actionable, forward thinking and develops creative space planning options to allow the library to respond to community needs, desires, and goals through 2040.

The goal of the Library Master Plan is to assess community needs, provide detailed information about current and future space and service needs, identify future programming opportunities, identify standards, and make recommendations for achieving those standards.

LIFE CONNECTED

“Life Connected” is the guiding principle for the future of Celina, as championed in the city’s strategic plan. The City of Celina’s vision from that plan is “To preserve our agricultural heritage and flourish as a close-knit and ever-growing Celina Family during explosive and planned growth of our city, while providing a unique and extraordinary quality of life, complemented by a significant array of high-tech and desirable businesses, agritourism assets, special places, and connections.”



INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

The core values of Celina are:

- Excellence
- Community
- Integrity
- Service

These core values are referenced throughout this master plan as touchpoints for the way the library should deliver services in the future.

EXISTING LIBRARY

The Celina Public Library currently consists of a single 2,400 square foot location at 142 North Ohio Street located in the heart of the downtown square and as part of City Hall. The vision of the Celina Public Library is to be a premier participant in the development of an enriched, informed and connected community that lives, grows, works, and plays in a quality hometown environment.

The City of Celina Planning Department lists the current population of the City as 37,815. The Celina service area population including its extra territorial jurisdiction is 43,126. The City's population is expected to grow to over 190,000 by 2040.



INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

POPULATION PROJECTIONS:

YEAR	POPULATION	EXTRA TERRITORIAL JURISDICTION
2023	37,815	43,126
2025	51,315	55,104
2030	90,328	99,500
2035	135,179	149,500
2040	198,622	210,000

Source: Celina Planning Department

In addition, as the fastest growing city in North Texas for the last five years, the city expects to reach a build out population of approximately 400,000.

PLAN DEVELOPMENT

At the commencement of the Master Plan development, Library and City leaders were asked to specify in further detail the “criteria for a successful Master Plan:”

- Incorporate the City of Celina’s core values into the plan:
 - **Excellence:** Dream big!
 - **Community:** Engage as much of the community as possible.
 - **Integrity:** Make the right choices as stewards of the community’s money.
 - **Service:** Provide a library that has something for everyone in the community!
- Develop an actionable plan for services and facilities including short term, mid-term, and long-term recommendations.
- Identify a “cool factor” that could be used as a unique attraction
- Provide a report that includes a destination library that maximizes the downtown square and interaction with the community.
- Prepare an achievable plan that is relevant and adaptable in the future including utilization of nontraditional solutions.

“**Keep the library full of old Celina history and tradition!”**

- STATEMENT FROM ONLINE SURVEY

INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

THE PURPOSE OF THE PLAN

The 720 design, Inc. consulting team recommends the City of Celina implement the Library Master Plan for the following reasons:

- ***It is a comprehensive plan.*** The plan coordinates the diversity and growing population in Celina across 78 square miles so the library can serve the entire community for the next several years.
- ***It is realistic.*** The plan addresses current needs of the community and sets the bar for excellence in 21st Century Library services for the entire city through a variety of service methodologies and phases the plan in a fiscally responsible manner.
- ***It is an equitable plan.*** The master plan recommends near term construction as well as long term additional locations that will provide excellent access to the city citizens for collections, technology and programming.
- ***There is a strong need for library space.*** The master plan recommends spaces that allow the Celina Public Library to meet the state of Texas standards and community needs for space, collection, study rooms and technology based on data and extensive community input gathered throughout the process.



CELINA 2040 CAGR (COMPOUND ANNUAL GROWTH RATE) FORECAST		
YEAR	POPULATION	CAGR
2019	18,860	-
2020	22,632	20%
2021	27,158	20%
2022	32,047	18%
2023	37,815	18%
2024	44,622	18%
2025	51,315	15%
2026	59,013	15%
2027	67,865	15%
2028	74,651	10%
2029	82,116	10%
2030	90,328	10%
2031	99,361	10%
2032	107,310	8%
2033	115,894	8%
2034	125,166	8%
2035	135,179	8%
2036	145,993	8%
2037	157,673	8%
2038	170,287	8%
2039	183,910	8%
2040	198,622	8%

INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

THE PLANNING PROCESS

According to the Celina 2040 Comprehensive Plan, the City of Celina grew at a 22% Compound Annual Growth Rate from 2014-2019 and will continue to grow at a rate between 8% to 18% through 2040. The Library must be ready to grow with the rapidly changing community it serves. It is expected that the population will reach nearly 198,000 by 2040. This *Master Plan* strives to provide a comprehensive look at the Library's aging and undersized infrastructure and provides a coordinated, phased plan of action that guides capital improvements over the next 17 years.

With a total area of 78 square miles, the city has the space to support the rapidly growing population but poses challenges for access and site selection for future library facilities. The sheer size of the city requires planning for multiple libraries as well as nontraditional services like book mobiles, pop-up locations, vending, and library lockers in order to provide library services within a 15-minute drive for all residents.

The scope of the *Master Plan* includes an analysis of the capacity for the existing Library to service current and projected populations, recommendations for transforming the library into a system with a downtown presence, regional and main libraries and recommendations and alternative service methodologies. The 720 design team conducted a facility assessment of the current facility to evaluate its utilization (space planning for efficiency and functionality as it relates to library best practices). The existing library was refreshed in 2020 with new carpet and furniture to more effectively use the space available.

INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

This remodel effectively uses every inch of available space by utilizing 90" shelving throughout the adult sections, a combination service/work desk, and wall storage to the ceiling for library staff. In addition, the consulting team interviewed the library staff in small groups to extract data regarding the functionality and efficiency of the library staff work processes.

- The staff work room is undersized and has no natural light. The existing staff offices are in a former bank safe. Library staff must move supplies or other projects to find workspace. There is no quiet space for detailed work or space to store personal belongings.
- Library staff needs a space that is organized with enclosed storage, a big worktable for projects, and a more functional work area to better serve the public.
- The Service Desk should provide a first impression, and a welcoming face to support the small-town feel/personal touch the city desires.
- Even in this small space, the library finds a way to host all attendees for the weekly for baby and toddler story

time. Preschool story time occurs in the Council Chambers because the library cannot host the 130 people that attend. The existing library often hosts more than 20 individuals for their Lego events in the existing space. Think of the opportunities with library space to support these initiatives!

- Collections are selectively grown as a new item requires the weeding of an existing one.

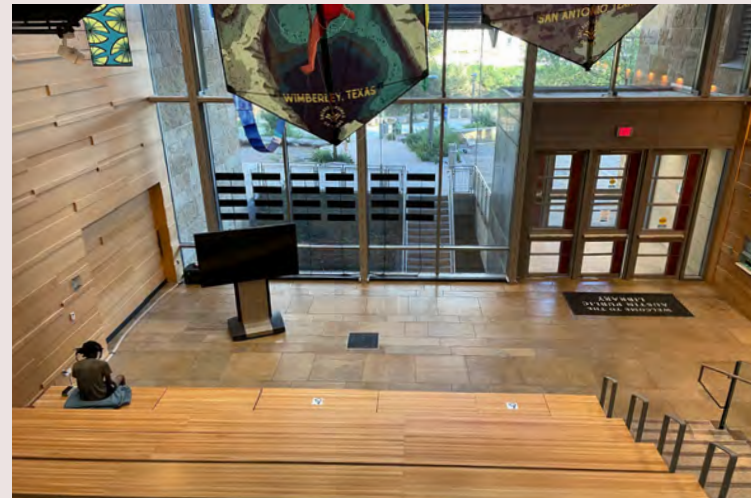
DISCOVERY TOURS

Prior to beginning the master plan process, library and city staff and consultants toured Texas libraries to evaluate best practices and new services at new and renovated libraries across the region. This information gathering was invaluable to the planning process as staff provided pictures and images of aspirational services, systems, furniture, and layouts to be incorporated into the Celina Public Library culture. Lessons learned during this process were used to generate images for community input as well as develop a common architectural vocabulary for the consulting team.

INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

MAJOR LESSONS LEARNED:

1. Lower Shelving (66" maximum) should be utilized for visibility, security, and a bookstore atmosphere, in lieu of 90" shelving that is currently used in the Celina Library. In addition, all the libraries visited indicated that they wish they had included casters on all shelving to allow the flexibility to move the collection.
2. The tour attendees noted that story rooms, multi-purpose rooms, and technology rooms that included movable walls for flexibility allowed space to be utilized more often and more efficiently.
3. Programming space – flexible for scheduling in the library.
4. Multi-purpose space - Make really good use of this space as the opportunities are endless.
5. Stair – used for programming and gathering.
6. Staff Work Areas – must be functional and efficient for workflow and collaboration.
7. Technology – high-tech spaces for the public and utilize for staff efficiency (AMH, self service study rooms, self-check-out stations)
8. Lighting – adequate and appropriate
9. Electrical – plugs everywhere, utilize laptop vending for convenience and space savings
10. Furniture – variety to accommodate different uses, plugs at every seat.



INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

WHY WE CHOOSE THESE LIBRARIES

Ten (10) tours of Texas Libraries were planned and embarked upon including:

AUSTIN PUBLIC LIBRARY:

- This Texas Library was a must visit for its incorporation of outdoor desks, rooftop gardens, Children's Area, and expansive Teen space. This library was awarded the 2018 Best Library in the World by the International Federation of Library Associations.



INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

SEGUIN PUBLIC LIBRARY:

- The Seguin Public Library is the closest in size to the current needs of the Celina Public Library and also features two outdoor reading decks in proximity to the downtown square.



INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

BUDA PUBLIC LIBRARY:

- Shared with the Buda City Hall, the Buda Library offered lessons learned in space planning for a 16,000 SF library with shared city hall spaces.



INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

SAN MARCOS LIBRARY:

- The San Marcos Library chosen for its expansion and renovation of an existing space with the future in mind – a mindset important for the Celina Master Plan.



INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

LEWISVILLE LIBRARY:

- Located in the city municipal complex, the library offered insights into the shared spaces and parking as well as a state-of-the-art maker space.



INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

CITY OF MCKINNEY LIBRARY:

- This library was selected for its incorporation of interesting features including a garage door that connects the children's activity room to an outdoor plaza.



INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

EULESS LIBRARY:

- The Euless Public Library was built at 40,000 SF with a 10,000 SF future shell for planned expansion. The library also offers extended access to the lobby, Wi-Fi, printing, and copying before the library opens.



INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

CITY OF ARLINGTON GEORGE W. HAWKES DOWNTOWN LIBRARY:

- This three-story library provided insight into the future of the Celina Public Library when the library could be all three stories of the new Government Center. Opportunities for acoustic zoning and workflow were observed.



INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

FRISCO PUBLIC LIBRARY:

- The discovery tour team visited the old Frisco Public Library that shared a building with City Hall and the new library in the converted Rocket Factory to understand the data, budget, and staffing driven decisions that led to the new building.



INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

WYLIE PUBLIC LIBRARY:

- The Wylie Public Library was selected as a Library that is part of the Wylie Municipal Complex and an interesting teen and quiet reading room design.

For more information on the Discovery Tours **please see Appendix A.**



INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

STAKEHOLDER INPUT – COMMUNITY FOCUS GROUPS

Overview: The core values identified by the City of Celina and the Celina Public Library facilities planning process directed the team to be as inclusive to the community it serves as possible.

In preparation, the team created library vision boards with key services and spaces observed on the Discovery Tours and designed “Celina Dollars” to allow the community to set priorities for an expanded library. Each attendee was given five (5) fake \$100 “Celina Dollars” to put in the envelope under the library space/service that they felt was most important to include in a new library.

- The kickoff event at the Celina Christmas on the Square event on November 30, 2022.
- Re-used the boards at two story times on January 6th and January 13th, 2023, at the City Hall Council Chambers.
- Attended a senior luncheon on January 18th, 2023, with the vision boards.
- On February 6th the consultants presented to the Library and Parks Boards with the vision boards.
- Allowed city and library staff to participate in voting on the vision boards on February 16th, 2023.

Participants were generous in providing their time for this exercise. Over 420 citizens participated in the process in person that resulted in the following Top 10 images:



INTRODUCTION, METHODOLOGY + COMMUNITY INPUT



NO. 1 | CODING, eSPORTS + eGAMING

1 | CODING, eSPORTS + eGAMING

If the Library were to expand to include this type of space they could offer the following programs:

- Monthly Teen + Adult tournament, with possible annual championship
- Summer Coding Camp for Kids - During the Summer children can watch someone talk about Coding 101 topics, then put them to use
- Family/Friendly Themed game nights - like Wheel of Fortune, Teen Music Trivia, etc.

2 | STORY TIME/ACTIVITY ROOM

The Library currently offers limited story time in the shared Council Chamber. A dedicated space would result in expanded programming opportunities like:

- Regular story time 3x a week - Toddler, Baby + all ages on Fridays
- Begin bilingual story times
- "I'm the Storyteller" - Kids can sign up to read to other kids with Librarian supervision
- Room could be used off hours for meetings with the City Manager, or for tax assistance
- Adult Craft Nights - etch a pint glass or tea glass, crochet a scrunchie, make a candle
- Flower Arranging Class - take a grocery store bunch and turn it into something unique
- Bad Art Night - you don't have to be Monet to paint! Grab some friends for a fun night
- Book Club meetings - we can expand to have other book clubs meet as well



NO. 2 | STORY TIME/ACTIVITY ROOM

INTRODUCTION, METHODOLOGY + COMMUNITY INPUT



NO. 3 | STUDYING/HOMEWORK/TUTORING/HOME SCHOOL SPACES

3 | STUDYING/HOMEWORK/TUTORING/HOME SCHOOL SPACES

Small group study rooms are the most used spaces in all public libraries. With spaces that accommodate one (1) to six (6) people the library could offer spaces that would accommodate the following activities:

- Small areas can be used for regularly scheduled home school days and tutoring sessions
- Interviews and one-on-one business meetings
- Work from home users like the chance to get out of their home into a new space



NO. 4 | CHILDREN'S INTERACTIVE

4 | CHILDREN'S INTERACTIVE

A space for kids can be contained (for safety and joyful noise!), but fully engaged in learning play and getting ready to read through play.

INTRODUCTION, METHODOLOGY + COMMUNITY INPUT



5 | ROOF DECK

Outdoor spaces were popular among both the in-person input sessions and Online survey. The roof deck being one of the most desirable. Citizens and library staff envision activating that space with the following potential activities:

- Plant Swap - people come to event with cuttings from their houseplants and
- Pick up a whole new set of plant cuttings. Celina Garden Club can be on hand
- To answer questions about plant care, advertise for their Celina Garden Tour, etc.
- Special outdoor children's activities - Earth Day, Garden storytime, sensory play
- Al Fresco food tasting event
- Public park meeting space
- Shared space with retail space

INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

6 | STEAM LEARNING

A changeable flexible space for creation in the library.
The youth librarians would go through one of the STEAM kits on display and talk about the uses and how to check them out.

Program elements:

- Building a simple machine
- Robotics
- Ball wall
- Microscopes
- Art stations

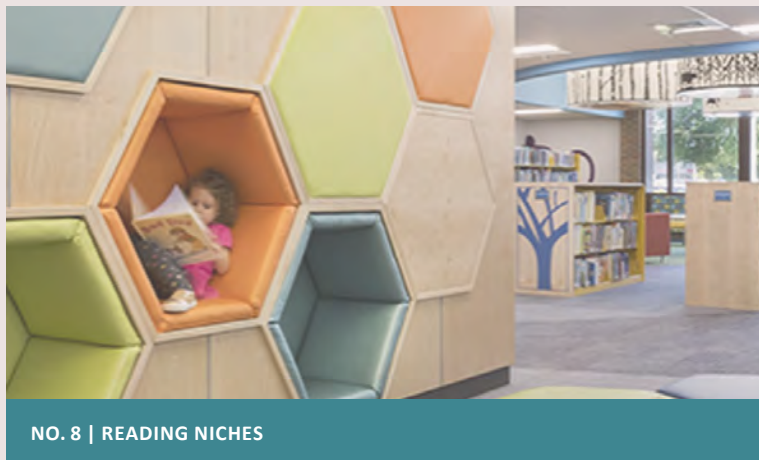
“ *It would be nice to have a library like a Barnes & Noble bookstore.”*

- STATEMENT FROM ONLINE SURVEY



NO. 6 | S.T.E.A.M. LEARNING

INTRODUCTION, METHODOLOGY + COMMUNITY INPUT



7 | CAFE/GATHERING/TUTORING AREA

Envisioned as a multi-purpose space at the entry of the library a café/gathering/tutoring area would allow for library and community uses like:

- Food tasting/pairing night
- “Jar”-cutorie event (like charcuterie, everyone makes a spread, but in a mason jar)
- Starting point for Photo Walk - guest photographer does a quick “Photos 101” then everyone explores downtown, taking pictures. Can do separate events for “Phone Pics” and “No Phone - Old School!”
- Cookie Swap - Everyone makes 2 dozen cookies with 24 recipe cards and everyone gets to take home one of each of the different cookies, getting the recipes in the process.
- A place to get a snack
- A public location to meet a tutor
- A meet up for social gatherings

8 | READING NICHES

Creating a space for kids of all ages to snuggle into a space and read was important to the community in creating a unique space for the citizens of Celina.

INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

9 | COMFORTABLE SEATING

The current library has limited seating which results in a library that is more transactional (select and check out materials and take them home) versus a space that encourages library users to sit a while, visit with a neighbor, accomplish a task while in the library.

10 | PROGRAMMING/PERFORMANCE

A large, flexible multi-purpose space could be used for community activities that promote education, support small businesses, and provide entertainment. These is a space to make community connections – live connected!

- Beer 101 - learning basics of beermaking from Roll-ertown Beerworks (local brewery)
- Adulting 101 - speaker series for teens and adults about things
- Summer Reading Performers would utilize this space
- Music - local bands, singers and orchestra can have small gatherings, coffee shop style



NO. 9 | COMFORTABLE SEATING



NO. 10 | PROGRAMMING/PERFORMANCE

INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

CITY LEADERSHIP INTERVIEWS SUMMARY:

In addition to the visioning exercise, the consultants interviewed 10 groups for input on the importance of the library in Celina. Participants included:

- City of Celina Executive Team
- Celina Public Library Power Users
- Celina Homeschool group -Stephanie Lopez, Amy Peacock, Alissa Dare
- Celina Independent School District (CISD) Assistant Superintendent of Student Services – Russell McDaniel
- CISD High School Librarian – Rhonda Thornton
- Celina Library Board & Parks Board (Joint Meeting)
- Celina Chamber of Commerce
- CISD Literacy Specialist – LeiAnn Stovall
- CISD CTE Director – Ryan Contreras
- Celina City Council – Council Meeting

Most interviewees are library users but many frequent other libraries in addition to or in lieu of the Celina library. Some users even use libraries in other states. All agreed the library does a tremendous amount with the resources they have but need more advertisement of the programs (“the library should toot its

own horn!”) and more resources would be helpful. There was a consensus that a library has the capability of providing value, contributes to economic development, and adds to the quality of life.

The most important role a library can play centered around a few themes:

- ***A place to meet:*** Study, conferencing, and meetings and a place to meet your neighbor
- ***A place for activity:*** More hands-on activities like maker spaces, recording studios, robotics, etc.
- ***A place that connects:*** Community Partnerships
- ***A place that is high-tech:*** The library can serve as an alternate work place for those who work from home. The Library provides access to those without the Internet or general work equipment or for gaming and coding, celebrating being a GIG city!
- ***A place that supports education:*** Literacy, STEAM, summer slide, and homeschool groups

INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

When asked what is changing in Celina and how the library help address these changes the participants indicated the growth in population was, “fast and diverse.”

For example, Celina ISD stated there are over 70 languages spoken in the schools. Residents identified the library as a place for new residents to meet longtime residents. As the landscape shifts from rural to more urban, the library is a place that can help recall history and create a bridge to the future.

The unique character of Celina was discussed. Participants identified the following characteristics:

- Long history of agriculture, cattle, ranching, and railroads
- Maintains small town feel as it grows:
 - People know each other
 - Gather in the downtown square
- Incredibly neighborly
- People jump up to help
- Small town feel but near everything you need
- Very welcoming
- *Live the Life Connected* tag line



INTRODUCTION, METHODOLOGY + COMMUNITY INPUT



INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

The Library and Parks boards indicated the Library's future should be centered around books, including eBooks and audio downloadables. Additionally, the books should also serve a multipurpose, with several participants asking the Library to incorporate shelving on casters, thereby creating an important place that brings the community together. The boards discussed the library as an opportunity for social learning in the STEAM realm, programs for languages and supporting training for local businesses. The library is a place for those who work from home to be around other people.

The boards also recognized challenges such as: increasing levels of staffing required to provide expanded services and convenient parking for those that will be excited to visit the new library.

The boards strongly supported the concept of keeping the library as a presence/anchor for the downtown square and endorsed the development of future library locations, including potential locations in the new regional parks, to serve the entire community.

The Library and Parks Board agreed that the top five (5) library priorities should be:

1. Functionality
2. Community Hub
3. Inviting Space
4. Blend of old and new
5. A place of connection

ONLINE SURVEY SUMMARY:

The consultants, 720 design, Inc., in collaboration with PolCo National Research Center, worked with the Library and city staff to develop an Online survey that would work to expand community participation in the planning process. The survey was limited to 12 questions with one "open-ended question" to allow participants an opportunity to comment.

The city utilized its contact list of over 14,000 e-mail addresses added to the Library's 2,231 subscriber e-mails to advertise the Online survey in addition to placement in the Employee Newsletter, Community Newsletter, City's Social Media platforms, and word of mouth. The publicity drew 567 participants across the city between January 9th and February 15th. The results were then sorted by PolCo and are **summarized in Appendix B.**

INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

FAST FACTS:

- 77% of the respondents have a Celina Library card. Those between 25-40 years old and over 65 were most likely to have a library card.
- 20% of respondents use the Frisco Public Library and 18% use the Prosper Public Library.
- Over 60% use the library to check out books. The next highest use at 55% use the library to attend a children's programs.
- The top barrier for respondents not using the library was a lack of parking (25%), the perception the library does not offer what residents need (25%), and the atmosphere is not appealing (23%).
- More than 90% rated it essential or very important for the library to be a lifelong learning center for people of all ages.
- Nearly 90% say the library should be a source for early literacy and programming.



INTRODUCTION, METHODOLOGY + COMMUNITY INPUT

(CONT.) FAST FACTS:

- What additional services or programs would you like:
 1. Children's Activities Area – 17%
 2. More Books – 9%
 3. More Space – 8%
 4. Quiet Room, Meeting Rooms – 6%
 5. More Digital/Technology – 6%
- The open-ended question centered on spaces and services for children. (Provided in Appendix B.)

In total, well over 1,200 Celina residents participated in the Library Master Planning process which resulted in a space needs program that reflects the unique nature of the City of Celina.





2 | BENCHMARKING + STANDARDS REPORT

BENCHMARKING + STANDARDS

ABOUT BENCHMARKING

Benchmarking is a comparison of performance among similar libraries that can be used to assess strengths and identify areas needing improvement. Library benchmarks utilized here are quantitative statistics related to library size, operating revenue, circulation, revenue, program attendance, staffing and visits as part of this Facilities Master Plan.

Comparing the performance of the Celina Public Library to libraries in similar communities allows the city, library, and consulting team to highlight areas of excellence to maintain as well as under-performing areas that may require further study or action in the library master plan. The comparisons also provide persuasive data for change, reports to the state and elected officials. For example, benchmarks indicating comparative data of an under-sized library building can help build a case for additional space or a new facility.

Benchmarking is not to be considered in a vacuum. It does not represent a complete assessment of library performance.



BENCHMARKING + STANDARDS

Data should be approached with an open mind and an interest in understanding the reasons why. Benchmarking results must be viewed within the context of a library's unique situation, including its community demographics and expectations, facilities now and planned, financial situation, and management philosophy. It should be used in conjunction with Online surveys, community focus groups and City leadership interviews as detailed in this full report in order to develop a complete picture of performance.

Some considerations:

- The American Library Association (ALA) and the Pew Research Center have published comparative data regarding library budget allocations by state. Historically, personnel expenses comprising roughly 60% of a library's budget have been considered optimal. Personnel targets has ticked upward over the last decade to 65-70%—even higher in major metropolitan areas or for libraries that are unionized—as the costs of healthcare and other benefits have increased. However, the number and quality of staff is directly tied to the level of service to library users and as services provided increase, staffing levels must also increase.

The Celina Public Library expenditure for staff is 86%. When this data is expanded, we understand that this is related to the number of programs offered (like much larger libraries) and the lack of space to expand a physical collection.

- Some numbers, such as the number of items in the collection need to be supplemented with additional information so as to be meaningful. For example, the number of holdings alone does not take into account the age, condition, accessibility of the collection/library or other attributes that fully describe the quality of the collection and potential explanations for lower than expected check out rates

The Celina Public Library is in a situation where for every new book purchased, one must be weeded due to lack of space.

- Many statistics have hidden “cause-and-effect” attributes, revealed only after further investigation. For example, libraries with short loan periods and more renewals will tend to have larger circulation numbers than peers with longer loan periods and fewer renewals.

Or, in the case of the Celina Public Library, severe shortage both space and parking may result in lower library use and program

BENCHMARKING + STANDARDS

attendance. In addition, the limit of 15 books checked out per person is much lower than many surrounding libraries.

Library	Limit to Check-out
Celina Public Library	15 items
McKinney Public Library	200 items
Denton Public Library	75 items
Allen Public Library	50 items
Plano Public Library	50 items
Frisco Public Library	100 items

- There are many opportunities for data entry errors, including both the library and the databases providing access to the numbers.
- Data reflects past performance. For this report the most recent publicly available information, was pulled from the 2021 Texas Public Libraries Statistics, Texas State Library and Archives database.

This study considers figures most important to the planning effort, vision, concerns, and facility master plan.

IDENTIFIED PEER LIBRARIES

The most meaningful benchmarking data is obtained by selecting peer libraries similar in size, population, and finances. The design team used the “Library Statistics and Accreditation Data Base” program on the website of the Texas State Library and Archives Commission to identify peer libraries.

Link to standards can be found here:
[Texas Public Library Standards | TSLAC.](#)

Criteria focused on:

- Libraries serving a rapidly growing population that reflect the future size of Celina
- Libraries serving similar demographics
- Cities that the City of Celina typically compares itself to

“ Comfortable chairs, fireplace, interactive play for children (similar to Frisco), comfortable outside seating, private meeting rooms, events for children and seniors, and a central hub for downtown.”

- STATEMENT FROM ONLINE SURVEY



BENCHMARKING + STANDARDS

FINAL PEER SET:

LIBRARIES
McKinney Public Library Systems (Texas)
Denton Public Library System (Texas)
Allen Public Library System (Texas)
Plano Public Library System (Texas)
Frisco Public Library System (Texas)

It should be noted the peer set has value beyond the completion of this report. Sharing information on a regular basis with peers can be a worthwhile activity, providing more precise and comprehensive benchmarks and facilitating ongoing discussions about best practices.

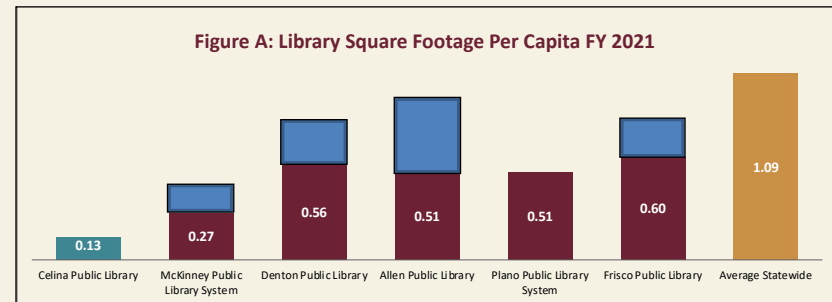
BENCHMARKING OVERVIEW

One of the most important comparisons is *per capita* use—that is, how frequently are services used by the population. Per capita use allows cities to compare their services without considering the population of the communities because it is based on services per person and not the size or budget of the library.

FACILITIES

Comparing the size of libraries is an important check on the square footage of library space per resident. The space available to provide services affects every service metric to follow including the space available for a physical collection, library programming, space for the community to sit, and library provided technology.

▼ **FIGURE A: LIBRARY SQUARE FOOTAGE:** (light blue boxes indicated a planned expansion for the library beyond the 2021 reporting numbers):



In terms of space per capita, the Celina Public Library ranks last in its Texas peer group. In addition, this benchmark is based on 2021 existing space in each of the peer libraries. Further investigation indicates that Denton is planning a new 40,000 SF branch, Allen will double the size of their single location), and Frisco Public Libraries just opened a

BENCHMARKING + STANDARDS

new 158,000 SF main library. They are also in the midst of opening, planning, or funding significant additional space, which is shown in light blue on the graph. Based on this *Master Plan*, Celina is also planning a future expansion.

Ultimately, however, square footage recommendations are most accurately determined by calculating the space required for the collections, seats, technology, meeting/classroom/conference space, and staff space required to offer services at the volume needed to meet the community's demand for library service. Square footage recommendations are discussed in detail in the Facility Analysis Report section of this Master Plan.

FINANCIALS:

According to a study commissioned by the Texas State Library and Archives Commission in 2017, Texas public libraries provide \$2.628 billion in economic benefits to the state. Locally, "for every one dollar spent, libraries offered \$4.64 worth of services, resources, and economic opportunity to communities."

"Libraries bring tremendous value and function as key engines of economic vitality to their communities," according to former Texas State Library Director Mark Smith.

Study Shows \$2.628 Billion in Economic Benefits from Texas Public Libraries | TSLAC

For this reason, operating revenue is an important data point to understand when creating a master plan for the future of libraries in a community.

OPERATING REVENUE:

Operating expenditures, as used in the Texas Public Libraries Annual Report, are any costs associated with the day-to-day operation of the library. There are three main categories for which information is collected:

- Staff expenditures (salaries/wages/benefits)
- Collection material expenditures
- Other operating expenditures (services/fees/maintenance/utilities/travel/etc.)

Operating Revenue in the report is a list of the source of funds that are used for library operating expenditures. The majority of Texas public libraries have funding appropriated to the library by the city or county or both. Other sources may be federal pass-through grants, non-profit foundations, and local donors or patron fees.

BENCHMARKING + STANDARDS

According to the 2021 Annual Report, Celina Public Library ranked lowest in total operating revenue.

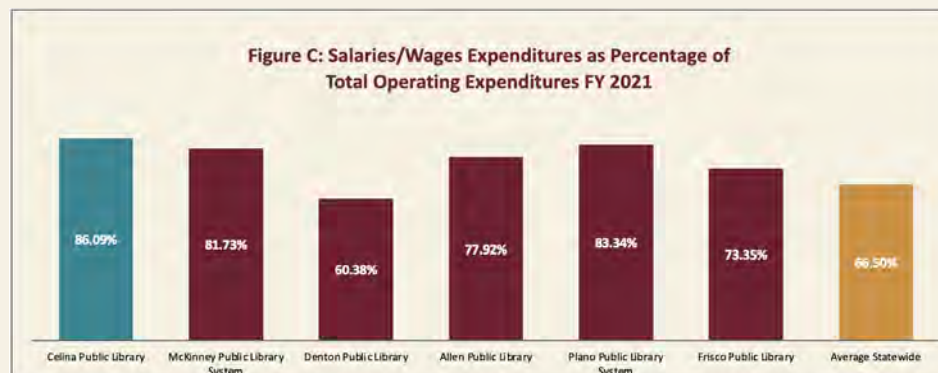
▼ **FIGURE B: OPERATING REVENUE PER CAPITA FOR FY 2021**



Celina Public Library ranked lowest among peer libraries as well as the average statewide operating revenue. The operating expenses are divided into 86% for salaries (higher than the statewide average of 66.5%), and 9% for library materials (less than half the Texas average).

Of the \$13.51 for operating, \$0.59 is used for physical materials and just \$0.07 (9%) for digital materials in the collection.

▼ **FIGURE C: SALARIES/WAGES EXPENDITURES FOR FY 2021**



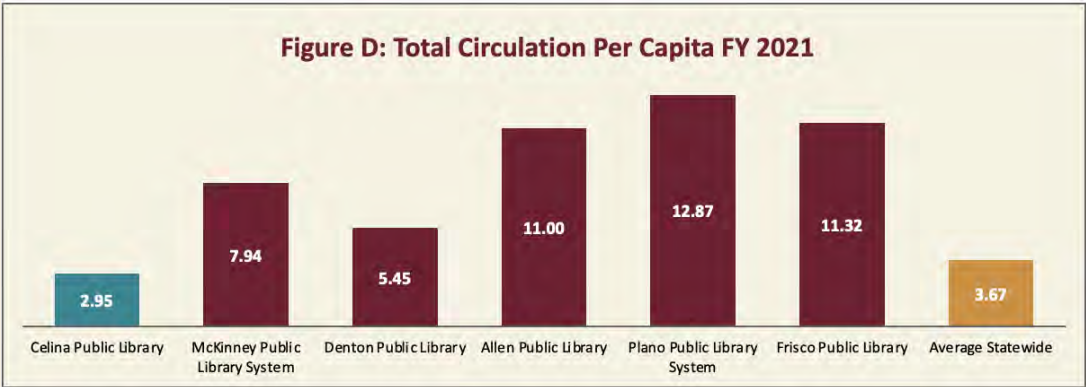
LIBRARY USE CHARTS

Overall, Celina Public Library has challenges to address in lower-than-expected circulation, reference questions, and program attendance. When considering rationale for why this may be so, the top reasons identified by the community are minimal parking available to library guests, crowded nature of the shelves, and limited digital materials, no dedicated program space, and lack of seating. Each of these make the current facility a challenge for the community to access and utilize the library.

BENCHMARKING + STANDARDS

TOTAL CIRCULATION PER CAPITA

Circulation per capita indicates the number of books checked out per person in the city and indicates the size and usefulness of the collection.



◀ **FIGURE D: TOTAL CIRCULATION PER CAPITA:** Figure D illustrates the number of books, eBooks, and other materials checked out by library users per capita. Celina Public Library has the lowest circulation per capita, by a wide margin, among peer libraries.

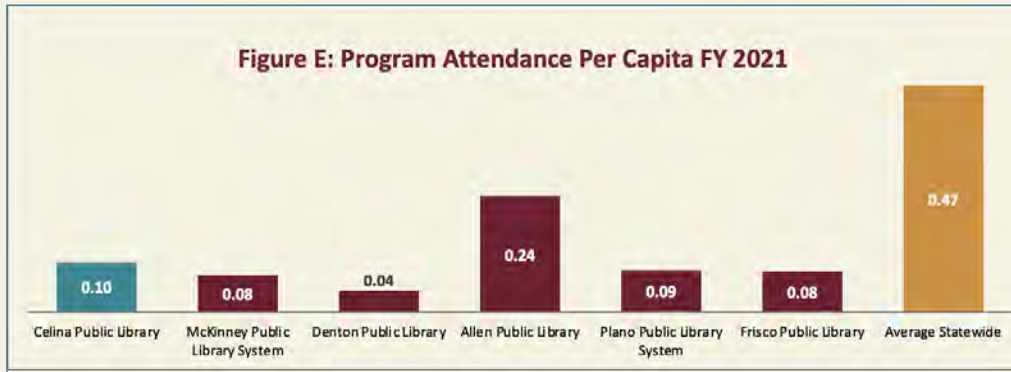
Consider: According to community interviews and library best practices, Celina’s 90” tall shelves are too tall and too full to find materials.

Leadership interviews indicated anecdotal remarks regarding the collection size (shelves are uncomfortable to reach and collection too limited), the space is over-crowded limiting access, residents keeping memberships to libraries in other cities/states to maintain access to a wider collection) and was near the top of reasons cited for not utilizing the Celina Public Library more in the online survey.

Discovery tours indicated lower shelves are more visible for browsing and encourage greater use.

BENCHMARKING + STANDARDS

PROGRAM ATTENDANCE PER CAPITA



▲ **FIGURE E: PROGRAM ATTENDANCE PER CAPITA:** This chart illustrates the number of library users that attended programs in 2021. This per capita number is comparable to other cities with similar populations but larger facilities, Celina Public Library ranked on par among peer libraries but below the average statewide program attendance per capita. This data speaks to the library's ability to utilize adjacent space in the downtown square and the city council chambers to provide space for highly desired library programs – in particular, the highly attended story times. Having these programs in the library would likely increase material circulation because it would be more convenient for families to check out materials in the same space they are attending the program.

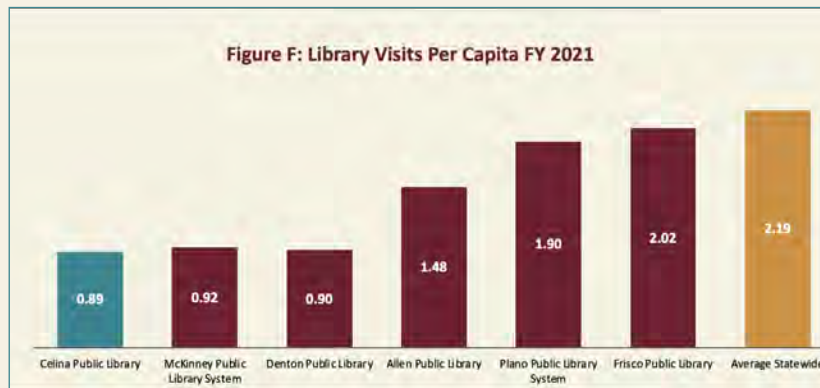
Consider: There are no programming spaces in the current library, and there is a lack of parking for those trying to attend. Allen Public Library has a 300 person auditorium that they frequently fill for regional programs. The Frisco Public Library in (2021) had a dedicated story time room and access to two meeting rooms. The McKinney Public



BENCHMARKING + STANDARDS

Library has two large multi-purpose rooms, a teen program room, a training room, and a children's activity room. Library programs require space.

▼ **FIGURE F: LIBRARY VISITS PER CAPITA:**



LIBRARY VISITS PER CAPITA

Celina Public Library ranked last by a very narrow margin among peer libraries and far below the average statewide library visits per capita. Leadership interviews indicated that the library does not offer places to sit and stay. Power-users of the library utilize the digital collection whenever possible and use the library transactionally (i.e. they check out books but don't stay).

Consider: Lack of parking and seating. Some citizens provided input that the library's hours were not convenient, and that the library does not have what they are looking for in the collection.

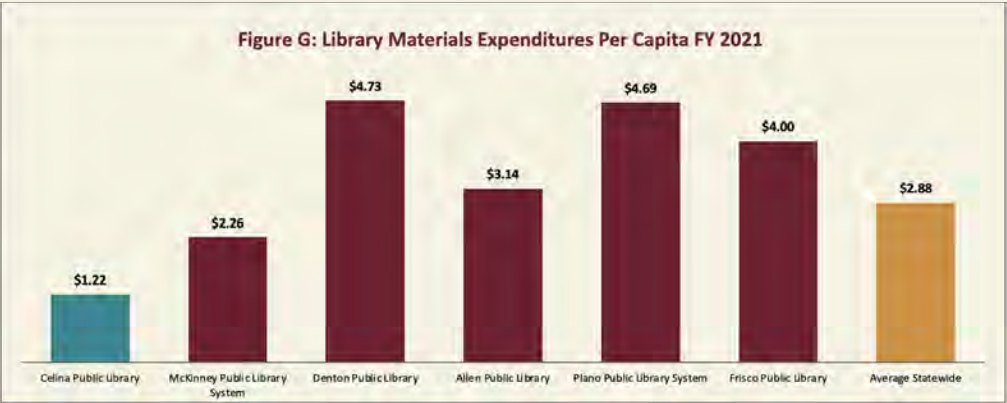


BENCHMARKING + STANDARDS

COLLECTIONS

Celina Public Library spent a lower percentage of its budget on collections in 2021 than any other peer library—9.03%, compared to the peer set average of 11.02% (or 10.35% on statewide average). The Minimum Standards for Accreditation of Public Libraries in the Texas State Library System indicates a library should spend at least 15% of its budget on collections in Texas.

▼ **FIGURE G: LIBRARY MATERIALS EXPENDITURES PER CAPITA**

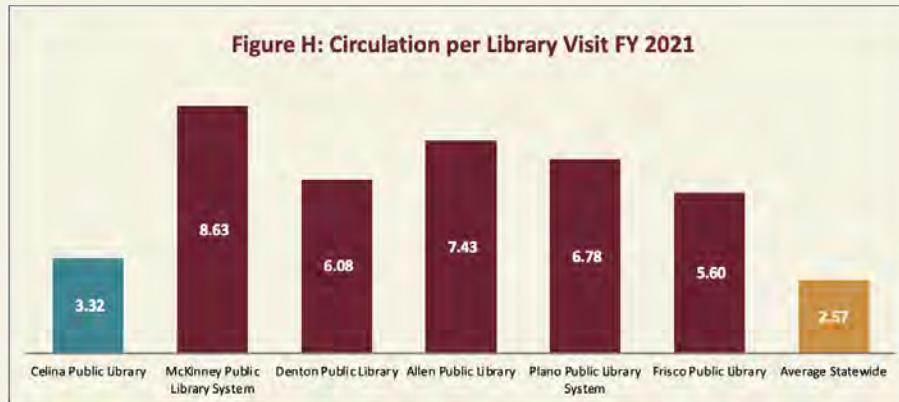


The relatively low expenditures have been perhaps necessary, as Celina Public Library is currently in a position of removing an item for every new item that enters the library due to lack of space.



BENCHMARKING + STANDARDS

CIRCULATION PER LIBRARY VISIT PER CAPITA



◀ **FIGURE H: CIRCULATION PER LIBRARY VISIT** : How many items library visitors check out on a visit is measured by the circulation per visit chart.

Celina Public Library ranked last among peer libraries but surpassed the average statewide library circulation per library visits per capita.

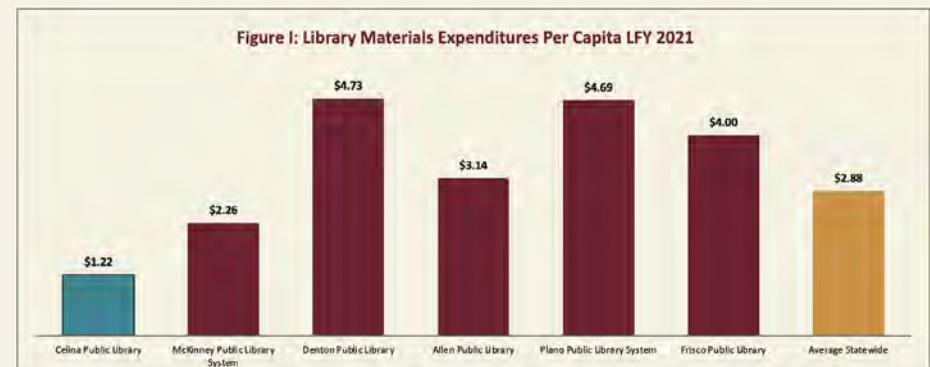
Consider: If all participants from story time were in the library more books would be checked out. Reconsidering the limit of 15 books per library card holder may also be beneficial to the community and this metric.

LIBRARY MATERIALS EXPENDITURES PER CAPITA

Celina Public Library ranked last among peer libraries and the average statewide library materials expenditures per capita. There is no room for additional materials in the current space – every book purchased means one must be removed.

PERSONNEL

The Celina Public Library spends 86% of its budget on personnel. In Texas, libraries are averaging around 66.5%. But, the salaries/wages expenditures per capita are low indicating there are too few staff to serve community of Celina's size see ▶ **FIGURE I - FIGURE K**.

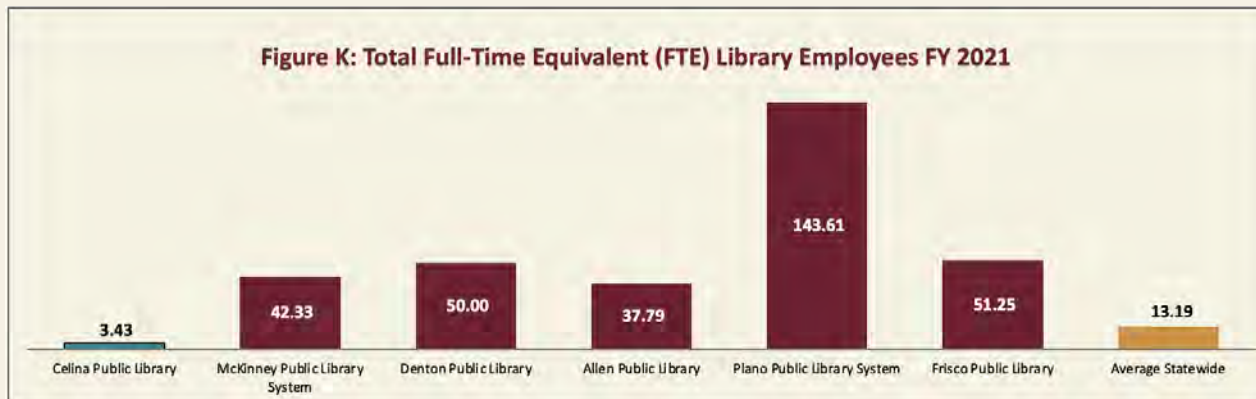


BENCHMARKING + STANDARDS

▼ [FIGURE J: SALARIES/WAGES EXPENDITURES](#)

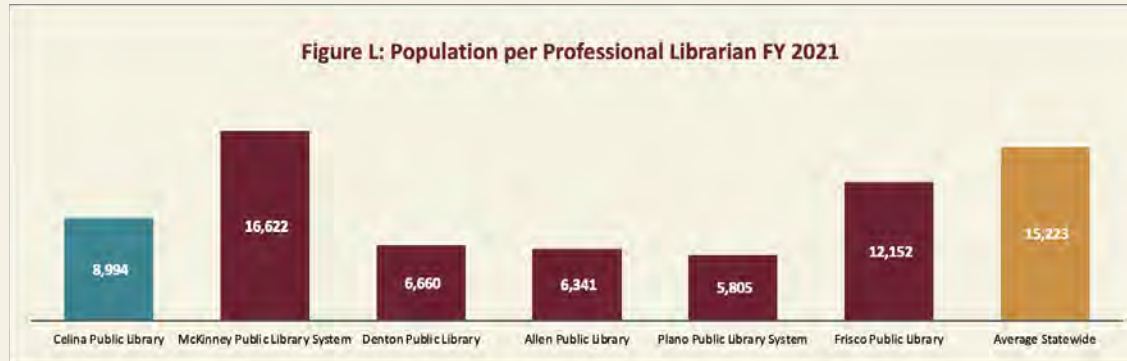


▼ [FIGURE K: TOTAL FULL-TIME EQUIVALENT LIBRARY EMPLOYEES](#)



BENCHMARKING + STANDARDS

▼ FIGURE L: POPULATION PER PROFESSIONAL LIBRARIAN



Celina Public Library has the third highest Professional Librarians per population – better than the state average by nearly 50%.

Consider: Celina Public Library has a highly knowledgeable staff that is an underutilized resource when patrons can't easily access the building.

“ I love the library, and I am excited to see it grow. In general a larger space with additional materials and resources would be great.”

- STATEMENT FROM ONLINE SURVEY



BENCHMARKING + STANDARDS

CONCLUSIONS REGARDING THE LIBRARY BENCHMARKS

The Library excels at producing resource efficiency by utilizing adjacent space for youth programming and maximizing its digital collection.

However, the benchmark data indicates the Library is at a tipping point. Its physical collection is small and little used. Benchmark data shows Celina Public Library has less space, less staff, less materials, and less funding than other North Texas Library peers. These metrics lead to less visits by the community it serves.

Peer comparisons are useful in providing a quantitative method to compare against a mean of “what is.” But, being descriptive of the current situation, they cannot provide predictive or prescriptive information to set future direction or strategic goals of what “should be.”

The overall message from the benchmarking comparisons is that Celina Public Library is too small and too underfunded to offering the exemplary levels of services its citizens expect.

“ *As a homeschooling family, we often need an affordable place to meet with other families for socializing, programs, and classes.”*

- STATEMENT FROM ONLINE SURVEY



BENCHMARKING + STANDARDS

ABOUT STANDARDS

There are a number of different methods for determining whether facilities should expand and when local conditions indicate additional buildings. The various methods of assessing and determining future space requirements include:

- Reference national (Public Library Association, American Library Association) or state (Texas Library Association) standards
- Use benchmark libraries for comparison
- Reference functional element “standards” – formulas for calculating library space needs based on the collection, seating, and staff areas required to meet the community’s needs.

In addition, and perhaps most importantly, library space planning should factor micro-cultural desires based on the unique characteristics and culture of the community. The consultants gathered this data through the online surveys, city-wide leaders’ meetings, and community input events described in previous sections of this report.

In Texas, we utilize the *Texas Public Library Standards 2014 Revision* that was developed by the Committee on Public Library Standards in order to “*promote the quality of library service to*

all Texas, raise the expectations of library clientele, and to provide an authoritative document by which library quality may be measured.” However, because libraries have changed dramatically in the last 10 years we use this as a baseline for planning with updates on technology, collections (including eBooks and streaming that were little used in 2014), and the need for the library to serve as a community gathering space as indicated by the Celina Library community input.

See [Appendix C for additional information](#) on the changing nature of public libraries.

FUNCTIONAL ELEMENT STANDARDS FOR DETERMINING SPACE ADEQUACY

Ultimately, however, square footage recommendations are most accurately determined by calculating the space required for the collections, seats, technology, and staff space required to offer services at the volume needed to meet the community’s demand for library service.

Functional element standards use formulas to calculate space needs for each aspect of library service (collection, seating, and technology) and for the staff areas required to support public services. These are totaled to determine the overall space requirements to meet the community’s needs.

BENCHMARKING + STANDARDS

The formulas are further informed by establishing the necessary spaces for the primary building components and data from an assessment of the Library’s service profile and local library needs determined by community feedback.

The consultants utilized both standards and functional elements to evaluate the needs of the Celina Public Library.

A new 65,000 SF Government Building is in the planning phase and approximately 16,000 SF will be dedicated to the library’s needs in Phase One. In the future the entire 65,000 SF building will be dedicated to the library. The following **chart indicates the square footage per capita in five (5) year planning increments:**

Year	City Population	Existing Gross Square Feet	Gross Square Feet Per Capita
2023	37,815	2,400	0.06
2025	51,315	16,000	0.31
2030	90,328	16,000	0.18
2035	135,179	65,000	0.48
2040	198,622	93,000 -133,000	0.47-0.67



BENCHMARKING + STANDARDS

This is an important data point as we look at national standards as well as Texas averages for library square feet per capita:

SQUARE FEET PER CAPITA BASED ON STANDARDS AND AVERAGES

Year	City Population	Square Feet @.51 SF Per Capita (Texas Overall Average)	Square Feet @ 0.6 SF Per Capita (ALA “Standard”)	Square Feet @ 0.8 SF Per Capita (ALA “Enhanced”)	Square Feet @ 1 SF Per Capita (ALA “Exemplary”)
2023	37,815	19,286	22,689	30,252	37,815
2025	51,315	26,171	30,789	41,052	51,315
2030	90,328	46,067	54,197	72,262	90,328
2035	135,179	68,941	81,107	108,143	135,179
2040	198,622	101,297	119,173	158,898	198,622

The average Texas Library offers .51 SF per capita to its citizens while the American Library Association indicates that the Celina Public Library should be between 22,689 – 37,815 SF in 2023 to serve the needs of the community.

COLLECTION

Collection use is identified as the top priority by those that participated in the Online survey. This data indicates that the size and availability of the collection will remain an important component of future library service. At the time of this report, the collection size was 61,387 with 19,415 print items and access to nearly 42,000 digital items due to its participation in a digital consortium which equates to 1.62 items per capita.

BENCHMARKING + STANDARDS

The City identifies excellence within its core values, therefore, the Library has set a goal of attaining an “Exemplary” level collection size at 2.46 items per capita for libraries serving populations between 25,000 and 49, 999. Celina Public Library’s 1.62 items per capita is below the benchmark libraries’ average and the state goal of 2.46 items per capita. Rapid population growth compounds the collection size challenge. In 2025, the city is expected to grow to the next level of collection standards of 2.79 items per capita and between 2030-2035 the next level of collection of 2.41 for cities between 100,000 and 249,000.

The following is a **chart that details the stepped collection requirements for Texas Libraries** to meet the standard:

Population Size	Exemplary Collection/Capita	Enhanced Collection/Capita
25-49,999	2.46	1.95
50-99,999	2.79	2.04
100-249,999	2.41	1.52

The library staff has indicated that they are accounting for changes in collection formats and they expect, given current purchasing trends, to achieve a purchasing and collection balance of 70% print and 30% digital. Library users trended toward more digital use across the state as a result of past pandemic requirements and these trends have continued. Importantly, this is a budget item as digital materials are more expensive to own than print.

However, based on space limitations, the Celina Public Library collection development plan has resulted in just 32% of their collection as physical materials and 68% as digital. This is the reverse of the collection distribution should be according to state standards. In addition, the digital collection is accessible through the Northeast Texas Digital Consortium – a consortium of 78 libraries. Because there are so many libraries the wait time for popular materials can be up to 18 weeks. In order to address this, the library is including a budget line item for fiscal year 2024 to find an alternate platform for digital materials.

Based on the trends and conditions discussed, Celina Public Library requires nearly 9,000 SF to house the Texas standard for an exemplary collection in 2025 and 34,000 SF to support an exemplary collection in 2040. Please see [Appendix E](#) for additional collection details for planned growth of the enhanced collection level in the next 20 years.

BENCHMARKING + STANDARDS

SEATING

The consultants are familiar with a wide range of seating to population ratios. The most relevant guidelines are the *Texas Public Library Standards* (2014 page 41), which establish a guideline of 7-10 seats per 1,000 population and the *Whole Building Design Guide* from the National Institute of Building Sciences, which establishes 5 seats per 1,000 population standard. The consultants selected the more conservative 5 seats per 1000 as the guideline for the Library. These standards include general, undesignated reader seating and not seats designated for a specific purpose such as meeting rooms, study rooms, and conference rooms.

The following seating standards are based on the lower *Whole Building Design Guide*:

Year	Pop.	Current Reader Seats	5 per 1,000	SF Req.
2023	37,815	18	189	5,672
2025	51,315		257	7,697
2030	90,328		452	13,549
2035	135,179		676	20,277
2040	198,622		993	29,793

Square foot (SF) total requirements are based on an average 30 SF per seat and includes space for circulation around the seat. Obviously this number can vary based on the type of seat (large lounge chair, compact meeting room chair, reader chairs at tables, and technology seats).

TECHNOLOGY SEATING

While a high-tech building is the hallmark of a 21st Century library, the necessity for the City of Celina as the first Gigabit City in North Texas (Celina is the **1st gigabit city in the State of Texas**) is key.

In 2017, Celina passed a gigabit city ordinance, which was an innovative initiative to provide fiber, to all of its residential homes.

During the pandemic, it was necessary for people to have their own devices for work, school, and maintaining connections. However, while desktop computers aren't required to the degree they were pre-pandemic, they are still needed.

It is for this reason that the technology device standards are based on the lower, "enhanced" level of the Texas Standards (page 31):

BENCHMARKING + STANDARDS

TECH SEATING AT 1 PER 2000 POPULATION @ ENHANCED LEVEL

Year	Pop.	Current Tech. Seats	1 per 2,000	SF Req.
2023	37,815	7	19	756
2025	51,315		26	770
2030	90,328		45	1,807
2035	135,179		68	2,704
2040	198,622		99	3,972

While library provided public computers are declining, the need for places to plug in personal laptops are a vital part of work, study, video conferencing use in libraries resulting in the critical importance of a robust WiFi network and places to plug in at every seat.

Details of the technology needs of the Celina Public Library can be found in [Appendix D’s Technology Programming Report](#).

STAFF

The standard established by the Texas State Library and Archives method for determining staff space needed is to calculate 25% of Library’s total “functional area” for Administration, Operations, and staff work space. Functional area is defined as the square footage for public services (collections, seating, storage, and technology).

NON-ASSIGNABLE

Industry standards call for a minimum 25% of gross square footage in a building program to be deemed “non assignable.” These spaces include restrooms, corridors, wall thickness, vertical circulation, and mechanical and other support spaces. Subsequent design features of the building may increase or decrease the non-assignable ratio to total space.

Reference [Appendix E for detailed space plans](#) in five-year increments.

SUMMARY OF LIBRARY SPACE NEEDS

By all measures, the Library is experiencing problems of resource limitations and expanding demand. The collection size has outpaced the capacity of the available shelving while falling short of Texas Library Standards. The public find seating limited, program space non-existent in the library, and study space severely limited and inadequate to meet their needs. Study and program rooms are in high demand in every contemporary public library, and the lack of either of these types of spaces, do not meet the needs of Celina Public Library potential users. Staff does not have space to work. The library spaces, already past capacity, are critical issues. In order to provide public library service efficiently, a sufficient amount of space must be available.



3 | STRATEGY FOR FUTURE SPACE + FACILITY REQUIREMENTS

“

Libraries are a cornerstone of towns like Celina. They provide people with free, valuable resources and are incredibly beneficial to those, especially, that are lower income. Even if it means an increase in taxes, I fully support any optimizations the library needs!”

STATEMENT FROM ONLINE SURVEY

“I think the library needs to be MUCH bigger. Celina is growing exponentially, and the library isn’t big enough nor have enough services.”

- STATEMENT FROM ONLINE SURVEY

“Our family LOVES the Celina Library. We wish they had more space so it wasn’t so cramped. Especially for events, there’s not enough space. I would love to see a toddler area (play space) for littles to get out energy while older siblings are hunting books!”

STATEMENT FROM ONLINE SURVEY



STRATEGY FOR FUTURE SPACE + FACILITY REQUIREMENTS

DEVELOPING A STRATEGY FOR FUTURE SPACE REQUIREMENTS:

Based on data gathered during the Master Plan process, the consultants formed conclusions regarding the current Celina Public Library and developed recommendations for future library facility needs. The key issues identified were the capacity and capability of the library's current space and facilities, future space and service needs, location, and site parking issues. These issues are addressed throughout this report.

While the study assesses and makes recommendations regarding square footage needs for the growing City of Celina, it does not specify the architectural design of the facilities being recommended.

Once the basic space criteria contained in this section of the plan have been reviewed, revised, and approved, the next step is the creation of a building program, and eventually architectural documents, detailing the nature, arrangement, and function of the proposed facilities.



STRATEGY FOR FUTURE SPACE + FACILITY REQUIREMENTS

PHASED IMPLEMENTATION FOR DEVELOPING FUTURE LIBRARY FACILITIES

There is a need for both immediate and long-term library space. Analysis of every aspect of library services and collections resulted in this conclusion. **The Library has reached its “limit to service” in the current facility. Without expanded facility space, the quality of service provided will continue to suffer.**

PHASE I: FOR IMMEDIATE PLANNING AND IMPLEMENTATION:

- Explore options for expanded digital collection access (increased material budget required)
- Increase the limit of books to check out
- Consider purchasing a Book Mobile (staff, garage, and storage required)
- Install Library vending and/or lockers in key locations like the square, senior center, community center and other locations where people gather (staff time and delivery service required)
- Mobilize staff for outreach like “Pop-up programs” in parks, HOA’s (staff time)
- Provide laptop vending in the library in lieu of stationary PC’s to save space and increase individual seating

PHASE II: 2026 – 2035 | NEW LIBRARY/GOVERNMENT CENTER:

Located in the downtown square this building will be approximately 65,000 square feet with 1/3 of the space dedicated to the library in Phase I and transitioning to all library space in about 2035. The project includes a 392-space parking garage to serve both the Library/Government Center and the downtown square.

PHASE III:

Identify or Acquire 8-10 acres of land for new regional libraries and begin design process in 2035.

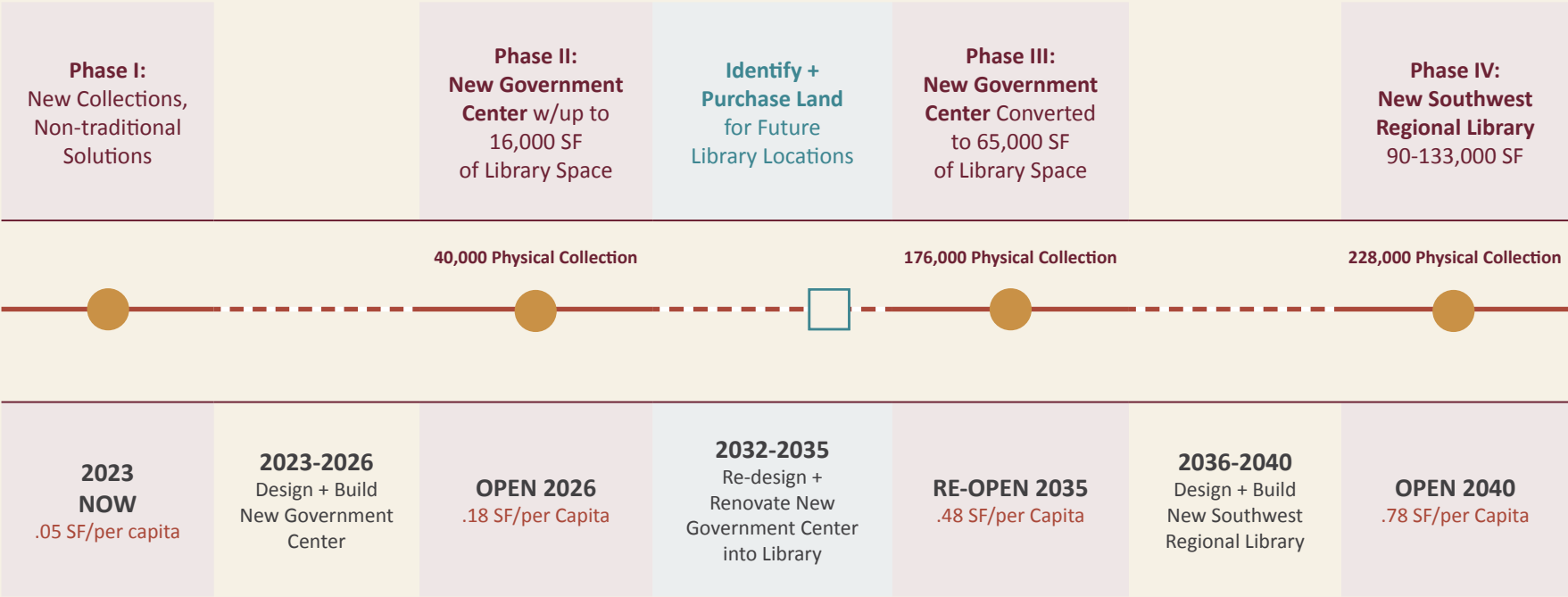
PHASE IV: OPEN 2040 – 2045 | TWO NEW REGIONAL LIBRARIES:

In 2040, build a new Main Library of 93,000 – 133,000-square feet to serve the growing community to be located in 100-acre regional parks based on population growth both in the Southwest (2040) and North of the City (2045) when the population reaches 300,000 (based on a conservative 8% growth this will be at about 2045). Based on strong community support for outdoor spaces, the regional libraries should be considered in partnership with the ISD for their outdoor learning centers and/or indoor recreation centers as called for in the Parks Master Plan.

Following exhaustive community input and intensive data gathering with staff, these recommendations will serve the community well into 2040 and act as a guide for the future of the Celina Public Library.

STRATEGY FOR FUTURE SPACE + FACILITY REQUIREMENTS

TIMELINE OF EVENTS



STRATEGY FOR FUTURE SPACE + FACILITY REQUIREMENTS

FACILITY SPACE RECOMMENDATIONS	POPULATION	SF PER CAPITA	EXISTING SQUARE FOOTAGE	NEW TOTAL SQUARE FOOTAGE	TIMELINE
2023-2026					
PHASE I: Present through 2026	51,315	0.05	2,400	16,000	Present - 3 Yrs.
2026-2035					
PHASE II: Identify or purchase 8-10 acres of land for New Regional Libraries in Southwest and North Sectors of the City					
New Government Center: Partial Library Use	90,328	0.18		16,000	2026
2032-2035					
PHASE III: New Government Center: Converts to Full Library Use	135,179	0.48		65,000	2035
2032-2035					
PHASE IV: New Regional Library	198,622	0.78 1.00		90,000 133,000	2040
TOTAL LIBRARY SPACE			171,000 - 214,000		

STRATEGY FOR FUTURE SPACE + FACILITY REQUIREMENTS

SERVICE RECOMMENDATIONS					TIMELINE
COLLECTIONS					
Collection Policy	Update check-out limits to be in line with peer libraries check-out policy. Review consortium and access by City of Celina library users. Develop collection development policy to meet the following per capita and TSLAC weeding standards.				2023
Increase Collection Size	2023	2026	2035	2040	5 Yr. Increments
Physical Collection	Update collection per the policy notes above.	Increase to 40,000 Vols	Increase to 176,000 Vols	Increase to 228,000 Vols	
Digital Collection	Review consortium and access by City of Celina library users	42,000	98,000 items	144,000 items	
TECHNOLOGY					
Technology Vending	Remove one Desktop Station and replace w/Laptops Anytime or similar: www.laptopsanytime.com/				2024
Meet Minimum Technology Requirements for Desktops	Vending	26	45	68	
STAFFING					
Update organizational chart and job descriptions for new services and programs in the new building					Continuous
OPERATIONS					
Increase operating budget to allow for an increased physical collection, more accessible digital collection, and increased staff.					Continuous

STRATEGY FOR FUTURE SPACE + FACILITY REQUIREMENTS

PROGRAM RECOMMENDATIONS				
Age Bracket	Phase I (2023)	Phase II (2026)	Phase III (2035)	Phase IV (2040)
Baby (< 18 mo)	Storytime (Weekly)			Baby Space
Toddler (18 mo -3)	Toddler Storytime (Weekly)		Preschool Playspace	Kids' Market
Preschool (3-6)	Preschool Storytime (Weekly)	Kindergarden Readiness (Monthly) Reading Development (Monthly)	Kindergarden Readiness (Weekly) Reading Development (Weekly)	
School Age (6-10)	Character Events (Annual) Lego Building Hour STEAM Programming (Monthly)	Character Events (Quarterly) Cultural Programming (Quarterly) Reading Development (Monthly) STEAM Programming (Weekly) Writing Workshop (Monthly)	Character Events (Monthly) Cultural Programming (Monthly) Digital Media Workshop Reading Development (Weekly)	Cultural Section Dedicated Play Space
Preteen (10-13)	Craft Program (Quarterly) Reading Development (Quarterly) STEAM Programming (Quarterly) Technology Programming (Quarterly) Tween Gaming	Craft Program (Monthly) Cultural Programming (Quarterly) Reading Development (Monthly) STEAM Programming (Monthly) Technology Programming (Monthly) Writing Workshops (Monthly)	Cultural programming (Monthly) Digital Media Workshop Maker Space Theater Club (Monthly)	Cultural Section Sound Studio Writers Retreat
Teen I (13-15)	Craft Program (Quarterly) STEAM Programming (Quarterly) Technology Programming (Quarterly) Teen Gaming	Craft Program (Monthly) Cultural Programming (Quarterly) STEAM Programming (Monthly) Technology Programming (Quarterly) Volunteer Programming Writing Workshop (Monthly)	Cultural Programming (Monthly) Digital Media Workshop Maker Space Sound Studio Teen Space Theater Club (Monthly)	Cultural Section Sound Studio Writers Retreat
Teen 2 (15-17)	Craft Program (Quarterly) STEAM Programming (Quarterly) Technology Programming (Quarterly) Teen Gaming Writing Workshop (Quarterly) College Ready Programming	College Prep (Monthly) Craft Program (Monthly) Cultural Programming (Quarterly) STEAM Programming (Monthly) Technology Programming (Monthly) Teen Gaming Volunteer Programming Writing Workshop (monthly)	Cultural Programming (Monthly) Digital Media Workshop Maker Space Sound Studio Teen Space	Cultural Section Kitchen Studio Sound Studio Writers Retreat
Young Adult (18-25)	Adult Coloring Book Club Craft Program (Quarterly) Technology Programming (Quarterly) Writing Workshop (Quarterly)	Adulting 101 (Quarterly) College Success (Monthly) Craft Program (Monthly) Technology Programming (Monthly) Volunteer Programming Writing Workshop (Monthly)	Adulting 101 (Monthly) College Success (Monthly) Cultural programming (Monthly) Digital Media Workshop Maker Space Sound Studio	Cultural Section Geneology Section History Section Kitchen Studio Sound Studio Writers Retreat
Adult 1 (>25)	Adult Coloring Book Club Craft Program (Quarterly) Technology Programming (Quarterly) Writing Workshop (Quarterly)	Adult Education (Quarterly) Book Club (Specialty) Craft Program (Monthly) Cultural Programming (Quarterly) Geneology (Quarterly) Gardening Programming (Quarterly) History Programming (Quarterly) Technology Programming (Monthly) Volunteer Programming Writing Workshop (monthly)	Adult Education (Monthly) Cultural Programming (Monthly) Digital Media Workshop Gardening Programming (Monthly) Geneology (Monthly) History Programming (Monthly) Maker Space Theater Club	Cultural Section Geneology Section History Section Kitchen Studio Sound Studio Writers Retreat
Family	Mom & Child Annual Dad & Child Annual Movie Night	Comic Con Grandparent & Grandchild Event Seasonal Activity ³	Library of Things Maker Space	Library of Things (Expanded) Maker Space (Expanded)
Special Event	Beware on the Square Book Sale (Annual) Christmas on the Square Fall Break Spring Break Programming Summer Reading Comic Con	Summer Reading (Expanded) Seasonal Activity ³ Comic Con (Expanded)	Library of Things Maker Space	Library of Things (Expanded) Book Sale (Bi-annual)

¹ Maker space creates weekly meeting for crafting group

³ Spring, Summer, Fall, Winter

⁴ Dedicated craft space for daily programming
Digital Media Workshop provides for weekly programming opportunities



APPENDICES



A | DISCOVERY TOUR NOTES

DISCOVERY TOUR NOTES

Prior to beginning the master plan process, library and city staff and consultants toured Texas libraries to evaluate best practices and new services at new and renovated libraries across the region. This information gathering was invaluable to the planning process as staff provided pictures and images of aspirational services, systems, furniture, and layouts to be incorporated into the Celina Public Library culture. Lessons learned during this process were used to generate images for community input as well as develop a common architectural vocabulary for the consulting team.

WHY WE CHOSE THESE LIBRARIES

Ten (10) tours of Texas Libraries were planned and embarked upon including:

AUSTIN PUBLIC LIBRARY:

1. Multiple floors and open center atrium.
2. Public Art
3. Outdoor decks including children's, adults, and roof terrace (rented for parties and weddings) experience
4. Cookbook café – supported by community and caters library events



DISCOVERY TOUR NOTES

(CON'T) AUSTIN PUBLIC LIBRARY:

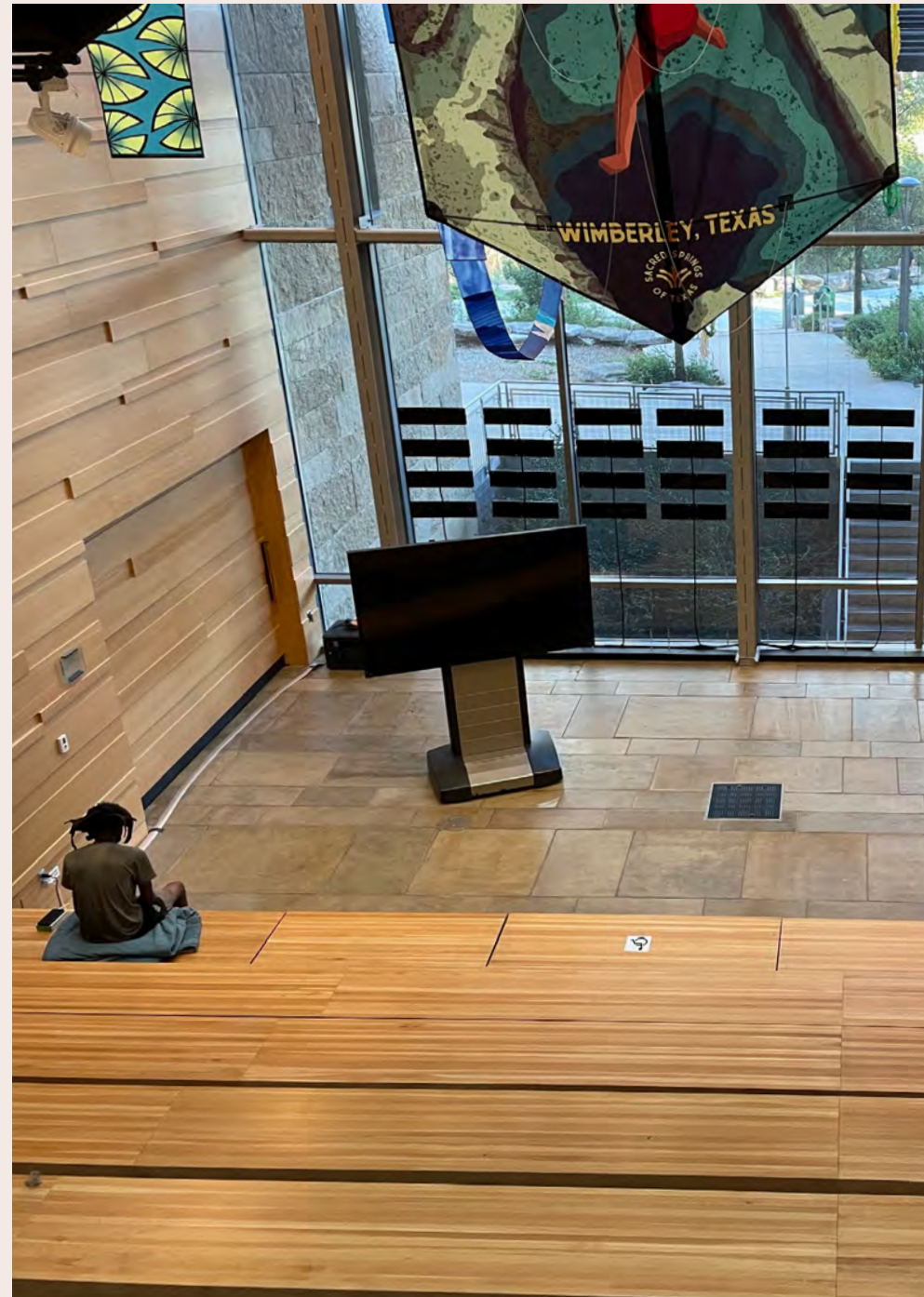
5. Raised Floor
6. Vending Machines
7. Cookbook Cafe
8. Shelves are too tall and too dark
9. Liked seating niches/causal congregation throughout
10. Liked variety of shared learning spaces/study rooms
11. Staff area had a mix of seated and standing privacy
12. Carpet is not holding up
13. Quiet reading room with lots of seating
14. Energy savings on lights was offset by how dark the library is at night.
15. Integrity
16. Service
17. Holy cow. Impressive outside. Multiple materials, 6 floors, patio space on multiple floors.
18. LEED platinum building
19. Library is 258K sq ft.
20. Entrance is very understated, but when you get to center - wow.
21. Stairs remind me of Harry Potter movies. I'm expecting them to move any minute.
22. Public art is gorgeous and throughout building
23. The Cookbook is local restaurant in library. Library pa-



DISCOVERY TOUR NOTES

(CON'T) AUSTIN PUBLIC LIBRARY:

- trons couldn't support, but supplemented by catering of all special events in library.
- 24. Kids floor was not as impressive as Arlington. Lots of space, but didn't see huge play spaces. Media area, computer room, round room for story time with purple curtains.
- 25. Did not use book boxes for kids.
- 26. Book mobile is hot spot
- 27. Rental space
- 28. Flooring is elevated. HVAC and electrical s under floor. More expensive, but delivers heat and area to space needed. Facility said it is easier to move.
- 29. 8' shelving doesn't provide visibility. 66" shelves are standard, but casters are critical. Will only install on casters going forward.
- 30. Shared learning spaces include Wi-Fi, whiteboards, mounted TV's.
- 31. Light wells to capture natural lighting
- 32. Learning space with kitchen
- 33. G4 Architects designed building
- 34. Very bright during the day. Dark at night.
- 35. Staff was in kiosks throughout the building. Asked for assistance multiple times.



DISCOVERY TOUR NOTES

(CON'T) AUSTIN PUBLIC LIBRARY:

36. Teen area behind glass. Had drums, keyboards, etc.
37. Reading room was very nice. Comfy furniture to read and desks to work at with plugs and lighting.
38. Roof deck is rented for weddings and other events – limited by fire code capacity.
39. Roof deck include full size trees – library has a landscaper on staff.
40. The entire library was on a raised floor with power, data, and HVAC under floor.
41. The roof decks include solar panels that contribute to the power the library uses.
42. The library circulates 500,000 items per year.
43. They wish they had even more “people” space and are moving some of the collection out in the adult area to add more seating niches.
44. The library has a book mobile.
45. Study rooms are reserved online.
46. The library saved 40% on electric bills with LEED platinum but very dark at night.
47. Seating that was upholstered in fabric not holding up well.
48. Staff area had a mix of seated privacy and standing privacy.
49. HVAC includes MERV ionization for virus control.
50. Carpet is not holding up. Lots of different types of flooring.
51. Lots of open space in the atrium that wasn’t usable and confusing when you get off the elevator.
52. Like the drama of the felt curtains in the children’s activity room.
53. Children’s area not as big or friendly as other libraries.
54. Liked the idea of laptop vending – incorporate in current library?
55. Computers were spread out and not all in one location.
56. The library is a cool place to hang out for Millennials but not geared toward families with small kids.
57. Liked casual congregation spaces.
58. Liked shared learning spaces.

DISCOVERY TOUR NOTES

SEGUIN PUBLIC LIBRARY:

1. Meeting space for 128 with catering/warming kitchen with access from the outside.
2. Kids activity deck and quiet reading deck.
3. Open landing on stairs for performances
4. Lower shelving on casters (wish for all to be on casters)
5. Like Teknion Fractal chairs.
6. Not the favorite Teen Area – prefer collection outside of the room.
7. Liked drama of high ceilings.
8. Liked acrylic panels.
9. 42,000 SF
10. Big meeting spaces holds 128 people.
11. Catering kitchen available for big space with direct access to outside door.
12. ECF funding paid for laptop and iPad.
13. Reminds me of library in a tree house.
14. Direct access to deck for kids activities. Glitter, painting all outside.
15. Family restroom is popular – wish for an additional one on 2nd floor.
16. Glass wall collapses in kids space and in upstairs meeting area. Staff likes ability to create wider door by stacking a panel away.
17. Bird strikes in glass window.
18. No TV's in the study rooms. TV's available to roll into rooms as requested.



DISCOVERY TOUR NOTES

(CON'T) SEGUIN PUBLIC LIBRARY:

19. Multiple print release and copiers on each floor
20. Open landing at stairs used for stage for large performances.
21. Highly recommend all book shelves by on casters.
22. 1 person can move shelves on caster, but 2 is better.
23. Meeting space accessible without entering the library.
24. Kids are is part of adult area. It is distinguishable by furniture size, end panels on bookshelves.
25. Multiple gathering places in this library.
26. 3-acre site.
27. Provides 6-7 small meeting rooms (<12)
28. Deck is extremely popular.
29. Cocoon (Teknion Fractal) furniture is extremely popular.
30. Local history area is small (~14 x 20) and is not glassed off.
31. Teenagers have their own space with a door and different flooring, but one wall is glass so staff can see in.
32. Liked acrylic end panels.
33. Liked drama of high ceilings.
34. Liked “right size” of social stair for programs without taking up a lot of space.
35. Space had a continuity of feel.
36. Not the favorite Teen Area – need more spaces to sit/slouch like Euless.
37. Bigger staff work areas needed.
38. Functional and refined.



DISCOVERY TOUR NOTES

BUDA PUBLIC LIBRARY:

1. Shared library/city hall
2. Need for family restrooms
3. Moveable wall in maker space.
4. Sink in workroom for sorter.
5. Quiet room should not be close to noisy areas
6. Craft Room
7. 16,000 SF plus shared spaces.
8. Shared City Hall and public library
9. Blinds in public area get very dirty and are broken by patrons
10. More family restrooms
11. Clear story creates sound funnel
12. Angled shelves cause disordered look because the books slide to the back and cannot be fronted
13. Seed library from old card catalog
14. Moved big live oak as part of construction
15. Maker space has Laser cutter, cricket, 3D printing
16. Drew comments - liked the architecture of building, it looks like they spent money on outside instead of inside, library appeared well used.
17. Quiet room not used. Furniture choice not conducive to quiet. Set up for conversation.
18. Linda comments - great big area in front can be used for large programs, storage in craft room.
19. Maker space is located next to classroom, but the wall between is



DISCOVERY TOUR NOTES

(CON'T) BUDA PUBLIC LIBRARY:

- not moveable and should be.
- 20. Staff office was designed for collaboration
- 21. Sorter and books gets very dirty. Sink in area is very beneficial.
- 22. No teen area.
- 23. Acoustics in the center spine were challenging to the library.
- 24. No casters on the shelving – library wished they had.
- 25. Blinds in public areas – subject to damage.



DISCOVERY TOUR NOTES

SAN MARCOS LIBRARY:

1. Skyfold divider wall recommended
2. Acoustics addressed well.
3. Like the children's outdoor courtyard
4. Lactation room
5. No laptops or tablets for check out but lots of PC's.
6. Good use of community partnerships for classes/programs
7. Books of the library have their own space
8. Sky loft divider is highly recommended
9. Catering kitchen. Has access to open space and not through meeting area
10. Sounds absorbing materials in middle and down back wall keeps noise down
11. Children's courtyard is very popular. Was the front entrance.
12. Meeting room can hold 240 people. People can rent half or all at no charge.
13. Library has its own you tube channel
14. Lactation room very popular.
15. No electronic devices (i.e. ipad and lap tops) available for use. Only stationary computers.
16. Learning center
17. Community in Action teaches ELS classes
18. Free computer vs library members access
19. Tall bookshelves in teen room on wall
20. 70% output on LED lighting so they can bump up in the future as LED fades



DISCOVERY TOUR NOTES

(CON'T) SAN MARCOS LIBRARY:

21. Local history room is secured
22. Use color coding for conference space for easy reference for patrons
23. Job related stations in staff area (i.e. book repair, book binding)
24. No AD. Program managers of a department (youth, technical, etc.)
25. 28 staff: 14 part time, 9 MLS librarian
26. 2 hour max limit for reservation
27. NRH library expanded from 1 to 3 story
28. Drew - very spacious, teen area very cool, "TEENAGER" sign, Not Inundated with technological
29. Linda - melded library well, Children's courtyard, no two circulation desks, prefer shorter shelves
30. Kim - kids cubbies, bariatric seat
31. Use library card for after hours workspace
32. No automatic sorter, but space for it.
33. Teens have a separated area similar to Arlington, but space includes a meeting room.
34. Teen meeting room can be reserved during the day, but is reserved for teens use after school.
35. Library has a baby grand piano with a music practice room.
36. Liked outdoor space at children's area.
37. Liked some of the materials – self healing cork and cubbies in children's.
38. Classes run by "Community in Action" group for GED and ESOL.



DISCOVERY TOUR NOTES

LEWISVILLE LIBRARY:

1. Shared with municipal complex.
2. Maker Space works well but wishes for sink and outdoor space
3. High use of self-check out
4. Expandable story time
5. Large teen space
6. City IT staff assigned and sitting in the library work room.
7. Shared staff and public conference rooms



DISCOVERY TOUR NOTES

EULESS LIBRARY:

1. Allows access to the lobby prior to opening for WiFi and printing.
2. Large meeting room available outside of library hours
3. Computer use is down 33% since the pandemic – less need for library provided computers.
4. Arts foundation funds the art in the building
5. Good use of study pods



DISCOVERY TOUR NOTES

ARLINGTON DOWNTOWN LIBRARY:

1. Urban setting with parking garage across the street
2. Casters on a lot of shelving
3. Compact shelving bookstore in the lobby
4. Multi-purpose room with skyfold is available for rent by community.
5. Maker space with high and low tech – full time staff
6. Outdoor roof deck is popular.
7. Study rooms have view of the street.



DISCOVERY TOUR NOTES

FRISCO PUBLIC LIBRARY:

1. Raised floor throughout – some with HVAC integrated.
2. Full scale T-rex as a focal point.
3. Two social/programming stairs.
4. Themed learning center for small and older kids.
5. Every decision was based on data.



DISCOVERY TOUR NOTES

WYLIE PUBLIC LIBRARY:

1. Enclosed teen area with collection inside.
2. Round quiet reading room was not as acoustical as required.
3. Tree entrance into the story time room.





B | COMMUNITY INPUT RESULTS



COMMUNITY INPUT PROCESS + VOTING TABULATIONS

COMMUNITY SPACES



MULTI-PURPOSE ROOM

\$5,500



PROGRAMMING STAIR

\$5,100



GROUP STUDY/CONFERENCE ROOM

\$6,100



STORY/ARTS & CRAFTS ROOM

**NO. 2
\$20,000**



CHILDREN'S SPACES



STE(A)M LEARNING

**NO. 6
\$11,800**



READING NICHES

**NO. 8
\$11,000**



SOCIAL SPACES/FAMILY LIVING ROOM

\$6,000



**TUTORING/HOMECHOOL/
HOMEWORK SPACES**

**NO. 4
\$14,800**



TEEN SPACES



HOMEWORK/ACTIVITY SPACE

\$2,500



CAFE/TUTORING/GATHERING

**NO. 7
\$11,700**



PROGRAMMING/SOCIAL SPACES

\$1,000



GAMING/CODING SPACE

**NO. 1
\$20,500**



ADULT SPACES



QUIET READING ROOM

\$2,600



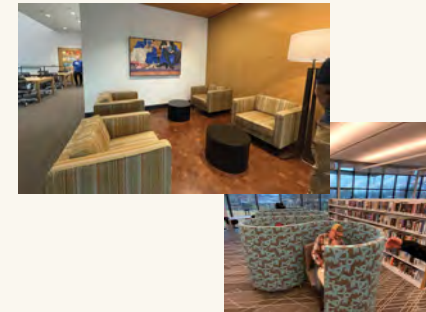
TECH LEARNING LAB

\$5,200



LOCAL HISTORY

\$4,500



COMFORTABLE SEATING

**NO. 9
\$10,100**



CREATIVE SPACES



HIGH TECH MAKERSPACE

\$5,000



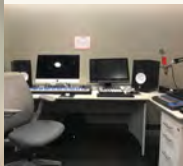
LOW TECH MAKERSPACE

\$3,900



VIDEO/AUDIO RECORDING SPACES

\$5,600



CHILDREN'S INTERACTIVE
LEARNING SPACE

NO. 4
\$12,800

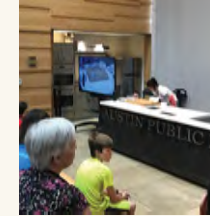


TRENDS



TECHNOLOGY VENDING

\$1,900



DEMONSTRATION KITCHEN

\$4,400



LIBRARY VENDING

\$3,700



EXTENDED HOURS SPACE

\$4,600



OUTDOOR SPACES



ROOF DECK GATHERING

NO. 5
\$12,700



DRIVE UP RETURN/WINDOW

\$6,800



STUDY/WORK PORCH

\$7,700



PROGRAM/PERFORMANCE SPACE

NO. 10
\$9,200



COMMUNITY GATHERING

\$9,000



What is important in a Library for Celina?



COMMUNITY INPUT PROCESS + VOTING TABULATIONS

LIBRARY VOTING TABULATIONS



Life Connected.



OVERALL

Title	Total Dollars	Category Rank	Image Rank
Community Spaces	36,700	#3	
Multi-purpose Room	5,500		
Programming Stair	5,100		
Group Study/Conference	6,100		
Story/Arts & Crafts	20,000		2
Children's Spaces	40,300	#2	
STE(A)M Learning	11,800		6
Reading Niches	11,000		8
Social Spaces/Family Reading	6,000		
Tutoring/Homeschool/Homework	14,800		3
Teen Spaces	34,000	#4	
Homework Activity Space	2,500		
Café/Tutoring/Gathering	11,400		7
Programming /Social Spaces	1,000		
Gaming/Coding	20,500		1
Adult Spaces	21,500	#6	
Quiet Reading Room	2,600		
Tech Learning Lab	5,200		
Local History	4,500		
Comfortable Seating	10,100		9
Creative Spaces	23,700	#5	
High Tech Maker Space	5,000		
Low Tech Maker Space	3,900		
Video/Audio Recording Space	5,600		
Children's Interactive Learning	12,800		4
Trends	13,700	#7	
Technology Vending	1,900		
Demonstration Kitchen	4,400		
Library Vending	3,700		
Extended Hours	4,600		
Outdoor Spaces	41,500	#1	
Roof Deck Gathering Space	12,700		5
Drive Up Window/Service Window	6,800		
Study/Work Porch	7,700		
Program/Performance Space	9,200		10
Community Gathering	9,000		
TOTAL VOTES	211,400	423 Participants	



ONLINE SURVEY RESULTS



Life Connected.



The City of Celina

Library Master Planning Survey

Report of Results

March 2023

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Executive Summary

Survey Background

The City of Celina conducted a survey of residents regarding the public library system. The Library Master Planning Survey provided residents the opportunity to describe their library usage and provide feedback on library potential services.

The City consulted with Polco/National Research Center to design the survey instrument. The survey was published on Polco, and the City publicized the survey URL, giving all Celina residents an opportunity to participate in the survey. A total of 567 residents completed the survey between January 9th and February 15th 2023.

Key Findings

The public library system is widely used by respondents.

- A majority of respondents (77%) indicated that they have a Celina library card. Those who currently use a public library were more likely to have a library card than those who do not currently use a public library. Further, respondents between the ages of 25-40 and 65+ were more likely than those between the ages of 41-64 to have a library card.
- Over 4 in 5 respondents stated that they currently use a public library. Those who have a library card were more likely to use a public library than those who do not have a library card. Respondents with young children were also more likely to use a public library than respondents without children.
- When asked which public libraries they used, over 4 in 5 respondents selected Celina. Other top choices included Frisco (selected by 20% of respondents) and Prosper (18%). Melissa was only selected by 1% of respondents, while less than 1 in 10 selected Plano.
- Nearly all residents (91%) used a public library at least 3 times in the past year, with over one-third visiting a public library 20 times or more.

The borrowing of materials is the most popular library service.

- Respondents were asked about the primary reasons for using any library services. The most frequent selection was to check out print books or magazines, which was selected by about 3 in 5 respondents. Other primary reasons for using any library services included: for children's activities and programs (selected by 55% of respondents), for reasons related to hobbies or personal interests (43%), to download digital books or magazines (34%), and to read or work (34%).
- The borrowing of books, movies, and magazines was the service most likely to be used by respondents or their families. Nearly 85% of respondents indicated that either they or their family would be very likely to borrow materials. Further, library card holders and current library users were more likely to borrow books, movies, and magazines than those who do not have a library card or do not currently use the library. Respondents with young

children only or both young and older children were more likely to borrow materials than respondents with only older children. Respondents between the ages of 25-40 were also more likely to borrow books, movies, and magazines than those 65 or older.

Problematic parking was identified as the top reason for not using library services more frequently.

- About one-quarter of respondents indicated that problems with parking was a reason why they or their family does not use library services more frequently. About 1 in 4 respondents also indicated that the library does not offer what they need as being a reason why they don't use the library more frequently. The atmosphere not being appealing was a reason for not using the library more frequently for 23% of respondents.

It is essential for the library to be a source for books and other media.

- Nearly all respondents (97%) indicated that it is either essential or very important for the Celina Public Library to be a source for books and other media. Library card holders and current library users were more likely to have this opinion than those who do not have library card or do not currently use the library. Adults between 25-40 and 41-64 were more likely than those 65 or older to feel that the library should be a source of books and other materials.
- More than 9 in 10 respondents rated it to be essential or very important that the library be a lifelong learning center for people of all ages. Adults between the ages of 25-40 and 41-64 were more likely than those age 24 or younger to have this opinion. Adults between 41-64 also were more likely than those 65 or older to rate this item as essential or very important.
- Nearly 90% of respondents indicated that it is critical for the library to be a source for early literacy resources and programming. Current library users were more likely to have this opinion than those who do not currently use the library. Respondents with young children and those with young and older children were more likely to have this opinion than respondents without children. Further, respondents between 25-40 and 41-64 were more likely than those 24 or younger and 65 or older to feel that it is important for the library to be a source for early literacy resources and programming.
- Only half of respondents felt that it is essential or very important for the library to be a forum for the exchange and discussion of ideas. Adults between 25-40 and 41-64 were more likely than those 65 or older to have this opinion.

Respondents value children's activities and areas in the library.

- When asked what additional programs or services they would like to see in the library that are not currently offered, or what improvements they would like to see in future library amenities and programming, nearly 1 in 5 respondents indicated that they would like to see more children's activities or a children's area in or at the library.
- Respondents also indicated that they would like to see more books at the library (mentioned by 9% of respondents), more space (8%), more digital options or use of technology (6%), and classes (5%).

Appendix A: Responses to Survey Questions

The following pages contain a complete set of responses to each question on the survey.

TABLE 1: QUESTION 1

Are you a Celina resident?	Percent	Number
Yes	97%	N=548
No	3%	N=19
Total	100%	N=567

TABLE 2: QUESTION 2

Do you have a Celina Library card?	Percent	Number
Yes	77%	N=436
No	23%	N=131
Total	100%	N=567

TABLE 3: QUESTION 3

Do you currently use a public library? (Including any website or online materials)	Percent	Number
Yes	84%	N=475
No	16%	N=92
Total	100%	N=567

TABLE 4: QUESTION 4

Which public libraries do you use?	Percent	Number
Celina	82%	N=390
Frisco	20%	N=97
McKinney	15%	N=71
Melissa	1%	N=3
Plano	8%	N=38
Prosper	18%	N=84
Other	14%	N=65

Respondents had the opportunity to write in their response. To view the verbatim responses, see Appendix A: Responses to Survey Questions Appendix B: Verbatim Responses to Open-ended Survey Questions.

TABLE 5: QUESTION 5

In the last year, how many times have you used a public library? (including any website or online materials)	Percent	Number
0	1%	N=3
1-2	8%	N=38
3-6	26%	N=125
7-19	28%	N=134
20 or more	37%	N=174
Total	100%	N=474

TABLE 6: QUESTION 6

What are the primary reasons you or members of your family use any library services, including any website or online materials? (Please select all that apply.)	Percent	Number
To work on school assignments (homeschool, tutoring)	20%	N=111
For job and career support services	9%	N=50
For reasons related to hobbies or personal interests	43%	N=241

What are the primary reasons you or members of your family use any library services, including any website or online materials? (Please select all that apply.)	Percent	Number
For the Library's computers and/or Wi-Fi	10%	N=56
To check out music or movies (CDs or DVDS)	18%	N=101
To stream digital music or movies	5%	N=31
To check out print books or magazines	61%	N=345
To download digital books or magazines	34%	N=192
For children's activities and programs	55%	N=309
For teen activities and programs	13%	N=71
For adult activities and programs	15%	N=83
For one-on-one help from staff	6%	N=34
Makerspace, e.g., music production, cooking, art, 3D printing	7%	N=39
To conduct academic research	9%	N=52
To attend a meeting	6%	N=36
To socialize or hang out	12%	N=69
To read or work	34%	N=190
Other	2%	N=13
None of the above	2%	N=9

Respondents had the opportunity to write in their response. To view the verbatim responses, see Appendix B: Verbatim Responses to Open-ended Survey Questions.

TABLE 7: QUESTION 7

How likely are you or your family to use each of the following?	Very likely		Somewhat likely		Not at all likely		Total	
Borrowing books, movies, magazines, etc.	84%	N=471	13%	N=73	3%	N=19	100%	N=563
Help answering questions	30%	N=159	45%	N=238	26%	N=137	100%	N=534
Quiet space for reading	36%	N=197	40%	N=215	24%	N=128	100%	N=540
Community meeting and multi-purpose space	28%	N=152	41%	N=223	31%	N=167	100%	N=542
Small group meeting space	30%	N=158	38%	N=202	33%	N=174	100%	N=534
Quiet space to study or work	38%	N=202	37%	N=197	25%	N=131	100%	N=530
Children's area	64%	N=352	17%	N=91	19%	N=107	100%	N=550
Teen area	33%	N=173	31%	N=162	36%	N=192	100%	N=527
Makerspace or collaborative area	26%	N=138	37%	N=197	37%	N=193	100%	N=528
Video and audio recording capability	13%	N=70	26%	N=138	60%	N=314	100%	N=522
Business center with computers, printers, and/or scanners	32%	N=171	41%	N=218	27%	N=144	100%	N=533
24/7 library vending (books, DVDs, etc.)	49%	N=264	32%	N=171	19%	N=100	100%	N=535
24/7 access to the facility	36%	N=189	35%	N=184	30%	N=158	100%	N=531
Outdoor seating	52%	N=277	37%	N=200	11%	N=58	100%	N=535
Outdoor Wi-Fi access	54%	N=291	33%	N=180	13%	N=72	100%	N=543
Local history	35%	N=192	46%	N=250	19%	N=102	100%	N=544

TABLE 8: QUESTION 8

What are the reasons you and/or your family do not use library services more frequently, if at all?	Percent	Number
The library is too far away	17%	N=92
I don't have a way to get to the library	2%	N=11
A health condition prevents me from going	1%	N=5
Parking is a problem	26%	N=143
It's too noisy	3%	N=14
I don't have time	11%	N=61
I don't read a lot	3%	N=15
It doesn't occur to me to go there	13%	N=73
I have other places to get books, DVDs, etc.	10%	N=54
I rely on the internet for information	17%	N=90
Library hours are not convenient for me	19%	N=101
The library does not offer what I need	26%	N=142
Library technology is behind the times	16%	N=85
Seating isn't comfortable	17%	N=93
The atmosphere is not appealing	23%	N=126
I owe money for fines or lost books	2%	N=12
I am concerned for my safety at the library	0%	N=1
I'm satisfied with my library use	24%	N=130
Other	10%	N=55

Respondents had the opportunity to write in their response. To view the verbatim responses, see Appendix B: Verbatim Responses to Open-ended Survey Questions.

TABLE 9: QUESTION 9

A public library can serve many roles in its community. How important is it for the Celina Public Library to be a:	Essential		Very important		Somewhat important		Not at all important		Total	
Forum for the exchange and discussion of ideas	20%	N=112	30%	N=163	39%	N=213	11%	N=62	100%	N=550
Source for early literacy resources and programming	65%	N=353	23%	N=124	9%	N=50	3%	N=17	100%	N=544
Lifelong learning center for people of all ages	69%	N=382	22%	N=123	7%	N=40	1%	N=6	100%	N=551
Place to attend arts and cultural events	31%	N=168	34%	N=189	30%	N=164	5%	N=29	100%	N=550
Place to meet neighbors and build community	24%	N=129	37%	N=205	31%	N=172	7%	N=41	100%	N=547
Job and career development center	25%	N=133	33%	N=177	34%	N=182	9%	N=46	100%	N=538
Place to access computers, Internet, Wi-Fi, and copy/fax/print services	43%	N=234	32%	N=173	21%	N=117	4%	N=23	100%	N=547
Source for books and other media	86%	N=474	11%	N=61	2%	N=12	1%	N=6	100%	N=553
Place to use and explore new technology	36%	N=200	32%	N=177	26%	N=145	5%	N=27	100%	N=549

TABLE 10: QUESTION 10

Which description best fits your household? (Select all that apply)	Percent	Number
Adults without children in the home	19%	N=107
Adults with young children (age 0-12) in the home	68%	N=380
Family with older children (age 13-18) in the home	21%	N=118
Retired without children in the home	6%	N=34
Prefer not to answer	9%	N=53

TABLE 11: QUESTION 11

In which of the following age categories do you belong?	Percent	Number
17 or under	1%	N=4
18 - 24	1%	N=8
25 – 40	52%	N=294
41 – 64	35%	N=197
65 or older	9%	N=51
Prefer not to answer	2%	N=11
Total	100%	N=565

TABLE 12: QUESTION 12

What additional programs or services would you like to see in the library not currently offered, and what improvements would you like to see in future library amenities and programming?	Percent	Number
Children's activities/area	17%	N=80
More books	9%	N=44
More space	8%	N=36
More rooms (quiet room, meeting rooms/area)	6%	N=30
More digital options/technology use	6%	N=27
Classes	5%	N=22
More activities/programs for all ages/abilities	3%	N=16
Book club, groups	3%	N=14
Coffee shop/café	2%	N=11
More/better seating	2%	N=11
Makerspace	2%	N=9
Beautification of library	2%	N=8
Outdoor area	2%	N=8
Research resources	2%	N=8

What additional programs or services would you like to see in the library not currently offered, and what improvements would you like to see in future library amenities and programming?	Percent	Number
STEM activities	2%	N=8
Art/music activities/displays	2%	N=8
Games/gaming activities	1%	N=7
Homeschool programs	1%	N=7
Printing services	1%	N=7
Increased library advertising/marketing	1%	N=6
More drop/return boxes	1%	N=6
Partner with other libraries	1%	N=5
Improved accessibility	1%	N=4
Computer/printer access	1%	N=4
More/better parking	1%	N=4
Cultural inclusivity/activities	1%	N=3
Self-checkout	1%	N=3
Other	15%	N=71
Total	100%	N=467

Respondents had the opportunity to write in their response. To view the verbatim responses, see Appendix B: Verbatim Responses to Open-ended Survey Questions.

Appendix B: Verbatim Responses to Open-ended Survey Questions

The following are the verbatim responses to the open-ended questions on the survey. Because these responses were written by survey participants, they are presented here in verbatim form, including any typographical, grammatical or other mistakes.

Question 4: Which public libraries do you use? (Please select all that apply.) / Other

- Allen
- Allen
- Allen
- Allen
- Allen
- Allen
- Arlington
- Arlington Library
- Aubrey
- Aubrey
- Brenham
- Carrollton and Lewisville
- Carrollton, but most often, Dallas Public library because of selection
- Collin College library
- Collin County College
- Collin County College Library
- Coppel
- Dallas
- Dallas
- Denton Public Library Emily Fowler
- Denton, Houston
- Fort Worth
- Fort Worth Library, Houston Library
- Gunter
- Gunter
- Gunter
- Gunter; Lubbock
- Harris County (TX) and Houston Public Library
- Houston
- Houston
- Houston allows you to purchase a membership
- Houston Library, Harris Library, Bryan
- Houston offers library cards to all texas residents

- Houston on line
- Houston, Carrollton, The Colony
- Houston, Flower Mound
- I just moved to Celi. I haven't yet had time to apply for a Celi Library card, but I will.
- Internet Archives
- Irving
- Kentucky
- Lewisville
- Lewisville
- Lewisville
- Lewisville and Houston
- Little Elm
- Little Elm
- Little Elm
- Little Elm
- Little elms
- Los Angeles CA
- Los Angeles County
- Morgan Hill, Ca San Jose, Ca
- Online UTA library
- orange county, California
- Richardson
- Rockwall
- The Colony
- The Colony, Valley Mills
- University of Texas at Dallas
- Various web sites
- Wichita kansas
- Wylie (when we lived there previously)

Question 6: What are the primary reasons you or members of your family use any library services, including any website or online materials? (Please select all that apply.) / Other

- audible books
- Audio books
- Audiobooks online
- Books for elementary school kids, my kids enjoying coming to Library and pick book and read.
- for the choice of reading material
- Genealogical and history research
- Interact with our community
- Inter-Library Loans
- Libby app, audio books, purchase books
- Pick up Celi Record

- research on topics of interest
- To check out audio books

Question 8: What are the reasons you and/or your family do not use library services more frequently, if at all? (Select all that apply.) / Other

- Book selection isn't very big
- Celi library is Too small with no meeting rooms or activities space.
- Celi Library is very small, not a lot of features like other larger libraries
- Did not have enough time
- Doesn't always have the books I'm looking to read.
- Family member health issue that requires monitoring
- Frequently doesn't have books that I want
- Frisco's drive through pickup for holds is more convenient.
- I have a kindle and only need access to books via the internet.
- I have other options and only come to this one when I am able to get what I'm looking for elsewhere
- I only go to the Celi library if i'm in a pinch. I much prefer the Gunter library even though it is a lot smaller and a further drive. The staff in Celi has been terribly rude over the years and we have never felt welcome when we walk in. The volunteer staff in Gunter is amazingly kind and made us feel at home.
- I read my library books via overdrive and Libby but when my kids are home on college breaks they will check out books
- I realize Celi can't have the selection of the Dallas Public library but TexShare would be nice. I had to join McKinney library to get one.
- I used to use the online book feature. However, it takes too long to get a current book months even.
- It is a nice library but just too small in size and therefore, not a vast selection of books or "space" to be "comfortable". The new library would be great if it could add a cafe and playground for kids up to 12 years old, along with many parking spaces.
- It is too SMALL! It feels like a storage closet.
- It is way too small. The book collection is very limited and I get claustrophobic every time I go in. There is no place for kids to have storytime or enjoy reading.
- It smells very bad all of the time
- its a small library
- its an older library without a lot of resources especially for more diverse books and magazines/materials. the reason i am a member of the houston library is that i can find books there (even top sellers) that are not at all in the celi library. they are a bit behind with popular or diverse novels.
- just moved to celi
- Lack of material
- Library doesn't always have the latest books or is missing books in a series.
- Library is so small
- Library is so small it doesn't have all the books I would like to read
- My child is in high school.

- My goal is every week and sometimes I just forget
- Need a larger selection of books
- Need a much larger book and research section
- Need more activities for kids
- Need to have more books for kids and more CD/DVD collections. most of the times books we need are already out or in reserve, multiple sets might help.
- Not enough kid attractions
- Not enough print books in the catalogue
- Not enough space. Needs to be more kid friendly
- small inside - no children's section
- Small space
- Small space. Small selection of printed books
- Some books and movies aren't in the catalog
- The books that I'm most interested in reading, the library does not have a lot of. I like reading contemporary romance authors like Ali Hazelwood, Tessa Bailey, and Christi Lauren and Celi only has a few of their print books.
- The Celi library is too small right now, so we use the one in Frisco.
- The Celi library is very small
- The Celi library is very small and crowded compared to Frisco. There isn't enough space to find a spot, sit down and read comfortably. I mostly go to the Frisco library (before they closed for renovations) for their space and amenities like individual rooms and conference areas.
- The Lewisville library is amazing. My favorite library I've been to in the area. Love the programs and makerspace center but it's far away. I love McKinney for the checkout time allowed and amount of books you can check out, auto renewals if the book is not on hold. COVID has kept us out of the library for programs but we go weekly to check out books, would likely go more often if it was closer. Celi library we go to when McKinney doesn't have what we need. It's closer but doesn't offer the connectivity and ease of checkouts/no fines/overdue options of the other two libraries. Haven't been to any programming because partly of COVID and partly of it being a small space and not feeling able to breathe in the space.
- The library doesn't always have the book I'm interested in reading.
- The library is too small and doesn't have enough books for kids. The other library's like Frisco is much bigger and has a lot more options even though it's farther and we have to pay for a yearly membership because we don't live in that city.
- The library is too small and we need gadgets to search , status of the books for a particular book by ourself like self answering machine .. the books have to match with technologically advanced modern day life along with historical so that every age and gender finds something for them more like good infrastructure with all facilities.
- The library is very small
- There is no control over the kids at the children's programs and it is chaos. Also McKinney library let's you check out books and movies for longer with no fine and Celi has movies due sooner than books with an outrageous price and only takes cash
- To small
- Too small
- Too small, kids programs are crowded

- Too small, not enough options
- We are new to the area and finding our way around.
- We just got our library card
- We just moved recently into the area.

Question 12: What additional programs or services would you like to see in the library not currently offered, and what improvements would you like to see in future library amenities and programming?

CHILDREN'S ACTIVITIES/AREA

- More Printing services like 3D , big prints, Tshirt print etc. Story reading and child activity.
- Add more activities and programs for young kids(1-10 age).
- Bigger building, hangs on things for the littles. Bedford public library is our favorite!
- A large children's center with a play area for young kids would be a huge incentive for us to come to the library more!
- More space, silent rooms, conference centers, kids area and tons of activities
- Kids play area, kids learning toys, more engaging story time with training for facilitator
- Play area for small children
- Lots of children activities for education and development
- Kids programs, would love summer programs
- Story time to have a big screen displaying the book with a mic'd presenter, inservices on how to use computer programs,
- Art displays, music performances, summer camp-like options
- Dedicated children's area with substantial space
- A larger children's area
- 1) Offer satellite government offices at the library, as the wait for appointment times is unreasonable and often requires driving long distances. Examples: passport application, auto registration, driver's licenses, paying property taxes, file birth certificates, etc. 2) Adult Learning Center: dedicated classroom which can be used to teach free classes such as English as a 2nd language; digital and financial literacy; public service and leadership. Such curriculum would benefit both citizens and the city of Celina. 3) Children's area. Need more room for children to gather for library reading time and for special guest events. Important that kids learn to enjoy books before they become absorbed by the digital world. Need a robust summer reading and art program.
- An enclosed play area for kids
- Kids activities for learning
- More books, bigger space etc, kid friendly.
- Kids' activities and programs (lego day, science activity day, etc)
- Children programs
- Programs for 4-9
- Children's area with activities available all the time where children don't have to be "shushed"

- Our family LOVES the Celina library. We wish they had more space so it wasn't so cramped. Especially for events, there's not enough space. Would love to see a toddler area (play space) for littles to get out energy while older siblings are hunting books.
- Activities for kids and toddlers, learning through games, more books for adults, books on different cultures
- I would like a bigger kids area with computer learning games, comfy seating, some play areas to borrow puzzles and blocks, and a bigger selection of children's books. We miss our old library in Wylie- it was amazing!
- More kids activities on the weekends Anne more variety of books for adults
- Play area for kids, wide variety of books for all age groups
- Large space conducting activities for Children
- Bigger area for kids to have during children events. Also, to set more boundaries during story time. I do not enjoy attending as much because so many families go and allow their kids to do whatever they want. Rules and boundaries need to be set to ensure that everyone has a good time. Trying to make kids be quiet during the story. Parents not talk so loud during story time. Etc
- More toddler and baby activities.
- I do love the other local libraries that have a civic auditorium attached my girls (6 and 7) have always enjoyed the summer program offerings there (Magic shows, puppets/marionettes, guest authors, mad scientists and other entertainers.) I would also love to see a larger children's book selection and more STEM type activities for grade school kids!
- children's programs
- Evening activities for children. Current schedule makes it hard for working parents.
- I'm a prosper resident, and Prosper Library has very little amount/quality/selection of books for both adults and children, so we have to use Frisco to obtain access to a more adequate amount/quality/selection of books. We would love to pay for annual membership to Celina, if it provides access to a wider variety of books (including through any interlibrary loan programs, digital, etc). We also would love to pay for a Celina library membership if there were more children's programs and activities. If it is relevant, we are homeschoolers, with kids ages 9 and 11.
- Summer reading program for kids and teens
- Book club options, more activities at times for those that work, more activities at times for children after school, local author meet and greets
- Offer free crafts to the kids once a month, offer after school snacks to kids, during certain times of the year, offer 1 free book for kids to pick up.
- More childrens programs
- More children activities from early years to elementary
- Clean, welcoming decor. Children group activities. Bigger section of books. Craft and Art classes for 5-10year old. About 10 computer spots with pay-per use print/copy/scan/fax. Sensory toys and mat area for toddlers. Circle time activities. More employees.
- Large children's, area to read
- I have two kids and would use the library for children's programs but never thought of it, don't see ads about programs or info so I'm not even sure what services are offered.
- Bigger Library and more walking space between aisle, more activities for children to enjoy reading and learning.

- With my young children, I often feel like we are too loud in the small library space. I would love to see an expanded children's area where we can read aloud, play with toys that bring the books to life, and interact with other kids in the community without disrupting other library patrons. I would love more story time offerings for children- perhaps a preschool age story time similar to the toddler one but with more books and simple comprehension questions to build early literacy skills. I would love more board books for small children as well. I always loved summer reading programs as a child and would love to have a summer reading or school year reading program/incentive for children under the age of 5. As a former teacher, I have seen the benefits of teaching kids to love reading early and bring my kids to the library almost every week. I am excited for what the new library has to offer!
- Exclusive Children play area and activities for all ages
- Better kid area.
- Seasonal events for toddlers and kids
- Bigger selection of books. Story time. Children's area. Better area to sit.
- A bigger children's area with more desks and sitting areas in general. Perhaps a coffee area.
- More children's programs on weekends
- Since the library is so small, having additional story times for children would be great so it isn't so cramped and it would be easier for the kids to see the books being read. For example, if there was a 10 am and 11 am storytime (same content), then each storytime would be less crowded, making it a better experience for all and more people could benefit from the library. It would be neat if there were jigsaw puzzles/activities (games, learning activities, etc.) for children, teens, and seniors to do while at the library.
- Makerspace, Lego classes, kids book clubs
- After school reading clubs for school children. Crafts for young children. Guest authors coming to read and talk about their books. Volunteer activities for elementary school kids.
- Although the current library does the most with what it has, it could really use some updating in the kids section. A more fun and inviting environment would make us more apt to drive the 15 minutes to the library to hang out, read, check out books, or attend programs/events there. Celina is such a great little community, I would love to see an improved library.
- Community events for elementary age
- Hands on activity areas for children!
- Maker space, expanded dedicated children's collection, programs dedicated to children by age group (toddler, young child, teen, young adult, etc.), expanded digital access collection, expanded programs for younger and middle-aged adults (book clubs, reading groups, etc.)
- More free children's activities, like story-time. Maybe crafts, learning, etc.
- More programs for children. Reading times, activities, classes
- More kid activities, and even rooms with toys. A place where mothers can come to have play groups as well as sit and read with their child. Classes to teach mothers good parenting skills and be a support to them. Classes that encourage parents to get out and allow for a safe play zone as well as stir the imagination. Big open spaces for parents to sit comfortably with their child to read and do voices and things, without fear that they are bothering others. Zones for young teens to come and get their quiet "me" time, in a comfortable and cool space. Safe options for teens to explore for themselves and discover things. Also, nice cubicles where a person can really zone into their work if they need to.

- Bigger library, larger kids area that's interactive- like the Frisco one. Better online library. More kids activities.
- Activities or events for elementary school kids during hours that work for working parents.
- I would like to see the library expand to a much larger size. We pay high taxes and Celina library should reflect the growth of Celina. A play area for small children. A community room in the library for storytime.
- We love the reading to dog program so more of those would be great. Also better advertising. I feel we miss events as they are advertised too close to the event and we already have plans.
- children programs beyond midweek/midday for working families, larger space
- 3D printer, More kid's book selection and separate kids area
- Young children program
- More space, more child friendly furniture, more book options, more Christian options
- It would be nice to have a library like a Barnes and Noble bookstore. A place large enough to have comfortable seating to meet people and socialize. An area for kids to feel comfortable reading and activities. An area for kids of all ages to research and have access to computers and other up to date technology.
- Large more inviting space. We had an amazing library in our previous city and my kids loved going weekly. There was a space for kids to read, play quietly, learn. It was an amazing asset to our community.
- At our other library they brought in someone for like special classes for kids, a cartoonist for art was an example and the kids loved it!
- Comfortable chairs, fireplace, interactive play for children (similar to Frisco), comfortable outside seating, private meeting rooms, events for children and seniors, a central hub for downtown.
- Play space for young kids, book tents, train table, etc. The reason we don't go to the Celina library often is that there isn't much to do for young kids (2 years).
- Options for children programming outside of working hours (8-5).
- More/continue with summer activities for tweens and teens (i.e. Dungeons & Dragons, anime, etc)
- The toddler and baby story times have lately been inconsistent- I would also love a better way to know when those events are.
- Story Time
- Bigger selection of books. Story time. Children's area. Better area to sit.
- Since the library is so small, having additional story times for children would be great so it isn't so cramped and it would be easier for the kids to see the books being read. For example, if there was a 10 am and 11 am storytime (same content), then each storytime would be less crowded, making it a better experience for all and more people could benefit from the library. It would be neat if there were jigsaw puzzles/activities (games, learning activities, etc.) for children, teens, and seniors to do while at the library.
- Story telling for kids, lot of personality development books, better infrastructure like Frisco library
- Bilingual story time 3D printing Anime Comic Con Kids Book Club Art Day Coding

MORE BOOKS

- Rooms for programs to be held, additional services such as hot spot check out, access to online learning games for kids, more books
- Large collection of books
- Poetry open mic night and greater selection of books
- 24/7 access, wide selection of books, eBooks, audio books, etc. Literature and resources in Urdu. Spacious space to accommodate growing community. Ample parking. Welcoming space, aesthetically pleasing location.
- Larger selections with more seating and dedicated quiet spaces. More computer/printer access for work/school projects
- Expanded selection of books
- More books, bigger space etc, kid friendly.
- Good collection of books
- Bigger library with more children's books
- I'm a prosper resident, and Prosper Library has very little amount/quality/selection of books for both adults and children, so we have to use Frisco to obtain access to a more adequate amount/quality/selection of books. We would love to pay for annual membership to Celina, if it provides access to a wider variety of books (including through any interlibrary loan programs, digital, etc). We also would love to pay for a Celina library membership if there were more children's programs and activities. If it is relevant, we are homeschoolers, with kids ages 9 and 11.
- I'd love to see meeting room options for local groups and an expanded book selection.
- A book club would be an asset for all ages. Also a more expansive collection of books for adults.
- Clean, welcoming decor. Children group activities. Bigger section of books. Craft and Art classes for 5-10year old. About 10 computer spots with pay-per use print/copy/scan/fax. Sensory toys and mat area for toddlers. Circle time activities. More employees.
- More books and a larger space.
- Bigger selection of books. Story time. Children's area. Better area to sit.
- Lot more books, steam projects that we could borrow
- More fiction
- Expanded book selection. Additional computers for searching and easier search technology. Additional seating for reading.
- I love the idea of enhancing the outdoor spaces. A larger selection of books and employees who can guide young readers to quality literature would be great.
- More space for a wider selection of books, magazines, and just about everything - current space is far too small and cramped.
- Updated design and layout - it looks and feels old on the inside. Book clubs or ways to connect with others. More book options in general.
- Overall larger building, larger children's section, and larger book collection
- Inventory of print books, multicultural & language PRINT books, programs for teaching diverse culture & language, research journals & publications for older kids & adults, fun programs outside of school and office timings
- A larger book selection

- Most of my reading interest is non-fiction - personal growth, business development, that sort of thing. There are not a lot of options to find those books in the Celina library.
- Larger, more fiction books for adults, teens, children
- I love the library, and I am excited to see it grow. In general a larger space with additional materials and resources would be great.
- Library Need to have more books for kids and more CD/DVD collections. most of the times books we need are already out or in reserve, multiple sets might help.
- More space, more child friendly furniture, more book options, more Christian options
- Larger space and collection
- More books and a bigger space
- More books and magazines related to computer, high-tech and economics.
- I really would like to see an expansion of books and academic resources at the Celina Public Library. Most homeschoolers like myself are forced to get a membership at Frisco for research. More audiobooks for children would be nice. And there should be a year-round space for seasonal books (Christmas etc.) because my kids love to peruse them instead of looking up titles online.
- More Children's books for middle-school aged kids and more programs for elementary and middle-school aged kids. Maker Space would be a great asset as well. More room & Seating would be ideal.
- Greater variety of books
- Need Tamil books and novels. Tamil is one of the oldest languages on earth and Celina has lot of Tamil Asian families and would recommend adding a section for the same
- More current book options for adults. More adult programs.
- More books that are new and recent. Up to date computers and comfortable seating/workspace.
- New releases for audio and digital books- or a partner with Carrollton library which is fantastic.
- I would like to see more current books offered, digital access, business center, and coffee shop.
- Quiet study rooms and a broader selection of modern day popular books
- Improve lighting especially more natural light , increase space, new paint, more seatings, newer and more printed books
- More space for group events such as toddler time. More up to date book choices (current lists such as Reese Witherspoon book list etc.)
- Availability of latest books of technology and medicine

MORE SPACE

- The library needs much more space to make it more inviting for kids.
- Bigger building, hangs on things for the littles. Bedford public library is our favorite!
- Better Parking and Larger Library
- More space, silent rooms, conference centers, kids area and tons of activities
- 24/7 access, wide selection of books, eBooks, audio books, etc. Literature and resources in Urdu. Spacious space to accommodate growing community. Ample parking. Welcoming space, aesthetically pleasing location.
- More books, bigger space etc, kid friendly.

- Our family LOVES the Celina library. We wish they had more space so it wasn't so cramped. Especially for events, there's not enough space. Would love to see a toddler area (play space) for littles to get out energy while older siblings are hunting books.
- We would like to have modern library with a lot of space for events.
- Private meeting rooms and more space
- Bigger library with more children's books
- Definitely a larger building would be nice. Also additional parking is a must. That is one reason I don't use the library more often.
- I'd like to see better digital archive of modern literature. Comparing to other libraries our is not big :(Also it would be great to have more space in public library for different goals and meetings. Thank you for your work.
- More space for children's story time. It's very cramped.
- More books and a larger space.
- Bigger Library and more walking space between aisle, more activities for children to enjoy reading and learning.
- More space to more around or sit to work
- More space for a wider selection of books, magazines, and just about everything - current space is far too small and cramped.
- A cafe and cool seating. Larger library
- New technology like 3D printing and digital books. More room would be nice with windows to bring in more natural light. Maybe a garden area to sit and read.
- Larger space for larger book capacity & selection
- Overall larger building, larger children's section, and larger book collection
- More kid activities, and even rooms with toys. A place where mothers can come to have play groups as well as sit and read with their child. Classes to teach mothers good parenting skills and be a support to them. Classes that encourage parents to get out and allow for a safe play zone as well as stir the imagination. Big open spaces for parents to sit comfortably with their child to read and do voices and things, without fear that they are bothering others. Zones for young teens to come and get their quiet "me" time, in a comfortable and cool space. Safe options for teens to explore for themselves and discover things. Also, nice cubicles where a person can really zone into their work if they need to.
- I would like to see more lounge areas to enjoy the space and read it just relax in the quiet. I would also just like there to be more space to maneuver throughout the library. I think it would be cool to have some intro trade classes and things of the like taught there.
- More visually engaging children's area. Kids don't pick books by reading the spines. Much larger facility. Now it's okay to go in and out on some days, but it's too small and crowded to stay and hang out with kids to have fun. I grew up with the library as a fun place to spend a weekend morning or afternoon as a child. Unlimited engagements for my imagination and no limit to space or crowds
- Bigger library, larger kids area that's interactive- like the Frisco one. Better online library. More kids activities.
- I would like to see the library expand to a much larger size. We pay high taxes and Celina library should reflect the growth of Celina. A play area for small children. A community room in the library for storytime.

- Improve lighting especially more natural light , increase space, new paint, more seatings, newer and more printed books
- I love the library, and I am excited to see it grow. In general a larger space with additional materials and resources would be great.
- More space, more child friendly furniture, more book options, more Christian options
- I would enjoy a larger space to hold more options to borrow. It would also be wonderful if there was small group space that we could use for our Girl Scout meetings. We currently use the break room in the Kroger on Preston.
- I'd just like for it to have more space for meetings and conferences. To have a space for maker space.
- Larger space and collection
- I think the hours need be earlier than 10 am. I think the library needs to be MUCH bigger. Celina is growing exponentially and the library isn't big enough nor have enough services. I think the library should be advertised as the place for all NEW residents to go to learn about what there is in Celina (not just the history). Since we don't have a designated Visitor's Bureau, the library should be the Welcome center to the City. Brochures and pamphlets of the organizations and businesses within Celina. There should be tutoring space for before and after school as well. There should also be a community room or two where groups like MOPS (Moms of Pre Schoolers) could get together once a week. As much as I love libraries and could often be found at them as a teenager, I think our Celina Library is SORELY behind the times. It needs its OWN website, not on the City Website.
- More books and a bigger space
- More Children's books for middle-school aged kids and more programs for elementary and middle-school aged kids. Maker Space would be a great asset as well. More room & Seating would be ideal.
- More space for group events such as toddler time. More up to date book choices (current lists such as Reese Witherspoon book list etc.)

MORE ROOMS (QUIET ROOM, MEETING ROOMS/AREA)

- A cafe; a community garden; a playground for kids up to 12 years old; walking paths; spacious and fun in room designs and decor; meeting rooms; water fountain; real bookmarks; self checkout options.
- A huge multi-purpose room for many activities of different genres.
- Comfortable chairs, fireplace, interactive play for children (similar to Frisco), comfortable outside seating, private meeting rooms, events for children and seniors, a central hub for downtown.
- Extra space for rooms and conference styles. I work from home and it's nice to work out of a library sometimes when there's enough space and room for everyone to spread out and not feel so cramped.
- Good infrastructure and more rooms for various activities
- I love the 'old school' library, I don't need a 4 story building. :) I would like more seating in there, maybe a quiet space. I'd love to now go and explore more local history. The employees/volunteers are the kindest, most helpful people!
- I think the hours need be earlier than 10 am. I think the library needs to be MUCH bigger. Celina is growing exponentially and the library isn't big enough nor have enough services. I think the library should be advertised as the place for all NEW residents to go to learn about what there is in Celina (not just the history). Since we don't have a designated Visitor's Bureau, the library should be the

Welcome center to the City. Brochures and pamphlets of the organizations and businesses within Celina. There should be tutoring space for before and after school as well. There should also be a community room or two where groups like MOPS (Moms of Pre Schoolers) could get together once a week. As much as I love libraries and could often be found at them as a teenager, I think our Celina Library is SORELY behind the times. It needs its OWN website, not on the City Website.

- I work from home but frequently lose internet from construction. A quiet place like a study room would be a great place for me to go when my internet goes out.
- I would enjoy a larger space to hold more options to borrow. It would also be wonderful if there was small group space that we could use for our Girl Scout meetings. We currently use the break room in the Kroger on Preston.
- I would like to see the library expand to a much larger size. We pay high taxes and Celina library should reflect the growth of Celina. A play area for small children. A community room in the library for storytime.
- I'd just like for it to have more space for meetings and conferences. To have a space for maker space.
- I'd love to see meeting room options for local groups and an expanded book selection.
- Larger meeting area
- Larger selections with more seating and dedicated quiet spaces. More computer/printer access for work/school projects
- Library is very small, looking for quite room
- Meeting rooms, or quiet places to read or work
- Meeting rooms, or quiet places to read or work
- More kid activities, and even rooms with toys. A place where mothers can come to have play groups as well as sit and read with their child. Classes to teach mothers good parenting skills and be a support to them. Classes that encourage parents to get out and allow for a safe play zone as well as stir the imagination. Big open spaces for parents to sit comfortably with their child to read and do voices and things, without fear that they are bothering others. Zones for young teens to come and get their quiet "me" time, in a comfortable and cool space. Safe options for teens to explore for themselves and discover things. Also, nice cubicles where a person can really zone into their work if they need to.
- More space, silent rooms, conference centers, kids area and tons of activities
- More space, silent rooms, conference centers, kids area and tons of activities
- Outdoor activity and new technology, communal activity space and meeting areas for city or other group functions.
- Private meeting rooms and more space
- Private meeting rooms for small groups of 5-20 people, plus more local media needs to be available
- Quiet study rooms and a broader selection of modern day popular books
- Rooms for programs to be held, additional services such as hot spot check out, access to online learning games for kids, more books
- rooms for tutoring, rooms for book clubs, quiet room for study or work
- rooms for tutoring, rooms for book clubs, quiet room for study or work
- Small sound proof rooms for reading/working in small groups or independently.
- Study rooms and maker spaces would be useful amenities. For programming, ensuring the library does not promote radical literature contrary to our community values (e.g. LBQT fiction directly marked to children) is incredibly important.

- Teen craft programs. Meeting/study rooms

MORE DIGITAL OPTIONS/TECHNOLOGY USE

- More digital options
- 24/7 access, wide selection of books, eBooks, audio books, etc. Literature and resources in Urdu. Spacious space to accommodate growing community. Ample parking. Welcoming space, aesthetically pleasing location.
- I would like to see more current books offered, digital access, business center, and coffee shop.
- Community classes for home management, learning to use tools safely. More online book access (maybe partnership with larger communities?)
- Hoopla. The Great Courses. I cannot see well to read books or ebooks and so I listen to audiobooks. I used to have Hoopla through Frisco public library but it was replaced with Libby. I much prefer the selections on Hoopla especially The Great Courses, a collection of phenomenal lectures series created by esteemed college professors for the general public on fascinating topics.
- More digital options
- Digital media/Maker-space. Minecraft/Lego/Robotics/STEAM/3D printing activities. Learning languages like Mandarin/Spanish/sign language for adults and kids. Board game meetups. Music. Tutoring. Crafts/Art/drawing for kids/adults. Book club. More virtual options and more audiobook options. Longer checkout times with easier renewing online/multiple drop off locations.
- I'm a prosper resident, and Prosper Library has very little amount/quality/selection of books for both adults and children, so we have to use Frisco to obtain access to a more adequate amount/quality/selection of books. We would love to pay for annual membership to Celina, if it provides access to a wider variety of books (including through any interlibrary loan programs, digital, etc). We also would love to pay for a Celina library membership if there were more children's programs and activities. If it is relevant, we are homeschoolers, with kids ages 9 and 11.
- I'd like to see better digital archive of modern literature. Comparing to other libraries our is not big :(Also it would be great to have more space in public library for different goals and meetings. Thank you for your work.
- I have grandchildren; the library is a resource for when they visit. I would enjoy a larger selection of e books, etc. Also we are interested in genealogical and historical research.
- teen book clubs; expanded digital book offerings
- Ebooks
- Digital lending needs to be ramped up even more. Kids play and learning center (STEM) would be great.
- access to research articles and information, more ebooks
- More online libraries to check out digital books. Libby is great but the books available online including their quantity are limited.
- digital books through kindle. Also audio books from audible or other resources.
- More access to audio books and a maker space for crafting
- Maker space, expanded dedicated children's collection, programs dedicated to children by age group (toddler, young child, teen, young adult, etc.), expanded digital access collection, expanded programs for younger and middle-aged adults (book clubs, reading groups, etc.)

- Bigger library, larger kids area that's interactive- like the Frisco one. Better online library. More kids activities.
- I want the Celina library to integrate with the Libby app to offer digital kindle library books! I would love that!
- I really would like to see an expansion of books and academic resources at the Celina Public Library. Most homeschoolers like myself are forced to get a membership at Frisco for research. More audiobooks for children would be nice. And there should be a year-round space for seasonal books (Christmas etc.) because my kids love to peruse them instead of looking up titles online.
- I would like to have access to more digital copies of current books. Most of the time the library either doesn't have the book available or there is a very long waitlist.
- As a retired teacher I believe that the library is essential to everyone. However, with this new generation I believe that Technology is essential! I love Libby it's super convenient and I use it all the time! I would like more ways to connect online with digital books and streaming options. I would also like more audio book options as well! As a retired teacher, I think partnerships with schools is really essential! Especially for student involvement as well as activities cosponsored by the schools and others organization s like churches or clubs! Asking students what they want both young and old... finding out what might interest them Is important to their participation as well as helping them in integrating the Library (not just the internet and Google) into there lives as well... Homeschool groups and organizations like Grace Bridge might help you make connections to other segments of Celina you might miss. I have always had connections with the library! And for my son, when he was young, it improved and challenged him in literacy. He is now a wonderful reader in Collin College so I would love to see a partnership there as well! Always be inovative but remember to not loose the love for literacy! I would be willing to be on a committee to help research more Ideas for Celina, as a retired teacher I greatly appreciate it's value!
- More books that are new and recent. Up to date computers and comfortable seating/workspace.
- Outdoor activity and new technology, communal activity space and meeting areas for city or other group functions.
- Rooms for programs to be held, additional services such as hot spot check out, access to online learning games for kids, more books
- More online services like reserve the item ahead and complimentary services to use streaming networks etc for kids.

CLASSES

- Story time to have a big screen displaying the book with a mic'd presenter, inservices on how to use computer programs,
- Craft classes
- Community classes for home management, learning to use tools safely. More online book access (maybe partnership with larger communities?)
- 1) Offer satellite government offices at the library, as the wait for appointment times is unreasonable and often requires driving long distances. Examples: passport application, auto registration, driver's licenses, paying property taxes, file birth certificates, etc. 2) Adult Learning Center: dedicated classroom which can be used to teach free classes such as English as a 2nd language; digital and financial literacy; public service and leadership. Such curriculum would

benefit both citizens and the city of Celina.3) Children's area. Need more room for children to gather for library reading time and for special guest events. Important that kids learn to enjoy books before they become absorbed by the digital world. Need a robust summer reading and art program.

- Sewing
- Music class and story time were always a huge thing for our littles that helped them love the library. Any late fees will keep me from using your library. McKinney doesn't charge. Unlimited book checkouts is a huge bonus at the McKinney one. Online reservations for books or book order requests is a nice feature.
- More book clubs and senior learning activities eg classes, hobby
- Digital media/Maker-space. Minecraft/Lego/Robotics/STEAM/3D printing activities. Learning languages like Mandarin/Spanish/sign language for adults and kids. Board game meetups. Music. Tutoring. Crafts/Art/drawing for kids/adults. Book club. More virtual options and more audiobook options. Longer checkout times with easier renewing online/multiple drop off locations.
- More Libby options, classes! My old library offered so many classes .. educational, crafts, sewing, language. It was a place we spent a ton of time.
- Free Courses/Presentations - such as Gardening, DIY activities, Financial Education, Life Skills
- Clean, welcoming decor. Children group activities. Bigger section of books. Craft and Art classes for 5-10year old. About 10 computer spots with pay-per use print/copy/scan/fax. Sensory toys and mat area for toddlers. Circle time activities. More employees.
- Foreign Language learning programs and a business and finance classes for children and adults
- Friends of the library group, book sales, maybe have a representative of AARP do regular courses, Lawyer come and speak about wills and power of attorney, organization that does health screening, programs for seniors, multiple book club groups, sometimes you will have books in a series, but not the whole series, feature an adult author each week with their books. Have a paragraph write up on what the books are about such as mystery, romance, FBI, murder, thriller, etc. Have tax preparer come down to help seniors with income tax.
- In person and virtual learning programs for the community and Texas Library Shared Card (essential)
- ESL program Art and craft activitiesOther courses/classes for adults Activities for kids with special needs
- Inventory of print books, multicuture & language PRINT books, programs for teaching diverse culture & language, research journals & publications for older kids & adults, fun programs outside of school and office timings
- More kid activities, and even rooms with toys. A place where mothers can come to have play groups as well as sit and read with their child. Classes to teach mothers good parenting skills and be a support to them. Classes that encourage parents to get out and allow for a safe play zone as well as stir the imagination. Big open spaces for parents to sit comfortably with their child to read and do voices and things, without fear that they are bothering others. Zones for young teens to come and get their quiet "me" time, in a comfortable and cool space. Safe options for teens to explore for themselves and discover things. Also, nice cubicles where a person can really zone into their work if they need to.
- LinkedIn learning or something similar

- I would like to see more lounge areas to enjoy the space and read it just relax in the quiet. I would also just like there to be more space to maneuver throughout the library. I think it would be cool to have some intro trade classes and things of the like taught there.
- Teen craft programs. Meeting/study rooms
- Learning workshops in general
- 3D printing, Coding, art club, anime convention, gardening club/teaching, seed/plant swap, career development (learn what the jobs are about), classes on book keeping, how to classes.

MORE ACTIVITIES/PROGRAMS FOR ALL AGES/ABILITIES

- Exclusive Children play area and activities for all ages
- Family with young kids related programming
- Poetry open mic night and greater selection of books
- Maybe some programming or gaming activities.
- More current book options for adults. More adult programs.
- adult programs/groups/clubs
- More programs for adults 25-40
- Book club options, more activities at times for those that work, more activities at times for children after school, local author meet and greets
- Virtual programs and book signings - writing or genealogy workshops - local art or photos on display as min art gallery within the library. A coffee shop would be lovely! (even though walking across the street is an option)
- More adult programs
- Maker space, expanded dedicated children's collection, programs dedicated to children by age group (toddler, young child, teen, young adult, etc.), expanded digital access collection, expanded programs for younger and middle-aged adults (book clubs, reading groups, etc.)
- Inventory of print books, multicultural & language PRINT books, programs for teaching diverse culture & language, research journals & publications for older kids & adults, fun programs outside of school and office timings
- Having board games, adult programming, book clubs,
- Comfortable chairs, fireplace, interactive play for children (similar to Frisco), comfortable outside seating, private meeting rooms, events for children and seniors, a central hub for downtown.
- Special needs programs. (Autism specifically); Adaptive books for autism
- ESL program Art and craft activitiesOther courses/classes for adults Activities for kids with special needs

BOOK CLUBS, GROUPS

- Book clubs for teen to retired (age appropriate)
- More book clubs and senior learning activities eg classes, hobby
- Digital media/Maker-space. Minecraft/Lego/Robotics/STEAM/3D printing activities. Learning languages like Mandarin/Spanish/sign language for adults and kids. Board game meetups. Music. Tutoring. Crafts/Art/drawing for kids/adults. Book club. More virtual options and more audiobook options. Longer checkout times with easier renewing online/multiple drop off locations.

- Book club options, more activities at times for those that work, more activities at times for children after school, local author meet and greets
- teen book clubs; expanded digital book offerings
- A book club would be an asset for all ages. Also a more expansive collection of books for adults.
- More social activities for teens and adults. Book clubs, gaming nights (Dungeons and Dragons, Bunco, etc).
- Book clubs
- Friends of the library group, book sales, maybe have a representative of AARP do regular courses, Lawyer come and speak about wills and power of attorney, organization that does health screening, programs for seniors, multiple book club groups, sometimes you will have books in a series, but not the whole series, feature an adult author each week with their books. Have a paragraph write up on what the books are about such as mystery, romance, FBI, murder, thriller, etc. Have tax preparer come down to help seniors with income tax.
- Updated design and layout - it looks and feels old on the inside. Book clubs or ways to connect with others. More book options in general.
- Book club
- Having board games, adult programming, book clubs,
- Bilingual story time 3D printing Anime Comic Con Kids Book Club Art Day Coding
- Friends of the library group, book sales, maybe have a representative of AARP do regular courses, Lawyer come and speak about wills and power of attorney, organization that does health screening, programs for seniors, multiple book club groups, sometimes you will have books in a series, but not the whole series, feature an adult author each week with their books. Have a paragraph write up on what the books are about such as mystery, romance, FBI, murder, thriller, etc. Have tax preparer come down to help seniors with income tax.

COFFEE SHOP/CAFÉ

- I would like to see a Barnes and Nobles atmosphere with an option of having a coffee or coffee shop built in.
- I would like to see more current books offered, digital access, business center, and coffee shop.
- Coffee shop
- Casual space for reading, vending machine or cafe
- Virtual programs and book signings - writing or genealogy workshops - local art or photos on display as min art gallery within the library. A coffee shop would be lovely! (even though walking across the street is an option)
- Drive through book return, comfortable seating, and a place to grab coffee would be fantastic!
- A bigger children's area with more desks and sitting areas in general. Perhaps a coffee area.
- A cafe; a community garden; a playground for kids up to 12 years old; walking paths; spacious and fun in room designs and decor; meeting rooms; water fountain; real bookmarks; self checkout options.
- A cafe and cool seating. Larger library
- Coffee!
- Cafe

MORE/BETTER SEATING

- Larger selections with more seating and dedicated quiet spaces. More computer/printer access for work/school projects
- I love the 'old school' library, I don't need a 4 story building. :) I would like more seating in there, maybe a quiet space. I'd love to now go and explore more local history. The employees/volunteers are the kindest, most helpful people!
- More books that are new and recent. Up to date computers and comfortable seating/workspace.
- Bigger selection of books. Story time. Children's area. Better area to sit.
- Drive through book return, comfortable seating, and a place to grab coffee would be fantastic!
- Expanded book selection. Additional computers for searching and easier search technology. Additional seating for reading.
- A cafe and cool seating. Larger library
- Improve lighting especially more natural light , increase space, new paint, more seatings, newer and more printed books
- It would be nice to have a library like a Barnes and Noble bookstore. A place large enough to have comfortable seating to meet people and socialize. An area for kids to feel comfortable reading and activities. An area for kids of all ages to research and have access to computers and other up to date technology.
- Comfortable chairs, fireplace, interactive play for children (similar to Frisco), comfortable outside seating, private meeting rooms, events for children and seniors, a central hub for downtown.
- More Children's books for middle-school aged kids and more programs for elementary and middle-school aged kids. Maker Space would be a great asset as well. More room & Seating would be ideal.

MAKERSPACE

- Maker space
- A fully equipped makerspace
- Digital media/Maker-space. Minecraft/Lego/Robotics/STEAM/3D printing activities. Learning languages like Mandarin/Spanish/sign language for adults and kids. Board game meetups. Music. Tutoring. Crafts/Art/drawing for kids/adults. Book club. More virtual options and more audiobook options. Longer checkout times with easier renewing online/multiple drop off locations.
- makerspace and lending library of tools and hobby/craft items
- Makerspace, Lego classes, kids book clubs
- My 13 year old loves Minecraft and it would be great if there was something fun he could do in a safe space with others who like it and they can meet new people. My 9 year old loves art and a makerspace area would be great.
- Maker space, expanded dedicated children's collection, programs dedicated to children by age group (toddler, young child, teen, young adult, etc.), expanded digital access collection, expanded programs for younger and middle-aged adults (book clubs, reading groups, etc.)
- I'd just like for it to have more space for meetings and conferences. To have a space for maker space.
- More Children's books for middle-school aged kids and more programs for elementary and middle-school aged kids. Maker Space would be a great asset as well. More room & Seating would be ideal.

BEAUTIFICATION OF LIBRARY

- 24/7 access, wide selection of books, eBooks, audio books, etc. Literature and resources in Urdu. Spacious space to accommodate growing community. Ample parking. Welcoming space, aesthetically pleasing location.
- Clean, welcoming decor. Children group activities. Bigger section of books. Craft and Art classes for 5-10year old. About 10 computer spots with pay-per use print/copy/scan/fax. Sensory toys and mat area for toddlers. Circle time activities. More employees.
- A cafe; a community garden; a playground for kids up to 12 years old; walking paths; spacious and fun in room designs and decor; meeting rooms; water fountain; real bookmarks; self checkout options.
- Updated design and layout - it looks and feels old on the inside. Book clubs or ways to connect with others. More book options in general.
- New technology like 3D printing and digital books. More room would be nice with windows to bring in more natural light. Maybe a garden area to sit and read.
- More visually engaging children's area. Kids don't pick books by reading the spines. Much larger facility. Now it's okay to go in and out on some days, but it's too small and crowded to stay and hang out with kids to have fun. I grew up with the library as a fun place to spend a weekend morning or afternoon as a child. Unlimited engagements for my imagination and no limit to space or crowds
- Improve lighting especially more natural light , increase space, new paint, more seatings, newer and more printed books
- Large more inviting space. We had an amazing library in our previous city and my kids loved going weekly. There was a space for kids to read, play quietly, learn. It was an amazing asset to our community.

OUTDOOR AREA

- Outdoor reading area where kids can play and read
- Outdoor activity and new technology, communal activity space and meeting areas for city or other group functions.
- Outdoor story time for kids
- plenty of outdoor seating
- A cafe; a community garden; a playground for kids up to 12 years old; walking paths; spacious and fun in room designs and decor; meeting rooms; water fountain; real bookmarks; self checkout options.
- I love the idea of enhancing the outdoor spaces. A larger selection of books and employees who can guide young readers to quality literature would be great.
- New technology like 3D printing and digital books. More room would be nice with windows to bring in more natural light. Maybe a garden area to sit and read.
- Comfortable chairs, fireplace, interactive play for children (similar to Frisco), comfortable outside seating, private meeting rooms, events for children and seniors, a central hub for downtown.

RESEARCH RESOURCES

- I have grandchildren; the library is a resource for when they visit. I would enjoy a larger selection of e books, etc. Also we are interested in genealogical and historical research.
- access to research articles and information, more ebooks
- Genealogy Section, Interlibrary Loan
- 3D printer, Fax, research books
- Inventory of print books, multicultural & language PRINT books, programs for teaching diverse culture & language, research journals & publications for older kids & adults, fun programs outside of school and office timings
- It would be nice to have a library like a Barnes and Noble bookstore. A place large enough to have comfortable seating to meet people and socialize. An area for kids to feel comfortable reading and activities. An area for kids of all ages to research and have access to computers and other up to date technology.
- I really would like to see an expansion of books and academic resources at the Celina Public Library. Most homeschoolers like myself are forced to get a membership at Frisco for research. More audiobooks for children would be nice. And there should be a year-round space for seasonal books (Christmas etc.) because my kids love to peruse them instead of looking up titles online.
- Access to microfiche files & microfiche readers for historical research & technical info on science journals, medical journals & historical reference material. Access to specialized journals & sources such as ARXIV & Jane's Defense Weekly. Many technical journals are too expensive to "access;" this area is a prime benefit that the library can offer.

STEM ACTIVITIES

- Science Kits for things like robotics, chemistry, etc. Similar to the ones offered by Frisco
- I do love the other local libraries that have a civic auditorium attached my girls (6 and 7) have always enjoyed the summer program offerings there (Magic shows, puppets/marionettes, guest authors, mad scientists and other entertainers.) I would also love to see a larger children's book selection and more STEM type activities for grade school kids!
- Digital media/Maker-space. Minecraft/Lego/Robotics/STEAM/3D printing activities. Learning languages like Mandarin/Spanish/sign language for adults and kids. Board game meetups. Music. Tutoring. Crafts/Art/drawing for kids/adults. Book club. More virtual options and more audiobook options. Longer checkout times with easier renewing online/multiple drop off locations.
- Ok so I accidentally wrote a poorly formatted essay because I was so excited to share ideas and I apologize since it is too in depth and y'all probably wanted some quick little answers. To summarize though, I first started talking about how my College Library has started a board game program and I think it's a great idea that y'all should consider. And my second point was about creating programs to educate the younger population here about STEM fields such as programming and Artificial Intelligence since they will have such a strong impact on the world but have hugely negative stigma around them about learning them or their capabilities. I rarely use the Celina Library since it is out of my way and the Library at my Collin College Campus is phenomenal, so I'm not the most aware of what the Celina Library currently offers since I haven't been there in a year. One idea the Frisco Collin Campus Library is getting into is a board game collection. Board games are so different these days than they used to be, and there is so much more fun to be had

than the classical ideas of board games with Monopoly, The Game of Life, Uno, etc. Board gaming and other 'geeky' hobbies have also been getting a lot more publicity from shows like Stranger Things, or the popular D&D campaign Critical Role(the Twitch channel with the highest earnings out of any channel last year), so it would make sense to offer the community the ability to play the new age board games that are out there. Boards game have so much variety to them these days, but they are oh so expensive, so if a family or group of friends wants to try a highly rated game like Betrayal at House on the Hill, then they will need to spend \$50 and maybe even find out they don't like that style of game. A board game library could give the community the chance to explore the hobby of board games by bringing people together and allowing them to try at an affordable price. I've been working very closely with my school's library program and also run a board game club at Collin so obviously I'm super biased about this, but I think it's at least something worth looking into. The campus library has been able to receive game donations from local board game stores, have packaged the games up and sleeved cards to increase durability, and have started letting students check them out for a few days with a library card. Anyways I've ranted enough about this topic already but I hope it's clear that I'm passionate about this and think it should be considered as part of the ideals of a community library to give people the ability to access knowledge and current social trends such as having hang out places for kids, or access to 3D printers and technology with the MakerSpaces. Dang I wrote too much sorry and I hope this is actually read but I understand if it isn't. My second request also stems from my campus library and the programs they offer there, but as a student in STEM, I love that more libraries and communities are promoting this field more and more to people and children. The John and Judy Gay Library that I used to go to(I primarily went there because it was very open and allowed so many people and students to use good wifi to study and even offered meeting rooms to be reserved) has several programs for children and teens focusing on STEM. I'm specifically in Cyber Security and Programming, so I'm biased towards advocating that a basic understanding of coding and programming would do wonders for getting people into tech since the general ideas around programming is that it is impossibly difficult and weird and not useful to the average person. And there is some truth in that since learning programming takes dedication(like any skill or job), but the stigma around it makes it so much less likely for people to get into it or give it a try. Instead of having programs or workshops teaching kids and teens to code, instead try teaching them how to make their own video games and then maybe that opportunity will give them the idea and drive to pursue a tech related hobby/field of education. This could be a great opportunity to get more woman and girls into the field of STEM as it's primarily male dominated(in most of my CyberSec classes there is 1-2 girls at most in a class of 30 students), video game design might attract more boys though so girl focused programs like the Girls Who Code organization might better suit that. Now changing topics a bit but remaining under the technology department, I think education about AI and Machine Learning is absolutely needed for our younger generation. Things like ChatGPT recently breaking the news and the AI Image Generators of the past year have really shown that our world and how it works is going to change because of these tools. And if our education system decides to ignore, or even demonize them(with regards to ChatGPT and cheating), then our future generation is going to be lost in a world that relies on AI in 10 years. Maybe host a workshop showing people how ChatGPT can help them study like a personal tutor, or have kids create professional quality pictures and song lyrics about ideas they give to the AI. I think letting children and teens see how their creative thoughts and ideas stuck in their head because they don't have artistic abilities or the knowledge required to create technical programs via coding can become real in front of their eyes could really have an

impact on them. For me personally, learning how to use Stable Diffusion and Midjourney (Two popular AI Image Generators) this past year was some of the most fun I've had as I was given the tools and ability to actually create art despite not having the years of experience required. And this past month where I've been exploring ChatGPT and it's insane capabilities has left me awestruck as it can write crazy code programs or teach me complex topics in a personalized way where I can ask questions about specific bits I don't understand, but it has cemented how AI is going to fundamentally change our world in the coming years and if we don't hop on the train then it is clear that we will be left behind as learning it now is so important. I realize I dumped so much info here and I apologize but I'm just really excited that a library is asking for ideas because they are one of the last bastions of community in our day and age that have the capability to educate and influence the people without all the ulterior motives of the rest of the world.

- Digital lending needs to be ramped up even more. Kids play and learning center (STEM) would be great.
- 3D printing, Coding, art club, anime convention, gardening club/teaching, seed/plant swap, career development (learn what the jobs are about), classes on book keeping, how to classes.
- Stem projects for kids
- Bilingual story time 3D printing Anime Comic Con Kids Book Club Art Day Coding

ART/MUSIC ACTIVITIES/DISPLAYS

- I would like to see more display space for local history or showing off student work (public school or homeschool).
- Art displays
- Virtual programs and book signings - writing or genealogy workshops - local art or photos on display as min art gallery within the library. A coffee shop would be lovely! (even though walking across the street is an option)
- ESL program Art and craft activities Other courses/classes for adults Activities for kids with special needs
- I would love to see exhibits featuring local artist's work. i.e. quilting, embroidery, knife making, woodworking, etc.
- Kids music classes and art like prosper does
- Crafts
- Art displays, music performances, summer camp-like options

GAMES/GAMING ACTIVITIES

- Chess gaming activities
- Maybe some programming or gaming activities.
- More social activities for teens and adults. Book clubs, gaming nights (Dungeons and Dragons, Bunco, etc).
- Since the library is so small, having additional story times for children would be great so it isn't so cramped and it would be easier for the kids to see the books being read. For example, if there was a 10 am and 11 am storytime (same content), then each storytime would be less crowded, making it a better experience for all and more people could benefit from the library. It would be neat if there

were jigsaw puzzles/activities (games, learning activities, etc.) for children, teens, and seniors to do while at the library.

- Video game rentals
- Having board games, adult programming, book clubs,
- My 13 year old loves Minecraft and it would be great if there was something fun he could do in a safe space with others who like it and they can meet new people. My 9 year old loves art and a makerspace area would be great.

HOMESCHOOL PROGRAMS

- Homeschool programs and classes
- As a homeschooling family, we often need an affordable place to meet with other families for socializing, programs, and classes. I have heard others talk about being able to check out passes to local attractions from the library, like the Dallas Zoo, Heard Museum, Sci-Tech Museum, and Perot Museum.
- Programs for homeschoolers
- A homeschool program and overall more space for kids to explore and hang out.
- Homeschool classes
- Homeschool programs all ages
- Homeschool events - like unit study type things

PRINTING SERVICES

- More Printing services like 3D , big prints, Tshirt print etc. Story reading and child activity.
- 3D printer, Fax, research books
- New technology like 3D printing and digital books. More room would be nice with windows to bring in more natural light. Maybe a garden area to sit and read.
- 3D printing
- 3D printing, Coding, art club, anime convention, gardening club/teaching, seed/plant swap, career development (learn what the jobs are about), classes on book keeping, how to classes.
- 3D printer, More kid's book selection and separate kids area
- Bilingual story time 3D printing Anime Comic Con Kids Book Club Art Day Coding

INCREASED LIBRARY ADVERTISING/MARKETING

- I have two kids and would use the library for children's programs but never thought of it, don't see ads about programs or info so I'm not even sure what services are offered.
- I would like more promotion of current programs and services as I am unaware. Any program for children with differences (ex: speech delay, spectrum disorder, disabled, ect.) or more information about how current programs can be used by those who may need some understanding.
- We love the reading to dog program so more of those would be great. Also better advertising. I feel we miss events as they are advertised too close to the event and we already have plans.
- I think the hours need be earlier than 10 am. I think the library needs to be MUCH bigger. Celina is growing exponentially and the library isn't big enough nor have enough services. I think the library

should be advertised as the place for all NEW residents to go to learn about what there is in Celina (not just the history). Since we don't have a designated Visitor's Bureau, the library should be the Welcome center to the City. Brochures and pamphlets of the organizations and businesses within Celina. There should be tutoring space for before and after school as well. There should also be a community room or two where groups like MOPS (Moms of Pre Schoolers) could get together once a week. As much as I love libraries and could often be found at them as a teenager, I think our Celina Library is SORELY behind the times. It needs its OWN website, not on the City Website.

- Better promotion of library programs, capabilities and services.
- The toddler and baby story times have lately been inconsistent- I would also love a better way to know when those events are.

MORE DROP/RETURN BOXES

- I have two kids and would use the library for children's programs but never thought of it, don't see ads about programs or info so I'm not even sure what services are offered.
- Drive through book return, comfortable seating, and a place to grab coffee would be fantastic!
- How about local collection boxes to return the books.
- I think a book return chute would be helpful so you return items at any time.
- Drop box for books outside of the library for when it is closed. The hours almost always work for me, however it would be nice to have when they don't.
- Drop off locations across Celina
- A drive in with Automated belt to check in the books whenever we want to, not just when the library hours is open.

PARTNER WITH OTHER LIBRARIES

- New releases for audio and digital books- or a partner with Carrollton library which is fantastic.
- Provide access to other city's libraries as Celina library does not have access to enough material (books, DVD, etc.).
- Genealogy Section, Interlibrary Loan
- shared services with other/larger libraries
- Interlibrary loan that is accessible to more locations and no fees. Using Celina's library makes me nervous because of their fees. Take a look at how Frisco does theirs.

COMPUTER/PRINTER ACCESS

- Larger selections with more seating and dedicated quiet spaces. More computer/printer access for work/school projects
- Clean, welcoming decor. Children group activities. Bigger section of books. Craft and Art classes for 5-10year old. About 10 computer spots with pay-per use print/copy/scan/fax. Sensory toys and mat area for toddlers. Circle time activities. More employees.
- Expanded book selection. Additional computers for searching and easier search technology. Additional seating for reading.

- It would be nice to have a library like a Barnes and Noble bookstore. A place large enough to have comfortable seating to meet people and socialize. An area for kids to feel comfortable reading and activities. An area for kids of all ages to research and have access to computers and other up to date technology.

IMPROVED ACCESSIBILITY

- Access for those with disabilities including brailleSelf-checkoutAs a former educator I am thrilled to see new happenings at the library for entire community.
- 24/7 access, wide selection of books, eBooks, audio books, etc. Literature and resources in Urdu. Spacious space to accommodate growing community. Ample parking. Welcoming space, aesthetically pleasing location.
- Extended hours at least one day a month if not once a week. With commute times it is hard to get to the library to check out books.
- I believe multiple library locations needs to be built in Celina to cater to large population here. City should focus and prioritize on child development by establishing learning resources.

MORE/BETTER PARKING

- Better Parking and Larger Library
- 24/7 access, wide selection of books, eBooks, audio books, etc. Literature and resources in Urdu. Spacious space to accommodate growing community. Ample parking. Welcoming space, aesthetically pleasing location.
- Definitely a larger building would be nice. Also additional parking is a must. That is one reason I don't use the library more often.
- Easier access to parking

CULTURAL INCLUSIVITY/ACTIVITIES

- Healthy forums to have discussions on various issues across cultures as Celina has people from many cultures now.
- More culturally inclusive holiday lessons, guides, books.. activity sessions i.e. June teeth, Chinese New Year, Diwali and etc
- themed programs for various national holidays or monthly celebrations: e.g. womens history month, christmas , black history month, cinco de mayo, yom kippur etc. the more diverse the more inclusive

SELF CHECK-OUT

- A cafe; a community garden; a playground for kids up to 12 years old; walking paths; spacious and fun in room designs and decor; meeting rooms; water fountain; real bookmarks; self checkout options.
- Self checkout

- Access for those with disabilities including brailleSelf-checkoutAs a former educator I am thrilled to see new happenings at the library for entire community.

OTHER

- Test prep for programs and requirements
- Aditya Gupta
- Rooms for programs to be held, additional services such as hot spot check out, access to online learning games for kids, more books
- Guest speakers
- It would be most helpful if elementary level books were searchable by guided reading level OR DRA level.
- Job training
- The library is totally irrelevant in modern times.
- I would like to see some more manga in the library
- Best in class thinking future development .
- Increased resources in Libby or Hoopla
- 24/7 access, wide selection of books, eBooks, audio books, etc. Literature and resources in Urdu. Spacious space to accommodate growing community. Ample parking. Welcoming space, aesthetically pleasing location.
- I would like to see more current books offered, digital access, business center, and coffee shop.
- lifelong learning experiences, nice environment (with coffee allowed) to sit and read variety of magazines.
- I AM SO GLAD THAT IT WILL BE A BIGGER AREA. LOVE HAVING A LIBRARY.
- I currently use my library card to access books for my e-reader. That's all I personally need. When younger, I would go to the library to read, get audio books for road trips and research for homework both in school and college. Not anymore.
- Private meeting rooms for small groups of 5-20 people, plus more local media needs to be available
- 1) Offer satellite government offices at the library, as the wait for appointment times is unreasonable and often requires driving long distances. Examples: passport application, auto registration, driver's licenses, paying property taxes, file birth certificates, etc.2) Adult Learning Center: dedicated classroom which can be used to teach free classes such as English as a 2nd language; digital and financial literacy; public service and leadership. Such curriculum would benefit both citizens and the city of Celina.3) Children's area. Need more room for children to gather for library reading time and for special guest events. Important that kids learn to enjoy books before they become absorbed by the digital world. Need a robust summer reading and art program.
- Have to say we love the Celina library. Love that you are true to your roots in history and faith. Please don't lose that as the city grows and caters to "more or different people"like other cities have done in the area. The Celina library is truly a special place!
- lending program of items that are not books - tools, cookware, etc.
- Large open coz you areas for readers, separate areas and books based on age groups. After school tutoring and study groups and field trips at the library, using the ISD teachers input and ideas

because they know children needs and wants better than anyone! Keep the library full of old Celina history and tradition!

- Wish there was another library closer to where I live. Prosper library is close to me. I don't understand why they charge for a membership.
- Area for teens and genre geared for teens.
- competition and contests for everyone
- I am really concerned about the number of books in the children's and YA sections that feature gay romances or promote CRT, gender identity theory, and other "woke" ideologies. It's a huge red flag to me that not only are these books in the library in the first place, but that there's always at least one gay romance on the "featured" shelf in the YA section. Why does our library have these books and why on earth are they PROMOTING them?? I love everything else about our Celina library, but as my children get older and can pick out books for themselves, I will NOT be allowing them free-range of the library.
- better selection of clean, age appropriate, (no bi- sexual, gay, worldly views) teen and pre-teen books.
- A seed library
- More social activities for teens and adults. Book clubs, gaming nights (Dungeons and Dragons, Bunco, etc).
- Big fish tank
- Programs for young and local authors
- Cheap book sales
- Staff that is eager to help young readers
- Libraries are a cornerstone of towns like Celina. They provide people with free, valuable resources and are incredibly beneficial to those especially that are lower income. Even if it means an increase in taxes, I fully support any optimizations the library needs!
- More interactive sessions
- I would like the current library to stay where its at and preserve downtown Celina history
- Move the library to a better location and use that space for retail, etc to attract people. It's in a terrible location.
- I use the Lewisville library more because of their vast array of books, their comfortable, homey atmosphere My grandchildren love the kids section, it is huge! hope you would visit their library to see their setupIt is amazing!
- Distinguished Lecture Series (variety of topics) rotating exhibits.
- Writing center for college students
- I wrote earlier I have not yet visited Celina Library as I recently moved here. If not offered, I would very much like a way to be involved in the community - give me info as to how to do that and/or whom to contact. This would be great for all new Celina residents. Thank you for the opportunity to give my opinion.
- I love the current "book for sale" section, and always stop to browse. I would love to see this expanded, and perhaps even be adapted for an exchange type situation (I can donate 2 for 1 off the shelf for example). I would also love to see the idea of "little libraries" (little standing boxes with a glass door full of books) in our neighborhoods with some of these books we may not want to keep in regular circulation, where people can take and replace them as they like, to encourage reading.
- Book delivery and pickup service

- The system to check in and out books or extend books that are already have is antiquated. The check out time for DVDs is too small. Would like a better way to extend the rentals
- TexShare
- Professional training
- Recreational activities and some sports
- the library needs to be built along with the swimming pool/athletic facility so that community rooms can be shared with both entities and the public. we were promised that the pool and library were the next set of projects following the update on Old Celina Park--3 years ago. a library and pool complex serves a cradle to grave population instead of focusing on school age children. community rooms serve both facilities as well as a place for the public to have meetings, take classes, and have activities with a single consolidated staff.its time to get these built over by Old Celina Park so it can serve a variety of people at multiple times. downtown is NOT the place to build either facility. lets make best use of our tax dollars and make a community center that serves ALL AGES in one convenient location. think smart.
- multiple Celina library branches so we do not have to drive over 10 minutes for a local Celina library.
- We want Celina library has all the facilities like reading, study area, more books and Wi-Fi and meetings all other libraries are in other cities. As a resident I need to pay if I go to other library for services.
- I would like the streets maintained in Celina not a new library
- Bilingual story time3D printingAnime Comic ConKids Book ClubArt DayCoding
- Music class and story time were always a huge thing for our littles that helped them love the library. Any late fees will keep me from using your library. McKinney doesn't charge. Unlimited book checkouts is a huge bonus at the McKinney one. Online reservations for books or book order requests is a nice feature.
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- Large open coz you areas for readers, separate areas and books based on age groups. After school tutoring and study groups and field trips at the library, using the ISD teachers input and ideas because they know children needs and wants better than anyone! Keep the library full of old Celina history and tradition!
- Bigger area for kids to have during children events. Also, to set more boundaries during story time. I do not enjoy attending as much because so many families go and allow their kids to do whatever they want. Rules and boundaries need to be set to ensure that everyone has a good time. Trying to make kids be quiet during the story. Parents not talk so loud during story time. Etc
- Digital media/Maker-space. Minecraft/Lego/Robotics/STEAM/3D printing activities. Learning languages like Mandarin/Spanish/sign language for adults and kids. Board game meetups. Music. Tutoring. Crafts/Art/drawing for kids/adults. Book club. More virtual options and more audiobook options. Longer checkout times with easier renewing online/multiple drop off locations.
- Clean, welcoming decor. Children group activities. Bigger section of books. Craft and Art classes for 5-10year old. About 10 computer spots with pay-per use print/copy/scan/fax. Sensory toys and mat area for toddlers. Circle time activities. More employees.

- Friends of the library group, book sales, maybe have a representative of AARP do regular courses, Lawyer come and speak about wills and power of attorney, organization that does health screening, programs for seniors, multiple book club groups, sometimes you will have books in a series, but not the whole series, feature an adult author each week with their books. Have a paragraph write up on what the books are about such as mystery, romance, FBI, murder, thriller, etc. Have tax preparer come down to help seniors with income tax.
- Friends of the library group, book sales, maybe have a representative of AARP do regular courses, Lawyer come and speak about wills and power of attorney, organization that does health screening, programs for seniors, multiple book club groups, sometimes you will have books in a series, but not the whole series, feature an adult author each week with their books. Have a paragraph write up on what the books are about such as mystery, romance, FBI, murder, thriller, etc. Have tax preparer come down to help seniors with income tax.
- A cafe; a community garden; a playground for kids up to 12 years old; walking paths; spacious and fun in room designs and decor; meeting rooms; water fountain; real bookmarks; self checkout options.
- 3D printer, Fax, research books
- I love the idea of enhancing the outdoor spaces. A larger selection of books and employees who can guide young readers to quality literature would be great.
- More online services like reserve the item ahead and complimentary services to use streaming networks etc for kids.
- After school reading clubs for school children. Crafts for young children. Guest authors coming to read and talk about their books. Volunteer activities for elementary school kids.
- Story telling for kids, lot of personality development books, better infrastructure like Frisco library
- Story telling for kids, lot of personality development books, better infrastructure like Frisco library
- Study rooms and maker spaces would be useful amenities. For programming, ensuring the library does not promote radical literature contrary to our community values (e.g. LBQT fiction directly marked to children) is incredibly important.
- I love the current "book for sale" section, and always stop to browse. I would love to see this expanded, and perhaps even be adapted for an exchange type situation (I can donate 2 for 1 off the shelf for example). I would also love to see the idea of "little libraries" (little standing boxes with a glass door full of books) in our neighborhoods with some of these books we may not want to keep in regular circulation, where people can take and replace them as they like, to encourage reading.
- I think the hours need be earlier than 10 am. I think the library needs to be MUCH bigger. Celina is growing exponentially and the library isn't big enough nor have enough services. I think the library should be advertised as the place for all NEW residents to go to learn about what there is in Celina (not just the history). Since we don't have a designated Visitor's Bureau, the library should be the Welcome center to the City. Brochures and pamphlets of the organizations and businesses within Celina. There should be tutoring space for before and after school as well. There should also be a community room or two where groups like MOPS (Moms of Pre Schoolers) could get together once a week. As much as I love libraries and could often be found at them as a teenager, I think our Celina Library is SORELY behind the times. It needs its OWN website, not on the City Website.
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- More kid activities, and even rooms with toys. A place where mothers can come to have play groups as well as sit and read with their child. Classes to teach mothers good parenting skills and be a support to them. Classes that encourage parents to get out and allow for a safe play zone as well as stir the imagination. Big open spaces for parents to sit comfortably with their child to read and do voices and things, without fear that they are bothering others. Zones for young teens to come and get their quiet "me" time, in a comfortable and cool space. Safe options for teens to explore for themselves and discover things. Also, nice cubicles where a person can really zone into their work if they need to.

Appendix C: Responses to Select Survey Questions by Respondent Characteristics

Understanding the Tables

For most of the questions, for ease of comparison, responses have been condensed to show only the proportion of respondents selecting specific response options; for example, the percent of respondents who gave an evaluation of “essential” or “very important”.

Chi-square or ANOVA tests of significance were applied to these breakdowns of survey questions. A “p-value” of 0.05 or less indicates that there is less than a 5% probability that differences observed between groups are due to chance; or in other words, a greater than 95% probability that the differences observed in the selected categories of the sample represent “real” differences among those populations. As subgroups vary in size and each group (and each comparison to another group) has a unique margin of error, statistical testing is used to determine whether differences between subgroups are statistically significant.

For each pair or set of subgroup ratings within a row (a single question item) that has a statistically significant difference, an upper-case letter denoting significance is shown in the cell with the larger column proportion. The letter denotes the subgroup with the smaller column proportion from which it is statistically different. Items that have no uppercase letter denotation in their column and that are also not referred to in any other column were not statistically different.

For example, in Table 15 on page 44, 88% of respondents who had a library card (A) stated that they would be very interested in borrowing books, movies, magazines, etc. This proportion of respondents (A) was statistically significantly higher than those who did not have a library card (B). In another example, in Table 16 on page 46, those aged 25-40 (B) and 41-64 (C) rated the importance of the library being a place to access computers, Internet, Wi-Fi, and copy/fax/print significantly higher than those residents 65 or older (D).

Comparisons by resident status, library card holder status, library user status, household composition, and age

TABLE 13: LIBRARY CARD HOLDER STATUS BY RESIDENT STATUS, LIBRARY USER STATUS, HOUSEHOLD COMPOSITION, AND AGE

Do you have a Celina Library card? (Percent "yes")	Resident		Current library user		Household Composition				Age				Overall
	Yes	No	Yes	No	Family with young children (age 0-12)	Family with older children (13-18)	Family with young and older children	Family without children	24 or younger	25-40	41-64	65 or older	Overall
	(A)	(B)	(A)	(B)	(A)	(B)	(C)	(D)	(A)	(B)	(C)	(D)	(A)
Do you have a Celina Library card?	77%	63%	84% B	39%	79%	71%	82%	69%	92%	80% C	71%	86% C	77%

TABLE 14: LIBRARY USER STATUS BY RESIDENT STATUS, LIBRARY CARD HOLDER STATUS, HOUSEHOLD COMPOSITION, AND AGE

Do you currently use a public library? (Including any website or online materials; Percent "yes")	Resident		Library card holder status		Household Composition				Age				Overall
	Yes	No	Yes	No	Family with young children (age 0-12)	Family with older children (13-18)	Family with young and older children	Family without children	24 or younger	25-40	41-64	65 or older	Overall
	(A)	(B)	(A)	(B)	(A)	(B)	(C)	(D)	(A)	(B)	(C)	(D)	(A)
Do you currently use a public library? (Including any website or online materials)	83%	95%	92% B	57%	87% D	79%	85%	76%	92%	87%	81%	78%	84%

TABLE 15: LIBRARY USAGE BY RESIDENT STATUS, LIBRARY CARD HOLDER STATUS, LIBRARY USER STATUS, HOUSEHOLD COMPOSITION, AND AGE

How likely are you or your family to use each of the following? (Percent "very interested")	Resident		Library card holder status		Current library user		Household Composition				Age				Overall
	Yes	No	Yes	No	Yes	No	Family with young children (age 0-12)	Family with older children (13-18)	Family with young and older children	Family without children	24 or younger	25-40	41-64	65 or older	Overall
	(A)	(B)	(A)	(B)	(A)	(B)	(A)	(B)	(C)	(D)	(A)	(B)	(C)	(D)	(A)
Borrowing books, movies, magazines, etc.	83%	89%	88% B	69%	91% B	48%	87% B	74%	90% B	82%	83%	87% D	82%	72%	84%
Help answering questions	30%	26%	30%	31%	31%	23%	32%	24%	31%	23%	9%	33%	27%	22%	30%
Quiet space for reading	37%	26%	35%	41%	37%	35%	39%	35%	37%	36%	42%	39% D	38% D	12%	36%
Community meeting and multi-purpose space	28%	21%	27%	31%	27%	33%	26%	29%	31%	28%	0%	29% A	30% A	24%	28%
Small group meeting space	30%	28%	28%	35%	29%	32%	28%	34%	29%	30%	17%	27%	34%	26%	30%
Quiet space to study or work	38%	32%	34%	51% A	38%	41%	38%	39%	40%	38%	42%	40% D	40% D	14%	38%
Children's area	65%	47%	65%	59%	66%	55%	87% B C D	3%	66% B D	29% B	33%	86% A C D	42% D	26%	64%
Teen area	33%	26%	34%	30%	34%	28%	38% D	27%	46% D	13%	25%	38% D	31% D	13%	33%
Makerspace or collaborative area	26%	33%	25%	31%	25%	33%	28%	18%	27%	26%	17%	28% D	28% D	5%	26%
Video and audio recording capability	14%	6%	12%	18%	12%	22% A	14%	10%	15%	15%	9%	14%	14%	5%	13%

How likely are you or your family to use each of the following? (Percent "very interested")	Resident		Library card holder status		Current library user		Household Composition				Age				Overall
	Yes	No	Yes	No	Yes	No	Family with young children (age 0-12)	Family with older children (13-18)	Family with young and older children	Family without children	24 or younger	25-40	41-64	65 or older	Overall
	(A)	(B)	(A)	(B)	(A)	(B)	(A)	(B)	(C)	(D)	(A)	(B)	(C)	(D)	(A)
Business center with computers, printers, and/or scanners	32%	26%	30%	39%	31%	36%	33%	39%	25%	33%	50% D	36% D	28%	19%	32%
24/7 library vending (books, DVDs, etc.)	49%	47%	50%	48%	52% B	38%	54% D	45%	52%	40%	42%	57% C D	43% D	25%	49%
24/7 access to the facility	36%	32%	34%	40%	37%	30%	41%	34%	33%	31%	33%	43% C D	29% D	12%	36%
Outdoor seating	53% B	21%	53%	48%	52%	51%	59% D	50%	60% D	32%	33%	62% A C D	45% D	24%	52%
Outdoor Wi-Fi access	54%	37%	54%	52%	53%	55%	59% D	52%	57% D	36%	42%	61% C D	50% D	29%	54%
Local history	36%	21%	35%	35%	34%	42%	39% B	21%	29%	32%	17%	38%	33%	37%	35%

TABLE 16: LIBRARY ROLES BY RESIDENT STATUS, LIBRARY CARD HOLDER STATUS, LIBRARY USER STATUS, HOUSEHOLD COMPOSITION, AND AGE

How important is it for the Celina Public Library to be a: (Percent "essential" or "very important")	Resident		Library card holder status		Current library user		Household Composition				Age				Overall
	Yes	No	Yes	No	Yes	No	Family with young children (age 0-12)	Family with older children (13-18)	Family with young and older children	Family without children	24 or younger	25-40	41-64	65 or older	Overall
	(A)	(B)	(A)	(B)	(A)	(B)	(A)	(B)	(C)	(D)	(A)	(B)	(C)	(D)	(A)
Forum for the exchange and discussion of ideas	51%	32%	49%	54%	49%	55%	51%	62%	50%	45%	50%	52% D	53% D	33%	50%
Source for early literacy resources and programming	88%	89%	88%	87%	90% B	76%	93% D	82%	91% D	76%	67%	92% A D	88% A D	68%	88%
Lifelong learning center for people of all ages	92%	89%	93%	89%	92%	90%	94%	88%	86%	90%	75%	91% A	95% A D	86%	92%
Place to attend arts and cultural events	66%	47%	64%	69%	63%	73%	66%	61%	59%	62%	55%	66%	65%	53%	65%
Place to meet neighbors and build community	61%	53%	62%	58%	61%	61%	64%	56%	55%	60%	50%	65% D	58%	50%	61%
Job and career development center	58%	58%	56%	62%	57%	60%	57%	64%	58%	59%	42%	56%	65% B D	44%	58%
Place to access computers, Internet, Wi-Fi, and copy/fax/print services	74%	79%	74%	74%	74%	76%	72%	82%	82%	75%	75%	76% D	75% D	56%	74%
Source for books and other media	97%	100%	98% B	94%	98% B	91%	98%	97%	97%	99%	100%	98% D	97% D	90%	97%

How important is it for the Celina Public Library to be a: (Percent "essential" or "very important")	Resident		Library card holder status		Current library user		Household Composition				Age				Overall
	Yes	No	Yes	No	Yes	No	Family with young children (age 0-12)	Family with older children (13-18)	Family with young and older children	Family without children	24 or younger	25-40	41-64	65 or older	Overall
	(A)	(B)	(A)	(B)	(A)	(B)	(A)	(B)	(C)	(D)	(A)	(B)	(C)	(D)	(A)
Place to use and explore new technology	69%	61%	67%	73%	68%	70%	68%	53%	73% B	72% B	50%	67%	74%	63%	69%

Appendix D: Survey Methodology

This survey was used to gauge residents' use of the library system, and provided residents the opportunity to provide feedback on potential library services.

Developing the Questionnaire

The Library Master Planning Survey instrument was developed by an iterative process between City staff and Polco/NRC staff. A final questionnaire was created and published on Polco.

Survey Participants

The target population for the survey was adults who live within the City of Celina.

Survey Administration

The survey was open between January 9th and February 15th, 2023. A total of 567 respondents completed the survey.

Survey Processing

Polco's web-based survey and analytics platform was used to collect the online survey data. Use of an online system means all collected data are entered into the dataset when the respondents submit the surveys. Skip patterns are programmed into the system, so respondents are automatically "skipped" to the appropriate question based on the individual responses being given. Online programming also allows for more rigid control of the data format, making extensive data cleaning unnecessary.

A series of quality control checks were also performed in order to ensure the integrity of the web data. Steps may include and not be limited to reviewing the data for clusters of repeat IP addresses and time stamps (indicating duplicate responses) and removing empty submissions (questionnaires submitted with no questions answered).

Statistical Analysis

The electronic dataset was analyzed by Polco/NRC staff using the Statistical Package for the Social Sciences (SPSS). For the most part, frequency distributions and mean ratings are presented in the body of the report. A complete set of frequencies for each survey question is presented in *Appendix A: Responses to Survey Questions*.

Also included are results by respondent characteristics (*Appendix C: Responses to Select Survey Questions by Respondent Characteristics*). Chi-square or ANOVA tests of significance were applied to these breakdowns

of selected survey questions. A “p-value” of 0.05 or less indicates that there is less than a 5% probability that differences observed between groups are due to chance; or in other words, a greater than 95% probability that the differences observed in the selected categories of the sample represent “real” differences among those populations. Where differences between subgroups are statistically significant, they have been denoted in the tables as described in the “Understanding the Tables” section of *Appendix C: Responses to Select Survey Questions by Respondent Characteristics*.

Appendix E: Survey Materials

The following pages contain copies of the online survey.

The City of Celina Library Master Planning Survey 2023

Your feedback is important to us! Please take this survey if you are a City of Celina resident, even if you do not currently use the library. The survey responses will be used to inform decision making around new amenities and offerings from the Celina Library. Thank you for your time!

Your responses are confidential and no identifying information will be shared. Please note that once you have answered the questions, you will be asked to provide your email and zip code. **This is optional**; however, registering will help us be sure we are hearing from each person only once and see which respondents live inside or outside of the City.

1. Are you a Celina resident?

☐ Yes

☐ No

2. Do you have a Celina Library card?

☐ Yes

☐ No

3. Do you currently use a public library? (including any website or online materials.)

☐ Yes

☐ No

4. Which public libraries do you use? (Please select all that apply.)

Choose all that apply

☐ Celina

☐ Frisco

☐ McKinney

☐ Melissa

☐ Plano

☐ Prosper

☐ Other

5. If you selected other, please specify:

Write your answer here

6. In the last year, how many times have you used a public library? (Including any website or online materials.)

☐ 0

☐ 1-2

☐ 3-6

☐ 7-19

☐ 20 or more

7. What are the primary reasons you or members of your family use any library services, including any website or online materials? (Please select all that apply.)

Choose up to 18

☐ To work on school assignments (homeschool, tutoring)

☐ For job and career support services

☐ For reasons related to hobbies or personal interests

☐ For the Library's computers and/or Wi-Fi

☐ To check out music or movies (CDs or DVDs)

☐ To stream digital music or movies

☐ To check out print books or magazines

☐ To download digital books or magazines

☐ For children's activities and programs

☐ For teen activities and programs

☐ For adult activities and programs

☐ For one-on-one help from staff

☐ Makerspace, e.g., music production, cooking, art, 3D printing

☐ To conduct academic research

☐ To attend a meeting

☐ To socialize or hang out

☐ To read or work

☐ Other

☐ None of the above

8. If you selected other, please specify:

Write your answer here

9. How likely would you or your family be to use each of the following?

	Very Likely	Somewhat Likely	Not at All Likely
Borrowing books, movies, magazines, etc.	☐	☐	☐
Help answering questions	☐	☐	☐
Quiet space for reading	☐	☐	☐
Community meeting and multi-purpose space	☐	☐	☐
Small group meeting space	☐	☐	☐
Quiet space to study or work	☐	☐	☐
Children's area	☐	☐	☐
Teen area	☐	☐	☐
Makerspace or collaborative area	☐	☐	☐

	Very Likely	Somewhat Likely	Not at All Likely
Video and audio recording capability	☐	☐	☐
Business center with computers, printers, and/or scanners	☐	☐	☐
24/7 library vending (books, DVDs, etc.)	☐	☐	☐
24/7 access to the facility	☐	☐	☐
Outdoor seating	☐	☐	☐
Outdoor Wi-Fi access	☐	☐	☐
Local history	☐	☐	☐

10. What are the reasons you and/or your family do not use library services more frequently? (Select all that apply.)

Choose all that apply

- ☐ The library is too far away
- ☐ I don't have a way to get to the library
- ☐ A health condition prevents me from going
- ☐ Parking is a problem
- ☐ It's too noisy
- ☐ I don't have time
- ☐ I don't read a lot
- ☐ It doesn't occur to me to go there
- ☐ I have other places to get books, DVDs, etc
- ☐ I rely on the internet for information
- ☐ Library hours are not convenient for me

- ☐ The library does not offer what I need
-
- ☐ Library technology is behind the times
-
- ☐ Seating isn't comfortable
-
- ☐ The atmosphere is not appealing
-
- ☐ I owe money for fines or lost books
-
- ☐ I am concerned for my safety at the library
-
- ☐ I'm satisfied with my library use
-
- ☐ Other
-

11. If you selected other, please specify:

Write your answer here

12. A public library can serve many roles in its community. How important is it for the Celina Public Library to be a:

	Essential	Very Important	Somewhat Important	Not At All Important
Forum for the exchange and discussion of ideas	☐	☐	☐	☐
Source for early literacy resources and programming	☐	☐	☐	☐
Lifelong learning center for people of all ages	☐	☐	☐	☐
Place to attend arts and cultural events	☐	☐	☐	☐
Place to meet neighbors and build community	☐	☐	☐	☐
Job and career development center	☐	☐	☐	☐
Place to access computers, Internet, Wi-Fi, and copy/fax/print services	☐	☐	☐	☐
Source for books and other media	☐	☐	☐	☐

	Essential	Very Important	Somewhat Important	Not At All Important
Place to use and explore new technology	☐	☐	☐	☐

13. Which description best fits your household? (Select all that apply.)

Choose up to 4

☐ Adults without children in the home

☐ Adults with young children (age 0-12) in the home

☐ Adults with older children (age 13-18) in the home

☐ Adults with adult children (age 19+) in the home

☐ Retired without children in the home

☐ Prefer not to answer

14. In which of the following age categories do you belong?

☐ 17 or under

☐ 18 - 24

☐ 25 – 40

☐ 41 – 64

☐ 65 or older

☐ Prefer not to answer

15. What additional programs or services would you like to see in the library not currently offered, and what improvements would you like to see in future library amenities and programming?

Write your answer here



CITY LEADERSHIP INTERVIEW NOTES

CITY LEADERSHIP INTERVIEWS DISCUSSION GUIDE

Person(s) Interviewed: **Russell McDaniel**

Position and Organization: **Assistant Superintendent of Student Services**

Date: **January 24, 2023**

Interviewer: **Maureen Arndt, 720 design**

1. Do you or members of your family use a Public Library? Yes No

a. If yes, which one? **Yes, use the Celina Public Library**

b. If yes, what for? **With grandkids**

Also uses Frisco for study rooms (study for superintendents exam) and to check out maker kits.

2. What do you believe are the most important roles the library can play in Celina? How can the library provide value (Probe for educational support, economic development, community hub, technology center, interagency coordination)?

- **Mini theater**
- **Conferencing spaces**
- **More hands-on activities – Maker Space (like Coppell?)**
- **Support the ISD Collegiate Academy in partnership with Collin College**

3. How is the rapid change in technology going to affect the library of the future? Are there opportunities for interagency coordination? (i.e. maker space at the Celina ISD/New Community Library?)

- **Celina ISD provides an ipad to every student from the 2nd grade up and hot spots when needed.**
- **Schools are offering “Project Lead the Way” that focuses on engineering and coding.**

- Used to offer robotics at the old 6th grade gym (lego and vex) and did well but don't have the space.
 - Considering courses in eSports
 - Like physical books but need for technology
 - Text books are all online
4. From your perspective, what are the most significant changes taking place in Celina? How might the library help address these changes?
- The ISD is building one (1) elementary every year.
 - There is a need for equity of services /spaces/ffe from new schools to older schools.
 - Not rural any more:
 - Clientele is changing
 - 20% of new students are of Indian descent – interested in technology/industry/extended education and learning
 - School hires zoom translators by the hour to assist in communications with families
 - Geometry is being offered in 8th grade for HS credit to get more math in the schedule – had to because of number of transfer students moving into Celina that were on this track.
 - School library:
 - Shelves are mobile
 - Moveable walls
 - Include 4 maker learning spaces
 - Books are organized by genre
5. What services do you think the library should provide that people need and cannot obtain elsewhere? If the library were not providing the services, where would people go to get their information? Another library? Other organizations?
- Summer activities like arts and crafts, weddings, dances, esports
 - School offers STEAM Friday – opportunity to overflow to library?
6. What do you think the City's/Library's priorities should be in the future?
- The library should be multi-purpose – not just books.
7. Do you have any additional thoughts or advice that you would like to share with the Library's Planning Team?
- Read the book "The Learning Pit Challenge" for problem solving

CITY LEADERSHIP INTERVIEWS DISCUSSION GUIDE

Person(s) Interviewed: **Rhonda Thornton**

Position and Organization: **HS + District Librarian**

Date: **February 6, 2023**

Interviewer: **Maureen Arndt, 720 design**

1. Do you or members of your family use a Public Library? Yes No

Have used it “some” but more in conversations with the library about potential partnerships. Not enough time to use.

- a. If yes, which one? **Live in Prosper. From Omaha, NE and used the library there. Omaha was a good example of school/public partnership. They targeted all 2nd graders and sent them all library card forms to be filled out by parents and returned. Teachers then distributed public library cards. Used heavily for virtual.**
- b. If yes, what for? **The HS library is run by para-professionals and Rhonda is the only MLS.**

2. How knowledgeable are you regarding public library trends?

- **Study rooms would be helpful for HS students and maybe Collin County college. HS students are very busy and the library is perceived to close too early.**
- **Students are always looking for places to work as a group.**
- **Space for young moms to meet.**
- **Gaming/Coding – elementary libraries run coding and gaming programs**

3. What do you believe are the most important roles the library can play in Celina? How can the library provide value (Probe for educational support, economic development, community hub, technology center, interagency coordination)?

- The biggest group that meets in the public library is the D+D group – need space and computers.
- Educational support:
 - Summer slide – summer reading programs are very helpful in reading.
 - New pedagogy related to streamlining research methodology including their teaching strategy – need for more reference and “check out” a reference librarian?
 - Get teachers involved to get students involved.
 - Goal to read 10 minutes every day for enjoyment.
- Maker Space - related to stories, puzzles, toys – schools have 3D printers 5th grade and up.
- Early literacy:
 - Incorporate imaginative play
 - Gateway to school
 - Love of books and reading
 - Development of “pretend”
- Community:
 - Allows community to come together
 - Welcoming staff
 - Space for all ages
 - Senior programming: taking pictures with your iPhone, program your remote control, reading bingo
 - Lots of people moving in that represent both the “haves” and “have nots”. Community is so spread out, most kids can’t walk to the library.

4. What do you think the city’s/library’s priorities should be in the future?

- Books!
- Anything that brings the community together!
- Increased hours.
- Comfy seating.
- A pillar of the community

5. Do you have any additional thoughts or advice that you would like to share with the Library’s Planning Team?

- Lots of outlets

CITY LEADERSHIP INTERVIEWS DISCUSSION GUIDE

Person(s) Interviewed: **Library and Parks Boards**

Position and Organization: **Joint Meeting of the Two Boards**

Date: **February 6, 2023**

Interviewer: **Maureen Arndt, 720 design**

1. How well-informed do you believe you are about trends in library?

- **The more you read, the more you know!**
- **Just learned you can download books for free!**
- **Started to consider how much you can save by checking out books in lieu of buying.**
- **Amazon drops/pick up lockers!**

2. What do you believe are the most important roles the library can play in Celina?
How can the library provide value (Probe for educational support, economic development, community hub, technology center, interagency coordination)?

- **More education:**
 - **Especially STEAM**
 - **Support homeschoolers with up to date curriculum**
- **Industries:**
 - **Program focus**
 - **Language focus**
 - **Instructional classes**
 - **Workforce training – 3D computers**
- **Spaces for work from home (place to connect to a screen or a place for a change of scenery/break from home)**
- **Text books for Collin County College students?**
- **Current space “feels like” too much reference – want popular literature in lieu of reference.**

3. How is the rapid change in technology going to affect the library of the future?
Are there opportunities for interagency coordination? (i.e. maker space at the Celina ISD/new community library?)
 - **Celina**
4. From your perspective, what are the most significant changes taking place in Celina? How might the library help address these changes?
 - **Need a place to connect with new residents**
5. What is unique about Celina?
 - **Family history of agriculture**
 - **Maintained small town feel as it grows**
 - **Incredibly neighborly**
 - **People jump up to help**
 - **Feels like my village but close to a big city**
 - **Very welcoming**
 - **Live the Life connected tag line**
 - **Community is there for each other**
 - **Big draw to move here was the square – outdoor seating, interactive boards**
6. What do you think the city's/library's priorities should be in the future?
 1. **Functionality**
 2. **Community hub**
 3. **Inviting**
 4. **Blending old and new**
 5. **Place to connect**
7. Do you have any additional thoughts or advice that you would like to share with the Library's Planning Team?
 - **Physical design should be intuitive.**
 - **Would like to feel "Grand" and "Awe" and "Inspiring" while also being "homey"**
 - **Library is working on a grant for a book mobile.**
 - **Outreach is happening to ESL kids and offering a bi-lingual story time.**
 - **Consider SSOL (Spanish as a second language)?**
 - **What are the future plans for access on the "edges" of the community especially west and north?**

- **Parks is open to having library's in large parks – (6) 100 acre parks are planned starting with Joe Branch.**
- **Increase staffing based on new services provided.**
- **How will parking be handled? Downtown parking garage with 392 spaces is planned.**
- **Keep the presence on the square**
- **Modern and innovative but tied to history**
- **Look like heritage -historic but not a museum**
- **The library is an opportunity to bridge new and old**

CITY LEADERSHIP INTERVIEWS DISCUSSION GUIDE

Person(s) Interviewed: **Nicki Carbajal, Kaitlin Tramonte, Melissa Cromwell**

Position and Organization: **Chamber of Commerce**

Date: **January 24, 2023**

Interviewer: **Maureen Arndt, 720 design**

1. Do you or members of your family use a Public Library? Yes No

a. If yes, which one? **Two use Celina and one uses Prosper**

b. If yes, what for? **Online and print materials and summer reading**

2. How well-informed do you believe you are about trends in library?

The library should be better at tooting its own horn – the message gets a little lost.

3. What do you believe are the most important roles the library can play in Celina?
How can the library provide value (Probe for educational support, economic development, community hub, technology center, interagency coordination)?

- **Career services/how to search for jobs**
- **HS has a maker space**
- **Recording studio**
- **Cultural: Museum passes**
- **Study rooms (Nicki attends classes at LA State online so high tech)**
- **Music practice spaces**
- **Life skills classes**
- **Tool checkout**
- **Musical instrument checkout**

4. How is the rapid change in technology going to affect the library of the future? Are there opportunities for interagency coordination? (i.e. maker space at the Celina ISD/new community library?)
- **Celina is a GIG City**
 - **Need for tech help, especially for seniors**
 - **Gaming center**
 - **Loan WiFi for those without internet**
5. From your perspective, what are the most significant changes taking place in Celina? How might the library help address these changes?
- **The school has 3985 students that speak over 70 different languages.**
 - **13-15% speak Spanish and participate in the Spanish emersion classes through 5th grade.**
 - **The community is more liberal around politics, religion, and schooling.**
 - **There are more franchises moving in than small businesses but to be successful even Starbucks needs to operate like a small business.**
6. What is unique about Celina?
- **People know each other.**
 - **Feeling of a small town.**
 - **Downtown square**
 - **Affluent community**
 - **Downtown square**
 - **Local history: Museum partnership, cattle, ranching, long horns, railroad town**
 - **Chamber is writing a children's book about local history and giving one to each 1st grader then donating the book to the museum**
7. What services do you think the library should provide that people need and cannot obtain elsewhere? If the library were not providing the services, where would people go to get their information? Another library? Other organizations?
- **Book mobile with puppet show**
 - **Business center services: copy/scan**
 - **Library vending for holds**
 - **Partnership with entrepreneurs – small business Saturday? Pop ups in meeting room/lobby?**

8. What do you think the city's/library's priorities should be in the future?

- **Meeting Space! The chamber meeting space is used all the time and can sit 25.**
- **Meeting space with warming kitchen**
- **The community needs spaces to gather for events and during outdoor events.**
- **Job fair/interview preparation**
- **Partnership with Collin College**
- **Small business incubator**
- **Coffee!**

9. Do you have any additional thoughts or advice that you would like to share with the Library's Planning Team?

- **Meet with Ryan Contreras who is the school CTE director**

CITY LEADERSHIP INTERVIEWS DISCUSSION GUIDE

Person(s) Interviewed: **LeiAnn Stovall**

Position and Organization: **District Literacy Instruction**

Date: **February 1, 2023**

Interviewer: **Maureen Arndt, 720 design**

1. Do you or members of your family use a Public Library? Yes No

Does not use the Celina Library. Has used the Frisco Library and Guntar Library

- a. If yes, which one?
- b. If yes, what for? **When kids were smaller used a library once a week for check out of books, summer reading, sneaking in learning, crafts**

2. How well-informed do you believe you are about trends in library?

- **Science of teaching reading: Continuity of skills from phonological. Willingness to partner on integrating these skills into the children's area for "ready to read".**
- **Like the concept of Family place**
- **Schools are doing 60 hours of training for early literacy**
- **Want the noise – means there is discussion and learning happening**

3. What do you believe are the most important roles the library can play in Celina?
How can the library provide value (Probe for educational support, economic development, community hub, technology center, interagency coordination)?

- **Communicate with teachers for research project needs.**
- **Genres for literature required for each grade level**
- **School has a grant for tutors – may be a need for a place to meet tutors. As student population grows tutors may not be able to meet in schools**

- **Summer slide: partner with the school for advertising what the library offers over the summer – get in the April, May newsletter**
 - **Give every kid a library card**
 - **Participate in required family events at the schools**
4. How is the rapid change in technology going to affect the library of the future? Are there opportunities for interagency coordination? (i.e. maker space at the Celina ISD/new community library?)
- **Schools give kids iPads and access to apps that help with reading challenges**
5. From your perspective, what are the most significant changes taking place in Celina? How might the library help address these changes? What is unique about Celina?
- **Sense that the old timers are scared of losing small town feel**
 - **Losing the “Celina Way” but can’t really define what that means**
 - **Football, family, faith**
 - **Embrace whats been but be open to new**
 - **Keep small as you grow**
6. What services do you think the library should provide that people need and cannot obtain elsewhere? If the library were not providing the services, where would people go to get their information? Another library? Other organizations?
- **Collaboration spaces like in the middle school**
 - **High school students want coffee – partnership with Summer Moon for after school coffee cart and student discount?**
7. What do you think the city’s/library’s priorities should be in the future?
- **Work with the school and involve everyone!**
8. Do you have any additional thoughts or advice that you would like to share with the Library’s Planning Team?
- **Need to do a better job collaborating between the city and school**
 - **Librarians at the schools are not certified – mostly aids – not as effective as a librarian would be in assisting with research and mostly do check outs (that kids could do on their own)**

CITY LEADERSHIP INTERVIEWS DISCUSSION GUIDE

Person(s) Interviewed: **Ryan Contreras**

Position and Organization: **CISD CTE Director 4**

Date: **February 1, 2023**

Interviewer: **Maureen Arndt, 720 design**

1. Do you or members of your family use a Public Library? Yes No

Daughter (15) uses the library as a study resource. She has early release and is able to get seating by arriving before school is out.

Also uses the downtown McKinney Library for study rooms

- a. If yes, which one?
- b. If yes, what for? **When kids were smaller used a library once a week for check-out of books, summer reading, sneaking in learning, crafts**

2. How well-informed do you believe you are about trends in library?

- **Study rooms**
- **Maker spaces – middle school has maker programs but not a maker space. Utilized for automation, engineering, and robotics classes.**

3. What do you believe are the most important roles the library can play in Celina? How can the library provide value (Probe for educational support, economic development, community hub, technology center, interagency coordination)?

- **Not all, but most, students have access to wifi at home.**
- **School issued less than 100 hot spots for students to use during the pandemic**
- **Not a much need for devices but need for power, wifi, space to sit individually and in groups**

- **C-Town was a study hall with paid student tutors but was closed during the pandemic. Was well used pre-covid.**
 - **Need a place to study that is not home.**
4. How is the rapid change in technology going to affect the library of the future? Are there opportunities for interagency coordination? (i.e. maker space at the Celina ISD/new community library?)
- **Schools are 1:1 technology**
 - **There are lots of folks in Celina that are tech savvy**
5. From your perspective, what are the most significant changes taking place in Celina? How might the library help address these changes? What is unique about Celina?
- **Growth – trying to keep up**
 - **Infrastructure**
 - **What is next step for the high school? Doubling the size from 1500 students to 3000 but this will be outgrown in 10 years.**
6. What services do you think the library should provide that people need and cannot obtain elsewhere? If the library were not providing the services, where would people go to get their information? Another library? Other organizations?
- **Small percentage of students have their own 3D printer but most use the schools – would like to see similar offerings at the library.**
 - **Middle school has 2-3 3D printers (Dremel) and the high school has 4-6 (Dremel and one MakerBot)**
7. What do you think the city's/library's priorities should be in the future?
1. **Reading materials for families**
 2. **Access to WiFi**
 3. **Study areas**
8. Do you have any additional thoughts or advice that you would like to share with the Library's Planning Team?
- **Need to do a better job collaborating between the city and school**
 - **Librarians at the schools are not certified – mostly aids – not as effective as a librarian would be in assisting with research and mostly do check outs (that kids could do on their own)**

CITY LEADERSHIP INTERVIEWS DISCUSSION GUIDE

Person(s) Interviewed: **Executive Team**

Position and Organization: **City of Celina**

Date: **January 24, 2023**

Interviewer: **Maureen Arndt, 720 design**

1. Do you or members of your family use a Public Library? Yes No
 - a. If yes, which one? **Celina, McKinney (downtown), Coppell**
 - b. If yes, what for? **Quiet reading (Coppell), Teen section, extended hours, study rooms for certifications**
2. How well-informed do you believe you are about trends in library?

The group was well-informed regarding trends from the use of other libraries.

 - **Learn from Barnes and Nobel for comfy seating, WiFi**
3. What do you believe are the most important roles the library can play in Celina?
How can the library provide value (Probe for educational support, economic development, community hub, technology center, interagency coordination)?
 - **Career services/how to search for jobs**
4. How is the rapid change in technology going to affect the library of the future?
Are there opportunities for interagency coordination? (i.e. maker space at the Celina ISD/new community library?)
 - **Include an innovation space: casual, relaxing, study space**
 - **City training room**
 - **Remote work ala WeWork**

5. From your perspective, what are the most significant changes taking place in Celina? How might the library help address these changes?
- **Becoming more diverse**
6. What is unique about Celina?
- **The new library should emulate the storefronts – windows and light!**
 - **Exterior architecture should have a civic presence.**
 - **Art/Murals/trophy case**
 - **Certified Scenic City**
 - **Maker space was #2 on the Arts and Culture survey**
 - **Fire department has 3 antique fire trucks – use for children’s reading area?**
 - **History and heritage – include a timeline and maps**
7. What services do you think the library should provide that people need and cannot obtain elsewhere? If the library were not providing the services, where would people go to get their information? Another library? Other organizations?
- **Residents are paying for event space in Prosper**
 - **Include a heritage museum display/partnership**
 - **Practice rooms for music**
 - **20-50 person training room**
 - **Presentation/high tech team room**
 - **Bathrooms that serve events on the square**
 - **Activate through roof activities**
 - **Kitchen should be provided in community center**
 - **Interactive spaces**
 - **Roof top incubator space**
8. What do you think the city’s/library’s priorities should be in the future?
- **Meeting Space! With pre-function area and connection to the square (Nana Wall?)**
 - **Like the idea of extended hours but with limited access**
 - **Folding partitions for flexible meeting spaces**
 - **High tech “zoom rooms” for pod casts and online learning**
 - **Lots of flexible spaces**
9. Do you have any additional thoughts or advice that you would like to share with the Library’s Planning Team?
- **Manage/zone noise in a bigger space**

- **Have a two story connecting space**
- **Library hosts:**
 - **Movies on the square**
 - **Friday trivia night with roof top restaurant**
- **Visit the new middle school library**
- **Don't forget adequate staff and storage spaces**
- **Explore partnership with Collin Co College**
- **Like Barcelona - interconnected**

CITY LEADERSHIP INTERVIEWS DISCUSSION GUIDE

Person(s) Interviewed: **Kat Baugh and Teri Erikson**

Position and Organization: **Library Power Users**

Date: **February 1, 2023**

Interviewer: **Maureen Arndt, 720 design**

1. Do you or members of your family use a Public Library? Yes No

Both use the library every two weeks – when books are due.

- a. If yes, which one? **Both use Celina, Teri lived in Utah and used the library there – she still uses it for online resources (Libby and Overdrive) as her previous library has more offerings. Kat has lived in Carrollton, McKinney and Prosper and used the library in all three communities.**

- b. If yes, what for? **Online and print materials and summer reading**

Library use is very transactional right now – get books and leave due to lack of seating. Would like to go in and hang out to meet neighbors.

2. How well-informed do you believe you are about trends in library?

**Access to technology – especially for those that work from home
Reading nooks and “special” seating
Shared economy of 3D printing/maker equipment**

3. What do you believe are the most important roles the library can play in Celina?
How can the library provide value (Probe for educational support, economic development, community hub, technology center, interagency coordination)?

- **Places for people that work from home.**

4. How is the rapid change in technology going to affect the library of the future? Are there opportunities for interagency coordination? (i.e. maker space at the Celina ISD/new community library?)
 - **Most people in Celina have technology at home – individual use not as important as high-tech spaces (projectors, screens, robust wifi)**
 - **Desire to connect with books**
5. From your perspective, what are the most significant changes taking place in Celina? How might the library help address these changes?
 - **Growing fast and more diverse**
 - **Landscape is changing from rural to more urban**
 - **Avoid going to the library on lego morning – can't get to the books**
 - **Books are too high to reach in current building**
6. What is unique about Celina?
 - **Came to Celina to be close to work**
 - **Wanted more rural, less busy place to live**
 - **Wanted space – live on 1-acre lot**
 - **Good schools**
 - **Small town feel but access to everything you need**
7. What services do you think the library should provide that people need and cannot obtain elsewhere? If the library were not providing the services, where would people go to get their information? Another library? Other organizations?
 - **Common room for community groups:**
 - **Scouts**
 - **Homeschool**
 - **Bring the library outdoors – option for outdoor activities**
 - **In Utah they had story time in the park – would like that in Celina**
 - **Older folks need a place to connect**
 - **Grew up going to really big libraries – this has been a big adjustment**
8. What do you think the city's/library's priorities should be in the future?
 - **Books! Bigger collection – physical and digital**
 - **Meeting Space!**
 - **Kids seating**

9. Do you have any additional thoughts or advice that you would like to share with the Library's Planning Team?

- **Library does a great job for each age group even with limited space – continue to expand these services**
- **Would like an open line of site to see kids while browsing in adult area**
- **Include nature and natural light**
- **Be flexible in the kids space to allow them to use their creativity**
- **Make the library a destination**
- **Like the location on the square - destination for lunch, coffee, library, shopping**
- **Properly zone so noisy activities are separate from quiet. In Prosper, the story time is right above the quiet reading room so story times start with request to be quiet.**
- **Want peaceful corners.**

CITY LEADERSHIP INTERVIEWS DISCUSSION GUIDE

Person(s) Interviewed: Amy Peacock, Stephanie Lopez, Alissa Dare

Position and Organization: Home School Group

Date: March 20, 2023

Interviewer: Maureen Arndt, 720 design

1. Do you or members of your family use a Public Library? Yes No

Yes, but the library is too small to stay. There is no place to sit and the collection is too small. The limit to check is also too low. Always worry about bothering adults with noisy kids.

- a. If yes, which one? **Frisco until they started charging nonresidents. Previously lived in NC and used the library there. Loved the children's librarian in Allen, attending programs in Frisco, Plano and (downtown) McKinney are both free to non residents and use of the study rooms is allowed. Also use Prosper.**
- b. If yes, what for? **Family and with homeschool groups for study and meet-ups**

2. How well informed do you believe you are about trends in libraries?

- **Like the JJGL in McKinney because it is all one floor, has lots of activities, loud spaces, and study rooms. The meet ups use the multi-purpose room once a week and fill it up. Teens have study groups in the small rooms with 2-10 teens once per week.**
- **An auditorium like Allen would be useful for homeschool group events like fire men visits, talent shows, music.**
- **Like the multi-purpose room in Prosper – attended a debate in Prosper that was a great intellectual discussion.**
- **STEM Activities for homeschoolers – used to attend at Celina but too crowded to be engaging and no where for younger kids to wait**

3. What do you believe are the most important roles the library can play in Celina? How can the library provide value (Probe for educational support, economic development, community hub, technology center, interagency coordination)?

- **The library would be more attractive if it were bigger.**
- **Didn't realize how much they would miss a great library compared to city they left. This would be a factor in where they would move in the future.**
- **In North Carolina they had county-wide services that resulted in more/bigger libraries, services, and resources.**

4. What is unique about Celina?

Participants all moved here from North Carolina, Allen, McKinney and Illinois and moved to Celina because:

- **Affordable**
- **Cute downtown**
- **Love McKinney's downtown**
- **Loved Mr. O'Dell**
- **Friday market**
- **Liked the ability to own acreage and cows and sheep as neighbors**
- **The drive to other services gets old though.**

5. What services do you think the library should provide that people need and cannot obtain elsewhere? If the library were not providing the services, where would people go to get their information? Another library? Other organizations?

- **Improve online borrowing both selection and wait times (hold list is over 1500)**
- **Add vending to places that people go to regularly.**
- **Like McKinney's mobile library with free books and books to check out**

6. What do you think the city's/library's priorities should be in the future?

- **Meeting space – lets people come together**
- **Collection**
- **Staff – welcoming feeling getting help from friendly staff**
- **More teen programs – desire for a Teen Advisory Group**



C | 21ST CENTURY LIBRARY PAPER

21ST CENTURY LIBRARY: TRENDS + BEST PRACTICES

The last 20 years have seen the modern library compared to many things—a community center, a cultural hub, and a living room. But the library today has gone well beyond those comparisons.

Current thinking compares the old version of libraries to a grocery store...you go there, browsed the shelves for what was on your list, and then took it home (store-circulate-distribute model of library service).

Today's library is more like a kitchen....you go there, gather your tools and ingredients, mix them together and collaborate with library staff, friends, neighbors, books, and technology, all to create a delicious and collaborative “information” meal (**connect** resources in order to create **new resources** model of library service). To make this transformation at the Celina Public Library, library administration and designers must understand the uniqueness of the Celina community and how this new paradigm of library services affects existing space and creates new spaces. The focus group process described



21st CENTURY LIBRARY: TRENDS + BEST PRACTICES

in Section 1 of this report delved into what makes the City of Celina and the Celina Public Library unique. Patrons and members of the public brainstormed with the library, City, and over 1,200 library stakeholders on the best way to highlight those unique characteristics. The community wants the library to retain its location in the downtown square and to become the central hub for community information and activity. The Facility Master Plan must support the continuation of this culture to ensure the relevance of the Celina Public Library into the future.

We heard from both library staff and stakeholders the desire for patrons to be collaborative in the library. **Collaboration** space is critical for success in this new model for 21st Century Library services. This collaboration includes internal collaboration between library staff, city staff, the schools, and library patrons, building connections between library customers, and developing **fusion** collaboration between the library and other educational and cultural entities while exploring potential collaborations with other synergistic entities in the City.



21st CENTURY LIBRARY: TRENDS + BEST PRACTICES

Collection sizes are decreasing but becoming more community/people-centered as a result of having circulation increase because it is a user-centered library. Library users have indicated they want more books but can't find what they are looking for in the Celina Library. Delving deeper into meeting state standards for collections, providing the most useful and relevant, and housing it on shelving that is lower and easy to browse will help with this divide. Technology plays a role here, rethinking the delivery of CPL's e-book collection from a large consortium to provide better access, databases, and shared resources that are increasingly in demand by the Celina Library Patrons – especially while Phase I of the library is being designed and constructed.

As **technology** continues to rapidly adapt and change, libraries, are looking at their technology offerings and providing the infrastructure to support **Bring Your Own Device (BYOD)** as well as offer technology check out stations/vending in lieu of hard-wired desktops. Every seat in a 21st Century Library should support technology. And, when you consider a 5' 5" section of shelving can hold over 300 books in a quarter of the space required for a single technology station you understand why libraries are growing and not shrinking.



21ST CENTURY LIBRARY: TRENDS + BEST PRACTICES

Maker spaces are an expectation in public libraries. The Celina Independent School District offers some maker opportunities but the Library or, in the interim, the Community Center could fill this need. On a simpler note, homework rooms stocked with construction paper, old magazines, boxes, egg crates, glue, and tape can make a useful maker space for students as well. Study rooms can be used for music recording spaces, video production, and art galleries. Identifying the best definition of a maker space in Celina that supports schools and emerging businesses but does not compete with existing amenities is a goal. These spaces allow the Library customers to try out new technology with support from library “geniuses” that could be Library staff or teen volunteers. This is also a collaboration opportunity between libraries and the tech companies that develop new devices. All these concepts should be explored as the library grows.

Flexibility has long been a library buzz word but its meaning has expanded for today’s libraries. In the past we were talking about the architecture, the box, and how to build with 27’-6” structural grids to be able to fit as much shelving as possible and line it up between all those necessary columns. Today, it is not entirely about the box ...it’s about **mobility** within it.



21st CENTURY LIBRARY: TRENDS + BEST PRACTICES

The Celina Library cannot move any of its collection but would like to explore that possibility in a new space. City of Celina residents should be able to customize their experience within reason. Moveable walls within meeting spaces as seen on the Discovery Tours allow programs to flow out into the library space. Additionally, meeting rooms could be transformed into a reading area or Teen Area when a program is not in session.

Flexible Meeting spaces were the most requested space throughout each discussion as well as a stated goal from the onset of the project. The consultants have found that a public library cannot provide enough group study rooms. These rooms are being used for student projects, small businesses, book clubs, quilting clubs, and individuals looking for a quiet place to read, research, write, or study.

Through this planning process the consultants in collaboration with the library and library stakeholders have identified what makes Celina unique and sets a plan for implementing both the needs and the trends that fit the community.





D | TECHNOLOGY REPORT



CELINA LIBRARY PRE-PROGRAMMING TECHNOLOGY REPORT FINAL

March 31, 2023

PRESENTED TO:
The City of Celina and
Maureen Arndt Principal, 720 Design

INTRODUCTION

The City of Celina is currently in very preliminary design stages of building a Government Center that will include a community library to meet the growing needs of its citizens. The intent is to create a library space that stands out in the community with useful and functional spaces, and versatile, and adaptable design.

The following narrative identifies the general functional requirements for technology systems typically found in a library space and has been developed from 720 Design's Master Plan documentation, the initial audiovisual concept workshop held with the city on January 27, 2023, and through NV5 Engineering and Technology's experience with other library projects.

A program at this very early stage of a project is meant to be utilized as a way to communicate possibilities for the City to consider and to support the furthering of the design from Master Planning into Schematic Design. Features, functions, and other design considerations such as compatibility with all stakeholder programs and use requirements will be vetted and included as this document is further developed and expanded through the upcoming design phases.

The inclusion or exclusion of a space type/function is not intended to be exhaustive. However, owing to the expanded lead times for equipment from some manufacturers like Crestron, Cisco, Biamp, etc., as this project moves into the Design Development/Construction Document phase, some functions will need to be tailored to accommodate the current market conditions for technology equipment.

For each system type a typical cost range of an installed system is provided to allow initial project costs to begin to be developed by others.

AUDIOVISUAL REQUIREMENTS

VESTIBULES AND LOBBY/SHOWCASE DISPLAY

Typical Costs:

Standard Displays \$8-12K per location

Showcase Display \$20-95K+ (size dependent)

Vestibules and lobbies provide an inviting entrance to the Library. Typically, a centrally located flat panel display is mounted to greet visitors and highlight library programs, indicate featured activities and events, and provide general library information. The display can be touch-enabled to provide interactive wayfinding and to answer visitor information.

Interactivity functions can be planned in a manner that allows easy cleaning and sanitizing. Source device inputs for the display will be a digital signage player and small form factor computer.

Showcase displays like a large video wall or direct view LED can bring a large impact to a central lobby, provide wayfinding, serve as a presentation space for events like an author signing, movie night, and provide an opportunity for community partners to integrate programming with the library.

Source device inputs for the display will be a digital signage player and small form factor computer. Simplified control for the system will be available to staff via the web based digital signage interface.



BOARD ROOM/CONFERENCE ROOM

Typical Costs:

Boardroom/Large Conference Room (20-35 people) \$30-45K

Medium Conference Room (12-20 people) \$22-30K

Small Conference Room (6-12 people) \$15-22K

The Board Room/Conference Room can be shared space for both library staff and/or patrons to conduct meetings, hold a larger group study/huddle session and participate in conference calls.

A flat panel display mounted to the wall with a PTZ camera for web conferencing (Zoom, Teams, etc.) mounted near or on the flat panel display or integrated into the flat panel display via sound bar. Audio is provided by ceiling speakers or a soundbar and participant speech will be picked up ceiling mounted or soundbar integrated microphones.

A room computer or user laptop along with a wireless presentation device will allow flexible devices to connect. A small wall mounted, or tabletop touch panel serves as the interface for controlling the audiovisual system. A room schedule panel can show occupancy and availability.



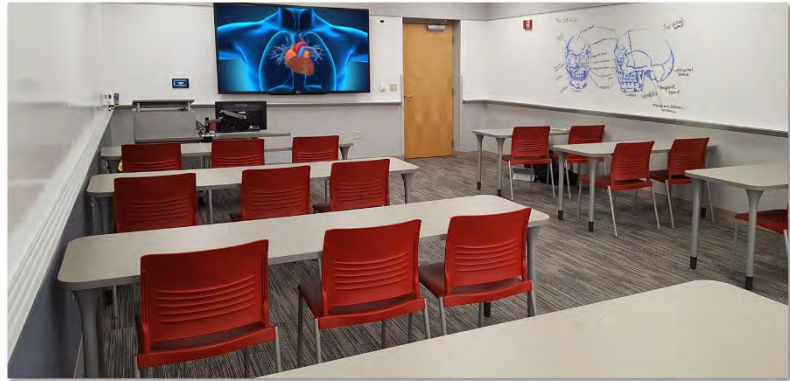
CLASSROOM/TECHNOLOGY INSTRUCTION

Typical Costs:

75"-90" Display \$30-45K (size dependent)

Classroom and Technology Instruction spaces, while flexible in layout, are more dedicated presentation spaces with a focus wall.

The display systems now consist of an extra-large (85"+) flat panel display mounted to the wall vs. projector/screens. A camera for web-based conferencing/virtual classroom is mounted near or on the flat panel display. Overhead ceiling speakers support both speech and program audio. A wireless microphone will be provided for instructional audio.



A presenter's station will contain a dedicated room computer along with a wireless presentation device to allow use of BYOD (Bring Your Own Device) such as personal laptops, tablets, and smartphones.

A small touch panel will serve as the interface for controlling the audiovisual system. The touch panel will be mounted on the wall. A room schedule panel can show occupancy and availability.

GROUP STUDY ROOMS/HUDDLE SPACES

Typical Costs:

Small (2-4 people) \$9-12K

Medium (4-8 people) \$12-15K

Large (8-12 people) \$15-22K

These are always among the most popular spaces in a library. Several rooms are provided for private or group study and collaboration, for one or two people, and larger rooms for groups of four to six people.

The rooms are equipped with a wall mounted flat screen display and a connectivity plate for connection of laptops and other peripherals.

Audio can be provided by the display's built-in speakers or a small sound bar with camera/mic for web conferencing. Control of the display can be as simple as connecting to play or a wall mounted keypad/small touch panel. A room schedule panel can show occupancy and availability.



CHILDREN'S STORYTIME/ACTIVITY

Typical Costs:

Children's Storytime/Activity \$45-80K (program dependent)

Comfort Room \$3-6K

The Children's Storytime/Activity spaces are highly flexible space that can serve as a youth maker space, story time area, multi-generational activities, and light performance for music and movies. Some events will require presentation capabilities while others will not. As such, the audiovisual system should be able to "go away" when not needed.

The audiovisual system should consist of a ceiling mounted projector with an electronic ceiling mounted projection screen for when large groups are present, or the program dictates the need. A location to allow either a portable lectern with a computer, a simple laptop, or other portable source equipment to be connected is provided. The sound system can support program audio and voice only is typically installed with the option of more robust audio for either a small musical performance or a movie provided. Provisions either installed or portable to be able to capture and stream story time or other family focused events should be planned



A small, wall mounted touch panel serves as the interface for controlling the audiovisual system and lighting. A room schedule panel or dedicated digital signage directly outside the space can show occupancy and event information. When hearing assistance is required, a portable ADA 2010 compliant system will be utilized.

Additionally, when a Comfort Room, is programmatically connected with this space, a small flat panel screen and ceiling mounted speaker attached to a local volume control could be installed to allow a parent or guardian to retire to this location and still be able to view/hear the event in the Storytime/Activity space.

CREATIVE SPACE/TEACHING KITCHEN

Typical Costs:

Primary Display and POV System \$48-75K (screen size and POV camera quantity dependent)

Auxiliary Display \$15-18K per location

The Creative Space/Teaching Kitchen is an open space with cleanable surfaces for varying programs that may be messier than typical gatherings at the library. This space can serve as a “lab” environment that allows Point of View (PoV) instruction/demonstration type of presentation that can be captured or streamed.

Presentation can be supported by projector/electronic screen that can be deployed when video presentation is necessary but go away when not needed. Auxiliary viewing via wall or ceiling mounted flat panel displays helps provide detailed view of POV at workstations.

Several points of connection for presentation sources (laptop, BYOD wireless connection, or portable lectern), including a “lab” presentation cart for when the POV function should be accommodated. The “lab” cart will house source devices and an integrated touch panel so the presenter can easily present the material and control the audiovisual system. Connections will provide connectivity of this mobile cart to the overall Library audiovisual systems to be shown in other spaces on the audiovisual network.

This room should be equipped with a sound system, including a wireless microphone system that has both lavalier and hand-held microphones for presenters and/or audience or other participants via a “town hall” approach to lab style events. Program audio and speech reinforcement should also be present.

A small, wall mounted touch panel serves as the interface for controlling the audiovisual system and lighting when the lab cart isn’t present. A room schedule panel or dedicated digital signage directly outside the space can show occupancy and event information. When hearing assistance is required, a portable ADA 2010 compliant system will be utilized.



AUDIO/VIDEO MEDIA LAB

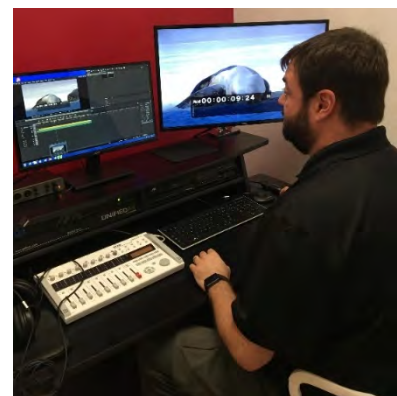
Typical Costs:

Media Lab \$25-40K (Editing capacity/type dependent)

Media Station \$13-25K per instance

The Audio/Video Media Labs are spaces where staff and patrons can use various audiovisual equipment to create digital media and content using tools and software for editing and output of digital video and audio production, and graphics and animation design, etc. These spaces can also be used to support development of emerging media such as game development, programming mobile apps, and immersion in VR (virtual reality).

These rooms typically have two or three media editing stations consisting of a small format computer loaded with the editing software along with hardware like a headphone amplifier, Blu-Tooth repeater, media mixer, etc. Often, a green/chroma screen backdrop setup, various video cameras, and specialty lighting are available for larger projects.



Room scheduling can show occupancy and allow the staff to schedule use of the room for classes or project work.

HI-TECH/LOW-TECH CRAFT SPACE

Typical Costs:

Wall Mounted/Mobile Flat Panel \$20-30K

Hi-Tech/Low Tech Maker Spaces are intended to function primarily as a place for hands-on projects that don't require special equipment beyond a 3D printer or more technically advanced projects like robotics. They can also be used as a classroom to teach the community how to use computers, software including gaming, graphics, and 3-D rendering or a POV group project like quilting or scrap booking.

There is typically the ability to display content via a wall or portable flat panel with a simple laptop connection via HDMI with computer audio content coming from the flat panel integrated speakers. If a sound system is needed it is typically ceiling speakers and a wireless microphone. The ability to stream or record sessions can be accommodated but this is often done via equipment that is part of the overall library portable resources.

A room schedule panel directly outside the space can show occupancy and event information. When hearing assistance is required, a portable ADA 2010 compliant system can be utilized.

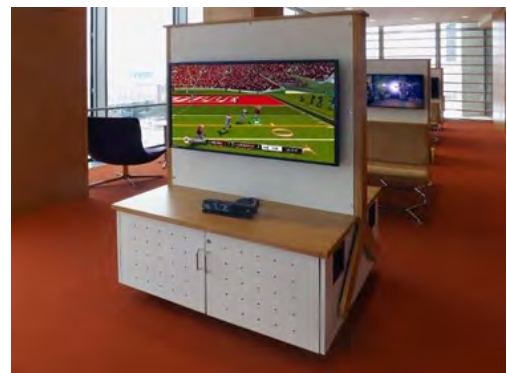


TEEN GAMING SPACE

Typical Costs: \$14-22K per location (gaming station and flat panel size dependent)

Teen gaming spaces can be accommodated either with permanent stations or via portable gaming carts that consist of a flat panel on a mobile stand that allows either a gaming system or laptop to be connected. Audio for either permanent or mobile stations is via a sound bar and a blu-tooth repeater for user headphones. Some stations also include option for sound bar to integrated microphone/camera so they can double as huddle/study systems.

A small touch panel with a simple and intuitive user interface will provide control of the audiovisual system.



BUILDING-WIDE AUDIOVISUAL SYSTEMS

Public Information Display and Digital Signage System

Typical Costs: \$8-12K per location

Public displays are distributed at key locations throughout the library and may display information such as:

- ♦ Digital Bulletin Board: informational digital signage for listing news and events within the library and community
- ♦ Entertainment: broadcast television in lounges, break rooms or lobbies
- ♦ Directory / Interactive wayfinding
- ♦ Display Wall: digital storytelling and displaying creative content.
- ♦ Room scheduling displays.
- ♦ Emergency Alert messaging

Certain locations of the Digital Signage system can also act as ad-hoc group collaboration. For these locations, the display may default to signage but switch to a local laptop input (either automatically or with the press of a button) when needed for collaborative work. Further discussion of this idea is warranted.



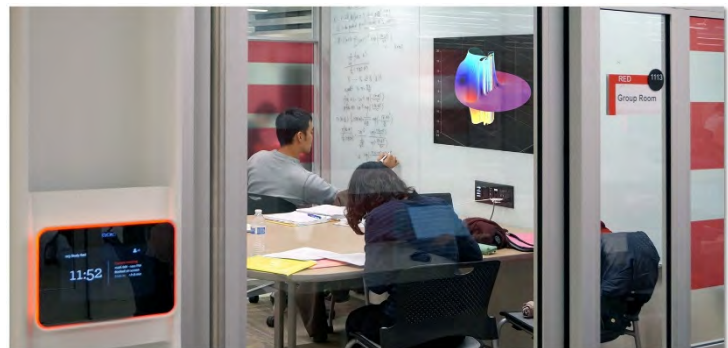
Digital signage may be capable of displaying broadcast television, computer graphics, digital video, and any associated program audio. Content most likely will come from a Web-centric system which is user-friendly and allows the option for library-generated content creation, but may also include custom elements requiring additional, specialized development.

Each display can be individually assignable, so programming can be displayed on any or all the displays independently. Grouping the displays into zones that will share the same content can save on hardware costs and may serve the function well.

Room Scheduling and Display System

Typical Costs: \$3-5K per location

A room scheduling system places small displays outside rooms to show occupancy, availability, and special event or library information. The system can allow users to reserve the space based on availability, either at the panel, through common scheduling platforms, or from a dedicated kiosk.



Portable Equipment Pool

Typical Costs: \$25-65K typical (final equipment compliment dependent)

The exact contents of a library's portable equipment pool would be determined through further discussions with library staff, but would likely include:

- ♦ Document Cameras
- ♦ Microphones, microphone mixer, portable loudspeaker system
- ♦ Outdoor Movie Equipment (projector, screen, DVD/media player, stands and cables)
- ♦ Portable video cameras
- ♦ Portable ADA Hearing Assistance Systems
- ♦ Portable Streaming Station(s)
- ♦ Portable Huddle System(s)

INFORMATION TECHNOLOGY

COMMUNICATIONS INFRASTRUCTURE

Modern communication has evolved to encompass all aspects of our lives from voice to video. Information technology's prime objective is to facilitate communication and collaboration, and the transfer of information. The communication infrastructure envisioned for the City of Celina Public Library project will include items such as:

- ♦ Pathways and Spaces
- ♦ Telecommunication Rooms
- ♦ Structured Cabling throughout building
- ♦ Connection points to the City-Wide Network.

INCOMING SERVICES

Typical Costs of Incoming Services \$26-35K (dependent upon redundancy needs)

Incoming network services, also known as Outside Plant (OSP), is planned to be supplied by the Library current service provider's fiber. This fiber, typically 24-strand Single mode fiber, is installed from an outside pull-box to the Main Telecom Room. Outside Plant (OSP) conduit infrastructure from library to nearest pull box to be coordinated with City and Library IT and the project's civil engineer. During the subsequent design phases of this project, a full on-site survey of current fiber and other incoming services will be provided by NV5 Engineering and Technology as part of the Outside redundant service entries will not be necessary for this project.

Telephone and Broadcast Television services will also terminate in the building's Main Telecom Room.

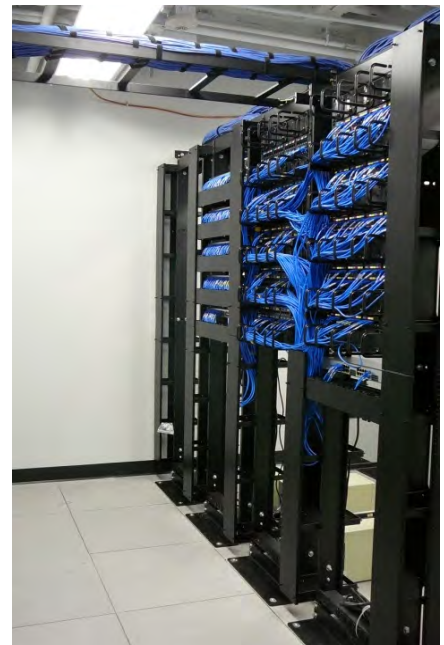
PATHWAYS AND SPACES

Typical Costs of IT Rooms \$20-27K per room (includes racks, ladder rack, PDU, Cable Management, Patch bays)

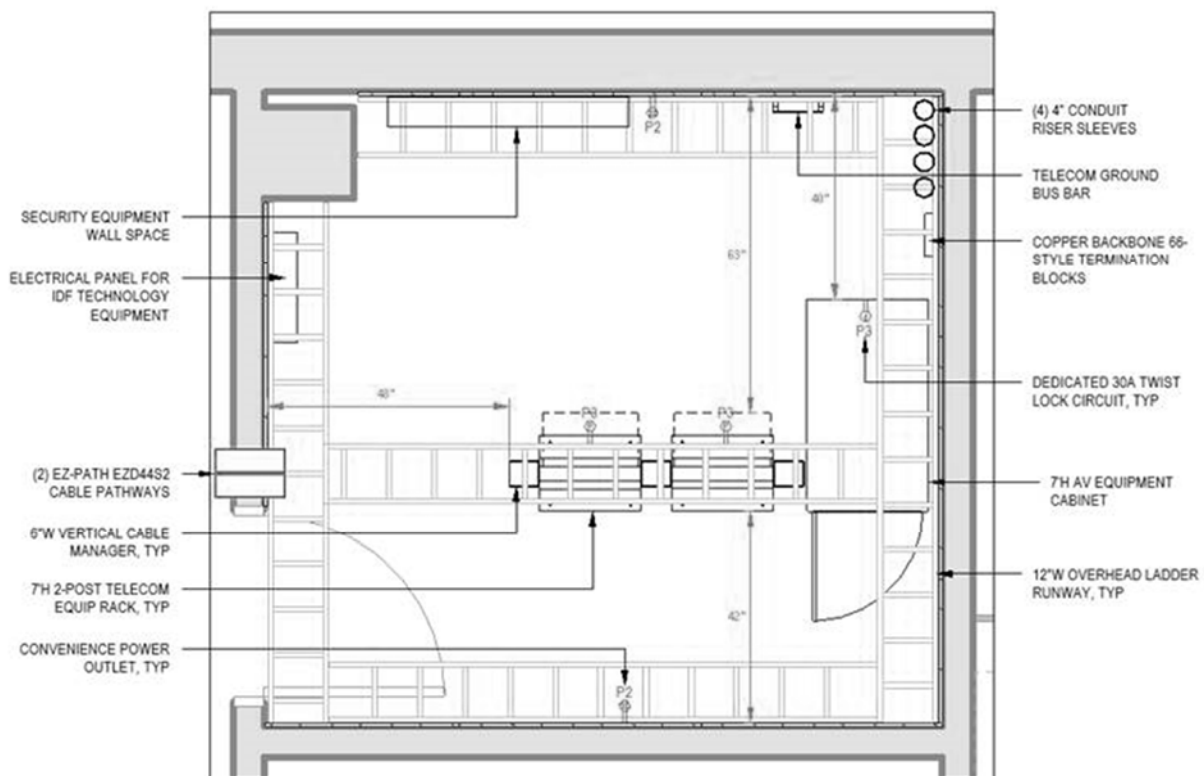
Information technologies require dedicated rooms on each floor to house equipment racks, network switches, optical fiber terminations, copper cabling patch panels, and so on. These spaces are known as Equipment Room (ER) and Telecommunications Rooms (TR). ERs & TRs provide for the organized and logical distribution of low voltage communications signals within a building and are specifically designed to be flexible and scalable. TRs provide value over an extended period of time as a distinct asset to the building and have an anticipated life cycle of up to 25 years. All TRs are designed following ANSI/TIA/EIA and BICSI standards along with recommendations and standards from the City of Celina.

Primary Components

- ♦ Connection to existing City network within Main TR Room
- ♦ Fiber and copper connections between Main TR and each distributed TR Room
- ♦ Floor mounted equipment racks equipped with both vertical and horizontal wire management.
- ♦ Floor mounted AV cabinet (where required) to house Audiovisual Systems equipment.
- ♦ Overhead racking system for management of flexible connection cabling and providing additional structural support for the racks, cabinets, and systems.



- ♦ Patch panels for all horizontal cabling
- ♦ Adequate floor space and growth potential
- ♦ Independent telecommunications grounding system
- ♦ Dedicated power circuits supported by City provided UPS units.
- ♦ Dedicated HVAC cooling system 24/7; maintain ambient temperature at 68-77 degrees F.
- ♦ Stacked TR rooms centrally located within floor plate such that horizontal network cabling distances do not exceed 290' to any location within the facility.
- ♦ Typical Main TR Size: minimum 10'x12', outswing door
- ♦ Typical Distributed TR Size: minimum 10'x10', outswing door
- ♦ Audiovisual Systems equipment could be co-located within TRs as part of the overall AV over IP system. This will require a dedicated AV cabinet within these spaces.



Sample IDF Room Equipment Layout

STRUCTURED CABLING

Typical Costs \$160-230K (assumes CAT6A)

Wired building network systems are known as structured cabling systems. Structured cabling systems originate in the Telecom Rooms and extend throughout the building from ER to TR (backbone) and from TR to the end users (horizontal). The backbone cabling system between Telecom Rooms consists of fiber and copper cables and connects each TR via home-run cables to a Main TR within the building. The horizontal cabling system will consist of twisted pair Category 6A cables and is visible to the end user in the form of wall faceplates. All horizontal cabling routes to the Telecom Rooms should be

through cable baskets located in corridors and other approved support systems as required. The wired building network system uses a common cable that supports all communications needs for various independent systems such as computer networks, voice system, surveillance, video, and building automation

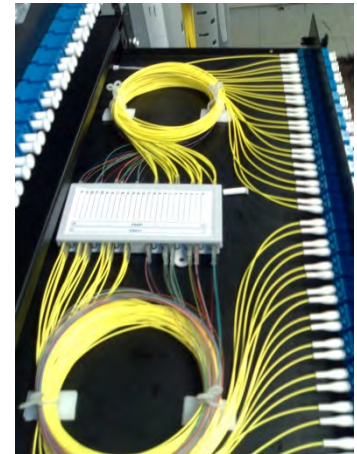
system. These diverse systems run on the same cable infrastructure, which offers ultimate flexibility; the same cabling supports all network requirements indifferent of the system.

Backbone Cable

The building should be configured with the Main Telecom Room being connected to all other TRs via fiber and copper cables. All fiber cabling is terminated in rack mounted housings to provide complete flexibility for cross-connecting of various networks and equipment and to provide redundancy. All copper cabling terminates at the rack on patch panels. This methodology permits cross-connection for devices requiring analog phone lines (like fax machines) by using simple patch cords instead of specialized tools. Copper tie-lines from rack patch panels to wall-mounted 110 blocks may also be incorporated into the backbone.

The backbone typical for a public library will consist of the following:

- ♦ 24-strand single mode (SM) fiber capable of supporting 100 Gbps.
- ♦ 25-pair Category 3 copper cable



Horizontal Cable

All horizontal cabling should be a minimum of CAT6A dependent on the current industry standards to support expanding Power over Ethernet (POE) capabilities. All areas of the building will follow similar design standards regarding the number of cables per workspace as established by the City of Celina along with industry codes, standards, and best practices. This aspect of the horizontal cabling design should be reviewed later in the building design phase.

Horizontal cabling should be planned to:

- ♦ Utilize CAT6A cabling at a minimum including all cabling, patch panels, patch cables, termination modules, and wiring blocks.
- ♦ Utilize CAT6A cabling for all wireless access points following the current Cisco recommendations.
- ♦ Terminate on rack-mounted patch panels regardless of the application using the cable – email, phone call, fax, video, etc.
- ♦ Utilize the same cable regardless of the device using the cable – computer, telephone, surveillance camera, etc.

Outlet Configurations

Preliminary definitions for the recommended work area outlet configurations based on BICSI best practices are as follows:

- ♦ The “Data-Only” or “Voice-Only” Outlet consists of one (1) Category 6A cable. This outlet type will be used less frequently than a “Dual” Outlet and will support such specialty applications as stand-alone wall-mounted telephones, video projectors, flat panel displays, and surveillance cameras. These outlet types are typically characterized by specialty mounting heights and locations.
- ♦ An example of “Voice-Only” outlet would include a wall telephone location.
- ♦ The “Dual” Outlet consists of two (2) Category 6A cables on a single-gang faceplate.
- ♦ The “Triple” Outlet consists of three (3) Category 6A cables on a single-gang faceplate.
- ♦ The “Quad” Outlet consists of four (4) Category 6A cables on a single-gang faceplate.

- ♦ The “High Density” Outlet consists of six (6) or more Category 6A cables on a single-gang or dual-gang faceplate.
- ♦ A “Furniture Feed” consists of one (1) 4” square wall box to provide a pathway from the wall to the furniture system’s raceway.
- ♦ “Specialty” Outlet variants will be adapted as needed for unique uses and locations not covered by the above-listed configurations.
- ♦ Wireless Access Points (WAP) cabling will be provided with a “Dual” Category 6A outlet; one cable for console port connection and the other for the network uplink.

Patch Cable Assemblies

Effective patch “flow” is an integral part of the Structured Cabling System design to be planned according to the specific rack and wire management layouts.

- ♦ Patch cable assemblies will be provided and warranted as a part of the Structured Cabling System based upon a quantity twice that of the installed and available horizontal cabling channels plus an additional 5% to provide for varying needs at both cable ends.
- ♦ Patch cables will be color-coded according to the City of Celina standards.
- ♦ Patch cables will be provided as part of the Structured Cabling package and installed by the Contractor at direction of City IT staff.



WIRELESS NETWORK

Typical Costs by owner/others

Wireless technologies have been embedded into modern society. Some wireless technologies are used every day such as radios, cellular phones, smart phones, tablet PCs and laptop computers. As such a very robust and dense Wi-Fi network is being planned.

Today’s public libraries must accommodate a wide range of user needs and expectations to foster free flowing access to various formats of information. Many libraries struggle with a desire to support the ever-evolving BYOD (Bring Your Own Device) environment that is now expected by patrons and staff.

A wireless network will be designed for the City of Celina Library to augment the traditional wired network. Wireless coverage will be provided throughout all interior areas, and for exterior building adjacencies and commons public areas.



Within interior spaces, access points are located below finished ceilings and will be activated as needed to provide full building-wide coverage. The wireless infrastructure design will be based on the latest IEEE-802.11 standard (802.11ac) and can adapt to and supporting future standards such as 802.11s

outlets will be provided by the design team, as coordinated with City IT staff. Data outlets for wireless access points are typically provisioned with 20’ service loop to allow for flexibility during final commissioning and testing.

Typically the wireless network electronics procurement and installation of all associated equipment is by Owner

NETWORK ELECTRONICS

Typical Costs by owner/others

The data network systems provide transport and communications for a multitude of applications. Ideally, there should be a single, common data network system for all applications as opposed to individual data network systems that are single application based. A common data network allows for cost savings of equipment and supporting infrastructure (space, power, cooling, etc.) while also providing better utilization of network equipment. By using network protocols such as virtual local area networks (VLANs), applications such as voice can share a common network switch with applications such as email or video surveillance yet still ensure proper quality of service (QoS).

The structured cabling systems described in the previous section make up the passive components of the data network systems. The active data network electronics will include the following:

- ♦ All switches will support Power over Ethernet (PoE) for all ports supporting the latest PoE standards.
- ♦ All switches will be based on 1RU Cisco Catalyst models
- ♦ Common network switches across all departments and applications utilizing VLANs for QoS and security

Typically network electronics procurement and installation of all network electronics and associated equipment is by Owner.

TELEPHONE SYSTEM AND HANDSETS

Typical Costs by owner/others

A Library will typically deploy the latest Voice over Internet Protocol (VoIP) technology type telephony system. VoIP systems utilize the same cabling and switching equipment as the data network and offers the following advantages:

- ♦ Reduced Operational Costs
- ♦ Common cabling – data and voice networks use the same type of cable.
- ♦ Flexibility – every network cable can be voice, data, or both.
- ♦ Portability – phone number moves with the phone, not the location.
- ♦ Handset not always required – phones can be software on a computer.
- ♦ Unified Communications – users can access email from the phone and voicemail from the computer.



Some devices and equipment may require traditional telephone connectivity, often referred to as “Plain Old Telephone Service” or POTS. These systems will be supplied with the same CAT6A cabling as the rest of the network infrastructure with simple break-out cables allowing connectivity to a standard RJ-11 (phone) connector.

Typically voice electronics procurement and installation of all network electronics and associated equipment is by Owner.

OTHER INFORMATION TECHNOLOGY EQUIPMENT

Typical Costs by owner/others

The following equipment associated with the building Information Technology system is also typical within a library environment

- ♦ Public and staff computers and laptops
- ♦ Public and staff printers
- ♦ Self-checkout stations
- ♦ OPAC/Catalog stations



PHYSICAL SECURITY

The safety and security of the inhabitants and assets of the City of Celina Public Library requires special consideration in light of the following key design issues:

- ♦ The Library is a public facility and may include special events after hours.
- ♦ The main building will have multiple entrance and/or exit points.
- ♦ Financial transactions may occur in several locations within the building.
- ♦ The library will include expensive and desirable items such as laptops, computers, projectors, and other audiovisual equipment.

We will coordinate with the appropriate city and library entities as required throughout the upcoming design phases of the project to confirm the planned security systems coordinate with any City standards or integrated systems.

In general, building security systems are intended to control or monitor pedestrian flow throughout the building based on certain flexible criteria. Themes such as individual pass card holder permissions and time of day access control are key to the design. Access system and cards will be per City standard.

Video Surveillance devices in the form of networked security cameras will augment the access control system by linking door events with video footage. To complete the design, devices such as duress alarms, door sensors, and motion detectors will provide duress and intrusion alarm monitoring for the facility.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED)

The design team will be utilizing an approach to security that provides for both real and “perceived” boundaries, as well as a “full scope” security approach which includes the concepts of CPTED.

CPTED is defined as a multidisciplinary approach to deterring criminal behavior through environmental design. CPTED strategies rely on the ability to influence offender decisions that precede criminal acts by affecting the built, social, and administrative environment. The basic CPTED strategies are Natural Surveillance, Natural Access Control, and Natural Territorial Enforcement.

Natural Surveillance

Natural Surveillance is the design principle, which calls for creating an environment where the occupant has an enhanced ability to observe the surrounding environment and the potential offender will have a heightened perception of their increased risk of being observed. The design principles involved include creating good sight lines and minimizing visual obstacles so that from a given location the occupant has a high degree of visual control. People will always feel safer when they can easily see and be seen.

From the perspective of Natural Surveillance, these items are ideal in that they offer no real hiding places. They provide a level of deterrence but little to no visual obstruction, which raises the probability of detection for the potential intruder.

Proper lighting will also create an effective deterrent to crime, because good lighting (no areas of glare from lights and no dark areas) discourages criminal activity, improves visibility, and reduces fear. Visibility in design can also be enhanced by including windows that look directly out on public sidewalks and parking.

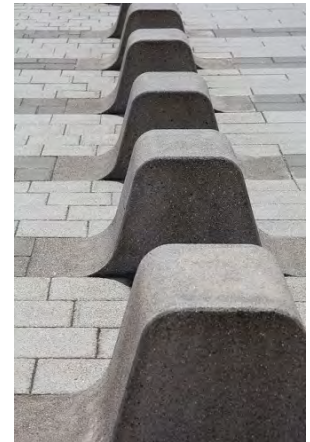
Sidewalks, plazas, and other pedestrian areas should be evenly lit by pole mounted lighting, providing no shadowed hiding places for a would-be criminal to use to their advantage. Sufficient lighting levels will also enhance the capture and storage of evidentiary quality video, enabling recognition of perpetrators in covered areas. Steadily increasing lighting levels as one approaches the building will improve the sense of safety and the video quality at the appropriate locations. Additionally, the observable presence of video surveillance cameras will in and of itself have some deterrent capability, as potential offenders are less likely to act if they know they will be observed and recorded.

Natural Access Control

Natural Access Control limits the opportunity for crime by clearly differentiating between public and private spaces. Location and design of entrances and exits, which tend to guide people in the appropriate direction, will provide Natural Access Control. Natural Access Control recommends that the facility have only one primary, clearly identifiable entry point, or at a minimum utilize the architectural design to route people to a central security location before they have access to stairwells and elevators.

Natural Territorial Reinforcement

Natural Territorial Reinforcement utilizes architectural design to increase the sense of ownership, which increases the likelihood that intruders will be challenged and reported. It creates an environment where strangers or intruders stand out and are more easily identified.



ACCESS CONTROL SYSTEM

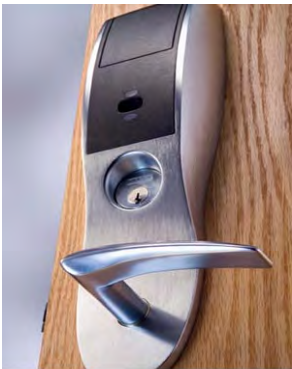
Typical Costs:

Access Control \$22-30K

Door Hardware by others

An Access Control system will provide card access for designated non-public entry points of the building or departmental perimeters or at any other space deemed a priority by the Library and project stakeholders. Ideally, traditional keys would be only utilized and issued to staff for their individual offices, storage rooms, and other unique spaces that are under their control.

The Library should incorporate the City of Celina standard for the Security Management / Access Control system unless directed otherwise during the subsequent design phases. It is anticipated the Library access control system will likely communicate with a centralized City server. The Library security and access system will then be connected to the building LAN/WAN infrastructure and communicate over a City configured Security VLAN.



The typical security door configuration will include provisions for a reader, interface to the electric locks, door position switches, and request to exit components. In addition, each door configuration will include a pull box located above the door on the secure side for the interconnection of the various door control and signaling components. Multi-technology card readers will be incorporated to allow for use with existing standard 125kHz cards, more secure 13.56MHz smart cards, and compatibility with mobile (virtual) credentials. Card readers may incorporate keypads for dual authentication utilizing card + PIN. The potential use of biometric identification access devices for the Library is yet to be determined and will be reviewed based on City standards.

Operation of the system will be such that time of day features may be utilized. Some doors may be unlocked by the system during regular business hours or for special events while others remain as pass card access only. Doors may go into an alarm state when opened immediately, such as in an emergency exit, or when a perimeter door is held open for an extended period of time.

In general, the access control system will seal off the building perimeter and restrict access to certain spaces at certain times. There may be a need to control access to elevators and stairwells based on occupants' requirements and work schedules. Additional features of the system include holiday schedules, visitor credentialing, access groups, and database segmentation to name a few.

The access control system and the video surveillance system will either be a single unified platform or a fully integrated solution. This will allow for timestamp management of video records tied to security system alarms and entry/exit access events.

VIDEO SURVEILLANCE SYSTEM

Typical Costs:

Cameras \$29-34K

DVR Storage/Retrieval by owner/others

Monitoring Station(s)/Center by owner/others

A system of fully integrated digital security cameras will monitor exterior building adjacencies, interior public areas, entry/exit points, commons areas, high traffic and transition areas, and other critical spaces as deemed necessary by the City and project stakeholders. The networked IP security cameras will communicate to the video surveillance system via the Library LAN infrastructure. Each camera will require a Category network cable, installed to the nearest IDF room.



Security camera types will be standardized on high definition IP PoE type cameras. The cameras may also implement technologies such as megapixel, 180 or 360-degree multi-sensor panoramic view, pan-tilt-zoom (PTZ), and integration of video motion or analytics alarms. Camera housings will be primarily domes with other housings provided based on environment, architectural goals, or space limitations. The camera products and manufacturers shall be consistent with City security standards. The video system and IP cameras may incorporate motion sensing software to activate recording only when certain conditions are met such as human movement. Analytic software is also available to trigger alarms and for people counting.

The video surveillance system cameras and devices will likely communicate with centralized City video management system server and recording devices. The video system will also likely be connected to the building LAN/WAN infrastructure and communicate over a City configured Security VLAN.

The video surveillance system will be integrated with the access control, intrusion detection, and emergency call station systems. This will provide optimal situational awareness for security operators with respect to incident response, to provide more effective safety and security within and around the Library and can, if desired, could allow the City of Celina Police Department to have the ability to remotely access and view security cameras from the Library.

ASSET PROTECTION

Typical Costs:

RFID Security Gates \$8-12K per gate

RFID Tags/Related Equipment by owner/others

The Library will require Radio Frequency Identification Devices (RFID) Book Security Gates at main entry/exit locations. The Security Gates will be furnished by the City and installed by the general contractor. Necessary power and data infrastructure will be provided by the project to support the City supplied RFID gate equipment. It is understood the City and project stakeholders desire a more aesthetically appealing solution than traditional book security gates. The preference would be to evaluate new technology and integrate the RFID equipment into the adjacent walls if possible.

The RFID alarm system may be employed to tag and protect other building assets such as computers, flat panel displays, projectors, etc. These devices communicate wirelessly with the equipment placed at the exit points. Like the book system, when the RFID tag passes through the RFID gate system, an alarm will be triggered.

DESIGN TEAM CONSIDERATIONS

The following is a brief discussion of several facility-related factors that impact the effectiveness of the audiovisual systems in the building. Coordination with the appropriate designers for each area will occur as the project progresses.

ACOUSTICS

Briefly, particular care must be taken to acoustically isolate adjacent spaces, and to establish appropriate listening environments. Proper acoustic design may be required which could impact room geometry, finishes, and furnishings.

To that end, the following aspects of acoustic design should be addressed:

- ♦ Internal Room Acoustics – selecting the proper interior architectural materials to provide the suitable reverberation time for each space.
- ♦ Sound Isolation – determining the proper construction methodologies for the walls, ceiling, and floors of acoustically critical spaces.
- ♦ Mechanical Noise and Vibration Control – controlling unwanted sound and air turbulence that is generated by the building's mechanical systems.



Room Acoustics



Sound Isolation



Mechanical Noise Control

NATURAL AND ARTIFICIAL LIGHTING

Numerous studies have shown that day-lighting increases productivity and is preferred by employees and virtually all users of the facility. Unfortunately, uncontrolled natural light can degrade or possibly ruin the contrast ratio of projected images and cause misleading or unflattering colorimetry effects for video cameras. While this creates some challenges for the audiovisual system and lighting designers, the benefits of daylighting far outweigh the disadvantages.

Window treatments may be required for any spaces that use a screen to display video projector images, particularly those that allow natural light into the room. Although true “black out” shades are often not required, the degree of opacity must be balanced with the performance of the projection systems and lighting systems. Control window treatments may be coupled with the audiovisual system.

The lighting system should also be coordinated with the audiovisual systems. Careful attention must be paid to the balance of natural and artificial light, color temperature, interaction with various displays, heat generation, and noise generated by dimmers and ballasts, operational costs and so on.

It is recommended that the use of specialized lighting fixtures be utilized in any spaces that may be used for video recording or videoconferencing to prevent the participants from appearing two-dimensional and flat. With the use of video cameras, this specialized lighting will provide the lumen levels and color temperature necessary to produce clear images of the instructor.

TECHNICAL POWER

Due to the sensitive nature of electronic equipment that is being used, a clean source of power is required. Clean power requires that there be no equipment loads, such as those with transformers that generate electrical noise on the power lines shared with sensitive technologies. This would include, for example, air conditioning equipment, large motors that stop and start regularly, uninterruptible power supplies, air compressors, welding, or other heavy industrial equipment, or dimmed lighting loads; all of which create transients, harmonics, surges, and spikes.

To ensure power quality, dedicated “technical power” distribution panels should be provided. Where concentrations of sensitive electronic equipment occur, a dedicated technical power circuit may also be specified. All technical power circuits for equipment within a room should be on the same phase to ensure proper equipment timing within the system. For additional power quality, transient voltage surge suppression devices must be installed on the panels serving technical power circuits.

While the Electrical Engineer for the project is responsible for the design of the electrical systems, this work should be done in coordination with the technology designer.

A more thorough report with recommendations for the project’s Electrical Engineer will be created as part of the Schematic Design phase of this project.

INTERFACE WITH EMERGENCY COMMUNICATIONS

Audiovisual components such as digital signage displays, paging loudspeakers, and even projectors can be interfaced with the building’s emergency communications systems. If desired, this should only be considered as a supplement to required emergency communications systems designed by others and cannot be relied upon for life safety.



E | DETAILED SPACE ANALYSIS

BENCHMARKING + STANDARDS

COLLECTION ANALYSIS AT EXEMPLARY LEVEL

Year	Current Library Print Collection	Collection Format	Collection Size at Exemplary Level	Space required (66" high shelving @ 8 volumes per SF)*	Notes
2023	61,387	TOTAL	93,025		
37,815	19,415	70% physical	65,117	8,140	@ exemplary level
	41,972	30% digital	27,907		
2025		TOTAL	143,169		
51,315		70% physical	100,218	12,527	
		30% digital	42,951		
2030		TOTAL	252,015		
90,328		70% physical	176,411	22,051	@ exemplary level
		30% digital	75,605		
2035		TOTAL	325,781		
135,179		70% physical	228,047	28,506	@ exemplary level
		30% digital	97,734		
2040		TOTAL	478,679		
198,622		70% physical	335,075	41,884	@ exemplary level
		30% digital	143,604		

BENCHMARKING + STANDARDS

COLLECTION ANALYSIS AT ENHANCED LEVEL

Year	Current Library Print Collection	Collection Format	Collection Size at Exemplary Level	Space required (66" high shelving @ 8 volumes per SF)*	Notes
2023	61,387	TOTAL	73,739		
37,815	19,415	70% physical	51,617	6,452	@ enhanced level
	41,972	30% digital	22,122		
2025		TOTAL	100,064		
51,315		70% physical	70,045	8,756	@ enhanced level
		30% digital	30,019		
2030		TOTAL	176,140		
90,328		70% physical	123,298	15,412	@ enhanced level
		30% digital	52,842		
2035		TOTAL	263,599		
135,179		70% physical	184,519	23,065	@ enhanced level
		30% digital	79,080		
2040		TOTAL	387,313		
198,622		70% physical	271,119	33,890	@ enhanced level
		30% digital	116,194		

DETAILED SPACE ANALYSIS

PHASE 1 REDUCED

2025 TOTAL SPACE REQUIRED	COLLECTION Items	MEETING SPACE	PUBLIC SEATING	TECH SEATS	SF
Public/Common Areas, Lobby, Booksale area, café/tutoring #7, restrooms (public, family, comfort)					
Library Prefunction Area					400
6 person Study/Homework/Homeschool Rooms - (2) #3		12			360
2-4 person Study Rooms - (4)		8			120
Audio/Video Media Lab					
High Tech/Low Tech Craft Space (#9)					
Deep Quiet Reading			6		180
Adult Collection	12,000				1,500
Children Collection	20,000				2,500
Teen Collection	8,000				1,000
Adult Reader/Comfortable Seats #9			70		2,100
Children's Reader Seats/Niches #8			45		1,125
Children's Story/Arts & Crafts Area #2					
Children's Interactive/STEAM #4 & #6					120
Teen Reader Seats/Gaming/Space #1			10		400
Technology Seats				6	240
Multi-purpose Meeting / Class rooms		60			630
Teaching/learning Kitchen					
Staff work areas (approximately 25%) includes offices, workstations, storage, conference, amh					2,669
Non-Assignable (approximately 25%) storage, support					2,669
TOTAL	1.95 items per capita 2025	80	131	6	16,013
	enhanced vols	space for meeting	public seats 3/1000 (2025) 257	tech seats 1/1500 (2025) 34	Square Feet

DETAILED SPACE ANALYSIS

2025 SPACE SUMMARY - ENHANCED

2025 TOTAL SPACE REQUIRED	COLLECTION Items	MEETING SPACE	PUBLIC SEATING	TECH SEATS	SF
Public/Common Areas, Lobby, Booksale area, café/tutoring #7, restrooms (public, family, comfort)					
Library Prefunction Area					400
6 person Study/Homework/Homeschool Rooms - (2) #3		12			720
2-4 person Study Rooms - (4)		16			240
Audio/Video Media Lab					
High Tech/Low Tech Craft Space (#9)		24			
Deep Quiet Reading			12		360
Collection - ENHANCED	70,045				8,756
Adult Reader/Comfortable Seats #9			135		4,050
Children's Reader Seats/Niches #8			90		2,250
Children's Story/Arts & Crafts Area #2					
Children's Interactive/STEAM #4 & #6					120
Teen Reader Seats/Gaming/Space #1			20		800
Technology Seats				26	1,040
Story Time Room					
Multi-purpose Meeting / Class rooms		60			630
Teaching/learning Kitchen					
Staff work areas (approximately 25%) includes offices, workstations, storage, conference, amh					4,841
Non-Assignable (approximately 25%) storage, support					4,841
TOTAL	1.95 items per capita 2025 enhanced vols	112 space for meeting	257 public seats 3/1000 (2025) 257	26 tech seats 1/2000 (2025) 26	29,048 Square Feet

DETAILED SPACE ANALYSIS

2025 SPACE SUMMARY - EXEMPLARY

2025 TOTAL SPACE REQUIRED	COLLECTION Items	MEETING SPACE	PUBLIC SEATING	TECH SEATS	SF
Public/Common Areas, Lobby, Booksale area, café/tutoring #7, restrooms (public, family, comfort)					
Library Prefunction Area					400
6 person Study/Homework/Homeschool Rooms - (2) #3		12			720
2-4 person Study Rooms - (4)		16			240
Audio/Video Media Lab					
High Tech/Low Tech Craft Space (#9)		24			
Deep Quiet Reading			12		360
Collection - EXEMPLARY	100,218				12,527
Adult Reader/Comfortable Seats #9			135		4,050
Children's Reader Seats/Niches #8			90		2,250
Children's Story/Arts & Crafts Area #2					
Children's Interactive/STEAM #4 & #6					120
Teen Reader Seats/Gaming/Space #1			20		800
Technology Seats				26	1,040
Story Time Room					
Multi-purpose Meeting / Class rooms		60			630
Teaching/learning Kitchen					
Staff work areas (approximately 25%) includes offices, workstations, storage, conference, amh					5,784
Non-Assignable (approximately 25%) storage, support					5,784
TOTAL	2.46 items per capita 2025 enhanced vols	112 space for meeting	257 public seats 3/1000 (2025) 257	26 tech seats 1/2000 (2025) 26	34,706 Square Feet

DETAILED SPACE ANALYSIS

2030 SPACE SUMMARY - ENHANCED

2030 TOTAL SPACE REQUIRED	COLLECTION Items	MEETING SPACE	PUBLIC SEATING	TECH SEATS	SF
Public/Common Areas, Lobby, Booksale area, café/tutoring #7, restrooms (public, family, comfort)					1,600
Library Prefunction Area					800
6 person Study/Homework/Homeschool Rooms - (4) #3		24			720
2-4 person Study Rooms - (6)		24			720
Multi-purpose Collaboration Lab (#10)		30			450
Audio/Video Media Lab					200
High Tech/Low Tech Craft Space (#9)		24			1,200
Deep Quiet Reading			20		600
Collection - ENHANCED	123,298				15,412
Adult Reader/Comfortable Seats #9			149		4,470
Children's Reader Seats/Niches #5			90		2,250
Children's Story/Arts & Crafts Area #2					800
Children's Interactive/STEAM #6					240
Teen Reader Seats/Gaming/Space #1			20		1,600
Technology Seats				45	1,800
Story Time Room					1,400
Multi-purpose Meeting / Class rooms (2 divisible)		120			2,760
Teaching/learning Kitchen					400
Staff work areas (approximately 25%) includes offices, workstations, storage, conference, amh					9,256
Non-Assignable (approximately 25%) storage, support					9,256
TOTAL	2.04 items per capita 2030 enhanced vols	222 space for meeting	279 public seats 3/1000 (2030) 271	45 tech seats 1/2000 (2030) 45	55,933 Square Feet

DETAILED SPACE ANALYSIS

2030 SPACE SUMMARY - EXEMPLARY

2030 TOTAL SPACE REQUIRED	COLLECTION Items	MEETING SPACE	PUBLIC SEATING	TECH SEATS	SF
Public/Common Areas, Lobby, Booksale area, café/tutoring #7, restrooms (public, family, comfort)					1,600
Library Prefunction Area					800
6 person Study/Homework/Homeschool Rooms - (4) #3		24			720
2-4 person Study Rooms - (6)		24			720
Multi-purpose Collaboration Lab (#10)		30			450
Audio/Video Media Lab					200
High Tech/Low Tech Craft Space (#9)		24			1,200
Deep Quiet Reading			20		600
Collection - EXEMPLARY	176,411				22,051
Adult Reader/Comfortable Seats #9			149		4,470
Children's Reader Seats/Niches #5			90		2,250
Children's Story/Arts & Crafts Area #2					800
Children's Interactive/STEAM #6					240
Teen Reader Seats/Gaming/Space #1			20		1,600
Technology Seats				45	1,800
Story Time Room					1,400
Multi-purpose Meeting / Class rooms (2 divisible)		120			2,760
Teaching/learning Kitchen					400
Staff work areas (approximately 25%) includes offices, workstations, storage, conference, amh					10,915
Non-Assignable (approximately 25%) storage, support					10,915
TOTAL	2.79 items per capita 2030 enhanced vols	222 space for meeting	279 public seats 3/1000 (2030) 271	45 tech seats 1/2000 (2030) 45	65,892 Square Feet

DETAILED SPACE ANALYSIS

2035 SPACE SUMMARY - ENHANCED

2035 TOTAL SPACE REQUIRED	COLLECTION Items	MEETING SPACE	PUBLIC SEATING	TECH SEATS	SF
Public/Common Areas, Lobby, Booksale area, café/tutoring #7, restrooms (public, family, comfort)					3,200
Library Prefunction Area					1,600
6 person Study/Homework/Homeschool Rooms - (8) #3		48			1,440
2-4 person Study Rooms - (10)		40			1,200
Multi-purpose Collaboration Lab (#10)		16			240
Audio/Video Media Lab					400
High Tech/Low Tech Craft Space (#9)		24			2,800
Deep Quiet Reading			30		900
Collection - ENHANCED	184,519				23,065
Adult Reader/Comfortable Seats			196		5,880
Children's Reader Seats/Niches #5			120		3,000
Children's Story/Arts & Crafts Area					2,400
Children's Interactive/STEAM #6					360
Teen Reader Seats/Gaming/Space			60		3,200
Technology Seats				68	2,720
Story Time Room					2,000
Multi-purpose Meeting / Class rooms (3 divisible)		180			3,060
Teaching/Learning Kitchen					300
Staff work areas (approximately 25%) includes offices, workstations, storage, conference, amh					14,366
Non-Assignable (approximately 25%) storage, support					14,366
TOTAL	1.52 items per capita 2035 enhanced vols	308 space for meeting	406 public seats 3/1000 (2035) 406	68 tech seats 1/1500 (2035) 68	86,497 Square Feet

DETAILED SPACE ANALYSIS

2035 SPACE SUMMARY - EXEMPLARY

2035 TOTAL SPACE REQUIRED	COLLECTION Items	MEETING SPACE	PUBLIC SEATING	TECH SEATS	SF
Public/Common Areas, Lobby, Booksale area, café/tutoring #7, restrooms (public, family, comfort)					3,200
Library Prefunction Area					1,600
6 person Study/Homework/Homeschool Rooms - (8) #3		48			1,440
2-4 person Study Rooms - (10)		40			1,200
Multi-purpose Collaboration Lab (#10)		16			240
Audio/Video Media Lab					400
High Tech/Low Tech Craft Space (#9)		24			2,800
Deep Quiet Reading			30		900
Collection - EXEMPLARY	228,047				28,506
Adult Reader/Comfortable Seats			196		5,880
Children's Reader Seats/Niches #5			120		3,000
Children's Story/Arts & Crafts Area					2,400
Children's Interactive/STEAM #6					360
Teen Reader Seats/Gaming/Space			60		3,200
Technology Seats				68	2,720
Story Time Room					2,000
Multi-purpose Meeting / Class rooms (3 divisible)		180			3,060
Teaching/Learning Kitchen					300
Staff work areas (approximately 25%) includes offices, workstations, storage, conference, amh					15,726
Non-Assignable (approximately 25%) storage, support					15,726
TOTAL	2.41 items per capita 2035 enhanced vols	308 space for meeting	406 public seats 3/1000 (2035) 406	68 tech seats 1/1500 (2035) 68	94,659 Square Feet

DETAILED SPACE ANALYSIS

2040 SPACE SUMMARY - ENHANCED

2040 TOTAL SPACE REQUIRED	COLLECTION Items	MEETING SPACE	PUBLIC SEATING	TECH SEATS	SF
Public/Common Areas, Lobby, Booksale area, café/tutoring , restrooms (public, family, comfort)					6,000
Library Prefunction Area					6,000
6 person Study/Homework/Homeschool Rooms - (12)		72			2,160
2-4 person Study Rooms - (12)		48			1,440
Multi-purpose Collaboration Lab		64			960
Audio/Video Media Lab					800
High Tech/Low Tech Craft Space (#9)		40			4,000
Deep Quiet Reading			60		1,800
Collection - ENHANCED	271,119				33,890
Adult Reader/Comfortable Seats			270		12,100
Children's Reader Seats/Niches #5			196		8,900
Children's Story/Arts & Crafts Area					1,000
Children's Interactive/STEAM #6					240
Teen Reader Seats/Gaming/Space			70		3,600
Technology Seats				99	3,960
Story Time Room					2,400
Multi-purpose Meeting / Class rooms (3 divisible)		300			5,100
Teaching/learning Kitchen					600
Staff work areas (approximately 25%) includes offices, workstations, storage, conference, amh					23,587
Non-Assignable (approximately 25%) storage, support					23,587
TOTAL	1.52 items per capita 2040 enhanced vols	524 space for meeting	596 public seats 3/1000 (2040) 596	99 tech seats 1/2000 (2040) 99	142,125 Square Feet

DETAILED SPACE ANALYSIS

2040 SPACE SUMMARY - EXEMPLARY

2040 TOTAL SPACE REQUIRED	COLLECTION Items	MEETING SPACE	PUBLIC SEATING	TECH SEATS	SF
Public/Common Areas, Lobby, Booksale area, café/tutoring , restrooms (public, family, comfort)					6,000
Library Prefunction Area					6,000
6 person Study/Homework/Homeschool Rooms - (12)		72			2,160
2-4 person Study Rooms - (12)		48			1,440
Multi-purpose Collaboration Lab		64			960
Audio/Video Media Lab					800
High Tech/Low Tech Craft Space (#9)		40			4,000
Deep Quiet Reading			60		1,800
Collection - EXEMPLARY	176,411				22,051
Adult Reader/Comfortable Seats			270		12,100
Children's Reader Seats/Niches #5			196		8,900
Children's Story/Arts & Crafts Area					1,000
Children's Interactive/STEAM #6					240
Teen Reader Seats/Gaming/Space			70		3,600
Technology Seats				99	3,960
Story Time Room					2,400
Multi-purpose Meeting / Class rooms (3 divisible)		300			5,100
Teaching/learning Kitchen					600
Staff work areas (approximately 25%) includes offices, workstations, storage, conference, amh					20,628
Non-Assignable (approximately 25%) storage, support					20,628
TOTAL	2.41 items per capita 2040 enhanced vols	524 space for meeting	596 public seats 3/1000 (2040) 596	99 tech seats 1/2000 (2040) 132	124,367 Square Feet



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ty Behringer, Assistant to the City Manager
CC: Karla Stovall, Interim City Manager
Date: September 12, 2023
Re: TIRZ #5 Old Celina Limited - Approval of Project Expenditures

Action Requested:

Consider and act upon a Resolution of the City Council of the City of Celina, Texas, approving Tax Increment Reinvestment Zone Number Five project expenditures; providing a severability clause; and providing an effective date. (Behringer)

Background Information:

All project expenditures provided within the Resolution are authorized spending under Chapter 311 of the Texas Tax Code. This agenda item provides for City Council approval of the TIRZ Board's authorization.

Legal Review:

The Resolution has been reviewed by the City Attorney.

Supporting Documents:

1. TIRZ 5 Board Resolution Approving Expenditures (Council) - TB 8.31

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

RESOLUTION 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING CERTAIN TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE PROJECT EXPENDITURES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (hereinafter referred to as the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, on March 8, 2016, pursuant to and as required by the Act, the governing body of the City (hereinafter referred to as the “City Council”) approved and adopted by Ordinance No. 2016-16, a Creation Ordinance of Reinvestment Zone Number Five, City of Celina, Texas, and

WHEREAS, on December 13, 2016, pursuant to and as required by the Act, the City Council approved and adopted by Ordinance No. 2016-82, a Final Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City of Celina, Texas, and a Final Project Plan, for a tax increment reinvestment zone containing 1,235.8 acres located within the City; and

WHEREAS, the Board of Directors of Reinvestment Zone Number Five, City of Celina, Texas, authorized through the passage of Resolution on September 12, 2023, for Tax Increment Reinvestment Zone Number Five payment of certain administrative expenditures with a cost not to exceed \$10,000, directly related to facilitating and encouraging development within the Zone; all of which the Board found were authorized expenditures under the Act; and

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, in accordance with the Act, hereby approves the following expenditures authorized by the Board of Directors of Reinvestment Zone Number Five, City of Celina, Texas, the cost of administrative expenditures with a cost not to exceed \$10,000, both directly related to facilitating and encouraging development within the Zone. The City Council finds that such expenditures are authorized under the Act.

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City 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. That this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 12th DAY OF SEPTEMBER 2023.

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ty Behringer, Assistant to the City Manager
CC: Karla Stovall, Interim City Manager
Date: September 12, 2023
Re: TIRZ #11 Downtown - Approval of Project Expenditures

Action Requested:

Consider and act upon a Resolution of the City Council of the City of Celina, Texas, approving Tax Increment Reinvestment Zone Number Eleven project expenditures; providing a severability clause; and providing an effective date. (Behringer)

Background Information:

All project expenditures provided within the Resolution are authorized spending under Chapter 311 of the Texas Tax Code. This agenda item provides for City Council approval of the TIRZ Board's authorization.

Legal Review:

The Resolution has been reviewed by the City Attorney.

Supporting Documents:

1. TIRZ 11 Approval of Project Expenditures (Council) TB 9.5

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

RESOLUTION 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING CERTAIN TAX INCREMENT REINVESTMENT ZONE NUMBER ELEVEN PROJECT EXPENDITURES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (hereinafter referred to as the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, on December 12, 2017, pursuant to and as required by the Act, the governing body of the City (hereinafter referred to as the “City Council”) approved and adopted by Ordinance No. 2017-136, a Final Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Eleven, City of Celina, Texas, and a Final Project Plan, for a tax increment reinvestment zone containing approximately 687 acres of property located within the City; and

WHEREAS, the Board of Directors of Tax Increment Reinvestment Zone Number Eleven, City of Celina, Texas (the “Board”), authorized, through the passage of Resolution No. 2021-77R on September 14, 2021, certain expenditures for the first installment to purchase property in the amount of \$400,000 with 201 Preston Road LLC – Right of Way required for the reconstruction of Elm Street, directly related to facilitating and encouraging development within the Tax Increment Reinvestment Zone Number Eleven (the “Zone”), and the Board found such expenditures were authorized expenditures under the Act; and

WHEREAS, the Board of Directors of Tax Increment Reinvestment Zone Number Eleven, City of Celina, Texas, authorized through the passage of Resolution on September 12, 2023, the third installment of four payments, for certain expenditures for the purchase of property of \$400,000 with 201 Preston Road LLC – Right of Way required for the reconstruction of Elm Street, directly related to facilitating and encouraging development within the Zone; all of which the Board found were authorized expenditures under the Act; and

WHEREAS, the Board of Directors of Tax Increment Reinvestment Zone Number Eleven, City of Celina, Texas, authorized through the passage of Resolution on September 12, 2023, for payment of certain expenditures for the Patio Project with a cost not to exceed \$185,434, directly related to facilitating and encouraging development within the Zone; all of which the Board found were authorized expenditures under the Act; and

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. That the City Council hereby approves the expenditures authorized by the Board of Directors of Tax Increment Reinvestment Zone Number Eleven, City of Celina, Texas, (1) certain expenditures for the third installment to purchase property of \$400,000 with 201 Preston Road LLC – Right of Way required for the reconstruction of Elm Street, and (2) expenditures for the Patio Project with a cost not to exceed \$185,434, both directly related to facilitating and encouraging development within the Zone.

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 12th DAY OF SEPTEMBER 2023.

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dustin McAfee, Executive Director of Development Services
CC: Karla Stovall, Interim City Manager
Date: September 12, 2023
Re: Resolution consenting to the creation of Rainwater Crossing Municipal Management District

Action Requested:

Consider and act upon a Resolution consenting to the creation of Rainwater Crossing Municipal Management District, consisting of approximately 640.575 acres of land located wholly within the City's corporate limits; generally located south and east of the intersection of CR 131 and CR 132, upon the City Council's receipt of a Petition for Consent to Creation of the District, executed by a majority in value of the holders of title of the property.

Background Information:

On August 21, 2023, Council approved a Development Agreement by and between the City of Celina and HFI Celina Realty, LLC, who owns approximately 640.575 acres of land, generally located south and east of the intersection of CR 131 and CR 132, which lies within the corporate limits of the City, and within Collin County, Texas. As part of the DA, the City agreed to adopt a Consent Resolution demonstrating the City's consent, pursuant to Section 54.016 of the Texas Water Code, to the inclusion of the Property in the MMD. The Parties desire for the MMD to be utilized to aid in the development of the Property, pursuant to the terms of the Agreement and the PID and MMD creation documents, as applicable.

Legal Review:

Legal has reviewed the corresponding Resolution.

Supporting Documents:

1. Consent Resolution - HFI DA v2 HS 9.7.23

Financial Consideration:

N/A

Staff Recommendation:
Staff recommends approval.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA,
TEXAS CONSENTING TO THE CREATION OF RAINWATER
CROSSING MUNICIPAL MANAGEMENT DISTRICT OF COLLIN
COUNTY, WHICH LIES WITHIN THE CORPORATE LIMITS OF THE
CITY OF CELINA**

WHEREAS, HFI Celina Realty, LLC, a Texas limited liability company (the “Petitioner”), desires that the City of Celina, Texas consent to the creation of Rainwater Crossing Municipal Management District of Collin County to serve the approximately 640.575 acres of land, more or less, in Collin County, Texas as described in Exhibit “A” attached hereto and incorporated herein for all intents and purposes (the “District”); and

WHEREAS, the land to be included within the District is located wholly within the corporate limits of the City of Celina, Texas; and

WHEREAS, the Petitioner has submitted to the Mayor and City Council of the City of Celina, Texas a Petition for Consent to Creation of Rainwater Crossing Municipal Management District of Collin County; and

WHEREAS, the general nature of the work to be done in the District is the construction, acquisition, maintenance and operation of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system; and

WHEREAS, the City and Petitioner have entered into that certain Development Agreement dated August 31, 2023 and filed of record in Collin County as Instrument No. 2023000100616 (the “Agreement”); and

WHEREAS, the City Council of the City of Celina, Texas desires to adopt a Resolution for the purpose of consenting to the creation of the District and consenting to the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system.

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

SECTION 1. That the City Council of the City of Celina (“City”) hereby resolves that:

1. The District may construct or finance improvements subject to the terms of state law and the Agreement;
2. The boundaries of the District cannot be expanded more than 150 acres, which must be located in the City’s corporate limits, and express consent of the City Council evidenced by a resolution is required for the addition of land; and
3. The District may issue bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system and in the manner consistent with state law subject solely to the terms of the Agreement and the City acknowledges and

agrees that no further consent of the City is required for the issuance of any obligations by the District.

SECTION 2. The Mayor Pro-Tem and City Secretary are hereby authorized to execute any documents necessary to effectuate this Resolution.

SECTION 3. That this resolution take effect immediately from and after its passage and is accordingly so resolved.

DULY RESOLVED by the City Council of the City of Celina, Texas on the 12th day of September, 2023.

Ryan Tubbs, Mayor

ATTEST:

Laren Vaughns, TRMC, City Secretary

Exhibit "A"
LEGAL DESCRIPTION

BEING a 640.575 Acres tract of land situated in the following Abstract; the B.B.B. & C.R.R. Co. Survey Abstract No. 130, the H. Culwell Survey Abstract No. 186, the J. Culwell Survey Abstract No. 208, the G. Joy Survey, Abstract No. 488, and the B. Haile Survey Abstract No. 397, all of which are in Collin County, Texas, and being all of a called 86.076 acre tract as conveyed to Celina Partners, LTD in Volume 5144, Page 3554 of the Official Public Records of Collin County, Texas, and being part of the tract described in deed to Celina Partners, LTD in Volume 5023, Page 2451 of the Official Public Records of Collin County, Texas, and being all of the called 92.315 acres tract as conveyed to Celina Partners, LTD in Volume 4516 Page 1563 of the Official Public Records of Collin County, Texas, and being all of a called 93.492 acre tract as conveyed to Celina Partners, LTD in Volume 4817, Page 2629 of the Official Public Records of Collin County, Texas, and also being all of the called 76.551 acre tract as conveyed to Legacy Equestrian Center, LLC in County Clerk No. 20191115001458430 of the Official Public Records of Collin County, Texas, and being all of a called 265.679 acre tract conveyed to The O'Donnell Sterling Deason Trust, as recorded in County Clerks No. 20190213000153000, Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING in County Road 128 at a Mag Nail found for the southeast corner of the called 76.551 acre tract, and said Mag Nail being the northeast corner of a called 2.0637 acre tract as conveyed to Ojilvia and Porfirio Paulino in Volume 5674, Page 3250 of the Official Public Records of Collin County, Texas;

THENCE S 89°27'50" W with County Road 130 a distance of 1650.06' to a Mag Nail found for corner;

THENCE N 06°51'11" E a distance of 117.38' to a point for corner in the center of Long Branch Creek;

THENCE N 39°16'40" E a distance of 364.43' to a point for corner in the center of Long Branch Creek;

THENCE N 04°35'03" W a distance of 282.14' to a point for corner in the center of Long Branch Creek;

THENCE N 12°57'07" E a distance of 87.53' to a point for corner in the center of Long Branch Creek;

THENCE S 56°55'38" E a distance of 80.32' to a point for corner in the center of Long Branch Creek;

THENCE N 11°05'38" W a distance of 293.00' to a point for corner in the center of Long Branch Creek;

THENCE N 42°35'38" W departing from the center of Long Branch Creek a distance of 948.00' to a capped 1/2" iron rod stamped "4613" found for corner;

THENCE N 16°19'21" W a distance of 169.11' to a capped 1/2" iron rod stamped "4613" found for corner in the south line of a called 265.679 acre tract as conveyed to The O'Donnell Sterling Deason Trust in County Clerk No. 20190213000153000 of the Official Public Records of Collin County, Texas;

THENCE N 89°03'00" W following County Road No. 132 and the south line of said 265.679 acre tract a distance of 639.45' to a 1/2" iron rod found for corner;

THENCE S 00°08'30" E following County Road No. 132 a distance of 1884.04' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner in County Road 130;

THENCE S 89°28'51" W following County Road No. 130 a distance of 1772.15' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE N 00°24'59" W a distance of 591.33' to a point for corner, said point being the southeast corner of a 6.10 acre tract conveyed to David and Kelly Simmonds as recorded in County Clerks No. 20201207002188930, Land Records of Collin County, Texas;

THENCE N 00°57'35" W following the east line of said 6.10 acre tract a distance of 542.42' to a 1/2" iron rod found for corner at the northeast corner of said 6.10 acre tract and being the southeast corner of a called 9.943 acre tract conveyed to Daniel & Misty Simons as recorded in County Clerks No. 20070816001143760, Land Records of Collin County, Texas;

THENCE N 00°29'51" W following the east line of said 9.943 acre tract a distance of 550.18' to a 5/8" iron rod found for corner at the northeast corner of said 9.943 acre tract and also being the southeast corner of a called Tract 3 as conveyed to Joe & Janice Stalling as recorded in County Clerks No. 93-0075959, Land Records of Collin County, Texas;

THENCE N 00°38'01" E following the east line of said Tract 3 a distance of 247.35' to a 1" iron pipe found for corner;

THENCE N 00°21'11" W following the west line of said 265.679 acre tract and the east line of said Tract 3 a distance of 352.84' to a 1/2" iron rod found for corner at the northeast corner of said Tract 3. said iron rod being at the ell corner of said 265.679 acre tract;

THENCE S 89°26'15" W following the North line of Tract 3 and 1 of said Stalling's tract a distance of 798.39' to a 1/2" iron rod found for corner being the northwest corner of said Tract 1, said iron rod being in the east line of a called 26.781 acre tract conveyed to Alfredo and Maria Rangel as recorded in County Clerks No. 95-0076857, Land Records of Collin County, Texas;

THENCE N 01°12'20" E following the east line of said 26.781 acres tract a distance of 946.86' to a point for corner;

THENCE N 00°32'47" E following the east line of said 26.781 acres tract a distance of 115.03' to a 1/2" iron rod found for corner at the northeast corner of said 26.781 acres tract and said iron rod being at the southeast corner of said called 21.335 acre tract;

THENCE S 89°40'54" W following the north line of said 26.781 acres tract a distance of 159.40' to a point;

THENCE N 57°15'30" W following the north line of said 26.781 acres tract a distance of 62.20' to a point;

THENCE N 85°53'33" W following the north line of said 26.781 acres tract a distance of 606.55' to the northwest corner of said 26.781 acres and the southwest corner said 21.335 acre tract;

THENCE N 00°20'26" E a distance of 1099.94' to a 1/2" iron rod with yellow plastic cap stamped 11461311 found for corner in the south line of said DC Ranch, Phase 2 Addition;

THENCE N 89°15'47" E following the south line of said DC Ranch, Phase 2 Addition a distance of 813.44' to a 1/2" iron pipe found for corner in the north line of said 265.679 acre tract, said iron pipe also being at the southeast corner of the DC Ranch, Phase 2 Addition as recorded in Volume 2015, Page 686, Land Records of Collin County, Texas;

THENCE S 80°03'38" E following the north line of said 265.679 acre tract a distance of 3266.08' to a 1/2" iron rod with yellow plastic cap stamped 11461311 found for corner in the west shoulder of County Road No. 132, said iron rod being in the west line of said called 93.492 acre tract;

THENCE N 00°26'31" W with the west line of said called 93.492 acre tract a distance of 23.80' to a capped 1/2" iron rod stamped "4613" found for corner;

THENCE N 86°37'27" E a distance of 30.04' to a point for corner at the northwest corner of a tract conveyed to Collin County as recorded in C.C. No. 20120830001083660, L.R.C.C.T.;

THENCE S 00°27'17" E following the west line of said Collin County tract a distance of 114.67' to a point for corner at the southwest of said Collin County Tract;

THENCE N 89°32'43" E following the south line of said Collin County tract a distance of 13.75' to a point for corner at the southeast of said Collin County tract;

THENCE N 03°37'26" E following the east line of said Collin County tract a distance of 85.85' to a point for corner;

THENCE N 30°42'10" E following the east line of said Collin County tract a distance of 36.23' to a point for corner at the northeast of said Collin County tract;

THENCE N 86°38'14" E a distance of 713.57' to a capped 1/2" iron rod stamped "4613" found for the southeast corner of a called 15.163 acre tract of land as conveyed to Marlyn Donette Reardon, and Michael Darrell Reardon in County Clerk No. 20201117002043000 of the Official Public Records of Collin County, Texas;

THENCE N 00°16'07" W a distance of 1511.79' to a capped 1/2" iron rod stamped "4613" found for corner in the south line of a called 18.886 acre tract as conveyed to the City of Celina in County Clerk No. 20191114001447680 of the Official Public Records of Collin County, Texas;

THENCE N 89°57'50" E passing the southeast corner of said 1.886 acre tract, same being the southwest corner of a called 9.831 acre tract conveyed to Michael Herbert as recorded in County Clerks No. 20121026001367720, of the Official Public Records of Collin County, Texas, and continuing in all a distance of 1141.58' to a capped 1/2" iron rod stamped "4613" found for the southeast corner of a called 9.813 acre tract;

THENCE N 00°20'24" W a distance of 203.83' to a 3/8" iron rod found for the southwest corner of a called 22.000 acre tract as conveyed to Malcolm Lillard in Document No. 94- 0029596 of the Official Public Records of Collin County, Texas;

THENCE N 89°07'38" E a distance of 2671.78' to a 1/2" iron rod found for corner in County Road 133 and said iron rod being in the west line of a called 28.104 acre tract of land as conveyed to Cyndee V. and Billy J. Herrin in County Clerk No. 20150302000217660 of the Official Public Records of Collin County, Texas;

THENCE S 01°08'15" E with County Road 133 a distance of 1213.14' to a 1/2" iron rod found for the corner in the intersection of County Road 133 and County Road 131, and said iron rod being the southwest corner of a called 5.490 acre tract of land as conveyed to Martha and Raul

Guerreo in County Clerk No. 20150630000793520 of the Official Public Records of Collin County, Texas and said iron rod also being the northwest corner of a called 81.260 acre tract of land as conveyed to the Ingalls Trust in County Clerk No. 20180209000167270 of the Official Public Records of Collin County, Texas;

THENCE S 01°26'09" E a distance of 1517.28' to a point for corner in a soil conservation lake;

THENCE N 79°31'03" W a distance of 434.42' to a point for corner in a soil conservation lake;

THENCE S 78°44'51" W a distance of 597.70' to a point for corner in a soil conservation lake;

THENCE N 81°53'09" W a distance of 271.40' to a point for corner in a soil conservation lake;

THENCE S 51°09'51" W a distance of 170.70' to a point for corner in a soil conservation lake;

THENCE N 82°57'56" W a distance of 682.32' to a point for corner in a soil conservation lake;

THENCE S 40°48'25" W a distance of 345.84' to a point for corner in a soil conservation lake;

THENCE S 57°30'53" W a distance of 110.54' to a point for corner in a soil conservation lake;

THENCE S 74°52'42" W a distance of 184.74' to a point for corner in the center line of Long Branch Creek;

THENCE S 28°21'34" W with the center line of the creek a distance of 128.12' to a point for corner;

THENCE S 01°36'54" E departing the center of Long Branch Creek a distance of 2517.92' to the **POINT OF BEGINNING**, and containing 27,903,427 square feet or 640.575 acres of land, more or less.



Life Connected.

EDC
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Alexis Jackson, Director of Celina EDC
CC: Karla Stovall, Interim City Manager
Date: September 12, 2023
Re: Amended and Restated Bylaws of the Celina Economic Development Corporation

Action Requested:

Consider and act on a Resolution approving Amended and Restated Bylaws of the Celina Economic Development Corporation. (Jackson)

Background Information:

Periodically, it becomes essential to revisit and update our organization's bylaws to ensure they remain in harmony with contemporary economic development practices and comply with the latest state laws. In this spirit of ongoing improvement and legal compliance, we are pleased to present the proposed changes for careful review and consideration. These revisions aim to enhance the clarity, effectiveness, and relevance of our bylaws in light of the evolving landscape of our industry and the ever-changing regulatory environment.

Legal Review:

The Board approved the proposed changes at the September 5, 2023 regular board meeting. The EDC attorney has prepared the attached documents.

Supporting Documents:

None

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.



Life Connected.

EDC
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Alexis Jackson, Director of Celina EDC
CC: Karla Stovall, Interim City Manager
Date: September 12, 2023
Re: Amended and Restated Articles of Incorporation of the Celina Economic Development Corporation

Action Requested:

Consider and act on a Resolution approving an amendment to the Amended and Restated Articles of Incorporation of the Celina Economic Development Corporation. (Jackson)

Background Information:

To transition from the EDC's current 5-member board to a 7-member board, amending the Articles of Incorporation is necessary. This strategic decision reflects our commitment to expanding our board's diversity, expertise, and capacity to meet the evolving needs of our organization and community. By increasing our board size, we aim to enhance our governance structure, broaden our perspectives, and strengthen our ability to make informed decisions.

This change in board size is a significant milestone in our organization's growth and development. It underscores our dedication to effective leadership and responsiveness to the challenges and opportunities that lie ahead. We understand that this process requires careful consideration and legal compliance, and we are committed to navigating it diligently and transparently.

Legal Review:

The City and EDC attorneys have prepared the proposed changes.

Supporting Documents:

None

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.



Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ogi Colakovic, GIS Director
CC: Dustin McAfee, Executive Director of Development Services
Date: September 12, 2023
Re: Refreshment Zone Map Update

Action Requested:

Consider and act upon an Ordinance amending the City's Code of Ordinances, Chapter 8: Offenses and Nuisances, Article 8.09 Alcoholic Beverages, Division 2. Sale of Alcoholic Beverages, and Division 3. Unlawful Acts, to update the Refreshment Zone map. (McAfee)

Background Information:

The request is to expand the Refreshment Zone to incorporate two new Celina businesses: Granny's Sweeties and The Wick. Please see the attachments for additional information.

Legal Review:

N/A

Supporting Documents:

1. Staff Presentation
2. Draft Ordinance

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.

REFRESHMENT ZONE

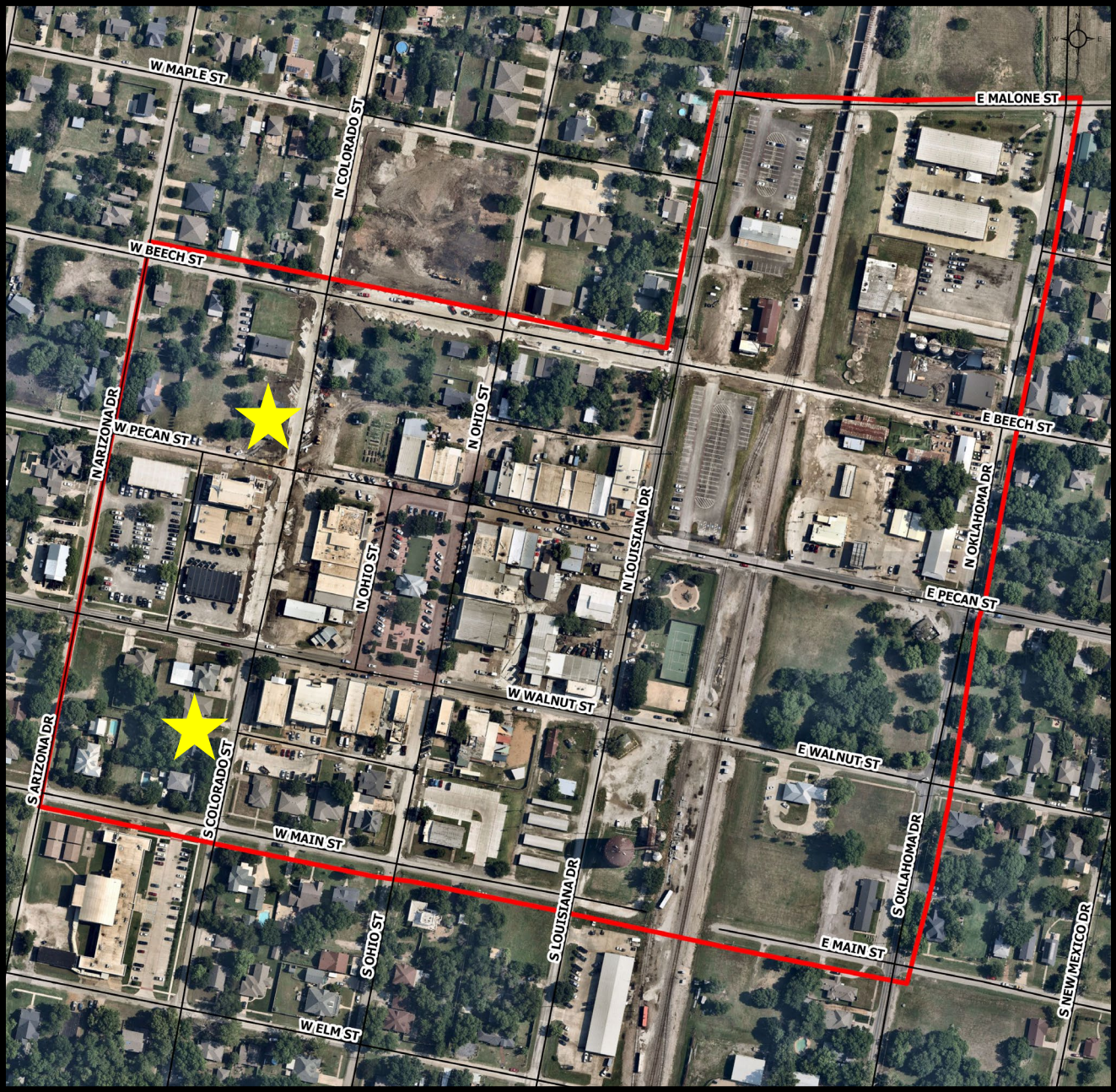
MAP UPDATE

City Council
September 12, 2023



BACKGROUND

- Alcohol regulations can be found in both Chapter 8.09 (Alcoholic Beverages) and Chapter 14 (Zoning) of the City of Celina Code of Ordinances
- In 2020, the City adopted the “Refreshment Zone”, where public consumption and open container would be permitted for pedestrians, and distance separation requirements do not apply
- Two (2) new establishments are opening (Granny’s Sweeties & The Wick)



REFRESHMENT ZONE

- Entertainment was among the 4 key themes of the Downtown Master Plan (2019)
- Several tourist destinations, such as the River Walk and Fredericksburg, allow for open container
- The rationale is to promote experiential opportunities for visitors and participating merchants
- Criminal laws still apply (public intoxication, disturbance of peace, etc.)

DISTANCE SEPARATION

- State law allows a city to enact separation requirements between sale of alcohol beverages and certain protected land uses
- Celina restricts liquor stores and bars to the maximum separation distance allowed by State law from schools, churches, day cares, & hospitals
- Neither The Wick nor Granny's Sweeties are classified as a bar or liquor store; therefore, no distance separation regulations apply

REVISIONS OVERVIEW

- Update the Refreshment Zone map to geographically include Granny's Sweeties and The Wick

NEXT STEPS

- Staff recommends approval and is available to answer any questions

CITY OF CELINA, TEXAS

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 8, OFFENSES AND NUISANCES; ARTICLE 8.09 ALCOHOLIC BEVERAGES; SECTION 8.09.032 SALE NEAR CHURCH, SCHOOL, HOSPITAL, DAY CARE CENTER OR CHILD CARE FACILITY AND 8.09.061 CONSUMPTION OF ALCOHOLIC BEVERAGE IN PUBLIC PLACE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; 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 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 City Council has determined that certain provisions regarding alcoholic beverage offenses and nuisances are in the best interest of the City; and

WHEREAS, after due deliberation and consideration, the City Council has determined that the amendments set forth herein should be adopted.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

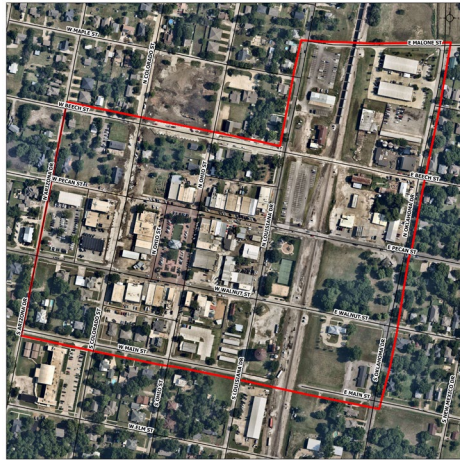
SECTION 3

AMENDMENT

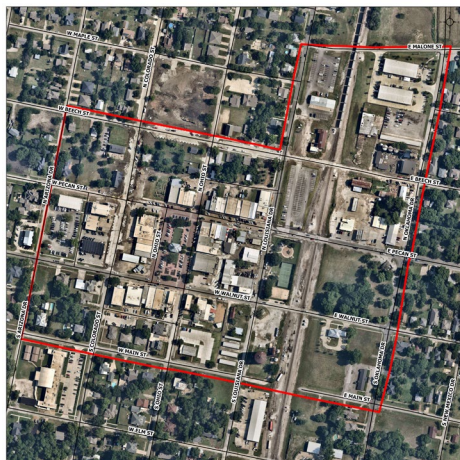
3.01 That the City Code of Ordinances, Chapter 8, Offenses and Nuisances, Article 8.09 Alcoholic Beverages, Section 8.09.032 Sale Near Church, School, Hospital, Day-Care Center or Child-Care Facility subsection (i) is hereby amended to read as follows:

“(i) This section does not apply to either:

- (a) a place of business where alcoholic beverages are sold located with a postal address within the area depicted on the map indicated below:



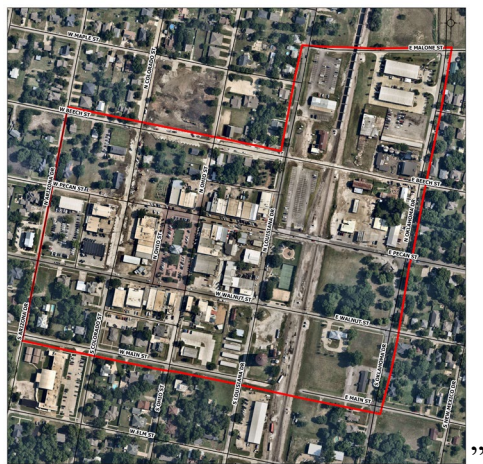
- (b) an event sponsored by the City;
- (c) an event for which the City is a partner; or
- (d) a sale within a designated City park.
- (e) a sale within the Downtown & Entertainment District, as depicted on the map indicated below:



3.02 That the City Code of Ordinances, Chapter 8, Offenses and Nuisances, Article 8.09 Alcoholic Beverages, Section 8.09.061 Consumption of alcoholic beverage in public place subsection (a) Prohibited; Enforcement is hereby amended to read as follows:

“(a) Prohibited; Enforcement.

- (1) It shall be unlawful for any person to consume any alcoholic beverage on any public street or alley in the city except during special events the City sponsors, organizes, or is a partner.
- (2) It shall be unlawful for any person to consume any alcoholic beverage on any public place adjacent to any street or alley in the city except during special events the City sponsors, organizes, or is a partner.
- (3) It shall be unlawful for any person to consume any alcoholic beverage in a city park except during special events the City sponsors, organizes, or is a partner.
- (4) Subsection (a)(1-2) shall not apply in those areas depicted below unless such consumption is prohibited by applicable state law.



3.04 All other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

SECTION 4

CUMULATIVE REPEALER

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

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

SECTION 5 **SAVINGS**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of this provision of any other ordinance affecting the City's Code of Ordinances, "Chapter 8: Offenses and Nuisances" 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 maybe prosecuted until final disposition by the court.

SECTION 6 **SEVERABILITY**

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or 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 7 **PUBLICATION**

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 8 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 9 **EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this the 12th day of September, 2023.

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Lauren Vaughns, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

Passed and Adopted this 12th day of September, 2023.



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Anthony Satarino, Strategic Services Director
CC: Karla Stovall, Interim City Manager
Date: September 12, 2023
Re: Amendment to the Fine Arts Board Creation Ordinance

Action Requested:

Consider and act upon a Resolution amending the Fine Arts Board Creation Ordinance to update the Board's name. (Satarino)

Background Information:

Staff is recommending renaming the Celina Fine Arts Board to the Celina Arts and Culture Board. The term "Fine Arts" has the tendency to exclude arts and culture initiatives if those initiatives are not perceived "fine." By renaming the board to the Arts and Culture Board, it signifies to the community that Celina is encouraging all types of arts and culture programming. This was further supported in the Arts and Culture Master Plan recommendations.

Legal Review:

N/A

Supporting Documents:

1. Arts and Culture Board Resolution 2023

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO. 2023-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2020-13 TO RENAME THE FINE ARTS BOARD TO THE ARTS AND CULTURE BOARD, THE CITY CODE OF ORDINANCES CHAPTER 1 GENERAL PROVISIONS, ARTICLE 1.04 BOARDS, COMMISSIONS AND COMMITTEES TO ADD A NEW DIVISION 6 TO BE ENTITLED CELINA ARTS AND CULTURE BOARD AND PUBLIC ART PROGRAM; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; 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 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 City has established and codified rules and purposes for certain advisory boards and commissions; and

WHEREAS, such boards and commissions assist the City Council in establishing programs, policies and rules in the furtherance of the City's governmental functions; and

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

SECTION 1
INCORPORATION OF PREMESIS

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT**

3.01 That the City Code of Ordinances, Chapter 1, General Provisions, Article 1.04 Boards, Commissions, and Committees shall be amended to include a new Division 6 to be entitled Celina Arts and Culture Board and Public Art Program which shall read as follows:

“Division 6. Arts and Culture Board and Public Art Program

Sec. 1.04.139 Creation of the public art program

- (a) Creation. The public art program is hereby established to, among other things, advise and make recommendations to public art program staff and city council regarding the Celina Public Art Program. This includes promoting and encouraging public and private art programs, articulating the history, values, and vision of the community by enhancing the aesthetics of the City of Celina’s civic infrastructure, commissioning artwork, and creating hands-on encounters with art, and promoting tourism and economic vitality through public spaces in Celina.
- (b) Definitions. For the purposes of this program the following terms, phrases, words, and their derivation shall have the meaning given herein:
 - (1) Artist: A professional practitioner in the arts, generally recognized by his or her peers as possessing serious intent and ability. For commissioning purposes, an artist cannot be a City employee, a member of the public art board, a relevant artist selection panel, an official of the City including any member of any other board or commission, family member of the selection committee, or a member of the prime consultant's firm or team.
 - (2) Art or artwork: works in any permanent medium, combination of media, and performance art produced by a professional practitioner in the arts.
 - (3) Board: the Arts and Culture Board of the City of Celina, Texas.
 - (4) Board member: the members of the Arts and Culture Board, excluding the City Manager or designated staff who shall serve as an ex-officio member of the board.
 - (5) Capital improvement project or CIP: projects that are funded by the City of Celina.

- (6) Capital project fund: funds used for the acquisition of fixed assets or construction of major capital projects not being financed by proprietary or nonexpendable trust funds.
- (7) City Manager: the City Manager of the City of Celina, Texas, or his/her designee.
- (8) Celina: the City of Celina, Texas.
- (9) Celina public art collection: all works of art owned or curated for display by the City of Celina, Texas.
- (10) Decommission: process by which the City removes an artwork from its collection.
- (11) Percent for art: A public art funding mechanism in which a certain percent (of capital project funds) are set aside for the commissioning of public art.
- (12) Public art: Temporary or permanent elements of a public space that are designed by an artist or artist team, that reflect an awareness of and enrich the site, and whose selection and/or creation generally involves the community.
- (13) Public artwork plan: the annual work plan developed by staff in conjunction with the public art board, detailing the public art projects and funding levels recommended for the upcoming year. The public artwork plan shall be submitted to city council for approval as part of the annual budget.
- (14) Arts & Culture Master Plan or Plan: the Arts & Culture Master Plan of the City of Celina, Texas, as it exists or may be amended. The Arts & Culture Master Plan shall provide a strategy and vision for the systematic selection of pieces of art and locations of art to be included in public spaces.
- (15) Public art program: the public art program of the City of Celina, Texas continued by this division.

Sec. 1.04.140 Powers and duties

- (a) The Arts and Culture Board shall act principally in an advisory capacity to Celina staff and the City Council in any matter pertaining to art.
- (b) The Arts and Culture Board shall approve and assist in execution of, among other things, the Arts & Culture Master Plan, CIP public art locations; artist selection juries and process; commission and placement of artworks; curation of performance art, and maintenance and removal of artworks.

- (c) Encourage private developers to commission public art as part of development projects and guide them, when requested, in the selection of artwork for their facilities.
 - (d) Identify collaborations and sources of funds.
 - (e) Develop programs designed to inform and engage the citizens of Celina in arts and culture.
 - (f) The Arts and Culture Board shall have any other power and/or duty as prescribed and authorized by the City Council.
- (1) To accomplish these responsibilities, the board may establish ad-hoc subcommittees to work on special projects or to further investigate specific issues.

Sec. 1.04.141 Number of members/appointment/terms

- (a) The members of the board shall consist of seven (7) members, to be appointed by the city council for a term of two (2) years. Terms are staggered, with three (3) members initially appointed for a term of one (1) year. In addition to the seven (7) board members, the city manager, or his/her designee, shall serve as an ex officio member of the board, but shall have no right to vote on any matter before the board.

Sec. 1.04.142 Qualifications

- (a) Each board member shall be a qualified voter and resident of Celina and shall not be an employee of Celina. Each board member shall have any other qualification(s) as the City Council deems necessary and appropriate.

Sec. 1.04.143 Staffing

- (a) The city manager, or designee, shall serve as coordinator of and support to the board.

Sec. 1.04.144 Meetings

- (a) The board shall meet as often as necessary to fulfill its duties, providing adequate public notice of same, but should generally not meet more than once a month. All stated meetings will be open to the public, and will establish the date, time, and place of its meetings.

Sec. 1.04.145 Quorum and voting

- (a) Four (4) board members shall constitute a quorum of the board for the purpose of conducting its business, exercising its powers, and for all other purposes. No action of the Arts and Culture Board shall be valid or binding unless adopted by the affirmative vote of a majority of those board members present and voting.

Sec. 1.04.146 Officers

- (a) The board shall have a chair and vice-chair whose terms shall be one (1) year. The chair and vice-chair shall be elected by the Arts and Culture Board Members annually. The chairperson shall preside over meetings and shall be entitled to vote upon each issue. The vice-chair shall assist the chair in directing the affairs of the Arts and Culture Board. In the absence of the chair, the vice-chair shall assume all duties of the chair.

Sec. 1.04.147 Public art projects funding

The public art projects and programs shall be funded through a variety of methods.

- (a) Percent for art. Funding for the public art program shall be accomplished by annually designating up to one and a half (1.5%) percent of CIP funding for the acquisition of public art, which may be derived from Celina's Capital Project Fund. The allocation shall be calculated based on the total construction costs, excluding all costs for demolition and real property acquisition for any given CIP. The allocation required by this subsection shall not be made for capital improvement projects located outside Celina city limits. All capital improvement projects qualify except the following: regular road maintenance, underground infrastructure, and underground utility projects with no above-ground components other than roads. Capital improvement projects with underground infrastructure, including utility projects, should be included only when there are visual elements of the project above ground and the total budget of the capital improvement project shall not include all underground components.

- (1) Uses of project funds. Allocation of Percentage for art and other designated art project funds may only be used for:

- a. Artist fees and artist travel and expenses that are related to the city's purchase of an art fixed asset as stipulated in a contract with the artist;
- b. Artwork fabrication, storage, and installation per contract;
- c. Acquisition of existing works of art;
- d. Required permits and insurance during the fabrication and installation of the artwork per contract;
- e. Documentation and interpretive plaques; and
- f. Project consultants and contracted services

- (2) Invalid uses of project funds. Percent for art and other designated art project funds may not be used for:

- a. Mass produced work, with the exception of limited editions controlled by the artist;
- b. Artwork not produced or designed by a public art board -recommended artist;
- c. Professional graphics, unless designed or executed by an artist or used in the development of collateral material for the public art program;
- d. Routine maintenance of Arts and Culture Board projects;

- e. Purchase of existing works of art outside of the selection process; and
 - f. Bond funds shall not be used for operating and maintenance related expenses; and
 - g. Any art or programming that the City Council has deemed to violate community values and standards.
- (b) Grants or donations. Grants or donations received by the City for commissioning public art, both permanent and temporary, should be used in accordance with the restrictions specified or required in association with the grant or donation.
 - (c) Other sources. Funding for the public art program may be derived from other sources and should be used in accordance with restrictions specified or required in association with those funds.
 - (d) Appropriations for art shall be made through the approval of the Arts and Culture annual plan as submitted in the annual budget. This annual plan will show the funding from that year's CIP and identify appropriate projects to be pursued for the upcoming year, along with recommended funding levels by project. Any funds not expended at the conclusion of the fiscal year will rollover into the following fiscal year.

Sec. 1.04.148 Art project accounts

- (a) All monies appropriated for the City of Celina Public Art Program will be maintained in separate art project accounts. Art Project sources not expended at the conclusion of the fiscal year will roll over into the following fiscal year. The City may also utilize art projects to accept gifts, grants, contributions, and donations made to arts and culture programming.
- (b) The Cultural Affairs support staff will prepare an annual budget, for review and recommendation by the Arts and Culture Board, in support of the public artwork plan that will allocate funds for the planned public art projects and related programming. No recommendation of the Arts and Culture Board may preclude changes to the city's annual budget submitted to the City Council."

SECTION 4
CUMULATIVE REPEALER

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

SECTION 5
SAVINGS

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of this provision of any other ordinance affecting boards and commissions 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 maybe prosecuted until final disposition by the court.

SECTION 6
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or 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 7
PUBLICATION

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 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Celina Council of the City of Celina, Texas this the 12 day of September, 2023.

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

City Attorney
City of Celina, Texas



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kimberly Brawner, Assistant City Manager
Date: September 12, 2023
Re: School Zone Speed Limit Update

Action Requested:

Consider and act upon an amendment to Exhibit A of Ordinance 2022-29 to modify the addition of school zones for the Prosper ISD and Celina ISD. (Glasgow)

Background Information:

In July 2020, the City of Celina created Ordinance 2000-45 to establish reduced speed school zones. In April 2022, the City of Celina amended Ordinance 2022-29 to add school zones for Celina ISD elementary and middle schools located at Louisiana Dr (BUS 289) and G.A. Moore Pkwy (CR 99).

Prosper ISD added two new elementary schools located in Sutton Fields and Lilyana neighborhoods. The school zones for these campuses are on Ballenger Road, Crutchfield Road, Coit Road (CR 83), Daisy Corner Drive and Marigold Lane. Celina ISD will add school zones for their new elementary school located at Huddleston Drive and Coventry Drive; therefore, the Ordinance is being modified to include the new school zones.

Legal Review:

Legal reviewed and approved ordinance in 2020. The only modification is the addition of new school zones.

Supporting Documents:

1. Amended School Zones_Speed Limits 08312023

Financial Consideration:

N/A

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CELINA CODE OF ORDINANCES, CHAPTER 12: TRAFFIC AND VEHICLES, ARTICLE 12:03: OPERATION OF VEHICLES, DIVISION 2: TRAFFIC SCHEDULES, SECTION 12.03.057 SPEED LIMITS TO ADD SCHOOL ZONE LOCATIONS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING FOR AN IMMEDIATE 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, Section 541.302(13) of the Texas Transportation Code defines a "school crossing zone" as a reduced speed zone designated on a street by a local authority to facilitate safe crossing of the street by children going to or leaving a public or private elementary or secondary school during the time the reduced speed limit applies; and

WHEREAS, due to new school construction the City Council hereby finds it necessary to provide for additional school zones within the City.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
AMENDMENT

3.01 That the Celina Code of Ordinances, Chapter 12: Traffic and Vehicles; Article 12.03: Operation of Vehicles; Division 2: Traffic Schedules; is hereby amended to read as follows:

Exhibit A
Sec. 12.03.051 (a) School Zones

SCHOOL NAME	STREET NAME	DESCRIPTION	SCHOOL ZONE TIMES	SPEED	STATUS
Celina ISD					
Lykins Primary	Malone St	Malone St from Texas Dr to SH 289	7:10 AM to 8:10 AM	20 mph	Existing
	Texas Drive	Texas Dr from Maple St to Malone St	2:45 PM to 3:30 PM		
Celina Sixth Grade & Celina Junior High	Pecan St	From Preston Rd (SH 289) to New Mexico Dr	7:05 AM to 8:05 AM 3:15 PM to 4:15 PM	20 mph	Existing
Celina Elementary	Sunset Blvd	From 250 ft west of Tolleson Dr to S Utah Dr	7:10 AM to 8:00 AM	20 mph	Existing
	S Arizona Dr	From W Ash Street to W Cedar Street			
	S Georgia Dr	From W Ash Street to W Cedar Street			
	W Cedar St	From S. Arizona Dr to S. Utah Dr			
	S Utah Dr	From Ash St to Sunset Blvd			
	Coventry Drive	From 60 ft south Carisbrooke Street to 70 ft east of Ravens Circle	2:45 PM to 3:30 PM	35 mph	New
	Huddleston Drive	From 300 ft north Coventry Drive to Carisbrooke Street			New
	G.A. Moore Pkwy (CR 99)	From 1654 ft east of the intersection of G.A. Moore Pkwy (CR 99) and Louisiana Dr (BUS 289)			Existing
	N Louisiana Dr (BUS 289)	From 400 ft south of G.A. Moore Pkwy (CR 99) to 1600 ft north of G.A. Moore Pkwy (CR 99)			
Celina Middle School	G.A. Moore Pkwy (CR 99)	From 1654 ft east of the intersection of G.A. Moore Pkwy (CR 99) and Louisiana Dr (BUS 289)	7:50 AM to 8:40 AM	20 mph	Existing
	N Louisiana Dr (BUS 289)	From 400 ft south of G.A. Moore Pkwy (CR 99) to 1600 ft north of G.A. Moore Pkwy (CR 99)	3:30 PM to 4:30 PM	35 mph	
O'Dell Elementary	Punk Carter Pkwy	From 700 ft east of the intersection with Palomino Ln to Indigo Ln	7:10 AM to 8:10 AM	20 mph	Existing
	Monarch Ln	From Berry St to Field St	2:45 PM to 3:30 PM		
	Berry St	From Lawndale St to 100 east of Monarch Ln			
Prosper ISD					
Boyer Elementary	Bridgewater Blvd	From Frontier Pkwy to Montgomery Ln	7:15 AM to 8:00 AM 2:15 PM to 3:15 PM	20 mph	Existing
Light Farms	Cypress Creek Way	From Light Farms Way to Langley Drive	7:15 AM to 8:00 AM	20 mph	Existing
	Light Farms Way	From Cypress Creek Way to Wildrye Ridge	2:15 PM to 3:15 PM		
Sam Johnson	Water View Trail	From Carmel Road to 300 feet south of Roseland Pkwy	7:00 AM to 8:00 AM	20 mph	Existing
	Roseland Pkwy	From 1000 feet south of Waterview Trail to Waterview Trail	2:40 PM to 3:40 PM		
Lilyana Elementary	Coit Road (CR 83)	From 260 feet south of Marigold Lane to 265 feet north of Daisy Corner Drive	7:00 AM to 8:00 AM 2:40 PM to 3:40 PM	20 mph	New
	Daisy Corner Drive	From 60 feet east of Marigold Lane to Coit Road (CR 83)			
	Marigold Lane	From Coit Road (CR 83) to Daisy Corner Drive			
Dan Christie Elementary	Ballenger Road	From FM 1385 to Alcott Lane	7:00 AM to 8:00 AM	20 mph	New
	Crutchfield Road	From FM 1385 to 170 feet east of Boleyn Avenue	2:40 PM to 3:40 PM		

Exhibit B
Sec. 12.03.051 (b) Non-School Zones

STREET	LOCATION	SPECIAL PROVISIONS	SPEED LIMIT
		Locomotive, engine or railroad train or streetcar	25 mph
	Fire zone as follows: the north one-half of Blocks 5 and 16; the full Blocks 6 and 15; the south one-half of Blocks 7 and 14		20 mph
	Intersection of Texas Street and Maple Street heading north 0.700 mile and from the intersection of New Mexico on Mallone heading east to State Highway 289 exactly one mile of roadway running east and west in front of Celina Elementary School	One mile running east and west on Mallone Street from New Mexico to State Highway 289 between the hours of 7:30 a.m. to 8:30 a.m. and 2:30 p.m. to 3:45 p.m., Monday through Friday	20 mph
		One mile running east and west on Mallone Street from New Mexico to State Highway 289 at other times than listed immediately above	30 mph
		Starting at the intersection of Texas Street and Maple Street heading north 0.70 mile to Mallone Street during the hours of 7:30 a.m. to 8:30 a.m. and 2:30 p.m. to 3:45 p.m., Monday through Friday	20 mph
		Starting at the intersection of Texas Street and Maple Street heading north 0.70 mile to Mallone Street during times listed contrary to immediately above	30 mph

Andalusian Trail			25 mph
Appaloosa Lane			25 mph
Arabian Lane			25 mph
Breton Lane			25 mph
C.R. 56	From 250 feet west of the intersection with Tolleson Road to the intersection with Utah	Between the hours of 7:30 a.m. and 8:30 a.m. and between the hours of 2:30 p.m. and 4:00 p.m. on school days	20 mph
Connemara Court			25 mph
Connemara Trail			25 mph
Dartmoor Drive			25 mph
Equine Lane			25 mph
F.M. 428	Beginning at the point (Station 0+00) being at the intersection of F.M. 455; thence continuing along F.M. 428 in a southerly direction for a distance of 0.200 mile, approximately, the point being Station 10+56		45 mph
Farm Road Highway 455	Beginning at the point (Station 1+16) being the west city limits; thence in an easterly direction for a distance of 4.842 miles approximately		55 mph
	Continuing east in an easterly direction for a distance of 0.200 mile approximately		45 mph
	Continuing in an easterly direction for a distance of 1.044 miles approximately	When signed for school locations at specified times	30 mph
	Continuing in an easterly direction for a distance of 0.200 mile approximately		45 mph

	Continuing in an easterly direction for a distance of five miles approximately, the point (Station 298+21) being the east city limits		55 mph
Frontier Parkway	Westbound lanes, from its intersection with State Highway 289 westward to its intersection with the Burlington Northern Santa Fe Railway line (more particularly depicted in exhibit A attached to Ordinance 2009-18)		45 mph
	Westbound lanes, designated as "school zone" (more particularly depicted in exhibit A attached to Ordinance 2014-33)		20 mph
	Frontier Parkway between Dallas Parkway and Coleman Street		45 mph
Lipizzane Lane			25 mph
Loop Highway 483	Beginning at the point (Station 0+00) being at the intersection of S.H. 289 (North); thence continuing in a southerly direction for a distance of 2.356 miles approximately		55 mph
	Continuing in a southerly direction for a distance of 0.900 mile approximately	Continuing in a southerly direction for a distance of 0.900 mile approximately	40 mph

Loop Highway 483, cont'd.	Continuing in a southerly and easterly direction for a distance of 0.866 mile approximately, the point (Station 217+65) being the south city limits		30 mph
Lusitano Court			25 mph
Morgan Drive			25 mph
Mustang Trail			25 mph
Old Stables Drive			25 mph
Paddock Lane			25 mph
Palomino Lane			25 mph
Quarter Horse Lane			25 mph
Saddlebred Trail			25 mph
Shire Court			25 mph
Shire Lane			25 mph
Stallions Lane			25 mph
State Highway 289	Beginning at the northern city limits, thence continuing south along S.H. 289 for a distance of 2.301 miles		60 mph
	Continuing along S.H. 289 in a southerly direction for a distance of 2.586 miles		55 mph
	Continuing along S.H. 289 in a southerly direction for a distance of 0.583 mile		50 mph
	Continuing along S.H. 289 in a southerly direction for a distance of 0.357 mile		45 mph
	Continuing along S.H. 289 in a southerly direction for a distance of 0.458 mile		55 mph
State Highway 289, cont'd.	Continuing along S.H. 289 in a southerly direction, to the southern city limits, for a distance of 3.622 miles		60 mph
Tarpan Trail			25 mph
Tobiano Court			25 mph
Trakehner Trail			25 mph
Winchester Drive			25 mph

3.02 All other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

SECTION 4
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 the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5
SAVINGS CLAUSE

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

SECTION 6
PENALTY CLAUSE

Any person violating any of the provisions of this Ordinance shall be deemed guilty of a Class C misdemeanor upon conviction and shall be fined, except as otherwise provided herein, in a sum not to exceed five hundred dollars (\$500.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this _____ day of _____, 2023.

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

Julie Fort, City Attorney
City of Celina, Texas



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Anthony Satarino, Strategic Services Director
CC: Karla Stovall, Interim City Manager
Date: September 12, 2023
Re: KCB Board Membership

Action Requested:

Consider and act upon a Resolution amending the Keep Celina Beautiful Creation Ordinance modifying board membership. (Satarino)

Background Information:

City Council directed Staff to update the Keep Celina Beautiful Ordinance to allow for flexibility concerning Board membership. Staff has kept the combination of Board members the same (4 at-large, 1 member from the Parks and Recreation Board, 1 member from the Celina Area Heritage Association, and 1 member from the Celina Garden Club) unchanged; however, an additional provision has been added that allows City Council to modify the membership classifications as the time of board appointment.

Legal Review:

N/A

Supporting Documents:

1. Keep Celina Beautiful Orgination Ord REVISION

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval

**CITY OF CELINA, TEXAS
ORDINANCE 2023-**

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE NO. 2015-11 UPDATING BOARD MEMBERSHIP AND RENAMING THE BOARD, AMENDING THE CODE OF ORDINANCES, CHAPTER I, GENERAL PROVISIONS, ARTICLE 1.04: BOARDS, COMMISSIONS, AND COMMITTEES BY ADDING A NEW DIVISION 5 ESTABLISHING THE KEEP CELINABEAUTIFUL COMMISSION; SETTING OFFICERS; SETTING A NUMBER OF MEMBERS; ESTABLISHING POLICY; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; 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 City Council desires to establish a commission which shall be responsible for overseeing a program for volunteerism, beautification and environmentalism of the City of Celina; and

WHEREAS, the City Council finds that the adoption of this ordinance is in the interest of public health, safety, and welfare of the citizens of Celina.

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

**SECTION 1
INCORPORATION OF PREMISES**

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

**SECTION 2
FINDINGS**

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

SECTION 3 **AMENDMENTS**

3.01 That the Celina Code of Ordinances, Chapter 1: General Provisions; Article 1.04: Boards, Commissions and Committees is hereby amended by adding a new Division 5: Keep Celina Beautiful Board which shall read as follows:

“Division 5. Keep Celina Beautiful Board”

Section 1.04.113 Creation

A Keep Celina Beautiful (KCB) Board is hereby created with the vision to make Celina the cleanest, most beautiful City in the nation. The overall mission is to inspire and empower Celina residents to keep our community clean and beautiful. We focus our efforts in three major areas: volunteerism, beautification, and environmentalism. These efforts support the City’s commitment to living Life Connected and assisting the City Council in establishing policies and programs.

Section 1.04.114 Membership

- (a) The Board provided for herein shall be comprised of seven members to be nominated by and approved by the City Council.
- (b) Four of the seven members are at-large members residing in the City limits and shall be appointed by the City Council during the City’s annual appointment process.
 - i. Term: two members shall be appointed to a two-year term while the other two members will be appointed to a three-year term. Thereafter, the term of each board member shall be two-years. No Board member shall serve more than three consecutive terms, provided, however, that the Board member appointed to complete the term of another Board member shall, at the completion of such term, be eligible for appointment for another full term.
- (c) Three of the seven members shall be held by one representative from each of the following:
 - Celina Parks & Recreation Board;
 - Celina Area Heritage Association; and
 - Celina Garden Club.
 - i. These members will be individually nominated by the respective group in August of each year. The names will be submitted to City Council for consideration and approval.
 - ii. Term: Board members appointed from these groups shall serve a one-year term. No Board member shall serve more than three consecutive terms, provided, however, that the Board member appointed to complete the term of another Board member shall, at the completion of such term, be eligible for appointment for another full term.
- (d) At the time of annual appointment, City Council has the authority to change the membership of the Board to any combination of the above categories, provided that membership does not exceed seven total members.

Section 1.04.115 Executive Director

The ex-officio staff member shall be the custodian of all minutes and records of the commission.

Section 1.04.116 Quorum

Four members of the Board shall constitute a quorum for the conduct of business. The members of the Board shall regularly attend meetings and serve without compensation except for reimbursement of authorized expenses attendant to the performance of their duties.

Section 1.04.117 Chairperson and vice-chairperson

The Board shall hold an organizational meeting in October of each year and shall elect a Chairperson and Vice-Chairperson from among its members before proceeding to any other matters of business. The Board shall meet regularly and shall designate the time and place of its meetings.

Section 1.04.118 Meetings

The Board shall adopt its own rules of procedure and keep a record of its proceedings in accordance with the provisions of this ordinance and the Charter of the City of Celina. Newly-appointed members shall be installed at the first regular meeting after their appointment.

Each month a report shall be submitted to the City Council showing the cumulative attendance of each member with notation of members who have been absent from three (3) consecutive meetings.

Section 1.04.119 Duties and responsibilities

- (a) The Board shall recommend policies related to volunteerism, beautification, and environmentalism, so that all City activities might meet the vision and mission statements. The Board shall have the following responsibilities, but not limited to:
 - i. Volunteerism: To create and support meaningful community engagement and facilitate community partnerships through opportunities that enhance City services and encourage the community to live Life Connected.
 - Providing opportunities to have a stake in the beautification and integrity of the community.
 - Recognition of volunteers.
 - Educating and informing the public of the financial offset to taxpayers.
 - Continued engagement and support through the KCB board for volunteerism.
 - ii. Beautification: To establish and create key programs that encourage and promote opportunities to improve upon and preserve the natural and created environmental charm of the City.
 - Identify certification opportunities.
 - Maintain Scenic City Platinum Designation.
 - Coordination with the Arts & Culture Board to identify opportunities to procure and maintain public art infrastructure.

iii. Environmentalism: To establish and create key programs that encourage and promote opportunities to improve upon and preserve the natural and created environmental charm of the City. To promote environmentalism in the city, the Keep Celina Beautiful program will develop holistic initiatives to educate and motivate residents, City Staff, business owners, and the development community to appreciate the importance of ensuring Celina's natural beauty.

- Identify opportunities for City-wide waste reduction programs.
- Enhance tree reforestation fund & identify key projects.
- Identify framework for the water wise practices to residents.
- Increase awareness and implementation of recycling programs.
- Educating residents and developers of the economic benefits of environmental practices.

(b) To accomplish these responsibilities the Board shall establish subcommittees such as, but not limited to, the areas of business and industry, communications, education, finance/fundraising, and cleanup.

(c) A Board member will chair each subcommittee with an unspecified number of community volunteers chosen by the Board as working subcommittee members.

SECTION 6 **SEVERABILITY**

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or 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 7 **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 8 **EFFECTIVE DATE**

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Celina Council of the City of Celina, Texas
this the 12 day of September, 2023.

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

City Attorney
City of Celina, Texas

ORDINANCE NO. 2023 -



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, Interim City Manager
Date: September 12, 2023
Re: FY 23 Budget Amendment - September 12, 2023

Action Requested:

Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance 2022-113 which adopted and approved the budget for fiscal year beginning October 1, 2022 and ending September 30, 2023, and make appropriations for each department, project, and account, by adopting an amended 2022-2023 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

Background Information:

An FY 2023 budget amendment is requested for the FY 2022-2023 Operating Budget. The amendments included budget appropriations for the transfer of funds from the General Fund into the Stabilization Fund, Street Construction Fund, Technology Fund and Capital Acquisition Fund. Also included is a transfer of funds from the Water and Wastewater Fund into the Utility Construction Fund and the Vehicle and Equipment Replacement Fund. An increase in electronic costs for street lights due to the addition of new subdivisions and streets. A developer's reimbursement towards the cost of acquiring utility easements in new subdivisions.

Legal Review:

N/A

Supporting Documents:

1. 2022 - 113 Amend Budget ordinance September 12, 2023

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-xxx**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2022-113, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2022-2023 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 2022-2023, heretofore previously adopted by Ordinance 2022-113; 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:

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, 2023, heretofore previously adopted by Ordinance 2022-113 duly enacted by the City Council of the City of Celina on September 13, 2022, 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.

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 12th day of September 2023.

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

Meeting date: September 12, 2023
FY 2023 Budget Amendment Detail

Budget Change # _____			
Account #	Account Name	Description	Adjustment
205-400-000-4900	Transfer In	Transfer in From Water/Wastewater	(3,500,000)
213-400-000-4900	Transfer In	Transfer in From Water/Wastewater	(500,000)
202-123-000-7500	Transfer Out	Transfer to Infrastructure and VERF	4,000,000
127-400-000-4900	Transfer In	Stabilization Fund	(5,000,000)
106-400-000-4900	Transfer In	Street Maintenance Capital Funds	(2,500,000)
120-400-000-4900	Transfer In	Capital Acquisition Capital Funds	(2,700,000)
122-400-000-4900	Transfer In	Technology Capital Funds	(300,000)
102-104-000-7500	Transfer Out	Transfer to Capital Funds	10,500,000
205-400-000-4758	Reimbursement - Other	Easements	(57,404)
205-117-000-8506	ROW/Easements	Easements	57,404
102-31-3050	Fund Balance	Electric for Streetlights	(50,000)
102-111-000-6531	Street Lights	Electric for Streetlights	50,000



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kimberly Brawner, Assistant City Manager
Date: September 12, 2023
Re: Release of Road, Water and Wastewater Easements for Lilyana Ph 7 and CR 83 Construction

Action Requested:

Consider and act upon an Ordinance of the City of Celina, Texas, authorizing the future release of the 20-foot Water and Wastewater Easement and a Road Easement dedicated to the City of Celina/Collin County for the construction of a water line and County Road 84 (between CR 83 and Coit Road) - Lilyana Ph 7. (Glasgow)

Background Information:

Per the Hillwood South Development Agreement which was originally signed between the City of Celina and Celina Development, LLC in 2015 and amended in 2018 (Sections 5.04 (d) (e)). The City agreed to abandon and convey to the developer the portion of CR 84 between Coit Road and CR 83. Such abandonment is to occur at the time of the future east-west CR 83 (Ownsby Parkway) and following the City's annexation of the roadway segment to be abandoned.

The City also agreed to abandon and convey to the owner the portion of CR 83 along the western boundary of Lilyana Phase 7. Such abandonment shall occur at the time the future Coit Road is constructed and following the City's annexation of the roadway segment to be abandoned.

Legal Review:

The City Attorney has reviewed the Ordinance and found it acceptable.

Supporting Documents:

1. Wells South Development Agreement-FULLY EXECUTED
2. 21-094 Ordinance 20 foot wide Water and Wastewater Easement Abandonment
3. 21-094 Ordinance 30 foot wide Strip of land for Road Purposes Abandonment
4. 21-094 Ordinance Road Easement Abandonment
5. 5586978_110159028_docimage_actual

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

DEVELOPMENT AGREEMENT
(Wells South Tract)

This Development Agreement (this "Agreement") is made and entered into as of the 28th day of April, 2015 (the "Effective Date"), by and between THE CITY OF CELINA, TEXAS (the "City"), a home rule municipality located within Collin County, Texas, and THE GEORGE WHITE FAMILY LIMITED PARTNERSHIP, a Texas limited partnership (the "Owner") (the City and the Owner individually, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the City is a home rule municipal corporation duly organized and validly existing under the laws of the State of Texas located within Collin County, Texas;

WHEREAS, the Owner is a Texas limited partnership whose principal office is located within Dallas County, Texas;

WHEREAS, the Owner owns a tract of land in Collin County, Texas, containing approximately 400 acres, as more particularly described by metes and bounds in Exhibit A and depicted on Exhibit B attached hereto (the "Property");

WHEREAS, the Property is currently located wholly within the extraterritorial jurisdiction ("ETJ") of the City;

WHEREAS, the Parties intend for the Owner to assign this Agreement to Hillwood Enterprises, L.P., a Texas limited partnership, or other entity affiliated with Hillwood Enterprises, L.P. ("Hillwood") when such entity buys the Property;

WHEREAS, Hillwood submitted to the City on January 15, 2015 that certain original District Proposal and Development Agreement Application, which application described the plan for development of the Property and requested that the City enter into this Agreement obligating the Property to certain development conditions and fees in exchange for the City allowing the Owner to receive reimbursement for public improvements;

WHEREAS, an updated plan for development of the Property is attached as Exhibit C;

WHEREAS, pursuant to Chapter 791, Texas Government Code, the City entered into an interlocal agreement with Collin County pursuant to which the City has exclusive jurisdiction over subdivision regulation and platting within the City's ETJ and the design, construction, installation, and inspection of water, sanitary sewer, drainage, roads, and other roadway and utility infrastructure to be located upon the Property, and that Collin County shall have and exercise no jurisdiction over such matters;

WHEREAS, the Property is located within an area for which Certificate of Convenience and Necessity No. 12667 has been granted to the City for providing retail water service;

WHEREAS, the Property is located within no area for which a certificate of convenience and necessity has been granted to a retail sewer service provider;

WHEREAS, the Parties intend for the City to be the retail provider of water service and sewer service to the Property;

WHEREAS, Hillwood desires to proceed with development of the Property as a master planned community as shown on the concept plan attached hereto as **Exhibit C** (the "**Concept Plan**") and described on **Exhibit D** and **Exhibit E** attached hereto (the "**Development**"), which Development is anticipated to occur over a number of years in phases of various sizes;

WHEREAS, the Development will require certain road improvements located along CR-83, CR-84, and Frontier Parkway along the perimeter of the Property and where the Property is adjacent to the future Coit Road (as defined in Article V of this Agreement, the "**Road Improvements**");

WHEREAS, the Development will require certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and land for all of the onsite public improvements (collectively, the "**Onsite Public Improvements**");

WHEREAS, certain offsite public infrastructure necessary to bring water and sanitary sewer service and improve access to the Property, as further described in Sections 6.02 and 6.03 (collectively, the "**Offsite Public Improvements**") is needed to serve the Development;

WHEREAS, the Onsite Public Improvements, and the Offsite Public Improvements are not currently available to serve the Development;

WHEREAS, due to the location and other natural features of the Property, the cost of the Road Improvements, Onsite Public Improvements and Offsite Public Improvements (collectively, the "**Public Improvements**") does not allow for the Owner's intended Development in a cost-effective and market-competitive manner without participation by the City;

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City;

WHEREAS, such managed growth and voluntary annexation will drive infrastructure investment and job creation, both of which will, in turn, have a multiplier effect that increases both the City's tax base and utility revenues;

WHEREAS, the City has agreed to fund the construction of the Offsite Public Improvements to the perimeter of the Property at the locations shown on **Exhibit F** and **Exhibit G** and in a manner sufficient to provide adequate and continuous service to the Property for the proposed Development in accordance with the terms of Article VI;

WHEREAS, the Parties have determined that the financing of a portion of the costs of the Offsite Public Improvements can be achieved by means of Chapter 311, Texas Tax Code, as amended, entitled the Tax Increment Financing Act ("**TIF Act**"), as further described in Articles V and VII;

WHEREAS, the Parties have determined that the financing of all or a portion of the costs of the Public Improvements necessary for the development of the Property, can be achieved by means of Chapter 372, Texas Local Government Code, as amended, entitled the Public Improvement District Assessment Act ("PID Act"), as further described in Articles V and VII;

WHEREAS, the City intends to create a public improvement district for the purpose of financing the Public Improvements that confer a special benefit on the Property (the "PID");

WHEREAS, the Parties have determined that they have the authority to enter into this Agreement, including, but not limited to, the authority granted by Section 212.172, Texas Local Government Code, as amended;

WHEREAS, the City is agreeable to the Property being developed as a master planned community pursuant to this Agreement, which will remain in place for the term of this Agreement and be binding on subsequent purchasers of all or a portion of the Property as provided herein and by Section 212.172, Texas Local Government Code;

WHEREAS, the City supports the Concept Plan and will consider plats of all or a portion of the Property in general accordance with, among other things, such plan and this Agreement;

WHEREAS, the City and the Owner agree that the development of the Property can best proceed pursuant to a development agreement such as this Agreement;

WHEREAS, the City, on or before March 11, 2015, mailed notices to property owners within 200 feet of the Property notifying such owners that the City's Planning and Zoning Commission would consider Exhibit C and Exhibit D to this Agreement during their March 31, 2015, meeting;

WHEREAS, the City's Planning and Zoning Commission considered Exhibit C and Exhibit D to this Agreement during their March 31, 2015 meeting and recommended to the City Council that the development regulations contained therein be approved;

WHEREAS, it is the intent of this Agreement to establish certain legally binding restrictions and commitments to be imposed upon the Property; and the City, the Owner and Hillwood are proceeding in reliance on the enforceability of this Agreement;

WHEREAS, the Parties intend for this Agreement to terminate if Hillwood does not close on the purchase of the Property in accordance with the terms hereof, in which event the Parties also intend to dissolve the PID and release all PID assessments on the Property.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Owner hereby agree as follows:

ARTICLE I REPRESENTATIONS AND DEFINITIONS

1.01 Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement.

1.02 Authority. The City represents and warrants that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), and that the individual executing this Agreement on behalf of the City has been authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been authorized to do so. Hillwood represents and warrants that this Agreement has been approved by appropriate action of Hillwood, and that the individual executing this Agreement on behalf of Hillwood has been authorized to do so.

ARTICLE II PURPOSES, CONSIDERATION, AND TERM

2.01 Purposes. The Parties desire to enter into this Agreement to: extend the City's planning authority over the land by providing for a development plan under which certain general uses and development of the Property are authorized; authorize enforcement by the City of municipal land use and development regulations in the same manner the regulations are enforced within the City's boundaries; authorize enforcement by the City of certain land use and development regulations other than those that apply within the City's boundaries; and provide for infrastructure for the Property, including the Public Improvements. It is further the intent and purpose of the Parties to provide for the annexation of the Property and to provide for the terms of annexation; specify the uses and development of the Property before and after annexation; and include other lawful terms and consideration, including establishing the means of and terms for financing the Public Improvements by the City and the Owner.

2.02 Consideration. The covenants of, benefits to, and performances by, the Parties set forth in this Agreement, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

2.03 Term. This Agreement shall have a 30-year term starting on the Effective Date (the "Term"); provided, however, this Agreement shall be void ab initio and shall have no force or effect if, and only if, Hillwood does not purchase the Property within 180 days after the Effective Date. Nothing herein shall obligate Hillwood to purchase the Property. If Hillwood purchases the Property from the Owner, Hillwood shall also be defined as the "Owner" and as a "Party" for purposes of this Agreement.

ARTICLE III REGULATION OF DEVELOPMENT

3.01 Governing Regulations. Development of the Property shall be governed solely by the following:

(a) The Concept Plan attached as Exhibit C to this Agreement, as amended in accordance with the terms of this Agreement, as well as all future approved concept plans and site plans required for the development of Area F, as further described on Exhibit D (collectively, the "Required Concept Plans and Site Plans"). The Concept Plan attached as Exhibit C is a conceptual plan that illustrates how the Property could be developed with single family uses. The following information on the Concept Plan is informational only and subject to change by the Owner provided the changes meet the applicable requirements of the Development Regulations, the Subdivision Regulations, the Special Regulations, and the Engineering and Construction Standards (all as hereinafter defined): the lot layout, the location of different single family product types, the street layout, points of ingress and egress, and the location, size, shapes, and configuration of open space.

(b) The Planned Development Regulations for The Wells South Tract attached as Exhibit D to this Agreement (the "Development Regulations").

(c) The City's subdivision ordinance adopted by the City Council pursuant to Chapter 212 of the Texas Local Government Code (the "Subdivision Regulations"), as modified by the Special Regulations Exhibit E to this Agreement (the "Special Regulations").

(d) The City's building codes adopted by the City Council (the "Building Codes").

(e) The City's engineering and construction standards adopted by the City Council (the "Engineering and Construction Standards").

(f) The City's water and wastewater rules in Articles 13.03 and 13.04 of the City Code (the "Water and Wastewater Rules").

(g) The City's early model home policy, adopted by the City Council through the approval of Resolution No. 2015-13R adopted by the City Council on March 17, 2015 (the "Model Home Policy").

(h) Ordinance No. 2015-06 (the "Roadway Impact Fee Regulations").

(i) Article 10.02 of the City Code (the "Water and Sewer Impact Fee Regulations").

(j) The City's sign ordinance codified as Chapter 3, Article 3.07 of the City of Celina Code of Ordinances (the "Sign Ordinance").

(k) The Owner's final plats for portions of the Property that are approved, from time to time, by the City in accordance with this Agreement and the Subdivision Regulations (the "Approved Plats").

(l) The City's Code of Ordinances and all other City ordinances, as amended from time to time, that are generally applicable to all property within the City's corporate limits and that are not otherwise in conflict with this Agreement, including, but not limited to, Ordinance No. 2006-58 related to sex offender residency and ordinances imposing development fees that are not in conflict with Section 3.06. The City's Code of Ordinances and such other City ordinances shall collectively be referred to herein as the "City Ordinances."

The following shall hereinafter be referred to collectively as the "Governing Regulations": (i) the Concept Plan and the Required Concept Plans and Site Plans; (ii) the Development Regulations; (iii) the Subdivision Regulations; (iv) the Special Regulations; (v) the Building Codes; (vi) the Engineering and Construction Standards; (vii) the Water and Wastewater Rules; (viii) the Model Home Policy; (ix) the Water and Sewer Impact Fee Regulations, (x) the Roadway Impact Fee Regulations; (xi) the Sign Ordinance, (xii) the Approved Plats; and (xiii) the City Ordinances. The Governing Regulations are the exclusive development regulations, and no other ordinances, rules, regulations, standards, policies, orders, guidelines or other City-adopted or City-enforced requirements of any kind (including any moratorium adopted by the City after the Effective Date unless the City, in its reasonable discretion, determines that a moratorium applicable to the Property is an absolute necessity from a health and welfare standpoint and is applicable uniformly to at least the general vicinity of the Property) apply to the development of the Property with the exception of those regulations adopted to prevent the imminent destruction of property or injury of persons. Subject to the limitations set forth in Section 3.04, the Subdivision Regulations, Building Codes, Sign Ordinance, Engineering and Construction Standards, Water and Wastewater Rules, City Ordinances, Roadway Impact Fee Regulations, and Water and Sewer Impact Fee Regulations may be amended by the City from time to time during the Term of this Agreement and such amendments shall apply to the Property. The Governing Regulations and this Agreement shall continue to be applicable after annexation of the Property by the City. The Parties agree that the Concept Plan and Development Regulations constitute a "plan for development" as such term is used in Section 212.172, Texas Local Government Code.

Notwithstanding any other provisions of this Agreement, following annexation of the Property, the City may enforce any zoning ordinance adopted for the Property and the City's general zoning ordinance contained in Chapter 14 of the Code of Ordinances as currently existing or may be amended (together the "Zoning Regulations") against any End-Buyer of a fully developed and improved lot. The term "End-Buyer" means any owner, tenant, user, occupant, or homebuilder, but not a developer. The term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the deed records.

3.02 Concept Plan Revisions. The Concept Plan attached as Exhibit C (but not the total lot count) may be revised, from time to time, with only the approval of the City's staff, which approval shall not be unreasonably withheld, conditioned or delayed, if:

- (a) the revision is approved, in writing, by the owners of all the property within the tracts being revised;
- (b) the revision is approved, in writing, by the Owner;

- (c) a revised Concept Plan is submitted to the City's staff concurrently with the submission of any preliminary plat covering any portion of the property subject to the change;
- (d) the cumulative effect of all revisions does not change the net acreage within any tract by more than 10% (based on the tracts as they are shown on the Concept Plan); and
- (e) the maximum lot count of 1,351 single family living units in Areas A through E, as identified on the Concept Plan is not increased.

Nothing in this Section 3.02 shall eliminate the requirement for the Required Concept Plans and Site Plans for non-single family development within Area F to be approved in accordance with the Development Regulations, and this Section 3.02 shall not apply to such plans. City Council approval is required for all other revisions to the Concept Plan attached as Exhibit C. If the Concept Plan is revised as provided by this section, the revision shall be considered an amendment to this Agreement, and the City shall cause the revised Concept Plan to be attached to the official version of this Agreement on file in the Collin County deed records. After annexation of the Property into the corporate limits, this review standard for Concept Plan revisions will be incorporated into the PD zoning ordinance governing the Property.

3.03 Plat Extensions. If requested in writing by the Owner prior to the expiration date, any approved construction plat or construction drawings shall be automatically extended one time for one year. The City's staff shall provide the Owner written confirmation of such one-year extension upon receipt of the Owner's written request for such extension.

3.04 Impact of Revisions. Nothing in this Article III constitutes a waiver of the Owner's right to claim that a future adopted City ordinance: (A) does not apply to the Property based on the "vested rights" of the Owner, whether such rights arise under Chapter 43, as amended, or Chapter 245, as amended, Texas Local Government Code; (B) does not apply to the Property based on any other legal or equitable theory, whether based on existing or future common-law or state or federal statutes; or (C) constitutes an illegal exaction or a "taking" without compensation, excluding consideration of any improvements or fees agreed to by the Owner under this Agreement.

3.05 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, procedure, order, guideline or other City-adopted or City-enforced requirement for initial development by Hillwood, whether existing on the Effective Date or hereinafter adopted, or whether before or after annexation of the Property by the City, this Agreement shall control. In the event of any conflict between the Subdivision Regulations and the Special Regulations, the Special Regulations shall control. In the event of any conflict between any Approved Plat and any of the other Governing Regulations, the Approved Plat shall control. In the event of a conflict between this Agreement and the Subdivision Regulations, the Building Codes, the Model Home Policy, the Water and Sewer Impact Fee Regulations, the Engineering and Construction Standards, the Water and Wastewater Rules, or the City Ordinances, this Agreement shall control.

3.06 Exclusive Fees.

(a) Except as specifically described below in this Section 3.06, the Owner shall be subject to those lawfully adopted fees and charges due and payable to the City in connection with the development of the Property, including, but not limited to, outdoor warning device fees, permit fees and inspection fees.

(b) A fee may be charged to fund the City's reasonable costs of hiring a third party to review engineering plans in connection with the design and construction of water, sewer, drainage, and roadway improvements.

(c) Notwithstanding anything to the contrary in this Section 3.06 or the Governing Regulations, no capital recovery fees including, but not limited to, pro rata fees, impact fees for water, sewer, and roadways, park fees, and other capital recovery fees, shall be charged against the Property other than the following:

(i) Development of the Property shall be subject to payment of park fees in the amount of \$1,500 per residential dwelling unit. Other than the provisions of open space required by the Concept Plan and Development Regulations, no park land dedication or construction of park improvements shall be required, and no fee related to maintenance of park improvements shall be required other than PID assessments.

(ii) Water and sewer/wastewater impact fees adopted, assessed and collected in compliance with Chapter 395 of the Texas Local Government Code; and

(iii) Fees for roadways that equal the same amount as the City's Roadway Impact Fee Regulations ("Roadway Fees"). The Roadway Fees shall be assessed and collected in the same manner as Roadway Impact Fees are collected under the Roadway Impact Fee Regulations. The Roadway Fees are in consideration for the City agreeing not to collect the amount of pro-rata fees for roadways due under Ordinance No. 2015-06.

(d) In addition to the fees described above, because the Off-Site Utility Debt defined in Section 6.04 below took the form of City-issued certificates of obligation, the Owner will make a one-time escrow deposit with the City in an amount not to exceed \$895,000 which amount will be calculate based on a formula that takes into consideration 50 percent of the interest rate savings between the Off-Site Utility Debt and the allocable share of such Off-Site Utility Debt attributable to the Development (not to exceed eight percent of the costs of Off-Site Improvements) financed at the same interest rate as the first series of PID Bonds (the "Escrow Funds"). The Escrow Funds will be paid when the City makes available to Hillwood the proceeds of the first series of PID Bonds. The City shall use the Escrow Funds only for regional park improvements within five miles of the Property. If the Escrow Funds have not been used prior to the expiration of the Term, such funds will be reimbursed to Hillwood.

ARTICLE IV ANNEXATION & ZONING

4.01 Annexation and Zoning.

(a) The Owner shall present a petition for annexation of the Property (the "Annexation Petition") prior to the City's consideration of any ordinance authorizing the issuance of PID Bonds (hereinafter defined). The Owner retains the right to withdraw the Annexation Petition if the City does not satisfy the terms of Section 4.02(a).

(b) Concurrently with submitting the Annexation Petition, Hillwood shall submit a zoning change application to the City requesting the Property be zoned consistent with the Governing Regulations pursuant to a planned development district ("PD") zoning ordinance.

(c) The City guarantees the extraterritorial status of the Property and its immunity from full purpose annexation by the City until the City has satisfied the conditions in Section 4.02 or this Agreement terminates in accordance with its terms. If the Owner exercises its right to withdraw the Annexation Petition pursuant to Section 4.02, the Property shall remain in the City's ETJ and be immune from full purpose annexation by the City until such time as the City has satisfied the conditions in Section 4.02 or this Agreement terminates in accordance with its terms.

(d) The Property annexed into the City shall be initially developed in accordance with the Concept Plan and Development Regulations regardless of the PD zoning of the Property after annexation, and nothing herein shall be construed to prevent the Property from being developed in accordance with such standards, provided, however, the Required Concept Plans and Site Plans must be approved for non-single family projects in Area F prior to issuance of buildings permits for those projects.

4.02 Conditions to Annexation Petition.

(a) The Owner's right to withdraw the Annexation Petition terminates after the City satisfies the following conditions:

(i) The City shall have executed this Agreement and recorded such fully-executed agreement in the real property records of Collin County, Texas; and

(ii) The City shall have approved a bond ordinance authorizing the issuance and selling of the first series of PID assessment revenue bonds in amounts sufficient to fund the Public Improvements that provide a special benefit to the Property (the first series and all subsequent series of bonds to be referred to herein as the "PID Bonds"); and

(iii) The City shall have approved a grant agreement with the Owner as described in Section 6.04(b) below.

(b) After the completion of all public hearings required by law for annexation and zoning, the following items will be considered for approval on the same City Council meeting agenda in the order noted, which meeting is expected to occur on August 11, 2015:

(i) first, an ordinance levying PID assessments on the Property and approving a Final Service and Assessment Plan for the PID;

(ii) second, a bond ordinance authorizing the issuance and selling of the first series of PID Bonds in amounts sufficient to fund the costs of the Public Improvements that provide a special benefit to the Property;

(iii) third, an annexation ordinance for the Property; and

(iv) fourth, a PD zoning ordinance for the Property that is consistent with the terms of this Agreement.

The agenda shall state that each agenda item is to be considered and acted upon in the order in which it is listed on the agenda.

(c) Prior to posting a City Council agenda for consideration of the items described in the preceding paragraph, the City shall have (i) appropriated the funds for, and entered into contracts for the construction of, the Water Line and the Sewer Line, both as defined in Article VI; and (ii) satisfied the City's TIF financing obligations in Section 7.02.

4.03 Enforcement Rights After Annexation and Zoning. After annexation of the Property, this Agreement does not limit the City's enforcement rights.

ARTICLE V ROAD INFRASTRUCTURE

5.01 Hillwood Road Infrastructure. Hillwood agrees to construct the following perimeter road or thoroughfare improvements (collectively, the "Road Improvements"):

(a) Hillwood agrees to submit construction drawings to the City for the first section of CR-84 improvements described on Exhibit H before the earlier of City issuance of the 500th building permit for the Property or the issuance of the third series of PID Bonds, and to construct such improvements following the City's annexation of, and acquisition of right-of-way and easements needed from third parties for, the full width of the applicable portion of CR-84, as well as the City's approval of the construction drawings and issuance of all required permits.

(b) Hillwood agrees to submit construction drawings to the City for the second section of CR-84 improvements described on Exhibit H before the earlier of City issuance of the 750th building permit for the Property or the issuance of the fourth series of PID Bonds, and to construct such improvements following the City's annexation of, and acquisition of right-of-way and easements needed from third parties for, the full width of the applicable portion of CR-84, as well as the City's approval of the construction drawings and issuance of all required permits.

(c) Hillwood agrees to submit construction drawings to the City for portions of the CR-83 and Coit Road improvements adjacent to the Property concurrently with the platting and development of adjacent portions of the Property as described and depicted on Exhibit H, and to construct such improvements following the City's annexation of, and acquisition of right-of-way and easements needed from third parties for, the full width of the applicable portions of CR-83 and Coit Road, as well as the City's approval of the construction drawings and issuance of all required permits. Such construction drawings may be a separate submittal from the plat for the adjacent portions of the Property. The Coit Road improvements include 100 percent of the four-

lane Coit Road alignment bisecting the Property and 50 percent of the two-lane Coit Road alignment shared by adjacent owners (along a portion of the southwest Property boundary). Two of the four-lane Coit Road improvements bisecting the Property will be constructed concurrently with the platting and development of adjacent portions of the Property (i.e., if one side of Coit Road is platted, such plat does not trigger the construction obligation for all four lanes).

(d) Prior to commencement of construction of any Road Improvements, Hillwood shall submit to the City for review the proposed construction contracts and bids. The City may object to such contracts and bid amounts within 30 days of receiving them from Hillwood if the City provides a bid from a qualified contractor willing to complete the work for at least 10 percent less than the proposed Hillwood bid for the same work. Hillwood and the City shall work together to construct the Road Improvements at a competitive cost; however, competitive bidding and performance bonds shall not be required. In addition, no security, such as a bond or letter of credit, shall be required from Hillwood to secure completion of the Road Improvements, but a payment and maintenance bond shall be provided to the City by Owner as required by the Subdivision Regulations. The Owner shall be responsible for 56 percent of the cost of such bonds, and the City shall be responsible for the other 44 percent of the cost, consistent with Section 5.02(a) below.

(e) Following City approval of any construction plans described above in this Section 5.01 and the City's approval of bids for such construction, Hillwood agrees to diligently pursue such construction until completion of the improvements. If Hillwood fails to diligently pursue such construction, such failure shall be subject to the notice provision and an opportunity to cure in accordance with Section 8.01. If Hillwood fails to diligently pursue such construction after receipt of a written notice and an opportunity to cure in accordance with Section 8.01, Hillwood shall automatically forfeit \$15,000 of the Roadway Fees rebate described in Section 5.02(c) for each 30-day period, or portion thereof, during which Hillwood fails to diligently pursue such construction.

5.02 Funding of Right-of-Way and Construction of Road Improvements.

(a) Hillwood's obligation to fund and cause to be constructed the Road Improvements described above is conditioned upon the City funding 44 percent of all costs of such Road Improvements, including, but not limited to City fees (the "City Contribution") in accordance with this Section 5.02. Hillwood is responsible for funding the remaining 56 percent of all costs of such Road Improvements ("Hillwood Contribution"). Hillwood shall give the City at least 180 days written notice that Hillwood will be proceeding with any construction that requires a City Contribution. The City shall place the applicable City Contribution in escrow by the end of such 180-day notice period, and if the City fails to do so after receipt of a written notice and an opportunity to cure in accordance with Section 8.01, (1) Hillwood's obligation to fund and construct the applicable Road Improvements shall automatically be deferred until the subsequent phase of development of the Property, at which time the provisions of this paragraph shall apply; or (2) if Hillwood must construct the applicable Road Improvements to provide required access to the Property, the amount of the unfunded City Contribution shall accrue interest at an annual percentage rate equal to the U.S. prime rate plus two percent as of the end of the City's period to cure in accordance with Section 8.01 until such time as the City places the City Contribution in escrow. The City shall pay the City Contribution to Hillwood within 30 days after the applicable

Road Improvements are completed and accepted by the City, and any failure by the City to do so shall defer Hillwood's obligation to construct or fund any Road Improvements until such time as all City Contributions owed to Hillwood under this Agreement have been paid in full to Hillwood.

(b) The City agrees that Hillwood may fund its share of the costs of the Road Improvements from the proceeds of the PID Bonds to the extent the improvements provide a special benefit to the Property. The City Contribution shall be funded with any City revenue excluding the proceeds of PID Bonds.

(c) The City shall reimburse to Hillwood \$1,000,000 from the payment of the first \$1,000,000 of Roadway Fees assessed and collected from the Property as permitted by Section 3.06(c) above in exchange for the dedication requirements in Section 5.04, below, of right-of-way for the Road Improvements and to offset Hillwood's Contribution. All Roadway Fees paid on the Property to the City shall be held in a segregated account and paid to Hillwood once each quarter on January 1, April 1, July 1, and October 1 of each year until Hillwood is paid \$1,000,000. The City shall keep any Roadway Fees collected in excess of \$1,000,000.

(d) In addition to the penalty described in Section 5.01(e), if the Owner does not timely build the Road Improvements or fails to timely pay Hillwood Contribution amounts due to the contractor after receipt of a written notice and an opportunity to cure in accordance with Section 8.01, the Owner shall not be entitled to collect payments of Roadway Fees pursuant to Section 5.02(c) until the Owner begins/resumes performance or makes the payments owed.

(e) With the exception of the construction obligations above in this Article V and the obligation to fund on-site local streets within the Property necessary for development, Hillwood shall have no obligation to fund or construct Road Improvements.

5.03 City Road Infrastructure. The City will fund and/or construct any additional lanes for improvements to Coit Road above the Hillwood required lanes.

5.04 Hillwood Dedications; City Abandonments.

(a) Hillwood will dedicate to the City one-half of the 60-foot right-of-way required for improving the portion of CR-83 and CR-84 adjacent to the Property, and one-half of the 120-foot right-of-way required for improving the portion of Frontier Parkway adjacent to the Property, the value of which shall be credited as the City's local match for the purpose of securing grant funds from Collin County for improvements to Frontier Parkway, CR-83, and CR-84 described and depicted on Attachment 3 to **Exhibit D**.

(b) Except as otherwise provided in this paragraph, Hillwood will dedicate to the City right-of-way for the full 120-foot width of Coit Road described and depicted on Attachment 3 to **Exhibit D**. Hillwood will dedicate to the City right-of-way for one-half of the 120-foot width of Coit Road where the road abuts the Property on one side and other property on the opposite side (along a portion of the southwest Property boundary).

(c) With the exception of the dedication requirements of this Section 5.04, there are no requirements to dedicate right-of-way for Coit Road or perimeter roads. The dedication requirements of this Section 5.04 are conditioned upon the City annexing the future right-of-way to be dedicated.

(d) The City agrees to abandon and convey to Owner the portion of CR-84 between Coit Road and CR-83. Such abandonment shall occur at the time the future east-west CR-83 is constructed as shown on the 2014 Thoroughfare Plan and following the City's annexation of the roadway segment to be abandoned. The Parties agree that Hillwood's dedications pursuant to this Section 5.04 and the reimbursements of Roadway Fees required by Section 5.02 are adequate consideration for this abandonment and equal the fair market value of the roadway to be abandoned. The abandoned right-of-way will be included in Areas C and D shown on the Concept Plan, and has been included in the gross and net acreages described in the land use area summary table shown on the Concept Plan.

(e) The City agrees to abandon and convey to Owner the portion of CR-83 along the western boundary of Area E, as shown on the Concept Plan. Such abandonment shall occur at the time the future Coit Road is constructed and following the City's annexation of the roadway segment to be abandoned. The Parties agree that Hillwood's dedications pursuant to this Section 5.04 and the reimbursements of Roadway Fees required by Section 5.02 are adequate consideration for this abandonment and equal the fair market value of the roadway to be abandoned. The abandoned right-of-way will be included in Area E shown on the Concept Plan, and has been included in the gross and net acreages described in the land use area summary table shown on the Concept Plan.

5.05 Thoroughfare Design and Construction. For purposes of this Agreement, the City agrees that the following roadway designations and ultimate right-of-way widths apply to segments of each of the following roads adjacent to, or within, the Property described and depicted on Attachment 3 to **Exhibit D**:

(a) Coit Road and Frontier Parkway shall each be major arterials within 120 feet of right-of-way as described on Attachment 3 of **Exhibit D**.

(b) CR-83 and CR-84 shall each be major collectors within 60 feet of right-of-way as described on Attachment 3 of **Exhibit D**.

Hillwood's construction obligations for each of the roads described and depicted on Attachment 3 to **Exhibit D** is limited to paving and drainage improvements. Water, sewer, and dry utility work is excluded from such construction obligation.

5.06 CR-84 Maintenance Obligation. Owner will deposit with the City \$150,000 (the "CR-84 Maintenance Funds") when the City makes available to Hillwood the proceeds of the first series of PID Bonds. The City will use the CR-84 Maintenance Funds to maintain CR-84 until such time as construction of the first section of CR-84 improvements described in Section 5.01 above begins. Once construction begins, the City shall refund to Owner all unused amounts in the Maintenance Fund to be applied to construction costs related to CR-84 improvements. Such amounts are not credited against the City's 44 percent construction cost

contribution. The \$150,000 contribution is the Owner's only obligation to fund the maintenance of CR-84.

5.07 Construction Entrance. Until such time as the applicable Road Improvements described and depicted on Exhibit H are constructed, Hillwood will designate with its contractors a construction entrance along FM 1461.

ARTICLE VI UTILITY SERVICE PLAN

6.01 General. It is anticipated that the Development will occur in phases. Further, other areas within the City's corporate boundaries are expected to continue to develop over time. Accordingly, it is understood and agreed that a reliable long term source of treated water supply and wastewater treatment will be needed by the City so that utility capacities will be available at times and in amounts needed to meet the ultimate requirements of the Development and other areas of the City as they develop. It is recognized, however, that as of the Effective Date, the City does not own sufficient treated water supply and distribution facilities or wastewater collection or treatment improvements or capacities to meet such needs. However, the Parties have agreed upon a plan for meeting the treated water and wastewater needs of the Parties, including the financing thereof.

6.02 Water Service.

(a) Retail Service; CCN Matters. The Parties acknowledge that the City has a CCN to provide retail water service to certain areas that include the Property. The Parties acknowledge and agree that water capacity will be needed in phases as the Development progresses. The City represents and confirms that it will provide water service at times and in amounts sufficient to meet the service demands of the Development, including, without limitation, for the Owner's anticipated first phase of single family lots in the Development. Based upon the foregoing, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail service provider to the Property. From time to time and within 10 business days after receiving a written request from the Owner, the City will provide to the Owner a "will serve" letter confirming sufficient water capacity to serve the next phase of the Development.

(b) UTRWD Wholesale Water Supply Contract. The City has entered into a Participating Customer Treated Water Supply Contract, dated February 14, 2000, as amended September 22, 2003, with the Upper Trinity Regional Water District ("UTRWD") for wholesale treated water supply which contract may be amended from time to time. The City agrees to amend or take such other appropriate action necessary to secure water supply for the Development at times and in amounts as will permit the continuous and orderly development of the Property pursuant to the Concept Plan and Development Regulations, including, without limitation, for the Owner's anticipated first phase of single family lots in the Development. The City agrees to request input from the Owner for planning purposes, and the Owner agrees to provide information as may be reasonably requested from time to time by the City, to enable the City to plan for the water service demands of the Development.

(c) Water Distribution Line. In order to serve the Development, the City will construct an offsite water distribution line, together with the necessary appurtenances thereto (the "Water Line"), which Water Line will be planned and engineered with the input of the Owner, the City, and UTRWD. The general alignment for the Water Line is depicted on Exhibit F. The City's engineer shall have final approval over the design construction plans. The City or its designee shall complete construction of the Water Line and have it available to provide service by June 30, 2016.

(d) Water Line Costs. The City will fund all costs of engineering and constructing the Water Line (including, without limitation, any required easement acquisitions needed from third parties) to the perimeter boundary of the Property as indicated on Exhibit F.

6.03 Wastewater Service.

(a) Retail Service; CCN Matters. The Parties acknowledge and agree that sanitary sewer capacity will be needed in phases as the Property develops. The City represents and confirms that it will provide sanitary sewer service at times and in amounts sufficient to meet the service demands of the Development, including, without limitation, for the Owner's anticipated first phase of single family lots in the Development. The Parties acknowledge that the City has a sewer CCN to provide retail sewer service to certain areas, but not the Property. Within 90 days after annexation of the Property, the City agrees to expand City sewer CCN No. 20764 to include the Property. Based upon the foregoing, the Owner acknowledges and agrees to the City being designated as the sole and exclusive retail sewer service provider for the Property. From time to time and within 10 business days after receiving a written request from the Owner, the City will provide to the Owner a "will serve" letter confirming sufficient sewer discharge capacity to serve the next phase of Development.

(b) Wholesale Waste Treatment Contract. The City entered into a contract for the provision of wastewater collection and treatment services, dated December 7, 2006, and amended December 13, 2007, with UTRWD, which contract may be further amended from time to time. The City agrees to take all appropriate action necessary to secure wastewater collection and treatment services for the Development at times and in amounts as will permit the continuous orderly development of the Property pursuant to the Concept Plan and Development Regulations, including, without limitation, for the Owner's anticipated first phase of single family lots in the Development. The City agrees to request input from the Owner for planning purposes and the Owner agrees to provide information as may be reasonably requested from time to time by the City to plan for the wastewater service demands of the Development.

(c) Wastewater Collection Line. In order to serve the Development, the City has determined to construct an offsite wastewater collection line, together with necessary appurtenances thereto, to the perimeter boundary of the Property that allows the wastewater from the majority of the Property to gravity flow into the City's offsite wastewater collection line and northeast corner of the Property to flow from a proposed eight-inch sanitary sewer line east to a proposed 27-inch sanitary sewer line depicted on Exhibit G as segment S3 (collectively, the "Sewer Line"). The Sewer Line will be planned and engineered with the input of the City and the wholesale supplier of wastewater collection and treatment services. The general alignment for the Sewer Line and connection points are depicted on Exhibit G. The

City or its designee shall complete construction of the Sewer Line by June 30, 2016. If the City or its designee has not completed construction of the Sewer Line by June 30, 2016, the City, at its sole cost and expense, shall pump and haul wastewater from the Development until the Sewer Line is available to serve the Development.

(d) Sewer Line Costs. The City or its designee will fund all costs of engineering and constructing the Sewer Line (including, without limitation, any required easement acquisitions needed from third parties) to the perimeter boundary of the Property as indicated on Exhibit G.

6.04 Public Finance of the Water and Sewer Line.

(a) The City will satisfy all or a portion of its funding obligation for the Water Line and the Sewer Line by using its best efforts to issue debt (the "Off-Site Utility Debt") by June 30, 2015, then using the proceeds of such Off-Site Utility Debt to fund construction of the Water Line and the Sewer Line.

(b) Prior to annexing the Property, the City will levy PID assessments on the Property in an amount equal to the costs of the allocable share of the Water Line and the Sewer Line providing a special benefit to the Property, which share shall be eight percent of the costs of such Water Line and Sewer Line (the "Off-Site Utility Assessments"), the scope of which project is described on Exhibit I, and the City will enter into a grant agreement with the Owner pursuant to Texas Local Government Code Chapter 380 or the TIF Act that provides for the payment of the annual installments of such Off-Site Utility Assessments from a lawfully available source of funds that is not subject to annual appropriations (the "Off-Site Utility Grant Agreement"). The Off-Site Utility Grant Agreement will provide for an offset or credit against the Off-Site Utility Assessments (first on a parcel-by-parcel basis, then on a pooled basis as described in the PID service and assessment plan) in an annual amount equal to the cash balance of ad valorem taxes collected by the City from the Property during the previous year (collectively, the "Annual Off-Site Utility Grant Amount"). The City will prepare each year an updated PID assessment roll confirming the amount of the annual installment owed on the Off-Site Utility Assessments and the reduced assessment amount burdening the Property for the Off-Site Utility Assessments after the City applies against the annual installment for the Off-Site Utility Assessments the Annual Off-Site Utility Grant Amount.

(c) Any installment payment of the Off-Site Utility Assessments made by the Owner will be reimbursed promptly by the City to the Owner from the Annual Off-Site Utility Grant Amount, but only to the extent the Annual Off-Site Utility Grant Amount exceeds those funds required to reduce to zero that year's annual installment payments for the Off-Site Utility Assessments (the "Excess Annual Off-Site Utility Grant Amount"). Any installment payments of the Off-Site Utility Assessments made by the Owner, and not reimbursed as aforesaid, shall accumulate (the "Cumulative Owner Debt Service Payments") and be reimbursed promptly by the City to the Owner from any Excess Annual Off-Site Utility Grant Amount currently or previously received by the City (and not previously reimbursed to the Owner).

(d) The Cumulative Owner Debt Service Payments will bear interest at the same fixed rate as the Internal Revenue Service arbitrage yield rate for the first series of Off-Site Utility Debt issued. Once the Cumulative Owner Debt Service Payments, plus interest, have

been fully reimbursed by the City to the Owner as aforesaid, and if the ad valorem taxes collected from the Property during the year in question and the prior year equal or exceed one hundred fifty percent (150%) of the annual debt service for the Off-Site Utility Debt based on a confirming audit, then the Off-Site Utility Assessments will be permanently reduced to zero. The Off-Site Utility Grant Agreement will terminate upon the later to occur of the assessment on the Property for the Off-Site Utility Assessments being permanently reduced to zero as aforesaid or the reimbursement by the City to the Owner of all unpaid Cumulative Owner Debt Service Payments plus interest on such payments.

6.05 Retail Service Rates. It is the express intent of the Parties that the retail water and sanitary sewer rates for each classification of customer will be throughout the portions of the City limits for which the City controls the CCN. Consequently, the retail rates for water and sanitary sewer service to be provided to the future residents and commercial customers within the Property after annexation shall be at all times and in all respects the same as charged to the same classification of customers within the portions of the City limits for which the City controls the CCN.

ARTICLE VII INFRASTRUCTURE FINANCING

7.01 PID Financing.

(a) Following the receipt of a petition for creation of the PID that is in compliance with the PID Act, the City shall create the PID to satisfy the City's obligations under Section 6.04 and to fund all or a portion of the Public Improvements that will confer a special benefit upon the Property. Concurrently with the Owner's submittal of the petition seeking creation of the PID, the Owner shall deliver to the City a petition for dissolution of the PID, which shall be held in trust by the City and used by the City to dissolve the PID if Hillwood does not purchase the Property within 180 days after the Effective Date.

(b) As soon as reasonably practicable following a request by the Owner, and provided the City's financial advisor confirms the bonds are credit worthy and marketable to third party institutional investors, the City agrees to adopt an ordinance authorizing the issuance of the PID Bonds. The City's adoption of an ordinance authorizing the issuance of the first series of PID Bonds is a prerequisite to the City's annexation of the Property. Hillwood's purchase of the Property, and the City's annexation of the Property, are each prerequisites to the City's closing on the sale of the first series of PID Bonds. The ordinance levying PID assessments may, in the City's sole discretion, be withheld from filing as a lien against the Property by the City until the City confirms that Hillwood has purchased the Property and that this Agreement will not be void ab initio as provided in Section 2.03 above. The total of all PID Bonds shall not exceed \$42,450,000.00 without City Council approval of an increase.

(c) PID funding of the Public Improvements, as authorized by the PID Act and approved by the City, will include to the maximum extent authorized by State law: (i) annual payments by each owner to the City of PID assessments; (ii) the issuance by the City of PID Bonds secured by such assessments and/or other security; (iii) the issuance by the City or other

issuer of other bonds secured by PID assessments and/or other security; and (iv) any other method approved by the Parties.

(d) The Public Improvements to be funded by the PID will be the same as those described in the PID Service and Assessment Plan, which Public Improvements confer a special benefit on the Property (the "PID Projects").

(e) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for all Public Improvements funded with the proceeds of PID Bonds.

(f) The City and the Owner will jointly determine the PID Project Costs and prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property. The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. As needed to implement the Service and Assessment Plan, the City and the Owner will enter into a PID reimbursement agreement that provides for the Owner's construction of certain PID Projects and the City's reimbursement to the Owner of certain PID Project Costs.

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. The net proceeds from the sale of PID Bonds (i.e., PID administration costs, net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon the adequacy of the bond security and the financial ability and obligation of the Owner to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City may require the Owner to secure its obligation to pay such deficit and cost overruns by providing a performance bond, letter of credit, lender set-aside letter, or other security acceptable to the City prior to the issuance of the PID Bonds. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

7.02 TIF Financing. As a prerequisite to the City's annexation of the Property, the City will, on its own initiative and in compliance with the TIF Act, (a) create a tax increment reinvestment zone ("TIRZ") that includes the Property; (b) approve a project and finance plan that dedicates to the tax increment fund seventy percent (70%) of all real property ad valorem taxes from the TIRZ during the Term (the "TIF Fund"); and (c) approve a development agreement granting all TIF Fund revenue to Hillwood for qualified project costs, including interest, until such costs have been fully reimbursed to Hillwood. Such qualified project costs will include the grants described above required to pay the Annual Off-Site Utility Grant Amount (unless the City and

Hillwood enter into a grant agreement pursuant to Texas Local Government Code Chapter 380 to pay the Annual Off-Site Utility Grant Amount). The term of the TIRZ will be the greater of the term of the first series of PID Bonds issued by the City or 20 years.

7.03 County Participation in TIF Financing. The City will use best efforts to obtain Collin County participation in the TIRZ in order to fund qualified roadway projects. Any County participation shall be allocated equally between Owner and the City to reduce the amounts required to be paid by each for the Road Improvements.

7.04 Costs for Non-Bank Qualified Bonds. If in any calendar year (including 2015) the City issues PID Bonds that would constitute a bank qualified debt issuance but for the issuance of the PID Bonds or other bonds supporting public improvements for non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Owner shall pay to the City a fee (the "PID Bond Fee") to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank qualified provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The PID Bond Fee of the Owner and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

The net present value (calculated based on the Internal Revenue Service bond yield as used to calculate the present value of debt savings for refunding bonds) of the interest rate savings that would have accrued to the City had it been able to issue bank qualified debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Owner, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Owner, as applicable).

To the extent any developer(s) or owner(s) (including the Owner, as applicable) has (have) paid the PID Bond Fee for any particular calendar year, any such PID Bond Fee paid subsequently by a developer or owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Owner, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the PID Bond Fee.

If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the City fails to charge the PID Bond Fee to any other developer or owner on whose behalf the City has issued debt, then no PID Bond Fee shall be due under this provision and if any PID Bond Fee had already been paid to the City under this provision, then such PID Bond Fee shall be reimbursed promptly to the Owner.

Notwithstanding anything contained herein to the contrary, under no circumstances shall the PID Bond Fee payable by the Owner exceed \$150,000 in the aggregate during any one calendar year.

ARTICLE VIII EVENTS OF DEFAULT; REMEDIES

8.01 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than five business days after written notice of the alleged failure has been given in the case of a default of an obligation to make a payment required under this Agreement and 30 days after written notice of the alleged failure in all other cases). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If a Party who has received notice under this Section 8.01 cannot cure an alleged failure to perform within 30 days after receipt of written notice, such Party shall give written notice to the other Party within such 30 day period (a) stating that the Party cannot cure the alleged failure within 30 days after receipt of written notice, and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within 30 days after the initial written notice of the alleged failure has been given.

8.02 Remedies. In addition to the remedies provided by Sections 5.01(e) and 5.02(d), if a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to suspend performance under this Agreement unless
 - (i) the portion of the Property for which performance is suspended is the subject of the default, or
 - (ii) the portion of the Property for which performance is suspended is owned or controlled by the owner or developer in default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that any other developer is in default with respect to any other tract but may suspend performance with regard to development of "Tract X" and all tracts owned by "Developer A" if "Developer A" is in default on "Tract Y"); or
- (c) entitle the aggrieved Party to seek or recover monetary damages of any kind; or
- (d) limit the term.

8.03 Limited Waivers of Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights, except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Agreement.

THE CITY CONFIRMS ITS IMMUNITY FROM SUIT AND IMMUNITY FROM LIABILITY IS WAIVED WITH RESPECT TO THE ENFORCEMENT OF THIS AGREEMENT BY THE OWNER.

8.04 PID Notices. When selling any of the Property, the Owner shall provide notices in a form required by Section 5.014 of the Texas Property Code, as amended, to anyone who purchases property within the PID notifying the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID Bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, the Owner and subsequent owners shall all require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. Notwithstanding Article X, this Section 8.04 applies to all owners of all or any portion of the Property.

ARTICLE IX ASSIGNMENT AND ENCUMBRANCE

9.01 Assignment by Owner to Successor Owners.

(a) The Owner has the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control by the Owner (a) without City consent, but with notice to the City, if to Hillwood; or (b) with the City's prior written consent, if to any other person or entity other than Hillwood, provided that the Owner is not in breach of this Agreement at the time of such assignment. An Assignee is considered the "Owner," a "Party," and "Hillwood" under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Assignee.

(b) Notice of each proposed assignment to an Assignee shall be provided to the City at least 15 days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Assignee who the City may contact for additional information regarding the experience and background of the Assignee.

(c) Each assignment shall be in writing executed by the Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned, and shall contain a representation by the Assignee acknowledged by a notary public that the Assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed

assignment to an Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Owner shall not be released until the City receives such copy of the assignment.

(d) No assignment by the Owner shall release the Owner from any liability that resulted from an act or omission by the Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(e) The Owner shall maintain written records of all assignments made by the Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.02 Assignment by the City. The City shall not assign this Agreement.

9.03 Encumbrance by Owner and Assignees. The Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in accordance with the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial unless otherwise agreed to in writing by lender and the City. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

9.04 Transfer of Warranties. Any Public Improvements that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Improvements, as required by the Subdivision Regulations and State law.

9.05. OWNER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(a) THE OWNER ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC IMPROVEMENTS TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO SECTION 3.06(C) AND (D) OF THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(II) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC IMPROVEMENTS IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE OWNER'S ANTICIPATED IMPROVEMENTS AND OWNER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) SUBJECT TO RECEIVING ROADWAY FEE CREDITS AND THE CITY CONTRIBUTION REQUIRED BY THIS AGREEMENT, THE OWNER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO SECTION 5.04 OF THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE OWNER FOR SUCH LAND, AND THE OWNER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE OWNER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE

EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) THIS SECTION 9.05 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE X RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

10.01 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement, and all amendments hereto, shall be recorded in the deed records of Collin County. In addition, all assignments of this Agreement shall be recorded in the deed records of Collin County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a fully developed and improved lot except for land use and development regulations that apply to specific lots; provided that this provision shall not negate the End-Buyer's obligation to comply with the City's ordinances or for the payment of ad valorem taxes and assessments (including assessments that result from the application of this Agreement) applicable to such End-Buyer's property. For purposes of this Agreement, the Parties agree that the term "land use and development regulations that apply to specific lots" mean the Governing Regulations and the Zoning Regulations (including any authorized revisions thereto).

10.02 Releases. From time to time upon the written request of the Owner, the City shall execute, in recordable form, a release of this Agreement if the Owner's obligations under this Agreement have been satisfied, subject to the continued application of the Governing Regulations. The Owner shall pay the City \$1,000 at the time of the Owner's request for a release for each release in excess of one per calendar year.

10.03 Estoppel Certificates. From time to time upon written request of the Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute, to its reasonable knowledge and belief, a written estoppel certificate in a form and substance satisfactory to the City identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City \$1,000 at the time of the Owner's requests for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE XI ADDITIONAL PROVISIONS

11.01 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) constitute a legislative finding by the City Council. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.02 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) shall be in writing, shall be signed by or on behalf of the Party giving the notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the notice is addressed); or (c) otherwise on the day actually received by the person to whom the notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the City: Attn: Mike Foreman, City Manager
City of Celina
302 W. Walnut St.
Celina, Texas 75009
E-mail: mforeman@celina-tx.gov
TEL: (972) 382-2682
FAX: (972) 382-3736

With a copy to: Attn: Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory St., Ste. 100
Denton, TX 75206
E-mail: lvanzant@hbwvlaw.com
TEL: (940) 387-3518
FAX: (866) 580-1744

With a copy to: Attn: Julie Fort
Messer, Rockefeller & Fort , P.L.L.C.
6351 Preston Rd., Ste. 350
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

To the Owner: Attn: Ms. Marianne D. Wells
The George White Family Limited Partnership

E-mail:mdwells50@gmail.com
TEL: (410) 207-1938
FAX:

To Hillwood: Attn: Brian Carlock
Hillwood Enterprises, L.P.
3090 Olive Street, Suite 300
Dallas, Texas 75219
E-mail:brian.carlock@hillwood.com
TEL: (972) 201-2932
FAX: (972) 201-2959

With a copy to: Attn: Misty Ventura
Shupe Ventura Lindelow & Olson, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail:misty.ventura@svlandlaw.com
TEL: (214)328-1101
FAX: (800) 519-3768

11.03 Reservation of Rights. This Agreement constitutes a "permit" within the meaning of Chapter 245, Texas Local Government Code, as amended, for Hillwood's Development, as defined herein. In addition, to the extent the City fails to provide adequate and continuous retail water and sewer service in accordance with the requirements of the CCNs, the Owner does not waive (and expressly reserves) the right to seek retail water and sewer services from an alternative provider and, if required to obtain such services, seek decertification of the CCNs. In the event the voluntary annexation as contemplated in Article IV is not completed, the City expressly reserves its authority to unilaterally annex the Property pursuant to Chapter 43 of the Texas Local Government Code, as amended, so long as the annexation conditions of Section 4.02 have been fully satisfied.

11.04 Water Wells. To the extent allowed by state law, water wells may be drilled within the Property for the limited purposes of providing construction water, irrigation water and water required for amenity lakes and other water features; subject, however, to all applicable

rules and regulations of Collin County, the City, and the Texas Commission on Environmental Quality or other State agency having regulatory authority.

11.05 Interpretation. The Parties and Hillwood acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.06 Enforceability. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 212.172 of the Texas Local Government Code.

11.07 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, (a) if it is determined that, as of the Effective Date, the Owner does not own an immaterial portion of the Property, this Agreement shall remain in full force and effect with respect to all of the Property that the Owner does then own, and (b) if it is determined, as of the Effective Date, that any portion of the Property is not within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ. If at any time after the Effective Date it is determined that any portion of the Property that is owned by the Owner, or the Owner's successors and assigns, is not within the City's ETJ, then the Owner, or the Owner's successors and assigns, shall petition the City to include such portion of the Property within the City's ETJ and then voluntarily petition for annexation of that portion of the Property into the City's corporate limits.

11.08 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County, Texas. Venue for any action to enforce or construe this Agreement shall be Collin County, Texas.

11.09 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.10 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

11.11 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

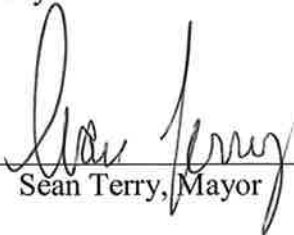
11.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11.13 Exhibits. The following Exhibits are attached to this Agreement and are part of this Agreement:

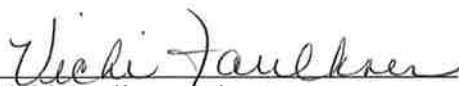
Exhibit A	Metes and Bounds Description of Property
Exhibit A-1	Metes and Bounds Description of Each Area Shown on the Concept Plan
Exhibit B	Map of Property
Exhibit C	Concept Plan
Exhibit D	Development Regulations
Exhibit E	Special Regulations
Exhibit F	Alignment of Water Line
Exhibit G	Alignment of Sewer Line
Exhibit H	Road Improvements
Exhibit I	Water Line and Sewer Line Project Scope

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the Effective Date.

CITY OF CELINA, TEXAS
"The City"

By: 
Sean Terry, Mayor

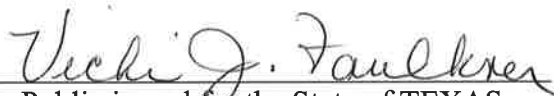
ATTEST:

By: 
Vicki Faulkner, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

On June 05, 2015, before me, the undersigned personally appeared Sean Terry, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.




Notary Public in and for the State of TEXAS

THE GEORGE WHITE FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership

By: WWW Group, LLC,
a Texas limited liability company,
its general partner

By: _____

Name: Marianne Wells

Title: Manager

Date of Execution: 5-26-2015

THE STATE OF TEXAS

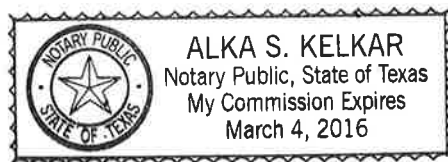
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COUNTY OF DALLAS

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This instrument was acknowledged before me on May 26, 2015, by Marianne Wells, Manager of WWW Group, LLC, a Texas limited liability company, on behalf thereof as the general partner of The George White Family Limited Partnership, a Texas limited partnership, on behalf of said limited partnership.



Alka S. Kelkar
Notary Public in and for the State of TEXAS

HILLWOOD ENTERPRISES, L.P.,
a Texas limited partnership

By: [Signature]

Name: BRIAN CARLOCK

Title: SENIOR VICE PRES

Date of Execution: 5/22/15

THE STATE OF TEXAS

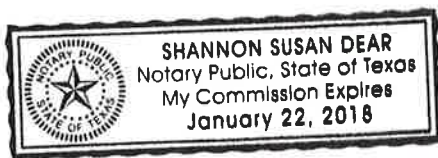
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COUNTY OF DALLAS

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This instrument was acknowledged before me on May 22, 2015, by Brian Carlock, SVP of Hillwood Enterprises, a L.P., a Texas limited partnership, on behalf thereof as the general partner of Hillwood Enterprises, L.P., a Texas limited partnership, on behalf of said limited partnership.



[Signature]

Notary Public in and for the State of TEXAS

Exhibit A
Property Description

(400 Acres)

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030, Collin County, Texas, being all of a called 18.531 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 478, all of a called 127.069 acre tract of land and a called 26.99 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 461, and all of a called 214.659 acre tract of land described in Special Warranty Deeds to The George White Limited Partnership recorded in Volume 5834, page 483, Volume 5834, Page 488, Volume 5834, Page 493, Volume 5834, Page 498, Volume 5834, Page 503 and Volume 5946, Page 693, all of the Official Public Records of Real Property of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail set at the intersection of County Road No. 84, County Road No. 83 and Quail Hollow; said point being the southwest corner of a tract of land described in General Warranty Deed to William K. Wood and Kathy D. Wood recorded in Instrument No. 20071029001470070, Official Public Records of Collin County, Texas; from said point a PK nail found bears North 54°13' East, a distance of 13.4 feet, a PK nail with yellow washer bears North 89°09' East, a distance of 13.7 feet, a 1/2" iron rod found bears North 48°25' West, a distance of 41.2 feet, a 1/2" iron rod found bears South 53°06' West, a distance of 37.0 feet;

THENCE North 89°09'29" East, along the south line of said Wood tract and generally along said County Road No. 84, at a distance of 360.27 feet, passing a PK nail with white washer found, at a distance of 702.60 feet, passing a PK nail with white washer found, at a distance of 1045.10 feet, passing a PK nail with white washer found, in all a total distance of 1387.45 feet to a PK nail with yellow washer found for corner at the intersection of said County Road No. 84 and County Road No. 86; said point being the southeast corner of said Wood tract and the southwest corner of a tract of land described in Special Warranty Deed to Christopher Wesson Bosh and Adrienne Bosh recorded in Instrument No. 20131001001373380, Official Public Records of Real Property of Collin County, Texas; from said point a PK nail with white washer found bears North 15°18' West, a distance of 4.3 feet;

THENCE North 89°05'03" East, along the south line of said Bosh tract and generally along said County Road No. 84, a distance of 1270.15 feet to a PK nail found for corner at the southeast corner of said Bosh tract and the southwest corner of a tract of land described in Warranty Deed to Donald L. Vest recorded in Volume 1344, Page 88 of the Deed Records of Collin County, Texas;

THENCE North 89°04'33" East, along the south line of said Vest tract and generally along said County Road No. 84, a distance of 580.02 feet to a 5/8" iron rod with "KHA" cap set for corner at the southeast corner of said Vest tract; said point being in the west right-of-way line of said County Road No. 84;

THENCE along said west right-of-way line of County Road No. 84, the following courses and distances:

South 00°08'06" East, a distance of 3039.07 feet to a PK nail set for corner; from said point a 1/2" iron rod found bears South 89°24' East, a distance of 30.0 feet;

South 00°07'47" East, a distance of 2245.96 feet to a PK nail set for corner in the north right-of-way line of F.M. 1461 (a variable width right-of-way, 90 feet wide at this point); from said point a 1/2" iron rod with "RPLS 4084" cap bears North 89°46'00" East, a distance of 40.00 feet;

THENCE along the said north right-of-way line of F.M. 1461, the following courses and distances:

South 89°46'00" West, a distance of 2338.62 feet (Deed calls 2329.27 feet) to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

North 00°14'00" West, a distance of 10.00 feet to a 5/8" iron rod with "KHA" cap set at a re-entrant corner;

South 89°46'00" West, a distance of 878.58 feet (Deed calls 877.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the southernmost end of a right-of-way corner clip at the intersection of the said north right-of-way line of F.M. 1461 and County Road No. 83;

THENCE North 45°38'30" West, along said right-of-way corner clip, a distance of 128.18 feet (Deed calls 163.70 feet) to a 5/8" iron rod with "KHA" cap set for corner at the northernmost end of said right-of-way corner clip;

THENCE South 89°46'00" West, along the north right-of-way line of said F.M. 1461, a distance of 45.00 feet (Deed calls 35.93 feet) to a PK nail set for corner in said County Road No. 83 at the easternmost southeast corner of a tract of land described in Special Warranty Deed to 1461 Coit, Inc. recorded in Clerk's File No. 93-0113804, Official Public Records of Real Property of Collin County, Texas;

THENCE North 00°57'08" West, departing the north right-of-way line of F.M. 1461, along the east line of said 1461 Coit, Inc. tract and generally along said County Road No. 83, at a distance of 1125.29 feet, passing the northeast corner of said 1461 Coit, Inc. tract, continuing along the east right-of-way line of said County Road No. 83, in all a total distance of 3170.10 feet to a 1" iron rod found for corner in the south line of Lot 8, Block A, Preston Hills II Addition, an addition to Collin County, according to the plat recorded in Cabinet F, Page 678, Map Records of Collin County, Texas;

THENCE North 89°11'16" East, along the south line of said Lot 8, at a distance of 11.59 feet, passing the southernmost southeast corner of said Lot 8 and the west right-of-way line of said County Road No. 83, continuing along the south right-of-way line of said County Road No. 83,

in all a total distance of 197.43 feet (Deed calls 178.2 feet) to a 5/8" iron rod with "KHA" cap set for corner; from said point a 1" iron pipe found bears North 88°40' East, a distance of 8.5 feet;

THENCE along the east right-of-way line of said County Road No. 83, the following courses and distances:

North 01°09'33" West, a distance of 1044.51 feet to a PK nail set at an angle point;

North 01°10'48" West, a distance of 932.07 feet to the POINT OF BEGINNING and containing 400.524 acres (17,446,820 square feet) of land, more or less.

Bearing system of this survey is based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

Exhibit A-1
Metes and Bounds Description of Each Area Shown on the Concept Plan

Description of Area A:

BEING, a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030, Collin County, Texas, and being a portion of two tracts of land as described in instrument to The George White Family, as recorded in County Clerk's File No. 2005-005695 and 2005-005703 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail found the southeast corner of The George White Family tract as recorded in County Clerk's File No. 2005-005703, said corner being in the north right-of-way line of F.M. 1461 and the approximate centerline of County Road No. 84;

THENCE, South 89 degrees 46 minutes 00 seconds West along the north right-of-way line of F.M. 1461, a distance of 350.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, departing the north right-of-way line of F.M. 1461 North 00 degrees 07 minutes 47 seconds West, a distance of 2,246.56 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 00 degrees 08 minutes 06 seconds West a distance of 3,034.25 feet to a PK nail set in the north line of the George White Family tract as recorded in County Clerk's File No. 2005-005695, and being in the approximate centerline of County Road No. 84;

THENCE, North 89 degrees 04 minutes 33 seconds East along the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, a distance of 350.03 feet to a 5/8 inch iron rod found with plastic cap stamped "KHA" at the northeast corner of the last mentioned George White Family tract;

THENCE, South 00 degrees 08 minutes 06 seconds East along the east line of the George White Family tracts and the approximate centerline of County Road No. 84, a distance of 3,039.07 feet to a PK nail found;

THENCE, South 00 degrees 07 minutes 47 seconds East continuing along the east line of the George White Family tract as recorded in County Clerk's File No. 2005-005703 and the approximate centerline of County Road No. 84, a distance of 2,245.96 feet to the POINT OF BEGINNING and CONTAINING 42.45 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone.

Description of Area B:

BEING, a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030 and the William Wilhite Survey, Abstract No. 1002, Collin County, Texas, and being a portion of two tracts of land as described in instrument to The George White Family, as recorded in County Clerk's File No. 2005-005695 and 2005-005703 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a PK nail found at the most westerly southwest corner of The George White Family tract as recorded in No. 2005-005703, said corner being in the north right-of-way line of F.M. 1461 and the approximate centerline of County Road No. 83;

THENCE, North 00 degrees 57 minutes 08 seconds West along the west line of last mentioned George White Family tract, a distance of 840.92 feet to a PK nail set at the POINT OF BEGINNING;

THENCE, North 00 degrees 57 minutes 08 seconds West continuing along the west line of last mentioned George White Family tract, a distance of 193.16 feet to a PK nail set at the beginning of a curve to the right having a central angle of 20 degrees 28 minutes 22 seconds, with a radius of 1,200.00 feet, a chord bearing of North 09 degrees 17 minutes 05 seconds East, a chord length of 426.50 feet;

THENCE, along said curve to the right an arc length of 428.78 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 19 degrees 31 minutes 16 seconds East a distance of 3,938.75 feet to a PK nail set in the north line of the George White Family tract as recorded in No. 2005-005695, and being in the approximate centerline of County Road No. 84;

THENCE, North 89 degrees 09 minutes 29 seconds East along the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, a distance of 123.94 feet to a PK nail found;

THENCE, North 89 degrees 05 minutes 03 seconds East continuing along the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, a distance of 1,270.15 feet to a PK nail found;

THENCE, North 89 degrees 04 minutes 33 seconds East continuing along the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, a distance of 229.98 feet to a PK nail set;

THENCE, departing the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, South 00 degrees 08 minutes 06 seconds East a distance of 3,034.25 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 07 minutes 47 seconds East a distance of 2,246.56 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" in the said north right-of-way line of F.M. 1461;

THENCE, South 89 degrees 46 minutes 00 seconds West along the north right-of-way line of F.M. 1461, a distance of 1,866.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, departing the north right-of-way line of F.M. 1461 North 00 degrees 39 minutes 56 seconds East, a distance of 939.15 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 89 degrees 51 minutes 22 seconds West a distance of 1,162.63 feet to the POINT OF BEGINNING and CONTAINING 277.4 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone.

Description of Area C:

BEING, a tract of land situated in the William Wilhite Survey, Abstract No. 1002, Collin County, Texas, and being a tract of land as described in instrument to The George White Family, as recorded in County Clerk's File No. 2005-005695 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a PK nail found at the northwest corner of a called 18.551 acre tract of land as described in instrument to The George White Family tract as recorded in No. 2005-005698, said corner being in the intersection of the centerline of County Road No. 83 with the centerline of County Road No. 84;

THENCE, North 89 degrees 09 minutes 29 seconds East with the approximate centerline of County Road No. 84, a distance of 320.01 feet to a PK nail set at the POINT OF BEGINNING and being the northwest corner of said George White Family as recorded in County Clerk's File No. 2005-005695;

THENCE, North 89 degrees 09 minutes 29 seconds East along the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, a distance of 943.51 feet to a PK nail set;

THENCE, departing the north line of the last mentioned George White Family tract and the approximate centerline of County Road No. 84, South 19 degrees 31 minutes 16 seconds West a distance of 1,857.40 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 59 minutes 55 seconds West a distance of 287.27 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" in the west line of the last mentioned George White Family tract;

THENCE, North 01 degree 09 minutes 33 seconds West along the west line of the last mentioned George White Family tract, a distance of 806.82 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 01 degrees 10 minutes 48 seconds West continuing along the west line of the last mentioned George White Family tract a distance of 930.30 feet to the POINT OF BEGINNING and CONTAINING 24.58 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone.

Description of Area D:

BEING, a tract of land situated in the William Wilhite Survey, Abstract No. 1002, Collin County, Texas, and being a tract of land as described in instrument to The George White Family, as recorded in County Clerk's File No. 2005-005698 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail found at the northwest corner of the George White Family tract, said corner being in the intersection of the centerline of County Road No. 83 with the centerline of County Road No. 84;

THENCE, North 89 degrees 09 minutes 29 seconds East along the north line of the George White Family tract with the approximate centerline of County Road No. 84, a distance of 320.01 feet to a PK nail set;

THENCE, departing the north line of the George White Family tract and the approximate centerline of County Road No. 84, South 01 degree 10 minutes 48 seconds East, a distance of 930.30 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 01 degree 09 minutes 33 seconds East a distance of 806.82 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, North 89 degrees 59 minutes 55 seconds West a distance of 320.07 feet to a PK nail set in the west line of the George White Family tract and being in the approximate centerline of the centerline of County Road No. 83;

THENCE, North 01 degree 09 minutes 33 seconds West along the west line of the George White Family tract and the approximate centerline of the centerline of County Road No. 83, a distance of 800.34 feet to a PK nail found;

THENCE, North 01 degrees 10 minutes 48 seconds West continuing along the west line of the George White Family tract a distance of 932.07 feet to the POINT OF BEGINNING and CONTAINING 12.74 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone.

Description of Area E:

BEING, a tract of land situated in the Jonathan Westover Survey, Abstract No. 1030 and the William Wilhite Survey, Abstract No. 1002, Collin County, Texas, and being a portion of three tracts of land as described in instrument to The George White Family, as recorded in County Clerk's File No. 2005-005695, 2005-005698 and 2005-005703 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a PK nail found at the most westerly southwest corner of The George White Family tract as recorded in No. 2005-005703, said corner being in the north right-of-way line of F.M. 1461 and the approximate centerline of County Road No. 83;

THENCE, North 00 degrees 57 minutes 08 seconds West along the west line of last mentioned George White Family tract, a distance of 1,034.09 feet to a PK nail set at the POINT OF BEGINNING;

THENCE, North 00 degrees 57 minutes 08 seconds West continuing along the west line of last mentioned George White Family tract and along the west line of the George White Family tract as recorded in No. 2005-5695, a distance of 2,136.01 feet to a one-inch iron rod found at the most westerly northwest corner of the last mentioned George White Family tract;

THENCE, North 89 degrees 11 minutes 16 seconds East a north line of last mentioned George White Family tract, a distance of 197.43 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the southwest corner of the George White Family tract as recorded in No. 2005-5698;

THENCE, North 01 degree 09 minutes 33 seconds West along the west line of the last mentioned George White Family tract a distance of 244.17 feet to a PK nail set;

THENCE, departing the west line of the last mentioned George White Family tract South 89 degrees 59 minutes 55 seconds East a distance of 607.32 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 19 degrees 31 minutes 16 seconds West a distance of 2,081.35 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a central angle of 20 degrees 28 minutes 22 seconds, a radius of 1,200.00 feet, a chord bearing of South 09 degrees 17 minutes 05 seconds West, a chord length of 426.50 feet;

THENCE, along said curve to the left an arc length of 428.78 feet to the POINT OF BEGINNING and CONTAINING 18.94 acres of land, more or less.

Description of Area F:

BEING, a 24.38 acre tract of land situated in the Jonathan Westover Survey, Abstract No. 1030, Collin County, Texas, and being a portion of a tract of land as described in instrument to The

George White Family, as recorded in County Clerk's File No. 2005-005703 of the Official Property Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail found the most westerly southwest corner of The George White Family tract, said corner being in the north right-of-way line of F.M. 1461 and the approximate centerline of County Road No. 83;

THENCE, North 00 degrees 57 minutes 08 seconds West along the west line of The George White Family tract, a distance of 840.93 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, departing The George White Family tract, North 89 degrees 51 minutes 22 seconds East a distance of 1,162.63 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 00 degrees 39 minutes 56 seconds West a distance of 939.15 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" in the north right-of-way line of F.M. 1461;

THENCE, along the north right-of-way line of F.M. 1461 the following courses and distances:

South 89 degrees 46 minutes 00 seconds West a distance of 122.48 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

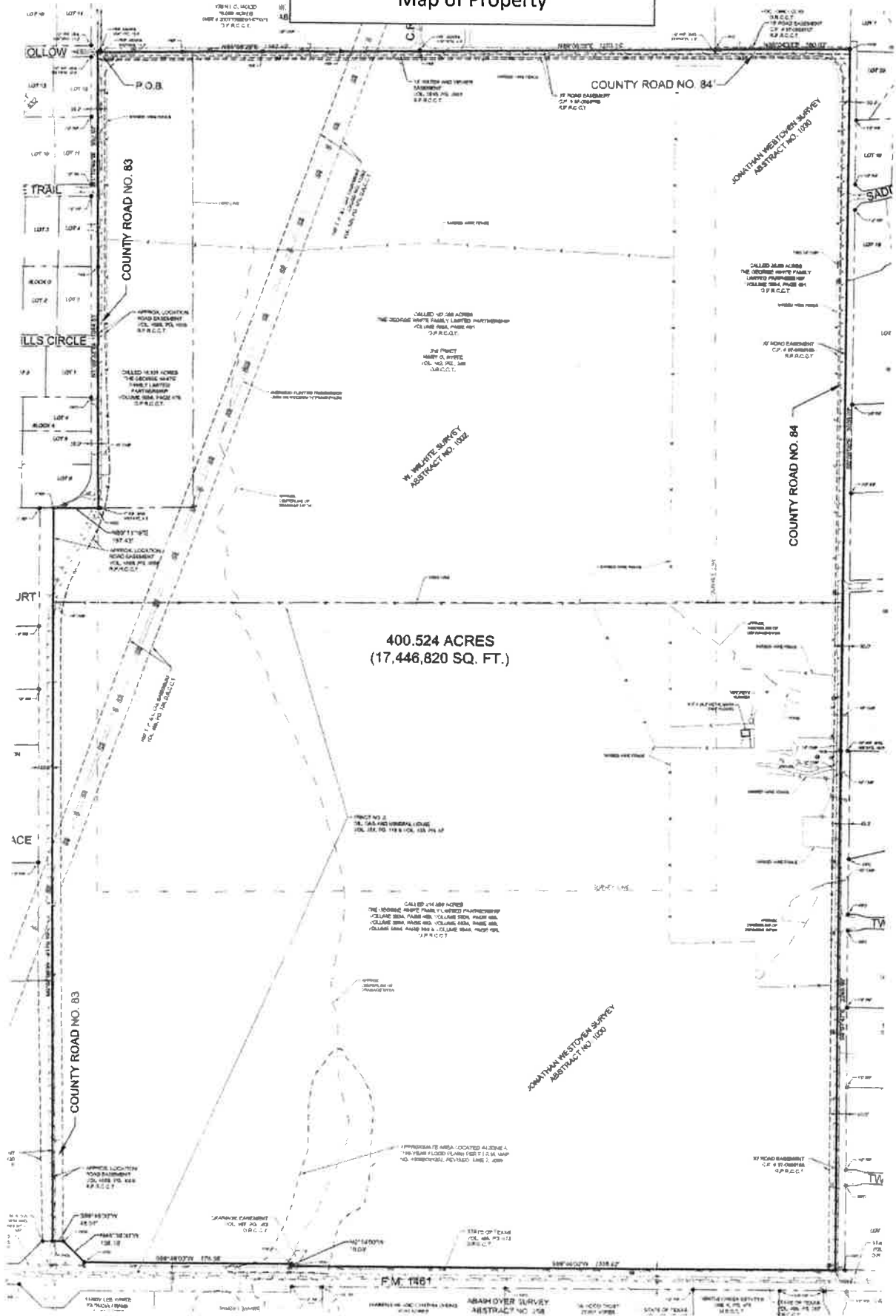
North 00 degrees 14 minutes 00 seconds West a distance of 10.00 feet to a 5/8 inch iron rod found;

South 89 degrees 46 minutes 00 seconds West a distance of 878.58 feet to a 5/8 inch iron rod found;

North 45 degrees 38 minutes 30 seconds West a distance of 128.18 feet to a 5/8 inch iron rod found;

South 89 degrees 46 minutes 00 seconds West a distance of 45.00 feet to the POINT OF BEGINNING and CONTAINING and 24.38 acres of land, more or less.

Exhibit B Map of Property



LAND USE AREA SUMMARY:				
ZONING AREA	GROSS ACRES	LAND USE GROSS ACRES	NET ACRES	LAND USE NET ACRES
Area A	+/- 42.5	Single-Family +/- 376.1 ac.	+/- 38.4	Single-Family +/- 343.6 ac.
Area B	+/- 277.4		+/- 265.4	
Area C	+/- 24.6		+/- 17.8	
Area D	+/- 12.7		+/- 11.6	
Area E	+/- 18.9		+/- 10.6	
Area F	+/- 24.4	MU +/- 24.4 ac.	+/- 21.1	MU +/- 21.1 ac.
Total	+/- 400.5	+/- 400.5	+/- 364.9	+/- 364.9

C.R. 84 between Coit Road and C.R. 83 will be abandoned by the City at no cost to Owner at the time the future east-west C.R. 83 is constructed as illustrated on the 2014 Thoroughfare Plan. The abandoned R.O.W. will be included in Areas C & D of the Wells South Tract and has been included in the gross and net acreages described in the Land Use Area Summary table.

SINGLE-FAMILY RESIDENTIAL SUMMARY FOR AREAS A, B, C, D AND E:					
	LAND USE PRODUCT TYPE	MINIMUM LOT WIDTH	NET ACRES	ALLOWED % OF UNITS	DENSITY
	Type I	50 feet	+/- 305.4	50% max.	3.8 du/ac
	Type II	60 feet		30% min.	
	Type III	70 feet		20% min.	
Total Maximum Dwelling Units = 1,351					

GENERAL NOTES:

- The thoroughfare alignment(s) shown on this exhibit are for illustration purposes only and does not set the alignment. The alignment will be consistent with the Plan For Development and determined on final plat.
- A maximum thirty feet (30') of right-of-way will be required for C.R. 83 on the western boundary, as well as C.R. 84 on the eastern boundary and on the northern boundary east of Coit Rd., for an ultimate right-of-way width of sixty feet (60').



This segment of C.R. 83 (2.56 acres) will be abandoned by the City at no cost to Owner at the time the future east-west C.R. 83 is constructed as illustrated on the 2014 Thoroughfare Plan. The abandoned R.O.W. will be included in Area E of the Wells South Tract and has been included in the gross and net acreages described in the Land Use Area Summary table.

C.R. 83

SINGLE-FAMILY RESIDENTIAL SUMMARY:

LAND USE PRODUCT TYPE	MINIMUM LOT WIDTH	NET ACRES	ALLOWED % OF UNITS	DENSITY
Type I	50 feet	+/- 305.4	50% max.	3.8 du/ac
Type II	60 feet		30% min.	
Type III	70 feet		20% min.	
Total Maximum Dwelling Units = 1,351				

C.R. 84

This segment of C.R. 83 (2.56 acres) will be abandoned by the City at no cost to Owner at the time the future C.R. 83 is abandoned. The abandoned ROW will be included in Area E of the Wells South Tract.

GENERAL NOTES:

- Contour Interval = one foot (1')
- The thoroughfare alignment(s) shown on this exhibit are for illustration purposes only and does not set the alignment. The alignment will be consistent with the Plan For Development and determined on final plat.
- A maximum thirty feet (30') of right-of-way will be required for C.R. 83 on the western boundary, as well as C.R. 84 on the eastern boundary and on the northern boundary east of Coit Rd., for an ultimate right-of-way width of sixty feet (60').
- The following information on the Concept Plan is informational only and subject to change by the Owner: the lot layout, the location of different single family product types, the street layout, points of ingress and egress, and the location, size, shapes, and configuration of open space.

WELLS SOUTH TRACT Exhibit C - Concept Plan

📍 Celina, TX 📅 June 02, 2015

The information shown is based on the best information available and is subject to change without notice.

HILLWOOD[®]
COMMUNITIES
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TBC James Knapp
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Exhibit D
Development Regulations

The following shall constitute the Wells South Tract Planned Development Regulations:

1. **Purpose.** The purpose and intent of these Development Regulations is to create a unique and well-designed master planned community to preserve natural features, open space, and other topographical features of the land. The community will be a walkable environment where the amenities will consist of long, contiguous open space greenways with hike and bike trails that connect the entire community and promote connectivity of the community to the City of Celina. The project will promote a sense of community, environmental stewardship, and healthy living, embrace new technology, and attempt to educate its residences through the project's design and planning principles.
2. **Definitions.** All terms used on this **Exhibit D** shall be defined as stated in the Agreement and the Zoning Ordinance, as applicable, except as follows:
 - a. Concept Plan means the drawing attached as **Exhibit C** to this Agreement, as amended from time to time in accordance with Section 3.02 of this Agreement.
 - b. Open space means any publicly or privately owned or accessible property containing a minimum of 10,000 square feet in area and being at least 15 feet in width or 100 feet in length, with no slope greater than eight percent, exclusive of rights-of-way, that is designated as open space at the time of platting. Open space may include bodies of water, trails, landscaped or hardscaped areas, trails, and other similar features. Notwithstanding anything to the contrary, areas within the Coit Road landscape buffer (whether or not within the right-of-way) and areas within the Oncor electric easement may be counted as open space regardless of size, slope, or other factors. Typically, open space will not be individually owned, and will be for the common use or enjoyment of the residents within the Property. The City Manager may allow full or partial open space credit for areas exceeding the maximum eight percent slope if it is determined that such are environmentally or aesthetically significant and their existence enhances the development or surrounding area.
 - c. Zoning Ordinance means the comprehensive zoning ordinance of the City, as amended from time to time.
3. **Applicable Regulations and Conflicts; Concept Plans and Site Plans.**
 - a. Development and use of the Property shall comply with this Agreement and the Zoning Ordinance. In the event of a conflict between this Agreement and the Zoning Ordinance, this Agreement controls. Areas A through E, as shown on the Concept Plan and more particularly described on **Exhibit A-1**, shall be governed by the SF-R residential zoning district in the Zoning Ordinance, as amended by this **Exhibit D**. Area F, as shown on the Concept Plan and more particularly

described on **Exhibit A-1**, shall be governed, as determined by the developer at the time of platting, by either SF-R or MU-2, as amended by this **Exhibit D**.

- b. The Concept Plan attached as **Exhibit C** is a conceptual plan that illustrates how the Property could be developed with single family uses. The following information on the Concept Plan is informational only and subject to change by the Owner: the lot layout, the location of different single family product types, the street layout, points of ingress and egress, and the location, size, shapes, and configuration of open space. Revisions other than the foregoing revisions to the Concept Plan may be made in accordance with Section 3.02 of the Agreement.
- c. Prior to the development of portions of the Property located in Area F, a concept plan and site plan for each non-single family project within that area must be approved in accordance with Division 7 of the Zoning Ordinance in effect on the Effective Date (defined in Article III of the Agreement as the "Required Concept Plans and Site Plans"), except as follows:
 - i. No concept plan or site plan other than the Concept Plan attached as **Exhibit C** shall be required in connection with the PD zoning of the Property upon annexation. The Required Concept Plans and Site Plans for Area F shall be required only as a condition to the issuance of a building permit. Required Concept Plans and Site Plans are not required for single family detached or attached development, including amenities, at any location within the Property.
 - ii. The Required Concept Plans and Site Plans for Area F may be submitted and approved on a project by project basis. No particular phasing is required, and no development schedule shall be required.
 - iii. The Division 7 process for approving the Required Concept Plans and Site Plans for Area F may not be used to require conditions that conflict with or are inconsistent with the terms of this **Exhibit D** or this Agreement.
 - iv. Consideration and approval of the Required Concept Plans and Site Plans for Area F shall be subject to the same notice and public hearing procedural requirements before the Planning and Zoning Commission and City Council that apply to any request in the City for a change of zoning. Section 14.02.226 of the Zoning Ordinance shall not apply, and the City shall not be authorized to require additional studies or information described in that section in connection with an application under this Section 3(c).

4. **General Regulations.**

- a. All single family detached and attached residences may have front entry garages and direct access from a dedicated public street. All front entry garage doors

must be in line with, or set back from, the front facade of the home as shown on Attachment 1. This requirement does not apply to a j-swing garage.

- b. No particular phasing of any area shown on the Concept Plan is required.
5. Use Regulations; Cap on Residential Units. The uses permitted by this Section 5 are permitted. In addition, any residential or commercial use that is less intense than permitted uses within the designated area, as reasonably determined by the Director of Planning and Development Services, is also permitted. The uses authorized by this Section 5 are the only uses permitted on the Property.
- a. Areas A through E: SF-R single family residential district uses and the associated uses defined in Section 14.03.008 of the Zoning Ordinance, on the Effective Date of this Agreement, are permitted to the same extent they are permitted in the SF-R district. For example, if a use is permitted by right in the SF-R zoning district, that use is permitted by right in Areas A through E. If a use is permitted by SUP in the SF-R zoning district, that use is permitted by SUP in Areas A through E. The maximum number of residential lots in Areas A through E combined shall be 1,351. Within Areas A through E, at full build out (i) a maximum of 50 percent shall be Type I lots; (ii) a minimum of 30 percent shall be Type II lots; and (iii) a minimum of 20 percent shall be Type III lots.
 - b. Area F:
 - i. The MU-2 mixed use regional district uses identified on Attachment 2 are permitted by right.
 - ii. Single family detached homes, townhouses, and permitted non-residential uses identified on Attachment 2 are permitted by right. A minimum of five acres within Area F shall be reserved exclusively for non-residential uses as more specifically described in Section 6(d).
 - iii. Duplex uses are prohibited in Area F.
 - iv. Accessory dwellings are prohibited.
 - v. Residential uses are permitted within Area F at a density not to exceed nine dwelling units per gross acre.
6. Area Regulations. The regulations in Section 5 and this Section 6 shall serve as the exclusive regulations governing residential density (regardless of the type of residential use), as well as the following with respect to single family detached development only: lot size, width, and depth, setbacks, roof pitch, lot coverage, and minimum dwelling unit size.
- a. Single Family Detached in Areas A through F. The regulations in the table below in this Section 6 shall apply to all single family detached residential lots within

the Property. In addition, single family detached homes in Area F may be developed in accordance with the patio home standards in Section 6(b). All single family detached homes within the Property (including, but not limited to, patio homes) that are on a key lot shall meet the minimum front yard setback requirement along both street frontages. A key lot is a corner lot with a rear yard that is adjacent to the front yard of the adjoining lot.

	Type I Lots	Type II Lots	Type III Lots
Minimum lot width	50 feet	60 feet	70 feet
Minimum lot depth	110 feet	115 feet	115 feet
Minimum lot area	5,500 square feet	7,000 square feet	8,500 square feet
Minimum front yard setback (applies to both streets for key lots)	20 feet	20 feet generally 15 feet if the house has a j-swing garage	25 feet 15 feet if the house has a j-swing garage
Minimum rear yard setback	20 feet	20 feet	20 feet
Minimum side yard setback	5 feet generally 15 feet on corner side yards	5 feet generally 15 feet on corner side yards	7 feet generally 15 feet on corner side yards
Minimum front porch setback	15 feet	15 feet	20 feet
Minimum primary roof pitch*	6:12	8:12	8:12
Maximum percentage of impervious lot cover**	60 percent	60 percent	60 percent
Minimum dwelling unit size (air conditioned floor area)	1,600 square feet	1,800 square feet	2,000 square feet
Accessory building setbacks	Minimum front yard setback – 50 feet Minimum side yard setback generally – 3 feet Minimum setback for corner side yard – 15 feet Minimum rear setback – 3 feet		
Minimum off-street parking requirements	At a minimum, each dwelling unit shall provide: • 2 parking spaces within an enclosed garage • 2 unenclosed parking spaces (which may be included within a setback area)		

*Primary roof pitch does not include roofs over architectural features or enhancements, such as porches and dormers.

****Impervious lot cover limitations apply only to the footprint of an enclosed building, including enclosed garages, and excluding patios and porches (whether covered or uncovered), driveways, sidewalks, and other similar improvements that are not part of an enclosed building.**

b. Single Family Detached (Patio Homes) in Area F. Single family detached homes may be developed pursuant to the following patio home standards:

- i. Minimum front yard setback: 20 feet (applies to both streets for key lots)
- ii. Minimum side yard setback:
 1. Zero sided option: 0 feet on one side and 10 feet on the other side, except 15 feet on corner side yards
 2. Center option: 5 feet on both sides, except 15 feet on corner side yards
- iii. Minimum rear yard setback: 12 feet
- iv. Minimum lot area: 5,000 square feet for a zero side option, and 6,000 square feet for a center option
- v. Minimum lot width: 40 feet
- vi. Minimum lot depth: 90 feet
- vii. Minimum dwelling unit size (air conditioned floor area): 1,200 square feet
- viii. Minimum primary roof pitch: 6:12. Primary roof pitch does not include roofs over architectural features or enhancements, such as porches and dormers.
- ix. Maximum height and number of stories: 40 feet and 2.5 stories, subject to Section 6(f) below.
- x. Maximum impervious lot cover: 55 percent. Impervious lot cover limitations apply only to the footprint of an enclosed building, including enclosed garages, and excluding patios and porches (whether covered or uncovered), driveways, sidewalks, and other similar improvements that are not part of an enclosed building.
- xi. Accessory building setbacks: same requirements that apply to Type I, II, and III lots

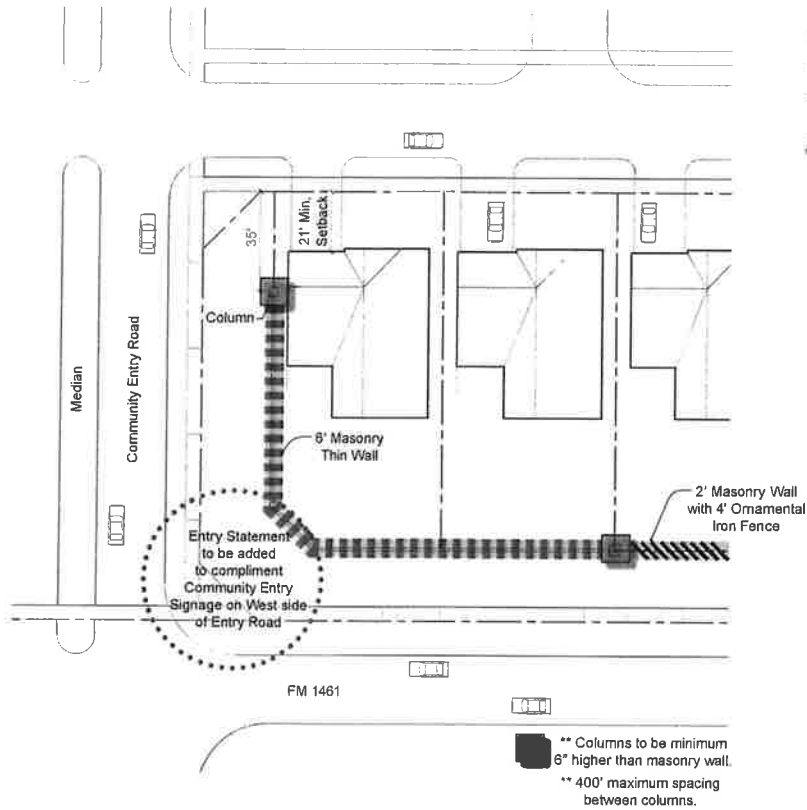
- xii. Minimum off-street parking: same requirements that apply to Type I, II, and III lots
 - c. Townhouses in Area F. Within Area F, townhouses shall be developed in accordance with the height regulations and area regulations of the TH zoning district set forth in Section 14.03.017 of the Zoning Ordinance.
 - d. Nonresidential in Area F. Within Area F, nonresidential uses shall be developed in accordance with the perimeter setback regulations and lot regulations of the MU-2 zoning district set forth in Section 14.03.006(a)-(d) of the Zoning Ordinance, subject to the height limitations in Section 6(f) below. A minimum of 5 acres in Area F shall be developed as purely retail and/or office with no residential component. No other requirements in Section 14.03.006 shall apply to Area F. Nonresidential lots shall back or side to any adjacent single family residential property.
7. Building Materials. Exterior Building Facade for Residential Main Structures. Except as follows, all exterior building facades shall meet the requirements in Section 14.05.152 of the Zoning Ordinance: Single family detached residential structures (primary and accessory) shall comply with the applicable requirements in Section 14.05.152 of the Zoning Ordinance in effect on the Effective Date, except that cementitious fiberboard may be used in the same vertical plane as the first story if it is interrupted with an intersecting roof line or another architectural element. No other building design or architectural standards shall apply to detached single family residences.
8. Screening and Landscaping Regulations. Landscaping and screening along Coit Road, CR-83, CR-84, and FM 1461 shall be provided as shown in one of the options in the conceptual drawings on Attachment 3. All required landscaping materials shall be selected from the recommended list on Attachment 4. Internal landscaping and screening shall comply with the internal landscaping edge treatment exhibit on Attachment 3. Where trees are shown along streets, trees must average a minimum of one tree per 50 feet of street frontage, but are not required to be evenly spaced and may be clustered. Section 14.05.122 of the Zoning Ordinance shall apply only when a nonresidential use in Area F abuts any residential use adjacent to the boundary of Area F, and a minimum six foot tall solid masonry wall shall be required in that instance.
9. Open Space Regulations.
- a. A minimum of 35 acres of open space shall be provided within the Property in general conformance with the conceptual open space and trail plan attached as Attachment 5, and all of the approximately 41 acres of open space shown on that attachment, including the proposed open space uses and improvements within such 41 acres, shall qualify for purposes of satisfying the requirement for 35 acres of open space. The size, location, shape, and number of open space areas shown on the plan is conceptual and subject to change based on the final design of lot and street layouts at the time of platting.

- b. Area F shall incorporate at least 20 percent of open space consistent with the requirements of the MU-2 zoning district.
 - c. Maintenance of open space may be funded through the PID or by a homeowners association. If the maintenance of open space is funded through the PID, a homeowners association shall also be established to assume all of the PID's maintenance responsibilities under this paragraph when and if the PID is dissolved. If open space maintenance will be funded through the PID, a homeowners association shall own the open space, and a public use easement covering the open space and benefiting the City shall be recorded by separate instrument with each final plat that includes open space. When and if the PID is dissolved, the City has the sole option of terminating the easement, at which point the homeowners association that owns the open space shall have the sole responsibility for maintaining the open space.
 - d. Other than the provisions of parks or open space required by the Concept Plan and these Development Regulations, no park land dedication or construction of park improvements shall be required, and no fee related to maintenance of park improvements shall be required other than PID assessments.
 - e. This Section 9 shall serve as the exclusive open space requirement for the Property.
10. Trails and Sidewalks. Trails shall be constructed in general conformance with the conceptual open space and trail plan attached as Attachment 5. The exact location of trails shown on the plan is conceptual and subject to change based on the final design of lot and street layouts at the time of platting. The construction of trails may be phased with each affected plat. Sidewalks shall generally be curvilinear.
11. Street Sections. The Property may be developed in accordance with the conceptual street sections and street diagram shown on Attachment 3. The street sections may be used to design roadways, and may be modified by the developer with the approval of the Director of Planning and Development Services. The lot and street layouts on Attachment 3 are conceptual and subject to change at the time of platting.
12. Street Trees.
- a. Street trees, as shown on the conceptual street tree diagram attached as Attachment 6, may be provided in the parkway at the option of the developer to meet landscaping requirements for large trees on the adjacent lot, subject to approval by the Director of Planning and Development Services and the Fire Marshall at the time of building permit issuance. If street trees are approved, the developer shall, as a condition of the City's approval, do one of the following, as determined by the City, to fund resulting damages to streets, sidewalks, and utilities: (1) enter into a repair agreement obligating developer to make the

repairs and providing financial security of the ability to perform; or (2) consent to annual updates to PID assessments on the Property to fund repair costs.

- b. The lot and street layouts on Attachment 6 are conceptual and subject to change at the time of platting.
- c. For purposes of Attachment 6 and the landscaping regulations in the zoning ordinance, a large tree shall be a minimum of three inches in caliper at the time of planting, and a small or ornamental tree shall be a minimum of two inches in caliper at the time of planting.
- d. If trees are planted in the parkway in accordance with this section, the trees must have a minimum height clearance of 14 feet at maturity. Where trees are shown along streets, trees must average a minimum of one tree per 50 feet of street frontage, but are not required to be evenly spaced and may be clustered.

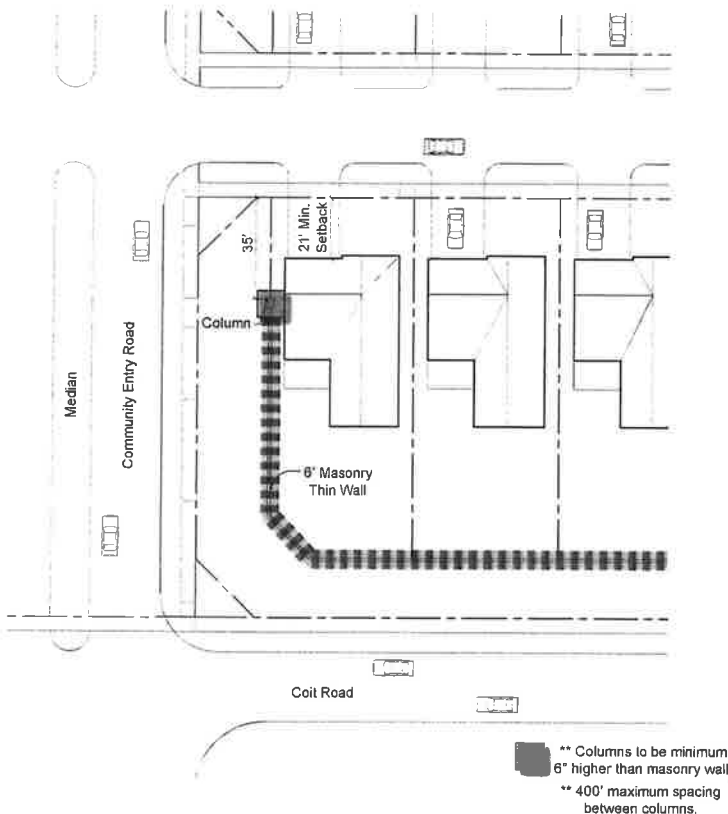
Community Entry at FM 1461 (Ornamental Fence Option)



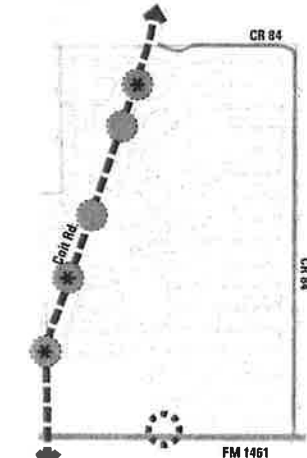
LEGEND

	6' Column
	2' Masonry Wall with Ornamental Fence
	6' Masonry Wall

Community Entry at Coit Road (Masonry Option)

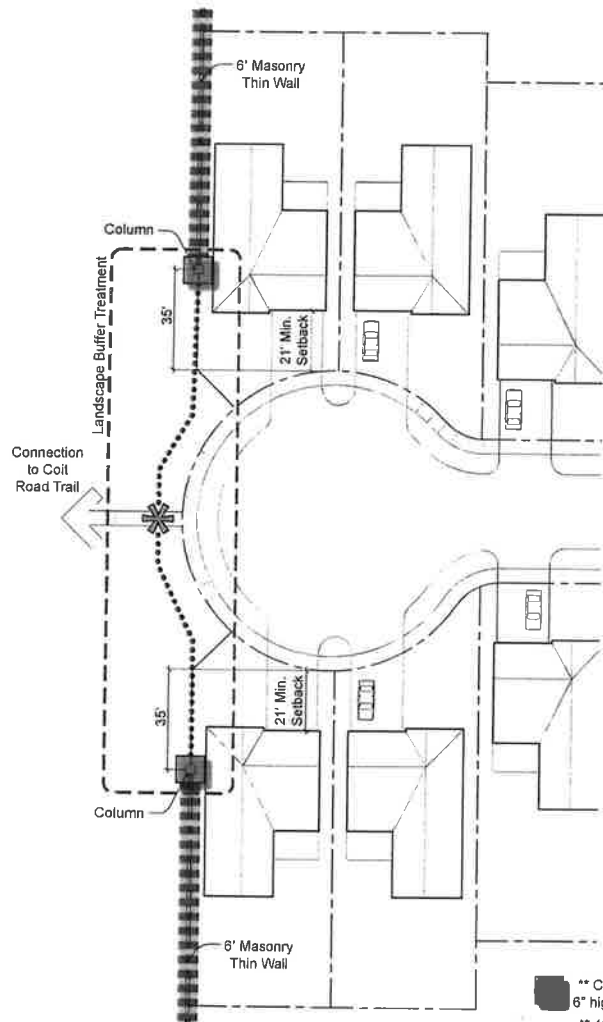


INDEX MAP



* Secondary Entries - These entries contain no median but shall have a similar screening condition.

Typical Cul-de-Sac

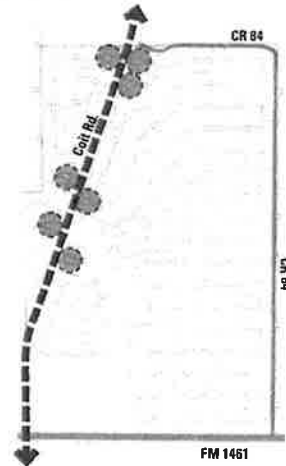


LEGEND

	6' Column
	6' Masonry Wall
	Decorative Metal Fencing (Min 4' Height)
	Decorative Metal Gate

** Columns to be minimum 6" higher than masonry wall.
 ** 400' maximum spacing between columns.

INDEX MAP



Attachment 2
Uses Permitted in Area F

The following uses are permitted by right in Area F except as noted with a "C" indicating a conditional use permit is required for that use in accordance with the conditional use permit requirements of the Zoning Ordinance:

1. Amusement park – C
2. Amusement ride – C
3. Amusement services (indoors)
4. Amusement services (outdoors) – C
5. Armed services recruiting center
6. Artist studio
7. Assisted living facility – C
8. Auto dealer (new) – C
9. Auto laundry or car wash – C
10. Auto repair (major) – C
11. Auto repair (minor) – C
12. Auto supply stores for new & rebuilt parts – C
13. Bakery or confectionery (retail)
14. Bank/credit union
15. Bed & breakfast inn – C
16. Caretaker's/guard's residence – C
17. Carnival – C
18. Child day care (business)
19. Church/place of worship
20. Club, private (Class I & II) – C
21. Community home – C
22. Concrete or asphalt batching plant (temporary) – C
23. Contractor's office/sales (with no outside storage)
24. Convenience store
25. Convenience store (with gas sales) – C
26. Day camp for children
27. Drapery, blind or furniture upholstery shop
28. Dry cleaning plant – C
29. Dwelling, single family attached (no duplex)
30. Fair ground/exhibition area – C
31. Family home (adult or child care) – C
32. Farmers market (public) – C
33. Feed and grain store
34. Food or grocery store
35. Franchise private utility – C
36. Fraternal organization, lodge or union – C
37. Funeral home (without crematorium) – C
38. Garden shop (inside storage)

39. General retail store
40. Group day care home – C
41. Home improvement center (lumber yard) – C
42. Hotel – C
43. Household appliance service and repair – C
44. Kiosk (providing a service) – C
45. Laundry/dry cleaning (drop off/pick up)
46. Living quarters on-site with a business – C
47. Medical facilities
48. Micro brewery - C
49. Mini-warehouse/self storage – C
50. Motorcycle sales and repair – C
51. Municipal facility
52. Nursery (grown for commercial purposes) – C
53. Nursery (retail sales outdoors)
54. Nursing/convalescent home – C
55. Office center
56. Offices (professional and general business)
57. Office warehouse – C
58. Outdoor retail sales/commercial promotion – C
59. Parking lot structure, commercial (auto) – C
60. Pawn shop – C
61. Personal services shop
62. Pet and animal grooming shop (no outdoor kennels/play area)
63. Propane sales (retail) – C
64. Rehabilitation care facility – C
65. Rehabilitation care institutions – C
66. Residential loft
67. Restaurant (with or without drive-through or drive-in services)
68. Retirement home/home for the aged – C
69. Rooming/boarding house – C
70. Seasonal business – C
71. Studio for radio or television (without tower) – C
72. Telemarketing agency – C
73. Temporary amusement rides – C
74. Temporary business – C
75. Theater or playhouse (indoor)
76. Tire dealer, with or without open storage – C

Note: Uses listed above that involve the sale or consumption of alcohol are permitted only to the extent permitted by applicable state alcohol laws.



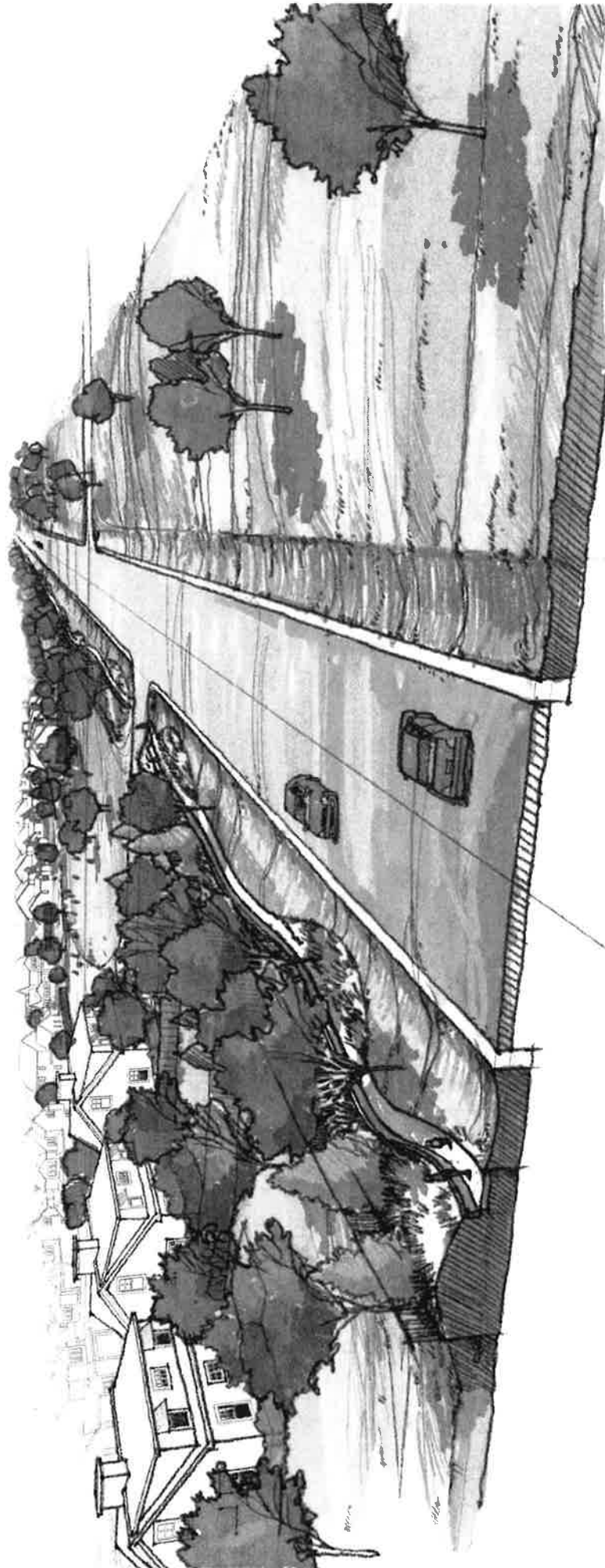
WELLS SOUTH TRACT / Attachment 3 - Landscape Edge Treatment Area

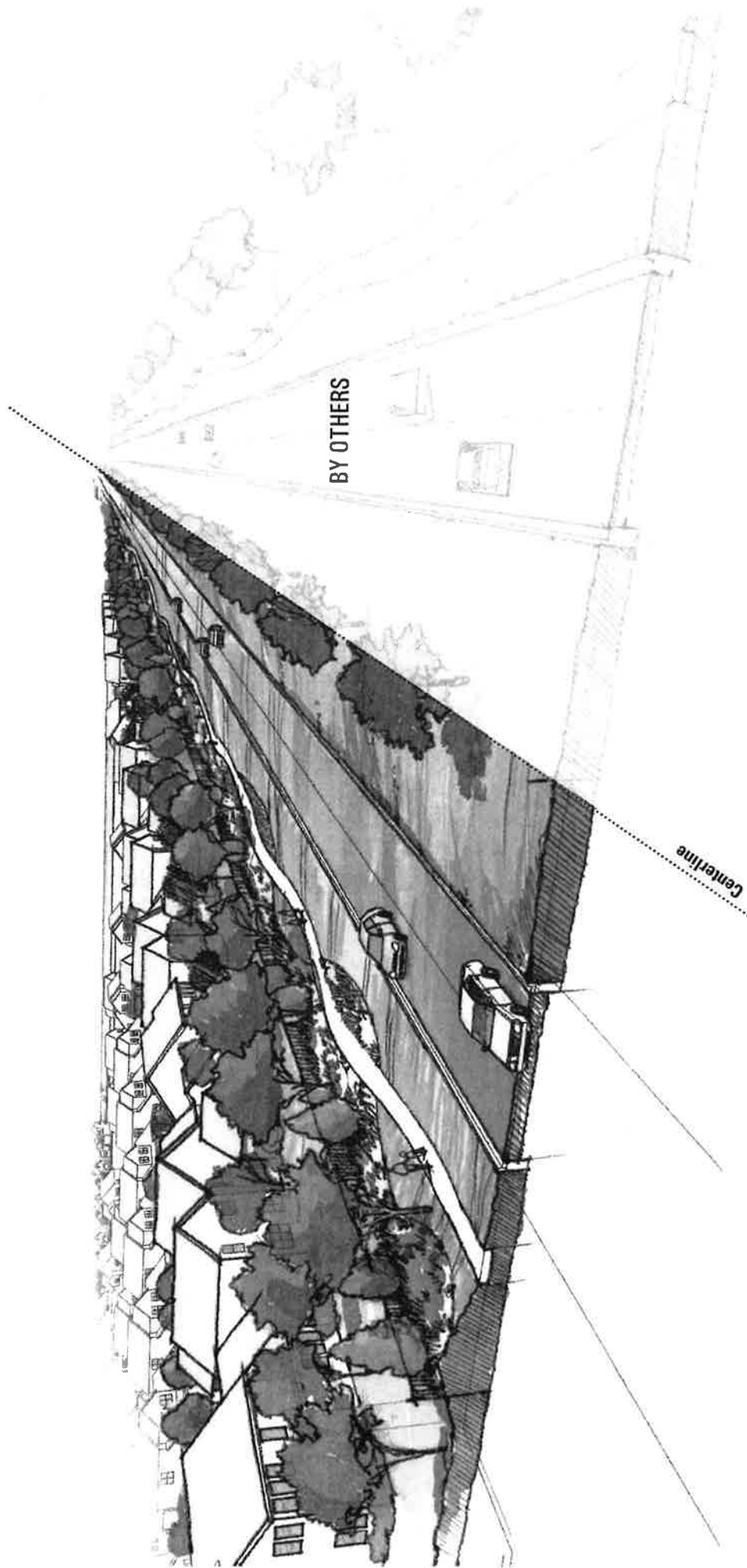
Celina, TX

The information shown is based on the best information available and is subject to change without notice.

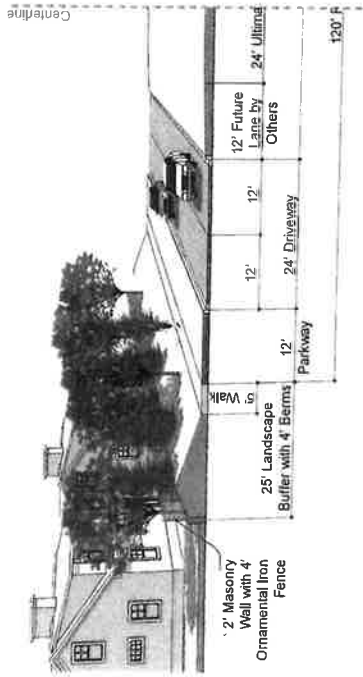
HILLWOOD
COMMUNITIES
Live Smart.

T.B.G.
 James
Knapp & Co.
and planning & design services



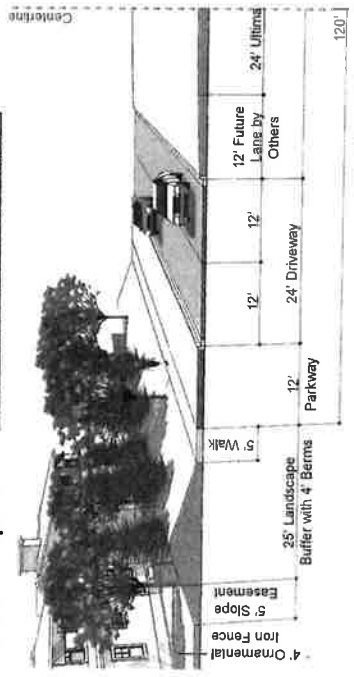


FM 1461 - Option 1



BY OTHERS

FM 1461 - Option 2

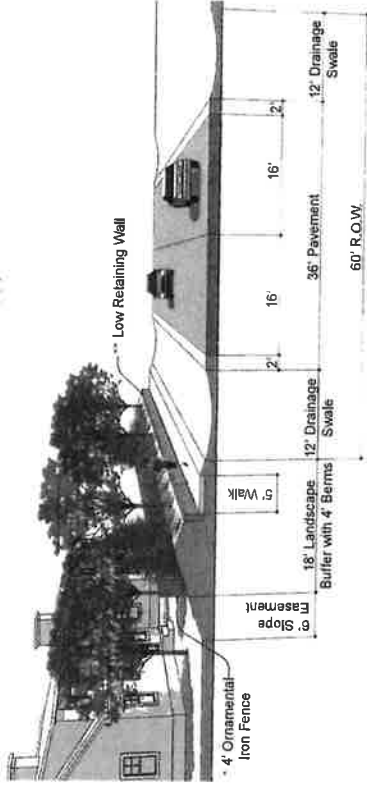


BY OTHERS

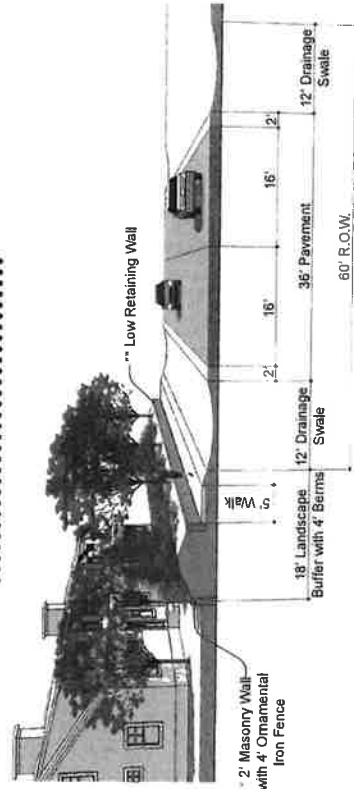
*No wood fences shall be used at rear or sides of residential homes along F.M. 1461.

** Trail shown for conceptual purposes only. The trail shall meander along F.M. 1461 and retaining walls shall only be built where necessary. Reference F.M. 1461 perspective for an example of meandering walk.

CR 84 - Option 1

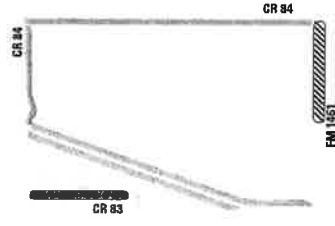


CR 84 - Option 2



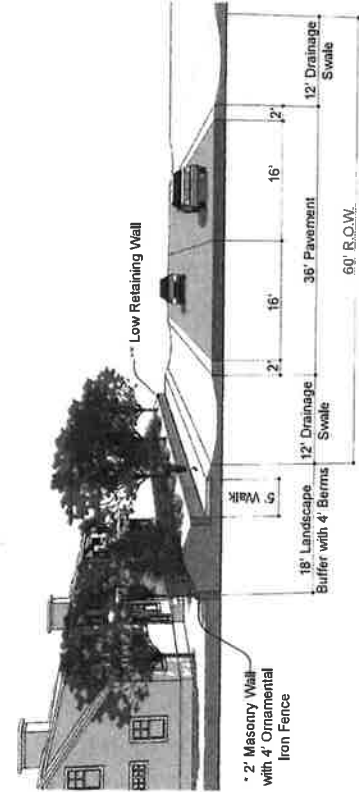
INDEX MAP

*No wood fences shall be used at rear or sides of residential homes along CR 84.
 ** Trail shown for conceptual purposes only. The trail shall meander along CR 84 and retaining walls shall only be built where necessary. Reference CR 84 perspective for an example of meandering walk.



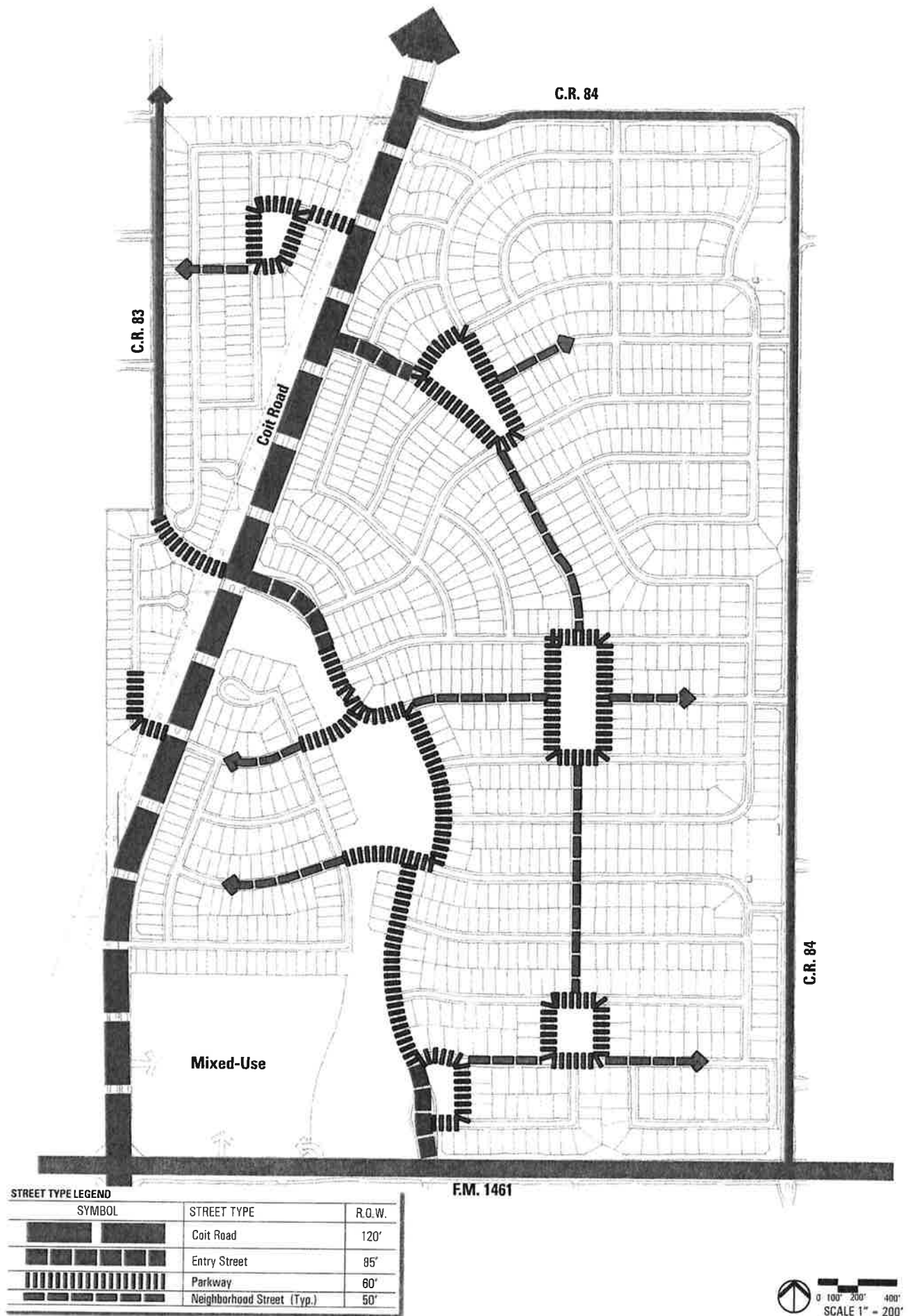


CR 83 - Option 2



*** Trail shown for conceptual purposes only. The trail shall meander along C.R. 83 and retaining walls shall only be built where necessary. Reference CR 83 perspective for an example of meandering walk.





WELLS SOUTH TRACT / Attachment 3 - Street System Diagram

Celina, TX

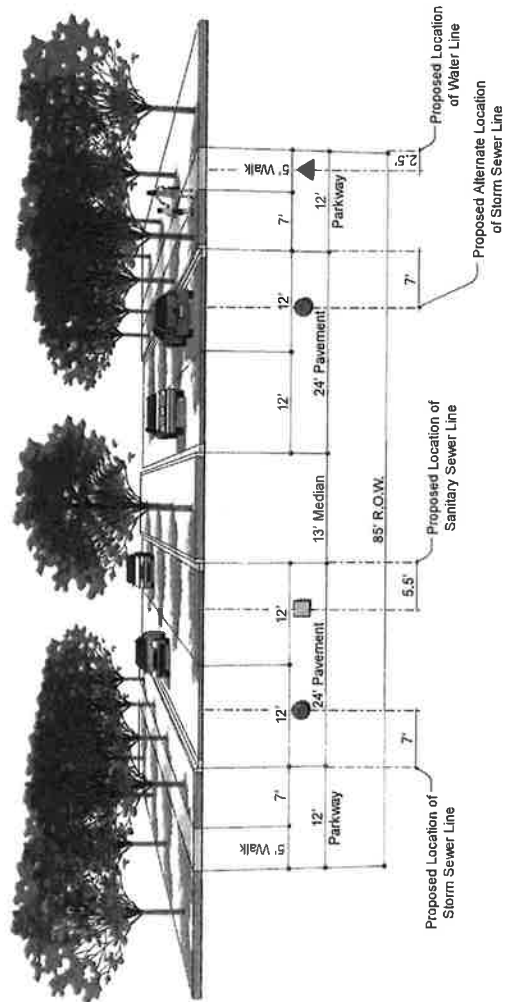
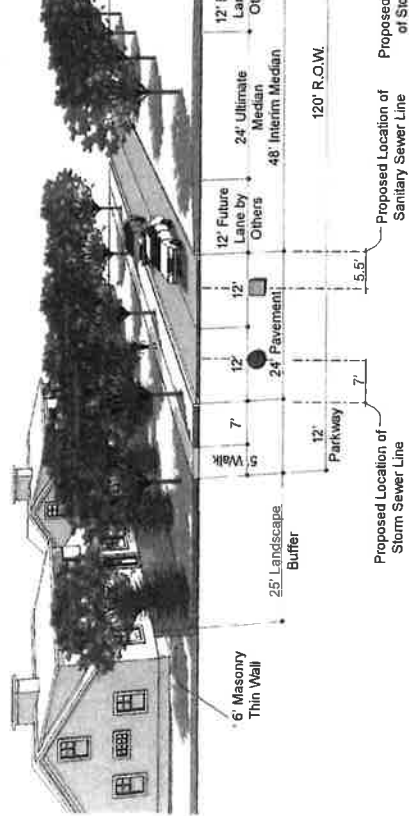
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HILLWOOD
COMMUNITIES
Live Smart

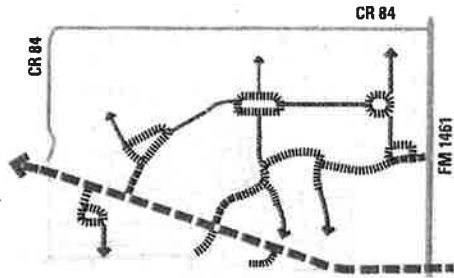
TBC
James Knapp
Page 637 of 1089

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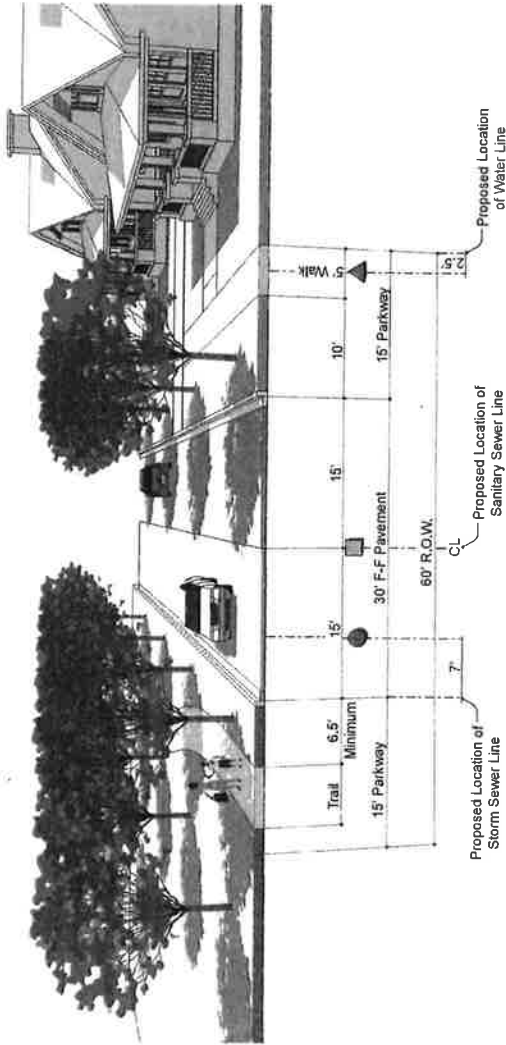


INDEX MAP

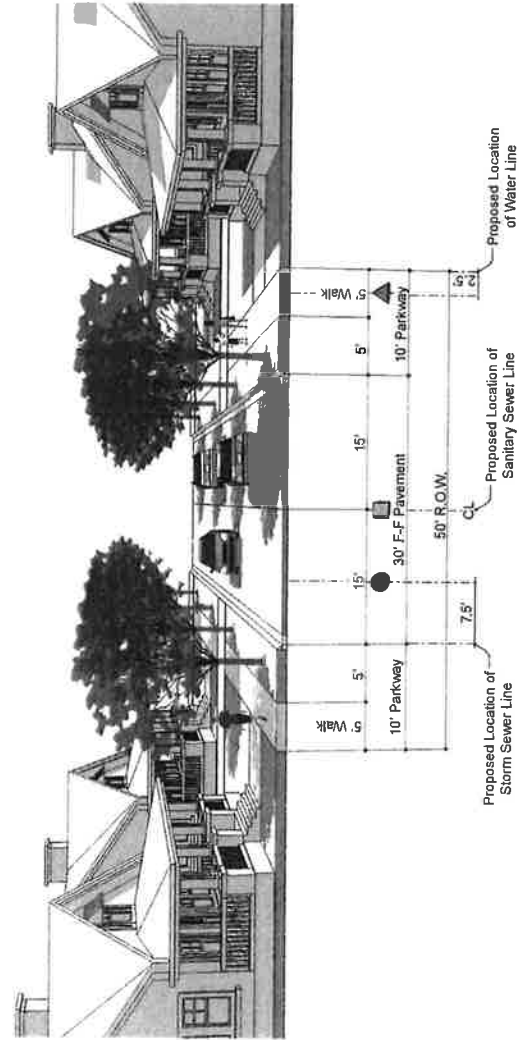


UTILITIES LEGEND	
	Storm Sewer Line
	Sanitary Sewer Line
	Water Line

Parkway

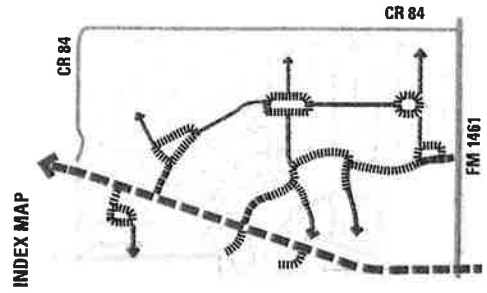


Neighborhood Street (Typ.)



UTILITIES LEGEND

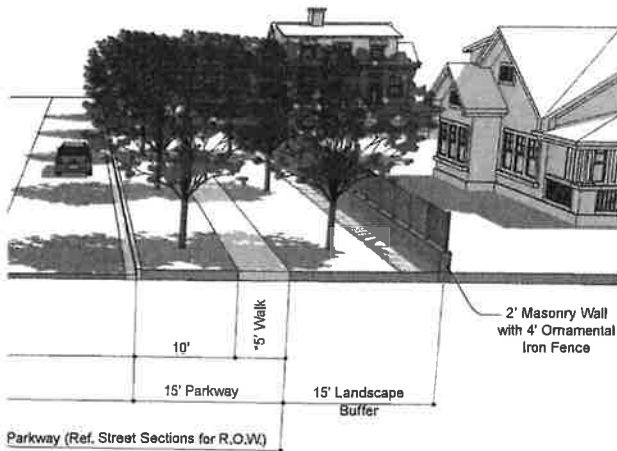
	Storm Sewer Line
	Sanitary Sewer Line
	Water Line



HILLWOOD
COMMUNITIES
Live Smart

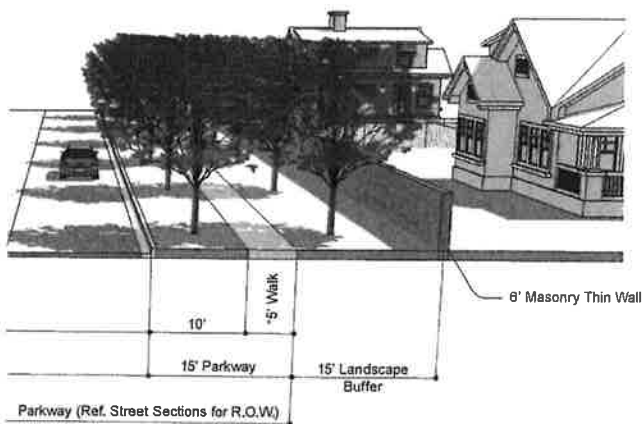
T B G
James Thompson

Side Lot Edge Treatment Option 1



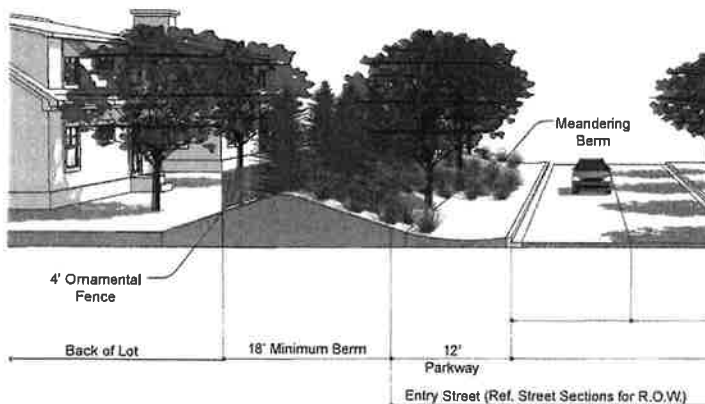
*Walk shown for conceptual purposes only. The walk shall meander through parkway.

Side Lot Edge Treatment Option 2



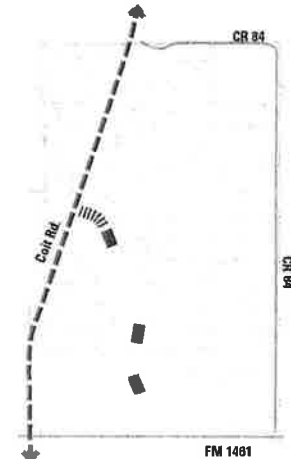
*Walk shown for conceptual purposes only. The walk shall meander through parkway.

Rear Lot Edge Treatment Option

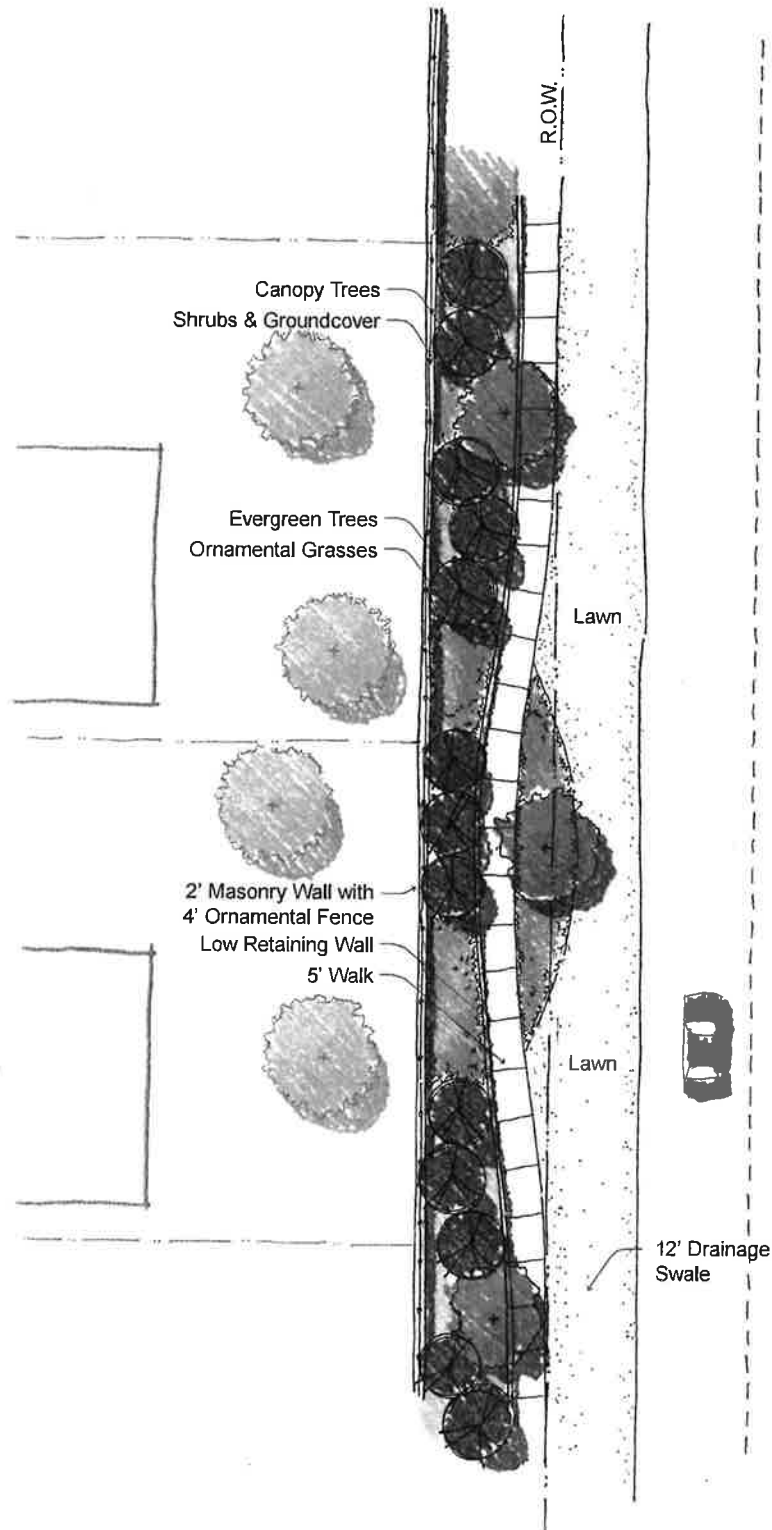


** Side lot edge treatment options can be applied to rear lot conditions.

INDEX MAP



Typical Landscape Edge Treatment Plan



Attachment 4
Recommended Planting List

Canopy Trees:

1. *Acer barbatum* var. *Caddo*. **Caddo Maple**
2. *Acer buergerianum*. **Trident Maple**
3. *Acer grandidentatum*. **Bigtooth Maple**
4. *Acer negundo*. **Boxelder Tree or Ashleaf Maple**
5. *Carya illinoensis*. **Pecan**, select Sioux or Desirable variety
6. *Fraxinus americana*. **White Ash**
7. *Fraxinus pennsylvanica*. **Green Ash**
8. *Fraxinus pennsylvanica* var. *Urbanite*. **Urbanite Ash**
9. *Fraxinus texensis*. **Texas Ash**
10. *Ginkgo biloba*. **Ginkgo**
11. *Gleditsia triacanthus* var. *Inermis*. **Inermis Thornless Honeylocust**
12. *Gymnocladus dioica*. **Kentucky Coffeetree**
13. *Juglans microcarpa*. **Texas Black Walnut**
14. *Koeleria paniculata*. **Goldenrain Tree**
15. *Pistacia chinensis*. **Chinese Pistache**
16. *Quercus acutissima*. **Sawtooth Oak**
17. *Quercus buckleyi*. **Texas Red Oak**
18. *Quercus durandii*. **Durand Oak**
19. *Quercus laceyana*. **Lacey Oak**, bluish foliage
20. *Quercus macrocarpa*. **Bur Oak**
21. *Quercus muhlenbergii*. **Chinquapin Oak**
22. *Quercus prinus*. **Chestnut Oak**
23. *Quercus shumardii*. **Shumard Red Oak**
24. *Quercus virginiana*. **Live Oak**
25. *Sapindus drummondii*. **Western Soap berry**
26. *Sideroxylon lanuginosum*. **Chittamwood**
27. *Taxodium ascendens*. **Pond Cypress**
28. *Taxodium distichum*. **Bald Cypress**
29. *Taxodium distichum* var. *Shawnee Brave*. **Shawnee Brave Bald Cypress**
30. *Ulmus alata*. **Winged Elm**
31. *Ulmus Americana* var. *Valley Forge*. **Valley Forge American Elm**, this variety is resistant to Dutch Elm Disease
32. *Ulmus crassifolia*. **Cedar Elm**
33. *Ulmus parvifolia*. **Lacebark Elm**
34. *Ulmus parvifolia* var. *Allee*. **Allee Elm**
35. *Zelkova serrata*. **Japanese Zelkova** - very drought tolerant

Accent Plants:

1. *Aesculus pavia*. **Red Buckeye**
2. *Aesculus parviflora*. **Bottlebrush Buckeye**

3. *Callicarpa americana*. **American Beautyberry**
4. *Callicarpa Americana* var. *Profusion*. **Profusion Beautyberry**
5. *Callicarpa dichotoma* var. *Early Amethyst*. **Early Amethyst Beautyberry**
6. *Carpinus betulus*. **European Hornbeam**
7. *Cephalanthus occidentalis*. **Button Bush**
8. *Cercis canadensis*. **Redbud** - full sun or understory tree
9. *Cercis canadensis* var. *Alba*, **White Redbud** - full sun or understory tree
10. *Cercis canadensis* var. *Texensis*, **Texas Redbud** - full sun or understory tree
11. *Cercis canadensis* var. *Mexicana*, **Mexican Redbud** - full sun or understory tree
12. *Cercis reniformis* var. *Oklahoma*, **Oklahoma Redbud** - full sun or understory tree
13. *Chilopsis linearis*, **Desert Willow**
14. *Chionanthus virginicus*, **White Fringe Tree**
15. *Cornus drummondii*, **Roughleaf Dogwood** - understory tree
16. *Cotinus obovatus*, **American Smoketree**
17. *Cupressus arizonica* - **Arizona Cypress**
18. *Cupressus sempervirens*, **Italian Cypress**
19. *Diospyros texana*, **Texas Persimmon**
20. *Foresteria pubescens*, **Elbow Bush**
21. *Hamamelis vernalis*, **Arkansas Witch Hazel**
22. *Hamamelis virginiana*, **Common Witch Hazel**
23. *Ilex decidua*, **Possumhaw Holly**
24. *Ilex decidua* var. *Finch's Golden*, **Finch's Golden Possumhaw Holly** - bright golden berries
25. *Ilex decidua* var. *Paco*, **Paco Possumhaw Holly** - deep orange berries
26. *Ilex decidua* var. *Warren's Red*, **Warren's Red Possumhaw Holly** - bright red berries
27. *Ilex* var. *Mary Nell*, **Mary Nell Holly**
28. *Ilex* var. *Nellie R. Steven's*, **Nellie R. Steven's Holly**
29. *Ilex vomitoria* var. *Pride of Houston*, **Pride of Houston Yaupon Holly**
30. *Ilex vomitoria* var. *Will Fleming*, **Will Fleming Yaupon Holly** - upright, 1-2' spread, no berries
31. *Juniperus asheii*, **Ash Juniper or Blueberry Juniper**
32. *Juniperus chinensis* var. *Blue Point*, **Blue Point Juniper** - blue color foliage
33. *Juniperus chinensis* var. *Spartan*, **Spartan Juniper** - more upright
34. *Juniperus virginiana*, **Eastern Red Cedar**
35. *Lagerstroemia indica* var. *Acoma*, **Acoma Crape Myrtle** - white with weeping, cascading growth habit
36. *Lagerstroemia indica* var. *Basham's Party Pink*, **Party Pink Crape Myrtle** - lavender pink
37. *Lagerstroemia indica* var. *Muskogee*, **Muskogee Crape Myrtle** - light lavender
38. *Lagerstroemia indica* var. *Natchez*, **Natchez Crape Myrtle** - White
39. *Lagerstroemia indica* var. *Sioux*, **Sioux Crape Myrtle** - vivid pink
40. *Lagerstroemia indica* var. *Tonto*, **Tonto Crape Myrtle** - deep red
41. *Lagerstroemia indica* var. *Tuscarora*, **Tuscarora Crape Myrtle** - coral pink
42. *Lagerstroemia indica* var. *Tuskegee*, **Tuskegee Crape Myrtle** - dark pink
43. *Leucana retusa*, **Lemonball or Goldenball Lead Tree** - very drought tolerant
44. *Undera benzoin*, **Spice Bush**

45. *Magnolia grandiflora* var. *Alta*, **Alta Magnolia** - upright and dense
46. *Magnolia grandiflora* var. *Claudia Wannamaker* - **Claudia Wannamaker Magnolia**
47. *Magnolia grandiflora* var. *Uttle Gem* - **Little Gem Magnolia**
48. *Magnolia stellata*, **Star Magnolia** - understory tree
49. *Magnolia soulangiana*, **Saucer Magnolia** - understory tree
50. *Pinus edulis*, **Pinion Pine**
51. *Pinus eldarica*, **Afghan Pine**
52. *Pinus nigra*, **Austrian Pine**
53. *Pinus pinea*, **Italian Stone Pine**
54. *Pinus thunbergi* L **Japanese Black Pine**
55. *Prosopis glandulosa*, **Honey Mesquite**
56. *Prunus mexicana*, **Mexican Plum**
57. *Rhamnus caroliniana*, **Carolina Buckthorn**
58. *Rhus aromatic*, **Fragrant Sumac**
59. *Rhus lanceolata*, **Prairie Flameleaf Sumac**
60. *Rhus microphylla*, **Littleleaf Sumac** - very. very drought tolerant
61. *Sophora affinis*, **Eve's Necklace**
62. *Ungnadia speciosa*, **Mexican Buckeye**
63. *Viburnum macrocephalum*, **Chinese Snowball Viburnum**
64. *Viburnum rufulum*, **Rusty Blackhaw** - good understory tree
65. *Vitex agnus-castus*, **Vitex** - purple variety
66. *Vitex agnus-castus* var. *Cooke's White*, **Cooke's White Vitex** - white variety

Shrubs:

1. *Abelia* var. *Rose Creek*, **Rose Creek Abelia**
2. *Abelia* var. *Kaleidoscope*, **Kaleidoscope Abelia**
3. *Abelia* var. *White Prostrate*, **White Prostrate Abelia**
4. *Agave* spp., **Agave**
5. *Buxus* var. *Wintergreen*, **Wintergreen Boxwood**
6. *Buxus* var. *Winter Gem*, **Winter Gem Boxwood**
7. *Ceanothus americana*, **New Jersey Tea Plant**
8. *Chaenomeles superba* var. *Texas Scarlet*, **Texas Scarlet Flowering Quince**
9. *Cotoneaster glaucophyllus*, **Gray Cotoneaster**
10. *Dalea formosa*, **Feather Dalea**
11. *Eupatorium greggii*, **Greg's Mist Flower**
12. *Hesperaloe funifera*, **Giant Red Yucca**
13. *Hesperaloe parviflora*, **False Red Yucca**
14. *Hesperaloe parviflora*, **False Yellow Yucca**
15. *Hibiscus coccineus*, **Texas Star Hibiscus**
16. *Hydrangea quercifolia*, **Oakleaf Hydrangea**
17. *Ilex vomitoria* var. *Nona*, **Dwarf Yaupon Holly**
18. *Ilex vomitoria* var. *Bordeaux*, **Bordeaux Dwarf Yaupon Holly**
19. *Lagerstroemia indica*, **Dwarf Crape Myrtle**, this plant is available in many colors and range of heights
20. *Leucophyllum frutescens*, **Texas Sage**
21. *Leucophyllum* var. *Greencloud*, **Greencloud Texas Sage**

22. *Leucophyllum* var. Silverado Dwarf. **Silverado Dwarf Texas Sage**
23. *Malvaviscus drummondii*. **Turk's Cap**
24. *Mimosa borealis*. **Fragrant Mimosa**
25. *Myrica pusilla*. **Dwarf Wax Myrtle**
26. *Opuntia ellisiana*. **Spineless Prickly Pear**
27. *Rhus michauxii* **Michaux's Sumac**
28. *Rosa* var. Belinda's Dream. **Belinda's Dream Rose**
29. *Rosa* var. Knockout. **Knockout Rose**
30. *Rosa* var. Martha Gonzalez. **Martha Gonzalez Rose**
31. *Rosa* var. Mutabilis. **Mutabilis Rose**
32. *Rosmarinus officinalis*. **Rosemary**
33. *Sedum* var. Autumn Joy. **Autumn Joy Sedum**
34. *Spirea vanhouttei*. **Bridal Wreath Spirea**
35. *Spirea japonica* var. Anthony Japonica. **Anthony Spirea**
36. *Symphoricarpos chenaultii* var. Hancock, **Hancock Snowberry**
37. *Symphoricarpos orbiculatus*, **Coralberry**
38. *Yucca filamentosa* var. Color Guard, **Color Guard Yucca**
39. *Yucca gloriosa* var. Variegata, **Variegated Spanish Dagger**
40. *Yucca pallida*, **Pale Leaf Yucca**
41. *Yucca recurvifolia*, **Softleaf Yucca**
42. *Yucca rigida*, **Blue Yucca**
43. *Yucca rostrata* var. Sapphire Skies, **Sapphire Skies Yucca**
44. *Yucca rupicola*, **Twisted Leaf Yucca**
45. *Yucca treculeana*, **Texas Bayonet Yucca**

Ornamental Grasses:

1. *Carex buchananii* var. Red Rooster, **Red Rooster Sedge**
2. *Carex cherokeensis*, **Cherokee Sedge**
3. *Carex divulsa*, **Meadow Sedge**
4. *Carex oshimensis* var. Everest **Everest Weeping Sedge**
5. *Carex oshimensis* var. Evergold, **Evergold Sedge**
6. *Carex perdentata*, **Webberville Sedge**
7. *Carex phyllocephala* var. Sparkler, **Sparkler Sedge**
8. *Chasmanthium latifolium*, **Inland Sea Oats**
9. *Cortaderia selloana* var. Pumila, **Dwarf Pampas Grass**
10. *Corynephorus canescens* var. Spiky Blue, **Spiky Blue Grass**
11. *Cyperus alternifolius*, **Umbrella Plant**
12. *Cyperus nanus*, **Compact Umbrella Plant**
13. *Dianella tasmanica* var. Variegata, **Variegated Flax Lily**
14. *Eragrostis curvula*, **Weeping Lovegrass**
15. *Eragrostis elliottii*. **Blue Lovegrass**
16. *Juncus inflexus* var. Blue Arrows, **Blue Arrows Rush**
17. *Juncus pallidus* var. Javelin, **Javelin Rush**
18. *Koeleria glauca* var. Coolio, **Coolio Blue Hair Grass**
19. *Koeleria glauca* var. Blue Sprite, **Blue Sprite Blue Hair Grass**
20. *Miscanthus sinensis* var. Adagio, **Adagio Miscanthus**

The Wells South Tract
Development Agreement

21. *Miscanthus sinensis* var. *Gracillimus*, **Maiden Grass**
22. *Muhlenbergia capillaris*, **Gulf Coast Muhly**
23. *Muhlenbergia capillaris* var. *Lenca*, **Regal Mist Pink Muhly**
24. *Muhlenbergia duboides*, **Weeping Muhly**
25. *Muhlenbergia dumosa*, **Bamboo Muhly**
26. *Muhlenbergia lindheimeri*, **Lindheimer Muhly**
27. *Panicum virgatum* var. *Dallas Blues*, **Dallas Blues Switchgrass**
28. *Panicum virgatum* var. *Heavy Metal*, **Heavy Metal Switchgrass**
29. *Schizachyrium scoparium*, **Little Bluestem**
30. *Stipa tenuissima*, **Mexican Feathergrass**

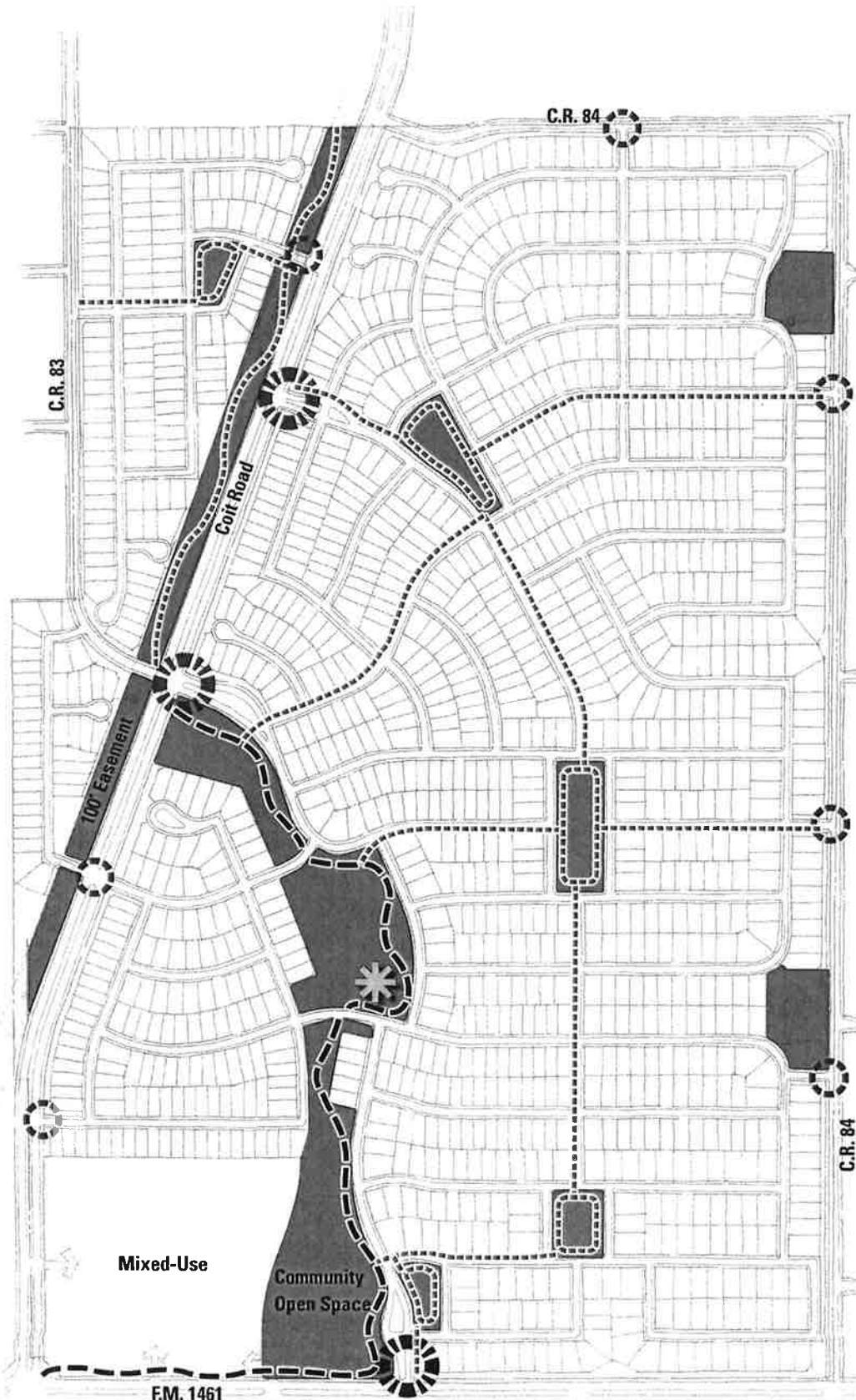
Perennials:

1. *Achillea* var. *Moonshine*, **Moonshine Yarrow**
2. *Anisacanthus quadrifidus wrightii*, **Flame Acanthus**
3. *Aquilegia chrysantha* var. *hinkcleyana*, **Texas Gold Columbine**
4. *Artemesia* var. *Powis Castle*, **Powis CasHe Artemesia**
5. *Aster oblongifolius*, **Fall Aster**
6. *Astrolepis sinuata*, **Wavy Scaly Cloakfern**
7. *Buddleia david ii*, **Butterfly Bush**
8. *Caillirhoe involucrate*, **Winecup**
9. *Calypocarpus vialis*, **Horse Herb**
10. *Chrysactinia mexicana*, **Damianita**
11. *Coreopsis lanceolata*, **Lanceleaf Coreopsis**
12. *Datura wrightii*, **Datura Jimson Weed**
13. *Dyschoriste linearis*, **Snake Herb**
14. *Echinacea purpurea*, **Purple Coneflower**
15. *Eupatorium greggii*, **Greg's Mist Flower**
16. *Gaura lindheimeri*, **Pink Gaura**
17. *Lantana horrida*, **Texas Lantana**
18. *Lavandula intermedia* var. *Provence*, **Provence Lavender**
19. *Lippia graveolens*, **Mexican Oregano**
20. *Marsilia macropoda*, **Clover Fern**
21. *Melampodium leucanthum*, **Blackfoot Daisy**
22. *Nepeta faassenii* var. *Walker's Low*, **Walker's Low Catmint**
23. *Nierembergia gracilis* var. *Starry Eyes*, **Starry Eyes Nierembergia**
24. *Oenothera missouriensis*, **Fluttermills**
25. *Penstemon tenuis*, **Brazos Penstemon**
26. *Perovskia atriplicifolia*, **Russian Sage**
27. *Physostegia virginiana*, **Fall Obedient Plant**
28. *Rosmarinus officinalis* var. *Prostratus*, **Prostrate Rosemary**
29. *Rudbeckia fulgida*, **Black-eyed Susan**
30. *Rudbeckia fulgida* var. *Goldsturm*, **Goldsturm Rudbeckia**
31. *Rudbeckia maxima*, **Giant Coneflower**
32. *Salvia chamaedryoides*, **Gray Shrub Sage**
33. *Salvia farinacea* var. *Henry Duelberg*, **Henry Duelberg Sage**
34. *Salvia greggii* var. *Autumn Sage*, **Autumn Sage Salvia**

35. Salvia hybrid. **Nuevo Leon Sage**
36. Salvia longispicata var. Indigo Spires, **Indigo Spires Salvia**
37. Salvia lyrata, **Lyre Leaf Sage**
38. Salvia roemeriana, **Cedar Sage**
39. Salvia var. May Night. **May Night Salvia**
40. Santolina chamaecyparissus, **Gray Santolina**
- 41 . Santolina pin nata, **Green Santolina**
42. Scytellaria ovate, **Heartleaf Skullcap**
43. Scutellaria suffrutescens, **Pink Skullcap**
44. Sedum var. Autumn Joy, **Autumn Joy Sedum**
45. Stachys byzantine, **Lamb's Ear**
46. Tetraneuris scaposa, **Four Nerve Daisy**
47. Thelypteris kunthii. **Southern Wood Fern**
48. Verbena canadensis var. Homestead Purple, **Homestead Purple Verbena**
49. Wedelia texana, **Orange Zexmenia**

Vines and Groundcover:

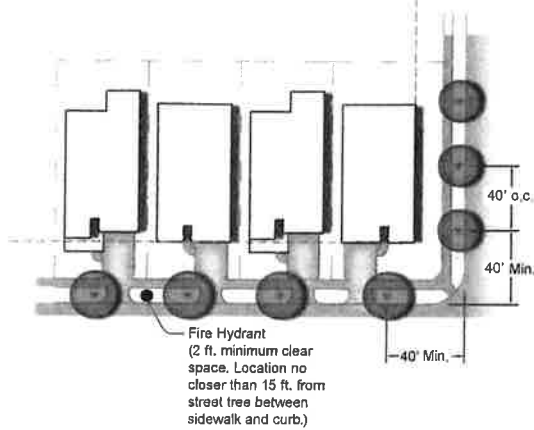
1. Bignonia capreolata var. Tangerine Beauty, **Tangerine Beauty Crossvine**
2. Campsis tagliabuana var. Madame Galen, **Madame Galen Trumpet creeper**
3. Campsis radicans var. MonbaL **Balboa Sunset Trumpet creeper**
4. Campsis radicans var. Flamingo, **Flamingo Trumpet creeper**
5. Campsis radicans var. Flava, **Yellow Trumpet creeper**
6. Clematis paniculata, **Sweet Autumn Clematis**
7. Clematis var. Henryi, **Henry's Clematis**
8. Clematis var. Jackmanii, **Jackmanii ClemaHs**
9. Clematis var. Ramona, **Ramona ClemaHs**
10. Gelsemium rankinii, **Swamp Jessamine**
- 11 . Gelsemium sempervirens, **Carolina Jessamine**
12. Ipomoea quamoclit, **Cypress Vine**
13. Ipomoea sinuate, **Alamo Vine**
14. Lonicera sempervirens, **Coral Honeysuckle**
15. Lonicera sempervirens, **Yellow Honeysuckle**
16. Maseagnia macroptera, **Butterfly Vine**
17. Mazus Reptans, **Mazus Reptans**
18. Parthenocissus quinquefolia, **Virginia Creeper**
19. Passiflora caerulea var. Blue Crown, **Blue Crown Passion Vine**
20. Passiflora incarnate cinnicata var. Incense, **Incense Passion Vine**
21. Phyla nodiflora, **Texas Frogfruit**
22. Sedum spp., **Sedum**
23. Vinca Major, **Vinca Major**
24. Vinca Minor, **Vinca Minor**
25. Wisteria frutescens, **Texas Wisteria**



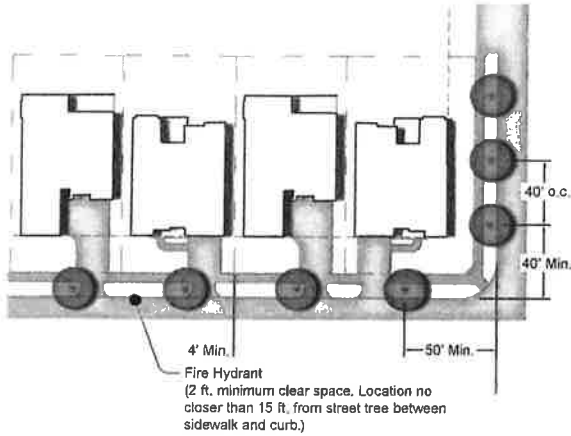
AMENITIES & OPEN SPACE		TRAILS	NOTES
	Secondary Entry	8' (minimum width) Regional Hike & Bike Trail	City Standard Open Space Requirement -- One acre per every 75 housing units = 17.3 acres *For informational purposes only
	Primary Entry	6' (minimum width) Trail	
	Amenity Center	** 6' Trails in front of homes to be built by builder.	
	Open Space	* 5' minimum width on all other walks	
		** Material on all walks and trails to be concrete, City shall consider design alternative materials such as decomposed granite at the time of design.	



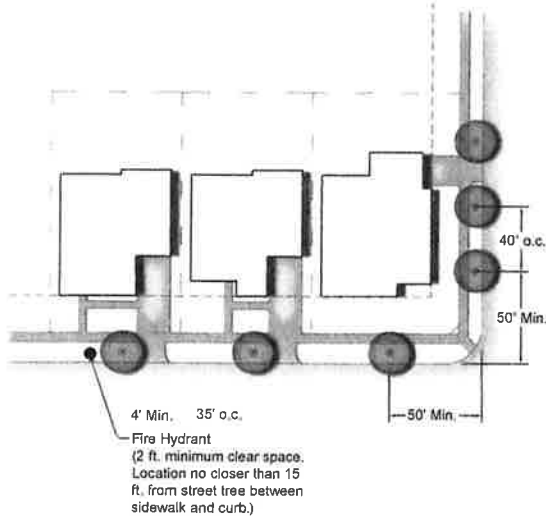
50' Lot Street Tree Layout



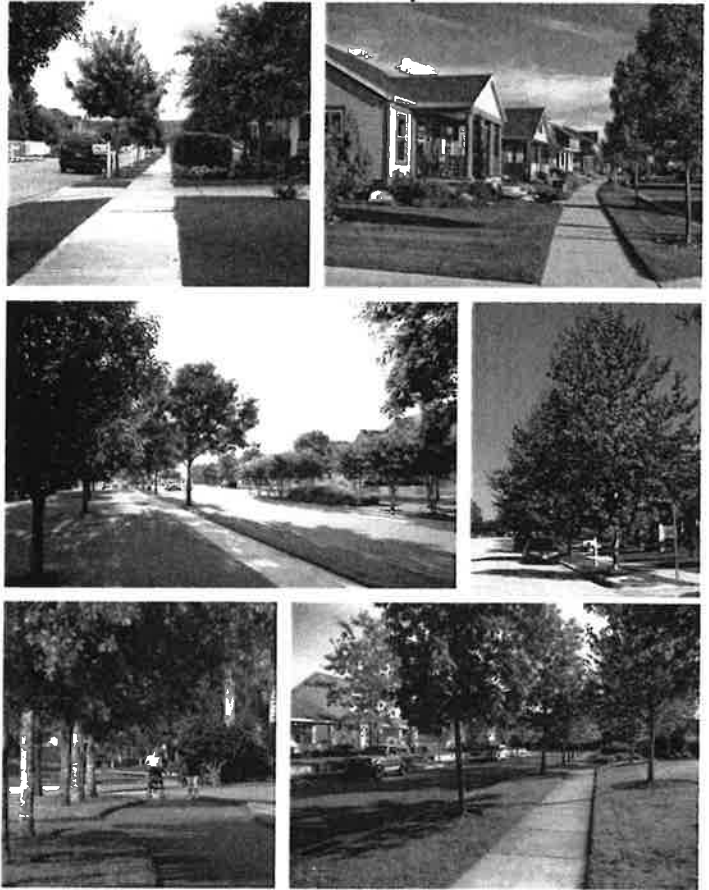
60' Lot Street Tree Layout



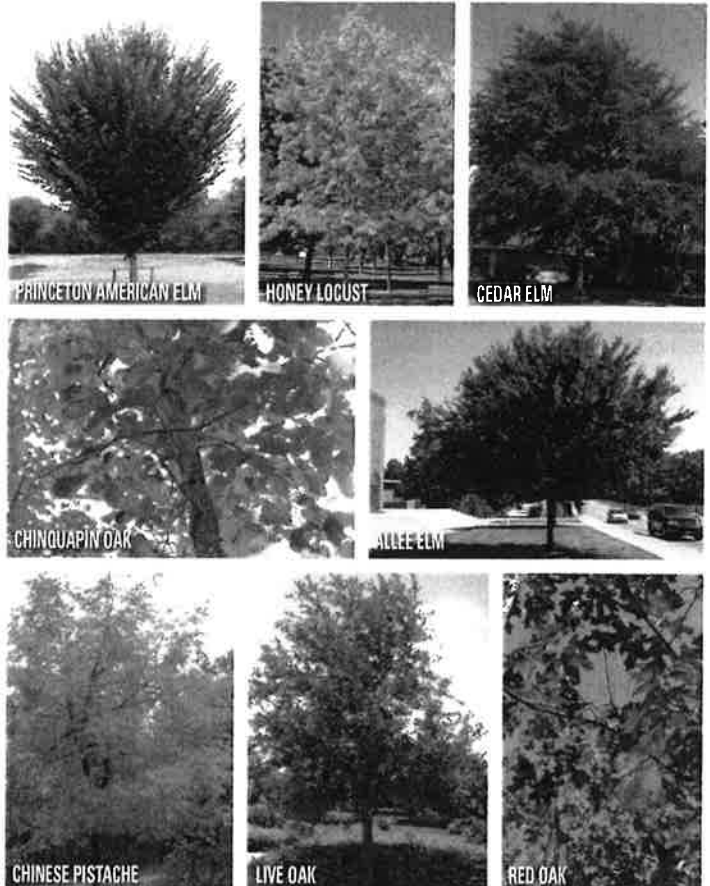
70' Lot Street Tree Layout



Tree Lined Street Examples



Street Tree Palette



**Street trees are subject to section 12 of Exhibit D.

Exhibit E
Special Regulations

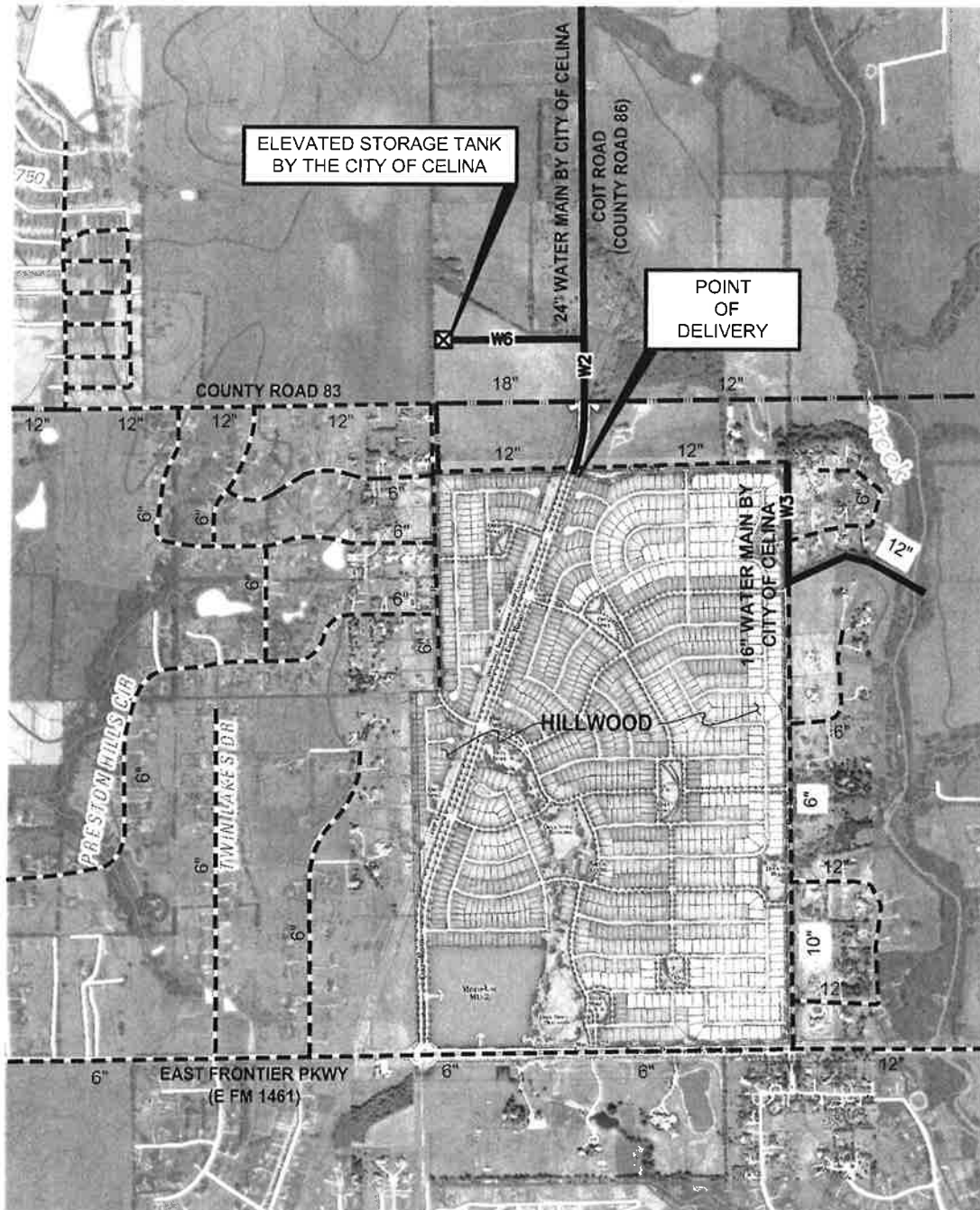
1. The City agrees to approve final occupancy of completed residential structures as soon as sufficient fire service is in place and fire access has been established, subject to the developer providing a bond sufficient to secure the cost of completion of any public improvement that has not been completed and accepted at the time of the City's approval of final occupancy.
2. As construction of each phase is completed, representatives of the City shall inspect the water, sewer, drainage, and roadway improvements. If the City finds that such improvements have been completed in accordance with the final plats and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws, rules, and regulations, the City shall accept the same whereupon ownership of such improvements shall be transferred to the City and be operated and maintained by the City at its sole expense. The requirement for acceptance does not apply to recreational facilities and landscaping improvements that will be maintained by a homeowners association or public improvement district. Installation of franchise utilities shall be a requirement for acceptance, except that the developer may sell up to thirty percent of the lots within a platted phase without the completion of such installation if the developer indemnifies the City for any damage to the accepted improvements that results from the franchise utility provider installing such utilities after acceptance by the City. Installation of landscaping, hardscape, and amenity improvements shall not be a requirement for acceptance of a subdivision.
3. The centerline curve of streets and alleys shall have a minimum radius per the following table:

Classification	Minimum Centerline Radius (feet)			
Thoroughfare	<i>Design Speed, V (MPH)</i>	<i>Friction Factor, F</i>	<i>Superelevation, e (ft/ft)</i>	<i>Radius, R (ft) (Rounded for Design)</i>
	25	0.23	-0.02	250*
	30	0.20	-0.02	350
	35	0.18	-0.02	525
	40	0.16	-0.02	775
	45	0.15	-0.02	1100
	50	0.14	-0.02	1400
Collector	300			
Local	300			
Residential	150			
Loop streets and alleys	75			

*May be reduced to a 200 foot radius at mid-block locations provided that it is shown that the general public safety is not compromised (e.g., stopping sight distance). A curve with a radius less than 250 feet must be a minimum of 300 feet from a street or alley intersection.

4. Per the requirements of the City's Storm Drainage Design Manual, any upstream, off-site drainage flow contribution to the Property will be required to detain to pre-development flow, unless it is an existing facility designed under an alternative basis. In addition to the predevelopment flow, an allowance of ten percent will be added in analyzing any required on-site detention systems as an added factor of safety. Any off-site flow contribution will not be required to be detained on the Property and may be released as a "pass-through" flow.

5. A drainage swale may be provided along CR-84 and CR-83 in lieu of installing curbs and gutters provided the maintenance of landscaping in this area of the right-of-way is funded through the PID or a homeowners association, to be determined at the time of platting.



LEGEND

- PROPOSED WATER MAIN (BY CITY)
- FUTURE WATER MAIN (CITY MASTER PLAN 2014 & CITY PROVIDED INFORMATION)
- EXISTING WATER MAIN (CITY MASTER PLAN 2014 & CITY PROVIDED INFORMATION)

WATER MAIN SIZING TO BE DETERMINED AT THE TIME OF FINAL DESIGN

DEVELOPER :

HILLWOOD COMMUNITIES

VICTORY PARK,
3090 OLIVE STREET, SUITE 300
DALLAS, TEXAS 75219
PHONE: (214) 777-4396
FAX: (972) 201-2959
Mr. PATRICK COWDEN, VICE PRESIDENT

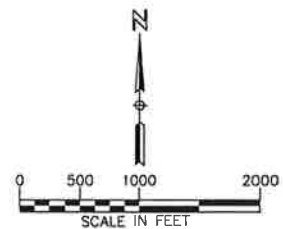
EXHIBIT F WATER IMPROVEMENTS TO SERVE THE WELLS TRACT

CITY OF CELINA
COLLIN COUNTY, TEXAS

ENGINEER:

HUITT-ZOLLARS

Huitt-Zollars, Inc. Dallas
1717 McKinney Avenue, Suite 1400
Dallas, Texas 75202-1236
Phone (214) 871-3311 Fax (214) 871-0757



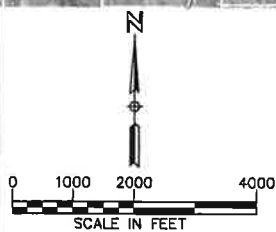
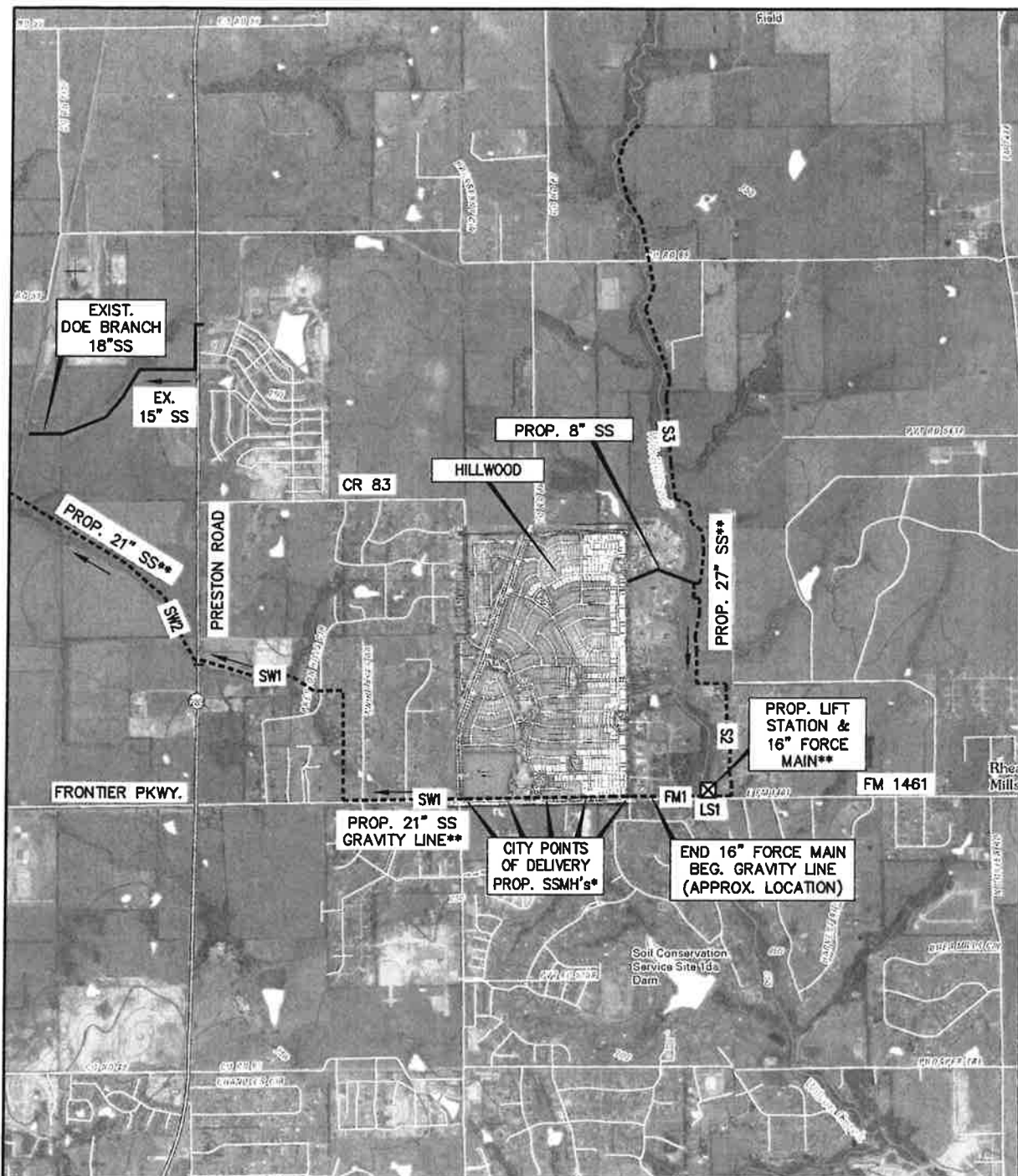


EXHIBIT G WASTEWATER IMPROVEMENTS TO SERVE THE WELLS TRACT

CITY OF CELINA
COLLIN COUNTY, TEXAS

NOTES:

- ELEVATION OF LINE TO BE DEEP ENOUGH TO RECEIVE HILLWOOD WW FLOWS.

** WASTEWATER INFRASTRUCTURE TO BE CONSTRUCTED BY THE CITY OF CELINA.

DEVELOPER :
HILLWOOD COMMUNITIES

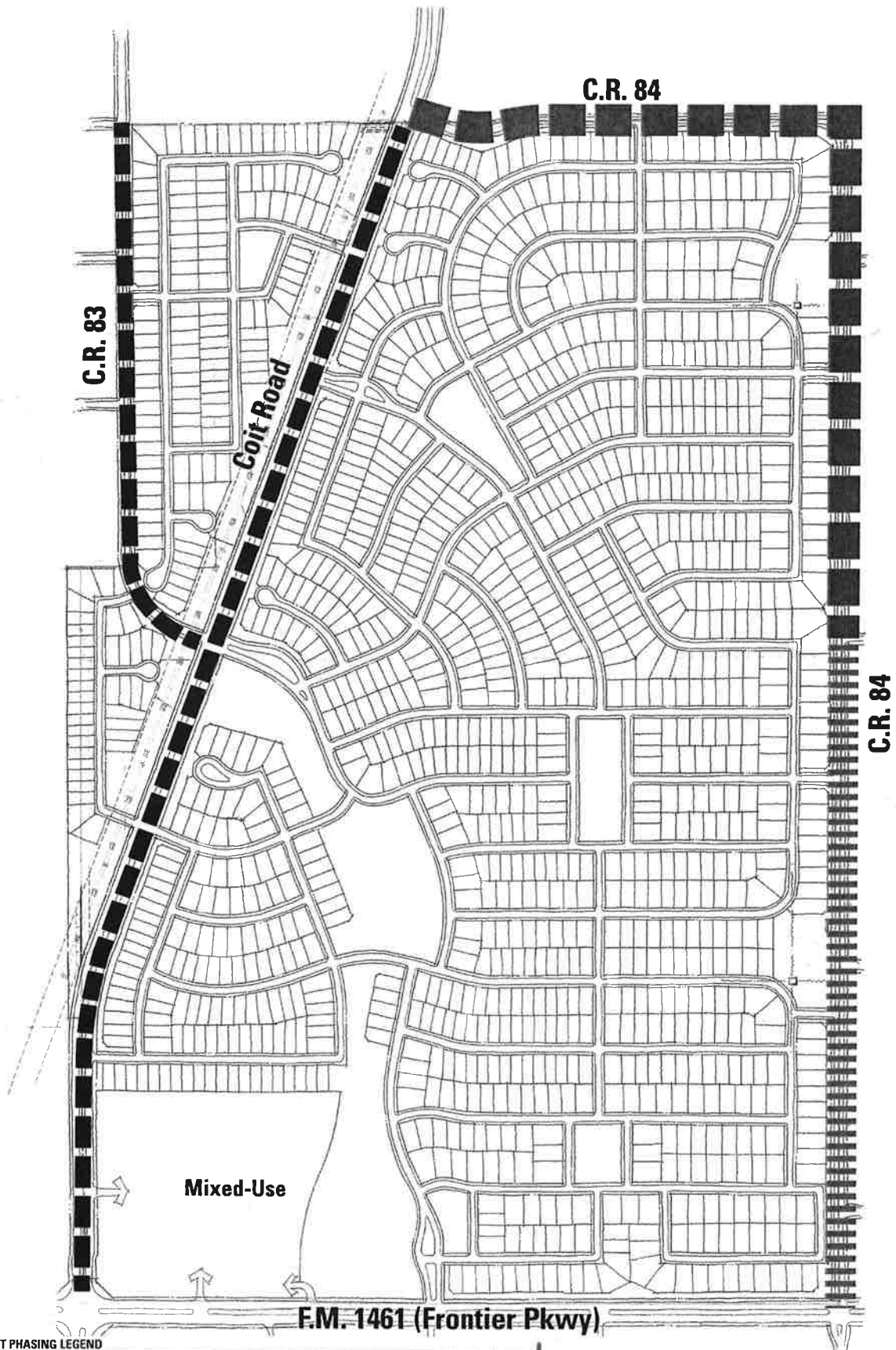
VICTORY PARK
OLIVE STREET, SUITE 300
DALLAS, TEXAS 75219
PHONE: (214) 777-4396
FAX: (972) 201-2959
Mr. PATRICK COWDEN, Vice President

ENGINEER:

HUITT-ZOLLARS
Huitt-Zollars, Inc. Dallas
1717 McKinney Avenue, Suite 1400
Dallas, Texas 75202-1236
Phone (214) 871-3311 Fax (214) 871-0757

APRIL, 2015

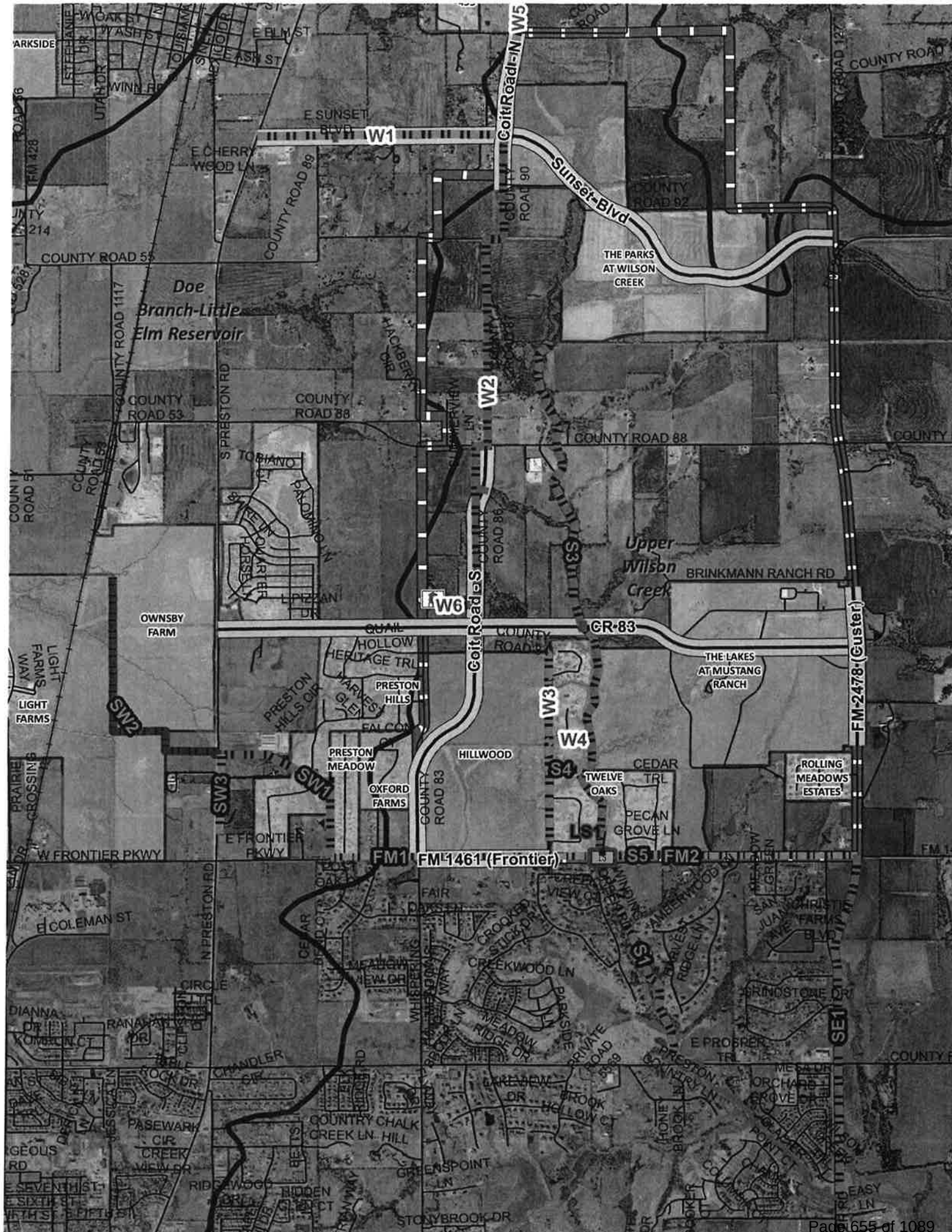
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STREET PHASING LEGEND

- CR-84 Section 1 to Be Built After 500 Building Permits or Issuance of 3rd PID Bond
- CR-84 Section 2 to Be Built After 750 Building Permits or Issuance of 4th PID Bond
- To Be Built as Adjacent Phases are Platted





	TOTAL	PHASE	LENGTH	LOMR PERCENT	LOMR COSTS	HILLWOOD PERCENT	HILLWOOD COSTS	PAWC PERCENT	PAWC COSTS	COMMON-TO-ALL PERCENT	COMMON-TO-ALL COSTS
	\$594,800	2	3,430	0%	\$0	100%	\$594,800	0%	\$0	0%	\$0
	\$721,100	2	3,571	100%	\$721,100	0%	\$0	0%	\$0	0%	\$0
	\$9,137,300	1	2,190	0%	\$0	43%	\$3,906,627	0%	\$0	57%	\$5,230,673
	\$13,304,100	1	1,720	29%	\$3,905,894	0%	\$0	0%	\$0	71%	\$9,398,206
	\$3,058,900	2	3,313	0%	\$0	0%	\$0	33%	\$1,019,509	67%	\$2,039,391
	\$14,037,500	2	3,858	0%	\$0	0%	\$0	46%	\$6,450,654	54%	\$7,586,846
TOTAL ROADS	\$40,853,700				\$4,626,994		\$4,501,427		\$7,470,163		\$24,255,116
	TOTAL	PHASE	LENGTH	LOMR PERCENT	LOMR COSTS	HILLWOOD PERCENT	HILLWOOD COSTS	PAWC PERCENT	PAWC COSTS	COMMON-TO-ALL PERCENT	COMMON-TO-ALL COSTS
	\$738,300	1	5,683	14%	\$105,318	8%	\$60,160	12%	\$89,245	65%	\$483,577
	\$1,965,100	1	3,430	14%	\$280,321	8%	\$160,125	12%	\$237,540	65%	\$1,287,114
	\$559,100	1	3,571	14%	\$79,756	8%	\$45,558	12%	\$67,584	65%	\$366,203
	\$126,000	1	2,190	14%	\$17,974	8%	\$10,267	12%	\$15,231	65%	\$82,528
	\$705,900	2	1,720	14%	\$100,696	8%	\$57,520	12%	\$85,329	65%	\$462,355
	\$182,100	2	3,313	14%	\$25,977	8%	\$14,838	12%	\$22,012	65%	\$119,273
	\$5,358,500	2		14%	\$764,389	8%	\$436,635	12%	\$647,731	65%	\$3,509,745
TOTAL WATER	\$9,635,000				\$1,374,431		\$785,104		\$1,164,670		\$6,310,795
	TOTAL	PHASE	LENGTH	LOMR PERCENT	LOMR COSTS	HILLWOOD PERCENT	HILLWOOD COSTS	PAWC PERCENT	PAWC COSTS	COMMON-TO-ALL PERCENT	COMMON-TO-ALL COSTS
	\$1,007,100	1	5,070	14%	\$143,663	8%	\$82,063	12%	\$121,737	65%	\$659,637
	\$1,631,600	1	7,338	14%	\$232,747	8%	\$132,950	12%	\$197,226	65%	\$1,068,676
	\$479,200	1	2,190	14%	\$68,358	8%	\$39,047	12%	\$57,925	65%	\$313,870
	\$2,214,500	2	3,571	14%	\$315,898	8%	\$180,448	12%	\$267,687	65%	\$1,450,468
	\$128,700	1	3,313	14%	\$18,359	8%	\$10,487	12%	\$15,557	65%	\$84,297
	\$239,300	1	3,858	14%	\$34,136	8%	\$19,499	12%	\$28,926	65%	\$156,738
	\$2,361,900	1	6,968	14%	\$336,925	8%	\$192,458	12%	\$285,504	65%	\$1,547,013
	\$2,376,000	1		14%	\$338,936	8%	\$193,607	12%	\$287,209	65%	\$1,556,248
TOTAL SEWER	\$10,438,300				\$1,489,021		\$850,560		\$1,261,773		\$6,836,946
PROJECT COSTS	\$60,927,000										
				LOMR DEVELOPER COSTS		HILLWOOD DEVELOPER COSTS		PAWC DEVELOPER COSTS		COMMON-TO-ALL COSTS	
Phase 1				Phase 1	\$5,562,386	Phase 1	\$4,852,850	Phase 1	\$1,403,685	Phase 1	\$22,234,779
Water				Phase 2	\$1,928,060	Phase 2	\$1,284,241	Phase 2	\$8,492,921	Phase 2	\$15,168,078
Sewer				Total	\$7,490,446	Total	\$6,137,091	Total	\$9,896,606	Total	\$37,402,857
Total											
Phase 2											
Roads											
Water											
Sewer											
Total											

Phase 1	Costs
Roads	\$22,441,400
Water	\$3,388,500
Sewer	\$8,223,800
Total	\$34,053,700
Phase 2	Costs
Roads	\$18,412,300
Water	\$6,246,500
Sewer	\$2,214,500
Total	\$26,873,300

FINANCING PLAN
TABLE V-A (TIRZ
Projects
Roadway Improven
Water distribution s
Sewer collection sy
Soft costs
TOTAL ESTIMAT

Boundaries
TIRZ
TIRZ Undeveloped
Lakes of Mustang R;
Hillwood
Parks at Wilson Cree
Existing Developer
Existing Developer
Twelve Oaks
Rolling Meadows Est
Wilson Creek Estate;

ORDINANCE NO. 2023- _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, VACATING AND ABANDONING A PORTION OF A 20-FOOT WIDE WATER AND WASTEWATER EASEMENT SITUATED ON A 1.489 ACRE TRACT OF LAND IN THE W. WILHITE SURVEY, ABSTRACT NO. 1002 AND THE J. WESTOVER SURVEY, ABSTRACT NO. 1030, COLLIN COUNTY, TEXAS; SAID TRACT BEING PART OF A TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO M/I HOMES OF DFW, LLC RECORDED IN INSTRUMENT NO. 20210902001788700 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS; AUTHORIZING THE MAYOR TO SIGN A RELEASE OF EASEMENT; AUTHORIZING THE CITY SECRETARY TO FILE THE RELEASE OF EASEMENT.

WHEREAS, by that certain Volume 5510, Page 2851, dated the 25th day of September, 2003, recorded in the Real Property Records of Collin County, Texas, the City of Celina, Texas, was granted the right of ingress and egress is necessary to the placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing of the underground sanitary sewer lines and water lines, together with all necessary laterals, along, over, upon and across certain property more particularly described therein, the grantors of such easement being City of Celina, Texas; and

WHEREAS, the City of Celina has determined that it no longer needs the easement and rights conveyed to it by said instrument, and desires to release, remise, and relinquish all such interest created in the above-mentioned instrument insofar as it affects or appertains to the premises described therein, being the same premises described in the attached Exhibit “A”; and

WHEREAS, pursuant to Sec. 272.001, Texas Local Government Code, the City of Celina is authorized to release and convey an easement interest in land to the property owners who own the underlying fee simple; and

WHEREAS, the City Council has determined that the Original Easement no longer provides a public benefit and that the public would be best served by its abandonment

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

SECTION 1

The City does hereby vacate and abandon all of the rights, title, and interest of the City and the public in the said Original Easement that is located across the Property, as depicted in Exhibit “A,” which exhibit is attached hereto and incorporated herein by reference for all purposes.

SECTION 2

The Mayor of the City of Celina is hereby authorized and empowered to execute, on behalf

of the City, a release easement releasing title to the owners to the Property, all claims to title, ownership or control of the Original Easement described in Section 1 of this Ordinance.

SECTION 3

The City Secretary is directed to file an original of the Release of Easement in the Deed Records of Collin County, Texas.

SECTION 4

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this _____ day of _____ 2023.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____ 2023.

CITY OF CELINA:

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Lauren Vaughns, City Secretary
City of Celina, Texas

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas, being part of a tract conveyed to M/I Homes of DFW LLC, by deed recorded in Document No. 20210902001788700 of the Deed Records of Collin County, Texas, and being the proposed Lilyana Phase 7, with the subject tract being more particularly described as follows:

BEGINNING at a point on the northwest right-of-way line of S. Coit Road (a variable width ROW) per plat recorded in Plat Book 2022 Page 821, of the Plat Records of Collin County Texas and being S 19° 31'46" W, 22.21 feet from a 1/2" iron rod with plastic cap found in County Road 84, a public road, on the north line of said M/I Homes of DFW LLC tract;

THENCE, S 19°31'46" W, 21.31 feet;

THENCE, S 89°20'38" W, 1184.18 feet leaving northwesterly right-of-way thereof, to a point on centerline of CR No.83 (a 60'ROW);

THENCE, N 01°10'48" W, 37.03 feet, to a PK Nail found at the southwest property corner of a tract conveyed to William & Kathy Wood recorded in Document No. 20071029001470070 DRCCT;

THENCE, N 89°18'35" E, 19.32 feet along south property line thereof;

THENCE, S 01°10'10" E, 17.04 feet;

THENCE, N 89°20'38" E, 1172.40 feet to the POINT OF BEGINNING with the subject tract containing 24,088 square feet or 0.553 acres of land.



EASEMENT ABANDONMENT

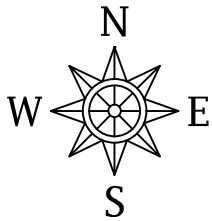
W.WILHITE SURVEY, A-1002

CITY OF CELINA

COLLIN, COUNTY TEXAS

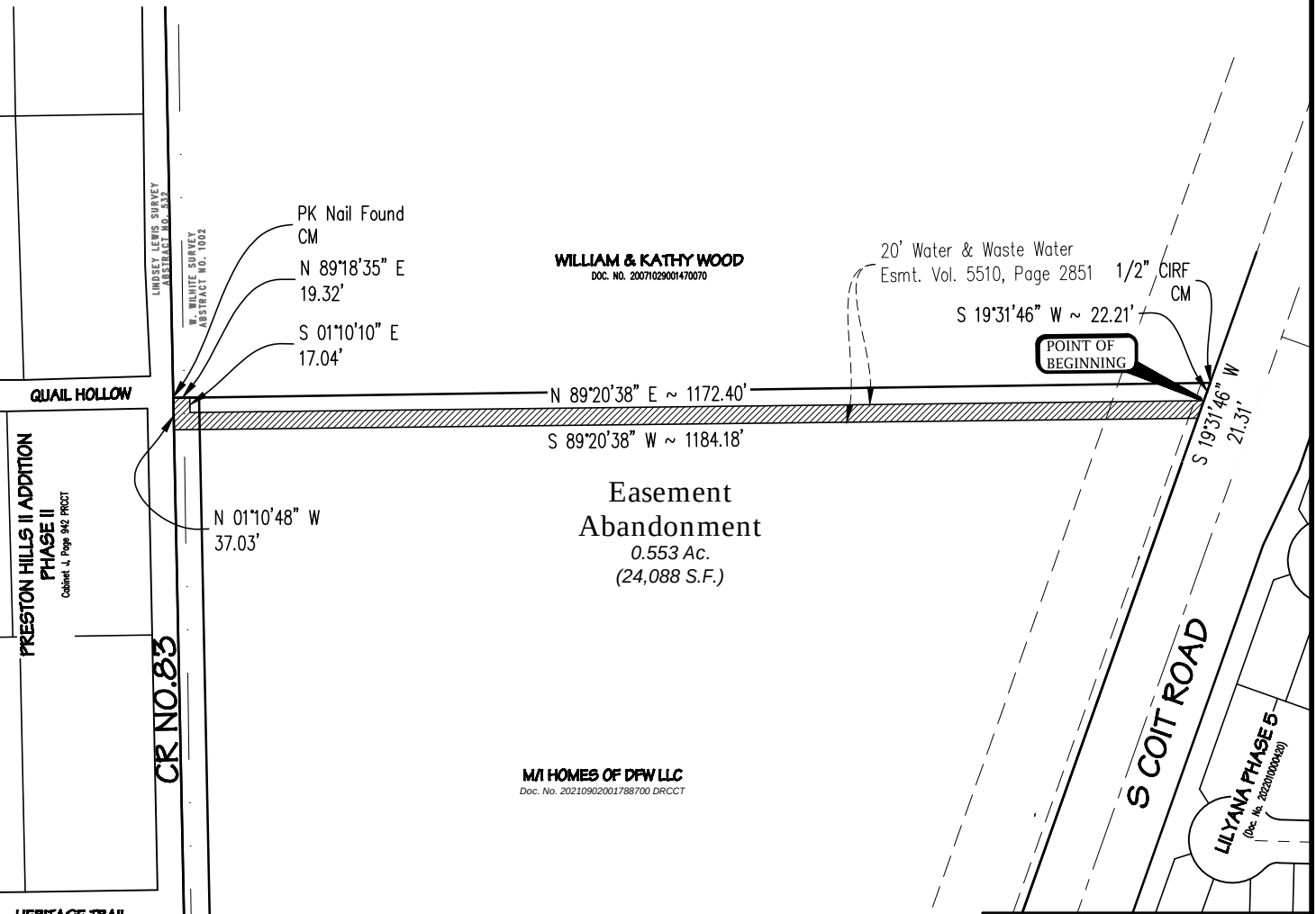
Drawn:	Checked:	Date	Job No.
ED	DKB	6/14/23	21-094

PAGE 1 OF 2



50 0 50 100
1" = 100'

Basis of bearing: State Plane
Coordinate System, Texas North
Central Zone 4202, North
American Datum of 1983.
Adjustment Realization 2011.



PAGE 2 OF 2



EASEMENT ABANDONMENT

W. WILHITE SURVEY, A-1002

CITY OF CELINA

COLLIN, COUNTY TEXAS



DKB

DARREN K. BROWN, R.P.L.S. 5252

Drawn:	Checked:	Date	Job No.
ED	DKB	6/14/23	21-094

ORDINANCE NO. 2023- _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, VACATING AND ABANDONING A PORTION OF A 30-FOOT WIDE STRIP OF LAND FOR ROAD PURPOSES SITUATED IN THE W. WILHITE SURVEY, ABSTRACT NO. 1002 AND THE J. WESTOVER SURVEY, ABSTRACT NO. 1030, COLLIN COUNTY, TEXAS; SAID STRIP OF LAND BEING PART OF A TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO M/I HOMES OF DFW, LLC RECORDED IN INSTRUMENT NO. 20210902001788700 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS; AUTHORIZING THE MAYOR TO SIGN A RELEASE OF EASEMENT; AUTHORIZING THE CITY SECRETARY TO FILE THE RELEASE OF EASEMENT.

WHEREAS, by that certain Instrument Number 97-0008168, dated the 3rd day of February, 1997, recorded in the Real Property Records of Collin County, Texas, the County of Collin, Texas, was granted a right of way, easement, and right to construct, reconstruct, replace, remove and perpetually maintain and operate sewer lines, water lines, electric lines and other utilities to provide sewer, water, electric and other utility services to its customers, together with all necessary laterals, along, over, upon and across certain property more particularly described therein, the grantors of such easement being The County of Collin; and

WHEREAS, the City of Celina has determined that it no longer needs the easement and rights conveyed to it by said instrument, and desires to release, remise, and relinquish all such interest created in the above-mentioned instrument insofar as it affects or appertains to the premises described therein, being the same premises described in the attached Exhibit "A"; and

WHEREAS, pursuant to Sec. 272.001, Texas Local Government Code, the City of Celina is authorized to release and convey an easement interest in land to the property owners who own the underlying fee simple; and

WHEREAS, the City Council has determined that the Original Easement no longer provides a public benefit and that the public would be best served by its abandonment

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

SECTION 1

The City does hereby vacate and abandon all of the rights, title, and interest of the City and the public in the said Original Easement that is located across the Property, as depicted in Exhibit "A," which exhibit is attached hereto and incorporated herein by reference for all purposes.

SECTION 2

The Mayor of the City of Celina is hereby authorized and empowered to execute, on behalf of the City, a release easement releasing title to the owners to the Property, all claims to title,

ownership or control of the Original Easement described in Section 1 of this Ordinance.

SECTION 3

The City Secretary is directed to file an original of the Release of Easement in the Deed Records of Collin County, Texas.

SECTION 4

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this _____ day of _____ 2023.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____ 2023.

CITY OF CELINA:

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Lauren Vaughns, City Secretary
City of Celina, Texas

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas, being part of a tract conveyed to M/I Homes of DFW LLC, by deed recorded in Document No. 20210902001788700 of the Deed Records of Collin County, Texas, and being the proposed Lilyana Phase 5, with the subject tract being more particularly described as follows:

BEGINNING at a point on the northwest right-of-way line of S. Coit Road (a variable width ROW) per plat recorded in Plat Book 2022 Page 821, of the Plat Records of Collin County Texas at a 1/2" iron rod with plastic found in County Road 84, a public road, on the north line of said M/I Homes of DFW LLC tract;

THENCE, S 19°31'46" W, 32.00 feet along the northwesterly right-of-way thereof;

THENCE, S 89°09'41" W, 1188.22 feet leaving northwesterly right-of-way thereof, to a point on centerline of CR No.83 (a 60'ROW);

THENCE, N 01°10'48" W, 30.00 feet, to a "PK" Nail found at the southwest property corner of a tract conveyed to William & Kathy Wood recorded in Document No. 20071029001470070 DRCCT;

THENCE, N 89°09'40" E, 1199.54 feet along south property line thereof to the POINT OF BEGINNING with the subject tract containing 35,816 square feet or 0.822 acres of land;



EASEMENT ABANDONMENT

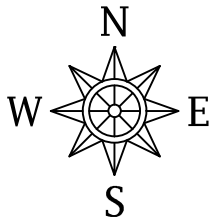
W.WILHITE SURVEY, A-1002

CITY OF CELINA

COLLIN, COUNTY TEXAS

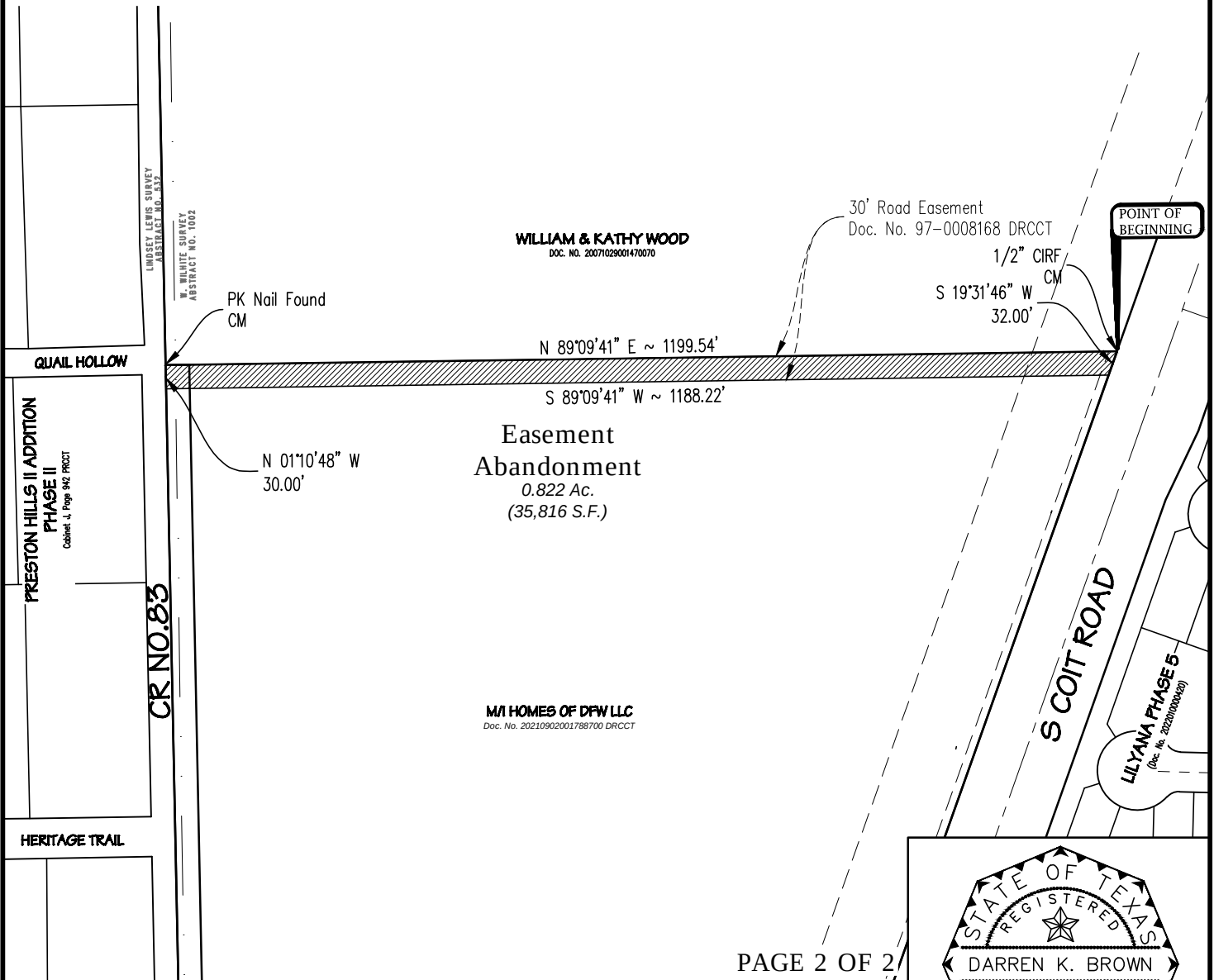
Drawn:	Checked:	Date	Job No.
ED	DKB	6/14/23	21-094

PAGE 1 OF 2



50 0 50 100
1" = 100'

Basis of bearing: State Plane
Coordinate System, Texas North
Central Zone 4202, North
American Datum of 1983.
Adjustment Realization 2011.



PAGE 2 OF 2



EASEMENT ABANDONMENT

W. WILHITE SURVEY, A-1002

CITY OF CELINA

COLLIN, COUNTY TEXAS



DKB

DARREN K. BROWN, R.P.L.S. 5252

Drawn:	Checked:	Date	Job No.
ED	DKB	6/14/23	21-094

ORDINANCE NO. 2023- _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, VACATING AND ABANDONING ALL OF AN EASEMENT FOR ROAD PURPOSES SITUATED IN THE W. WILHITE SURVEY, ABSTRACT NO. 1002 AND THE J. WESTOVER SURVEY, ABSTRACT NO. 1030, COLLIN COUNTY, TEXAS; SAID EASEMENT BEING PART OF A TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO M/I HOMES OF DFW, LLC RECORDED IN INSTRUMENT NO. 20210902001788700 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS; AUTHORIZING THE MAYOR TO SIGN A RELEASE OF EASEMENT; AUTHORIZING THE CITY SECRETARY TO FILE THE RELEASE OF EASEMENT.

WHEREAS, by that certain Volume 4569, Page 4008, dated the 27th day of December, 1999, recorded in the Real Property Records of Collin County, Texas, the County of Collin, Texas, was granted a right of way, easement, and right to construct, reconstruct, replace, remove and perpetually maintain and operate sewer lines, water lines, electric lines and other utilities to provide sewer, water, electric and other utility services to its customers, together with all necessary laterals, along, over, upon and across certain property more particularly described therein, the grantors of such easement being the County of Collin; and

WHEREAS, the City of Celina has determined that it no longer needs the easement and rights conveyed to it by said instrument, and desires to release, remise, and relinquish all such interest created in the above-mentioned instrument insofar as it affects or appertains to the premises described therein, being the same premises described in the attached Exhibit "A"; and

WHEREAS, pursuant to Sec. 272.001, Texas Local Government Code, the City of Celina is authorized to release and convey an easement interest in land to the property owners who own the underlying fee simple; and

WHEREAS, the City Council has determined that the Original Easement no longer provides a public benefit and that the public would be best served by its abandonment

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

SECTION 1

The City does hereby vacate and abandon all of the rights, title, and interest of the City and the public in the said Original Easement that is located across the Property, as depicted in Exhibit "A," which exhibit is attached hereto and incorporated herein by reference for all purposes.

SECTION 2

The Mayor of the City of Celina is hereby authorized and empowered to execute, on behalf of the City, a release easement releasing title to the owners to the Property, all claims to title,

ownership or control of the Original Easement described in Section 1 of this Ordinance.

SECTION 3

The City Secretary is directed to file an original of the Release of Easement in the Deed Records of Collin County, Texas.

SECTION 4

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this _____ day of _____ 2023.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____ 2023.

CITY OF CELINA:

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Lauren Vaughns, City Secretary
City of Celina, Texas

Exhibit "A"

4569 4010

Samuel Lewis

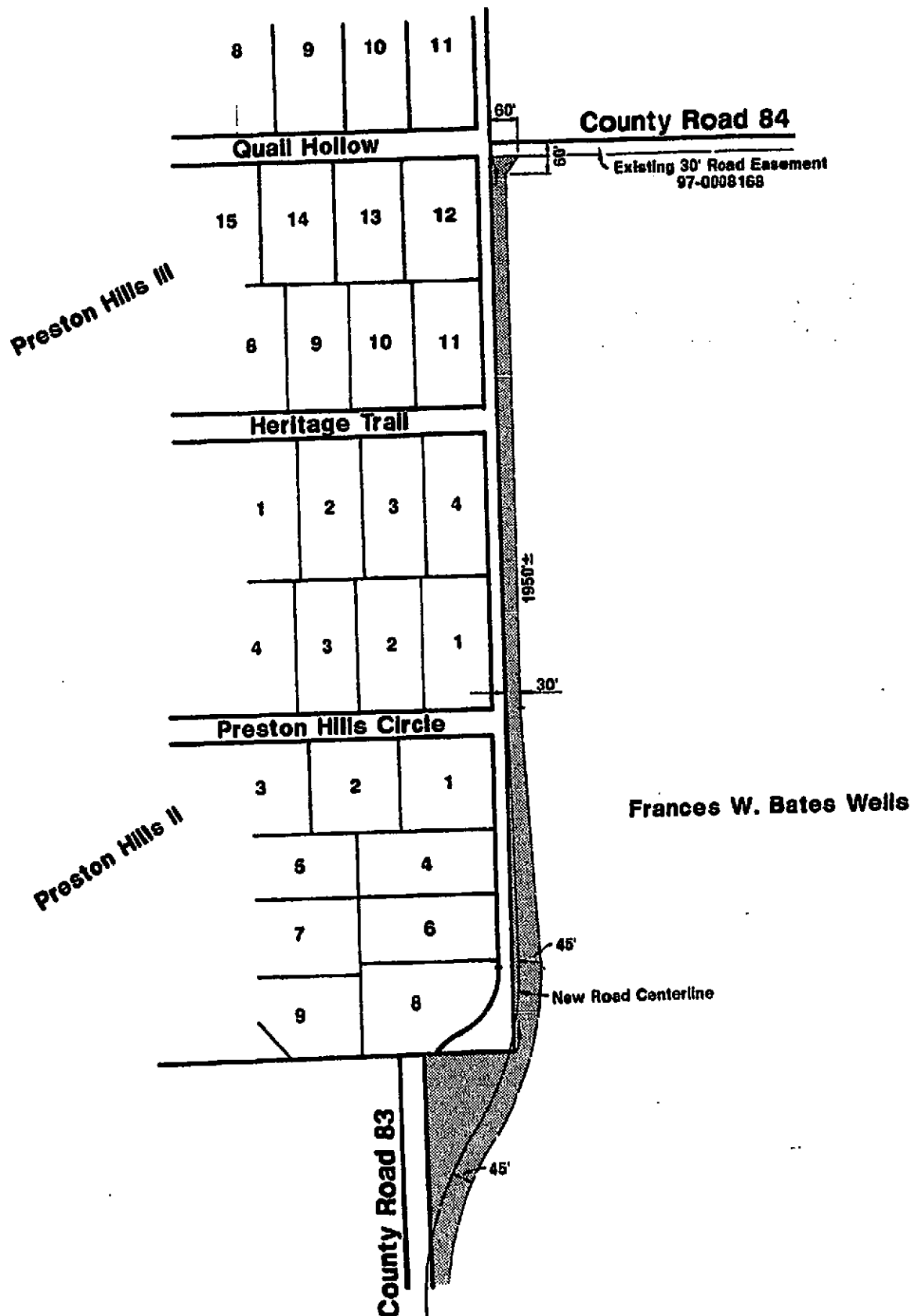
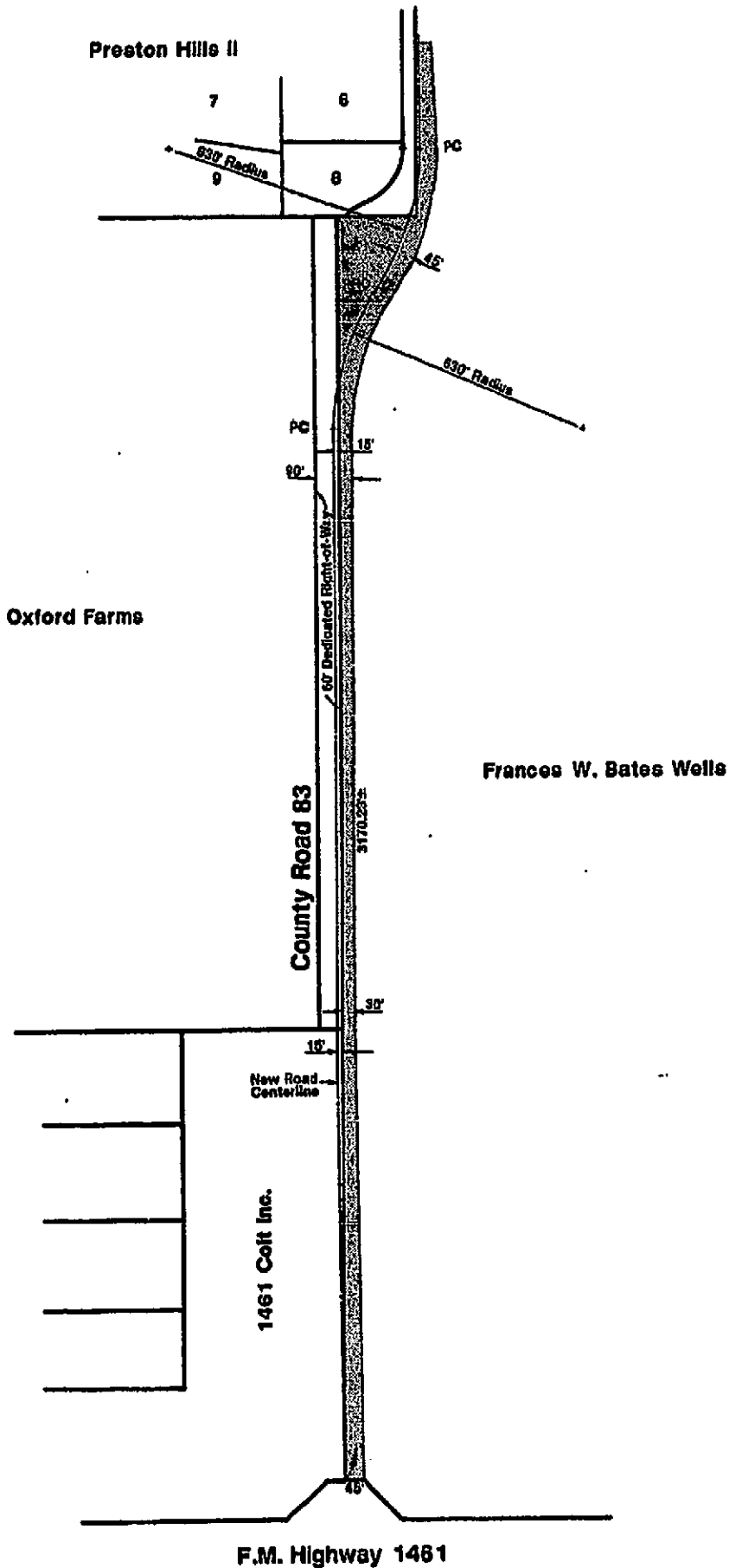


Exhibit "B"

4569 4011



EASEMENT AGREEMENT

2003-0192698

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That, Frances W. Bates Wells, as Grantor, of the County of Collin and State of Texas, for and in consideration of the sum of TEN AND NO/100 -- (\$10.00) -- DOLLARS, and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY to CITY OF CELINA, TEXAS as Grantee, an easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and/or removing underground sanitary sewer lines and water lines through and across the following described property, to-wit: See Exhibit "A" and "B" attached hereto and made a part hereof for all purposes;

Together with the free right of ingress and egress over and across such property, insofar as such right of ingress and egress is necessary to the placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing of the underground sanitary sewer lines and water lines. Grantee shall promptly restore the property as close to the condition in which it was found before such work was undertaken as is reasonably practical.

Together with the right and privilege to use as much of the surface of the easement property, generally twenty feet (20') in width located immediately adjacent to and parallel with the said easement property, as may be reasonably necessary to install and maintain the underground sanitary sewer lines and water lines within the easement property. Grantee shall promptly restore the adjacent property as close to the condition in which it was found before such work was undertaken as is reasonably practical.

This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

IN WITNESS WHEREOF, this instrument is executed this 9th day of September, 2003.

Name of Owner

By: Frances W. Bates Wells

Printed Name: _____

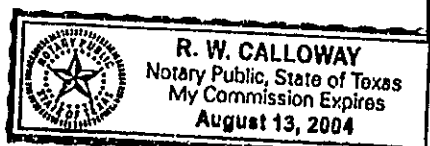
Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the 7th day of September, 2003 by James W. Bate Wells.



R. W. Calloway
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

CITY OF CELINA
302 W. WALNUT
CELINA, TX 75009

PREPARED BY THE LAW FIRM OF:

HAYES, COFFEY & BERRY, P.C.
512 W. HICKORY, SUITE 100
DENTON, TEXAS 76201

EXHIBIT "B"
LAND DESCRIPTION
20 FOOT WIDE WATER AND
WASTE WATER EASEMENT

BEING, a tract of land situated in the W. Wilhite Survey, Abstract No. 1002 and the J. Westover Survey, Abstract No. 1030, Collin County, Texas, and being a portion of a 243 acre tract of land as described in deed to Margaret E. White and Mary G. White and recorded in Volume 142, Page 345 of the Deed Records of Collin County, Texas, and being now or previously owned by Frances W. Bates Wells as evidenced by deed recorded in Volume 773, Page 374 of the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a Mag Nail set the northwest corner of said 243 acre tract, said point also being the northwest corner of said Wilhite Survey, from which a PK Nail found bears North 88 degrees 43 minutes 38 seconds East a distance of 1,376.58 feet;

THENCE, North 88 degrees 43 minutes 38 seconds East (Deed Bearing of East) along the north line of the said White tract and along the north line of said Wilhite Survey a distance of 29.32 feet to a point for corner;

THENCE, departing the north line of the White tract and the north line of said Wilhite Survey South 01 degrees 45 minutes 07 seconds East a distance of 17.04 feet to a point for corner;

THENCE, North 88 degree 45 minutes 41 seconds East a distance of 2,627.07 feet to an angle point;

THENCE, North 88 degrees 44 minutes 35 seconds East a distance of 580.10 feet to a point in the east line of said White tract, said point also being in the east line of said Westover Survey;

THENCE, South 00 degrees 47 minutes 45 seconds East along the east line of said White tract and the east line of said Westover Survey a distance of 20.00 feet to a point for corner;

THENCE, departing the east line of said White tract and the east line of said Westover Survey, South 88 degrees 44 minutes 35 seconds West a distance of 579.95 feet to an angle point;

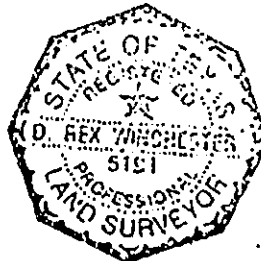
THENCE, South 88 degrees 45 minutes 41 seconds West a distance of 2,646.52 feet to a point in the west line of said White tract and the west line of the said Wilhite Survey;

THENCE, North 01 degrees 16 minutes 22 seconds West along the west line of said White tract and the west line of the said Wilhite Survey a distance of 37.02 feet to the **POINT OF BEGINNING** and **CONTAINING** 1.489 acres of land, more or less.

For Huitt-Zollars, Inc.

D. Rex Winchester 8-14-03

D. Rex Winchester
 Registered Professional Land Surveyor
 Texas Registration No. 5191
 Huitt-Zollars, Inc.
 3131 McKinney Ave.
 Suite 600
 Dallas, Texas 75204
 Tele. 214-871-3311



05510 02855

Water and Sewer Easement

Grantor: Frances W. Bates Wells

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW (COUNTY OF COLLIN) (THE STATE OF TEXAS)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

SEP 25 2003

Brenda Taylor



Filed for Record in:
Collin County, McKinney TX
Honorable Brenda Taylor
Collin County Clerk

On Sep 25 2003
At 11:12am

Doc/Num : 2003- 0193698

Recording/Type:EM 17.00
Receipt #: 38373



Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Jonathan Pollard, Senior Planner
CC: Dustin McAfee, Executive Director of Development Services
Date: September 12, 2023
Re: Celina Parvin - C-3 Expedited Annexation

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 102 acres; generally located north of Parvin Road and approximately 2,600-feet west of Smiley Road. (Celina Parvin – C-3 Expedited Annexation) (Mohan)

Background Information:

This item is for the annexation of approximately 102 acres, generally located north of Parvin Road and approximately 2,600 feet west of Smiley Road. Please refer to the attached documents as well as the zoning agenda item for further information.

Legal Review:

N/A

Supporting Documents:

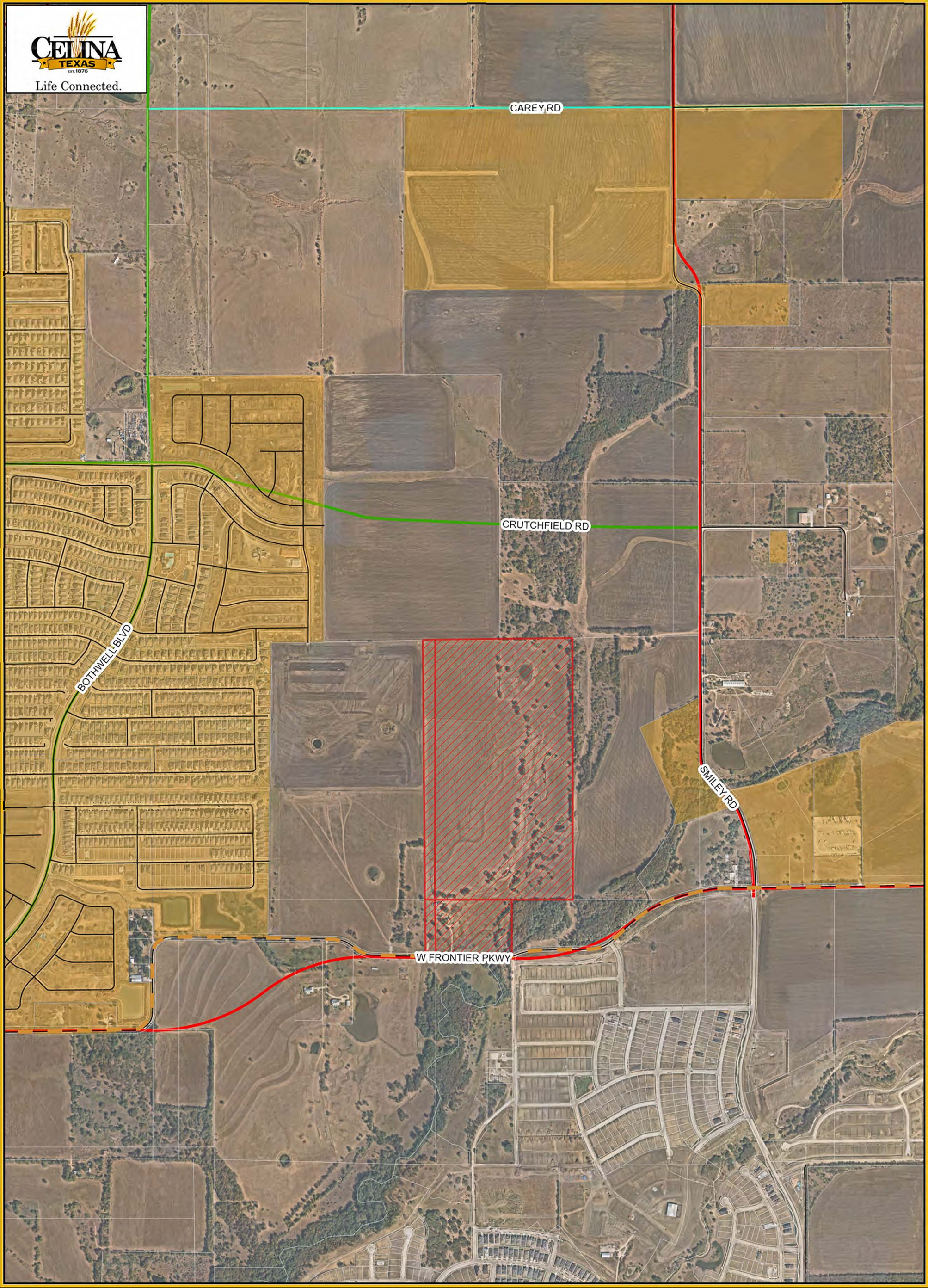
1. Location Map
2. Staff Presentation
3. Draft Ordinance

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.

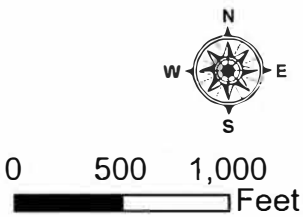


Legend

- Subject Property
- City Limits
- Roads
- Parcels

**Celina Parvin
Location Map
City of Celina**

8/8/2023



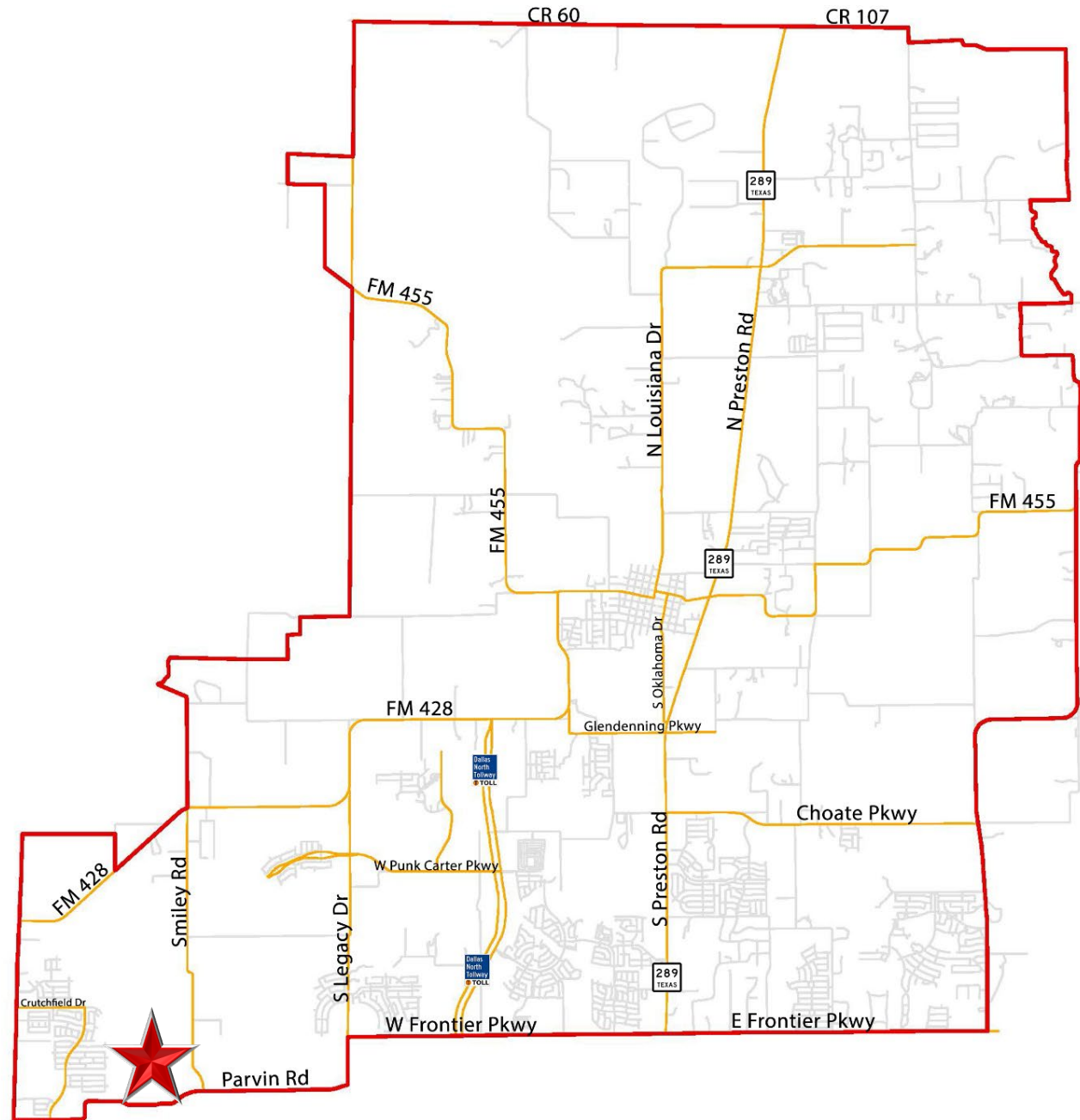
CELINA PARVIN

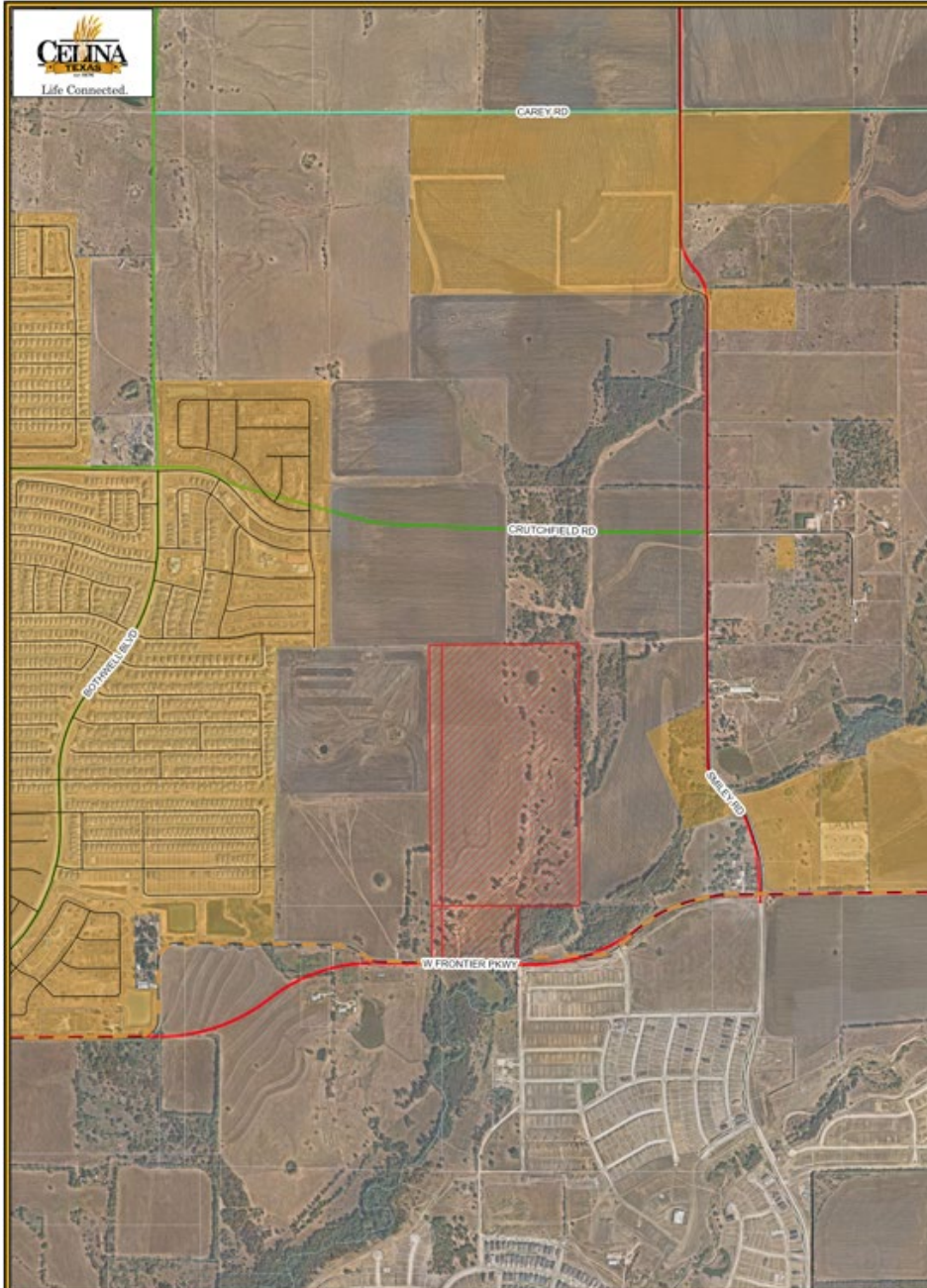
Annexation & PD Zoning

City Council

September 12, 2023







LOCATION MAP

The subject property is generally located north of Parvin Road, and 2,600 feet west of Smiley Road

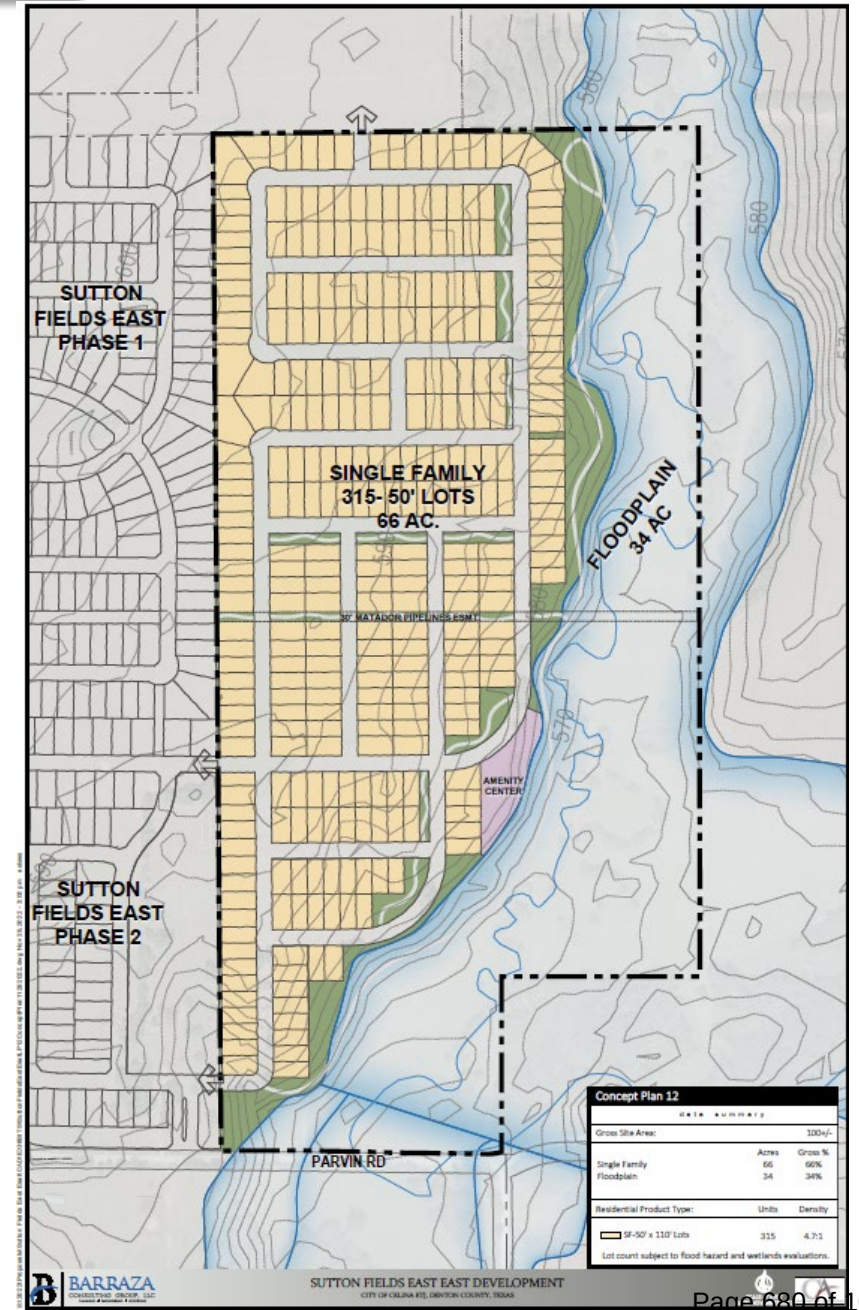
BACKGROUND

- The subject property is approximately 102 acres and currently within the Extraterritorial Jurisdiction (ETJ)
- A Development Agreement was approved by the City Council in December 2022
- The Planning & Zoning Commission previously recommended approval of the requested zoning in conformance with the governing DA
- The City Council took no action on the zoning previously, which is why the zoning is required to go through the process again

PROJECT OVERVIEW

The Development Agreement and Planned Development contemplate the following land uses:

- Single-Family, Detached District (SF-R) – Maximum of 400 SF-R lots
- Single-Family, Attached District (SF-A) – Maximum of 200 rear-entry townhomes
- There is no MF associated with this project



POLICY CONSIDERATIONS

- The DA was approved outlining the zoning and annexation of the 102 acres
- City standards apply
- Perimeter right-of-way dedication and landscape buffers apply to arterial roadways
- Trails along roadways, floodplain and within any gas or power line easements

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in August
- There was no public comment at the public hearing
- Staff recommends approval as presented, in conformance with the governing DA

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2023-_____
CELINA PARVIN C-3 ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 102 ACRES OF LAND, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED NORTH OF PARVIN ROAD AND APPROXIMATELY 2,600 FEET WEST OF SMILEY ROAD, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter (the “City”); and

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 12th day of September, 2023, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 28th day of August, 2023, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, on December 13, 2022, the City Council conducted a public hearing on the proposed annexation and took no action; thus this ordinance replaces the document filed in the Denton County Land Records of Document No. 5178 on January 18, 2023, and the date of this Ordinance is the actual date of annexation; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 12th day of September, 2023.

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Lauren Vaughns, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

101.60 Acre Tract

W.O. 5066-21

All that certain tract or parcel of land lying and being situated in Denton County, Texas, a part of the J. RUE SURVEY, ABSTRACT No. 1109, the J. B. RUE SURVEY ABSTRACT No. 1112, the B. L. RUE SURVEY, ABSTRACT No. 1113, and the H. RUE SURVEY, ABSTRACT No. 1111, and being and including all that certain tract said to contain 100 acres as described under the caption "FIRST TRACT" in a deed to Brice Jackson, et al, recorded in Volume 4910, page 2975, Denton County Real Property Records, said tract or parcel of land is herein described as follows; to wit:

BEGINNING at a one-half inch iron rod found in Parvin Road for the southwest corner of the premises herein described, said corner being a re-entrant corner of a record 319.005 acre tract described in a deed to Joe Lynn Carey Ninemire, et al, recorded under Clerk's Document No. 2014-16824, Denton County Real Property Records;
THENCE north 00 degrees 26 minutes 11 seconds west 3180.47 feet to an one-half inch iron rod found on the north line of Abstract No. 1109 at the northeast corner of said 319.005 acre tract for the northwest corner hereof;
THENCE along the established north line of Abstract No. 1109, north 89 degrees 12 minutes 32 seconds east at 57 varas passing the northwest corner of Abstract No. 1112 and in all a total distance of 777.62 feet to an one-half inch iron rod (with cap marked J. E. SMITH 3700) found at the southeast corner of a record 107.00 acre tract described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2006-2064, Denton County Real Property Records, said corner also being the most northerly southwest corner of a 134.58 acre tract described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2006-15660, Denton County Real Property Records;
THENCE the with the established north line of said Abstract No. 1112, north 89 degrees 13 minutes 51 seconds east 705.25 feet to an one-half inch iron rod (with cap marked J. E. SMITH 3700) found for the northeast corner hereof, said corner being a re-entrant corner of said 134.58 acre tract;

THENCE south 00 degrees 37 minutes 59 seconds east 2645.81 feet to an "I bolt" found for the southwest corner of said 134.58 acre tract and the most northerly southeast corner hereof, said corner being on the north line of a tract said to contain 13.205 acres as described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2017-12045, Denton County Real Property Records;
THENCE south 89 degrees 27 minutes 46 seconds west 582.35 feet (record 216 varas [600 feet]) to an one-half inch iron rod found at the northwest corner of said 13.205 acre tract for a re-entrant corner hereof;
THENCE south 01 degree 56 minutes 44 seconds west 561.56 feet to a magnail set in Parvin Road at the southeast corner hereof, an iron rod found for reference bears south 50 degrees 21 minutes 33 seconds west 45.2 feet;
THENCE with Parvin Road, north 89 degrees 14 minutes 24 seconds west a distance of 886.43 feet to the Place of BEGINNING and containing 101.60 acres of land.

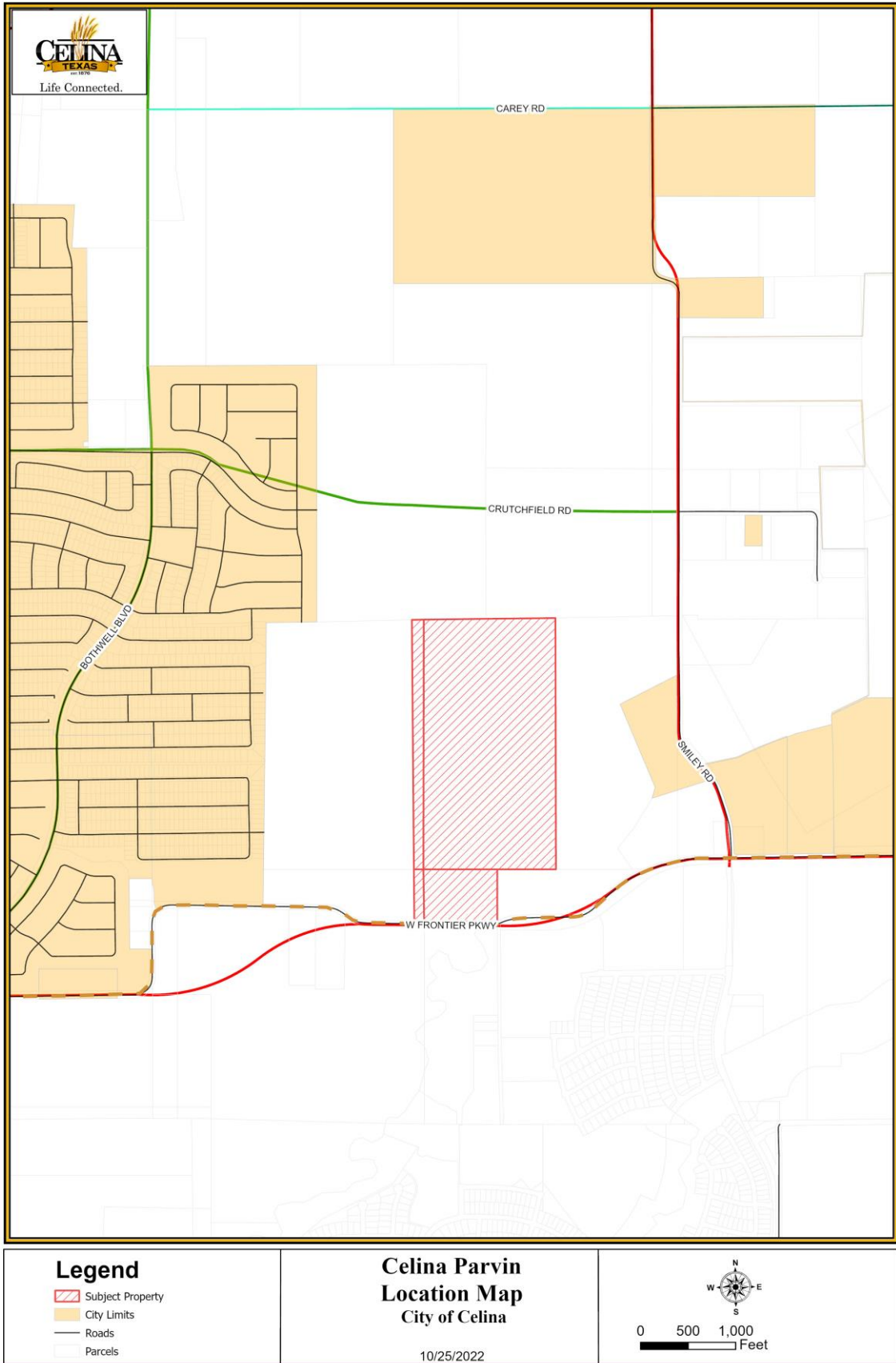


Exhibit “B”
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
 - b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) **Emergency Medical Services**

- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
- b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
- d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Jonathan Pollard, Senior Planner
CC: Dustin McAfee, Executive Director of Development Services
Date: September 12, 2023
Re: Celina Parvin - PD Zoning

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 102 acres to a Planned Development (PD) with Single-Family Residential, Detached District (SF-R) and Single-Family Residential, Attached District (SF-A) base zoning; generally located north of Parvin Road and approximately 2,600-feet west of Smiley Road. (Celina Parvin – PD Zoning) (Mohan)

Background Information:

This item is for the zoning of approximately 102 acres to a Planned Development with Single-Family Residential, Detached District (SF-R) and Single-Family Residential, Attached District (SF-A) base zoning, generally located north of Parvin Road and approximately 2,600 feet west of Smiley Road. Please refer to the attached documents as well as the associated annexation agenda item for further information.

Legal Review:

N/A

Supporting Documents:

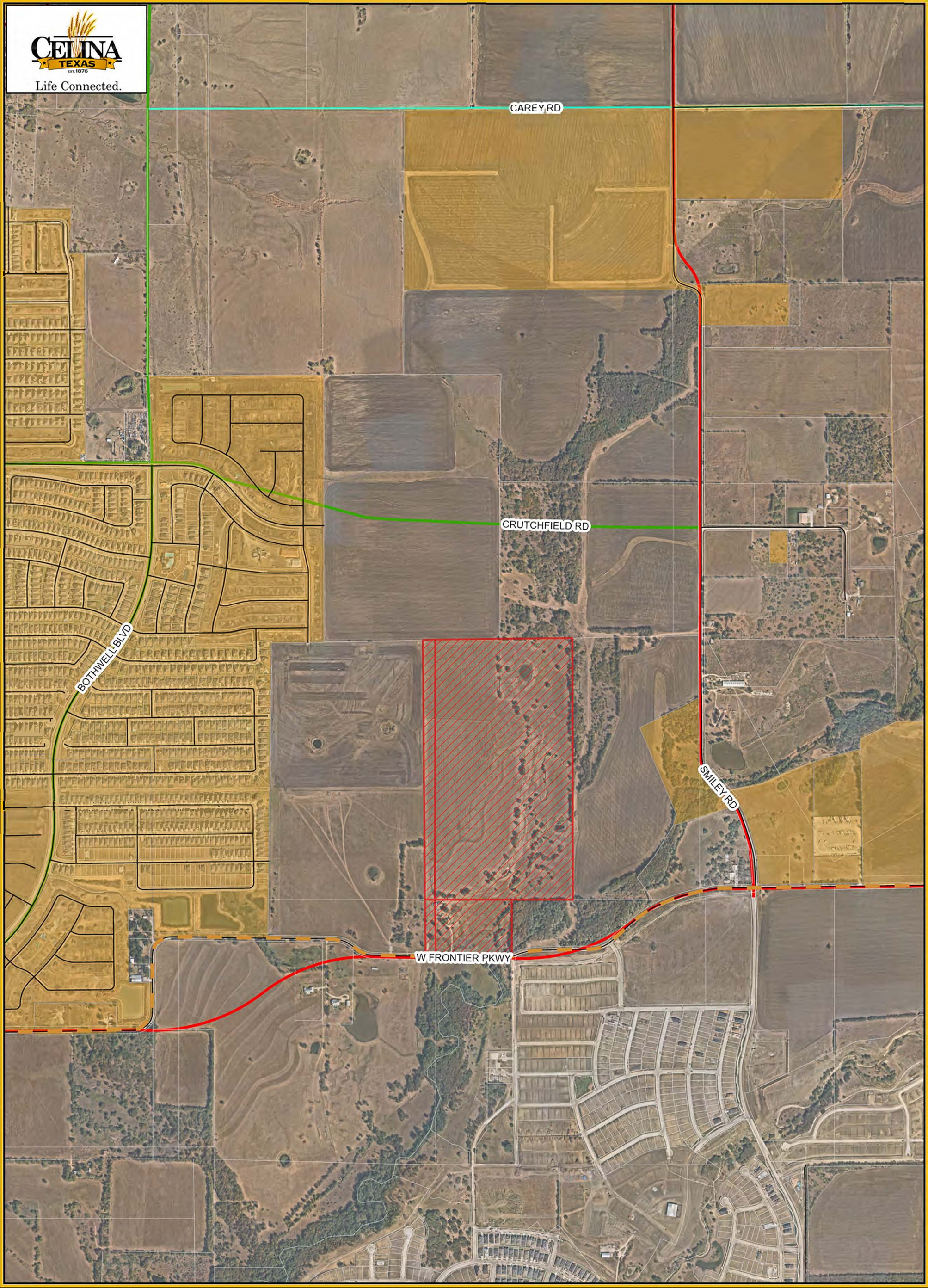
1. Location Map
2. Draft Ordinance

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.

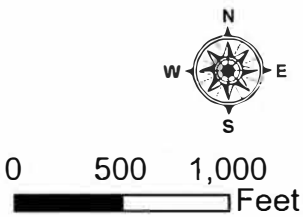


Legend

-  Subject Property
-  City Limits
-  Roads
-  Parcels

**Celina Parvin
Location Map
City of Celina**

8/8/2023



CITY OF CELINA, TEXAS

ORDINANCE 2023-_____

CELINA PARVIN

PLANNED DEVELOPMENT #146

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 102 ACRES LOCATED IN THE J. RUE SURVEY, ABSTRACT NO. 1109, THE J.B. RUE SURVEY, ABSTRACT NO. 1112, THE B.L. RUE SURVEY, ABSTRACT NO. 1113, AND THE H. RUE SURVEY, ABSTRACT NO. 1111, DENTON COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF PARVIN ROAD AND APPROXIMATELY 2,600 FEET WEST OF SMILEY ROAD; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO BE ZONED “PD” PLANNED DEVELOPMENT DISTRICT NO. 146 (PD-146), WITH SINGLE-FAMILY RESIDENTIAL, DETACHED DISTRICT (SF-R) AND SINGLE-FAMILY RESIDENTIAL, ATTACHED DISTRICT (SF-A); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, on December 13, 2022, the City Council conducted a public hearing on the proposed zoning and took no action, thus this ordinance replaces Ordinance 2022-140; and

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

WHEREAS, the Concept Plan and Development Regulations, set forth in Exhibit “C” and “D”, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district regulations; 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 zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

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

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

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 146 with a base zoning of Single-Family Residential, Detached District (SF-R) and Single-Family Residential, Attached District (SF-A), and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

- | | |
|------------|-------------------------|
| Exhibit A: | Legal Description |
| Exhibit B: | Depiction of Property |
| Exhibit C: | Concept Plan |
| Exhibit D: | Development Regulations |

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT REGULATIONS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A", and depicted in Exhibit "B" attached hereto and incorporated herein as "PD" Planned Development District No. 146 with a base zoning of Single-Family Residential, Detached District (SF-R) and Single-Family Residential, Attached District (SF-A) zoning attached, and incorporates the Concept Plan and Development Regulations, attached hereto as Exhibit "C" and "D," respectively.

SECTION 5 **REVISION OF ZONING MAP**

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

SECTION 6 **COMPLIANCE REQUIRED**

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

SECTION 7 **PENALTY**

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

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

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

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

SECTION 10 **SEVERABILITY**

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative, or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in 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 decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of September, 2023.

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Exhibit A
Legal Description

101.60 Acre Tract

W.O. 5066-21

All that certain tract or parcel of land lying and being situated in Denton County, Texas, a part of the J. RUE SURVEY, ABSTRACT No. 1109, the J. B. RUE SURVEY ABSTRACT No. 1112, the B. L. RUE SURVEY, ABSTRACT No. 1113, and the H. RUE SURVEY, ABSTRACT No. 1111, and being and including all that certain tract said to contain 100 acres as described under the caption "FIRST TRACT" in a deed to Brice Jackson, et al, recorded in Volume 4910, page 2975, Denton County Real Property Records, said tract or parcel of land is herein described as follows; to wit:

BEGINNING at a one-half inch iron rod found in Parvin Road for the southwest corner of the premises herein described, said corner being a re-entrant corner of a record 319.005 acre tract described in a deed to Joe Lynn Carey Ninemire, et al, recorded under Clerk's Document No. 2014-16824, Denton County Real Property Records;
THENCE north 00 degrees 26 minutes 11 seconds west 3180.47 feet to an one-half inch iron rod found on the north line of Abstract No. 1109 at the northeast corner of said 319.005 acre tract for the northwest corner hereof;
THENCE along the established north line of Abstract No. 1109, north 89 degrees 12 minutes 32 seconds east at 57 varas passing the northwest corner of Abstract No. 1112 and in all a total distance of 777.62 feet to an one-half inch iron rod (with cap marked J. E. SMITH 3700) found at the southeast corner of a record 107.00 acre tract described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2006-2064, Denton County Real Property Records, said corner also being the most northerly southwest corner of a 134.58 acre tract described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2006-15660, Denton County Real Property Records;
THENCE the with the established north line of said Abstract No. 1112, north 89 degrees 13 minutes 51 seconds east 705.25 feet to an one-half inch iron rod (with cap marked J. E. SMITH 3700) found for the northeast corner hereof, said corner being a re-entrant corner of said 134.58 acre tract;

THENCE south 00 degrees 37 minutes 59 seconds east 2645.81 feet to an "I bolt" found for the southwest corner of said 134.58 acre tract and the most northerly southeast corner hereof, said corner being on the north line of a tract said to contain 13.205 acres as described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2017-12045, Denton County Real Property Records;
THENCE south 89 degrees 27 minutes 46 seconds west 582.35 feet (record 216 varas [600 feet]) to an one-half inch iron rod found at the northwest corner of said 13.205 acre tract for a re-entrant corner hereof;
THENCE south 01 degree 56 minutes 44 seconds west 561.56 feet to a magnail set in Parvin Road at the southeast corner hereof, an iron rod found for reference bears south 50 degrees 21 minutes 33 seconds west 45.2 feet;
THENCE with Parvin Road, north 89 degrees 14 minutes 24 seconds west a distance of 886.43 feet to the Place of BEGINNING and containing 101.60 acres of land.

Exhibit B Depiction of Property

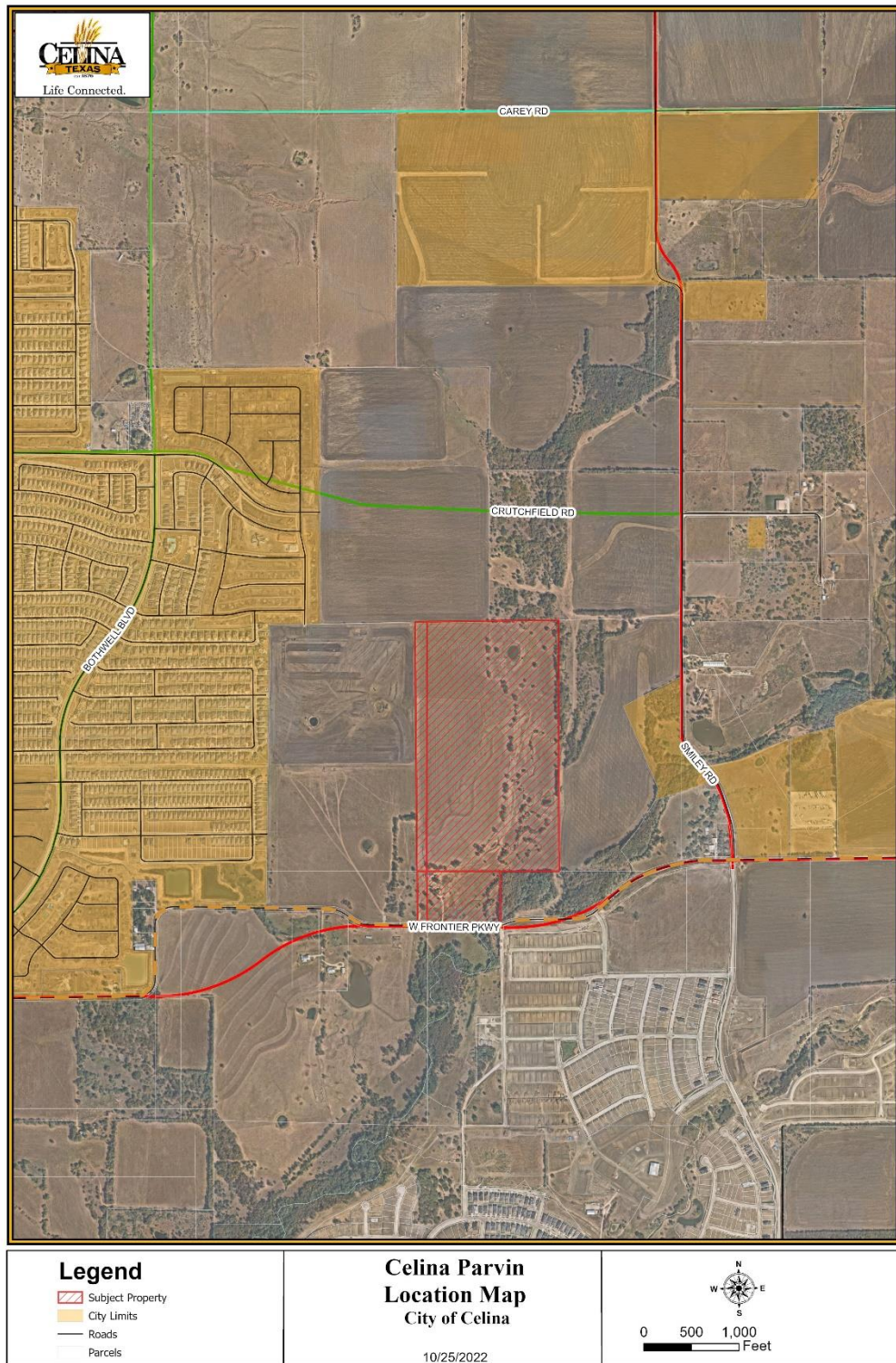


Exhibit C Concept Plan

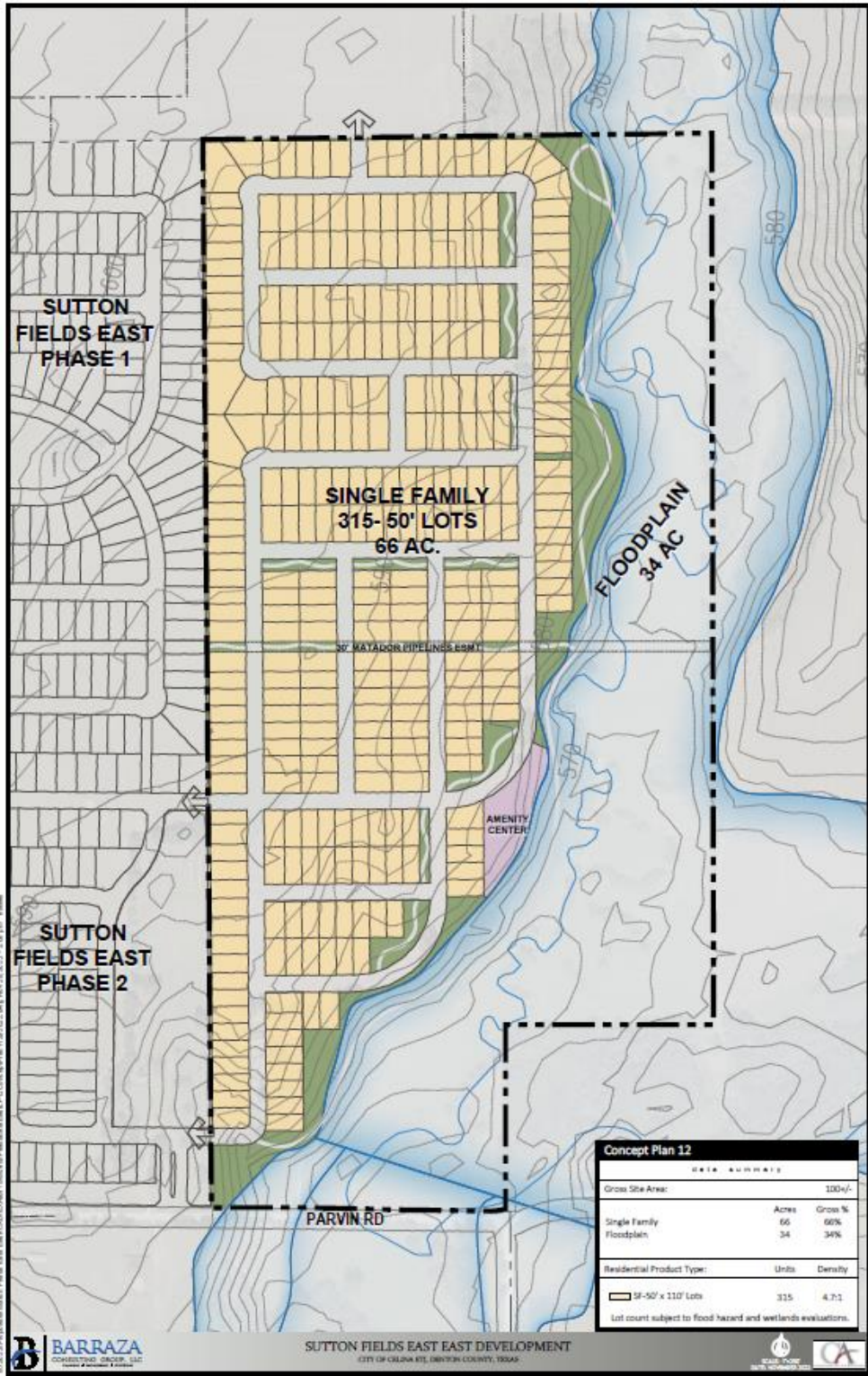


EXHIBIT D
DEVELOPMENT STANDARDS

Concept Plan:

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of streets, lotting patterns, and other infrastructure and amenities, all of which can be adjusted for pragmatic purposes at time of permitting. Such modifications shall not be unreasonably withheld but are subject to review and approval by the Director of Development Services. Nothing on the Concept Plan precludes the administration of Engineering requirements, such as detention, right-of-way dedication, or any other design regulation.

Architecture:

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

Amenities & Open Space:

- A 10' wide concrete trail is required along the creek
- Any SF development shall provide an amenity center site with splash pad, shade structure, fire pits, sitting area, and playground
- All development shall provide internal pedestrian connectivity
- Open space shall generally conform to the Neighborhood Vision Book

Land Use & Design Standards:

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

The property may be developed combination of any of the following product types:

- Maximum of 400 single-family detached lots
 - Maximum 200 rear-entry Townhome 25 x 90 lots.
 - Lot sizes are to be either 25' x 90', 40' x 110', 50' x 110', 60' x 110', or 70' x 110'
 - 25' and 40' must be alley loaded lots.
 - 50' wide, 60' wide and 70' wide lots must be front entry
- Each lot area regulations will abide by the Sutton Fields' PD standards as set forth in PD Ordinance No. PD 52 Sutton Fields



Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Jonathan Pollard, Senior Planner
CC: Dustin McAfee, Executive Director of Development Services
Date: September 12, 2023
Re: Wood Tract - PD Amendment

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by amending approximately 41 acres of Planned Development (PD) No. 74 with Multi-Family, Horizontal District (MF-0) and Commercial, Office, & Retail District (C) base zoning, and modified development standards; generally located west of future Coit Road and north and south of future Ownsby Parkway, within the City Limits. (Wood Tract – PD Amendment) (Mohan)

Background Information:

The applicant is requesting to amend approximately 41 acres of Planned Development (PD) No. 74 with Multi-Family, Horizontal District (MF-0) and Commercial, Office, & Retail District (C) base zoning, and modified development standards. Please refer to the attached documents for further information.

Legal Review:

N/A

Supporting Documents:

1. Location Map
2. Staff Presentation
3. Draft Ordinance

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.

PUNK CARTER PKWY

E OWNSBY, PKWY

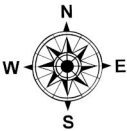
S COIT RD

Legend

-  SubjectProperty
-  City Limits
-  Roads
-  Parcels

**Wood Tract
Location Map
City of Celina**

6/15/2023



0 413 825 Feet

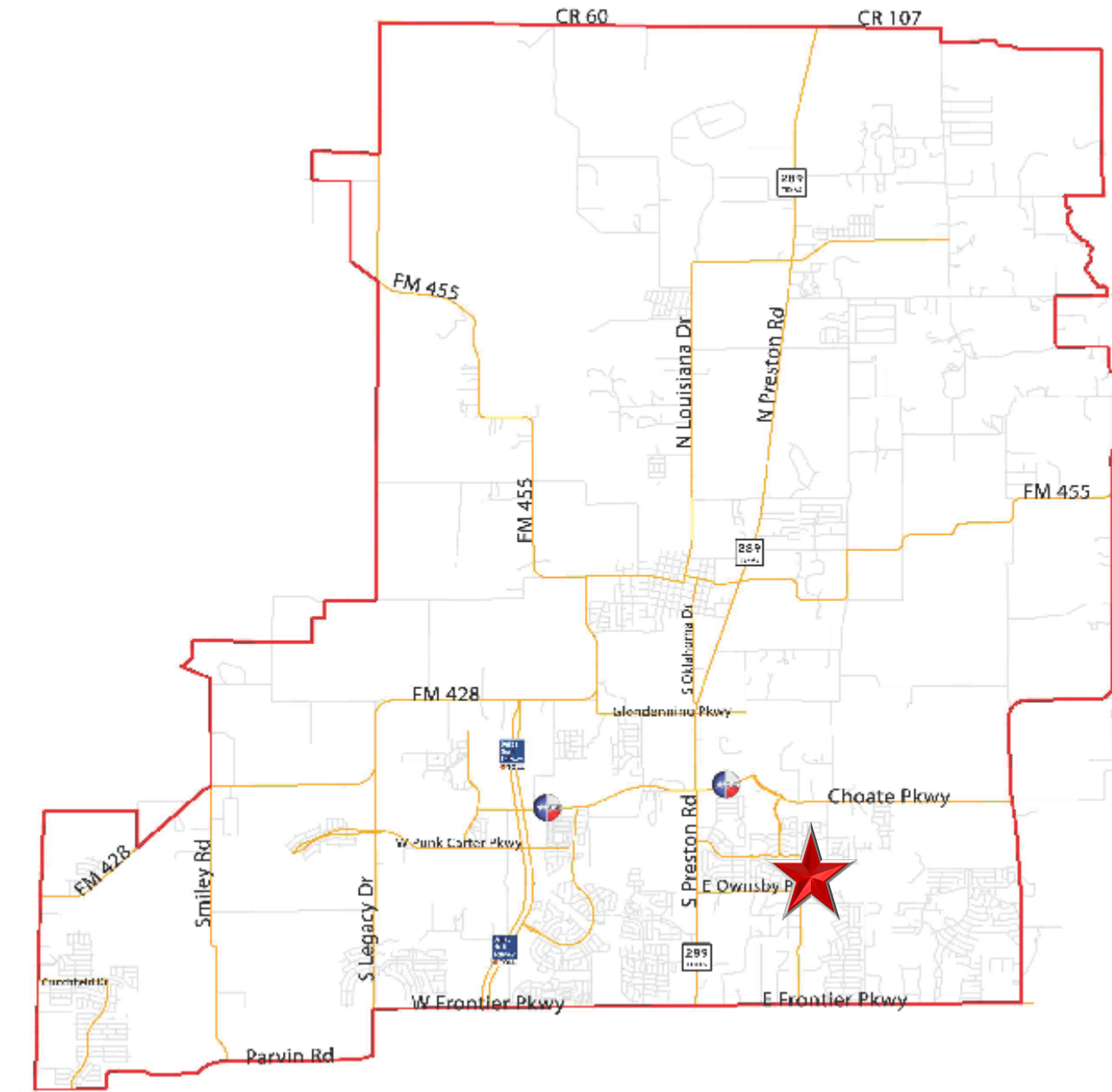
WOOD TRACT

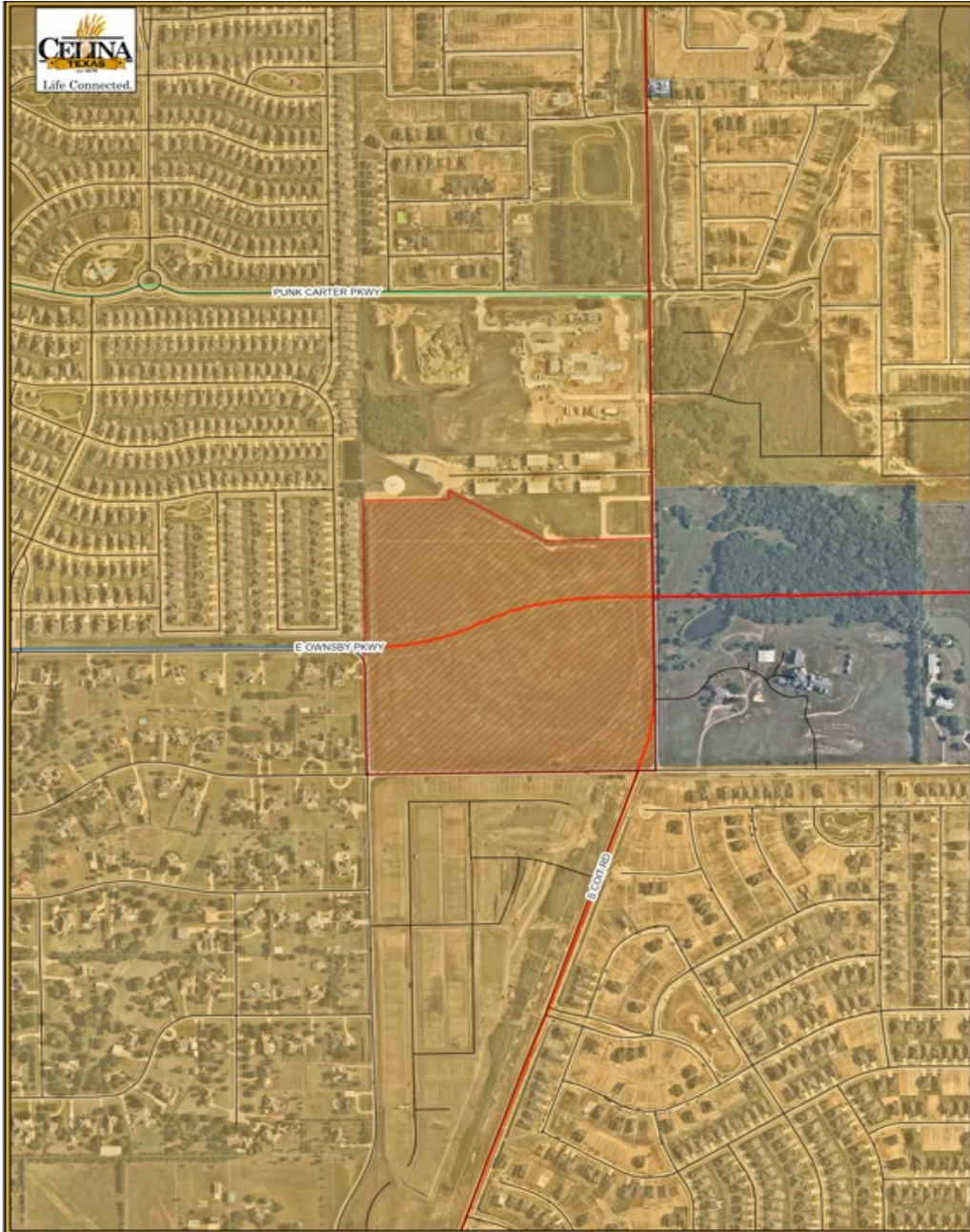
PD Amendment

City Council

September 12, 2023







LOCATION MAP

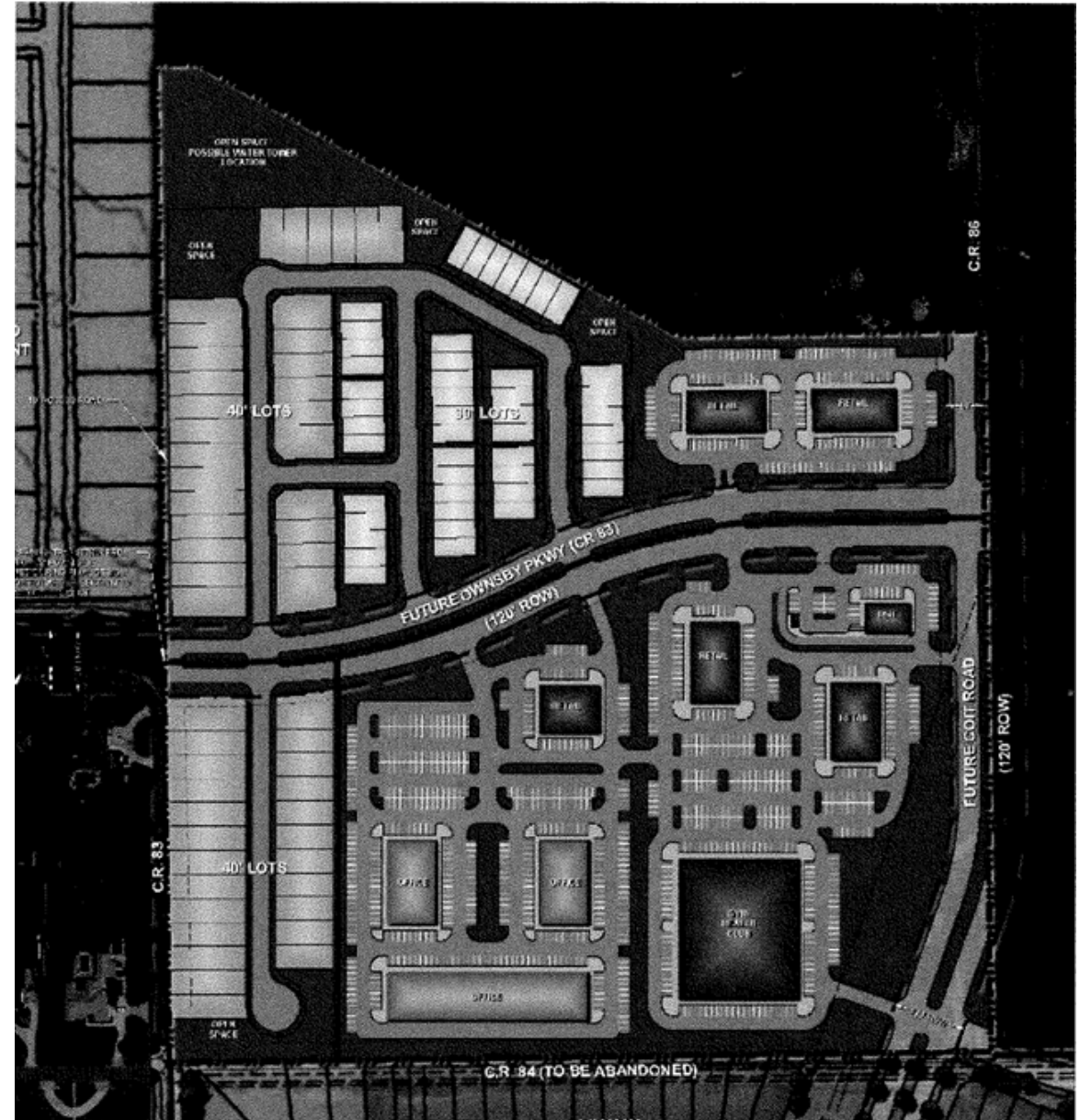
The subject property is generally located at the intersection of two 6-lane roadways (Coit Road and Ownsby Parkway)

BACKGROUND

- The subject property is approximately 41 acres
- The subject property was annexed into City Limits and zoned a Planned Development (PD-74) in 2016
- Ownsby Parkway, which is being constructed by the City, bisects the property
- The applicant's proposal is to amend the existing Mixed Use Planned Development with Single-Family Attached District (SF-A), Single-Family Detached District (SF-R), Commercial, Office, & Retail District (C) and Multi-Family, Horizontal District (MF-o) base zoning

EXISTING ENTITLEMENT (PD-74)

- Single-Family Attached & Detached
- Commercial, office, & retail land uses
- Multi-Family land uses (up to 4 stories)
- 30' and 40' wide lots (10 units/acre)
- 15' ROW landscape buffers
- Old 10% open space standard



PROPOSAL

- Single-Family Attached (SF-A), Single-Family Detached (SF-R), & Horizontal Multi-Family (MF-o) north of Ownsby Parkway
- 25' ROW landscape buffers
- Commercial, Office, & Retail land uses south of Ownsby Parkway
- 1-story garden office adjacent to CR 83 (across from single-family estate)



PROJECT OVERVIEW

- Fuel sales require a SUP on property with Commercial base zoning. The applicant requests that one gas station be permitted by right, without the need to obtain an SUP at the corner of Ownsby & Coit Road.

CURRENT V. PROPOSED

	CURRENT	PROPOSED
MF (3-4 stories)	Both north and south sides of Ownsby	Not allowed
MF (1 story max.)	Not included	North of Ownsby
Landscape Buffers	15'	25'
Commercial	Allowed	Allowed
Open Space	10%	20%

CR 83 BUFFERING

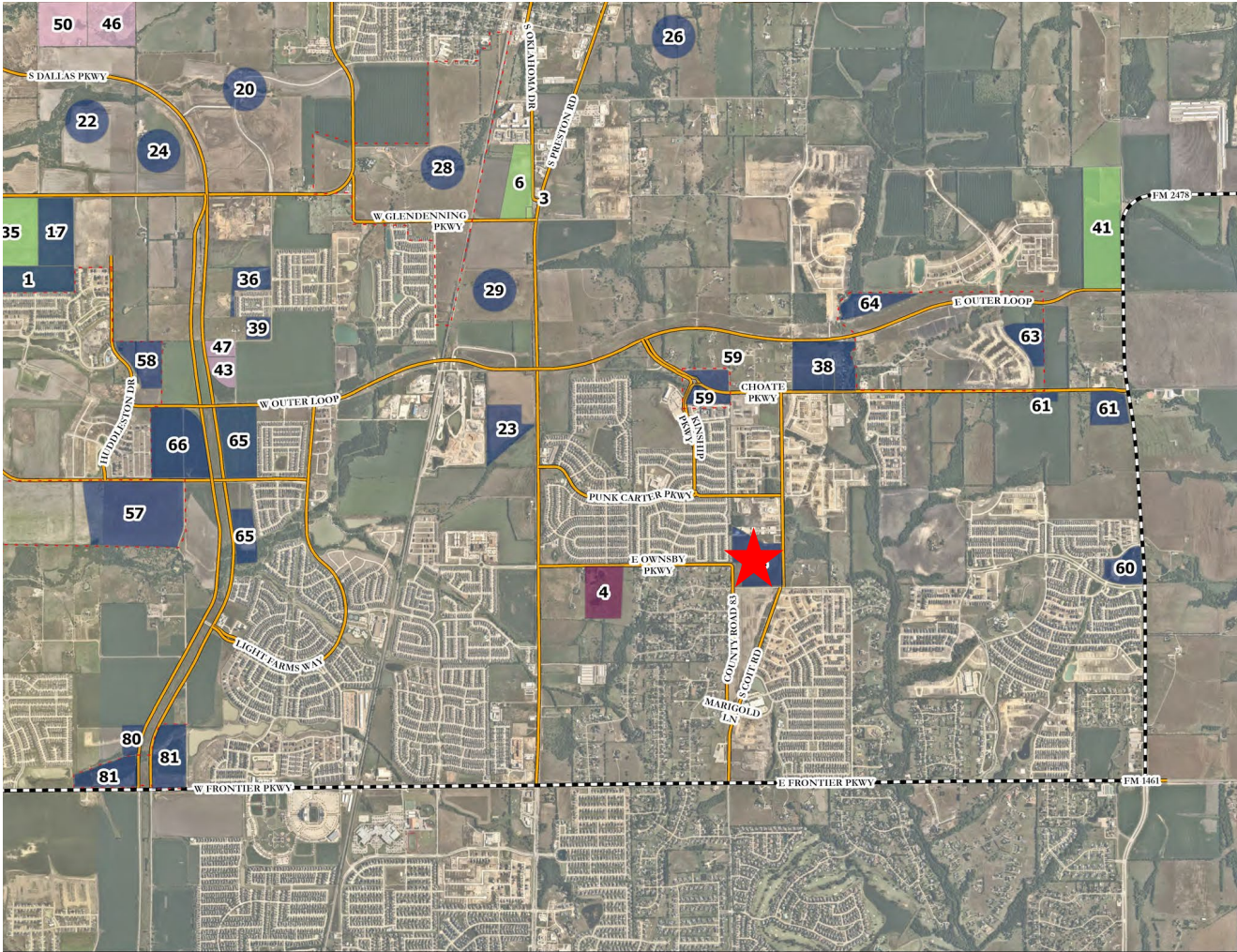
Since the P&Z public hearing, the applicant met with residents to discuss the impacts of development along County Road 83, and the following is proposed:

- Maximum 1-story garden office backing the County Road
- 100% Category A Masonry required
- 8' open ornamental iron fencing
- Enhanced evergreen landscaping (Eastern Red Cedars 12' O.C.)
- No vehicular access to County Road 83

POLICY CONSIDERATIONS

- North of Ownsby, the MF-0 product type is smaller and shorter in scale than the townhomes currently entitled and does not increase density
- The MF-0 land use is more appropriate adjacent to metal contractor shops and beneath an elevated water tower
- County Road 83 received special screening & design considerations
- The commercial component is already entitled and not inappropriate for the intersection of two 6-lane parkways
- The existing entitlement allows for 3-4 story multi-family

VICINITY ENTITLEMENTS

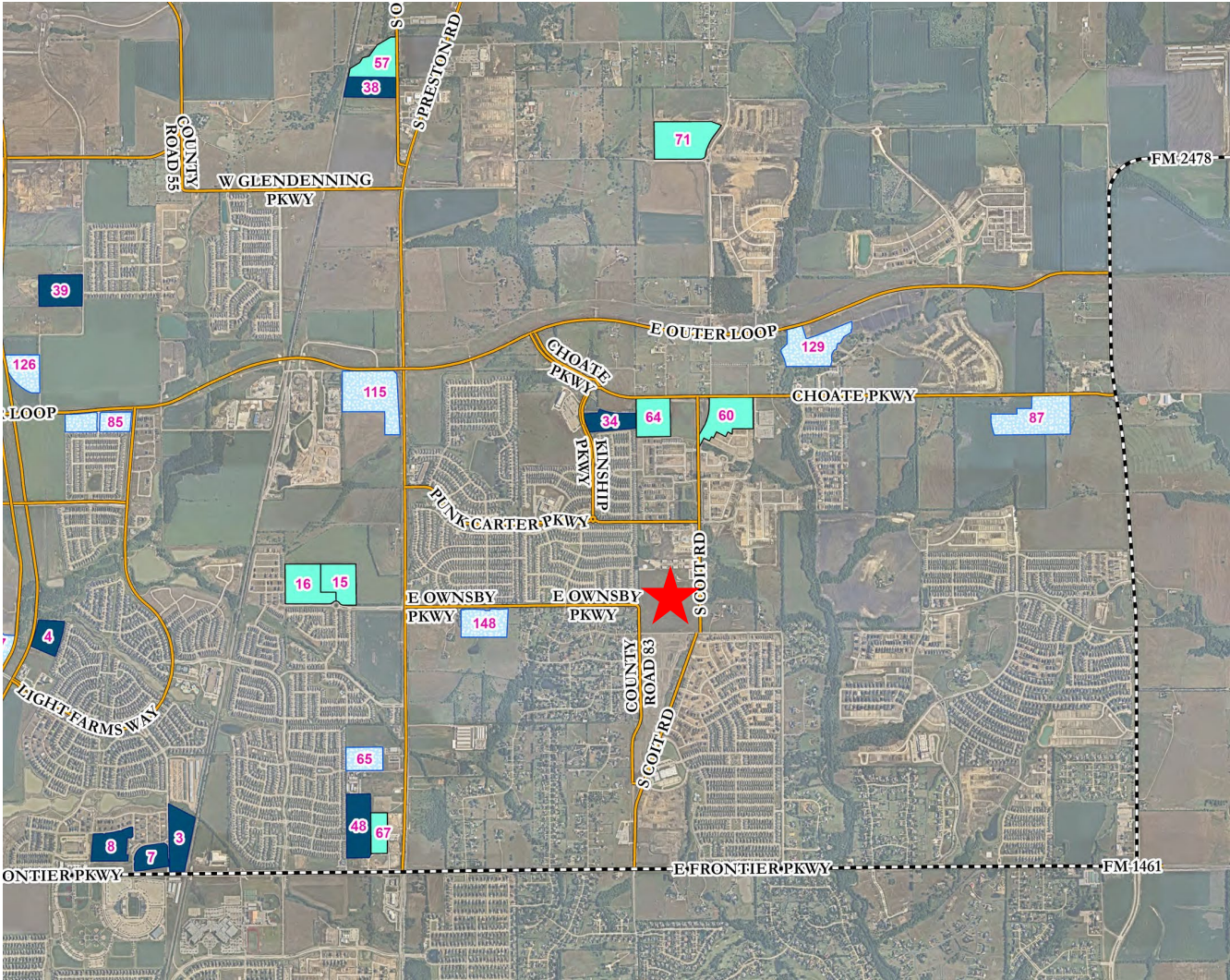


Legend

Entitlements

- DNTO
- Multi-Family
- Mixed Use
- PDs & DAs
- Ultimate Boundary
- Major Roads

VICINITY PROJECTS



Legend

--- Ultimate Boundary

— Major Roads

Project Status

Design

Construction

Open

P&Z PUBLIC HEARING

- The applicant discussed the reasoning for the re-evaluation of the zoning due to the Ownsby re-alignment
- Several residents spoke in opposition to the rezoning (commercial development, multi-family development, noise, traffic, property values, crime, etc.)
- Some speakers wondered why the existing mixed-use development could not be rezoned to an estate residential neighborhood
- Since the P&Z public hearing the developer has met with the neighborhood residents and discussed the proposal

P&Z DISCUSSION

- The Commission discussed how the existing commercial entitlements were not changing and were still appropriate for the intersection of two 6-lane roadways
- The Commission believed that the proposed MF-0 was preferred over the existing 3-4 story multi-family and townhome entitlements
- The Commission was concerned about the CR 83 transition and buffering

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at their July regular meeting, with the following commentary:
 - That the applicant speak to the adjacent neighbors to work out the County Road 83 treatment
- Staff recommends approval as presented

CITY OF CELINA, TEXAS
ORDINANCE 2023-_____
WOOD TRACT
AN AMENDMENT TO PLANNED DEVELOPMENT #74

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE REZONING OF LAND THAT IS APPROXIMATELY 41 ACRES LOCATED IN THE M. WILHITE SURVEY, ABSTRACT NO. 1008, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF COIT ROAD AND NORTH AND SOUTH OF FUTURE OWNSBY PARKWAY; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO AMEND PLANNED DEVELOPMENT NO. 74 (PD-74), WITH A BASE ZONING OF SINGLE-FAMILY RESIDENTIAL, ATTACHED DISTRICT (SF-A), SINGLE-FAMILY RESIDENTIAL, DETACHED DISTRICT (SF-R), MULTI-FAMILY, HORIZONTAL DISTRICT (MF-0), AND COMMERCIAL, OFFICE, & RETAIL DISTRICT (C), AND MODIFIED DEVELOPMENT REGULATIONS; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, this Ordinance amends a portion of PD #74, which was enacted through Ordinance 2016-74; and

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

WHEREAS, the Land Plan and Development Regulations, set forth in Exhibits “C” and “D,” attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district regulations.

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

of the City of Celina; and

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

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

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development (PD) No. 74 with a base of Single-Family Residential, Attached District (SF-A), Single-Family Residential, Detached District (SF-R), Multi-Family, Horizontal District (MF-0) and Commercial, Office, & Retail District (C), with modified development regulations, and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

- Exhibit A: Legal Description
- Exhibit B: Depiction of Property
- Exhibit C: Land Plan
- Exhibit D: Development Regulations

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT REGULATIONS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A", and depicted in Exhibit "B" attached hereto and incorporated herein as "PD" Planned Development No. 74 a base of Single-Family Residential, Attached District (SF-A), Single-Family Residential, Detached District (SF-R), Multi-Family, Horizontal District (MF-0) and Commercial, Office, & Retail District (C), with modified development regulations, and incorporates the Land Plan and Development Regulations, attached hereto as Exhibit "C" and "D," respectively.

SECTION 5 **REVISION OF ZONING MAP**

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

SECTION 6
COMPLIANCE REQUIRED

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

SECTION 7
PENALTY

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

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in 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 decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of
September, 2023.

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Exhibit A Legal Description

PROPERTY DESCRIPTION:

Being a 40.815 acre tract of land situated in the M. Wilhite Survey, Abstract Number 1008, in the City of Celina Extra-Territorial Jurisdiction, Collin County, Texas, and being part of a called 5.000 acre tract of land described to William K. Wood & Kathy D. Wood, by deed recorded in Document Number 20080310000279150, Official Public Records, Collin County, Texas, and being part of a called 38.00 acre tract described to William K. Wood & Kathy D. Wood, by deed recorded in Document Number 20071029001470070, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows (the bearings for this survey are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD83) (US Foot), with a combined scale factor of 1.000152710);

BEGINNING at a "PK" Nail found for the southwest corner of said 38.00 Acre tract, same being the northwest corner of a tract of land described to Celina Development, LLC, by deed recorded in Document Number 20151123001468620, Official Public Records, Collin County, Texas, and lying at the intersection of the County Road 83 with County Road 84;

THENCE North 00 degrees 55 minutes 38 seconds West, with the west line of said 38.00 acre tract and the approximate centerline of said County Road 83, passing at a distance of 649.89 feet a 5/8-inch rebar found for the southeast corner of a tract of land described to Celina Development North, LLC, by deed recorded in Document Number 2016060900070900, Official Public Records, Collin County, Texas, and continuing with the east line of said Celina Development North, LLC tract and the west line of said 38.00 acre tract, a total distance of 670.02 feet to a 1/2-inch rebar with yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) set for corner;

THENCE North 32 degrees 58 minutes 19 seconds East, departing the the east line of said Celina Development North, LLC tract and the west line of said 38.00 acre tract, a distance of 71.72 feet to a 1/2-inch rebar with yellow cap stamped (ASC) set for corner;

THENCE North 00 degrees 55 minutes 38 seconds West, a distance of 694.06 feet to a 1/2-inch rebar with yellow cap stamped (ASC) set for corner;

THENCE North 89 degrees 04 minutes 22 seconds East, a distance of 371.09 feet to a 1/2-inch rebar with yellow cap stamped (ASC) set for corner;

THENCE North 00 degrees 55 minutes 38 seconds West, a distance of 44.95 feet to a 1/2-inch rebar with yellow cap stamped (ASC) set for corner in the northeast line of said 5.00 acre tract, same being the southwest line of a tract of land described to Tambros Land Company, LLC, by deed recorded in Document Number 2017010600002770, Official Public Records, Collin County, Texas, from which a 1/2-inch rebar found for the northernmost northeast corner of said 5.00 acre tract and the westernmost corner of said Tambros Land Company, LLC tract bears North 60 degrees 43 minutes 41 seconds West, a distance of 394.31 feet;

THENCE South 60 degrees 43 minutes 41 seconds East, with the southwest line of said Tambros Land Company, LLC tract and the northeast line of said 5.00 acre tract, a distance of 529.89 feet to a 1/2-inch rebar found for the east corner of said 5.00 acre tract, same being the southwest corner of said Tambros Land Development Company, LLC tract, and lying in the north line of said 38.00 acre tract;

THENCE North 89 degrees 09 minutes 10 seconds East, with the south line of said Tambros Land Company, LLC and the north line of said 38.00 acres tract, a distance of 508.62 feet to a "PK" Nail found for the northeast corner thereof, same being the the southeast corner of said Tambros Land Company, LLC tract, and lying in the west line of a tract of land described to Christopher Wesson Bosh and Adrienne Bosh, by deed recorded in Document Number 2013001001373380, Official Public Records, Collin County, Texas, from which a "PK" Nail found for the northwest corner of said Bosh tract bears North 00 degrees 44 minutes 08 seconds West, a distance of 276.15 feet, and a "PK" Nail found for the northeast corner of said Tambros Land Company, LLC tract bears North 00 degrees 44 minutes 08 seconds West, a distance of 485.67 feet;

THENCE South 00 degrees 44 minutes 08 seconds East, with the east line of said 38.00 care tract and the west line of said Bosh tract, a distance of 1203.24 feet to a "PK" Nail found for the southeast corner of said 38.00 acre tract, same being the southwest corner of said Bosh tract, and lying on the north line of said 1st referenced Celina Development, LLC tract, and the approximate centerline of said County Road 84;

THENCE South 89 degrees 09 minutes 10 seconds West, with the south line of said 38.00 care tract, the north line of said 1st referenced Celina Development, LLC tract, and the approximate centerline of said County Road 84, a distance of 1373.66 feet to the POINT OF BEGINNING and containing 40.815 acres of land, more or less.

Exhibit B Depiction of Property

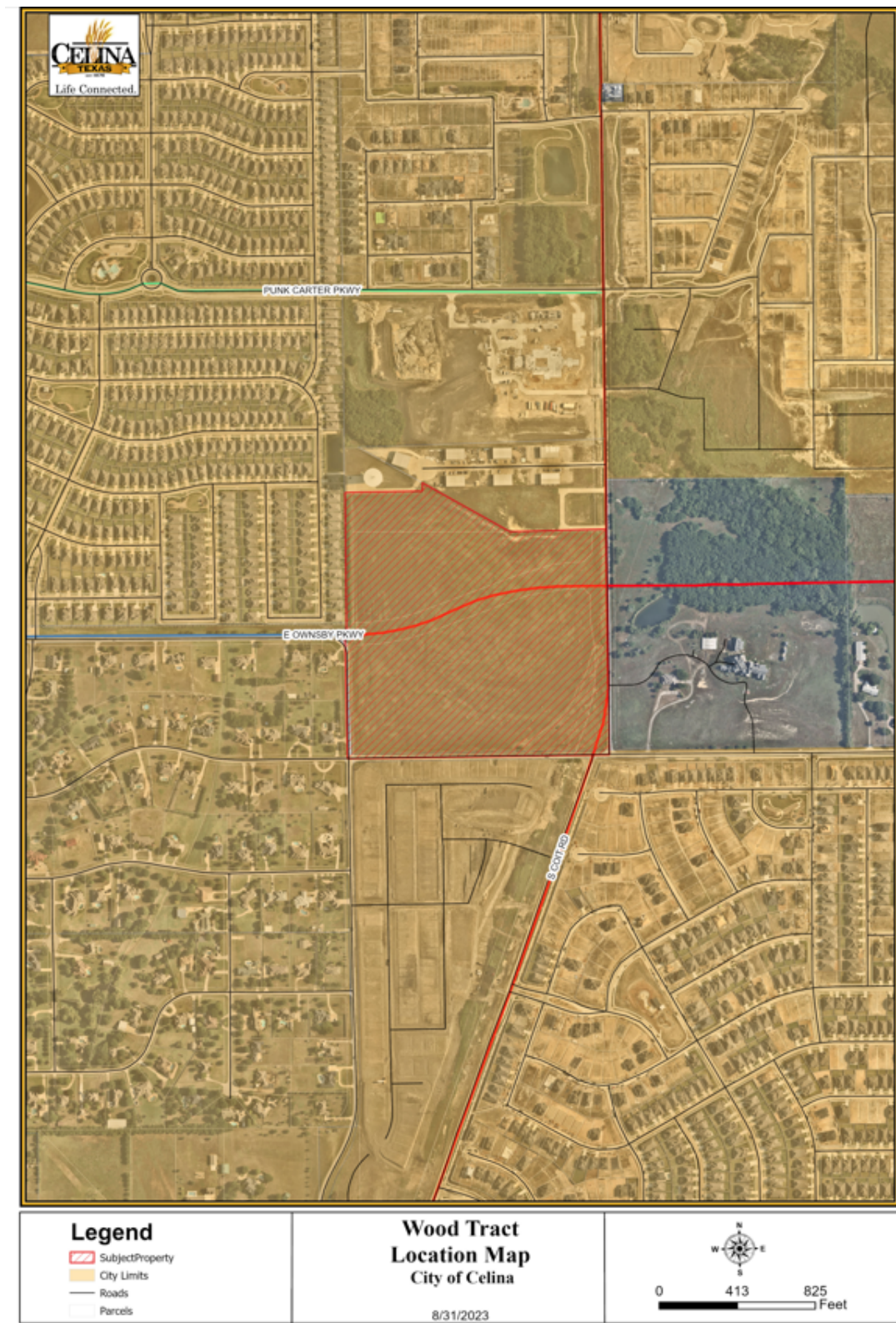


Exhibit C Land Plan

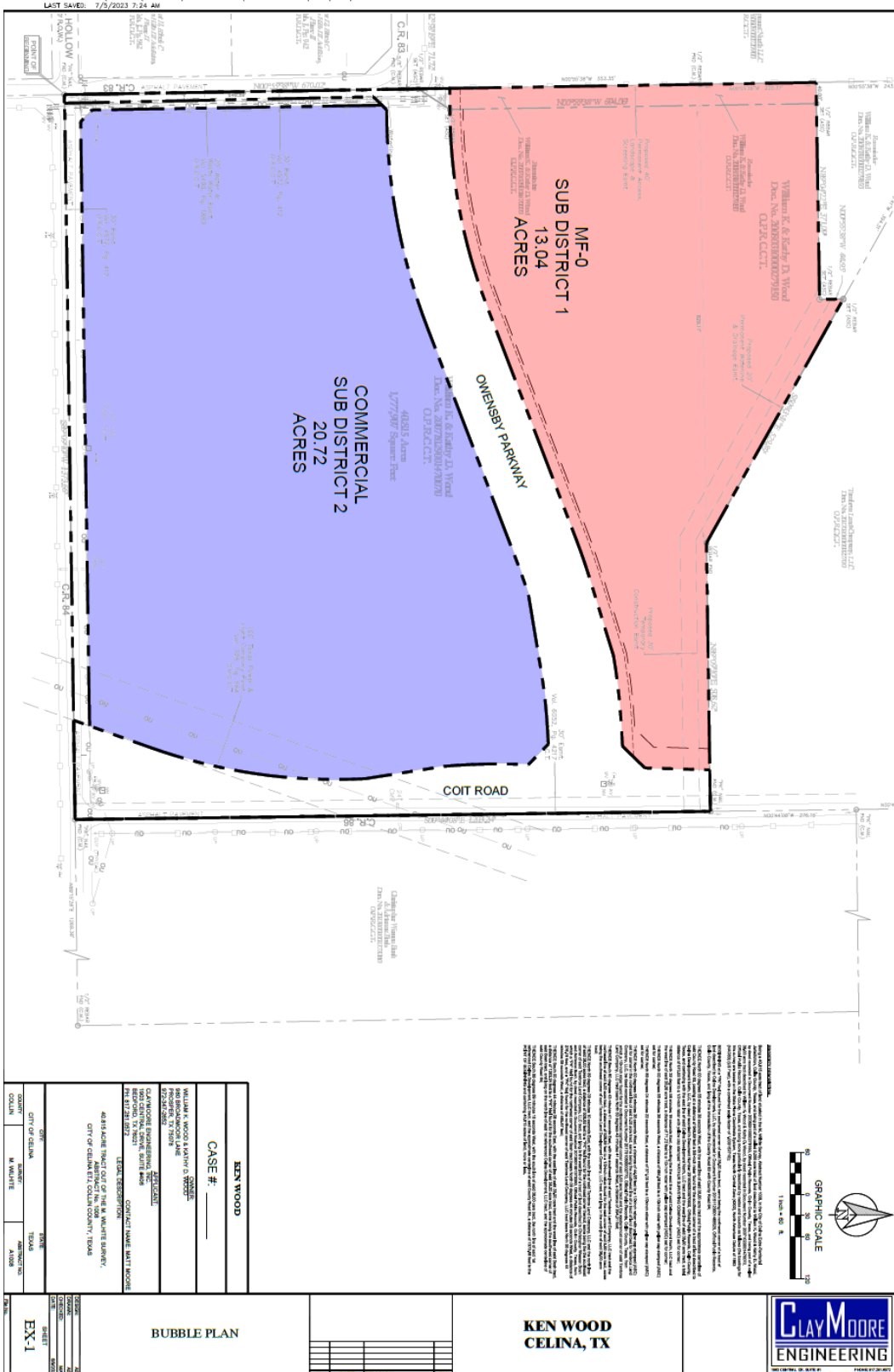


Exhibit D Development Regulations

- ❖ All development within the northern portion of the Tract shall meet the standards of the Multi-Family, Horizontal District (MF-0), Single-Family Residential Attached District (SF-A) or Single-Family Detached District (SF-R) and incorporate the Development Regulations below.
- ❖ All development within the southern portion of the Tract shall meet the standards of the Commercial, Office, & Retail District (C), Single-Family Attached District (SF-A) or Single-Family Detached District (SF-R), as established in the City of Celina Zoning Ordinance, with the exceptions noted herein.

Regulations for 'C' (Commercial District):

The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, as may be amended, except as follows:

- a. Maximum Height. Adjacent to County Road 83, a maximum height of 1 story applies.
- b. Building Orientation. Any building located along County Road 83 should back to the County Road. Additionally, no vehicular access drive from County Road 83 is allowed.
- c. Architecture. Any building backing to County Road 83 will be 100% masonry as defined by the Category A materials found in the Zoning Ordinance.
- d. Use restrictions. Adjacent to County Road 83 only garden, professional, or medical office is permitted. No retail or other commercial land uses are permitted adjacent to County Road 83. One gas station is permitted by right at the southwest intersection of Coit Road & Ownsby Parkway.
- e. Landscape Buffers. Adjacent to all perimeter roadways, a 25' landscape buffer applies. Along County Road 83 the landscape buffer is to have enhanced evergreen screening (Eastern Red Cedars at 12' O.C.) and an 8' open ornamental fence.

Regulations for 'MF-0' (Horizontal Multi-Family District):

The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, as may be amended, except as follows:

- a. Maximum density. The maximum overall density for the MF-0 development shall be 12 units/acre.
- b. Maximum height. Maximum height of the MF-0 development shall be one (1) story. Generally, 1-2 units per building, with a maximum of 4 units per building.
- c. Architecture. MF-0 developments are expected to abide by Single-Family architectural requirements (all units shall be 80% brick or stone, with the remainder allowed to be stucco or cementitious fiberboard, on all facades).



Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Jonathan Pollard, Senior Planner
CC: Dustin McAfee, Executive Director of Development Services
Date: September 12, 2023
Re: Stone Tract Resubmittal - PD Zoning

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 18 acres to a Planned Development (PD) with the Collin County Outer Loop Overlay District (CCOLO) base zoning, and modified development standards; generally located at the northeast corner of future Coit Road and the Collin County Outer Loop, within the City Limits. (Stone Tract Resubmittal – PD Zoning) (McAfee)

Background Information:

This item is for the rezoning of approximately 18 acres from Agricultural District (AG) to a Planned Development (PD) with the Collin County Outer Loop Overlay District (CCOLO) base zoning, and modified development standards. Please refer to the attached documents for further information.

Legal Review:

N/A

Supporting Documents:

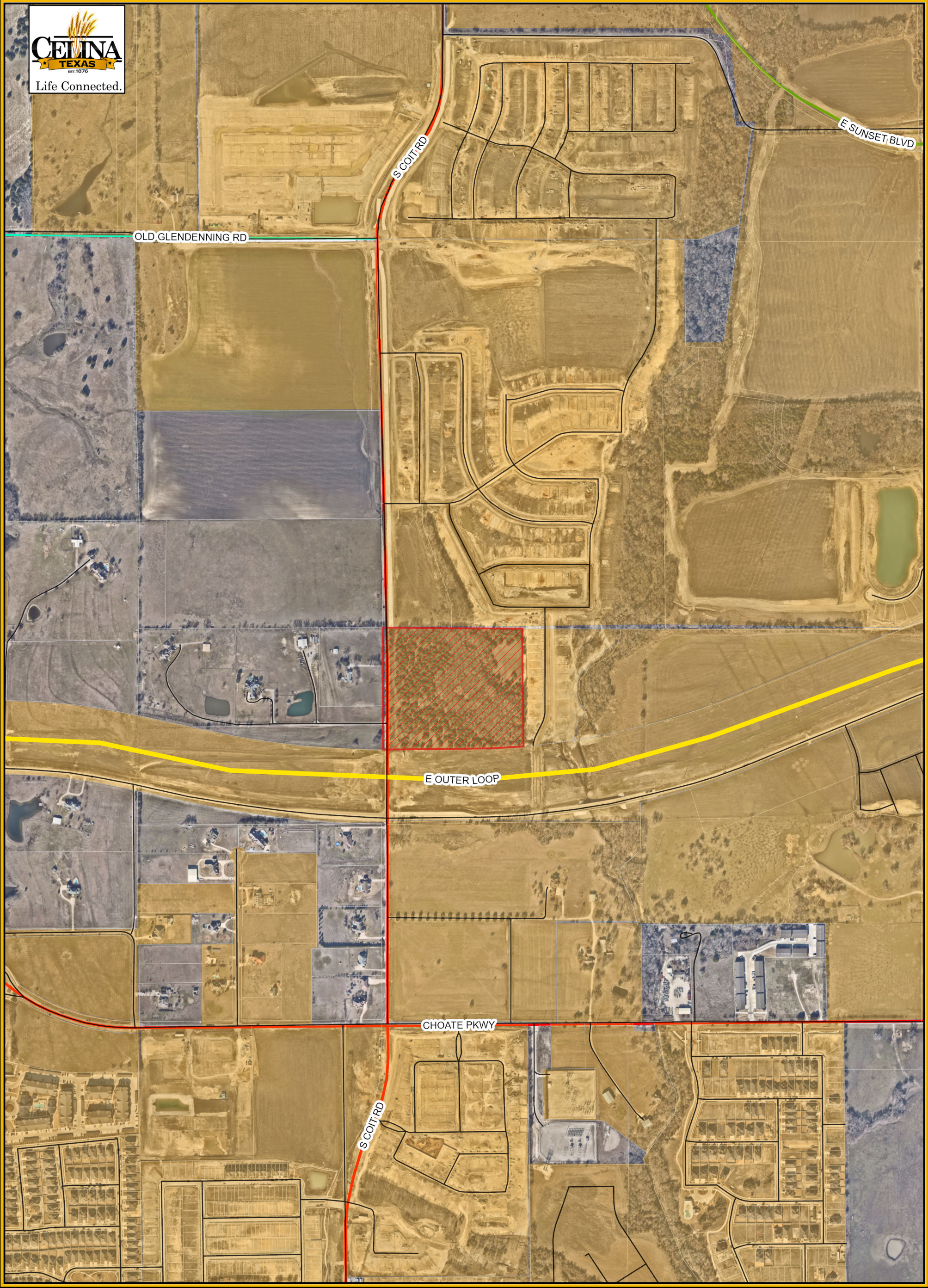
1. Location Map
2. Staff Presentation
3. Draft Ordinance

Financial Consideration:

N/A

Staff Recommendation:

N/A

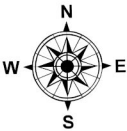


Legend

-  Subject Property
-  City Limits
-  Roads
-  Parcels

**Stone Tract
Location Map
City of Celina**

5/30/2023



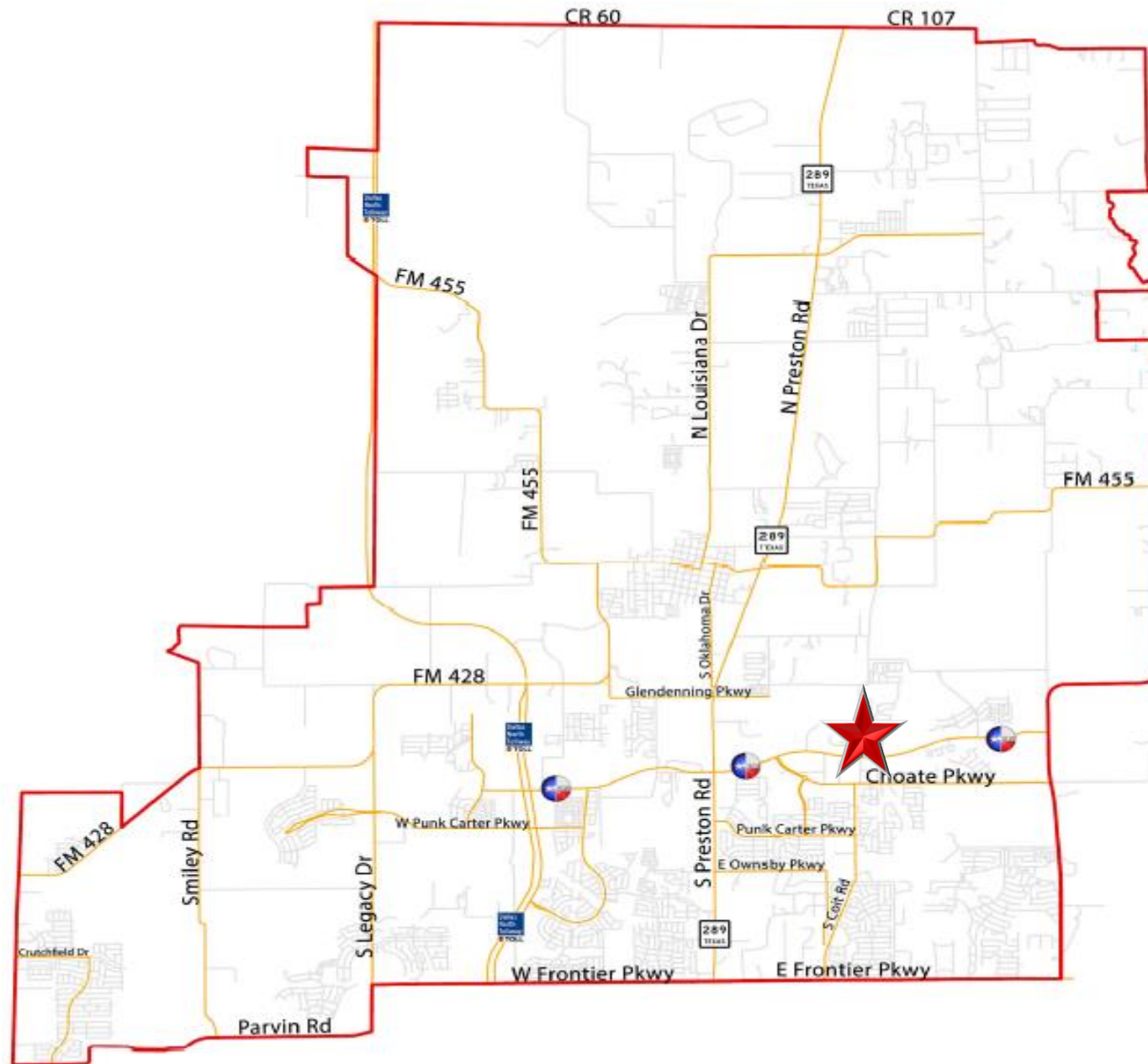
0 500 1,000
Feet

STONE TRACT RESUBMITTAL

PD Zoning

City Council
September 12, 2023







LOCATION MAP

The subject property is generally located at the northeast corner of future Coit Road and the Collin County Outer Loop

BACKGROUND

- The subject property is approximately 18 acres
- The property was annexed into City Limits and zoned Agricultural District (AG) in 2022
- The applicant is proposing a base zoning of the Collin County Outer Loop Overlay District (CCOLO) with Commercial, Office, & Retail District (C), and Multi-Family, Urban Edge District (MF-2) or Multi-Family, Urban Living District (MF-3)
- The zoning was denied by the City Council at its regular meeting in July, and the applicant desires for the City to reconsider the same rezoning request

5

- A creek bisects the property
- Extensive ROW dedication for the Outer Loop & Coit Road
- The applicant's request is for commercial on the hard corner and multi-family on the remainder of the tract

**623.179 ACRES
±16.35 AC. NET OF RIGHTS OF WAY**
 COLLIN COUNTY, TEXAS
 G.C. NO. 2019-000000000-000-000-000
 ZONING: AG
 USE: VACANT
 PROPOSED ZONING: PD
 PROPOSED USE: MIXED USE

COLLIN COUNTY OUTER LOOP
 COLLIN COUNTY, TEXAS
 G.C. NO. 2019-000000000-000-000-000
 PROJECT: [illegible]
 USE: [illegible]

COOL ROAD

CR NO. 67

TO PRELIMINARY JUNCTION AND

**CR-553.18
L=553.18'
R=497.50'**

**COLLIN COUNTY, TEXAS
G.C. NO. 2019-000000000-000-000-000
PROJECT: [illegible]
USE: [illegible]**

POINT OF BEGINNING

LOT 3, BLOCK A, MULTI-FAMILY (±339,218 SF ±12.37 Ac.)

LOT 2, BLOCK A, RETAIL (RESTAURANT) (±78,788 SF ±1.81 Ac.)

LOT 1, BLOCK A, COMMERCIAL (C-STORE) (±24,194 SF ±2.16 Ac.)

PARKING AREA

CITY ROAD

CITY EDGE, EDGE

CONSTRUCTION AND EXISTING

COLLIN COUNTY OUTER LOOP

LEGEND: CONSTRUCTION AND EXISTING

Page 739 of 1089

PROJECT OVERVIEW

- Fuel sales require an SUP in the Outer Loop base zoning. The applicant requests that one gas station be permitted by right, without the need to obtain an SUP

POLICY CONSIDERATIONS

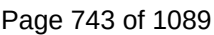
- The applicant is requesting a 60' building setback and a 15' landscape buffer adjacent to single-family residential (to the north and east)
- Regional standard is a 20' building setback and a 10'-15' landscape buffer
- City standard:

ARTICLE II, PART THREE, TABLE 1		
SETBACKS & LANDSCAPE BUFFERS ADJACENT TO SINGLE-FAMILY		
<i>Structures – Number of Stories</i>	<i>Setback from Adjacency to SF</i>	<i>Buffer Width within Setback</i>
1 or 2 story	40 feet	20 feet
3 story	60 feet	30 feet
4+ story	100 feet	40 feet

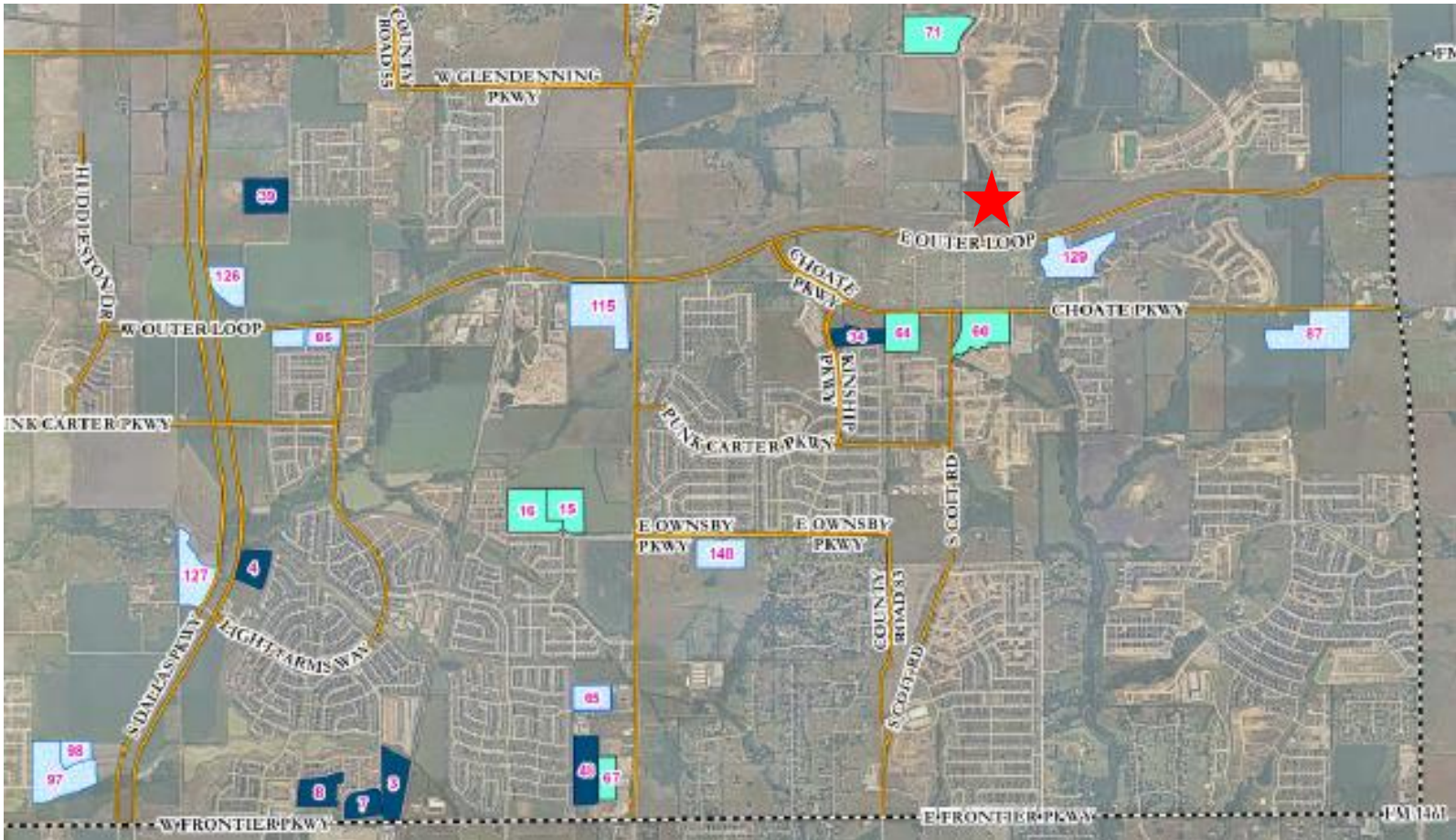
POLICY CONSIDERATIONS

- The Collin County Outer Loop and Coit Road intersection can accommodate larger scale development
- The proposed zoning request is in conformance with the Future Land Use Plan, which supports mixed use development along the Outer Loop corridor
- The creek tangibly limits the retail (i.e. Big Box) potential of the property
- The requested setbacks allow the creek to be engaged and are within regional standard
- Celina has a large inventory of existing multi-family entitlement

9



VICINITY PROJECTS



Legend

- Ultimate Boundary
- Major Roads
- Project Status
 - Design
 - Construction
 - Open

P&Z PUBLIC HEARING

- The Commission asked the applicant why the request was denied by Council previously
- The applicant indicated that after the ROW dedication, improvements to the creek, landscaping requirements, fire lane and parking, the total amount of Multi-Family that can be developed is approximately 8 acres
- The Commission indicated that the request seemed appropriate given the creek's impact and being at the corner of Coit Road and the Outer Loop

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in August
- No public comments or speakers

**CITY OF CELINA, TEXAS
ORDINANCE 2023-_____
STONE TRACT
PLANNED DEVELOPMENT #144**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE REZONING OF LAND THAT IS APPROXIMATELY 18 ACRES LOCATED IN THE LEVIN ROUTH SURVEY, ABSTRACT NO. 779, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHEAST CORNER OF COIT ROAD AND THE COLLIN COUNTY OUTER LOOP; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO BE REZONED FROM AGRICULTURAL DISTRICT (AG) TO A PLANNED DEVELOPMENT (PD-144) WITH A BASE ZONING OF THE COLLIN COUNTY OUTER LOOP OVERLAY DISTRICT (CCOLO), WITH MODIFIED DEVELOPMENT STANDARDS; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT STANDARDS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 144 with a base zoning of the Collin County Outer Loop Overlay District (CCOLO), with modified development standards, and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

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

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as "PD" Planned Development District No. 144 with a base zoning of the Collin County Outer Loop Overlay District (CCOLO), with modified development standards, and incorporates the Concept Plan and Development Standards, attached hereto as Exhibit "C" and "D," respectively.

SECTION 5 **REVISION OF ZONING MAP**

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

SECTION 6 **COMPLIANCE REQUIRED**

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

SECTION 7 **PENALTY**

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

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

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

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

SECTION 10 **SEVERABILITY**

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in 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 decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of September 2023.

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Exhibit A

Legal Description

BEING a tract of land situated in the Levin Routh Survey, Abstract No. 779, Collin County, Texas and being part of a called 28.731 acre tract conveyed to Celina Stone, LLC as recorded in County Clerk No. 20160916001237420 of the Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING in County Road No. 87 at Mag Nail found for northwest corner of the called 28.731 acre tract of land and said Mag Nail being the northeast corner of a called 4.4700 acre tract conveyed to Ram & Manjula Yalamanchili as recorded in County Clerks No. 20150908001137760 of the Official Public Records of Collin County, Texas;

THENCE S 89°38'40" E a distance of 943.35' to a 1/2" iron rod with plastic cap stamped "4613" set for the northeast corner of the called 28.731 acre tract of land and said iron rod being in the south line of a called 111.844 acre tract of land conveyed to VPTM Cross Creek LB, LLC as recorded in County Clerk No. 20210916001894820 of the Official Public Records of Collin County, Texas and said iron rod also being the northwest corner of a called 8.37 acre tract of land conveyed to VPTM Cross Creek, LLC as recorded in County Clerk No. 20211119002368110 of the Official Public Records of Collin County, Texas;

THENCE S 00°43'16" E a distance of 794.46' to a 1/2" iron rod found for the southeast corner of the hereto described tract of land at the beginning of a non-tangent curve to the right and said iron rod being the northeast corner of a called 10.987 acre tract of land conveyed to Collin County, Texas for future Right-of-Way and recorded in County Clerk No. 20191203001534260 of the Official Public Records of Collin County, Texas;

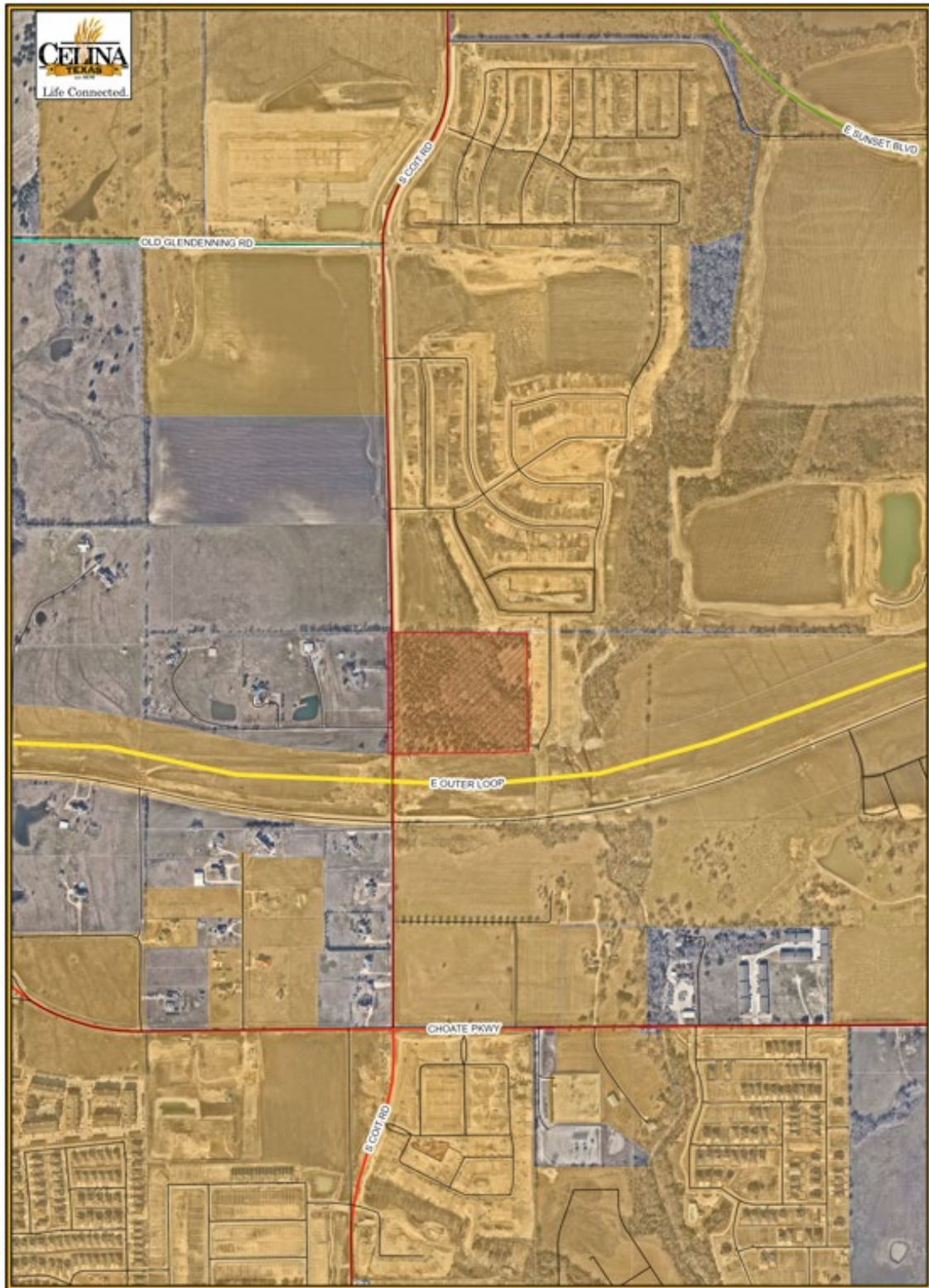
THENCE along the north line of the called 10.987 acre tract and with said non tangent curve to the right with an arc length of 352.97', with a radius of 4720.50', with a chord bearing of S 87°12'39" W, with a chord length of 352.88' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE S 89°21'11" W with the north line of the called 10.987 acre tract of land a distance of 574.76' to a 1/2" iron rod with plastic cap stamped "4613" set for corner at the beginning of a curve to the right;

THENCE with said curve to the right with an arc length of 24.08', with a radius of 5352.22', with a chord bearing of S 89°28'55" W, with a chord length of 24.08', to a capped iron rod stamped "LAMBSTAR" found in County Road 87 for the northwest corner of the called 10.987 acre tract of land;

THENCE N 00°08'36" W with County Road 87 a distance of 824.13' to the POINT OF BEGINNING and containing 771419 Square Feet 17.709 acres of land.

Exhibit B
Depiction of Property



PROPERTY SUMMARY	
ZONING AVERAGE 3179 AC	
NET ACROSS OF BOX 16.9 AC	
NET ACROSS OF BOX 16.9 AC	
TO DEVELOP RETAIL (COMMERCIAL MULTIFAMILY)	
MULTIFAMILY	
28 UNITS	
1.00 PARKING SPACES PER UNIT	
1.00 PARKING SPACES PER UNIT	
PARKING SHOWN 281	
PARKING SHOWN 281	
COMMERCIAL (RETAIL RESTAURANT)	
RETAIL COMMERCIAL	
1.00 OF RETAIL	
MINIMUM PARKING 40 RETAIL	
PARKING SHOWN 43	
REFFER TO RETAIL	
1.00 OF RESTAURANT	
1 PARKING SPACES PER 100 SF RESTAURANT	
1 PARKING SPACES PER 100 SF RESTAURANT	
PARKING SHOWN 43	
COMMERCIAL (C-STORE)	
6.00 SF	
1 PARKING SPACES PER 250 SF	
1 PARKING SPACES PER 250 SF	
PARKING SHOWN 52	



EXHIBIT C
Stone Eighteen
2-RETAIL / COMMERCIAL LOTS AND 1-MULTI FAMILY LOT ON
APPROXIMATELY 23.173 ACRES IN THE LEVIN ROUTH SURVEY
ABSTRACT NO.779 IN THE CITY OF CELINA,
COLLIN COUNTY, TEXAS

ENGINEER / SUPERVISOR:
Kimley-Horn & Associates
Division of Texas Registration No. 4266
Professional Engineering Firm
Suite 210
Frisco, TX 75034
P (972) 355-3560
Contact: Frank Abbott PE

Kimley-Horn

COLLIN COUNTY, TEXAS
OWNER / CLIENT: TEXAS
Elevated Properties
Marion J. Nichols
10000 Preston Road
Dallas, TX 75020
P (972) 346-0344
E enrich@kimley-horn.com

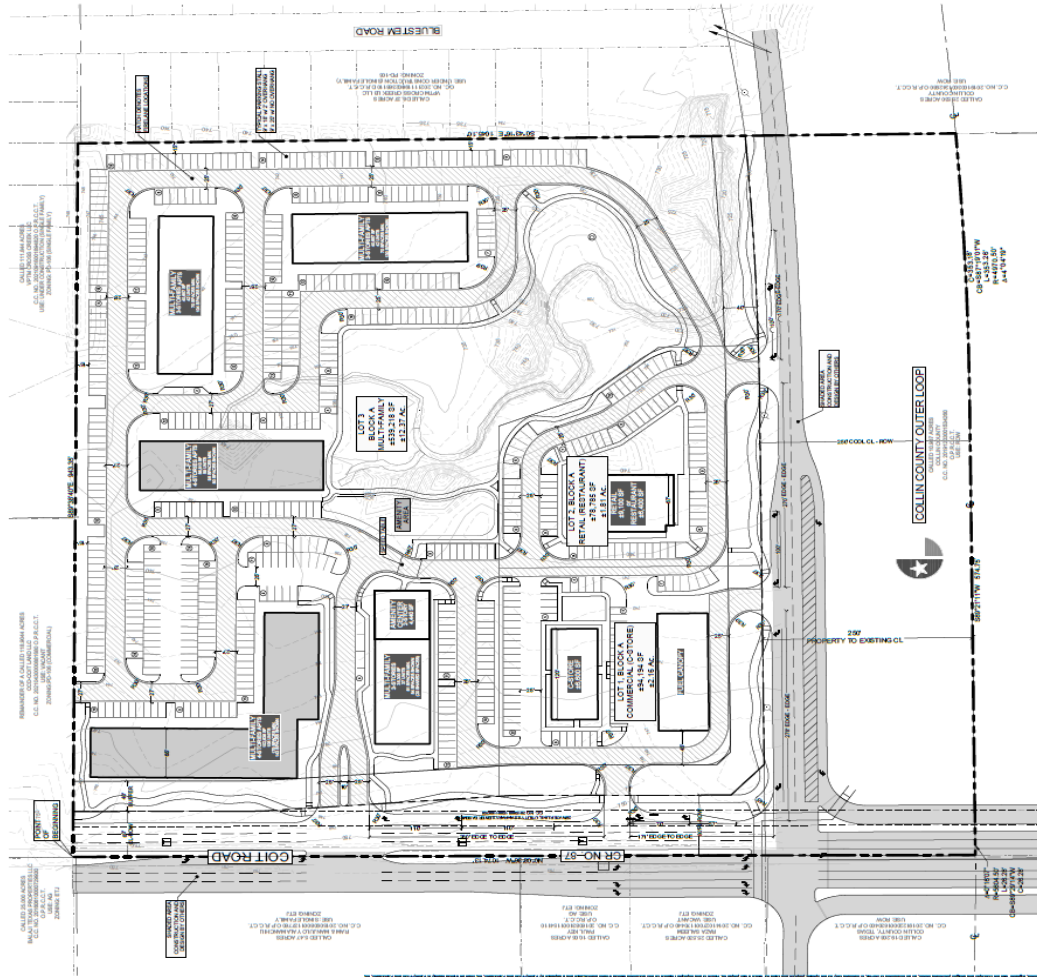
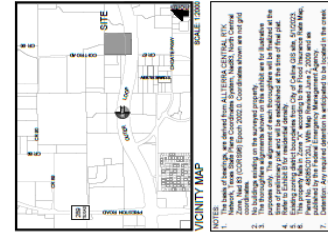


Exhibit D Development Standards

These planned development standards are established to provide areas for mixed-use development, encourage and promote well-planned, compact, and viable retail/mixed-use development.

All development within Tract shall meet the standards of the Collin Counter Outer Loop Overlay District (CCOLO) as established in the City of Celina Zoning Ordinance, with the exceptions noted herein.

- (a) **Permitted Uses.** The following uses are allowed by right or by the approval of a Specific Use Permit (SUP) as noted herein. Other uses are allowed per the Schedule of Uses for the CCOLO District as outlined in the City's Zoning Ordinance:

Schedule of Permitted Uses	
Land Use	
Assisted Living	S
Dwelling, Senior Living, all types	S
Gas Pumps/Fuel Sales ¹	P
Medical Facilities (secondary / ancillary)	P
MF-3, Multi-Family Urban Living ²	P
MF-2, Multi-Family Urban Edge ²	P
Restaurant, Dine-In or Drive-Thru	P

1. A maximum of 1 is allowed by right (excluding fueling stations that are allowed as accessory uses herein).
2. Age restricted senior living (Independent Living) is allowed within this multiple family use.

(b) **Development Regulations**

- A. All multi-family buildings within the development shall be a minimum of two (2) stories in height and a maximum height of four (4) stories except as noted in 2A.
2. **Miscellaneous Requirements:**
 - A. No less than 3 acres at the intersection of the Outer Loop and CR 97 will be Commercial uses as allowed under this Ordinance.
 - B. Garage doors may not face a public street. This provision does not include podium parking which is allowed by right as long as there is a tall evergreen screening element between the parking and the public street.
 - C. Age restricted multifamily (Independent Living) complexes can park at a ratio of 1 space per unit.
 - D. No less than 1.60 spaces per dwelling unit overall.
 - E. The front building along Coit Road can be within 10' of the northern property line where adjacent to commercial property.
 - F. Second story (and above) balconies and/or patios can extend 5 feet into the minimum setback/landscape buffer.
 - G. The landscape buffer between the adjacent residential properties to the north and east (PD 106) shall be a minimum of 15', and the building setback shall be 60'.

	West of Creek	East of Creek
Land use	MF-2, MF-3 (incl. Podium)	MF-2
Height	6 story max	4 story max
Density	MF-2 & Podium are to be 28 units/acre MF-3 has a max of 60 units/acre	MF-2 is to be 28 units/acre



Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Arabella Lopez, Senior Planner
CC: Dustin McAfee, Executive Director of Development Services
Date: September 12, 2023
Re: Thomas Tract – PD Amendment

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by amending approximately 30 acres of Planned Development (PD) No. 17 with the Dallas North Tollway Overlay District (DNTD) base zoning, and modified development standards; generally located east of Dallas Parkway and approximately 1,200 feet south of future Glendenning Parkway, within the City Limits. (Thomas Tract – PD Amendment) (Mohan)

Background Information:

The applicant is requesting to amend approximately 30 acres of Planned Development (PD) No. 17 with the Dallas North Tollway Overlay District (DNTD) base zoning, and modified development standards. Please refer to the attached documents for further information.

Legal Review:

N/A

Supporting Documents:

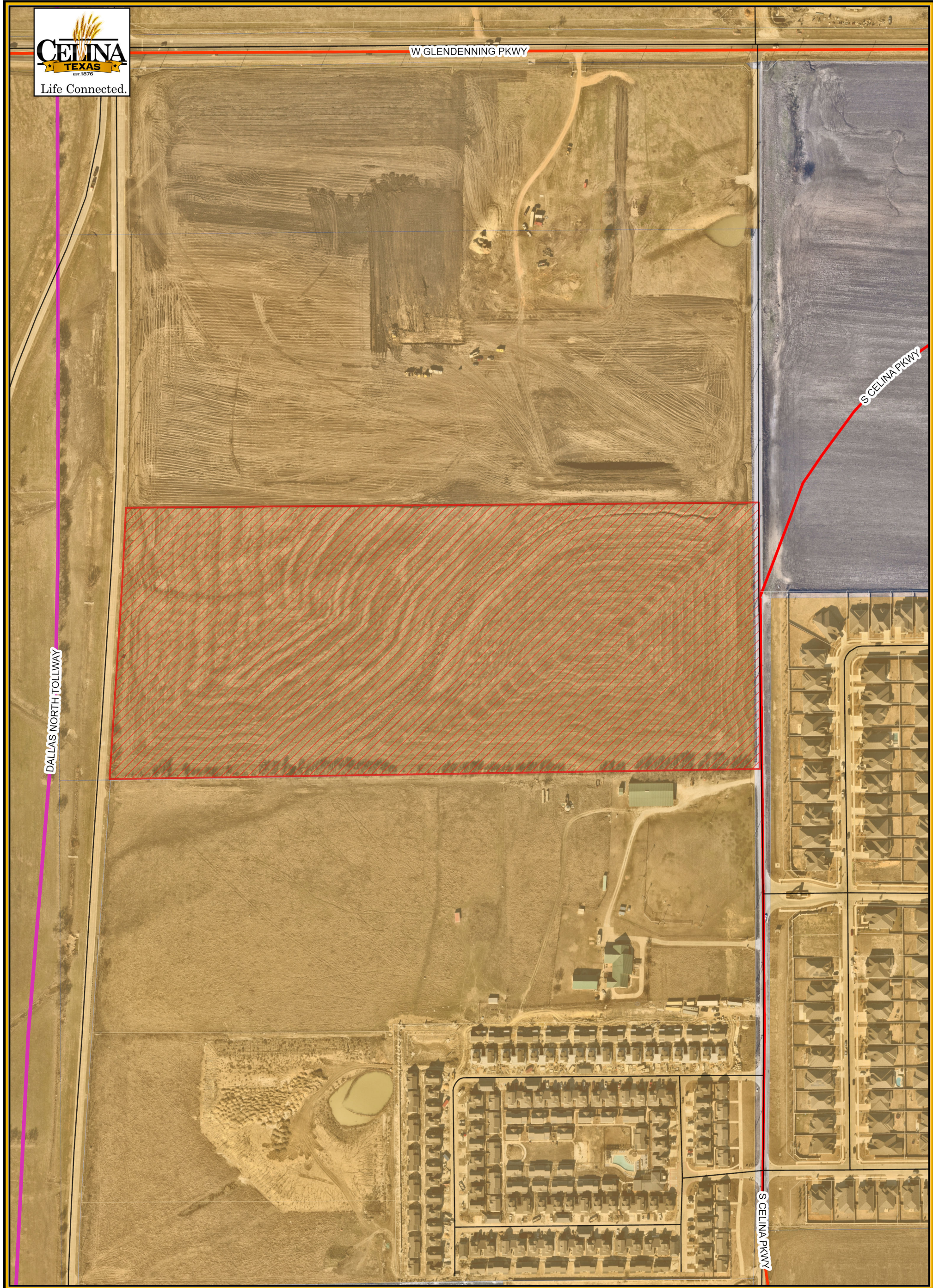
1. Location Map
2. Staff Presentation
3. Draft Ordinance

Financial Consideration:

N/A

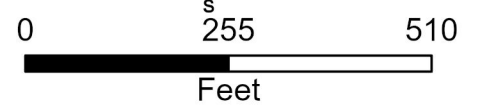
Staff Recommendation:

N/A



 SubjectProperty
 City Limits
 Roads
 Parcels

5/30/2023



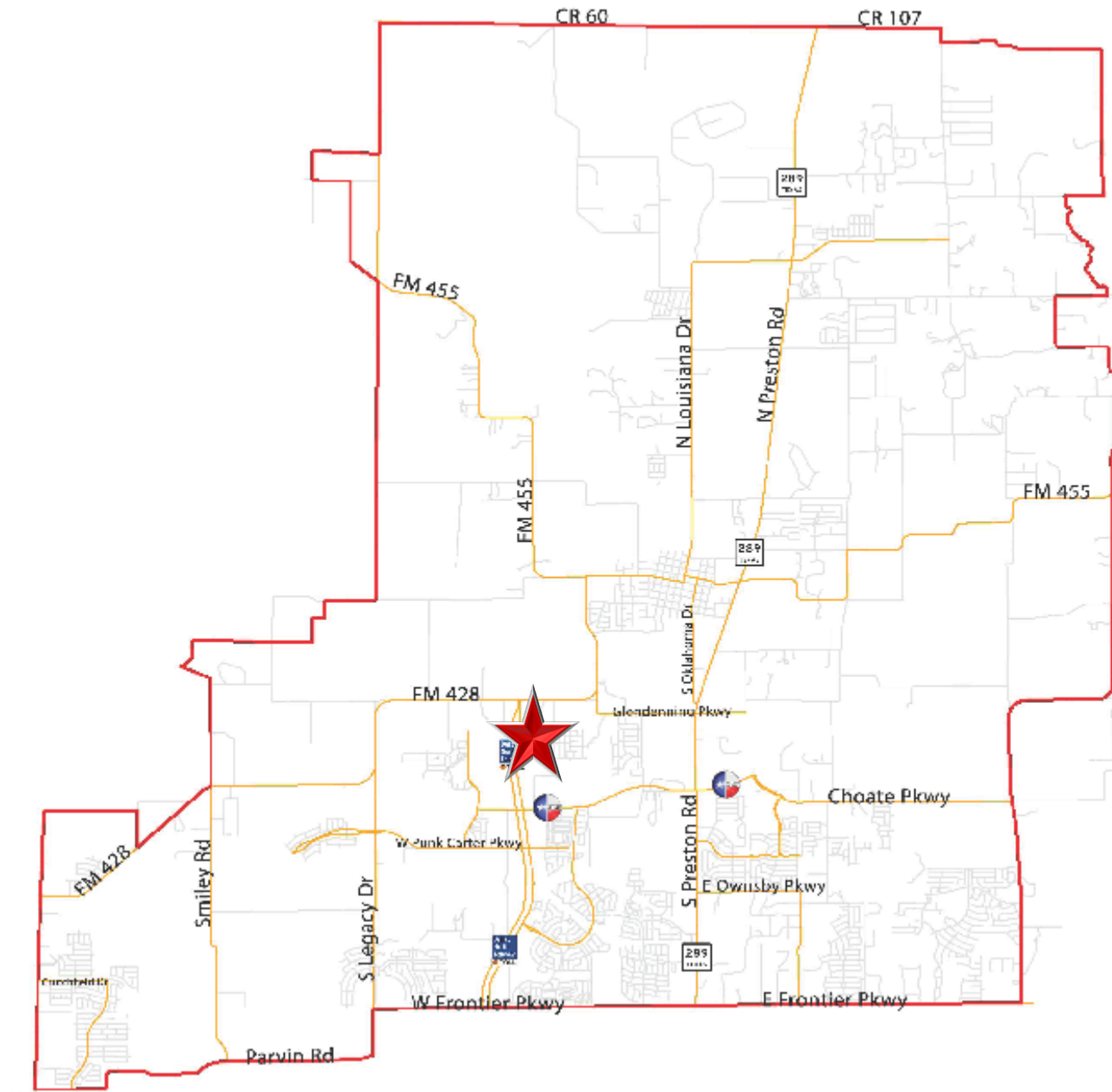
THOMAS TRACT

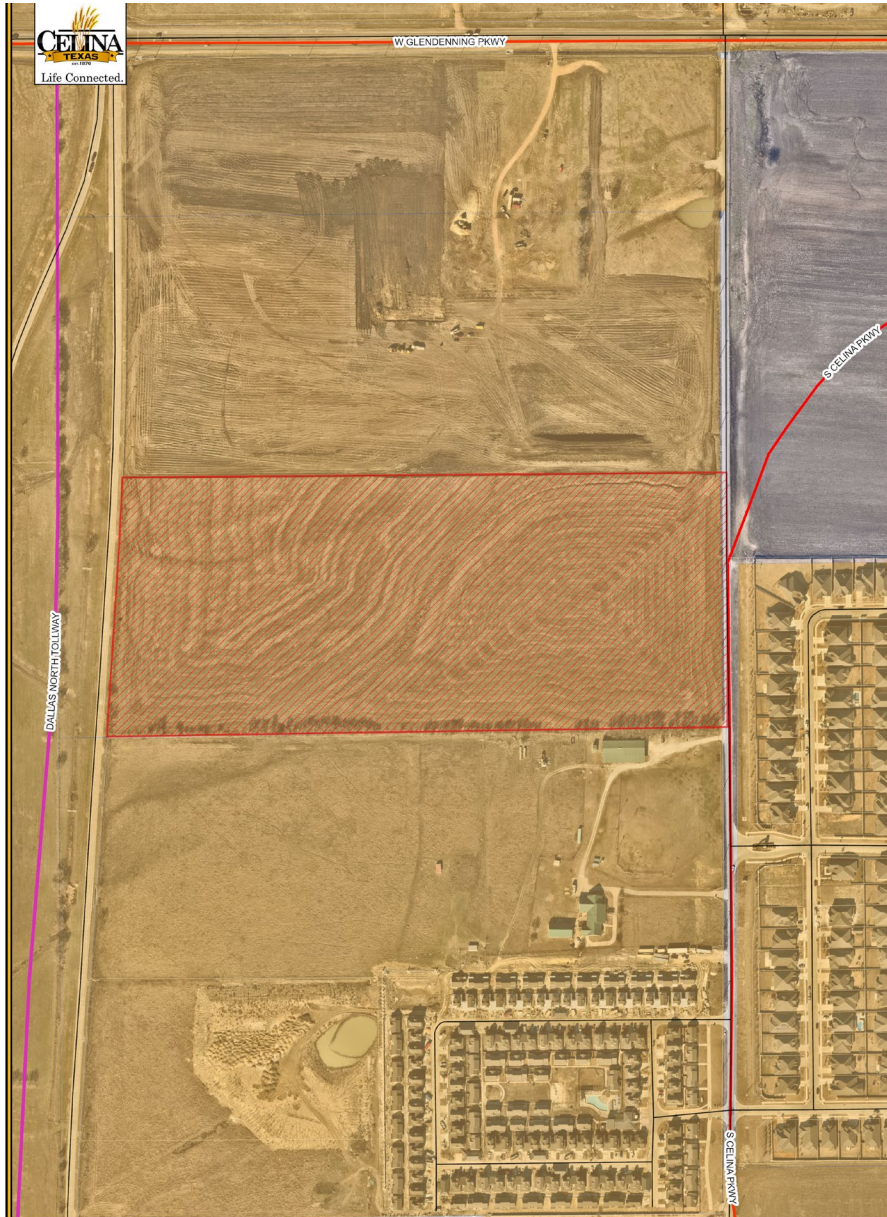
PD Amendment

City Council

September 12, 2023







LOCATION MAP

The subject property is generally located east of Dallas Parkway and approximately 1,200 feet south of future Glendenning Parkway

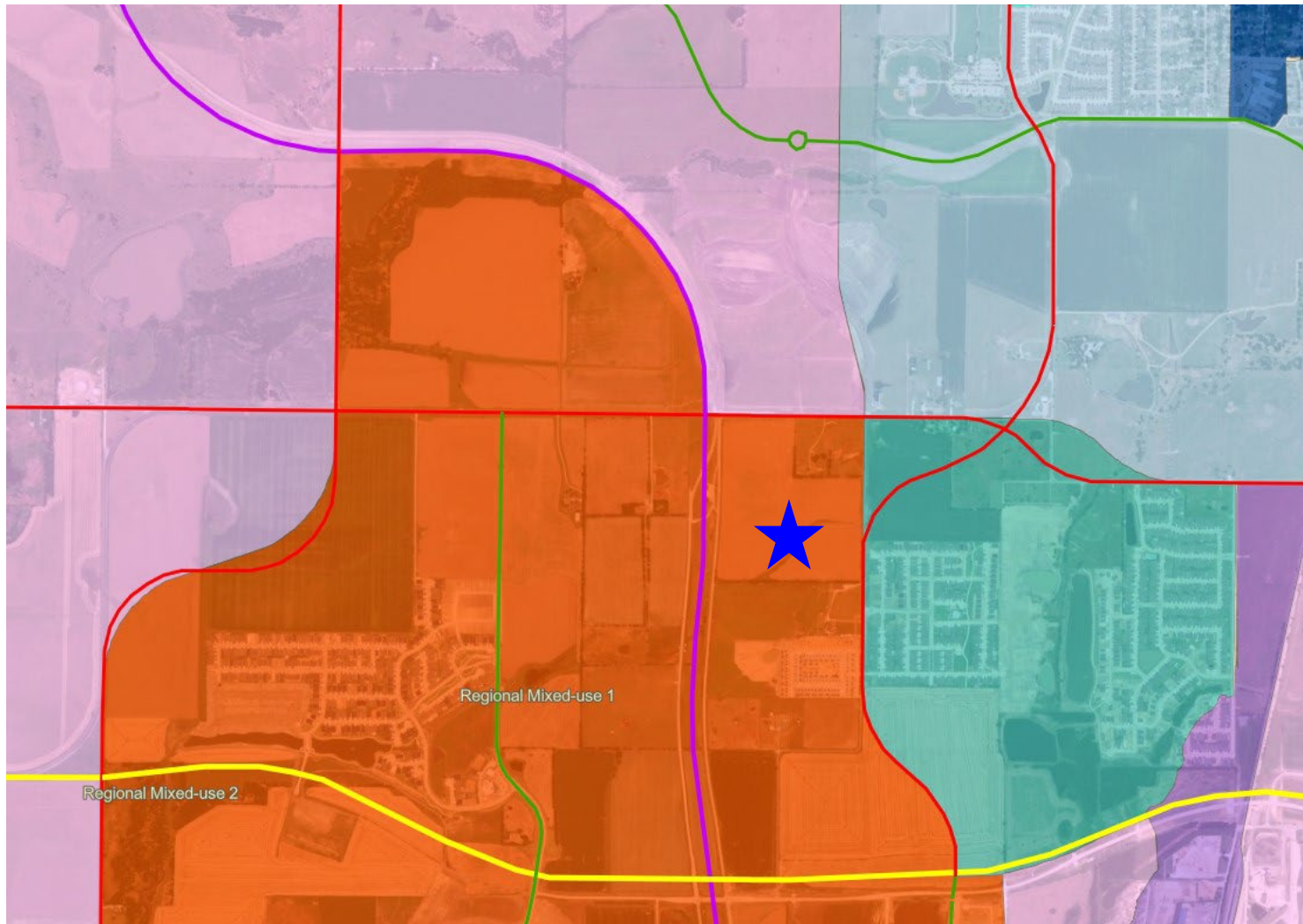
BACKGROUND

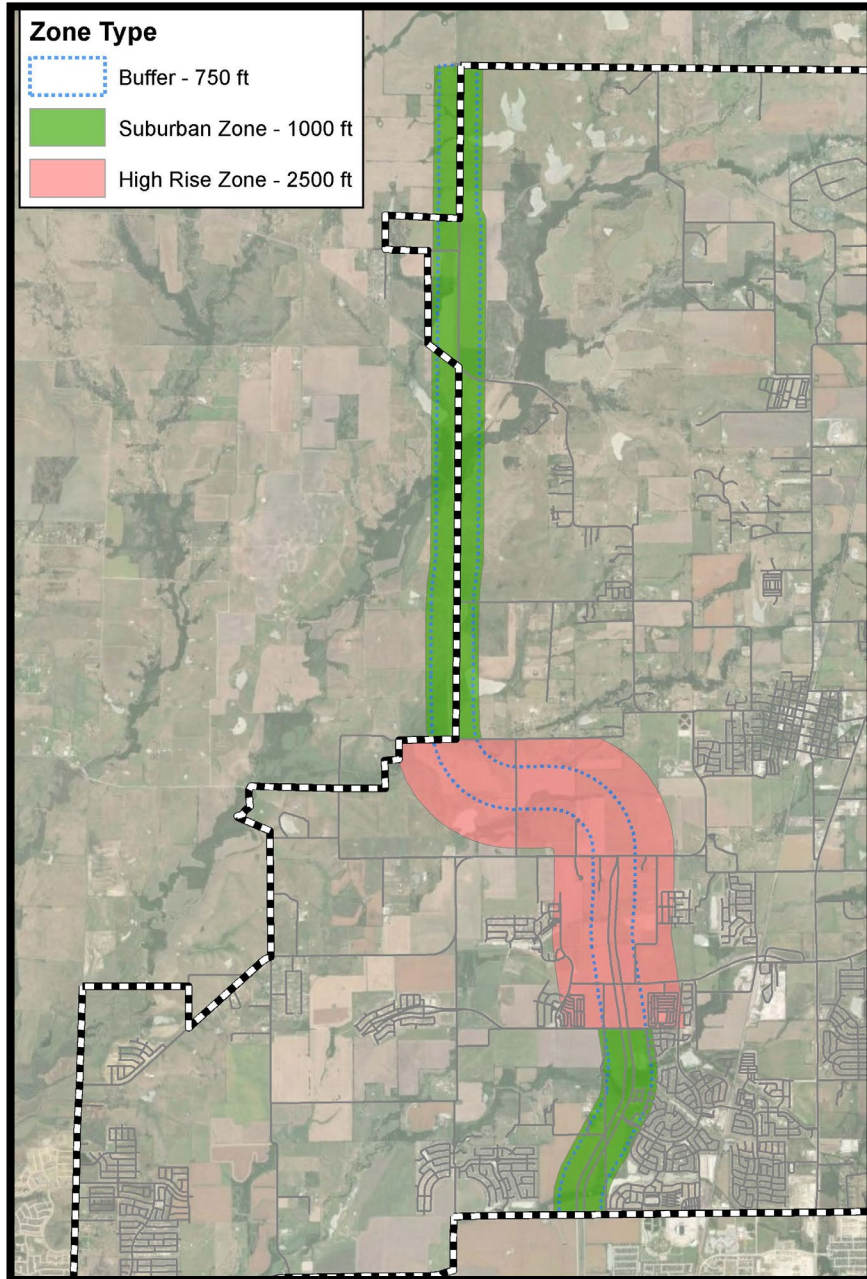
- The subject property is approximately 30 acres
- The subject property is currently zoned Planned Development PD No. 17, which was approved in 2005 and allows for a mix of retail, office, commercial, and industrial uses (with an SUP)
- The current zoning does not entitle multi-family
- The applicant's proposal is to rezone the subject property with the Dallas North Tollway Overlay District (DNTD), with the following modified design standards:
 - Multi-Family, Urban Edge (MF-2) outside of the first 1,000 from the DNT
 - Buildings fronting Celina Parkway will be limited to 2 stories

ADJACENCY

- Methodist Hospital is to the north
- The DNT is to the west
- Celina Parkway, a future 6-lane arterial roadway (and Greenway), is to the east
- The southern property is undeveloped, with a base zoning of DNTO

FUTURE LAND USE PLAN





Character District



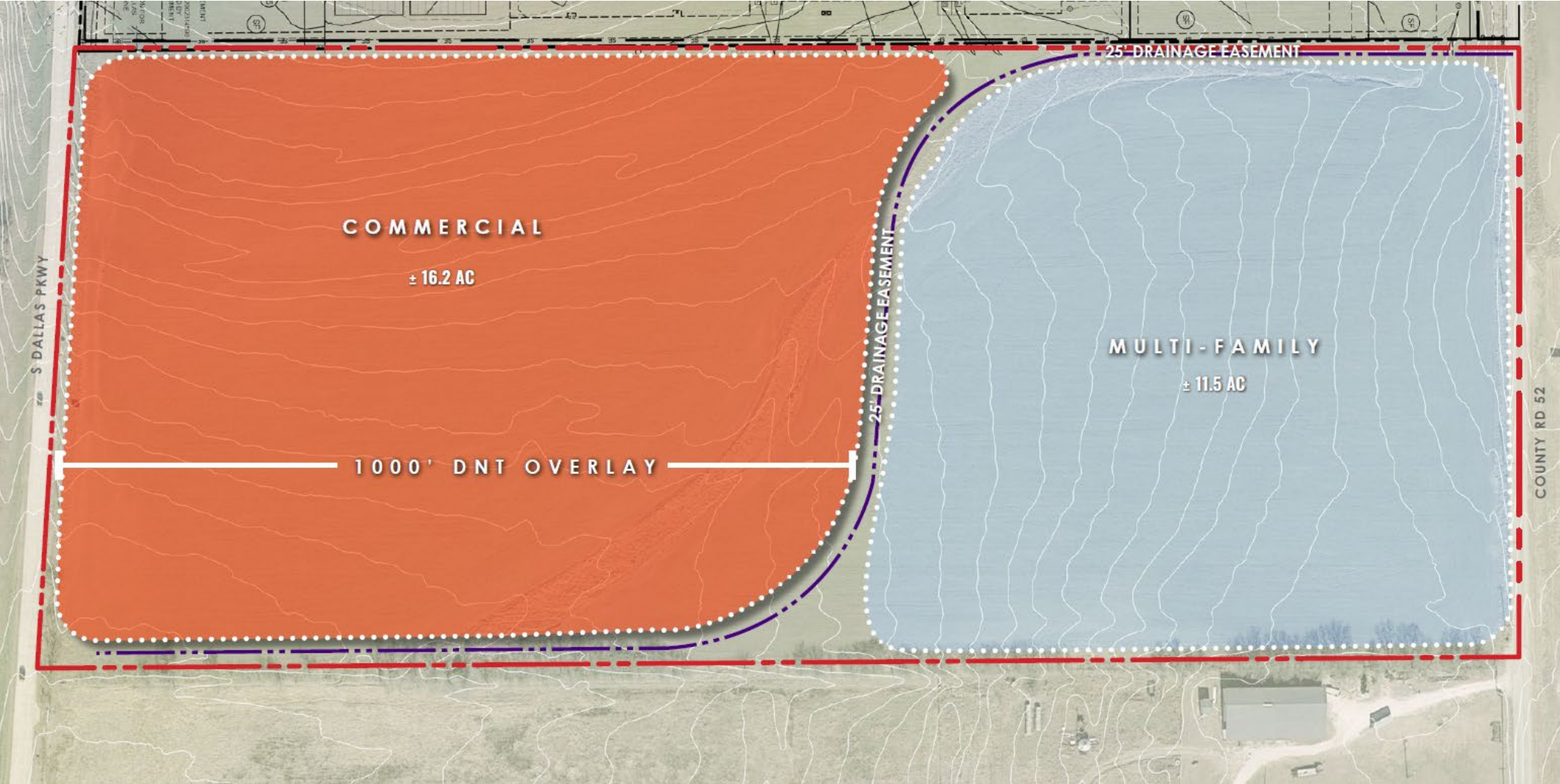
REGIONAL MIXED-USE 1 (RMU1)

Regional Mixed-Use 1 is located at the intersection of the Dallas North Tollway and the Collin County Outer Loop alignment. This major regional activity center is anticipated to include the most intense land uses within the planning area and to accommodate the greatest building heights. Pedestrians will be a top priority, with walkable multi-story buildings and continuous shade. Envisioned as a major employment and entertain destination, a welcoming environment is reflected in an abundance of amenities and extensive landscaping.

REGIONAL MIXED-USE

- The High-Rise subzone is reserved for regional mixed-use, per the Comprehensive Plan
- It preserves the land surrounding the DNT/CCOL intersection for corporate office, large employment, high-rise towers, mixed-use destination centers, and other high-value projects
- It is not intended for standard suburban commercial, office, and residential
- It is not intended for surface-parked multi-family
- The High-Rise subzone is not intended to be negatively impacted, in terms of project intensity, by residential subdivisions

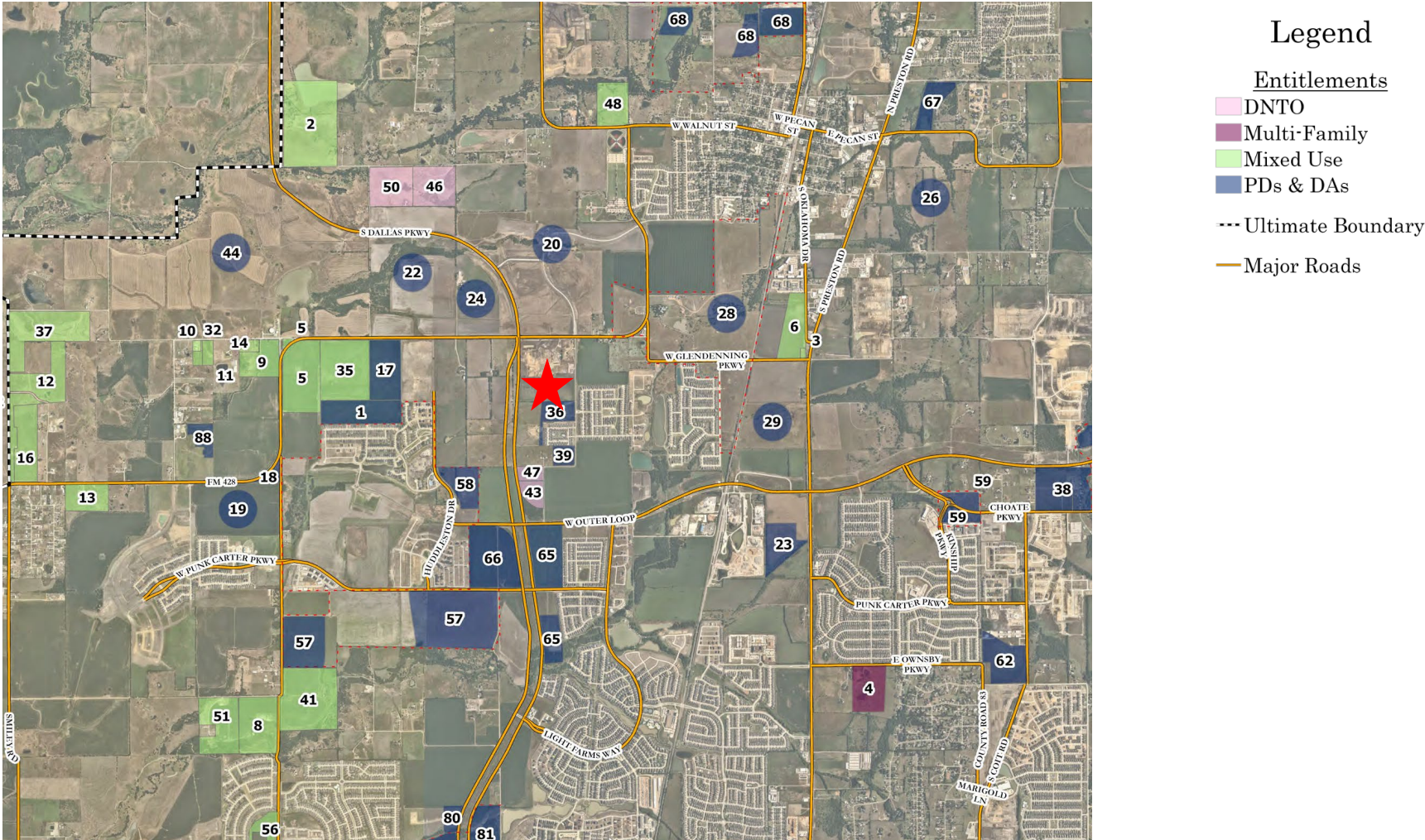
PROPOSED LAND PLAN



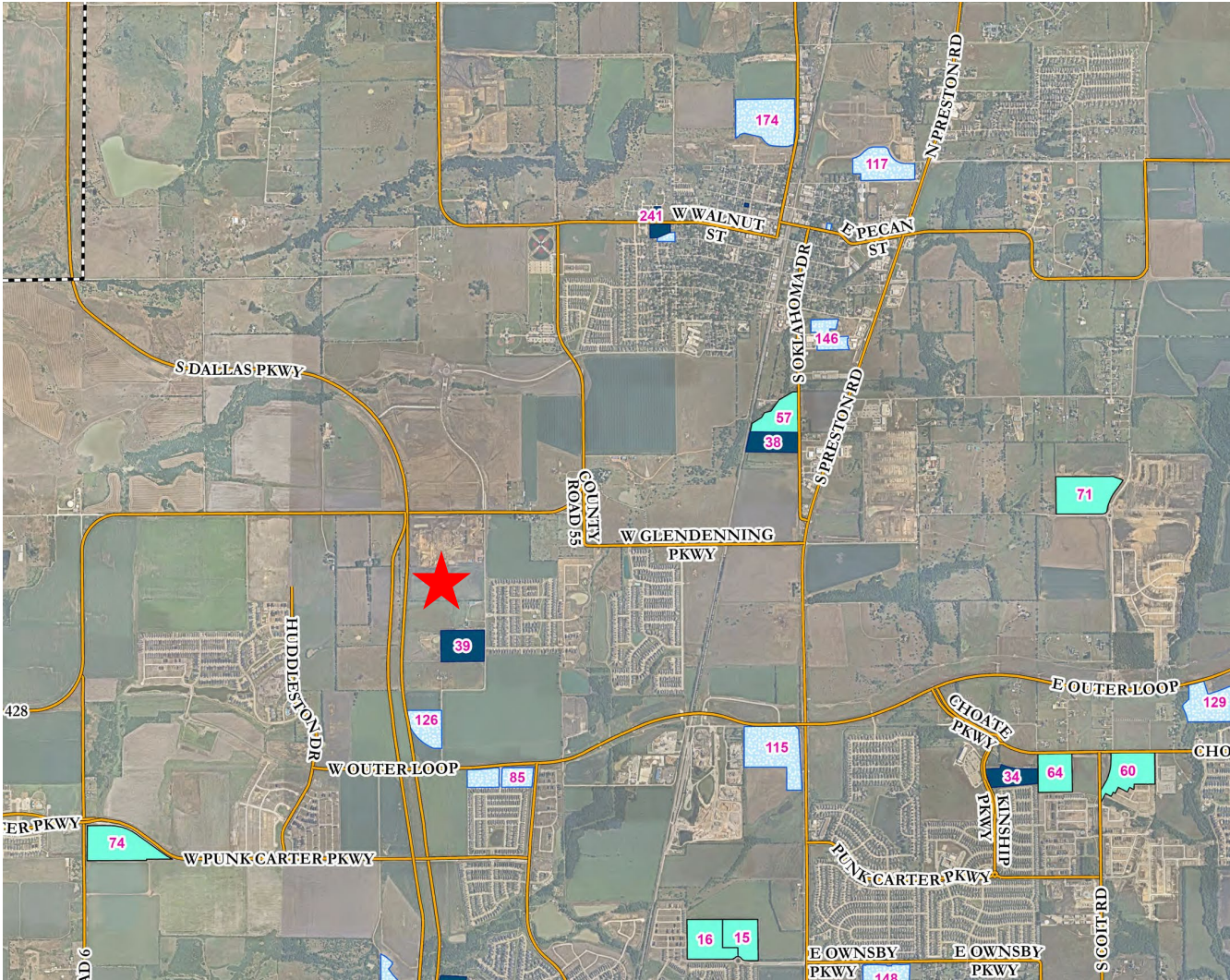
POLICY CONSIDERATIONS

- Surface-parked MF is not permitted along the DNT corridor
- The current zoning allows for industrial land uses with an SUP and does not allow for MF uses
- The property is within the High-Rise Zone of the Dallas North Tollway Overlay which was intended for high-value, regional mixed-use developments
- Existing single-family development near the DNT should not disrupt the long-range vision for higher value development
- Preserving DNT tracts for highest and best use protects the long-range tax base
- Council retains discretionary control to approve multi-family projects when warranted, which is typically in conjunction with a major mixed-use destination center

VICINITY ENTITLEMENTS



VICINITY PROJECTS



Legend

--- Ultimate Boundary

— Major Roads

Project Status

■ Design

■ Construction

■ Open

P&Z PUBLIC HEARING

- The Commission asked the applicant why the proposed multi-family was not structured parking, as required by the DNTD
- The Commission believed that the existing PD, which does not contain multi-family entitlement, should not be revised for a surface-parked multi-family project
- The Commission indicated that there was support for the base zoning of DNTD, but not for the surface-parked element of the request
- The Commission did not believe the Greenway neighborhood, across a 6-lane thoroughfare (Celina Parkway), should negatively impact the High-Rise subzone

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended denial at its regular meeting in August

CITY OF CELINA, TEXAS

ORDINANCE 2023-_____

THOMAS TRACT

AN AMENDMENT TO PLANNED DEVELOPMENT #17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE REZONING OF LAND THAT IS APPROXIMATELY 30 ACRES LOCATED IN THE I. WILLIAMS SURVEY, ABSTRACT NO. 943, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED EAST OF DALLAS PARKWAY AND APPROXIMATELY 1,200 FEET SOUTH OF FUTURE GLENDENNING PARKWAY; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO AMEND PLANNED DEVELOPMENT NO. 17 (PD-17), WITH A BASE ZONING OF THE DALLAS NORTH TOLLWAY OVERLAY DISTRICT (DNTD), AND MODIFIED DEVELOPMENT STANDARDS; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, this Ordinance amends a portion of PD #17, which was enacted through Ordinance 2005-30; and

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

WHEREAS, the Land Plan and Development Regulations, set forth in Exhibits “C” and “D,” attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district regulations.

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

of the City of Celina; and

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

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

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development (PD) No. 17 with a base of the Dallas North Tollway Overlay District (DNTO), and modified development standards, and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit A:	Legal Description
Exhibit B:	Depiction of Property
Exhibit C:	Land Plan
Exhibit D:	Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A", and depicted in Exhibit "B" attached hereto and incorporated herein as "PD" Planned Development No. 17 with a base of the Dallas North Tollway Overlay District (DNTO), and modified development standards, and incorporates the Land Plan and Development Regulations, attached hereto as Exhibit "C" and "D," respectively.

SECTION 5
REVISION OF ZONING MAP

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

SECTION 6
COMPLIANCE REQUIRED

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

SECTION 7
PENALTY

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

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in 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 decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of September, 2023.

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Exhibit A Legal Description

LEGAL DESCRIPTION 29.289 ACRES

BEING all of that certain tract or parcel of land situated in the I. Williams Survey, Abstract No. 943, Collin County, Texas, and being that remaining portion of a called 76.02 acre tract of land described as Tract I in the deed to Celina I Investments, L.P., recorded in Instrument No. 20070201000150390, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 3/4-inch iron rod found in County Road 52 for the southeast corner of said 76.02 acre tract, common to the northeast corner of a called 30.00 acre tract of land described in the deed to Lewis D. Dickerson, recorded in Instrument No. 1993-0018273, said Official Public Records;

THENCE South 89°24'55" West, with the southerly line of said 76.02 acre tract and the northerly line of said 30.00 acre tract, a distance of 1,766.86 feet to a point in the easterly right-of-way line of Dallas North Tollway for the southeast corner of a called 8.170 acre tract of land described as Parcel 41-11 in the deed to Collin County, Texas, recorded in Instrument No. 20060313000324870, said Official Public Records;

THENCE North 03°40'44" East, with the easterly right-of-way line of said Dallas North Tollway and easterly line of said Parcel 41-11, a distance of 464.50 feet to a point at the beginning of a tangential curve to the left;

THENCE continuing with the easterly right-of-way line of said Dallas North Tollway, the easterly line of said Parcel 41-11 and with said curve having a radius of 11,664.16 feet, a delta angle of 01°20'00", an arc length of 271.43 feet, a chord bearing of North 03°00'44" East and chord distance of 271.42 feet to a 1/2-inch iron rod with a cap stamped "WINDROSE" found for the southwest corner of a called 46.728 acre tract of land described in the deed to Methodist Hospitals of Dallas, recorded in Instrument No. 20201222002314570, said Official Public Records;

THENCE North 89°31'06" East, with the southerly line of said 46.728 acre tract, a distance of 1,718.64 feet to a mag nail found in said County Road 52 and in the easterly line of said 76.02 acre tract for the southeast corner of said 46.728 acre tract;

THENCE South 00°19'22" East, in said County Road 52 with the easterly line of said 76.02 acre tract, a distance of 731.02 feet to the POINT OF BEGINNING and enclosing 29.289 acres of land, more or less.



July 11, 2023

Michael R. Kersten
Registered Professional Land Surveyor
Texas Registration 6677

Date

Exhibit B Depiction of Property



Exhibit C

Land Plan

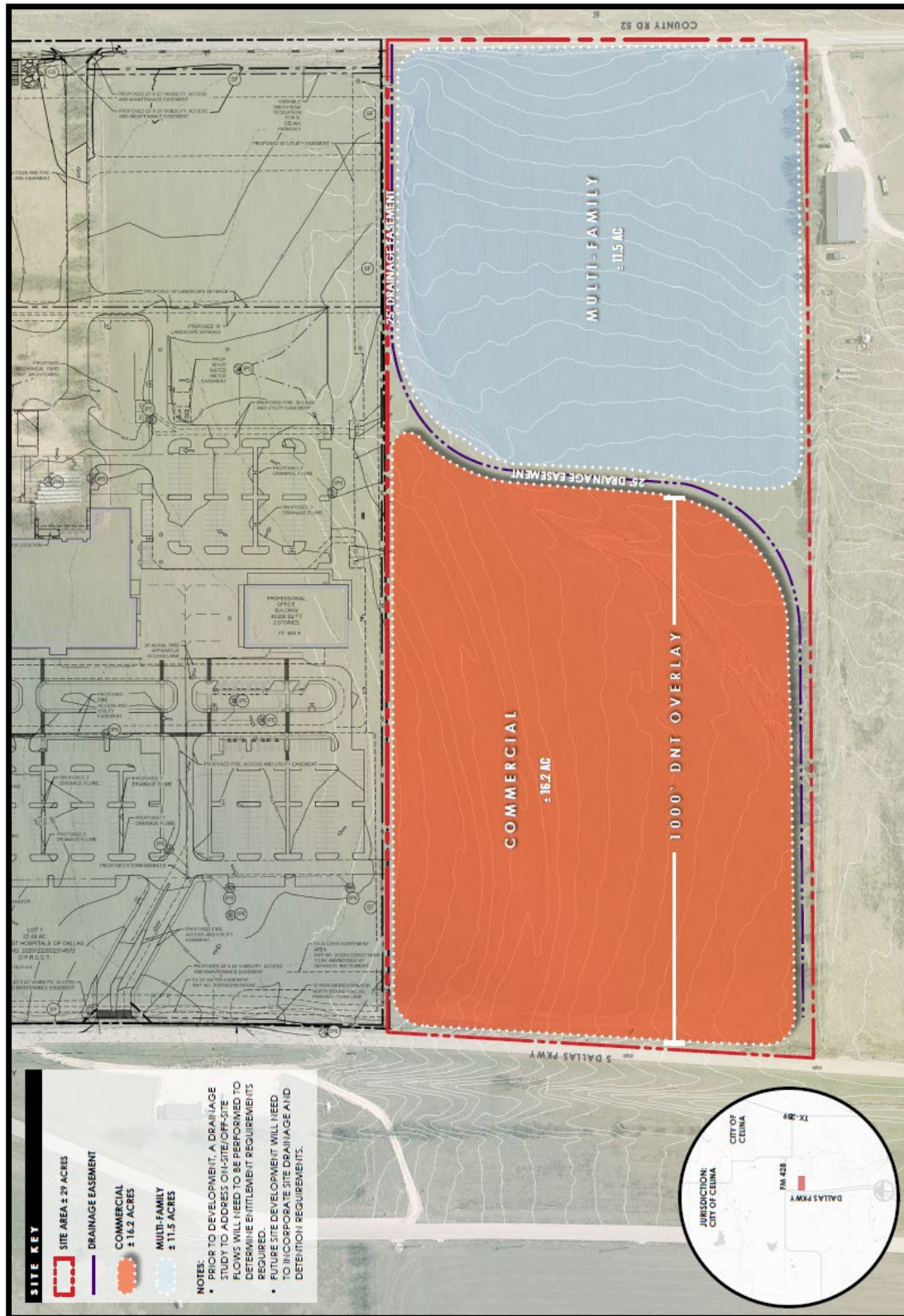


Exhibit D
Development Standards

The property is zoned Planned Development (PD) with a base zoning of the Dallas North Tollway Overlay District (DNTO).

The subject property shall conform to all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City Ordinances, as may be amended, except as follows:

1. "Multi-Family District, Urban Edge" (MF-2) is permitted by right outside of the first 1,000 feet from the DNT, as generally shown on the Land Plan, in addition the following:
 - a. The building exteriors shall conform to the architectural standards of the Zoning Ordinance, as it exists or may be amended;
 - b. Minimum Multi-Family Density: 28 units/acre;
 - c. For compatability standards within the first 100' from the eastern property line, the building height for multi-family structures shall be 2 story;
 - d. No structured parking is required;
 - e. Minimum Parking Ratio: 1.6 spaces/unit; and
 - f. No mixed-use integration nor first floor retail ready space shall be required.
2. DNTO: Surface parking shall be allowed.



Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Kari White, Planning Manager
CC: Dustin McAfee, Executive Director of Development Services
Date: September 12, 2023
Re: Downtown Code - Text Amendment & Ordinance Adoption

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance amending the City's Code of Ordinances, Chapter 14: Zoning, Article 14.02 Zoning Districts, Part Five Special Districts, to modify, in part, the Downtown Code by incorporating an Addendum. (Downtown Code - Text Amendment & Ordinance Adoption) (McAfee)

Background Information:

It is best practice to periodically review, revise, and update regulations. Since its adoption, Staff has observed some areas of the Downtown Code requiring attention. Staff has consolidated the feedback from the Downtown Commission, Planning & Zoning Commission, and City Council, and is proposing the attached revisions to incorporate into the Downtown Code.

Legal Review:

N/A

Supporting Documents:

1. Staff Presentation
2. Draft Ordinance

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.

DOWNTOWN CODE UPDATES

TEXT AMENDMENT & ORDINANCE ADOPTION

City Council
September 12, 2023



BACKGROUND

- It is best practice to periodically review and revise regulations
- The Downtown Code anticipated regular updates as opportunities to improve were uncovered
- After two (2) years Staff has observed a few areas requiring attention

TIMELINE

- ~~July – Downtown Commission (discussion)~~
- ~~July – City Council (discussion)~~
- ~~July – Planning & Zoning Commission (discussion)~~
- ~~August – City Council (additional discussion)~~
- ~~August – Planning & Zoning Commission (public hearing)~~
- September – City Council (public hearing)

Periodic updates to the Downtown Code are expected as the regulations are further market-tested

OVERVIEW

The following topics were discussed in July and August with the Downtown Commission, Planning & Zoning Commission, and City Council:

- Garage design standards
- Single-family residential architecture
- Home conversions
- Commercial regulations
- Approval process for Major Modifications

GARAGE FEEDBACK

- Garages shall be visually mitigated
- “Snout houses” are prohibited
- Garages must be recessed 10’ from the front building plane
- Celina may continue allowing compensatory features as credit to the 30% width standard on downtown homes (front porches, covered tandem parking, split carriage-style doors, etc.)

Key insight: Garage feedback seemed to have a consensus

HOME CONVERSIONS & COMMERCIAL FEEDBACK

- Commercial architecture to adhere to the Historic Texas Architectural Style or Modern Farmhouse Architectural Style
- New commercial buildings in Patio Commons shall continue the historic main street appearance

Key insight: Converted homes should maintain their residential character

SINGLE-FAMILY ARCHITECTURE FEEDBACK

- New construction shall adhere to the Historic Texas Architectural Style (1890s to 1930s) or the Modern Farmhouse Architectural Style
- More scrutiny closer to Downtown square
- Consider adjacency (architectural styles, land uses, etc.)
- No suburban-shaped, cookie-cutter homes

Key insight: The faux-historic requirement remains important

MAJOR MODIFICATIONS

- The Planning & Zoning Commission will make recommendations on Major Modifications, and City Council is the final approval authority



Key insight: Major Modifications should follow the same public hearing notification and approval processes as zoning change requests

NEXT STEPS

- ~~July – Downtown Commission (discussion)~~
- ~~July – City Council (discussion)~~
- ~~July – Planning & Zoning Commission (discussion)~~
- ~~August – City Council (additional discussion)~~
- ~~August – Planning & Zoning Commission (public hearing)~~
- September – City Council (public hearing)

Proposed revisions to the Downtown Code are attached

DOWNTOWN CODE DISTRICTS

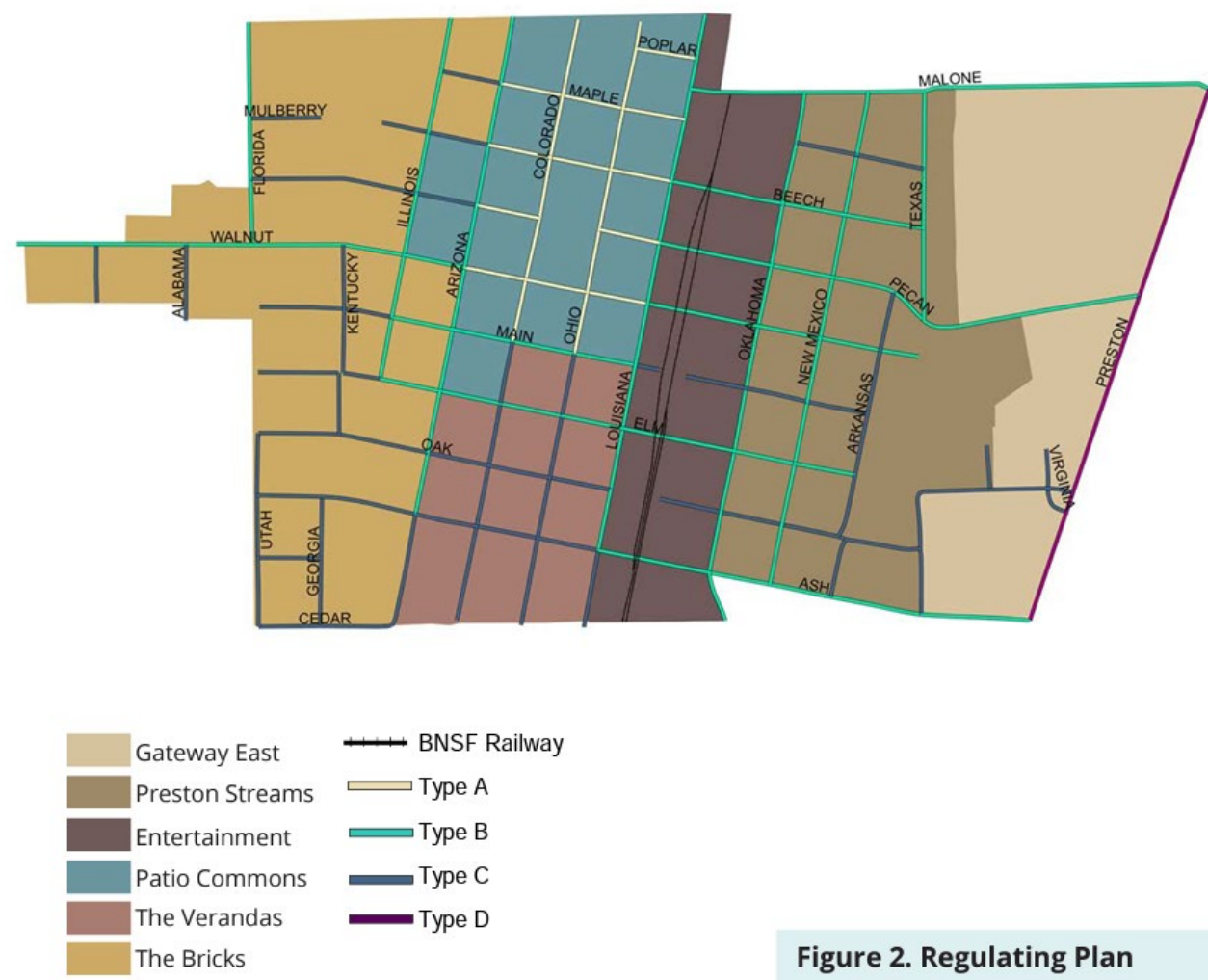


Figure 2. Regulating Plan

CITY OF CELINA, TEXAS

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING CHAPTER 14 ZONING, ARTICLE 14.02 ZONING DISTRICTS, AMENDING SECTION 14.02.505 DOWNTOWN DISTRICT, IN PART; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council is empowered under section 51.072 of the Local Government Code to adopt ordinances and exercise authority incident to local self government, and under Chapter 211 of the Local Government Code to regulate land use within the City; and

WHEREAS, the Planning and Zoning Commission conducted a hearing to receive testimony from the public concerning this ordinance on August 15, 2023, after which it recommended that this ordinance be approved by the City Council; and

WHEREAS, the City Council conducted a hearing on September 12, 2023, to receive testimony from the public concerning this ordinance; and

WHEREAS, the City Council does hereby find and determine that the adoption of this Ordinance is necessary for the government, interest, welfare and good order of the City.

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

SECTION 1.
INCORPORATION OF PREMISES

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

SECTION 2.
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and necessary for the government, interest,

welfare, and good order of the City.

SECTION 3. AMENDMENTS

3.01 That the City of Celina Code of Ordinances, Chapter 14: Zoning, Article 14.02 Zoning Districts, Section 14.02.505, Downtown District is hereby amended, in part, to add the attached Exhibit A, an addendum to the Downtown Code.

3.02 All other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

SECTION 4. 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 5. SAVINGS CLAUSE

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

SECTION 6. SEVERABILITY

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

SECTION 7. PENALTY

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 a court of competent jurisdiction to enjoin the

person, firm, partnership, corporation, or association from engaging in the prohibited activity.

Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined, except as otherwise provided herein, in a sum not to exceed Two Thousand Dollars (\$2000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 8.
PUBLICATION CLAUSE

The City Secretary of the City of Celina, Texas is hereby directed to publish in the Official Newspaper of the City of Celina, the Caption, Penalty Clause, and Effective Date clause of this Ordinance for two (2) days as required by Section 52.013 of the Texas Local Government Code.

SECTION 9.
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the exact Caption, Penalty Clause, and Effective Date clause in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 10.
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of September, 2023.

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Lauren Vaughns, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Exhibit “A” Addendum

This Addendum is intended to serve as a governing policy clarification to the existing Downtown Code and is hereafter incorporated herein by reference. Staff shall administer the Addendum as Ordinance. Where conflicts exist with the original Downtown Code, this Addendum shall govern.

Single-Family Architecture

The Downtown Code requires a “faux-historic” aesthetic, representative of homes from the 1890s through the 1930s. The Modern Farmhouse Architectural Style may be considered on a case-by-case basis, provided that the home possesses visual interest, is high-quality, and contributes to the fabric of Downtown. Suburban-shaped homes and other architecture styles (Mediterranean, modern, etc.) are prohibited and require a Major Modification for approval. The 4 elements discussed in the Code are suggestions and not qualifications for architectural conformance. For neighborhoods further from the original downtown square, a Minor Modification may be granted for homes that are constructed with the predominant style and materials of their street or block.



Garages

Garage fronts must be recessed a minimum of 10’ from the front building plane, which may include covered porches. Compensatory features (front porches, covered tandem parking, split carriage-style doors, etc.) may serve as credit to the 30% width standard on downtown homes. Covered, tandem garages are encouraged.



Home Conversions

Parking spaces are prohibited between the front plane of a structure and the adjacent roadway. Any on-site parking shall be visually mitigated, preferably in the rear yard. Home conversions are required to maintain the residential character and be faux-historic in nature; however, they may

maintain existing architectural styles, including the use of patios. With a Minor Modification, home conversions on Type A or Type B thoroughfares may abide by the parking standards of the Patio Commons District, and a decorative, low-level yard sign may be allowed in lieu of wall signs.



Commercial Buildings

New construction should maintain an urban footprint, especially in the Patio Commons District. Exterior materials shall adhere to the Texas Historic Architectural Style, including tripartite design, ornamentation, mass/scaling, materials, and interaction with the street, consistent with main street buildings built between the 1890s and 1930s. Higher scrutiny applies based upon the proximity to the original square.



Other

Painting masonry is discouraged. Existing masonry with paint may be repainted or maintained. Staff has the authority to approve the painting of unpainted masonry on non-contributing structures. No bright or loud colors are permitted.

The private frontages, areas between the building facades and the lot lines, shall generally conform to the Code. Staff has the authority to make Minor Modifications for private frontages that meet the Downtown vision.

When in conflict, lighting, fencing, and landscaping shall generally conform to the base Zoning Ordinance. City Engineer has the authority to adjust infrastructure requirements to fit the urban context within Downtown.

Land Uses

Per the existing Downtown Code, the following land uses are prohibited in Downtown:

- Alternative retail services (SUP)
- Assisted living/nursing home
- Auto-related
- Gun ranges
- Heavy industrial/dirty industrial
- Pawn shops
- Pick-up/drop-off-heavy uses (ex. K-12 schools, drive-thrus)

Major Modifications

Major Modifications are significant deviations from the base Downtown Code (can be either land use or design) that do not qualify as Minor Modifications, as determined by Staff. City Council will have the final approval authority over Major Modifications, with the Planning & Zoning Commission serving as a recommending body. Major Modifications require the same public hearing notifications and processes as zoning changes.

When a Major Modification involves the exterior architecture of an existing commercial building located on the original square, the Downtown Commission may provide feedback on the request, prior to review by the City Council.



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, Interim City Manager
Date: September 12, 2023
Re: Conduct a Public Hearing to Consider Testimony and Receive Public Input Regarding the Proposed FY 2023-2024 Budget.

Action Requested:

Conduct a public hearing to consider testimony and receive public input regarding the proposed FY 2023-2024 Budget. (Bromiley)

Background Information:

The purpose of this agenda item is to comply with the Local Government Code and the Home Rule Charter requirements for budget adoption. The Proposed Budget has been placed on file with the City Secretary in addition to being placed on the City's website for public inspection.

The proposed budget was discussed at the City Council Budget Workshop dated July 31, 2023. A Notice of Budget Hearing was published in the Celina Record on August 21, 2023.

Legal Review:

N/A

Supporting Documents:

1. Notice of Public Hearing on 2023-24 Proposed Budget

Financial Consideration:

N/A

Staff Recommendation:

N/A



Life Connected.

Notice of Public Hearing on Proposed Budget

The City of Celina has scheduled a public hearing on the Proposed Budget on September 12, 2023. The public hearing will be at 5:00 p.m. at Celina City Council Chambers, 112 N. Colorado, Celina, TX 75009.

This budget will raise more total property taxes than last year's budget by \$9,535,166 which is a 42.00 percent increase, and of that amount \$5,603,248 is tax revenue to be raised from new property added to the tax roll this year.

Members of the public are encouraged to attend and express their views.

The Proposed Budget can be found on the City of Celina's website:

www.celina-tx.gov



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, Interim City Manager
Date: September 12, 2023
Re: Conduct a Public Hearing to Consider Testimony Regarding the Proposed 2023 Ad Valorem Tax Rate.

Action Requested:

Conduct a public hearing to consider testimony regarding the proposed 2023 Ad Valorem Tax Rate. (Bromiley)

Background Information:

The purpose of this agenda item is to comply with Local Government Code and the Home Rule Charter requirements for tax rate adoption.

The tax rate was discussed at City Council Budget Workshop dated July 31st. A Notice of Public Hearing on Tax Increase was published in the Celina Record on August 21, 2023.

Legal Review:

N/A

Supporting Documents:

1. Notice About 2023 Tax Rates Rates

Financial Consideration:

N/A

Staff Recommendation:

N/A

Notice About 2023 Tax Rates

Property tax rates in City of Celina.

This notice concerns the 2023 property tax rates for City of Celina. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

This year's no-new-revenue tax rate	\$0.519067/\$100
This year's voter-approval tax rate	\$0.612154/\$100

To see the full calculations, please visit www.celina-tx.gov for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balance

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
Maintenance & Operations (M&O)	12,097,059
Interest & Sinking (I&S)	2,707,241

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues *(or additional sales tax revenues, if applicable)*.

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Series 2023 Certificates of Obligation	1,030,000	2,669,992	0	3,699,992
Series 2022 Certificates of Obligation	690,000	1,535,250	0	2,225,250
Series 2021 A Certificates of Obligation	0	945,700	0	945,700
Series 2021 General Obligation Refunding Bonds	695,000	144,800	0	839,800
Series 2021 Certificates of Obligation	2,325,000	786,850	0	3,111,850
Series 2019 Certificates of Obligation	210,000	120,869	0	330,869
Series 2018 Certificates of Obligation	2,105,000	706,538	0	2,811,538
Series 2018 General Obligation Refunding Bonds	205,000	116,600	1,500	323,100
Series 2017 Certificates of Obligation	190,000	95,238	500	285,738
Series 2016 Certificates of Obligation	140,000	25,500	0	165,500
Series 2015 Certificates of Obligation	100,000	78,750	0	178,750
Series 2014 Certificates of Obligation	145,000	70,263	0	215,263
Series 2023 Certificates of Obligation	80,000	555,188	0	635,188
Series 2019 Certificates of Obligation	520,000	301,256	0	821,256
Tax Increment Reinvestment Zone Obligation	1,235,970	0	0	1,235,970

Total required for 2023 debt service	\$17,825,764
- Amount (if any) paid from funds listed in unencumbered funds	\$0
- Amount (if any) paid from other resources	\$821,257

- Excess collections last year	\$1,183,827
= Total to be paid from taxes in 2023	\$15,820,680
+ Amount added in anticipation that the unit will collect only 101.40% of its taxes in 2023	\$-218,432
= Total debt levy	\$15,602,248

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Kenneth L. Maun, Tax Assessor-Collector on 08/11/2023 .

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ryan Quigley, Purchasing Agent
CC: Cody Webb, Director of Parks & Recreation
Date: September 12, 2023
Re: 2023-051 Parks Administration Building Design B36

Action Requested:

Consider and act to authorize an agreement with Parkhill, Smith & Cooper for design services for the Parks Administration Building in an amount not to exceed \$944,686.45. (Quigley)

Background Information:

On June 2nd, 2023, the City received responses to bid 2023-051 for Park Administration Building Design Services. The qualification invitation was advertised in the local paper and posted on the City's eProcurement system in which three hundred and seventy one were notified. Seven vendors responded to the solicitation.

Design services include remodeling for future parks administration building located at 420 E. Main Street. This will include minor interior demolition, new interior walls and ceilings, new restroom facilities and plumbing fixtures and new interior cabinetry drawings, interior finishes and specifications. All new interior changes drawn, including lighting, to meet current codes and new audio visual and low voltage wiring drawings and specifications to meet City standards. Architect's construction drawings to include exterior changes with addition of facade and exterior windows. All drawings to have structural stamped engineered drawings where required. Services will also include plans for alteration to existing fire suppression system and alarm to meet code. This project will include construction of parking lot, demolition of existing indoor field house, and construction of trail head. Drawings will include civil plans including paving plans, drainage, ADA ramp and sidewalk access, landscaping and exterior lighting. Additional drawings will also include new trailhead design options with final construction plans with engineered stamped as needed.

The agreement including the fee schedule and timeline are attached.

Legal Review:

Contract has been previously reviewed and approved.

Supporting Documents:

1. Scoring Summary
2. Agreement - Parks Administration Building Design REV
3. Exhibit A - Scope of Work and Fee Schedule

Financial Consideration:

Award Bid 2023-051

Staff Recommendation:

Staff recommends award.

Supplier Scoring Summary**2023-051 - Parks Administration Building Design Services - Scoring Round**

Supplier	Rank		Score	Bid Evaluation		Experience of the Firm	Qualifications of the Project Manager	Experience of the Team	Estimated Time for Completion	New Concepts and Ideas
			100		40.00	30.00	15.00	10.00	5.00	
Parkhill, Smith & Cooper, Inc.	1		89.25		40.00	25.50	13.00	9.00	1.75	
KSA Engineers, Inc.	2		82.25		32.50	26.25	12.00	9.00	2.50	
VAI Architects	3		82.00		30.75	25.50	13.00	9.50	3.25	
WRA Architects	4		79.00		32.75	25.50	12.00	6.25	2.50	
Magee Architects	5		78.75		30.75	25.75	12.00	7.75	2.50	
GSR Andrade Architects	6		68.00		34.75	17.00	8.00	6.75	1.50	
RPGA Design Group, Inc.	7		61.25		27.50	18.00	8.00	5.50	2.25	
			77.21		32.71	23.36	11.14	7.68	2.32	

City of Celina, Texas

Standard Professional Services Agreement

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (Owner) and **Parkhill, Smith & Cooper** (Consultant) for the design of the **Parks Administration Building RFQ 2023-051** (Project). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract is between the Owner and the Consultant, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last Party.

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Exhibit A-Scope of Work and Fees, Exhibit B-Insurance Requirements, Exhibit C-Specifications and Response Documents, all Change Orders or Amendments issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Agreement.

ARTICLE 2: RECITALS

2.1 The City desires to have the Consultant review plans related to the design of the **Parks Administration Building (Bid 2023-051)**; and

2.2 The Consultant has the knowledge, ability, and experience to provide such services; and

2.3 The City desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein and in Exhibit A: Scope of Services and Fees, which is attached hereto and incorporated herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the City, unless sooner terminated as provided herein.

3.2 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other Party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made based on services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that the City requires a modification of this Agreement with Consultant, and in the event the Parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made by the City in

accordance with the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the City, shall be performed by Consultant in accordance with the City's requirements and as set forth in the attached Exhibit A, Scope of Services, and fees.

If there is a conflict between the above quoted subjects and Exhibit A, then such conflict shall be resolved pursuant to the provisions of Section 10.11, below.

4.2 AUTHORIZED AGENT

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the City as approved by resolution of the City Council of the City of Celina, Texas, and the designated authorized agent for the Consultant.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the City monthly.

5.2 Work will be performed at the rates set forth in Exhibit A – Fee Schedule, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

5.3 Consultant payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Consultant. If the City fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to Consultant by City as instructed on invoices.

5.4 Consultant shall submit invoice for the prior month by the 10th of the following month.

ARTICLE 6: TIME FOR COMPLETION

6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s). Specific periods of time for rendering services are set forth in Exhibit A to this Agreement, by which times defined services are to be completed.

6.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is executed between the Parties.

ARTICLE 7: INDEMNIFICATION

7.1 **THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, REASONABLE ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING**

DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CONSULTANT, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CONSULTANT'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CONSULTANT SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO CONSULTANT AS A MATTER OF LAW.

- 7.02** NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY PARTY.
- 7.03** CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.
- 7.04** CONSULTANT SHALL DEFEND AND INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Insurance

The Consultant shall provide and maintain insurance as listed in the insurance requirements document, Exhibit B.

ARTICLE 9: DEFAULT

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by City to Consultant, City may, at its sole discretion without prejudice to any other right or remedy.

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by the City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by the City at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, the City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the City out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.

- (b) The City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and Consultant shall retain ownership and property interest therein whether or not the work is completed. The City may make and retain copies of any plans or specifications provided under this Agreement for the use by City and others; such documents are not intended or suitable for reuse by City or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Consultant without the prior written consent of the City. In the event of an assignment by Consultant to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the Parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with the City prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Collin County, Texas.

10.6 Notices.

All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Celina

Purchasing
142 N. Ohio Street
Celina, TX 75009
469-813-4194
Contracts@celina-tx.gov

Parkhill, Smith & Cooper

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

- (a) The City and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Consultant are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other Party in respect of all covenants and obligations of this Agreement.
- (b) Neither the City nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting, or transfer is mandated by law, or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- (c) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person, or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Consultant.

10.9 Prohibition against Boycotting Of Israel

The City is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not and will not during the term of contract boycott Israel as described in Texas Government Code §2270. By submitting a response to this solicitation, contractor verifies that it does not and will not during the term of this agreement boycott Israel.

10.10 Prohibition of Contracts with Certain Companies

The City is legally prohibited from contracting with a company that is identified on a list prepared and maintained by the State Comptroller of Texas under Texas Government Code §2252.153 or §2270.0201. By submitting a response to this solicitation, contractor verifies that it is not on any such list.

10.11 Conflict.

If a conflict exists between this Agreement, and an Exhibit, the Request for Qualification ("RFQ"), and/or the Response, then such conflicts shall be resolved as follows:

- (a) If a conflict exists between this Agreement and an Exhibit, the RFQ, or the Response, then this Agreement shall control.
- (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.
- (c) If a conflict exists between the Response and the RFQ, the RFQ shall control.

10.12 Severability

Any provision or part of this Agreement that is held to be void or unenforceable under any law or regulation or by a court of competent jurisdiction shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a

valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.13 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.14 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF CELINA

CONSULTANT

Karla Stovall, Interim City Manager

Printed Name

Date

Date

Council Approved: September 12, 2023

Exhibit A: Scope of Work & Fees
Exhibit B: Insurance Requirements
Exhibit C: Specification & Response Documents

August 31, 2023

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

RE: Proposal for Professional Services
Parks Administration Office Renovation
503 E Pecan St Building D, Celina, TX 75009

Dear Ms. Brawner:

Parkhill is pleased to have the opportunity to provide this proposal for Architectural, Landscape Architecture, Interior Design and Engineering Services to City of Celina (CLIENT) for the referenced Project.

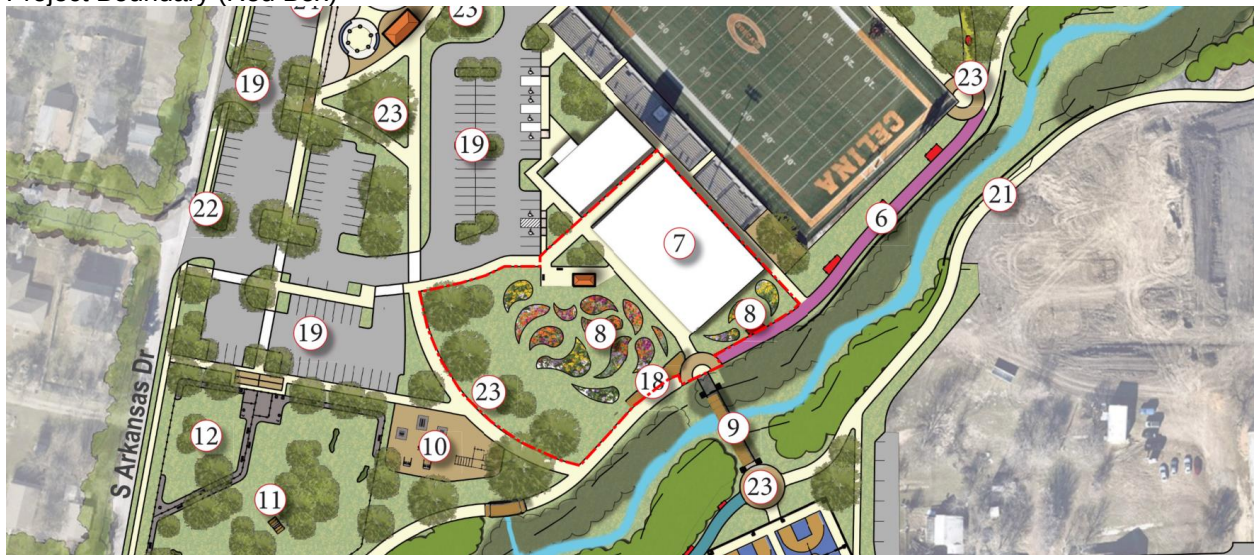
PROJECT DESCRIPTION

Full renovation of an existing football locker room facility approximately 14,000 sf. Effort will include a full facility assessment, peer analysis/benchmarking and design through construction administration services. This space will be renovated to meet the needs of the Parks Administration team. Approximately one third of the building will temporarily be utilized as a recreation facility.

Connection to the trail and pedestrian bridge will be designed to tie into the NW corner of the site to provide connectivity to surrounding areas. Design intent of the front and side lawn areas based on Master Plan Draft Alternate #1 (8.21.23) which includes: Pollinator Gardens, observation deck, covered canopy and sidewalk connections.

Total Project Cost is \$5,000,000.00. (This cost does not include additional lawn space added to project scope.)

Project Boundary (Red Box)



SCOPE OF SERVICES

Parkhill proposes to provide the following Professional Architecture, Interior Design, Landscape Architecture and Irrigation, Site Civil Engineering, Structural Engineering, Mechanical/Plumbing/Electrical Engineering, Fire Suppression and AV/IT/Security services for the Project as detailed in Exhibit A.

SCHEDULE

A tentative schedule for submitting our work is as follows:

Task 1 Pre-Design Services	Est. 2-3 Months
Task 2 Design Services	Est. 4-6 Months
Task 3 Construction Administration Services	TBD

COMPENSATION

Refer to Exhibit B (Fee Proposal) which will be billed on a percentage complete method. This lump sum is based on an estimated Construction Cost of Six Million (\$6M). If construction costs increase by more than 3%, fees will be adjusted accordingly.

Reimbursable expenses will be billed at invoice cost plus a 10% markup for handling and include, but are not limited to, travel, postage/shipping, reproductions/copies, color plots/prints, accessibility review and inspection fees, reproduction of Contract Documents, fees, and reports. We estimate these expenses to be approximately \$7,700.00.

If this proposal meets your expectations, you may indicate your acceptance by returning one signed copy to our office. Upon receipt, we will wait to receive your Agreement. We will not proceed until an Agreement has been executed by both parties.

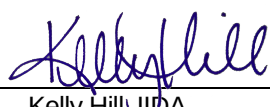
We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your project. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL

By 

Scott Nelson, AIA
Principal-In-Charge

By 

Kelly Hill, IIDA
Client Manager

CITY OF CELINA (CLIENT)

Accepted By: _____

Title: _____

Date: _____

Enclosures: Exhibit A - Scope of Services
Exhibit B – Fee
Exhibit C – Hourly Rates
Exhibit D – Master Plan Draft_Alt. 1

"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."

EXHIBIT A – SCOPE OF SERVICES

August 31, 2023

City of Celina | Parks Administration Building Renovation

DESIGN SERVICES

Parkhill proposes to provide the following Professional Architecture and Engineering Services for the Project's Scope of Services.

TASK 1 | PRE-DESIGN SERVICE

A. FACILITY ASSESSMENT

The Facility Assessment will evaluate the building's physical condition and functional performance against construction and design standards. This evaluation will summarize the general condition of the facility by visual observation and/or discussion with facility staff and is not a detailed study of all existing conditions. The study will assist in making informed decisions regarding facility master planning and future construction projects, including the feasibility of renovating, or repurposing the facility.

The Assessment Field team will visit the Site and directly observe the facility to determine the general condition of building systems and compliance with accessibility standards and building codes. Our field observers are Architects and Engineers, or facility specialists working under the supervision of Architects and Engineers, who evaluate the existing conditions using their specialized knowledge, training, and experience. The Field Team will make observations and collect information regarding the following building systems and components:

- Structural Analysis
- Exterior Envelope Analysis including doors, windows, and roofing

The following building systems and components will be EXCLUDED from analysis but can be provided via Supplemental Services:

- Occupancy Use and Parking Analysis
- Site Paving and Drainage Analysis
- Mechanical (HVAC), Electrical, Plumbing, Lighting, and Fire Protection Analysis
- ADA Assessment
- Interior Finishes and Fixed Furnishing Analysis

Deliverables

- Facility Assessment Report

B. PEER BENCHMARKING ANALYSIS

A/E will conduct Peer Benchmarking analysis of cities identified by the Client to determine best practices for staffing and space needs. Areas of analysis to include:

- Population Projections: review and aggregate 10-year population projections from local, state, and national sources.
- Collect and analyze staffing benchmarking data from up to 5 peer cities.
- Staffing Projections: develop a 10-year projection for staffing by department based on historical trends, peer benchmarking, and department input.

C. BUILDING SCAN & INPUT OF EXISTING

Parkhill will perform a building scan of the existing facility and input gathered data into BIM software for development of construction drawings.

D. SPACE PROGRAM

Parkhill will work with CLIENT to begin determining and defining programmatic elements for the site and building facilities as well as develop Project goals, needs, and assumptions.

Deliverables

- Space by Space Program

E. MASTER PLAN CONCEPT DESIGN

Concept Design will begin with an integrated design workshop to develop up to three design concepts documenting departmental master plan layouts for full buildout.

Deliverables:

- Floor Plan
- Site Plan
 - Parking/Trail/Lawn Area

F. SITE ENTITLEMENT

Parkhill will assist with the process of Entitlements in obtaining discretionary approvals for the right to develop and/or construct on a property for its desired use(s).

Our services during Entitlements may include preparation and/or submittal of the following:

- Engineered Site Plan
- Variance Requests
- Special Use Permits
- Driveway Access Permits
- Public Hearing(s)
- Planning and Zoning Hearing(s) and Preliminary Site Plan Approval
- City Council Hearing(s) and Final Site Plan Approval
- Due Diligence
- Architectural Review Board Hearing(s) for Approvals required by Governmental Authorities Having Jurisdiction over the Project

Site Entitlement services will be provided on an hourly rate basis.

TASK 2 | DESIGN SERVICES

A. SCHEMATIC DESIGN

The Schematic Design Documents will include the design for the total build out of the Project based on the Conceptual Design Package. Parkhill's Architectural Plans will be prepared using Autodesk Revit (BIM Software). Parkhill will develop the Concept Design into a refined document and provide supporting documents illustrating the architectural style of the façade and floor plan.

Deliverables:

- Floor Plan
- Site Plan
- Elevations & Massing Study
- Opinion of Probable Cost

B. DESIGN DEVELOPMENT SERVICES

Parkhill will provide Design Development Documents based on approved Schematic Design Documents and updated Project Budget. The documents will illustrate and describe refinement of the design of the Project establishing the Scope, relationships, forms, size, and appearance of the Project by means of plans, elevations and sections, typical construction details, and

equipment layouts. The documents will identify major systems and materials and, in general, their quality levels.

Deliverables:

- Code Sheets
- Floor and Roof Plans
- Site Plan
- Interior and Exterior Elevations
- Millwork Elevations and Details
- Details and Sections
- Door/Window/Storefront/Accessory Schedules
- Finish Schedule
- Outline Specifications
- Opinion of Probable Cost

C. CONSTRUCTION DOCUMENT SERVICES

Parkhill 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. Parkhill will assist CLIENT in the preparation of an AIA construction contract between the CLIENT and contractor, AIA A201-2017 General Conditions of the Contract for Construction and other standard AIA contract forms that may be required.

Deliverables:

- Code Sheets
- Floor and Roof Plans/Details
- Site Plan/Details
- Interior and Exterior Elevations/Details
- Millwork Elevations and Details
- Details and Sections
- Door/Window/Storefront/Accessory Schedules and Details
- Finish Schedule and Plans
- Specifications and Project Manual
- Opinion of Probable Cost

D. BIDDING AND PERMITTING

Parkhill will assist CLIENT in the preparation of necessary bidding information, bidding forms, 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. Parkhill will inform CLIENT, to the best of their knowledge, and will assist CLIENT in connection with CLIENT's responsibility, for filing documents required for approval of governmental authorities having jurisdiction over the Project.

E. LANDSCAPE DESIGN

Architect to provide planting and irrigation design services, as well as, connections to existing flatwork within Project Boundary.

F. FURNITURE, FIXTURES & EQUIPMENT

Services include assisting in selections relating to moveable furniture, fixtures and equipment.

These tasks may include:

- Evaluation FF&E Needs
- Develop FF&E Budgets
- Showroom Tours
- Product Selection
- Evaluate Procurement Method

- Develop Bid/Purchase Specification Binder
- Coordinate installation & Review installed product

G. AUDIO/VIDEO DESIGN

Audio/Video infrastructure and active equipment design for presentation and meeting spaces to include:

- A/V design to include infrastructure to support AV spaces and any ADA required audio systems.
- Evaluation of relevant AV active equipment to determine the infrastructure needs of the presentation spaces, specifications and drawings associated with the AV infrastructure system.
- Develop A/V room layouts and assist with power requirements, screen locations, conduit, floor boxes and speaker locations.

H. IT/DATA/SECURITY DESIGN

Information Transport Systems infrastructure design services may include:

- Technology infrastructure design to support voice and data.
- Main MDF/Server Room layout, design and power/cooling coordination.
- Telecom Rooms design, layout and connectivity.
- Infrastructure design to support wireless access connectivity throughout building.

Electronic Security systems design may include:

- Access Control
- Intrusion Detection
- Electronic Surveillance
- Emergency Notification and Duress

G. PRESENTATION COLLATERAL

Upon the selection of a Design Concept, Parkhill will prepare presentation collateral that may include the following:

- Interior/Exterior Renderings (Photo-realistic)
- Virtual Walk Through (Conceptual via Enscape)
- Photo-realistic Animation (Additional Service)

TASK 3 | CONSTRUCTION ADMINISTRATION SERVICES

A. CONSTRUCTION ADMINISTRATION SERVICES

Parkhill will be the representative of and will advise and consult with CLIENT during construction until the final payment to the contractor is due. Parkhill will have authority to act on behalf of CLIENT only to the extent provided in this Proposal, unless otherwise modified by written instrument.

Parkhill will visit the site every other week, or as otherwise agreed by CLIENT and Parkhill in writing, to become familiar with the progress and quality of the Work completed, and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, Parkhill will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observation as an Architect, Interior Designer, Landscape Architect or Engineer, Parkhill will keep CLIENT informed of the progress and quality of the Work.

Based on Parkhill's observations and evaluations of the contractor's Applications for Payment, Parkhill will review and certify the amounts due to the contractor.

Construction Administration services will be provided on a not to exceed, hourly rate basis.

SERVICES BY CLIENT

CLIENT will provide Parkhill with a survey of the site to determine the boundary, topography, existing improvements, infrastructure utilities, and existing trees and landscaping. CLIENT will also provide Parkhill with CAD files or PDFs of the existing facility floor plans so that Parkhill can input the existing facilities into Building Information Modeling Software (Revit Format) which is required for the Scope of Work, Plan Review, and Permitting processes.

CLIENT will provide access to Work site, obtain applicable permits, provide appropriate legal services in connection with the Project, and provide environmental impact reports and energy assessments, unless specifically included in Parkhill's Scope of Work. CLIENT shall pay the costs of inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by this Proposal.

EXCLUDED SERVICES

Services specifically excluded from our Scope of Services include, but are not limited to, the following:

- 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
- Envelope Consultant
- Preliminary and Final Plat

END OF SCOPE OF SERVICES

Exhibit B | Fee Proposal

SERVICE	QUANTITY	FEE	FIRM	Comments
TASK 1				
Facility Assessment		\$ 23,500.00	Parkhill	
Peer Analysis & Benchmarking		\$ 10,500.00	Parkhill	
3D Building Scan		\$ 7,500.00	Parkhill	
Input of Existing		\$ 5,000.00	Parkhill	
Space Program		\$ 12,500.00	Parkhill	
Master Plan Concept Design		\$ 18,500.00	Parkhill	
Site Entitlement	Hourly	\$ 50,000.00	Parkhill	
Business Proforma		N/A		
Subtotal		\$ 127,500.00		
TASK 2				
Architecture		\$ 261,000.00	Parkhill	
Interior Design		\$ 30,450.00	Parkhill	
MEP Engineering		\$ 96,549.00	Parkhill	
Landscape Architecture		\$ 90,000.00	Parkhill	Includes structural, civil, electrical and signage effort based on Mtg 2 Pollinator Gardens addition to scope.
Structural Engineering		\$ 37,500.00	Parkhill	
Civil Engineering		\$ 37,500.00	Parkhill	
FF&E Design/Selection		\$ 27,000.00	Parkhill	
AV/IT/Data/Security Design		\$ 24,100.00	DataCom	
PhotoRealistic Renderings	3 images	\$ 11,550.00	Parkhill	\$3,850.00 per image.
Subtotal		\$ 615,649.00		
TASK 3				
Construction Administration	Hourly	\$ 98,600.00	Parkhill	Esimated hourly fee.
Subtotal		\$ 98,600.00		
REIMBURSABLES EXPENSES				
Printing/Reproductions/Copies		\$ 1,500.00	Parkhill	
Travel/Incidentals		\$ 3,500.00	Parkhill	
ADA Review & Inspection		\$ 2,000.00	Parkhill	
Subtotal		\$ 7,000.00		
TOTAL A/E FEE		\$ 848,749.00		
ALTERNATES				
Site Master Planning		\$ -		
Traffic Study		\$ -		
LEED Certification		\$ -		
Branding/Logo Design		\$ -		
Detailed Cost Estimating		\$ 38,500.00	TBD	
Record Drawings		\$ -		
Animation	Estimate	\$ 15,000.00	Parkhill	\$250 per second.
Scope Contingency		\$ 42,437.45		
Subtotal		\$ 95,937.45		
TOTAL A/E FEE + ALTERNATES		\$ 944,686.45		

Parkhill
Hourly Rate Schedule
January 1, 2023 through December 31, 2023

Client: CITY OF CELINAProject: PARKS ADMIN RENOVATIONAgreement Date: AUGUST 28, 2023Location: CELINA, TX

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$71.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$84.00	Architect	\$177.00	Architect	\$292.00
SUPPORT STAFF III	\$116.00	Civil Engineer	\$218.00	Civil Engineer	\$329.00
SUPPORT STAFF IV	\$123.00	Electrical Engineer	\$212.00	Electrical Engineer	\$343.00
SUPPORT STAFF V	\$136.00	Interior Designer	\$159.00	Interior Designer	\$253.00
SUPPORT STAFF VI	\$147.00	Landscape Architect	\$171.00	Landscape Architect	\$272.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$203.00	Mechanical Engineer	\$328.00
Architect	\$145.00	Structural Engineer	\$210.00	Structural Engineer	\$315.00
Civil Engineer	\$157.00	Survey Tech	\$163.00	Professional Land Surveyor	\$255.00
Electrical Engineer	\$161.00	Other Professional	\$156.00	Other Professional	\$248.00
Interior Designer	\$138.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$138.00	Architect	\$217.00	Architect	\$376.00
Mechanical Engineer	\$150.00	Civil Engineer	\$254.00	Civil Engineer	\$393.00
Structural Engineer	\$150.00	Electrical Engineer	\$249.00	Electrical Engineer	\$393.00
Survey Tech	\$128.00	Interior Designer	\$174.00	Interior Designer	\$283.00
Other Professional	\$135.00	Landscape Architect	\$185.00	Landscape Architect	\$376.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$238.00	Mechanical Engineer	\$376.00
Architect	\$156.00	Structural Engineer	\$242.00	Structural Engineer	\$393.00
Civil Engineer	\$176.00	Survey Tech	\$198.00	Professional Land Surveyor	\$306.00
Electrical Engineer	\$182.00	Other Professional	\$184.00	Other Professional	\$376.00
Interior Designer	\$145.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$145.00	Architect	\$263.00		
Mechanical Engineer	\$174.00	Civil Engineer	\$306.00		
Structural Engineer	\$171.00	Electrical Engineer	\$304.00		
Survey Tech	\$140.00	Interior Designer	\$208.00		
Other Professional	\$142.00	Landscape Architect	\$226.00		
		Mechanical Engineer	\$290.00		
		Structural Engineer	\$292.00		
		Professional Land Surveyor	\$231.00		
		Other Professional	\$205.00		

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2023 through December 31, 2023. After December 31, 2023, invoices will reflect the Schedule of Charges currently in effect.



PARK MASTER PLAN LEGEND

- | | | | |
|--|--------------------------------|----------------------------------|--|
| ① ART WALK | ⑨ PEDESTRIAN BRIDGES | ⑬ CHAMPIONSHIP PICKLE BALL COURT | ⑭ FOOD TRUCK RODEO |
| ② NATURE-BASED PLAYGROUND | ⑩ OUTDOOR FITNESS CENTER | ⑮ OBSERVATION DECK | EXISTING RIPARIAN AREA TO BE PRESERVED |
| ③ TRADITIONAL PLAYGROUND | ⑪ DOG PARK - LARGE DOG | ⑯ PARKING | PROPOSED RIPARIAN AREA |
| ④ SPLASH PLAYGROUND | ⑫ DOG PARK - SMALL DOG | ⑰ OPEN SPACE | DOE BRANCH CREEK |
| ⑤ PERFORMANCE PAVILION | ⑬ MEMORIAL BASKETBALL PAVILION | ⑱ REGIONAL TRAIL SYSTEM | |
| ⑥ ATHLETICS HISTORY WALK | ⑭ MEMORIAL WALK | ⑲ ENTRY MONUMENTS | |
| ⑦ RE-PURPOSED PARKS AND REC FACILITIES | ⑮ COMMUNITY GARDEN | ⑳ ADDITIONAL ART OPPORTUNITIES | |
| ⑧ POLLINATOR GARDENS | ⑯ PICKLE BALL COURTS | | |

Ousley Park Master Plan - Draft Master Plan - Alt 1

City of Celina, Texas





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Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andy Glasgow, Director of Engineering
CC: Kimberly Brawner, Assistant City Manager
Date: September 12, 2023
Re: Collin County Interlocal for Coit Road Improvements R57 (Vest Lane to Choate Parkway)

Action Requested:

Consider and act to authorize the Interim City Manager to execute an Interlocal Agreement between the City of Celina and Collin County for the award of \$7,518,289.00 to be used for Coit Road improvements from Vest Lane to Choate Parkway. (Glasgow)

Background Information:

In 2022 the City of Celina submitted an application to Collin County's 2022 Call for City Projects. The Coit Road Improvements was selected as a high priority. The road improvements will increase capacity, reduce congestion, and support emergency services.

Legal Review:

Legal has reviewed the proposed agreement

Supporting Documents:

1. ILA_Celina_RI18032_Coit_Vest-Choat v3 KB 08.31.23
2. Project Map Coit Road Improvements Final

Financial Consideration:

Collin County will contribute \$7,518,289.00 to the Coit Road Improvement Project. The City will cover the remaining costs of the project.

Staff Recommendation:

Staff recommends approval.

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF CELINA
CONCERNING COIT ROAD FROM VEST LANE TO CHOATE PARKWAY
NEW 2018 BOND PROJECT # RI18032**

WHEREAS, the County of Collin, Texas (“County”) and the City of Celina Texas (“City”) desire to enter into this agreement (“Agreement”) concerning improvements to Coit Road from Vest Lane to Choate Parkway (“Project”) in Celina, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County have determined that the improvements may be constructed most economically by implementing this Agreement; and

WHEREAS, on May 15, 2023, the Collin County Commissioners unanimously approved allocation of 2018 Collin County Bond Proceeds to the City of Celina for the Project; and

NOW, THEREFORE, this Agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The Project shall consist of the construction of Coit Road as a 4-lane divided arterial from Vest Lane to Choate Parkway. The Project will include drainage and construction of a roundabout at Ownsby Parkway and Coit Road. The City shall arrange to design the Project. All improvements shall be designed to meet or exceed the City’s roadway design standards and criteria and shall be constructed in accordance with the plans and specifications approved by the City.

ARTICLE II.

The City shall prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, the City shall comply with all statutory requirements applicable for competitive bidding. The City shall provide the County with a copy of the executed design and construction contract(s) for the Project. Changes to the Project, other than what was submitted for the initial bids, or which alter the initial funding set forth in Article IV, must be reviewed and approved by Collin County.

ARTICLE III.

The City shall also acquire real property necessary in the vicinity of the Project for use as right-of-way or easements in connection with the Project, at the City’s sole discretion.

ARTICLE IV.

The City estimates the total actual cost of the Project to be ten million seven hundred and forty thousand, four hundred and thirteen dollars (\$10,740,413) (“Estimated Project Cost”). The County agrees to participate in the Project by allocating seven million five hundred and eighteen thousand, two hundred and eighty-nine dollars (\$7,518,289) (the “County Participation Amount”) to the performance of the Project. The County shall remit fifty percent (50%) of the County Participation Amount to the City within thirty (30) days after the City issues a Notice to Proceed to the design engineer and the City submits a written request for payment to the County. The County shall remit the remaining fifty percent (50%) of the County Participation Amount to the City (i) within thirty (30) days after the City receives bids for the construction of the Project and the City submits a written request for

payment to the County. The parties may revise this payment schedule based on the progress of the Project. If the payment schedule is revised and that revision results in the City facing the potential of incurring an unfunded debt in violation of the Texas Constitution the City, in its sole discretion, shall be free from any obligation or commitment to continue working on or complete the Project until the next installment of the County Participation Amount is paid to City.

If the actual cost to design, acquire right-of-way for, and construct the Project (collectively the “Actual Project Cost”) is less than the Estimated Project Cost, and the County has participated up to seventy percent (70%) of the total Estimated Project Cost for the 2018 Bond funding, then the City shall reimburse to the County an amount equal to the difference between the Estimated Project Cost and the Actual Project Cost such that the county has only contributed seventy percent (70%) of the Actual Project Cost. The City shall remit any such reimbursement to the County following City’s final acceptance of the Project and along with an itemized final accounting of expenditures for the Project. As used herein, the terms “Estimated Project Cost” and “Actual Project Cost” may include land acquisition, engineering, construction, inspection, testing, street lighting, utility relocation and construction administration costs including contingencies.

ARTICLE V.

The County’s participation in the Project shall not exceed seven million five hundred and eighteen thousand, two hundred and eighty-nine dollars (\$7,518,289)

ARTICLE VI.

The City shall install a **project sign** identifying the Project as being partially funded by the Collin County 2018 Bond Program. The City shall also provide **quarterly progress reports throughout the Project as well as before, during and after photos** during the construction process, in electronic format to the Collin County Engineering Department. Following completion of the Project, the City shall provide an **itemized final accounting of expenditures** for the Project.

ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VIII.

INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS’ FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

ARTICLE X.

SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the parties and may only be modified in a writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense 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, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIV.

FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

ARTICLE XVI.

TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project by the City and full payment by the County of 70% of the Actual Project Cost, not to exceed seven million five hundred and eighteen thousand, two hundred and eighty-nine dollars (\$7,518,289).

[Signature page follows.]

APPROVED AS TO FORM:

COUNTY OF COLLIN, TEXAS

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

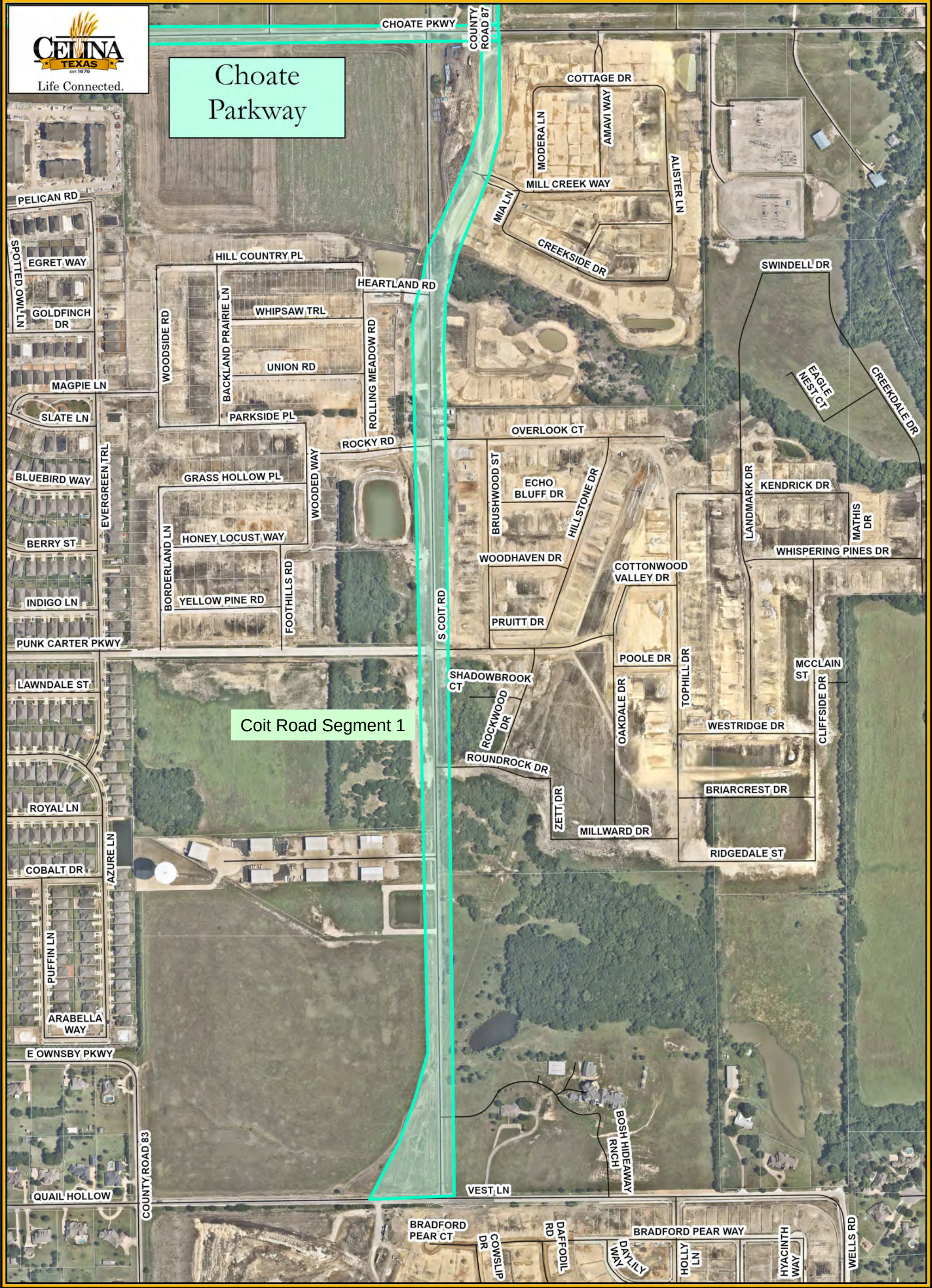
By: _____
Name: Chris Hill
Title: County Judge
Date: _____
Executed on this _____ day of _____,
20__, by the County of Collin,
pursuant to Commissioners' Court
Order No. _____.

ATTEST:

CITY OF _____, TEXAS

By: _____
Name: Lauren Vaughns
Title: City Secretary
Date: _____

By: _____
Name: Karla Stovall
Title: Interim City Manager
Date: _____





Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Anthony Satarino, Strategic Services Director
CC: Karla Stovall, Interim City Manager
Date: September 12, 2023
Re: Arts & Culture Master Plan

Action Requested:

Consider and act upon a Resolution adopting the Arts & Culture Master Plan. (Satarino)

Background Information:

On September 2022, City Council approved the City procuring the services of Keen Independent Research to create the Arts & Culture Master Plan (previously called the Fine Arts Master Plan). The purpose of this Master Plan is to create direction for planning, processes, and strategies needed to acquire, place, and maintain (visual and performing) public art throughout the City. After presentation of the initial draft, Council gave direction to Staff to make updates and edits to ensure that the Master Plan embraced Celina's heritage and culture and was historically accurate. Since this time, Staff has facilitated multiple meetings with the Arts and Culture Board, Celina Area Heritage Association and City Council members to update the Master Plan per the attachment.

Legal Review:

N/A

Supporting Documents:

1. Celina Arts and Culture Master Plan Resolution 2023 (1)

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CELINA, TEXAS, ADOPTING THE 2023 ARTS & CULTURE
MASTER PLAN; PROVIDING A REPEALING CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, in September, 2022 the Celina City Council approved a contract with Keen Independent for the development of a Arts & Culture Master Plan; and

WHEREAS, the City gathered community input and a plan for future arts and culture spaces, programs, and events in Celina; and

WHEREAS, the 2023 Arts & Culture Master Plan will be a strategic guide to help with planning and decision-making regarding arts and culture as a driver to improve quality of life, increase tourism and support local economic development in Celina; and

WHEREAS, the 2023 Arts & Culture Master Plan will focus efforts in providing arts and culture-related infrastructure, services, programming and funding for residents, business owners, arts organizations and other stakeholders; and

WHEREAS, the 2023 Arts & Culture Master Plan, attached hereto as Exhibit “A,” has incorporated the goals of the City’s Strategic Plan; and

WHEREAS, the Arts and Culture Board has reviewed and recommended approval of the 2023 Arts & Culture Master Plan; and

WHEREAS, the City Council has reviewed the 2023 Arts & Culture Master Plan and finds that the same should be adopted.

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

SECTION 1: That the 2023 Arts & Culture Master Plan, attached hereto as Exhibit “A,” and incorporated herein for all purposes, is hereby approved and adopted in its entirety.

SECTION 2: That all provisions of the Resolutions of the City of Celina, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3: That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Celina, Texas,
on this the 12th day of September, 2023.

CITY OF CELINA, TEXAS

Ryan Tubbs, MAYOR

Attest:

Lauren Vaughns, CITY SECRETARY

EXHIBIT “A”
2023 Arts & Culture Master Plan



Arts & Culture MASTER PLAN





Scenic view of Celina, Texas
Photo: City of Celina

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Life Connected. Mural by Bristen Phillips
Photo: City of Celina

SECTION 1: INTRODUCTION

Introduction

The City of Celina, Texas engaged Keen Independent Research in September 2022 to create a 5-year Arts and Culture Master Plan. The Plan was completed in July 2023.

What is an Arts and Culture Master Plan?

An Arts and Culture Master Plan is designed to be a strategic guide to help cities with planning and decision-making regarding arts and culture as a driver to improve quality of life, increase tourism and support local economic development. Plans help cities focus their efforts in providing arts and culture-related infrastructure, services, programming and funding for residents, business owners, arts organizations and other stakeholders.

Purpose

The purpose of this Arts and Culture Master Plan is to define the City's role in supporting arts and culture, guide planning and strategies over the next five years needed to acquire, develop and maintain public art and support the City's goals of ensuring quality of life and economic development.

How to Use this Arts and Culture Master Plan

This Arts and Culture Master Plan will be primarily utilized by the City to guide decision making. Individuals and arts and cultural organizations can use this Plan to help guide their strategic thinking, highlight how their goals align with the Plan when applying for grants and to monitor the initiatives outlined within.

This Plan is not designed to pick winners or grantees or to develop specific programs but rather guide the direction and strategic thinking of future decisions for the City and community.

The City can use this Plan as a guide to recognize and support arts and culture in Celina, as well as honor and celebrate the City's rich history.



Celina, Texas
Photo: City of Celina



Splash & Blast Concert
Photo: City of Celina

Acknowledgements

This 5-year Arts and Culture Master Plan was made possible by the leadership and staff of the City of Celina, as well as the City’s stakeholders and community members. Special thanks to:

City Council

- Ryan Tubbs, Mayor
- Jay Pierce, Mayor Pro Tem, Place 2
- Wendie Wigginton, Deputy Mayor Pro Tem, Place 4
- Philip Ferguson, Place 1
- Andy Hopkins, Place 3
- Mindy Koehne, Place 5
- Tony Griggs, Place 6

Fine Arts Board

- Sarah Phillips, Chair
- Tawnia King, Vice-Chair
- Brian Bender
- Gina Overstreet
- Jack Washington
- Brittany Yanniello

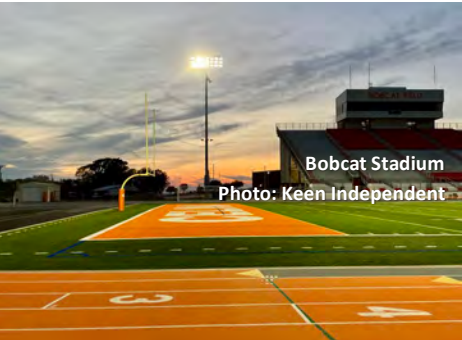
City Staff

- Karla Stovall, Interim City Manager
- Anthony Satarino, Strategic Services Director
- Wesley Frank, Assistant to the City Manager – City Secretary
- Drew Jenks, Public Services Analyst
- Brandy O’Keefe, Downtown Manager

Keen Independent Research

www.keenindependent.com

- Alex Keen, Associate Principal
- Jennifer Tuchband, General Manager and Senior Consultant
- Dr. Roksana Filipowska, Consultant
- Dr. Nicole Yates, Consultant



History

Early stewards of what is now Collin County include the Caddo, Cherokee, Delaware, Kikaapoi (Kickapoo) and the Tonkawa tribes.¹ It is likely that the Tonkawa, whose name means “they all stay together,” were the main caretakers of contemporary Celina until the mid-19th Century.² Celina’s early founders embodied community, perseverance and integrity, which still guide the City today.

Preston Road. Old Preston Road originated as a part of a major Native American trail known as the Shawnee Trail, which served as the principal route of immigration and trade between present-day St. Louis and southwestern Texas.³ Immigrants from Missouri and Arkansas arrived into Texas through Native American territory (Oklahoma).⁴ The trail served one of the main routes by which longhorn cattle were taken afoot to railheads and then sent northbound by train.⁵

Early Settlement

In 1876, a settlement began to form about one mile southwest of present-day Celina.⁶ John T. Mulkey, Celina’s first postmaster, named the city after Celina, Tennessee, the birthplace of many of the settlers.⁷



Rolling to the Railway. When the merchants of Celina learned that the St. Louis and San Francisco (“Frisco”) Railway would extend its line but miss the settlement, they made plans to bring Celina to the railroad. In February 1902, Celina residents placed their businesses and houses on rollers and used tractor engines to cross a wheat field and relocate to

¹ Native Land Digital (2023). Retrieved from <https://native-land.ca/> The Texas State Historical Association estimates that the earliest known modern human inhabitants of Texas date back to around 20,000 years ago in Central Texas. Pertulla, T. et. al. (2021). Prehistory. Texas State Historical Association. Retrieved from <https://www.tshaonline.org/handbook/entries/prehistory#:~:text=Evidence%20indicates%20that%20the%20earliest, valley%20area%20in%20Bell%20County.>

² Newcomb, W. W. Jr., & Campbell, T. N. Tonkawa. Handbook of American Indians. 13:2, *Plains*, ed. DeMallie, R. J. (Washington, D.C.: Smithsonian Institution, 2001).

³ Hannaford, J. (1995). Old Preston Road. Texas State Historical Society. Retrieved from <https://www.tshaonline.org/handbook/entries/old-preston-road>

⁴ West, Carolyn Effie. [Texas Historical Commission Marker: Preston Road/Shawnee Trail], photograph, 2011-12/2012-03; (<https://texashistory.unt.edu/ark:/67531/metapht256885/>; accessed April 29, 2023), University of North Texas Libraries, The Portal to Texas History, <https://texashistory.unt.edu/>; crediting Private Collection of Carolyn West.

⁵ Gard, W. (2016). Shawnee Trail. Texas State Historical Association. Retrieved from <https://www.tshaonline.org/handbook/entries/shawnee-trail>

⁶ Celina Downtown Master Plan. 26. Retrieved from <https://www.celina-tx.gov/DocumentCenter/View/4682/Newest-DRAFT-Downtown-Masterplan-192019>

⁷ Celina Area Heritage Association and Museum. Celina History. Retrieved from <https://www.celinamuseum.com/history>

History

the new site adjacent to the newly laid tracks. Celina was incorporated in 1907 with Will Newsom serving as the City's first mayor.⁸

Agricultural Boom

Wheat played a major role in Celina's development. During the first half of the 20th Century, the Celina Mill & Elevator Company handled more feed than any plant in Texas and shipped large quantities across the United States.⁹

Downtown Square. In 1911, J. Fred Smith, the President of the Mill, designed a three-sided city square and graveled the streets. Because of Smith's vision of economic strength and passion for beautifying the community, Celina was established as a regional shopping and commercial destination and became known as "Celina, The City Beautiful." Celina's Downtown Square continues to be the main



⁸ Ibid.

⁹ Celina Downtown Master Plan. 26. Retrieved from <https://www.celina-tx.gov/DocumentCenter/View/4682/Newest-DRAFT-Downtown-Masterplan-192019>

gathering site for the City to this day. In 1997, the Texas Historical Commission and the National Trust for Historic Preservation designated Celina as an official Main Street City to acknowledge the City's efforts to preserve and develop its Downtown Square.¹⁰



Celina Today

Celina is developing quickly while seeking to maintain its small-town feel and rich history. Celina residents have long been connected through their pride in the Bobcat football team, dedication to civilian and military service and an entrepreneurial spirit. Arts and culture can engage and welcome new residents while celebrating Celina's vibrant past.¹¹

¹⁰ Ibid.

¹¹ For more information on Celina's history, see Appendix B and resources available through the Celina Area Heritage Association Museum.

Background

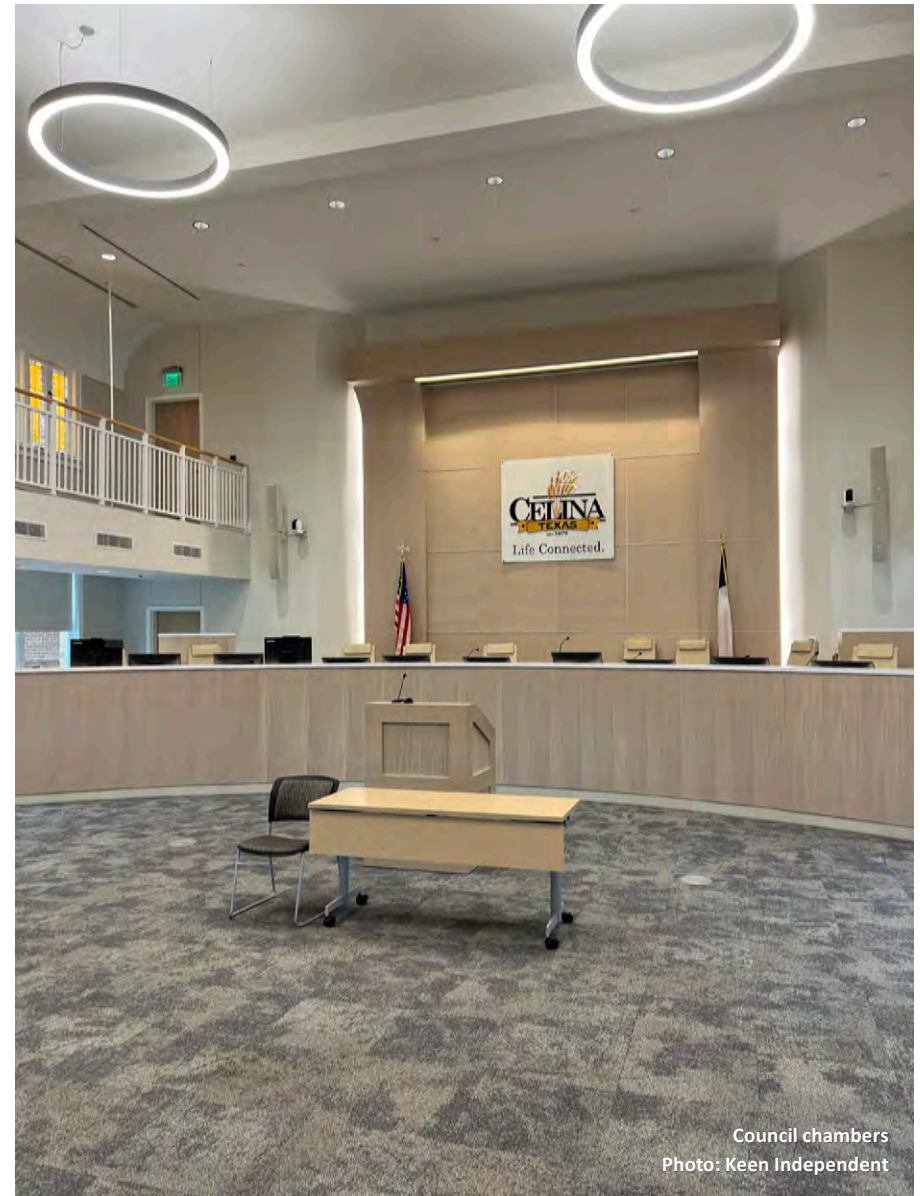
Fine Arts Board and Public Art Program Ordinance

In March 2020, City Council passed the Fine Arts Board and Public Art Ordinance. Soon after, the COVID-19 pandemic delayed the ordinance from being put into action. Keen Independent's engagement and the formation of the Fine Arts Board were both approved during a September 2022 City Council meeting. The Arts and Culture Master Plan is meant to guide the activities of the Fine Arts Board and members were engaged throughout the planning process.

City Plans

The Arts and Culture Master Plan is designed to support the City's existing planning efforts. A literature review of the City's Strategic and other Master Plans show that there are ample opportunities to integrate art and culture throughout Downtown development, planning for the Entertainment District, supporting the diverse needs of Celina's neighborhoods and expanding the City's parks, trails and recreation initiatives. For an analysis of City plans and how arts and culture fit into them, see Appendix C.

This Arts and Culture Master Plan aims to help the City tell the story of Celina through aesthetic experiences that enrich the lives of residents and bolster economic growth.



Council chambers
Photo: Keen Independent

Methodology

For this Arts and Culture Master Plan, the study team used the following methodology to develop findings and recommendations.

Keen Independent conducted:

- Robust virtual and in-person stakeholder engagement with City leaders and staff, arts and culture leaders and community members. Over 800 people shared their perspective on the Plan through the following efforts:
 - An in-person Town Hall;
 - In-depth stakeholder interviews and focus groups;
 - Virtual Workshop with over 700 participants;
 - In-person Draft Plan presentation; and
 - Study hotline and email feedback.
- Literature review of existing Celina plans;
- Benchmarking of comparable policies and funding tools for arts and culture from other cities; and
- Analysis of demographic and population trends.





SECTION 2: EXECUTIVE SUMMARY

Key Findings

This section describes the Arts and Culture Master Plan stakeholder and community engagement process along with a presentation of key findings.

Stakeholder and Community Engagement

Keen Independent conducted extensive engagement with Celina residents and community leaders between October 2022 and February 2023.

Stakeholder engagement. The Arts and Culture Master Planning process included in-depth interviews and focus groups with over 30 stakeholders, including members of City Council, the City Manager's Office, Fine Arts Board and Celina Area Heritage Museum Board, as well as local community leaders, educators, artists and performers. Stakeholders were asked a series of questions about what makes Celina unique, developing arts and culture in the City and anticipated markers of success for the Plan's implementation. See Appendix E for an analysis of these interviews.

Community engagement. Celina residents were invited to participate in multiple ways throughout the planning process. Over 600 Celina community members completed a virtual workshop where they were asked about interest in arts and culture, themes from Celina's history, desired locations for arts and cultural amenities and perceived barriers to developing art and culture in the City. For an analysis of virtual workshop responses, see Appendix F.

Residents were also invited to an in-person Town Hall where preliminary findings were presented for feedback. This gathering featured several brainstorming activities for residents to share ideas for arts and cultural amenities and programs. See Appendix D for an analysis of feedback from this event.

Additional outreach tools. In addition to the virtual workshop and in-person engagement, residents had access to an Arts and Culture Master Plan telephone hotline and email address throughout the process to maintain an open door of communication between the community and Keen Independent.



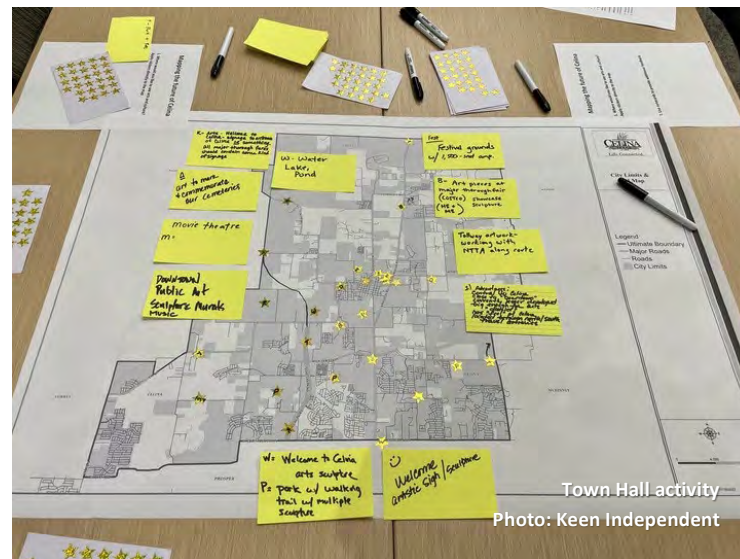
Town Hall participant
Photo: Keen Independent

Key Findings

Stakeholder and Community Perspective

The following themes emerged through the stakeholder and community engagement process:

- Celina residents are enthusiastic about arts and culture. Community members are asking for more:
 - Public art (murals, sculptures, etc.);
 - Festivals, cultural celebrations and events;
 - Music; and
 - Performing arts.
- Residents of all ages are interested in art and culture, including:
 - Children and families with kids;
 - Students;
 - Young professionals without children; and
 - Seniors.
- There is a desire for arts and cultural spaces and amenities, including:
 - Community center in Downtown Celina;
 - Maker space in the Entertainment District;
 - Community theater;
 - Event space; and
 - Shaded structures throughout parks to perform and practice music and/or dance.
- Celina residents see art and culture as crucial to fostering community as the City grows;
- There is a need to welcome new residents and integrate Celina's many neighborhoods;
- Local artists, musicians, performers and creatives have to go elsewhere to perform, practice, sell and develop their art;
- Residents must go elsewhere to enjoy and support art and culture;
- Downtown Square is the heart of Celina and residents hope it will remain the City's main gathering site; and
- Celina's long-term and new residents are interested in the City's history and want to celebrate its growing diversity.



Shared Vision of the Role of Arts and Culture in Celina

Stakeholders and community members were asked what success looks like for developing arts and culture in Celina. Key quotes and major themes are highlighted below.

Success

Stakeholders and community members share a vision of success that includes cultivating Celina’s uniqueness, supporting creative entrepreneurship and weaving arts and culture throughout the City.

Cultivating Celina’s uniqueness. Stakeholders and community members are in agreement that they do not want to see the City develop in a way that is inauthentic to Celina. Residents emphasized the need to retain what makes Celina unique, including preserving its Downtown architecture and supporting local creatives whose art and ideas celebrate Celina’s uniqueness or build upon it.

Supporting creative entrepreneurship. A throughline in stakeholder and community engagement is that Celina is, and has always been, a place where people make things happen. Celina’s agricultural history is one of entrepreneurship and the City is attracting entrepreneurial residents who want to build arts and cultural businesses and sustain a livelihood from their art. Pairing local creatives with businesses to sell, feature, and support artists, musicians and performers is an opportunity to drive the City’s economic growth. Streamlining this process will reduce barriers to entry for residents wanting to contribute art and participate in creative entrepreneurship.

Weaving art and culture throughout City. Celina residents want to see art and culture throughout the City. There is a demand for art and culture, and residents want opportunities to enjoy, support and share art and culture without leaving Celina.

“[Celina is] like the Gold Rush. Don’t forget and maintain the cool stuff.”

“Generations have lived here, and their impact can be seen everywhere. Stories are waiting to be shared via ‘Arts and Culture’.”

“[What makes Celina unique is] its rapid development, its commitment to progress and community (mom and pop shops), and its up-and-coming diversity.”

“I’d like to see the City incorporate more culturally sensitive events.”

“I love the murals that we’ve done. They’ve enhanced the City more than we’ve realized they would.”

“Creativity builds community and creativity binds people together.”

“We deserve a community center.”

“Maker space/incubator for Texas craftsmanship that feeds into gallery.”

“It is okay to test a lot of ideas and see what works for Celina.”

“This is great that Celina is starting to think about [art and culture] as it continues to grow!”

Goals and Strategies



Daytime festival in Celina
Photo: City of Celina

The following goals and strategies will help define the shared vision of the role of art and culture in Celina.

Four goals for Celina arts and culture emerged throughout the engagement process:

- 1. Integrate art and culture into existing and future City development;**
- 2. Develop art and culture to celebrate Celina's history and the diversity of its residents;**
- 3. Approach art and culture as a tool for gathering residents Downtown and unifying neighborhoods; and**
- 4. Cultivate a local art and cultural economy to enhance quality of life, generate creative jobs and keep resident art and entertainment spending in Celina.**

The following six strategies to help achieve these goals are as follows:

- 1. Cultivate arts and culture strategically;**
- 2. Designate spaces and places for art;**
- 3. Develop placemaking concepts;**
- 4. Utilize and plan facilities for arts and culture;**
- 5. Use industry standard and inclusive language; and**
- 6. Identify and allocate funding sources.**



SECTION 3: RECOMMENDATIONS

1. Foster Growth and Development of Arts and Culture in the City



With Celina increasing so rapidly in population, the arts and cultural programming in the City should be growing at a similar rate.

1-1. Support local arts organizations, artists, performers, musicians, makers and creatives

Celina residents are creative and looking for opportunities to share and develop their skills and talents. Supporting Celina artists, performers, musicians and creatives helps residents' livelihoods and designates the City as a destination for art and culture.

This may include:

- Creating and promoting a centralized website or portal for local businesses to discover and hire Celina-area artists, performers, musicians and creatives;
- Developing the Downtown Improvement Program to pair local businesses with artists to feature live music and performance, along with arts and crafts for sale;
- Expanding opportunities for local creatives to participate in City festivals;
- Featuring Celina student artists, musicians, performers and creatives in City festivals and events;
- Prioritizing Celina-area creatives for vendor spots at City events and festivals;

- Revising the language in the Fine Arts Board and Public Art Program Ordinance to state the City's intention to support local artists, performers, musicians, makers and creatives; and
- Commissioning Celina-area creatives for public art and City-organized festivals and events.

1-2. Help artists and arts organizations find and acquire resources for their work

Celina artists are interested in developing spaces, businesses and programs for art and culture but may need assistance acquiring additional resources to accomplish this.

Acquisition assistance may include:

- Advertising relevant grants and fellowships to artists, musicians, performers, makers and creatives; and
- Encouraging corporate matching when local businesses, groups and individuals fundraise for art and culture.

1. Foster Growth and Development of Arts and Culture in the City

1-3. Explore the opportunities that a Hotel Occupancy Tax provides to fund arts and culture

A Hotel Occupancy Tax is a tax applied to hotel rooms rented in the City. This tax is typically paid by tourists visiting the city and no additional tax would be paid by Celina residents. See Appendix J for more information for allocating this tax.

The City should amend its current Hotel Occupancy Tax to include a percentage allocated to art and culture. Applications of tax may include:

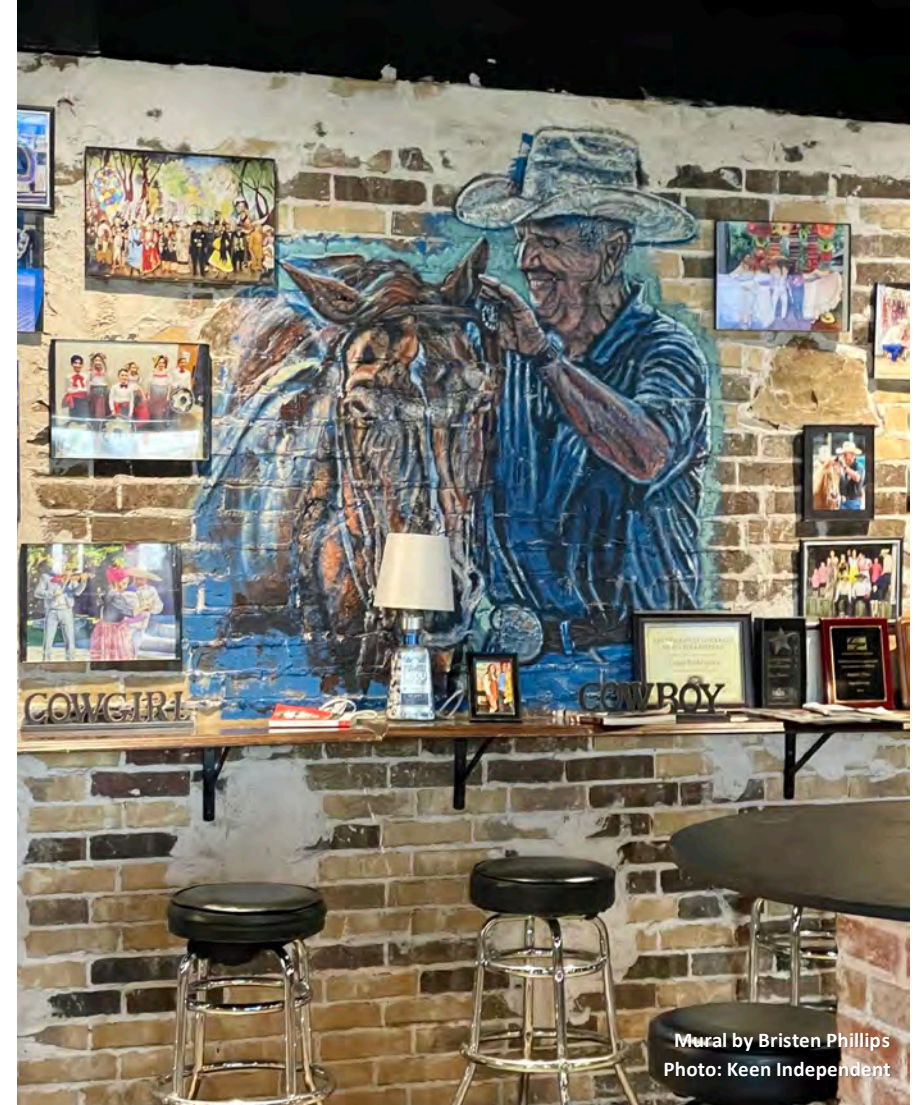
- Arts and cultural amenities, such as a community theater;
- Design elements that add to the appeal of the City;
- Public art commissions for the City's collection; and
- Arts and culture festivals that feature local talent and attract tourists.

1-4. Create a community foundation that includes arts and culture fundraising

A community foundation is a public charity that focuses on supporting a geographical area by facilitating and pooling donations to address community needs. For more information on starting and managing a community foundation with a focus on arts and culture, see Appendix J.

This may include:

- Appointing one or two Arts and Culture Board members to help manage community foundation;
- Designating field of interest funds to arts and culture;
- Allocating some scholarship funds to Celina students pursuing arts and culture study; and
- Identifying designated funds for such amenities as a community center and community theater.



Mural by Bristen Phillips
Photo: Keen Independent

1. Foster Growth and Development of Arts and Culture in the City

1-5. Conduct feasibility studies for building new and repurposing existing venues

Building new venues and repurposing existing venues can be a significant investment with substantial risk. The City should consider making these investments in a responsible manner.

This may include:

- Conducting a feasibility study that considers repurposing an existing Downtown building into a community theater. Celina residents are interested in all forms of theatre and are enthusiastic about developing a performance venue.
- Conducting a feasibility study for a new arts-focused community center. Celina residents feel strongly about having a community center in or near Downtown Square so that people of all ages, abilities and cultural backgrounds can gather to learn, practice, share and present their talents.
- Conducting a feasibility study for a world-class event center. The Celina 2040 Comprehensive Plan includes the recommendation to conduct such a feasibility study.

1-6. Hire an Arts Coordinator

Hiring a designated City staff member to coordinate arts and culture initiatives will expedite projects and introduce a creative job for a local arts and cultural leader.

Responsibilities may include:

- Supporting the Arts and Culture Board; and
- Working closely with the Strategic Services Director and Downtown Manager to oversee arts and culture.



Historic water tower
Photo: City of Celina

2. Designate Spaces and Places for Art and Culture

As the City grows, investing in art and culture in designated areas can retain the Downtown Square as the heart of Celina while also providing a unifying identity across the different neighborhoods.

2-1. Enhance Downtown through art and culture

Art and culture in the Celina Downtown Square area can drive the City's economic development while preserving its history and role as a central gathering place.

This may include:

- Prioritizing art and culture in the development of Downtown;
- Including design elements that provide shade and relief from sun and weather;
- Commissioning public art, such as murals, sculptures and installations in the area;
- Exploring the development of a museum dedicated to Celina volunteer and professional firefighters;
- Facilitating collaboration between local businesses and Celina-area artists, musicians, performers and creatives by providing initiatives for businesses to sell or feature art and culture; and
- Approaching Downtown as the location for family and intergenerational art and culture programming and expanding accessibility and inclusive offerings.

2-2. Brand the Entertainment District as a place for local artists and creative entrepreneurs

Whereas Downtown will continue to serve as Celina's main gathering site, the Entertainment District can become the destination for supporting local artists and creative entrepreneurs.

This may include:

- Supporting the development of a maker space that includes artist residencies and a gallery showroom with works for sale;
- Introducing a version of the Downtown Improvement Program for the Entertainment District; and
- Supporting events such as Battle of the Bands, an Entertainment District Crawl and pop-up performances geared towards adults and young professionals.



2. Designate Spaces and Places for Art and Culture

2-3. Incorporate art and culture into development of parks and trails

Integrate public art with planning and development of parks, trails and recreation areas.

This may include:

- Incorporating functional art and design, such as benches, shade structures, murals, sculptures, creative play equipment, creative exercise stations and placemaking signage to enhance existing plans; and
- Including shaded gathering structures, such as pavilions and small amphitheaters, in plans to support performances and cultural celebrations.

2-4. Designate Celina as a local destination through art at entryways

Public art and aesthetic signage reflecting Celina's culture at key locations will mark Celina as a destination for art, culture and creativity to residents and tourists alike.

This may include:

- Commissioning gateway monuments around the City;
- Enhancing existing signage to present a unified City brand;
- Adding sculptures to the center of roundabouts; and
- Expanding the lighting program of Celina's water tower.



3. Develop Placemaking Concepts



Art and culture are crucial to placemaking, or the process of creating quality places for people to live, work, create, learn and plan. The following recommendations draw on Celina's rich history and existing assets.

3-1. Involve the community when making decisions about public art

We recommend that the Arts and Culture Board involve Celina residents in selecting and developing public art.

This may include:

- Involve the community or neighborhood that is particularly impacted by a potential project;
- Include a process for residents to submit feedback on potential designs to the Arts and Culture Board; and
- Require artists to involve community members in the making and installation of some public art.

3-2. Reimagine agricultural history through public art

Celina has a rich agricultural history. Residents are interested in learning and preserving this history whether their families have lived in Celina for generations, they are long-term residents or even if they recently moved to the area. One way that public art can activate Celina's history is by marking locations that were significant to the City's development and illustrating its agricultural heritage.

This may include:

- Commissioning public art that highlights historically significant local crops, as well as historical figures, families and groups that developed Celina's agriculture;
- Organizing an annual festival focusing on an aspect of Celina's agriculture (such as a Wheat Fest) to feature local artists, musicians, artisans, brewers and bakers;
- Inviting local artists to repurpose antique equipment into public art that is safe, compelling and interactive;
- Organizing an annual haybale decorating competition to showcase winning entries along roads;
- Featuring artistic interpretations of local crops on City branding and signage; and
- Commissioning functional design that evokes agricultural equipment (such as wheat threshers) into such elements as playground equipment, water fountains, and benches.

3. Develop Placemaking Concepts

3-3. Explore marking historical travel and trade routes

Celina's present-day Old Preston Road was once part of the Shawnee Trail, one of the main routes for longhorn cattle trade during the 19th Century. While most of the land in Celina was dedicated to agriculture, this section of the City has a rich history as a travel route used by Native Americans and Texas cattlemen.

Marking historical trade routes may include:

- Commissioning public art that draws on this history;
- Incorporating images of longhorns on signage to mark the former travel and trade routes; and
- Focusing public art and cultural efforts that relate to longhorns to such locations.

3-4. Highlight Celina's history as "Roller Town"

One of the more unique components of Celina's history is that early 20th Century residents placed their businesses and houses on rollers and used traction engines to relocate near newly laid train tracks. Art and culture can animate this history.

This may include:

- Marking the relocation route with public art or aesthetic signage; and
- Continuing to highlight the nickname "Roller Town" when developing art and cultural amenities.

3-5. Develop neighborhood-specific art and cultural offerings

As Celina grows, its neighborhoods will continue to serve as hubs for residents. Encouraging neighborhood-specific art will encourage residents to feel welcome in Celina.

This may include:

- Developing a process for selecting neighborhood-specific art that involves the community at every step; and
- Supporting the development of art and cultural amenities that celebrate and reflect the race, ethnicity and cultural background of residents.



Christmas on the Square
Photo: City of Celina

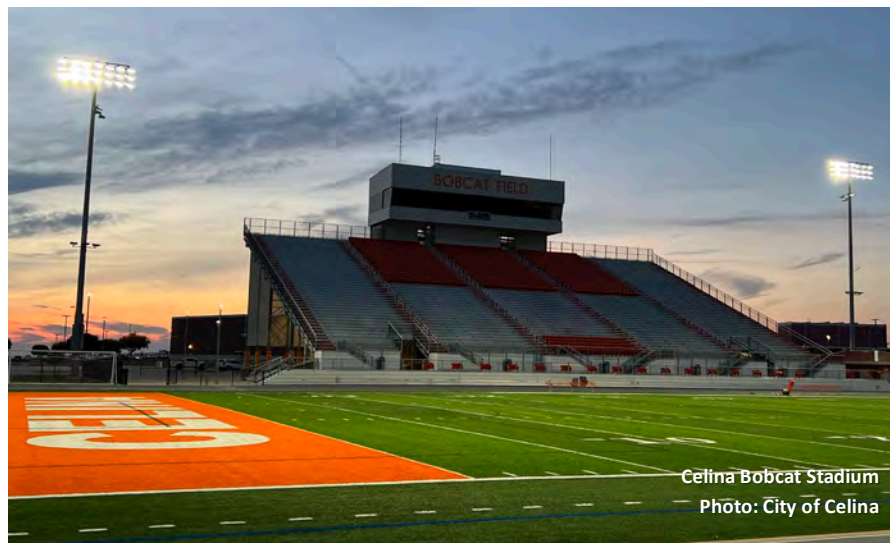
3. Develop Placemaking Concepts

3-6. Feature art and culture near Bobcat Stadium

Celina residents are passionate about football. Highlighting art and culture at or near the stadium would encourage Celina residents to embrace their creativity along with their Bobcat spirit.

This may include:

- Installing public art near Bobcat Stadium that tells the story of Celina's football history;
- Featuring local artists, musicians, performers and makers at the stadium as featured vendors; and
- Developing a public art program highlighting the color orange to reflect Bobcat pride.



3-7. Celebrate Celina's history and growing diversity

Early inhabitants of present-day Celina included Native Americans, settlers from such states as Tennessee and migratory longhorn ranchers. Celina is expected to become more diverse as the City grows. When selecting public art programming and priorities, it is important to support arts and cultural projects and programming that activate Celina's history along with those that reflect its diversity.

This may include:

- Commissioning public art that tells the story of the diverse people and cultural groups that played a role in Celina's development;
- Commissioning public art and cultural events that reflect the cultural backgrounds of Celina's current residents;
- Selecting a public art program that highlights Celina's past alongside its current and diverse residents;
- Expanding City-run events to include future cultural celebrations and introducing an annual Wheat Fest;
- Continuing to commemorate and celebrate sites of significance to Celina's historic and present-day communities; and
- Featuring different styles of dance and music at City events.

3. Develop Placemaking Concepts

3-8. Unify Celina's neighborhoods through public art

Encourage a sense of community across Celina by investing in art and culture across each of the City's neighborhoods.

This may include:

- Developing a public art initiative where each neighborhood features artwork that has a unifying component while celebrating that neighborhood's distinctive identity;
- Providing incentives for visiting each of the neighborhoods and their artwork, such as scavenger hunts that end in a raffle or discounts at local businesses;
- Advertising neighborhood-specific art and cultural offerings on the City's event calendar;
- Installing displays that show historic images of the neighborhood so new residents can feel connected to Celina's history; and
- Encouraging Homeowners Associations to report on the arts and cultural needs of their communities.



Bongo Beaux
Photo: Keen Independent



Aerial view of Celina
Photo: City of Celina

4. Utilize Existing Facilities to Support Arts and Culture

Before developing brand new buildings dedicated to arts and culture, attempt to utilize existing resources. This will allow for faster implementation with less monetary investment.

4-1. Incorporate art and culture into plans for the new library

Community members requested that the new library building includes arts and cultural spaces and programming.

This may include:

- Including multi-purpose classrooms and spaces for arts and cultural programming;
- Commissioning public art for the new library facility;
- Curating rotating gallery space in the new library for local artists to show their work; and
- Encouraging arts and cultural programming for all ages, including classes and workshops.

4-2. Feature art and culture in City facilities

As the City develops its public art program, existing City facilities should serve as spaces of display and promotion for art and culture.

This may include:

- Curating rotating gallery space in City Hall and related buildings for local artists to show their work; and
- Developing spaces for storing and maintaining art.



Council Chambers
Photo: Keen Independent Research



Public Library
Photo: Keen Independent

4. Utilize Existing Facilities to Support Arts and Culture

4-3. Prioritize art and culture in Ousley Park

Residents view the development of Ousley Park as especially relevant to art and culture development in Celina.

This may include:

- Building an amphitheater;
- Installing public art;
- Celebrating George W. Carver School, Celina's historic Black school, when developing the Ousley Park Trail;
- Featuring functional design elements; and
- Developing programming, such as a live music series, theatre plays and musicals, dance and travelling performances.



4-4. Activate unused space

Arts and culture can activate unused and underutilized spaces as the City conducts feasibility studies and gathers community feedback on permanent uses.

This may include:

- Installing pop-up exhibits in empty storefronts;
- Featuring local student artwork and projects;
- Designating an underused space for arts and culture practice or performance while developing a community center or community theater.



5. Use Industry Standard and Inclusive Language

5-1. Rename the Fine Arts Board

The Fine Arts Board and Public Art Program Ordinance uses the terms “fine art” and “public art” interchangeably but the terms have different meanings. “Public art” is more legible to Celina residents, as well as more inclusive, though it tends to primarily evoke ideas of permanent murals and sculptures in public locations.

“Arts and Culture” would indicate that the City is invested in all forms of visual, musical and performance art, along with craft, design and cultural practices.

Consider renaming the Fine Arts Board to the Arts and Culture Board.





Splash & Blast fireworks show
Photo: City of Celina

SECTION 4: IMPLEMENTATION PLAN

Implementation Plan

To provide Celina with a checklist and timeline for completion, the following matrix provides guidance for implementing each recommendation.

Recommendation	Lead Agency	Potential Partners	Start By	Interim Goal	Stretch Goal
1. Foster Growth and Development of Arts and Culture in the City					
1-1. Support local arts organizations, artists, performers, musicians, makers and creatives	Public Services	Arts and Culture Board	2023	Pass ordinance stating this priority and goal, become Film Friendly City and Music Friendly Texas Community certified	Local artists and organizations have a significant presence in the community, and most events hosted by the City feature local talent
1-2. Help artists and arts organizations find and acquire funding for their work	Public Services	Arts and Culture Board	2024	Develop a centralized resource for finding arts and culture grants for artists and organizations	Local artists and organizations know where to find information regarding grants
1-3. Explore the opportunities that Hotel Occupancy Tax provides fund arts and culture	Strategic Services	City Council and City	2024	Establish and designate portion of Hotel Occupancy Tax to support art and culture	Hotel Occupancy Tax funds a significant portion of arts and culture investments
1-4. Create a community foundation that includes arts and culture fundraising	Strategic Services	Local leaders including City Council and Arts and Culture Board	2024	Form a community foundation with a focus on arts and culture	Community foundation supports a significant portion of arts and cultural projects
1-5. Conduct feasibility studies for building new and repurposing current venues	Strategic Services	Arts and Culture Board	2024	City conducts feasibility studies for various existing facilities and possible venues	City has multiple facilities used for arts and culture
1-6. Hire an Arts Coordinator	Strategic Services	City	2024	Budget for an arts coordinator position	Arts Coordinator is hired and supports Arts and Culture Board and works closely with Downtown Manager
2. Designate Spaces and Places for Art and Culture					
2-1. Enhance Downtown through art and culture	Strategic Services	Arts and Culture Board	2025	Install public art around the Downtown Square	The Downtown area is a gathering place for art and culture at all times, regardless of time of day/week
2-2. Brand the Entertainment District as a place for local artists and creative entrepreneurs	Strategic Services	Arts and Culture Board	2025	Encourage existing businesses to support, feature and develop art and culture	The Entertainment District is seen by the community as a creative hub for art, culture and entrepreneurship
2-3. Incorporate art and culture into development of parks and trails	Public Services	Arts and Culture Board and Parks and Trails	2024	Redesigned Ousley Park features art and culture	Art and culture is a part of all parks and trail systems
2-4. Designate Celina as a destination through art at entryways	Strategic Services	Arts and Culture Board	2024	Install a "welcome" sign program around Celina's boundary	Celina's identity and branding is clear to first-time visitors through public art and signage

Implementation Plan

Recommendation	Lead Agency	Potential Partners	Start By	Interim Goal	Stretch Goal
3. Develop Placemaking Concepts					
3-1. Involve the community when making decisions about public art	Public Services	Arts and Culture Board and City	2023	Regularly solicit feedback from the community and maintain open channels for communication	Public art installations accurately reflect community identity because residents provide input during selection process
3-2. Reimagine agricultural history through public art	Strategic Services	Arts and Culture Board	2024	Install at least one public art piece that is centered around the city's agricultural history	Celina's agricultural history is clear to new residents and first-time visitors through public art initiatives
3-3. Explore marking historical travel and trade routes	Strategic Services	Arts and Culture Board and Parks and Trails	2024	Install signage that recognizes the history of Old Preston Road as a former travel and trade route	Celina has multiple examples of public art that highlight the area's pre-settlement history
3-4. Highlight Celina's history as "Roller Town"	Strategic Services	Arts and Culture Board and City	2024	Install at least one public art piece or sign that is centered around Celina's history as a "Roller Town"	Celina residents and visitors participate in events that celebrate this aspect of the City's history, such as a "Roller Town Run"
3-5. Develop neighborhood-specific art and cultural offerings	Strategic Services	Neighborhood HOAs	2024	Develop a process for each neighborhood to plan and execute an arts and culture project	Each neighborhood features an arts and cultural project reflective of its residents
3-6. Feature art and culture near Bobcat Stadium	Strategic Services	Arts and Culture Board and City	2025	Install at least one public art piece that celebrates Bobcat spirit	Arts and culture are integrated into football games through public art, signage, vendors and performers
3-7. Celebrate Celina's history and growing diversity	Strategic Services	Arts and Culture Board and HOAs	2024	Events developed by City contain more diverse programming	Celina's residents see their diversity reflected in the City's arts and cultural programs and amenities
3-8. Unify Celina's neighborhoods through public art	Strategic Services	Arts and Culture Board and HOAs	2025	Realize a public art program that includes each neighborhood	Celina residents are more familiar with their neighbors through encountering public art in different neighborhoods
4. Utilize Existing Facilities to Support Arts and Culture					
4-1. Incorporate art and culture into plans for the new library	Public Services	City	2024	Plans for the new library feature public art and spaces for arts and cultural programming	The new library is seen as another arts and cultural asset for the community
4-2. Feature art and culture in City facilities	Public Services	City	2024	Walls and open space in City facilities are used to feature works by local artists	Residents are aware of City facilities that feature artwork and visit them regularly
4-3. Prioritize art and culture in Ousley Park development	Strategic Services	Parks and Trails	2023	Include public art and arts and cultural programming in the park's development	Ousley Park is considered an arts and cultural asset
4-4. Activate unused space	Strategic Services	Local artists and organizations	2024	Explore methods of creatively activating an unused space	Area around the Downtown Square has no empty storefronts or abandoned spaces
5. Use Industry Standard and Inclusive Language					
5-1. Rename the Fine Arts Board	Strategic Services	City	2023	Fine Arts Board and other necessary parties weigh in on updating the name of the Board	Fine Arts Board is renamed to Arts and Culture Board

Scenic view of Celina, Texas
Photo: City of Celina

APPENDICES

Summary of Appendices

Keen Independent provides the following supporting appendices to provide a more detailed analysis for the Arts and Culture Master Plan.

Arts and Cultural Assets

Appendix A provides a map of current cultural assets in Celina, as well as a map that shows requested locations for arts and culture by the City's residents.

History

Appendix B provides a detailed literature review of the history of Celina to provide a foundation for placemaking concepts and potential public art programs that highlight the City's rich history.

Review of City Plans

Appendix C is a review of other City of Celina plans with key considerations for initiatives that include or impact arts and culture. This analysis can be used to align recommendations from this plan with other City plans.

Stakeholder and Community Engagement

Appendices D, E and F contain qualitative and quantitative analyses of engagement activities that were conducted throughout the planning process. Appendix D contains an analysis of feedback from an in-person Town Hall in November 2022. Appendix E is an analysis of comments from in-depth interviews with key stakeholders. Appendix F shares the results and analysis of responses to the virtual workshop.

Market Analysis

Appendix G provides an analysis of the demographics of Celina as they compare with national averages, as well as population forecasts out to 2050. This appendix also provides an inventory of arts and cultural assets and businesses.

Benchmarks

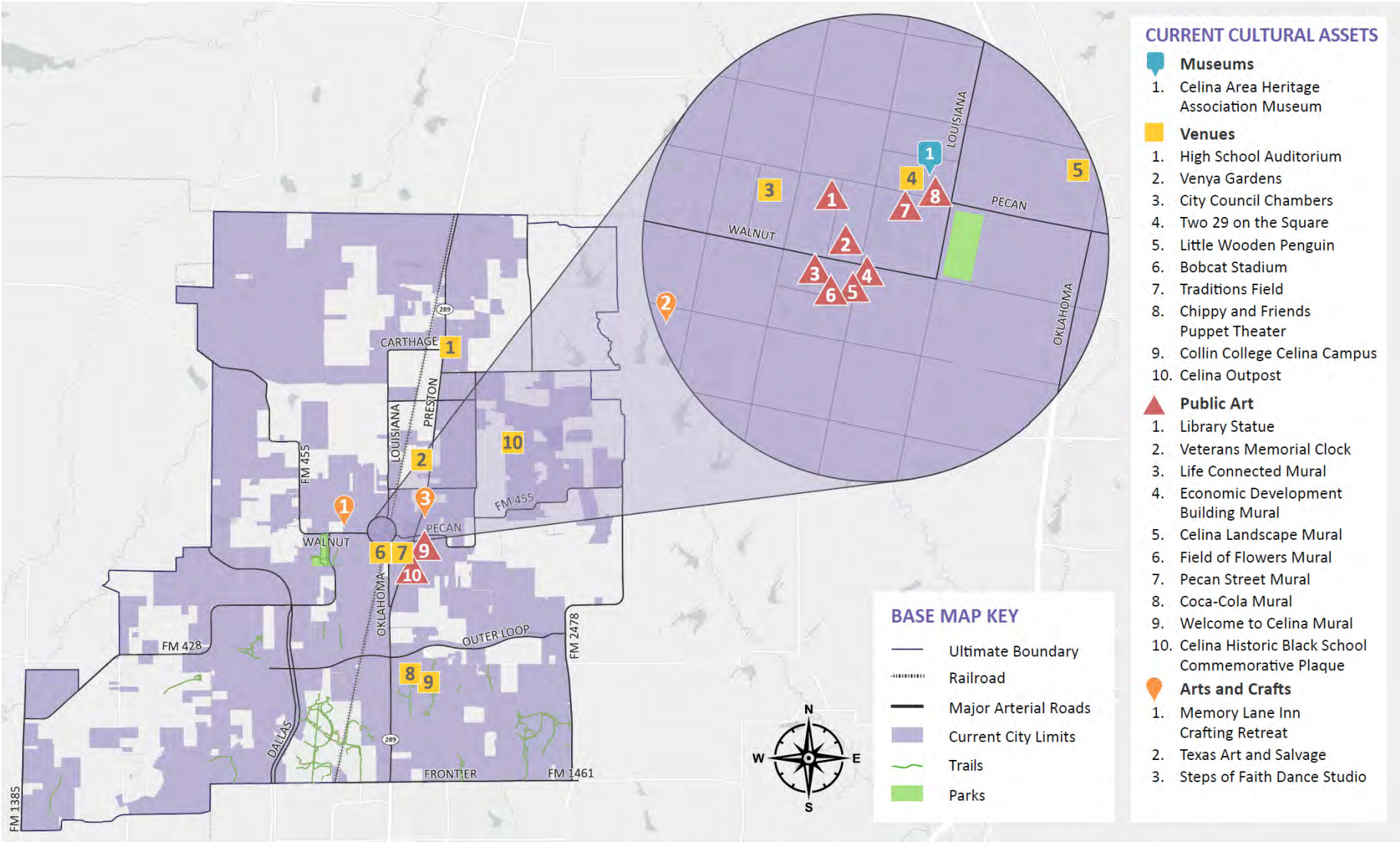
Keen Independent looked to other cities to gather strategies and lessons learned that could be applicable to Celina as it continues to grow its arts and cultural offerings. Appendix H provides arts and cultural profiles of similar cities. Appendix I presents several considerations regarding an Art in Public Places policy based on how other cities have administered similar policies.

Potential Funding Sources

Appendix J provides an overview of current sources of arts and cultural funding for the City and several recommendations for increasing this funding.

Appendix A. Arts and Cultural Assets

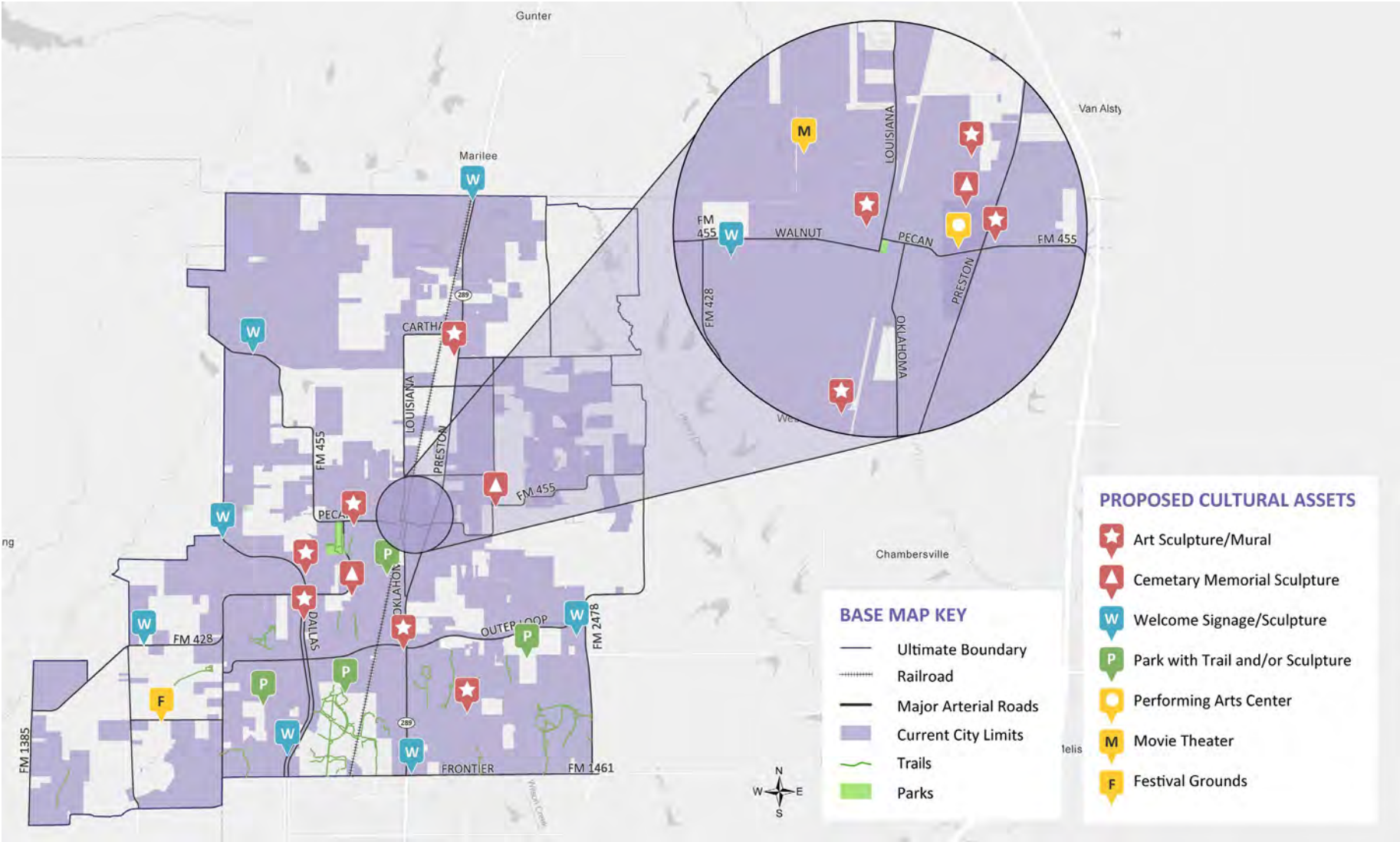
A-1. Map of current cultural assets in Celina, TX



Source: Keen Independent Research.

Appendix A. Arts and Cultural Assets

A-2. Proposed locations for cultural assets identified by Celina residents at an in-person Town Hall in November 2022



Source: Keen Independent Research.

Appendix B. History of Celina

This appendix provides an overview of Celina’s history as it relates to the themes and questions that emerged throughout the planning process, as well as highlights examples of the City’s interest in art and culture.

History of Celina

The land that is today known as Celina has been stewarded by humans for more than 12,000 years.¹ Early keepers of what is now Collin County include the Caddo, Cherokee, Delaware, Kikaapoi (Kickapoo) and the Tonkawa tribes. The different tribes of North Texas coexisted peacefully while farming and hunting.²

Tonkawa. It is likely that the Tonkawa, whose name means “they all stay together,” were the main caretakers of contemporary Celina from the 18th Century until the mid-19th Century.³ Due to their horsemanship, Tonkawa warriors served as U.S. Army Scouts.⁴ In 1859, the Tonkawa and the other Texas Indian tribes were relocated to the Wichita Agency in Western Oklahoma.

The Tonkawa returned to Texas during the Civil War but were once again relocated in 1884, this time to what is now Kay County, Oklahoma.⁵ A portion of that initial reservation has become the Tonkawa Tribal Reserve. As of 2022, Tonkawa tribal enrollment was 718.⁶

Texas longhorns. Old Preston Road originated as a part of a major Native American trail that extended from the site of present-day St. Louis, Missouri, to southwestern Texas.⁷ The trail was a principal route of immigration and trade. Between 1840 and 1870, Texas cattlemen knew the road as part of the Shawnee Trail, one of the main routes by which longhorn cattle were taken afoot to railheads and then sent northbound by train.⁸



Source: Texas State Historical Society

¹ Native Land Digital (2023). Retrieved from <https://native-land.ca/>

² Collin County History (2022). Collin County, Texas History: Indians. Retrieved from <https://www.collincountyhistory.com/indians.html>

³ Newcomb, W. W. Jr., & Campbell, T. N. Tonkawa. Handbook of American Indians. 13:2, *Plains*, ed. DeMallie, R. J. (Washington, D.C.: Smithsonian Institution, 2001).

⁴ May, J. D. (n.d.) Tonkawa. The Encyclopedia of Oklahoma History and Culture. Retrieved from <https://www.okhistory.org/publications/enc/entry.php?entry=TO003>

⁵ Ibid.

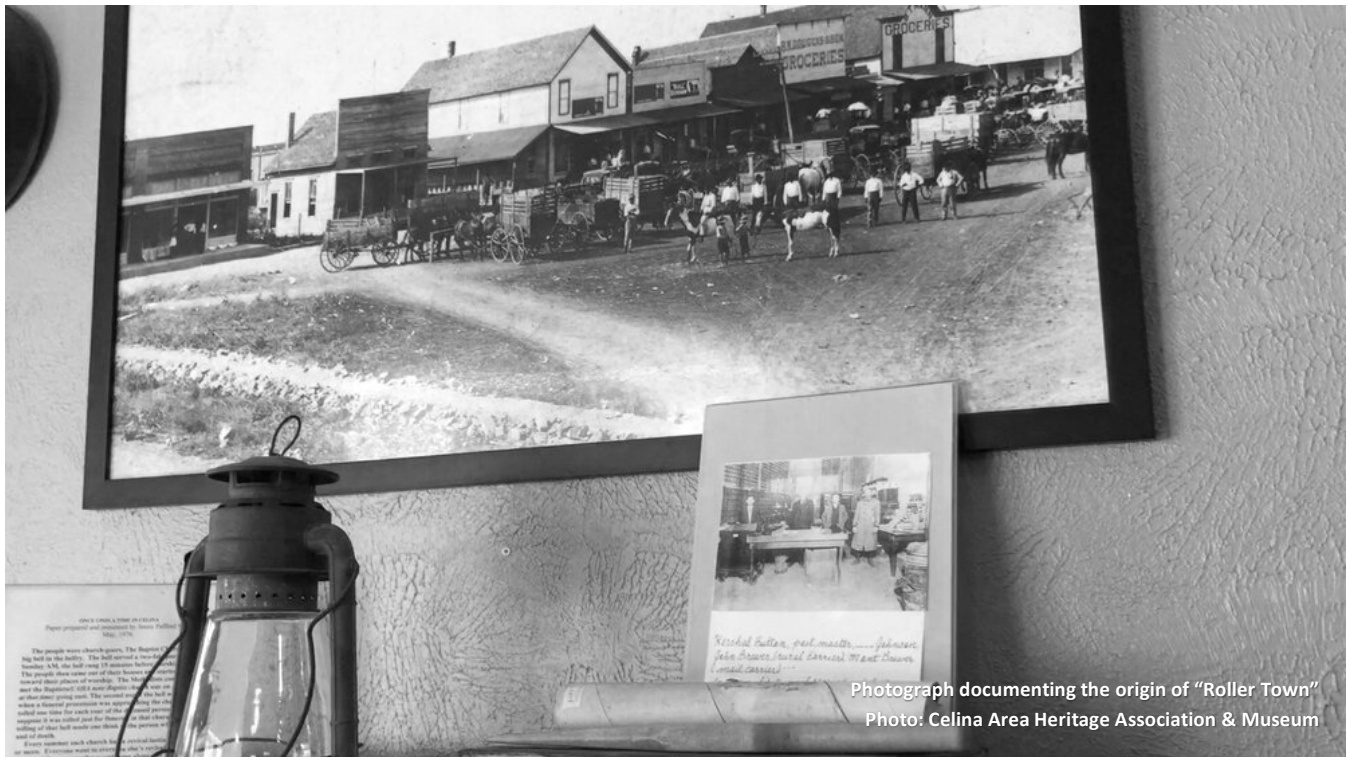
⁶ Tonkawa Tribe. (2022) About. Retrieved from <https://tonkawatribe.com/about/>

⁷ Hannaford, J. (1995). Old Preston Road. Texas State Historical Society. Retrieved from <https://www.tshaonline.org/handbook/entries/old-preston-road>.

⁸ Gard, W. (2016). Shawnee Trail. Texas State Historical Association. Retrieved from <https://www.tshaonline.org/handbook/entries/shawnee-trail>.

Railroad. With the expansion of the railroad, the main cattle trails moved further west.⁹ The expansion of the railroad also brought new inhabitants to Celina. In 1876, a settlement began to form about one mile southwest of present-day Celina.¹⁰ John T. Mulkey, Celina's first postmaster, named the city after Celina, Tennessee, the birthplace of many of the local settlers.¹¹ A few of the earliest buildings in the settlement included a Methodist Church, which also served as a school, as well as a general store, a mill and a drug store.

When the merchants of Celina learned that the St. Louis and San Francisco ("Frisco") Railway would extend its line but miss the settlement, they made plans to bring Celina to the railroad. In February 1902, Celina residents placed their businesses and houses on rollers and used traction engines to cross a wheat field and relocate to the new site adjacent to the newly laid tracks. This event eventually inspired the nickname "Roller Town." Celina was incorporated in 1907 with Will Newsom serving as the city's first mayor.¹²



⁹ Ibid.

¹⁰ Celina Downtown Master Plan. 26. Retrieved from <https://www.celina-tx.gov/DocumentCenter/View/4682/Newest-DRAFT-Downtown-Masterplan-192019>

¹¹ Celina Area Heritage Association and Museum. Celina History. Retrieved from <https://www.celinamuseum.com/history>

¹² Ibid.

Agriculture. In addition to the railroad, wheat played a major role in Celina’s economic development. Historical records show that Celina farmers grew cotton, corn, oats, barley, millet, sugarcane, alfalfa, onions, sweet potatoes, Irish potatoes and a variety of other garden potatoes.¹³ However, the soil was especially adapted to wheat. During the first half of the 20th Century, the Celina Mill & Elevator Company handled more feed than any processing plant in Texas and shipped large quantities across the United States.¹⁴

Downtown Square. J. Fred Smith, President of the Mill, applied his business expertise to civic planning. In 1911, Smith took on the role of designing a three-sided city square of ginger brick buildings and gravelling the streets of downtown. Smith also added a power plant and streetlights, dug a well and oversaw the development of the first “shopping center” in the State. Serving as an ambassador for the City, Smith hosted visits by dignitaries from around the State to see “Celina, the City Beautiful.”¹⁵



Celina Area Heritage Association & Museum
Photo: Keen Independent



Downtown Square
Photo: City of Celina

The Downtown Square continues to be the main gathering site for the City to this day. In 1997, the Texas Historical Commission and the National Trust for Historic Preservation designated Celina as an official Main Street City to acknowledge the City’s efforts to preserve and develop its Downtown Square.¹⁶ The Nelson Hotel, for instance, was built in 1914 by Celina resident Richard Tinsley Peterman and provided shelter to railroad travelers visiting the City between 1922 and 1976.¹⁷ The building’s history is captured in an accompanying plaque even as it houses new businesses today.

¹³ Reminiscences of Celina. (1999, Second Edition) Celina is Located in Fine Territory of Black Land. 7-8.

¹⁴ Celina Downtown Master Plan. 26. Retrieved from <https://www.celina-tx.gov/DocumentCenter/View/4682/Newest-DRAFT-Downtown-Masterplan-192019>

¹⁵ Advisory Council on Historic Preservation. Celina Texas.

¹⁶ Ibid.

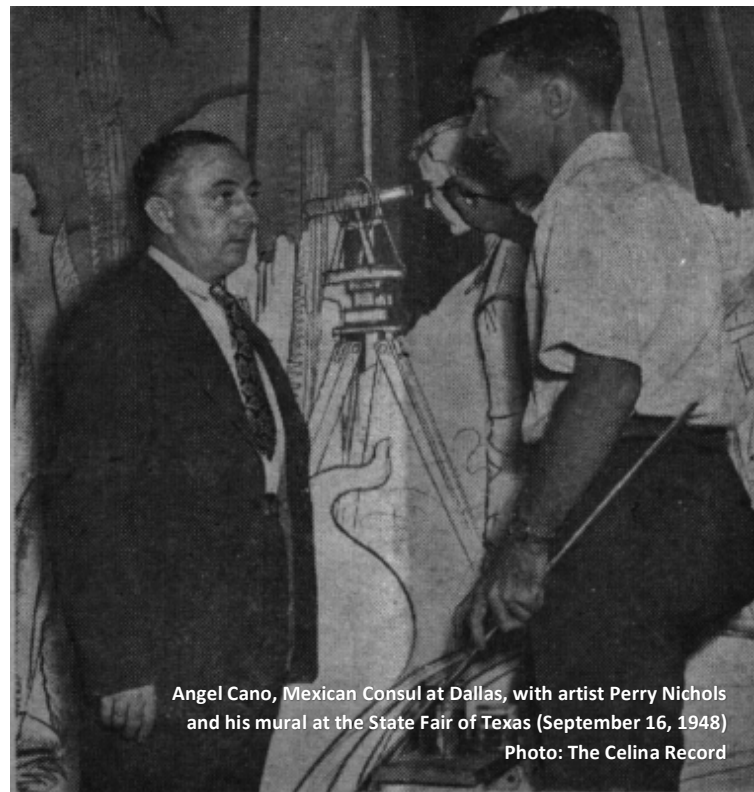
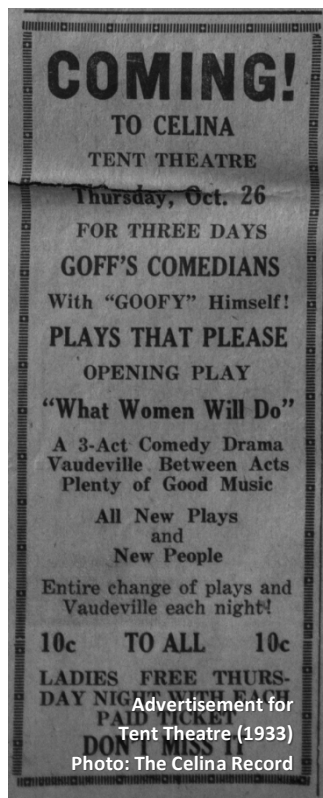
¹⁷ “Nelson Hotel” plaque.

Art and Culture in Celina

Celina's growth is rooted in commerce and agriculture, yet an interest in art and culture is consistent throughout the City's history. Prior to Celina relocating to its new site adjacent to the railroad, residents participated in several bands, including the Celina Clown Band of the 1890s and the Celina IOOF band of the early 1900s.¹⁸ Celina Band winning the 4A State Marching Championship in 2022 can be seen as a continuation of Celina's musical heritage.



Soon after Smith designed the Downtown Square, he opened an opera house in 1917.¹⁹ Several issues of *The Celina Record*, a local newspaper, include showtimes for movies at the Queen's Theatre between the 1910s and the 1930s.²⁰ In 1933, Tent Theatre travelled to Celina to present three nights of comedy, drama and vaudeville live performances.²¹ The front page of *The Celina Record* has also featured art and artists throughout the years, such as artist Perry Nichols and his creation of a large-scale mural that celebrates diplomatic ties between the United States and Mexico in 1948.²²



¹⁸ Reminiscences of Celina. (1999, Second Edition) Summary of the Development of Celina and Community Shows Steady, Continuous Progress. 3.

¹⁹ Celina Chamber. Celina History. Retrieved from <https://celinachamber.org/celina-history/>

²⁰ See, for instance: The Celina Record (1913, May). Retrieved from <https://www.celinamuseum.com/celina-records/category/1913>

²¹ The Celina Record (1933, October 24). Retrieved from <https://www.celinamuseum.com/celina-records/category/1933>

²² The Celina Record (1948, September 16). Retrieved from <https://www.celinamuseum.com/celina-records/category/1946>

Additional Themes from Celina's History

The following themes appear throughout archival materials, such as issues of *The Celina Record*.

Service. Military and civilian service appears as a major theme throughout Celina's historical sources.

Military service. Many Celina residents served in the United States Army and the City has rallied to support and celebrate their efforts. In 1918, the City raised money for the Red Cross and hosted a watermelon feast to send off soldiers joining the front lines of World War I. Additionally, a calvary group drilled in Celina during this period.²³ The City's Downtown Square features a prominent War Memorial Clock as a monument to all Celina area citizens who have served in defense of the United States.

Civilian service. *The Celina Record* includes many examples of residents working together to help one another and volunteering to perform essential services for the city. One such example is the Celina Volunteer Fire Department, which was active from 1912 until the City hired its first full-time firefighter in 2001. Historic photographs show residents helping to put out fires in their civilian clothes. Celina's Fire Department owns three antique fire engines and is interested in opening a museum to honor its history of service.²⁴

Football. Celina High School is a public high school that is part of the Celina Independent School Districts. While students compete in many sports, the school's football team, the Celina Bobcats, holds the record for the longest all-time consecutive winning streak in Texas high school football history.²⁵ *The Celina Record* includes illustrations and posters of the Celina Bobcats, celebrating the City's dedication to football.



Veterans Memorial
Photo: Keen Independent



Bobcats poster (1968)
Photo: The Celina Record

²³ Reminiscences of Celina. (1999, Second Edition) Calvary Group Drilled Here During World War. 14.

²⁴ Celina. (2022) Our History. Retrieved from <https://www.celina-tx.gov/1366/Our-History>

²⁵ Texas High School Football History (2022) Consecutive Wins. Retrieved from https://www.texashighschoolfootballhistory.com/consecutive_wins

APPENDIX C. Literature Review of City Plans

This review includes a summary of current plans for the City of Celina with specific consideration given to initiatives that include or impact arts and culture. Information for each plan is represented as it was written at the time it was adopted. Through this review and assessment, existing and potential arts initiatives have been considered for the Arts and Culture Master Plan recommendations.

Introduction

The City of Celina has developed thorough strategic plans to respond to its population growth. The following plans were assessed by Keen Independent in the development of the Arts and Culture Master Plan, presented in chronological order:

- Downtown Master Plan (January 2019);¹
- Trails and Bikeways Master Plan (April 2019);²
- Parks and Recreation Master Plan (February 2020);³
- Fine Arts Board and Public Art Program Ordinance (March 2020);⁴
- Entertainment District Master Plan (April 2020);⁵
- Neighborhood Vision Book (November 2020);⁶
- 2040 Comprehensive Plan (April 2021); and⁷
- City of Celina Strategic Plans (2018–2020; 2020-2022; 2023-2025).⁸

¹ Downtown Master Plan, <https://www.celina-tx.gov/1240/Downtown-Master-Plan>

² Trails and Bikeways Master Plan, <https://www.celina-tx.gov/DocumentCenter/View/5406/Trails-Master-Plan-Adopted>

³ Parks and Recreation Master Plan, https://www.celina-tx.gov/DocumentCenter/View/6702/Celina_Parks_MasterPlan

⁴ Division 6 Fine Arts Board and Public Art Program, <https://ecode360.com/39800863>

⁵ Entertainment District Master Plan, <https://www.celina-tx.gov/DocumentCenter/View/8919/Final---20200528---Celina-Entertainment-District>

⁶ Neighborhood Vision Book, <https://www.celina-tx.gov/DocumentCenter/View/8023/Neighborhood-Vision-Book>

⁷ 2040 Comprehensive Plan, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

⁸ City of Celina 2022–2024 Strategic Plan, <https://www.celina-tx.gov/1257/Strategic-Plan>

Downtown Master Plan (January 2019)

Public feedback from the 2013 Comprehensive Plan and 2018 Community Survey illuminated the importance for the City of Celina to focus on a Master Plan for Downtown. The Comprehensive Plan included a key policy to "Support the Downtown Core and ensure it is an economic focus of the community." In the Survey, the community voiced significant concerns, ideas and desires for the development of Downtown.

The Downtown Master Plan includes strategies for increasing parking and walkways, expanding areas for outdoor gathering and optimizing commercial zoning to foster the charm of Celina with small businesses and historic preservation. The following implementation strategies include recommendations regarding arts and culture that relate to the Arts and Culture Master Plan:

- **Strategy 4.6:** To add a *"sense of place,"* inclusive of public art, signage and branding that contributes to a Historic/Texas feel.⁹
- **Strategy 4.8:** *"Infuse Downtown with art and cultural storytelling at every turn."* This may include expanding the 2018 mural program, art installations, as well as events, festivals and other programming.¹⁰
- **Strategy 5.25:** *"Diversify the land use mix downtown to not only bring in residential, restaurants and retail, but also entertainment, health, fitness, art and culture."*¹¹
- **Strategy 5.26:** *"Explore partnerships to develop a business incubator space to encourage artistic, cultural, and culinary entrepreneurs to start, stay, and grow in Downtown."*¹²
- **Strategy 5.39:** *"Explore partnerships to grow and assist the Friday Night Market including "Sip & Stroll" and art walk-type events."*¹³

Public art, murals and art installations can be considered throughout these strategies to offer aesthetic enhancements to existing improvement and development projects. In addition, events, festivals and cultural events can help achieve these goals. Noted examples for public art opportunities include service areas with screening walls, public restrooms, benches, shaded areas, the Downtown Square, Pecan Street Pedestrian Way and the repurposing of the historic Bobcat Stadium into a regional park.

In addition, the City of Celina offers financial incentives to commercial and residential properties making aesthetic improvements in the downtown area through several downtown enhancement programs. For example, the Downtown Improvement Program provides grants to private individuals and business owners installing public art and other improvements in Downtown.¹⁴ The City also offers a grant to Downtown businesses hosting live music.¹⁵

⁹ City of Celina Downtown Master Plan, 2019, page 94, strategy 4.6, <https://www.celina-tx.gov/1240/Downtown-Master-Plan>

¹⁰ City of Celina Downtown Master Plan, 2019, page 96, strategy 4.8, <https://www.celina-tx.gov/1240/Downtown-Master-Plan>

¹¹ City of Celina Downtown Master Plan, 2019, page 109, strategy 5.25, <https://www.celina-tx.gov/1240/Downtown-Master-Plan>

¹² City of Celina Downtown Master Plan, 2019, page 109, strategy 5.26, <https://www.celina-tx.gov/1240/Downtown-Master-Plan>

¹³ City of Celina Downtown Master Plan, 2019, page 112, strategy 5.39, <https://www.celina-tx.gov/1240/Downtown-Master-Plan>

¹⁴ <https://www.celina-tx.gov/DocumentCenter/View/7106/Downtown-Programs-Trifold-2020>

¹⁵ <https://www.celina-tx.gov/1468/Grants>

Trails and Bikeways Master Plan (March 2019)

The 2019 Trails and Bikeways Master Plan is intended to guide the development of trails, bikeways and amenities in Celina. The Plan was developed with the goal of connecting pedestrians and cyclists to all areas of the city and neighboring communities. Local designers, artists and fabricators can create signage, gateways, bike racks and shade structures. Art installations and murals can add to the aesthetic experience and enjoyment of the trails.¹⁶

Parks and Recreation Master Plan (February 2020)

The City of Celina developed a Parks and Recreation Master Plan to expand upon relevant goals and initiatives defined by recent documents, such as the 2019 Trails and Bikeways Master Plan, the 2019 Downtown Master Plan and Celina 2030. This Master Plan focuses on improving existing parks and recreation facilities while preparing for the development of newly acquired parcels of land for future parks.

Goal 6 of this Master Plan is most connected to arts and culture development, written as, “Encourage community gathering, events and socialization.” One of the objectives of this goal includes, “Establish and promote regular community events and festivals throughout the year at parks and other appropriate city facilities.” It also notes, “Ensure that parks are safe, well-maintained and aesthetically pleasing to experience.”¹⁷

Other opportunities. There are ample opportunities to integrate arts and culture within the development of new parks and the improvement of existing parks and facilities. This can include signage, functional art, murals, entrance facades, shade structures and art installations. Within the Special Programming Considerations section, it notes gateways, monuments and district thresholds, which can be designed and fabricated by artists while meeting the brand standards set for the City.

Potential sites. The Plan shows seven potential sites for gateway monuments and 13 sites for district thresholds. These locations are shown in Figure C-1 on the following page.¹⁸

¹⁶ Trails and Bikeways Master Plan, <https://www.celina-tx.gov/DocumentCenter/View/5406/Trails-Master-Plan-Adopted>

¹⁷ Parks and Recreation Master Plan, page 6, https://www.celina-tx.gov/DocumentCenter/View/6702/Celina_Parks_MasterPlan

¹⁸ Parks and Recreation Master Plan, https://www.celina-tx.gov/DocumentCenter/View/6702/Celina_Parks_MasterPlan

C-1. Proposed Gateways and District Thresholds in Celina.



Source: Celina Parks and Recreation Master Plan, Norris Design.

Fine Arts Board and Public Art Program Ordinance (March 2020)

The Fine Arts Board was established to advise and make recommendations regarding public art to City Council. This ordinance states that the Fine Arts Board is intended to promote and encourage public and private art programs while articulating the vision, values and history of the community. Intended outcomes include enhancing the aesthetics of civic infrastructure, commissioning artwork, offering hands-on art experiences, and promoting tourism and economic vitality through public spaces.

As part of this ordinance, public art project funding includes the following methods:

- **Percent for art.** An annual designation of 1.5% of Capital Improvement Project (CIP) funds will be dedicated to the funding of public art and associated services;
- **Grants or donations.** City receives grants or donations to commission public art; and
- **Other sources.** Fundings from other sources are used in accordance with restrictions specified for the use of funds.¹⁹

Note that Keen Independent has recommended Celina rename the Fine Arts Board to the Arts and Culture Board. For further discussion of this ordinance, see Appendix I.

Entertainment District Master Plan (April 2020)

The 2020 Entertainment District Master Plan builds on information from the 2019 Downtown Master Plan and the 2019 Trails and Bikeways Master Plans to propose an entertainment corridor along several blocks to the west of the Downtown square, all of which would be connected by the Spine Trail system.

The plan is intended to engage residents and visitors who seek “entertainment, respite and connected spaces,” specifically targeting young professionals, downtown residents, families, active adults and retirees. This plan includes parking and walkways to Downtown as well as additional outdoor gathering, event and performance spaces. The plan shares multiple concept diagrams, maps and site photos for the proposed district.²⁰



¹⁹ Division 6 Fine Arts Board and Public Art Program, <https://ecode360.com/39800863>

²⁰ Entertainment District Master Plan, <https://www.celina-tx.gov/DocumentCenter/View/8919/Final---20200528---Celina-Entertainment-District>

Neighborhood Vision Book (November 2020)

The 2020 Neighborhood Vision Book is intended to provide development design guidelines for a consistent standard of quality throughout the City. The Vision Book highlights the importance of social spaces, greenways and maintaining the unique sense of Celina.

While there is little mention of the arts in this plan, there are several items listed within the Vision Book which can become opportunities for the integration of art and aesthetic design. Within the Neighborhood design section, it suggests adding a decorative vertical element, such as art or signage, to the center of roundabout intersections. Designated open spaces throughout Celina communities could become locations for cultural events and art installations. Public art can be considered part of the visual aesthetic that ties together the City's design and brand guidelines.²¹

2040 Comprehensive Plan (April 2021)

In 2021, the Celina City Council adopted the Celina 2040 Comprehensive Plan, which is an update from the City's previous plan developed in 2013. This Plan was developed as a 20-year strategy that considers the City's rapid population growth. The 2040 Comprehensive Plan was written with a Triple Bottom Line focus on the interconnectedness of (1) Equity, (2) Economics and (3) Environment.

The process included a thorough community engagement process with advisory committees, workshops, public meetings, stakeholder interviews, and focus groups. During community outreach efforts, a priority expressed by residents was to maintain the rural country feel of Celina while planning for the City's growth. Community feedback also often mentioned maintaining the faith-based and family-centered characteristics of Celina.

The Comprehensive Plan developed a vision for the City of Celina in 2040, which is quoted below.

"CELINA 2040 VISION:

By the year 2040, Celina will be an adaptable, world-class city with a unique identity, boldly standing out in a competitive marketplace by offering walkable special places, amenities, and high-quality schools unlike anywhere else.

Natural areas, green connections, and sustainable development will combine with our friendly and close-knit community members and small businesses, to protect and preserve our rural character and small-town feel.

Our faith-based community, hospitality, traditions and heritage will leave lifelong impressions on everyone who visits or lives in the city. They will be showcased in a spirited and soulful combination of destinations and one-of-a-kind events, which reflect family, agriculture, Texas, entertainment, sports, and outdoor living.

²¹ City of Celina Neighborhood Vision Book, <https://www.celina-tx.gov/DocumentCenter/View/8023/Neighborhood-Vision-Book>

We will have a place for everyone to live and to “age in place” by offering a diverse array of housing choices amidst high-quality aesthetics, excellent functionality, and planned and managed growth.

Celina will be a hub for local employment, technology and innovation, travel choices, arts and culture, and parks and recreation facilities and programming.

Fostering our sense of community and determination to serve others will ensure that we never lose sight of our roots and what makes us special.”²²

In order to achieve the 2040 vision, the City of Celina has outlined specific goals and objectives. Proposed improvements can include creative design, signage and functional art such as benches and shade structures. Based on the Triple Bottom Line with associated strategies and actions, arts and culture can be considered within the following initiatives, summarized below.

- **Action 2.2.5:** Create a website to promote Downtown Celina retail, eateries, events and destinations, focusing on fun and/or meaningful experiences;²³
- **Action 2.3.5:** Initiate exploratory discussions for a world class event center;²⁴
- **Action 2.5.6:** Create a plan to fund and install gateways and monuments that showcase Celina’s Vision Statement as described in Celina 2040;²⁵
- **Strategy 2.7:** Consider public art opportunities with transportation plans and improvements;²⁶
- **Strategy 3.3:** Design and construct at least two trailheads by January 2026;²⁷
- **Strategy 4.1:** Implement a City Branding Design Guide to govern decisions in signage, public art and other physical design improvements;²⁸
- **Action 6.1.5:** Develop minimum design standards for park development to include features such as benches, shade, trash receptacles and signage;²⁹
- **Strategy 6.2:** Consider proposed actions related to events and festivals to support Celina becoming an arts and culture destination in the region;³⁰ and
- **Strategy 6.3:** Assess how the arts can be integrated with actions related to cultural facilities and community programming, which includes a proposed feasibility study for a new recreation center.³¹

²² Celina 2040 Comprehensive Plan, page 44, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

²³ Celina 2040 Comprehensive Plan, page 93, action 2.2.5, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

²⁴ Ibid., page 93, action 2.3.5, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

²⁵ Ibid., page 94, action 2.5.6, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

²⁶ Ibid., page 95, strategy 2.7, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

²⁷ Ibid., page 109, strategy 3.3, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

²⁸ Ibid., page 128, strategy 4.1, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

²⁹ Ibid., page 269, action 6.1.5, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

³⁰ Ibid., page 181, strategy 6.2, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

³¹ Ibid., page 181, strategy 6.3, <https://www.celina-tx.gov/1293/Comprehensive-Plan>

City Strategic Plans

The City of Celina creates reoccurring two-year strategic plans. The 2018-2020, 2020-2022 and 2023-2025 Strategic Plans included the following goals related to arts and culture:

- Increase the number of special events;
- Generate sustained interest in community events;
- Develop agritourism;
- Enhance Friday Night Market;
- Enhance the Heritage Festival;
- Improve bike lanes and trails; and
- Foster small businesses.³²

In consideration of these goals, Celina can assess arts and culture initiatives to enhance the aesthetics of any improvement project, while festivals and events can bring the community together and attract visitors.

³² Ibid.

Key Opportunities for Arts and Culture

Through this review of recent Master Plans for the City of Celina, Keen Independent identified key opportunities for existing and potential initiatives that relate to the Arts and Culture Master Plan. The following list provides a summary of these opportunities. Thoughtful integration of arts and culture initiatives can help support existing plans to present cohesive meaningful cultural experiences.

- **Tell the story of Celina through aesthetic experiences.** Provide residents and visitors with a sense of place. This can include signage, maps, public art installations and murals, as well as community events and festivals.
- **Develop and implement the City Brand Design Guidelines.** Ensure consistent branding and to guide decisions related to public art and mural commissions.
- **Utilize the Percent for Art funding mechanism.** Commission artists to support the ample opportunities to integrate murals, art installations and functional art with existing plans.
- **Align with the Fine Arts Board.** Determine the priorities and guidelines for commissioned art in projects for improvement and new developments.
- **Integrate public art with other initiatives.** This can include sports, parks, trails and recreation areas. Consider where functional art (such as benches or shade structures), murals, sculptures and signage can enhance existing plans.
- **Conduct a feasibility study for a world class event center.** This was recommended in the Celina 2040 Comprehensive Plan.
- **Commission gateway monuments and district thresholds.** This can be an opportunity to work with local/regional artists and fabricators. Consider adding sculptures to the center of roundabouts.
- **Expand the mural program and extend opportunities for art commissions.** This can include a grant program for murals and commissions for sculptural projects and public art.
- **Integrate public art and cultural programming with the development of the new Bobcat Stadium.** In addition to hosting sports, the stadium can also host concerts, festivals and public events.

APPENDIX D. Town Hall Analysis

Keen Independent engaged members of Celina's community on November 16, 2022 in a Town Hall that was hosted at City Council Chambers. The event was advertised by the City's Communications team and local news. In addition to presenting an overview of the project and answering questions, the study team invited participants to offer anonymous feedback on how to develop arts and culture in Celina through several activity stations. These four stations had the following themes:

- Celebrating Celina's history;
- Big ideas;
- Mapping the future of arts and culture in Celina; and
- Kids' corner.



Town Hall activity station
Photo: Keen Independent

Participants could engage with each activity station in any order and at their own pace. Responses are grouped according to each station and listed below.

Celebrating Celina's History

This first station was designed to gather feedback on themes that Keen Independent identified during their preliminary research into Celina's history. The station was set up to include a table with four envelopes with the following labels:

- Football;
- Agriculture;
- Military service; and
- Other: Which part of Celina's history would you like to see highlighted?

Participants were invited to write down their ideas on index cards and place them into the corresponding envelope. Results of this exercise are quoted below.

Military service. The following are comments on the importance of military service to Celina's long-term residents, accompanied by suggestions for how art can promote Celina's military history.

- "Generations are planted here. Grow here. Serve here and abroad. Patriotism is deep & proud!"
- "Digital display at veteran's memorial that is a rolling slideshow of those who served from Celina."
- "Memorial wall for war veterans of all U.S. wars."
- "Keep veteran's memorial downtown."

Agriculture. The following comments relate to the importance of agriculture and agricultural history. Some participants also offered suggestions for how art can promote said agricultural history.

- “A family way of life. Meals in the field at harvest. Celebrating hard work.”
- “Keep silos that have served over the years—repurpose!”
- “Maybe having an educational learning experience about the beautiful livestock in Celina.”
- “Many Celina boys hauling hay every summer—for Dad or even a coach or friend.”
- “Community garden—grow operation.”
- “Maize, wheat, corn, cotton. Every long-time family has people who were involved in some way.”
- “Statues of some of the major livestock native to Celina.”

Football. The following comments address the importance of football in Celina:

- “WE BLEED ORANGE. It is our local version of patriotism.”
- “Education maybe instead of football?”
- “Go Bobcats! Event Center.”
- “Support our kids. Show them how to dream like champions!”
- “School pep rallies are CENTRAL to the culture of the K-12.”
- “Our team – everybody is part of it.”

Other. Which part of Celina’s history would you like to see highlighted? Participants self-generated the following themes and responses:

- “A map showing the land in Celina before it was developed to know where your house was built.”
- “Themes before Celina was a town: Native Americans, first settlements and educational entities.”
- “Cultural celebrations of Celina’s growing diversity.”
- “Rail, Silos, the land—green space, fields, etc.”
- “Arts park with different percussion instruments for people to play.”
- “Various church history—religion is big in Celina.”
- “Other besides football. Education?”
- “EVERY child can sing the school song.”

Big Ideas

Keen Independent designed the second activity station to invite participants to provide suggestions for developing arts and culture in Celina in response to the following prompt:

- *What arts and cultural amenities would you like to see in Celina?*

Participants wrote down their responses on sticky notes and placed them onto the wall of City Council Chambers. Other participants could then add an additional “vote” for the idea by placing a sticker on a suggestion. Results of this exercise are summarized below beginning with the most popular responses and continuing in descending order.



Town Hall “Big Ideas” station
Photo: Keen Independent

Five endorsements. The following responses had four “upvote” stickers, suggesting that five individuals endorsed them:

- Performing arts center; and
- Shakespeare in the Park

Four endorsements. These responses had three “upvote” stickers, suggesting that four individuals endorsed them:

- Theme: historical figures of Texas + Celina;
- Opera house/ Multipurpose – theatre, ballet; and
- Painted Silos Tower (grain) of Agriculture or themes of Celina.

Three endorsements. These responses had two “upvote” stickers, suggesting that three individuals endorsed them:

- Children’s theater;
- Symphony on the square;
- Art piece overpasses on the D.N. Tollway;
- Dance hall/stage (include veterans/military);
- Movie theater; and
- Fair grounds with art display.

Two endorsements. These responses had one “upvote” sticker, suggesting that two individuals endorsed them:

- Splash parks – multiple!;
- Water tower art;
- Water park or community public pool;
- Singer/songwriter competition/festival;
- Texas + American flags – neighborhood vision book;
- Outdoor [and] indoor music;
- Splash pad w/ artistic + musical aspects;
- Something comparable to Myers Park + Event Center; and
- Band Shell.

One endorsement. These suggestions did not receive an “upvote” sticker.

- Marketing banners on light posts of neighborhoods;
- Artist benches of varied themes;
- Drum circle space;
- Community-involved visual pieces (everybody can add a touch);
- Recreation facilities;
- Walking trails w/ historic artwork walk through time;



- Street dances;
- Mariachi space;
- Community theater/performing arts;
- Black box community theater;
- Sculptures as our gateways;
- Murals on non-historical themes too;
- Live art (real time creation);
- Areas to exhibit works;
- Sculptures welcoming people at our gateways;
- Covered playgrounds – lots!;
- National Shop Local Artist month in December;
- Sound garden;
- Planetarium, inside & outside;
- Water! Water! Water!;
- Sculpture at major thoroughfare;
- Climbing gardens for kids;
- Sculpture walk;
- Central alumni memorial/recognition;
- Small amphitheater for scheduled and impromptu gathering/ Music in public;
- A roller or tractor wheel that marks significant areas & historic info; and
- Walking Trails.

This station generated 103 endorsements, meaning that each sticky noted counted as one endorsement and each “upvote” sticker counted as an additional endorsement. Keen Independent analyzed the responses and noted that a majority (32) of the “Big Ideas” related to visual art, with interactive art and cultural features being a close second at 29 endorsements. Participants endorsed ideas related to the performing arts 23 times. Submissions related to placemaking were endorsed 20 times and, in each instance, included some aspect of visual art, such as “sculptures as our gateways.” The study team also noted that participants endorsed ideas related to music 16 times and offerings with water elements, such as splash pads, received seven endorsements. These categories of endorsements are included in Figure D-1. The total adds up to 127 because several endorsements fell into two or more categories.

D-1. Table showing categories of endorsement and number of endorsements for the “Big Ideas” activity station.

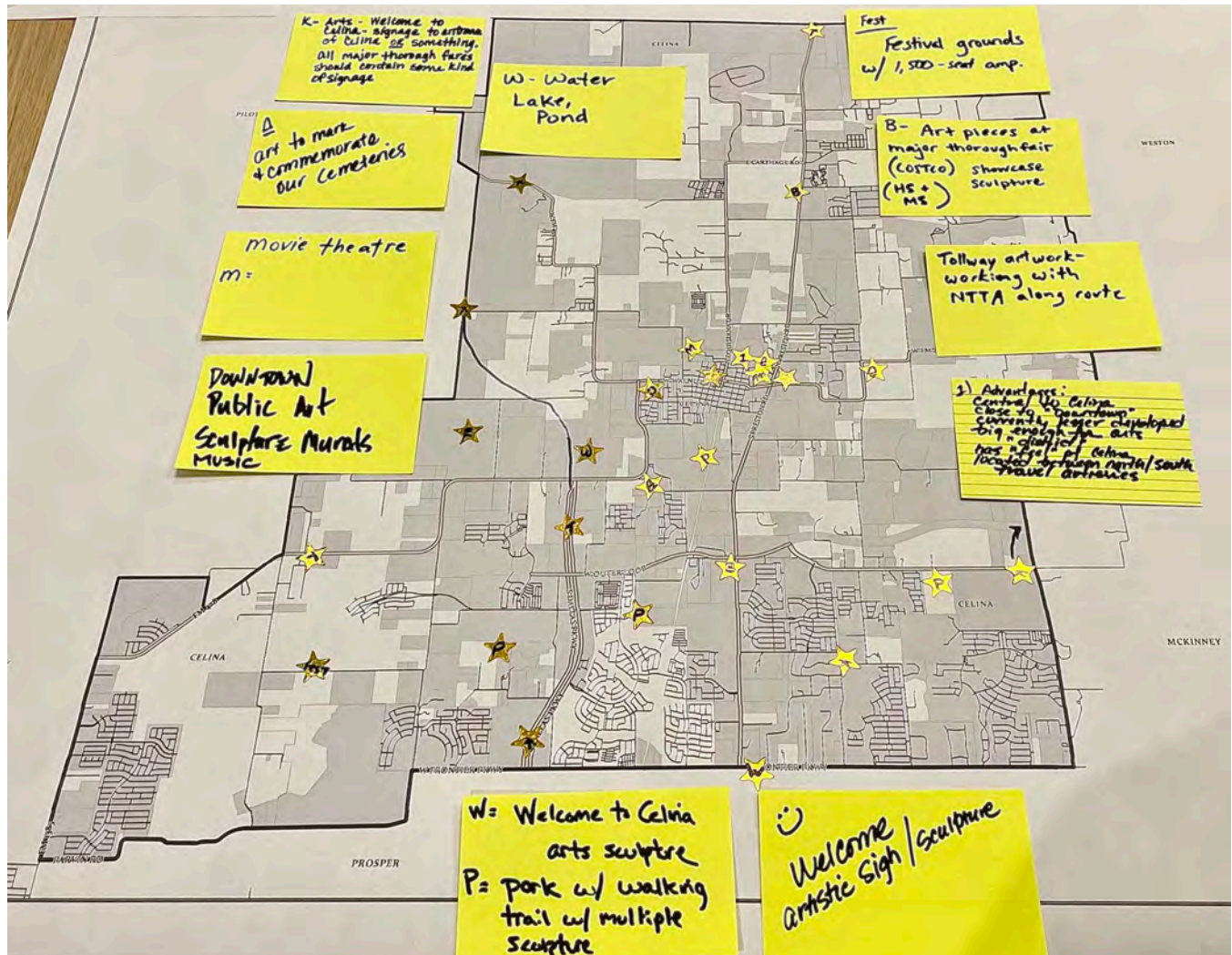
	Number of endorsements
Category of endorsement	
Visual art	32
Interactive art and cultural features	29
Performing arts	23
Placemaking	20
Music	16
Offerings with water elements	7

Source: Keen Independent Research.

Map Key Responses

At station three, Keen Independent placed a large printout map of Celina that was provided by the City. Participants were invited to place star-shaped stickers on the map to indicate a distinct location where they believed there should be more arts and cultural offerings. This activity station inspired participants to gather, discuss the map and to develop a key for their contributions. Figure D-2 shows the placement of these stickers and the participant-developed key. For a digitized version of this map, see Appendix A.

D-2. Mapping activity table at the Arts Master Plan Town Hall



Source: Keen Independent Research.

Respondents then put forward suggestions for arts projects that they believed should take place in a specific location. Responses acquired during this activity are displayed below. Each primary bullet represents a singular sticky note, while secondary bullets indicate lists or subsections of a singular sticky note.

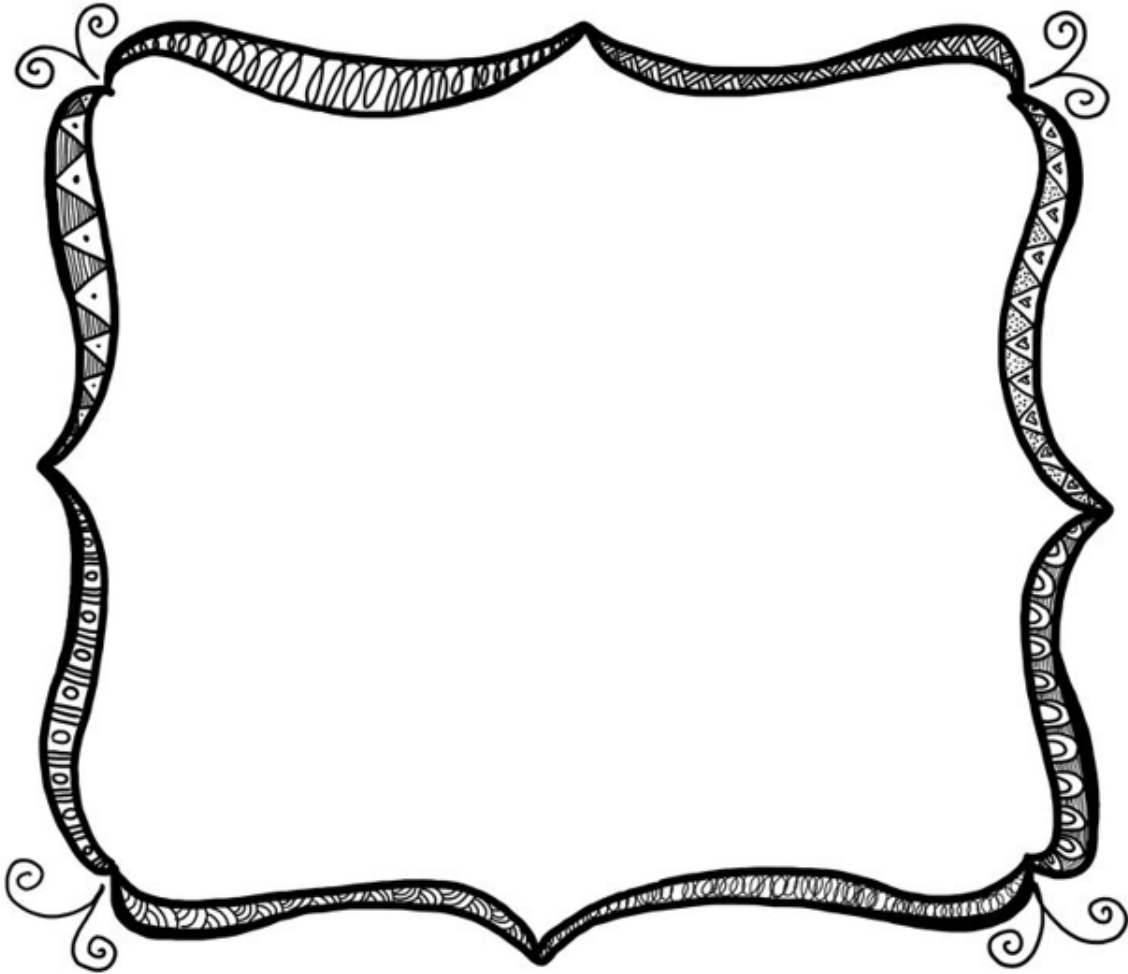
- A: Art to mark + commemorate our cemeteries;
- B: Art pieces at major thoroughfare;
 - (Costco) showcase
 - (HS + MS) sculpture
- Tollway artwork – working with NTTA along route;
- 1) Advantages;
 - Central to Celina
 - Close to “Downtown”
 - Currently lesser developed
 - Big enough for arts “district”
 - Has “feel” of Celina
 - Located between North/South
 - Travel articles
- K – Arts – Welcome to Celina – signage to entrance of Celina or something. All major thoroughfares should contain some kind of signage;
- M = movie theater;
- W = Welcome to Celina arts sculpture;
- P = Park w/ walking trail w/ multiple sculptures;
- Fest – festival grounds w/ 1,500-seat amphitheater;
- Downtown Public Art;
 - Sculpture
 - Murals
 - Music
- Welcome artistic sign/sculpture; and
- W – Water/ Lake, Pond.

Kids' Corner

The final station featured a kid-friendly drawing activity with crayons, colored pencils and markers and was designed to accommodate children and their caretakers at the event. No children attended the Town Hall and adult participants did not leave behind any drawings. Figure-3 shows the activity prompt for the station.

D-3. Kids' corner activity prompt.

My favorite thing to do in Celina is:



I am _____ years old.

Source: Keen Independent Research.

Appendix E. Stakeholder In-depth Interviews

This appendix presents qualitative information that Keen Independent collected and analyzed as part of its facilitation of in-depth interviews with 15 community stakeholders including members of City Council, the City Manager’s Office, Fine Arts Board and Celina Area Heritage Museum Board, as well as local artists, performers and art educators.

In-depth interviews covered many topics including the current opportunities for practitioners of arts and culture, perceived challenges to developing arts and culture in Celina, markers of success for the development of arts and culture in the City, suggestions for art and cultural offerings and suggestions for arts and culture subjects from the City’s history.

Some comments are directly quoted, and others are summarized and condensed. Comments have been intentionally anonymized to maintain confidentiality and are organized by subject matter as detailed below.

- Current state of art and culture in Celina;
- Challenges to developing art and culture;
- Ideas for arts and cultural amenities;
- Ideas for arts and cultural programming;
- Locations for art and culture in Celina;
- Aspects of Celina’s history to highlight through art and culture;
- Measures of success;
- What to emulate from other cities;
- What to avoid from other cities; and
- Other input.

Current State of Art and Culture in Celina

Stakeholders mostly discussed murals and festivals when prompted to share their impressions of Celina’s current arts and cultural offerings.

Murals. Several stakeholders cited the murals as an example of public art:

- One stakeholder stated that Celina has a “few murals—not robust.”
- “Need more murals!”
- “I love the murals that we’ve done. They’ve enhanced the City more than we’ve realized they would.”

Festivals and events. Many stakeholders showed enthusiasm for the City’s festivals and events:

- “Festivals are great!”
- “The Troubadour Festival has put Celina on the map.”
- One resident and business owner shared that visiting Celina during the holiday season and seeing Christmas on the Square convinced their family to move to city.
- Another stakeholder stated that Celina students make art and design elements at many of the City’s festivals and events, including Cinco de Mayo and Scare on the Square.

Other input. Stakeholders cited additional examples of art and culture in the City:

- “[Celina is] like the Gold Rush. Don’t forget and maintain the cool stuff.”
- One individual indicated that the Downtown Square gazebo “is beautiful.”
- Another stakeholder suggested that the Veteran’s memorial should always stay on the Square and to never move it.
- A community member stated that the Celina Area Heritage Museum is a “great resource.”
- “Celina High School Band is great!”

Challenges to Developing Art and Culture in Celina

Stakeholders discussed several challenges to developing arts and culture in Celina, including limited support from the City, a lack of necessary facilities and opportunities for creatives to work in the City, as well as prohibitive real estate prices.

Limited City resources. Stakeholders shared that they find City support for arts and culture to be limited:

- “No civic support for the arts.”
- “Hard to acquire funding for cultural festivals.”
- “Need a grant from the City for arts development.”
- “The City doesn’t seem interested in the creativity of its residents.”
- One stakeholder indicated that City festivals and events have gotten too popular for the existing infrastructure.

Residents must go elsewhere for art and culture. Practitioners and patrons of art and culture discussed needing to leave Celina to practice, perform, sell, purchase and enjoy art:

- “Celina actors have to go elsewhere to do community theatre—they have to go to McKinney.”
- “Tough to find work for local musicians [in Celina].”
- “[Celina has] limited venues to perform for local musicians, as well as space to make and display art.”
- Another resident expressed a need to go elsewhere for arts and music festivals.
- A stakeholder stated that Celina schools have limited capacity to host performances and art exhibits. Students currently experience events, including graduations, in neighboring cities.
- “There is a lot of talent among High School students in Celina but they do not have anywhere to go, showcase and develop those talents.”

Real estate price and ownership. Several stakeholders cited the high price and limited availability of real estate as a challenge:

- “Rent is prohibitive to artists and creatives.”
- “Price to live and have a studio is prohibitive to artists.”
- “Prime locations are going to realty offices.”
- One stakeholder discussed that much of downtown real estate is owned by a few owners, who “have specific perceptions of what makes a successful business venture.”

Mindset and cultural friction. A few stakeholders anticipated mindset and cultural frictions as challenges to developing art and culture:

- Three stakeholders observed tension in Celina between those who have lived in the City for a long time and those who have only recently called it home. One stakeholder invited the City to consider, “how do I build community for those who are rooted in Celina and those who are more [on the move]?”
- Multiple stakeholders were concerned that the Arts and Culture Master Plan would be limited in scope to public art. One stakeholder stated, “People automatically think murals, statues and parks, but we need art classes, performing arts and art competitions.”
- “The City needs to find a balance between preserving the history of Celina and creating its future.”
- “The City gets in its own way by thinking or playing small.”

The need for balance. Many stakeholders anticipated that a challenge to developing arts and culture in Celina will be one of striking the right balance between two things that they perceived as different and potentially at odds with one another, such as Celina’s history and its current diversity:

- Multiple stakeholders anticipated that the City would have to “strike a balance” between art that reflects a small-town feel and Celina’s growing diversity.
- One stakeholder suggested that the City plans four murals at a time with two focusing on Celina’s history and two reflecting its growing diversity to strike a balance with both.
- One resident talked about finding “the balance between [iconic/expected] and exciting art.”

Other challenges. Stakeholders shared the following additional challenges:

- One stakeholder indicated that needing business insurance is prohibitive for artists and makers.
- Another stakeholder stated that art classes are electives in schools, but interest surpasses available teacher capacity.
- “The weather is a challenge for outdoor performances and events. The summer is too hot and the weather can be too unpredictable during the rest of the year.”
- “Celina is 80 square miles. It is a challenge to connect all of Celina.”

Ideas for Arts and Cultural Amenities

When prompted to share ideas for the arts and cultural facilities they wish to see in Celina, stakeholders discussed using public art for placemaking, an amphitheater in Ousley Park and the need for a community center.

Placemaking. Several stakeholders discussed placemaking when prompted to share the art and culture they wish to see in Celina:

- “Placemaking when you enter Celina. We’ve been told that some of the main gates to the City would have monuments.”
- Due to Celina’s origin as a wheatfield, one stakeholder suggested repurposing old wheat thrashers as public art and installing them throughout Celina with decorative and design elements that reflect the communities of that location or the City’s history.
- Another stakeholder suggested that the City add “then and now” historic maps and archival images in each Celina neighborhood for residents to learn about City history.
- One individual recommended that the City add public sculptures on the Square.
- Another individual requested more murals.
- A stakeholder suggested having gazebos in parks for performances.

Amphitheater in Ousley Park. Multiple stakeholders expressed an interest in redesigning Ousley Park to highlight art and culture:

- “Build a stage at the old Bobcat Stadium.”
- “The City missed the mark on installing an amphitheater in Ousley Park.”
- One stakeholder shared that it is possible to hear events taking place in Ousley Park downtown. They indicated that it is “charming” and insinuated that it would draw more people to become curious about any arts and cultural activity in the park.

Community center. Most stakeholders brought up the need for a community center and imagined that the facility would have the following features:

- Pottery studio;
- Event rental space;
- Classrooms for art classes for different age groups; and
- Kitchen for events and cultural cooking classes.

Other ideas for arts and cultural amenities. Stakeholders offered the following additional ideas:

- “Turn City Chambers back into a theatre, music and performing arts venue.”
- “Maker space/incubator for Texas craftsmanship that feeds into gallery.”
- “Renovate historic homes into art galleries.”
- “Display art in the new library.”
- “Multiuse fields, including for cricket.”

Ideas for Arts and Cultural Programming

Stakeholders offered numerous ideas for arts and cultural programming that fell into the categories of performing arts, music, art and cultural diversity. One stakeholder stated, “It is okay to test a lot of ideas to see what works for Celina.”

Performing arts. Stakeholders offered the following ideas for programming related to the performing arts:

- Outdoor theatre;
- Shakespeare in the Park;
- “Medieval Times or Renaissance Fairs since they are not offered in North Texas”; and
- Community theatre.

Music. Stakeholders offered the following ideas for programming related to the music and musical performance:

- Jazz festival;
- Concert series;
- Music festivals; and
- Symphony with the Pops.

Art. Stakeholders offered the following ideas for programming related to the visual arts:

- Artist residency;
- Art festivals;
- Art classes;
- Art shows that pair local merchants with artists;
- Annual art show to grow an audience over time; and
- One stakeholder indicated that the City needs shading for outdoor events because the turf gets too hot, adding that the shading can be designed to contribute to the aesthetics of the City.

Cultural diversity. Stakeholders offered the following ideas for programming focusing on cultural diversity:

- Día de los Muerto festival;
- Diwali festival;
- Holi festival;
- Mariachi bands;
- Art classes focusing on different cultures;
- Craft classes on different textile techniques; and
- Cooking classes introducing Celina residents to different cultures.

Other ideas for arts and cultural programming. Stakeholders offered the following additional programming ideas:

- Film screenings and cinemas;
- Weekly open-mic night at a local venue to discover local talent; and
- Festival grounds for tractor pulls, rodeo and barrel racing.

Locations for Art and Culture in Celina

Stakeholders identified the following locations for developing arts and culture in Celina:

- Downtown Square;
- Downtown;
- The atrium of City Hall as a gallery/exhibition space;
- Old Celina Park;
- Celina parks in general;
- “Off the beaten path near the silos;”
- City entryways;
- Sutton Fields neighborhood;
- New Library;
- School gyms and auditoriums; and
- Collin College Celina Campus.

Aspects of Celina’s History to Highlight Through Art and Culture

Stakeholders mentioned the following aspects of Celina’s history that they would like to see highlighted through the Fine Arts Master Plan and how it is applied to developing arts and culture in the City:

- Roller Town legacy and the train;
- Military service;
- Football;
- Agricultural heritage;
 - Wheat and wheatfields;
 - Cotton;
 - Corn;
 - Transitional crops; and
 - Celebrate Celina farmers.
- Ranching;
- “Keep heritage of Longhorns;”
 - Historic buildings;
- Water towers;
- Silos;
- “Christmas on the Square;” and
- “Keep pointing to the Square as the site of origin and the heart of Celina.”

Measures of Success

Stakeholders identified a cultural shift towards celebrating arts and culture, as well as a focus on local artists, as the main indicators of success when implementing the Fine Arts Master Plan.

Cultural shift. Several stakeholders identified art and creativity becoming more normalized and celebrated in Celina as the main marker of success:

- “The arts being noticed as much as football in Celina.”
- “[The City] pushing the arts as much as it does sports.”
- One stakeholder indicated that a marker of success would be the City integrating arts and culture to such a degree that they “are second nature.”

Focus on local artists. Multiple stakeholders discussed more opportunities for local artists as a marker of success, including;

- “Downtown businesses selling local artwork.”
- “More local artists and makers featured in City festivals.”
- One stakeholder discussed the need for social and creative spaces for performers and makers, stating: “Creativity builds community and creativity binds people together.”
- “Multiple stages during festivals and scheduling musicians for set times.”
- “Don’t get lost in running the city and forget the grassroots local efforts.”

Other measures of success. Stakeholders had diverse measures of success, including:

- “Large art exhibits and performing tours travelling to Celina in spite of its size;”
- “[Celina doing] arts and culture in surprising and exciting ways;”
- “Foot traffic from downtown and shopping leading people to art galleries;”
- “Community center offering art classes;”
- “Preserved historic homes and architecture;”
- “Bringing community, high school students and local musicians together;” and
- “A landscape of sculptures and murals that make Celina a destination.”

What to Emulate from Other Cities

Stakeholders identified the following programs and features from other cities that they would like to see in Celina:

- Art in the Downtown Square;
- Farmers’ markets;
- Flea markets;
- Shops displaying and selling local artists’ work;
- “Cities that know who they are;”
- “Variety in architecture and new development;” and
- “Festivals that celebrate one thing, such as peanuts, that draws locals and tourists annually.”

What to Avoid from Other Cities

Stakeholders cited the following examples of what to avoid as Celina develops:

- “Cookie cutter development;”
- “Being too starchy;”
- “Pricing out local artists;” and
- “Gaudy or overly stylized architecture and art that does not compliment the landscape and historic buildings.”

Other Input

In addition to the above-mentioned categories, stakeholders brought up the need for the City to offer programming and events that are inclusive of young professionals along with its existing focus on families and kids. Several stakeholders took the in-depth interview as an opportunity to express their enthusiasm for the Fine Arts Master Plan. Stakeholders also urged for intentional staffing when developing arts and culture.

Focus on young professionals. Several stakeholders discussed that Celina’s dedication to family-friendly events is admired but that the City does not offer many opportunities for residents without children:

- “There is nothing to do in Celina for young professionals without kids.”
- “The City is losing the business of young professionals.”
- Young professionals appear to be interested in opportunities to have a memorable experience by supporting local artists, performers and businesses. As an example, one stakeholder stated that they hope to enjoy activities in Celina such as going out for a nice dinner before attending a concert or performance, and afterwards, dropping by an artist residency or open studio and complete the night by having drinks at a local restaurant with live music.

Need for arts and culture. Many stakeholders expressed that there is a need for arts and culture in Celina:

- “People are looking for a creative outlet.”
- “Celina needs as an outlet.”
- “There is a demand for art and culture.”
- “[There is a] plethora of artists in the system.”

Entertainment District. Stakeholders discussed enthusiasm for the development of the Entertainment District and shared the following ideas:

- One individual indicated that the City would benefit from differentiating the Entertainment District from Downtown with distinctive signage and a Master Plan dedicated to the area.
- One stakeholder suggested organizing an annual Entertainment District Block Party.
- Stakeholders suggested that a maker space dedicated to Texas creatives with a built-in gallery and event space would thrive in the Entertainment District.

Additional input. Stakeholders offered the following additional input:

- Given that many residents moved to Celina during the COVID-19 pandemic and primarily stayed within their neighborhoods, one resident assessed that “Celina is meeting itself for the first time.”
- “Save the trees.”
- Another stakeholder stated that the city needs to consider the design and aesthetics of everything that is being built.
- One individual suggested looking into partnerships with Collin College Celina Campus since it offers arts nondegree programming.
- Another individual stated that arts and culture should not be scheduled during football games because “arts and culture will lose.”
- One stakeholder stated that staffing is important, such as hiring the right person to oversee a community center.
- One person indicated that resident artists and musicians want a website or portal managed by the City where creatives can upload and share their work for businesses to search and discover.
- One individual indicated that current festivals are not inclusive of artists and that the City would benefit from advertising festivals with the language highlighting “arts and culture.” They added that local makers and musicians are more likely to participate in a festival if it is clearly advertised as having a focus on arts and culture.
- One stakeholder stated that the City should value local artists.
- One stakeholder and business owner shared that they find the real estate owners in Celina receptive to and supportive of creative ideas.
- Another stakeholder stated that Celina has an opportunity to develop a market between the extremes that McKinney and Denton offer. They added that while McKinney can be too expensive and Denton can be too casual, Celina can be branded as a place that has quality entertainment that people can enjoy over a fancy cocktail or an affordable beer.

APPENDIX F. Virtual Workshop Analysis

Keen Independent invited members of the public in Celina to participate in a virtual workshop to gauge the opinions of the community related to existing public art and attitudes towards arts and culture. A virtual workshop is an online, asynchronous instrument similar to a survey in format but containing more open-ended questions which encourage deep, thoughtful responses.

Methodology

Keen Independent developed the virtual workshop in November 2022 with input from the City. The virtual workshop was live for one month, from mid-November 2022 until mid-December 2022.

Questions. Participants were invited to respond to questions primarily through two formats: Likert scales (i.e., rankings from 1 to 5) and open-ended responses. The questions covered a range of related topics, including:

- Demographics;
- What makes Celina unique;
- Interest in various types of arts and culture events;
- Where individuals would like to see art; and
- Suggestions for Celina regarding arts and culture.

Distribution. The City of Celina communications team distributed the virtual workshop instrument digitally. Anyone registered with the City's events schedule received at least one email message advertising the workshop. The study team also conducted targeted outreach to all of the homeowners' associations (HOAs), as well as many community organizations including churches and clubs. Overall, we collected about 533 complete responses¹ that we used as part of this analysis.

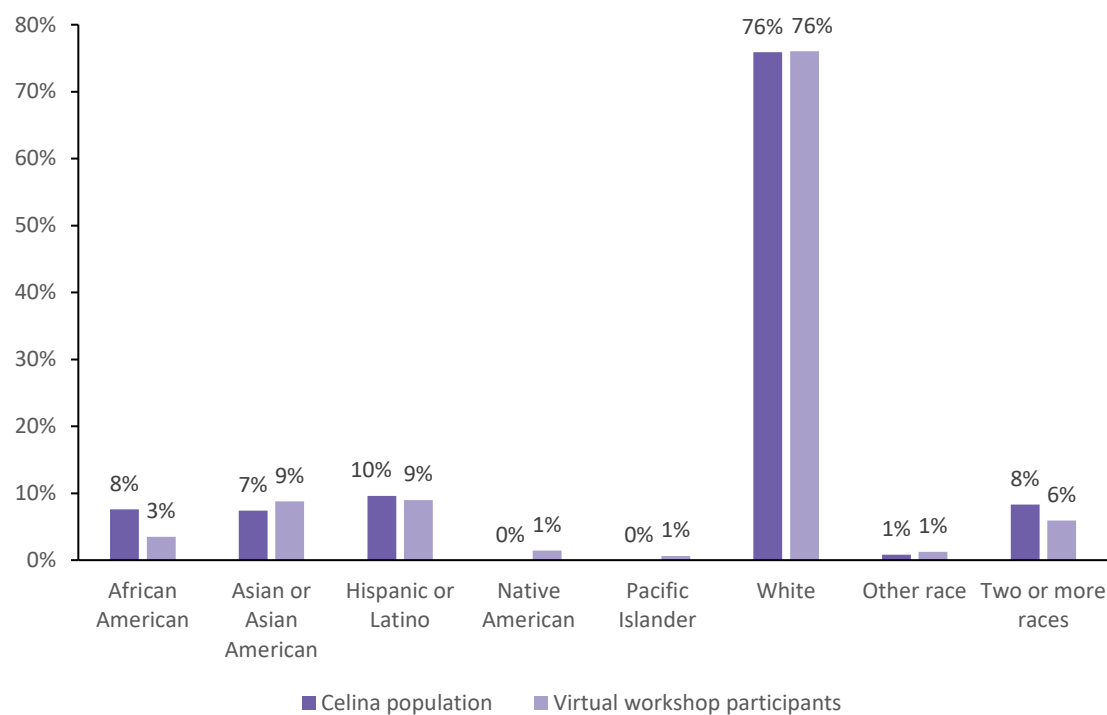
Demographics

Keen Independent examined the demographics of the virtual workshop participants, including race, ethnicity, gender, age and residency in Celina while analyzing residents' attitude towards art and culture.

Race and ethnicity. Participants who identified as white made up the vast majority of respondents to the virtual workshop at 76 percent. Compared to the overall population of Celina, virtual workshop participants identified as Hispanic or Latino at roughly the same rate and more participants identified as Asian or Asian American in the virtual workshop compared to the proportion in the city's population. Slightly fewer virtual workshop participants identified as African American (3%) or two or more races (6%) compared to the proportion in the overall population of Celina (8% and 10%, respectively).

¹ Note that we considered a response complete if the individual progressed through all questions in the virtual workshop and clicked "submit" at the end of the instrument. This does not necessarily mean that each participant provided an answer to every question, as none of the questions were mandatory.

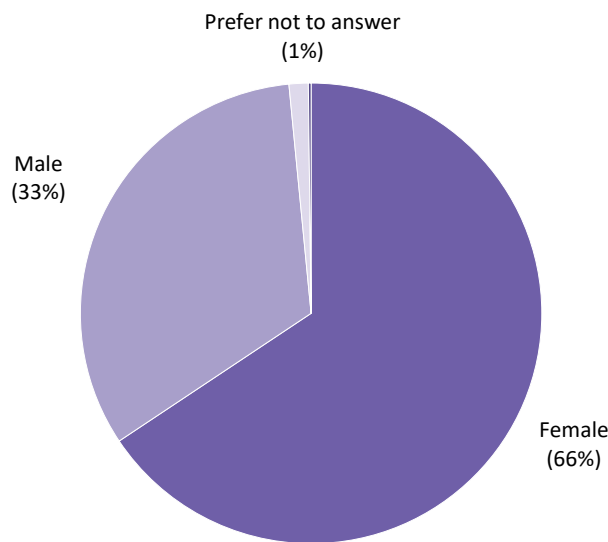
F-1. Race and ethnicity of Celina population compared to virtual workshop participants



Note: N = 496. Respondents could select more than one racial or ethnic group, so responses add up to more than 100 percent.
Source: Keen Independent Research.

Gender. Proportionately, more virtual workshop participants identified as female (66%) than does the population of Celina (46%).

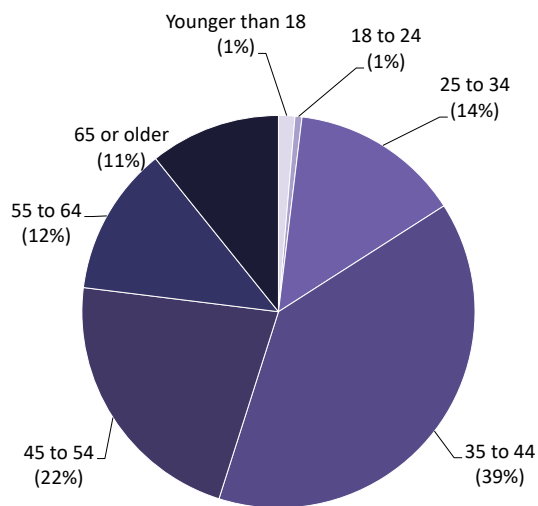
F-2. Gender of Celina virtual workshop participants



Note: N = 496.
Source: Keen Independent Research.

Age. Most respondents (88%) were between 18 and 64 years old with the largest age group being 35 to 44 years old.

F-3. Age of Celina virtual workshop participants

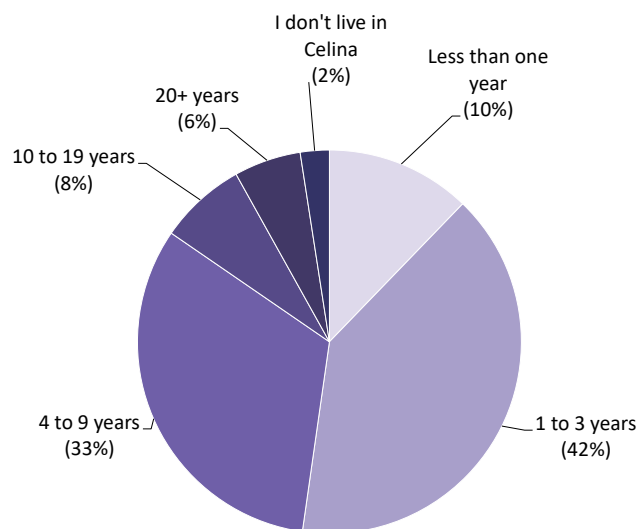


Note: N = 497.

Source: Keen Independent Research.

Residency in Celina. Just over half (52%) of the virtual workshop respondents indicated that they have lived in Celina for three years or less. About 47 percent of participants indicated that they have lived in Celina for four or more years.

F-4. Residency of Celina virtual workshop participants

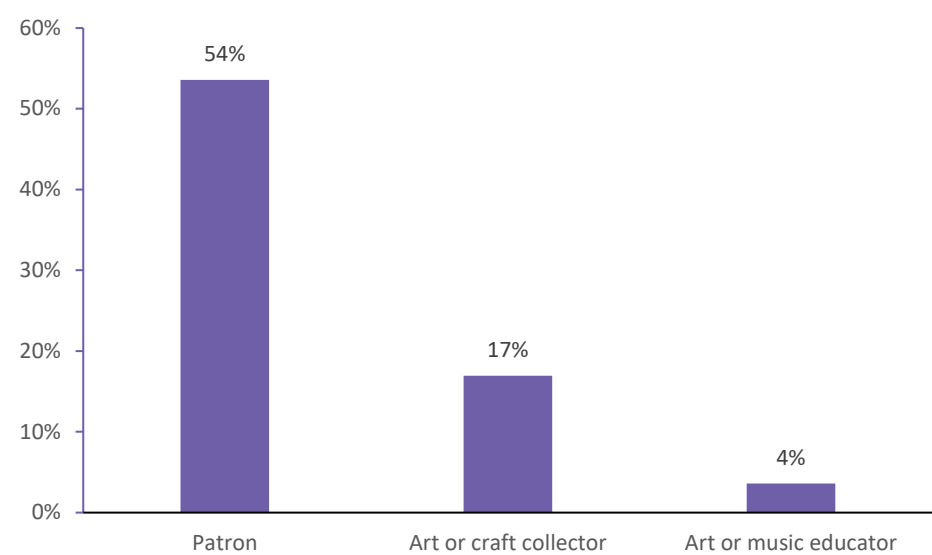


Note: N = 497.

Source: Keen Independent Research.

Relationship to the arts. More than half of respondents (54%) indicated that they were patrons of the arts, having participated in or enjoyed arts and culture events in the past. Smaller percentages indicated that they were art collectors (17%) and arts or music educators (4%).

F-5. Relationship of Celina virtual workshop participants to the arts

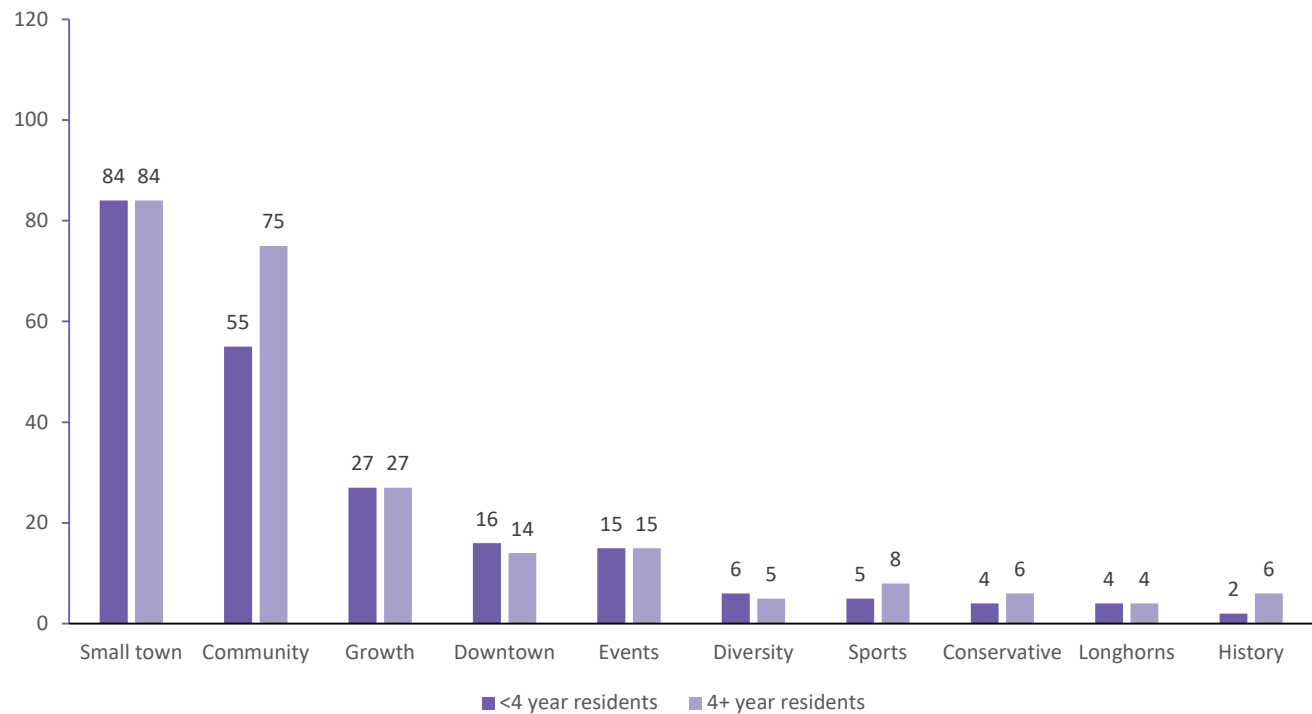


Note: N = 390.
Source: Keen Independent Research.

What Makes Celina Unique

Virtual workshop participants were asked to identify what makes Celina unique in an open-ended question. Most participants identified Celina’s identity as a small town as its defining characteristic. Recent residents (i.e., people who have lived in Celina for less than four years) mentioned Celina’s small-town charm as a factor that contributes to its uniqueness. Participants also cited Celina’s community as something that makes it unique, with more long-term residents citing this factor at a higher frequency than recent residents (41% compared to 33%, respectively).

F-6. Virtual workshop participants’ mentions of what makes Celina unique by years living in Celina



Note: N = 355. Responses could mention any or none of the categories above so percentages do not add up to 100.

Source: Keen Independent Research.

Small town. The most commonly cited response to the question of what makes Celina unique was that the City felt like a small town. Many participants noted how Celina has maintained its small-town charm and focus on family-owned and small businesses as the City has grown and welcomed new residents.

- “Celina has the ‘small town USA’ feel with the opportunity to expand. The City has done a great job in adjusting to the influx of growth while keeping true to its heritage.”
- “Nation’s best big, small town. I love the sense of community and tradition alongside the growth and opportunity.”
- “Small town charm, unique small business, downtown square, golf cart access and promotion, family focused events.”
- “Small town feel where everyone is friendly.”
- “Small town feel. Not overpopulated with franchise restaurants. Appreciate the embracing of local business owners or small business owners.”
- “We love the desire to keep a small town with an intimate feel while also welcoming new families. We have lived here for 8 years and are looking forward to many more!”
- “What makes Celina unique is the small-town feel. Being so close to the DFW metroplex, Celina right now is really that hidden little gem amongst North Texas.”

Community. The second most common factor that respondents indicated makes Celina unique was its community, with many respondents highlighting the friendliness of residents and neighbors.

- “It’s a small but growing town and everyone still knows everyone and supports the local businesses.”
- “For sure it is the people. Most are warm and welcoming but enjoy the history that makes Celina a place you want to call home.”
- “It still maintains the country feel and kindness even though we’ve grown by tens of thousands of people while I’ve lived here.”
- “The people! The city goes out of its way to make connections.”
- “There's a sense of community, history and tradition that make it different than any other city I’ve lived in. Generations have lived here, and their impact can be seen everywhere. Stories are waiting to be shared via ‘Arts and Culture.’”

Growth. Many responses mentioned how Celina is a rapidly growing city that has still maintained its character as it has expanded.

- “Even though the City is growing rapidly, it still has that small town feel.”
- “It’s growing! I love living in a place that has an exciting outlook for the future.”
- “New suburb with a great potential for growth.”
- “The feel of growth in the town but at the same time trying to keep that small town feel. Getting cool and interesting shops, restaurants, etc. instead of just getting boring office spaces.”

Downtown Square. The Downtown Square was specifically mentioned as a factor that contributes to Celina’s uniqueness. Residents commented that it is a place where people gather and serves as a centralized hub for small businesses.

- “Country feel, elbow room. Great small businesses downtown.”
- “Great downtown area that is improving and hosts good events that get better each year.”
- “The downtown is small and quaint.”

Events. Several respondents commented on the events the City hosts as a factor that makes Celina unique. Many mentioned they enjoyed that events were diverse and family friendly. Responses indicated that participants found the following characteristics of events to be unique:

- “Community focus on small businesses and events that bring the people of the community together.”
- “Amount of community events for the size of the town.”

- “Monthly local festivals.”
- “We love the number of events and festivals in Celina. It still has a small-town feel, with unique restaurants, coffee shops, the Downtown Square and the events they put on.”

Diversity. A few open-ended responses explained that Celina was unique because of the diversity and a few commented that Celina is becoming more diverse as it grows. Respondents mentioned:

- “Diversity while maintaining old Texas farm town feeling.”
- “Its rapid development, its commitment to progress and community (mom and pop shops), and its up-and-coming diversity.”
- “Welcoming town, growth potential, diversity.”

Sports. Celina is known as a football town and several responses mentioned the Bobcat high school football team as a factor that makes the city unique.

- “There’s tremendous Bobcat spirit displayed by the orange highway hay bales and community enthusiasm at football games.”
- “The haybales down Preston that say Go Bobcats! I’ve never lived anywhere where the whole town came together for events or had so much school pride.”
- “Love that one mascot, bobcat is in ALL the schools. It’s unique, never experienced before.”

Conservative values. Some respondents cited Celina’s conservative values and emphasis on the family unit as a factor that makes the city unique.

- “Celina is unique because it stands by traditional, faith-based beliefs. It is not falling into how the nation believes it should change.”
- “Rural heritage, conservative values, strong faith.”
- “Small town, conservative values.”

Longhorns. Often mentioned in comments regarding Celina’s small-town and rural identity, longhorns were sometimes cited as a factor contributing to Celina’s uniqueness. One respondent noted that they appreciated, “Longhorns roaming the ground as we drive through. I hope this doesn’t go away.”

History. A few responses mentioned Celina’s “history and traditions” as factors that make it unique. One respondent said, “There’s a sense of community, history and tradition that make it different than any other city I’ve lived in.”

Interest in Arts and Culture Events

The virtual workshop prompted participants to rate the extent to which they agreed with several statements and to provide examples of arts and cultural programming they would like to see.

Ratings of agreement. Participants rated statements on a scale of 1 (strongly disagree) to 5 (strongly agree) that fell into three major categories:

- Things they would like to see;
- Things they are interested in; and
- Opinions about the arts and culture scene in Celina.

What arts and culture participants would like to see. The most popular category of art and/or cultural events that participants wanted to see was family-friendly events, with 80 percent of participants selecting a 4 or 5 on a scale of 1 to 5, where 1 indicates little or no interest and 5 indicates very high interest.

F-7. Virtual workshop participants’ ratings of arts and culture they would like to see in Celina

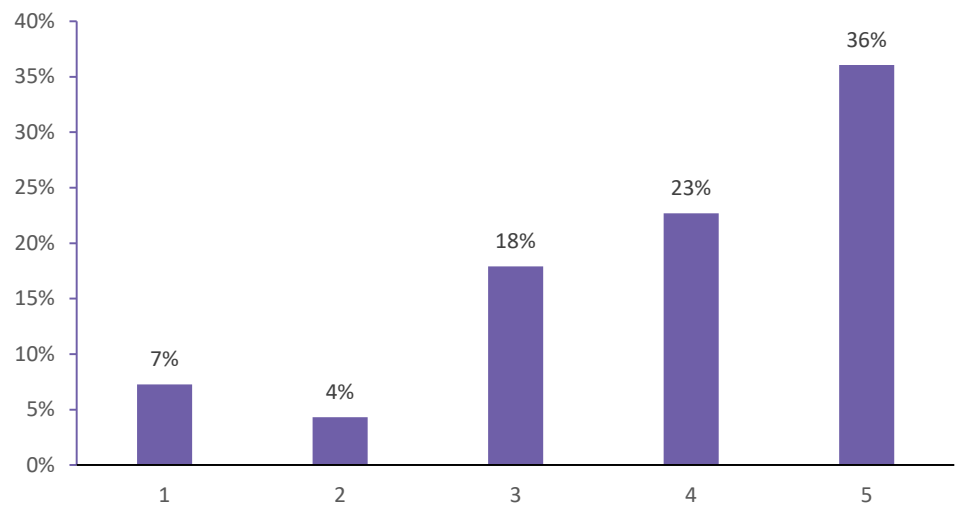
	Rated level of agreement				
	5	4	3	2	1
More art and culture	51 %	21 %	15 %	6 %	7 %
More public art, such as sculptures and murals	36	23	18	4	7
Art that highlights Celina's history	41	25	21	7	6
Art and culture programming for children and teens	50	27	14	5	4
Family-friendly art and cultural events	56	24	12	5	3

Note: N ranges from 431 to 441 for each question.

Source: Keen Independent Research.

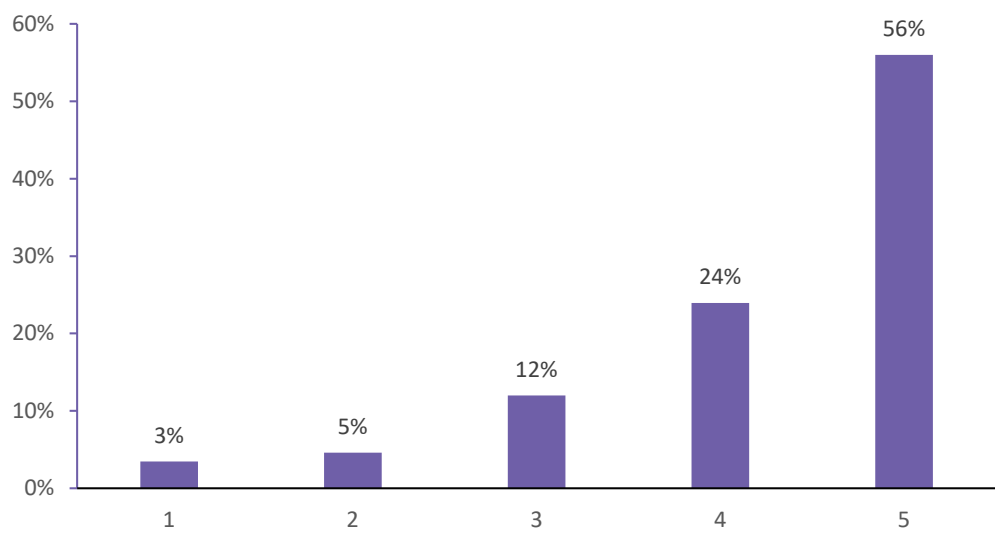
Overall, participants expressed strong support for more art and culture in Celina for all age groups and categories. The following two bar graphs illustrate the details of the above table in a different way.

F-7a. Virtual workshop participants’ responses to the statement “I would like to see more public art, such as sculptures and murals, in Celina” with “1” indicating “strongly disagree” and “5” indicating “strongly agree.”



Note: N ranges from 431 to 441 for each question.
Source: Keen Independent Research.

F-7a. Virtual workshop participants’ responses to the statement “I would like to see more family-friendly art and cultural events in Celina” with “1” indicating “strongly disagree” and “5” indicating “strongly agree.”



Note: N ranges from 431 to 441 for each question.
Source: Keen Independent Research.

What arts and culture participants would be interested in. About 80 percent of respondents either agreed or strongly agreed that they would like to see art and culture events that highlight local artists. Most respondents indicated that they would be interested in attending performing arts shows and events. Respondents were less interested in art that highlights Celina’s football history. No notable differences existed between the ratings of newer Celina residents (those who have lived in Celina for fewer than 4 years) and more established Celina residents. Note that a rating of 1 indicates little or no interest and a rating of 5 indicates very high interest.

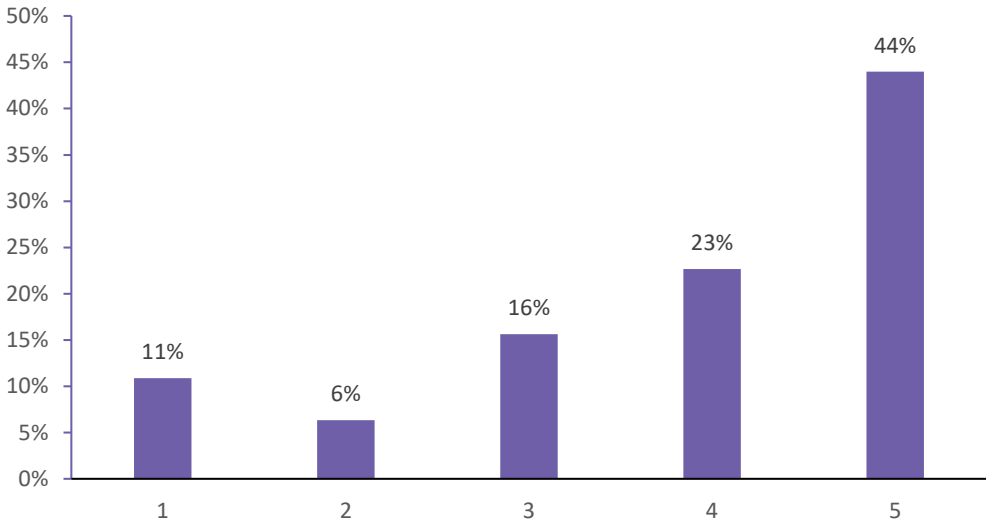
F-8. Virtual workshop participants’ ratings of arts and culture in Celina that they would be interested in

	Rated level of agreement				
	5	4	3	2	1
Attending art and culture events	44 %	23 %	16 %	6 %	11 %
Art that highlights Celina's agriculture and agricultural history	37	24	22	12	6
Art with a military theme and public artworks that document Celina's military heritage	27	19	28	12	14
Art that highlights Celina footbal and the city's football history	19	23	29	12	17
Art and culture events that highlight local artists, performers, musicians and makers	58	22	13	4	4
Attending performing arts shows and events	53	22	14	5	5

Note: N ranges from 431 to 434 for each question.
Source: Keen Independent Research.

The following bar graph illustrates a detail of the above table in a different way.

F-8a. Virtual workshop participants’ responses to the statement “I am interested in attending art and culture events in Celina” with “1” indicating “strongly disagree” and “5” indicating “strongly agree.”



Note: N ranges from 431 to 434 for each question.
Source: Keen Independent Research.

Opinions about the arts and culture scene in Celina. Most respondents either disagreed or disagreed strongly that Celina was a destination for arts and culture, with only 11 percent agreeing or strongly agreeing. Note that a rating of 1 meant that the participant strongly disagrees and a rating of 5 indicates that they strongly agree.

Most respondents agreed or strongly agreed that Celina’s history is important and that the murals around Celina add to the city’s identity and appeal.

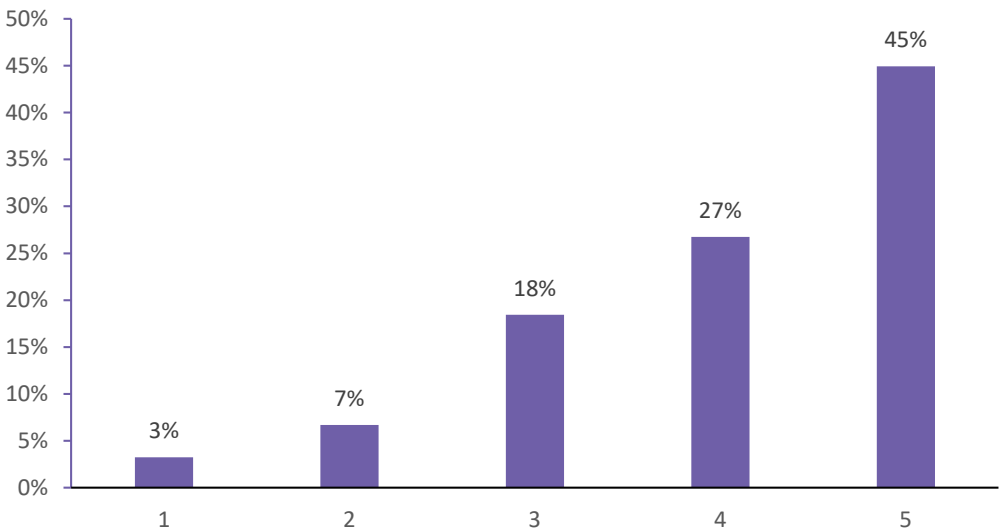
F-9. Virtual workshop participants’ ratings of agreement with opinions about the arts and culture scene in Celina

	Rated level of agreement				
	5	4	3	2	1
Celina is a town with a dynamic arts and culture scene.	4 %	7 %	33 %	32 %	25 %
Celina is a destination for arts and culture.	5	6	19	33	38
The history of Celina is important to me.	45	27	17	7	3
The murals around Celina add to the city's identity and appeal.	47	27	18	3	5

Note: N ranges from 433 to 441 for each question.
Source: Keen Independent Research.

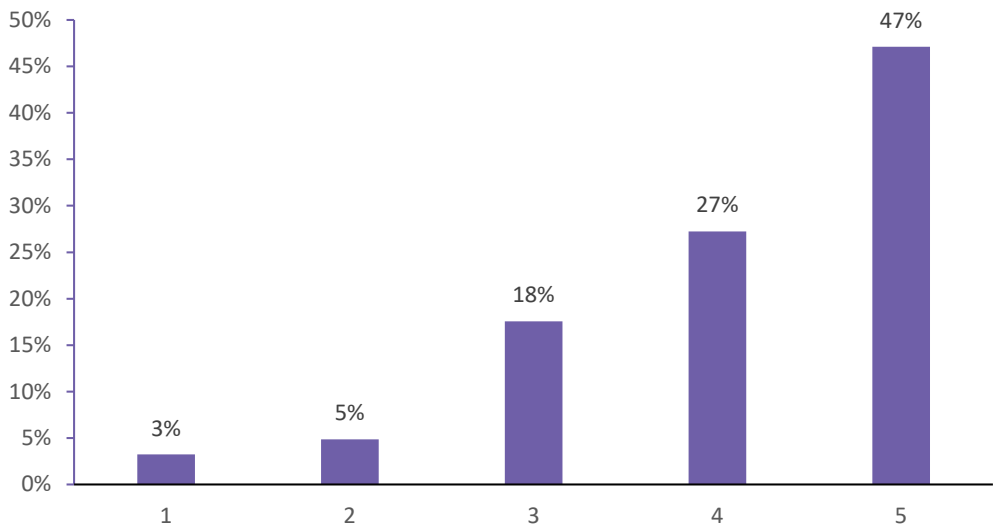
The following bar graphs illustrates a detail of the above table in a different way.

F-9a. Virtual workshop participants’ responses to the statement “The history of Celina is important to me” with “1” indicating “strongly disagree” and “5” indicating “strongly agree.”



Note: N ranges from 431 to 434 for each question.
Source: Keen Independent Research.

F-9b. Virtual workshop participants’ responses to the statement “The murals around Celina add to the city’s identity and appeal” with “1” indicating “strongly disagree” and “5” indicating “strongly agree.”

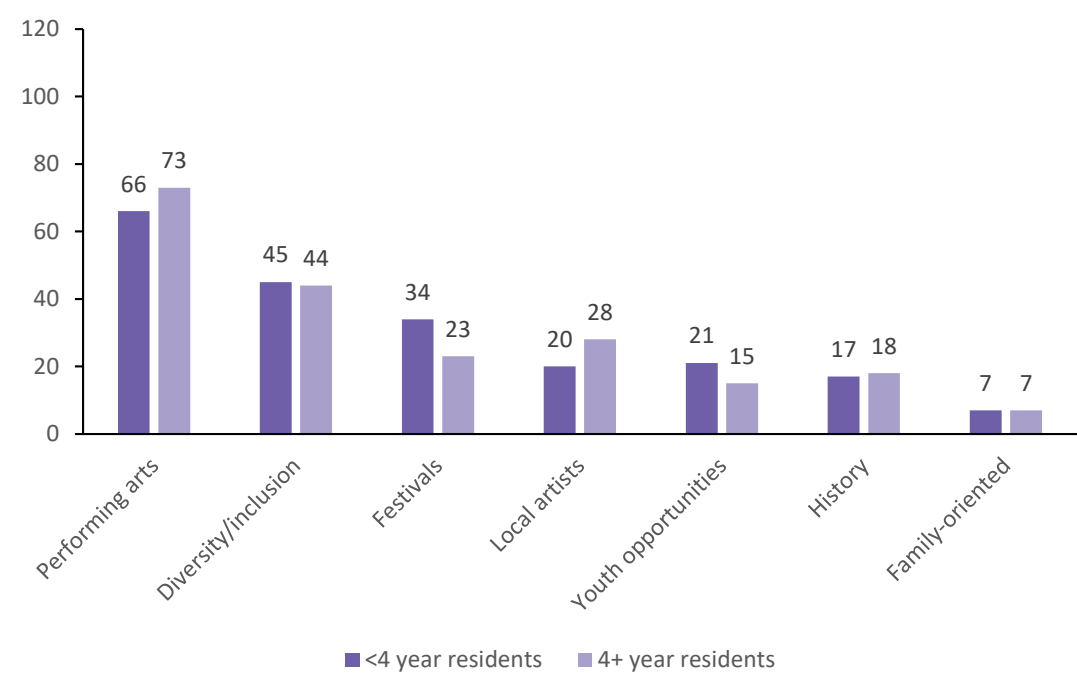


Note: N ranges from 431 to 434 for each question.
Source: Keen Independent Research.

Open-ended questions about arts and culture. Keen Independent asked respondents to provide examples of arts, cultural and community events and parts of Celina history they would like highlighted through art.

Desired arts and cultural events. When given the opportunity to specify what types of arts and culture events participants would like to see in Celina, more than half of respondents indicated they wanted to see more performing arts events. About a third of responses mentioned expanding the types of events offered such that they appeal to an increasingly diverse audience. A substantial portion of responses also mentioned festivals, with newer Celina residents mentioning festivals more often than longstanding Celina residents.

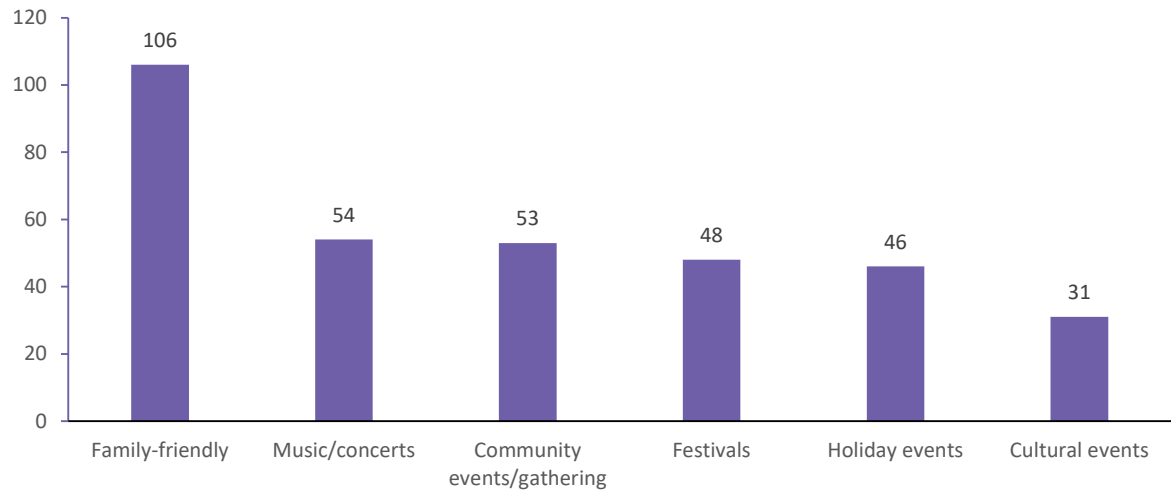
F-10. Virtual workshop participants’ mentions of arts and cultural events they would like to see by residency in Celina



Note: N = 272. Responses could mention any or none of the categories above so percentages do not add up to 100.
Source: Keen Independent Research.

Community events. Virtual workshop participants were asked to list types of community events that were important to them. The most cited event type that participants indicated was important to them was family-friendly events. Music and concerts, community events that promote gathering, festivals and holiday events were cited at roughly similar rates.

F-11. Virtual workshop participants’ mentions of community events that are important to them in Celina

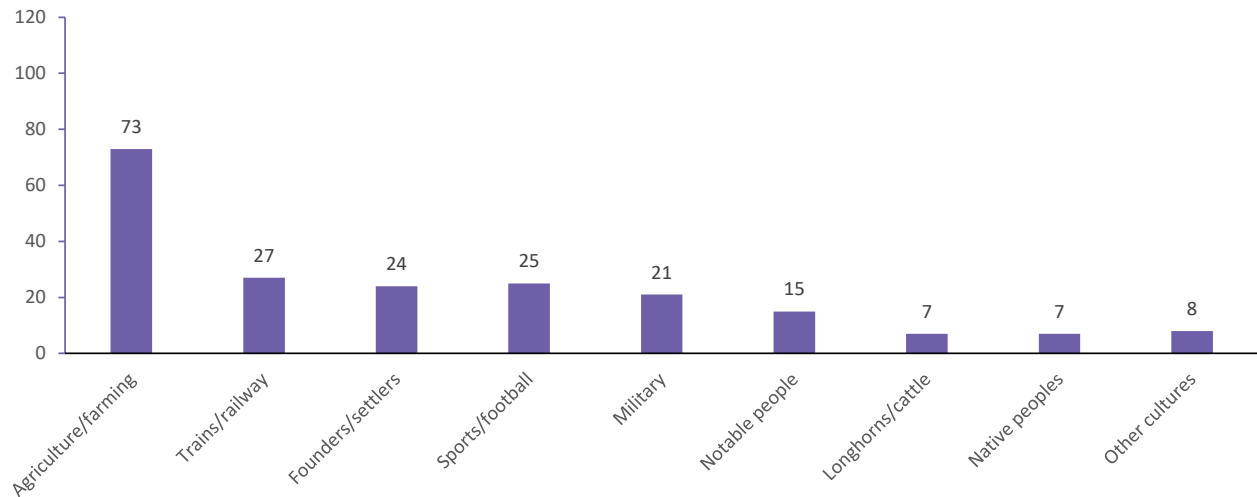


Note: N = 287. Responses could mention any or none of the categories above so percentages do not add up to 100.

Source: Keen Independent Research.

Parts of history/culture to highlight through art. The most cited piece of Celina’s history and culture participants indicated they wanted to see highlighted through art was agriculture and farming. Other less common answers were Celina’s trains and railway history, the City’s founders and settlers, sports (specifically Bobcats football) and military history.

F-12. Virtual workshop participants’ mentions of Celina’s history and culture they would like highlighted through arts



Note: N = 242. Responses could mention any or none of the categories above so percentages do not add up to 100.

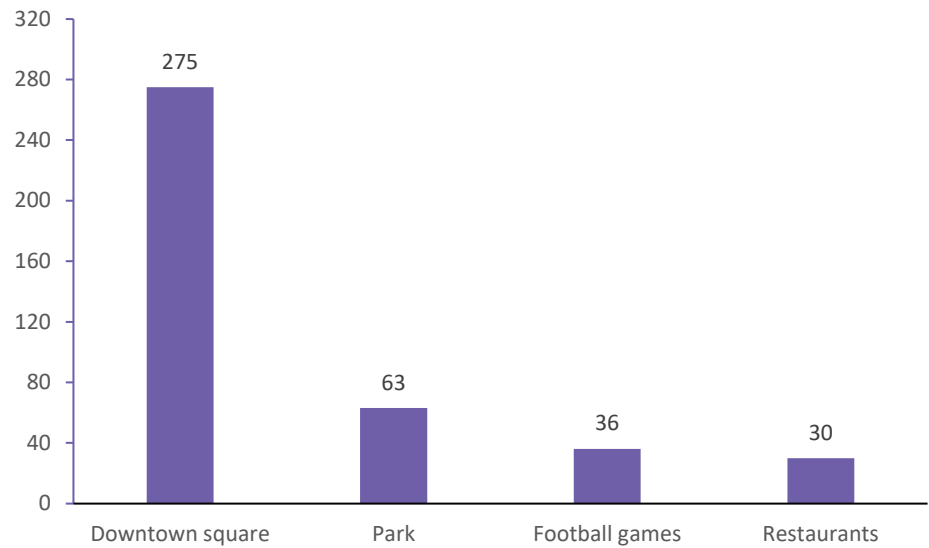
Source: Keen Independent Research.

Where Individuals Would Like to See Art

Keen Independent asked virtual workshop participants where people in Celina gathered, where they would like to see more art and what types of art they are interested in.

Gathering. Almost 90 percent of responses indicated that people in Celina gather in the Downtown Square most frequently. Less frequently mentioned areas for gathering were parks, football games and local restaurants and bars.

F-13. Virtual workshop participants’ mentions of where people gather in Celina

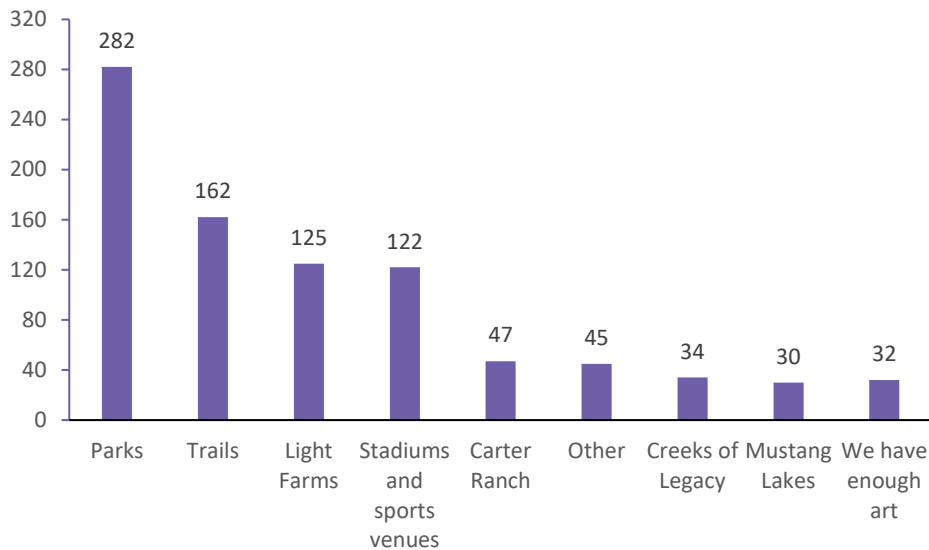


Note: N = 310. Responses could mention any or none of the categories above so percentages do not add up to 100.

Source: Keen Independent Research.

Locations for new art. More than half of virtual workshop participants indicated that they would like to see new art in parks. Trails were the next most popular location for new art, followed by Light Farms neighborhood and stadiums and sports venues.

F-14. Virtual workshop participants' indications of where they would like to see art in Celina

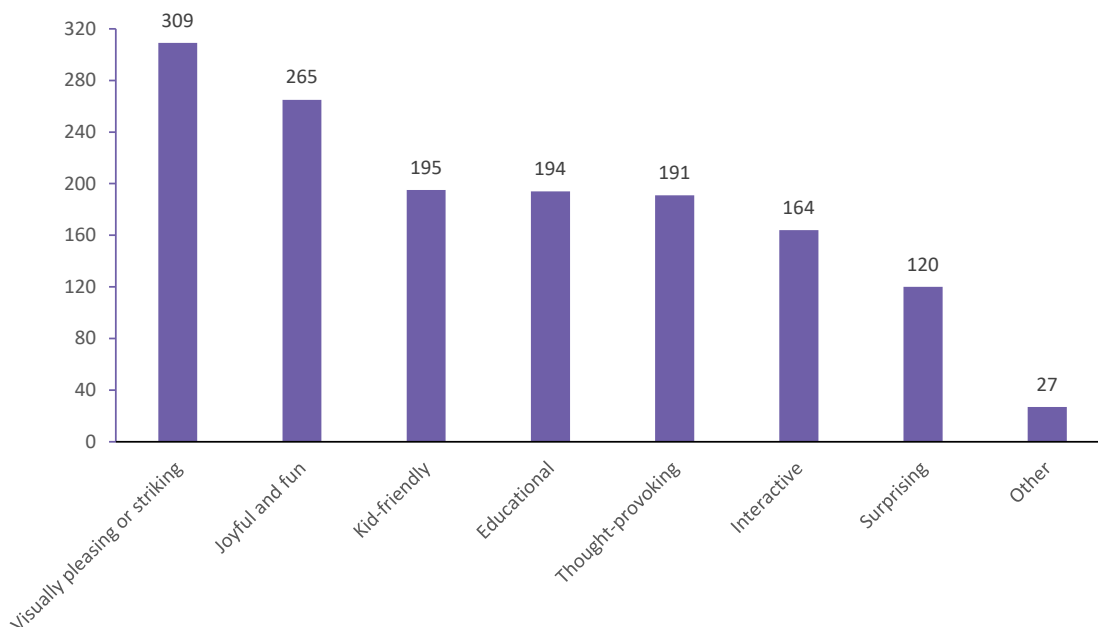


Note: N = 533. Participants could select more than one response so percentages add up to more than 100.

Source: Keen Independent Research.

Type of art enjoyed by participants. Half or more of virtual workshop participants indicated that they were fond of art that is visually pleasing or striking and joyful and fun. “Other” types of art participants indicated they liked included art that celebrates diversity, varied in medium and reflective of history.

F-15. Virtual workshop participants' indications of type of art that they like



Note: N = 533. Participants could select more than one response so percentages add up to more than 100.

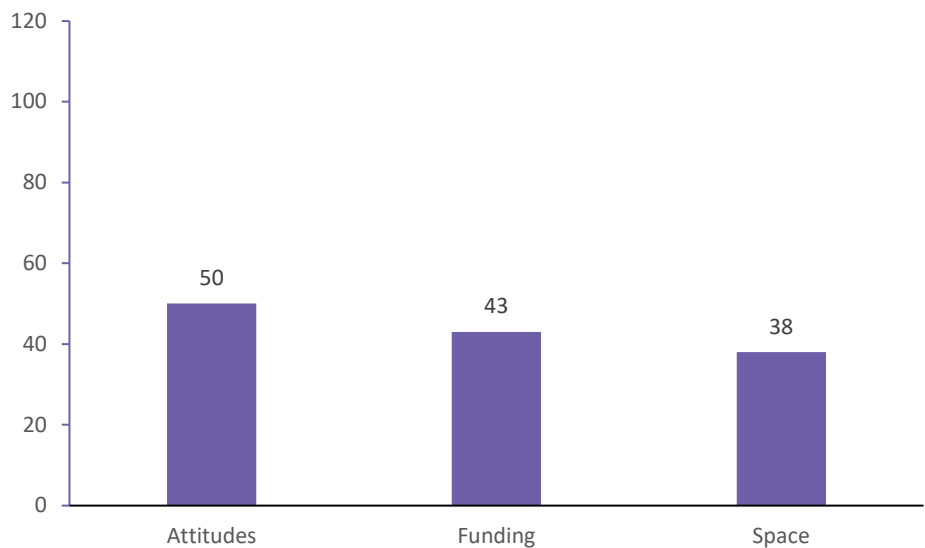
Source: Keen Independent Research.

Suggestions for Celina Regarding Arts and Culture

Finally, Keen Independent solicited virtual workshop participants’ thoughts on barriers to expanding arts and culture in Celina and ways in which the City can support arts and culture. Participants were also provided an opportunity to make any additional comments they have related to arts and culture in Celina.

Barriers. The top three most frequently mentioned barriers to expanding arts and culture in Celina were attitudes, funding and space.

F-16. Virtual workshop participants’ mentions of barriers to expanding arts and culture in Celina



Note: N = 165. Responses could mention any or none of the categories above so percentages do not add up to 100.
Source: Keen Independent Research.

Attitudes. Many participants mentioned that there may be resistance to change in Celina that could impede the development of the arts and culture scene. Some of those attitudinal barriers include:

- “Narrow-minded people who do not want to see change in their small town. A lot of people with bias toward other cultures.”
- “People who aren’t opened-minded in celebrating the arts.”
- “Ultra conservative attitudes about what art is and what art’s role is in the community that results in a censorship and curated art that reflects only one point of view.”
- “Fairly homogeneous culture.”
- Several participants themselves expressed skepticism about more arts and cultural events in Celina or worried that politics would play into arts and culture.

Funding. Several participants perceive that the City is not prepared to invest in arts and culture, with many referencing money that the City spends on sports.

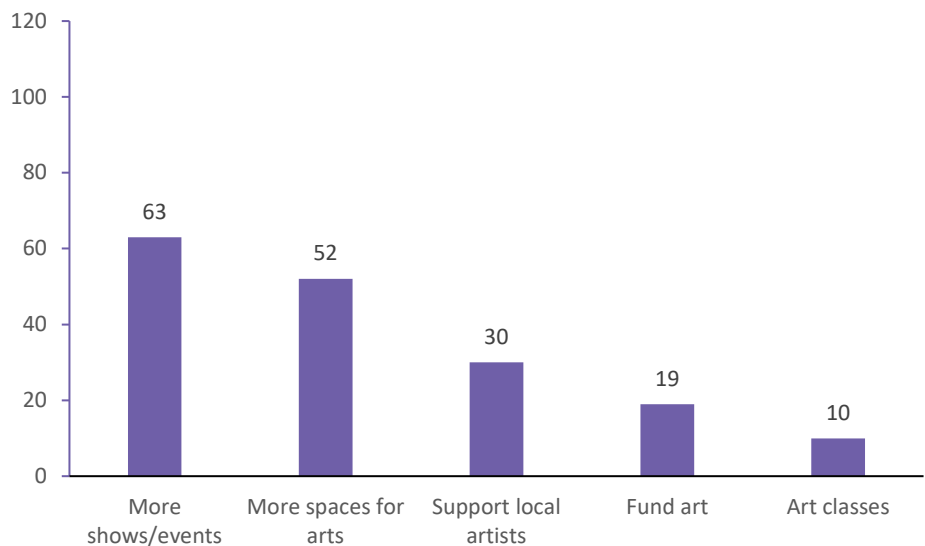
- “City officials don’t think it’s important enough to spend money on.”
- “We have money for sports, we can find money for art.”
- “Little money and time spent on arts education or arts educators in schools. Long history of football in this town has allowed little room for anything else to be highlighted or discussed.”
- “Coordinating staff, budget, and facilities.”

Space. Respondents noted the following challenges due to space constraints:

- “Not having a vibrant community center with appropriate architecture inside and out.”
- “Finding the space for murals and other artwork, limited art and culture instruction for kids.”
- “If downtown, the square isn’t that big but that’s the main gathering place for people and events. We need more venues/buildings to showcase and/or support the art to balance/organize the placement of art throughout the town.”
- “We do not have a concert hall.”

Support. When asked how the City could best support arts and culture in the future, participants’ suggestions most often mentioned hosting more events and shows. Having more designated spaces for arts, including visual and performing arts, was also mentioned in just under a third of responses with smaller numbers mentioning support for local artists, art classes and workshops and funding opportunities for art.

F-17. Virtual workshop participants’ mentions of ways the City can support arts and culture



Note: N = 163. Responses could mention any or none of the categories above so percentages do not add up to 100.

Source: Keen Independent Research.

More shows and events. The most common way for the City to support arts and culture according to participants was to host more shows and events. Participants suggested a range of events that the City could sponsor, including:

- Festivals;
- Concerts and other live music performances;
- Theater;
- Art galleries;
- Holiday events; and
- Permanent art installations.

More spaces for art. Many responses mentioned the Downtown Square as a place for events. However, space is limited and may not be optimal during harsh weather. A few suggestions related to spaces for events are listed below.

- “Continue events that are focused on the square but provide better lighting so it can be enjoyed during the evening. Create an indoor venue that can be used in inclement weather.”
- “A huge parking structure to support the square. Not all of us can shuttle in and out of events.”
- “That empty space on Main Street Papa Gallos would be a beautiful rotating exhibit and kids’ art space!”

Support for local artists. Several respondents indicated an interest in keeping arts events focused on local artists and businesses. Suggestions included:

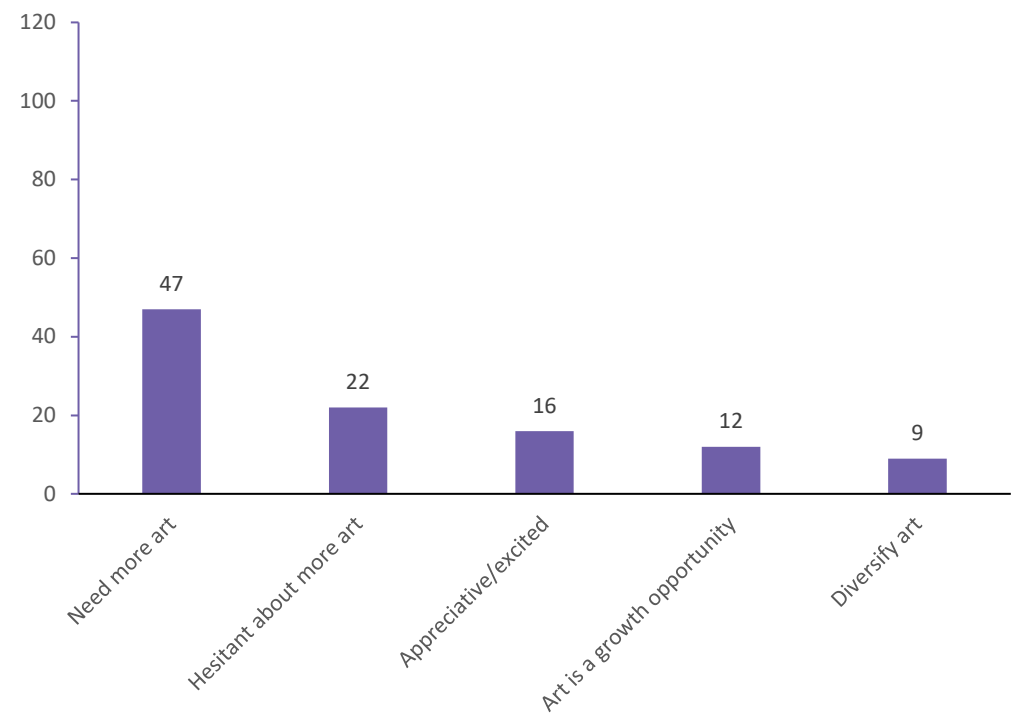
- “They should have an arts festival to showcase local artists or a market dedicated to artists around or in the community.”
- “More artists represented especially ones that are residents.”
- “I’m interested in developing a space as a co/op for local artists to rent space for working and displaying their products.”

Funding for art. Some respondents indicated that the City should allocate funding to support local art and culture events. One participant stated that “doing surveys like this is a start,” but that the City should “take action soon, don’t let the results sit in committee forever. Budget for it.”

Art classes or workshops. A few responses mentioned hosting art classes or workshops that are either family-friendly or that focus on youth. One respondent indicated wanting “workshops that teach youth about fine arts and culture, especially hands-on activities.”

Additional comments. Participants were provided space to give any final comments they have on arts and culture in Celina. Of those who provided a comment, 47 underscored the need for more art in Celina. Smaller numbers of responses expressed hesitation about more arts and culture, appreciation and excitement, the opportunity for growth that art provides and the need to diversity art.

F-18. Virtual workshop participants’ additional comments related to arts and culture in Celina



Note: N = 114. Responses could mention any or none of the categories above so percentages do not add up to 100.
Source: Keen Independent Research.

Need for more art. Over forty percent of participants who provided a final comment indicated that Celina needs more art. A few suggestions for how to incorporate more art include:

- “Keep the heritage festival while expanding it to reflect more of the Hispanic contributions. The poetry writing contest and theatrical storyteller were worthwhile, fun and kept with the theme.”
- “Would love to see a second high school with more emphasis on the arts, maybe keep the one Celina team by having the current high school sports-oriented and the other arts-oriented.”
- “Utilize your resources available within the city before looking elsewhere. For example, 3-D Dance is opening in Celina in 2023 and is led by performing arts educators who are highly educated experts in the performing arts. Utilize the resources and expertise they can provide. Then do the same for music and the visual arts. Perhaps put together a performing arts committee of these experts who are already right here in Celina.”
- “A fair which offers art from local citizens of the community would be enticing.”

Hesitation about arts and culture. Some respondents expressed hesitation about expanding arts and culture in Celina for reasons including politicization, destruction of existing structures, diversion of valuable resources and loss of what makes Celina unique. A few quotes emphasizing the desire for art to be thoughtfully incorporated into Celina are listed below.

- “Please don’t place random art pieces and sculptures where they don’t belong, and don’t touch the old buildings and silos. They are stunning as they are (and I’m a photographer).”
- “I personally think it is way too early to start adapting an arts and culture plan for this community. Focus should be made more on the ability to handle the amount of people moving here.”
- “As a small-town native Texan, over and over I see our beautiful small town Texas heritage plowed down by people who do not know about it nor do they respect it. Please don’t do that to Celina. I realize some people don’t care, but most of us native Texans do and we still want to live here too. Celina has always been a special little town. Let’s keep it that way.”
- “Really focus on planning the infrastructure and not rush and look like other “fast growing” towns that seemed to rush and threw stuff together.”

Appreciation and excitement. Several respondents expressed their appreciation for having their opinions included in the planning effort and their excitement at the expansion of arts and culture in Celina. Many thanked the City for soliciting their opinions and one respondent said, “This is great Celina is starting to think about this as it continues to grow!”

Art as an opportunity for growth. A few responses mentioned that the growth of Celina will be advantageous in terms of expanding the arts and culture scene. One participant encouraged the City to “look at other cities of similar size and growth that have a vibrant arts and culture scene. What can we learn and apply here?”

Need to diversify art. A few virtual workshop participants identified the need to diversify the types of art and artists that the City supports. One respondent indicated that they wanted the City to “incorporate more culturally sensitive events” and another indicated they would be interested in seeing “African American murals and monuments throughout the city of Celina.” Another participant focused on the sharing of culture through art, saying, “This is a great opportunity to encourage [enjoying art] across various cultures.”

APPENDIX G. Market Analysis

Keen Independent conducted a comprehensive market analysis of the Celina to gain a better understanding of how arts and culture fit into the city's social and cultural landscape. This appendix includes the following analyses:

- Arts and cultural asset inventory;
- Business inventory;
- Venue inventory;
- Demographics; and
- Demand projections.

Arts and Cultural Asset Inventory

The study team inventoried and created a list of the arts and cultural assets in Celina, as displayed below in Figure G-1. Additionally, Keen Independent developed a map of these local assets (see Appendix A).

G-1. Inventory of arts and cultural assets in Celina

Cultural asset	Type
Memory Lane Inn Crafting Retreat	Arts and crafts
Texas Art and Salvage	Arts and crafts
Celina High School Auditorium	Auditorium
Steps of Faith Dance Studio	Dance Studio
Celina Outpost	Event venue
Little Wooden Penguin	Event venue
Two 29 on the Square	Event venue
Venya Gardens	Event venue
City Council Chambers	Meeting room
Collin College, Celina Campus	Meeting room
Historic Water Tower Lights	Public Art - Monument
Veterans Memorial Clock	Public Art - Monument
Celina Landscape	Public Art - Mural
Children's book covers at the Library	Public Art - Mural
Coca-Cola	Public Art - Mural
Economic Development Building	Public Art - Mural
Field of Flowers	Public Art - Mural
Historical pictures on outside wall	Public Art - Mural
Life Connected	Public Art - Mural
Pecan Street	Public Art - Mural
Welcome to Celina	Public Art - Mural
Children reading on bench outside library	Public Art - Statue
Celina Area Heritage Association	Museum
Loud and Clear Texas Venue Music Services	Music
North Texas Piano Services	Music
Founders Station Park	Park
Old Celina Park	Park
Celina High School Bobcats	Stadium
Celina High School Theater	Theater
Chippy and Friends Puppet Theater	Theater
Bobcat Trail at Traditions Field (under construction)	Trail

Source: Keen Independent Research, 2022.

Business Inventory

Based on a list of businesses with relevant SIC codes provided by Dun & Bradstreet, Keen Independent inventoried arts organizations and businesses within 30 and 45 minutes of drive time from Celina’s Downtown Square, as displayed in Figure G-2. The City may consider partnerships with some of these organizations to further its arts and culture goals.

G-2. Inventory of arts businesses and organizations within 45 minutes of drive time from the Celina Town Square

Name	Location	Profile
Driving distance under 30 minutes from Celina Town Square		
Art Gallery Inc	Plano	Gallery
Art Gallery Pure	Dallas	Gallery
AR Workshop Frisco	Frisco	Craft Studio
Clark High School Theater	Plano	Theater
Frisco Fine Art Gallery	Frisco	Gallery
The Gallery 8680	Frisco	Gallery
Driving distance under 45 minutes from Celina Town Square		
Art & Frame +Signs	McKinney	Art Supply
Art Wheel Studio	Plano	Gallery
Green Space Arts Collective	Denton	Dance Studio
J2C Art Studio	Plano	Art and Music Lessons
Karen Antos Gallery	Dallas	Gallery
Kelly's Art Shack & Events	McKinney	Gallery
Lakeside Community Theatre	The Colony	Theater
Pace GFX	Plano	Design
Richardson Theatre Centre	Richardson	Theater
The Martin Place	McKinney	Gallery
Visual Art League of Lewisville	Flower Mound	Gallery
Wildflower Art Studio	Denton	Art Lessons

Source: Dun & Bradstreet, Keen Independent Research, 2022.

Venue Inventory

As shown below in Figure G-3, Keen Independent developed a list of venues for arts and cultural events within 15, 30 and 45 minutes of drive time from Celina's Downtown Square.

G-3. Inventory of arts and cultural venues within one hour of the Celina Town Square

Name	Location	Type
Driving distance under 15 minutes from Celina Town Square		
Bobcat Stadium	Celina	Stadium
Celina Public Library	Celina	Library
Old Celina Park	Celina	Event Venue - Agritourism
Two 29 on the Square	Celina	Event Venue
Venya Gardens	Celina	Event Venue
Driving distance under 30 minutes from Celina Town Square		
A Joyful Mess	Prosper	Art Studio
Bluebird Cottage Wedding Venue & Event Center	McKinney	Event Venue - Agritourism
Chandler's Gardens	Celina	Event Venue - Agritourism
D'Vine Grace Vineyard	McKinney	Event Venue - Agritourism
River Valley Place	Celina	Event Venue - Agritourism
The Sanctuary Music and Events	McKinney	Event Venue - Agritourism
Driving distance under 45 minutes from Celina Town Square		
Chestnut Square Historic Village	McKinney	Event Venue
Heard-Craig Center for the Arts	McKinney	Museum
The McKinney Cotton Mill	McKinney	Event Venue - Agritourism
The Midlothian Conference Center and Hotel	Midlothian	Conference Center

Source: Keen Independent Research, 2022.

Demographics

Keen Independent analyzed demographic information for Celina and compared these characteristics with those of the nation. Categories include:

- Age;
- Race and ethnicity;
- Education; and
- Annual household income.

Age, race and ethnicity. Figure G-4 displays the age, race and ethnicity of the total population in Celina compared with national averages. Celina skews slightly older than the national average, which presents an opportunity for the City since nearly half of U.S. adults in the 35 to 44 age range attended an arts and culture event in 2017¹. In terms of race and ethnicity, Celina has a higher proportion of residents identifying as Asian American and multiracial compared to the population of the United States.

G-4. Celina and United States population by age, race, and ethnicity, 2022

	City of Celina	United States
Total population	13,608	328,239,523
Median Age	39.1	38.4
Race		
African American	7.6 %	13.4 %
Asian American	7.4	5.9
Native American	0.0	1.3
Pacific Islander	0.0	0.2
Other race	0.8	—
Two or more races	8.3	2.8
White	75.9	76.3
Total	100.0 %	100.0 %
Ethnicity (of any race)		
Hispanic American	9.6 %	18.5 %
Non-Hispanic	90.4	81.5
Total	100.0 %	100.0 %

Source: American Community Survey via Esri.

¹ https://www.arts.gov/sites/default/files/US_Patterns_of_Arts_ParticipationRevised.pdf

Income and education. Figure G-5 displays annual household income and education. As of 2022, the median household income in Celina is nearly \$115,000, which exceeds the national median. Celina also has more formal education than the U.S. on average. Having a community of relatively affluent residents could mean that more dollars can be spent on arts and culture events, which bodes well for Celina. Thus, the City may consider investing in high-quality arts and culture experiences that will attract local patrons.

G-5. Celina and United States household income and education, 2022

	City of Celina	United States
Total households	4,675	128,451,000
Household income		
\$24,999 or less	10.7 %	17.1 %
\$25,000 to \$49,999	10.1	20.0
\$50,000 to \$74,999	13.5	16.5
\$75,000 to \$99,999	10.4	12.3
\$100,000 to \$199,999	38.1	23.8
\$200,000 or more	<u>17.2</u>	<u>10.3</u>
Total	100.0 %	100.0 %
Median household income	\$ 114,807	\$ 68,703
Education (population age 25+)		
Less than high school	3.4 %	9.9 %
High school	12.9	28.1
Some college	38.8	25.9
Bachelor's degree	34.6	22.5
Graduate degree	<u>10.4</u>	<u>13.5</u>
Total	100.0 %	100.0 %

Source: American Community Survey via Esri.

Population and Demand Projections

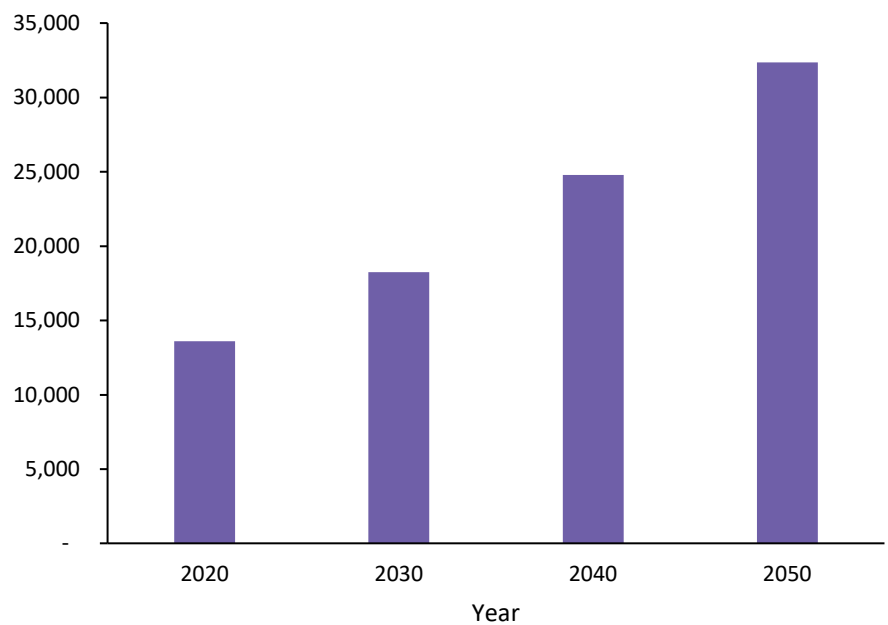
Local demand for arts activities is likely to increase as Celina grows in population. Keen Independent examined population forecasts for Celina developed by the Texas Demographic Center.

Population forecasts. Based on Collin County projections, the Texas Demographic Center forecasts that the Celina population will increase by almost 140 percent between 2020 and 2050 to over 32,000 residents (see Figure G-6). This averages to an annual increase of nearly 3 percent per year.

It should be noted that the City uses a different timescale to forecast population projections. The City’s Service Area Population Projections are as follows:

- 43,126 in year 2023;
- 49,853 in year 2024;
- 60,615 in year 2025;
- 72,249 in year 2026; and
- 84,373 in year 2027.²

G-6. Total population change in Celina based on Collin County projections, 2020–2050



Source: Texas Demographic Center, Keen Independent Research.

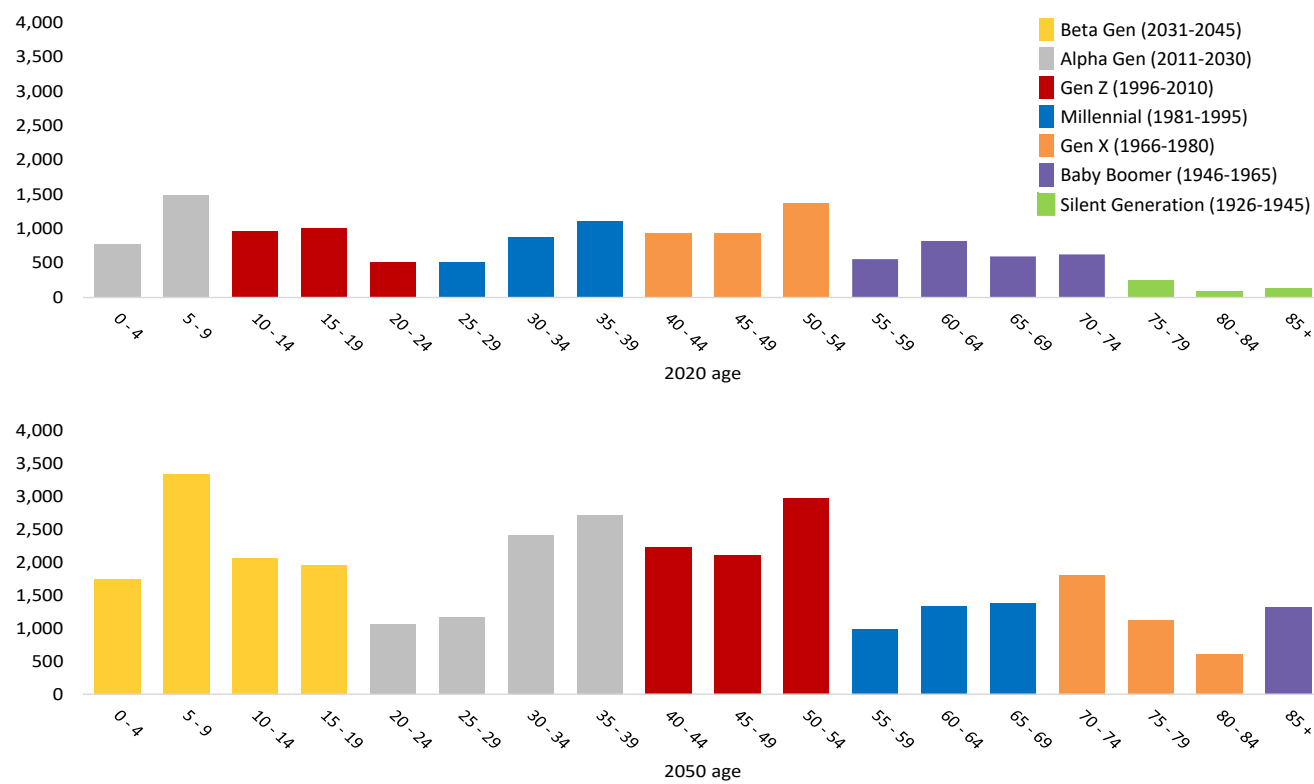
² Data received from the City of Celina.

Population by age in 2020. The age of residents also affects demand for arts activities. Figure G-7 illustrates the age distribution of Celina based on Collin County projections. The graph shows the population grouped according to widely recognized generations beginning with the Silent Generation (born between 1926 and 1945) to Gen Z (born between 1996 and 2010) and the Alpha Generation (born in 2011 and later years).

Population by age in 2050. Figure G-7 also presents the projected age distribution for Celina in 2050 based on Collin County projections. Note that Keen Independent shows a cohort of people who will be born between 2031 and 2045 as “Beta Gen” (name invented to follow the “Alpha Gen” generation now being born).

Celina’s population is projected to skew younger in 2050 compared to 2020. Given that in recent years, younger audiences have been attending performing arts events at higher rates,³ this demographic shift could present an opportunity for Celina. Programming events that are targeted for younger audiences may build a connection early and encourage more arts engagement later in life.

G-7. Celina population by age in 2020 and 2050 (based on Collin County projections)



Source: Texas Demographic Center, Keen Independent Research.

³ https://www.arts.gov/sites/default/files/US_Patterns_of_Arts_ParticipationRevised.pdf

Demand scenario. Keen Independent developed a demand scenario for Celina from the Texas Demographic Center population projections and national attendance data generated by the National Endowment for the Arts (NEA) 2017 Survey of Public Participation in the Arts (SPPA).

Key assumptions. These demand projections assume that the 2017 rates for arts participation do not change and that the national trends of age-specific rates of attendance are consistent with the Celina population. Although COVID-19 has had a major impact on arts attendance across the country, these projections assume that this is a temporary phenomenon.

Demand projections. Based on the Collin County projections (see Figure G-8), Keen Independent finds that unconstrained demand for Celina arts activities is predicted to increase by about 141 to 170 percent between 2020 and 2050. For example, demand for jazz music performances is projected to increase by 142 percent over the next 30 years.

The demand is “unconstrained” as it does not include any reductions or limitations of venues or their size. Figure G-8 summarizes projected percentage increases in unconstrained demand for arts events based on Collin County projections.

Please note the following:

- Demand change is at 0 percent for 2020, because that is the starting year from which change is measured from;
- These demand changes are based on pre-pandemic demand; and
- Projections reflect projected demand of the residents of Celina, not tourists.

Overall demand for all kinds of arts events in Celina is projected to increase substantially by 2050 due to several factors including the increasing, diverse population. The influx of new residents to Celina will bring more interests in arts and culture events, so it is advantageous for Celina to consider how to thoughtfully highlight the arts throughout the community.

G-8. Demand projections for arts events between 2020 and 2050 (based on Collin County projections)

	2020	2030	2040	2050
Jazz music	0 %	39 %	85 %	142 %
Latin, Spanish or salsa music	0	37	85	140
Classical music	0	43	95	160
Opera	0	46	105	170
Musical plays	0	40	89	147
Non-musical plays	0	40	92	150
Ballet	0	39	90	150
Dance (other than ballet)	0	34	80	142
Film	0	38	84	142
Art museums and galleries	0	38	86	141
Craft/visual art festivals	0	40	88	144
Outdoor festivals	0	40	88	144
Art exhibits	0	40	87	142
Live music performances	0	39	86	143

Source: Texas Demographic Center, Keen Independent Research.

Appendix H. Benchmark Cities

Keen Independent presents benchmark profiles of cities throughout the country that are instructive to the proposed Celina TX Arts and Culture Master Plan. Benchmark cities were selected based on most or all the following considerations:

- Population and/or population growth;
- Proximity to a metropolitan area;
- Downtown arts and cultural amenities;
- Public art program; and
- Arts and cultural identity.

Keen Independent developed benchmark profiles for the following cities:

- McKinney, Texas;
- Round Rock, Texas;
- Gilbert, Arizona; and
- Cary, North Carolina.

Benchmark profiles for each city include an overview of the following:

- City brand/identity;
- Downtown;
- Public art and program; and
- Performing arts.

Appendix I. Art in Public Places Analysis provides a more detailed discussion of public art policies.

Keen Independent additionally compiled information for relevant cities that do not qualify as benchmarks but have programs or qualities that Celina residents and stakeholders want the City to emulate. These relevant cities include:

- Denton, Texas; and
- Richmond, Texas.

McKinney, Texas

McKinney is located about 17 miles away from Celina and shares proximity to the Dallas-Fort Worth Metropolitan area. Many Celina residents and stakeholders identified McKinney as the city they travel to when performing, selling or supporting arts and culture. Its profile includes:

- Population: 208,146¹;
- Land area: 67.7 square miles; and
- Median household income: \$100,775.²



Downtown Square. McKinney’s Downtown Square is part of its larger Cultural District that includes the following arts and cultural amenities:

- McKinney Performing Arts Center;
- McKinney Art House, which offers art classes for all ages;
- Markers celebrating McKinney’s Black community and its history;
- Art galleries including The Cove and LAST Art Gallery;
- Heard-Craig Center for the Arts, an art museum and events space;
- Collin County History Museum; and
- Fire History Museum.

Public art and program. McKinney has a Silo Mural Project and a Monarchs of McKinney initiative that features monarch butterflies as sculpture, placemaking and wayfinding design elements. The McKinney Arts Commission advises City Council on how to distribute allocated funds for the arts. McKinney’s city website states a “commitment to cultural, aesthetic and economic vitality by integrating art into public places, civic infrastructure and development.”³ McKinney’s most recent Public Arts Master Plan was completed in 2013.⁴

Performing arts. In addition to the above listed performing arts venues, McKinney Repertory Theatre is the city’s official community theatre. It is supported in part by grants from the City of McKinney through the McKinney Arts Commission and the McKinney Community Development Corporation. A 501(c) (3) non-profit organization, it receives additional financial support through tax-deductible donations and corporate programs such as Amazon Smile, where percentages of each Amazon purchase goes towards the theatre.⁵

¹ “McKinney, Texas Population 2022.” *World Population Review*. (2022) Retrieved from: <https://worldpopulationreview.com/us-cities/mckinney-tx-population>

² “McKinney Demographics.” *Point2 Homes* (2022) Retrieved from: <https://www.point2homes.com/US/Neighborhood/TX/McKinney-Demographics.html>

³ “Public Art.” *McKinney, Texas* (2022) retrieved from: <https://www.mckinneytexas.org/1059/Public-Art>

⁴ The City of McKinney Public Arts Master Plan (2013) can be accessed here: <https://www.mckinneytexas.org/DocumentCenter/View/5790/PublicArtMasterPlan?bidId=>

⁵ McKinney Repertory Theatre, About (2021), Retrieved from <https://mckinneyrep.org/about>

Round Rock, Texas

Round Rock is part of the Austin-Round Rock-San Marcos metropolitan area and is about 19 miles from Austin. Its profile includes the following:

- Population: 123,384;⁶
- Land area: 36.2 square miles; and
- Average household income: \$101,648.⁷

Downtown. Downtown Round Rock includes dining, shopping and nightlife. The following is an overview of its arts and cultural amenities:

- Downtowner Gallery;
- Allen R. Baca Community Center;
- Round Rock Public Library;
- Music on Main, a free outdoor concert series; and
- Beaujolais Nights, a “global celebration in the name of wine.”⁸

Public art and public art program. Round Rock’s public art includes sculptures and murals by regional artists, as well as signal box mini murals and City Council Chamber gallery exhibits.⁹ Round Rock’s public art program was initiated by the Round Rock Arts Master Plan, which the City is currently updating.¹⁰ The City displays over 50 public sculptures on loan from regional artists for at least one year through a collaboration with the Texas Society of Sculptors. The City of Round Rock lists all of its arts and cultural groups, amenities and businesses on their website, found here: <https://www.roundrocktexas.gov/city-departments/arts-and-culture/arts-groups/>

Round Rock’s Chisholm Trail Crossing documents longhorn trade and travel routes through bronze sculptures by two Texas artists, Antonio Muñoz and Jim Thomas.

Performing arts. The city’s performing arts amenities include the following:

- Sam Bass Theatre for adults and youth;
- Round Rock Amphitheater;
- Centennial Plaza featuring a performance stage with lawn seating; and
- Central Texas Philharmonic.

These amenities offer space for local performers as well as touring acts.



⁶ “Cary, North Carolina Population 2022.” *World Population Review*. (2022) <https://worldpopulationreview.com/us-cities/cary-nc-population>

⁷ Ibid.

⁸ <https://downtownroundrocktexas.com/beaujolais-nights-returns-to-main-street-thursday-nov-17/>

⁹ <https://www.roundrocktexas.gov/city-departments/arts-and-culture/round-rock-city-council-chamber-gallery/>

¹⁰ For more information on Round Rock Creates, the initiative to update the City of Round Rock’s arts and culture master plan, see: <https://www.roundrocktexas.gov/city-departments/arts-and-culture/round-rock-creates/>

Gilbert, Arizona

Gilbert is in the Phoenix metropolitan area. It is one of the fastest-growing cities in the United States, going from 5,717 residents in 1980 to over 100,000 in 2000 and the city's population had nearly doubled at the time of the 2010 census. Gilbert's profile includes:

- Population: 285,756;¹¹
- Land area: 68.5 square miles; and
- Average household income: \$113,964¹²



Downtown. Downtown Gilbert is known as the Heritage District and features over 30 restaurants diverse shops. Its art and cultural amenities include:

- Art Intersection, a program for artists to deepen their practice with maker spaces and three galleries for exhibitions;
- Gallery 4, which invites viewers to engage in “personal reflection and conversation regarding social, environmental and cultural topics;”¹³
- Art Walk, a recurring market that showcases local artists;
- Gilbert Historic Museum;
- 9-11 Memorial;
- Hale Centre Theatre;
- Higley Center for the Performing Arts; and
- Tuscany Theatre.

Public art. Gilbert has a concentration of murals in the Heritage District, as well as the SanTan Village and Agritopia neighborhoods. The city has a prominent water tower with a changing light display.

Gilbert's Heritage District Redevelopment Plans have highlighted placemaking and public art development. The city organizes ad hoc arts committees as needed for specific projects and hosts Gilbert Art Map, a website highlighting artists, public art inspirations and locations of artworks that can be found here: <https://storymaps.arcgis.com/stories/f334975102c444a999402dd8fb33d8c1>.

Performing arts. Gilbert's Hale Center Theatre has 530 seats and describes itself as the longest continuously running, privately owned and operated theatre company in the country. Its focus is on providing “fun and affordable entertainment.”¹⁴ In addition to events at the above-mentioned theatres, Gilbert holds an annual concert series.

¹¹ Gilbert, Arizona Population 2023. Retrieved from <https://worldpopulationreview.com/us-cities/gilbert-az-population>

¹² Ibid.

¹³ <https://www.discovergilbert.com/artsculture/>

¹⁴ Hale Center Theatre, About Us (2022), Retrieved from https://www.haletheatrearizona.com/Online/default.asp?doWork::WScontent::loadArticle=Load&BOParam::WScontent::loadArticle::article_id=F530BE11-07EC-4693-94D9-E7843019555A&menu_id=1B7C3441-68E4-49A1-934D-9AF4CDE443B4

Cary, North Carolina

Town of Cary is part of the Raleigh-Durham-Cary metropolitan area and about 12 miles away from Raleigh. Its profile includes the following:

- Population: 182,619¹⁵
- Land area: 58.7 square miles
- Average household income: \$131,841¹⁶

Downtown. Downtown Cary Park includes the following arts and culture offerings:

- Children’s play space that features a large splash pad and interactive sculptures;
- Large event lawn and pavilion for events and performances;
- The Page-Walker Hotel, which includes an event space and an art museum that features local artists;
- Cary Lazy Days, an annual festival highlighting food trucks and local vendors;
- Games court; and
- Gardens featuring native plants.

Public art. The Town of Cary has a collection of outdoor sculptures and regularly posts RFQs/Calls for Artists to contribute public art. Cary’s Public Art Master Plan, adopted in January 2013, emphasizes art and culture as marking civic and community identity, social gathering places and parks and greenways. The plan can be accessed here: <https://www.carync.gov/recreation-enjoyment/arts-culture/public-art-galleries/public-art/public-art-master-plan>.¹⁷

Children and teens play an active role in Cary’s arts and cultural offerings. The city has the following programs and amenities focused on children and teens:

- Teens Docent program features teen docents leading tours of downtown Cary;
- Youth Theatre is “for the kids, by the kids,” meaning that youth is involved in all aspects of theatre production; and,
- New Downtown Cary Park, which opens in 2023, uses art to shape children’s play spaces.



¹⁵ “Cary, North Carolina Population 2022.” *World Population Review*. (2022) <https://worldpopulationreview.com/us-cities/cary-nc-population>

¹⁶ Ibid.

¹⁷ Public art is also discussed in The Cary 2040 Community Plan (2017), which can be accessed here: http://dig.abclocal.go.com/wtvd/docs/Cary_CPMD_FINAL_compressed2.pdf

Performing arts. The city’s performing arts venues include the following:

The Cary Arts Center is a multi-use space with the following amenities and offerings:

- 431-seat theatre for events and performances;
- Visual, performing and ceramic arts classes;
- Gallery exhibitions;
- Room rentals for public meetings; and
- Theatre rentals for community theatre and dance recitals.

The Cary Theatre is a historical movie theatre for film and events. The building was once Cary’s first indoor movie theatre. The Town of Cary purchased the 7,000 square foot property in 2011 and renovated it into a multi-use facility with a focus on digital arts, including film and youth and amateur theatre and music.

Koka Booth Amphitheater is a 7,000-seat amphitheater that is owned and operated by the Town of Cary that presents national touring shows and is the summer home to the NC Symphony Summerfest Series.

Other Cities of Note

The following section offers an overview of cities that stakeholders referenced during interviews. These cities feature aspects for Celina to draw inspiration from when developing arts and culture:

Denton, Texas. Several participants in the study mentioned that they travel to Denton to either perform, sell or patronize art and culture. Denton’s profile includes the following information:

- Population: 148,146;¹⁸
- Land area: 87.9 square miles; and
- Median household income: \$65,168.¹⁹



Downtown. Denton’s Downtown Square includes the following arts and cultural amenities:

- A Creative Art Studio, an art studio and shop;
- Armadillo Art Gallery;
- Campus Theatre, a facility for theatrical productions, concerts and film festivals;
- Denton County African American Museum;
- Denton County Courthouse-on-the-Square Museum;
- Painting with a Twist;
- Patterson-Appleton Arts Center, which features two art galleries, art studio, dance rehearsal hall and sculpture garden; and,
- The UNT CoLab, an events, exhibition and retail space.

Public art program. Denton established a Public Art Policy in 2007 and a Public Art Committee in 2013. The city’s most recent Public Art Master Plan was completed in 2016. Funding for public art includes the city’s operating budget, Hotel Occupancy Tax (HOT), revenues and through tax abatements to developers, fundraisers organized by the Public Art Committee and by individual contributors.²⁰ Denton focuses on supporting local artists and its artistic heritage. Its Public Art Policy has the goal of “[celebrating] Denton’s cultural heritage and diversity by encouraging collaboration between artists and community.”²¹

The City of Denton’s Public Art Master Plan was approved in 2016 and can be accessed here: <https://www.cityofdenton.com/DocumentCenter/View/1560/Resolution-2016-024-Public-Art-Master-Plan-PDF>

¹⁸ United States Census. Denton City, Texas. Accessed: <https://www.census.gov/quickfacts/fact/table/dentoncitytexas/LND110210>

¹⁹ Ibid.

²⁰ “Public Art Committee.” *City of Denton, Texas*. (2022) Retrieved from: <https://www.cityofdenton.com/506/Public-Art-Committee> .

²¹ Ibid.

Richmond, Texas. Several participants in the study mentioned Richmond as an example of a city with arts and cultural programming with appeal to a broad audience, including young professionals and families without children.

Richmond's profile includes the following information:

- Population: 11,612;²²
- Land area: 4.1 square miles; and
- Median household income: \$67,437.²³



Downtown. Historic Downtown Richmond hosts art festivals and family friendly arts and cultural activities.

Art in the Bend. Richmond hosts an art festival several times per year to feature local artists and musicians. Vendors register with the city to participate. The program runs a Facebook group to advertise the festival dates and participation process.

Motor Madness. Richmond has been hosting an event showcasing cars alongside local artists since 2016. The event includes artisan vendors, youth art projects, plein air painters, artists doing live demonstrations, vendor shopping, live music and sidewalk art.

Community events calendar. The City of Richmond Texas hosts a community events calendar that highlights arts and culture. It can be accessed here:

<https://www.richmondtx.gov/Home/Components/Calendar/Event/8012/313>

²² Richmond, Texas Population 2023, Retrieved from <https://worldpopulationreview.com/us-cities/richmond-tx-population>

²³ Ibid.

Appendix I. Art in Public Places Policy Analysis

This appendix surveys best practices for art in public places policies. In March 2020, the City of Celina (herein “City”) passed the Fine Arts Board and Public Art Program Ordinance. This ordinance granted the Fine Arts Board with power and duty to advise Celina City Council and staff in “any matter pertaining to art”¹ by “approving and assisting the execution of” the following:

- Public art locations;
- A public arts master plan;
- Selection juries and process;
- Commission and placement of artworks;
- Curation of performance art; and
- Maintenance and removal of artworks.

Given that the inaugural Fine Arts Board (name recommended to be changed to the “Arts and Culture Board” and herein referred to as such in this document) was formed at the same time Keen Independent was engaged to design a Fine Arts Master Plan, the City of Celina has an opportunity to draw on best practices while activating their Board and developing their policy regarding art in public places. The study team created recommendations for developing this policy and supporting the Fine Arts Board based on community feedback and review of similar policies throughout the country including:

- Austin, TX Art in Public Places Program Ordinance (2021);
- Cary, NC Public Art Advisory Board Work Plan/ Goals (2017);
- Denton, TX Public Art Policy (2013);
- Golden, CO Art in Public Places Handbook (2022); and
- McKinney, TX Arts Commission Ordinance (2013).

Our recommendations are as follows:

Use industry standard and inclusive language. The 2020 ordinance establishes the Fine Arts Board and Public Art Program. The ordinance also references a public art master plan, which the City engaged Keen Independent in 2022 to develop as a Fine Arts Master Plan. The terms “fine art” and “public art” are not synonymous and evoke different meanings and associations for community members. The study team found that “arts and culture” is more accessible and inclusive to the Celina community than “fine art.”

Keen Independent recommends renaming the Fine Arts Board to the “Arts and Culture Board” and the master plan to “Celina TX Arts and Culture Master Plan” to facilitate consistency, clarity and accessibility.

Consider optional re-appointment for Board terms. It takes time to realize public art and cultural projects such as an event series, public art solicited through requests for proposals or building a collection for the City. The Fine Arts Board and Public Art Program Policy ordinance states that the Board will consist of seven members that are appointed by City Council for a term of two years with three members initially appointed

¹ “Fine Arts Board and Public Art Program” (March 2020) p. 3.

for a term of one year.² Given that the ordinance grants the Board extensive duties, it is valuable to consider whether one-to-two-year terms are sufficient for fulfilling these responsibilities. Introducing staggered terms further allows for continuity and sustainability of Board activities. An optional re-appointment would give participants the opportunity to carry projects to completion.

Other cities list their Board terms as follows:

- The Public Art Advisory Board of Cary, NC are appointed for three-year terms with the nine members serving on subcommittees to address select projects and duties.
- Though different than a Board, the members of the Arts Commission of McKinney, TX serve two-year staggered terms.

Clarify the Board’s decision-making power. The 2020 ordinance states that the “Board governs the City’s public art program.” This language grants the Board significant duties without clarifying how members can influence policy or the drafting of ordinances that will facilitate such actions as commissioning public art and identifying locations for installing artwork and cultural amenities. A survey of best practices in other cities show the following:

- **Cary, NC** Public Art Advisory Board makes recommendations regarding potential projects and assists staff in drafting public art ordinances. This language clarifies that City Council makes all final decisions with the Board providing input and participating in the process of drafting ordinances.
- **Austin, TX** Art in Public Places Ordinance identifies an Art in Public Places Panel that makes recommendations to the Arts Commission for review before the recommendation goes to the City Manager or Council as appropriate. Here, the City Manager or Council make final decisions.
- **Denton, TX** Public Art Policy states that the City Council shall establish and appoint a Public Art Committee that serves in an advisory capacity to the City Council.
- **Golden, CO** Art in Public Places Handbook indicates that artwork requires approval by the Public Art Commission prior to installation.
- **McKinney, TX** Arts Commission Ordinance indicates that commissioners report to and “act solely in an advisory capacity” to City Council.³

We recommend passing a new ordinance that names the Arts and Culture Board as leading Celina’s development of public art and cultural projects with Board members making recommendations to City Council, who then make the final decisions. In instances where the Board introduces a project to City Council and receives approval, Board members can make decisions as to who to commission for approved projects.

² Ibid.

³ “Arts Commission Ordinance” (October 1, 2023) retrieved from https://library.municode.com/tx/mckinney/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIBOCOCO_DIV2ARCO_S2-199DURE

Form subcommittees for specific duties and projects. In order to facilitate the Board’s efficacy and impact, the City should consider granting it the ability to form subcommittees. These subcommittees may feature a Board member as a chair and several members of the public to reflect relevant and diverse perspectives. Having an option to include a representative of the neighborhood in which the artwork is placed may help ensure that the artwork accurately reflects the culture of the community that it would be serving.

For instance, the nine members of the Public Art Advisory Board of Cary, NC also serve on subcommittees that focus on specific projects, such as neighborhood-specific public art, placemaking and cultural amenities related to a specific City department of service, such as the Fire department.

Introduce a clear and streamlined public art approval process. Once the City clarifies the decision-making abilities of the Arts and Culture Board, it is also necessary to create a public art approval process that is clear and streamlined. From Keen Independent’s experience, cities that have operated a Public Art Board or Arts Commission for years often turn to consultants to simplify their approval process, which becomes increasingly complicated over time. Celina has an opportunity to adopt best practices in this regard.

Keen Independent recommends introducing a line of approval that goes as follows:

- Arts and Culture Board proposes a project to City Council and receives approval to proceed;
- The Board works with an appropriate entity with jurisdiction over the proposed location for the artwork or cultural amenity;
- The Board involves the community throughout the planning and selection process; and
- In instances involving permanent art, the Board submits the final design to City Council for approval.

Consider a community review process for select projects. Public art often inspires passionate reactions as residents adjust to their changing landscape. Cities are more likely to encounter criticism after unveiling a new public artwork if there is a lack of transparency in the selection process. Community involvement in the selection and review process can build consensus for the specific project, as well as enthusiasm for arts and culture in Celina more broadly. While it may appear that a community review process slows progress, budgeting time and resources to involve and inform the community often saves the City resources in the long term. A review process that involves the community to increase local buy-in and representation can include:

- Requesting that the applicant create and/or implement a community outreach plan;
- Notifying neighboring community or business associations that may be affected by the artwork;
- Notifying the public in the local newspaper, on the city website and the arts commission website regarding project milestones;
- Implementing a community survey; or
- Other methods of providing a means for community input.

The cities of Cary, Denton, Golden and Austin have some form of community review process within their public art policies.

For example:

- **Denton’s Public Art Policy (2013)** includes a section titled “Community Involvement” and states that City Council “seeks to ensure citizen involvement through the establishment of the Public Art Committee and the review and approval of each public art project.”⁴
- **Golden’s Art in Public Places Handbook (2022)** outlines a process for forming a public jury that involves residents and community members to evaluate public artwork and projects.⁵

Require only one application process for each piece. Similarly to the above recommendation that draws on a review of public art policy challenges, requiring only one application process for each artwork or cultural amenity avoids added complexity and often makes the application more accessible to diverse applicants.

Introduce language that addresses support for local artists. Cities across the country have been updating their public art policies to state an intent to support local artists. Celina’s residents have expressed concern that local artists, makers and creatives will suffer as the City develops. At the same time, the community expresses enthusiasm for supporting the work of local artists, performers, musicians and creatives. Adding language that states an intent to commission and engage local artists will direct the City’s efforts and clarify the Board’s focus.

- **Denton, TX** Public Art Policy (2013) states a goal of: “promote a community environment that attracts artists to live and work, businesses to invest and locate, and residents to thrive.”⁶
- **Austin, TX** In 2021, Austin updated their Art in Public Places Policy (AIPP) Ordinance to include the following language:

*It is the stated intent of the AIPP Ordinance to commission local artists to increase the affordability of artists to live in Austin and support the growth of their public art careers, with an emphasis on equity. By commissioning artists capable of creating works of art in public places, the AIPP Program shall strive to stimulate the vitality and economy of the City and enhance Austin’s standing as a leader in the arts.*⁷

⁴ “Resolution no. R2013-021” (2013) retrieved from <https://www.cityofdenton.com/DocumentCenter/View/1564/Resolution-2013-021-Public-Art-Policy-PDF>

⁵ “Art in Public Places Handbook 2019 (Updated and revised 2022)” retrieved from <https://www.cityofgolden.net/media/ArtPublicPlacesHandbook.pdf>

⁶ “Resolution no. R2013-021” (2013) retrieved from <https://www.cityofdenton.com/DocumentCenter/View/1564/Resolution-2013-021-Public-Art-Policy-PDF>

⁷ “Art in Public Places Program Ordinance Guidelines” (March 15, 2021), p. 1, Retrieved from https://www.austintexas.gov/sites/default/files/files/EDD/AIPPOrdGuidelines_Rev2021.pdf.

Appendix J. Review of Funding Sources

Keen Independent reviewed the City of Celina’s existing funding structure for public art as outlined by the Fine Arts Board and Public Art Program Ordinance. This appendix includes recommendations based on this review, an analysis of nation-wide public art policies and community feedback gathered through the master planning process.

Existing Funding Sources

Approved in March 2020, the Fine Arts Board and Public Art Program Ordinance includes section 1.04.147, titled “Public art projects funding.”¹ This section states that public art projects and programs will be funded through the following methods:

- **Percent for art.** The City has designated up to one and a half (1.5%) percent of the Capital Improvement Project (CIP) funding for the acquisition of public art. This funding can be derived from Celina’s Capital Project Fund and may used for the following purposes:
 - Artist fees and artist travel and expenses related to City’s purchase of an art asset;
 - Artwork fabrication, storage and installation per contract;
 - Acquisition of existing works of art;
 - Required permits and insurance during fabrication and installation of artwork per contract;
 - Documentation and interpretive plaques; and
 - Project consultants and contracted services.
- **Grants or donations.** The City may receive grants or donations for commissioning permanent and temporary public art.
- **Other sources.** The City acknowledges the possibility of other sources of funding.
- **Annual budget rollover.** The ordinance states that the Fine Arts Board will have an annual budget for the Public Art Program and that any funds not expended at the conclusion of the fiscal year will roll over to the next fiscal year.

Recommendation

While the ordinance discusses several types of public art, including a performance program, the section on public art projects funding seems to exclusively pertain to visual art, such as murals, sculptures and placemaking.

Keen Independent recommends changing the language of the ordinance to be more inclusive of a public art program that may encompass performance and cultural amenities, such as a community center that offers art and music classes or a community theatre.

¹ Celina Fine Arts Board and Public Art Program Ordinance (March 2020) p. 5.

Recommendations for Additional Funding

The City had already identified its Economic Development Corporation (CDC) as a possible source of arts and culture funding. In addition to the CDC, Keen Independent proposes the following recommendations for additional sources of funding for public arts and cultural amenities.

Amend the Hotel Occupancy Tax to designate a percentage for arts and culture. The City has an opportunity to consider arts and cultural funding when developing its hotel occupancy tax. Dedicating a portion of a room tax to arts and culture is a widespread and successful practice. This type of tax can be amended and distributed in different ways.²

Consider the following when designating a percentage of a hotel occupancy tax to art and culture:

- The tax is not gathered from a City's taxpayers and voters, which makes it attractive to residents;
- The income stream from this tax varies year to year;
- When managed properly, this tax provides meaningful support to local arts and culture; and
- Obtaining a portion of a local hotel tax requires a strong argument that the arts contribute to local tourism.

Given that a successful designation of this tax requires proof that local arts and culture drive tourism, Keen Independent recommends developing arts and culture in a way that supports local artists, performers, makers and creatives while also attracting tourists. This can include becoming the destination for a weekend Wheat Festival that features art, music, performance and the culinary arts.

Develop a community foundation that includes arts and culture fundraising. The ordinance states that the Board has the power and duty to "identify collaborations and sources of funding,"³ yet the Board members cannot fundraise or accept money themselves. A community foundation with a focus on arts and cultural fundraising would offer the City an additional source of funding.

- **Definition.** A community foundation is a public charity that focuses on supporting a geographical area, primarily by facilitating and pooling donations used to address community need and support local nonprofits.⁴ Common areas of support include education and human services, as well as arts and culture.
- **Grantmaking programs.** Community foundation grantmaking programs include donor-advised funds, endowments, scholarships, field-of-interest funds, giving circles and others. Individuals, families, businesses and government grants can fund a community foundation.

² Randy Cohen, "Hotel-Motel Taxes for the Arts" in *Americans for the Arts* (1995) retrieved from <https://www.americansforthearts.org/by-program/reports-and-data/legislation-policy/naappd/hotel-motel-taxes-for-the-arts>

³ Celina Fine Arts Board and Public Art Program Ordinance (March 2020) p. 5.

⁴ "What is a community foundation?" (2023) Retrieved from <https://www.fidelitycharitable.org/guidance/philanthropy/community-foundations.html>

- **Types of funds.** Grantmaking programs are supported by donations designated for immediate distribution and income from the foundation’s endowed funds. About five percent of the community foundation’s endowments are disbursed to fulfill the fund’s purpose.⁵ These include:
 - **Designated funds** are used to support one or more specific charities;
 - **Field of interest funds** are used for particular issues, such as arts and culture;
 - **Scholarship funds** are used to support students’ education; and
 - **Unrestricted funds** are used to meet a community’s unexpected needs.
- **Process.** Starting a foundation includes the following steps:⁶
 - **Preformation planning:** Identify foundation goals and how it will be managed;
 - **Formation:** Choose the form of the foundation according to state law; and
 - **IRS Recognition:** submit IRS FORM 1023, “Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code”.⁷
- **Management.** There are about 700 community foundations operating in the United States today. Some of these foundations are operated by professional staff, a board of directors or a group of volunteers.⁸

Keen Independent recommends that the City forms a community foundation with a field of interest in arts and culture as well as other relevant categories pertaining to Celina’s success. It is recommended that the board or subcommittee managing the community foundation’s arts and culture fund includes at least one City Council member and one to two members of the Arts and Culture Board, along with other appropriate community representatives.

Form an Arts Commission only when the City is ready. Keen Independent recommends that the City forms a non-profit arts commission only when this organization would have the following:

- A clear and well-defined mission that is distinctive from the Arts and Culture Board;
- Ability to access and allocate funding from a variety of sources;
- Representation of the full diversity of Celina’s residents; and
- Potential to serve as a central hub for arts and culture.

This future Arts Commission would likely take the place of the community foundation in being a major non-profit supporter of local arts and culture.

⁵ Ibid.

⁶ For more information on the process of starting a foundation, see: <https://cof.org/content/starting-foundation>

⁷ For more information on this step in the process, please see: <https://www.irs.gov/charities-non-profits/types-of-tax-exempt-organizations>

⁸ Ibid.

Recommend grants to Celina-area creatives. Non-profit organizations and individual Celina-area artists, performers, makers and creatives can take advantage of the following foundations offering grants for arts and cultural projects:

- Texas Commission on the Arts;
- Moody Foundation;
- National Endowment for the Arts (NEA);
- Andrew W. Mellon Foundation; and
- Other granting foundations.

Encourage Celina-area arts and cultural organizations to utilize corporate matching programs. There are many employers that offer a matching gift program for their employees. In these types of programs, for every dollar an employee donates to a nonprofit organization, the employer would match a portion of those dollars to multiply the value of the employee's donation. Most often, these matching donations are 1:1, or one dollar donated by the company for every dollar the employee donates. These programs may also have minimum donation requirements and they may only match up to a certain amount.

The following corporations match charitable donations to Celina-area non-profits:

- AT&T;
- Bank of America;
- ExxonMobil Foundation;
- The Coca-Cola Foundation;
- The Texas Instruments Foundation;
- Walmart Foundation;
- The Boeing Company; and
- Others.



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Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Anthony Satarino, Strategic Services Director
CC: Karla Stovall, Interim City Manager
Date: September 12, 2023
Re: Establishment of Pilot Public Art Selection Process

Action Requested:

Consider and act upon establishing a pilot public art selection process and selecting a Councilmember to the selection panel. (Satarino)

Background Information:

Staff is proposing a pilot program for public art procurement. Staff met with several surrounding cities to determine a consistent process that ensures future public art projects are community-driven and supported prior to Council consideration. This pilot program was reviewed by the Arts and Culture Board in August, who made suggestions. Edits were made by Staff. Attached is a diagram outlining the proposed pilot process that Staff intends to use for the first project, which is the mural for Fire Station No. 3. As part of the pilot process, Staff recommends Council choose a Council Member to be a part of the selection panel and contribute to the selection process. This pilot process will be evaluated by Staff to ultimately determine recommendations of the final process that will be brought to City Council for consideration.

Legal Review:

N/A

Supporting Documents:

1. DRAFT Public Art Selection Process

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends Council approve the pilot selection process for public art and appoint a City Council Member to the upcoming pilot Selection Panel.

Celina Public Art Selection Process

PILOT

***Public Art Selection Panel:**

1. Arts & Culture Board Member
 2. Arts & Culture Board Member
 3. Arts & Culture Board Member
 4. Related City Staff Member (applicable to the project)
 5. Celina resident at-large
- Council Member (ex officio)

***Name Finalist(s):**

Goal is to narrow down to one finalist for City Council Workshop. Process will allow for two if necessary.

Council Approval

Name Public Art Selection Panel*
Arts & Culture Board

Review of Artists' Submissions and Narrow to recommended 4-6 Semi-Finalists
Selection Panel

Name recommended 3 Finalists to Create Concept Drawings
Selection Panel

Name Finalist(s)†
Selection Panel

Recommendation to City Council
City Staff

Call to Artists
City Staff

Video Interview up to 5 Semi-Finalists
Selection Panel

Artists Present Concepts to Arts & Culture Board in an Open Forum **
Semi-Final Artists

City Council Workshop Presentation of Finalist(s)
City Staff

Notes:

- Staff Liaison to the Arts & Culture Board will oversee this selection process.
- Communication with the artists will only be done through Purchasing to ensure consistency in the process and relayed information.
- Staff Liaison to the Arts & Culture Board will present at City Council Workshop and Meeting.
- Arts & Culture Board and Public Art Selection Panel are encouraged to attend City Council Workshop and Meeting.
- Process is expected to take 4-6 months.

****Open Forum**

Artists will present to the Arts & Culture Board in a publicized open forum to receive public input before narrowing finalist(s) to be presented at City Council Workshop for feedback.



Life Connected.



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Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Anthony Satarino, Strategic Services Director
CC: Karla Stovall, Interim City Manager
Date: September 12, 2023
Re: Neighborhood Integrity Program - Bluewood HOA 2023

Action Requested:

Consider and act to authorize the Interim City Manager to execute an Agreement by and between the City of Celina and the Bluewood of Celina Homeowner Association for a Neighborhood Integrity Grant. (Satarino)

Background Information:

The City of Celina's Neighborhood Integrity Program (NIP) provides grants to support Celina neighborhood groups in initiatives for the public benefit. The City has adopted the Neighborhood Integrity Program Guidelines to provide grants for beautification of publicly visible, dedicated common areas and the Homeowner Association has submitted a complete application for a grant under the Guidelines. The program seeks creative and sustainable projects that enhance the physical and aesthetic conditions of the City's neighborhoods, increase the City's unique identity, and/or increase the quality of life for its residents.

Legal Review:

The Agreement has been reviewed by the City Attorney.

Supporting Documents:

1. 2023 - BLUEWOOD NIP Agreement Final - SIGNED BW Council

Financial Consideration:

The HOA represents that it will spend at least \$40,000 on improvements.

The City will contribute an amount not to exceed \$25,000 towards the cost of improvements.

Staff Recommendation:

Staff recommends approval.

NEIGHBORHOOD INTEGRITY PROGRAM GRANT AGREEMENT

Grant Recipient: Bluewood of Celina Homeowner Association (hereinafter called "Homeowner Association")

This Neighborhood Integrity Program Grant Agreement ("Agreement") is made by and among the City of Celina, Texas (the "City") and Homeowner Association (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

WITNESSETH:

WHEREAS, Homeowner Association is the owner in possession of the real property described in **Exhibit "A"** (the "Property"), generally located within the Bluewood of Celina Subdivision, Celina, Texas; and

WHEREAS, the City has adopted the Neighborhood Integrity Program Guidelines (as they may be subsequently amended, the "Guidelines") to provide grants for beautification of publicly visible, dedicated common areas, and the Homeowner Association has submitted a complete application for a grant under the Guidelines; and

WHEREAS, the Homeowner Association has advised the City that a contributing factor that would induce the Homeowner Association to undertake the beautification project is to receive a grant as set forth in this Agreement; and

WHEREAS, Homeowner Association shall complete the beautification improvements set forth and described in **Exhibit "B"** (the "Improvements"); and

WHEREAS, the City desires to encourage new and expanded business enterprises within the City that will add employment opportunities, property tax base and generate additional sales tax and other revenue for the City by facilitating beautification projects for common area amenities; and

WHEREAS, the City has adopted programs for promoting neighborhood integrity, and this Agreement and the grant incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide grants and loans to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, in accordance with Chapter 380 of the Texas Local Government Code, the City has the authority to establish and provide for the administration of one or more programs, including programs for making grants of public money and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the City has determined that making a grant to the Homeowner Association in accordance with this Agreement is in accordance with the City's Neighborhood Integrity Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote neighborhood revitalization in the City; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Agreement" is defined in the introductory paragraph.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"City" shall have the meaning ascribed in the Recitals above.

"City Grant" shall mean a neighborhood revitalization grant to pay for or defray a portion of the final verified costs to design and construct the Improvements not to exceed twenty-five thousand and no/100 dollars (\$25,000.00), to be paid as set forth herein.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Improvements, as the case may be; (ii) all necessary permits for the construction of the Improvements, as the case may be, have been issued by the applicable governmental authorities; and (iii) construction and/or installation of the Improvements has commenced.

"Completion of Construction" shall mean that (i) construction and/or installation of the Improvements have been substantially completed, (ii) the City has inspected and approved the Improvements, and (iii) the City has issued a final certificate of occupancy for the Property, if applicable.

"Effective Date" shall mean the date that authorized representatives of all of the Parties have signed this Agreement.

“Expenditure Information” shall have the meaning ascribed in Section 3.2(b).

“Expiration Date” shall mean the date that all Parties have fully satisfied their respective obligations herein.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns, or work stoppages.

“Guidelines” is defined in the Recitals.

“Homeowner Association” shall have the meaning ascribed at the top of page 1.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Homeowner Association or any property owned by the Homeowner Association or any of its affiliates or related entities.

“Improvements” shall have the meaning ascribed in the Recitals above.

“Party” and “Parties” are defined in the introductory paragraph.

“Payment Request” means a complete written request from the Homeowner Association to the City for payment of the City Grant, accompanied by copies of invoices, bills, receipts and such other Expenditure Information as may reasonably be requested by the City, reflecting the final, actual costs incurred and paid by the Homeowner Association for the design and construction of the Improvements.

“Property” shall have the meaning ascribed in the Recitals above.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the City and the Homeowner Association.

Article II

Term

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III

Projects

3.1

(a) Facility Construction Timeframe. The Homeowner Association shall design and construct, or cause the Improvements to be designed and constructed, in accordance with this Agreement. Homeowner Association shall, subject to events of Force Majeure, cause Commencement of Construction of the Improvements to occur not later than January 1, 2024 and subject to events of Force Majeure, cause Completion of Construction of the Improvements to occur not later than twelve (12) months after the Commencement of Construction.

(b) Construction of the Improvements. The Homeowner Association shall submit and use diligent, good faith efforts to obtain from the City approval of a site plan, elevations and/or landscaping plan as required by the City for the Improvements not later than ninety (90) days after the Effective Date. The Improvements shall be constructed and operated in accordance with any site plan, building/structure elevations, and landscape plan approved by the City. Homeowner Association agrees that materials and finish-out used for the Improvements shall be substantially similar to the description and/or depiction in **Exhibit “B”**. Homeowner Association agrees that construction and/or installation shall be in conformance with the most recently adopted building codes of the City and that permits will be acquired, if required by City ordinance, before Commencement of Construction. The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Homeowner Association represents that it will spend at least \$40,000 on the Improvements.

(c) Permit Fees. If Homeowner Association is required to obtain a City permit and then timely applies for a permit for the Improvements that conform to the requirements of paragraph 3.1(b) above, the City will waive the permit fees normally charged by the City.

3.2 Improvements Project.

(a) Cost Participation. The City agrees to contribute to the final, verified actual costs of the installation and/or construction of the Improvements through the payment of the City Grant. The payment of the City Grant shall be paid not later than thirty (30) days after the date of the last of the following events to occur: (i) City’s receipt and approval of the Payment Request, which must show at least \$40,000 in total costs on the Improvements; (ii) Completion of Construction of the Improvements; (iii) the date of issuance of a final certificate of occupancy by the City for the Improvements, if applicable, and (iv) verification by the City of the final, actual costs incurred and paid by the Homeowner Association for the installation and construction of the Improvements.

(b) Improvement Cost Verification. Following Completion of Construction of the Improvements, but not later than thirty (30) days after Completion of Construction of the Improvements, Homeowner Association shall submit to the City the Payment Request accompanied by the receipts, records, and invoices for the payment of the costs to design and construct the Improvements, and such other records as the City may reasonably request to verify such the final actual costs are at least \$40,000 (“Expenditure Information”). The City shall verify

the Expenditure Information within thirty (30) days after receipt thereof and if a Payment Request is incomplete or if other information is necessary to approve a Payment Request, City shall notify Homeowner Association, and Homeowner Association shall promptly supply any missing or necessary additional information necessary to verify the Expenditure Information.

3.3 Non-Alteration of Improvements. Homeowner Association shall not alter the Improvements within one (1) year after the date the City's building and code inspectors have confirmed in writing that the Improvements comply with all plans, approvals, and permits issued in connection with the Improvements.

3.4 Maintenance of Improvements. Maintenance of Improvements shall be the sole responsibility of the Homeowner Association. Homeowner Association shall, at Homeowner Association's sole cost and expense, maintain all Improvements in the same or better condition existing as of the Completion of Construction for a minimum of five (5) years.

3.5 Repair of Partial Damage to Improvements. The Homeowner Association shall commence the repair of any partial damage to any Improvements within sixty (60) days after the damage and complete such repairs within one hundred and twenty (120) days after the damage for a minimum of five (5) years following Completion of Construction.

3.6 Replacement of Improvements. Homeowner Association shall commence the replacement of any Improvements that are totally destroyed within ninety (90) days after the destruction and shall complete such replacement within one hundred and eighty (180) days after the destruction for a minimum of five (5) years following Completion of Construction.

3.7 Insurance. During the five (5) year period following Completion of Construction, Homeowner Association shall maintain casualty insurance covering the full replacement cost of all Improvements and shall provide insurance certificates evidencing such coverage to the City within thirty (30) days after request by the City.

Article IV Conditions to Grant Payments

4.1 The obligation of the City to pay the City Grant hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by the Homeowner Association, plus each of the terms and conditions set forth below:

(a) Payment Request. Homeowner Association shall have timely provided the City with the Payment Request, which includes the Expenditure Information. The City is entitled to verify the Expenditure Information before the City Grant is paid.

(b) Good Standing. Homeowner Association shall not have an uncured breach of this Agreement or a Related Agreement.

(c) Certificate of Occupancy. Homeowner Association shall have timely received a Certificate of Occupancy for the Improvements, if required by City ordinance.

(d) Expenditure Information. Homeowner Association timely submits the Expenditure Information to the City and the City verifies that Homeowner Association incurred costs of at least \$40,000 in installing and/or constructing the Improvements.

Article V

Termination, Remedies. and Recapture

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of all the Parties;
- (b) by the City, if the Homeowner Association defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) By the City, if any Impositions owed to the City or the State of Texas by the Homeowner Association shall have become delinquent (provided, however, the Homeowner Association retains the right to timely and properly protest and contest any such Impositions);
- (d) by the City, if the Homeowner Association suffers an event of Bankruptcy or Insolvency;
- (e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
- (f) by the City immediately if the Homeowner Association files any false documentation relating to the Expenditure Information submitted to verify the amount of any Payment Request;
- (g) by the City, if any applicable permits required for the Improvements and issued by the City are revoked or expire, and Homeowner Association fails to make reasonable efforts to obtain new permits, as determined by the City and such default is not cured by Homeowner Association within thirty (30) days after written notice thereof; or
- (h) by the City immediately upon the filing by Homeowners Association of any lawsuit against the City.

5.2 Offsets. If, and only if, Homeowner Association is in default under this Agreement beyond any applicable notice and cure periods, the City may, at their option, but upon prior written notice to Homeowner Association, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from the Homeowner Association, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due the City has been reduced to judgment by a court. If the City exercises this right of offset, the City shall provide Homeowner Association with a detailed accounting of funds setting forth: (i) the amounts due under this Agreement, (ii) what portion of those amounts due under this Agreement were used to pay other debts due and payable to the City, and (iii) what other debts were paid and in what

amounts.

5.3 City Remedy for Homeowner Association's Deviation in the Improvements. Any deviation in the Improvements without the prior written consent of the City may, in the City's sole discretion, result in the forfeiture by the Homeowner Association of the City Grant and in such event the City shall have the right to terminate this Agreement by written notice to the Homeowner Association and neither Party hereto shall have any further rights or obligations under this Agreement except for those that expressly survive the termination of this Agreement.

5.4 City Remedy for Homeowner Association's Alteration of the Improvements. If Homeowner Association alters any Improvements within one (1) year after the date the City's building and code inspectors have confirmed in writing that the Improvements comply with all plans, approvals and building permits issued in connection with the Improvements, without the prior written consent of the City, the Homeowner Association shall repay to the City all or a portion of the City Grant as determined by the City in the City's sole discretion, within thirty (30) days after written demand by the City. In the event the Homeowner Association fails to timely pay the sum demanded by the City pursuant to this Section 5.4, the Homeowner Association shall be in breach of this Agreement and the City shall have the right, without further demand or notice to the Homeowner Association, to exercise any and/or all rights and/or remedies available to the City pursuant to the laws of the State of Texas including, without limitation, institution of a suit in a court of competent jurisdiction, to collect such sum.

5.5 City Remedy for Homeowner Association's Failure to Maintain, Repair or Replace Improvements. If Homeowner Association fails to timely comply with the Homeowner Association's covenants to maintain, repair and/or replace improvements completed as part of the Improvements as more fully set forth in Sections 3.4, 3.5 or 3.6 of this Agreement, the Homeowner Association shall repay to the City all or a portion of the City Grant as determined by the City in the City's sole discretion, within thirty (30) days after written demand by the City. In the event the Homeowner Association fails to timely pay the sum demanded by the City pursuant to this Section 5.5, the Homeowner Association shall be in breach of this Agreement and the City shall have the right, without further demand or notice to the Homeowner Association, to exercise any and/or all rights and/or remedies available to the City pursuant to the laws of the State of Texas including, without limitation, institution of a suit in a court of competent jurisdiction, to collect such sum.

5.6 City's Additional Remedies. In addition to the remedies set forth in Sections 5.1, 5.2, 5.3, 5.4 and 5.5 above, in the event of a Homeowner Association default, the City shall have the right to terminate this Agreement by written notice to the Homeowner Association in which event neither Party hereto shall have any further rights or obligations hereunder except for those that expressly survive the termination of this Agreement and the City shall further have the right to exercise any and/or all other rights and remedies available to the City under this Agreement and/or pursuant to the laws of the State of Texas, provided, however, the City shall not be entitled to the recovery of consequential, punitive, exemplary or speculative damages.

5.7 Homeowner Association Remedy. Upon the occurrence of a City default, the Homeowner Association shall not have the right to terminate this Agreement. The City and the

Homeowner Association acknowledge and agree that this Agreement is not a contract for goods or services and the City's immunity from suit is not waived pursuant to Subchapter I of Chapter 271, V.T.C.A., Local Government Code, as amended. Alternatively, if and only in the event a court of competent jurisdiction determines the City's immunity from suit is waived under Subchapter I of Chapter 271, V.T.C.A., Local Government Code, the Parties hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

- (i) the total amount of damages, if any, awarded against the City shall be limited to actual damages in an amount not to exceed the amount of the City Grant;
- (ii) the recovery of damages against the City shall not include consequential, punitive, exemplary, or speculative damages;
- (iii) the Homeowner Association shall not recover attorney's fees; and
- (iii) the Homeowner Association shall not be entitled to specific performance or injunctive relief against the City.

5.8 Survival. All terms, provisions, agreements, covenants, conditions, obligations, rights and remedies of each Party pursuant to this Article V shall expressly survive the expiration or termination of this Agreement.

Article VI Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto; provided, however the right of the Homeowner Association to receive the City Grant shall be personal to the Homeowner Association and shall not transfer to the Homeowner Association's successors and assigns unless expressly agreed to in writing signed by both the Parties and such successor/assignee.

6.2 Limitation on Liability. Except for the City's obligations to pay the City Grant as set forth in this Agreement, the City, and its past, present, and future officers, employees, contractors and agents assume no responsibilities or liabilities to Homeowner Association, or any third parties in connection with the Improvements and/or the Property, and Homeowner Association hereby waives any and all claims against the City for any injury to persons or damage to property in connection therewith. Homeowner Association acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees or agents of the City, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the parties that Homeowner Association, in satisfying the conditions of this Agreement, has acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

Attn: City Manager
City of Celina, Texas
142 N. Ohio Street
Celina, Texas 75009

If intended for Homeowner Association, to:
Bluewood Homeowners Association

14951 Dallas Parkway Suite 600

Dallas, TX 75254

6.6 Entire Agreement. This Agreement is the entire Agreement among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement among the Parties that in any manner relates to the subject matter of this Agreement, except a Related Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin or Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and

enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all other Parties.

6.12 Recitals. The recitals to this Agreement are incorporated herein.

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 Consents and Approvals. Unless stated otherwise in this Agreement, whenever a Party is required to consent to or approve of the action of another Party pursuant to Agreement, such consent or approval shall not be unreasonably withheld, denied, or delayed.

6.16 Employment of Undocumented Workers. During the term of this Agreement, the Homeowner Association agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Homeowner Association shall repay the City Grant herein and any other funds received by the Homeowner Association from the City as of the date of such violation within 120 days after the date the Homeowner Association is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Homeowner Association is not liable for a violation of this Section by a subsidiary, affiliate, or franchisees of the Homeowner Association or by a person or entity with whom the Homeowner Association contracts.

EXECUTED on this 30th day of August, 2023.

CITY OF CELINA, TEXAS

By: _____
Karla Stovall, Interim City Manager

**BLUEWOOD OF CELINA HOMEOWNER
ASSOCIATION**

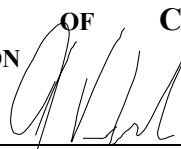
By:  _____
Print Name: Julie Villarreal
Title: Community Association Manager

EXHIBIT "A"
Property Description

**BEING ALL OF BLOCK C, LOT 5X OF THE BLUEWOOD OF CELINA PHASE 1
ADDITION IN THE REAL ESTATE PROPERTY RECORDS OF COLLIN COUNTY
2017-745**



EXHIBIT "B"

DETAILED DESCRIPTION AND/OR DEPICTION OF IMPROVEMENTS



Bluewood Neighborhood Park

JULY 2023

Westwood

Phase 1

1. Decomposed Granite – Compacted
2. Limestone Block Seating
3. Artificial Turf – Bermed Play Area



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City Secretary's Office
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Lauren Vaughns, City Secretary
CC: Karla Stovall, Interim City Manager
Date: September 12, 2023
Re: Boards, Commissions, Committees, and Corporation Appointments

Action Requested:

Consider and act upon appointments to fill terms on the following boards, commissions, committees, and corporations: Arts and Culture Board, Board of Adjustments, Community Development Corporation / Parks and Recreation Board, Downtown Commission, Economic Development Corporation, Keep Celina Beautiful Board, Library Board, Planning and Zoning Commission, Special Events Advisory Committee. (Vaughns)

Background Information:

On Saturday, August 19, 2023, the City Council conducted interviews with applicants to fill terms on all City Boards, Commissions, Committees, and Corporations.

Legal Review:

N/A

Supporting Documents:

1. attachment for council_091223 meeting

Financial Consideration:

N/A

Staff Recommendation:

N/A

PRELIMINARY BOARD/COMMISSION/COMMITTEE/CORPORATION APPOINTMENTS - 2023

Board of Adjustments

Daniel Chavez
Eric Oberlin
John “Jack” Hastings

Community Development Corporation / Parks & Recreation Board

Debra Davis
Rebecca Barton

Downtown Commission

Hugh “Steven” Morris II
Kim Wickliffe
Andreas Terrazas

Economic Development Corporation

Sandra Martinez
Matthew Featherston
Bill Webber
Juan Martinez

Arts and Culture Board

Tawnia King
Jack Washington
Victoria Lovinggood

Library Board

Daryl Meyer
Corinne Weaver
Aaron Zapata

Planning & Zoning Commission

Russell Boswell
Michael Dawson

Special Events Advisory Committee

Amanda Bowmer
Jeremy Page
Julissa Porcher
Michelle Reeves
Lisa Whiteside

Keep Celina Beautiful

Allison Volpe
Imelda Everett
Linda Hunter
Beth Liszewski
Janie Grumbles (CAHA)
Melissa Green (Garden Club)



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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, Interim City Manager
Date: September 12, 2023
Re: Adopting and Approving the Budget for the Fiscal Year 2023-2024

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year 2023-2024 beginning October 1, 2023 and ending September 30, 2024 and making appropriations for each department, project, and account and providing for expenditures of funds. (Bromiley)

Background Information:

The FY 2023-2024 Proposed Budget was presented to City Council on July 31, 2023 and returned to City Council on August 8, 2023, and September 12, 2023. A notice of public hearing on the Proposed Budget was published in the Celina Record on August 21, 2023 and a public hearing for the Proposed Budget was held on September 12, 2023 at 5:00 p.m. preceding the adoption of the FY 2024 budget.

Legal Review:

N/A

Supporting Documents:

1. City of Celina FY 2023-24 Proposed Budget
2. FY 2023-2024 Budget Ordinance

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

2023-2024

PROPOSED ANNUAL BUDGET



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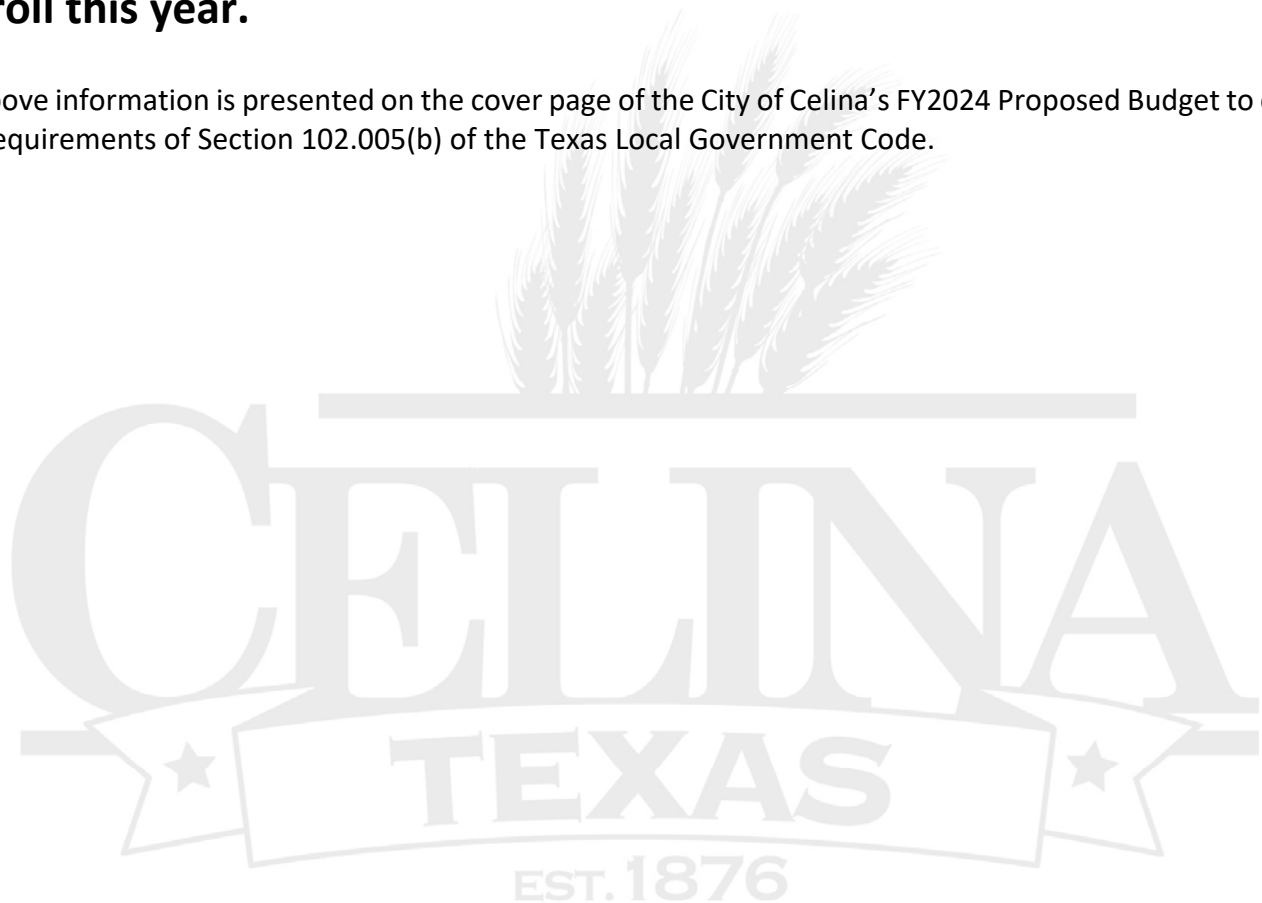
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FY 2023-2024 PROPOSED BUDGET AND FINANCIAL PLAN

This budget will raise more total property taxes than last year's budget by \$9,535,166 which is a 42.00 percent increase, and of that amount \$5,603,248 is tax revenue to be raised from new property added to the tax roll this year.

The above information is presented on the cover page of the City of Celina's FY2024 Proposed Budget to comply with requirements of Section 102.005(b) of the Texas Local Government Code.



Tax Rate	FY 2022-23 Adopted	FY 2023-24 Proposed
Property Tax Rate	\$ 0.634759	\$ 0.612154
No-New-Revenue Tax Rate	\$ 0.548349	\$ 0.519067
No-New-Revenue M&O Rate	\$ 0.360099	\$ 0.305197
Voter-Approval Tax Rate	\$ 0.634759	\$ 0.612154
Debt Rate	\$ 0.262057	\$ 0.296276

The total amount of municipal debt obligations secured by property taxes for the City of Celina is \$355,130,000.

HB 1495: Lobby Reporting/Budgeting

The 86th Legislature passed HB 1495 to increase the transparency of local government lobbying. In accordance with Section 104.0045 of the Texas Local Government Code as amended by HB 1495 – Itemization of Certain Expenditures Required in Certain Political Subdivision Budgets- expense line items for public notices and lobbying efforts are provided below:

	FY 2022-23 Adopted	FY 2022-23 Amended	FY 2022-23 Estimated	FY 2023-24 Proposed
Lobbying Services	\$ 3,208	\$ 3,208	\$ 3,208	\$ 3,652
Public Notices	\$ 17,100	\$ 17,100	\$ 17,100	\$ 16,600

City Manager's Office:

Karla Stovall, Interim City Manager

Kimberly Brawner, Assistant City Manager

Prepared By:

Robin Bromiley, MSA, CGFO, Director of Finance

Dan Galizia, CGFO, Budget Manager

A special thanks to the Marketing Department for the cover, Strategic Services for the Strategic Plan, the City Manager's Office for review and support, and all departments for their hard work on preparing the budget.

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Life Connected.

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Mayor and City Council



Ryan Tubbs
Mayor



Jay Pierce
Mayor Pro Tem, Place 2



Wendie Wigginton
Deputy Mayor Pro Tem, Place 4



Philip Ferguson
Place 1



Andy Hopkins
Place 3



Mindy Koehne
Place 5



Tony Griggs
Place 6



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Celina Fast Facts

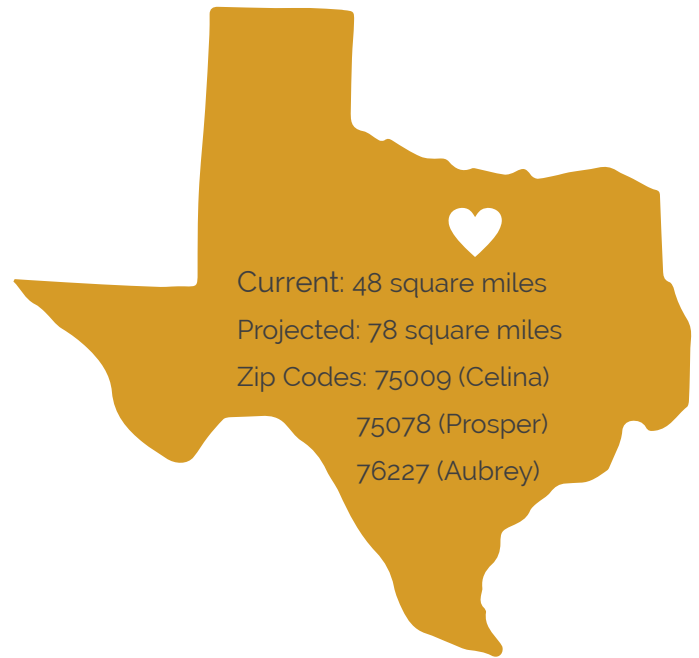
Updated May 2023



Population

	City Limits	Service Area
Population 2023	34,776	43,126
Population 2027	72,096	84,373

Trade Area: 135,933 (10 mile)
2022 Single Family Permits: 1,650
Buildout Population: 380,000



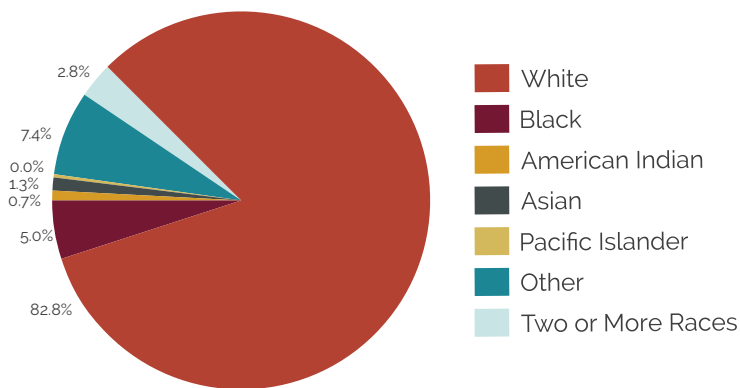
Demographics

Median Age: 37

Education

48% Bachelor's/Grad/Prof Degree
28% Some College
20% High School Graduate

Median Household Income: \$126,474
Average Home Value: \$576,960



Education

Celina ISD: 1 high school, 1 middle school, and 3 elementary schools
Prosper ISD (in Celina): 3 elementary schools
Collin College: Celina Campus (open August 2021)



Transportation

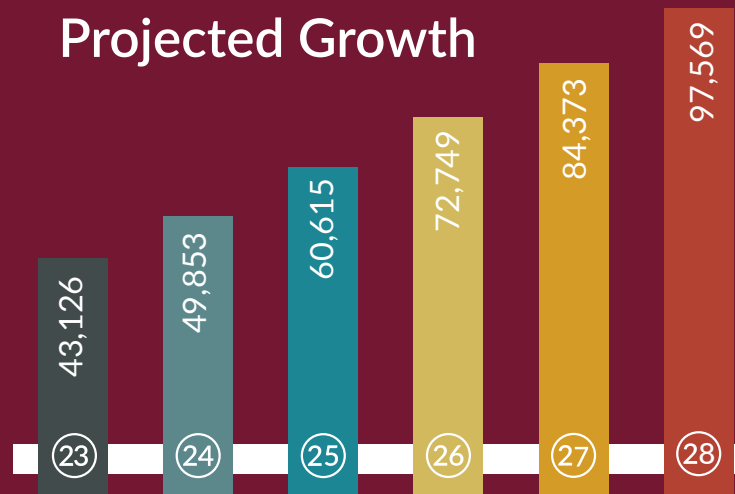
Airports

Dallas Love Field Airport – 38.6 Miles/45 Min
DFW Airport – 37.4 Miles/45 Min

Major Highways

N/S: Dallas North Tollway, US 289, FM 1385, FM 2478
E/W: FM 428, FM 455, Outer Loop (Open from Huddleston - Custer)

Projected Growth





Life Connected.

WHAT DOES “LIFE CONNECTED” MEAN?

Celina is literally wired for connectivity with highspeed fiber but also encourages personal connections through interconnected trails, open patios, and a thriving City square. Businesses and communities are built on these connections.

Celina brings people together.

BUSINESS SPOTLIGHT VIDEOS

Business Spotlight videos are produced to introduce Celina's small businesses to our community, providing free advertisement opportunities on our Youtube channel and in the monthly Life Connected newsletter

LIFEINCELINATX.COM

Our lifestyle website features sections for Live, Work, Play and Learn activities around Celina.

LIFE IN CELINA PODCAST

The official community podcast of Celina. On every episode, we celebrate and share the stories behind the amazing people, businesses, and groups that make Celina Home.

THE CITY OF CELINA CORE VALUES



Life Connected.

INTEGRITY

- We do the right thing at all times
- We are committed to building and maintaining credibility and trust both internally and externally
- We are accountable in our words and actions
- We question that which may be inconsistent with our Core Values

COMMUNITY

- We are a unified body and work as a team
- When we disagree, we resolve it according to our Core Values
- We value and respect all employees and our customers
- We foster a culture that includes understanding, support, balance and a sense of humor
- We embrace openness, diversity and inclusion

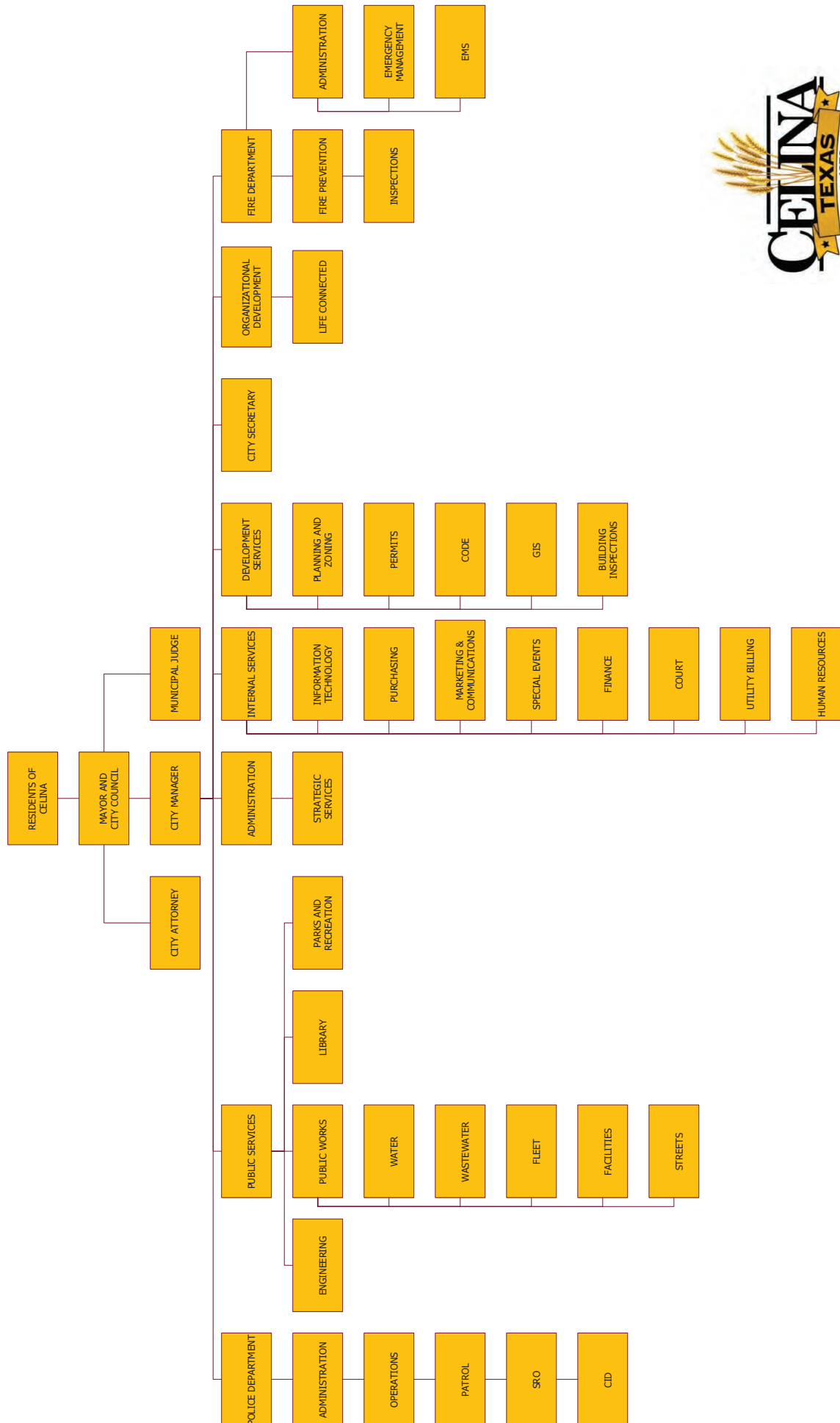
EXCELLENCE

- We always do our best
- We embrace innovation and efficiency while remaining good stewards of City resources
- We are accountable and take pride in our work
- We seek opportunities to learn and expand our professional horizons

SERVICE

- We are selfless public servants and believe in helping other
- We treat everyone the way we wish to be treated
- We are caring and empathetic in all we do
- We work to deliver excellent service to all we encounter

Organizational Chart



Life Connected.



Life Connected.

City of Celina Flywheel



EXCELLENCE ★ COMMUNITY ★ INTEGRITY ★ SERVICE

Manager's Message

July 31, 2023

Honorable Mayor and Members of the City Council:

I am very pleased to present the Proposed Fiscal Year 2023-2024 (FY 24) budget for the City of Celina for your review. This budget, which begins October 1, 2023, is given to you in accordance with the laws of the State of Texas and the City of Celina Charter. The proposed 2023-2024 budget, as presented, is balanced for all funds and grants the opportunity to continue providing an exceptional array of services to the residents of Celina and those who visit here. The provisions within this budget are based on the guiding principles established and confirmed in the City's Strategic Plan, Comprehensive Plan, and Core Values.

As we look toward the endless possibilities for the City of Celina in the upcoming fiscal year, it helps to recall the successes we enjoyed and the strides we made during the previous fiscal year. Ever since the *Dallas Business Journal* recognized Celina as the Fastest Growing City in North Texas (based on population growth from 2016-2020), we have continued to experience high growth on every front.

With unprecedented population expansion, the ability to provide adequate public safety to our residents is essential and remains a highest priority. Construction of the Law Enforcement Center on Coit Road and Fire Station #3 on FM 1385 are well underway, and sites for future police and fire stations have been purchased and carefully planned so that these critical services stay ahead of the growth. Another imperative component for a growing City is healthcare. Methodist Health System is now building its \$200 million hospital campus at the corner of Dallas North Tollway and FM 428, and Scottish Rite for Children is designing a facility for their 76 acres of land near the intersection of Dallas Parkway and Punk Carter Parkway. With the opening of the Dallas Parkway expansion (future Dallas North Tollway) to the Collin/Grayson County line, this area is quickly becoming the newest healthcare corridor in North Texas.

Over the past year, the retail giants Costco and HEB have made significant land acquisitions, setting off a burst of commercial development activities along Preston Road. The announcement of their presence has sparked great interest from national chains. This activity has undoubtedly reshaped the retail landscape of Celina. Despite the emergence of these major players, the cherished small business community remains a vibrant and integral part of life in Celina. The Forge 1912, Mangiamo's Italian Market, and The Wick, will be among the newest additions to our Downtown. As commercial development progresses, numerous businesses are opening nearby, including Browning Showroom and A1 Locksmith, Legacy Bagels, Swig, 7Eleven, and The



Life Connected.

Manager's Message

Silos, among others. Notably, the community's commitment to supporting local entrepreneurs hasn't wavered, and there is a welcoming atmosphere for even more businesses to thrive.

Our younger residents and their educators experienced greater opportunities to excel with the opening of Celina I.S.D.'s new Moore Middle School that welcomed students last Fall. The new Martin Elementary School is slated to open in August. Also, a benefit from the cherished relationship between Celina and our schools, construction recently began at the historic Bobcat Field Complex for our new Ralph O'Dell Senior Center. This amenity will be the first of several projects at the crown of the upcoming linear park to be built along Doe Branch.

Critical infrastructure projects continued in Downtown and throughout the City, per the Strategic Plan that was initially adopted by the City in May 2022. Much needed roadways, such as the Frontier Parkway expansion and desperately needed changes to Parvin Road continue. Necessary downtown drainage and parking solutions will afford downtown residents and guests some of the finest upgrades since the square was built in 1911. By adhering to the recently updated Strategic Plan, the City can focus fiscal decisions on actionable items that will impact our residents and visitors all over this community for generations to come.

The Budget Overview, City Fund Summary, and Fund Budgets that follow this letter will provide an overview of revenue and expenditure budgets for FY 2024 and the financial impact comparison to the previous fiscal year.

The same true spirit of Celina that pioneered our past will, undoubtedly, forge our future. This document ensures that every decision about the City be made through the lens of rightful actions, honesty, transparency, and mindfulness for our future success. We are leading a great City and will continue to achieve great things, together, in FY 2024.

Respectfully submitted,

Karla Stovall

Karla Stovall
Interim City Manager



Life Connected.

Strategic Plan

Our mission is to preserve our agricultural heritage and flourish as a close-knit, ever-growing Celina family during the explosive and planned growth of our City. We will provide a unique and extraordinary quality of life complemented by a significant array of high-tech and desirable businesses, agritourism assets, unique destinations, and connections.

Strategic Plan Goals

1. Be the Life Connected. City

Living a Life Connected. is not just our tagline, it's our mission that extends into every decision made. Life Connected. touches on the social and physical aspects of connectivity. Objectives within this Strategic Plan goal touch upon quality of life enhancements that aim to keep residents invested long-term.

2. Be the Unique City

Celina is known for its small town charm, and nothing exhibits this better than our historic Downtown. This Strategic Plan goal seeks to preserve Celina's unique heritage through fortifying and expanding Downtown. Celina carries these unique attributes to other planning efforts around the City and infusing its agricultural past into City projects. Furthermore, this Strategic Plan goal seeks to embrace future residents through tradition and heritage efforts that share our story.

3. Be the City of the Future, Connected to its Past

How does Celina maintain its unique qualities while experiencing exponential population growth? This Strategic Plan goal seeks to connect current and future residents to Celina's unique past. Objectives in this Strategic Plan goal include recommending future projects that reflect Celina's unique culture.

4. Be the City Built on Public Safety

Safety and security are two of the most basic human needs, and one of the biggest drivers of quality of life in cities. Public safety and emergency services are a strength, and we intend to fortify them.



Life Connected.

Strategic Plan

5. Be the City of Servant Leaders

This goal speaks to our organizational culture to attract and retain the right employees in the right role, who are motivated to serve the community. The philosophy of Servant Leadership puts the needs and growth of others first.

6. Be the City of Innovative Infrastructure

Infrastructure innovation is a necessity in a high-growth city. With limited resources and a high demand for new infrastructure, a creative approach is required when addressing funding mechanisms. This Strategic Plan goal speaks to adopting innovative infrastructure policies and projects that ensures a sustainable path for growth.

7. Be the City of Small Business

Small business is one of our biggest strengths and opportunities. It represents the heart of our community, and we recognize its importance to our quality of life and economic development. Objectives in this Strategic Plan goal include adopting policies, codes, and ordinances that cultivate the right environment for small businesses to thrive.

8. Be the City that Shares Our Story

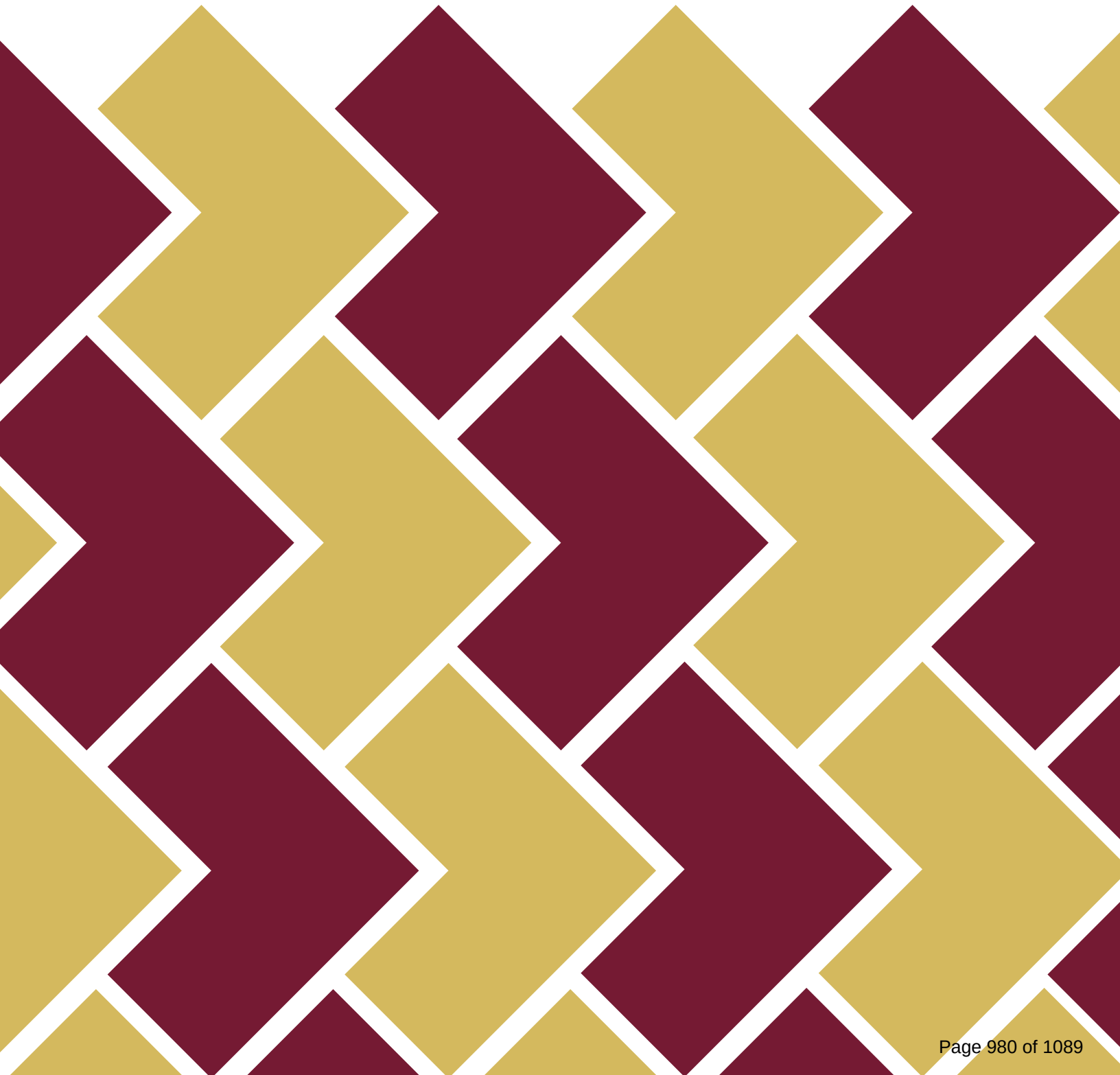
As a City, we want to share our story through what we say, what we publish, the improvements we construct, and the things we do. We want to share what we are working on, the great things happening, and who we are as a City. By infusing these communication strategies through each Strategic Plan goal, we will successfully communicate the stories, efforts, events, and information that matters to residents.



Life Connected.

Fiscal Year 2023 - 2024

Budget Summary





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www.celina-tx.gov

Budget Overview

Budget Process

Budget Development

The annual operating budget for the City of Celina is the conclusion of many hours of work that continues through the year until the adoption of both the tax rate and proposed budget in September. The City Manager, Executive Team, department directors, and staff work together throughout the budget process regarding priorities by placing the needs of the community first and in line with the City Council's strategic plan and core values. A biennial citizen survey is conducted and used to update the strategic plan. Celina's core values are the foundation of the organization for which the departmental budgets are built and are as follows:

- Be **Service** focused
- Place the **Community** first
- Make ethical (**Integrity**) decisions
- Maximize efficiency through **Excellence**

The City of Celina's internal core value system stems from the philosophy of Servant Leadership and the belief that as public servants, all actions stem from the obligation to put the needs of the residents first and dedicate our decision making and actions to the ideal that City employees exist to serve the people. These Core Values represent our highest aspirations, our moral code, and what we are deeply passionate about.

All of this in tandem embodies "Life Connected." making a genuine connection from the City to all residents and businesses. Living "Life Connected." is how we as the City, bring life to our core values; ensuring every decision about the City is made through the lens of rightful actions, honesty, transparency, and mindfulness for our future success. These citizen surveys, strategic plans, and core values are designed to work in conjunction and are designed to serve as the foundation for each annual budget.

The City of Celina's mission is to preserve our agricultural heritage and flourish as a close-knit, ever-growing Celina family during the explosive and planned growth of our City. We will provide a unique and extraordinary quality of life complemented by a significant array of high-tech and desirable businesses, agritourism assets, unique destinations, and connections. In March 2023, to accomplish this mission, the City Council adopted its updated 2023-2025 Strategic Plan.

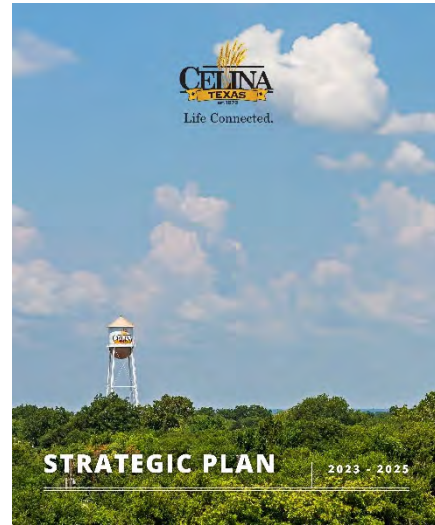


Life Connected.

Budget Overview

The eight strategic plan goals for 2023-2025 are:

- Be the **Life Connected.** City
- Be the **Unique** City
- Be the City of **the Future, Connected to its Past**
- Be the City **Built on Public Safety**
- Be the City of **Servant Leaders**
- Be the City of **Innovative Infrastructure**
- Be the City of **Small Business**
- Be the City that **Shares Our Story**



By adhering to the Strategic Plan, the City will focus fiscal decisions on actionable items that will impact the City.

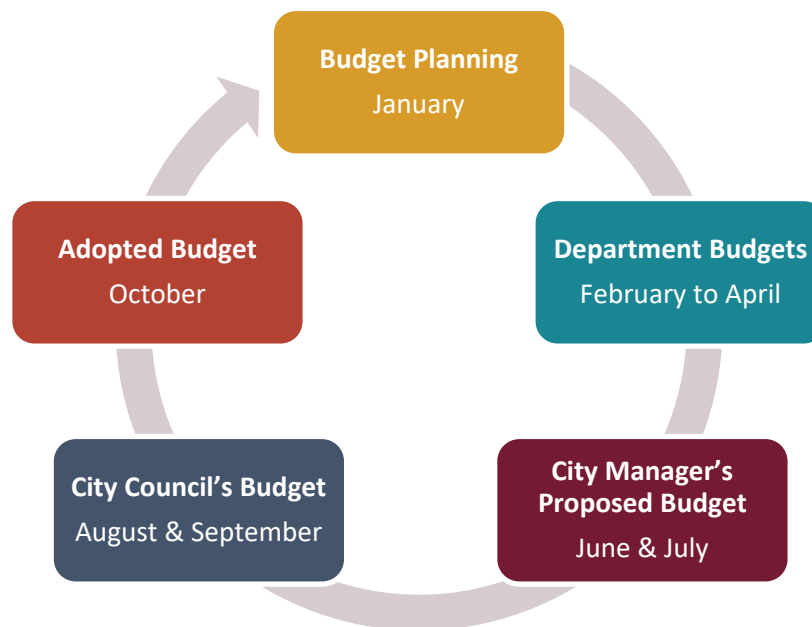
In April 2021, the Celina 2040 Comprehensive Plan was implemented. The Comprehensive Plan provides a framework for sustainable fiscal decisions to ensure the community vitality over time. Every financial decision made by the City will use this framework to ensure that each initiative will adhere to the needs of the residents.



Budget Overview

The City Manager and Executive Team review all budget requests for alignment with Council direction with reference to the City's Strategic and Comprehensive Plans. Collectively, these plans outline a path that will ensure that Celina maintains its rural and welcoming feel while facilitating new development and improvements in the right way.

Budget Schedule



The annual budget process begins in January each year. The budget calendar outlining key dates for the upcoming budget year as well as the budget manual outlining the important components that each department is responsible for is provided. The City of Celina utilizes a budget planning software provided by McLain Decision Support Systems called mBudget to help develop the upcoming year's budget and future planning years. The software provides the detail budget and helps directors to complete their end of year forecasts along with capital requests, new service level requests and new staffing request for the new fiscal year. In February, mBudget is opened for directors to begin formulating their budgets.

In January and February, the City Council work on an annual strategic plan and strategic goal update. The direction given by the strategic plan drives the budget process forward by providing goals and direction.



Budget Overview

The Strategic Plan in Envisio Software is reviewed and updated monthly to review and update objectives to track our progress. This monthly update serves as a reminder to department directors and the executive team of the vision that City Council has identified for the upcoming fiscal year.

In March and April, Finance provides up-to-date information and helps to answer questions as departments begin finalizing their budget requests. In April, preliminary budgets are submitted for review by the Executive Team. After budgets have been submitted, Finance completes a review of all revenues and expenditures for the new year and will adjust as needed. This process is completed by the end of May each year.

Budget Workshop with the Executive Team and each department is held in June. During workshop the financial position of the City is discussed as well as budget priorities for the upcoming year. Base budgets, capital and new staff requests for each department are assessed and adjustments are made in order to balance the budget. This workshop lends itself to each member of the executive team with the City Manager to take ownership of the City's overall budget.

Certified appraisals from both Collin and Denton Counties are submitted at the end of July and Finance formulates a final proposed operating budget that is balanced and is in conformity with the City's fund balance requirements.

At the beginning of August, the City Manager presents a proposed budget to the City Council in council workshop. In September, public hearings are held for the proposed budget and proposed tax rate to gather public feedback. The last step is the formal adoption of the tax rate and budget by ordinance during the September council meeting. Once adopted, the tax rate and budget go into effect October 1st for the start of the new fiscal year.

Budget modifications after adoption are done via budget transfer by the Finance Department to reallocate budget authority within a fund or authorized by City Council with a Budget Amendment to increase or decrease the budget authority of a fund.

Citizen Involvement

Citizens are encouraged to be involved in the budget process. The FY 2024 budget is brought before City Council on three occasions. The first is the City Manager's Proposed Budget Workshop on July 31st. During this special meeting the City Manager's Proposed Budget is presented to City Council in detail. The second is at the regular City Council Meeting in August where the no-new-



Life Connected.

Budget Overview

revenue and voter-approved tax rates are submitted to City Council. The third is at the regular City Council meeting in September when the tax rates and budget are adopted after a public hearing.

The City of Celina conducted Citizen Surveys in 2018, 2020, and 2022 to gauge the level of satisfaction with City services and identify areas for improvement. The areas identified for greatest improvement are the roads, water and sewer services, and providing parks and recreation opportunities.

Highlights of the 2022 Citizen Survey

- Celina residents experience a high quality of life.
- The economy is healthy in Celina, though residents point to the following areas for possible improvement.
 - Downtown Development
 - Professional Services
 - Shopping Opportunities
 - Transportation and Parking
 - Culture and Arts
- Parks and Recreation is an area of opportunity specifically to:
 - Recreation Centers or Facilities
 - Recreational Opportunities
 - Walking paths and trails
 - Fitness opportunities
- Safety is an asset in Celina.



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Budget Overview

Budget Calendar

01/25/23	City Manager and Directors receive Budget Calendar
01/30/23	Directors receive FY 2024 Budget Manual
02/06/23	Budget Kickoff - MBudget opened for Directors to update: --FY 2023 Estimates --FY 2024 Budget Year --FY 2025 Planning Year --FY 2026 Planning Year --FY 2027 Planning Year --FY 2028 Planning Year
04/10/23	All Budget Data (FYE estimates and budget years) to be completed by Directors in MBudget.
06/5/23 - 06/7/23	BUDGET WORKSHOP General Fund - City Manager and Directors – Management Team Open Discussion on Budgeted Priorities and Plans
06/12/23	BUDGET WORKSHOP - City Manager and Directors – Management Team Open Discussion on Budgeted Priorities and Plans
06/19/23 - 06/30/23	Internal Budget Meetings
07/25/23	Receive Certified Appraisal Rolls from Chief Appraiser §26.01(a)
07/31/23	Council Budget Work Session
08/08/23	Regular City Council Meeting – Submit no-new -revenue and voter-approval tax rates to City Council.
09/12/23	City Council Meeting · Hold Budget Hearing · Hold Tax Rate Hearing Adopt Budget and Tax Rate



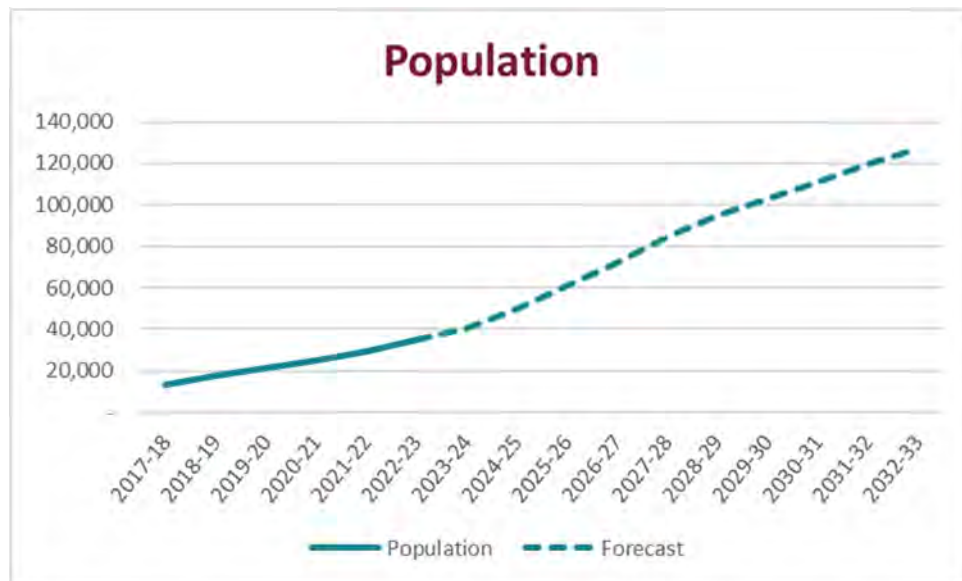
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Budget Overview

Population Growth

Celina has established a reputation for having high development standards that has drawn businesses and families to the area. This rapid and smart growth of the city brings forth certain unique characteristics that set it apart from other cities. At present, the primary source of revenue for the General Fund comes from building permit fees, followed by property taxes and sales taxes. As the City continues to expand, meeting the demands of its growing population necessitates the addition of staff each fiscal year. (Further details regarding Full-Time Equivalents - FTE - is discussed later in the Budget Overview.)

In response to the increasing demands of the population, Celina is actively engaged in designing, constructing, and planning numerous Capital Improvement projects. These projects encompass various areas, such as streets, parks, administrative buildings, water distribution systems, and wastewater treatment enhancements. These investments in infrastructure aim to support the City's growth and provide enhanced facilities and services to its residents and businesses for years to come.



Population History and Projection - City of Celina.



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Budget Overview

Financial Overview

Combined Budget Summary

The Combined Budget Summary is inclusive of the General Operating funds, Enterprise funds, Special Revenues funds, Governmental funds, Capital Improvements funds, and Component Units. The total proposed appropriations budget for all funds including the Capital Improvement Project funds and component units is \$195.52 million for FY 2023-24 and the total proposed revenues budget for all funding is \$135.0 million.

The Combined Budget Summary is in the section entitled City Fund Summary and shows a detailed look at revenues and expenditures by category. Each fund identified on this schedule shows beginning balances, revenues, and expenditures. Revenues are broken down by type and expenditures are broken down by category including General Government, Public Safety, Development Services and Engineering, Recreation and Culture, Public Services, Utilities, Debt Services, and Transfers Out.

The City of Celina utilizes a fiscally conservative strategy when projecting revenues and expenditures. Revenue and expenditure patterns are closely monitored so that adjustments can be made readily throughout the year with amendments going before the City Council for approval.

Total Combined Revenues

The City of Celina takes a stable approach when projecting revenues. Residential and commercial growth, along with economic expectations, are primary drivers in estimating revenues. In the past several years, the City of Celina has enjoyed a relatively stable upward revenue trend. This trend is caused by growth in population, property values, sales tax, and the development of residential communities. While monitoring changes in building permit fee revenues, the City still anticipates residential growth during the next several years, focus on the revenue structure for the future will shift more towards sales tax growth with commercial business.

The City of Celina is striving to diversify its revenues, expand the City tax base through economic expansion, maintain healthy financial reserves and hire and retain a top-quality workforce. The City strives to deliver services in a customer friendly, pro-business and pro-development manner.

The major Sources of revenue for the City of Celina are Ad Valorem Taxes, Sales Taxes, Licenses and Permits, and Rates, Fees, and Charges.



Life Connected.

Budget Overview

All sources of funding with the exception for the Capital Improvement Project fund (CIP) planned for FY 2023-24 is \$131.00 million an increase over the adopted FY 2022-23 revenue budget by \$38.92 million or 42.26%.

Revenue Sources for all Funds by Category

Sources of Funds	Adopted 2022-2023	Proposed 2023-2024	Change Year Over Year	% Change	% of Total
Ad Valorem Taxes	\$ 22,311,200	\$ 33,778,486	\$ 11,467,286	51.40%	25.78%
Sales Taxes	7,033,570	7,410,000	376,430	5.35%	5.66%
Franchise & Other Taxes	997,450	1,304,300	306,850	30.76%	1.00%
Licenses & Permits	10,025,000	12,575,000	2,550,000	25.44%	9.60%
Rates, Fees and Charges	44,347,275	58,584,540	14,237,265	32.10%	44.72%
Misc/Intergovernmental	2,335,850	4,259,693	1,923,843	82.36%	3.25%
Interest Income	518,950	4,681,350	4,162,400	802.08%	3.57%
Transfers In	4,515,896	8,409,626	3,893,730	86.22%	6.42%
Total Sources	\$ 92,085,191	\$ 131,002,995	\$ 38,917,804	42.26%	100.00%

Ad Valorem or property tax is a major revenue source for the City. It provides revenue for general government operations, debt payments, and TIRZ funds. This year, \$33,778,486 has been budgeted for all property tax collections including delinquents, penalties, and for payments to the tax increment reinvestment zones (TIRZ).

Sales tax revenue for all funds is expected to grow 5.35% over last year. A budget of \$7.41 million has been forecast for the upcoming year across all funds. Celina has enjoyed continued sales tax growth year over year. The original adopted sales tax budget for FY 2021-22 was \$4.37 million and FY 2022-23 was \$7.03 million. Sales tax revenue is net of all sales tax rebates and contractual agreements.

Rates, fees, and charges for service is the main source of revenue for the City and is proposed in FY 2024 at \$58.58 million and represents about 44.72% of the City's revenue. The increase in rates, fees, and charges over FY 2023 is \$14.24 million or about 32.10% and is largely attributed to growth in population resulting in increased use of services in the utilities.

A percentage of the proposed city-wide rates, fees and charges for service are budgeted for water and wastewater services representing \$34.57 million or 59.02% of the \$58.58 million proposed for FY 2024. Of the water and wastewater \$34.57 million, \$17.27 million or 29.48% comes from water sales, \$10.20 million or 17.41% for wastewater sales, \$5.51 million or 9.41% from water/wastewater connection fees, and an additional \$1.59 million or 2.72% from other services including meter and developer revenue.



Life Connected.

Budget Overview

In June 2022, the City created a new Enterprise fund from the Water/Wastewater Fund called the Solid Waste Fund. All revenues and expenditures for sales and services that were held in the Water/Wastewater Fund were transferred into the Solid Waste Fund. The Solid Waste Fund provides for the collection of solid waste and disposal along with recycling services and maintaining of the public rights-of-way in the City. Rates and fees for services are proposed at \$3,385,000 for the upcoming year. Other taxes and interest add \$280,000 to the total revenue for Solid Waste to \$3,665,000. Operational costs for contracted garbage and recycling services and maintaining of the rights-of way is budgeted at \$3,110,000.

Another major source of revenue originates from Licenses and Permits. These revenues are generated for services rendered and user fees charged for permits, construction inspection fees, fire/EMS and police fees, and other related services. Revenue of \$12,575,000 is proposed for FY 2023-24 which is an increase of \$2.55 million over the adopted FY 2022-23 budget.

Interest income is budgeted to increase by \$4.68 million or 802.08%. This is primarily due to recent debt issuances coincided with increased interest rates.

Transfers In are a part of the total sources of funds and is proposed at \$8,409,626. This number reflects one-time transfers for infrastructure improvements and reimbursement of in-kind services across the funds. The remaining revenue is attributable to other types of services and interest income. The transfers also include the funding for the vehicle equipment replacement funds for both the General Fund and the Water/Wastewater Fund.

Property Taxes

Property taxes are a revenue source for the General Fund and Debt Service Fund. Property taxes are the second largest revenue source of the City, behind rates, fees, and charges for services. They are largely considered a stable and inelastic revenue source.

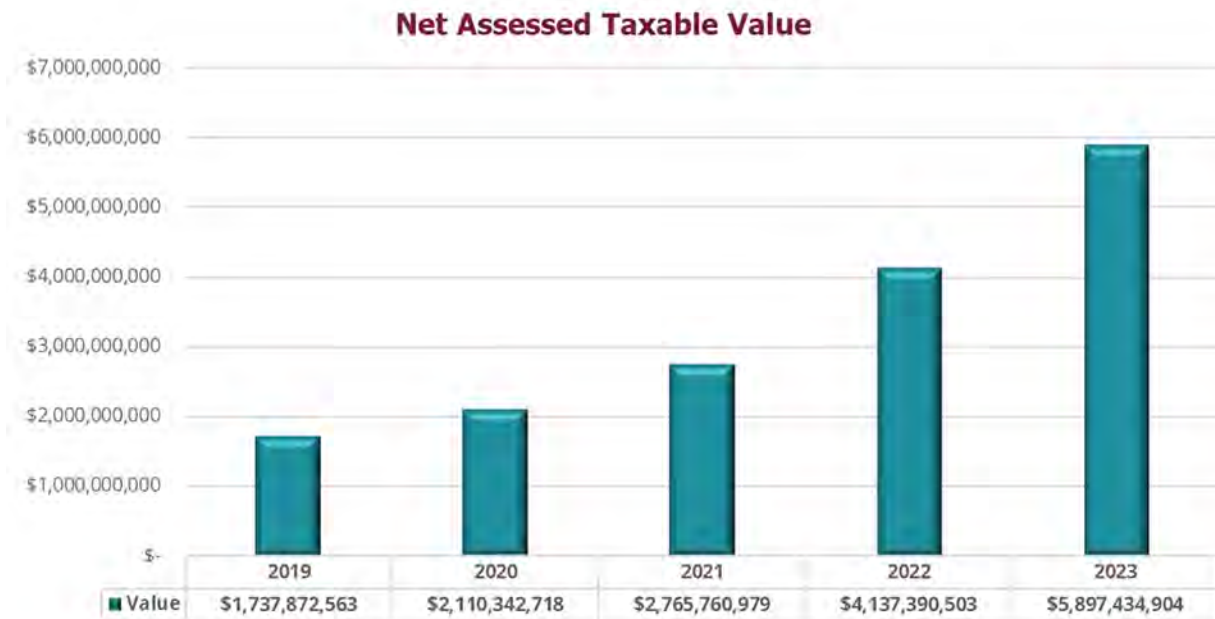
Property Values and Tax Levy

According to the Collin and Denton Central Appraisal Districts, the certified taxable value after the homesteads with tax ceiling is estimated with appraisal review board (ARB) approved is \$5,897,434,904. This value is 42.5% or \$1.760 billion more in assessed valuation than tax year 2022 adjusted taxable value (as of 07/20/2023). Of this increase, \$847 million is attributable to new taxable values added to the tax roll which includes improvements and personal property.



Life Connected.

Budget Overview



Historical taxable property values.

Property Tax Rate

The City will strive to maintain a tax rate that keeps level with other cities and towns while still providing adequate revenue to fund the needs of a rapidly growing community now and into the future. As the City grows so will the demands for service, the tax revenue will also need to increase due to the growing population and rooftops. This year, the City has proposed a tax rate of \$0.612154 to meet these objectives.

The proposed tax rate of \$0.612154, is a tax rate reduction from the FY 2022-23 tax rate of \$.634759. Of the total tax rate of \$0.612154, \$0.315878 or 51.60% is dedicated to maintenance and operation expenses of the municipal government and \$0.296276 or 48.40% is dedicated to general obligation debt service.

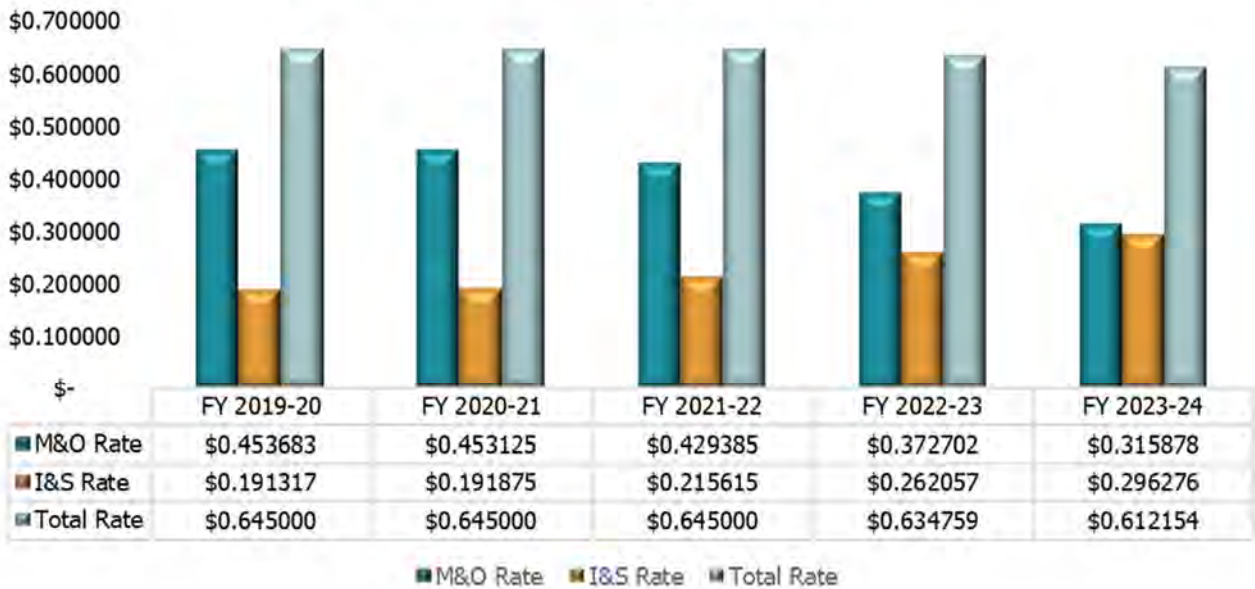
The average taxable single-family home value is \$512,151 as of July 2023. At a property tax rate of \$0.612154, the City tax paid on the average single-family home will be approximately \$3,135. For comparison purposes, a single-family home valued at \$100,000 will pay \$612.



Life Connected.

Budget Overview

Tax Rate History by Tax Year



Historical picture of the City's tax rate history for maintenance & operations and interest & sinking.

Legislative Impact on Property Tax

In the past, local governing bodies have had the autonomy to realize up to 8% of revenue growth from property taxes at their discretion. However, in 2021 Senate Bill 2 – Texas Property Tax Reform and Transparency Act from the 86th legislative session was implemented. Senate Bill 2 caps tax rate calculations and revenue growth at 3.5%. New taxable property added to the tax rolls is not included in the 3.5% cap. Citizens may vote to increase revenues above the 3.5% cap.

Celina's conservative revenue forecasts will help mitigate any negative impacts of the revenue cap to the City's operations; however, the City will have to pay close attention to revenue numbers in future years and determine when an election is necessary to keep up with demands for service and growth.

Sales Tax

Over the past five years, Celina has situated itself among the top cities in terms of smart growth. By focusing on high standards and master planning, Celina residents can rest assured that they live in a unique and beautiful community. Celina has established a presence in North Texas and has now gained the attention of commercial developers. Sales tax revenue will continue to increase as commercial development begins matching the pace of Celina's population growth.



Life Connected.

Budget Overview

The sales tax rate for the City is 2.0% of which, half is allocated to the General Fund (1%), a quarter allocated to the Community Development Corporation (CDC) (0.5%), and a quarter is allocated to the Economic Development Corporation (EDC) (0.5%).

In October 2019, the State of Texas implemented a new regulation mandating online retailers to levy an 8.0% sales tax on sales made through online marketplaces. This change had a notable effect during the pandemic, as it led to an increase in revenue generated from sales tax for Celina. Unlike many other cities, Celina experienced a unique situation during the pandemic where the City did not suffer a decline in sales tax revenues due to the closure of big box retailers and commercial establishments. The reason behind this was the City's ability to collect sales tax from online sales without facing the negative impact of failing businesses. With new regulation and the continued addition of many new businesses, the City has experienced rapid growth in sales tax revenues. The charts below depicts City wide sales tax revenue that is net of any incentive agreements.

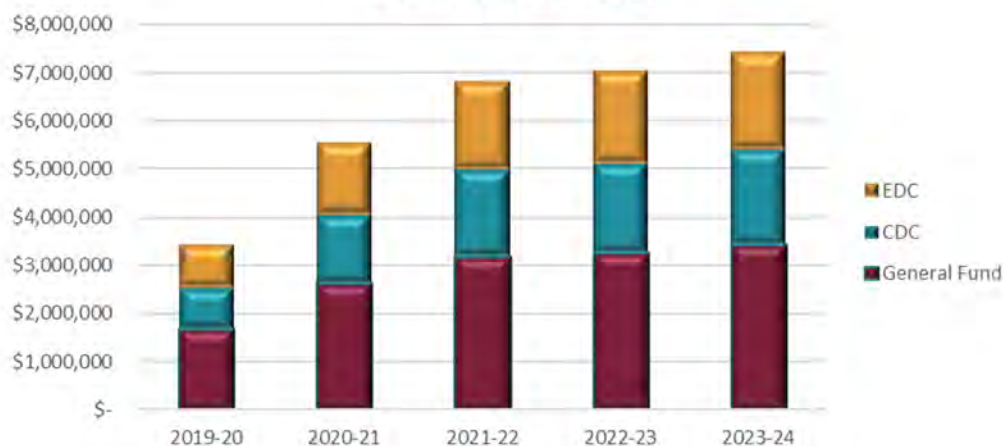
Sales Tax 5-Year History

Fiscal Year	General Fund	CDC	EDC	Total
2023-24 ¹	\$ 4,042,500	\$ 2,021,250	\$ 2,021,250	\$ 8,085,000
2022-23 ²	3,850,000	1,925,000	1,925,000	7,700,000
2021-22	3,666,062	1,833,031	1,833,031	7,332,124
2020-21	2,930,969	1,465,484	1,465,484	5,861,937
2019-20	1,814,794	907,396	907,396	3,629,586

1 – Budget

2 – Estimate

Sales Tax History



Life Connected.

Budget Overview

Licenses and Permits

License and permits constitute one of the primary sources of revenue for the City, making it the largest contributor to the General Fund. However, in FY 2021-22, the City experienced a decline in permits issued due to supply chain disruptions affecting building materials early in the year. Additionally, an increase in interest rates toward the year's end cooled down the housing market.

Despite these challenges, Celina's overall revenues have been steadily increasing, aligning with the growth in population and the escalating demands for services. As commercial development continues to expand, recurring sales tax revenues are expected to rise, providing greater flexibility in budget allocations. This shift will gradually reduce the City's reliance one-time permitting revenues.

Looking ahead, the revenue outlook for fiscal year 2024 appears promising, indicating positive prospects for the City's financial position and ability to meet its future needs.



Building Permits Issued for Single Family Residential (SFR) by Fiscal Year.



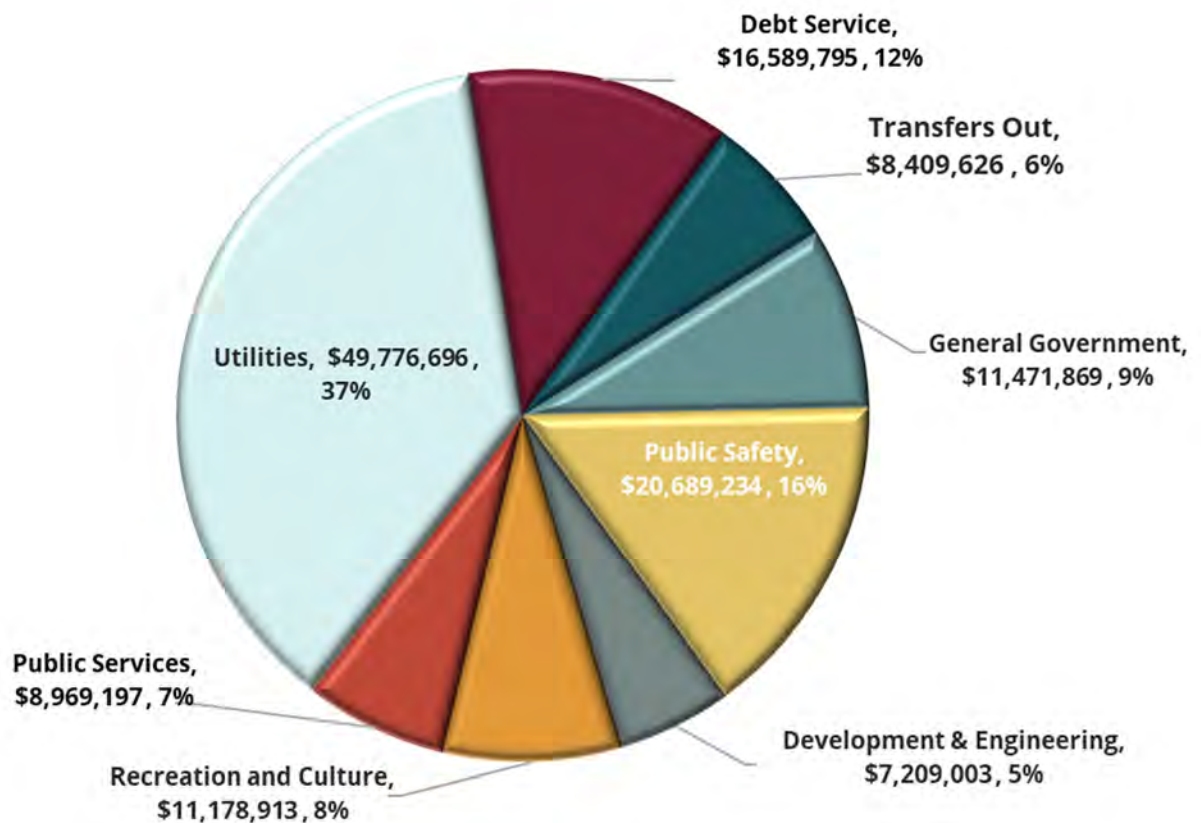
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Budget Overview

Total Combined Expenditures

Expenditure Sources for all Funds by Category

Use of Funds	Adopted 2022-2023	Proposed 2023-2024	Change Year Over Year	% Change	% of Total
General Government	\$ 9,946,683	\$ 11,471,869	\$ 1,525,186	15.33%	8.54%
Public Safety	15,277,928	20,689,234	5,411,306	35.42%	15.41%
Development & Engineering	6,477,059	7,209,003	731,944	11.30%	5.37%
Recreation and Culture	10,481,786	11,178,913	697,127	6.65%	8.32%
Public Services	6,659,919	8,969,197	2,309,278	34.67%	6.68%
Utilities	37,249,522	49,776,696	12,527,174	33.63%	37.07%
Debt Service	10,498,759	16,589,795	6,091,036	58.02%	12.35%
Transfers Out	4,515,896	8,409,626	3,893,730	86.22%	6.26%
Total Uses	\$ 101,107,552	\$ 134,294,333	\$ 33,186,781	32.82%	100.00%



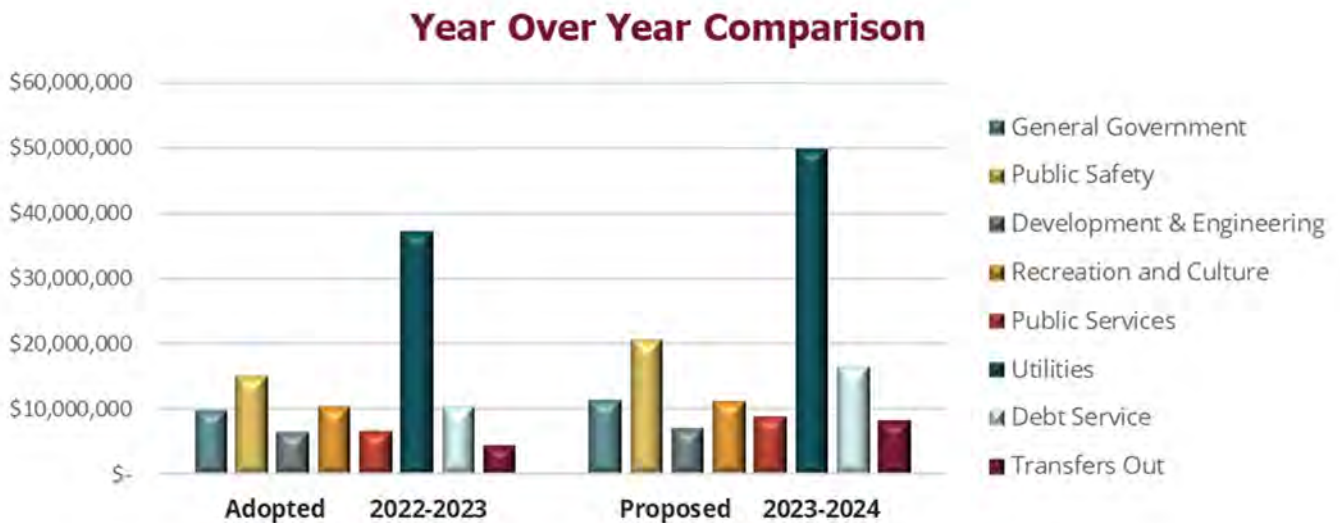
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Budget Overview

The operating budget is a combination of all costs to accomplish comprehensive citywide business including transfers and debt service payments except for the Capital Improvement Project (CIP) Fund. Use of Funds for total combined expenditures are broken down by General Government, Public Safety, Development and Engineering, Recreation and Culture, Public Services, Utilities, Debt Service, and Transfers. The total of the combined operating expenditure budget for FY 2024 is \$134,294,333, compared with \$101,107,552 budgeted in FY 2023. This is an increase of \$33,186,781 or 32.82%.

The General Government budget increased \$1,525,186 or 15.33% over 2023. Public Safety increased \$5,411,306 or 35.42% over the adopted FY 2022-23 budget. This increase includes staffing for Fire Station 3 and 12% pay rate increases for Public Safety. Development and Engineering increased \$731,944 or 11.30%. Recreation and Culture increased \$697,127 or 6.65%. Public Services increased \$2,309,278 or 34.67%. Utilities increased \$12,527,174 or 33.63%, which is for Water and Wastewater expense increases and for capital projects. Debt Service and Transfers proposed budget totals \$24,999,421 in comparison to the adopted 2022-23 budget of \$15,014,655.

The City Fund Summary section of this document provides more detail regarding the individual fund budgets and the total expenditures broken down per fund.



Year over year expenditure comparison of core operating functions.



Life Connected.

Budget Overview

Budget Additions by 2023-2025 Strategic Plan Goals

The proposed budget is the final result of the process of listening to the residents of the City of Celina. The 2023-25 Strategic Plan was a direct result of the 2022 Citizen Survey, and the Proposed Budget is a direct result of the Strategic Plan.

The below list of service additions and capital projects represent additions to the budget specifically to address goals identified by the Strategic Plan.

1. **Be the Life Connected. City:** Objectives within this Strategic Plan Goal touch upon quality-of-life enhancements that aim to keep residents invested long-term.
 - a. 6.0 FTEs including Library Assistants, a Assistant Library Director, Parks Maintenance Workers, a Senior Center Coordinator, a Recreation Manager, and Recreation Attendants.
 - b. Enhancements to the Cajun and Beware Festivals.
 - c. A mobile library van and block party trailer.
 - d. Parks equipment to better maintain the park system which includes a SCAG windstorm blower, z max sprayer, and turf renovation machine.
 - e. Scheduled design, land acquisition, or construction for CIP projects include, the Wilson Creek Park, Ralph O'Dell Sr. Citizens Center, and Ousley Park Phase 1.
2. **Be the Unique City:** This Strategic Plan Goal seeks to preserve Celina's unique heritage through fortifying and expanding Downtown.
 - a. Downtown street sign replacements.
 - b. Downtown roadway improvements.
 - c. Gateway Monuments.
 - d. Public Art at City Facilities.
3. **Be the City of the Future, Connected to its Past:** This Strategic Plan Goal seeks to connect current and future residents to Celina's unique past.
 - a. Public Wi-fi on the Downtown Square.
 - b. Traditions Trail as part of Ousley Park.
4. **Be the City Built on Public Safety:** Public safety and emergency services are a strength, we intend to fortify them.
 - a. 9.5 FTEs including Police Officers, School Resource Officers, Mental Health Officer, Neighborhood Services Officer, Detective, and support staff.
 - b. Police equipment that includes AED's, radios, a drone, training computers, breaching equipment, pistol optics, 40 mm less lethal equipment, electronic flares, and outfitting for the police headquarters.
 - c. FF&E for Station 3 and a renovation for station 1.



Life Connected.

Budget Overview

5. **Be the City of Servant Leaders:** This goal speaks to our organizational culture to attract and retain the right employees in the right role, who are motivated to serve the community.
 - a. Peer to Peer Recognition Program.
 - b. 1.0 FTEs for a Senior Financial Analyst
 - c. Additions include City-wide Organizational Development training to include 3rd party speaking engagements.
6. **Be the City of Innovative Infrastructure:** This Strategic Plan Goal speaks to adopting innovative infrastructure policies and projects that ensure a sustainable path for growth.
 - a. 9.0 FTEs including Street Maintenance Workers, a Sign Shop Technician, Construction Manager and Inspector, an Assistant Public Works Director, Wastewater Treatment Operators, and a Meter Technician Position.
 - b. Streets additions include pavement management software, a brine maker for winter weather, pavement striping equipment, and other capital equipment.
 - c. Utility additions include a mini excavator with trailer, 6/8 yard dump truck, jetter nozzles, a Princeton Piggy Back 55+, and a manhole lifter.
 - d. Scheduled design, land acquisition, or construction for CIP projects include:
 - i. Legacy Road (Frontier to Carey Rd)
 - ii. Coit Road (Vest Lane to Choate Pkwy)
 - iii. Choate Pkwy (Roseland to Custer)
 - iv. Coit Road (Frontier Pkwy, to Marigold)
 - v. Coit Road (Choate to outer Loop)
7. **Be the City of Small Business:** Objectives in this Strategic Plan Goal include adopting policies, codes, and ordinances that cultivate the right environment for small businesses to thrive.
 - a. Building Services added 1.0 FTE for a Building Inspector.
 - b. Façade Grants.
 - c. Enhanced landscaping on the outer loop.
8. **Be the City that Shares Our Story:** This Strategic Plan Goal will focus on sharing who we are as a City.
 - a. Incubator space for Friday Night Market.
 - b. Ribbon Cuttings for businesses & CIP.



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Budget Overview

Significant One Time Expenditures

The list below represents significant one-time expenditures across the total projected FY 2023-24 combined funds to provide new or upgraded levels of service. The proposed FY 2023-24 significant one-time expenses total \$2,324,291 and below is a sample listing of some of the expenditures anticipated:

- Capital Vehicles **\$763,381**
- Capital Equipment **\$365,976**
 - Brine Maker
 - Pavement Striping Equipment
 - Police Side by Side
 - PTO-60 Sports Turf Renovation Machine
 - SCAG Windstorm Blower
 - Z Max Sprayer
 - Jackhammer for Backhoe
 - Manhole Lifter
 - Mini Excavator
 - Trailer for Excavator
- Vehicle/Equipment Replacement **\$1,194,934**
 - Capital Replacements

Personnel/Full-Time Equivalents (FTEs)



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Budget Overview

Priorities addressed in this budget are to provide adequate funding to maintain service levels amid population growth in the City and to continue to meet the expectations of the community. This budget proposes an increase of 29.5 full-time equivalent (FTE) positions. This includes 25.5 FTEs in General Fund and 4.0 FTEs in the Water and Wastewater Fund. Of these new positions, 4.0 FTEs are for General Government, 3.0 FTEs Development and Engineering, 6.0 FTEs are for Culture and Recreation, 7.0 FTEs are for Public Services, and 9.5 FTEs are for Public Safety. The new positions including compensation and benefits will total \$2,172,483 and are listed below.

General Government - 4.0 FTEs

- Service Desk Analyst Public Safety – Information Technology (1.0)
- Senior Financial Analyst – Finance (1.0)
- Internal Services Management Assistant – Finance (1.0)
- Court Clerk – Municipal Court (1.0)

Development and Engineering - 3.0 FTEs

- Building Inspector – Development Services (1.0)
- Construction Inspector, ROW – Engineering (1.0)
- Construction Manager – Engineering (1.0)

Culture and Recreation - 6.0 FTEs

- Part Time Library Assistants – Library (1.0)
- Assistant Library Director – Library (1.0)
- Part Time Weekend Maintenance – Parks (1.0)
- Senior Center Coordinator – Parks (1.0)
- Recreation Manager – Parks (1.0)
- Part Time Recreation Attendants – Parks (1.0)

Public Services - 7.0 FTEs

- Streets Maintenance Worker – Streets (2.0)
- Sign Shop Technician – Streets (1.0)
- Assistant Public Works Director – Public Works (1.0)
- Wastewater Treatment Operator – Public Works (2.0)



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Budget Overview

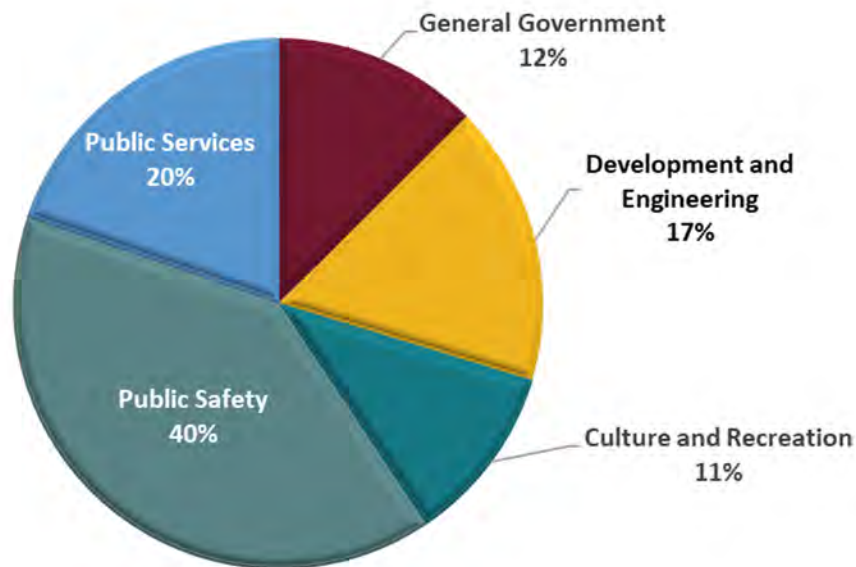
- Meter Technician – Customer Service (1.0)

Public Safety 9.5 FTEs

- Patrol Officer (Day) – Police (2.0)
- Patrol Detective – Police (1.0)
- Mental Health Officer – Police (1.0)
- Neighborhood Services Officer – Police (1.0)
- School Resource Officer – Police (2.0)
- Property Evidence Supervisor – Police (1.0)
- Record Technician Lead – Police (1.0)
- Part Time Administration Coordinator – Police (0.5)

Staffing changes occur throughout the year between departments, the total number of FTEs to close the 2023 budget year is 280.25. The FY 2023-24 proposed budget maintains the 2023 end of year totals and with the addition of the new positions requested, Celina will begin the 2024 budget year at 309.75 FTEs with a salary and benefits cost of \$33,954,750.

Percent of FTEs by Service Area



Life Connected.

Budget Overview

Employee Compensation

The City offers competitive benefits to employees, including group medical, dental, and vision insurance with dependent coverage available. Life and long-term disability insurances are 100% City paid. Optional insurance offerings are provided for short-term disability and additional life insurance.

The City participates in Texas Municipal Retirement System ("TMRS"), a statewide administered pension plan. The City's TMRS plan is a 2 to 1 matching ratio with a 5-year vesting period. Service eligibility for retirement is age 60 with 5 years of service or any age with 20 years of service. The City provides pension benefits for all its full-time employees through TMRS. The City continues to contribute 100% of its annual required contribution (ARC) at an actuarially determined rate and is solid. Both the employees and the City make contributions monthly.

Most cities in North Texas utilize Update Service Credits ("USC") and Cost of Living ("COLA") adjustment within their TMRS benefit package. To be competitive and retain and attract new employees, it was necessary to update the City's current plan. This update increased the overall retirement benefit for an employee and was approved in October of 2022, it became available for employees January 1, 2023.

The proposed FY 2024 budget includes a step increase of 3% for general service employees and public works employees. Public Safety step plans for Police and Fire were updated with a 12% increase to the existing pay plan.



Budget Overview

Fund Balance and Reserve

There are multiple areas of reserves built into the budget. By ordinance, the City is required to maintain a 25% General Fund Balance. For FY 2024, this amount is approximately \$11.25 million.

The Water and Wastewater Fund predicts a working capital reserve of \$16.03 million which is approximately 40.89% of FY 2024 expenditures or 149 days of working capital. The Water and Wastewater Fund has multiple revenue sources; however, the main source of revenue is generated by water sales therefore is rate sensitive. Every effort is made to keep rate increases at a minimum with the last rate increase in fiscal year 2020.

Fund Summaries

General Fund

General Fund Revenue

General Fund revenues and budgeted transfers are budgeted at \$43,467,238 for FY 2024. This is an increase of 17.02% or \$6,321,876 over the FY 2023 estimate. The main source of revenue into the General Fund are Ad Valorem Taxes and Building Permits, they are forecasted at 67% of the total General Fund revenue for FY 2024. The revenue growth is a result of continued commercial development, new residential construction, and population growth in Celina.

Revenue	2022-23 Adopted	2022-23 Estimated	2023-24 Proposed
Ad Valorem	\$ 11,274,083	\$ 11,352,656	\$ 16,672,043
Sales Tax	3,250,000	3,250,000	3,442,500
Other Taxes	807,450	897,450	1,075,050
Building Permits	10,000,000	11,500,000	12,500,000
Fines and Fees	3,771,000	6,225,600	5,006,440
Interest	195,000	750,000	1,000,000
Other	1,096,590	2,238,825	2,791,205
Transfers	1,030,831	930,831	980,000
Total	\$ 31,424,954	\$ 37,145,362	\$ 43,467,238



Life Connected.

Budget Overview

Property Tax Revenue

General Fund property taxes for FY 2024 are budgeted at \$16,672,043, which is an increase of 47.88% over the FY 2023 budget. The increase is due to reduced contra account payments and new value added to the tax rolls. Certified property values for FY 2024 are \$5,897,434,904 which is \$1,760,044,401 or 42.5% more than FY 2023 adjusted values. Much of this increase is due to \$846,641,891 of new value that was added to the tax rolls as of January 1, 2023. The O&M tax rate is \$0.315878/\$100 of value. This is \$0.056824 below the O&M rate for FY 2023 of \$0.372702. Property tax values continue to increase in Celina as more new construction takes place.

Sales Tax Revenue

Celina's commercial development has not yet caught up to the residential expansion in recent years and as a result sales tax is only 8% of budgeted revenue in FY 2024. The FY 2024 sales tax budget is \$4,042,500 which is a 5% increase over FY 2023. Commercial development is picking up in Celina with land acquisitions by Costco and HEB and new businesses opening along Preston Road and Downtown. City staff will continue to monitor this revenue source closely.

General Fund Sales Tax History			
Fiscal Year	Sales Tax	Incentive	Net
2023-24 ¹	\$ 4,042,500	\$ 600,000	\$ 3,442,500
2022-23 ²	3,850,000	600,000	3,250,000
2021-22	3,666,062	468,500	3,197,562
2020-21	2,930,969	292,982	2,637,987
2019-20	1,814,794	124,670	1,690,124

1- FY 2022-23 Budget.

2- FY 2022-23 Estimate.



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Budget Overview

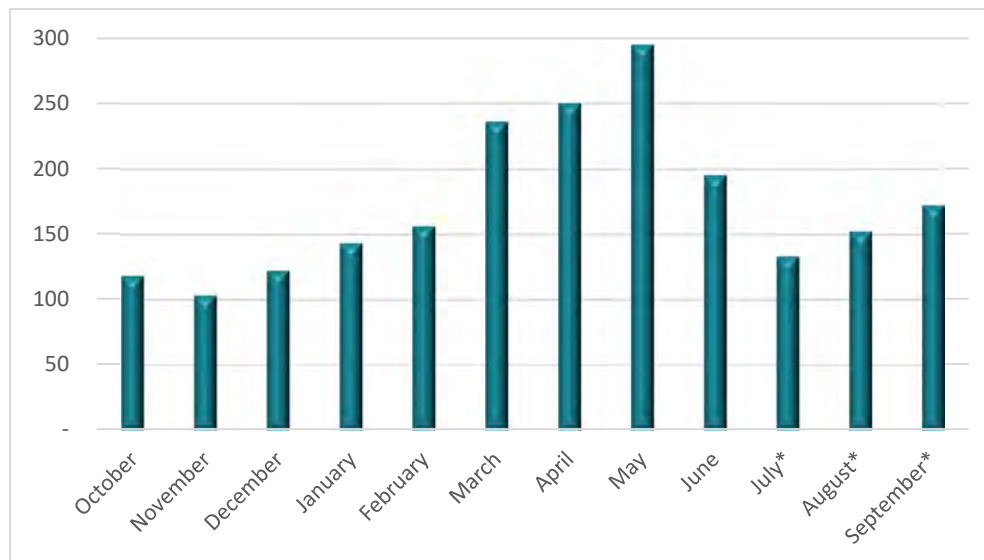
General Fund Sales Tax History



Building Permit Revenue

General Fund building permit revenue for FY 2024 is budgeted at \$12,500,000 which is an increase of 25% over the FY 2023 budget. This is due to increased development resulting in higher fee revenue. There are estimated to be 2,075 building permits in FY 2023 and 2,100 in FY 2024. Building permit revenue is one time revenue. As the City builds out this revenue source will decrease and be replaced by an increase in sales and property tax revenue.

FY 2023 Building Permits by Month



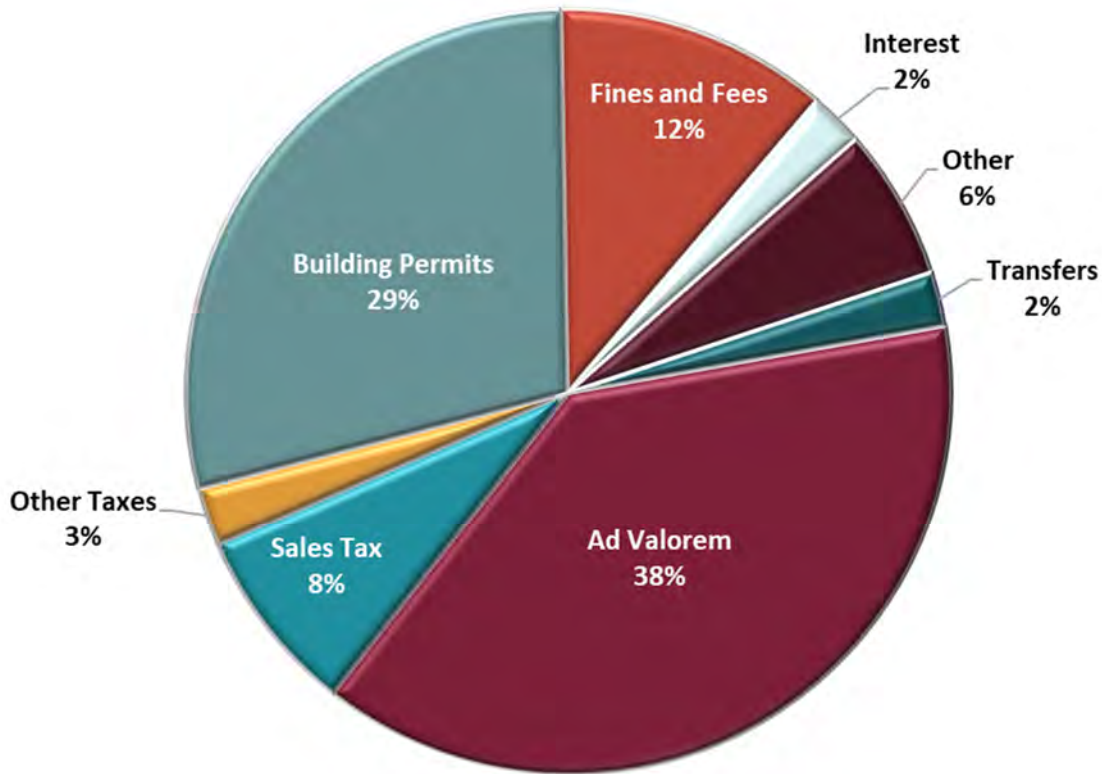
*Estimate.



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Budget Overview

FY 2023 – 2024 General Fund Revenue



General Fund Expenditures

The General Fund encompasses the basic services of municipal government. These services include Police, Fire, Streets, Development Services, Parks, Public Works, Administration, and all other internal services.

General Fund operating expenditures total \$43,322,178 before transfers out. With transfers, the total General Fund budget for FY 2023 is \$44,310,436. This budget is a 27.36% increase or \$9,518,236 more than the FY 2023 budget.

The General Fund transfer to the Vehicle and Equipment Replacement (VERF) Fund for FY 2024 is budgeted at \$988,258. The VERF Fund is a separate fund that provides for the replacement of capital vehicles and equipment. FY 2024 will see an increase of \$142,344 from the adopted 2023 budget of \$845,914. This increase in transfers is a result of the increased number of capital vehicles and equipment.



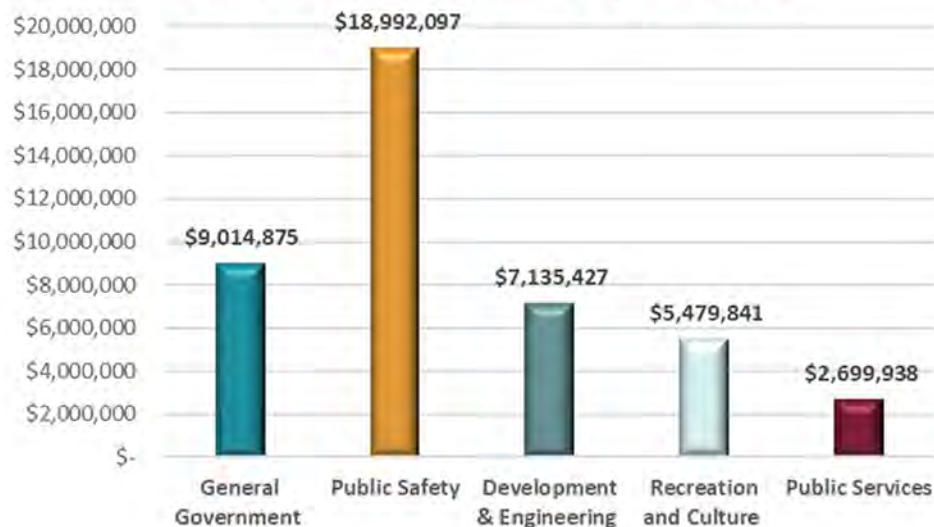
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Budget Overview

General Fund by Department

The General Fund expenditure budget is broken down by department and grouped into categories by major function. The categories are General Government, Public Safety, Development and Engineering, Recreation and Culture, and Public Services. Overall, Public Safety makes up the largest cost center of general-purpose operations with a combined budget of \$18.99 million or 43.84% of the total General Fund operating expenditures Budget in FY 2024. Public Safety is comprised of Fire & EMS and Police.

General Fund Expenses by Function



General Government includes Administration, City Secretary, Finance, Human Resources, Information Technology, Municipal Court, and Facility Maintenance. These departments have a total of 38 FTEs which includes 4 new FTEs for the FY 2024 Budget. The General Government budget for FY 2024 is \$9.01 million which is \$1.51 million or 20.12% above the FY 2023 budget.

Public Safety is comprised of the Police and Fire Departments. Fire & EMS will have a total of 60 personnel with a proposed operating budget of \$9.24 million, an increase over the adopted FY 2023 budget by \$2.34 million. This department makes up 21.33% of the proposed general operating fund budget for the upcoming year. Fire Station No. 3 will be completed and become staffed in FY 2024. The Police Department's proposed budget for FY 2024 is \$9.75 million and amounts to 22.51% of the general operating budget. The FY 2024 budget contains 9.5 new FTEs, with the addition of two Officers, a Neighborhood Services Officer, two School Resource Officers, a Detective, a Mental Health Officer, a Property Evidence Supervisor, a Record Technician Lead, and additional part time hours for office administration.



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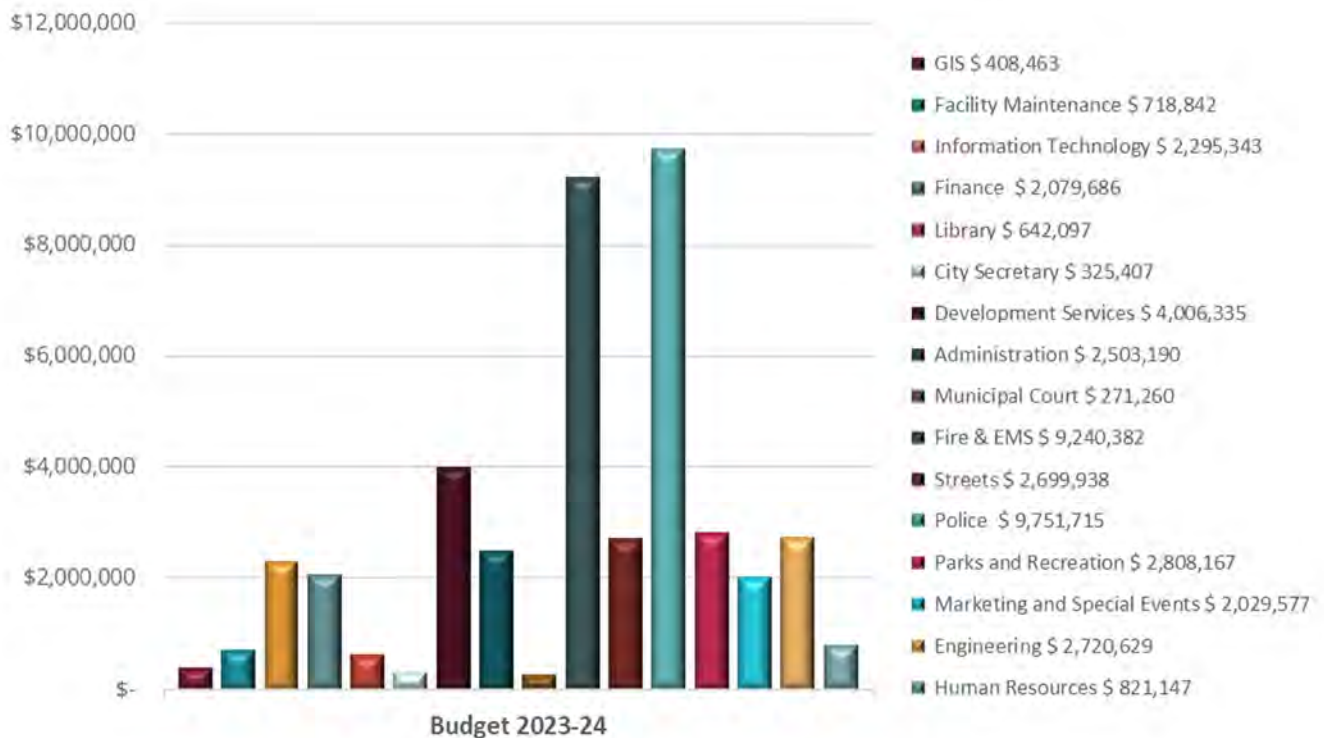
Budget Overview

Development and Engineering includes the Development Services, GIS, and Engineering. It has a proposed budget totaling \$7.14 million. An increase over FY 2023 of \$726,741 or 11.34% and will have a personnel count of 53 FTEs. There are 3 new positions added in FY 2024 for a Building Inspector, Construction Inspector, and Construction Manager. Development Services is on pace to process around 2,075 residential building permits for the City for the 2022-23 fiscal year and Development and Engineering represents 16.47% of the overall general operating fund budget.

Recreation and Culture includes Library, Parks and Recreation, and Marketing/Special Events. These departments have a total of 33.75 FTEs which includes 6 new FTEs for the recreation center programming, library staff, senior center, and parks maintenance in FY 2024 Budget. The Recreation and Culture budget for FY 2024 is \$5.48 million which is \$1.56 million or 39.71% above the FY 2023 budget.

Public Services includes the Streets Department in General Fund. Streets has a total of 12 FTEs which includes 3 new FTEs for street maintenance and sign maintenance in FY 2024 Budget. The Street budget for FY 2024 is \$2.70 million which is \$777,753 or 40.46% above the FY 2023 budget.

FY2023 – 2024 General Fund Expenditures by Department



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Budget Overview

Enterprise Funds

Water and Wastewater, Solid Waste, Utility Infrastructure, Impact Fees, Capital Recovery, Stormwater Drainage, and Utility Vehicle and Equipment Replacement Fund (VERF) account for the full-service operations of the water and wastewater system including water production, water distribution, wastewater collection, wastewater reclamation, solid waste collection and disposal, and capital improvements. The Enterprise funds are 100% self-supporting with revenues generated from rates, charges, and fees sufficient to cover operations, debt, scheduled capital outlay purchases, and capital infrastructure projects. They act as business enterprises, utilize full accrual accounting, and separate water and wastewater operations to make each operation self-supporting.

Water Storage Tanks



Water & Wastewater Fund

The Water & Wastewater Fund (“the utility system”) accounts for water and wastewater operations of the City of Celina. The operations of the utility system include administration, water distribution, wastewater collection, wastewater reclamation, system maintenance, and Utility Customer Service. Water and Wastewater services are provided to both residential and



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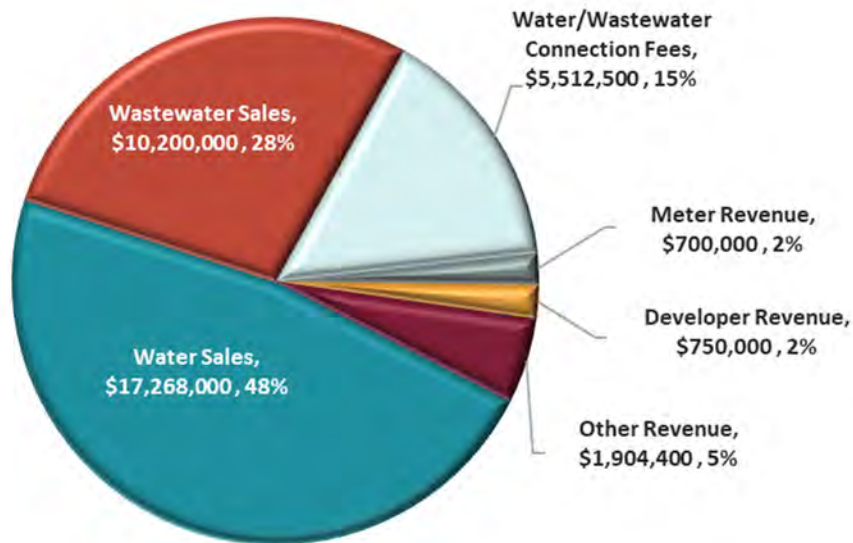
Budget Overview

commercial customers. Currently, the City of Celina has 13,142 utility accounts that are serviced. Separately, the City is contracted by Denton County Fresh Water Supply District 10 which recently updated their name to Elm Ridge Water Control and Improvement District to perform and manage their water utility maintenance and billing.

Water & Wastewater Fund Revenues

The total Water & Wastewater Fund revenue is forecasted at \$36,334,900 for FY 2024. This includes water & wastewater sales, connections fees, meter and developer fees, and other fees and charges. Other fees and charges are related to services performed in the field for new connections as well as penalties on late payments and disconnects, and interest.

FY2023 – 2024 Water & Wastewater Fund Revenue



Sources of revenue supporting the City's utility system.

Other revenue sources include impact fees, capital fees and developer contributions. The City does assess and collect these fees to help support the costs of infrastructure associated with new development for both commercial and residential development.

Infrastructure projects include water, wastewater, and stormwater drainage. Some of the current and future projects that are funded from these revenues include waterline construction, wastewater treatment plant construction, and drainage improvements within the City. Revenues for these funds are proposed at \$14,990,000 for the 2023-24 fiscal year.



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Budget Overview

Water & Wastewater Fund Expenditures

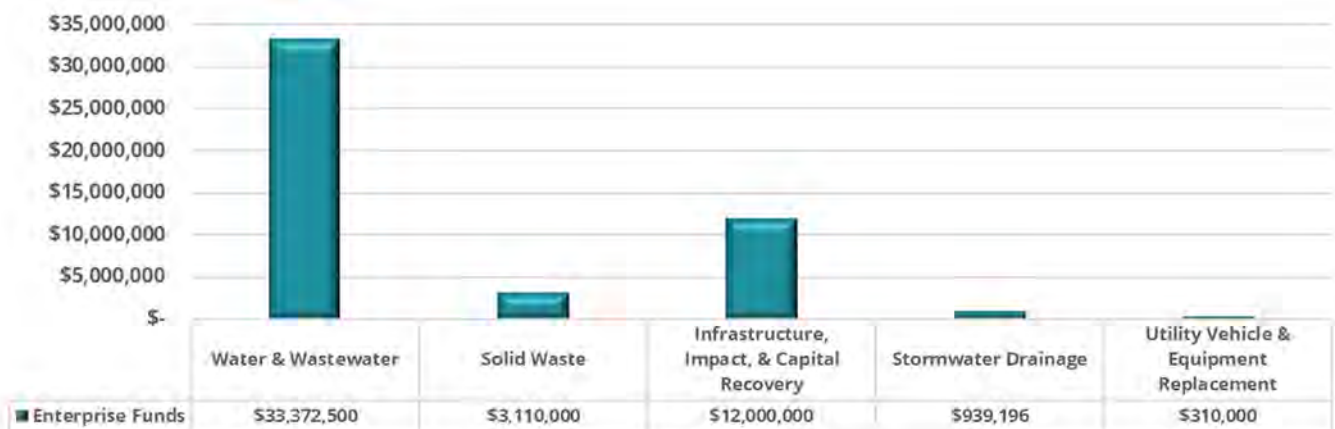
Water has a total of twenty-three (23) FTEs. This includes one FTE moving to the Vehicle Replacement Fund, and adding one FTE in the FY 2024 budget. The proposed operating budget is \$13,262,118. It is an increase over the adopted FY 2023 budget of \$11,252,353 and makes up 33.72% of the Water & Wastewater Fund operating fund budget for the upcoming year. The budget includes a pass-through increase for water purchased through the Upper Trinity Regional Water District (UTRWD). The rate for purchased water increased 2.8% per 1,000 gallons.

Wastewater will have a total of 15 FTEs which includes two new FTEs with a proposed operating budget of \$4,321,187 an increase over the FY 2022-23 budget of \$3,381,862 and is 10.13% of the fund budget.

Utility Billing has a total of 7 FTEs which includes 1 new FTE with a budget of \$1,014,614. All other operating expenditures including both City and Upper Trinity Regional Water District debt is \$14,774,581.

Impact and Capital Recovery operation costs are anticipated at \$12,000,000 with an additional transfer to other Enterprise funds of \$750,000 for FY 2023-24. These costs cover the engineering, construction, testing, and land acquisitions for capital water & wastewater projects that are mentioned in the above passages.

Expenditures by Enterprise (less interfund transfers)



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Budget Overview

Special Revenue Funds

Integrity Fund

This fund plays a crucial role in enhancing the City's aesthetics and overall appeal. The revenues collected are dedicated to various beautification projects, such as sidewalk improvements, street landscaping, signage installations, lighting enhancements, and façade improvements. Additionally, the fund supports engaging community events like "Music on the Square" and the promotion of public art initiatives.

The primary sources of funding are generated from water tower rental fees, cell tower lease fees, tree mitigation fees, and warning device fees. With these resources, the City has been able to embark on significant improvements, making Celina a more attractive and inviting place for residents and visitors alike.

In FY 2022, Celina introduced the "Neighborhood Integrity Program," providing grants to Homeowners Associations to enhance neighborhood amenities and features. Furthermore, in the same budget year, the City began setting aside funds from this account specifically for the construction of storm warning devices, reinforcing community safety measures.

For FY 2023-24, the projected revenue for this fund is set at \$415,000, with operational expenses totaling \$365,000. Anticipated expenses in the coming fiscal year include supporting façade grants, the Neighborhood Integrity Program, "Music on the Square" events, public art initiatives, Arbor Day tree planting, and property abatement activities. These investments will further elevate the City's charm and create an appealing and well-maintained environment for residents, visitors, and businesses to enjoy.

Governmental Funds

Capital Acquisition Fund

The Capital Acquisition Fund is a fund that Celina uses to allocate a portion of surplus revenues for future capital expenditures. Fiscal Year 2023-24 scheduled expenditures include:

- | | |
|---|----------------------------------|
| ▪ Police Equipment \$144,700 | ▪ School Zone Flashers \$200,000 |
| ▪ Law Enforcement Center FF&E \$350,573 | ▪ Gateway Monuments \$150,000 |
| ▪ Fire Station No. 3 FF&E \$382,000 | ▪ Streets Equipment \$34,200 |
| ▪ Fire Station No. 3 Emergency Signal \$200,000 | ▪ Mobile Library Van \$77,000 |
| ▪ Fire Station No. 1 Water Line \$22,000 | ▪ Hydro Vac Trailer \$93,500 |



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Budget Overview

Capital Improvement Funds

In FY 2023, the City of Celina funded capital project needs through a series of Certificates of Obligation for General and Water & Wastewater totaling \$98.0 million. This follows up issuances in FY 2022 of \$70.0 million and FY 2021 of \$95.5 million. Projects are completed through a phased approach and are based on identified needs as the City continues to grow.

The following is a list of some of the major projects that the City has scheduled for design or construction the coming fiscal year:

- Law Enforcement Center construction
- Fire Station No. 3 construction
- Preston Road Phase 3 Street Lighting
- Senior Center construction
- Legacy Hills Water Reclamation Plant
- Coit Waterline construction
- Emergency Data Recovery Center
- Ousley Park
- Glendenning Park Development
- Downtown Water & Sewer Upgrades
- Legacy Hills Water & Wastewater upsize construction
- Wilson Creek Park Phase 1 Design
- Dallas Parkway Waterline from Celina Road pump station to J Fred Smith
- Choate Parkway from Kinship to Custer – design
- Coit Road from Vest Lane to Outer Loop – design
- Ousley Park Design Development

Fire Station No. 3 Construction



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Budget Overview

Tax Increment Reinvestment Zones (TIRZ)

A tax increment reinvestment zone (TIRZ) is created by ordinance with the City Council of the City of Celina. It designates a contiguous geographic area within the City as a reinvestment zone pursuant to Chapter 311 of the Texas Tax Code. The TIRZ is funded by an incremental allocation of percentage or rate basis for each and is an obligation of the City's property tax. This economic development tool is a fundamental component in creating the strong residential development in Celina. The majority of the TIRZs overlay Public Improvement Districts. TIRZ 11 is specific to the Downtown Corridor. TIRZ 11 is supported by the City, EDC, CDC and Collin County. This zone has collections from Property Tax and Sales Tax.

The City of Celina participates in eleven TIRZ, TIRZ #11 for Downtown (described below). These eleven TIRZ are dedicated to include:

- #2 Creeks of Legacy
- #4 Sutton Fields
- #5 Old Celina Limited
- #6 Glen Crossing
- #7 Ownsby Farms
- #8 Sutton Fields II
- #9 The Columns
- #10 Chalk Hill
- #11 Downtown
- #12 Edgewood Creek
- #13 Legacy Hills



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***FY 2023 - 2024
City Fund Summary***



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Fund Matrix

Fund Name	Audited	Budget Basis	Accounting Basis	Major
General Fund	Yes	Modified Accrual	Modified Accrual	Yes
Debt Service Fund	Yes	Modified Accrual	Modified Accrual	Yes
Water & Wastewater Fund	Yes	Full Accrual	Full Accrual	Yes
Solid Waste Fund	Yes	Full Accrual	Full Accrual	
Infrastructure Fund	Yes	Full Accrual	Full Accrual	
Utility Impact Fee Fund	Yes	Full Accrual	Full Accrual	
Stormwater Drainage Fund	Yes	Full Accrual	Full Accrual	
Water Capital Recovery Fund	Yes	Full Accrual	Full Accrual	
Sewer Capital Recovery Fund	Yes	Full Accrual	Full Accrual	
Vehicle & Equipment Replacement Fund ¹	Yes	Full Accrual	Full Accrual	
Park Fee Fund	Yes	Modified Accrual	Modified Accrual	
Downtown Fund	Yes	Modified Accrual	Modified Accrual	
PEG Fund	Yes	Modified Accrual	Modified Accrual	
Grants Fund	Yes	Modified Accrual	Modified Accrual	
Seizures and Forfeitures Fund	Yes	Modified Accrual	Modified Accrual	
Donations Fund	Yes	Modified Accrual	Modified Accrual	
Court Security Fund	Yes	Modified Accrual	Modified Accrual	
Court Technology Fund	Yes	Modified Accrual	Modified Accrual	
Technology Fund	Yes	Modified Accrual	Modified Accrual	
Integrity Fund	Yes	Modified Accrual	Modified Accrual	
TIRZ 11 Downtown Fund	Yes	Modified Accrual	Modified Accrual	
Developer Capital Fee Fund	Yes	Modified Accrual	Modified Accrual	
Wilson Park Fee Fund	Yes	Modified Accrual	Modified Accrual	
Street Construction Fund	Yes	Modified Accrual	Modified Accrual	Yes
Roadway Impact Fee Fund	Yes	Modified Accrual	Modified Accrual	
Vehicle & Equipment Replacement Fund ²	Yes	Modified Accrual	Modified Accrual	
Capital Acquisition Fund	Yes	Modified Accrual	Modified Accrual	
Road Capital Recovery Fund	Yes	Modified Accrual	Modified Accrual	
Stabilization Fund	Yes	Modified Accrual	Modified Accrual	
Capital Improvement Funds	Yes	Modified Accrual	Modified Accrual	Yes
Hotel/Motel Fund	Yes	Modified Accrual	Modified Accrual	

1 - Utility Fund

2 - General Fund

Combined Budget Summary

FY 2023 - 2024



	General Operating		Enterprise						Special Revenue					
	General Fund (102)	Debt Service (103)	Water & Wastewater (202)	Solid Waste (203)	Utility Infrastructure, Impact, & Capital Fees (205, 206, 209, 210)	Stormwater Drainage (208)	Utility Vehicle & Equipment Replacement (213)		Park Fee (109)	Downtown (112)	PEG (114)	Grants (115)	Seizures & Forfeitures (116)	Donations (117)
Beginning Fund Balances	\$ 12,097,059	\$ 2,707,241	\$ 18,885,751	\$ 1,934,011	\$ 25,031,125	\$ 2,434,248	\$ 1,837,192	\$ 3,659,094	\$ 49,897	\$ 79,464	\$ 2,135	\$ 59,530	\$ 2,012	
Revenues:														
Ad Valorem Taxes	16,672,043	17,106,443	-	-	-	-	-	-	-	-	-	-	-	-
Sales Taxes	3,442,500	-	-	-	-	-	-	-	-	-	-	-	-	-
Franchise & Other Taxes	1,075,050	-	-	220,000	-	-	-	-	-	-	9,250	-	-	-
Licenses & Permits	12,575,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Rates, Fees and Charges	4,931,440	-	34,574,900	3,385,000	8,000,000	1,240,000	-	2,000,000	-	-	-	-	-	-
Intergovernmental	1,300,000	-	400,000	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	1,491,205	-	60,000	-	-	-	-	-	-	110,000	-	2,000	10,000	5,000
Interest	1,000,000	200,000	1,300,000	60,000	920,000	80,000	40,000	200,000	3,000	1,000	350	2,750	250	
Transfers In	980,000	821,257	-	-	4,250,000	500,000	870,111	-	-	-	-	-	-	-
Total Revenues:	\$ 43,467,238	\$ 18,127,700	\$ 36,334,900	\$ 3,665,000	\$ 13,170,000	\$ 1,820,000	\$ 910,111	\$ 2,200,000	\$ 113,000	\$ 10,250	\$ 2,350	\$ 12,750	\$ 5,250	
Expenditures:														
General Government	9,014,875	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Safety	18,992,097	-	-	-	-	-	-	-	-	-	-	-	50,000	-
Development & Engineering	7,135,427	-	-	-	-	-	-	-	-	-	-	-	-	-
Recreation and Culture	5,479,841	-	-	-	-	-	-	4,448,000	108,212	-	-	-	-	-
Public Services	2,699,938	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	33,372,500	3,110,000	12,000,000	984,196	310,000	-	-	-	-	-	-	-
Debt Service	-	16,589,795	-	-	-	-	-	-	-	-	-	-	-	-
Transfers Out	988,258	-	5,820,795	-	750,000	29,316	-	-	-	-	-	-	-	-
Total Expenditures	\$ 44,310,436	\$ 16,589,795	\$ 39,193,295	\$ 3,110,000	\$ 12,750,000	\$ 1,013,512	\$ 310,000	\$ 4,448,000	\$ 108,212	\$ -	\$ -	\$ 50,000	\$ -	
Ending Fund Balance	\$ 11,253,861	\$ 4,245,146	\$ 16,027,356	\$ 2,489,011	\$ 25,451,125	\$ 3,240,736	\$ 2,437,303	\$ 1,411,094	\$ 54,685	\$ 89,714	\$ 4,485	\$ 22,280	\$ 7,262	

Combined Budget Summary

FY 2023 - 2024

Special Revenue					Governmental					CIP	Component Units		Total Adopted City Budget
Court Security & Tech (118, 119)	Technology (122)	Integrity (123)	TIRZ 11 (311)	Developer Park Fees (450, 451)	Street Construction (106)	Roadway Impact Fee (107)	Vehicle & Equipment Replacement (113)	Capital Acquisition (120)	Road Capital Recovery Fee (121)	Capital Improvement Program (621, 601A, 721, 622, 722, 623, 723)	EDC (401)	CDC (402)	
\$ 108,351	\$ 1,088,373	\$ 1,885,190	\$ 327,380	\$ 3,323,450	\$ 2,906,747	\$ 7,422,847	\$ 4,888,267	\$ 4,750,502	\$ 6,542,637	\$ 115,842,528	\$ 3,147,172	\$ 4,181,408	\$ 225,193,609
-	-	-	-	-	-	-	-	-	-	-	-	-	33,778,486
-	-	-	-	-	-	-	-	-	-	-	2,021,250	1,946,250	7,410,000
-	-	-	-	-	-	-	-	-	-	-	-	-	1,304,300
-	-	-	-	-	-	-	-	-	-	-	-	-	12,575,000
8,200	-	350,000	-	950,000	-	1,500,000	-	-	1,645,000	-	-	-	58,584,540
-	-	-	551,488	-	-	-	-	-	-	-	-	-	2,251,488
-	325,000	-	-	-	-	-	-	-	-	-	5,000	-	2,008,205
4,000	25,000	65,000	10,000	70,000	25,000	200,000	100,000	75,000	175,000	4,000,000	50,000	75,000	8,681,350
-	-	-	-	-	-	-	988,258	-	-	-	-	-	8,409,626
\$ 12,200	\$ 350,000	\$ 415,000	\$ 561,488	\$ 1,020,000	\$ 25,000	\$ 1,700,000	\$ 1,088,258	\$ 75,000	\$ 1,820,000	\$ 4,000,000	\$ 2,076,250	\$ 2,021,250	\$ 135,002,995
40,000	210,000	365,000	-	-	-	-	131,983	-	-	-	1,710,011	-	11,471,869
-	-	-	-	-	-	-	547,864	1,099,273	-	-	-	-	20,689,234
-	-	-	-	-	-	-	73,576	-	-	-	-	-	7,209,003
-	-	-	-	1,028,491	-	-	114,369	-	-	-	-	-	11,178,913
-	-	-	585,434	-	1,250,000	1,000,000	149,125	554,700	2,730,000	39,525,199	-	-	48,494,396
-	-	-	-	-	-	-	-	-	-	21,705,302	-	-	71,481,998
-	-	-	-	-	-	-	-	-	-	-	-	-	16,589,795
-	-	-	-	-	-	-	-	-	-	-	-	821,257	8,409,626
\$ 40,000	\$ 210,000	\$ 365,000	\$ 585,434	\$ 1,028,491	\$ 1,250,000	\$ 1,000,000	\$ 1,016,917	\$ 1,653,973	\$ 2,730,000	\$ 61,230,501	\$ 1,710,011	\$ 821,257	\$ 195,524,834
\$ 80,551	\$ 1,228,373	\$ 1,935,190	\$ 303,434	\$ 3,314,959	\$ 1,681,747	\$ 8,122,847	\$ 4,959,608	\$ 3,171,529	\$ 5,632,637	\$ 58,612,027	\$ 3,513,411	\$ 5,381,401	\$ 164,671,770

Full-Time Equivalents Summary

Department	FY2020 Adopted	FY2021 Adopted	FY2022 Adopted	FY2023 Adopted	FY2023 EOY Total	FY2024 Decision Package	FY2024 Proposed
General Fund							
Administration	6.00	6.00	8.00	9.00	9.00	-	9.00
City Secretary	2.00	2.00	2.00	2.00	2.00	-	2.00
Finance	7.00	7.00	10.00	11.00	11.00	2.00	13.00
Human Resources	2.00	4.00	3.00	3.00	4.00	-	4.00
Information Technology	2.00	2.00	3.00	4.00	4.00	1.00	5.00
Municipal Court	2.00	2.00	2.00	2.00	2.00	1.00	3.00
Facility Maintenance	1.00	2.00	2.00	2.00	2.00	-	2.00
Total General Government	22.00	25.00	30.00	33.00	34.00	4.00	38.00
GIS	1.00	2.00	2.00	3.00	3.00	-	3.00
Development Services	19.00	21.00	28.00	30.00	31.00	1.00	32.00
Engineering	10.00	11.00	14.00	16.00	16.00	2.00	18.00
Total Development & Engineering	30.00	34.00	44.00	49.00	50.00	3.00	53.00
Library	3.50	3.50	5.00	5.50	5.50	2.00	7.50
Marketing and Special Events	2.00	3.00	5.00	5.50	7.00	-	7.00
Parks and Recreation	9.00	10.00	13.00	15.25	15.25	4.00	19.25
Total Culture & Recreation	14.50	16.50	23.00	26.25	27.75	6.00	33.75
Fire/EMS	41.00	41.00	43.00	47.00	60.00	-	60.00
Police	29.00	35.00	46.00	51.00	53.50	9.50	63.00
Total Public Safety	70.00	76.00	89.00	98.00	113.50	9.50	123.00
Streets	6.00	6.00	8.00	8.00	9.00	3.00	12.00
Total Public Services	6.00	6.00	8.00	8.00	9.00	3.00	12.00
Total General Fund	142.50	157.50	194.00	214.25	234.25	25.50	259.75
Utility Funds							
Water	15.00	16.00	23.00	23.00	22.00	1.00	23.00
Wastewater	7.00	8.00	10.00	13.00	13.00	2.00	15.00
Utility Billing	3.00	3.00	6.00	6.00	6.00	1.00	7.00
Fleet	-	1.00	1.00	1.00	1.00	-	-
Total Water & Wastewater Fund	25.00	28.00	40.00	43.00	42.00	4.00	45.00
Stormwater & Drainage Fund	1.00	2.00	4.00	4.00	4.00	-	4.00
Total Utilitiy Funds	26.00	30.00	44.00	47.00	46.00	4.00	49.00
Other Funds							
Fleet Fund (VERF)	-	-	-	-	-	-	1.00
Total Other Funds	-	-	-	-	-	-	1.00
Total FTE's	168.50	187.50	238.00	261.25	280.25	29.50	309.75

Notes:

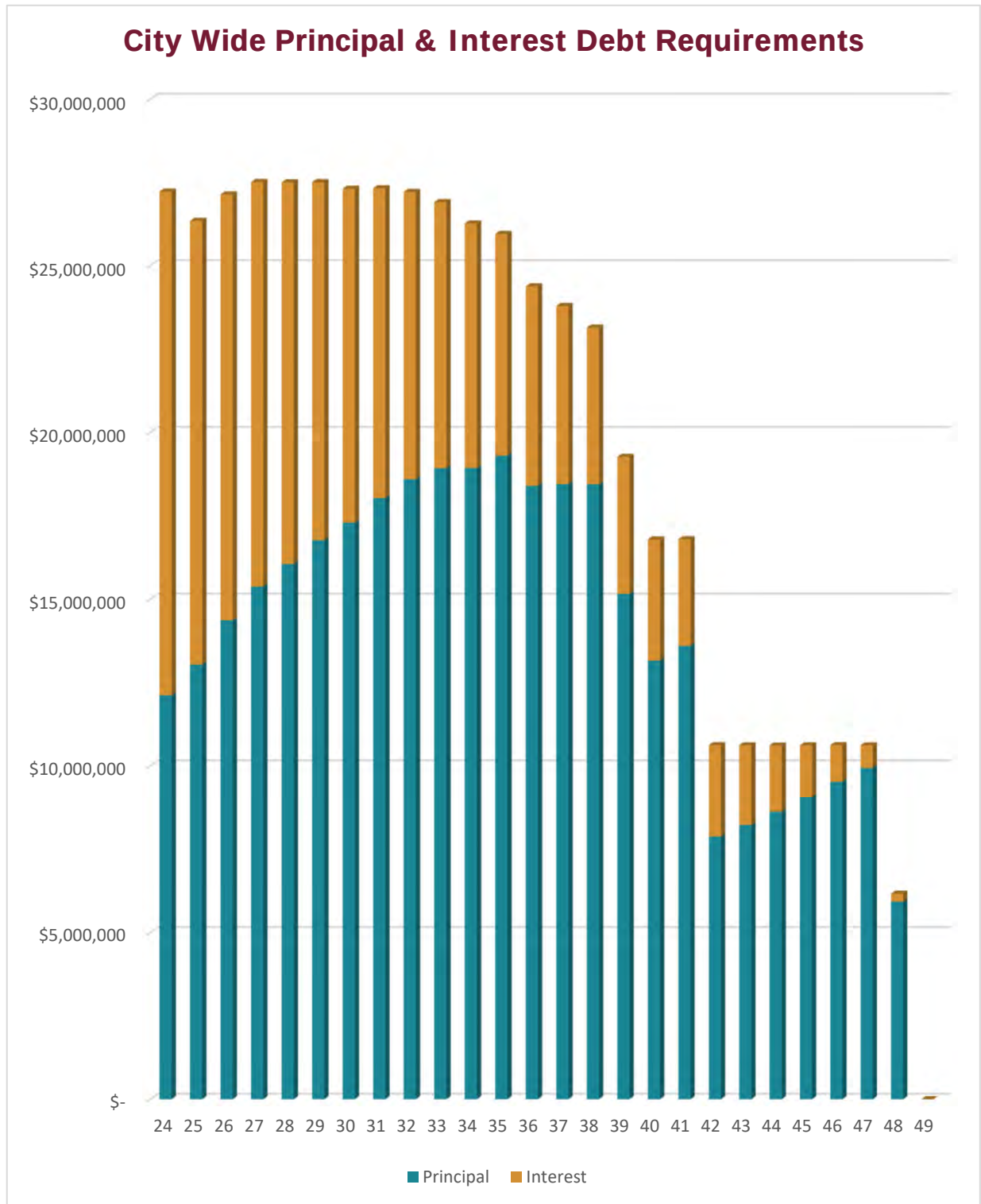
Public Works Operations Superintendent moved from Water to Streets.

Fleet Department moved from the Water & Wastewater Fund to the Vehicle Replacement Fund.

Debt Service

Principal and Interest Requirements (City Wide)

FY Ending		Principal		Interest		Total
9/30/2024	\$	12,115,000	\$	15,107,537	\$	27,222,537
9/30/2025		13,035,000		13,309,238		26,344,238
9/30/2026		14,365,000		12,772,869		27,137,869
9/30/2027		15,375,000		12,134,669		27,509,669
9/30/2028		16,050,000		11,451,150		27,501,150
9/30/2029		16,765,000		10,742,531		27,507,531
9/30/2030		17,290,000		10,018,294		27,308,294
9/30/2031		18,030,000		9,294,800		27,324,800
9/30/2032		18,595,000		8,620,850		27,215,850
9/30/2033		18,925,000		7,979,938		26,904,938
9/30/2034		18,930,000		7,337,500		26,267,500
9/30/2035		19,300,000		6,655,650		25,955,650
9/30/2036		18,395,000		5,984,494		24,379,494
9/30/2037		18,450,000		5,341,281		23,791,281
9/30/2038		18,440,000		4,703,243		23,143,243
9/30/2039		15,155,000		4,111,093		19,266,093
9/30/2040		13,155,000		3,633,350		16,788,350
9/30/2041		13,600,000		3,195,850		16,795,850
9/30/2042		7,875,000		2,741,450		10,616,450
9/30/2043		8,220,000		2,393,250		10,613,250
9/30/2044		8,625,000		1,982,250		10,607,250
9/30/2045		9,060,000		1,551,000		10,611,000
9/30/2046		9,520,000		1,098,000		10,618,000
9/30/2047		9,935,000		676,800		10,611,800
9/30/2048		5,925,000		237,000		6,162,000
9/30/2049		-		-		-
Total	\$	355,130,000	\$	163,074,087	\$	518,204,087



FY 2023 - 2024
Proposed Fund Budgets



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General
Fund

- General 102
- Debt Service 103

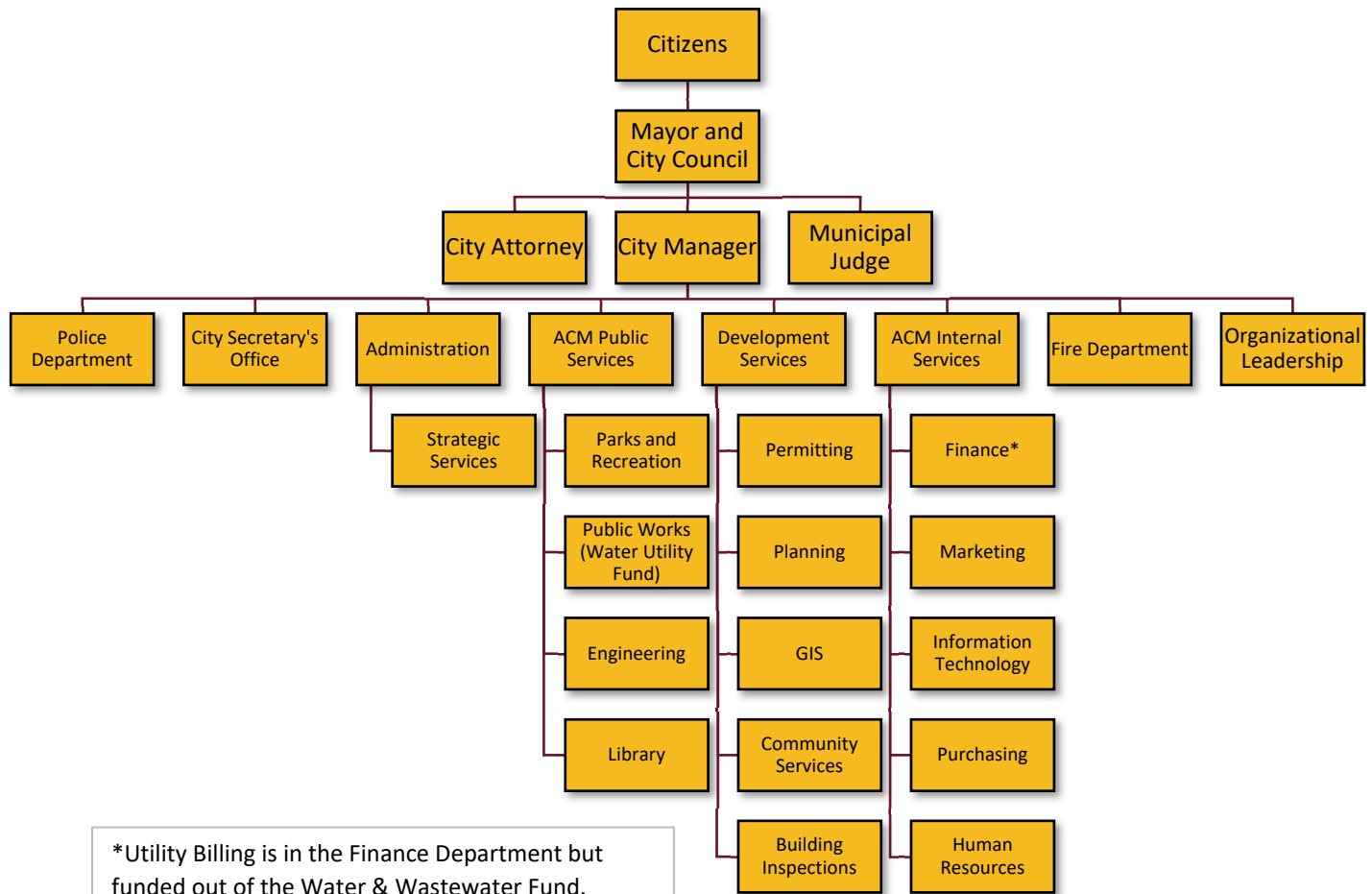


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General Fund

The Departments that comprise the General Fund on a budgetary presentation are GIS, Facilities Maintenance, Information Technology, Finance, Library, City Secretary, Development Services, Administration, Municipal Court, Fire & EMS, Streets, Police, Parks and Recreation, Marketing and Special Events, Engineering, and Human Resources.

Organizational Chart



Life Connected.

General Fund - 102**Revenues, Expenditures, and Change in Fund Balance**

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 16,556,523	\$ 12,075,154	\$ 23,421,150	\$ 23,421,150	\$ 12,097,059
Revenues					
Taxes	\$ 13,776,858	\$ 15,331,533	\$ 15,331,533	\$ 15,500,106	\$ 21,189,593
Fines & Fees	21,144,801	13,771,000	13,772,000	17,725,600	17,506,440
Interest Income	242,773	195,000	195,000	750,000	1,000,000
Grants	96,004	-	1,218,897	937,500	1,300,000
Contributions & Donations	288,637	348,250	347,250	352,710	361,750
Other Revenue	1,041,843	748,340	748,340	948,615	1,129,455
Transfers In	948,720	1,030,831	1,030,831	930,831	980,000
Total Revenues	\$ 37,539,635	\$ 31,424,954	\$ 32,643,851	\$ 37,145,362	\$ 43,467,238
Expenditures					
GIS	\$ 207,331	\$ 364,378	\$ 364,378	\$ 357,678	\$ 408,463
Facility Maintenance	470,999	608,324	728,519	722,430	718,842
Information Technology	1,092,136	1,819,073	1,863,073	1,861,400	2,295,343
Finance	1,215,549	1,711,510	1,725,510	1,718,835	2,079,686
Library	323,571	447,337	447,337	441,847	642,097
City Secretary	247,579	340,173	365,173	365,173	325,407
Development Services	3,016,162	3,652,285	3,710,033	3,709,285	4,006,335
Administration	1,902,688	2,178,231	2,574,804	2,554,089	2,503,190
Municipal Court	193,300	228,778	228,778	220,453	271,260
Fire & EMS	5,782,372	6,900,617	8,415,281	8,413,826	9,240,382
Streets	1,314,853	1,922,185	2,025,040	2,002,895	2,699,938
Police	5,261,566	7,287,738	8,095,694	8,076,249	9,751,715
Parks and Recreation	1,502,888	2,019,727	2,096,295	2,095,294	2,808,167
Marketing and Special Events	1,108,354	1,455,324	1,555,176	1,546,564	2,029,577
Engineering	1,910,214	2,392,023	2,426,862	2,381,773	2,720,629
Human Resources	411,744	618,583	656,558	655,748	821,147
Total Expenditures	\$ 25,961,307	\$ 33,946,286	\$ 37,278,511	\$ 37,123,539	\$ 43,322,178
Total available resources less expenditures	\$ 28,134,851	\$ 9,553,822	\$ 18,786,490	\$ 23,442,973	\$ 12,242,119
Other Financing Uses					
Transfers Out - VERF	\$ 849,624	\$ 845,914	\$ 845,914	\$ 845,914	\$ 988,258
Transfers Out - Capital Funds	3,822,896	-	10,500,000	10,500,000	-
Total other financing sources (uses)	\$ (4,672,520)	\$ (845,914)	\$ (11,345,914)	\$ (11,345,914)	\$ (988,258)
Fund Balance, End of Year	\$ 23,462,331	\$ 8,707,908	\$ 7,440,576	\$ 12,097,059	\$ 11,253,861
Fund Balances:					
Restricted Fund Balance	\$ 41,181	\$ -	\$ -	\$ -	\$ -
Unrestricted Fund Balance	23,421,150	8,707,908	7,440,576	12,097,059	11,253,861
Total Fund Balance	\$ 23,462,331	\$ 8,707,908	\$ 7,440,576	\$ 12,097,059	\$ 11,253,861

General Fund - 102

Revenue Summary

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Revenues					
Property Tax	\$ 12,556,912	\$ 16,227,475	\$ 16,227,475	\$ 16,227,475	\$ 19,424,388
Property Tax - Contra	(3,024,687)	(5,100,181)	(5,100,181)	(5,021,608)	(2,883,928)
Property Tax - Delinquent	248,363	146,789	146,789	146,789	131,583
Sales Tax	3,666,061	3,850,000	3,850,000	3,850,000	4,042,500
Sales Tax Rebate	(468,500)	(600,000)	(600,000)	(600,000)	(600,000)
Franchise Taxes - Electricity	512,658	500,000	500,000	500,000	625,000
Franchise Taxes - Gas	232,711	260,000	260,000	350,000	400,000
Franchise Taxes - Telephone	10,893	8,000	8,000	8,000	7,500
Franchise Taxes - Cable TV	26,926	22,000	22,000	22,000	22,000
Mixed Beverage Tax	15,520	17,450	17,450	17,450	20,550
Total Taxes	\$ 13,776,858	\$ 15,331,533	\$ 15,331,533	\$ 15,500,106	\$ 21,189,593
Permits	\$ 13,319,540	\$ 10,000,000	\$ 10,000,000	\$ 11,500,000	\$ 12,500,000
Development Fees	302,722	200,000	200,000	225,000	225,000
Construction Inspection Fees	3,850,380	800,000	800,000	3,000,000	1,500,000
Escrow Sidewalks	78,598	-	-	-	-
Escrow Paving	313,594	-	-	-	-
ISD Permit Fees	(232,252)	-	-	-	-
Professional Study Fees	149,695	150,000	150,000	150,000	175,000
Court Fines	101,097	120,000	120,000	80,000	105,000
Court Fines Time Pay	90	500	500	100	100
Court Fines Defendant Disposition	68,460	50,000	50,000	60,000	60,000
Credit Card Fees	203,967	230,000	230,000	200,000	150,000
EMS Service Fees	669,041	450,000	450,000	450,000	500,000
Fire Inspection Fees	96,175	50,000	50,000	100,000	100,000
Alarm Permit Fees	42,605	25,000	25,000	50,000	75,000
MUD1 Fire/EMS and Police Fees	1,711,571	1,275,000	1,275,000	1,470,000	1,600,000
Health Inspection Fees	31,546	15,000	15,000	25,000	40,000
PID Administration Fees	268,995	250,000	250,000	250,000	250,000
Field/Pavillion Rental Fee	68,396	45,000	45,000	89,000	89,000
Fire/Police Fees Green Meadows	98,591	110,000	110,000	75,000	135,840
Lien Release Fee	1,993	500	500	500	500
Library Fee	-	-	1,000	1,000	1,000
Total Fines & Fees	\$ 21,144,801	\$ 13,771,000	\$ 13,772,000	\$ 17,725,600	\$ 17,506,440
Interest Income	\$ 242,773	\$ 195,000	\$ 195,000	\$ 750,000	\$ 1,000,000
Total Interest Income	\$ 242,773	\$ 195,000	\$ 195,000	\$ 750,000	\$ 1,000,000
Safer Grant	\$ 25,521	\$ -	\$ 1,218,897	\$ 937,500	\$ 1,300,000
Family and Child Violence Grant	70,483	-	-	-	-
Total Grants	\$ 96,004	\$ -	\$ 1,218,897	\$ 937,500	\$ 1,300,000

General Fund - 102

Revenue Summary

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Revenues					
Library Donations	\$ 3,480	\$ 1,000	\$ -	\$ -	\$ -
County Library Funds	18,265	18,000	18,000	21,460	23,000
Contributions	35,250	85,250	85,250	85,250	75,250
City Sponsored Events Donations	8,417	2,000	2,000	2,000	2,000
Special Events	386	-	-	-	-
Cajun Fest	108,763	118,000	118,000	118,000	123,500
Beware	21,175	34,000	34,000	34,000	38,000
Christmas on the Square	37,779	40,000	40,000	42,000	50,000
Splash 'n' Blast	55,121	50,000	50,000	50,000	50,000
Total Contributions & Donations	\$ 288,637	\$ 348,250	\$ 347,250	\$ 352,710	\$ 361,750
Police Reports	\$ 1,112	\$ 500	\$ 500	\$ 800	\$ 800
County Rebate of Child Safety	18,398	8,000	8,000	18,000	18,000
Collin Co. Fireman's Assoc.	54,870	52,000	52,000	52,000	52,000
Denton Co Fireman's Assoc.	10,000	10,000	10,000	10,000	10,000
Insurance Proceeds	8,876	-	-	18,245	-
Sale of Assets	133,722	-	-	-	-
Park Facilities Usage Revenue	316,051	231,500	231,500	352,730	442,455
Park Concession Stand Revenue	57,184	45,000	45,000	66,000	66,000
Cash Over/Short	5	-	-	-	-
Intergovernmental Revenue	145,800	150,000	150,000	150,000	155,000
SRO Revenue Fee	188,700	248,840	248,840	248,840	340,200
Reimbursement - Other	66,794	-	-	-	-
Miscellaneous Revenue	40,330	2,500	2,500	32,000	45,000
Total Other	\$ 1,041,843	\$ 748,340	\$ 748,340	\$ 948,615	\$ 1,129,455
Transfers In	\$ 948,720	\$ 1,030,831	\$ 1,030,831	\$ 930,831	\$ 980,000
Total Transfers	\$ 948,720	\$ 1,030,831	\$ 1,030,831	\$ 930,831	\$ 980,000
Total Revenues	\$ 37,539,635	\$ 31,424,954	\$ 32,643,851	\$ 37,145,362	\$ 43,467,238

Debt Service Fund

The Debt Service Fund accumulates and makes payments of principal and interest on long-term debt secured by the general taxing powers of the City of Celina. The Water and Wastewater Fund makes payments of principal and interest on long-term debt secured by utility revenues.

Debt Issuance

The City will not issue debt for current operations but rather for capital improvements and related expenses. Debt may be issued for purchasing land or rights-of-way, constructing capital improvements, or purchasing capital equipment. Bonds will be paid back within a period that does not exceed the useful life of the asset.

Bond Rating

	Standard & Poor's	Moody's
Ad Valorem backed Bonds	AA	Aa2

Note – Celina's bond rating increased from Aa3 to Aa2 in FY 2023.



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Debt Service Fund - 103**Revenues, Expenditures and Change in Fund Balance**

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 2,166,835	\$ 1,925,406	\$ 1,968,883	\$ 1,968,883	\$ 2,707,241
Revenues					
Taxes	\$ 6,428,145	\$ 11,037,117	\$ 11,037,117	\$ 11,037,117	\$ 17,106,443
Interest Income	42,287	25,000	25,000	200,000	200,000
Total Revenues	\$ 6,470,432	\$ 11,062,117	\$ 11,062,117	\$ 11,237,117	\$ 17,306,443
Expenditures					
Principal	\$ 2,605,000	\$ 5,330,000	\$ 5,330,000	\$ 5,330,000	\$ 8,435,000
Interest	4,061,485	5,167,359	5,167,359	5,167,359	8,152,795
Miscellaneous	1,900	1,400	1,400	1,400	2,000
Total Expenditures	\$ 6,668,385	\$ 10,498,759	\$ 10,498,759	\$ 10,498,759	\$ 16,589,795
Total available resources less expenditures	\$ 1,968,883	\$ 2,488,764	\$ 2,532,241	\$ 2,707,241	\$ 3,423,889
Other Financing Sources (Uses)					
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ 821,257
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	\$ -	\$ -	\$ -	\$ -	\$ 821,257
Fund Balance, End of Year	\$ 1,968,883	\$ 2,488,764	\$ 2,532,241	\$ 2,707,241	\$ 4,245,146



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Enterprise Funds

- Water/Wastewater 202
- Solid Waste 203
- Infrastructure 205
- Utility Impact Fee 206
- Water Capital Recovery 209
- Sewer Capital Recovery 210
- Stormwater Drainage 208
- Vehicle & Equipment Replacement 213



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Enterprise Fund Descriptions

Water & Wastewater Fund

The Water & Wastewater Fund is part of the Public Works Department and provides potable water and treats wastewater from its customers. The major functions of the fund are administration, water distribution, wastewater collection, wastewater treatment, utility billing, and water metering.

Solid Waste Fund

The Solid Waste Fund was established in fiscal year 2022 to more accurately track the revenues and expenses of the solid waste collection service. Prior to fiscal year 2022 Solid Waste activities were included in the Water & Wastewater Fund.

Infrastructure Fund

The Infrastructure Fund is used for capital infrastructure purchases from other funding sources.

Utility Impact Fee Fund

The Utility Impact Fee Fund provides a mechanism of funding to Water and Wastewater projects impacted by new development. Impact fees paid by developers for new construction or upsizing existing structures. The revenue is used to pay for the increased demand put on the system by the new development. These fees fund capital projects identified in impact fee studies for upsizing distribution systems, collection systems, and increasing plant capacity.

Stormwater Drainage Fund

The Stormwater Drainage Fund collects revenue from Stormwater Fees determined by the square footage of impermeable surfaces on a property. This money is designated for Stormwater operating and capital improvement activities.

Water Capital Recovery Fund

The Water Capital Recovery Fund is used for capital infrastructure and capital equipment purchases.

Sewer Capital Recovery Fund

The Sewer Capital Recovery Fund is used for capital infrastructure and capital equipment purchases.

Vehicle & Equipment Replacement Fund

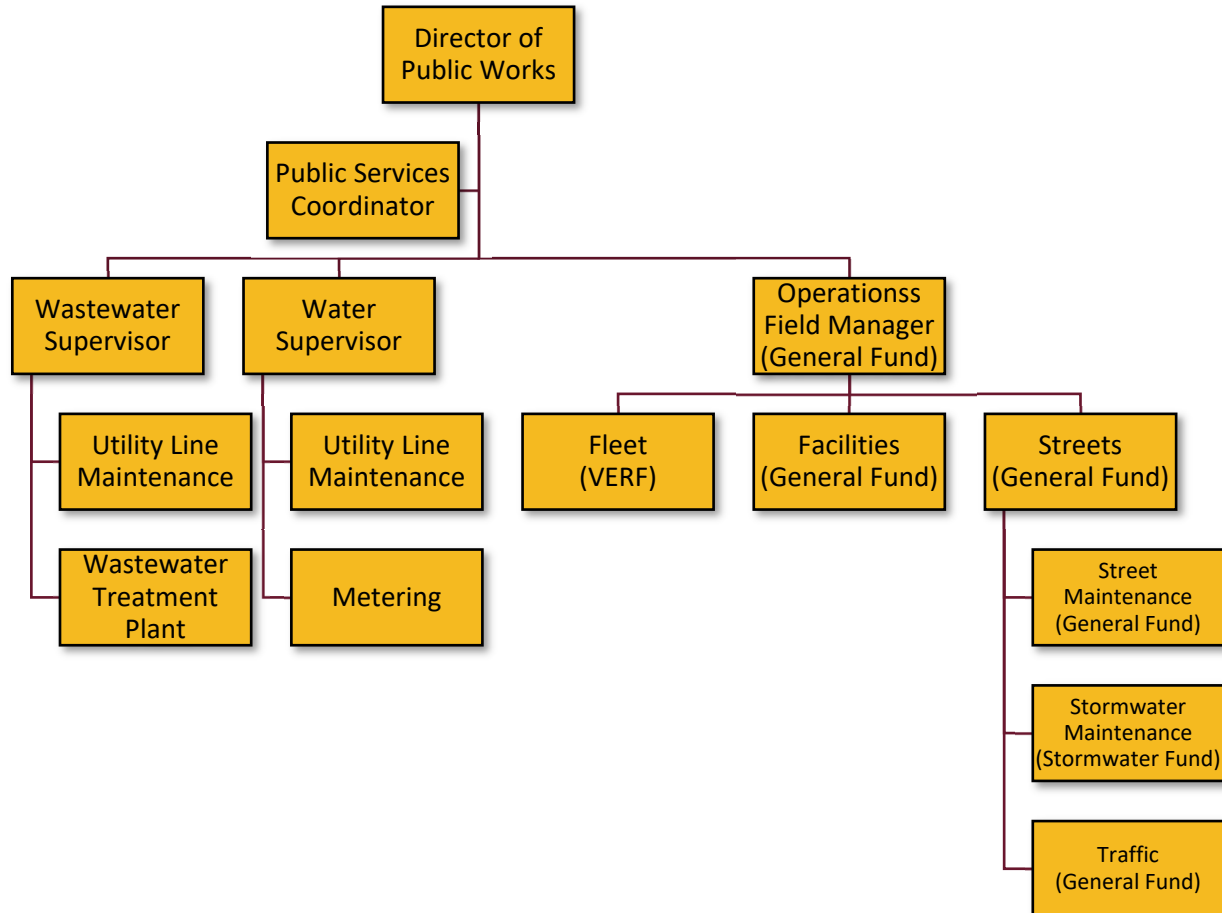
The Vehicle and Equipment Replacement Fund provides a funding source to replace vehicles and equipment for each of the utility funds. Each utility pays a portion of the replacement cost of their vehicles and equipment over the life of the assets until the full replacement cost is recovered.



Water & Wastewater Fund

The Water & Wastewater Fund is part of the Public Works Department and provides potable water and treats wastewater from its customers. The major functions of the fund are administration, water distribution, wastewater collection, wastewater treatment, utility billing and water metering.

Organizational Chart



Life Connected.

Water/Wastewater Fund - 202

Revenues, Expenditures and Change in Fund Balance

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Working Capital, Beginning of Year	\$ 14,609,873	\$ 13,791,358	\$ 19,762,509	\$ 19,762,509	\$ 18,885,751
Revenues					
Water Sales	\$ 14,555,823	\$ 13,600,000	\$ 13,600,000	\$ 15,700,000	\$ 17,268,000
Wastewater Sales	7,802,731	8,100,000	8,100,000	9,000,000	10,200,000
Water/Wastewater Connection Fees	5,507,098	4,435,000	4,435,000	4,600,000	5,512,500
Meter Revenue	774,880	550,000	550,000	700,000	700,000
Developer Revenue	650,000	650,000	650,000	650,000	750,000
Fines & Fees	347,833	240,000	240,000	191,400	144,400
Miscellaneous Revenue	60,510	41,400	41,400	60,000	60,000
Interest Income	325,442	155,000	155,000	1,300,000	1,300,000
Other - Intergovernmental/Grant	400,000	400,000	400,000	400,000	400,000
Total Revenues	\$ 30,424,318	\$ 28,171,400	\$ 28,171,400	\$ 32,601,400	\$ 36,334,900
Expenditures					
Water Department	\$ 8,319,769	\$ 11,252,353	\$ 11,366,473	\$ 10,901,714	\$ 13,262,118
Wastewater Department	2,974,571	3,381,862	3,426,888	3,426,888	4,321,187
Utility Billing	479,505	932,660	932,660	932,660	1,014,614
Fleet	74,770	107,196	107,196	106,446	-
Debt Service - City Issued	7,728,516	10,442,963	10,442,963	10,442,963	12,994,746
Debt Service - UTRWD	1,322,585	1,597,505	1,597,505	1,597,505	1,779,835
Total Expenditures	\$ 20,899,716	\$ 27,714,539	\$ 27,873,685	\$ 27,408,176	\$ 33,372,500
Total available resources less expenditures	\$ 24,134,475	\$ 14,248,219	\$ 20,060,224	\$ 24,955,733	\$ 21,848,151
Other Financing Sources (Uses)					
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	4,035,854	2,069,982	6,069,982	6,069,982	5,820,795
Receivables	336,112	-	-	-	-
Total other financing sources (uses)	\$ (4,371,966)	\$ (2,069,982)	\$ (6,069,982)	\$ (6,069,982)	\$ (5,820,795)
Working Capital, End of Year	\$ 19,762,509	\$ 12,178,237	\$ 13,990,242	\$ 18,885,751	\$ 16,027,356

Solid Waste Fund - 203**Revenues, Expenditures and Change in Fund Balance**

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ -	\$ 1,649,563	\$ 1,302,345	\$ 1,302,345	\$ 1,934,011
Revenues					
Trash Franchise Fee	\$ 183,125	\$ 190,000	\$ 190,000	\$ 200,000	\$ 220,000
Trash & Recycling Sales	2,216,931	2,478,000	2,478,000	2,885,157	3,385,000
Interest Income	-	2,000	2,000	20,000	60,000
Total Revenues	\$ 2,400,056	\$ 2,670,000	\$ 2,670,000	\$ 3,105,157	\$ 3,665,000
Expenditures					
Solid Waste Operations	\$ 2,097,711	\$ 2,510,000	\$ 2,510,000	\$ 2,473,491	\$ 3,110,000
Total Expenditures	\$ 2,097,711	\$ 2,510,000	\$ 2,510,000	\$ 2,473,491	\$ 3,110,000
Total available resources less expenditures	\$ 302,345	\$ 1,809,563	\$ 1,462,345	\$ 1,934,011	\$ 2,489,011
Other Financing Sources (Uses)					
Transfers In	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
Fund Balance, End of Year	\$ 1,302,345	\$ 1,809,563	\$ 1,462,345	\$ 1,934,011	\$ 2,489,011

Water/Wastewater

Infrastructure, Impact & Capital Fee Fund - 205, 206, 209, 210 Revenues, Expenditures and Change in Fund Balance

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 25,370,120	\$ 22,327,901	\$ 30,473,649	\$ 30,473,649	\$ 25,031,125
Revenues					
Infrastructure Fees (205)	\$ -	\$ -	\$ 2,057,257	\$ 2,057,257	\$ -
Water/Wastewater Impact Fees (206)	5,580,045	2,000,000	2,000,000	3,270,000	2,000,000
Water Capital Recovery Fees (209)	2,104,400	1,000,000	1,000,000	2,800,000	3,000,000
Wastewater Capital Recovery Fees (210)	2,361,300	1,300,000	1,300,000	2,800,000	3,000,000
Interest Income (205, 206, 209, 210)	233,597	44,500	44,500	1,005,000	920,000
Total Revenues	\$ 10,279,342	\$ 4,344,500	\$ 6,401,757	\$ 11,932,257	\$ 8,920,000
Expenditures					
Infrastructure (205)	\$ -	\$ -	\$ 2,057,257	\$ 2,057,257	\$ -
Water/Wastewater Impact (206)	6,322,817	3,000,000	16,550,000	16,550,000	2,000,000
Water Capital Recovery (209)	145,190	1,000,000	1,000,000	1,000,000	5,000,000
Wastewater Capital Recovery (210)	84,000	1,500,000	1,500,000	517,524	5,000,000
Total Expenditures	\$ 6,552,007	\$ 5,500,000	\$ 21,107,257	\$ 20,124,781	\$ 12,000,000
Total available resources less expenditures	\$ 29,097,455	\$ 21,172,401	\$ 15,768,149	\$ 22,281,125	\$ 21,951,125
Other Financing Sources (Uses)					
Transfers In	\$ 1,500,000	\$ 750,000	\$ 4,250,000	\$ 4,250,000	\$ 4,250,000
Transfers Out	123,806	1,500,000	1,500,000	1,500,000	750,000
Accrued Expenses	119,286	-	-	-	-
Total other financing sources (uses)	\$ 1,256,908	\$ (750,000)	\$ 2,750,000	\$ 2,750,000	\$ 3,500,000
Fund Balance, End of Year	\$ 30,473,649	\$ 20,422,401	\$ 18,518,149	\$ 25,031,125	\$ 25,451,125

Stormwater Drainage Fund - 208**Revenues, Expenditures and Change in Fund Balance**

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 1,295,128	\$ 776,013	\$ 1,778,156	\$ 1,778,156	\$ 2,434,248
Revenues					
Stormwater Fees	\$ 1,004,576	\$ 840,000	\$ 840,000	\$ 1,100,000	\$ 1,240,000
Interest Income	15,329	8,400	8,400	50,000	80,000
Total Revenues	\$ 1,019,905	\$ 848,400	\$ 848,400	\$ 1,150,000	\$ 1,320,000
Expenditures					
Stormwater Drainage Operations	\$ 836,878	\$ 900,943	\$ 900,943	\$ 893,908	\$ 984,196
Total Expenditures	\$ 836,878	\$ 900,943	\$ 900,943	\$ 893,908	\$ 984,196
Total available resources less expenditures	\$ 1,478,155	\$ 723,470	\$ 1,725,613	\$ 2,034,248	\$ 2,770,052
Other Financing Sources (Uses)					
Transfers In	\$ 300,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 500,000
Transfers Out	-	-	-	-	29,316
Total other financing sources (uses)	\$ 300,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 470,684
Fund Balance, End of Year	\$ 1,778,156	\$ 1,123,470	\$ 2,125,613	\$ 2,434,248	\$ 3,240,736

Utility Vehicle & Equipment Replacement Fund - 213

Revenues, Expenditures and Change in Fund Balance

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 906,895	\$ 1,161,978	\$ 1,202,081	\$ 1,202,081	\$ 1,837,192
Revenues					
Interest Income	\$ -	\$ 1,000	\$ 1,000	\$ 20,000	\$ 40,000
Total Revenues	<u>\$ -</u>	<u>\$ 1,000</u>	<u>\$ 1,000</u>	<u>\$ 20,000</u>	<u>\$ 40,000</u>
Expenditures					
Capital Expenditures	\$ 36,948	\$ 624,040	\$ 624,040	\$ 624,040	\$ 310,000
Total Expenditures	<u>\$ 36,948</u>	<u>\$ 624,040</u>	<u>\$ 624,040</u>	<u>\$ 624,040</u>	<u>\$ 310,000</u>
Total available resources less expenditures	<u>\$ 869,947</u>	<u>\$ 538,938</u>	<u>\$ 579,041</u>	<u>\$ 598,041</u>	<u>\$ 1,567,192</u>
Other Financing Sources (Uses)					
Transfers In	\$ 332,134	\$ 739,151	\$ 1,239,151	\$ 1,239,151	\$ 870,111
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	<u>\$ 332,134</u>	<u>\$ 739,151</u>	<u>\$ 1,239,151</u>	<u>\$ 1,239,151</u>	<u>\$ 870,111</u>
Fund Balance, End of Year	<u>\$ 1,202,081</u>	<u>\$ 1,278,089</u>	<u>\$ 1,818,192</u>	<u>\$ 1,837,192</u>	<u>\$ 2,437,303</u>

Special Revenue Funds

- Park Fee 109
- Downtown 112
- PEG 114
- Grants 115
- Seizures and Forfeitures 116
- Court Security 118
- Court Technology 119
- Technology 122
- Integrity 123
- TIRZ #11 Downtown 311
- Developer Capital Fee 450
- Wilson Park Fee 451



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Special Revenue Fund Descriptions

Park Fee Fund

The Park Fee Fund receives revenue from developer agreements and is used for parks specific capital projects.

Downtown Fund

The Downtown Fund receives revenues from special events and uses those revenues to provide future funding to downtown special events and activities.

PEG Fund

The PEG Fund is used to track revenues and expenditures for Public, Educational, and Government Access Channels (PEG) related activities. Revenues are derived from fees charged to cable subscribers.

Grants Fund

The Grants Fund is used to track the various grant awards the City of Celina receives. There are specific requirements for each grant therefore a fund was set up to track the revenues and expenses separately.

Seizures and Forfeitures Fund

The Seizures and Forfeitures Fund is used to track revenue from seizures and used on Police Department specific expenses.

Court Security Fund

The Court Security Fund is set by Code of Criminal Procedure 102.017 and is used for security personnel, services, and items related to buildings that house the court. The revenue is set chapters 134 and 135 of the Local Government Code which includes court fees for filing civil cases and for criminal convictions.

Court Technology Fund

The Court Technology Fund is set by Code of Criminal Procedure 102.0172 and is used for purchase of or to maintain technological enhancements for a municipal court or municipal court record. The funding is from Local Government Code section 134.103, non-jailable misdemeanor convictions.

Technology Fund

The Technology Fund pays for technology infrastructure improvements and computer hardware and software needs. The funding comes from developer fees assigned when obtaining building permits.



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Special Revenue Fund Descriptions

Integrity Fund

This fund helps with the beautification of the City of Celina. The revenues collected are allocated for improvements for sidewalks, street landscaping, signage, lighting, and façade improvements as well as Music on the Square and public art. The funding for this fund comes predominantly from Water Tower Rental fees, Tree Mitigation fees, and Warning Device fees.

TIRZ #11 Downtown Fund

The TIRZ #11 Downtown Fund receives property tax revenue from within the downtown TIRZ boundary. That revenue is reinvested within downtown Celina with capital improvement projects.

Developer Capital Fee Fund

The Developer Capital Fee Fund accounts for the fees paid to build capital projects per individual agreements with developers.

Wilson Park Fee Fund

The Wilson Park Fee Fund is used to track development revenue and expenses dedicated to Wilson Creek Park capital improvement projects.



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Park Fee Fund - 109

Revenues, Expenditures and Change in Fund Balance

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 4,751,911	\$ 5,581,234	\$ 6,834,962	\$ 6,834,962	\$ 3,659,094
Revenues					
Park Fees	\$ 4,192,500	\$ 2,000,000	\$ 2,000,000	\$ 2,200,000	\$ 2,000,000
Interest Income	49,137	20,000	20,000	180,000	200,000
Total Revenues	\$ 4,241,637	\$ 2,020,000	\$ 2,020,000	\$ 2,380,000	\$ 2,200,000
Expenditures					
Parks & Recreation	\$ 2,158,586	\$ 5,185,000	\$ 5,741,302	\$ 5,741,302	\$ 4,448,000
Total Expenditures	\$ 2,158,586	\$ 5,185,000	\$ 5,741,302	\$ 5,741,302	\$ 4,448,000
Total available resources less expenditures	\$ 6,834,962	\$ 2,416,234	\$ 3,113,660	\$ 3,473,660	\$ 1,411,094
Other Financing Sources (Uses)					
Transfers In	\$ -	\$ -	\$ 185,434	\$ 185,434	\$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	\$ -	\$ -	\$ 185,434	\$ 185,434	\$ -
Fund Balance, End of Year	\$ 6,834,962	\$ 2,416,234	\$ 3,299,094	\$ 3,659,094	\$ 1,411,094

Downtown Fund - 112**Revenues, Expenditures and Change in Fund Balance**

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 77,680	\$ 25,425	\$ 63,231	\$ 63,231	\$ 49,897
Revenues					
Contributions & Donations	\$ 21,353	\$ 115,000	\$ 115,000	\$ 108,319	\$ 110,000
Interest Income	521	500	500	2,500	3,000
Total Revenues	\$ 21,875	\$ 115,500	\$ 115,500	\$ 110,819	\$ 113,000
Expenditures					
Downtown	\$ 36,324	\$ 124,153	\$ 124,153	\$ 124,153	\$ 108,212
Total Expenditures	\$ 36,324	\$ 124,153	\$ 124,153	\$ 124,153	\$ 108,212
Total available resources less expenditures	\$ 63,231	\$ 16,772	\$ 54,578	\$ 49,897	\$ 54,685
Other Financing Sources (Uses)					
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Balance, End of Year	\$ 63,231	\$ 16,772	\$ 54,578	\$ 49,897	\$ 54,685

PEG Fund - 114

Revenues, Expenditures and Change in Fund Balance

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 58,548	\$ -	\$ 68,964	\$ 68,964	\$ 79,464
Revenues					
PEG Fees	\$ 9,888	\$ -	\$ -	\$ 9,500	\$ 9,250
Interest Income	528	-	-	1,000	1,000
Total Revenues	\$ 10,416	\$ -	\$ -	\$ 10,500	\$ 10,250
Expenditures					
Operations	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Total available resources less expenditures	\$ 68,964	\$ -	\$ 68,964	\$ 79,464	\$ 89,714
Other Financing Sources (Uses)					
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Balance, End of Year	\$ 68,964	\$ -	\$ 68,964	\$ 79,464	\$ 89,714

Grants Fund - 115**Revenues, Expenditures and Change in Fund Balance**

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 12,788	\$ 2,039	\$ 14,835	\$ 14,835	\$ 2,135
Revenues					
Grants	\$ 1,926	\$ 2,000	\$ 78,142	\$ 78,142	\$ 2,000
Interest Income	120	50	50	300	350
Total Revenues	\$ 2,047	\$ 2,050	\$ 78,192	\$ 78,442	\$ 2,350
Expenditures					
Operations	\$ -	\$ -	\$ 91,142	\$ 91,142	\$ -
Total Expenditures	\$ -	\$ -	\$ 91,142	\$ 91,142	\$ -
Total available resources less expenditures	\$ 14,835	\$ 4,089	\$ 1,885	\$ 2,135	\$ 4,485
Other Financing Sources (Uses)					
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Balance, End of Year	\$ 14,835	\$ 4,089	\$ 1,885	\$ 2,135	\$ 4,485

Seizures and Forfeitures Fund - 116

Revenues, Expenditures and Change in Fund Balance

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 36,619	\$ 118,574	\$ 120,030	\$ 120,030	\$ 59,530
Revenues					
Police Seizures	\$ 121,831	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000
Interest Income	867	200	200	2,500	2,750
Total Revenues	\$ 122,697	\$ 5,200	\$ 5,200	\$ 12,500	\$ 12,750
Expenditures					
Operations	\$ 39,286	\$ 18,000	\$ 73,000	\$ 73,000	\$ 50,000
Total Expenditures	\$ 39,286	\$ 18,000	\$ 73,000	\$ 73,000	\$ 50,000
Total available resources less expenditures	\$ 120,030	\$ 105,774	\$ 52,230	\$ 59,530	\$ 22,280
Other Financing Sources (Uses)					
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Balance, End of Year	\$ 120,030	\$ 105,774	\$ 52,230	\$ 59,530	\$ 22,280

Donations Fund - 117**Revenues, Expenditures and Change in Fund Balance**

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 6,021	\$ -	\$ 8,312	\$ 8,312	\$ 2,012
Revenues					
Police Donations	\$ 2,750	\$ -	\$ -	\$ 2,500	\$ 2,500
Fire & EMS Donations	2,500	-	-	1,000	2,500
Interest Income	62	-	-	200	250
Total Revenues	\$ 5,312	\$ -	\$ -	\$ 3,700	\$ 5,250
Expenditures					
Operations	\$ 3,021	\$ -	\$ 10,000	\$ 10,000	\$ -
Total Expenditures	\$ 3,021	\$ -	\$ 10,000	\$ 10,000	\$ -
Excess (deficiency) of revenues over (under) expenditures	\$ 8,312	\$ -	\$ (1,688)	\$ 2,012	\$ 7,262
Other Financing Sources (Uses)					
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Balance, End of Year	\$ 8,312	\$ -	\$ (1,688)	\$ 2,012	\$ 7,262

Court Security/Technology Fund - 118, 119

Revenues, Expenditures and Change in Fund Balance

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 126,356	\$ 133,156	\$ 137,576	\$ 137,576	\$ 108,351
Revenues					
Court Security/Technology Revenue	\$ 10,116	\$ 7,275	\$ 7,275	\$ 7,275	\$ 8,200
Interest Income	1,104	300	300	3,500	4,000
Total Revenues	\$ 11,220	\$ 7,575	\$ 7,575	\$ 10,775	\$ 12,200
Expenditures					
Municipal Court Administration	\$ -	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
Total Expenditures	\$ -	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
Total available resources less expenditures	\$ 137,576	\$ 100,731	\$ 105,151	\$ 108,351	\$ 80,551
Other Financing Sources (Uses)					
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Balance, End of Year	\$ 137,576	\$ 100,731	\$ 105,151	\$ 108,351	\$ 80,551

Technology Fund - 122**Revenues, Expenditures and Change in Fund Balance**

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 548,150	\$ 570,092	\$ 698,373	\$ 698,373	\$ 1,088,373
Revenues					
Technology Fees	\$ 395,100	\$ 200,000	\$ 200,000	\$ 200,000	\$ 325,000
Interest Income	5,509	1,500	1,500	20,000	25,000
Total Revenues	\$ 400,609	\$ 201,500	\$ 201,500	\$ 220,000	\$ 350,000
Expenditures					
Operations	\$ 250,386	\$ 190,000	\$ 190,000	\$ 130,000	\$ 210,000
Total Expenditures	\$ 250,386	\$ 190,000	\$ 190,000	\$ 130,000	\$ 210,000
Total available resources less expenditures	\$ 698,373	\$ 581,592	\$ 709,873	\$ 788,373	\$ 1,228,373
Other Financing Sources (Uses)					
Transfers In	\$ -	\$ -	\$ 300,000	\$ 300,000	\$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	\$ -	\$ -	\$ 300,000	\$ 300,000	\$ -
Fund Balance, End of Year	\$ 698,373	\$ 581,592	\$ 1,009,873	\$ 1,088,373	\$ 1,228,373

Integrity Fund - 123

Revenues, Expenditures and Change in Fund Balance

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 550,493	\$ 1,166,543	\$ 1,855,435	\$ 1,855,435	\$ 1,885,190
Revenues					
Warning Device Fees	\$ 301,185	\$ 75,000	\$ 75,000	\$ 100,000	\$ 75,000
Water Tower Rental Fees	165,892	150,000	150,000	150,000	150,000
Tree Mitigation Fees	887,190	100,000	100,000	325,000	125,000
Interest Income	89,054	2,000	2,000	50,000	65,000
Total Revenues	\$ 1,443,322	\$ 327,000	\$ 327,000	\$ 625,000	\$ 415,000
Expenditures					
Operations	\$ 138,380	\$ 412,500	\$ 595,245	\$ 595,245	\$ 365,000
Total Expenditures	\$ 138,380	\$ 412,500	\$ 595,245	\$ 595,245	\$ 365,000
Total available resources less expenditures	\$ 1,855,435	\$ 1,081,043	\$ 1,587,190	\$ 1,885,190	\$ 1,935,190
Other Financing Sources (Uses)					
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	100,000	100,000	-	-
Total other financing sources (uses)	\$ -	\$ (100,000)	\$ (100,000)	\$ -	\$ -
Fund Balance, End of Year	\$ 1,855,435	\$ 981,043	\$ 1,487,190	\$ 1,885,190	\$ 1,935,190
Fund Balances:					
Restricted for:					
Warning Device Program	\$ 301,185	\$ 465,000	\$ 465,000	\$ 149,453	\$ 224,453
Unassigned:					
Integrity Fund Programs	\$ 1,554,250	\$ 516,043	\$ 1,022,190	\$ 1,735,737	\$ 1,710,737
Total Fund Balances	\$ 1,855,435	\$ 981,043	\$ 1,487,190	\$ 1,885,190	\$ 1,935,190

TIRZ #11 Downtown - 311**Revenue, Expenditures and Change in Fund Balance**

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 394,981	\$ 372,717	\$ 376,854	\$ 376,854	\$ 327,380
Revenues					
Intergovernmental Revenue	\$ 377,236	\$ 472,860	\$ 472,860	\$ 525,960	\$ 551,488
Interest Income	4,636	500	500	10,000	10,000
Total Revenues	\$ 381,873	\$ 473,360	\$ 473,360	\$ 535,960	\$ 561,488
Expenditures					
Downtown Celina	\$ 400,000	\$ 400,000	\$ 585,434	\$ 585,434	\$ 585,434
Total Expenditures	\$ 400,000	\$ 400,000	\$ 585,434	\$ 585,434	\$ 585,434
Total available resources less expenditures	\$ 376,854	\$ 446,077	\$ 264,780	\$ 327,380	\$ 303,434
Other Financing Sources (Uses)					
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Balance, End of Year	\$ 376,854	\$ 446,077	\$ 264,780	\$ 327,380	\$ 303,434

Developer Capital Fees - 450

Revenues, Expenditures and Change in Fund Balance

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 175,199	\$ 376,300	\$ 355,456	\$ 355,456	\$ 801,965
Revenues					
Capital Recovery Fees	\$ 401,500	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000
Interest Income	3,284	-	-	25,000	30,000
Total Revenues	\$ 404,784	\$ 700,000	\$ 700,000	\$ 725,000	\$ 730,000
Expenditures					
Developers Incentive Payment	\$ 224,526	\$ 1,028,491	\$ 1,028,491	\$ 1,028,491	\$ 1,028,491
Total Expenditures	\$ 224,526	\$ 1,028,491	\$ 1,028,491	\$ 1,028,491	\$ 1,028,491
Total available resources less expenditures	\$ 355,456	\$ 47,809	\$ 26,965	\$ 51,965	\$ 503,474
Other Financing Sources (Uses)					
Transfers In	\$ -	\$ 750,000	\$ 750,000	\$ 750,000	\$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	\$ -	\$ 750,000	\$ 750,000	\$ 750,000	\$ -
Fund Balance, End of Year	\$ 355,456	\$ 797,809	\$ 776,965	\$ 801,965	\$ 503,474

Wilson Park Fees - 451**Revenues, Expenditures and Change in Fund Balance**

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 1,251,501	\$ 1,442,501	\$ 1,486,485	\$ 1,486,485	\$ 2,521,485
Revenues					
Park Fees	\$ 234,984	\$ 200,000	\$ 200,000	\$ 1,000,000	\$ 250,000
Interest Income	-	1,000	1,000	35,000	40,000
Total Revenues	<u>\$ 234,984</u>	<u>\$ 201,000</u>	<u>\$ 201,000</u>	<u>\$ 1,035,000</u>	<u>\$ 290,000</u>
Expenditures					
Construction	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total available resources less expenditures	<u>\$ 1,486,485</u>	<u>\$ 1,643,501</u>	<u>\$ 1,687,485</u>	<u>\$ 2,521,485</u>	<u>\$ 2,811,485</u>
Other Financing Sources (Uses)					
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Fund Balance, End of Year	<u>\$ 1,486,485</u>	<u>\$ 1,643,501</u>	<u>\$ 1,687,485</u>	<u>\$ 2,521,485</u>	<u>\$ 2,811,485</u>



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Governmental Funds

- Street Construction 106
- Roadway Impact Fee 107
- Vehicle & Equipment Replacement 113
- Capital Acquisition 120
- Roadway Capital Recovery 121



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Governmental Fund Descriptions

Street Construction Fund

The Street Construction Fund is used to support streets projects with general government revenue funding. Surplus revenues from General Fund are transferred to the street construction fund at year end.

The Roadway Impact Fee Fund

Roadway impact fees are fees assessed to new development in the city and are used specifically for roadway improvements within the city. These funds can be used along with a bond issuance to pay for streets and help to keep the amount of debt that needs to be issued lower.

Vehicle & Equipment Replacement Fund

The Vehicle and Equipment Replacement Fund is used to provide a funding source to replace vehicles and equipment for each of the General Fund departments. A portion of the replacement cost for each vehicle and piece of equipment is transferred to this fund over the life of the asset until the full replacement cost is recovered. The Fleet Department is included in this fund as of FY 2024.

Capital Acquisition Fund

The Capital Acquisition Fund is a fund that the City uses to allocate a portion of surplus revenues for future capital expenditures.

Roadway Capital Recovery Fund

The Roadway Capital Recovery Fund is used for roadway infrastructure and is paid by developers through development fees to the City. These funds can be used along with a bond issuance to pay for streets and help to keep the amount of debt that needs to be issued lower.



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Street Construction Fund - 106**Revenues, Expenditures and Change in Fund Balance**

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 950,000	\$ 1,263,809	\$ 1,231,747	\$ 1,231,747	\$ 2,906,747
Revenues					
Intergovernmental Revenue	\$ -	\$ -	\$ 1,300,000	\$ 1,300,000	\$ -
Interest Income	-	1,000	1,000	25,000	25,000
Total Revenues	\$ -	\$ 1,000	\$ 1,301,000	\$ 1,325,000	\$ 25,000
Expenditures					
Street Construction Operations	\$ 718,253	\$ 850,000	\$ 2,150,000	\$ 2,150,000	\$ 1,250,000
Total Expenditures	\$ 718,253	\$ 850,000	\$ 2,150,000	\$ 2,150,000	\$ 1,250,000
Total available resources less expenditures	\$ 231,747	\$ 414,809	\$ 382,747	\$ 406,747	\$ 1,681,747
Other Financing Sources (Uses)					
Transfers In	\$ 1,000,000	\$ -	\$ 2,500,000	\$ 2,500,000	\$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	\$ 1,000,000	\$ -	\$ 2,500,000	\$ 2,500,000	\$ -
Fund Balance, End of Year	\$ 1,231,747	\$ 414,809	\$ 2,882,747	\$ 2,906,747	\$ 1,681,747

Roadway Impact Fees Fund - 107

Revenues, Expenditures and Change in Fund Balance

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 3,059,450	\$ 4,201,146	\$ 5,747,847	\$ 5,747,847	\$ 7,422,847
Revenues					
Road Impact Fees	\$ 3,554,843	\$ 550,000	\$ 550,000	\$ 2,500,000	\$ 1,500,000
Interest Income	40,544	11,000	11,000	175,000	200,000
Total Revenues	\$ 3,595,388	\$ 561,000	\$ 561,000	\$ 2,675,000	\$ 1,700,000
Expenditures					
Road Impact Operations	\$ 906,990	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Total Expenditures	\$ 906,990	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Total available resources less expenditures	\$ 5,747,847	\$ 3,762,146	\$ 5,308,847	\$ 7,422,847	\$ 8,122,847
Other Financing Sources (Uses)					
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Balance, End of Year	\$ 5,747,847	\$ 3,762,146	\$ 5,308,847	\$ 7,422,847	\$ 8,122,847

Vehicle & Equipment Replacement Fund - 113

Revenues, Expenditures and Change in Fund Balance

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 3,976,082	\$ 4,400,196	\$ 4,586,872	\$ 4,586,872	\$ 4,888,267
Revenues					
Miscellaneous Revenue	\$ 36,221	\$ -	\$ -	\$ -	\$ -
Interest Income	33,310	8,500	8,500	100,000	100,000
Total Revenues	\$ 69,531	\$ 8,500	\$ 8,500	\$ 100,000	\$ 100,000
Expenditures					
Capital Expenditures	\$ 308,365	\$ 369,373	\$ 644,519	\$ 644,519	\$ 884,934
Fleet	-	-	-	-	131,983
Total Expenditures	\$ 308,365	\$ 369,373	\$ 644,519	\$ 644,519	\$ 1,016,917
Total available resources less expenditures	\$ 3,737,248	\$ 4,039,323	\$ 3,950,853	\$ 4,042,353	\$ 3,971,350
Other Financing Sources (Uses)					
Transfers In	\$ 849,624	\$ 845,914	\$ 845,914	\$ 845,914	\$ 988,258
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	\$ 849,624	\$ 845,914	\$ 845,914	\$ 845,914	\$ 988,258
Fund Balance, End of Year	\$ 4,586,872	\$ 4,885,237	\$ 4,796,767	\$ 4,888,267	\$ 4,959,608

Capital Acquisition Fund - 120

Revenues, Expenditures and Change in Fund Balance

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 1,120,596	\$ 3,053,883	\$ 3,104,990	\$ 3,104,990	\$ 4,750,502
Revenues					
Intergovernmental Revenue	\$ 2,250,000	\$ -	\$ -	\$ -	\$ -
Interest Income	10,007	4,000	4,000	65,000	75,000
Total Revenues	\$ 2,260,007	\$ 4,000	\$ 4,000	\$ 65,000	\$ 75,000
Expenditures					
Capital Acquisitions	\$ 2,575,612	\$ 1,620,061	\$ 1,625,061	\$ 1,119,488	\$ 1,653,973
Total Expenditures	\$ 2,575,612	\$ 1,620,061	\$ 1,625,061	\$ 1,119,488	\$ 1,653,973
Total available resources less expenditures	\$ 804,990	\$ 1,437,822	\$ 1,483,929	\$ 2,050,502	\$ 3,171,529
Other Financing Sources (Uses)					
Transfers In	\$ 2,300,000	\$ -	\$ 2,700,000	\$ 2,700,000	\$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	\$ 2,300,000	\$ -	\$ 2,700,000	\$ 2,700,000	\$ -
Fund Balance, End of Year	\$ 3,104,990	\$ 1,437,822	\$ 4,183,929	\$ 4,750,502	\$ 3,171,529

Road Capital Recovery Fund - 121**Revenues, Expenditures and Change in Fund Balance**

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 5,954,605	\$ 5,612,666	\$ 6,741,637	\$ 6,741,637	\$ 6,542,637
Revenues					
Road Capital Recovery Fee	\$ 2,186,894	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
Fire Recovery Fee	166,000	126,000	126,000	126,000	145,000
Reimbursement - Other	995,523	-	-	-	-
Escrow Revenue Lights	100,000	-	-	-	-
Interest Income	56,679	15,000	15,000	175,000	175,000
Total Revenues	\$ 3,505,096	\$ 1,641,000	\$ 1,641,000	\$ 1,801,000	\$ 1,820,000
Expenditures					
Road Capital Recovery Operations	\$ 2,718,064	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,730,000
Total Expenditures	\$ 2,718,064	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,730,000
Total available resources less expenditures	\$ 6,741,637	\$ 5,253,666	\$ 6,382,637	\$ 6,542,637	\$ 5,632,637
Other Financing Sources (Uses)					
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Balance, End of Year	\$ 6,741,637	\$ 5,253,666	\$ 6,382,637	\$ 6,542,637	\$ 5,632,637



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Capital Improvement Project Bond Funds

- 621 General Government
- 601 A Public Safety
- 721 Water & Wastewater
- 622 General Government
- 722 Water & Wastewater
- 623 General Government
- 723 Water & Wastewater



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CIP Bond Fund Descriptions

Fund 621 General

Fund 621 is for the tracking of Certificates of Obligation Series 2021 issued for General Government public improvements.

Fund 601 A Public Safety

Fund 601 A is for the tracking of Certificates of Obligation Series 2021A issued for General Government public safety improvements.

Fund 721 Water & Wastewater

Fund 721 is for the tracking of Certificates of Obligation Series 2021 issued for Water and Wastewater public improvements.

Fund 622 General

Fund 622 is for the tracking of Certificates of Obligation Series 2022 issued for General Government public improvements.

Fund 722 Water & Wastewater

Fund 722 is for the tracking of Certificates of Obligation Series 2022 issued for Water and Wastewater public improvements.

Fund 623 General

Fund 623 is for the tracking of Certificates of Obligation Series 2023 issued for General Government public improvements.

Fund 723 Water & Wastewater

Fund 723 is for the tracking of Certificates of Obligation Series 2023 issued for Water and Wastewater public improvements.



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Capital Improvement Project Bond Funds

Revenues, Expenditures and Change in Fund Balance

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 71,002,654	\$ 104,354,803	\$ 103,163,067	\$ 103,163,067	\$ 115,842,528
Revenues					
Miscellaneous Revenue	\$ 20,845	\$ -	\$ -	\$ -	\$ -
Interest Income	564,277	100,000	100,000	1,615,000	4,000,000
Total Revenues	\$ 585,122	\$ 100,000	\$ 100,000	\$ 1,615,000	\$ 4,000,000
Expenditures					
621 2021 Government Bond Fund	\$ 5,646,415	\$ 3,550,956	\$ 3,550,956	\$ 3,550,956	\$ 6,287,308
601 2021a Government Bond Fund	1,223,480	18,301,357	18,301,357	18,301,357	15,237,891
721 2021 Utility Bond Fund	14,144,294	8,715,031	8,715,031	8,715,031	3,705,302
622 2022 Government Bond Fund	7,283,657	8,651,759	8,651,759	8,651,759	8,000,000
722 2022 Utility Bond Fund	10,597,374	8,339,084	8,339,084	8,339,084	8,000,000
623 2023 Government Bond Fund	-	-	58,000,000	26,968,474	10,000,000
723 2023 Utility Bond Fund	-	-	40,000,000	12,408,878	10,000,000
Total Expenditures	\$ 38,895,221	\$ 47,558,187	\$ 145,558,187	\$ 86,935,539	\$ 61,230,501
Total available resources less expenditures	\$ 32,692,556	\$ 56,896,616	\$ (42,295,120)	\$ 17,842,528	\$ 58,612,027
Other Financing Sources (Uses)					
Bonds Issued	\$ 70,308,597	\$ -	\$ 98,000,000	\$ 98,000,000	\$ -
Transfers In	161,915	-	-	-	-
Transfers Out	-	-	-	-	-
Total other financing sources (uses)	\$ 70,470,511	\$ -	\$ 98,000,000	\$ 98,000,000	\$ -
Fund Balance, End of Year	\$ 103,163,067	\$ 56,896,616	\$ 55,704,880	\$ 115,842,528	\$ 58,612,027



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FY 2023 - 24
Component Units



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Component Units

- Economic Development Corporation 401
- Community Development Corporation 402



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Component Unit Descriptions

Economic Development Corporation (EDC)

The Celina Economic Development Corporation (EDC) is a Non-Profit Corporation funded by 0.5% sales tax for economic development. The EDC is governed by a 5-member Board of Directors and uses revenues to fund programs related to industrial development, business infrastructure, and the promotion of new and expanded business enterprises that create or retain primary jobs.

Community Development Corporation (CDC)

The Celina Community Development Corporation (CDC) is a Non-Profit Corporation funded by 0.5% sales tax for community development. The CDC is governed by a Board of Directors and uses revenues to fund programs related economic development and quality of life projects.



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Economic Development Corporation - 401**Revenues, Expenditures and Change in Fund Balance**

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Working Capital, Beginning of Year	\$ 2,190,553	\$ 2,653,705	\$ 2,783,683	\$ 2,783,683	\$ 3,147,172
Revenues					
Taxes	\$ 1,833,031	\$ 1,925,000	\$ 1,925,000	\$ 1,925,000	\$ 2,021,250
Other Revenues	3,000	3,000	3,000	3,000	5,000
Interest Income	41,640	20,000	20,000	20,000	50,000
Total Revenues	\$ 1,877,670	\$ 1,948,000	\$ 1,948,000	\$ 1,948,000	\$ 2,076,250
Expenditures					
Personnel Costs	\$ 373,591	\$ 523,681	\$ 523,681	\$ 523,681	\$ 644,787
Legal & Professional	27,608	42,000	42,000	42,000	42,000
Utilities	31,181	2,400	2,400	2,400	112,680
General & Administrative	304,293	630,000	630,000	630,000	794,800
Debt Service	489,779	5,000	5,000	5,000	-
TIRZ Agreements	58,088	66,430	66,430	66,430	70,744
Total Expenditures	\$ 1,284,540	\$ 1,269,511	\$ 1,269,511	\$ 1,269,511	\$ 1,665,011
Total available resources less expenditures	\$ 2,783,683	\$ 3,332,194	\$ 3,462,172	\$ 3,462,172	\$ 3,558,411
Other Financing Sources (Uses)					
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	315,000	315,000	315,000	45,000
Total other financing sources (uses)	\$ -	\$ (315,000)	\$ (315,000)	\$ (315,000)	\$ (45,000)
Working Capital, End of Year	\$ 2,783,683	\$ 3,017,194	\$ 3,147,172	\$ 3,147,172	\$ 3,513,411

Community Development Corporation - 402

Revenues, Expenditures and Change in Fund Balance

	2021 - 2022 Actual	2022 - 2023 Adopted	2022 - 2023 Amended	2022 - 2023 Estimated	2023 - 2024 Proposed
Fund Balance, Beginning of Year	\$ 2,791,083	\$ 2,234,995	\$ 2,332,838	\$ 2,332,838	\$ 4,181,408
Revenues					
Taxes	\$ 1,833,031	\$ 1,925,000	\$ 1,925,000	\$ 1,925,000	\$ 2,021,250
TIRZ Agreements	(58,088)	(66,430)	(66,430)	(66,430)	(75,000)
Interest Income	16,812	2,500	2,500	65,000	75,000
Total Revenues	\$ 1,791,755	\$ 1,861,070	\$ 1,861,070	\$ 1,923,570	\$ 2,021,250
Expenditures					
Miscellaneous Expense	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	\$ -
Total Expenditures	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	\$ -
Total available resources less expenditures	\$ 4,582,838	\$ 4,021,065	\$ 4,118,908	\$ 4,181,408	\$ 6,202,658
Other Financing Sources (Uses)					
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	2,250,000	-	-	-	821,257
Total other financing sources (uses)	\$ (2,250,000)	\$ -	\$ -	\$ -	\$ (821,257)
Fund Balance, End of Year	\$ 2,332,838	\$ 4,021,065	\$ 4,118,908	\$ 4,181,408	\$ 5,381,401

**CITY OF CELINA, TEXAS
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR 2023-2024, BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; REPEALING ALL CONFLICTING ORDINANCES; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager and staff have prepared and filed with the City Secretary a proposed budget for the operation of the City during Fiscal Year 2023-2024; and

WHEREAS, pursuant to the laws of the State of Texas and the Home Rule Charter of the City of Celina, Texas (“Celina”), the City Manager has submitted to the Mayor and Council a proposed budget of the revenues and expenditures for conducting the affairs of said city and providing a complete financial plan for Fiscal Year beginning October 1, 2023, and ending September 30, 2024; and

WHEREAS, the City Council on September 12, 2023, conducted a public hearing to receive input from citizens of the City concerning the content of the budget, and for which notices were duly posed in the *Celina Record*; and

WHEREAS, the City has acknowledged that this budget will raise more total property taxes than last year’s budget by \$9,535,166, or 42.00%, and of that amount, \$5,603,248 is tax revenue to be raised from new property added to the tax roll this year; and

WHEREAS, the City Council having considered the proposed budget at length, and having provided input in its preparation, has determined that the proposed budget and the revenues and expenditures contained therein are in the best interest of the City and, therefore, the Council desires to approve and adopt the budget by formal action.

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

SECTION 1. The proposed budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, as submitted to the City Council by the City Manager, which budget is attached hereto as Exhibit “1” for all purposes is hereby approved and adopted as the City’s budget of all revenue and expenditures of the City of Celina, Texas for Fiscal Year 2023-2024; and

SECTION 2. The sum of one hundred ninety-five million, five hundred twenty-four thousand, eight hundred thirty-four US Dollars (\$195,524,834) is hereby appropriated for the City’s FY 2023-2024 Budget. Further, these funds are for payment of operating, capital, and debt service expenses associated with the operation and administration of the City, according to the various purposes and intents described in the FY 2023-2024 budget document.

SECTION 3. Should any paragraph, sentence, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

SECTION 4. This Ordinance shall be in full force and effect from and after its adoption by the City Council, pursuant to applicable State and Local laws and the City of Celina Home Rule Charter.

SECTION 5. All other ordinances and Code provisions that are in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency.

SECTION 6. The City Council of the City of Celina, Texas met in a public meeting on September 12, 2023, and adopted this ordinance with a majority vote as follows:

Mayor Ryan Tubbs	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Mayor Pro Tem Jay Pierce	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Deputy Mayor Pro Tem Wendie Wigginton	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Philip Ferguson	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Tony Griggs	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Andy Hopkins	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Mindy Koehne	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____

READ and ADOPTED on the 12th day of September 2023.

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

APPROVED AS TO FORM:

City Attorney



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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, Interim City Manager
Date: September 12, 2023
Re: Establishing and Levying Municipal Ad Valorem Taxes for the Fiscal Year 2023-2024

Action Requested:

Consider and act upon an Ordinance of the City of Celina, Texas, establishing and levying municipal Ad Valorem Taxes for the fiscal year beginning October 1, 2023, and ending September 30, 2024, at a rate of \$0.612154 per one hundred dollars (\$100.00) assessed valuation on all taxable property within the corporate limits of the City. (Bromiley)

Background Information:

In accordance with the "Truth in Taxation" laws of the State of Texas, if an entity's proposed tax rate exceeds the no-new-revenue rate, the entity is required to vote to place a proposal for adoption of the budget and tax rate, publish notices, and conduct a public hearing. This rate is equal to the voter-approval tax rate.

§26.05(b) of the Property Tax Code

This year's proposed tax rate exceeds the no-new-revenue tax rate. The vote on the ordinance, resolution, or order setting the tax rate must be a record vote and 60% of the governing body must vote in favor of the adoption of the tax rate. A motion to adopt the ordinance, resolution, or order must be made in the following form:

Motion to include:

"I move that the property tax rate be increased by the adoption of a tax rate of 0.612154, which is effectively a 17.93 percent increase in the tax rate."

Citizen Input:

A public hearing was held on September 12, 2023 at 5:00 p.m. in compliance with the Texas Tax Code.

Legal Review:

N/A

Supporting Documents:

1. FY 2023-2024 Ad Valorem Tax Rate Ordinance
2. Notice About 2023 Tax Rates Rates

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

**CITY OF CELINA, TEXAS
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ESTABLISHING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT OPERATION AND MAINTENANCE EXPENSES AND INDEBTEDNESS OF THE CITY; PROVIDING FOR A LIEN ON ALL REAL AND PERSONAL PROPERTY TO SECURE PAYMENT OF TAXES DUE THEREON; PROVIDING FOR COLLECTION BY THE COLLIN AND DENTON COUNTY TAX ASSESSOR/COLLECTOR; CONTAINING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES AND PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to levy such an *ad valorem* tax at a given rate to generate revenues sufficient to meet the projected expenditures of the City for FY 2023-2024; and

WHEREAS, the City Council of the City of Celina, Texas (the “City”) has approved on the 12th day of September 2023, the budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (FY 2023-2024); and

WHEREAS, the aforesaid Ordinance anticipates and requires the levy of an *ad valorem* tax on all taxable property in the City of Celina; and

WHEREAS, the Chief Appraiser of Collin County Tax Appraisal District has prepared and certified the appraisal roll for the City of Celina, Texas, that roll being that portion of the approved appraisal roll of both Collin County Tax Appraisal District and Denton County Tax Appraisal District which lists property taxable by the City of Celina, Texas; and

WHEREAS, all statutory and constitutional requirements concerning the levying and assessing of *ad valorem* taxes have been completed in due and correct time, including proving notice of and conducting a public hearing regarding the *ad valorem* tax levied hereby; and

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

Section 1. There is hereby levied for the FY 2023-2024 upon all real property situated within the corporate limits of the City of Celina, Texas, and upon all personal property which was owned within the corporate limits of the City of Celina, Texas, on January 1, 2023, except so much thereof as may be exempt by the Constitution or laws of the State of Texas, or this ordinance, a tax of \$0.612154 on each One Hundred Dollars (\$100.00) of assessed valuation on all taxable property. The tax rate consists of two components each of which is hereby approved separately. The total tax herein so levied shall consist and be comprised of the following components:

- a) An *ad valorem* tax rate of \$0.315878 on each One Hundred Dollars (\$100.00) assessed valuation of all taxable property is hereby levied for the purpose of defraying the maintenance and operation expenses of the City of Celina, Texas for the fiscal year ending September 30, 2024; and
- b) An *ad valorem* tax rate of \$0.296276 on each One Hundred Dollars (\$100.00) assessed valuation of all taxable property is hereby levied for the purpose of the payment of principal and interest of the valid bonded indebtedness, and related fees of the City of Celina, Texas for the fiscal year ending September 30, 2024; and

Section 2. The City of Celina shall have lien on all taxable property located in the City of Celina to secure the payment of taxes, penalties, and interest, and all costs of collection, assess and levied hereby.

Section 3. Taxes shall be payable in full at the office of the Collin County Tax Assessor/Collector, 2300 Bloomdale Road, Suite 2324, McKinney, TX 75071 and the Denton County Tax Assessor/Collector, 1505 E. McKinney, Denton, TX 76209-4525. The City shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

Section 4. The tax roll presented to the City Council, together with any supplements thereto, are hereby accepted and approved.

Section 5. Should any paragraph, sentence, provision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

Section 6. This ordinance shall be in full force and effect from and after its adoption by the City Council and publication of its caption as the law and the Home Rule Charter of the City of Celina provide in such cases.

Section 7. All other ordinances and Code provisions in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency and all other provisions of the City of Celina Code not in conflict herewith shall remain in full force and effect.

Section 8. The repeal of any ordinance or parts thereof by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; not shall it have the effect of discontinuing, abating, modifying or altering nay penalty accruing or to accrue, nor as affecting any rights of the city under any section or provision of any ordinances at the time of passage of this Ordinance.

Section 9. The City Council of the City of Celina, Texas met in a public meeting on September 12, 2023, and adopted this ordinance with a majority vote as follows:

Mayor Ryan Tubbs	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Mayor Pro Tem Jay Pierce	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Deputy Mayor Pro Tem Wendie Wigginton	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Philip Ferguson	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Tony Griggs	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Andy Hopkins	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____
Council Member Mindy Koehne	YEA ____ NAY ____ ABSTAIN ____ ABSENT ____

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY -\$56.82.

READ and ADOPTED on the 12th day of September 2023.

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

APPROVED AS TO FORM:

City Attorney

Notice About 2023 Tax Rates

Property tax rates in City of Celina.

This notice concerns the 2023 property tax rates for City of Celina. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

This year's no-new-revenue tax rate	\$0.519067/\$100
This year's voter-approval tax rate	\$0.612154/\$100

To see the full calculations, please visit www.celina-tx.gov for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balance

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
Maintenance & Operations (M&O)	12,097,059
Interest & Sinking (I&S)	2,707,241

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues *(or additional sales tax revenues, if applicable)*.

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Series 2023 Certificates of Obligation	1,030,000	2,669,992	0	3,699,992
Series 2022 Certificates of Obligation	690,000	1,535,250	0	2,225,250
Series 2021 A Certificates of Obligation	0	945,700	0	945,700
Series 2021 General Obligation Refunding Bonds	695,000	144,800	0	839,800
Series 2021 Certificates of Obligation	2,325,000	786,850	0	3,111,850
Series 2019 Certificates of Obligation	210,000	120,869	0	330,869
Series 2018 Certificates of Obligation	2,105,000	706,538	0	2,811,538
Series 2018 General Obligation Refunding Bonds	205,000	116,600	1,500	323,100
Series 2017 Certificates of Obligation	190,000	95,238	500	285,738
Series 2016 Certificates of Obligation	140,000	25,500	0	165,500
Series 2015 Certificates of Obligation	100,000	78,750	0	178,750
Series 2014 Certificates of Obligation	145,000	70,263	0	215,263
Series 2023 Certificates of Obligation	80,000	555,188	0	635,188
Series 2019 Certificates of Obligation	520,000	301,256	0	821,256
Tax Increment Reinvestment Zone Obligation	1,235,970	0	0	1,235,970

Total required for 2023 debt service	\$17,825,764
- Amount (if any) paid from funds listed in unencumbered funds	\$0
- Amount (if any) paid from other resources	\$821,257

- Excess collections last year	\$1,183,827
= Total to be paid from taxes in 2023	\$15,820,680
+ Amount added in anticipation that the unit will collect only 101.40% of its taxes in 2023	\$-218,432
= Total debt levy	\$15,602,248

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Kenneth L. Maun, Tax Assessor-Collector on 08/11/2023 .

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.



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, Interim City Manager
Date: September 12, 2023
Re: Ratifying the Property Tax Revenue Increase

Action Requested:

Consider and act upon ratifying the property tax revenue increase reflected in the annual budget for the Fiscal Year 2023-2024; beginning October 1, 2023 and ending September 30, 2024. (Bromiley)

Background Information:

Local Government Code Section 102.007, subsection (c) states that:

"Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code"

The proposed FY 2023-2024 budget will require raising more revenue from property taxes than in the previous year, and therefore requires a separate vote of the City Council to ratify the property tax increase reflected in the budget.

MOTION TO INCLUDE: "This budget will raise more revenue from property taxes than last year's budget by an amount of \$9,535,166.00, which is a 42.00% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$5,603,248.00."

Legal Review:

N/A

Supporting Documents:

1. Notice About 2023 Tax Rates Rates

2. FY 2023-2024 Property Tax Revenue Ratification Ordinance

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

Notice About 2023 Tax Rates

Property tax rates in City of Celina.

This notice concerns the 2023 property tax rates for City of Celina. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

This year's no-new-revenue tax rate	\$0.519067/\$100
This year's voter-approval tax rate	\$0.612154/\$100

To see the full calculations, please visit www.celina-tx.gov for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balance

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
Maintenance & Operations (M&O)	12,097,059
Interest & Sinking (I&S)	2,707,241

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues *(or additional sales tax revenues, if applicable)*.

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Series 2023 Certificates of Obligation	1,030,000	2,669,992	0	3,699,992
Series 2022 Certificates of Obligation	690,000	1,535,250	0	2,225,250
Series 2021 A Certificates of Obligation	0	945,700	0	945,700
Series 2021 General Obligation Refunding Bonds	695,000	144,800	0	839,800
Series 2021 Certificates of Obligation	2,325,000	786,850	0	3,111,850
Series 2019 Certificates of Obligation	210,000	120,869	0	330,869
Series 2018 Certificates of Obligation	2,105,000	706,538	0	2,811,538
Series 2018 General Obligation Refunding Bonds	205,000	116,600	1,500	323,100
Series 2017 Certificates of Obligation	190,000	95,238	500	285,738
Series 2016 Certificates of Obligation	140,000	25,500	0	165,500
Series 2015 Certificates of Obligation	100,000	78,750	0	178,750
Series 2014 Certificates of Obligation	145,000	70,263	0	215,263
Series 2023 Certificates of Obligation	80,000	555,188	0	635,188
Series 2019 Certificates of Obligation	520,000	301,256	0	821,256
Tax Increment Reinvestment Zone Obligation	1,235,970	0	0	1,235,970

Total required for 2023 debt service	\$17,825,764
- Amount (if any) paid from funds listed in unencumbered funds	\$0
- Amount (if any) paid from other resources	\$821,257

- Excess collections last year	\$1,183,827
= Total to be paid from taxes in 2023	\$15,820,680
+ Amount added in anticipation that the unit will collect only 101.40% of its taxes in 2023	\$-218,432
= Total debt levy	\$15,602,248

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**CITY OF CELINA, TEXAS
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS RATIFYING THE PROPERTY TAX REVENUE IN THE FY 2023-2024 BUDGET AS A RESULT OF THE CITY RECEIVING MORE REVENUES FROM PROPERTY TAX IN THE FISCAL YEAR 2023-2024 BUDGET THAN IN THE PREVIOUS FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Local Government Code 102.007, relating to Adoption of the Budget, requires the City to ratify by a separate vote and providing the necessary disclosure language in the ratification, when there is an increase to the property tax revenues in the proposed budget as compared to the previous year; and

WHEREAS, The City's 2023-2024 Budget has an increase in property tax revenues as compared to the previous year; and

WHEREAS, as a result of the approval of the 2023-2024 Budget, the City Council finds that it must ratify the increased revenue from property taxes.

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

Section 1. The increased revenue from property taxes in the 2023-2024 Budget is hereby ratified, with the following declaration:

“THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR’S BUDGET BY \$9,535,166 OR 42.00%, AND OF THAT AMOUNT, \$5,603,248 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.”

Section 2. This Ordinance shall become effective immediately upon its passage.

DULY PASSED and APPROVED, this the 12th day of September 2023.

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

APPROVED AS TO FORM:

City Attorney