



Life Connected.

**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, OCTOBER 10, 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 Doe Branch expansion.
- 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 land acquisition generally located south of Ash Street and west of Oklahoma Drive.

Reconvene Into Open Session

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

- A. Presentation by the Purchasing Department receiving the Achievement of Excellence in Procurement Award. (Berry)
- B. Presentation of the 2023 Collin County Bond Election by the Collin County Planning Commission. (Tubbs)
- C. Presentation of a proclamation declaring September 16, 2023 as, "National Clean Up Day" in Celina. (Tubbs)
- D. Presentation of a Proclamation to the Fire Department declaring October 8-14, 2023, "Fire Prevention Week." (Tubbs)
- E. Presentation of a Proclamation to the Planning Department declaring October 2023, "Community Planning Month." (Tubbs)
- F. Presentation of a Proclamation to the Planning Department declaring November 3, 2023, "Arbor Day." (Tubbs)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Discussion of the Ousley Park Master Plan. (Webb)
- B. Discussion regarding an update to the Master Fee Chart. (McAfee)
- C. Discussion regarding downtown parking. (McAfee)

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. Consider and act to purchase one (1) skid steer with a cold planner from HOLT through a cooperative contract with Sourcewell, in an amount not to exceed \$93,907.00. (Quigley)
- B. Consider and act to award Bid 2023-063 for street sweeping to Mister Sweeper, at the unit prices listed, in an annual amount not to exceed \$65,000 for a contract term not to exceed \$325,000.00. (Quigley)
- C. Consider and act to award Bid 2023-060 for the 2023 Downtown Water & Sewer Improvements to Quality Excavation, LLC., in the amount of \$1,259,573.75 plus ten percent contingency in the amount of \$125,957.38 for a total amount not to exceed \$1,385,531.13. (Berry)
- D. Consider and act to purchase a Camion Brinemaster 3000 for the Streets Department from C & H Outdoors DBA Sno-Biz through a cooperative contract with Sourcewell for an amount not to exceed \$49,847.25. (Quigley)
- E. Consider and act to authorize Change Order 1 for the C-Town Building modifications to Nouveau Construction & Technology Services through a cooperative agreement in the amount of \$3,002.53 for a total contract amount not to exceed \$50,602.32. (Berry)
- F. Consider and act to approve a work authorization for engineering services for the Parkside Lift Station Improvements to TRC Engineers, Inc., for an amount not to exceed \$59,980.00. (Berry)
- G. Consider and act to approve a work authorization for engineering services for the design of a pressure-reducing valve (PRV) at Preston Road and Laughlin Lane and pressure plane adjustments to Freese and Nichols, Inc., for an amount not to exceed \$74,900.00. (Berry)
- H. Consider and act to authorize Change Order 3 for Preston Road Water Line to Public Works to Maya Underground Contractors for an amount not to exceed \$64,648.25. (Berry)
- I. Consider and act to authorize a price increase to four (4) Ford F250 trucks previously approved in October 2021 to Caldwell Country Ford through a cooperative contract with BuyBoard in the amount of \$67,723.00 for a total not to exceed \$271,292.00. (Berry)
- J. Consider and act to authorize the purchase of six (6) vehicles for fiscal year 2024 for the Public Works Department from Silsbee Ford through a cooperative contract with TIPS for an amount not to exceed \$426,807.25. (Sutton)
- K. Consider and act to authorize Fiscal Year 2024 software license renewals to various vendors through existing contracts in an amount not to exceed \$329,704.42. (Berry)
- L. Consider and act to authorize the purchase of ten vehicles for fiscal year 2024 for the Police Department from Silsbee Ford, Caldwell Chevrolet, and Gunn Chevrolet through cooperative contracts in an amount not to exceed \$488,655.50. (Sutton)
- M. Consider and act to authorize the purchase of one (1) 2023 Tahoe for the Fire Department from Caldwell County Chevrolet through a cooperative contract Buyboard in an amount not to exceed \$80,650.00. (Berry)
- N. Consider and act to authorize the purchase of a Holt Cat Mini Excavator, two Holt Cat Jackhammers, one Ford F350, and one Ditch Witch Hydro Vac Trailer from various vendors through cooperative contracts for an amount not to exceed \$260,371.42. (Berry)

- O. Consider and act to authorize the Interim City Manager to execute an impact fee reimbursement and dedication of right-of-way agreement by and between the City of Celina and William K. Wood and Kathy D. Wood. (Brawner)
- P. Consider and act on partial release of Morgan Lakes Development Agreement to remove land subject to the Eland Ranch Development Agreement. (McAfee)
- Q. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, finding a public necessity exists to acquire real property interests for right-of-way (ROW) and authorizing the use of eminent domain to condemn real properties described as being located in the Collin County School Land Abstract A0167, such properties are generally located on the south and east sides of County Road 53 and the east side of Old Log Trail; providing for authorization for acquisition of property rights and hiring of legal to implement and finalize such acquisition; providing for the authorization of eminent domain proceedings; and providing an effective date. (Glasgow)
- R. 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 Five on November 14, 2023, at 4:50 p.m. and a public hearing of the City Council on November 14, 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)
- S. Consider and act upon an Ordinance amending the City's Code of Ordinances, Chapter 3: Building Regulations; Article 3.02 Technical and Construction Codes and Standards; Section 3.02.003 Adoption by Reference; Subsections (a)(7) and (b)(3). (2023 NEC - National Electrical Code) (Hernandez)
- T. Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance 2023-108 which adopted and approved the budget for fiscal year beginning October 1, 2023 and ending September 30, 2024, and make appropriations for each department, project, and account, by adopting an amended 2023-2024 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

VIII. PUBLIC HEARING/ACTION:

- A. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by amending approximately 42 acres of Planned Development (PD) No. 74 with 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) 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)
- B. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 13 acres to Commercial, Office, & Retail District (C) with the Preston Road Overlay (PRO); generally located north of Glendenning Parkway and approximately 450 feet east of Preston Road, within the City Limits. (Rayburn Park - Rezoning) (Mohan)
- C. 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 (DNTO) 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) (McAfee)
- D. Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 16 acres; generally located west of FM 455 and approximately 1,220 feet south of future O'Brien Drive, within the Extraterritorial Jurisdiction (ETJ). (Oaks Ranch – C-3 Expedited Annexation) (Mohan)
- E. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 16 acres to a Planned Development (PD) with Commercial, Office, & Retail District (C) and Single-Family Residential, Attached District (SF-A) base zoning; generally located west of FM 455 and approximately 1,220 feet south of future O'Brien Drive. (Oaks Ranch – PD Zoning) (Mohan)
- F. 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 Coit Road and the Collin County Outer Loop, within the City Limits. (Stone Tract Resubmittal – PD Zoning) (McAfee)

- G. Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 119 acres; generally located north and south of future O'Brien Drive and approximately 1,150 feet west of future Legacy Drive, within the Extraterritorial Jurisdiction (ETJ). (Legacy Hills Remainder – C-3 Expedited Annexation) (Mohan)
- H. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 119 acres to a Planned Development (PD) with the Dallas North Tollway Overlay (DNTOL); generally located north and south of future O'Brien Drive and approximately 1,150 feet west of future Legacy Drive. (Legacy Hills Remainder – PD Zoning) (Mohan)

IX. ACTION ITEM:

- A. Consider and act to authorize the purchase of two base stations from Aqua-Metric Sales as the sole source provider for an amount not to exceed \$133,500.00. (Figueroa)
- B. Consider and act to authorize the purchase of Sensus water meters and accessories from Aqua-Metric Sales as the sole source provider in an amount not to exceed \$1,051,800.00. (Figueroa)
- C. Consider and act to appoint two City Councilmembers to the Celina ISD Long-Range Planning Committee. (Frank)
- D. Consider and act upon the acceptance of a Comprehensive Tax Increment Reinvestment Zone Impact Study conducted by Willdan Financial Services. (Behringer)

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, October 5, 2023, at 5:00 p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

Lauren Vaughns, City Secretary

Date Notice Removed

MASTER FEE CHART

ANNUAL UPDATE

City Council – Worksession
October 10, 2023



BACKGROUND

- The Master Fee Chart serves many departments, including Building, Fire, Library, Parks, Utility Billing, Planning, and others
- Best practice advises to regularly update the Master Fee Chart
- The redline of the proposed changes to the Master Fee Chart was attached to the packet for review

JUSTIFICATION

- Remove duplicate and/or abandoned fees
- Monitor for improved cost recovery opportunities
- Better match regional standard
- Codify fees created by new ordinances or agreements
- Reflect changes in the market or State law
- Clarify internal policies
- General clean-up purposes

PROPOSED FEE CHANGES

- The Fire table contains many revisions, but mostly to better clarify fee structures, terminology, and processes
- Proposing minor fee increases in Building, Health, and Planning to assist with cost recovery and better match service levels
- Eliminating Library late fees
- Codifying the Film Friendly fees, in addition to recent changes in Special Events and Trash fees
- Proposing large increases to Development Agreement fees to better assist in cost recovery

NEXT STEPS

- October – worksession
- November – adoption
- December – implementation

CITY OF CELINA MASTER FEE CHART

UPDATED NOVEMBER 2023



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MASTER FEE CHART

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MASTER FEE CHART

Development Fees	
Building Permit Fees	
New 1 & 2 Family Dwellings	
Application	\$50
Plan Review	\$375 400 + \$200 each additional review after 2nd
Revised Plan Review	\$200
Building Permit	\$1.10 05 per sf under roof
T-Pole	\$75 100
Irrigation	\$185
Fence	\$75
Expired Permits/Refund	50% refund on permit fee if prior to work beginning
Re-inspection	\$100 per failed inspection after 2 nd failed inspection
Unauthorized Cover-Up/ Skipped Inspection	\$200 (doubles for every offense on same project)
Paid Same Day Inspection	\$150 (requested and paid for before 8AM)
Reinstatement of expired permit	25% (same plan) or 50% (revised) of original fee
Administrative Fee	\$20 per MEP sub-swap (on BLDSF projects only)
Parkland Dedication	1 acre each 50 lots (or \$3 per sf of land of that acreage or appraisal)
Park Improvement	\$1,500 per unit
Building Activity	\$600 per building
Technology	\$500 if/when applicable
Outdoor Warning Device	\$40 per unit (SF)
Capital Recovery Fees	If/When applicable
Impact Fees	See Impact Fee Chart (may vary with agreement)
Residential Remodels & Additions	
Application	\$50
Plan Review	\$125 + \$125 each additional review after 2nd
Building Permit Fee	\$0.65 per sf under roof (\$200 minimum)
Building Fee	\$100 per (MEP)
Re-inspection Fee	\$100 per failed inspection after 2 nd failed inspection
Working without Permit	Double the permit fee (2 nd offense is 3x the cost)

MASTER FEE CHART

Residential Building Permits - Mechanical, Electrical, Plumbing	
Building Permit - Mechanical	\$100
Building Permit - Electrical	\$100
Building Permit - Plumbing	\$100
Working without a Permit	Double the permit fee (2nd offense is 3x cost)
Residential Miscellaneous Permits (Minor Permits)	
Application Fee	\$50
Plan Review Fee	\$100 (\$200 for second & beyond)
After Hours Inspection	\$80 per hour (4-hour minimum)
Temporary Gas & Electric Inspection	\$100
Paid Same Day Inspection	\$150 (before 8AM)
Demolition or Foundation Repair	\$100
Curb Cut/Driveway/Flatwork	\$100
Fence	\$50
Solar Panel/Storm Shelter/Windows	\$100
House Moving	\$400
Irrigation	\$185
Backflow Installation	\$75
Manufactured Home	\$100 + trades (\$100 each)
Accessory Structures (patio covers, decks, outdoor kitchens, detached garages, shade structures, carports, fire pits, etc.)	\$2 25 50 per structure
Pool/Spa	\$250 (Major)/\$100 (Minor)
Generator	\$100
Refund Policy	50% of permit fee when no work has been done
Re-inspection Fee	\$100 per failed inspection after 2 nd failed inspection
Retaining Wall	\$100
Roof/Roof Repair	\$100
Simple Grading- Single Lot	\$75
T-Pole	\$75
Unauthorized Cover-Up/Skipped Inspection	\$200 (doubles for every offense on same project)
Water Well Drilling	\$100
Work without Permit fee	Double the permit fee

MASTER FEE CHART

New Commercial & Multi-Family	
Application	\$200 <u>\$225</u>
Plan Review	50% of building permit fee for projects valued at \$3,000,000 or less, 25% of permit fee for projects valued greater than \$3,000,000, or amount as required by 3 rd party review
Fourth (or more) Plan Review Fee	\$1,000 + \$1,000 for each additional round
Revised Plan Check Fee	50% of original plan review fee
Minor Plan Revision	\$500
Paid Same Day Inspection	\$150 (before 8AM)
Unauthorized Cover-Up/ Skipped Inspection	\$500 (doubles for every offense on same project)
Commercial Building Permit	Current ICC sf construction costs table fee for appropriate construction type (gross area X sf construction cost X permit fee multiplier (.0075) = permit fee
Multi-Family Building Permit	\$0.88 <u>\$0.90</u> per sf under roof
Re-Inspection	\$100 per each inspection after 2 nd failed inspection
Building Fee (M.E.P.)	\$0.04 <u>\$0.46</u> per square foot <u>(minimum \$100)</u>
Outdoor Warning Device	\$12 <u>\$14</u> per unit
T-Pole	\$150
Building Activity	\$500 per building
Technology	\$50 (per multi-family unit)
Parkland Dedication Fee	\$500 per unit (when applicable)
Park Improvement Fee	\$1,000 per unit (when applicable)
Certificate of Occupancy (CO)	\$250
Temporary CO	\$300 every 30 days
Impact Fees (water, sewer, roadway)	See Impact Fee chart

MASTER FEE CHART

Tenant Finish-Out & Remodel Miscellaneous Commercial & Multi-Family	
Application	\$200
Plan Review	50% of building permit fee for projects valued at \$3,000,000 or less, 25% of permit fee for projects valued greater than \$3,000,000, or amount as required by 3rd party review
Fourth (or more) Plan Review	\$500 (escalates by \$100 each time thereafter)
Minor Plan Revisions	\$500 (50% of original plan review fee for major revisions)
Paid Same Day Inspection	\$150 (before 8AM)
Commercial Building Permit	\$8 per \$1,000 in value (\$200 minimum)
Multi-Family Building Permit	\$0. 4441 per square foot
Building Fee (M.E.P.)	\$0.0 46 per square foot (\$75 minimum)
Clean & Show/ Meter Release	\$75
Demolition	\$100
Re-Roof	\$100 permit (per building)
Commercial Pool	\$500 + trades minimum
Curb Cut / Driveway / Flatwork	\$100
Retaining Wall/Screen Wall/ Fence	\$6 per \$1,000 valuation (\$100 minimum)
T-Pole	\$150
Temporary Trailer	\$200 + trades minimum
Temporary Batch Plant	\$350
Unauthorized Cover-up/ Skipped Inspection	\$250 (doubles for every offense on same project)
Refund Policy	80% the permit fee (only when no work has been done); 50% when work has been done
Re-inspection Policy	\$100 per inspection
Working without a Permit	Double the permit fee
After Hours Inspection	\$80 per hour (4-hour minimum)
Certificate of Occupancy (CO)	\$125
Temporary CO	\$300 every 30 days (escalates)

MASTER FEE CHART

Annual Contractor Registration	
Mechanical, Electrical, Plumbing Contractor	No charge per state law
General Contractor	\$100
Irrigator Contractor	\$100
Sign Contractor	\$100
Right-of-Way Contractor	\$100
Utility Franchise Contractor	No charge
Working without Permit Fee	Double the permit fee & Re-register as a Contractor
Signs/Promotional Event Permits	
Wall Sign or Miscellaneous	\$150 application + \$50 permit + \$75 electrical (if applicable)
Monument Sign	\$150 application + \$100 permit + \$75 electrical (if applicable)
Banners	\$50 permit (valid for a 2-week period)
Promotional Event	\$50 + \$50 food (if applicable)
Engineering Fees	
Non-Franchise	\$75
After-Hour Inspection	\$80 per hour (4-hour minimum)
Minor Review	\$500
Floodplain Permit	3 rd party review fee (if applicable) + 0-3 acres: \$300 3.01-20 acres: \$500 20+ acres: \$1,000 + \$10 per acre
Earthwork/Grading Permit	0-5 acres: \$150 5.1-10 acres: \$250 10+ acres: \$500 + \$10 per acre
Site Development Fees (Civil Permit)	
Admin Fee	\$2,476
Plan Review	\$262 (per page)
Fourth (or more) Plan Review	\$1,000 each (escalating \$1,000 each round)
Landscape/Hardscape Plan	\$250 plan review + \$500 permit
Revised Plan Fee	50% of original plan review fee (major) \$500 (minor)
Civil Permit Fee - Residential	\$601 (per lot)
Civil Permit Fee - Non-Residential	\$23,358 (per acre)
Civil Permit Fee - Multi-Family	\$8,037 (per connection)
<u>Civil Permit Fee – Off-Site Infrastructure</u>	<u>\$262 (per page)</u>
Marilee SUD Decertification	\$1,750 (per acre) or \$2,500 (per meter) No. 401-01829-00

MASTER FEE CHART

Right-of-Way Management Fees Streets, sidewalks, and other public places					
Permit Application		\$100			
Expedited Application Fee		\$250			
Saturday Inspection Fee; each Saturday		\$200			
Permit Expiration Fee; each permit for incomplete work on expiration date if not extended		\$30			
Electronic Maps Submittal Fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (2-hour minimum)		\$80			
Registration (per right-of-way user per year)		\$50			
Inspection Fee		\$1/LF or \$150/day of anticipated construction time, whichever is greater			
Small Cell Application Fee (this penalty shall not exceed and is capped by statutory limits)		\$500 (1–5 network nodes)			
		\$500 (1–5 network nodes)			
		\$1,000 per pole			
Small Cell User Fees (this penalty shall not exceed and is capped by statutory limits)		\$250 annually for each network node			
		\$20 per year for city pole attachment			
Public Inconvenience Penalty Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.					
Type of Facility	Unit of Cost	Penalty (per day)			
		31-75 days	79-90 days	90-100 days	100+ days
Sidewalk	Per sf	\$0.0026	\$0.0052	\$0.0078	\$0.0104
Driveway	Per each	\$39	\$78	\$117	\$156

MASTER FEE CHART

Fire Services	
Permit & Inspection Fees	
Application Fee	\$200 per permit (applies to all permit types)
<u>In-House Plan Review</u>	<u>\$200</u>
<u>In-House Plan Re-Review</u>	<u>\$150</u>
3 rd Party Plan Review	As applicable
Fire Alarm	1-150 devices: \$150 150+ devices: \$300 Additional floors (beyond the 1st): \$100 each
Fire Sprinkler (new commercial or multi-family)	0-100,000 sf - \$0.05 per sf 100,000+ sf - \$0.03 per sf
Fire Sprinkler (tenant finish-out / remodel)	1-150 sprinkler heads: \$250 150+ sprinkler heads: \$300 Additional floors (beyond 1 st): \$50 each Foam System: + \$50
Fire Sprinkler – Single Family	\$150 (+ \$50 foam system)
Fire Vertical Release	\$150
Fire Pump/ Fire Works	\$300
<u>Emergency Responder Communications System</u>	<u>1-150 devices: \$150</u> <u>150+ devices: \$300</u>
<u>Smoke Control System</u>	<u>Additional floors (beyond the 1st): \$100 each</u>
<u>Smoke & Heat Removal System</u>	<u>\$200</u>
<u>Alternate Suppression System</u>	<u>\$200</u>
<u>Fire Alarm Releasing System</u>	<u>1-150 devices: \$150</u>
<u>Fire Fighter Air Replenishment System (FARS)</u>	<u>\$200</u> <u>Additional floors (beyond 1st): \$50 each</u>
Stand Pipe System Underground Fire Main & Remote FDC (each) <u>Building Access Control System (per unit/door)</u> Gate Access Control (per gate) Hood <u>Suppression</u> System (per hood) FM 200 System/ Spray Booth Fire Lane modification/alteration LPG or Compressed Gases <u>Co2 Beverage Dispensing System</u> Flammable/Combustible Storage Tank <u>(each)</u> <u>Hazardous Materials</u> <u>Rack Storage</u> <u>Industrial Oven</u> Fire Lane Traffic Control Device Battery Systems <u>Inspection Types (not accounted for)</u>	\$200

MASTER FEE CHART

Temporary Tent or Canopy (per structure)	\$150
<u>Open</u> Burn Permit	\$100 per area
<u>Pyrotechnic Display (Fireworks)</u>	<u>\$300</u>
<u>Aboveground Temporary Fuel Tank</u>	<u>\$200</u>
<u>Fire Wire Inspection</u>	<u>\$100 per building</u>
Working without a Permit	Double the permit fee
Annual Re-inspection Failed Fee	\$75 per inspection
Red Tag/Failed Inspection/Stop Work Order	\$250 (each occurrence)
After Hours Inspection	\$80 per hour (4-hour minimum)
Fire Watch Personnel	\$50 per hour (4-hour minimum per each fire watch)

Health Services	
Food Service Establishment	\$375
Food Service - Limited Purpose/Private School	\$100
Food Service - Non-Profit/Public School	No charge
Food Truck (hot or cold)	\$325 (includes fire inspection)
Grocery Store - Major	\$625 <u>\$650</u>
Grocery Store - Minor	\$275
Late Annual Renewal	\$125 <u>\$150</u>
Re-inspection Fee	\$100
Seasonal Food	\$150
Temporary Food/ Event Vendor	\$100 (included fire inspection)
Other Annual Permits	
Alcohol	Half of the State Fee (TABC regulated)
Pool (Public or semi-private)	\$225
Peddler/Solicitor/Vendor	\$100 per year per person
Liquid Waste Transporter	\$50 each vehicle
Sustainability Registration (multi-family)	\$150 + \$25 per unit
Sustainability Registration (single-family & duplex)	\$50 per unit
COSI Program	\$50
Carriage Operator License	\$50
Carriage Driver License	\$25

MASTER FEE CHART

Planning Services	
Application Fee	\$300
Site Plan Review	\$750
Minor/Amending/Conveyance Plats	\$400
Preliminary/Replat/ Final Plats	\$500 + \$ 12 <u>15</u> per lot
Plat Filing Fee	\$200 <u>\$300</u>
Development Agreement (Minor)	\$1,000
Development Agreement	\$3,000 <u>\$5,000</u>
Development Agreement (Major)	\$8,000 <u>\$12,000</u>
Fourth (or more) Review Fee	\$1,000 + \$1,000 for each additional review round
Annexations/PDs/Zoning Change	\$750
Specific Use Permit	\$500
Zoning Verification Letter	\$200
Variance (BOA)/HPC	\$300
Zoning Signage	\$350
Alley/ROW Abandonment	\$300
Downtown Parking (in lieu)	\$3,000 per space (up to 50%) <i>Downtown Code</i>
Prints of Long-Range Plans	\$50
Tree Removal	
Tree Removal Permit	\$200 (+ mitigation - see Tree Valuation Schedule)
6" - 10" (DBH)	\$600 x (multiplier)
11" - 20" (DBH)	\$1,600 x (multiplier)
21" - 30" (DBH)	\$4,000 x (multiplier)
31" + (DBH)	\$5,000 x (multiplier)
Illegal Tree Removal	\$1,000 + double the mitigation costs

MASTER FEE CHART

Fire Department Fees	
EMS Billing Fees	
BLS Nonemergency	\$1,150
BLS Emergency	\$1,150
ALS Nonemergency	\$1,350
ALS Emergency	\$1,350
ALS Level 2	\$1,450
Specialty Care Transport	\$1,350
Oxygen	\$125
ALS Disposables	\$400
BLS Disposables	\$300
Medications	\$100
Additional Crew Member	\$40
Refusal/No Transport Fee	N/A
Definitive Care Fee (treatment by IV or IM meds with no transport)	\$200
Security Alarm Fees	
Annual, Nonrefundable - New Alarm permit or Renewal (Residential)	\$35
Annual, Nonrefundable - New Alarm Permit or Renewal (Commercial & MF)	\$100
• A permit is valid for a period of twelve (12) months from the date of issuance. Permits must be renewed within ten (10) days of the expiration of the previously issued permit. An updated application and registration renewal fee must be submitted for renewal. • Governmental and public educational sites are exempt from all permit fees, false alarm charges, service fees, and fines that are assessed under this article as long as the entity has a valid alarm permit, but shall comply with all other requirements of this article.	
To register an alarm and/or read the City Ordinances on Alarm Systems visit www.crywolfservices.com/celinatx	
Business Fees	
Liquid Propane Portable Container Permit (retail)	Display: \$150 per display A plan submittal by the owner is required prior to inspection. Fees include plan review, one final inspection, and a permit. If a red tag is issued to the contractor during an inspection, there will be a re-inspection fee of up to \$250 for each re-inspection.

MASTER FEE CHART

Utility Rates & Charges		
Water Deposits		
Residential	\$200 each living unit	
Business - Fewer than 5 employees	\$150	
Business - 5+ employees	\$200	
Cleaners/Laundromats	\$250	
Grocery Store - Minor	\$250	
All Two-Inch Meters	\$250, plus \$100 for each inch over 2"	
Water Rates - Residential		
Inside City (W1) - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	\$24.56	\$24.56
1"	\$41.30	\$41.30
1-1/2"	\$82.61	\$82.61
2"	\$132.18	\$132.18
Inside City (W1) - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	\$5.37	\$5.37
10,001-20,000	\$8.13	\$8.13
20,001-30,000	\$9.57	\$9.57
30,001 & above	\$13.81	\$13.81
Outside City (W2) - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	\$36.84	\$36.84
1"	\$61.95	\$61.95
1-1/2"	\$123.92	\$123.92
2"	\$198.27	\$198.27
Outside City (W2) - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	\$8.05	\$8.05
10,001-20,000	\$12.19	\$12.19
20,001-30,000	\$14.35	\$14.35
30,001 & above	\$20.72	\$20.72
Water Rates - Commercial		
Inside City (W3) - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	\$29.50	\$29.50
1"	\$51.63	\$51.63
1-1/2"	\$103.27	\$103.27

MASTER FEE CHART

2"	\$165.22	\$165.22
3"	\$247.83	\$247.83
4"	\$413.05	\$413.05
Inside City (W3) - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	\$5.37	\$5.37
10,001-20,000	\$8.13	\$8.13
20,001-30,000	\$9.57	\$9.57
30,001 & Above	\$13.81	\$13.81
Outside City (W4) – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾"	\$44.26	\$44.26
1"	\$77.45	\$77.45
1-1/2"	\$154.90	\$154.90
2"	\$247.84	\$247.84
3"	\$371.74	\$371.74
4"	\$619.58	\$619.58
Outside City (W4) – Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	\$8.05	\$8.05
10,001-20,00	\$12.19	\$12.19
20,001-30,000	\$14.35	\$14.35
30,001 & Above	\$20.72	\$20.72
Temporary Water Service: Temporary water service may be established at a residential structure for cleaning at the rate of \$15.00 per day, which includes services for seven (7) days or less for up to two-thousand gallons. The temporary connection service may be renewed in seven-day increments to a maximum of twenty-eight (28) consecutive days. Water consumed over two-thousand gallons will be billed at the regular volumetric rates. Bulk water sales: Bulk water sales via a fire hydrant connection will be billed at the most current commercial rate. Anyone caught obtaining water without permission will be charged with a criminal offense. New Home Builder Service: New homes that are under construction will be charged at monthly fee of \$100.00 per month during construction in lieu of standard billing rates. After a Certificate of Occupancy is issued on a new home, the City's standard rate structure will apply.		
Waste Water - Residential		
Inside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾"	\$25.54	\$25.54
1"	\$45.90	\$45.90
1-1/2"	\$85.66	\$85.66
2"	\$146.85	\$146.85

MASTER FEE CHART

Inside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
Minimum - 5,000	\$6.37	\$6.37
5,001-Above	\$7.88	\$7.88
Gallon Allowance	1,000	0
Outside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾"	\$38.32	\$38.32
1"	\$68.84	\$68.84
1 ½"	\$128.49	\$128.49
2"	\$220.27	\$220.27
Outside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
Minimum-5,000	\$9.55	\$9.55
5,001-Above	\$11.82	\$11.82
Gallon Allowance	1,000	0
Waste Water - Commercial		
Inside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾"	\$30.59	\$30.59
1"	\$57.37	\$57.37
1 ½"	\$107.08	\$107.08
2"	\$183.56	\$183.56
3" (added 12/13/22)	\$265.96	\$265.96
4"	\$458.90	\$458.90
6" (added 12/13/22)	\$917.80	\$917.80
8" (added 12/13/22)	\$1,835.60	\$1,835.60
Inside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001 & above	\$6.94	\$6.94
Outside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾"	\$45.89	\$45.89
1"	\$86.06	\$86.06
1 ½"	\$160.63	\$160.63
2"	\$275.34	\$275.34
4"	\$688.36	\$688.36
Outside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001 & Above	\$10.41	\$10.41

MASTER FEE CHART

Municipal Drainage Utility System Fees	
The drainage utility fee set forth in this section shall be collected through the city's bill for public utilities pursuant to the act	
Impervious Area: Fee Assessed	
- Drainage utility fees shall be charged based on a property's contribution to the public drainage utility system. The contribution shall be based on the impervious area for the property. - The drainage utility fee, payable monthly, shall be established with respect to all property within the City according to the following schedule	
Single-Family Residential	
Tier 1 (smallest 20%, 0 – 3,750 sf IA)	\$4.90
Tier 2 (middle 60%, 3,750–6,400 sf IA)	\$7.90
Tier 3 (largest 20%, > 6,400 sf IA)	\$13.25
Non Single-Family Residential	
Monthly Rate per ERU	\$7.75
*ERU (Equivalent Residential Unit) = 5,000 sf impervious area. A minimum charge of one (1) ERU shall be applied to each nonexempt non-single family residential developed property, regardless of classification.	
Impervious Exemptions	
- Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the city in which the property is located for maintenance; - A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the city; - Property with proper construction and maintenance of a wholly sufficient and privately-owned drainage system; - State property; - City property; - County property; - School district property; - Tax-exempt religious institution property; and Public or private institutions of higher education property.	

MASTER FEE CHART

Service Fees							
Garbage Collection (Residential / Senior Citizen) + 8.25% Sales Tax							
Effective	11/18/2021			11/18/2022			
Trash	\$15.10 / \$14.05			\$16.30 / \$15.40			
Recycling	\$3.50 / \$3.50			\$3.65 / \$3.65			
Extra Cart	\$9.25			\$9.75			
Garbage Collection (Mustang SUD Customers) + 8.25% sales tax							
Effective	11/18/2021			11/18/2022			
Trash	\$15.10			\$16.30			
Recycling	\$3.50			\$3.65			
Extra Cart	\$9.25			\$9.75			
Commercial Rate Schedule							
Size/ Frequency	Lifts						
	1	2	3	4	5	6	Extra Lift
2 Cubic Yd	\$90.87	\$186.05	\$250.80	\$256.70	\$272.74	\$278.20	\$64.51
3 Cubic Yd	\$126.82	\$281.56	\$350.02	\$375.84	\$399.33	\$407.31	\$75.24
4 Cubic Yd	\$168.06	\$338.21	\$463.87	\$473.03	\$502.59	\$512.65	\$85.97
6 Cubic Yd	\$188.93	\$377.12	\$521.46	\$531.42	\$649.50	\$740.43	\$118.22
8 Cubic Yd	\$230.92	\$415.62	\$637.79	\$850.34	\$1,154.45	\$1,276.14	\$128.95
Container with Gates			\$6.44				
Containers with Casters			\$12.88				
Containers with Locks			\$12.56				
Commercial Cart 1x Week			\$33.32				
Commercial Cart 2x Week			\$42.32				
Commercial Recycle Cart			\$3.45				
Additional Cart			\$25.49				
Roll off Rate Schedule (20, 30, 40 Cubic Yard) Per Ton							
Haul				\$513.33			
Delivery				\$135.10			
Daily Rent				\$5.41			
Monthly Rent				\$162.33			
Disposal Per Ton				\$46.84			
Disposal Load				\$300.00			
Relocation				\$91.26			
Downtown Compactors (City Owned)							
		Monthly (1 pickup/week)			Monthly (2 pickup/week)		
Tier 1 - Service Company		\$50			\$80		
Tier 2 - Service Company		\$150			\$250		

MASTER FEE CHART

Tier 3 - Food Service Company		
0-125 Max Occupancy (inside/outside)	\$500	\$600
126-225 Max Occupancy (inside/outside)	\$600	\$700
226-300 Max Occupancy (inside/outside)	\$700	\$800
Replacement of Key	\$100	
Illegal Dumping Fee (no 1-time use allowed)	\$1,000	
Water & Sewer Service Charges		
Disconnect/Reconnect Fee	\$50 (\$75 if beyond the City's normal business hours)	
Transfer Fee	\$25	
Trip Fee	\$15 (\$75 if beyond the City's normal business hours)	
Re-Read	\$20	
Profile History	\$25 plus \$0.10 per page	
Temporary Disconnect/Reconnect	\$25	
Meter Test	\$150	
Tamper Test	\$1,000	
Returned Check Fee	\$25	
Meter Fees		
¾"	\$415 (existing meters only)	
1"	\$480 (minimum meter size)	
1 ½"	\$1730	
2"	\$1,970	
Meter Change Out (Customer Request)	Current cost of the meter plus labor & materials	
Fire Hydrant Meter Fees		
Meter Deposit	\$2,700	
Monthly Administrative Fee	\$50	
Relocation Fee	\$100 (original) \$150 (2 nd time) \$200 (3 rd + time)	
Tamper Fee	\$1,000	
Damaged Collar Lock	\$95	

MASTER FEE CHART

Damage (due to improper freeze protection or abuse)	\$1,400
Damaged RPZ (due to improper freeze protection or abuse)	\$806
<i>Contractors are responsible for providing proper freeze protection to Fire Hydrant Meter and RPZ assembly</i>	
Re-inspection Fees	
First	\$125
Second	\$175
Third	\$225
Water/Wastewater Connection Fees	
Water	
1" Access	\$2,175
1 ½" Access	\$2,475
2" Access	\$2,475
Boring Fee	\$1,200
• All taps and meters greater than two inches will need to be installed by the contractor, shall require a meter vault, and shall meet the most current engineering design standards. The City will only install meters up to 2" in size; larger meters must be picked up and installed by the builder. • Standard fees reference herein do not include extraordinary costs incurred by the City, including but not limited to the cost of labor and materials related to boring and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.	
Sewer	
4" Tap	\$1,500
Boring Fee	\$1,000
• All taps greater than four inches will need to be installed by the contractor. • Standard fees referenced herein do not include extraordinary costs incurred by the City, including but not limited to the cost of labor and materials related to boring, manholes, and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.	
<u>Pro-Rata Charges</u>	
The rate of recovery will be calculated at the time of installation, however, will not exceed the actual amount of the line installed. The time period for recovery is five years past the date of the end of the maintenance bond.	
<u>Impact Fees</u>	
Impact fees for water and sewer service units shall be charged in accordance with the current impact fee ordinance.	
<u>Repair Fees</u>	
Repair to a city-owned infrastructure, including meters/components, will be charged to the party responsible for the damage or disruption of service. The fees associated with the repair	

MASTER FEE CHART

charge will be actual cost of materials, equipment, labor, and repair to streets and easements.

Review Fees for Permits - Individual wastewater discharge permit

A review fee and administration fee will be due at time of application in the amount of seven thousand five hundred dollars (\$7,500). No permit will be issued until this fee is paid by the applicant.

Parks & Recreation			
Practice/Tournament			
	Practice (2 hours)	Tournament*	Camp/Clinic/Etc.
Turf Baseball/Softball	\$50	\$400 (per day)	\$10 per participant, as applicable**
Baseball/Softball (per field)	\$50	\$350 (per day)	
Soccer/Football (per field)	\$25	\$200 (per day)	
Tennis Court (per court)	\$20	\$40 (per day)	
*Tournament fee includes 1 field setup, typically for the start of the event			
**The Parks Department reserves the right to adjust pricing based on the specifics of any given event			
Additional Facility Costs			
Lighting (per field)		\$40 per hour	
Game Preparation (baseball/softball)		\$30 per field, per setup	
Game Preparation (multiuse fields)		Costs contingent upon dimensions and markings required (\$30 minimum)	
Parks and Recreation Staff (per employee)		\$40 hourly	
• After 11:00 PM, it is mandatory to have one parks representative on site • At the discretion of the Director, more than one parks representative may be required • Repair of damaged facilities to be paid for at actual cost of labor and materials • Parks department reserves exclusive right to sale of concession items and use of concession stand unless agreed upon otherwise in rental agreement contract			
Pavilion (per 4 hours)			
Less than 50 attendees		\$50	
51-100 Attendees		\$75	
More than 100 Attendees		\$125	
Senior Center			
Deposit		\$100	
Rental Fee		\$50 per day	
Special Events			

MASTER FEE CHART

Special Events Permits	\$50
<u>Film Friendly Application (Minor)</u>	<u>\$100</u>
<u>Film Friendly Application (Major)</u>	<u>\$300</u>
<u>Special Events, Tents</u>	<u>\$150 per event</u>
Downtown Pavilion Wedding Rental	
\$500 - please note that the City entered into an exclusivity agreement with Two29 On The Square and S&S Events Rentals, requiring all interested parties to book this City facility through that license.	
Library Fees	
Overdue Books, Audio Books, Music CD's, and Magazines	\$0.25 per day
Overdue DVDs	\$1 per day
Maximum Fine	Replacement cost of the item documented in the library database record
Replacement Library Cards	\$1
Damaged Audio/Visual Cases	\$3
Lost or Damaged Material	Replacement cost of the item documented in the library database record
Copies & Printing	\$0.10 per page
Fax (sending and receiving)	\$1 for first page and \$0.50 for each additional page
*Library material that is 60 days or more overdue is considered lost, and the replacement cost of the item is added to the borrower's record.	
Miscellaneous Fees	
Copies of fire and police reports and other special documents	Charges to recover costs associated with public information requests related to fire and police shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information. Copies of special documents for police reports shall be assessed in accordance with the Texas Transportation Code (550.065) Release of Certain Information Relating to Accidents.
Copies of public information	Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.

MASTER FEE CHART

Fingerprinting Fee	\$25
Garage Sale Permit	\$10 per event held
Animal Control Related Fees	Animal control related fees shall be in accordance with the Collin County Animal Services and City of Celina Interlocal Agreement, as amended.
Financial Statements or Year-End Audits	\$10
Code of Ordinances	\$100
Comprehensive Plans with Maps	\$200



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Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ryan Quigley, Purchasing Agent
CC: Andrew Figueroa, Director of Public Works
Date: October 10, 2023
Re: Skid Steer with Cold Planner, Replaces Unit #1402

Action Requested:

Consider and act to purchase one (1) skid steer with a cold planner from HOLT through a cooperative contract with Sourcewell, in an amount not to exceed \$93,907.00. (Quigley)

Background Information:

Staff requests authorization to procure a new skid steer with a cold planner to replace unit 1402 (2014 Caterpillar Skid Steer) through the following cooperative agreement.

- Cooperative Agency: Sourcewell
- Cooperative Contract #:032119

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. HOLT_Skidsteer and Cold Planer Quote

Financial Consideration:

Funding is available in the vehicle & equipment replacement Fund (VERF). Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends approval.



DATE: Aug 30, 2023
QUOTE #:316342-02

CITY OF CELINA
ALAN ANDERSON
142 N OHIO ST
CELINA, TEXAS 75009-6201

Pemberton, Brent
817.219.6187

One (1) New Caterpillar Inc Model: 259D3 Compact Track Loader
CAB AND AIR
HIGH FLOW HYDRAULICS w/ HYDRAULIC QUICK COUPLER

SALE PRICE	\$78,671
PC105 Cold Planer	\$15,236
TOTAL PRICE	\$93,907

Quote Through Sourcewell Contract 032119 – Member 115658

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty
Extended Warranty: **60 MO/3000 HR POWERTRAIN + HYDRAULICS**

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
QP3/D3/CAB/AC/HYDQC/XPS	512-4259
RUBBER BELT, 2 SPD, TF IDLERS	357-0240
TRACK,RUBBER,320MM(12.6IN)BLCK	343-4599
REAR LIGHTS	356-6082
SEAT BELT, 2"	542-6994
RIDE CONTROL	512-3484
BATTERY,HD,DISCONNECT, 850 CCA	560-7824
CAB PACKAGE, ULTRA (includes High Flow)	588-9122
FILM, RIDE CONTROL, ANSI	422-3445
PRODUCT LINK, CELLULAR PL641	573-8121
DOOR, CAB, POLYCARBONATE	539-8616
BUCKET-GP, 74", BOCE 279-5373	INCLUDED
COLD PLANER, PC105 529-5770	INCLUDED (itemized above)

588-9122 CAB PACKAGE, ULTRA

INCLUDES:

512-4325 HYDRAULICS, PERFORMANCE, (H3) - High Flow Hydraulics
512-4115 CONTROL, ISO, PROP, WT
495-1671 LIGHTS, LED
512-4345 ROPS, ENCLOSED WITH A/C (C3) Cab and Airconditioning
416-9265 DISPLAY, ADVANCED, LCD, CAMERA
486-6956 FAN, COOLING, DEMAND
512-4052 QUICK COUPLER, HYDRAULIC
536-9738 SEAT,AIR SUSPENSION,CLOTH,HEAT
345-6180 STANDARD RADIO(12V),BLUETOOTH
568-4702 FILM, TWO SPEED WITH HIGH FLOW

529-5770 COLD PLANER, PC105

450mm (18") drum width - 42 all purpose conical bits
1860mm (73") overall width, Self-Levelling, replaceable side skids
Max Pro Pressure Gauge (for identifying optimal performance)
Drum center and drum front indication gauges on both sides
Manually adjusted independent left/right depth control
Optimal Flow / Pressure : 115 l/min (31gpm) / 230 bar (3330 psi)

INCLUDES: piston direct drive motor, 150mm (6") max. depth of cut, hydraulic lines with quick disconnects, mounting bracket and hardware.
 REQUIRES: High Flow Hydraulics or Standard Flow with case drain connection and min flow of 80 l/min (21 gpm).
 For XPS machines run in Standard Flow with case drain

STANDARD EQUIPMENT

POWERTRAIN

Cat C3.3B diesel engine
 -Gross horsepower per SAE J1349
 74.3 hp (55.4 kW) @ 2400 RPM
 -Electric fuel priming pump
 -Glow plugs starting aid
 -Liquid cooled, direct injection
 Air cleaner, dual element, radial seal
 S-O-S sampling valve, hydraulic oil

UNDERCARRIAGE

Suspension - independent torsion axle(4)

HYDRAULICS

ISO or H pattern controls:
 Electro/hydraulic implement control
 Electro/hydraulic hydrostatic

ELECTRICAL

12 volt electrical system
 80 ampere alternator
 Ignition key start / stop / aux switch
 Lights:
 -Gauge backlighting

OPERATOR ENVIRONMENT

Operator warning system indicators:
 -Air filter restriction
 -Alternator output
 -Armrest raised / operator out of seat
 -Engine coolant temperature
 -Engine oil pressure
 -Glow plug activation
 -Hydraulic filter restriction
 -Hydraulic oil temperature
 -Park brake engages
 -Engine emission system
 Gauges: fuel level and hour meter
 Storage compartment with netting
 Ergonomic contoured armrest
 Control interlock dystem, when operator

FRAMES

Lift linkage, vertical path
 Chassis, one piece welded
 Machine tie down points (6)

OTHER STANDARD EQUIPMENT

Engine enclosure - lockable
 Extended life antifreeze (-37C, -34F)
 Work tool coupler
 Hydraulic oil level sight gauge
 Radiator coolant level sight gauge
 Radiator expansion bottle
 Cat ToughGuard TM hose

Filter, cartridge type, hydraulic
 Filters, canister type, fuel
 and water separator
 Radiator / hydraulic oil
 cooler (side-by-side)
 Spring applied, hydraulically released,
 parking brakes
 Hydrostatic transmission

Two speed motor

transmission control
 Speed sensor guarding

-Two rear tail lights
 -Dome light
 Backup alarm
 Electrical outlet, beacon

leaves seat or armrest raised:
 -Hydraulic system disables
 -Hydrostatic transmission disables
 -Parking brake engages
 ROPS cab, open, tilt up
 Anti-theft security system w/6-button
 keypad
 FOPS, Level I
 Top and rear windows
 Floormat
 Interior rear view mirror
 USB charging port
 Horn
 Hand (dial) throttle, electronic

Belly pan cleanout
 Support, lift arm
 Rear bumper, welded

Heavy duty flat faced quick disconnects
 with integrated pressure release
 Split D-ring to route work tool hoses
 along side of left lift arm
 Hydraulic demand cooling fan
 Per SAE J818-2007 and EN 474-3:2006 and
 ISO 14397-1:2007



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Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ryan Quigley, Purchasing Agent
CC: Andrew Figueroa, Director of Public Works
Date: October 10, 2023
Re: Bid 2023-063 Street Sweeping

Action Requested:

Consider and act to award Bid 2023-063 for street sweeping to Mister Sweeper, at the unit prices listed, in an annual amount not to exceed \$65,000 for a contract term not to exceed \$325,000.00. (Quigley)

Background Information:

On September 26th, 2023 the City received responses to Bid 2023-063 for street sweeping. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which eight hundred and thirteen (813) vendors were notified. Five (5) no bids and two (2) responses were received.

The submissions were reviewed by Procurement staff and evaluated by Public Works staff. Staff recommends awarding Mister Sweeper. The specifications were not designed to award to multiple vendors.

The initial contract period is for one (1) year with four (4) optional one (1) year renewals.

Legal Review:

Contract documents have been previously reviewed and approved.

Supporting Documents:

1. Scoring Summary
2. Bid Tabulation
3. 2023-063 Agreement - Mister Sweeper

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.

Supplier Scoring Summary**2023-063 - Street Sweeping - Scoring Round**

Supplier			Rank	Score			Bid Evaluation	Cost - Formula based	Detailed Work Plan	Resources	Experience of the Firm
				100			50.00	20.00	20.00	10.00	
Mister Sweeper LP		1	100.00				50.00	20.00	20.00	10.00	
Sweeping Corporation of Americ		2	87.50				43.00	14.50	20.00	10.00	
			93.75				46.50	17.25	20.00	10.00	

Bid 2023-063 Street Sweeping Opened at 10:00 AM on 9-26-23				Sweeping Corporation of America, LLC		Mister Sweeper LP	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Regular Sweeping Services (Regenerative Air)						
1.1	Arterial	53	Curb Mile	\$ 140.95	\$ 7,470.35	\$ 99.56	\$ 5,276.68
1.2	Collectors	39	Curb Mile	\$ 140.95	\$ 5,497.05	\$ 99.56	\$ 3,882.84
	Quarterly Subtotal				\$ 12,967.40		\$ 9,159.52
	Annual Total				\$ 51,869.60		\$ 36,638.08
2	Special Sweeping Services						
2.1	Non-emergency	3	Hours	\$ 140.95	\$ 422.85	\$ 199.00	\$ 597.00
2.2	Emergency	5	Hours	\$ 140.95	\$ 704.75	\$ 249.00	\$ 1,245.00
2.3	Special event before and after event	4	EA	\$ 845.00	\$ 3,380.00	\$ 2,000.00	\$ 8,000.00
2.4	Special event after event only	4	EA	\$ 422.00	\$ 1,688.00	\$ 1,000.00	\$ 4,000.00
	Subtotal				\$ 6,195.60		\$ 13,842.00
	Grand Total				\$ 58,065.20		\$ 50,480.08

City of Celina, Texas
Standard Contract for Services

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (hereinafter referred to as the "City") and **Mister Sweeper LP** (hereinafter referred to as the "Provider") for **Street Sweeping**, (hereinafter referred to as the "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 City and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The City agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: **Street Sweeping, RFP # 2023-063** (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in **Exhibit A- Request for Proposal**. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the City in writing. The City will not be awarding Lines 2.5 and 2.6.
3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Agreement and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period for this Agreement is twelve (12) months from October 11, 2023 to October 11, 2024. All pricing is to remain firm during this contract period. This Agreement is renewable for up to four (4) additional one-year terms on an annual basis. Both parties must be in agreement. Provider must notify the City 120 days prior to end of the current term in the event of non-renewal.
5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in **Exhibit B- Suppliers Response**, attached hereto and incorporated herein by reference.
6. **PAYMENTS.** Payments will be processed within thirty (30) days after the City's receipt of the invoice for the Services rendered or as set forth in **Exhibit A**.
7. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, City of Celina, 142 N. Ohio, Celina, TX 75068, or emailed to accountspayable@celina.gov.
8. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Provider on account of unsatisfactory performance by the Provider. The amount to be withheld will be calculated based on the work not performed and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and, if so used, will not be paid to the Provider.
9. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to the Provider.
10. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in **Exhibit A**. Failure to maintain the required insurance may result in immediate termination of this Agreement.
11. **INDEMNIFICATION.** **THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS,**

ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

12. **TRANSFER OF INTEREST.** Neither the City nor the Provider may assign or transfer their interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement is binding on the City, the Provider, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Provider shall make available to the City for examination all of its records with respect to all matters covered by this Agreement, and will permit the City to audit, examine and make copies, excerpts, or transcripts from such records. The City may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to this Agreement.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Provider shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Provider agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-Provider, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Provider shall keep records and submit reports concerning the racial and ethnic origin(s) of applicant employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** The City may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions

exists, the City shall notify the Provider and the Provider shall be given seven (7) days to cure such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the City, the City may terminate this Agreement upon written notice as provided herein.

Furthermore, the City retains the right to terminate this Agreement at the expiration of each City budget period (September 30) during the term of this Agreement, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Provider consents to the City's selection of another Provider to assist the City in any way in completing the Services. The Provider further agrees to cooperate and provide any information requested by the City in connection with the completion of the Services.

The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against the Provider that may be available under applicable law.

16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the City that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement.
17. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the City's written approval before such work begins.
18. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the City's prior written consent.
19. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the City by 8:00 a.m. of the following City business day after the incident. If damage may result in further damages to the City or loss of City property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to City property or equipment caused by the Provider's officers, employees, agents or sub-Providers.
20. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the City has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the City has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City are followed.
22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the City and the Provider, the City and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.

23. **ENTIRE CONTRACT.** This Agreement together with Exhibit A and B, attached hereto and any other exhibit attached hereto contains the entire contract between the City and the Provider concerning the Services for the Project. There will be no understandings or contracts other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.
24. **MAILING ADDRESSES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

City of Celina
Attn: Contracts
142 N. Ohio
Celina, TX 75009
contracts@celina-tx.gov

Provider
Mister Sweeper
PO Box 560048
Dallas, TX 75356

Any notices and communications required to be given in writing by one Party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.
26. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Denton County, Texas.
27. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.
28. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the City and the Provider, as indicated below.

CITY OF CELINA

PROVIDER

Signature

Signature

Print Name and Title

Print Name and Title

Date

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: October 10, 2023
Re: 2023 Downtown Water & Sewer Improvements, Bid 2023-060, W60

Action Requested:

Consider and act to award Bid 2023-060 for the 2023 Downtown Water & Sewer Improvements to Quality Excavation, LLC., in the amount of \$1,259,573.75 plus ten percent contingency in the amount of \$125,957.38 for a total amount not to exceed \$1,385,531.13. (Berry)

Background Information:

On September 7, 2023, the City received responses to Bid 2023-060 for the 2023 Downtown Water & Sewer Improvements. The project consists of the installation of approximately 3,335 linear feet of 8-inch water main, 637 linear feet of 8-inch sanitary sewer main, 615 linear feet of 4-inch sanitary sewer force main, 72 linear feet of 10-inch sanitary sewer by bore/encase, and 1,000 LF of full-depth asphalt pavement reclamation with HMAC overlay.

The bid invitation was advertised in the local paper and posted to the City's eProcurement system in which four hundred eighty-one vendors and plan rooms were notified. Six responses and one no-bid were received.

An initial review was completed by Purchasing and forwarded to staff and the Engineer of Record. The engineer reviewed the submitted and recommended the apparent low bidder.

Legal Review:

Contract documents have been previously reviewed and approved.

Supporting Documents:

1. Bid Tabulation by Supplier
2. 00400 - Standard Form of Agreement

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 approval.

BID TABULATION															
2023-060															
2023 Downtown Water & Sewer Improvements, W60															
Line #	Description	QTY	UOM	Quality Excavation, LLC		Maya Underground Contractors		ANA Site Construction		2T Underground LLC.		Canary Construction, Inc.		ATKINS BROS. EQUIP. CO., INC	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1.1	8-Inch Water Pipe	3333	LF	96.75	322,467.75	109.00	363,297.00	110.00	366,630.00	115.00	383,295.00	155.00	516,615.00	160.00	533,280.00
1.2	8-Inch Gate Valve	22	EA	3,000.00	66,000.00	3,320.00	73,040.00	4,000.00	88,000.00	3,500.00	77,000.00	4,000.00	88,000.00	2,500.00	55,000.00
1.3	6-Inch Gate Valve	4	EA	2,500.00	10,000.00	2,447.00	9,788.00	3,500.00	14,000.00	3,000.00	12,000.00	3,500.00	14,000.00	2,000.00	8,000.00
1.5	Connect to Existing Water Line	12	EA	2,200.00	26,400.00	2,521.00	30,252.00	3,300.00	39,600.00	3,500.00	42,000.00	4,500.00	54,000.00	7,500.00	90,000.00
1.6	Trench Protection	3365	LF	1.50	5,047.50	1.00	3,365.00	1.00	3,365.00	3.00	10,095.00	2.00	6,730.00	2.00	6,730.00
1.7	Remove and Replace Asphalt Pavement	700	SY	154.00	107,800.00	103.00	72,100.00	90.00	63,000.00	110.00	77,000.00	300.00	210,000.00	300.00	210,000.00
1.8	Remove and Replace Gravel Pavement	163	SY	40.00	6,520.00	58.00	9,454.00	30.00	4,890.00	40.00	6,520.00	150.00	24,450.00	100.00	16,300.00
1.9	Remove and Replace Concrete Pavement	156	SY	178.00	27,768.00	225.00	35,100.00	200.00	31,200.00	150.00	23,400.00	300.00	46,800.00	330.00	51,480.00
1.10	Connect to Existing Water Service	32	EA	1,190.00	38,080.00	2,534.00	81,088.00	2,500.00	80,000.00	3,000.00	96,000.00	2,220.00	71,040.00	7,500.00	240,000.00
1.11	Connect to Existing Water Service w/ Bore	22	EA	1,990.00	43,780.00	4,706.00	103,532.00	3,300.00	72,600.00	3,000.00	66,000.00	3,600.00	79,200.00	10,000.00	220,000.00
1.12	Project Sign	1	EA	800.00	800.00	1,398.00	1,398.00	2,000.00	2,000.00	1,000.00	1,000.00	1,200.00	1,200.00	7,000.00	7,000.00
1.13	SWPPP	1	LS	3,500.00	3,500.00	2,978.00	2,978.00	11,000.00	11,000.00	15,000.00	15,000.00	5,600.00	5,600.00	10,000.00	10,000.00
1.14	Block Sod	4940	SY	11.25	55,575.00	5.50	27,170.00	8.00	39,520.00	6.00	29,640.00	22.00	108,680.00	60.00	296,400.00
1.15	Traffic Control	1	LS	15,000.00	15,000.00	9,602.00	9,602.00	20,000.00	20,000.00	16,000.00	16,000.00	8,000.00	8,000.00	1,000.00	1,000.00
1.16	Silt Fence	4550	LF	1.35	6,142.50	3.00	13,650.00	4.00	18,200.00	6.00	27,300.00	3.00	13,650.00	3.00	13,650.00
1.17	12-INCH GATE VALVE	1	EA	5,200.00	5,200.00	5,414.00	5,414.00	8,300.00	8,300.00	8,000.00	8,000.00	5,500.00	5,500.00	4,000.00	4,000.00
1.18	Fire Hydrant Assembly	4	EA	9,400.00	37,600.00	7,347.00	29,388.00	9,200.00	36,800.00	9,000.00	36,000.00	11,000.00	44,000.00	7,000.00	28,000.00
1.19	8 INCH SEWER PIPE	637	LF	165.00	105,105.00	85.00	54,145.00	83.00	52,871.00	90.00	57,330.00	160.00	101,920.00	175.00	111,475.00
1.20	10-Inch Sewer Pipe w/Bore and Encase	53	LF	1,500.00	79,500.00	1,373.00	72,769.00	610.00	32,330.00	570.00	30,210.00	950.00	50,350.00	170.00	9,010.00
1.21	10 Inch Sewer Pipe	20	LF	500.00	10,000.00	109.00	2,180.00	260.00	5,200.00	180.00	3,600.00	260.00	5,200.00	170.00	3,400.00
1.22	5 Foot Diameter Manhole	4	EA	22,350.00	89,400.00	18,394.00	73,576.00	21,000.00	84,000.00	19,000.00	76,000.00	29,000.00	116,000.00	7,500.00	30,000.00
1.23	4 Foot Diameter Manhole	7	EA	10,300.00	72,100.00	9,092.00	63,644.00	9,700.00	67,900.00	12,000.00	84,000.00	12,000.00	84,000.00	6,500.00	45,500.00
1.24	I & I Barrier	5	EA	1,250.00	6,250.00	1,844.00	9,220.00	1,300.00	6,500.00	700.00	3,500.00	2,600.00	13,000.00	4,000.00	20,000.00
1.25	4 Inch Force Main	613	LF	48.00	29,424.00	50.00	30,650.00	55.00	33,715.00	50.00	30,650.00	95.00	58,235.00	285.00	174,705.00
1.26	Trench Protection for Sewer Pipe	1322	LF	1.50	1,983.00	4.25	5,618.50	5.00	6,610.00	4.00	5,288.00	2.00	2,644.00	1.00	1,322.00
1.27	Connect to Existing Sewer	5	EA	1,500.00	7,500.00	2,358.00	11,790.00	3,400.00	17,000.00	3,000.00	15,000.00	2,220.00	11,100.00	3,500.00	17,500.00
1.28	Connect to Existing Manhole	1	EA	300.00	300.00	4,375.00	4,375.00	4,000.00	4,000.00	5,000.00	5,000.00	5,000.00	5,000.00	8,000.00	8,000.00
1.29	Connect Sewer Service	6	EA	500.00	3,000.00	3,595.00	21,570.00	2,800.00	16,800.00	3,000.00	18,000.00	3,500.00	21,000.00	2,500.00	15,000.00
1.30	Erosion Repair	1	LS	12,000.00	12,000.00	10,420.00	10,420.00	10,000.00	10,000.00	12,000.00	12,000.00	4,500.00	4,500.00	3,000.00	3,000.00
1.31	Full Depth Pavement Reclamation	941	SY	21.00	19,761.00	35.00	32,935.00	90.00	84,690.00	95.00	89,395.00	160.00	150,560.00	200.00	188,200.00
1.32	2 Inch HMAC	941	SY	20.00	18,820.00	27.00	25,407.00	25.00	23,525.00	30.00	28,230.00	160.00	150,560.00	145.00	136,445.00
1.33	Construction Entrance	2	EA	4,000.00	8,000.00	2,657.00	5,314.00	4,500.00	9,000.00	4,000.00	8,000.00	1,500.00	3,000.00	15,000.00	30,000.00
1.34	12-Inch RCP	150	LF	125.00	18,750.00	84.00	12,600.00	100.00	15,000.00	85.00	12,750.00	350.00	52,500.00	195.00	29,250.00
					1,259,573.75		1,306,829.50		1,368,246.00		1,405,203.00		2,127,034.00		2,613,647.00

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 **Quality Excavation, LLC** (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
2023 Downtown Water & Sewer Improvements
BID 2023-060
Project W60

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 2023 Downtown Water and Sewer Improvements project consists of the installation of approximately 3,335 LF of 8-inch water main, 637 LF of 8-inch sanitary sewer main, 615 LF of 4-inch sanitary sewer force main, 72 LF of 10-inch sanitary sewer by bore/encase, and 1,000 LF of full depth asphalt pavement reclamation with HMA overlay.

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within **120** days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **150** 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 **\$2,000** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially

complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$2,000** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: **\$1,259,573.75**

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. **95%** of Work completed (with the balance being retainage).
 - b. **95%** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to **95%** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less **100%** of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

7.01 All money 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 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 bind 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 the OWNER and CONTRACTOR or on their behalf.

EXECUTED in single or multiple originals with an effective date of **October 11, 2023**.

CITY OF CELINA, TEXAS

CONTRACTOR

Dawn Berry, Purchasing Director

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, (Modified) Bid Form for Construction Contract.
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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: Andrew Figueroa, Director of Public Works
Date: October 10, 2023
Re: Enhancement to the VERF for a Brinemaster 3000, MBudget ID 531

Action Requested:

Consider and act to purchase a Camion Brinemaster 3000 for the Streets Department from C & H Outdoors DBA Sno-Biz through a cooperative contract with Sourcewell for an amount not to exceed \$49,847.25. (Quigley)

Background Information:

Staff requests authorization to purchase one (1) Camion/Enduraplas Brinemaster 3000. This will allow the City to make its own brine and store it in preparation for winter events and not rely on purchasing premade solutions and paying for transportation. This equipment is capable of making the brine solution to manufacturers' specifications, which will extend the life of the brine sprayer and reduce repair costs. The purchase will be made using the Sourcewell 031423-EDP contract.

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. Snobiz_Brinemaster 3000 Quote

Financial Consideration:

Funding is available in the current budget.

Staff Recommendation:
Staff recommends approval.

C & H Outdoor, LLC

Sno-Biz
PO Box 4605
Wichita, KS 67204

Quote

Date	Quote #
9/7/2023	939

Name / Address

CITY OF CELINA TX PUBLIC WORKS
Alan Anderson
142 N Ohio St
Celina, TX 75009

SNO-BIZ

Phone # 316-202-2020

Price quoted is payment by Cash,
Check or ACH. Additional fees
may apply dependant on credit
terms.

Rep

DC

Qty	Item	Description	U/M	Cost	Total
1	BM3000 BrineM...	Camion/Enduraplas BrineMaster 3000 BRINE MAKER WITH A POLY HOPPER AND TANK (IN STOCK) 1-Handhled Digital Refraction Meter Included 1-Large Hose Kit Included		30,955.00	30,955.00
3	CAMION Sourc... Tank - 3000 G	CAMION -SourceWell Discount (031423-EDP 5%) 3,000 Gallon Brine Storage Tank - 90" diameter x 125" Height. 10yr Warranty (IN STOCK) (I RECOMMEND 3 TANKS SINCE THIS PROCESS OF BRINE MAKING WITH 100GPM MAKES AN AVERAGE OF 3K GALLONS OF BRINE AN HOUR. YOU START MAKING BRINE & THEN BE SHUTTING DOWN WITH 1 TANK (3K GALLON TANK). IT IS ALWAYS BENEFICIAL TO HAVE ABOUT 3 STORMS WORTH OF PRODUCT STORED IN CASE SOMETHING HAPPENS THAT PREVENTS YOU FROM MAKING MORE IN A TIME CRUNCH).		-5.00% 3,900.00	-1,547.75 11,700.00
	CAMION Sourc...	CAMION -SourceWell Discount (031423-EDP 5%)		-5.00%	-585.00
	Freight / Delivery	Freight / Delivery/Install/Training 1-3000GL TANK \$3900 w/Valve- 3-3k tanks = 9,000 gallons @ \$11,700.00 = \$1.30 a gallon cost (90"w x 125"tall 550lbs each) 1-5200GL TANK \$7895w/Valve-2-5200gl =10,400gallons @ \$15,790.00 = \$1.52 a gallon cost (100" w x 164" tall 1212lbs each) 1-10,400GL TANK \$16,795 w/Valve=\$1.61 a gallon cost (144" w x 178" tall 2800lbs each) 5% Sourcewell Discount + shipping not included in this costing		4,000.00	4,000.00
20	1T Super Sac Salt CAMION Sourc...	1 Ton Super Sac filled with Regular Salt for Brine CAMION -SourceWell Discount (031423-EDP 5%)		175.00 -5.00%	3,500.00 -175.00

Sales Tax (0.0%)

Total



TANKS



C & H Outdoor, LLC

Sno-Biz
PO Box 4605
Wichita, KS 67204

Quote

Date	Quote #
9/7/2023	939

Name / Address

CITY OF CELINA TX PUBLIC WORKS
Alan Anderson
142 N Ohio St
Celina, TX 75009

SNO-BIZ

Phone # 316-202-2020

Price quoted is payment by Cash,
Check or ACH. Additional fees
may apply dependant on credit
terms.

Rep

DC

Qty	Item	Description	U/M	Cost	Total
	Freight / Delivery	Freight / Delivery (20 1ton super sacks full load-same price for load if 1/2 full). 1 ton of salt makes an average of 800gl of brine. 20 super sacs will make an estimated 16,000 gallons of brine. This is what delivery charge would be as of now direct shipped to you		2,000.00	2,000.00

Sales Tax (0.0%) \$0.00

Total \$49,847.25



TANKS





Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Kimberly Brawner, Assistant City Manager
Date: October 10, 2023
Re: IT Office Renovations Change Order, B35

Action Requested:

Consider and act to authorize Change Order 1 for the C-Town Building modifications to Nouveau Construction & Technology Services through a cooperative agreement in the amount of \$3,002.53 for a total contract amount not to exceed \$50,602.32. (Berry)

Background Information:

On August 23, 2023, Staff authorized building modifications to the C-Town building with Nouveau Construction through a cooperative contract (211001) with The Interlocal Purchasing System (TIPS). The initial work to modify the building for the future home of the IT Department was authorized in the amount of \$47,599.70. With the addition of the pending change order, the new amount exceeds \$50,000 and requires Council authorization.

Legal Review:

N/A

Supporting Documents:

1. CO#1 New Frame and Door
2. Preliminary Estimate.32169C.Celina 501. E Pecan.8.23.2023
3. 501 E. Pecan Proposal

Financial Consideration:

Funding is available through bond funds. Expenditure will not exceed funds appropriated, and funds will be committed with the modification of the purchase order.

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA

CHANGE ORDER #

1

PO #

23-00005401

BID/PROJECT NAME:

501 E Pecan - Remodel IT Building B35

VENDOR NAME:

Nouveau Technology Services LP

Item	Description	Amount	Days
1	Replace the east side exterior frame and door to match west side	\$ 3,002.53	0
2		\$ -	
3		\$ -	
4		\$ -	
5		\$ -	
6		\$ -	
7		\$ -	
8		\$ -	
9		\$ -	
10		\$ -	
Total Change		\$ 3,002.53	0

Reason for the Change Order

Bottom of existing door has significant rot

CONTRACTOR APPROVAL:

Signature Contractor

Printed Name & Title

Date

STAFF APPROVAL

Project Manager

Date

Director

Date

Inspector

Date

Account Number	Project Number	Amount

Reason for the Change Order - What happens if we do not move forward?

Water and insects could get inside potentially damaging the new floor

Change in Contract Price:	
Original Contract Price:	\$47,599.79
Change Order #1	\$3,002.53
Change Order #2	\$0.00
Change Order #3	\$0.00
Change Order #4	\$0.00
Change Order #5	\$0.00
New Contract Amount	\$50,602.32
Percentage of Original Contract:	6.31%

Change in Contract Times:	
Original Number of Days:	
Change Order 1	
Change Order 2	
Change Order 3	
Change Order 4	
Change order 5	
New Number of Days	
New End Date:	

PURCHASING

Is the change order amount over 25% of the original contract? Yes or No: NO _____
 Over \$50,000, Council Authorization Date: _____

 Dawn Berry, Purchasing Director Date



Preliminary Estimate, by line item

Joe Ferguson

Nouveau Construction & Technology Services

RCSP 211001 - TIPS Cooperative - TIPS Coooperative - 2/01/2022 to 1/31/2024

Celina 501. E Pecan - 32169C

Joe Ferguson

Estimator: Joe Ferguson

Summary of tagged estimates...

Division Summary (MF04)

01 - General Requirements	\$5,940.41
02 - Existing Conditions	\$1,330.00
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	\$1,681.00
09 - Finishes	\$38,752.00
10 - Specialties	
11 - Equipment	
12 - Furnishings	\$6,160.50
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	\$652.00
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

Line Item Subtotal	\$59,384.66
CCI-Q3-2023-Celina, Tx (-15.8000%)	\$(9,382.77)

26 - Electrical	\$2,095.15
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	
Trades	\$2,773.60
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$59,384.66

TIPS Standard-JOC (-6.0000%)	\$(3,563.07)
Bonding-City of Celina (2.5000%)	\$1,160.97

Priced/Non-Priced

Total Priced Items:	50	\$59,384.66	
Total Non-Priced Items:	0	\$0.00	0.00%
	50	\$59,384.66	

Grand Total **\$47,599.79**

Preliminary Estimate, by line item

Estimator: Joe Ferguson					Combined estimates...			
Item		Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-31-13-20-0200	Field personnel, project manager, average	Week	0.4685	\$3,749.00	\$1,756.41	RSM23FAC P	
2	01-31-13-20-0260	Field personnel, superintendent, average	Week	1.0000	\$3,725.00	\$3,725.00	RSM23FAC P	
3	01-74-13-20-0052	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	2.0000	\$96.50	\$193.00	RSM23FAC P	
4	01-74-13-20-0100	Cleaning up, cleanup of floor area, final by GC at end of job	M.S.F.	2.0000	\$133.00	\$266.00	RSM23FAC P	
01 - General Requirements Total						\$5,940.41		
02 - Existing Conditions								
5	02-41-19-19-0840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	1.0000	\$850.00	\$850.00	RSM23FAC P	
6	02-41-19-19-2045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	C.Y.	10.0000	\$48.00	\$480.00	RSM23FAC P	
02 - Existing Conditions Total						\$1,330.00		
08 - Openings								
7	08-71-20-36-0060	Door hardware, panic device, for rim locks, single door, touch bar wide style, US28	Ea.	1.0000	\$1,225.00	\$1,225.00	RSM23FAC P	
8	08-71-20-40-0100	Door hardware, lockset, standard duty, cylindrical, with sectional trim, non-keyed, privacy	Ea.	2.0000	\$228.00	\$456.00	RSM23FAC P	
08 - Openings Total						\$1,681.00		
09 - Finishes								
9	09-01-70-10-0100	Gypsum wallboard, repairs, fill and sand, pin / nail holes	Ea.	100.0000	\$0.78	\$78.00	RSM23FAC P	
10	09-01-70-10-0500	Gypsum wallboard, repairs, skim coat surface with joint compound	S.F.	1,500.0000	\$0.51	\$765.00	RSM23FAC P	
11	09-01-70-10-0510	Gypsum wallboard, repairs, prepare, retape and refinish joints	L.F.	200.0000	\$13.30	\$2,660.00	RSM23FAC P	
12	09-01-70-10-9000	Gypsum wallboard, repairs, minimum labor/equipment charge	Job	1.0000	\$370.00	\$370.00	RSM23FAC P	
13	09-01-90-92-0510	Paint preparation, surface protection, placement & removal, basic drop cloths	S.F.	2,200.0000	\$0.10	\$220.00	RSM23FAC P	
14	09-01-90-92-0520	Paint preparation, surface protection, placement & removal, masking w/paper	S.F.	2,200.0000	\$0.88	\$1,936.00	RSM23FAC P	
15	09-05-05-20-0400	Flooring demolition, carpet, bonded, includes surface scraping	S.F.	1,240.0000	\$0.60	\$744.00	RSM23FAC P	

Preliminary Estimate, by line item

Estimator: Joe Ferguson

Combined estimates...

09 - Finishes

Item	Description	UM	Quantity	Unit Cost	Total	Book
16 09-05-05-20-0850	Flooring demolition, vinyl or rubber cove base, straight section	L.F.	475.0000	\$0.60	\$285.00	RSM23FAC P
17 09-65-13-13-0700	Wall base, vinyl, straight or cove, standard colors, 4" high, 1/8" thick	L.F.	500.0000	\$3.48	\$1,740.00	RSM23FAC P
18 09-65-13-13-0730	Wall base, vinyl corners, standard colors, 4" high, 1/8" thick	Ea.	20.0000	\$7.70	\$154.00	RSM23FAC P
19 09-65-19-23-7800	Flooring, vinyl tile, max, premium colors/jpatterns, 12" x 12"x 1/8"	S.F.	2,200.0000	\$5.60	\$12,320.00	RSM23FAC P
20 09-65-19-23-9500	Flooring, minimum labor/equipment charge	Job	1.0000	\$173.00	\$173.00	RSM23FAC P
21 09-91-23-39-0140	Paints & coatings, interior latex, zero voc, doors, flush, both sides, roll & brush, primer + 2 coats, incl. frame & trim	Ea.	14.0000	\$158.00	\$2,212.00	RSM23FAC P
22 09-91-23-39-9000	Paints & coatings, doors & windows, interior zero voc latex, minimum labor/equipment charge	Job	1.0000	\$315.00	\$315.00	RSM23FAC P
23 09-91-23-72-0300	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, primer or sealer coat, sand finish, brushwork	S.F.	2,500.0000	\$0.71	\$1,775.00	RSM23FAC P
24 09-91-23-72-0340	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, primer or sealer coat, sand finish, roller	S.F.	7,100.0000	\$0.62	\$4,402.00	RSM23FAC P
25 09-91-23-72-0440	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 1 coat, smooth finish, roller	S.F.	7,100.0000	\$0.68	\$4,828.00	RSM23FAC P
26 09-91-23-72-0900	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, sand finish, brushwork	S.F.	2,500.0000	\$1.44	\$3,600.00	RSM23FAC P
27 09-91-23-72-0900-8200	Paints & coatings, walls & ceilings, interior, for work 8'-15' high, add (Modified using 09-91-23-72-8200)	S.F.	2,500.0000	\$0.07	\$175.00	RSM23FAC P
09 - Finishes Total					\$38,752.00	

12 - Furnishings

28 12-05-05-10-1100	Selective demolition, casework, wood base cabinets	L.F.	13.0000	\$50.00	\$650.00	RSM23FAC P
29 12-32-23-10-0880	Custom cabinets, kitchen base cabinets, hardwood, prefinished, 1 top drawer, 1 door below, 24" deep, 35" high, 24" wide, excl. countertops	Ea.	4.0000	\$605.00	\$2,420.00	RSM23FAC P
30 12-32-23-10-4050	Custom cabinets, kitchen wall cabinets, hardwood, prefinished, 2 doors, 12" deep, 12" high, 30" wide	Ea.	2.0000	\$315.00	\$630.00	RSM23FAC P
31 12-32-23-10-4440	Custom cabinets, kitchen wall cabinets, hardwood, prefinished, 2 doors, 12" deep, 15" high, 36" wide	Ea.	2.0000	\$245.00	\$490.00	RSM23FAC P
32 12-32-23-35-2220	Wood casework hardware, door/drawer pulls, handles, projecting, metal, average	Ea.	15.0000	\$28.50	\$427.50	RSM23FAC P
33 12-32-23-35-3020	Wood casework hardware, drawer tracks/glides, average	Pair	4.0000	\$43.00	\$172.00	RSM23FAC P

Preliminary Estimate, by line item

Estimator: Joe Ferguson

Combined estimates...

12 - Furnishings

	Item	Description	UM	Quantity	Unit Cost	Total	Book
34	12-32-23-35-4020	Wood casework hardware, hinges, average	Pair	9.0000	\$15.00	\$135.00	RSM23FAC P
35	12-36-23-13-0100	Countertops, stock, plastic laminate, 24" wide, includes backsplash, maximum	L.F.	8.0000	\$79.00	\$632.00	RSM23FAC P
36	12-36-23-13-9000	Countertops, minimum labor/equipment charge	Job	1.0000	\$199.00	\$199.00	RSM23FAC P
37	12-36-23-30-1520	Countertops, plastic laminate, 24" wide, 1-1/2" thick edging, plastic laminate edging, average	L.F.	10.0000	\$40.50	\$405.00	RSM23FAC P
12 - Furnishings Total						\$6,160.50	

22 - Plumbing

38	22-41-39-10-2100	Faucets/fittings, lavatory faucet, center set, excludes drain	Ea.	2.0000	\$171.00	\$342.00	RSM23FAC P
39	22-43-39-10-2900	Faucets/fittings, medical, faucet, gooseneck spout, wrist handles, grid drain	Ea.	1.0000	\$310.00	\$310.00	RSM23FAC P
22 - Plumbing Total						\$652.00	

26 - Electrical

40	26-05-19-90-1200	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	5.0000	\$135.00	\$675.00	RSM23FAC P
41	26-05-33-13-5340	EMT offsets, 3/4" diameter, to 15' H	Ea.	18.0000	\$13.35	\$240.30	RSM23FAC P
42	26-05-33-13-8710	EMT couplings, compression, steel, 3/4" diameter, to 15' H	Ea.	10.0000	\$16.60	\$166.00	RSM23FAC P
43	26-05-33-13-8810	EMT boxes connectors, compression, steel, 3/4" diameter, to 15' H	Ea.	18.0000	\$8.50	\$153.00	RSM23FAC P
44	26-05-33-16-0150	Outlet boxes, pressed steel, 4" square	Ea.	9.0000	\$45.00	\$405.00	RSM23FAC P
45	26-05-33-16-0250	Outlet boxes, pressed steel, covers, blank, 4" square	Ea.	2.0000	\$14.50	\$29.00	RSM23FAC P
46	26-05-33-16-0260	Outlet boxes, pressed steel, covers, raised device, 4" square	Ea.	9.0000	\$15.90	\$143.10	RSM23FAC P
47	26-27-26-20-2470	Duplex receptacle, grounded, 120 volt, 20 amp	Ea.	5.0000	\$44.50	\$222.50	RSM23FAC P
48	26-27-26-20-2600	Wall plates, stainless steel, 1 gang	Ea.	5.0000	\$12.25	\$61.25	RSM23FAC P
26 - Electrical Total						\$2,095.15	

Trades

49	PLUM	Plumbers - 2023 RSMeans Facilities O&P Rate Used for labor to replace faucets and material/labor for toilet seats.	Hour	8.0000	\$111.05	\$888.40	Trades P
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Preliminary Estimate, by line item

Estimator: Joe Ferguson					Combined estimates...			
Trades								
Item		Description	UM	Quantity	Unit Cost	Total	Book	
50	PORD	Painters, Ordinary - 2023 RSMeans Facilities O&P Rate	Hour	24.0000	\$78.55	\$1,885.20	Trades P	
		Trades Total					\$2,773.60	
					Estimate Grand Total			47,599.79

Proposal



Phone: 214-226-0307
Fax: 972-484-5072

Proposal: 32169C
Date: 8/23/2023

To:	Project:
City of Celina Attn: Barbara J Hoskins Accounts Payable 142 N. Ohio Street Celina, TX 75009	City of Celina\ 501 E Pecan City of Celina\ 501 E Pecan TIPS RCSP 211001 Celina, TX 75009

Salesperson		
Joe Ferguson		

Scope of Work

Nouveau Construction respectfully submits our base proposal for the listed project.
This proposal includes all labor, material and equipment to perform the work described in this proposal and the following scope of work.

DEMOLITION:

- Demo approx. 10 linear feet of existing built in shelving in store room
- Demo approx. 3 linear feet of existing upper shelving in break room
- Demo approx. 1240 sq. ft. of existing carpeting and 475 lin. ft. of viny cove base

PAINT & WALLCOVERING:

- Patch walls with shelving removal
 - Fill in drywall where new break area cabinets will be installed, tape, bed as needed
 - Skim / batch reception area ceiling as best as possible
 - Furnish and install two coats of eggshell latex wall paint on all walls and ceilings to match Sherwin Williams SW 6385 Dover White
 - Furnish and install new semi-gloss enamel on all doors and door trim (accent color) to match Sherwin Williams SW 6385 Dover White
- Note: Existing wood paneling and trim in reception to remain as is.

FLOORING:

- Provide floor float over existing VCT in storage room.
 - Furnish and install new floating laminate flooring Home Depot: Pergo, Outlast+ Aged Earthen Pine 12mm T x 7.5 in. W Waterproof Laminate Wood flooring (1079.7 sqft/pallet)
 - Furnish and install approx. 500 lin. ft. of 4" Tarkett TA2 cove base- Saddlebrook WB (800) 899-8916
- Note: Existing wood base to remain as is, cut floor as close as possible with clear chalk if needed.

FIXTURES:

- Furnish and install 8 lin. ft. of prefabricated upper and lower cabinets (white) with white laminate counter and splash.
- Replace 2 existing toilets seats
- Furnish and install one wall mirrors in restroom
- Replace bar sink faucet with new lever gooseneck
- Replace two vanity sink faucets with lever hardware
- Replace existing front door push bar
- Replace 2 restroom door hardware with lever type privacy locks

ELECTRICAL:

- Furnish and install Qty. 5 duplex outlets (18"aff UNO)
- Furnish and install Qty. 4 pull wires for data

CLEANING:

- Clean existing ceiling vents, interior and exterior windows, janitor room sink / fixtures

Exclusions

Proposal



Phone: 214-226-0307
Fax: 972-484-5072

Proposal: 32169C
Date: 8/23/2023

To:	Project:
City of Celina Attn: Barbara J Hoskins Accounts Payable 142 N. Ohio Street Celina, TX 75009	City of Celina\ 501 E Pecan City of Celina\ 501 E Pecan TIPS RCSP 211001 Celina, TX 75009

Salesperson		
Joe Ferguson		

1. TAXES
2. PERMITS
3. ASBESTOS SURVEY/ABATEMENT
4. LEAD SURVEY/ABATEMENT
5. ANY SCOPE OF WORK NOT DESCRIBED ABOVE OR UNFORESEEN CONDITIONS.
6. ANY SCOPE OF WORK NOT DETAILED IN FINAL CONSTRUCTION DOCUMENTS.
7. ANY WORK OUTSIDE OF NORMAL OPERATING HOURS OF MONDAY- FRIDAY, 8:00 AM TO 5:00 PM.

Pricing good for 15 days from date of proposal

Proposal Total: 47,599.79

Acceptance	
Accepted by:	_____
Title:	_____
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: October 10, 2023
Re: Parkside Lift Station Improvements, S42

Action Requested:

Consider and act to approve a work authorization for engineering services for the Parkside Lift Station Improvements to TRC Engineers, Inc., for an amount not to exceed \$59,980.00. (Berry)

Background Information:

The overall project consists of improvements to the Parkside Lift Station, including the design of a permanent emergency generator, a shade canopy with lighting over the equipment rack, realignment of the concrete access driveway, concrete pavement within the existing lift station walls, a card reader with electronic latch on the existing access gate, and miscellaneous mechanical improvements to the lift station and valve vault.

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. 2023-0728_Proposal_Parkside Lift Station Improvements_S42

Financial Consideration:

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

Staff Recommendation:

Staff recommends approval.

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:	Parkside Lift Station Improvements		
Task Order #		Task Order Date:	
Engineer:	TRC Engineers, Inc.		
Purchase Order#:		Project #:	S42
Engineer Representative	Justin Thomas	Owner Representative:	Scott Harper

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 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

Signature

Printed Name & Title

Date

ENGINEER

Justin Thomas

Signature

Justin Thomas, PE, Office Practice Leader

Printed Name & Title

7/28/2023

Date

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: 2023.07.28 17:47:12-05'00'



700 Highlander Blvd.
Suite 210
Arlington, TX 76015

T 817.522.1000
TRCcompanies.com

July 28, 2023

Scott Harper, PE
City of Celina
142 N. Ohio Street
Celina, TX 75009

Re: Parkside Lift Station Improvements
Engineering Services Proposal

Dear Scott:

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 improvements to the Parkside Lift Station, including the design of a permanent emergency generator, a shade canopy with lighting over the equipment rack, realignment of the concrete access driveway, concrete pavement within the existing lift station walls, a card reader with electronic latch on the existing access gate, and miscellaneous mechanical improvements to the lift station and valve vault.

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
PARKSIDE LIFT STATION IMPROVEMENTS

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, pavement, 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 – EASEMENT EXHIBIT

TRC will provide one (1) exhibit for the City's use in acquiring additional easements from property owners for the access driveway realignment. Exhibit will be signed and sealed by a professional land surveyor registered in the State of Texas and will include a legal description of the individual tract.

TASK 3 – CIVIL AND ELECTRICAL ENGINEERING

TRC will prepare detailed plans and specifications for improvements at the existing raw sewage lift station. Specific items include:

- Electrical design of a permanent diesel generator to provide emergency power to the lift station pumps and equipment.
- Design of reinforced concrete pad within existing screening wall around the lift station, valve vault, and equipment rack.
- Provide shade canopy structure with LED lighting over electrical equipment rack.
- Realignment of the concrete access driveway to provide more clearance from culvert headwall, turning radius for maintenance equipment, and a turn-around lane.
- Coordination with City's preferred vendor for the addition of a card reader with electronic latch on the existing gate.
- Miscellaneous mechanical additions to the lift station and valve vault, including replacement of check valves, air release valve on force main, access ladder inside valve vault, 6-inch bypass connection with valve, and gooseneck vent on lift station wetwell.

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 eight) with the contractor, periodic site visits (maximum of four), 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.
- Drainage will outfall into existing ditches or storm sewer. No offsite drainage improvements will be required.

EXCLUSIONS

The following items are excluded from the Scope of Work:

- Landscape and irrigation design.
- Major mechanical modifications to lift station such as pump replacement, pipe changes, or controls.
- 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.

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	\$ 4,890
2. Easement Exhibit	\$ 2,930
3. Civil and Electrical Engineering	\$ 42,260
4. <u>Construction Administration</u>	<u>\$ 9,900</u>
TOTAL CONTRACT AMOUNT:	\$ 59,980

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 August 2023, we estimate the milestone timeline as follows:

1. Topographic Survey – September 2023
2. Easement Preparation Services – October 2023
3. Engineering Design – December 2023
4. Bidding – February 2024
5. Construction Completion – August 2024
6. Record Drawings – September 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: October 10, 2023
Re: Preston Road PRV SCADA and Pressure Plane Adjustments

Action Requested:

Consider and act to approve a work authorization for engineering services for the design of a pressure-reducing valve (PRV) at Preston Road and Laughlin Lane and pressure plane adjustments to Freese and Nichols, Inc., for an amount not to exceed \$74,900.00. (Berry)

Background Information:

The purpose of this project is to improve the downtown water system functionality and combine the Intermediate Pressure Plane downtown between the Low-Pressure Plane and the High-Pressure Plane. The project is divided into three parts:

1. Construction of 360 linear feet of 12-inch water line to connect the East Walnut Street water line to the West Walnut Street water line and allow for pipeline interconnectivity.
2. Isolation valve cut-ins along Texas Street at the intersections with Maple Street, Beech Street, Pecan Street, Oak Street, and Ash Street.
3. Installation of SCADA improvements at the Preston Road PRV vault near Laughlin Lane and the removal of the PRV and vault near the Celina ISD Middle School on East Pecan Street.

Legal Review:

The contract was previously reviewed and approved.

Supporting Documents:

1. Preston Rd PRV SCADA and Pressure Plane Adjustments WA

Financial Consideration:

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

Staff Recommendation:

Staff recommends approval.

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 FNI	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 **Freese and Nichols, 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:	Preston Rd PRV SCADA and Pressure Plane Adjustments		
Engineer Project #:		Work Authorization Date:	
Engineer:	Freese and Nichols, Inc..		
Purchase Order#:		Project #:	
Engineer Representative		Owner Representative:	

INVOICE SUBMITTAL

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

Signature

Printed Name & Title

Date

ENGINEER

Clayton Barnard

Signature

Digitally signed by Clayton Barnard
DN: C=US, E=ccb@freese.com, CN=Clayton Barnard
Date: 2023.09.25 15:30:06-05'00'

Clayton Barnard, Principal/Vice President

Printed Name & Title

September 25, 2023

Date

EXHIBIT A SCOPE OF SERVICES

Project Understanding:

The City of Celina (Owner) has several small projects to improve the downtown water system functionality. These projects will help combine the Intermediate Pressure Plane between the Low-Pressure Plane and the High-Pressure Plane.

The improvements break out into three categories. The first category is pipeline interconnectivity. The City needs to install approximately 360 linear feet of 12-inch water line to connect the East Walnut Street water line to the West Walnut Street water line. This proposed 12-inch water line will cross under a railroad.

The second category is isolation valve cut-ins along Texas Street. The isolation valves are intended to be an interconnection between the proposed Low-Pressure Plane expansion and the High-Pressure Plane. There are five proposed isolation valves where the following streets intersect with Texas Street: Maple Street, Beech Street, Pecan Street, Oak Street, and Ash Street.

The third category is Pressure Reducing Valve (PRV) improvements. There are two projects in this category. The first is the installation of SCADA improvements at the SH289 PRV vault near the Caliber Collision Shop south driveway entrance. The second improvement is the removal of the PRV and Vault near the Celina ISD property on FM455. This includes the complete removal of existing appurtenances and installation of the proposed 8-inch pipeline where the existing PRV footprint reconnects to the existing water line.

Below are the eight scope items.

- ◆ Item #1- Install 360 linear feet of 12" water line from East Walnut St. across the railroad to West Walnut St.
- ◆ Item #2- Add Isolation Valve at East Maple and N. Texas Streets between existing 6-inch water lines.
- ◆ Item #3- Add Isolation Valve at East Beech and N. Texas Streets between existing 6-inch water lines.
- ◆ Item #4- Add Isolation Valve at East Pecan and N. Texas Streets between existing 6-inch water lines.
- ◆ Item #5- Add Isolation Valve at East Oak and S. Texas Streets between existing 6-inch water lines.
- ◆ Item #6- Add Isolation Valve at East Ash and S. Texas Streets between existing 6-inch water lines.
- ◆ Item #7- Add SCADA and Electrical to the existing PRV on SH289 next to Caliber Collision and provide updated easement due to SCADA and PRV adjustments.
- ◆ Item #8- Remove Existing PRV, remove vault and install straight pipe connection on FM455 next to CISD

It is anticipated that this project will be constructed as a single construction contract.

Project Assumptions:

- The pipeline route will cross the Burlington Northern Santa Fe railroad and will require special permitting. This project will provide the City with the necessary information for the City to send the application to the Burlington Northern Santa Fe railroad. This includes necessary digital exhibits, information for construction methods, interaction with the railroad spokesperson for details required for application, and assisting City Staff with filling out paperwork for the permit. This crossing will be completed by trenchless methods that are acceptable to the railroad.
- Proposed 12-inch water line will be within Celina ROW and will not require permanent easement or temporary construction easements.

- Isolation Valve work to be performed inside Celina ROW and will not require permanent easement or temporary construction easements.
- The final SCADA design for the existing SH289 PRV near Caliber Collision Shop will be added to the bid document.
- The existing SH289 PRV near Caliber Collision Shop will require one (1) updated permanent easement and one (1) temporary construction easement to encompass the entire footprint of the finalized vault and SCADA improvements.
- No activities subject to Section 404 of the Clean Water Act, Antiquities Code of Texas, and Section 106 of the National Historic Preservation Act are anticipated.
- FNI will utilize the existing Geotech report submitted from the Owner.

General Requirements

1. Manage efforts of internal design team and sub-consultants on the Project and perform Quality Control review of all deliverables.
2. Prepare a Microsoft Project schedule and provide monthly updates including necessary revisions to bring the Project back on schedule if needed. The project schedule will not be resource loaded.
3. Prepare monthly reporting including status report, recent activities, schedule updates, and scope changes. Prepare monthly invoices.

Basic Services:

Freese and Nichols, Inc. (FNI) shall render the following professional services in connection with the development of the Project:

Task 1 – Final Design: After approval of the final pipeline alignment and Item #7 Vault placement, FNI shall provide professional services in this phase as follows:

1. Conduct a kickoff meeting to review scope, schedule, and budget; determine any special conditions that may affect design and/or construction; discuss administrative requirements of the Owner; and develop design criteria.
2. Prepare applications for routine permits such as road and railroad crossing permits and TCEQ Approval. Preparation of applications and supporting documents for government grants or for planning advances is an Additional Service.
3. Prepare revised opinion of probable construction cost at the 60% and 95% submittals.
4. 60% Design: Prepare drawings, technical specifications of improvements to be constructed. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed. Furnish Owner digital files of construction plans, technical specifications, and bid proposals marked "Preliminary" for approval by Owner. FNI will meet with the Owner to present the plans and technical specifications and receive comments. Pipeline plans will include plan and profile sheets, pipeline appurtenances, and typical details. FNI will receive comments from Owner and address comments in the 95% Review.
5. 95% Design: Furnish Owner digital files of construction plans, technical specifications, and bid proposals marked "Preliminary" for approval by Owner. FNI will meet with the Owner to present the plans and technical specifications and receive comments. Review documents will include

all plans and technical specifications with minor corrections and notes remaining. FNI will receive comments from Owner and address comments in the Final Draft. Upon final approval by Owner, FNI will provide Owner digital file of "Final" plans and specifications.

6. Deliverables for the Final Design Phase include:

- a. Routine Permit Applications (Road Crossing, Railroad Crossing, TCEQ Approval)
- b. Information to utility companies to acquire utility service (electric, telephone, water, wastewater, gas)
- c. OPCC at 60% and 95% submittals (digital files)
- d. 60% submittal of Plans and Technical Specifications (digital files)
- e. 95% submittal of Plans and Technical Specifications (digital files)
- f. Final Plans and Technical Specifications (digital files)

Task 2 – Bid Phase: Upon completion of the design services and approval of "Final" drawings and specifications by Owner, FNI will proceed with the performance of services in this phase as follows:

1. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents if necessary.
2. Assist the Owner in conducting a pre-bid conference for the construction projects and coordinate responses with Owner. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
3. At Owner request, FNI will assist Owner in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Owner.
4. Deliverables for the Bid or Negotiation Phase include:
 - a. Electronic copies of plans, specifications, bidding documents, and addenda
 - b. Recommendation of Award with tabulation of bids

Task 3 – Construction Phase: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, the Owner agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. Review contractor's submittals, including requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the

construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

2. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
3. Conduct, in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the Owner in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
4. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Electronic files of 11"x17" prints and one pdf set of "Record Drawings" shall be provided by FNI to Owner.

SPECIAL SERVICES:

Special Services to be performed by FNI include the following:

Task 4 – Topographical Survey: Upon written notice to proceed, Consultant shall retain (as a subconsultant) and monitor the services of a surveying firm to perform surveying services for the project. The following survey shall be provided:

1. Establish project control using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202) and scaled to surface coordinates. The vertical values will be based on GPS derived ellipsoid heights and adjusted to North American Vertical Datum of 1988 (NAVD88) elevations using Geoid 12B. Control Points will also be tied into the City of Celina control monuments.
2. Research current property owners and obtain copies of subdivision plats, ownership deeds, and existing easements within the project area.
3. Locate existing property corners and right-of-way corners to establish property lines and street rights-of-way.
4. Design survey to include pavement edges, curb and gutter, buildings, driveways, culverts, fences and gates, signs, mailboxes, tops and toes of slopes, spot elevations, trees six (6) inches and greater, surface locations of utilities and flowline elevations of sanitary and storm sewer manholes where accessible, and other surface features.
5. Provide a digital design survey drawing in AutoCAD (.dwg) format prepared to FNI standards showing visible surface features located, an ASCII point file, and a copy of field notes and field sketches.

Task 5 – Easement Documents: Upon written notice to proceed, FNI shall retain (as a subconsultant) and monitor the services of a surveying firm to perform easement document services for the project. The following shall be provided:

1. Prepare up to one (1) parcel exhibit with legal descriptions for permanent easements, signed and sealed by a Registered Professional Land Surveyor.
2. Prepare up to one (1) parcel exhibit with legal descriptions for temporary easements, signed and sealed by a Registered Professional Land Surveyor.

Task 6 – Subsurface Utility Engineering (SUE): Consultant shall retain (as a subconsultant) and monitor subsurface utility engineering (SUE) services. SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data):

1. As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:
 - a. Quality Level D (QL “D”) – Information derived from existing records.
 - b. Quality Level C (QL “C”) – QL “D” information supplemented with information obtained by surveying visible above-ground utility features (i.e. valves, hydrants, meters, manhole covers, etc.).

- c. Quality Level B (QL "B") – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
 - d. Quality Level A (QL "A") – Also known as "locating", this quality level provides precise three-dimensional (x, y, z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.
3. For this project, QL's "B" and "A" SUE, as previously defined, will be provided. The QL "B" limits for the different scope items are estimated below.
- a. Item #1- QL "B" will encompass half of the street ROW for the estimate length of the proposed 12-inch water line.
 - b. Item #3 – No SUE is anticipated
 - c. Item #7- No SUE is anticipated.
 - d. Item #8- No SUE is anticipated.
4. Consultant and Sub-consultant will attempt to place the test holes outside the paved areas wherever possible. However, some test holes may need to be placed in paved areas that may require traffic control measures to be implemented. Sub-consultant will establish routine/ordinary traffic control (cones and free-standing signage, etc.) whenever required as part of this scope. If non-routine traffic control measures are required (barricades, flag person, changeable message board, etc.) these services will be additional to the contract.

Task 8 – Railroad Coordination: Upon notice to proceed for this task, FNI, will begin railroad coordination services as described as follows:

- 1. Provide assistance to City in securing railroad crossing authorizations – Assistance will include:
 - a. Preparation of applications, exhibits, drawings, and specifications as necessary for District's execution and submittal. The City will pay required application fees for authorizations and permits.
 - b. Furnishing additional information about the project design required for permit approvals.

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above described basic services, are described as follows:

- A. Field layouts or the furnishing of construction line and grade surveys.
- B. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- C. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with the replacement of such Work. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time. Providing services after the completion of the construction phase not specifically listed in Article II. Visits to the site in excess of the number of trips included in Special Services for periodic site visits, coordination meetings, or contract completion activities. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted. Provide follow-up professional services

during Contractor's warranty period.

- D. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.
- E. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- F. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- G. Preparing Operation and Maintenance Manuals or conducting operator training.
- H. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- I. Furnishing the services of a Resident Project Representative to act as Owner's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for Owner against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D and Attachment RPR.
- J. If Owner provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this Agreement before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. Owner agrees that whenever FNI informs him in writing that any such personnel provided by the Owner are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.
- K. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- L. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- M. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- N. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- O. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- P. Services required to resolve bid protests or to rebid the projects for any reason.
- Q. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
- R. Site clearing for drill rig access.
- S. Additional exploratory drilling and associated laboratory testing due to soft or loose soil conditions, other unexpected site conditions, additional structures, or additional requests.

SERVICES PROVIDED BY OWNER:

- A. The Owner shall coordinate with the landowners to obtain access to the properties for the purpose of performing the Geotechnical borings and further assessment of the project area.

EXHIBIT B

ENGINEERING FEE SUMMARY:

FNI proposes to furnish services as described herein for a total fee of **Seventy Four Thousand Nine Hundred Dollars (\$74,900.00)**. If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify the CLIENT before proceeding.

BASIC SERVICES (LUMP SUM)		AMOUNT
Task 1	Final Design	\$30,800
Task 2	Bid Phase	\$5,300
Task 3	Construction Phase	\$18,600
	Subtotal	\$54,700
SPECIAL SERVICES (HOURLY NOT-TO-EXCEED)		AMOUNT
Task 4	Topographical Survey	\$10,950
Task 5	Easement Documents	\$2,500
Task 6	Subsurface Utility Engineering	\$4,050
Task 8	Railroad Coordination	\$2,700
	Subtotal	\$20,200
	TOTAL	\$74,900

EXHIBIT C TIMELINE

PROJECT SCHEDULE:

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services per the following schedule:

Task	Item Description	Total Days	Schedule Month
	Notice to Proceed	0	October 2023
1	Pressure Plane Analysis & Mapping	30	December 2023
2	Final Design	180	July 2024
3	Bid Phase	60	September 2024
4	Construction Phase	120	March 2025
5	Environmental Services	40	March 2024
6	Topographical Survey	30	December 2023
7	Easement Documents	30	January 2024
8	Subsurface Utility Engineering	30	January 2024
9	Geotechnical Engineering	30	March 2024
10	Conduct Temporary Field Pressure Testing	30	March 2025 or when request after construction is complete
11	Railroad Coordination	180	July 2024

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to an equitable adjustment of rates and amounts of compensation and FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay.



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: October 10, 2023
Re: Preston Road Water Line CO 3, W51

Action Requested:

Consider and act to authorize Change Order 3 for Preston Road Water Line to Public Works to Maya Underground Contractors for an amount not to exceed \$64,648.25. (Berry)

Background Information:

On March 14, 2023, Council authorized Bid 2023-027 for the Preston Road water line from Preston to the Public Works Service Center to Maya Underground Contractors. The award included a ten percent contingency. Change Order 3 exceeds \$50,000 and, by statute, requires Council authorization.

The change order is needed due to the discovery of an existing Mustang Special Utility District waterline in conflict with the City's proposed waterline. Mustang SUD requires a minimum of five feet of separation. In order to maintain the minimum separation and not disturb their service, the contractor will have to steel bore under the Mustang waterline.

Legal Review:

N/A

Supporting Documents:

1. CO 3 - unsigned

Financial Consideration:

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

Staff Recommendation:

Staff recommends approval.



Life Connected.

City of Celina
142 N. Ohio Drive
Celina, Texas 75009
Phone: (972) 382-2682

CCO #003

Project: W51 - North Preston Waterline
142 N Ohio St
Celina, 75009
Phone: 469-813-4189

Subcontract Change Order #003: CE #003 - Celina & Mustang Water Conflict

CONTRACT COMPANY:	Maya Underground Contractors, LLC	CONTRACT FOR:	SC-W51-001:North Preston Waterline
DATE CREATED:	9/18/2023	CREATED BY:	Linda Majeed (City of Celina)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	09/18/2023
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$64,648.25

DESCRIPTION:CE #003 - Celina & Mustang Water Conflict

Existing MW waterline unknown at time of design. City made aware and after discussions with Mustang, marching orders were to avoid exposing or touching MW existing line. After field explorations and discussions with design engineer, there is a crossing. It can be done with boring under Mustang waterline.

ATTACHMENTS:

[23-0004894 CO 2.pdf](#), [Mustang Water Option 1 Approved.pdf](#), [RFCO_03_Breakdown.pdf](#)

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	1-29-12.CW Contingency.Construction Water	24" HDD Bore - No Casing	\$39,875.00
2	1-29-12.CW Contingency.Construction Water	24" Water Pipe - Lowering	\$3,680.00
3	1-29-12.CW Contingency.Construction Water	24" 45 Bend - Lowering	\$21,052.00
4	1-29-12.CW Contingency.Construction Water	Trench Protection	\$41.25
Grand Total:			\$64,648.25

The original (Contract Sum)	\$ 2,863,744.45
Net change by previously authorized Change Orders	\$ 19,496.00
The contract sum prior to this Change Order was	\$ 2,883,240.45
The contract sum will be increased by this Change Order in the amount of	\$ 64,648.25
The new contract sum including this Change Order will be	\$ 2,947,888.70
The contract time will not be changed by this Change Order.	

Celina
TEXAS
Life Connected.
97A3ED6DBE9845C...

9/18/2023

DocuSigned by:

2C893A681B6B4A4...

9/19/2023

CCO #003

DocuSigned by:

DDBCF1252B574F9...

9/18/2023

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

Maya Underground Contractors, LLC

DocuSigned by:

7E2C624AECC84AD...

9/18/2023

SIGNATURE DATE

SIGNATURE DATE



City of Celina, TX

Purchase Order Change Register

Change Details

POPKT03863 - Auto Process - PO Change

Life Connected.

Purchase Order	Purchase Order Description	Vendor	Ship To Code	Attention To	Delivery Date	Amount	Shipping	Tax	Discount	Total Amount
23-00004894	PRESTON RD WATERLINE TO PW	3558 - MAYA UNDERGROUND C...	104		4/6/2023	2,883,240.45	0.00	0.00	0.00	2,883,240.45
	Change Description:	CO 2 \$ 4,700.00	Changed By:	Dawn Berry	Change Date:	9/6/2023	PO Issue Date:	3/23/2023	Void PO:	
	Change Reason:	CO 2 \$ 4,700.00					Amount Voided:	0.00		

Purchase Order Changes

What Changed	Changed From	Changed To
Amount:	2,878,540.45	2,883,240.45

Added Item

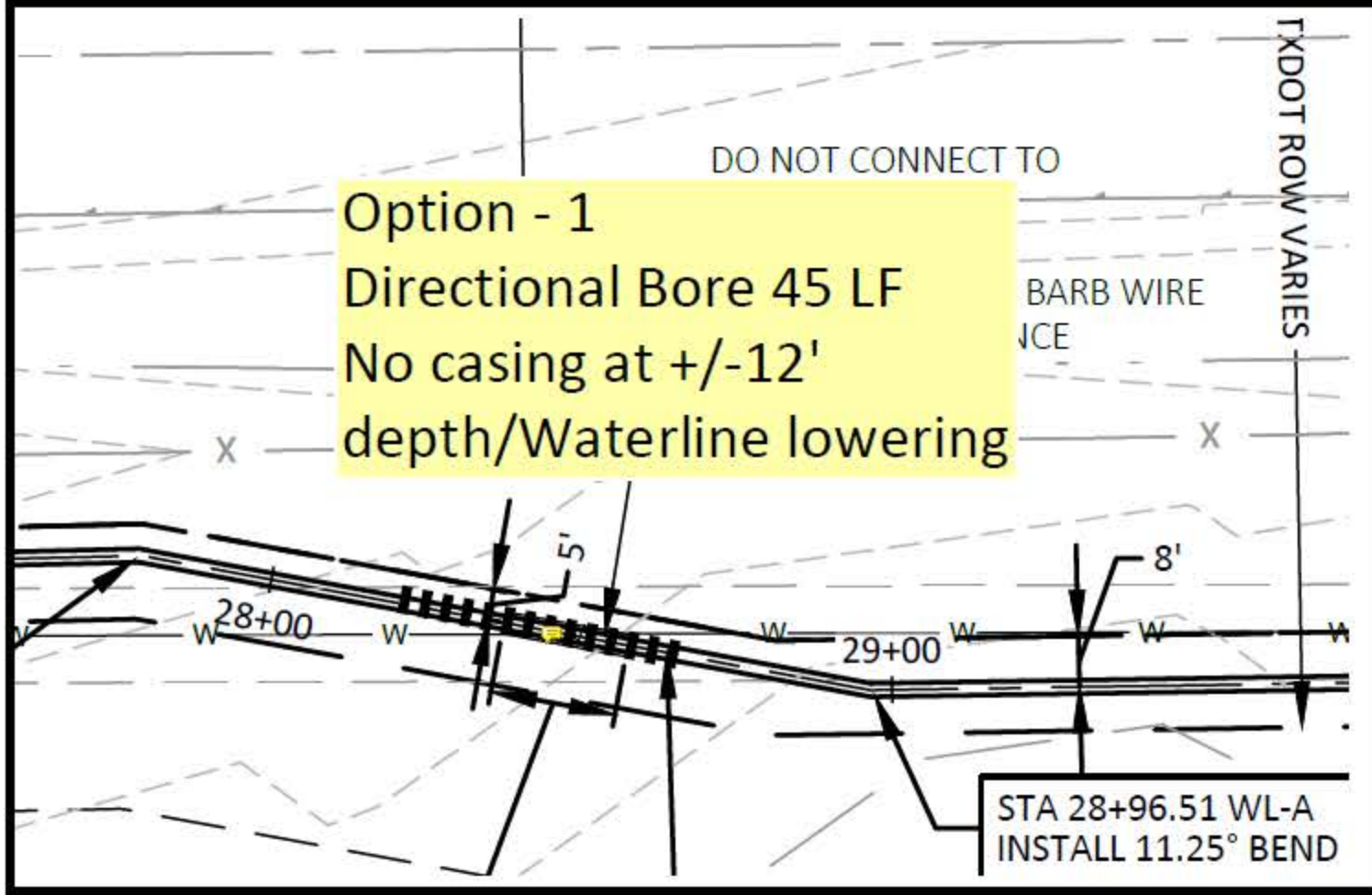
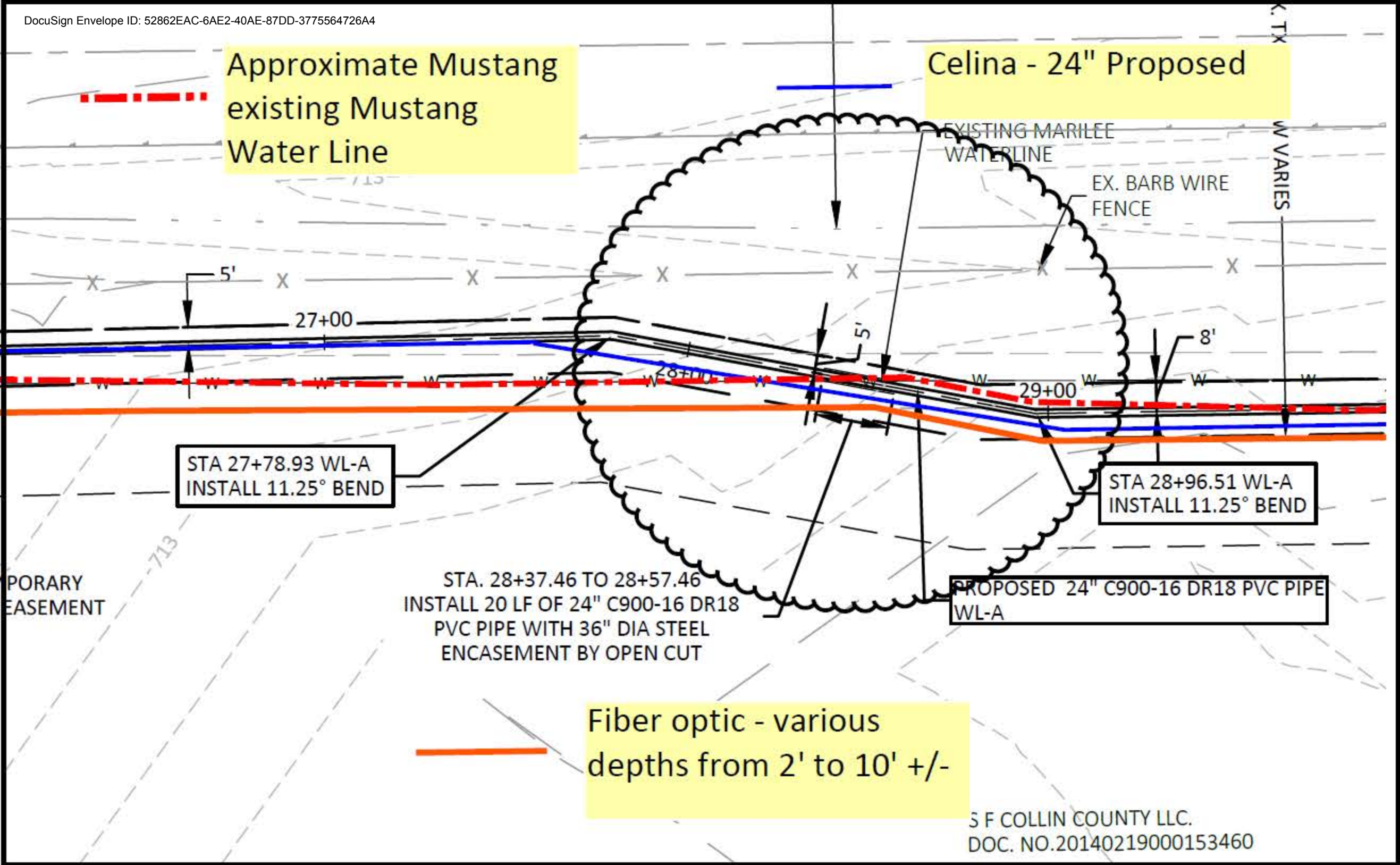
Item	Commodity Code	Department	Sales Tax Code	Needed By	Units	Price	Amount	Shipping	Tax	Discount	Total Amount
CO 2	CON	115 PUR			0.00	0.00	4,700.00	0.00	0.00	0.00	4,700.00
	Distributions										
	Account		Project Account Key	Separate Sales Tax	Percent	Amount					
	215-117-000-8502		W518502215		100.00%	4,700.00					

Account Summary

Account	Changed From	Changed To	Voided	Difference
215-117-000-8502	2,878,540.45	2,883,240.45	0.00	4,700.00
Packet Totals:	2,878,540.45	2,883,240.45	0.00	4,700.00

Fund Summary

Fund	Changed From	Changed To	Voided	Difference
215	2,878,540.45	2,883,240.45	0.00	4,700.00
Packet Totals:	2,878,540.45	2,883,240.45	0.00	4,700.00



Overview of point of crossing that cannot be avoided

MAYA UNDERGROUND REQUEST FOR CHANGE ORDER

General Contractor	Maya Underground Contractors LLC	Request For CO #	3
Project Name	City of Celina - Preston Road WL To PW	Date	09/12/23
Maya Project #	1198	Requested By	Osa Gaisoa

Item #	Description	Quantity	U.O.M.	Unit/\$\$	Total/\$\$
OPTION - #1 Mustang Water Conflict					
CO3.01	24" HDD Bore - No Casing	55	LF	\$ 725.00	\$ 39,875.00
1.01	24" Water Pipe - Lowering	16	LF	\$ 230.00	\$ 3,680.00
1.10	24" 45 Bend - Lowering	4	EA	\$ 5,263.00	\$ 21,052.00
1.23	Trench Protection	55	LF	\$ 0.75	\$ 41.25

OPTION - #1 SUBTOTAL \$ 64,648.25

CO3.01	24" Breakdown of Cost				
	Sub - Dakota Supplement #1	55.00	LF	\$ 545.00	\$ 29,975.00
	Bore pit/Add Crew/Equipment Hours	10.00	HR	\$ 525.00	\$ 5,250.00
	Bond/OH Add @ 4.2%	1.00	LS	\$ 1,480.00	\$ 1,480.00
	Profit @ 9% (Discounted)	1.00	LS	\$ 3,170.00	\$ 3,170.00
	Subtotal new Item			\$	39,875.00

1.01	Contract Unit Price	16.00	LF	\$ 230.00	\$ 3,680.00
1.10	Contract Unit Price	4.00	EA	\$ 5,263.00	\$ 21,052.00
1.23	Contract Unit Price	55.00	LF	\$ 0.75	\$ 41.25

Total This Change Order \$ 64,648.25



Current Contract To Date	\$ 2,883,240.45
Revised Contract Amount	\$ 2,947,888.70
Contract Days Increase/Decrease	10 Calendar Days

Original contract terms apply to this change.

Osa Gaisoa

Maya Underground Contractors LLC

Owner/GC Authorized Signature

9/14/2023

Date

Date

DAKOTA

Utility Contractors, LLC.

DIRECTIONAL DRILLING

2501 S Oak Grove Rd Ennis, TX 75119
o-972.875.6344 f-972.875.6342

BID PROPOSAL

Date: 9/14/2023

DUC# W43256AU

Customer:

Maya Underground
Osa Gaisoa
469-343-9597
osa@mayaunderground.com

Project Name:

Preston Rd 24" WL Bore

Location:

Celina, TX

Description:

Auger Bore and place 1-24" (Steel 1 bore totaling Approx. 50 LF)
Provide bore profiles
Handle and weld the provided steel casing
Use provided excavator to support the auger crew
Provide OSHA certified trenching/excavating crew

****Note : All casing must be in 20' dead lengths, straight seam weld (no spiral weld pipe).
Assumed 10 hour/day shift @ 5 days/week***

Customer to:

Provide permits	Grout for any voids, material, or labor.
Pothole utilities	Provide hammer hoe if needed
Provide traffic control	Provide and place erosion control if required
Provide and place carrier pipe	Dewatering that requires more than 2ea. 2" pumps
Dig, shore, & fence bore pits	SWPPP, Inspection/fees
Provide ¾" Crushed stone for pit base (20 yards per/pit).	
Backfill and compaction of bore pits	
Provide an excavator to support the auger crew	
In tight work areas, a dump truck must be provided by customer and be onsite for transport of spoils during excavation	
Provide Surface or subsurface settlement plans, Topsoil or top-soiling, seeding, sodding or site restoration	
<i>Provide and deliver the steel casing in 20' dead length, straight seam weld (No Spiral weld pipe)</i>	
<i>Provide all weather access to the entry and exit side of drills</i>	
<i>Have the pits, potholes and pipe ready before the bore crew arrives</i>	
<i>Clear the ROW and have the running line marked & staked before Dakota mobilizes</i>	

Price:

BID ITEM/TASK	\$/UNIT	# UNITS	UNIT	TOTAL
Mobilization Fee	\$8,500.00	1	Lump	\$8,500.00
Bore & Place 1-24" Steel	\$375.00	50	LF	\$18,750.00
Approx total =				\$27,250.00
<i>*This proposal is on a unit price basis with payments to be made on actual measured quantities of work completed.</i>				

This proposal expires in 30 days. Payment is due 30 days after completion of Dakota's portion of the job unless an agreement is made BEFORE job is started.

To accept this bid proposal, sign and date here:



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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: Andrew Figueroa, Director of Public Works
Date: October 10, 2023
Re: PW Vehicle Price Increase (PO 3659)

Action Requested:

Consider and act to authorize a price increase to four (4) Ford F250 trucks previously approved in October 2021 to Caldwell Country Ford through a cooperative contract with BuyBoard in the amount of \$67,723.00 for a total not to exceed \$271,292.00. (Berry)

Background Information:

In December 2021, Council authorized the purchase of FY 2022 vehicles for Public Works through a cooperative contract with BuyBoard (Contract # 601-19). The four (4) F-250 trucks have not been delivered due to material shortage, labor shortage, and price increases in materials. Ford has processed the order but will not honor the price from 2021. Each unit had an increase of \$16,024.50 for a total increase of \$64,098.00.

New Price	\$ 67,723.00
Original Price	\$ 51,698.50
Difference	\$ 16,024.50
Difference x 4 units	\$ 64,098.00
Total Cost Plus \$400 BuyBoard Fee	\$271,292.00

The City maintains an executed Interlocal Agreement with the Buyboard 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. 546 QUOTE SEP 20- CC212785

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.

CALDWELL COUNTRY FORD**DBA ROCKDALE COUNTRY FORD****BUYBOARD BID 601-19****QUOTE # CC212785****End User:** CITY OF CELINA-SIGNAGE, WATER, WASTEWATER**Caldwell Rep:** CHRIS COLLINS**Contact:** ALAN ANDERSON 972-382-2682**Phone:** 979-567-6129**Phone/email:** AANDERSON@CELINA-TX.GOV**Date:** Wednesday, September 20, 2023**Product Description:** FORD F250**email:** CHRIS@CALDWELLCOUNTRY.CO**A. Bid Series:** 125**A. Base Price:** **\$ 46,638.00****B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
W2A	2023 F-250 SRW XL CREW CAB	INCL		POWER DOOR LOCKS	INCL
	176" WHEELBASE 56.1" CA	INCL		KEYLESS ENTRY	INCL
99A	ENGINE: 6.8L V8 GAS	INCL		POWER SIDEVIEW MIRRORS	INCL
44F	TRANSMISSION: 10 SPEED AUTOMATIC	INCL		POWER WINDOWS	INCL
153	FRONT LICENSE BLATE BRACKET	INCL		POWER TAILGATE LOCK	INCL
600A	EQUIPMENT GROUP 600A STANDARD	INCL		FULL VINYL FLOOR COVERING	INCL
52B	TRAILER BRAKE CONTROLLER	INCL		BLUETOOTH	INCL
	PICK UP BOX	INCL			
	REAR VIEW CAMERA	INCL			
	POWER EQUIPMENT	INCL			
	40/20/40 SPLIT BENCH	INCL			
Total of B. Published Options:					\$ -

C. Unpublished Options [Itemize each below, not to exceed 25%]**\$= 0.0 %**

Options	Bid Price	Options	Bid Price
DIO-RUBBER FLOOR MATS WEATHER TEC		Z1-OXFORD WHITE	EXT COLOR
DIO-POWER INVERTER 1500 WATT		1S- MEDIUM DARK SLATE CLOTH	INT COLOR
		STOCK	DELIVERY
Total of C. Unpublished Options:			\$ -

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:**INCLUDED \$ -****E. Upfitters:** **TER TEXAS QUOTE #HOU16152 \$20,805.00****\$ 21,085.00****CAPFLEET UPFITTERS QUOTE # CAPQ-103076- \$280-GRAPHICS****F. Manufacturer Destination/Delivery:****G. Floor Plan Interest (for in-stock and/or equipped vehicles):****H. Lot Insurance (for in-stock and/or equipped vehicles):****I. Contract Price Adjustment:****\$ -****J. Additional Delivery Charge:** 0 miles**\$ -****K. Subtotal:****\$ 67,723.00****L. Quantity Ordered** 4 **x K =****\$ 270,892.00****M. Trade in:****\$ -****N. BUYBOARD FEE PER PURCHASE ORDER:****\$ 400.00****O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE:****\$ 271,292.00**



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Benjamin Sutton, Buyer
CC: Andrew Figueroa, Director of Public Works
Date: October 10, 2023
Re: FY 24 Public Works VEF Replacements

Action Requested:

Consider and act to authorize the purchase of six (6) vehicles for fiscal year 2024 for the Public Works Department from Silsbee Ford through a cooperative contract with TIPS for an amount not to exceed \$426,807.25. (Sutton)

Background Information:

Staff request authorization to procure six (6) vehicles for the Public Works Department. All vehicles are budgeted in the vehicle equipment replacement fund (VERF). The vehicles will be purchased through a cooperative contract with TIPS, contract 210907.

ITEM	ESTIMATED PRICE	REPLACEMENT UNIT NUMBER	VENDOR	CONTRACT
Ford F250 Crew Cab	\$81,169.50	803 (2008 Ford F250)	Silsbee Ford	TIPS 210907
Ford F350 Crew Cab	\$77,083.25	1407 (2014 Ford F350)	Silsbee Ford	TIPS 210907
Ford F150 Crew Cab	\$63,802.25	1707 (2017 Chevrolet Silverado 1500)	Silsbee Ford	TIPS 210907
Ford F150 Crew Cab	\$63,802.25	1808 (2018 Chevrolet Silverado 1500)	Silsbee Ford	TIPS 210907
Ford F350 Crew Cab	\$79,606.50	1619 (2016 Chevrolet 3500)	Silsbee Ford	TIPS 210907
Ford F250 Regular Cab	\$61,343.50	1406 (2014 Ford F250)	Silsbee Ford	TIPS 210907

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

Legal Review:

N/A

Supporting Documents:

1. CELINA W2A WASTEWATER 803 TIPS 210907
2. CELINA W3G STREETS 1407 TIPS 210907
3. CELINA W1C WATER 1707 AND 1808 TIPS 210907
4. CELINA W3A WATER 1619 TIPS 210907
5. CELINA F2A WASTEWATER 1406 TIPS 210907

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.



PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF CELINA (TIPS #TX998775)

Prepared by: RICHARD HYDER

Contact: KEVIN HEISEL 972.382.4041

Phone: 409.300.1385

Email: KHELSEL@CELINA-TX.GOV

Email: RHYDER.COWBOYFLEET@GMAIL.COM

Product Description: FORD F250 CREW CAB

Date: September 25, 2023

A. Bid Item: 35 **A. Base Price:** \$ 45,742.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W2A	2024 F250 CREW CAB 4X2 8' BED	\$ 8,995.00		REAR VIEW CAMERA PREP KIT	\$ -
99A	6.8L V8 GAS	\$ -		REMOTE KEYLESS ENTRY	\$ -
Z1	EXTERIOR WHITE	\$ -	76C	BACKUP ALARM	\$ 175.00
AS	INTERIOR GRAY VINYL 40/20/40	\$ -	18B	RUNNING BOARDS	\$ 445.00
	POWER EQUIPMENT GROUP	\$ -			
	CRUISE	\$ -		WASTEWATER UNIT 803	
	TRAILER TOWING PKG	\$ -			
	TRAILER BRAKE CONTROLLER	\$ -			

Total of B. Published Options: \$ 9,615.00

Published Option Discount (5%): \$ (480.75)

C. Unpublished Options

Description	Bid Price	Options	Bid Price
AMBER/BUE LEDS GRILL MOUNT	\$ 250.00	TRUX 1897--DAKOTA WHITE STEEL SERVICE BOD	\$ 22,059.00
AMBER BLUE LEDS SURFACE MOUNT REAR	\$ 250.00	SPRAY IN BEDLINER, RAM LAPTOP MOUNT,	
FEDERAL ALLEGIANT BLUE/AMBER LIGHT BAR	\$ 1,520.00	GO POWER 3000 WATT INVERTER, BLACK HA RAC	
WINDOW TINT	\$ 295.00	WEATHERTECH FLOOR MATS, 5'F FIRE EXT,	
INSTALLATION	\$ 860.00	SAFETY TRIANGLE KIT, RELOCATE FACTORY CAM	
CELINA DECALS OSD	\$ 550.00	SERVICE BODY LADDER RACK, OPEN TOP	
		EXPANDED METAL BOX PASSENGER SIDE	

Total of C. Unpublished Options: \$ 25,784.00

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: \$ -

G. Additional Delivery Charge: 291 miles \$ 509.25

H. Subtotal: \$ 81,169.50

I. Quantity Ordered 1 **x H =** \$ 81,169.50

J. Trade in: \$ -

K. Total Purchase Price \$ 81,169.50



PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF CELINA (TIPS #TX998775)

Prepared by: RICHARD HYDER

Contact: KEVIN HEISEL 972.382.4041

Phone: 409.300.1385

Email: KHEISEL@CELINA-TX.GOV

Email: RHYDER.COWBOYFLEET@GMAIL.COM

Product Description: FORD F350 CREW CAB CHASSIS

Date: September 25, 2023

A. Bid Item: 41

A. Base Price: \$ 47,962.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W3G	2024 FORD F350 CRW CHASSIS DRW 60"C	\$ 7,895.00	872	REAR VIEW CAMERA KIT	\$ 415.00
Z1	EXTERIOR WHITE	\$ -	18B	PLATFORM RUNNING BOARDS	\$ 445.00
AS	INTERIOR GRAY VINYL 40/20/40	\$ -			
99N	7.3L V8 GAS	\$ -			
	POWER EQUIPMENT GROUP	\$ -		STREETS UNIT 1407	
76C	BACKUP ALARM	\$ 175.00			
	TRAILER BRAKE CONTROLLER	\$ -			
512	SPARE TIRE AND WHEEL	\$ 350.00			

Total of B. Published Options: \$ 9,280.00

Published Option Discount (5%) \$ (464.00)

C. Unpublished Options

Description	Bid Price	Options	Bid Price
AMBER/BUE LEDS GRILL MOUNT	\$ 250.00	TRUX 1899--9' BLACK STEEL FLATBED, HA RACK,	\$ 16,071.00
AMBER BLUE LEDS SURFACE MOUNT REAR	\$ 250.00	STAKE SIDES, CLASS V HITCH, 6 TIE DOWN ANCHORS,	
FEDERAL ALLEGIANT BLUE/AMBER LIGHT BAR	\$ 1,520.00	2 UNDERMOUNT TOOLBOXES, 2 TOP MOUNTED	
WINDOW TINT	\$ 295.00	TOOLBOXES, GO POWER 3000 WATT INVERTER,	
INSTALLATION	\$ 860.00	WEATHERTECH FLOOR MATS, 5'F FIRE EXT,	
CELINA DECALS OSD	\$ 550.00	SAFETY TRIANGLE KIT, RELOCATE FACTORY CAMERA,	
		5 HOLE TOOL STORAGE RACK MTD HORIZONTAL	
		ON PASSENGER SIDE	

Total of C. Unpublished Options: \$ 19,796.00

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:

\$ -

G. Additional Delivery Charge: 291 miles

\$ 509.25

H. Subtotal:

\$ 77,083.25

I. Quantity Ordered 1 x H =

\$ 77,083.25

J. Trade in:

\$ -

K. Total Purchase Price

\$ 77,083.25



PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF CELINA (TIPS #TX998775)

Prepared by: RICHARD HYDER

Contact: KEVIN HEISEL 972.382.4041

Phone: 409.300.1385

Email: KHELSEL@CELINA-TX.GOV

Email: RHYDER.COWBOYFLEET@GMAIL.COM

Product Description: FORD F150 CREW CAB

Date: September 25, 2023

A. Bid Item: 32 **A. Base Price:** \$ 36,584.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W1C	2024 F150 CREW CAB 4X2 6.5' BED	\$ 9,295.00		BLUETOOTH	\$ -
YZ	EXTERIOR WHITE	\$ -		REVERSE SENSING	\$ -
AS	INTERIOR BLACK VINYL 40/20/40	\$ -	53A	TRAILER TOW PKG	\$ 1,325.00
995	5.0L V8 GAS	\$ 2,560.00		TRAILER BRAKE CONTROLLER	\$ -
101A	EQUIPMENT 101A PKG	\$ -		WATER UNITS 1707 1808	
	REAR VIEW CAMERA	\$ -			
	POWER EQUIPMENT	\$ -			
	CRUISE	\$ -			

Total of B. Published Options: \$ 13,180.00

Published Option Discount (5%): \$ (659.00)

C. Unpublished Options

Description	Bid Price	Options	Bid Price
AMBER/BUE LEDS GRILL MOUNT	\$ 250.00	TRUX 1895--DIAMONDBACK 270 BED COVER,	\$ 10,463.00
AMBER BLUE LEDS SURFACE MOUNT REAR	\$ 250.00	CARGOGLIDE 1500# SLIDE OUT TRAY, SPRAY IN	
FEDERAL ALLEGIANT BLUE/AMBER LIGHT BAR	\$ 1,520.00	BEDLINER, WEATHERTECH FLOOR MATS, 5LB FIR	
WINDOW TINT	\$ 295.00	EXT, GO POWER 3000 WATT INVERTER, RAM	
INSTALLATION	\$ 860.00	LAPTOP MOUNT, SAFETY TRIANGLE KIT	
CELINA DECALS OSD	\$ 550.00		

Total of C. Unpublished Options: \$ 14,188.00

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: \$ -

G. Additional Delivery Charge: 291 miles \$ 509.25

H. Subtotal: \$ 63,802.25

I. Quantity Ordered 2 **x H =** \$ 127,604.50

J. Trade in: \$ -

K. Total Purchase Price \$ 127,604.50



PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF CELINA (TIPS #TX998775)

Prepared by: RICHARD HYDER

Contact: KEVIN HEISEL 972.382.4041

Phone: 409.300.1385

Email: KHELSEL@CELINA-TX.GOV

Email: RHYDER.COWBOYFLEET@GMAIL.COM

Product Description: FORD F350 CREW CAB PICKUP

Date: September 25, 2023

A. Bid Item: 37 **A. Base Price:** \$ 46,694.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W3A	2024 F350 CREW CAB 4X2 SRW 8' BED	\$ 8,995.00	76C	BACKUP ALARM	\$ 175.00
99A	6.8L V8 GAS	\$ -	18B	RUNNING BOARDS	\$ 445.00
Z1	EXTERIOR WHITE	\$ -			
AS	INTERIOR VINYL 40/20/40	\$ -		WATER UNIT 1619	
	TRAILER BRAKE CONTROLLER	\$ -			
	POWER EQUIPMENT GROUP	\$ -			
	CRUISE	\$ -			
	REAR VIEW CAMERA	\$ -			

Total of B. Published Options: \$ 9,615.00

Published Option Discount (5%): \$ (480.75)

C. Unpublished Options

Description	Bid Price	Options	Bid Price
AMBER/BUE LEDS GRILL MOUNT	\$ 250.00	TRUX 1893--DAKOTA WHITE STEEL SERVICE BOD	\$ 19,544.00
AMBER BLUE LEDS SURFACE MOUNT REAR	\$ 250.00	SPRAY IN BEDLINER, RAM LAPTOP MOUNT,	
FEDERAL ALLEGIANT BLUE/AMBER LIGHT BAR	\$ 1,520.00	GO POWER 3000 WATT INVERTER, BLACK HA RAC	
WINDOW TINT	\$ 295.00	WEATHERTECH FLOOR MATS, 5'F FIRE EXT,	
INSTALLATION	\$ 860.00	SAFETY TRIANGLE KIT, RELOCATE FACTORY CAN	
CELINA DECALS OSD	\$ 550.00	OPEN TOP EXPANDED METAL BOX ON PASS SIDE	

Total of C. Unpublished Options: \$ 23,269.00

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: \$ -

G. Additional Delivery Charge: 291 miles \$ 509.25

H. Subtotal: \$ 79,606.50

I. Quantity Ordered 1 **x H =** \$ 79,606.50

J. Trade in: \$ -

K. Total Purchase Price \$ 79,606.50



PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF CELINA (TIPS #TX998775)

Prepared by: RICHARD HYDER

Contact: KEVIN HEISEL 972.382.4041

Phone: 409.300.1385

Email: KHELSEL@CELINA-TX.GOV

Email: RHYDER.COWBOYFLEET@GMAIL.COM

Product Description: FORD F250 REGULAR CAB

Date: September 11, 2023

A. Bid Item: 18 A. Base Price: \$ 44,322.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
F2A	2024 FORD F250 REGULAR CAB 8' BED	\$ 8,995.00		CRUISE	\$ -
99A	6.8L V8 GAS	\$ -		REAR VIEW CAMERA	\$ -
Z1	EXTERIOR WHITE	\$ -	76C	BACKUP ALARM	\$ 175.00
AS	INTERIOR VINYL 40/20/40	\$ -	18B	RUNNING BOARDS	\$ 445.00
	POWER EQUIPMENT GROUP	\$ -			
	BLUETOOTH	\$ -		WASTEWATER 1406	
	TRAILER TOWING PKG WITH HITCH	\$ -			
	TRAILER BRAKE CONTROLLER	\$ -			

Total of B. Published Options: \$ 9,615.00

Published Option Discount (5%) \$ (480.75)

C. Unpublished Options

Description	Bid Price	Options	Bid Price
AMBER/BLEU LEDS GRILL MOUNT	\$ 250.00	TRUX 1898--FACTORY BED,	\$ 3,653.00
AMBER BLEU LEDS SURFACE MOUNT REAR	\$ 250.00	SPRAY IN BEDLINER, RAM LAPTOP MOUNT,	
FEDERAL ALLEGIANT BLEU/AMBER LIGHT BAR	\$ 1,520.00	GO POWER 3000 WATT INVERTER, BLACK HA RAC	
WINDOW TINT	\$ 295.00	WEATHERTECH FLOOR MATS, 5'F FIRE EXT,	
INSTALLATION	\$ 860.00	SAFETY TRIANGLE KIT	
CELINA DECALS OSD	\$ 550.00		

Total of C. Unpublished Options: \$ 7,378.00

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:

\$ -

G. Additional Delivery Charge: 291 miles

\$ 509.25

H. Subtotal:

\$ 61,343.50

I. Quantity Ordered 1 x H =

\$ 61,343.50

J. Trade in:

\$ -

K. Total Purchase Price

\$ 61,343.50



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Amy Alexander, Director of Information Technology
Date: October 10, 2023
Re: FY 2024 Annual Software License Renewals

Action Requested:

Consider and act to authorize Fiscal Year 2024 software license renewals to various vendors through existing contracts in an amount not to exceed \$329,704.42. (Berry)

Background Information:

Each year, the City of Celina renews existing software licenses to provide various business applications, infrastructure, and security. Existing software was selected through a cooperative contract with the State of Texas, General Services Administration, or another cooperative agency. The City maintains executed Interlocal Agreements with these agencies. Chapter 271 of the Local Government Code authorizes cooperative purchases. The use of the contract satisfies the competitive bidding requirements.

VENDOR/VAR	SOFTWARE	DEPARTMENT	FY24 BUDGET
MCCI	LASERFICHE	ENTERPRISE	\$ 52,587.50
TYLER TECH	TYLER	ENTERPRISE	\$ 68,500.00
SHI	MICROSOFT EA	ENTERPRISE	\$ 72,731.95
FREEIT	OKTA SSO/MFA	ENTERPRISE	\$ 55,921.62
INTEGRATED COMPUTER SYSTEMS	ICS	PD	\$ 79,963.35
Total			\$329,704.42

Legal Review:

N/A

Supporting Documents:

None

Financial Consideration:

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

Staff Recommendation:

Staff recommends approval.



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Benjamin Sutton, Buyer
CC: John Cullison, Police Chief
Date: October 10, 2023
Re: FY 24 Police Department VERN Replacements and Enhancements

Action Requested:

Consider and act to authorize the purchase of ten vehicles for fiscal year 2024 for the Police Department from Silsbee Ford, Caldwell Chevrolet, and Gunn Chevrolet through cooperative contracts in an amount not to exceed \$488,655.50. (Sutton)

Background Information:

Staff requests authorization to procure ten new vehicles through the following cooperative agreements. The Vehicle and Equipment Replacement Fund (VERF) will be used to replace six marked patrol units (0503, 0504, 0505, 0506, 0507, and 0508). Four vehicles will be enhancements that have been allotted in the FY 24 budget, with item 512 being a unit for two day-patrol officers, item 527 being a detective unit, item 501 being a neighborhood services officer unit, and item 518 being a mental health officer unit.

ITEM	UNIT PRICE	VENDOR	CONTRACT NUMBER	REPLACEMENT/ENHANCEMENT
F150 Responder	\$ 51,200.50	Silsbee	TIPS 210907	Replaces 0503 (2020 Ford Interceptor)
F150 Responder	\$ 51,200.50	Silsbee	TIPS 210907	Replaces 0504 (2020 Ford Interceptor)
F150 Responder	\$ 51,200.50	Silsbee	TIPS 210907	Replaces 0505 (2020 Ford Interceptor)
F150 Responder	\$ 51,200.50	Silsbee	TIPS 210907	Replaces 0506 (2020 Ford Interceptor)
PPV Tahoe	\$ 53,134.00	Caldwell	BuyBoard 601-19	Replaces 0507 (2020 Ford Interceptor)
PPV Tahoe	\$ 53,134.00	Caldwell	BuyBoard 601-19	Replaces 0508 (2020 Chevrolet Tahoe)

PPV Tahoe	\$ 53,134.00	Caldwell	BuyBoard 601-19	Item 512 (Two Day Patrol Officers)
PPV Tahoe	\$ 53,134.00	Caldwell	BuyBoard 601-19	Item 527 (Detective)
Traverse	\$ 35,658.75	Gunn	BuyBoard 601-19	Item 501 (Neighborhood Services Officer)
Traverse	\$ 35,658.75	Gunn	BuyBoard 601-19	Item 518 (Mental Health Officer)

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

Legal Review:

N/A

Supporting Documents:

1. F150 Responder (4) TIPS 210907
2. PPV Tahoe (4) BuyBoard 601-19
3. Traverse (2) BuyBoard 601-19

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:

Authorize the purchase of ten vehicles.



PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF CELINA (TIPS #TX998775)

Prepared by: RICHARD HYDER

Contact: BEN SUTTON 469.589.5701 X1072

Phone: 409.300.1385

Email: BSUTTON@CELINA-TX.GOV

Email: RHYDER.COWBOYFLEET@GMAIL.COM

Product Description: FORD F150 RESPONDER PICKUP

Date: September 27, 2023

A. Bid Item: 59

A. Base Price: \$ 45,799.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
WIP	2023 F150 CREW RESPONDER 4X4 5.5' BED	\$ 1,895.00		ELECTRONIC SHIFT ON THE FLY	\$ -
UM	EXTERIOR BLACK	\$ -		SKID PLATE	\$ -
PB	INTERIOR 40/BLANK/40 SEATING	\$ -		BLUETOOTH	\$ -
998	3.5L V6 ECOBOOST	\$ -		3.55 ELECTRONIC LOCKING AXLE	\$ -
	POWER EQUIPMENT GROUP	\$ -	53A	TRAILER TOWING PKG	\$ 1,325.00
	CRUISE	\$ -		TRAILER BRAKE CONTROLLER	\$ -
67P	REMOTE KEYLESS ENTRY W/ 4 FOBS	\$ 340.00	18B	BLACK PLATFORM RUNNING BOARDS	\$ 445.00
	REAR VIEW CAMERA	\$ -	47P	ENGINE IDLE FEATURE	\$ 260.00
Total of B. Published Options:					\$ 4,265.00

Published Option Discount (5%): \$ (213.25)

C. Unpublished Options

Description	Bid Price	Options	Bid Price
DRIVER SIDE SPOTLIGHT	\$ 795.00		
Total of C. Unpublished Options:			\$ 795.00

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:

\$ -

G. Additional Delivery Charge: 317 miles

\$ 554.75

H. Subtotal:

\$ 51,200.50

I. Quantity Ordered 4 **x H =**

\$ 204,802.00

J. Trade in:

\$ -

K. Total Purchase Price

\$ 204,802.00

CALDWELL COUNTRY CHEVROLET
800 HWY. 21 E. CALDWELL, TEXAS 77836
BUYBOARD 601-19

End User: CITY OF CELINA **Caldwell Rep:** MARCUS SHAW #930
Contact: BEN SUTTON **Phone:** (979) 567-1500
Phone/ Email: BSUTTON@CELINA-TX.GOV **Date:** Thursday, September 28, 2023
Product Description: 2024 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial **Email:** MSHAW@USAAUTOMOTIVEPARTNERS.COM

A. Bid Series: 31-Chevrolet Tahoe Police PPV **A. Base Price:** \$ 51,367.00

B. Published Options [Itemize each below]

Code	Model Vehicle				
CC10706	2024 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial				
Code	Options	Bid Price	Code	Options	Bid Price
5T5	Seats, front cloth and second row vinyl	\$0.00	BCV	Lock control, driver side auto door lock disable	\$0.00
6J3	Wiring, grille lamps and siren speakers	\$92.00	C6C	GVWR, 7400 lbs. (3357 kg)	\$0.00
6J4	Wiring, horn and siren circuit	\$55.00	GU5	Rear axle, 3.23 ratio	\$0.00
6J7	Flasher system, headlamp and taillamp, DRL	\$0.00	IOR	Audio system, Chevrolet Infotainment 3 system,	\$0.00
7X3	Spotlamp, left-hand	\$800.00	J55	Brake system, heavy duty	\$0.00
9C1	Identifier for Police Package Vehicle	\$0.00	K3W	Battery, 850 cold-cranking amps with 95 amp ho	\$0.00
AMF	Remote Keyless Entry Package	\$75.00	K6K	Battery, auxiliary, 760 cold-cranking amps with	\$0.00
ATD	Seat delete, third row passenger	\$0.00	L84	Engine, 5.3L EcoTec3 V8	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00	MHU	Transmission, 10-speed automatic	\$0.00
Total of B. Published Options					\$ <u>1,022.00</u>

C. Unpublished Options [Itemize each below, not to exceed 25%]

Unpublished Options	Bid Price	Unpublished Options	Bid Price
GBA-Black			
H1T-Jet Black, Cloth seat trim			
Total of C. Unpublished Options:			\$ <u>-</u>

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:

E. Upfitter/Quote Number:

F. Delivery ETA:

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

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

I. Contract Price Adjustment:

J. Additional Delivery Charge 215 miles \$ 645.00

K. Subtotal \$ 53,034.00

L. Quantity Ordered 4 x K = \$ 212,136.00

M. Trade in:

N. Coop Fee per purchase order \$ 400.00

O. Total purchase price with coop fee (Prices and availability are subject to change without notice) \$ 212,536.00

DISCLAIMER

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEDGE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR) Page 114 of 359



GUNN Acura
11911 IH 10 West
San Antonio, TX 78230
Phone: (210) 696-2232

GUNN BUICK GMC
16440 IH 35 North
Selma, TX 78154
Phone: (210) 599-5600

GUNN CHEVROLET
16550 IH 35 North
Selma, TX 78154
Phone: (210) 599-5000

GUNN Honda
14610 IH 10 West
San Antonio, TX 78249
Phone: (210) 680-3371

GUNN NISSAN GUNN NISSAN of DENTON
750 NE LOOP 410 5650 S Interstate 35 E
San Antonio, TX 78209 Corinth, TX 76210
Phone: (210) 496-0806 Phone: (940) 270-9000

DEAL WORKSHEET

Deal # _____

BUYER INFORMATION

Date 09/27/2023
Buyer's Name City of Celina
Co-Buyer's Name _____
Business Name City of Celina
Address 142 N Ohio St
City & State Celina Zip 75009
Home Phone _____ Bus. Phone (469) 589-5701
Cell Phone _____ E-Mail bsutton@celina.tx.gov
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Danny Mireles SalesPerson 1 ID # 151
SalesPerson 2 _____ SalesPerson 2 ID # _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

Stock # C231584 Vin # 1GNERFKW4PJ307540
Year 2023 Make Chevrolet
Model Traverse Model Trim LS
Miles 5 Color Sterling Gray Metallic
M.S.R.P. \$35,915.00 Discount \$1,000.00 O.S.P. \$34,915.00

Dealer Installed Accessories *

1. Delivery Fee	\$520.00
2. Buy Board Fee \$400 per PO 1/2	\$200.00
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. Buy Board Contract #601-19	_____

Selling Price	\$35,915.00
Plus Owed Accessories	\$720.00
Selling Price w/ Accessories	\$36,635.00
Sales Services Fee	_____
Trade-In Appraised Value	\$0.00
Factory Rebate(s), if any	\$1,000.00
Sub-Total	\$35,635.00
State Motor Vehicle Sales Tax	\$0.00
Dealer's Inventory Tax	\$0.00
Lic., Title, Insp., R&B, Etax, Ins. Ver., Sys. Fees	\$23.75
Balance Due on Trade-In	\$0.00
Documentary Fee	\$0.00
Total	\$35,658.75
Deposit Receipt #	_____
Cash Down Receipt #	\$0.00
Amount to Finance	\$35,658.75

Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.

Date 09/27/2023 Buyer's / Co-Buyer's Signature: _____ Accepted _____



Vehicle Locator

Detail Report for Customer

GUNN CHEVROLET, LTD.

16550 IH 35 NORTH, SELMA, TX, 78154

210-599-5000

Customer/Company:

City of Celina

Sales Consultant:

Address:

undefined

Vehicle #1: 2023 Chevrolet Traverse	VIN/Order #	MSRP	Stock #
	1GNERFKW4PJ307540	\$35,915.00	C231584
Additional Vehicle Information			
GM Marketing Information			

Body Style: LS FWD-1NB56

PEG: LS Package-1LS

Primary Color: Sterling Gray Metallic-GXD

Trim: Interior Trim, Cloth Jet Black / Chai-HKA

Engine: Engine, 3.6L 6 Cylinder-LFY

Transmission: Transmission, Automatic 9 Speed-M3V

Options: 3 Years of OnStar Remote Access-PRF

Chevrolet Infotainment 3-IOR

Chevrolet Safety Assist-PED

Display Instrument Driver Info Enhanced

(monochromatic)-UDC

Engine, 3.6L 6 Cylinder-LFY

Federal Emissions-FE9

HD Rear Vision Camera-UVB

Headlamps, LED-T4L

IntelliBeam Headlamps-TQ5

Interior Trim, Cloth Jet Black / Chai-HKA

LS Package-1LS

Lane Keep Assist with Lane Departure Warning-

UHX

License Plate Frt, Mounting Pkg.-VK3

Mirrors, Outside, Heated, Power, Black, Manual

Folding-DR9

OnStar-UE1

OnStar Turn by Turn Navigation System-DCP

Pedestrian Detection, Front Basic-UKJ

Seating, 8 Passenger-ABC

Sensor Collision Avoidance & Mitigation, Low

Speed-UHY

Sensor Indicator, Following Distance-UE4

Sensor, Forward Collision-UEU

SiriusXM Satellite Radio-U2K

Sterling Gray Metallic-GXD

Tire, 255/65R18 ALS-QO5

Tire, Spare, T135/70R18 SL 104M, BW-ZCD

Transmission, Automatic 9 Speed-M3V

Wheel Spare 18" x 4.5"-RTI

Wheel, 18" Bright Silver Painted Aluminum-PXJ



GUNN Acura
11911 IH 10 West
San Antonio, TX 78230
Phone: (210) 696-2232

GUNN BUICK GMC
16440 IH 35 North
Selma, TX 78154
Phone: (210) 599-5600

GUNN CHEVROLET
16550 IH 35 North
Selma, TX 78154
Phone: (210) 599-5000

GUNN Honda
14610 IH 10 West
San Antonio, TX 78249
Phone: (210) 680-3371

GUNN NISSAN GUNN NISSAN of DENTON
750 NE LOOP 410 5650 S Interstate 35 E
San Antonio, TX 78209 Corinth, TX 76210
Phone: (210) 496-0806 Phone: (940) 270-9000

DEAL WORKSHEET

Deal # _____

BUYER INFORMATION

Date 09/27/2023
Buyer's Name City of Celina
Co-Buyer's Name _____
Business Name City of Celina
Address 142 N Ohio St
City & State Celina Zip 75009
Home Phone _____ Bus. Phone (469) 589-5701
Cell Phone _____ E-Mail bsutton@celina-tx.gov
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Danny Mireles SalesPerson 1 ID # 151
SalesPerson 2 _____ SalesPerson 2 ID # _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

Stock # C231583 Vin # 1GNERFKW6PJ307393
Year 2023 Make Chevrolet
Model Traverse Model Trim LS
Miles 5 Color Mosaic Black Metallic
M.S.R.P. \$35,915.00 Discount \$1,000.00 O.S.P. \$34,915.00

Dealer Installed Accessories *

1. Delivery Fee \$520.00
2. Buy Board Fee \$400 per PO 1/2 \$200.00
3. _____
4. _____
5. _____
6. _____
7. Buy Board Contract #601-19 _____

Selling Price	<u>\$35,915.00</u>
Plus Owed Accessories	<u>\$720.00</u>
Selling Price w/ Accessories	<u>\$36,635.00</u>
Sales Services Fee	_____
Trade-In Appraised Value	<u>\$0.00</u>
Factory Rebate(s), if any	<u>\$1,000.00</u>
Sub-Total	<u>\$35,635.00</u>
State Motor Vehicle Sales Tax	<u>\$0.00</u>
Dealer's Inventory Tax	<u>\$0.00</u>
Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees	<u>\$23.75</u>
Balance Due on Trade-In	<u>\$0.00</u>
Documentary Fee	<u>\$0.00</u>
Total	<u>\$35,658.75</u>
Deposit Receipt #	_____
Cash Down Receipt #	<u>\$0.00</u>
Amount to Finance	<u>\$35,658.75</u>

Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.

Date 09/27/2023 Buyer's / Co-Buyer's Signature: _____ Accepted _____

Vehicle #2: 2023 Chevrolet Traverse	VIN/Order #	MSRP	Stock #
	1GNERFKW6PJ307393	\$35,915.00	C231583
Additional Vehicle Information			
GM Marketing Information			
Body Style: LS FWD-1NB56 PEG: LS Package-1LS Primary Color: Mosaic Black Metallic-GB8 Trim: Interior Trim, Cloth Jet Black / Chai-HKA Engine: Engine, 3.6L 6 Cylinder-LFY Transmission: Transmission, Automatic 9 Speed-M3V Options: 3 Years of OnStar Remote Access-PRF Chevrolet Infotainment 3-IOR Chevrolet Safety Assist-PED Display Instrument Driver Info Enhanced (monochromatic)-UDC Engine, 3.6L 6 Cylinder-LFY Federal Emissions-FE9 HD Rear Vision Camera-UVB Headlamps, LED-T4L Intellibeam Headlamps-TQ5 Interior Trim, Cloth Jet Black / Chai-HKA LS Package-1LS Lane Keep Assist with Lane Departure Warning-UHX License Plate Frt, Mounting Pkg.-VK3 Mirrors, Outside, Heated, Power, Black, Manual Folding-DR9 Mosaic Black Metallic-GB8 OnStar-UE1 OnStar Turn by Turn Navigation System-DCP Pedestrian Detection, Front Basic-UKJ Seating, 8 Passenger-ABC Sensor Collision Avoidance & Mitigation, Low Speed-UHY Sensor Indicator, Following Distance-UE4 Sensor, Forward Collision-UEU SiriusXM Satellite Radio-U2K Tire, 255/65R18 ALS-QO5 Tire, Spare, T135/70R18 SL 104M, BW-ZCD Transmission, Automatic 9 Speed-M3V Wheel Spare 18" x 4.5"-RTI Wheel, 18" Bright Silver Painted Aluminum-PXJ			

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.



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: October 10, 2023
Re: FY 24 Vehicle FD - Tahoe

Action Requested:

Consider and act to authorize the purchase of one (1) 2023 Tahoe for the Fire Department from Caldwell County Chevrolet through a cooperative contract Buyboard in an amount not to exceed \$80,650.00. (Berry)

Background Information:

Staff requests authorization to purchase one (1) 2023 Chevrolet Tahoe for the Fire Department through a cooperative contract with BuyBoard (contract #601-19). This vehicle is an enhancement to the fleet and is a battalion vehicle for operations.

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. 549 Quote_863 FD Tahoe

Financial Consideration:

Funding is available in the current budget.

Staff Recommendation:

Staff recommends approval.

CALDWELL COUNTRY CHEVROLET 800 HWY. 21 E. CALDWELL, TEXAS 77836 BUYBOARD 601-19

Caldwell Rep: David Lowry #863
Phone: (903) 513-2316
Date: Tuesday, September 26, 2023
Email: dlowry@caldwellcountry.com

A.	Bid Series:	<u>22-CHEVROLET TAHOE</u>	A. Base Price:	\$ 51,450.00
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B. Published Options [Itemize each below]

Code	Model Vehicle				
CK10706	2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial				
Code	Options	Bid Price	Code	Options	Bid Price
5T4	Special paint, Victory Red WA 9260	\$250.00	GU5	Rear axle, 3.23 ratio	\$0.00
9C1	Identifier for Police Package Vehicle	\$0.00	H1T	Jet Black, Cloth seat trim	\$0.00
AMF	Remote Keyless Entry Package	\$75.00	IOR	Audio system, Chevrolet Infotainment 3 system,	\$0.00
ATD	Seat delete, third row passenger	\$0.00	RC1	Skid plate, front	\$0.00
AX2	Key, unique	\$0.00	Z56	Suspension Package, heavy-duty, police-rated.	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00	___	Capless Fuel Fill	\$0.00
BCV	Lock control, driver side auto door lock disa	\$0.00	___	Exterior ornamentation delete	\$0.00
C6G	GVWR, 7600 lbs. (3447 kg)	\$0.00	___	Instrumentation, analog	\$0.00
FE9	Emissions, Federal requirements	\$0.00	___	Theft-deterrent system, vehicle, PASS-Key III	\$0.00
Total of B. Published Options					\$ 325.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

Unpublished Options	Bid Price	Unpublished Options	Bid Price
Total of C. Unpublished Options:			\$ -

D. **Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:**

E.	Upfitter/Quote Number:	Siddons Martin - Quote #: 400-0000192	\$ 26,150.00
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F. Delivery ETA:	
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G. Floor Plan Interest (for in-stock and/or equipped vehicles):	\$ 1,280.00
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H.	Lot Insurance (for in-stock and/or equipped vehicles):	\$ 400.00
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I. Contract Price Adjustment: _____

J.	Additional Delivery Charge	<u>215</u> miles	\$ 645.00
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K.	Subtotal	\$ 80,250.00
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L.	Quantity Ordered	<u>1</u>	x K =	\$ 80,250.00
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M.	Trade in:		
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N.	Coop Fee per purchase order	\$ 400.00
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O.	Total purchase price with coop fee (Prices and availability are subject to change without notice)	\$ 80,650.00
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DISCLAIMER

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEDGE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)

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Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Andrew Figueroa, Director of Public Works
Date: October 10, 2023
Re: FY 24 Equipment Purchase for Public Works Department

Action Requested:

Consider and act to authorize the purchase of a Holt Cat Mini Excavator, two Holt Cat Jackhammers, one Ford F350, and one Ditch Witch Hydro Vac Trailer from various vendors through cooperative contracts for an amount not to exceed \$260,371.42. (Berry)

Background Information:

Staff requests authorization to procure the equipment listed below for the Public Works Department. All items are enhancements to the Fleet, budgeted, and purchased through the cooperative contracts listed.

MBudget Item #	Description	Price	Vendor	Contract
497	Ford F350 with Cargo Bed	\$ 77,083.25	Silsbee Ford	Tips 210907
576	Hydro Vac Trailer	\$ 72,370.17	Ditch Witch	Sourcewell 110421-CMW
574	Mini Excavator	\$ 85,639.00	Holt Cat	Sourcewell 032119
602	Jack Hammer Accessory for Back Hoe	\$ 16,517.00	Holt Cat	Sourcewell 032119
626	Jack Hammer Accessory for Skid Steer	\$ 8,762.00	Holt Cat	Sourcewell 032119
	Total	\$ 260,371.42		

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

Legal Review:

N/A

Supporting Documents:

1. 567 Mini Excavator - HOLT CAT
2. 567 Hydro Vac Trailer - Ditch Witch
3. 567 Ford F350 - Silsbee Ford
4. 567 Jackhammer Accessory for Back Hoe & Skid Steer - HOLT CAT

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.



DATE: Sep 28, 2023
QUOTE #:326571-01

CITY OF CELINA
ANDREW FIGUEROA
142 N OHIO ST
CELINA, TEXAS 75009-6201

Pemberton, Brent
817.219.6187

One (1) New Caterpillar Inc Model: 304 Mini-Ex

Includes: Cab/Air + Hydraulic Thumb + Manual Pin Grabber + 18" Tooth Bucket + 12" Smooth Bucket

SALE PRICE	\$85,639
EXT WARRANTY	Included
TOTAL PRICE	\$85,639

Quote Through Sourcewell Contract 032119 – Member 115658

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty
Extended Warranty: 60 MO/3000 HR POWERTRAIN + HYDRAULICS

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
304 07A MHE CFG14A	610-5465
BOOM, SWING	542-6668
CAB, WITH HEAT AND A/C	542-6690
SOFTWARE, PROPORTIONAL CONTROL	557-1709
SOFTWARE, STICK STEER CONTROL	557-1710
SOFTWARE, 2 WAY CONTROL	557-1711
SOFTWARE, CODED START	557-1713
304 07A MINI EXCAVATOR	577-9914
UNDERCARRIAGE AR	542-6655
HYDRAULIC OIL, STD	577-9915
HYDRAULIC AR	577-9916
FILM GP-QR	624-4514
ALARM, TRAVEL	579-8852
ELECTRICAL ARR, C1.7 HRC	579-8858
LINKAGE BUCKET W/LIFTING EYE	584-4307
HYDRAULIC OIL	595-9912
HOLDER, GREASE GUN	600-4380
ENGINE, EPA TIER 4 FINAL	611-2419
STICK, LONG, 1- AUX, ANGLE BLD	596-7607
LINES, BOOM	542-6682
LINES, STICK	584-3655
TRACK, 14", RUBBER BELT	542-6699
LIGHTS, LED	579-8868
BELT, SEAT, 3" RETRACTABLE	510-6085
INTEGRATED RADIO	579-8873
MONITOR NEXT GEN, CAMERA READY	579-8876
PRODUCT LINK, CELLULAR PL243	579-8887
CAT KEY, WITH PASSCODE OPTION	522-6460
COUNTERWEIGHT, STANDARD	586-1368

DESCRIPTION	REF.#
BLADE, ANGLE, BOCE	597-0754
REAR MIRROR, CAB	601-7747
452-2740 THUMB, HYDRAULIC, 3-4T	INCLUDED
BUCKET-HD, 18", 2.9 FT3, 3T	464-9902
12" AMI Smooth Edge Bucket	INCLUDED
154-2638 PINS, BUCKET, 40MM (extra set of pins for 12" smooth bucket)	INCLUDED
444-7494 COUPLER, PG, MAN.D.LOCK, 3-4T	INCLUDED

STANDARD EQUIPMENT

POWERTRAIN

Cat C1.7T diesel engine
-U.S. EPA tier 4 final
-EU stage V
-ISO 9249/EEC 80/1270
-Rated net power 34.1kW
-2,400 rpm - ISO 9249/EEC 80/1269
-Electronic engine, turbo, DOC (diesel oxidation catalyst)

Automatic engine idle
Automatic engine shut-off
Automatic swing brake
Automatic two speed travel
Fuel and water separator with indicator
Radial seal, double element air filter with restrictions indicator

HYDRAULICS

Smart tech electronic pump
Variable displacement piston pump
Load sensing & flow sharing hydraulics

Power on demand
Hydraulic temperature monitoring
Accumulator - certified

ELECTRICAL

12 volt electrical system
85 ampere alternator
650 CCA maintenance free battery
Battery disconnect
Circuit breaker

Ignition key stop switch
Signalling/warning horn
Work lights
-Cab, boom left
-Courtesy safety light

OPERATOR ENVIRONMENT

Sealed and pressurized unitized cab
Operator sound pressure 72 dB(A) ISO6396
Integrated lower front window
Rear window emergency exit
Radio - bluetooth, USB, aux, mic
12V power socket
Ergonomic joystick control levers
Adjustable wrist rests
Pattern changer
Color LCD monitor
-Fuel level, coolant temperature and warning indicator
-Maintenance and machine monitoring
-Performance & machine adjustments
-Numeric security code

-Multiple languages
-Hour meter
-Jog dial control interface
Coat hook
Cup holder
Hydraulic lockout controls
Literature holder
Molded footrests
Removable washable floormat
Retractable fluorescent "high visibility" seat belt
Travel control pedals with hand levers
Utility space for mobile phone
skylight
mounting bosses for top & front guards

FLUIDS

Extended life coolant - 37C

Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT

Cat key with passcode option
Locks on external enclosure doors
Lockable fuel cap
Beacon socket
Ecology drain - engine oil
Side by side engine & hydraulic oil cooler
Stick steer mode
Cruise control mode
Power on demand

Roll-over protective structure (ROPS) (ISO 12117-2)
Product Link PL243 (regulations apply)
Auxiliary hydraulic lines
-1-way and 2-way (combined function)
-Auxiliary line quick disconnects
-Adjustable auxiliary flow
-Continuous flow
-Adjustable auxiliary relief
Thumb ready stick



The Charles Machine Works
1959 West Fir Avenue
P.O.Box PO BOX 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Sold-to Party Address

CITY OF CELINA
SOURCEWELL MEMBER 115658
142 NORTH OHIO STREET
CELINA TX 75009-6201

Quotation

Information

Quotation No. 20202477
Document Date 09/06/2023
Customer No. 514778
Dealership WITCH EQUIPMENT COMPANY, INC.
FORT WORTH
PO _____
Created by Todd Miller

Global Account Price Quote

Quote Valid until :

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 1 of 2

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	***** SOURCEWELL CONTRACT 110421-CMW ***** HX30A - HX30A With the following configuration: Debris Tank 500 Gallon Water Tank 200 Gallons Filter Cyclonic Separator Controls Right Hand Traffic Reverse Flow Yes Hose and Tooling 3 Inch HX Boom Jib Water Heater No Options 6-4 Reducer Options Prospector Digging Lance Options Traffic Cone Storage Options Trailer Tongue Tool Box Options Water Air Gap Prospector Digging Lance Yes Water Air Gap Yes Traffic Cone Storage Yes Trailer Tongue Tool Box Yes			

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



The Charles Machine Works
1959 West Fir Avenue
P.O.Box PO BOX 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Sold-to Party Address

CITY OF CELINA
SOURCEWELL MEMBER 115658
142 NORTH OHIO STREET
CELINA TX 75009-6201

Quotation

Information

Quotation No. 20202477
Document Date 09/06/2023
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Dealership WITCH EQUIPMENT COMPANY, INC.
FORT WORTH
PO _____
Created by Todd Miller

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FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 2 of 2

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
	Hydraulic Oil Standard Color Standard Trailer Jack Manual			
1EA	301-5571 - REDUCED FHC BODY (64F-96F)			
1EA	HX30A-PREP - HX30A Vacuum Excavator Prep Ass embly			
1EA	025-1040 - VT12 500 GAL STANDARD TRAILER			
Corporate Account Price				71,117.17
Total Freight				853.00
Installation Charge				400.00
Total Amount				\$ 72,370.17

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF CELINA (TIPS #TX998775)

Prepared by: RICHARD HYDER

Contact: KEVIN HEISEL 972.382.4041

Phone: 409.300.1385

Email: KHELSEL@CELINA-TX.GOV

Email: RHYDER.COWBOYFLEET@GMAIL.COM

Product Description: FORD F350 CREW CAB CHASSIS

Date: September 28, 2023

A. Bid Item: 41 **A. Base Price:** \$ 47,962.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W3G	2024 FORD F350 DRW CHASSIS DRW 60"C	\$ 7,895.00	872	REAR VIEW CAMERA KIT	\$ 415.00
Z1	EXTERIOR WHITE	\$ -	18B	PLATFORM RUNNING BOARDS	\$ 445.00
AS	INTERIOR GRAY VINYL 40/20/40	\$ -			
99N	7.3L V8 GAS	\$ -			
	POWER EQUIPMENT GROUP	\$ -		NEW STREETS TRUCK	
76C	BACKUP ALARM	\$ 175.00			
	TRAILER BRAKE CONTROLLER	\$ -			
512	SPARE TIRE AND WHEEL	\$ 350.00			

Total of B. Published Options: \$ 9,280.00

Published Option Discount (5%): \$ (464.00)

C. Unpublished Options

Description	Bid Price	Options	Bid Price
AMBER/BUE LEDS GRILL MOUNT	\$ 250.00	TRUX 1899--9' BLACK STEEL FLATBED, HA RACK,	\$ 16,071.00
AMBER BLUE LEDS SURFACE MOUNT REAR	\$ 250.00	STAKE SIDES, CLASS V HITCH, 6 TIE DOWN ANCH	
FEDERAL ALLEGIANT BLUE/AMBER LIGHT BAR	\$ 1,520.00	2 UNDERMOUNT TOOLBOXES, 2 TOP MOUNTED	
WINDOW TINT	\$ 295.00	TOOLBOXES, GO POWER 3000 WATT INVERTER,	
INSTALLATION	\$ 860.00	WEATHERTECH FLOOR MATS, 5'F FIRE EXT,	
CELINA DECALS OSD	\$ 550.00	SAFETY TRIANGLE KIT, RELOCATE FACTORY CA	
		5 HOLE TOOL STORAGE RACK MTD HORIZONTAL	
		ON PASSENGER SIDE	

Total of C. Unpublished Options: \$ 19,796.00

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: \$ -

G. Additional Delivery Charge: 291 miles \$ 509.25

H. Subtotal: \$ 77,083.25

I. Quantity Ordered 1 **x H =** \$ 77,083.25

J. Trade in: \$ -

K. Total Purchase Price \$ 77,083.25



DATE: Sep 28, 2023
QUOTE #:326575-02

CITY OF CELINA
ANDREW FIGUEROA
142 N OHIO ST
CELINA, TEXAS 75009-6201

Pemberton, Brent
817.219.6187

One (1) New Caterpillar Inc Model: WORK TOOLS / HAMMERS

QUOTE THROUGH SOURCEWELL CONTRACT 032119 – Member 115658

MACHINE SPECIFICATIONS

DESCRIPTION	
BACKHOE LOADER WORK TOOLS	0P-0070
Please use this reference number when ordering.	
Skid Steer Hammer	\$8,762
532-9206 HAMMER, B6S .	
532-9250 BRACKET, SSL, MD-LG	
532-9264 LINES, B4-B6-B8 HAMMER, SSL .	
Backhoe Hammer	\$16,517
532-9209 HAMMER, B9S	
564-9842 BRACKET, BL, 45-50MM, XL	
532-9282 LINES, B9 HAMMER, BL	

532-9206 HAMMER, B6S

Silenced hydraulic hammer, flat top with drill pattern LG
BPM (blows/minute): 500-900 , Energy Class 681 Joule (502 ft-lb)
INCLUDES: Housing and power cell, 1 tool box, nitrogen charge &
2 tools (1x cone and 1x chisel cross cut)

532-9209 HAMMER, B9S

Silenced hydraulic hammer, flat top with drill pattern XL
BPM (blows/minute): 400-800 , Energy Class 1,300 Joule (959 ft-lb)
INCLUDES: Housing and power cell, 1 tool box, nitrogen charge &
2 tools (1x cone and 1x chisel cross cut)



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Kimberly Brawner, Assistant City Manager
CC: Karla Stovall, Interim City Manager
Date: October 10, 2023
Re: Wood Tract impact fee reimbursement and dedication of right-of-way

Action Requested:

Consider and act to authorize the Interim City Manager to execute an impact fee reimbursement and dedication of right-of-way agreement by and between the City of Celina and William K. Wood and Kathy D. Wood. (Brawner)

Background Information:

William K. and Kathy D. Wood recently dedicated 6.713 acres of land to the City as public right-of-way for the future Ownsby Parkway, County Road 83, and Coit Road. In exchange for the dedication of this tract, the City compensated the property owners with a portion of the value in cash, and the remainder of the appraised value of the property will be provided to the property owner as impact fee credits. This agreement stipulates the conditions of the reimbursement and outlines the allowable development within the adjacent tracts.

Legal Review:

The City's legal counsel has approved the agreement.

Supporting Documents:

1. Impact Fee Reimbursement FINAL

Financial Consideration:

Impact fee credits will be credited at the time of development.

Staff Recommendation:

Staff recommends approval.

AFTER RECORDING, PLEASE RETURN TO:

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

IMPACT FEE REIMBURSEMENT AND DEDICATION OF RIGHT-OF-WAY AGREEMENT

This Agreement (the “Agreement”) is made and entered by and between the City of Celina, a home-rule municipality (the “City”), and **William K. Wood and Kathy D. Wood** (“Owner”) (each, a “Party” and, collectively, the “Parties”) to be effective on the date of last signature of the Parties (“Effective Date”).

RECITALS

WHEREAS, Owner originally owned approximately 40.815 acres of land in the City of Celina, Collin County, Texas, generally located north of CR 84 between CR 83 and Coit Road/CR 86 as depicted and described by metes and bounds in Exhibit A, attached hereto and incorporated herein (the “Original Tract”); and

WHEREAS, Owner recently conveyed to the City a 6.713± acre parcel of land out of the Original Tract for public right-of-way, described by metes and bounds in Exhibit B, attached hereto and incorporated herein (the “ROW”); and

WHEREAS, after conveyance of the ROW, Owner now owns the remainder of the Original Tract, being approximately 34.102 acres of land in the City of Celina, Collin County, Texas (the “Subject Property”); and

WHEREAS, Owner dedicated the land for the ROW for the improvement and operation of Ownsby Parkway, County Road 83, and Coit Road; and

WHEREAS, it is in the best interests of the City and its citizens to encourage dedication of land by Owner for improvement of Ownsby Parkway, County Road 83, and Coit Road; and

WHEREAS, in accordance with Chapter 10 “Subdivision Regulation”, Article 10.02 “Impact Fees” of the City’s Code of Ordinances (the “Impact Fees Ordinance”), the Subject Property shall be assessed water, wastewater, and roadway impact fees (collectively, “Impact Fees”); and

WHEREAS, pursuant to Chapter 395, Texas Local Government Code (“Chapter 395”), the Parties now desire to enter into this Agreement to provide for the terms by which the Owner shall pay the Impact Fees and receive reductions in consideration of the ROW dedication.

NOW, THEREFORE, in consideration of the promises, covenants and agreements set forth in this Agreement, the receipt of which are hereby acknowledged, the City and Owner agree as follows:

1. Right-of-Way Reimbursement. Subject to fulfillment of all the obligations in this Agreement, in exchange for Owner having previously dedicated the ROW to the City, Owner shall receive reimbursements of fifty percent (50%) of the Impact Fees actually collected by the City from commercial development of the Subject Property up to the amount of \$546,244.00 (the "Impact Fee Reimbursement"); provided that in no event shall the Impact Fee Reimbursement exceed the appraised value of the land for the ROW at the time of dedication. The Impact Fee Reimbursement is not transferable to other property or for reimbursement for other impact fees due on the Subject Property pursuant to the Impact Fee Ordinance. The Impact Fees due on the Subject Property will be paid according to the Impact Fees Ordinance, as amended. The City will deliver to Owner or its assignees, if any, on a quarterly basis, an amount equal to all Impact Fees collected by the City for the Subject Property and an accounting thereof. Such payments shall be delivered in accordance with the notice provisions set out in Section 7.

2. Effect of Reverter of Ownership of ROW to Owner. Following conveyance of the ROW by Owner, should ownership of all or a portion of the ROW revert to the Owner or subsequent owner, whether under the deed, a reversionary agreement, or other instrument with any third party, regarding, in any way, the ROW, or a portion thereof, the Impact Fee Reimbursement provided pursuant to this Agreement shall, without notice and/or other action of the Parties, be immediately recalculated by removing the reverted-property to get the new total Impact Fee Reimbursement owed to Owner (the "Recalculated Impact Fee Reimbursement") (i.e., if a reversion of a portion of the ROW reduces the value of dedicated land to an amount below the Impact Fee Reimbursement, the Impact Fee Reimbursement shall be recalculated to the Recalculated Impact Fee Reimbursement amount, such that the City's reimbursements never exceed the value of dedicated land for the ROW). Should the Recalculated Impact Fee Reimbursement be less than the total Impact Fee Reimbursement paid by the City to Owner as of the date of the reverter, then Owner shall refund to City the difference between the Recalculated Impact Fee Reimbursement amount and the total Impact Fee Reimbursement payments made by City under this Agreement (the "Excess Reimbursement") within thirty (30) days of the effective date of the reverter.

3. Conveyance of City Property. As additional consideration for the ROW that was previously conveyed to the City, the City agrees to convey back to Owner an approximately 0.59 acre tract of land adjacent to the Subject Property (being all of the land north of future Ownsby Parkway, west of the northern parcel of the Subject Property, and south of the EST Tract defined below) as described and depicted in Exhibit C (attached hereto and incorporated herein for all purposes) (the "Returned Tract") and adjacent to the Subject Property, which was part of the 2.186 acre tract that was previously conveyed to the City for use by City for a water tower site. The portion of the 2.186 acre tract being retained by the City is known as the "EST Tract". The City no longer requires the Returned Tract. Once the exact boundaries of the Returned Tract have been confirmed by Owner and the City, the City shall prepare and deliver to Owner, within thirty (30) days thereafter, a boundary survey of the Returned Tract that includes a metes and bounds description of the Returned Tract.

4. Limitations of Agreement. City and the Owner acknowledge and agree this Agreement is limited to the obligations created by the Impact Fees Ordinance, as it may be amended. City ordinances covering impact fees for property taxes, park dedication and/or payment in lieu of dedication of land, utility rates and the like are not affected by this Agreement.

5. Default. In the event the Owner fails to timely pay any Excess Reimbursement to the City, the City may withhold building permits for the Subject Property, file a lien or encumbrance against the Subject Property for the amount due in the real property records of Collin County, Texas, and/or seek specific performance of this Agreement, as its sole and exclusive remedies for such failure. In the event City fails to comply with the terms and conditions of this Agreement, the Owner or any successor owner of the Subject Property may seek specific enforcement of this Agreement as its sole and exclusive remedy. For purposes of enforcing the sole remedy in this Agreement, City waives its immunity from suit.

6. Covenant Running with Land. This Agreement shall be a covenant running with the land and shall be recorded in the real property records of Collin County, Texas.

7. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

If to Owner: William Kenneth Wood and Kathy D. Wood
P.O. Box 1572
Celina, Texas 75009

With a copy to: Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Chris Zillmer and Brison Williams
1700 N. Redbud Blvd., Ste. 300
McKinney, Texas 75069

If to City: City of Celina
142 N. Ohio St.
Celina, TX 75009
Attn: City Manager

With a copy to: Attn: Julie Fort
Messer & Fort, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034

The Parties may change the information set forth below by sending notice of such changes to the other Party as provided in this Section 7.

8. THE 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 EXPRESSLY SET FORTH IN THIS AGREEMENT.

(a) THE OWNER ACKNOWLEDGES AND AGREES THAT:

(I) THE ROW EXPRESSLY SET FORTH IN THIS AGREEMENT AS HAVING BEEN PREVIOUSLY DEDICATED TO THE CITY, 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) THE OWNER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY AS ROW IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE OWNER FOR SUCH LAND, THE IMPACT FEES REFUNDED, AND THE RETURNED TRACT CONVEYED TO OWNER AND THE OWNER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE. THE OWNER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS RELATED TO THE ROW; 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 8 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. Miscellaneous.

(a) Except as expressly provided for in this Agreement or in other agreements entered into by Owner and the City, Owner shall be subject to all City ordinances and regulations, including, without limitation, City ordinances covering impact fees, property taxes, park dedication and/or payment in lieu of dedication of land, building codes, and utility rates, provided however, Owner does not waive any rights under Chapters 43, 245 or 395 by execution of this Agreement.

(b) This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the Parties.

(c) This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in state district court in Collin County, Texas.

(d) This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(e) The City represents and warrants that this Agreement has been approved and duly adopted by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), that the individual executing this Agreement on behalf of the City has been duly authorized to do so, and that this Agreement is binding upon, and enforceable against, the City and all future City officials, officers, employees, representatives and agents in accordance with its terms and conditions. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, that the individual executing this Agreement on behalf of Owner has been duly authorized to do so, and that this Agreement is binding upon, and enforceable against, Owner and Assignees and all officers, employees, representatives, and agents in accordance with its terms and conditions.

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

(g) This Agreement, and any right, title, or interest of Owner under this Agreement, including without limitation the right to receive the Impact Fee Reimbursement is assignable, in whole or in part, and any assignee (each, an “Assignee”) becomes the Owner under this Agreement for all purposes to the extent of such assignment, upon satisfaction of the following conditions:

(i) The assignment of the Agreement, in whole or in part, shall be evidenced by a written assignment filed by Owner in the Collin County property records;

(ii) The assignment shall state that the Assignee will be bound by this Agreement and that the assignor will be released as to the right, title or interest assigned; and

(iii) Owner shall provide the City with a copy of the recorded assignment, the name, address, phone number, fax number and the name of a contact person for the Assignee, and a description of the portion of the Subject Property for which the right to receive the Impact Fee Reimbursement has been assigned, if applicable.

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

(i) Each signatory represents that this Agreement has been read by the Party by whom this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

(j) This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this Agreement.

(k) This Agreement shall terminate on the fiftieth (50th) anniversary of the Effective Date.

(l) Neither Party shall be in default under this Agreement until written notice of such Party's alleged failure to perform has been given to such Party (including a description of the alleged failure) and until such Party has had a reasonable opportunity to cure the alleged failure (taking into consideration the nature and extent of the alleged failure, but in no event less than 30 days after the notice is given). If either Party is in default under this Agreement, the other Party has the right to enforce the terms of this Agreement by specific performance or by other remedies available to the other Party. The prevailing Party to any dispute arising out of the enforcement of this Agreement shall be entitled to recover from the losing Party reasonable attorney's fees, expenses, and costs.

(m) The following exhibits attached to this Agreement are incorporated as part of this Agreement for all purposes:

Exhibit A	Subject Property
Exhibit B	ROW
Exhibit C	Property to be Conveyed by City to Owner (the Returned Tract)

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective on the Effective Date.

SIGNATURES APPEAR ON NEXT PAGE

CITY OF CELINA

BY: _____
Karla Stovall
Interim City Manager

Date: _____

ATTEST:

Lauren Vaughns, TRMC
City Secretary

STATE OF TEXAS

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Karla Stovall, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of October, 2023.

Notary Public

Printed Name: _____

My Commission Expires: _____

William K. Wood

By: *William K. Wood*

Name: William K. Wood

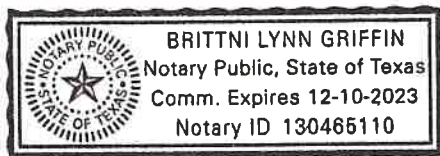
Title: Owner

Date: 9/29/2023

STATE OF TEXAS §

COUNTY OF collin §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on September 29, 2023, personally appeared William K. Wood, Owner of the Property, and acknowledged that he executed the foregoing document.



Brittini Griffin
Notary Public in and for the State of Texas

Kathy D. Wood

By: *Kathy D. Wood*

Name: Kathy D. Wood

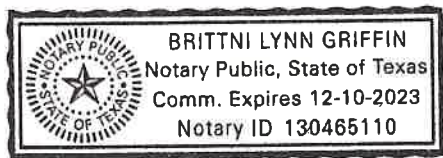
Title: Owner

Date: 9/29/2023

STATE OF TEXAS §

COUNTY OF collin §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on September 29, 2023, personally appeared Kathy D. Wood, Owner of the Property, and acknowledged that she executed the foregoing document.



Brittini Griffin
Notary Public in and for the State of Texas

Exhibit A
Subject Property

PROPERTY DESCRIPTION:

Being a 41.70 acre tract of land out of the McKinzie Wilhite Survey, Abstract No. 1008, situated in the City of Celina, Collin County, Texas, being all of that certain called 38.000 acre tract of land described to William K. Wood and Kathy D. Wood by deed of record in Instrument Number 20071029001470070 of the Official Public Records of Collin County, Texas, a portion of which was conveyed as that certain called 2.186 acre tract of land described to City of Celina, Texas by deed of record in Instrument Number 20170710000893950 of said Official Public Records and a portion of which was conveyed as that certain called 6.713 acre tract to City of Celina by deed of record in Instrument Number 2023000072555 of said Official Public Records, also being a portion of that certain called 5.00 acre tract of land conveyed to William K. Wood and Kathy D. Wood by deed of record in Instrument Number 20080310000279150 of said Official Public Records, and being a portion of that certain called 30-foot right-of-way dedication of record in Cabinet J, Page 942 of the Plat Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a PK nail found at the intersection of County Road 83 and County Road 84 (Vest Lane) in the East line of said 30-foot right-of-way dedication, being the Southwest corner of said 38.000 acre tract;

THENCE, S89°09'02"W, over and across said 30-foot right-of-way dedication, a distance of 15.00 feet to a point;

THENCE, N00°55'46"W, along the apparent center of County Road 83, 15.00 feet from and parallel to the West line of said 38.000 acre tract and common East line of said 30-foot right-of-way dedication, a distance of 650.03 feet to a point in the North line of said 30-foot right-of-way dedication;

THENCE, N89°04'14"E, with the North line of said 30-foot right-of-way dedication, a distance of 15.00 feet to the Northeast corner of said 30-foot right-of-way dedication in the West line of said 38.000 acre tract;

THENCE, N00°55'46"W, in part with the West line of said 38.000 acre tract, and in part with the West line of said 2.186 acre tract, a distance of 773.49 feet to a point from which a 1/2 inch iron rod with cap stamped "METROPLEX 1849" found at the Northwest corner of said 2.186 acre tract bears N00°55'46"W, a distance of 243.46 feet;

THENCE, N89°04'14"E, over and across said 2.186 acre tract, passing at 40.00 feet a 1/2 inch iron rod with cap stamped "BRITTAIN & CRAWFORD" found at an interior ell corner of said 2.186 acre tract, and continuing with the South line of said 2.186 acre tract a total distance of 411.23 feet to a 1/2 inch iron rod with cap stamped "BRITTAIN & CRAWFORD" found at the easternmost Southeast corner of said 2.186 acre tract;

THENCE, N00°55'46"W, with the East line of said 2.186 acre tract, a distance of 44.95 feet to a 1/2 inch iron rod with cap stamped "BRITTAIN & CRAWFORD" found at the easternmost Northeast corner of said 2.186 acre tract;

THENCE, S60°43'50"E, with the Northeast line of said 5.00 acre tract, a distance of 529.73 feet to a 1/2 inch iron rod with cap stamped "METROPLEX 1849" found at the Southeast corner of said 5.00 acre tract in the North line of said 38.000 acre tract;

Exhibit A
Subject Property

THENCE, N89°09'02"E, with the North line of said 38.000 acre tract, a distance of 508.62 feet to a PK nail found in County Road 86, being the Northeast corner of said 38.000 acre tract;

THENCE, S00°44'16"E, with the East line of said 38.000 acre tract, along County Road 86, a distance of 1,203.24 feet to a PK nail found at the intersection of County Road 86 and County Road 84, being the Southeast corner of said 38.000 acre tract;

THENCE, S89°09'02"W, with the South line of said 38.000 acre tract, along County Road 84, a distance of 1,373.66 feet to the **POINT OF BEGINNING**, and containing an area of 41.70 acres (1,816,578 square feet) of land, more or less.

Bearings are based on that certain tract of land described in Instrument Number 20071029001470070 of the Official Public Records of Collin County, Texas.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

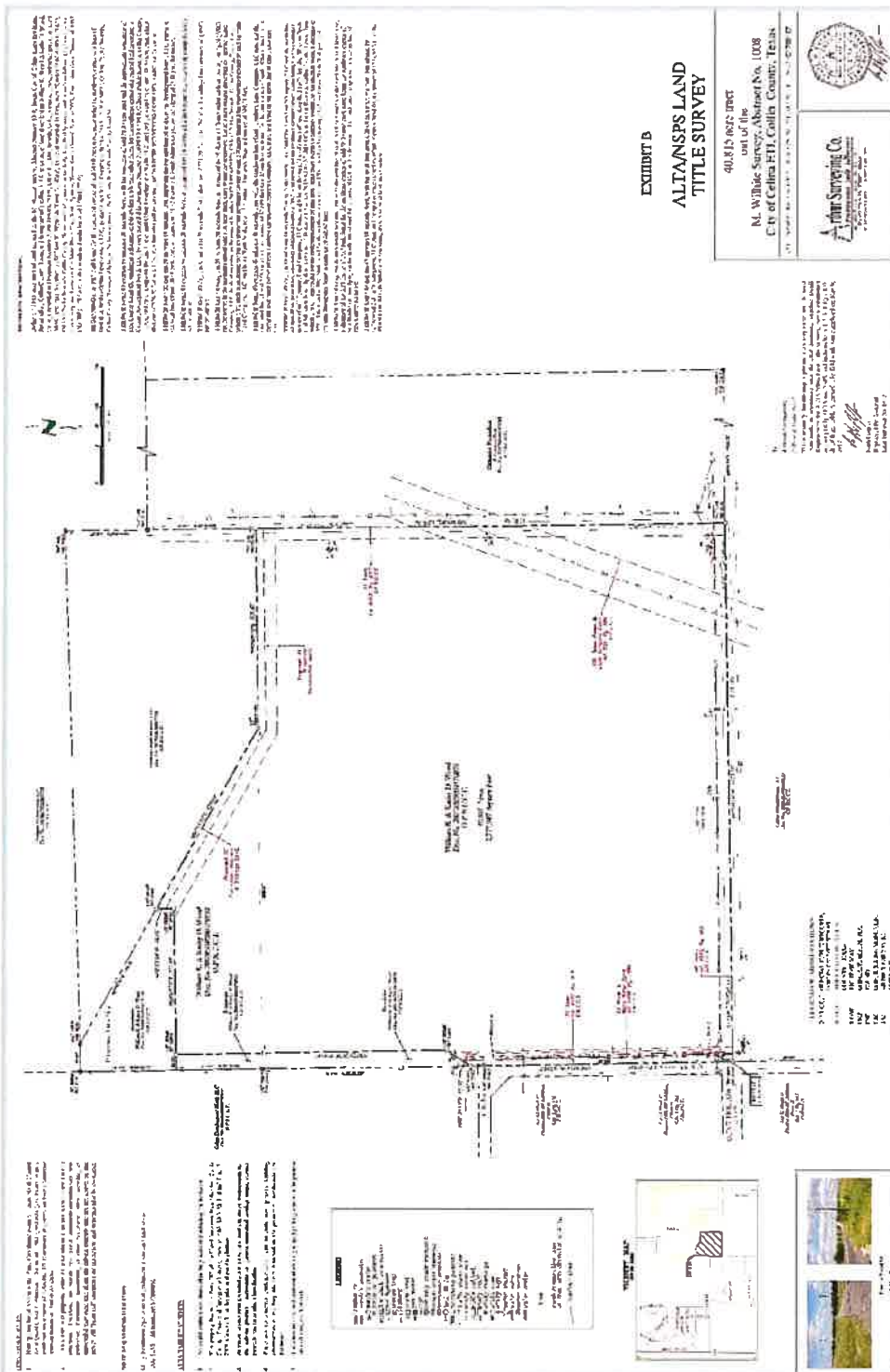


EXHIBIT B
ROW

STATE OF TEXAS §
COUNTY OF COLLIN §

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE M. WILHITE SURVEY, ABSTRACT NUMBER 1008, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF THOSE TRACTS OF LAND DESCRIBED IN DEED TO WILLIAM K. WOOD AND KATHY D. WOOD RECORDED IN INSTRUMENT NUMBER 20071029001470070 AND IN DEED TO THE CITY OF CELINA, TEXAS RECORDED IN INSTRUMENT NUMBER 20170710000893950 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A PK NAIL FOUND FOR THE SOUTHWEST CORNER OF SAID WOOD TRACT, SAME BEING THE NORTHWEST CORNER OF A TRACT OF LAND TO M/I HOMES OF DFW RECORDED IN INSTRUMENT NUMBER 20210902001788700, AND BEING THE EAST LINE OF PRESTON HILLS III ADDITION PHASE II RECORDED IN VOLUME J, PAGE 942 OF SAID COUNTY RECORDS:

THENCE N 00° 55' 30" W, 729.99 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET IN THE WEST LINE OF SAID WOOD TRACT;

THENCE DEPARTING THE WEST LINE OVER AND ACROSS SAID WOOD TRACT AND SAID CITY OF CELINA TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 89° 29' 33" E, 46.35 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET AND THE BEGINNING OF A CURVE TO THE LEFT:

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 370.60 FEET, THROUGH A CENTRAL ANGLE OF 20° 25' 02", HAVING A RADIUS OF 1040.00 FEET, AND A LONG CHORD WHICH BEARS N 79° 17' 02" E, 368.64 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

N 69° 04' 32" E, 479.13 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT:

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 71.42 FEET, THROUGH A CENTRAL ANGLE OF 03° 31' 40", HAVING A RADIUS OF 1160.00 FEET, AND A LONG CHORD WHICH BEARS N 70° 50' 21" E, 71.41 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

N 72° 54' 48" E, 159.05 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT:

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 127.64 FEET, THROUGH A CENTRAL ANGLE OF 06° 15' 02", HAVING A RADIUS OF 1170.00 FEET, AND A LONG CHORD WHICH BEARS N 83° 32' 29" E, 127.57 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

N 86° 40' 00" E, 44.20 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

N 44° 10' 00" E, 58.98 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

N 01° 40' 00" E, 122.93 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET IN THE NORTH LINE OF SAID WOOD TRACT AND BEING THE SOUTH LINE OF A TRACT OF LAND TO CROSSMAR TEXAS INVESTMENTS, LLC RECORDED IN INSTRUMENT NUMBER 20190805010003360 OF SAID COUNTY RECORDS:

THENCE N 89° 09' 18" E, 78.77 FEET TO A PK NAIL FOUND IN THE CENTERLINE OF COUNTY ROAD 86 AND BEING THE NORTHEAST CORNER OF SAID WOOD TRACT;

THENCE S 00° 44' 00" E, 1203.24 FEET TO A PK NAIL FOUND ALONG THE CENTERLINE OF SAID C.R. 86 TO THE INTERSECTION OF THE CENTERLINE OF C.R. 86 AND COUNTY ROAD 84;

THENCE S 89° 09' 18" W, 188.07 FEET ALONG THE CENTERLINE OF SAID C.R. 84;

THENCE DEPARTING THE CENTERLINE OF SAID C.R. 84 OVER AND ACROSS SAID WOODS TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 19° 31' 46" E, 156.58 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 412.35 FEET, THROUGH A CENTRAL ANGLE OF 22° 43' 02", HAVING A RADIUS OF 1040.00 FEET, AND A LONG CHORD WHICH BEARS N 08° 10' 14" E, 409.66 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

N 08° 56' 34" W, 150.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 136.39 FEET, THROUGH A CENTRAL ANGLE OF 06° 40' 45", HAVING A RADIUS OF 1170.00 FEET, AND A LONG CHORD WHICH BEARS N 01° 40' 23" W, 136.31 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

N 01° 40' 00" E, 23.61 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

N 45° 50' 00" W, 54.05 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

S 86° 40' 00" W, 31.95 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 112.36 FEET, THROUGH A CENTRAL ANGLE OF 06° 15' 02", HAVING A RADIUS OF 1030.00 FEET, AND A LONG CHORD WHICH BEARS S 83° 32' 29" W, 112.31 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

S 80° 33' 23" W, 141.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

WITH SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 64.03 FEET, THROUGH A CENTRAL ANGLE OF 03° 31' 40", HAVING A RADIUS OF 1040.00 FEET, AND A LONG CHORD WHICH BEARS S 70° 50' 21" W, 64.02 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

S 69° 04' 32" W, 479.13 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 420.18 FEET, THROUGH A CENTRAL ANGLE OF 20° 45' 14", HAVING A RADIUS OF 1160.00 FEET, AND A LONG CHORD WHICH BEARS S 79° 27' 09" W, 417.89 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

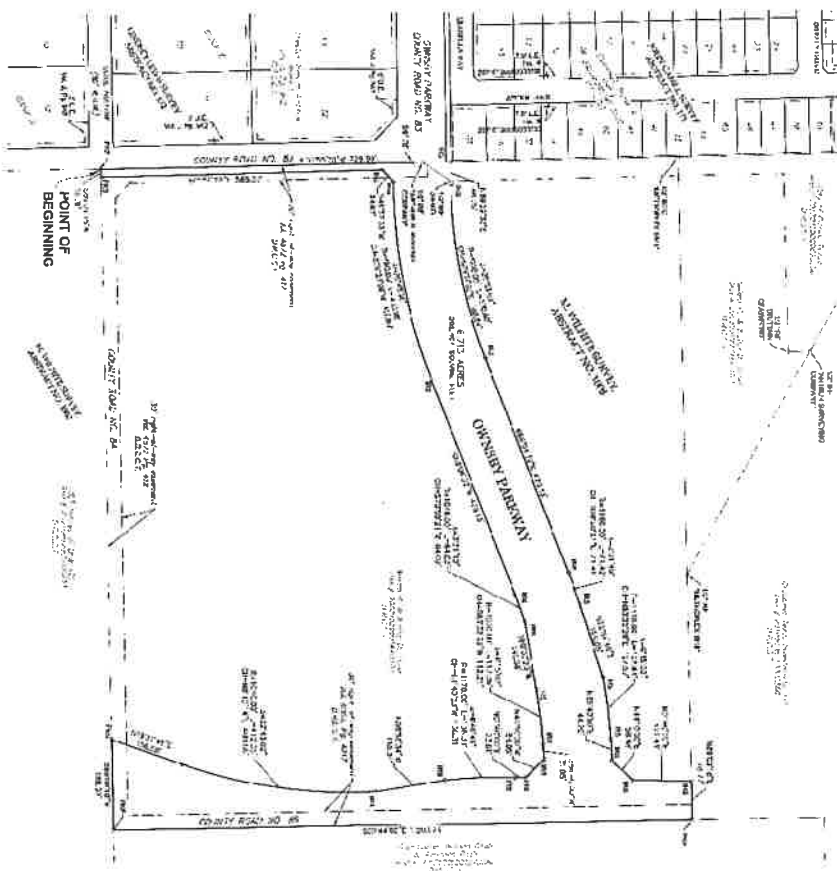
S 44° 37' 33" W, 34.87 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

S 01° 10' 29" E, 585.33 FEET TO PK NAIL WITH SHINER STAMPED "PELTON" SET IN THE CENTERLINE OF SAID C.R. 84;

THENCE S 89° 09' 18" W, 16.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 292.404 SQUARE FEET OR 6.713 ACRES MORE OR LESS.



INCIDENT

[illegible][illegible][illegible]

**A RIGHT-OF-WAY
DEDICATION OF
6.713 Acres**

**A RIGHT-OF-WAY
DEDICATION OF
6.713 Acres**

SITUATED IN THE

M. WILLIAMS RUMLEY, DISTRICT CLERK FROM 1898
CITY OF CH. NA. (HALL) COUNTY, TEXAS

1. CASES OF SCALING: 3 T-F 645
OCCURRING SINCE 1973. TREC
ARCT.



Job#:	SEL0003	Revisions:
Drawn By:	WFF	
Checked By:	CSR	
Date:	12/2/2012	

PELTON
LAND SOLUTIONS
1800-7-46-2261 • 407 LC PARKWAY
SUITE 200 • P.O. BOX 291 • SIO

Exhibit C
Property to be Conveyed by City to Owner (the Returned Tract)

Being part of the ABS A1008 MCKINZIE WILHITE SURVEY, TRACT 7, 2.186 ACRES, a portion of this tract is to be dedicated to the Wood family, metes and bounds as follows:

BEGINNING at the most northwestern point of Wood William K & Kathy D Tract (PROP ID: 2643838):

THENCE S 0-33-16 E, 211.477 feet along the West boundary of Wood William K & Kathy D Tract (PROP ID: 2643838)

THENCE S 0-33-17 E, 482.523 feet along the West boundary of Wood William K & Kathy D Tract (PROP ID: 2635660)

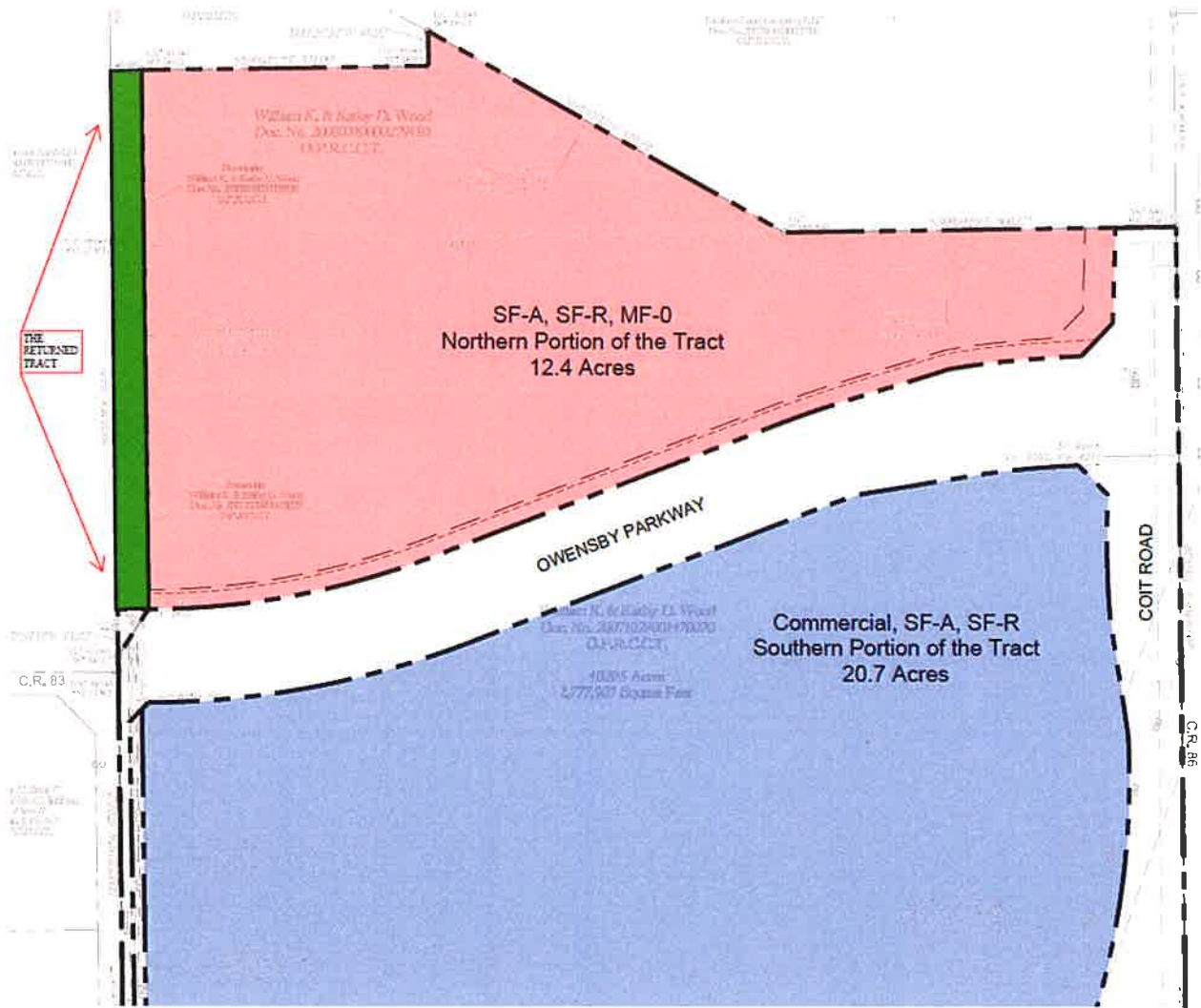
THENCE S 32-34-52 W, 67.995 feet

THENCE N 0-44-3 W, 39.174 feet

THENCE N 89-30-9 E, 3.817 feet

THENCE N 0-55-51 W, 711.575 feet

THENCE N 89-7-59 E, 38.146 feet to the point of beginning and total of 0.59 Acres.





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: Karla Stovall, Interim City Manager
Date: October 10, 2023
Re: Morgan Lakes Estates Partial Termination of Facilities Agreement

Action Requested:

Consider and act on partial release of Morgan Lakes Development Agreement to remove land subject to the Eland Ranch Development Agreement. (McAfee)

Background Information:

The request is to record the partial termination of a Facilities Agreement. Please see the attached document for further information.

Legal Review:

N/A

Supporting Documents:

1. Draft Agreement

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS’ LICENSE NUMBER.”

**CANCELLATION AND TERMINATION OF FACILITIES AGREEMENT FOR
MORGAN LAKE ESTATES**

STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS**
COUNTY OF COLLIN §

This Cancellation and Termination of a Facilities Agreement is made and entered into on _____, 2023, by and between the **CITY OF CELINA, TEXAS**, a Texas home rule municipality (the “City”), and **CENTRAL FRISCO, LTD., a Texas limited partnership** (the “Owner”).

WITNESSETH:

WHEREAS, the City and Avex Properties executed a Facilities Agreement for Morgan Lake Estates dated May 12, 1995, and recorded July 21, 1995, recorded in cc# 95-0051182, Real Property Records, Collin County, Texas (the “Facilities Agreement”), which affected approximately 360.256 acres, more or less (the “Property”), more fully described in the Facilities Agreement;

WHEREAS, the Owner subsequently acquired the Property, along with some additional adjacent property, by deeds dated February 20, 2008, recorded in cc# 20080306000268700 and cc# 20080306000268710, Real Property Records, Collin County, Texas;

WHEREAS, the Property along with the other adjacent property owned by the Owner is zoned pursuant to Ordinance 2008-42 and Ordinance 2008-43 created planned development districts (the “Zoning Ordinance”);

WHEREAS, the Owner, along with Eland Energy, Inc. entered into a Development Agreement with the City for a 1,397 acre parcel of land that includes the Property, dated May 9, 2017, recorded in cc# 20170523000658090, Real Property Records, Collin County, Texas (the “Development Agreement”);

WHEREAS, the Development Agreement and the Zoning Ordinance replace the requirements set forth in the Facilities Agreement thereby making the Facilities Agreement moot and no longer necessary.

NOW, THEREFOR, that for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree that the Facilities Agreement is hereby

cancelled and terminated for all purposes. The parties and assignees are released from the obligations stated therein, and the Facilities Agreement is held for naught.

WITNESS OUR HANDS THIS _____ day of _____, 2023.

CITY OF CELINA, TEXAS, a Texas home rule municipality

By: _____
Name: _____
Title: _____

CENTRAL FRISCO, LTD., a Texas limited partnership

By: ALR General LC, a Texas limited liability company, General Partner
By: Eland Energy, Inc., Manager

By: _____
Gregg Allen, President

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

 This instrument was acknowledged before me on _____, 2023, by
_____, _____ of the City of Celina, a Texas home rule
municipality, on its behalf.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

 This instrument was acknowledged before me on _____, 2023, by
Gregg Allen, President of Eland Energy, Inc., a Texas corporation, the Manager of ALR General
LC, a Texas limited liability company, the General Partner of Central Frisco, Ltd., a Texas
limited partnership, on its behalf.

Notary Public, State of 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: October 10, 2023
Re: CR 53 and Old Log Trail Right of Way Eminent Domain Resolution

Action Requested:

Consider and act upon a Resolution of the City Council of the City of Celina, Texas, finding a public necessity exists to acquire real property interests for right-of-way (ROW) and authorizing the use of eminent domain to condemn real properties described as being located in the Collin County School Land Abstract A0167, such properties are generally located on the south and east sides of County Road 53 and the east side of Old Log Trail; providing for authorization for acquisition of property rights and hiring of legal to implement and finalize such acquisition; providing for the authorization of eminent domain proceedings; and providing an effective date. (Glasgow)

Background Information:

The City of Celina is proposing to construct CR 53 as a thirty feet (30') concrete roadway and Old Log Trail as a twenty-four feet (24') concrete roadway. The project includes drainage improvements to the existing road condition. The proposed roadway will require sixty feet (60') of right-of-way (ROW).

Staff is working on the acquisition of the ROW for the above referenced project and intends to utilize the City's power of condemnation as a final resort; however, this roadway is a critical infrastructure and is necessary for transporting people and goods within the city and its environs. Upon approval of this Resolution, final offer letters will be sent to each property owner at the stated appraised value with a copy of the approved Resolution and appraisal.

Legal Review:

The City Attorney has reviewed the proposed Resolution for compliance to state law.

Supporting Documents:

1. Condemnation Resolution-CR 53 and Old Log Trail 10102023 FINAL

Financial Consideration:

Funding for the acquisition of the right of way will be paid from 2023 bonds.

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS FINDING THAT A PUBLIC NECESSITY EXISTS AND AUTHORIZING CONDEMNATION TO ACQUIRE RIGHTS OF WAY FOR MUNICIPAL PURPOSES TO INSTALL A PUBLIC ROADWAY PROJECT, INCLUDING BUT NOT LIMITED TO, PUBLIC ROADWAYS, GRADING, SUCH APPURTENANT FACILITIES AS MAY BE NECESSARY, AND OTHER PUBLIC USES, ON REAL PROPERTIES AS PORTIONS OF TRACTS OF LAND GENERALLY DESCRIBED AS BEING LOCATED IN THE COLLIN COUNTY SCHOOL LAND #14 SURVEY, ABSTRACT A0167; PROPERTY ID'S #2862952, #2071428, #963096, AND #2719498, COLLIN COUNTY, TEXAS, SUCH PROPERTIES ARE GENERALLY LOCATED ON THE SOUTH AND EAST SIDES OF COUNTY ROAD 53 AND THE EAST SIDE OF OLD LOG TRAIL, AND BEING MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTIES FOR RIGHTS OF WAY, SUCH APPURTENANT FACILITIES AS MAY BE NECESSARY, AND OTHER PUBLIC USES; AUTHORIZING THE CITY MANAGER TO OBTAIN THE NECESSARY APPRAISAL REPORTS AND MAKE BONA FIDE OFFERS OF JUST COMPENSATION FOR THE RIGHTS OF WAY; RATIFYING PRIOR DOCUMENTS MADE FOR ACQUISITION OF THE RIGHTS OF WAY; AUTHORIZING LEGAL COUNSEL TO INSTITUTE EMINENT DOMAIN PROCEEDINGS ON BEHALF OF THE CITY FOR THE ACQUISITION OF THE RIGHTS OF WAY ON SAID TRACTS IF NEGOTIATIONS ARE UNSUCCESSFUL; APPROPRIATING FUNDS FROM A LAWFUL SOURCE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Celina, Texas ("City"), by authority of Chapter 251 of the Texas Local Government Code, Chapter 21 of the Texas Property Code and by virtue of Section 2.02 of the City Charter as a home-rule municipality, is authorized to initiate eminent domain proceedings to acquire real properties for a public purpose in order to install public utilities, including but not limited to roadways and drainage; and

WHEREAS, the City Council of the City of Celina ("City Council") has investigated and determined that, there is a public necessity for the acquisition, by eminent domain, of public rights of way ("ROW") on tracts of land identified as Property ID's #2862952, #2071428, #963096, and #2719498, located in the following survey:

- **Collin County School Land Survey Abstract A0167**

as recorded in the Real Property records of Collin County, generally located in the following locations:

- the south and east sides of County Road 53,
- the east side of Old Log Trail

more specifically identified in Exhibits “A”, and “B”, attached hereto and incorporated herein for all purposes (“Properties”), and it is the City’s intent to acquire the necessary public rights of way on the Properties for the purpose of, among other municipal purposes, including but not limited to the installation of a future public roadway, drainage and other public uses; and

WHEREAS, the City Council has investigated and determined that the taking of said real property is necessary for public use; and

WHEREAS, it is necessary to establish procedures for determining the establishment and approval of just compensation for the ROW to be acquired by eminent domain as required by law; and

WHEREAS, the City Manager, or his designee, is required to make a bona fide offer, as defined by and in compliance with Chapter 21 of Texas Property Code, to acquire public rights of way on the Properties for public use voluntarily from the owners prior to moving forward with acquisition by eminent domain; and

WHEREAS, the City Manager, or his designee, will seek a third-party appraisal and will make bona fide offers based on the appraisals to the owner(s) of the Properties, which may or may not be accepted by the Property’s owner(s); and

WHEREAS, the City, through its authorized representatives, will make final offers based on the appraisals to the owner(s) of the Properties and may not agree upon the just compensation to be paid with the Property’s owner(s), and hereby authorizes and directs the law firm of Messer and Fort (“Legal Counsel”) to institute proceedings in eminent domain to acquire public rights of way on the Properties.

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

SECTION 1: The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: The City Council hereby officially determines that there is a public use and necessity for and the public welfare and convenience will be served by, the acquisition, by eminent

domain, of public rights of way on the Properties, and it is the City's intent to acquire the public rights of way for public use on the Properties as more specifically described in and depicted on Exhibits "A" and "B", attached hereto, specifically for the municipal purpose of a future roadway, drainage and other public uses, which includes but not limited to the following municipal functions: installing paving and drainage, with such appurtenant facilities as may be necessary within the future rights of way.

SECTION 3: The City Council hereby authorizes the City Manager or his designee to obtain, review and accept a third party's appraisal report. In the event of failed attempts to negotiate with any owner(s) of a portion of the Properties after making a bona fide initial offer following receipt of the third party's appraisal and making a bona fide final offer, the City Council hereby authorizes the City Manager or designee to authorize and direct, on behalf of the City, Legal Counsel to commence and conduct all parts of the condemnation proceedings under the Texas Property Code, and other applicable law, for the acquisition of the public rights of way on the Properties by eminent domain.

SECTION 4: The City Manager, or his designee, is hereby authorized to execute all documents necessary to acquire the public rights of way on the Properties, on behalf of the City, whether by purchase or eminent domain. The City Council hereby ratifies any documents executed, prior to the effective date of this Resolution, by the City Manager which were necessary for the acquisition of the public rights of way on the Properties.

SECTION 5: It is the intent of the City Council that this Resolution authorizes the condemnation of all Properties required for this project, more specifically described in, and depicted on Exhibits "A" and "B". If it is determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the Legal Counsel or her designee is authorized to have such errors corrected or revisions made without the necessity of obtaining new City Council resolution authorizing condemnation of the corrected or revised property.

SECTION 6: The amount to be paid, if any, for acquiring the Rights of way on the Properties will be appropriated from any lawful source.

SECTION 7. In the event that Special Commissioners appointed by the Court during condemnation proceedings return an award for just compensation to be paid by the City, Legal Counsel is hereby authorized to settle the lawsuit for that amount and the City's Finance Director is hereby authorized to issue a check from the appropriate fund in the amount of the Special Commissioners' award made payable to the owner(s) or to the County Clerk of Collin County, to be deposited into the registry of the Court, to enable the City to take possession of the ROW without further action of the City Council. If the City Manager believes such award should be

appealed, the award may still be paid to take possession, but the City Manager shall put the question of whether to appeal on the next available city council agenda for consideration. If there is no such city council meeting before the deadline to appeal, the City Manager may direct Legal Counsel to file the appeal and then place on the next available city council agenda to either pursue or withdraw the appeal.

SECTION 8: Should any section, subsection, sentence, clause, or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 9: This Resolution shall take effect immediately upon its passage and execution in accordance with the provisions of the Charter of the City of Celina.

PASSED AND APPROVED by a roll call vote in accordance with state law on this the 10th day of October 2023 at a regular meeting of the City Council of the City of Celina in which a quorum was present.

CITY OF CELINA

BY: _____
Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

EXHIBIT A

<u>Property ID</u>	<u>Owner</u>	<u>Legal Description</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Type of take</u>	<u>Take (acre)</u>
2862952	HASLET ALLIANCE PARTNERS LP	COLLIN COUNTY SCHOOL LAND SURVEY, A-167 ACRES 53.229	Celina	TX	75009	ROW	0.051
2071428	BUDDEN INVESTMENTS LLC	COLLIN COUNTY SCHOOL LAND SURVEY, A-167 ACRES 5.0230	Celina	TX	75009	ROW	0.665
963096	5 GUYS LAND HOLDING COMPANY LLC	COLLIN COUNTY SCHOOL LAND SURVEY, A-167 ACRES 1.9900	Celina	TX	75009	ROW	0.248
2719498	DREWRY INVESTMENTS LLC	COLLIN COUNTY SCHOOL LAND SURVEY, A-167 ACRES 49.616	Celina	TX	75009	ROW	0.115

EXHIBIT B

Legal Description of Properties for Right of way Areas

TBPELS FIRM REG. NO. 1011500

**CITY OF CELINA
0.051 ACRE (2211 SQUARE FEET) ROW DEDICATION
COLLIN COUNTY SCHOOL LAND SURVEY, A-167
COLLIN COUNTY, TEXAS**

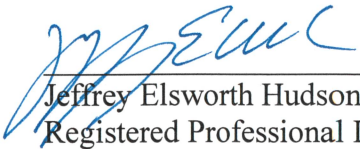
Being 0.051 acres (2211 square feet) of land, situated in the Collin County School Land Survey, A-167, Collin County, Texas, and being a portion of an 53.229 acre tract which was conveyed to Haslet Alliance Partners, LP., by an instrument recorded under instrument number 20220001060807, Collin County Deed Records, (CCDR), said 0.051 acres (2211 square feet) of land being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2" iron rod with a plastic cap stamped "KSA ENG" set for corner, the same having Texas State Plane Coordinate System (NAD83) North Central Zone values of N = 7156469.42, and E = 2488942.45, a 1/2" iron rod found at the northeast corner of said 53.229 acre tract bears N 87° 50' 09" E, 993.98 feet;

THENCE with a curve to the right having a delta angle of 120°00'00", a radius of 60.00 feet, and an arc length of 125.66 feet, (chord = S 89°33'55"W, 103.92 feet to a 1/2" iron rod with a plastic cap stamped "KSA ENG" set for corner, a 1/2" iron rod found at the northwest corner of an 85.239 acre tract which was conveyed to Bhagmati Holdings LLC., by an instrument recorded under instrument number 2022000106055 bears, N 89°12'28" W, 1401.05 feet;

THENCE N 89°33'55"E, along a line which is 30.00 feet perpendicularly distant from and parallel with the north boundary line of said 53.229 acre tract, the same being the south boundary line of a 9.54 acre tract which was conveyed to Lhoist North America of Texas LLC., by an instrument recorded under instrument number 20210427000847030 CCDR, the same also being the centerline of County Road No. 53, a distance of 103.92 feet to the **PLACE OF BEGINNING** and containing 0.051 acres (2211 square feet) of land, more or less.

The bearings and coordinates recited herein are based on the Texas State Plane Coordinate System, (NAD83) North Central Zone. This description and corresponding plat were prepared from a survey made on the ground under my supervision.


Jeffrey Elsworth Hudson
Registered Professional Land Surveyor
Texas Registration No. 4850

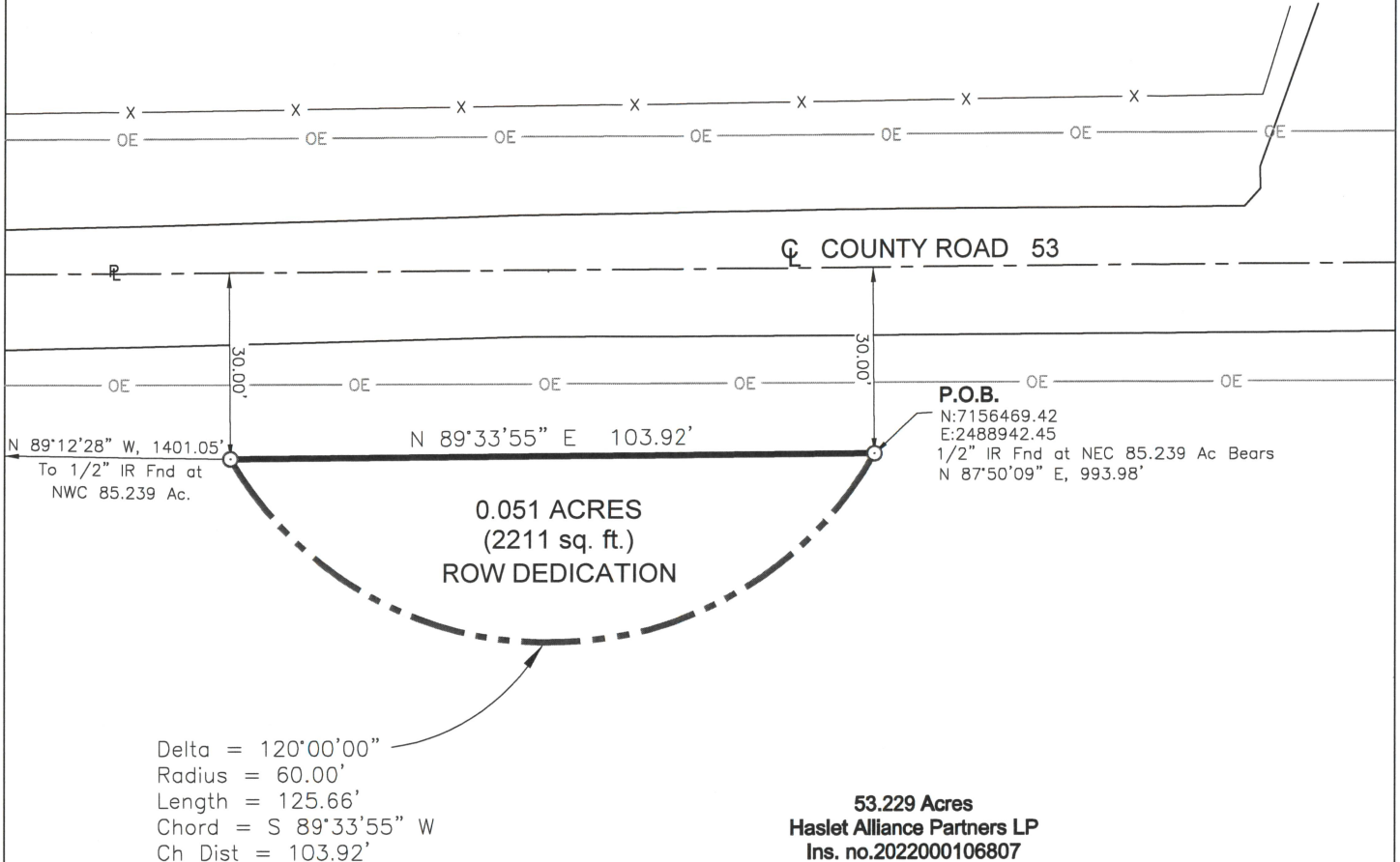
Date

15 Nov 2022



COLLIN COUNTY SCHOOL LAND SURVEY
A-167

9.54 Ac
Lholst North America of Texas LLC
Ins. No. 20210427000847030



○ Indicates 1/2" IR with plastic cap stamped "KSA ENG"
Set unless otherwise noted.

Bearings and coordinates based on the Texas State Plane
Coordinate System (NAD 83), North Central Zone.

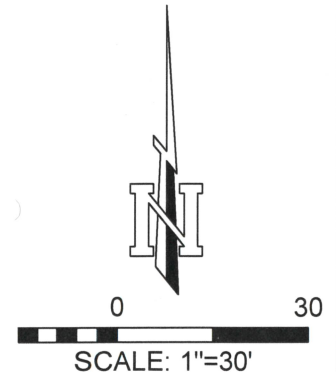
This plat was prepared from a survey made on the
ground under my supervision.



Jeffrey Elsworth Hudson
Registered Professional Land Surveyor
Texas Registration No. 4850

Date

15 Nov 2022



KSA

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www.ksaeng.com
TBLPS FIRM REG. NO. 1011500

CITY OF CELINA
COLLIN COUNTY SCHOOL LAND
SURVEY, A-167
COLLIN COUNTY, TEXAS

EXHIBIT A
0.051 ACRE (2211 SQ. FT.) ROW DEDICATION
OUT OF THE PROPERTY OF
HASLET ALLIANCE PARTNERS, LP

TBPELS FIRM REG. NO. 1011500

**CITY OF CELINA
0.665 ACRE (28967 SQUARE FEET) ROW DEDICATION
COLLIN COUNTY SCHOOL LAND SURVEY, A-167
COLLIN COUNTY, TEXAS**

Being 0.665 acres (28967 square feet) of land, situated in the Collin County School Land Survey, a-167, Collin County, Texas, and being a portion of a called 9.993 acre tract which was conveyed to Budden Investments LLC., by an instrument recorded under instrument number 201801022001315800 Collin County Deed Records (CCDR), and being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2" iron rod with a plastic cap found at the southeast corner of the above mentioned called 9.993 acre tract, the same being the northeast corner of a 53.229 acre tract which was conveyed to Haslet Alliance Partners LP., by an instrument recorded under instrument number 2022000106807 CCDR, said 1/2" iron rod having Texas State Plane Coordinate System (NAD83) North Central Zone values of N=7156506.95 and E=2489935.72;

THENCE S 89°32'26"W, along the common line between said 53.229 acre tract and said called 9.993 acre tract, a distance of 532.51 feet to a 60d nail set at the most southerly southeast corner of a 6.50 acre tract which was conveyed to Shmaisani Celina Holdings LLC., by an instrument recorded under instrument number 20190816000994600 CCDR;

THENCE N 13°41'11"E, along the east boundary line of said 6.50 acre tract, a distance of 30.94 feet to a 1/2" iron rod with a plastic cap stamped "KSA ENG" set for corner;

THENCE N 89°34'26"E, a distance of 431.53 feet to a 1/2" iron rod with a plastic cap stamped "KSA ENG" set at the beginning of a curve to the left;

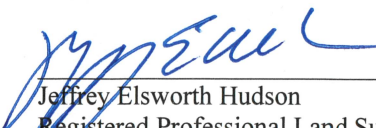
THENCE in a northeasterly direction, following said curve having a delta angle of 78°10'20", a radius of 85.00 feet, and an arc length of 115.97 feet, (chord = N 50°27'16"E, 107.18 feet);

THENCE N 11°22'06"E, a distance of 332.96 feet to a 1/2" iron rod with a plastic cap stamped "KSA ENG" set at the point of intersection with the most easterly northeast corner of said called 9.993 acre tract, the same being the south boundary line of a 1.990 acre tract which was conveyed to 5 Guys Land Holding Company, LLC., a 3/8" square tubing found at the southwest corner of said 1.990 acre tract bears S 88°10'21"W, 269.49 feet;

THENCE N 88°10'21"E, along the common line between said 1.990 acre tract and said called 9.993 acre tract, a distance of 30.81 feet to a 1/2" iron rod found at the southeast corner of said 1.990 acre tract, the same being the most easterly northeast corner of said called 9.993 acre tract;

THENCE S 11°22'06"W, along the east boundary line of said called 9.993 acre tract, a distance of 433.41 feet to the **PLACE OF BEGINNING**, and containing 0.665 acres(28967 square feet), of land, more or less.

The bearings and coordinates recited herein are based on the Texas State Plane Coordinate System, (NAD83) North Central Zone. This description and corresponding plat were prepared from a survey made on the ground under my supervision.


Jeffrey Elsworth Hudson
Registered Professional Land Surveyor
Texas Registration No. 4850

6 Apr / 2023

Date



COLLIN COUNTY SCHOOL LAND SURVEY
A-167

6.50 Ac
Shmaisani Celina Holdings LLC
Ins No. 20190816000994600

1.990 AC
5 Guys Land Holding Company LLC
Ins. 20180105000025070

9.993 Ac
Budden Investments, LLC
Ins No 20181022001315800

0.665 ACRES
(28967 sq. ft.)
ROW DEDICATION

Delta = 78°10'20"
Radius = 85.00'
Length = 115.97'
Chord = N 50°27'16" E
Ch Dist = 107.18'

N 13°41'11" E
30.94'
Edge of Gravel
Set 60d Nail
Edge of Gravel

N 89°32'26" E 431.53'
COUNTY ROAD 53
S 89°32'26" W 532.51'

53.229 Acres
Haslet Alliance Partners LP
Ins. no.2022000106807

N 88°10'21" E
30.81'

S 88°10'21" W 269.49'

N 11°22'06" E 332.96'

S 11°22'06" W 433.41'

BURLINGTON NORTHERN &
SANTA FE RAILROAD

P.O.B.
Fnd 1/2" IR w/cap
N:7156506.95
E:2489935.72

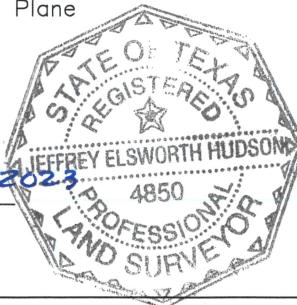
○ Indicates 1/2" IR with plastic cap stamped "KSA ENG"
Set unless otherwise noted.

Bearings and coordinates based on the Texas State Plane
Coordinate System (NAD 83), North Central Zone.

This plat was prepared from a survey made on the
ground under my supervision.

Jeffrey Elsworth Hudson
Registered Professional Land Surveyor
Texas Registration No. 4850

6 Apr 2023
Date



0 100
SCALE: 1"=100'

KSA

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www.ksaeng.com
TBPLS FIRM REG. NO. 1011500

CITY OF CELINA
COLLIN COUNTY SCHOOL LAND
SURVEY, A-167
COLLIN COUNTY, TEXAS

EXHIBIT A
0.665 ACRE (28967 SQ. FT.) ROW DEDICATION
OUT OF THE PROPERTY OF
BUDDEN INVESTMENTS, LLC

TBPELS FIRM REG. NO. 1011500

CITY OF CELINA
0.248 ACRE (10801 SQUARE FEET) ROW DEDICATION
COLLIN COUNTY SCHOOL LAND SURVEY, A-167
COLLIN COUNTY, TEXAS

Being 0.248 acres (10801 square feet) of land, situated in the Collin County School Land Survey, a-167, Collin County, Texas, and being a portion of a 1.990 acre tract which was conveyed to 5 Guys Land Holding Company LLC., by an instrument recorded under instrument number 20180105000025070 Collin County Deed Records (CCDR), and being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2" iron rod found at the southeast corner of the above mentioned 1.990 acre tract, the same being the most easterly northeast corner of a 9.993 acre tract which was conveyed to Budden Investments, LLC., by an instrument recorded under instrument number 20181022001315800 CCDR, said 1/2" iron rod having Texas State Plane Coordinate System (NAD83) North Central Zone values of N=7156931.86 and E=2490021.15;

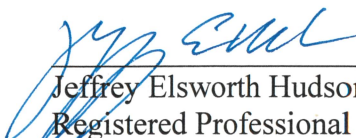
THENCE S 88°10'21"W, along the south boundary line of said 1.990 acre tract, the same being the most easterly north boundary line of said 9.993 acre tract, a distance of 41.03 feet to a 1/2" iron rod with a plastic cap stamped "KSA ENG" set for corner, a 3/8" square tubing found at the southwest corner of said 1.990 acre tract bears S 88°10'21"W, 259.27 feet;

THENCE N 10°57'10"E, a distance of 266.55 feet to a 1/2" iron rod with a plastic cap found at the point of intersection with the north boundary line of said 1.990 acre tract, the same being the south boundary line of Lot 2, Block A of the Burnco Addition according to the plat recorded under instrument number 20190709010002910 CCDR;

THENCE N 89°33'34"E, along the common line between said 1.990 acre tract and said Burnco Addition, a distance of 42.01 feet to a 1/2" iron rod found at the northeast corner of said 1.990 acre tract;

THENCE S 11°12'14"W, along the east boundary line of said 1.990 acre tract, a distance of 265.77 feet to the **PLACE OF BEGINNING**, and containing 0.248 acres(10801 square feet), of land, more or less.

The bearings and coordinates recited herein are based on the Texas State Plane Coordinate System, (NAD83) North Central Zone. This description and corresponding plat were prepared from a survey made on the ground under my supervision.


Jeffrey Elsworth Hudson
Registered Professional Land Surveyor
Texas Registration No. 4850

Date

31 March 2023



COLLIN COUNTY SCHOOL LAND SURVEY

A-167

Lot 2
Block A
Burnco Addition
Ins. 20190709010002910

N 89°33'34" E
42.01'
Fnd 1/2" IR w/cap
Fnd 1/2" IR

0.248 ACRES
(10801 sq. ft.)
ROW DEDICATION

1.990 AC
5 Guys Land Holding Company LLC
Ins. 20180105000025070

Fnd 3/8" Square Tubing

S 88°10'21" W 259.27'

9.993 Ac
Budden Investments, LLC
Ins No 20181022001315800

N 88°10'21" E
41.03'

N 10°57'10" E 266.55'
S 11°12'14" W 265.77'
Called S 12°15'27" W 263.99'

P.O.B.
Fnd 1/2" IR
N:7156931.86
E:2490021.15

BURLINGTON NORTHERN &
SANTA FE RAILROAD

○ Indicates 1/2" IR with plastic cap stamped "KSA ENG"
Set unless otherwise noted.

Bearings and coordinates based on the Texas State Plane
Coordinate System (NAD 83), North Central Zone.

This plat was prepared from a survey made on the
ground under my supervision.



Jeffrey Elsworth Hudson
Registered Professional Land Surveyor
Texas Registration No. 4850

31 March 2023
Date



0 60
SCALE: 1"=60'

KSA

140 E. Tyler St., Suite 600 Longview, Texas 75601
T.903-236-7700 F.903-236-7779
www.ksaeng.com
TBPLS FIRM REG. NO. 1011500

CITY OF CELINA
COLLIN COUNTY SCHOOL LAND
SURVEY, A-167
COLLIN COUNTY, TEXAS

EXHIBIT A
0.248 ACRE (10801 SQ. FT.) ROW DEDICATION
OUT OF THE PROPERTY OF
5 GUYS LAND HOLDING COMPANY LLC

**CITY OF CELINA
0.115 ACRE (5013 SQUARE FEET)
COLLIN COUNTY SCHOOL LAND SURVEY, A-167
COLLIN COUNTY, TEXAS**

Being 0.115 acres (5013 square feet) of land, situated in the Collin County School Land Survey, A-167, Collin County, Texas, and being a portion of a called 49.616 acre tract which was conveyed to Drewry Investments, LLC., by an instrument recorded under instrument number 20150511000543490, Collin County Deed Records, (CCDR), said 0.115 acres (5013 square feet) of land being more particularly described by metes and bounds as follows;

BEGINNING at a ½" iron rod with a plastic cap stamped "KSA ENG" set at the point of intersection of the southerly projection of the existing west right-of-way line of County Road 1117 with the north boundary line of a 21.734 acre tract which was conveyed to Collin County Toll Road Authority by an instrument recorded under instrument number 20171121001547150 CCDR, the same having Texas State Plane Coordinate System (NAD83) North Central Zone values of N = 7158450.89, and E = 2490101.14, a ½" iron rod with a plastic cap found at an angle point in said north boundary line bears S 84° 42' 14" W, 131.26;

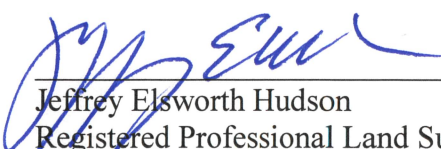
THENCE N 00° 22' 38" W, along said projected west right-of-way line, 59.88 feet to a ½" iron rod with a plastic cap stamped "KSA ENG" set the point of intersection with the north boundary line of said called 49.616 acre tract, a 3/8" iron rod found bears S 89° 42' 20" W, 2698.61 feet;

THENCE N 89° 42' 20" E, along said north boundary line, 83.93 feet to a ½" iron rod with a plastic cap stamped "KSA ENG" set at the northeast corner of said called 49.616 acre tract;

THENCE S 00° 02' 33" W, along the east boundary line of said called 49.616 acre tract a distance of 59.88 feet to a ½" iron rod with a plastic cap stamped "KSA ENG" set at the northeast corner of said 21.734 acre tract;

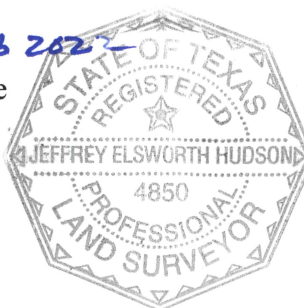
THENCE S 89° 42' 14" W, along the north boundary line of said 21.734 acre tract, 83.49 feet to the **PLACE OF BEGINNING** and containing 0.115 acres (5013 square feet) of land, more or less.

The bearings and coordinates recited herein are based on the Texas State Plane Coordinate System, (NAD83) North Central Zone. This description and corresponding plat were prepared from a survey made on the ground under my supervision.


Jeffrey Elsworth Hudson
Registered Professional Land Surveyor
Texas Registration No. 4850

Date

28 Feb 2022



AMENDING PLAT
GLEN CROSSING
PHASE 2A
INS NO. 20201124010004560
MAP BOOK 2020 PAGE 780

LOT 17
BLOCK R

15' HOA OPEN SPACE

Existing ROW

Projected Centerline
PROPERTY LINE
OLD LOG TRAIL
CR 1117

COLLIN COUNTY SCHOOL LAND SURVEY
A-167

4.67 AC
TRACY STONE
INS 20170828001150190

30' ROW DEDICATION
PER INS NO. 20201124010004560

30'

S 89°42'20" W 2698.61' to

3/8" IR Found at SEC
Glenn Crossing Phase 2A

49.616 AC
DREWRY INVESTMENTS, LLC
INS 20150511000543490

N 89°42'20" E 83.93'

0.115 Ac.
(5013 sq. ft.)

S 89°42'14" W 131.26'
to 1/2" IR w/cap Found

ROWLINE

P.O.B.
N:7158450.89
E:2490101.14

21.734 AC
COLLIN COUNTY TOLL ROAD AUTHORITY
INS 20171121001547150

Proposed ROW.

○ Indicates 1/2" IR with plastic cap stamped "KSA ENG"
Set unless otherwise noted.

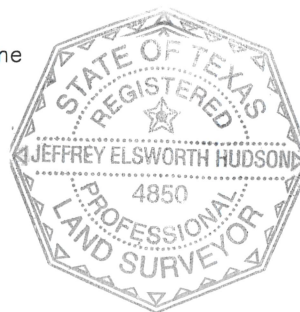
Bearings and coordinates based on the Texas State Plane
Coordinate System (NAD 83), North Central Zone.

This plat was prepared from a survey made on the
ground under my supervision.

Jeffrey Elsworth Hudson
Jeffrey Elsworth Hudson
Registered Professional Land Surveyor
Texas Registration No. 4850

Date

28 Feb 2022



0 30
SCALE: 1"=30'

KSA

140 E. Tyler St., Suite 600 Longview, Texas 75601
T. 903-236-7700 F. 903-236-7779
www.ksaeng.com
TBPLS FIRM REG. NO. 1011500

CITY OF CELINA
COLLIN COUNTY SCHOOL LAND
SURVEY, A-168
COLLIN COUNTY, TEXAS

EXHIBIT A
0.115 ACRE (5013 SQ. FT.)
OUT OF THE PROPERTY OF
DREWRY INVESTMENTS, LLC.



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: October 10, 2023
Re: Tax Increment Reinvestment Zone Number Five Call for a Public Hearing

Action Requested:

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 Five on November 14, 2023, at 4:50 p.m. and a public hearing of the City Council on November 14, 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)

Background Information:

This Resolution sets a date, time, and place for a public hearing to receive public testimony on a proposed Amended and Restated Project and Financing Plan for November 14, 2023.

Legal Review:

The Resolution has been reviewed by the City Attorney.

Supporting Documents:

1. TIRZ 5 Call for Public Hearing Resolution

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. _____

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS CALLING PUBLIC HEARINGS ON AN AMENDED & RESTATED FINAL PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS RESOLUTION IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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”), on March 8, 2016, the City Council of the City of Celina, Texas, approved and adopted Ordinance No. 2016-16, which among other things, created, established and designated Tax Increment Reinvestment Zone No. 5 (the “Zone”); established a Board of Directors for the Zone, and established a tax increment fund (the “TIRZ Fund”) into which the City is required by the Act to deposit its tax increment for approximately ±1,235.80 acres of land lying within the City (the “Property”); and

WHEREAS, on December 13, 2016, the City Council adopted Ordinance No. 2016-82, approving the Reinvestment Zone Number Five, City of Celina Final Project and Finance Plan; and

WHEREAS, the City Council desires to call a public hearing by the Zone Board of Directors and a public hearing by the City Council to hear testimony on approving an Amended & Restated Final Project and Financing Plan using the notice substantially similar to the draft notice attached hereto as **Exhibit “A”**.

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

SECTION 1. FINDINGS. That the facts and recitations contained in the preamble of this Resolution are incorporated into the body of this Resolution as if fully set forth herein and are hereby found and declared to be true and correct legislative findings and are hereby adopted as part of this Resolution for all purposes.

SECTION 2. PUBLIC HEARINGS. The City Council hereby calls the two public hearings identified in detail in **Exhibit “A”** for **November 14, 2023**. The City Secretary is hereby directed to publish a notice, in a form substantially similar to **Exhibit “A”**, in a newspaper having general circulation in the City at least 7 days prior to November 14, 2023.

SECTION 3. SEVERABILITY. 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. EFFECTIVE DATE. This Resolution shall be 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 10TH DAY OF OCTOBER, 2023.

RYAN TUBBS, MAYOR

ATTEST:

Lauren Vaughns, City Secretary

Exhibit A
Notice

**CITY OF CELINA BOARD OF DIRECTORS OF REINVESTMENT ZONE
NUMBER FIVE AND CITY COUNCIL
NOTICE OF PUBLIC HEARINGS ON
AMENDMENTS TO THE PROJECT AND FINANCING PLAN
OF THE REINVESTMENT ZONE**

THE BOARD OF DIRECTORS FOR REINVESTMENT ZONE NUMBER FIVE, CITY OF CELINA COUNCIL WILL HOLD A PUBLIC HEARING ON **TUESDAY, NOVEMBER 14TH, 2023 AT 4:50 P.M.** AND THE CITY COUNCIL OF THE CITY OF CELINA WILL HOLD A PUBLIC HEARING ON **TUESDAY, NOVEMBER 14TH, 2023 AT 5:00 P.M.**, AND BOTH PUBLIC HEARINGS WILL BE HELD IN THE COUNCIL CHAMBERS AT 112 N. COLORADO STREET, CELINA, TEXAS, ON PROPOSED AMENDMENTS TO THE PROJECT PLAN AND FINANCING PLAN OF REINVESTMENT ZONE NUMBER FIVE, CITY OF CELINA AND ITS BENEFITS TO THE CITY OF CELINA AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY CITIZEN AND ANY OWNER OF PROPERTY WITHIN THE REINVESTMENT ZONE TO PROTEST AMENDMENTS TO THE PROJECT PLAN AND FINANCING PLAN. THE ZONE CONSISTS OF APPROXIMATELY ±1,235.80 ACRES LOCATED IN THE CITY OF CELINA, TEXAS IN COLLIN COUNTY, AND DESCRIBED IN ORDINANCE NO. 2016-16 AVAILABLE AT CELINA CITY HALL FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST AMENDMENTS TO THE PROJECT PLAN AND FINANCING PLAN. FOLLOWING EACH PUBLIC HEARING, THE PRESIDING BODY WILL CONSIDER TAKING ACTION ON ADOPTION OF AN ORDINANCE AMENDING THE PROJECT AND FINANCING PLAN. QUESTIONS OR REQUESTS FOR ADDITIONAL INFORMATION MAY BE DIRECTED TO DAVID PETTIT, DAVID PETTIT ECONOMIC DEVELOPMENT, LLC, DPETTIT@DPEDLLC.COM; 817-439-9515.



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: Karla Stovall, Interim City Manager
Date: October 10, 2023
Re: 2023 NEC - National Electrical Code

Action Requested:

Consider and act upon an Ordinance amending the City's Code of Ordinances, Chapter 3: Building Regulations; Article 3.02 Technical and Construction Codes and Standards; Section 3.02.003 Adoption by Reference; Subsections (a)(7) and (b)(3). (2023 NEC - National Electrical Code) (Hernandez)

Background Information:

Effective September 1, 2023, the State of Texas and TDLR adopted the 2023 National Electrical Code (NEC). The request is for the City to adopt the 2023 NEC with local amendments. Please refer to the attachment for additional information.

Legal Review:

N/A

Supporting Documents:

1. Draft Ordinance

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES; CHAPTER 3: BUILDING REGULATIONS; ARTICLE 3.02 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS; SECTION 3.02.003 ADOPTION BY REFERENCE; SUBSECTIONS (A)(7) AND (B)(3); PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURES OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO THE PUBLIC HEALTH AND SAFETY; PROVIDING A PUBLICATION CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas, is a Home Rule Municipality located in Collin County and Denton County, Texas, created in accordance with 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 of Celina, Texas is a home rule municipality empowered under the Texas Local Government Code, Section 51.001, to adopt an ordinance or rule that is for the good government of the City; and

WHEREAS, the Texas Local Government Code, Chapter 214, was amended by Senate Bill No. 365, an act of the 77th Texas Legislature, by adding Subchapter G, which provides for the adoption of the International Residential Code as a municipal residential building code in the State of Texas; and

WHEREAS, the City Council does hereby find and determine that the adoption of this Ordinance is in the best interest of the public health, safety, morals and general welfare of the City to adopt the construction and related codes as set forth herein;

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

SECTION 1
INCORPORATION OF PREMISES

That 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 Chapter 3: Building Regulations; Article 3.02: Technical and Construction Codes and Standards; Section 3.02.003 Adoption by Reference, Subsection (a)(7) is hereby amended to read as follows:

“(7) The National Electrical Code, being in particular the 2023 edition and appendices, as amended, as published by the National Fire Protection Association, except as it may be in conflict with the provisions of any ordinance of the city.”

3.02 Chapter 3: Building Regulations; Article 3.02: Technical and Construction Codes and Standards; Section 3.02.003 Adoption by Reference; Subsection (b)(3) is hereby amended to read as follows:

“(3) The National Electrical Code is hereby amended as follows:

(A) Article 100: Add the following to definitions:

Engineering Supervision – Supervision by a qualified State of Texas Licensed Professional Engineer engaged primary in the design or maintenance of electrical installations as referenced by TBPELS 137.59 (a)(b) as acceptable by the AHJ.

(B) Article 110.2; Change the following to read as follows:

110.2 Approval. The conductors and equipment required or permitted by this code shall be acceptable only if approved. Approval of equipment may be evident by listing and labeling of equipment by a Nationally Recognized Testing Lab (NRTL) with a certification mark of that laboratory or a qualified third party inspection agency or a field evaluation by a Field Evaluation Body accredited by either the International Code Council International Accreditation Service AC354 or ANSI National Accreditation Board program and approved by the AHJ.

Exception: Unlisted equipment that is relocated to another location within a jurisdiction or is field modified is subject to the approval by the AHJ. This approval may be by a field evaluation by a NRTL or qualified third party inspection agency or a field evaluation by a Field Evaluation Body accredited by either the ICC IAS AC354 or ANAB programs and approved by the AHJ.

Informational Note 1: See 90.7, Examination of Equipment for Safety, and 110.3, Examination, Identification, Installation, and Use of Equipment. See definitions of *Approved*, *Identified*, *Labeled*, and *Listed*.

Informational Note No. 2: Manufacturer's self-certification of equipment may not necessarily comply with U.S. product safety standards as certified by an NRTL.

Informational Note No. 3: National Fire Protection Association (NFPA) 790 and 791 provide an example of an approved method for qualifying a third-party inspection agency.

(C) Article 110.5; Change the following to read as follows:

110.5 Conductors. Conductors normally used to carry current shall be of copper or may be of aluminum of (2) AGW or larger and may be used only for service panel boards or sub-panel board service feeders. Where conductor material is not specified, the material and the sizes... (the rest of the paragraph as written.)

(D) Article 110.12 B; Add the following to:

(B) Integrity of Electrical Equipment and Connections.

Internal parts of electrical equipment, including busbars, wiring terminals, insulators, and other surfaces, shall not be damaged or contaminated by foreign materials such as paint, plaster, cleaners, abrasives, corrosive residues or influences, fire, products of combustion, or water.

There shall be no damaged parts that may adversely affect safe operation or mechanical strength of the equipment such as parts that are broken; bent; cut; or deteriorated by corrosion, chemical action, or overheating. Except where prohibited elsewhere in this Code, equipment shall be specifically evaluated by its manufacturer or a qualified testing laboratory prior to being returned to service.

(E) Article 210.8 A 1; Bathrooms Exception; Change the following to read as follows:

Dwelling Units.

All 125-volt through 250-volt receptacles installed in the following locations and supplied by single-phase branch circuits rated 150 volts or less to ground shall have ground-fault circuit- interrupter protection for personnel:

Bathrooms.

Exception No. 4: Factory-installed receptacles that are not readily accessible and are mounted internally to exhaust fan assemblies shall not require GFCI protection unless required by the installation instructions or listing.

(F) Article 210.52 C 1; Countertop and Work Surfaces Exception; Change the following to read as follows:

(C) Countertops and Work Surfaces.

In kitchens, pantries, breakfast rooms, dining rooms, and similar areas of dwelling units, receptacle outlets for countertop and work surfaces that are 300 mm (12 in.) or wider shall be installed in accordance with 210.52 (C) (3) through (C)(3) and shall not be considered as the receptacle outlets required by 210.52(A).

For the purposes of this section, where using multioutlet assemblies, each 300 mm (12 in.) of multioutlet assembly containing two or more receptacles installed in individual or continuous lengths shall be considered to be one receptacle outlet.

(2) Wall Spaces.

Receptacle outlets shall be installed so that no point along the wall line is more than 600 mm (24 in.) measured horizontally from a receptacle outlet in that space. The Location of the receptacles shall be in accordance with 210.52 (C) (3).

Exception: Receptacle outlets shall not be required directly behind a range, counter-mounted cooking unit, or sink in the installation described in Figure 210.52 (C)(1).

- (G) Article 210.52 (C) (2); Island and Peninsular Countertops and Work Surfaces; Change the following to read as follows:

Receptacle outlets, if installed to serve an island or peninsular countertop or work surface, shall be installed in accordance with 210.52 (C) (3). If receptacle outlet is not provided to serve an island or peninsular countertop or work surface a **Chapter 3** wiring method shall be installed and supplied from a **Small Appliance Branch Circuit** to a listed outlet box in the peninsular countertop or work surface.

- (H) Article 210.63 (B) (1), (2); Equipment Requiring Servicing; Change the following to read as follows:

(B) Other Electrical Equipment.

In other than one- and two-family dwellings, a receptacle outlet shall be located as specified in 210.63(B) (1) and (B)(2).

(1) Indoor Service Equipment

The required receptacle outlet shall be located within the same room or area as the service equipment.

(2) Indoor Equipment Requiring Dedicated Equipment Spaces.

Where equipment, other than service equipment, requires dedicated equipment space as specified in 110.26(E), the required receptacle outlet shall be located within the same room or area as the electrical equipment.

- (I) Add New Article 220.7; Load Calculation; add the following:

A load calculation shall be provided upon request when modifications to the electrical installation occurs.

- (J) Article 230.2; add sentences to end of this section to read as follows:

230.2 Number of Services. {no changes to current section} ... The height of the meter, measured from finish grade, shall be between a minimum height of 4 feet to a maximum of 6 feet measured to the center of the glass. **For residential services**, only one service will be allowed for main building and other structures.

(K) Article 230.70 (A) (1); Amend to read as follows:

1) Readily Accessible Location. The service disconnection means shall be installed at a readily accessible location on the outside of a building or structure nearest the service.

(L) Article 230.85 Emergency Disconnects (C) Replacement: Change the following to read as follows:

(C) Replacement

Where service equipment is replaced, all of the requirements of this section shall apply.

Exception: Where a pre-existing installation is Code Compliant with 230.70 A, only meter sockets, service entrance conductors, or related raceways and fittings are replaced, the requirements of this section shall not apply

(M) Article 408.4 Descriptions Required: Change the following to read as follows:

(A) Circuit Directory or Circuit Identification.

Every circuit and circuit modification shall be provided with legible and permanent description that complies with all of the following conditions as applicable:

- (1) Located at each switch or circuit breaker in a switchboard or switchgear
- (2) Included in a circuit directory that is located on the face of, inside of, or in an approved location adjacent and permanently affixed to the panel door in the case of a panelboard.
- (3) Clear, evident and specific to the purpose or use of each circuit including spare positions with an unused overcurrent device.
- (4) Described with a degree of detail and clarity that is unlikely to result in confusion between circuits.
- (5) Not dependent on transient conditions of occupancy.
- (6) Clear in explaining abbreviations and symbols when used.

(N) Article 410.118: Change the following to read as follows:

410.118 Access to other boxes.

Luminaires recessed in the ceilings, floors, or walls shall not be used to access outlet, pull, or junction boxes or conduit bodies, unless the box or conduit body is an integral part of the listed luminaire.

Exception: removable luminaires with a minimum measurement of 22 in. X 22 in. shall be permitted to be used as access to outlet, pull, junction boxes or conduit bodies.

(O) Article 422.31 (B): Change the following to read as follows:

422.31 (B) Appliances Rated over 300 Volt-Amperes

(B) Appliances Rated over 300 Volt-Amperes. For permanently connected appliances rated over 300 volt-amperes, the branch-circuit switch or circuit breaker shall be permitted to serve as the disconnecting means where the switch or circuit breaker is within sight from and is readily accessible to the appliance it serves or is capable of being locked in the open position in accordance with 110.25 and is readily accessible to the appliance it serves.

Informational Note No. 1: For appliances employing unit switches, see 422.34.

Informational Note No. 2: The following means of access are considered to constitute readily accessible for this code change when conforming to the additional access requirements of the I Codes:

- (1) A permanent stair
- (2) A pull-down stair with a minimum 300 lb. (136 kg) capacity
- (3) An access door from an upper floor level

(P) Article 500.8 (A) (3); Change to read as follows:

500.8 Equipment.

Articles 500 through 504 require equipment construction and installation that ensure safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to installation and maintenance.

Informational Note No. 2: Since there is no consistent relationship between explosion properties and ignition temperature, the two are independent requirements.

Informational Note No. 3: Low ambient conditions require special consideration. Explosion proof or dust-ignition proof equipment may not be suitable for use at temperatures lower than -25°C. (-13°F) unless they are identified for low-temperature service. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified as Class I, Division 1 at normal ambient temperature.

(A) Suitability. One of the following shall determine suitability of identified equipment:

- (1) Equipment listing or labeling.
- (2) Evidence of equipment evaluation from a qualified testing laboratory or inspection agency concerned with product evaluation; or,
- (3) By Special Permission Only, Evidence acceptable to the authority having jurisdiction such as a manufacturer's self-evaluation *accompanied by* or an owner's engineering judgment an engineering judgment signed and sealed Under Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations as referenced by TBPELS 137.59 (a)(b) as acceptable by the AHJ.

Informational Note: Additional documentation for equipment may include certificates demonstrating compliance with applicable equipment standards, indicating special conditions of use, and other pertinent information.

(Q) Article 505.7 and 505.7 (A) changed to read as follows:

505.7 Special Precaution.

This article requires equipment construction and installation that ensures safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care to the installation and maintenance of electrical equipment in hazardous (classified) locations.

Informational Note No. 2: Electrical equipment that is dependent on the protection technique by 505.8 (A) may not be suitable for use at temperatures lower than -20°C (-4°F) unless they are identified for use at lower temperatures. Low ambient conditions require special consideration. At low ambient temperatures, flammable concentrations of vapors might not exist in a location classified Class I, Zones 0, 1, or 2 at normal ambient temperature.

(A) Implementation of Zone Classification System. Classification of areas,

engineering and design, selection of equipment and wiring methods, installation, and inspection shall be performed by Supervision. By a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations as referenced by TBPELS 137.59 (a)(b) as acceptable by the AHJ.

- (B) GO TO TBPE LAW FOR THE DEFINITION OF AN ENGINEER
<https://pels.texas.gov/>

(R) Article 690.9 (D): Change the following to read as follows:

690.9 (D) Transformers. Overcurrent protection for power transformers shall be installed in accordance with 705.30(F).

(S) Article 695.6 (A)(1): Change the following to read as follows:

695.6 (A) Supply Conductors.

(1) Services and On-Site Power Production Facilities.

Service conductors and conductors supplied by on-site power production facilities shall be physically routed outside a building(s) and shall be installed as service-entrance conductors in accordance with 230.6, 230.9, and Parts III and IV of Article 230. Where supply conductors cannot be physically routed outside of buildings, the conductors shall be permitted to be routed through the building(s) where installed in accordance with 230.6(1) or (2).

(T) Article 705.8 System Installation: Change the following to read as follows:

705.8 System Installation. Installation of one or more electrical power production sources operating in parallel with a primary source(s) of electricity shall be performed only by qualified persons. During the installation there shall be on site one of the following:

- (1) A person holding a Master Electrician License issued by the Texas Department of Licensing and Regulation.
- (2) A person holding a Journeyman Electrician License issued by the Texas Department of Licensing and Regulation.

(U) Article 705.80: Change to read as follow:

705.80 Power Source Capacity.

For interconnected power production sources that operate in island mode, capacity shall be calculated using the sum of all power source output maximum currents for the connected power production source. Solar photovoltaic (PV) and wind systems shall not be included in the sum capacity.

(V) Article 710.15 (A) Supply Output: Delete the entire section.”

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 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

PENALTY

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) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

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

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 Clause of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 9

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 10

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 10th day of October, 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



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: October 10, 2023
Re: FY 24 Budget Amendment - October 10, 2023

Action Requested:

Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance 2023-108 which adopted and approved the budget for fiscal year beginning October 1, 2023 and ending September 30, 2024, and make appropriations for each department, project, and account, by adopting an amended 2023-2024 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

Background Information:

An FY 2024 budget amendment is requested for the FY 2023-2024 Operating Budget. The amendments included budget appropriations for the rollover of a purchase order for Honor Guard uniforms for the Police Department, a tree median program, and a rollover purchase order for vehicles in Streets, Water, Wastewater, Utility Billing, and Stormwater.

Legal Review:

N/A

Supporting Documents:

1. 2023 - 108 Amend Budget ordinance October 10, 2023

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2023-108, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2023-2024 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 2023-2024, heretofore previously adopted by Ordinance 2023-108; 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 2023-108 duly enacted by the City Council of the City of Celina on the 12th day of September, 2023, be and is hereby amended as set out in Exhibit “A” attached hereto and incorporated herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

SECTION 3. That the amounts specified in Exhibit “A” be hereby appropriated and reallocated as specified for those purposes designated in Exhibit “A”.

SECTION 4. The City Manager shall file or cause to be filed a true and correct copy of the amended budget, along with this Ordinance, with the City Secretary and in the office of the County Clerk of Collin County, Texas and Denton County, Texas.

SECTION 5. This Ordinance shall be cumulative of all provisions of Ordinances of the City of Celina, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6. The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7. The City Secretary of the City of Celina is hereby directed to publish in the official newspaper of the City of Celina, the descriptive caption and effective date of this ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this ordinance in the ordinance records of the City.

SECTION 9. This Ordinance shall become effective from and after its date of passage in accordance with law.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 10th day of October 2023.

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

Exhibit A

Meeting date: October 10, 2023
FY 2024 Budget Amendment Detail

Budget Change # _____			
Account #	Account Name	Description	Adjustment
102-31-3050	Fund Balance	Honor Guard Uniforms ordered in FY 23 to be Received in FY 24 - Rolled PO	(5,358)
102-112-000-6164	Uniforms	Honor Guard Uniforms ordered in FY 23 to be Received in FY 24 - Rolled PO	5,358
123-31-3050	Fund Balance	Tree Median Program	(150,000)
123-123-000-6680	Miscellaneous Expense	Tree Median Program	150,000
102-31-3050	Fund Balance	Roll Over PO for Public Works Vehicles	(68,265)
102-111-00-6840	Capital - Vehicle	Roll Over PO for Public Works Vehicles	68,265
202-31-3050	Fund Balance	Roll Over PO for Public Works Vehicles	(247,308)
202-117-000-6840	Capital - Vehicle	Roll Over PO for Public Works Vehicles	145,665
202-118-000-6840	Capital - Vehicle	Roll Over PO for Public Works Vehicles	68,265
202-119-000-6840	Capital - Vehicle	Roll Over PO for Public Works Vehicles	33,378
208-31-3050	Fund Balance	Roll Over PO for Public Works Vehicles	(68,265)
208-124-000-6840	Capital - Vehicle	Roll Over PO for Public Works Vehicles	68,265
213-31-3050	Fund Balance	Roll Over PO for Public Works Vehicles	(40,603)
213-117-000-6840	Capital - Vehicle	Roll Over PO for Public Works Vehicles	40,603



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: Karla Stovall, Interim City Manager
Date: October 10, 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 42 acres of Planned Development (PD) No. 74 with 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) 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)

Background Information:

The request is to amend approximately 42 acres of Planned Development (PD) No. 74 with 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) base zoning, and modified development standards. Please refer to the attached documents for further information.

Legal Review:

N/A

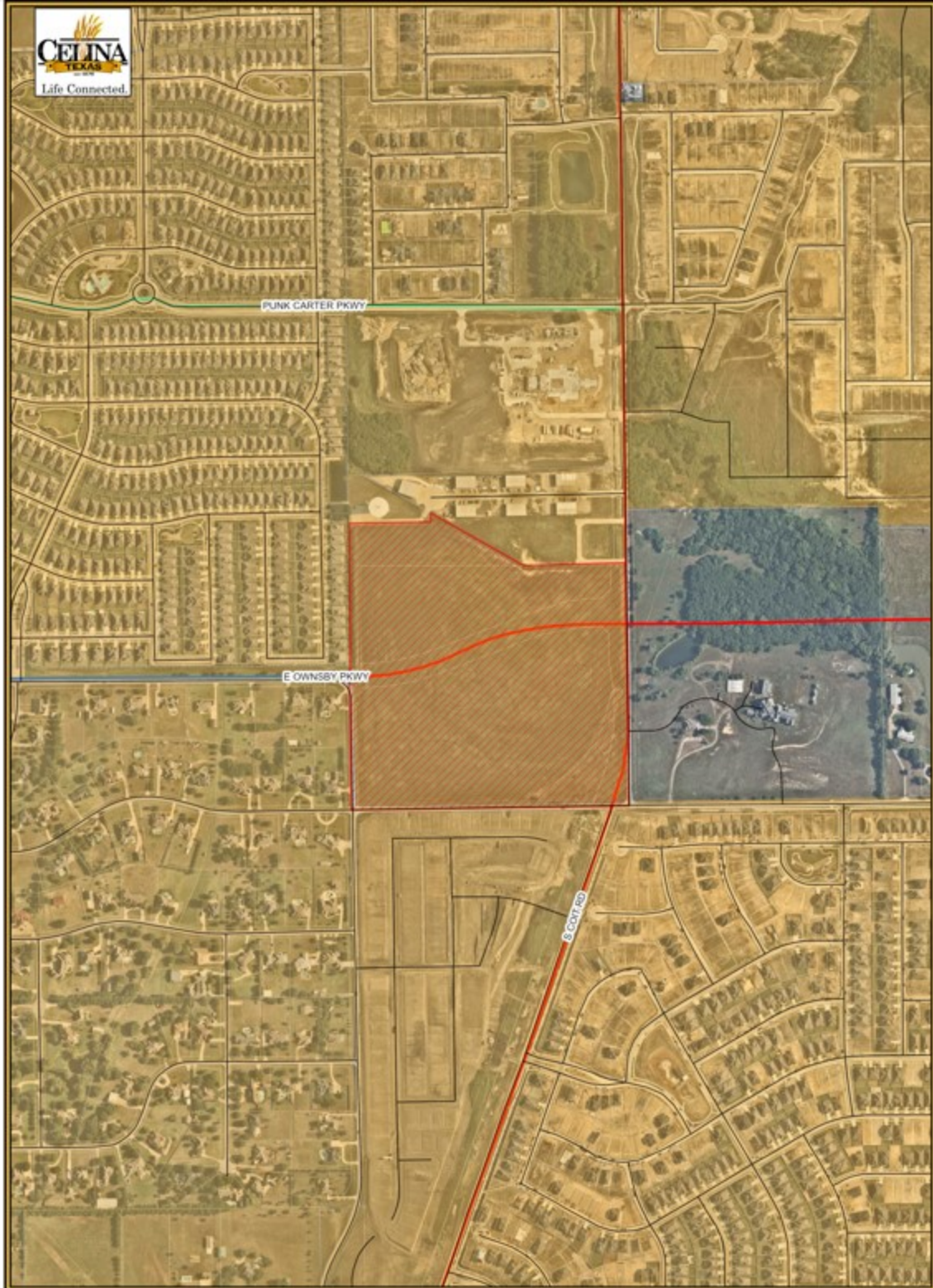
Supporting Documents:

1. Location Map
2. Staff Presentation
3. Draft Ordinance

Financial Consideration:

N/A

Staff Recommendation:
Staff recommends approval.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Wood Tract Location Map City of Celina

8/31/2023



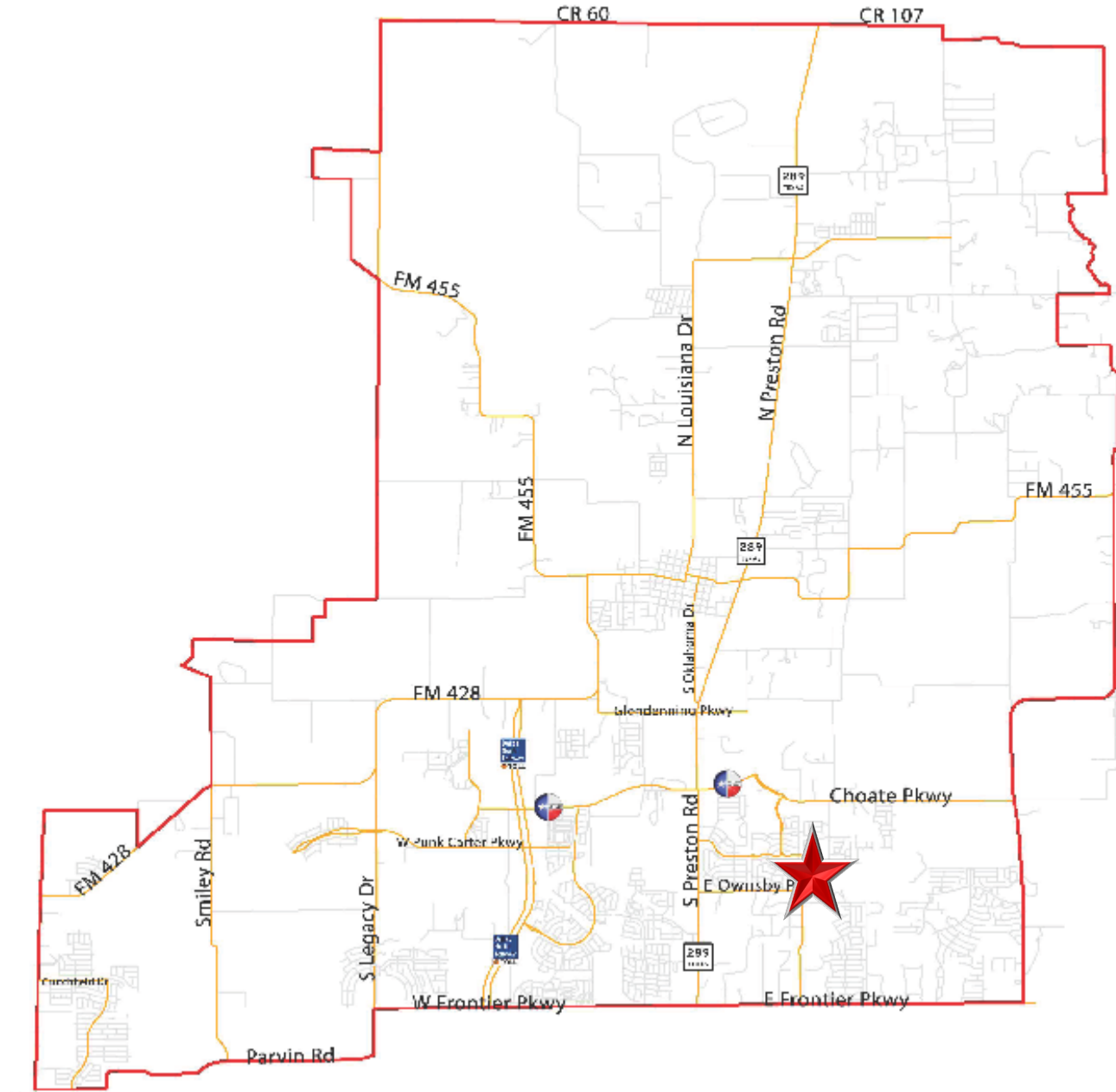
0 413 825 Feet

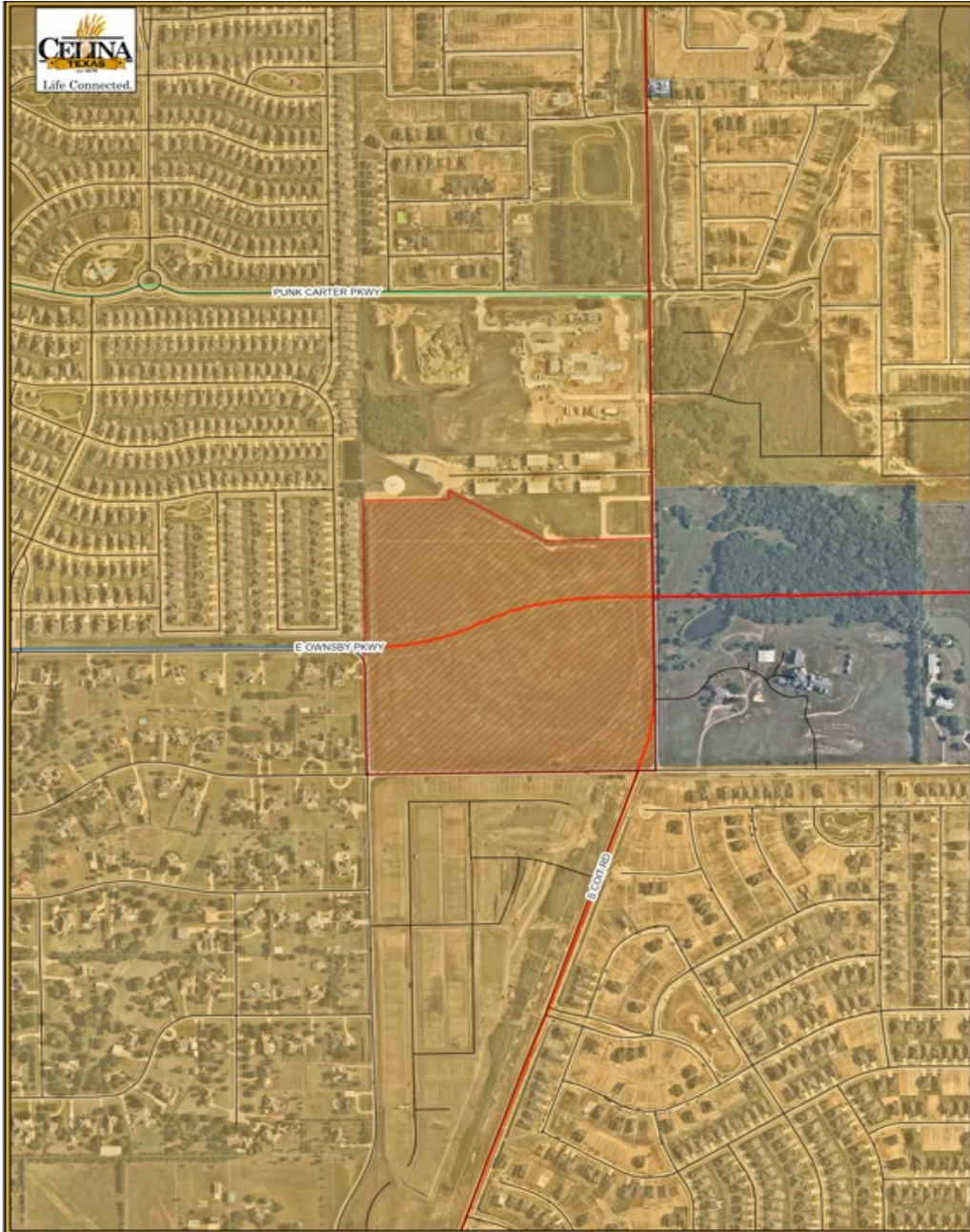
WOOD TRACT

PD Amendment

City Council
October 10, 2023







LOCATION MAP

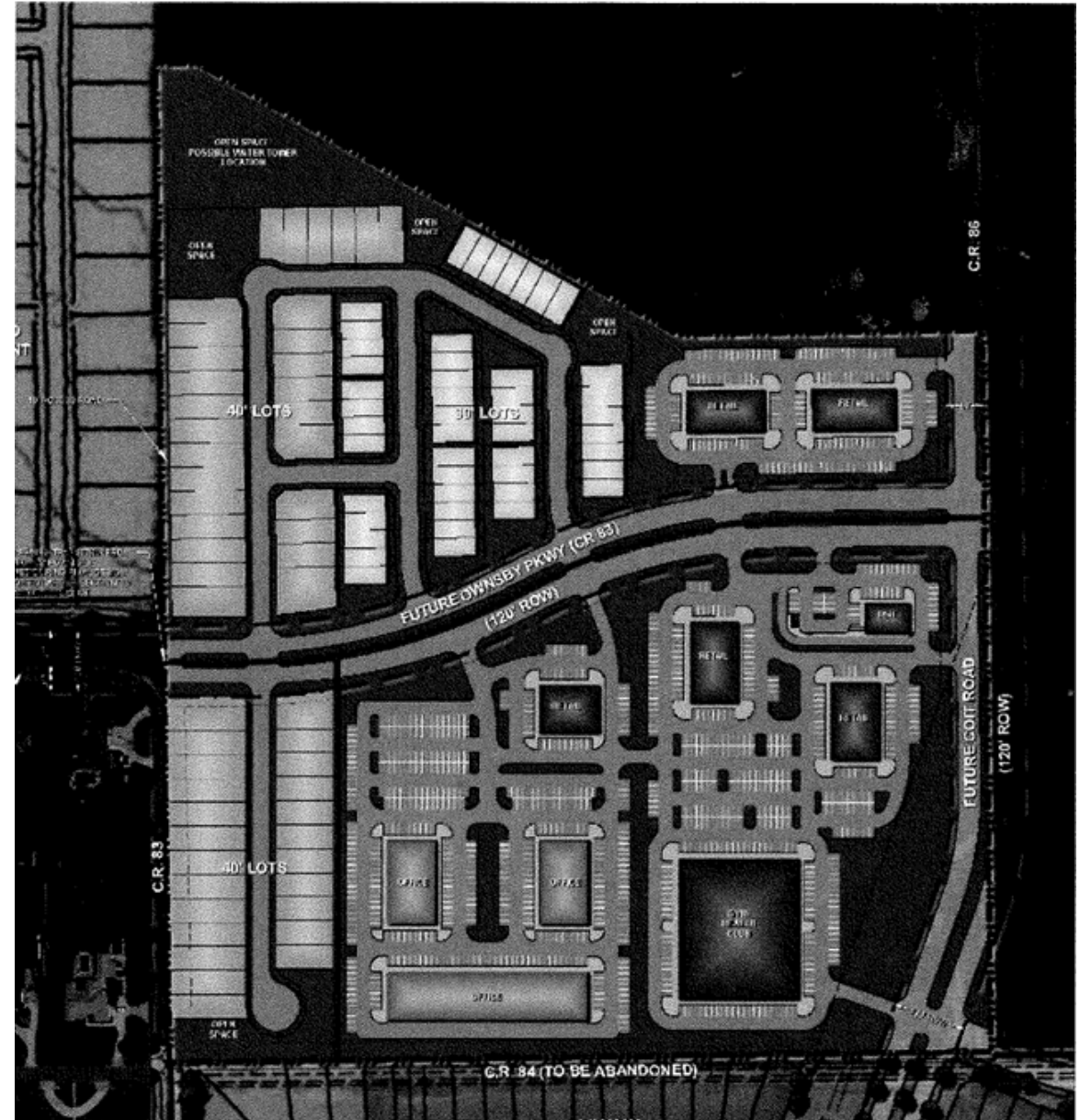
The subject property is generally located at the intersection of two 6-lane roadways (Coit Road and Ownsby Parkway)

BACKGROUND

- The subject property is approximately 42 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 Residential, Attached District (SF-A), Single-Family Residential, Detached District (SF-R), Commercial, Office, & Retail District (C) and Multi-Family, Horizontal District (MF-o) base zoning

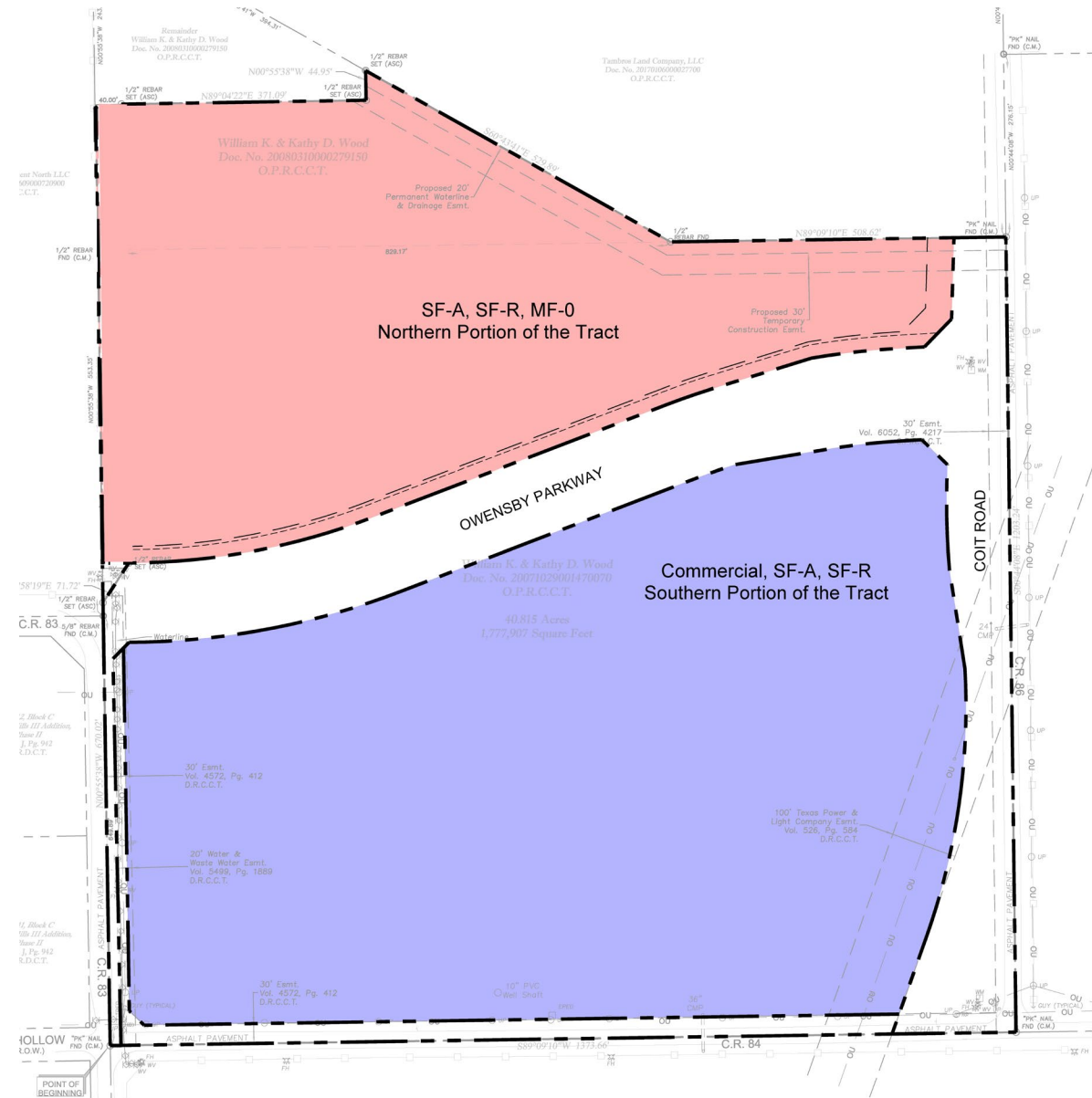
EXISTING ENTITLEMENT (PD-74)

- Single-Family, Attached & Detached land uses
- 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

- Attached & Detached Single-Family (SF-A & SF-R) and Horizontal Multi-Family (MF-0) north of Ownsby Parkway
- 25' ROW landscape buffers
- Commercial, Office, & Retail (C) and Attached & Detached Single-Family (SF-A & SF-R) land uses south of Ownsby Parkway
- 1-story garden office adjacent to CR 83 (across from single-family estate lots)



PROJECT OVERVIEW

- Fuel sales require a SUP on properties with commercial zoning. The applicant requests that one gas station be permitted by right, without the need to obtain an SUP at the corner of Ownsby Parkway & 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

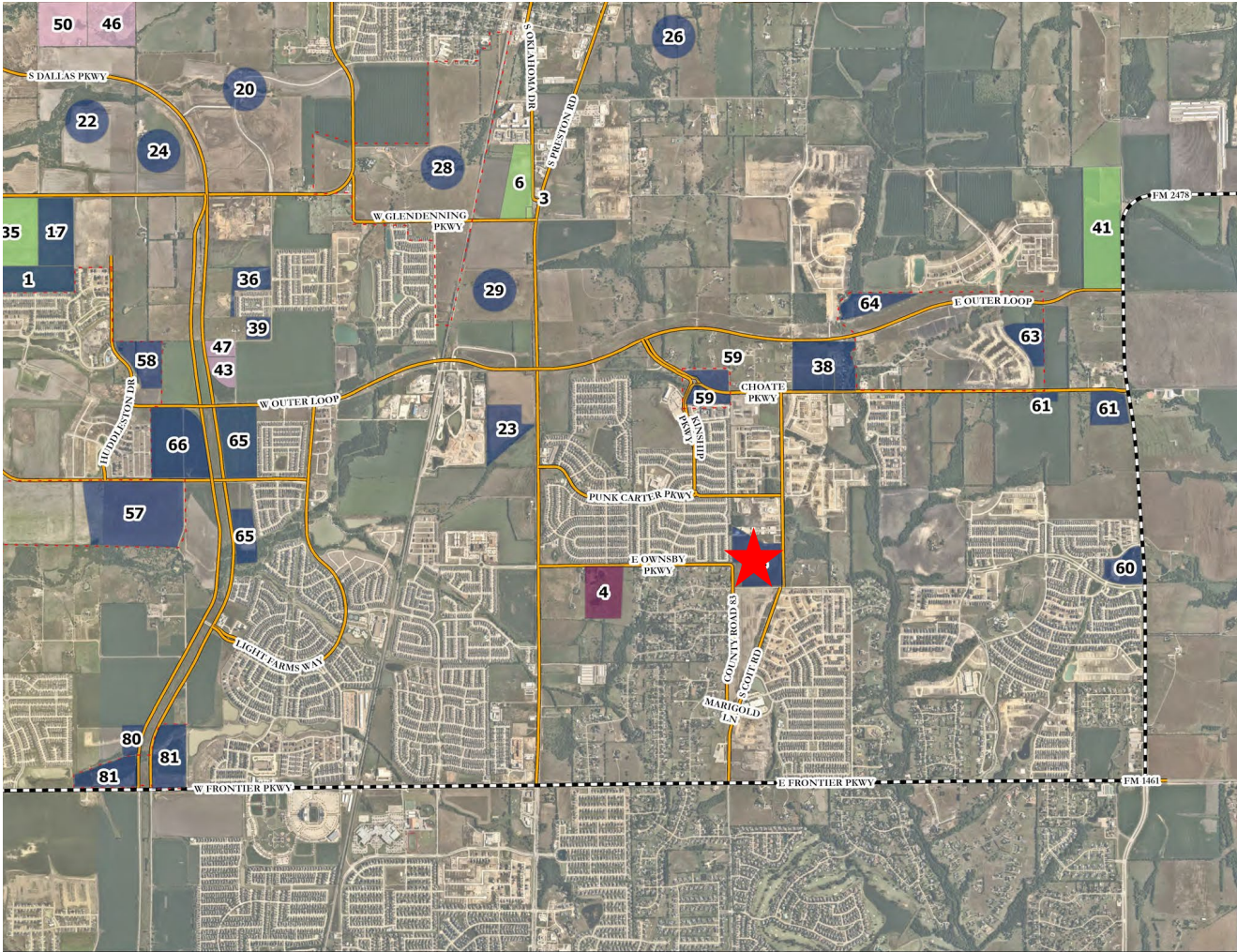
Since the P&Z public hearing, the applicant met with residents to discuss the impacts of development along County Road 83, and the following is proposed:

- 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 Parkway, 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

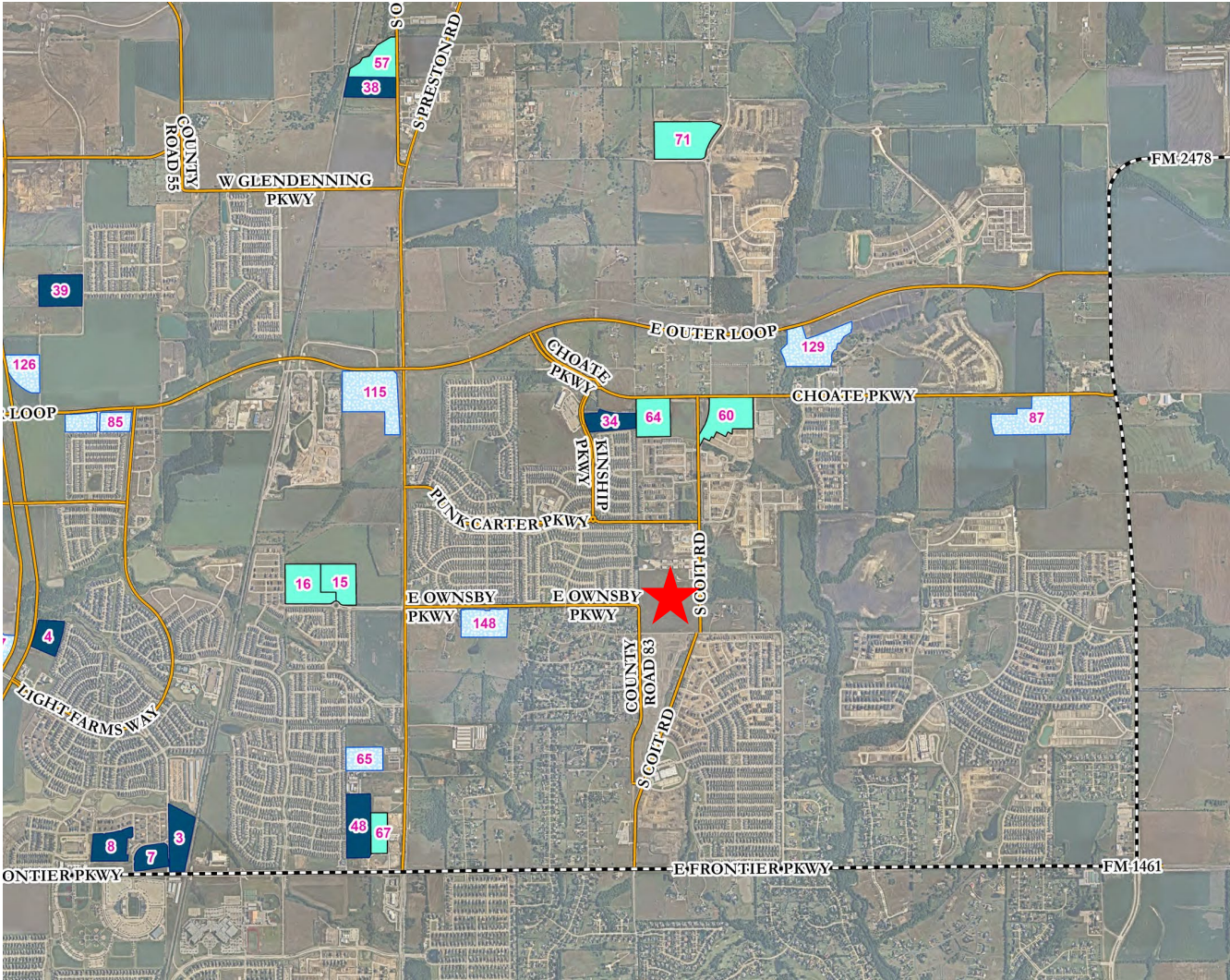


Legend

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 adjacent neighborhood residents to discuss 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 42 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 Concept 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, 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 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 10th day of October, 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 41.68 acre tract of land out of the McKinzie Wilhite Survey, Abstract No. 1008, situated in the City of Celina, Collin County, Texas, being a portion of that certain called 38.000 acre tract of land described to William K. Wood and Kathy D. Wood by deed of record in Instrument Number 20071029001470070 of the Official Public Records of Collin County, Texas, a portion of which was conveyed as that certain called 2.186 acre tract of land described to City of Celina, Texas by deed of record in Instrument Number 20170710000893950 of said Official Public Records and a portion of which was conveyed as that certain called 6.713 acre tract to City of Celina by deed of record in Instrument Number 2023000072555 of said Official Public Records, also being a portion of that certain called 5.00 acre tract of land conveyed to William K. Wood and Kathy D. Wood by deed of record in Instrument Number 20080310000279150 of said Official Public Records, and being a portion of that certain called 30-foot right-of-way dedication of record in Cabinet J, Page 942 of the Plat Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a PK nail found at the intersection of County Road 83 and County Road 84 (Vest Lane) in the East line of said 30-foot right-of-way dedication, being the Southwest corner of said 38.000 acre tract and said 6.713 acre tract;

THENCE, S89°09'02"W, over and across said 30-foot right-of-way dedication, a distance of 15.00 feet to a point;

THENCE, N00°55'46"W, along the apparent center of County Road 83, 15.00 feet from and parallel to the West line of said 38.000 acre tract, the common West line of said 6.713 acre tract, and the common East line of said 30-foot right-of-way dedication, a distance of 650.03 feet to a point in the North line of said 30-foot right-of-way dedication;

THENCE, N89°04'14"E, with the North line of said 30-foot right-of-way dedication, a distance of 15.00 feet to the Northeast corner of said 30-foot right-of-way dedication in the West line of said 38.000 acre tract and common West line of said 6.713 acre tract;

THENCE, N00°55'46"W, with the West line of said 38.000 acre tract and common West line of said 6.713 acre tract, a distance of 19.95 feet to a 1/2 inch iron rod with cap stamped "BRITTAIN & CRAWFORD" found at the Southwest corner of said 2.186 acre tract;

THENCE, with the South and East lines of said 2.186 acre tract, over and across said 38.000 acre tract and said 6.713 acre tract, the following two (2) courses and distances:

1. N32°58'11"E, a distance of 71.72 feet to a 1/2 inch iron rod with cap stamped "BRITTAIN & CRAWFORD" found at the Southeast corner of said 2.186 acre tract;
2. N00°55'46"W, a distance of 0.17 feet to a point in the North line of said 6.713 acre tract;

THENCE, S89°29'17"W, with the North line of said 6.713 acre tract, over and across said 38.000 acre tract and said 2.816 acre tract, a distance of 40.00 feet to a 5/8 inch iron rod with cap stamped "PELTON"

found at the Northwest corner of said 6.713 acre tract in the West line of said 38.000 acre tract and common West line of said 2.186 acre tract;

THENCE, N00°55'46"W, with the West line of said 2.186 acre tract, in part being the common West line of said 38.000 acre tract and in part being the common West line of said 5.00 acre tract, a distance of 693.55 feet to a point from which a 1/2 inch iron rod with cap stamped "METROPLEX 1849" found at the Northwest corner of said 2.186 acre tract and said 5.00 acre tract bears N00°55'46"W, a distance of 243.46 feet;

THENCE, N89°04'14"E, over and across said 2.186 acre tract and said 5.00 acre tract, passing at 40.00 feet a 1/2 inch iron rod with cap stamped "BRITAIN & CRAWFORD" found at an interior ell corner of said 2.186 acre tract, and continuing with the South line of said 2.186 acre tract a total distance of 411.23 feet to a 1/2 inch iron rod with cap stamped "BRITAIN & CRAWFORD" found at the easternmost Southeast corner of said 2.186 acre tract;

THENCE, N00°55'46"W, with the East line of said 2.186 acre tract, continuing over and across said 5.00 acre tract, a distance of 44.95 feet to a 1/2 inch iron rod with cap stamped "BRITAIN & CRAWFORD" found at the easternmost Northeast corner of said 2.186 acre tract in the Northeast line of said 5.00 acre tract;

THENCE, S60°43'50"E, with the Northeast line of said 5.00 acre tract, a distance of 529.73 feet to a 1/2 inch iron rod with cap stamped "METROPLEX 1849" found at the Southeast corner of said 5.00 acre tract in the North line of said 38.000 acre tract;

THENCE, N89°09'02"E, with the North line of said 38.000 acre tract, in part being the common North line of said 6.713 acre tract, a distance of 508.62 feet to a PK nail found in County Road 86, being the Northeast corner of said 38.000 acre tract and said 6.713 acre tract;

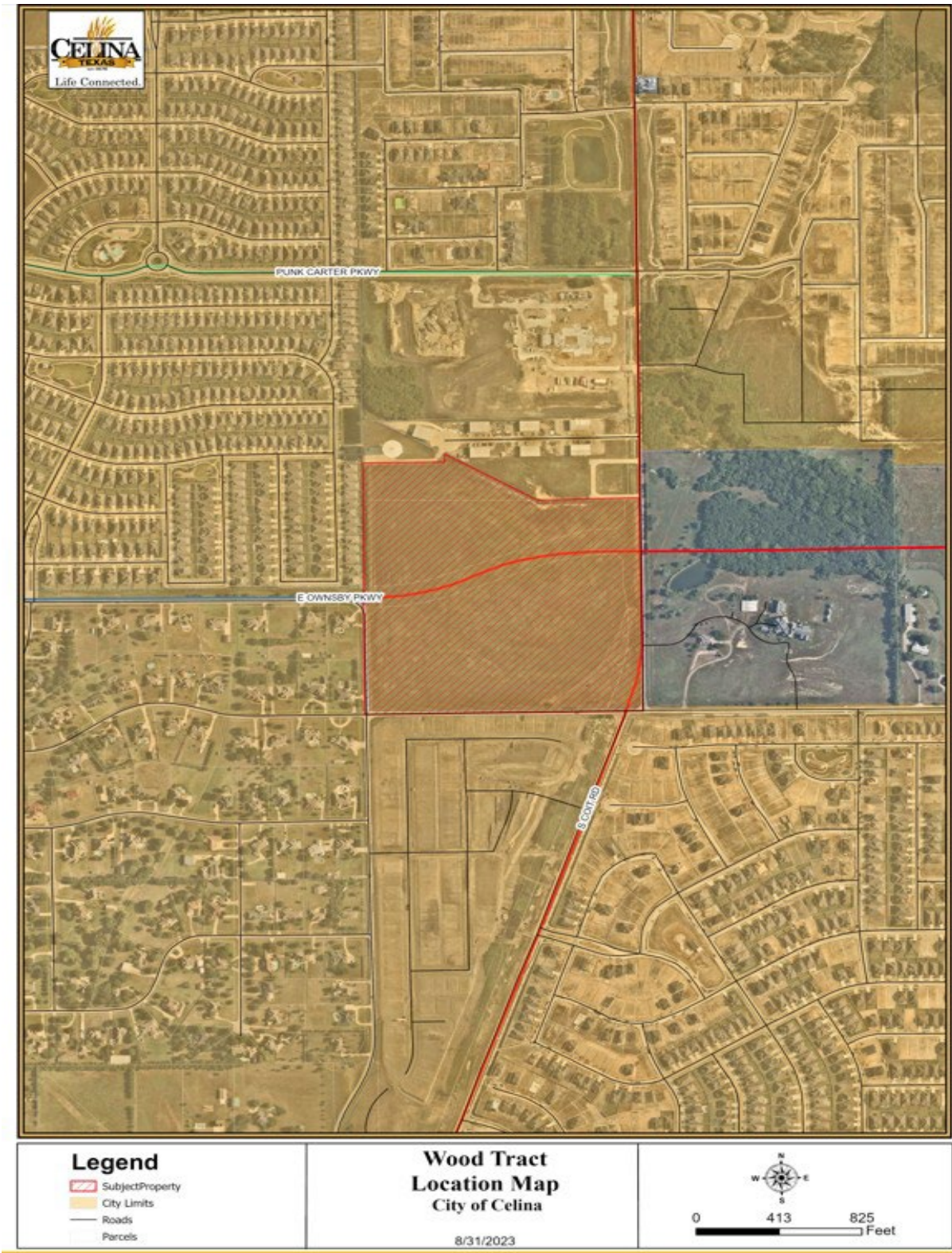
THENCE, S00°44'16"E, with the East line of said 38.000 acre tract and common East line of said 6.713 acre tract, along County Road 86, a distance of 1,203.24 feet to a PK nail found at the intersection of County Road 86 and County Road 84, being the Southeast corner of said 38.000 acre tract and said 6.713 acre tract;

THENCE, S89°09'02"W, with the South line of said 38.000 acre tract, in part being the common South line of said 6.713 acre tract, along County Road 84, a distance of 1,373.66 feet to the **POINT OF BEGINNING**, and containing an area of 41.68 acres (1,815,375 square feet) of land, more or less.

Bearings are based on that certain tract of land described in Instrument Number 20071029001470070 of the Official Public Records of Collin County, Texas.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit B
Depiction of Property



GRAPHIC SCALE
0' 10' 20' 30' 40' 50' 60' 70' 80' 90' 100'

PROPERTY OF KEN WOOD

CLAYMOORE ENGINEERING

KEN WOOD
CELINA, TX

BUBBLE PLAN

REN WOOD
CASE # _____

STATIONING
STATION 0+00 TO 0+100
STATION 0+100 TO 0+200
STATION 0+200 TO 0+300
STATION 0+300 TO 0+400
STATION 0+400 TO 0+500
STATION 0+500 TO 0+600
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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 Residential, 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 Residential, 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: Dustin McAfee, Executive Director of Development Services
CC: Karla Stovall, Interim City Manager
Date: October 10, 2023
Re: Rayburn Park - Rezoning

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 13 acres to Commercial, Office, & Retail District (C) with the Preston Road Overlay (PRO); generally located north of Glendenning Parkway and approximately 450 feet east of Preston Road, within the City Limits. (Rayburn Park - Rezoning) (Mohan)

Background Information:

The request is to rezone approximately 13 acres from Agricultural District (AG) to Commercial, Office, & Retail District (C) with the Preston Road Overlay (PRO). Please refer to the attached documents for further information.

Legal Review:

N/A

Supporting Documents:

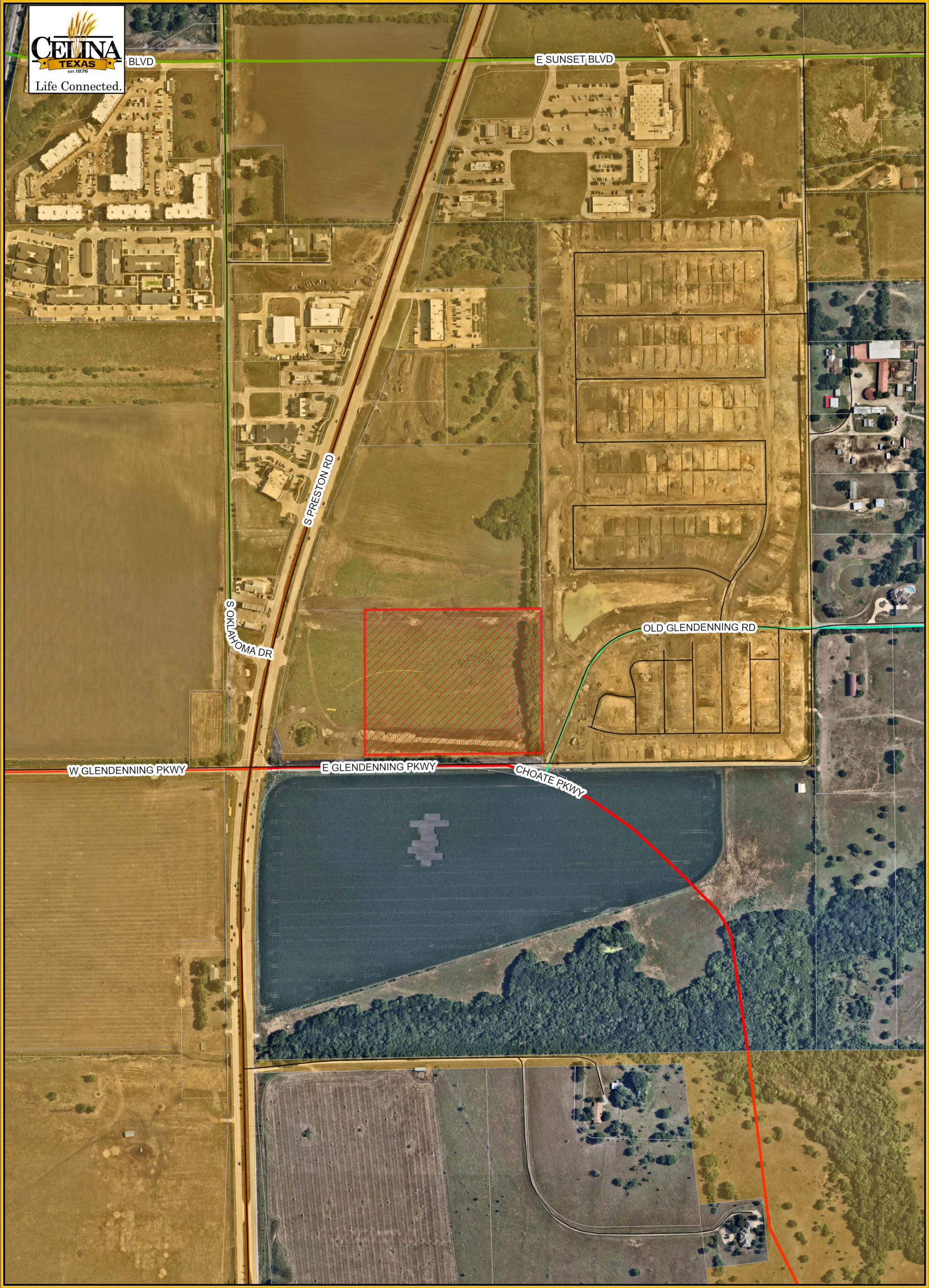
1. Location Map
2. Staff Presentation
3. Draft Ordinance

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.



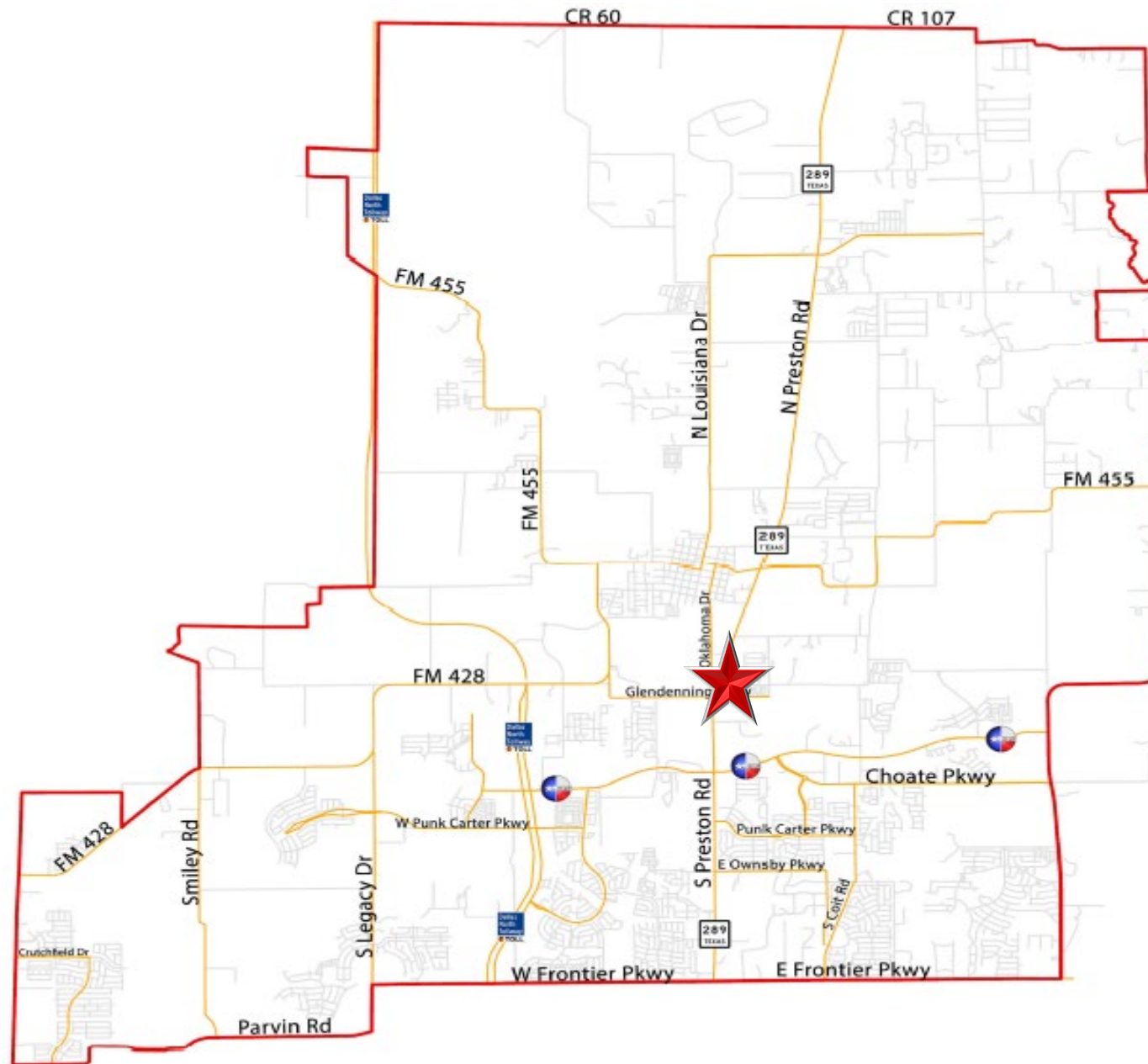
Legend City Limits Roads Parcels Subject Property	Rayburn Park Location Map City of Celina 8/29/2023	N E S W 0430860 Feet
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RAYBURN PARK

Rezoning

City Council
October 10, 2023







LOCATION MAP

The subject property is generally located north of Glendenning Parkway and approximately 450 feet east of Preston Road

BACKGROUND

- The subject property is approximately 13 acres, within City Limits, and currently zoned Agricultural District (AG)
- The property was annexed into City Limits and zoned Agricultural District (AG) in 2010
- The applicant is proposing a base zoning of Commercial, Office, & Retail District (C) with the Preston Road Overlay (PRO)
- The front tract was commercially zoned in a similar rezoning case in 2022

POLICY CONSIDERATIONS

- The Glendenning Parkway and Preston Road intersection can accommodate larger-scale development
- The proposed zoning request is in conformance with the Future Land Use Plan, which supports Commercial development along the Preston corridor
- Staff has regularly discouraged multi-family zoning proposals over the past few years on this tract

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in September
- Staff recommends approval as presented

CITY OF CELINA, TEXAS

**ORDINANCE 2023-_____
RAYBURN PARK**

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 13 ACRES LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF GLENDENNING PARKWAY AND APPROXIMATELY 450 FEET EAST OF PRESTON ROAD PARKWAY; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO BE REZONED FROM AGRICULTURAL DISTRICT (AG) TO COMMERCIAL, OFFICE, & RETAIL DISTRICT (C) WITH THE PRESTON ROAD OVERLAY (PRO); 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, 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 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 Commercial, Office, & Retail District (C) with the Preston Road Overlay (PRO).

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 Commercial, Office, & Retail District (C) with the Preston Road Overlay (PRO).

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 10th day of October, 2023.

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

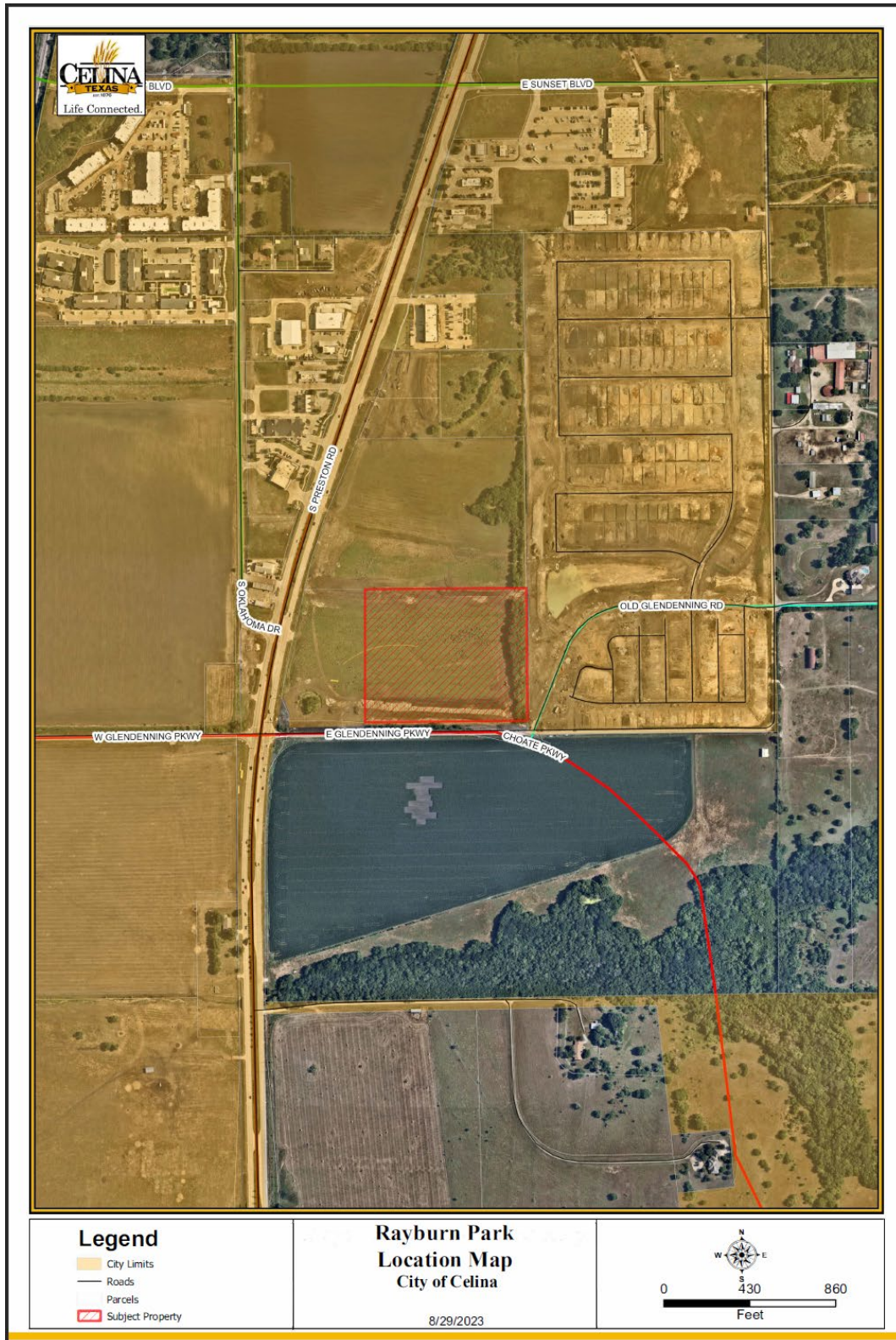
APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Exhibit A
Legal Description

Lot 2, Block A, of Summit Commons Addition, an addition to the City of Celina, Collin County, Texas, according to the plat thereof recorded in Volume 2022, Page 351, of the Map Records of Collin County, Texas, recorded on May 20, 2022 as Instrument Number 2022010000220.

Exhibit B Depiction of Property





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: Karla Stovall, Interim City Manager
Date: October 10, 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) (McAfee)

Background Information:

The request is 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:

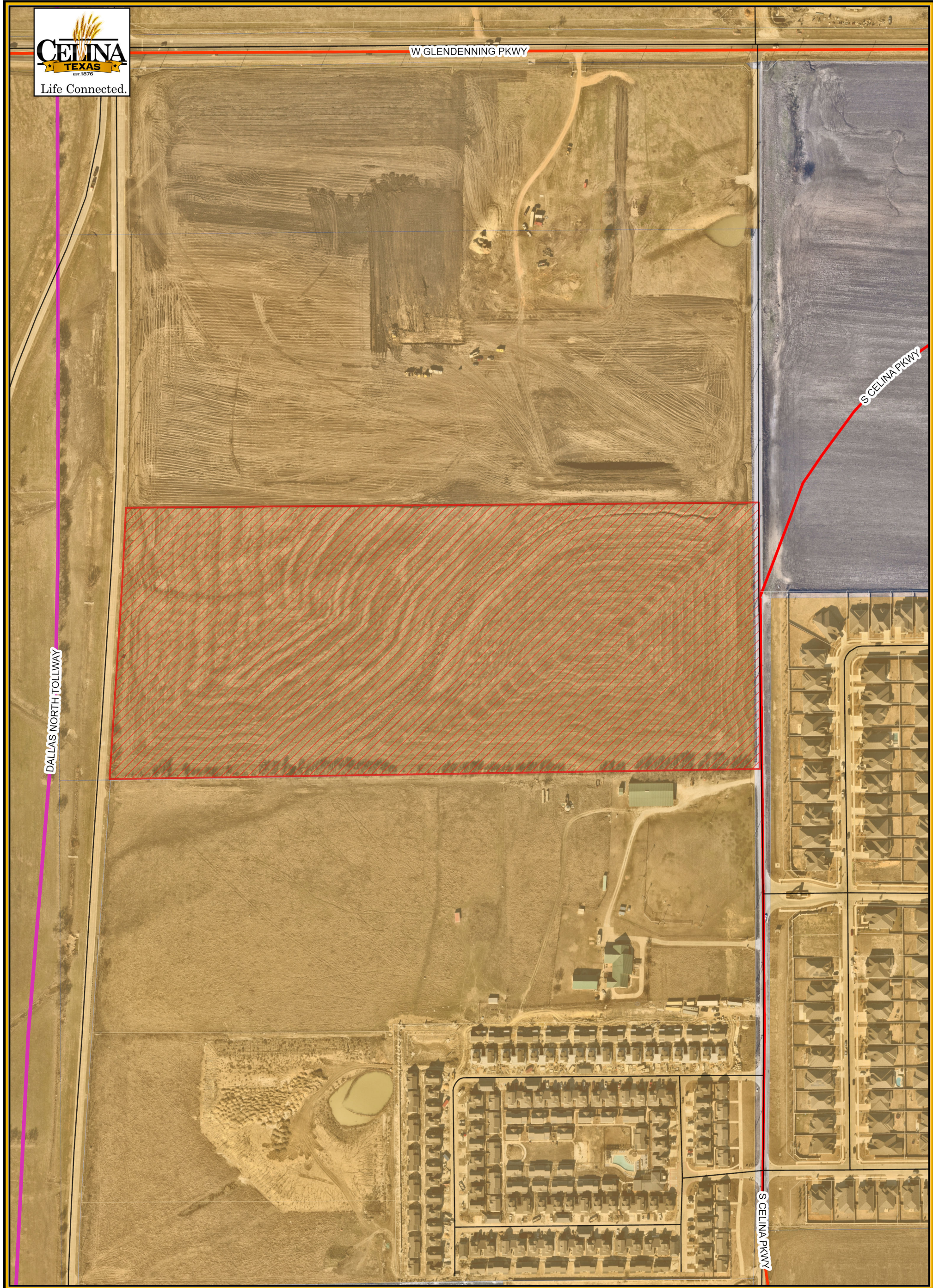
1. Location Map
2. Staff Presentation
3. Draft Ordinance

Financial Consideration:

N/A

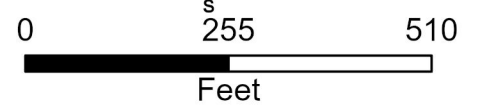
Staff Recommendation:

N/A



 SubjectProperty
 City Limits
 Roads
 Parcels

5/30/2023

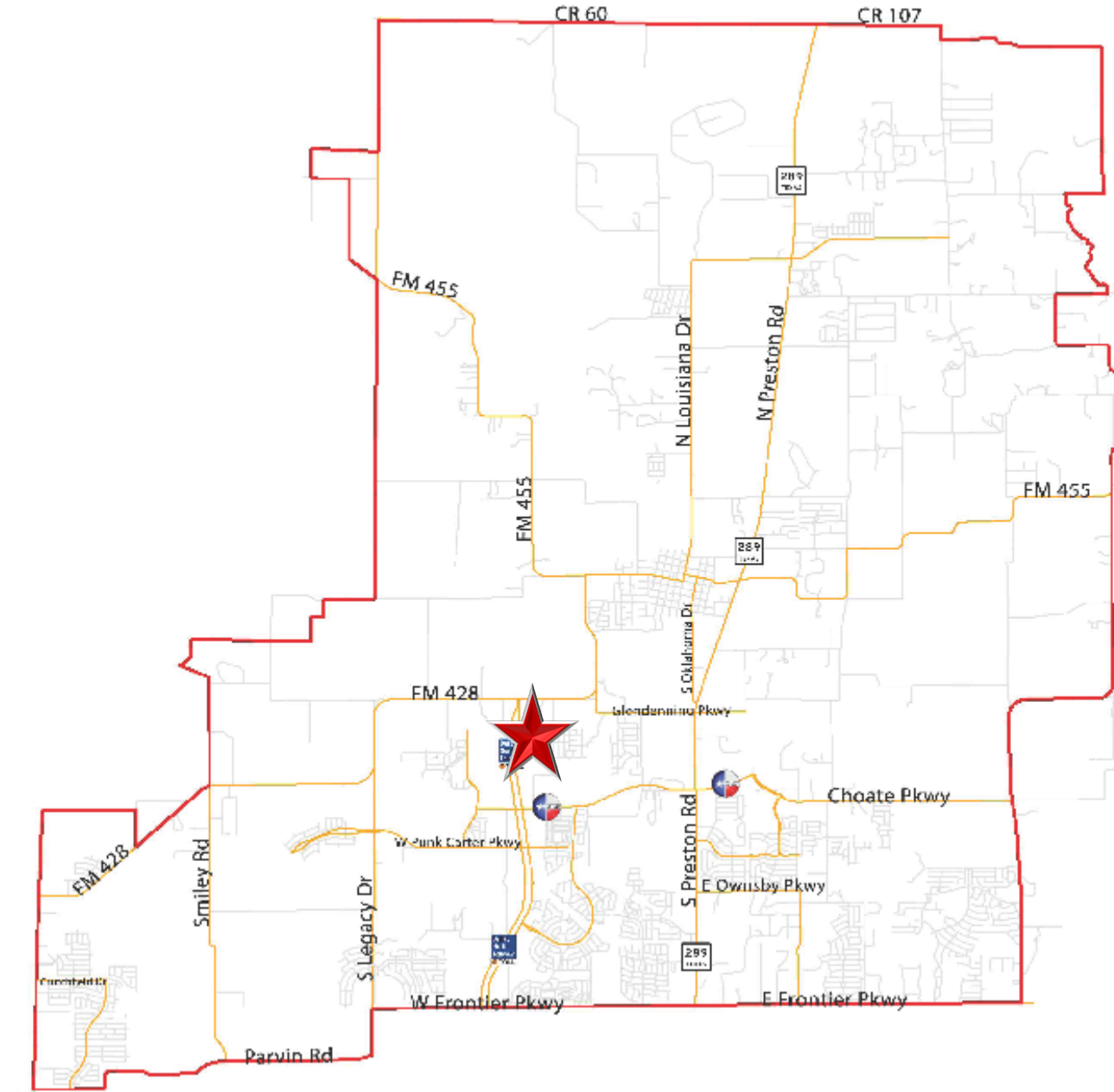


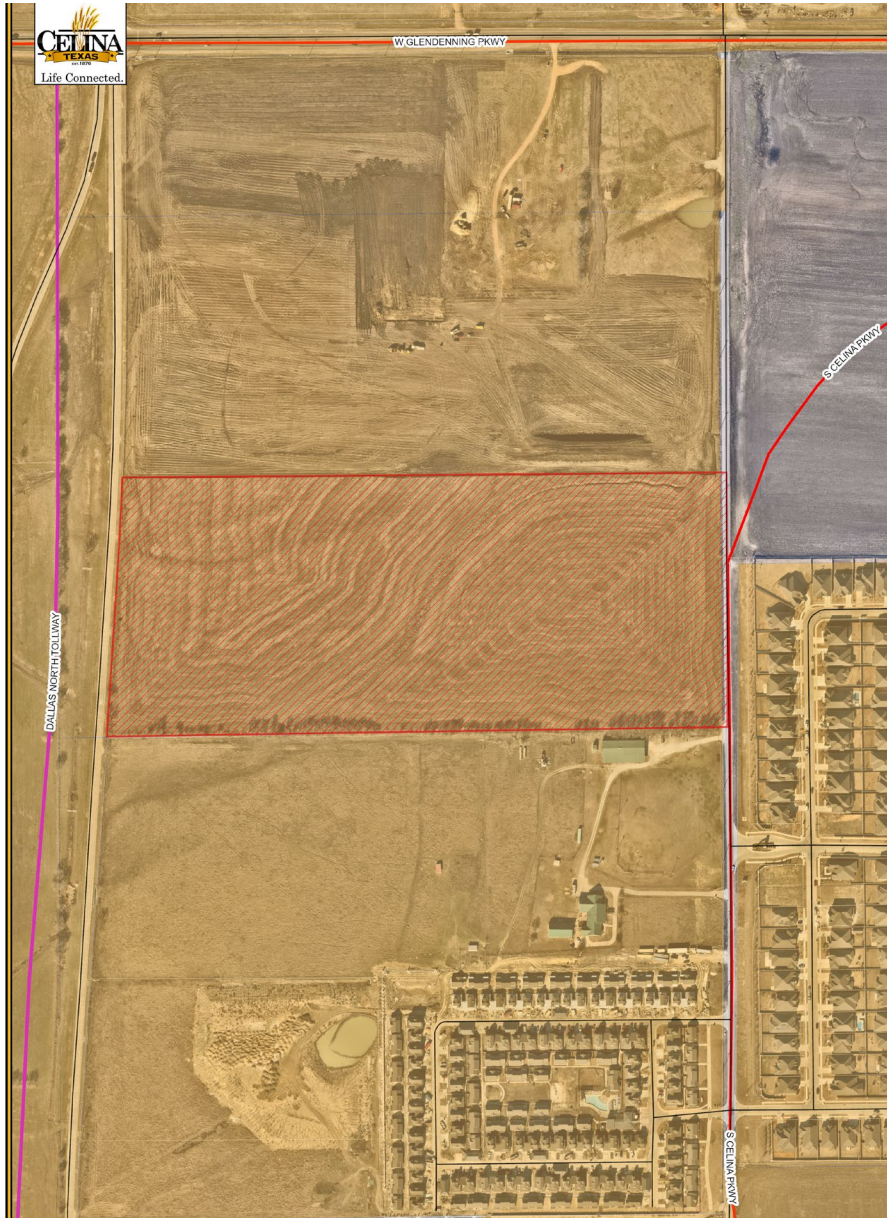
THOMAS TRACT

PD Amendment

City Council
October 10, 2023







LOCATION MAP

The subject property is generally located east of Dallas Parkway and approximately 1,200 feet south of future Glendenning Parkway

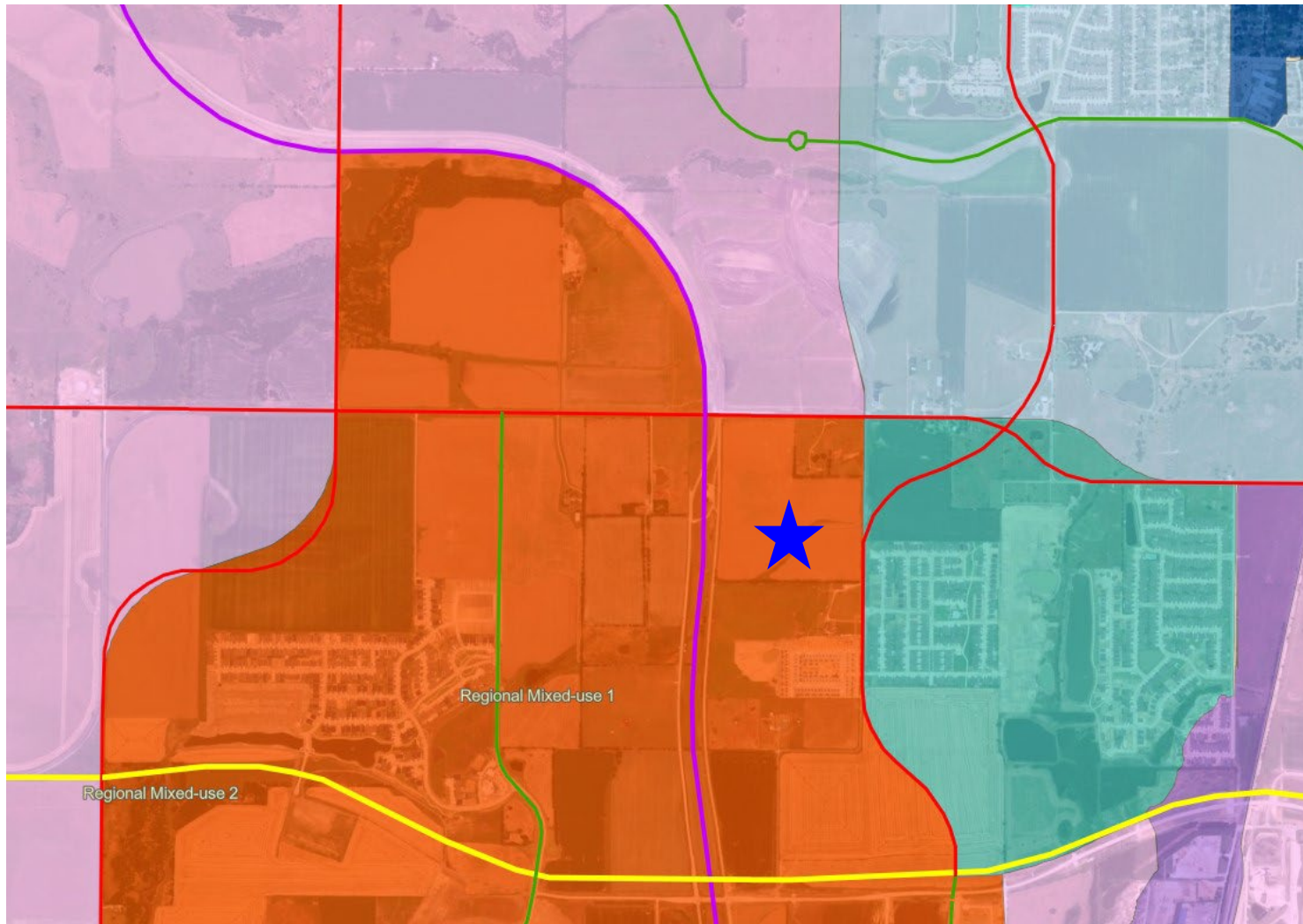
BACKGROUND

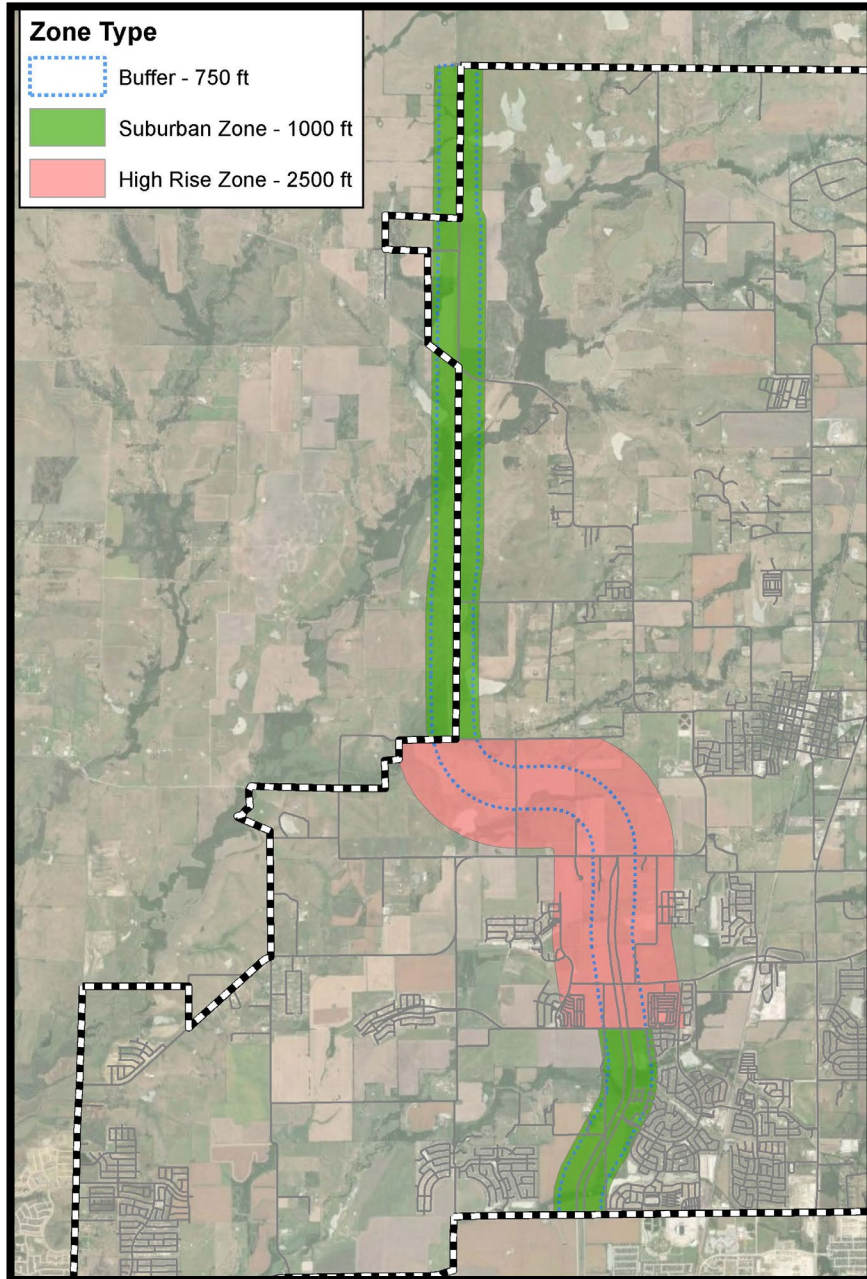
- The subject property is approximately 30 acres
- The subject property is currently zoned Planned Development PD No. 17, which was approved in 2005 and allows for a mix of retail, office, commercial, and industrial uses (with an SUP)
- The current zoning does not entitle multi-family
- The applicant's 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



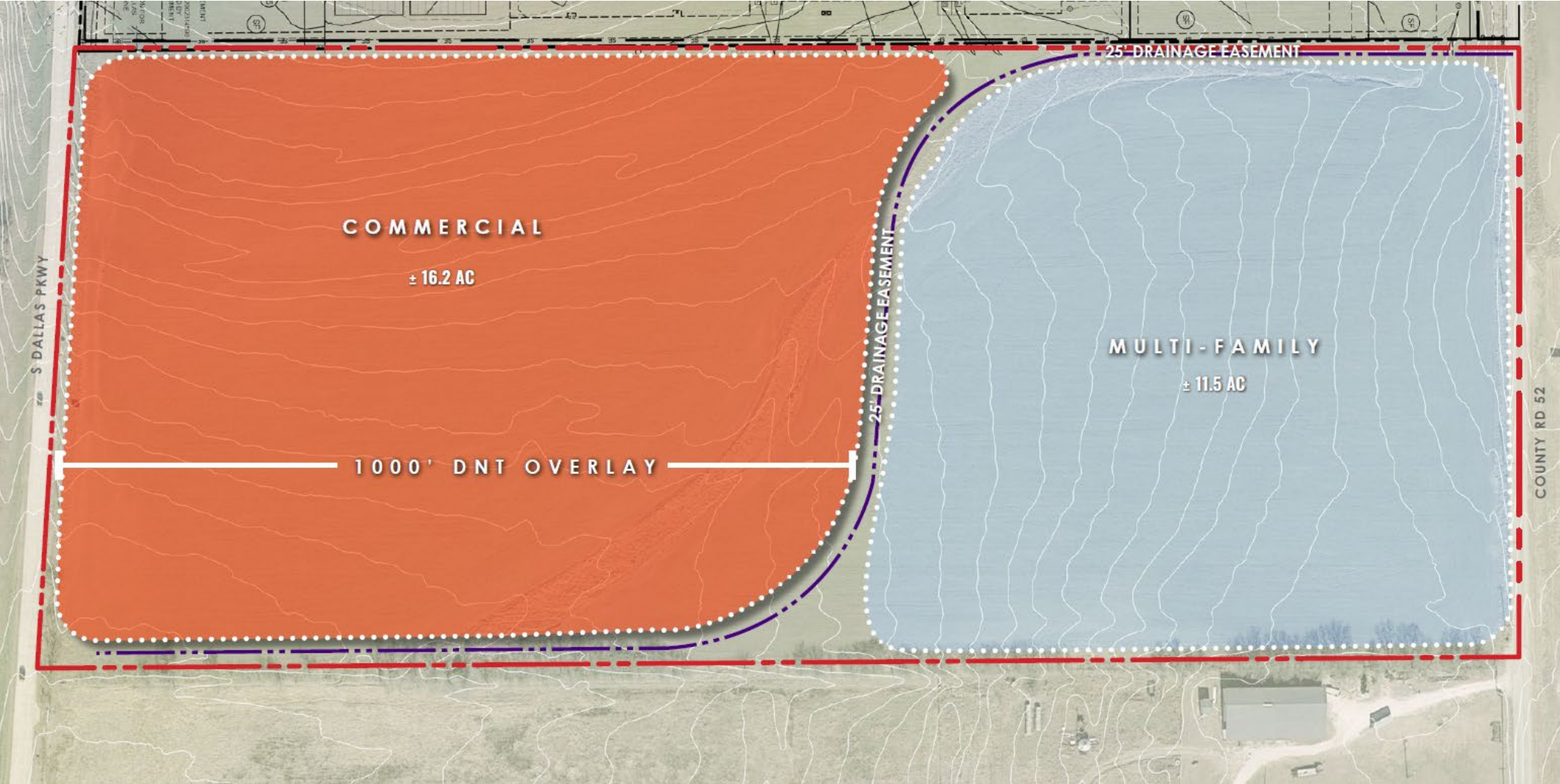
REGIONAL MIXED-USE 1 (RMU1)

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 (i.e., held back) by existing subdivisions in the area

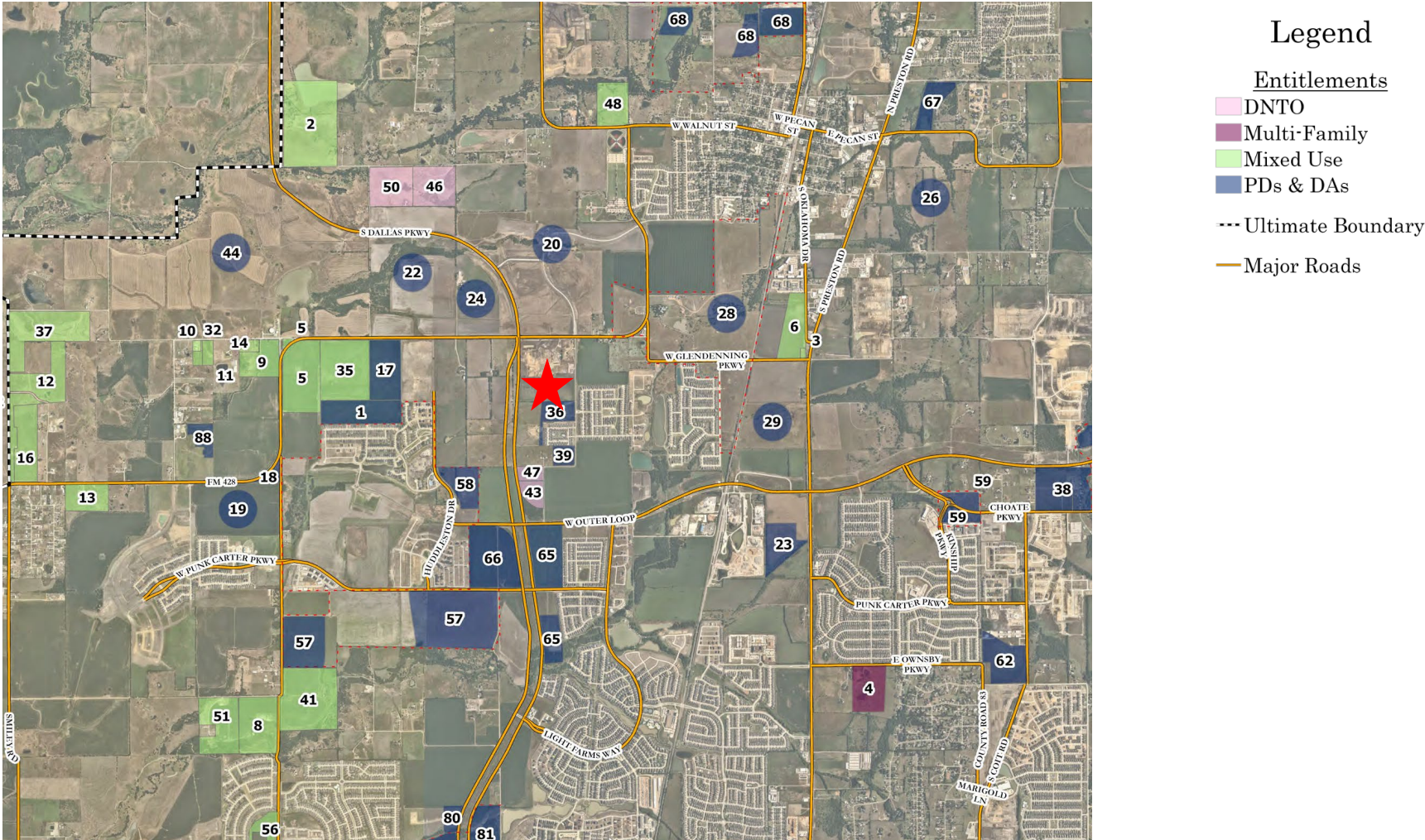
PROPOSED LAND PLAN



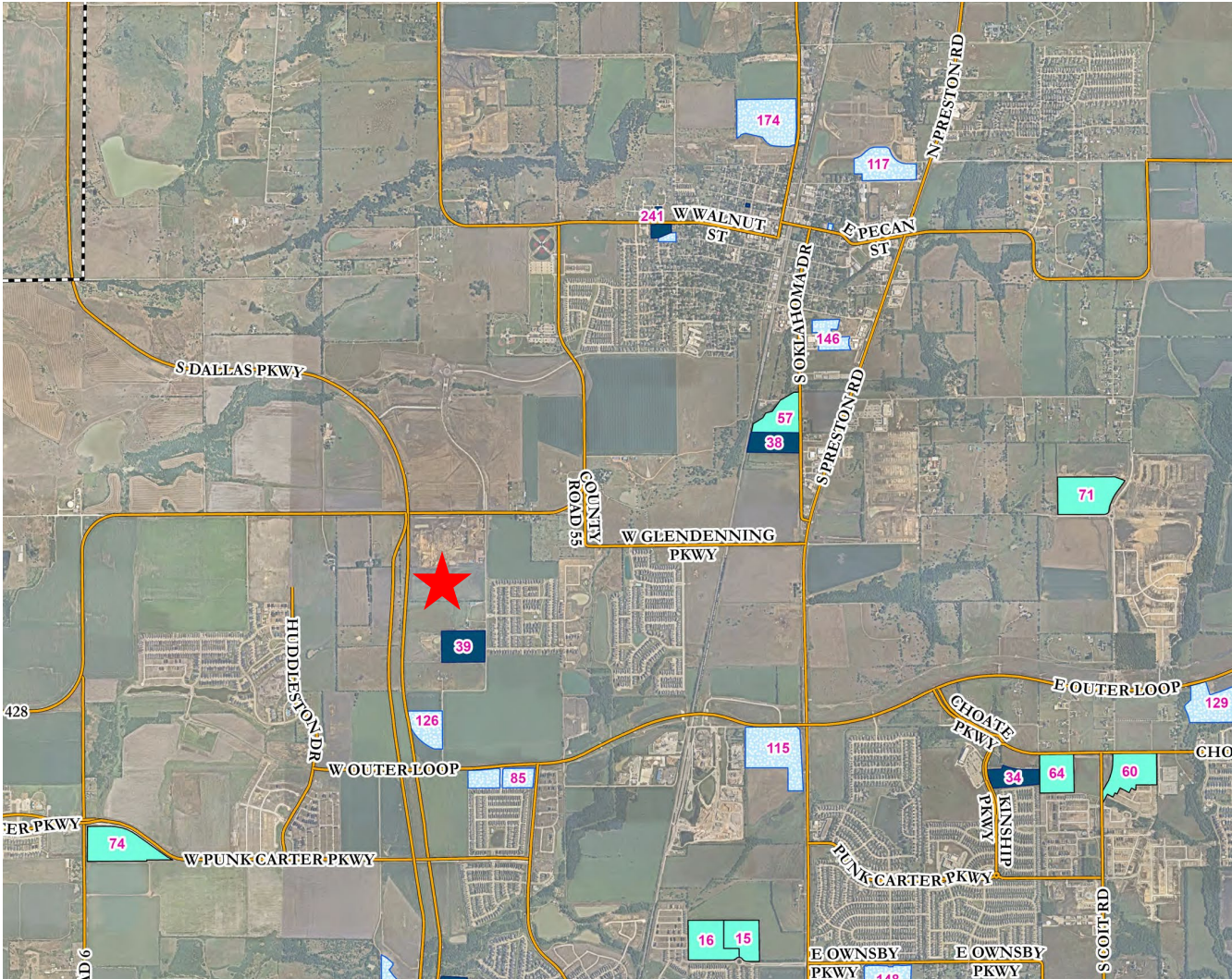
POLICY CONSIDERATIONS

- 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 10th day of October, 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

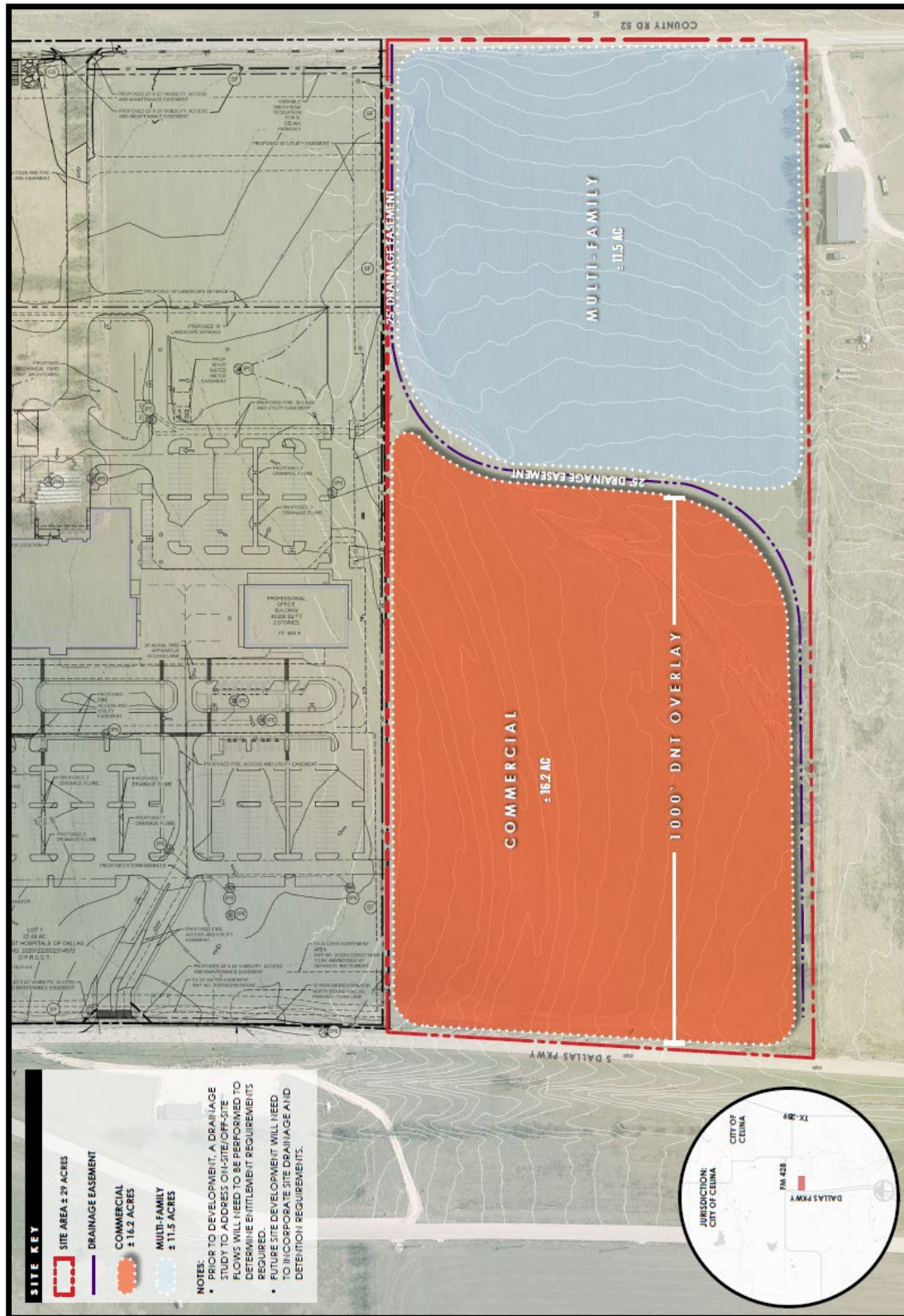


Exhibit D
Development Standards

The property is zoned Planned Development (PD) with a base zoning of the Dallas North Tollway Overlay District (DNTD).

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 compatibility 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. DNTD: Surface parking shall be allowed.



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: Karla Stovall, Interim City Manager
Date: October 10, 2023
Re: Oaks Ranch – C-3 Expedited Annexation

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 16 acres; generally located west of FM 455 and approximately 1,220 feet south of future O'Brien Drive, within the Extraterritorial Jurisdiction (ETJ). (Oaks Ranch – C-3 Expedited Annexation) (Mohan)

Background Information:

The request is to annex approximately 16 acres; generally located west of FM 455 and approximately 1,220 feet south of future O'Brien Drive. Please refer to the attached documents as well as the associated zoning agenda item for further information.

Legal Review:

N/A

Supporting Documents:

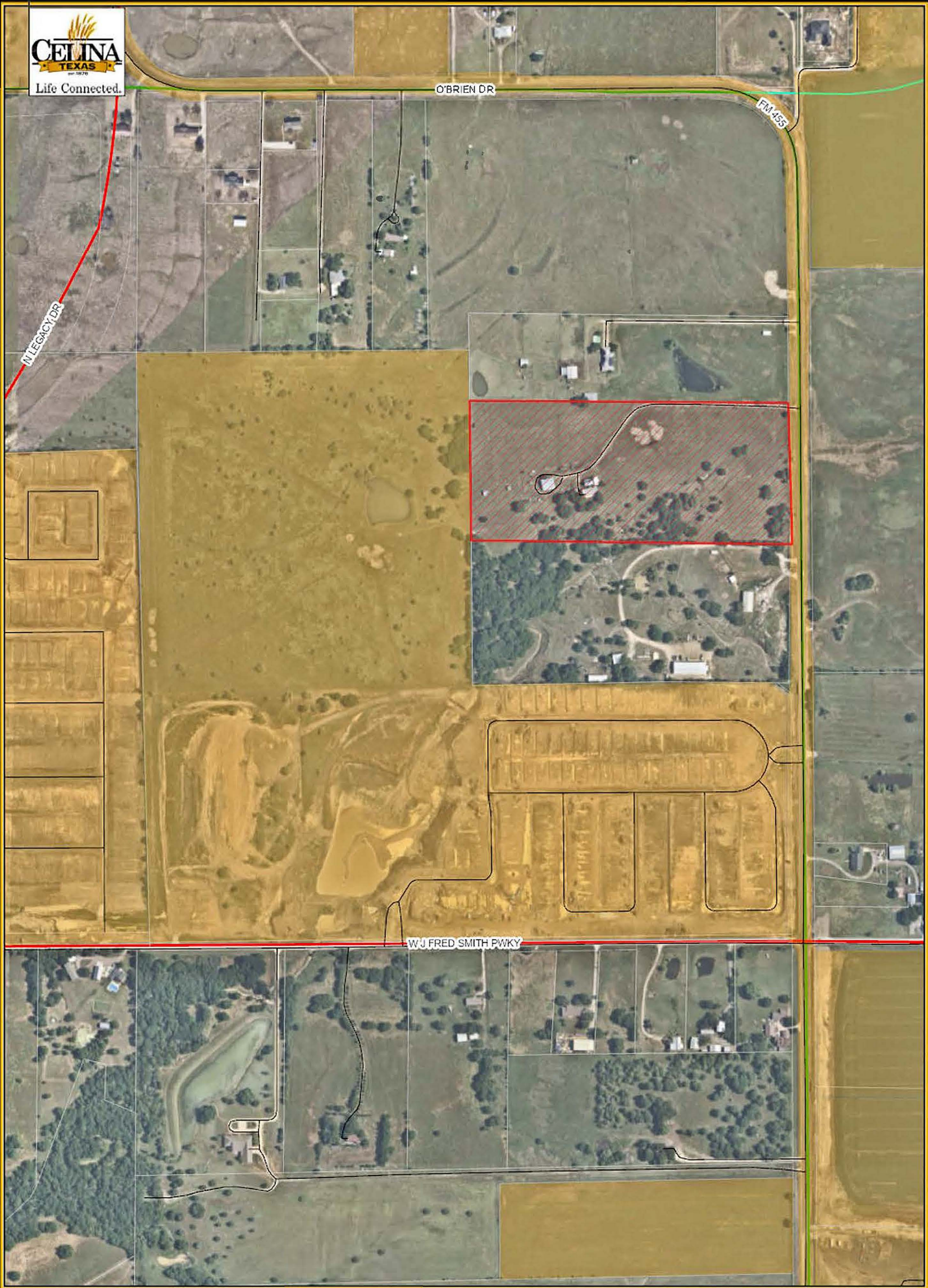
1. Location Map
2. Staff Presentation
3. Draft Ordinance

Financial Consideration:

N/A

Staff Recommendation:

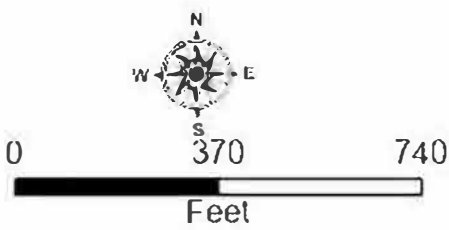
Staff recommends approval.



Legend

-  Subject Property
-  City Limits
-  Roads
-  Parcels

**Oaks Ranch
Location Map
City of Celina**

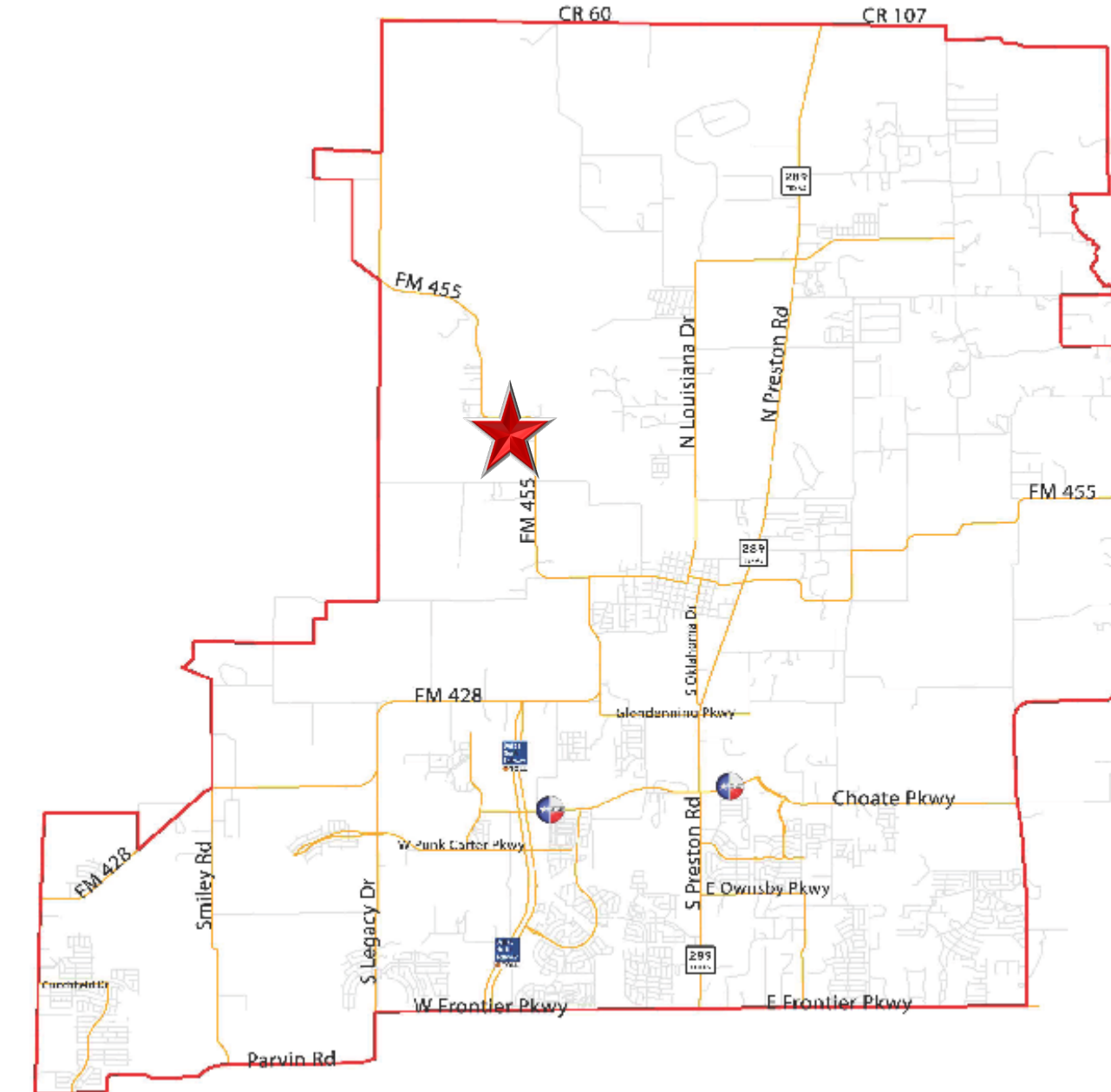


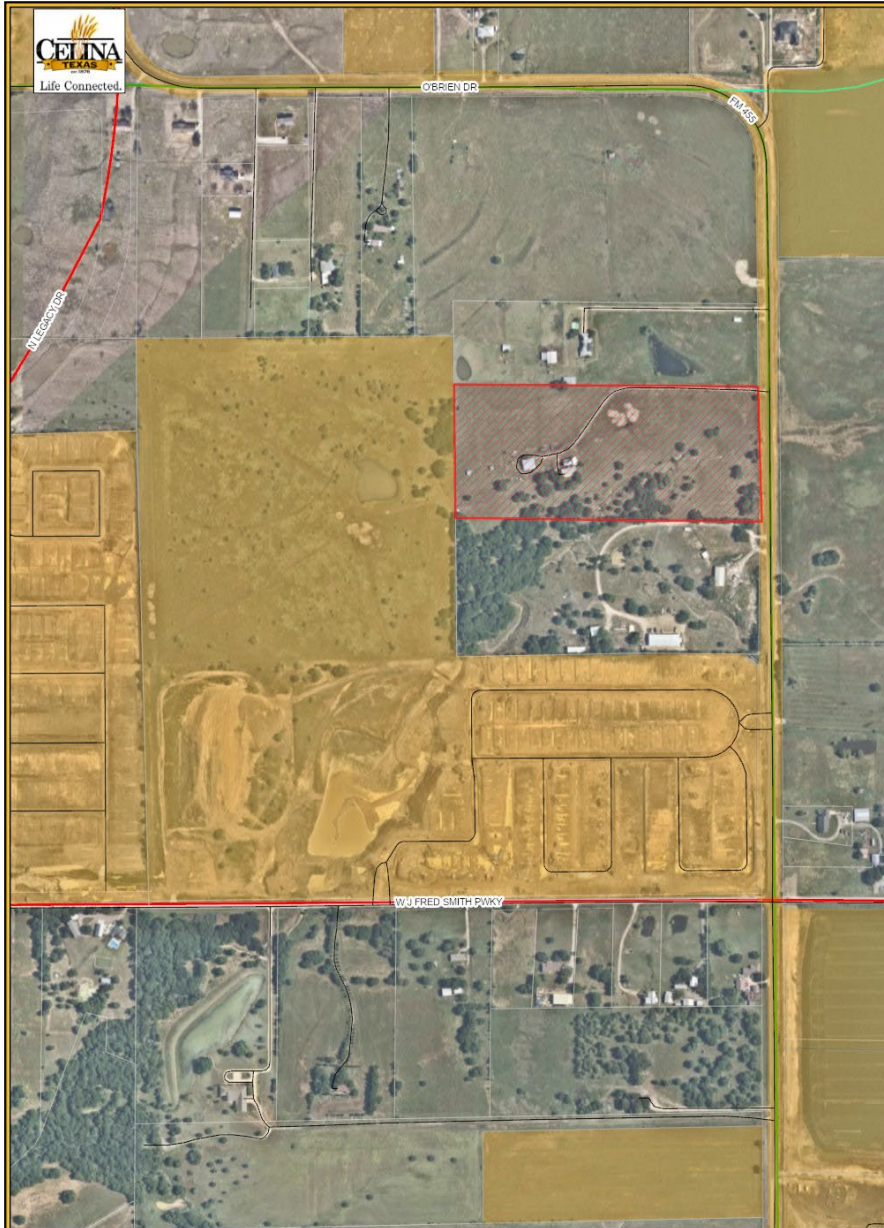
OAKS RANCH DEVELOPMENT

Annexation & PD Zoning

City Council
October 10, 2023







LOCATION MAP

The subject property is generally located west of FM 455, between future O'Brien Drive and J. Fred Smith Parkway

BACKGROUND

- The subject property is approximately 16 acres
- The subject property is currently within the Extraterritorial Jurisdiction (ETJ)
- A pre-annexation agreement exists on the property, which would expire in August 2035
- The applicant's proposal is to annex and zone the property to a Planned Development (PD) with a base zoning of Commercial, Office, & Retail District (C) and Single-Family Residential, Attached District (SF-A)

POLICY CONSIDERATIONS

- The associated annexation brings 16 acres into the City Limits
- City standards will apply
- The two proposed uses (townhomes and/or commercial) allow for flexibility
- Although multi-family was initially discussed as an option, staff discouraged the use
- Townhomes (SF-A) are a single-family product type with individually platted lots (not multi-family), that can be owner-occupied and homesteaded

RECOMMENDATION

- The Planning & Zoning Commission discussed how the property seems “*way out there*” today, but also noted that new development is already surrounding the property
- P&Z liked how townhomes were not a type of multi-family product, could be owner-occupied, and were a good mid-block option
- P&Z believed it was important for the subject property to be regulated by being within City Limits
- P&Z unanimously recommended approval of the proposed zoning at its regular meeting in September
- Staff recommends approval as presented

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2023-_____
OAKS RANCH**

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 16 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED WEST OF FM 455 AND APROXIMATELY 1,220 FEET SOUTH OF FUTURE O’BRIEN DRIVE, 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 10th day of October, 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, 25th day of September, 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, 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 10th day of October, 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

Situated in Collin County, Texas, a part of the J. E. Heath Survey, Abstract #327 and being a part of a 100 acre tract as described in a deed from P.R. Hamilton to C.L. McKeever, dated June 5, 1967 and recorded in Volume 691, Page 550 of the Collin County Deed records and being more particularly described by metes and bounds as follows:

BEGINNING at an iron stake in the most Easterly west line of the said tract. Said stake bears North 1 deg. 37 min. West a distance of 570.6 ft. from the most Southerly southwest corner of the said tract;

THENCE North 1 deg. 37 min. West with an established fence a distance of 552.8 ft. to an iron stake;

THENCE North 89 deg. 32 min. East a distance of 1259.6 ft. to an iron stake in the West right of way line of F.M. Hwy. #455;

THENCE in a Southerly direction with the West right of way line of the said Highway as follows:

South 1 deg. 23 min. East a distance of 457.6 ft. to an iron stake;

North 88 deg. 37 min. East a distance of 10 ft. to a pole;

South 1 deg. 23 min. East a distance of 95.3 ft. to an iron stake;

South 89 deg. 32 min. West a distance of 1267.3 ft. to the PLACE OF BEGINNING,
CONTAINING 16.00 acres of land.

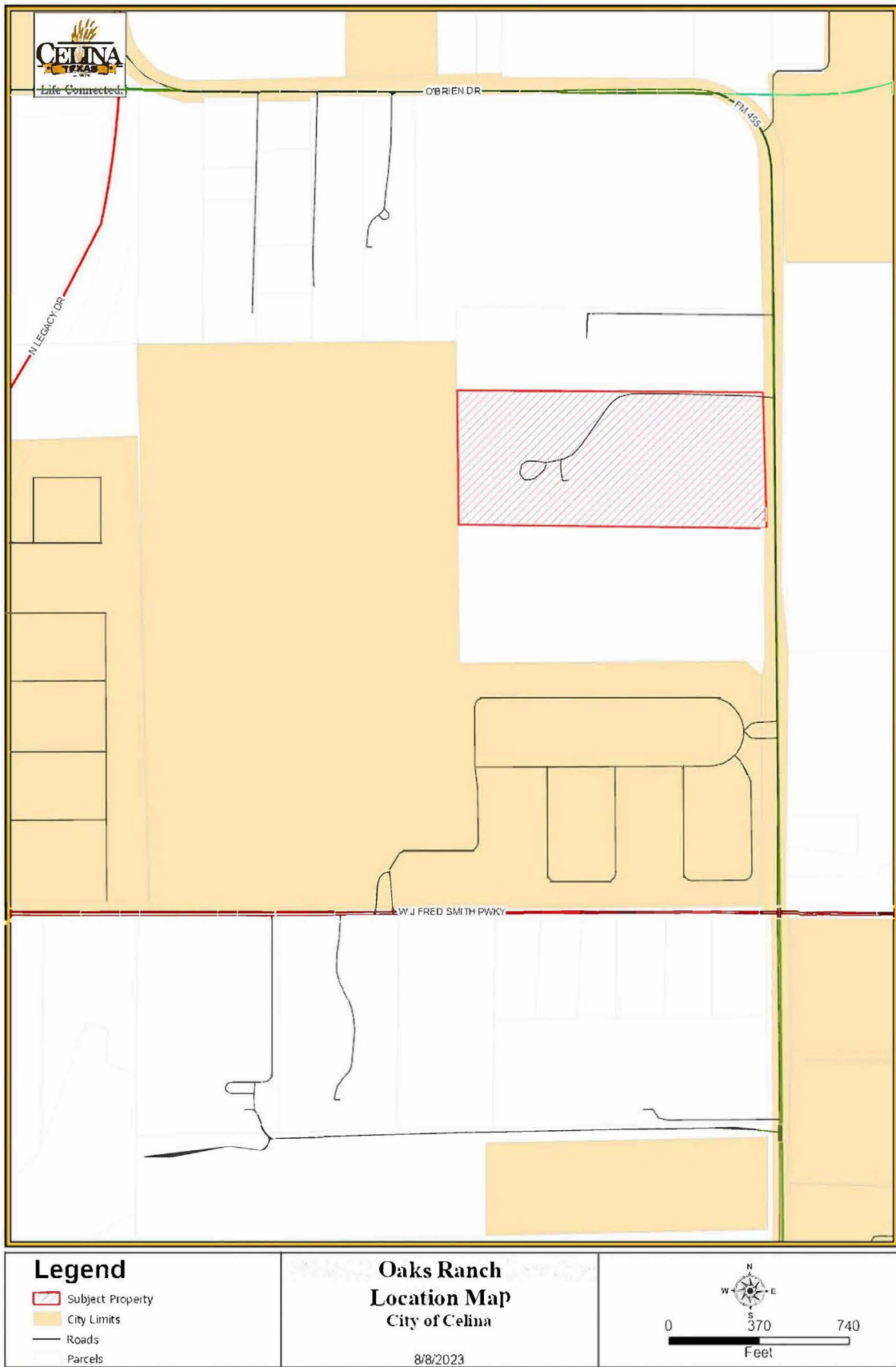


Exhibit “B”
Substance from body of executed Service Agreement for C-3 Annexed Property

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: Dustin McAfee, Executive Director of Development Services
CC: Karla Stovall, Interim City Manager
Date: October 10, 2023
Re: Oaks Ranch – PD Zoning

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 16 acres to a Planned Development (PD) with Commercial, Office, & Retail District (C) and Single-Family Residential, Attached District (SF-A) base zoning; generally located west of FM 455 and approximately 1,220 feet south of future O'Brien Drive. (Oaks Ranch – PD Zoning) (Mohan)

Background Information:

The request is to zone approximately 16 acres to a Planned Development (PD) with Commercial, Office, & Retail District (C) and Single-Family Residential, Attached District (SF-A) base zoning, in order to develop a residential neighborhood and/or commercial uses. Please refer to the attached documents as well as the associated annexation agenda item for further information.

Legal Review:

N/A

Supporting Documents:

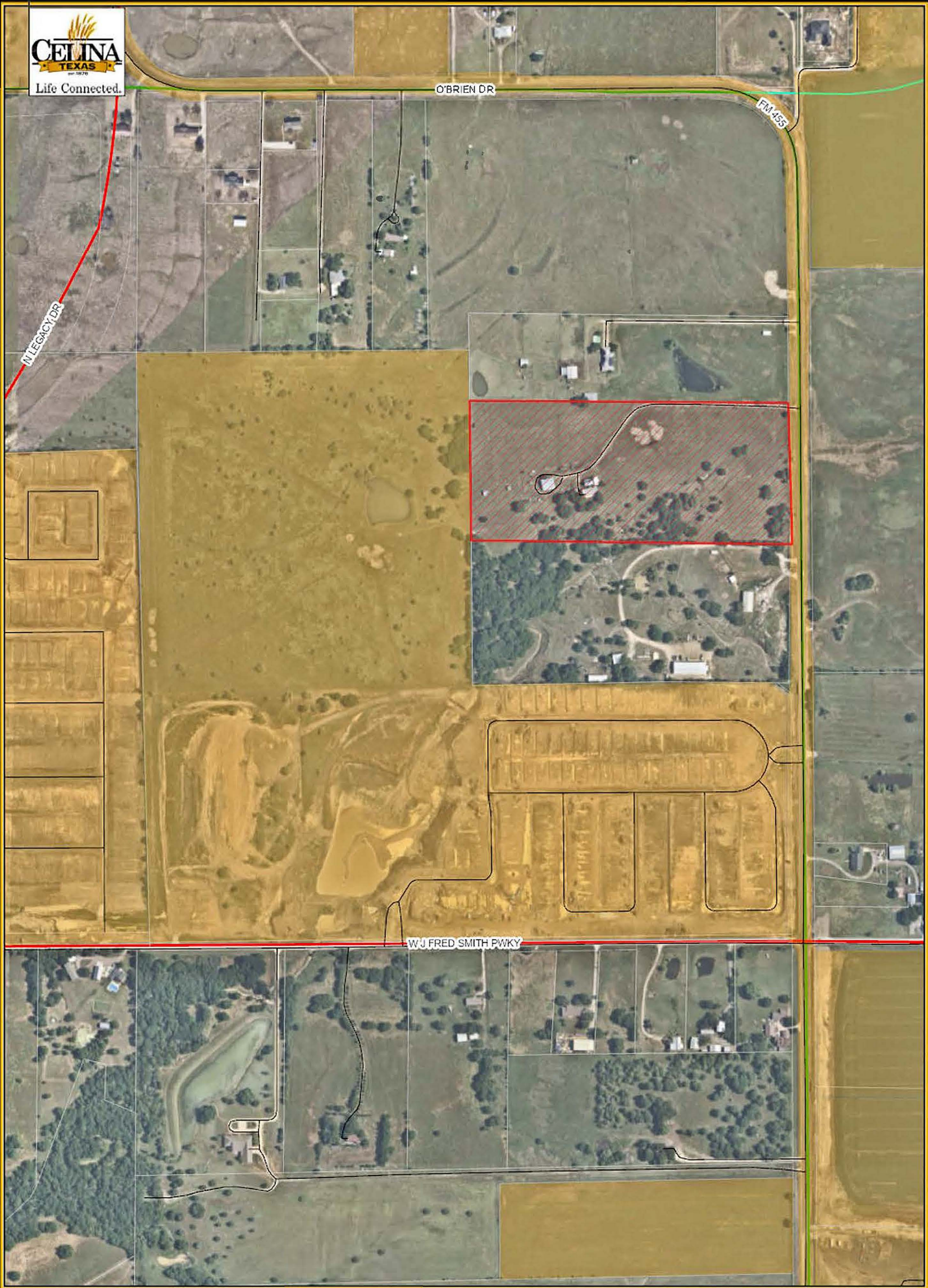
1. Location Map
2. Draft Ordinance

Financial Consideration:

N/A

Staff Recommendation:

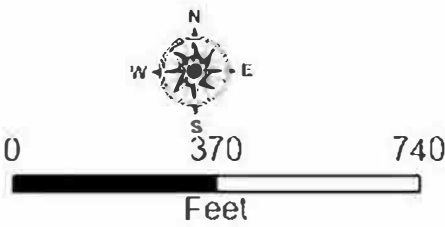
Staff recommends approval as presented.



Legend

-  Subject Property
-  City Limits
-  Roads
-  Parcels

**Oaks Ranch
Location Map
City of Celina**



CITY OF CELINA, TEXAS
ORDINANCE 2023-_____
OAKS RANCH
PLANNED DEVELOPMENT #147

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 16 ACRES LOCATED IN THE J. E. HEATH SURVEY, ABSTRACT NO. 327, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF FM 455 AND APPROXIMATELY 1,220 FEET SOUTH OF FUTURE O'BRIEN DRIVE; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 147 WITH A BASE ZONING OF COMMERCIAL, OFFICE, & RETAIL DISTRICT (C) 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, 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 Development Regulations, set forth in Exhibit "C", 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. 147 with a base zoning of Commercial, Office, & Retail District (C) 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: | 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 No. 147 with a base zoning of Commercial, Office, & Retail District (C) and Single-Family Residential, Attached District (SF-A), and incorporates the Development Regulations, attached hereto as Exhibit "C".

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 10th day of October, 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

Situated in Collin County, Texas, a part of the J. E. Heath Survey, Abstract #327 and being a part of a 100 acre tract as described in a deed from P.R. Hamilton to C.L. McKeever, dated June 5, 1967 and recorded in Volume 691, Page 550 of the Collin County Deed records and being more particularly described by metes and bounds as follows:

BEGINNING at an iron stake in the most Easterly west line of the said tract. Said stake bears North 1 deg. 37 min. West a distance of 570.6 ft. from the most Southerly southwest corner of the said tract;

THENCE North 1 deg. 37 min. West with an established fence a distance of 552.8 ft. to an iron stake;

THENCE North 89 deg. 32 min. East a distance of 1259.6 ft. to an iron stake in the West right of way line of F.M. Hwy. #455;

THENCE in a Southerly direction with the West right of way line of the said Highway as follows:
South 1 deg. 23 min. East a distance of 457.6 ft. to an iron stake;
North 88 deg. 37 min. East a distance of 10 ft. to a pole;
South 1 deg. 23 min. East a distance of 95.3 ft. to an iron stake;
South 89 deg. 32 min. West a distance of 1267.3 ft. to the PLACE OF BEGINNING,
CONTAINING 16.00 acres of land.

Exhibit B Depiction of Property

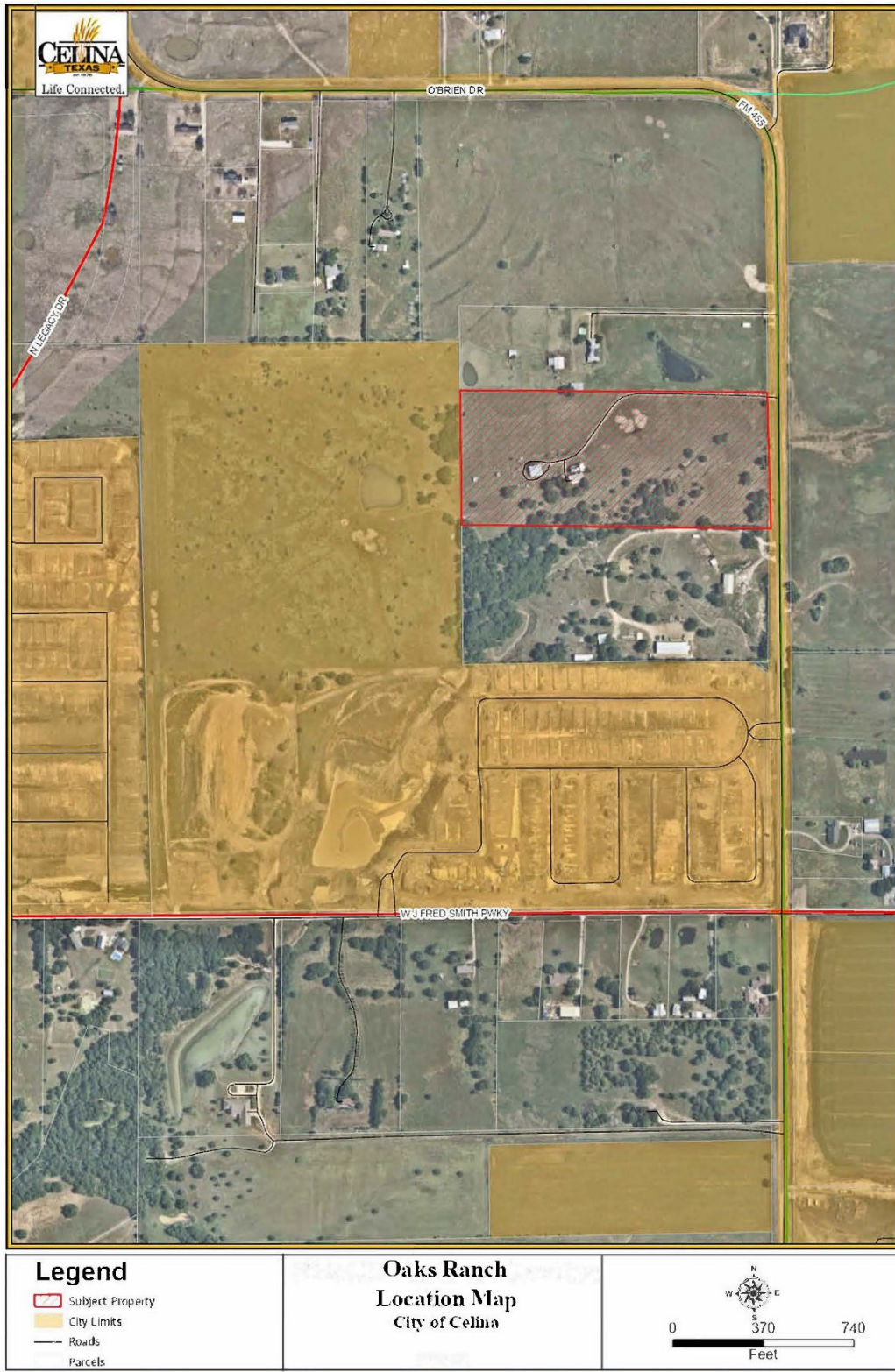


Exhibit C
Development Regulations

The property is zoned Planned Development (PD) with a base zoning of Commercial, Office, & Retail District (C) and Single-Family Residential, Attached District (SF-A).

The subject property shall conform to all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City Ordinances, as may be amended.



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: Karla Stovall, Interim City Manager
Date: October 10, 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 Coit Road and the Collin County Outer Loop, within the City Limits. (Stone Tract Resubmittal – PD Zoning) (McAfee)

Background Information:

The request is to rezone 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:

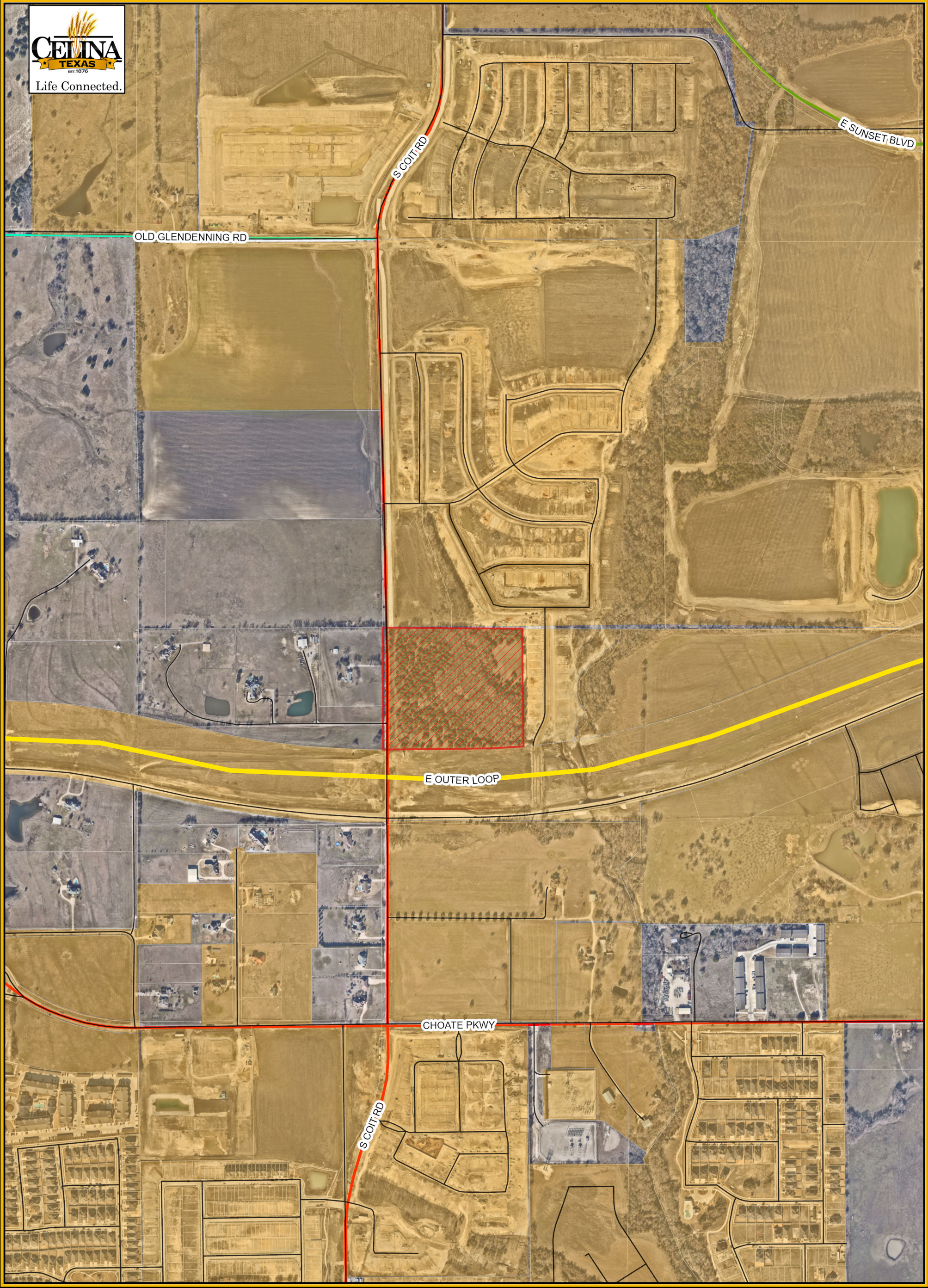
1. Location Map
2. Staff Presentation
3. Draft Ordinance

Financial Consideration:

N/A

Staff Recommendation:

N/A

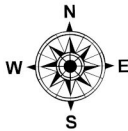


Legend

-  Subject Property
-  City Limits
-  Roads
-  Parcels

**Stone Tract
Location Map
City of Celina**

5/30/2023



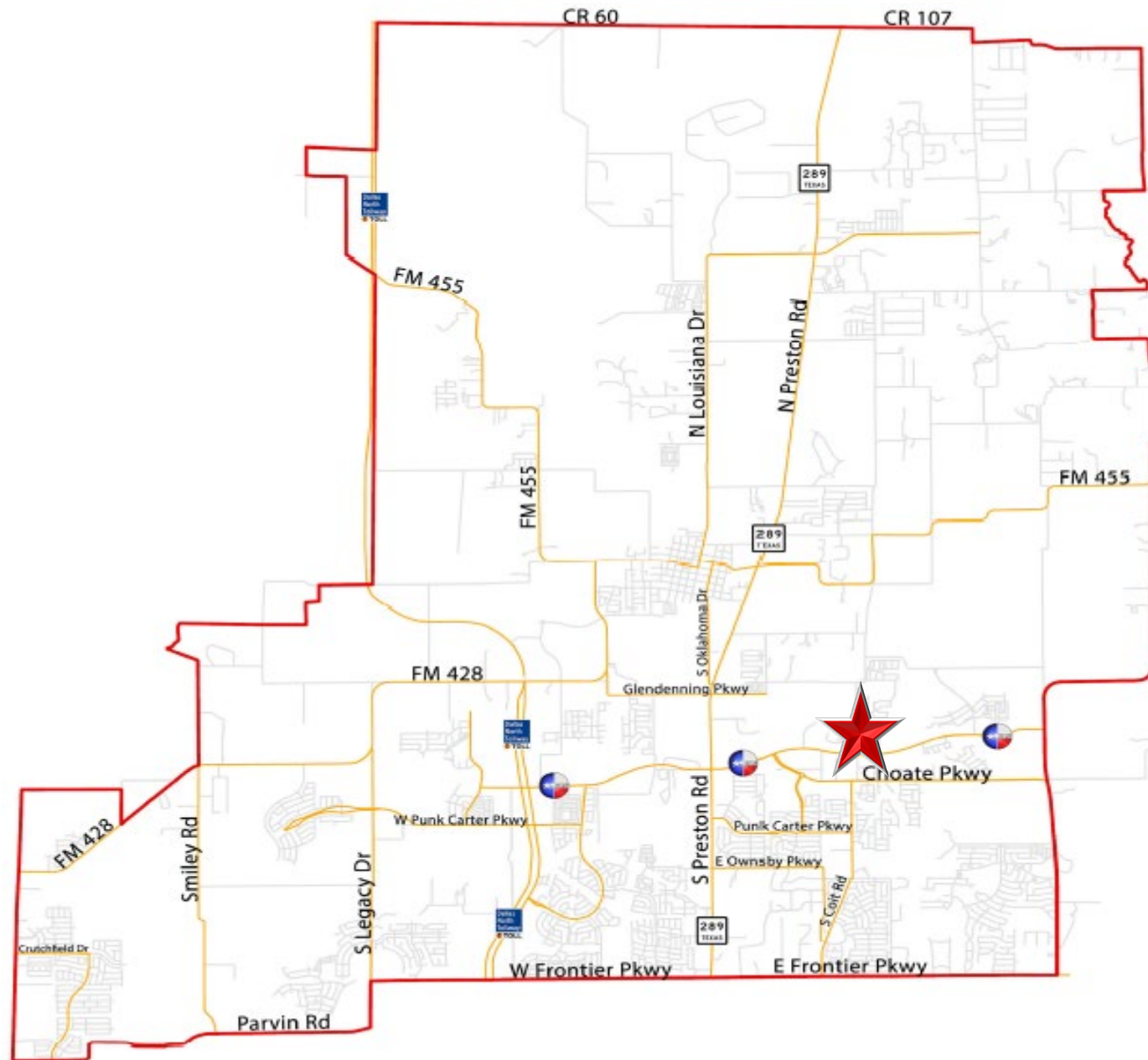
0 500 1,000 Feet

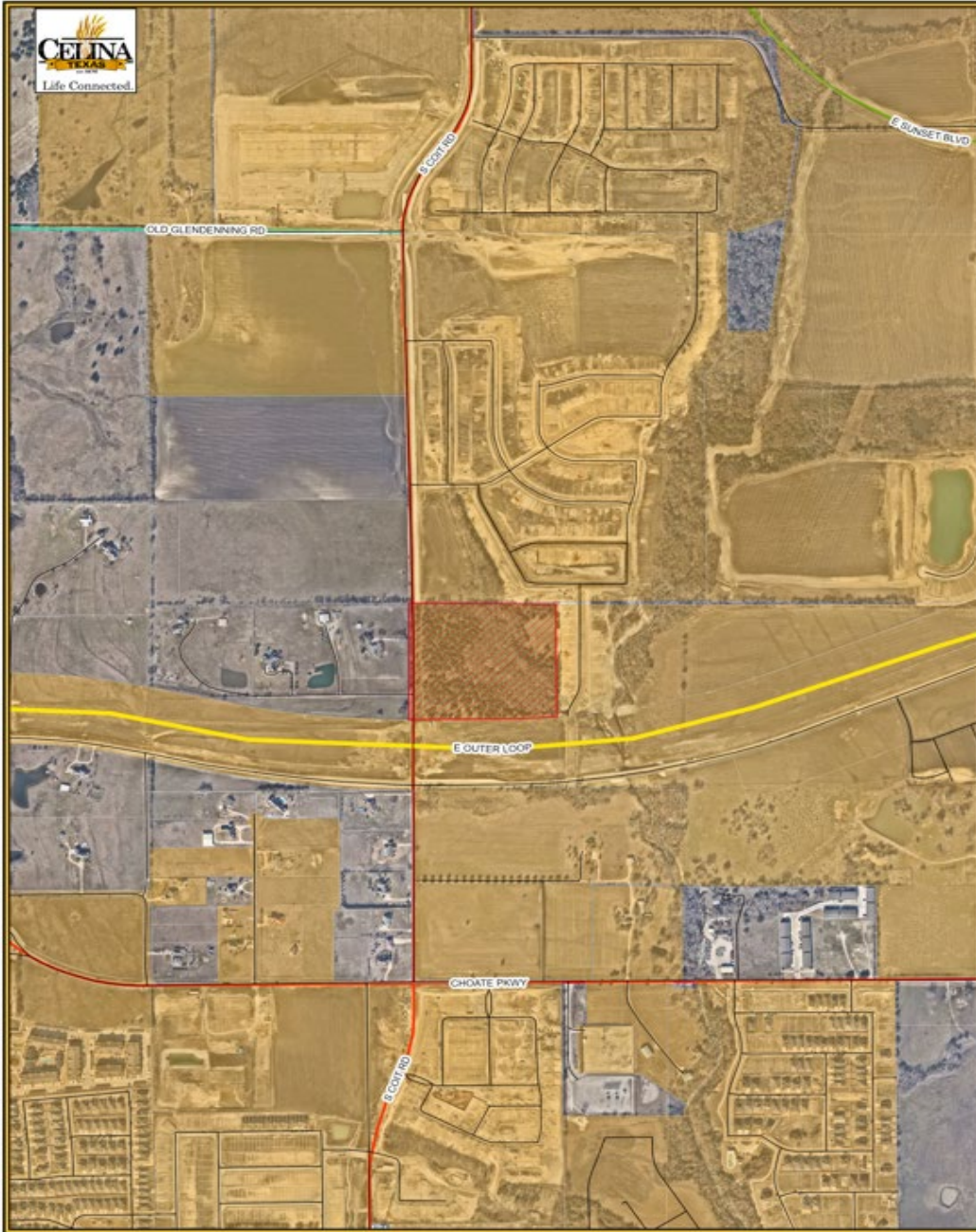
STONE TRACT RESUBMITTAL

PD Zoning

City Council
October 10, 2023







LOCATION MAP

The subject property is generally located at the northeast corner of future Coit Road and the Collin County Outer Loop

BACKGROUND

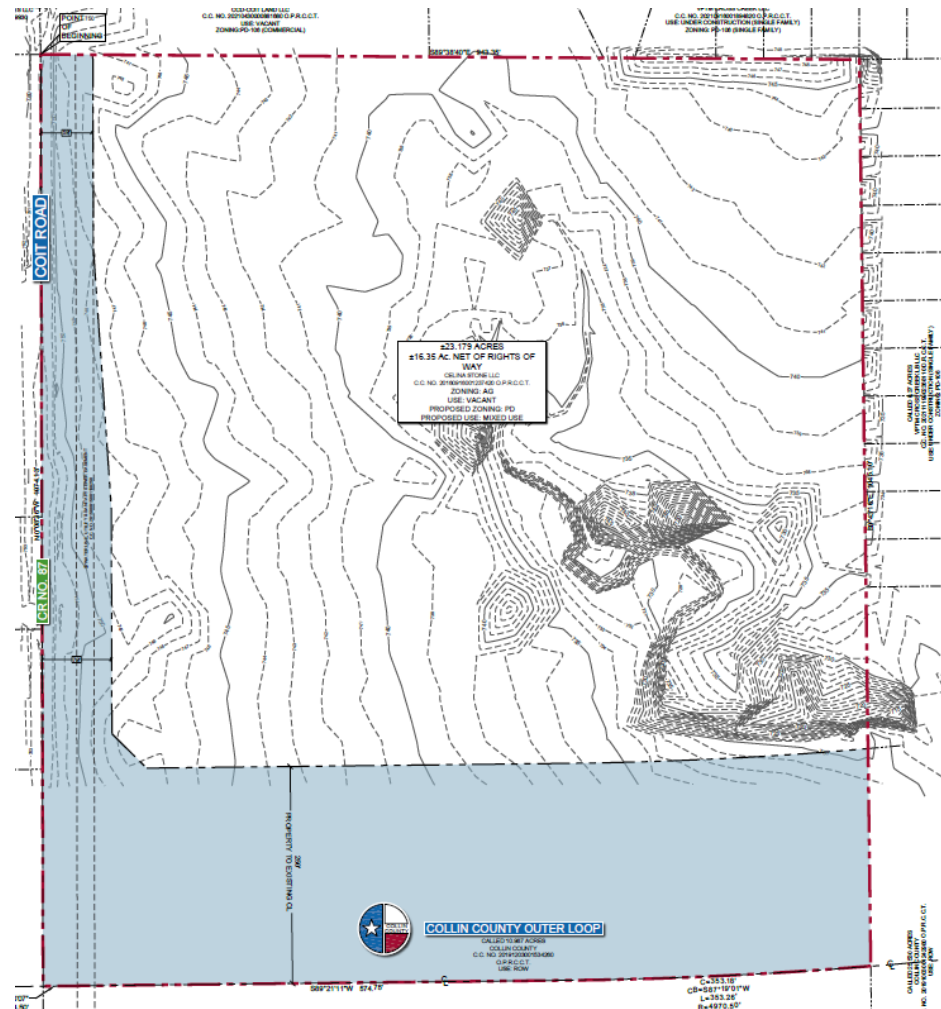
- The subject property is approximately 18 acres
- The property was annexed into City Limits and zoned Agricultural District (AG) in 2022
- The applicant is proposing a base zoning of the Collin County Outer Loop Overlay District (CCOLO) with Commercial, Office, & Retail District (C), and Multi-Family, 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

PROJECT OVERVIEW

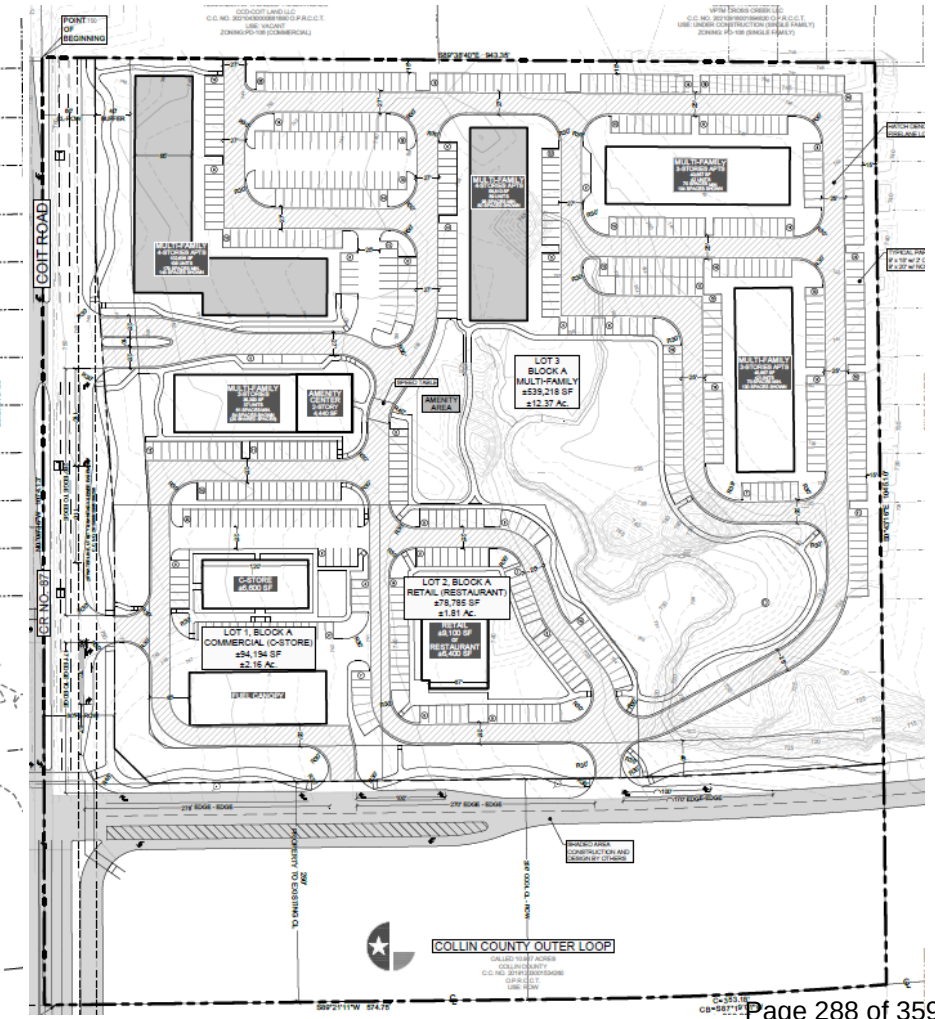
The property's developable area is reduced due to the following:

- 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

Land Survey:



Concept Plan:



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

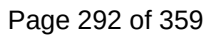
- The applicant is requesting a 60' building setback and a 15' landscape buffer adjacent to single-family residential (to the north and east)
- Regional standard is a 20' building setback and a 10'-15' landscape buffer
- City standard:

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

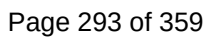
POLICY CONSIDERATIONS

- 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



10



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 10th day of October, 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

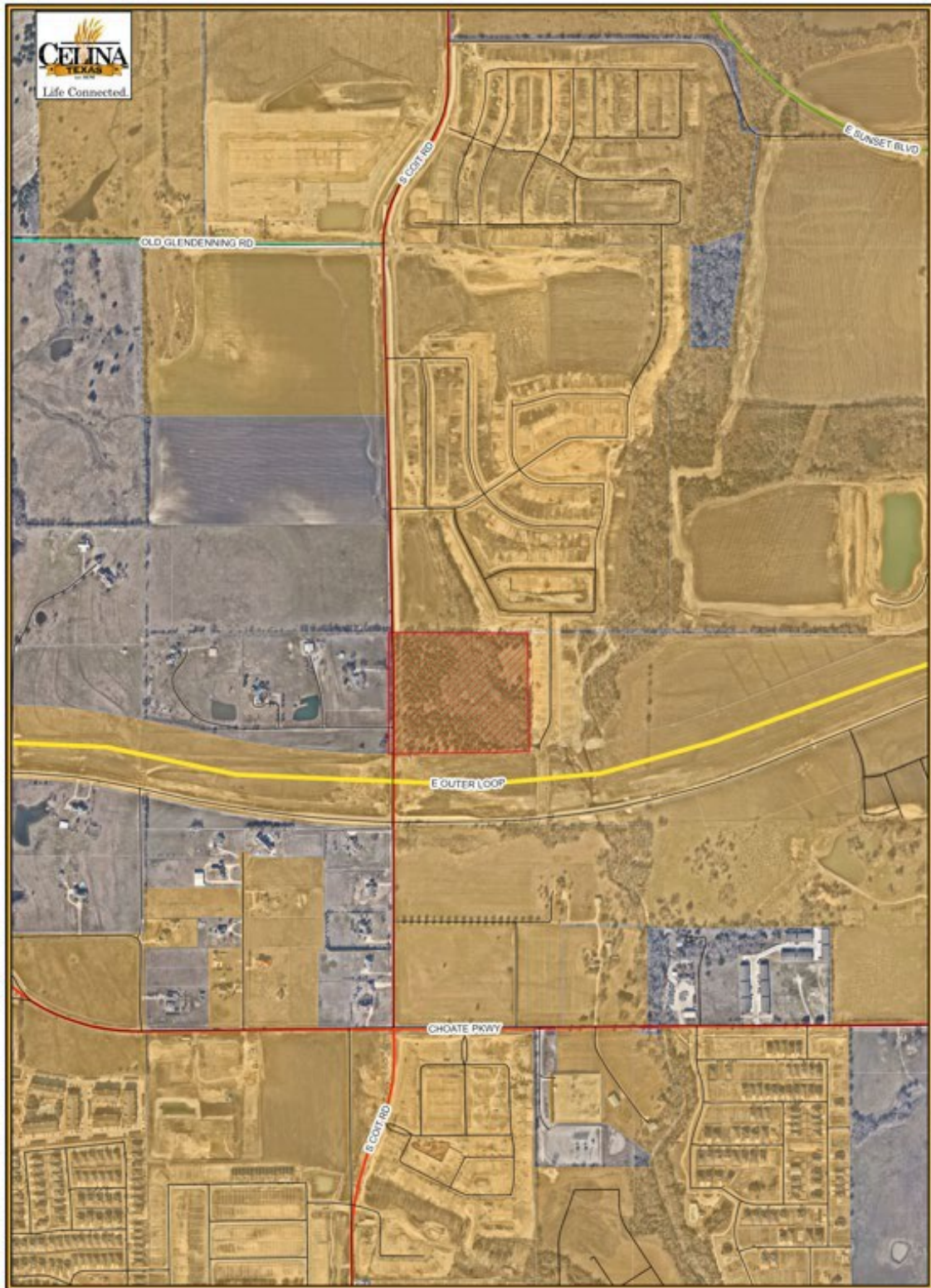


Exhibit C

Concept Plan



EXHIBIT C
Stone Eighteen
2-RETAIL / COMMERCIAL LOTS AND 1-MULTI FAMILY LOT ON
APPROXIMATELY 23.175 ACRES IN THE LEVIN ROUTH SURVEY
ABSTRACT N.6775 IN THE CITY OF CELINA,
COLLIN COUNTY, TEXAS

COLLIN COUNTY, TEXAS

OWNER/APPLICANT:
Elevated Properties
Curtis J. Nicholson
1341 S Preston Rd
Dallas, TX 75089
P (972) 345-3344
E crnicholson@elevated.com

ENGINEER/SUPERVISOR:
Kutley-Horn & Associates
State of Texas Registration No. F-428
6150 Wrentham Parkway
Suite 210
Frisco, TX 75034
P (972) 335-3580
Contact: Frank Alford, PE

Kimley»»Horn
Contact: Frank Abbott, PE
May 2023

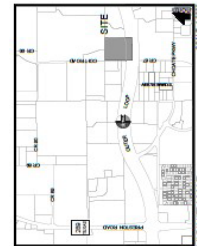
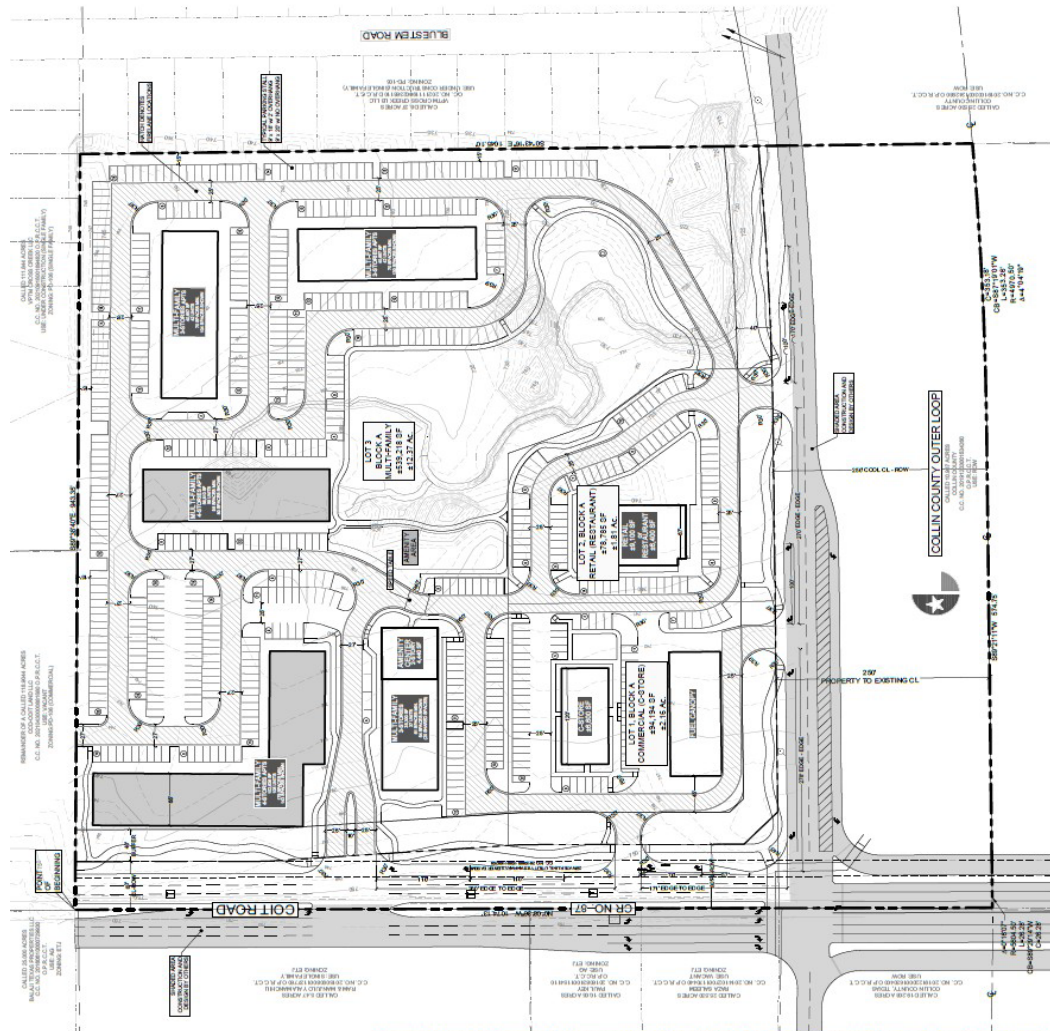
[illegible]

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: Dustin McAfee, Executive Director of Development Services
CC: Karla Stovall, Interim City Manager
Date: October 10, 2023
Re: Legacy Hills Remainder – C-3 Expedited Annexation

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 119 acres; generally located north and south of future O'Brien Drive and approximately 1,150 feet west of future Legacy Drive, within the Extraterritorial Jurisdiction (ETJ). (Legacy Hills Remainder – C-3 Expedited Annexation) (Mohan)

Background Information:

The request is to annex approximately 119 acres; generally located north and south of future O'Brien Drive and approximately 1,150 feet west of future Legacy Drive. Please refer to the attached documents as well as the associated 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.

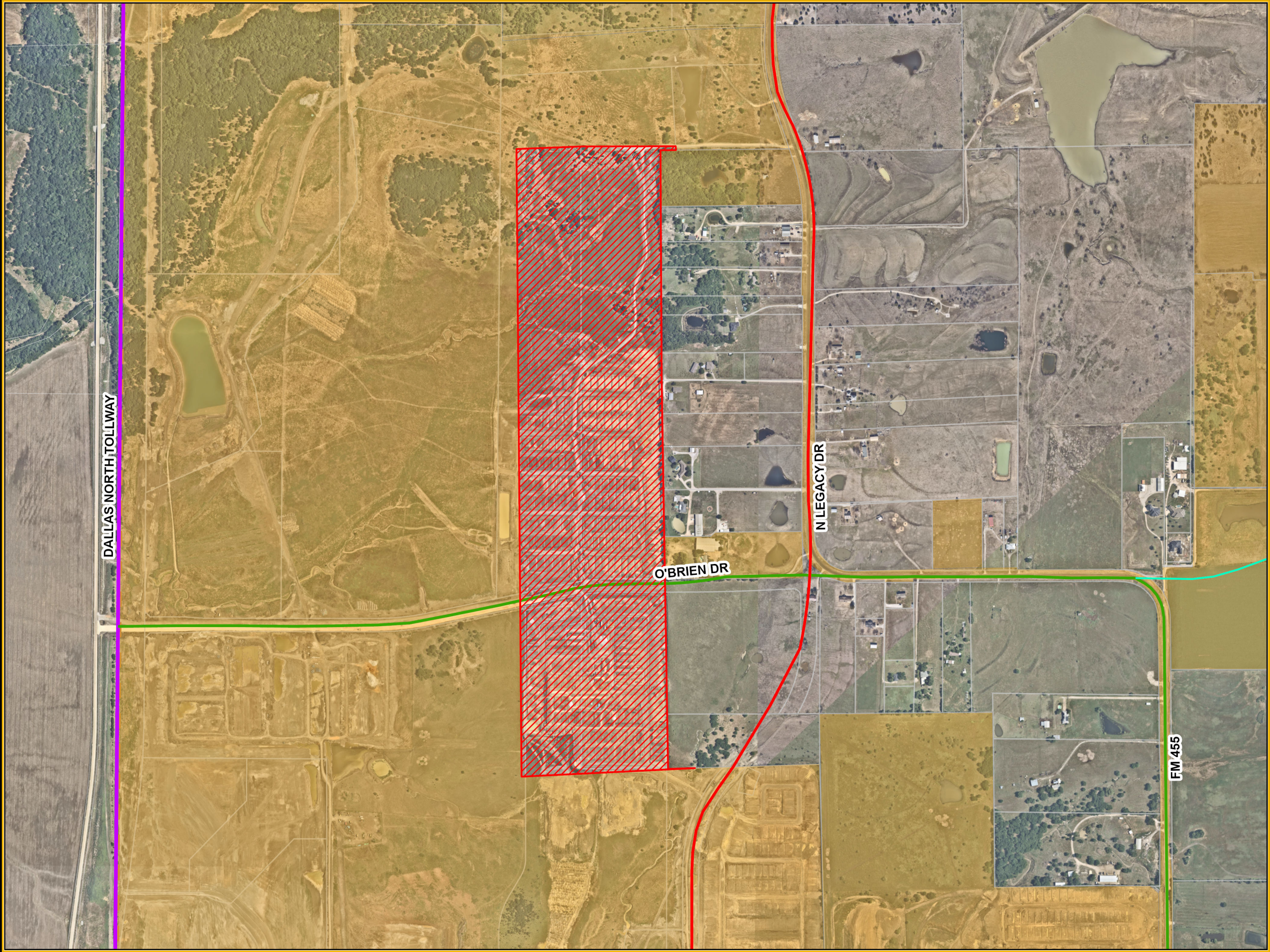
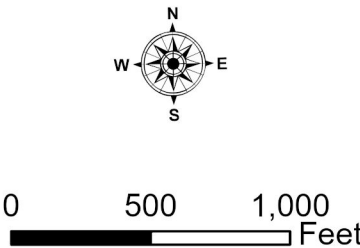


Exhibit
City of Celina

- Legend**
- City Limits
 - Parcels
 - Legacy Hills Remainder
- Thoroughfare Plan**
- 2LC 60' - 80' ROW***
 - 4/6LD 100' ROW*
 - 4LD 90' - 100' ROW*
 - 6LD 140' ROW*
 - 6LD 120' ROW*
 - 6LD ALT 120' ROW*
 - Freeway/Tollway 400' ROW
 - Outer Loop 500' ROW

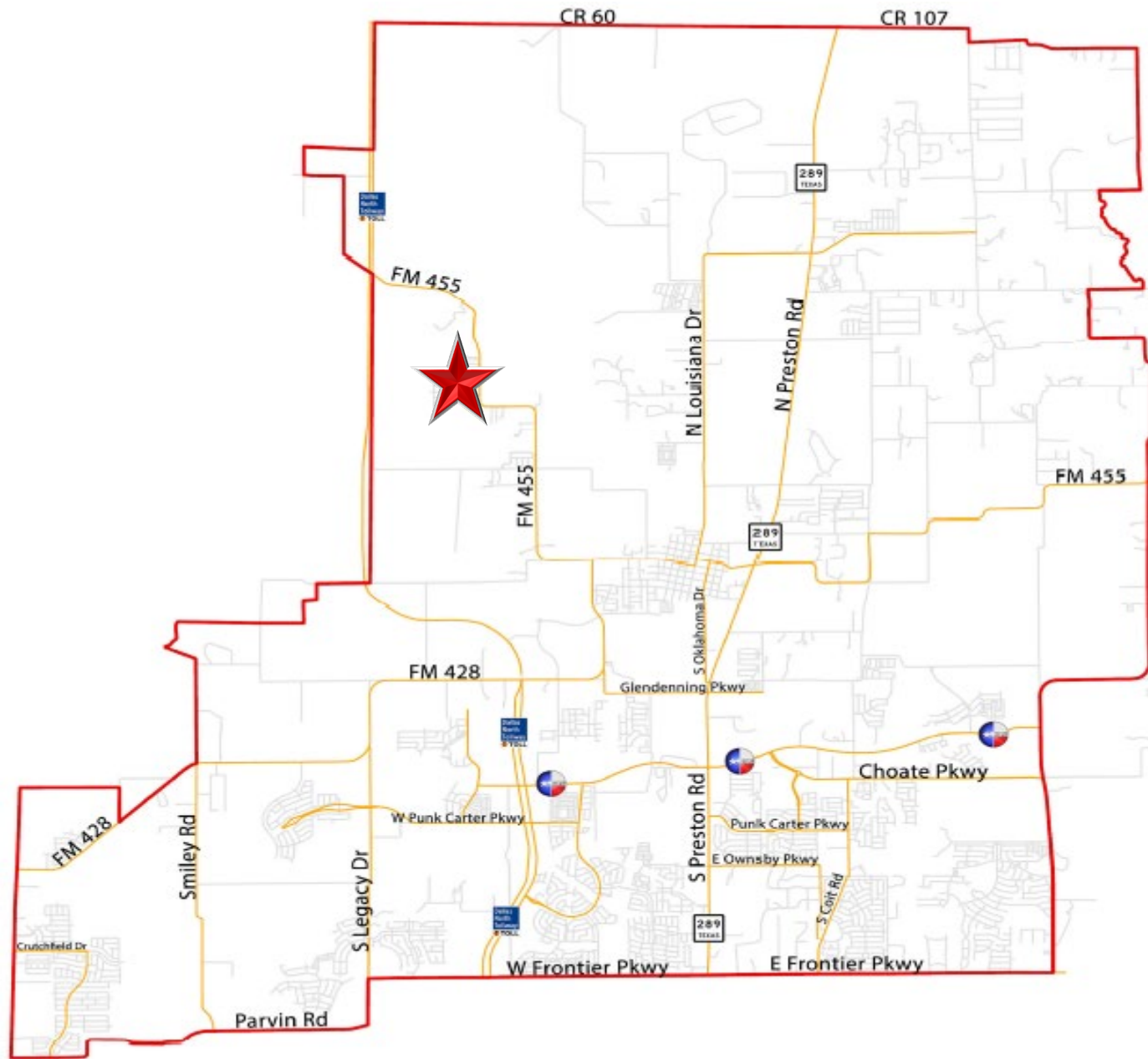


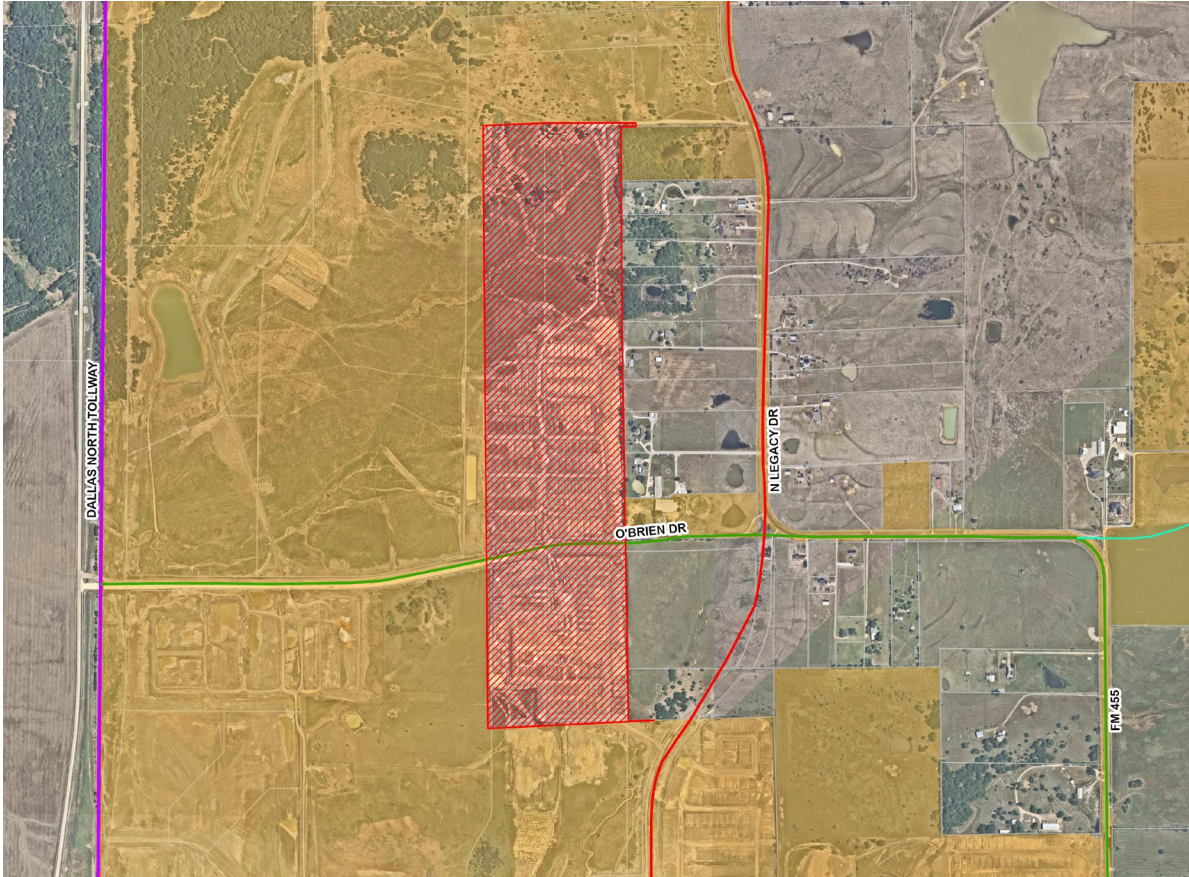
LEGACY HILLS REMAINDER

Annexation & PD Zoning

City Council
October 10, 2023







LOCATION MAP

The subject property is generally located west of Legacy Drive and north and south of future O'Brien Drive, within the Legacy Hills development

BACKGROUND

- The subject property is approximately 119 acres and currently within the Extraterritorial Jurisdiction (ETJ)
- Legacy Hills was originally annexed in October 2010. However, it was recently discovered that this portion of the property was not included in the original annexation, which is the reason for the request
- The subject property was included in the 2020 Development Agreement for Legacy Hills, which requires its annexation and zoning

POLICY CONSIDERATIONS

- The proposed zoning matches the governing PD for Legacy Hills
- The subject property is included in the Development Agreement for Legacy Hills
- The proposed annexation and zoning is in conformance with the governing Development Agreement

RECOMMENDATION

- There was no public feedback at the public hearing
- The Planning & Zoning Commission inquired about the metes and bounds error from the 2010 legal description, which erroneously omitted the subject property
- P&Z unanimously recommended approval at its regular meeting in October
- Staff recommends approval as presented, per the governing DA

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2023-_____
LEGACY HILLS REMAINDER**

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 119 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED NORTH AND SOUTH OF FUTURE O’BRIEN DRIVE AND APPROXIMATELY 1,150 FEET WEST OF FUTURE LEGACY DRIVE, 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 10th day of October, 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, 25th day of September, 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, 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 10th day of October, 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

Starting at the most Northeasterly Point of PROP ID: 2840566 (Owner Name – Beazer Homes Texas LP),

THENCE S3-11-9E, 28.749 feet South

THENCE S89-27-54W, 17.078 feet West

THENCE S89-27-52W, 22.786 feet West

THENCE S89-27-52W, 39.52 feet West

THENCE S89-27-54W, 37.237 feet West

THENCE S0-17-11E, 86.97 feet South

THENCE S0-17-11E, 337.81 feet South

THENCE S0-17-11E, 266.805 feet South

THENCE S0-17-11E, 192.086 feet South

THENCE S0-17-11E, 218.273 feet South

THENCE S0-17-11E, 143.669 feet South

THENCE, S0-17-11E, 287.069 feet South

THENCE S0-20-14E, 208.006 feet South

THENCE S0-56-38E, 250.725 feet South

THENCE S0-56-38E, 248.99 feet South

THENCE S0-56-38E, 326.641 feet South

THENCE, S0-56-38E, 354.597 feet South

THENCE S0-56-38E, 240.459 feet South

THENCE S0-56-38E, 179.115 feet South

THENCE S0-56-38E, 191.417 feet South

THENCE S0-56-38E, 234.715 feet South

THENCE S0-56-38E, 220.111 feet South

THENCE S0-56-38E, 168.36 feet South

THENCE S0-56-38E, 90.472 feet South

THENCE S0-56-39E, 16.325 feet South

THENCE S0-56-38E, 34.592 feet South

THENCE S0-56-39E, 31.997 feet South

THENCE S0-56-36E, 14.127 feet South

THENCE S0-56-39E, 19.155 feet South

THENCE S0-56-39E, 37.854 feet South

THENCE S0-56-40E, 15.285 feet South

THENCE S0-56-38E, 24.834 feet South

THENCE S0-56-37E, 37.354 feet South

THENCE S0-56-39E, 46.012 feet South
THENCE S0-56-39E, 64.237 feet South
THENCE S0-56-38E, 88.945 feet South
THENCE N88-16-5E, 41.718 feet East
THENCE N88-16-4E, 49.58 feet East
THENCE N88-16-4E, 38.575 feet East
THENCE N88-16-7E, 10.652 feet East
THENCE N88-16-5E, 16.272 feet East
THENCE N88-16-5E, 20.625 feet East
THENCE N88-16-2E, 6.412 feet East
THENCE N88-16-8E, 8.775 feet East
THENCE N88-16-8E, 2.682 feet East
THENCE N88-15-52E, 2.513 feet East
THENCE N88-16-14E, 1.913 feet East
THENCE N88-15-56E, 0.997 feet East
THENCE N88-16-1E, 1.54 feet East
THENCE N88-17-12E, 0.658 feet East
THENCE N88-15-59E, 0.553 feet East
THENCE N88-16-16E, 0.25 feet East
THENCE N88-29-20E, 0.274 feet East
THENCE S87-9-54W, 0.239 feet West
THENCE S87-12-48W, 0.148 feet West
THENCE S87-11-6W, 0.494 feet West
THENCE S87-10-38W, 1.253 feet West
THENCE S87-10-52W, 1.574 feet West
THENCE S87-10-39W, 0.846 feet West
THENCE S87-11-1W, 1.709 feet West
THENCE S87-10-59W, 4.533 feet West
THENCE S87-10-53W, 3.669 feet West
THENCE S87-10-55W, 12.826 feet West
THENCE S87-10-53W, 27.008 feet West
THENCE S87-10-54W, 119.757 feet West
THENCE S87-10-54W, 213.612 feet West
THENCE S87-10-54W, 258.543 feet West
THENCE S87-10-54W, 566.201 feet West
THENCE S87-10-54W, 100.558 feet West

THENCE N0-27-45W, 783.663 feet North
THENCE N0-27-45W, 338.988 feet North
THENCE N0-27-45W, 446.886 feet North
THENCE N0-27-45W, 355.006 feet North
THENCE N0-27-45W, 400.166 feet North
THENCE N0-27-45W, 630.861 feet North
THENCE N0-27-45W, 136.436 feet North
THENCE N0-27-45W, 309.37 feet North
THENCE N0-27-45W, 419.566 feet North
THENCE N0-27-45W, 150.53 feet North
THENCE N0-27-45W, 772.438 feet North
THENCE N87-42-44E, 486.349 feet East
THENCE N89-52-19E, 717.576 feet East to the point of beginning and a total of 118.72 Acres.



Exhibit
City of Celina

Legend

-  City Limits
-  Parcels
-  Legacy Hills Remainder
- Thoroughfare Plan**
-  2LC 60' - 80' ROW***
-  4/6LD 100' ROW**
-  4LD 90' - 100' ROW*
-  6LD 140' ROW*
-  6LD 120' ROW*
-  6LD ALT 120' ROW*
-  Freeway/Tollway 400' ROW
-  Outer Loop 500' ROW



9/5/2023

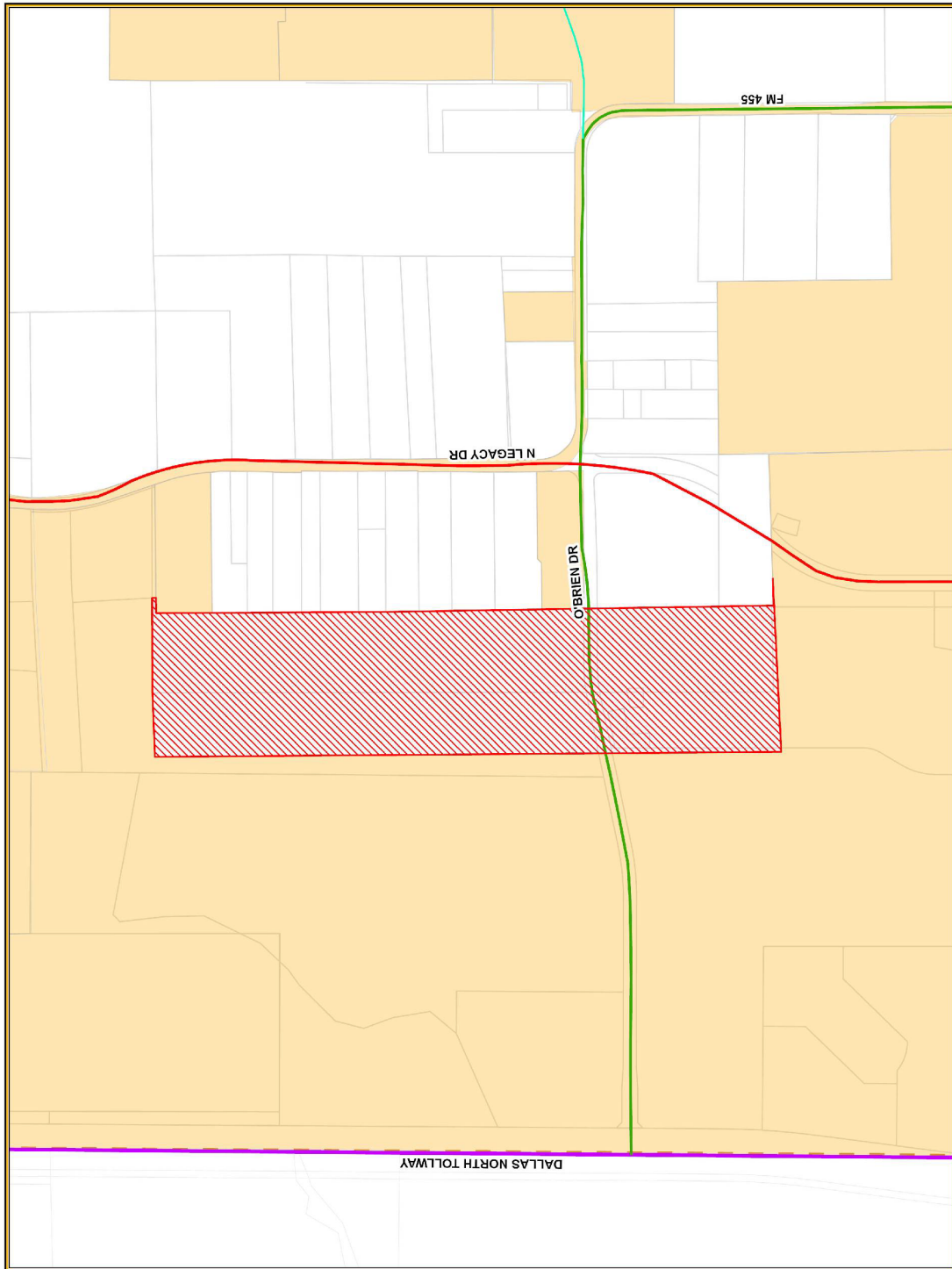


Exhibit “B”
Substance from body of executed Service Agreement for C-3 Annexed Property

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: Dustin McAfee, Executive Director of Development Services
CC: Karla Stovall, Interim City Manager
Date: October 10, 2023
Re: Legacy Hills Remainder – PD Zoning

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 119 acres to a Planned Development (PD) with the Dallas North Tollway Overlay (DNTOL); generally located north and south of future O'Brien Drive and approximately 1,150 feet west of future Legacy Drive. (Legacy Hills Remainder – PD Zoning) (Mohan)

Background Information:

The request is to zone approximately 119 acres to a Planned Development (PD) with the Dallas North Tollway Overlay (DNTOL), in conformance with the associated Development Agreement. The development regulations will match those of Legacy Hills (Planned Development No. 117). 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.

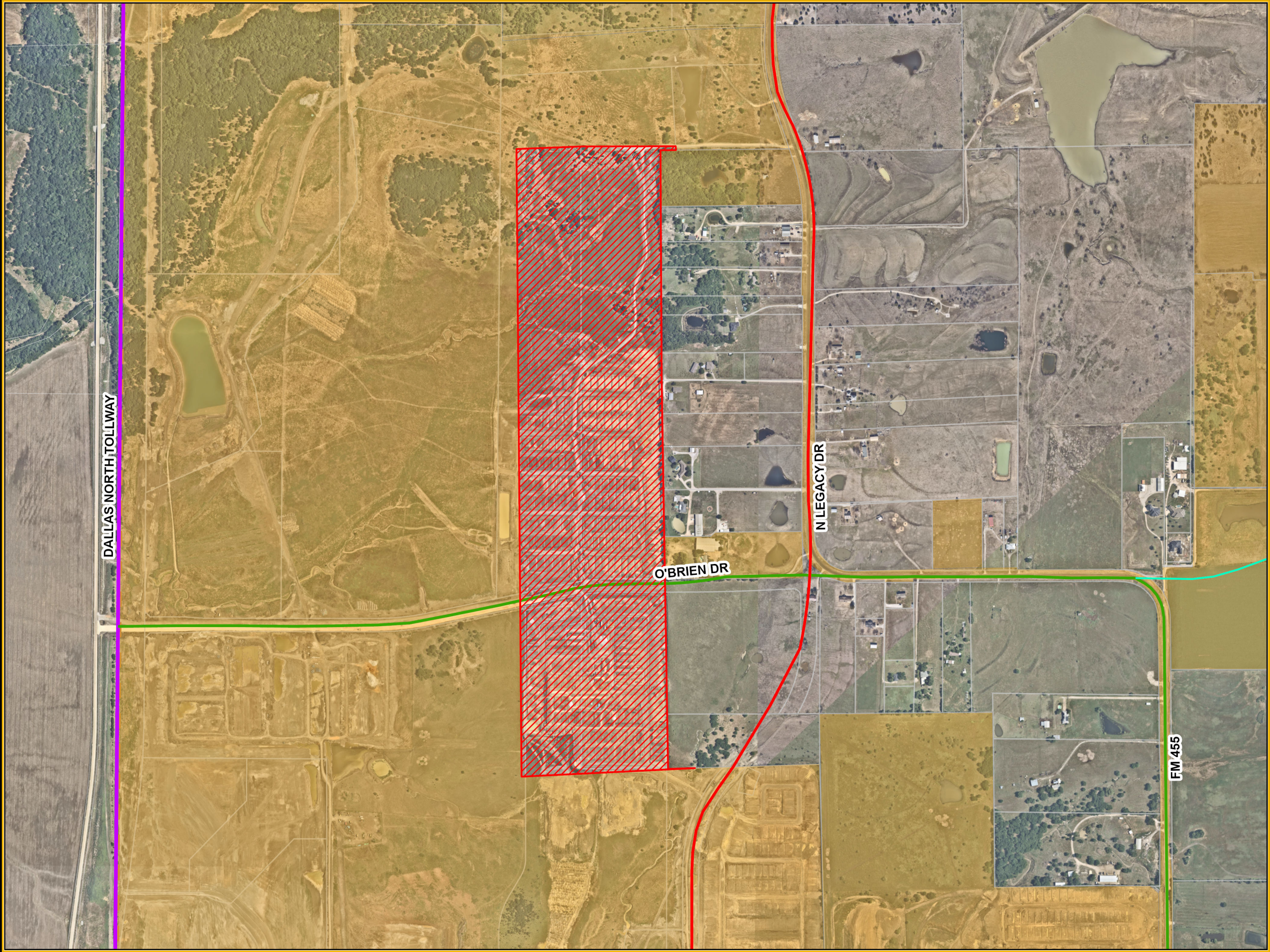
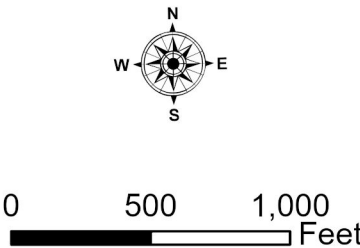


Exhibit
City of Celina

- Legend**
- City Limits
 - Parcels
 - Legacy Hills Remainder
- Thoroughfare Plan**
- 2LC 60' - 80' ROW***
 - 4/6LD 100' ROW*
 - 4LD 90' - 100' ROW*
 - 6LD 140' ROW*
 - 6LD 120' ROW*
 - 6LD ALT 120' ROW*
 - Freeway/Tollway 400' ROW
 - Outer Loop 500' ROW



CITY OF CELINA, TEXAS
ORDINANCE 2023-_____
LEGACY HILLS (DYNAVEST) REMAINDER
PLANNED DEVELOPMENT #148

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 119 ACRES LOCATED IN THE J. RAGSDALE SURVEY, ABSTRACT NO. 356, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH AND SOUTH OF FUTURE O'BRIEN DRIVE AND APPROXIMATELY 1,150 FEET WEST OF FUTURE LEGACY DRIVE; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 148 WITH THE DALLAS NORTH TOLLWAY OVERLAY (DNT0); 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, upon discovery that the subject properties were included in the Dynavest Development Agreement, but omitted from the metes and bounds exhibit of Planned Development No. 117 (PD-117), Staff initiated annexation and zoning of the remainder parcels; and

WHEREAS, the zoning is in conformance with an existing Development Agreement enacted in September 2020 and amended in September 2021, which outlined the annexation and zoning; and

WHEREAS, the zoning and development regulations will match those of Planned Development No. 117 (PD-117), enacted by Ordinance 2020-114 and replaced by Ordinance 2021-67; 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 Development Regulations, set forth in Exhibit “C”, 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. 148 with the Dallas North Tollway Overlay (DNTOL), 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: | PD-117 (Ord. No. 2021-67) 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 No. 148 with the Dallas North Tollway Overlay (DNTOL), and incorporates the Development Regulations, attached hereto as Exhibit “C”.

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 10th day of October, 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

Starting at the most Northeasterly Point of PROP ID: 2840566 (Owner Name – Beazer Homes Texas LP),

THENCE S3-11-9E, 28.749 feet South

THENCE S89-27-54W, 17.078 feet West

THENCE S89-27-52W, 22.786 feet West

THENCE S89-27-52W, 39.52 feet West

THENCE S89-27-54W, 37.237 feet West

THENCE S0-17-11E, 86.97 feet South

THENCE S0-17-11E, 337.81 feet South

THENCE S0-17-11E, 266.805 feet South

THENCE S0-17-11E, 192.086 feet South

THENCE S0-17-11E, 218.273 feet South

THENCE S0-17-11E, 143.669 feet South

THENCE, S0-17-11E, 287.069 feet South

THENCE S0-20-14E, 208.006 feet South

THENCE S0-56-38E, 250.725 feet South

THENCE S0-56-38E, 248.99 feet South

THENCE S0-56-38E, 326.641 feet South

THENCE, S0-56-38E, 354.597 feet South

THENCE S0-56-38E, 240.459 feet South

THENCE S0-56-38E, 179.115 feet South

THENCE S0-56-38E, 191.417 feet South

THENCE S0-56-38E, 234.715 feet South

THENCE S0-56-38E, 220.111 feet South

THENCE S0-56-38E, 168.36 feet South

THENCE S0-56-38E, 90.472 feet South

THENCE S0-56-39E, 16.325 feet South

THENCE S0-56-38E, 34.592 feet South

THENCE S0-56-39E, 31.997 feet South

THENCE S0-56-36E, 14.127 feet South

THENCE S0-56-39E, 19.155 feet South

THENCE S0-56-39E, 37.854 feet South
THENCE S0-56-40E, 15.285 feet South
THENCE S0-56-38E, 24.834 feet South
THENCE S0-56-37E, 37.354 feet South
THENCE S0-56-39E, 46.012 feet South
THENCE S0-56-39E, 64.237 feet South
THENCE S0-56-38E, 88.945 feet South
THENCE N88-16-5E, 41.718 feet East
THENCE N88-16-4E, 49.58 feet East
THENCE N88-16-4E, 38.575 feet East
THENCE N88-16-7E, 10.652 feet East
THENCE N88-16-5E, 16.272 feet East
THENCE N88-16-5E, 20.625 feet East
THENCE N88-16-2E, 6.412 feet East
THENCE N88-16-8E, 8.775 feet East
THENCE N88-16-8E, 2.682 feet East
THENCE N88-15-52E, 2.513 feet East
THENCE N88-16-14E, 1.913 feet East
THENCE N88-15-56E, 0.997 feet East
THENCE N88-16-1E, 1.54 feet East
THENCE N88-17-12E, 0.658 feet East
THENCE N88-15-59E, 0.553 feet East
THENCE N88-16-16E, 0.25 feet East
THENCE N88-29-20E, 0.274 feet East
THENCE S87-9-54W, 0.239 feet West
THENCE S87-12-48W, 0.148 feet West
THENCE S87-11-6W, 0.494 feet West
THENCE S87-10-38W, 1.253 feet West
THENCE S87-10-52W, 1.574 feet West
THENCE S87-10-39W, 0.846 feet West
THENCE S87-11-1W, 1.709 feet West
THENCE S87-10-59W, 4.533 feet West

THENCE S87-10-53W, 3.669 feet West
THENCE S87-10-55W, 12.826 feet West
THENCE S87-10-53W, 27.008 feet West
THENCE S87-10-54W, 119.757 feet West
THENCE S87-10-54W, 213.612 feet West
THENCE S87-10-54W, 258.543 feet West
THENCE S87-10-54W, 566.201 feet West
THENCE S87-10-54W, 100.558 feet West
THENCE N0-27-45W, 783.663 feet North
THENCE N0-27-45W, 338.988 feet North
THENCE N0-27-45W, 446.886 feet North
THENCE N0-27-45W, 355.006 feet North
THENCE N0-27-45W, 400.166 feet North
THENCE N0-27-45W, 630.861 feet North
THENCE N0-27-45W, 136.436 feet North
THENCE N0-27-45W, 309.37 feet North
THENCE N0-27-45W, 419.566 feet North
THENCE N0-27-45W, 150.53 feet North
THENCE N0-27-45W, 772.438 feet North
THENCE N87-42-44E, 486.349 feet East
THENCE N89-52-19E, 717.576 feet East to the point of beginning and a total of 118.72 Acres.

Exhibit B Depiction of Property

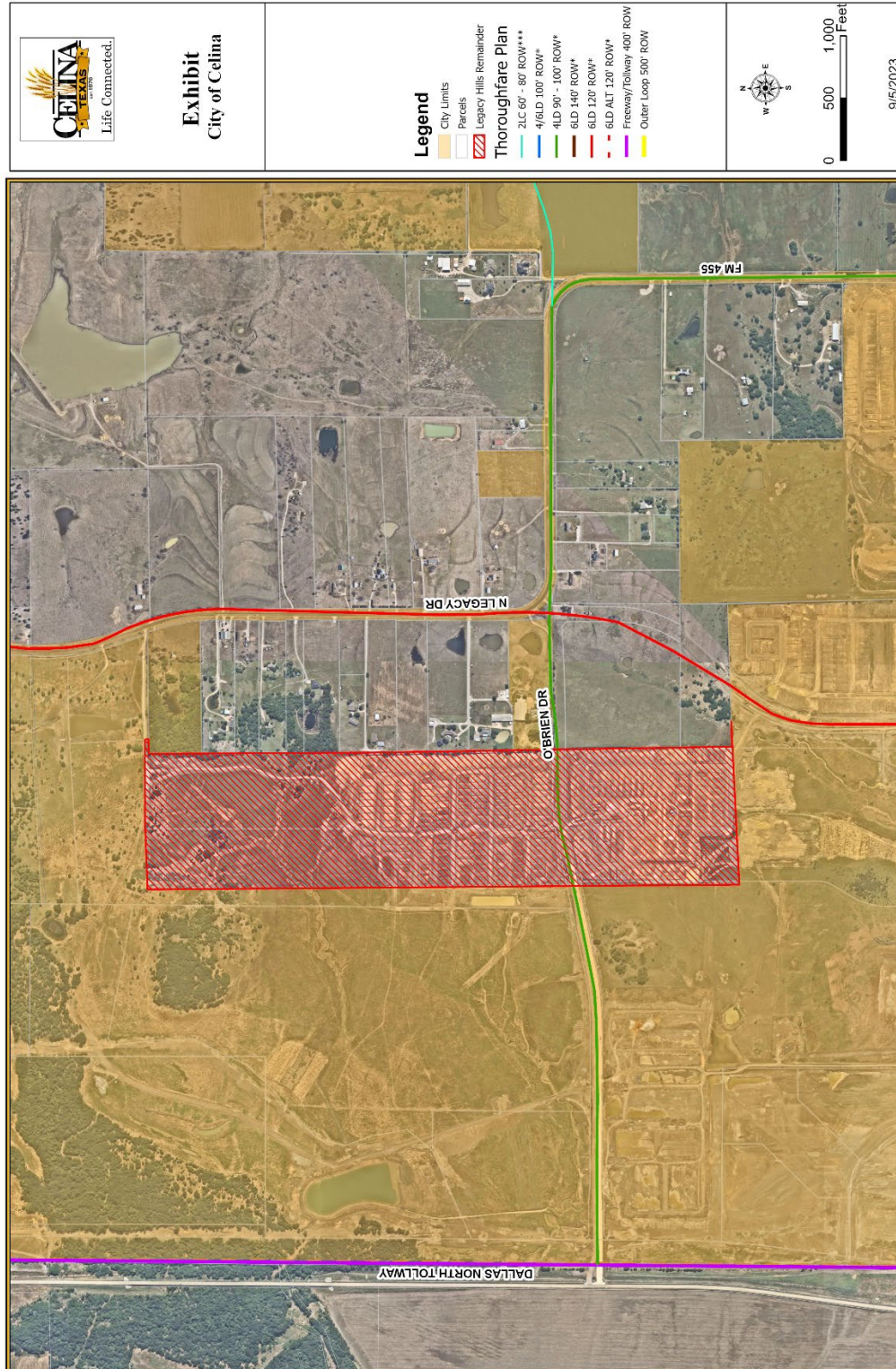


Exhibit C

PD-117 (Ord. No. 2021-67) Development Regulations

Being approximately 3,268.6 acres generally located along the future expansion of Dallas North Tollway Phase 4B in Collin County, Celina, TX and as further described by metes and bounds and depicted in Exhibit ‘A’ attached hereto (the “Property”), this Planned Development Ordinance (“PD” or “Planned Development”) provides the ability to encourage and accommodate the development of a variety of uses for the Property. These uses include commercial, retail, office, mixed-use and residential uses within the City of Celina.

It is the intent of this PD to amend Planned Development #117 and adopt the City’s base zoning districts SF-R, C, Flex, MF-2, and MF-3 as set forth in the City regulations, together with the uses and development regulations as designated therein, subject to modifications in this PD. Any conflict between this PD and the Zoning Ordinance or Neighborhood Vision Book shall be resolved in favor of those regulations set forth in this PD, or as may be ascertained through the intent of this PD. Uses and development regulations which otherwise are not specifically modified in this PD shall be controlled by the Zoning Ordinance, as it may be amended from time to time.

This PD, and all attachments or exhibits, amends Planned Development #117 and supersedes any existing zoning, use and development regulations for the Property. The following development regulations shall apply to the entire Property and vary the Zoning Ordinance as set forth in this PD herein.

Concept Plan

The subject property shall generally develop per the Concept Plan attached as Exhibit ‘B’.

The Concept Plan displays the general location and configuration of land uses, arterials, and other area features. Minor modifications for pragmatic purposes are contemplated at time of plan review and permitting, and such modifications shall not be unreasonably withheld, subject to review and approval by the Director of Development Services. Major modifications, such as major relocations of various land uses, shall require a revision to the governing Planned Development (PD) district zoning. If the PD requires an amendment, either via text or exhibit, only the areas being amended, including Subdistricts or individual Parcels, must be noticed and included in the rezoning process.

The vision for the community includes extensive open space and amenities dispersed throughout the development, and activating the floodplain areas with concrete trails that preserve the public view of the natural beauty. Below are the required elements:

Open Space

1. Meaningful incorporation of open space in alignment with the Neighborhood Vision Book through use of pocket parks and activated open space throughout the community, per the Master Open Space Exhibit.
2. Parties will work together to create a Master Linear Park Plan to satisfy Park Dedication requirements, including determinations of private and public ownership and maintenance, along with a golf course or alternate public park improvements and amenities along the creek (if the golf course is not constructed).

3. The open space requirements for all SF-R tracts within the development for Subdistrict ‘A’ shall be a minimum of 10% open space within each ‘Parcel’, as shown on the Concept Plan attached as Exhibit B; provided, however, that other than the percentage of open space provided here, the development of the open space shall generally comply with the City’s Neighborhood Vision Book.
4. Open space and neighborhood green space will not be required to build parking
5. Detention ponds are allowed within the floodplain

Amenities

The amenities set forth herein satisfy all amenity requirements for the Property. Below are the required elements for the Property:

1. Amenity centers dispersed throughout, generally per the Concept Plan, with no fewer than 7, all with a minimum pool, bathrooms, shade structure, and playground, and with at least 2 being large, which includes indoor, conditioned, usable space.
2. Neighborhood Trails
 - a. Developer agrees to construct or cause the construction of a network of neighborhood concrete trails with main spine trails being twelve feet (12’) in width and side trails and connections being eight feet (8’) in width.

Zoning

The following development regulations shall apply to all of the Property other than the portion known as Cow Mountain which is Parcels 1-14 as shown on the Concept Plan (“Subdistrict A”) and the portion of the Property known as Cow Mountain which is Subdistrict B as shown on the Concept Plan (“Subdistrict B”) and vary the Zoning Ordinance as set forth in this PD herein. The base zoning shall be per the land use categories displayed on the Concept Plan, 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, and as may be amended, except as follows:

1. Subdistrict A - SF-R (Parcels 9-14)

Areas designated as Single Family Detached Residential may contain any detached single-family unit (including patio/zero-lot-line), or single-family attached, whereas the total Development Area density shall not exceed 6 (six) units per net developable acre or maximum of 7,000 lots as illustrated on the Concept Plan. The below lot mix shall govern the SF-R area of the development:

	Lot Type A	Lot Type B	Lot Type C
Min. Width	40’	50’	60’
Lot % (Min/Max)	(0/50)	N/A	(10/0)

- a. Any lot less than 50’ in width shall be alley rear entry garage served, and any lot 50’ in width or greater shall be front entry garage.
- b. Architectural flexibility shall be provided for roof pitches, modern color schemes (specifically white), and incorporation of stucco as an exterior building material, so

long as the front façade's materials remain primarily brick/stone (except for 100% stucco homes attempting a Mediterranean style).

- c. Single family shall be allowed in the DNTTO overlay as shown on the attached Concept Plan.

2. Subdistrict A - Flex Tracts (Parcels 1-8)

The flex tracts are generally located along the Dallas North Tollway. These tracts may develop as Flex, MF-2 (Urban Edge multi-family), MF-3 (Urban Living multi-family), or C (Commercial, Office, & Retail). Parcels located within the Dallas North Tollway Overlay District shall comply with the Zoning Ordinance, except as provided herein.

a. C (Commercial, Office, Retail)

The City's base non-residential district anticipates a broad range of retail, office, and commercial land uses that are allowed within 100% of the Flex Tracts. Government facilities, medical office, hospital, general office, and child care uses are allowed by right. A wholesale/distribution center requires an SUP. No less than 100 acres shall be reserved for commercial, office, and retail land uses along the DNT.

b. MF-2 & MF-3 (Urban Edge & Urban Living)

The maximum number of multi-family units within the Flex Tracts of Subdistrict A shall not exceed 4,100 units and shall develop per the regulations of the MF-2 and MF-3 districts. The maximum density is 80 units per acre. "Dwelling, senior living, assisted living facility" and "Dwelling, senior living, advanced care" shall be allowed by Specific Use Permit in these Parcels, and such units shall not count towards the 4,100 maximum units as set forth herein. "Dwelling, senior living, independent living" shall be allowed by right in these Parcels, and such units shall count towards the 4,100 maximum units as set forth herein. The out-parcel commonly known as Cow Mountain (Subdistrict B below) shall not count toward the 4,100 units in Subdistrict A.

- (i) Parcel (1) will not exceed 1,100 units
- (ii) Parcel (2) will not exceed 432 units
- (iii) Parcel (3) will not exceed 480 units
- (iv) Parcel (4) will not exceed 480 units

c. Dallas North Tollway Overlay District (DNTTO)

- i. The following permitted uses are allowed by right within all Subzones, unless otherwise stated herein, of the Dallas North Tollway Overlay District:
 - 1. Alcohol sales, primary
 - 2. Dwelling, senior living, independent living
 - 3. Gas pumps/ fuel sales – Suburban Subzone only
- ii. The following permitted uses are allowed by Specific Use Permit within all Subzones of the Dallas North Tollway Overlay District
 - 1. Dwelling, senior living, assisted living facility
 - 2. Dwelling, senior living, advanced care

- iii. Single family residential is a prohibited use except as identified in Pod 3 on the Concept Plan

3. Subdistrict B.

Subdistrict B is generally located at the SW corner of the intersection of G. A. Moore Pkwy and Legacy Drive. This tract may develop as MF-2 (Urban Edge multi-family), or MF-3 (Urban Living multi-family).

4. Overall

Some land uses are allowed in all areas, such as churches, schools, government facilities, and critical infrastructure necessary to serve the area.

5. Architecture; Screening

The subject Property is an architecturally, historically, and culturally significant tract of land that is meaningfully located along a principal regional waterway and along a regionally significant thoroughfare; thus, all structures shall abide by the City's architectural standards, landscape standards, screening standards, and neighborhood design, and as may be amended, except as set forth below.

a. Screening

- i. Required screening between residential and non-residential or multifamily uses will be constructed by owners of non-residential or multifamily uses in accordance with City regulations and by owners of residential uses at time of vertical construction.



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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: Andrew Figueroa, Director of Public Works
Date: October 10, 2023
Re: Water Meter Base Station, W64

Action Requested:

Consider and act to authorize the purchase of two base stations from Aqua-Metric Sales as the sole source provider for an amount not to exceed \$133,500.00. (Figueroa)

Background Information:

The new base stations will be used in conjunction with our current meter reading system to supplement new coverage areas. Coit Road will be installed on the current tower first. A bid will be issued for the construction and installation of a new tower near the Legacy WWTP and then the equipment installed.

Legal Review:

Contract has been previously reviewed and approved.

Supporting Documents:

1. Meter - Basestation Presentation
2. Celina New Basestation Options Quote V3 091223

Financial Consideration:

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

Staff Recommendation:

Staff recommends approval.

Celina Water Base Stations & Meters

Andrew Figueroa
October 10, 2023



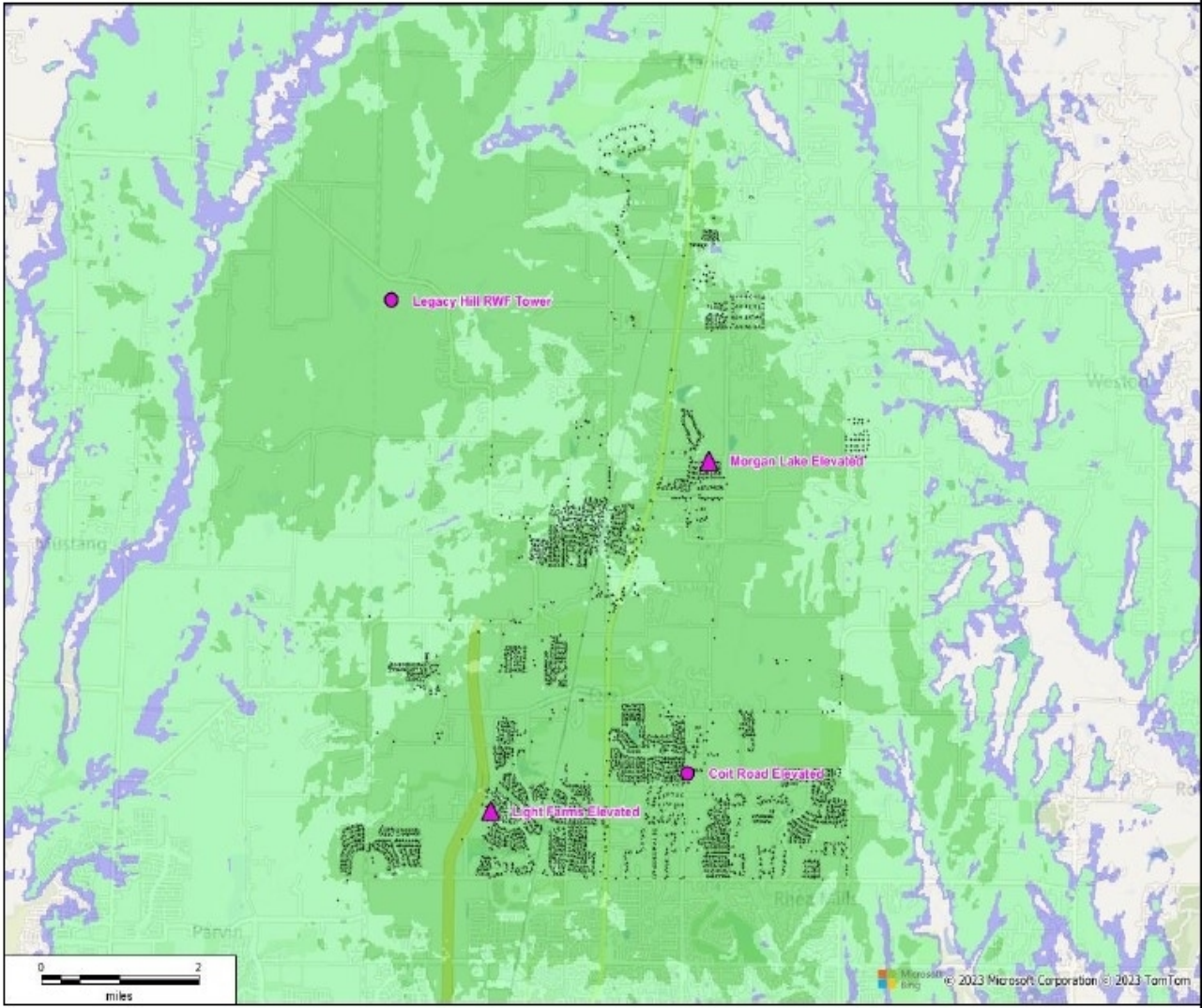
PROP STUDY OVERVIEW

Current Base Stations:

- Morgan Lakes Tower
- Light Farms Tower

Proposed Base Stations

- Coit Tower
- Legacy WRF



FlexNet Design
Propagation Analysis

13760 - CITY OF CELINA
Celina, TX

RF Engineer: Shane Parkerson
Date: 9/25/2023

Site Details
Total Site Locations: 4
On Air = 2
Proposed = 2

Total Base station Counts:
On Air = 2 (Metro)
Proposed = 2 (M400B2)

Design Factors
Flex Net Version: V1
Endpoint Type: Water
Smart point Location: Pit Set AL

	Count	%
Total Endpoints Covered	11,773	100.00%
Ally Coverage	10,666	90.59%
2 Way Coverage	1,107	9.41%
1 Way Coverage	0	0.00%
Total Endpoints Analyzed	11,773	

LEGEND

- Ally Coverage
- 2 Way Coverage
- 1 Way Coverage
- Proposed Site Location
- On Air Site Location
- Endpoint Location

This propagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

WATER METER STATS FY23

Total Meter Expenditures	\$849,842
Total Meters in Celina	13,440
Meter Sets	1,930
Meter Repairs	520
Meter Replacements	148
Meter Radios	107
Meter Registers	36



WATER METER & EQUIPMENT

1" Water Meter



1.5" – 2" Meter



Iperl Water Meter



Meter Radio



Base Station



Command Link





QUESTIONS?



Aqua-Metric Sales Company
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

September 12, 2023

Client: City of Celina, TX
Attention:
Address
City, State, Zip:
Phone:
Email:

Line No.	Item	Quantity	Unit	Extended
New Basestation Site				
Option One - Coit Road Site				
	M400B2 Basestation	1	\$27,500.00	\$27,500.00
	M400B2 Basestation Magnetic Mount for OMNI Antenna, if Required		\$5,625.00	
	M400B2 Basestation Magnetic Mount for Panel Antenna, if Required		\$18,750.00	
	Communication Backhaul	1	\$1,000.00	\$1,000.00
	M400B2 Basestation Installation	1	\$27,000.00	\$27,000.00
	M400B2 Basestation Certification	1	\$1,750.00	\$1,750.00
	Annual Aqua-Metric Support with M400 Basestation Extended Warranty ¹¹	1	\$9,500.00	\$9,500.00
			Option One Total:	\$66,750.00
Option Two - Legacy WWTP Site				
	M400B2 Basestation	1	\$27,500.00	\$27,500.00
	M400B2 Basestation Magnetic Mount for OMNI Antenna, if Required		\$5,625.00	
	M400B2 Basestation Magnetic Mount for Panel Antenna, if Required		\$18,750.00	
	Communication Backhaul	1	\$1,000.00	\$1,000.00
	M400B2 Basestation Installation	1	\$27,000.00	\$27,000.00
	M400B2 Basestation Certification	1	\$1,750.00	\$1,750.00
	Annual Aqua-Metric Support with M400 Basestation Extended Warranty ¹¹	1	\$9,500.00	\$9,500.00
			Option Two Total:	\$66,750.00

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sale.
2. Quote is valid for thirty days.
3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single Sensus Product orders exceeding \$20,000.00.
5. Net Thirty Days to Pay
6. Returned product may be subject to a 25% restocking fee.
7. Sales Tax and/or Freight charges are not included.
8. Customer to provide electricity to basestations and basestation mounting hardware
9. Customer to provide static IP address and monthly data (SIM) for backhaul communication - Aqua-Metric suggests Verizon Wireless or AT&T
10. 3% Annual Increase on All Support Services
11. Pricing does not include staging, product storage, or consumer outreach program
12. Pricing does not include bonding
13. Any items beyond quote above subject to price negotiations

September 12, 2023

Project Clarifications – City of Celina, Texas Basestation Installation

1. All quotes are subject to the Aqua-Metric Terms of Sale.
2. Quote is valid for 30 days.
3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single Sensus water product orders exceeding \$20,000.00.
5. Net Thirty Days to Pay.
6. Returned product subject to a 25% restocking fee for Sensus product. All non-Sensus product subject to their specific manufacturer's published return policy.
7. Sales tax and/or freight charges are not included.
8. Customer to provide electricity to each basestation, electric meter base, and basestation mounting hardware.
9. Customer to provide static IP address(es), RJ-45 Connection, and monthly data (SIM) charge for backhaul communication. Aqua-Metric suggests Verizon Wireless, AT&T, or Sprint.
10. Basestation Installation includes: Installation of a new M400 basestation and installation of electrical system within 50' (if electrical provisions are available).
11. 3% annual increase on all support services.
12. Pricing does not include staging services, product storage, or consumer outreach program.
13. Performance and Payment Bond not included.
14. Pricing does not reflect utilization of Buy-Board. Pricing does not reflect Prevailing Wage Rates.
15. Any items beyond quote above subject to price negotiations.



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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: Andrew Figueroa, Director of Public Works
Date: October 10, 2023
Re: Water Meters FY 2024

Action Requested:

Consider and act to authorize the purchase of Sensus water meters and accessories from Aqua-Metric Sales as the sole source provider in an amount not to exceed \$1,051,800.00. (Figueroa)

Background Information:

Staff standardized the water meters and system with Sensus meters on September 17, 2013. Each year, staff works with the vendor to obtain guaranteed pricing for meters. The meters on page one are guaranteed for one year, from October 1, 2023, to September 30, 2024. Pricing for items on pages two and three are only guaranteed for thirty days due to product availability, material, and labor shortages or lead times.

The Sensus meters are considered sole source. The meters are only available through one vendor and work with the meter reading software. Water meters are used on a daily basis to provide sound infrastructure by providing new meters for all new residential and commercial buildings and replacement meters. The Water Division of Public Works will have the primary responsibility for purchasing meters. Authorizing the purchase will allow staff to order required items as needed, resulting in increased productivity and efficiency.

Legal Review:

N/A

Supporting Documents:

1. Meters Binder1

Financial Consideration:

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

Staff Recommendation:
Staff recommends approval.



Aqua-Metric Sales Company

Kelsey VanCleave

16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154

Phone: (210) 967-6300 | Fax: (210) 967-6305

Sales Quote

September 21, 2023

Quote for: City of Celina
Attention: Andrew Figueroa
Address: 142 N. Ohio St
City, State, ZIP: Celina, TX 75009
Phone: 972-382-3176
Email: AFigueroa@celina-tx.gov

Quantity	Description	Unit Price
	5/8" X 3/4" SRII METER TRPL	\$151.03
	3/4"S SRII METER TRPL	\$192.84
	1" SRII METER TRPL	\$246.51
	1.5" OMNI R2 METER TRPL	\$534.22
	2" OMNI R2 METER TRPL	\$794.53
	1.5" OMNI C2 METER TRPL	\$1,289.74
	2" OMNI C2 METER TRPL	\$1,488.16
	3" OMNI C2 METER TRPL	\$1,885.01
	MXU 520M SINGLE PORT	\$147.69
	MXU 520M DUAL PORT	\$170.77

Total

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sale located on our website.
2. Quote is valid until 09/30/2024. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
3. Freight allowed on complete single orders exceeding \$20,000.00.
4. Net Thirty Days to Pay
5. Returned product may be subject to a 25% restocking fee.
6. Sales Tax and/or Freight charges are not included.
7. All meters quoted less touch-pad/housings.

**Aqua-Metric Sales Company**

Kelsey VanCleave

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Quote for: City of Celina
Attention: Andrew Figueroa
Address: 142 N. Ohio St
City, State, ZIP: Celina, TX 75009
Phone: 972-382-3176
Email: AFigueroa@celina-tx.gov

Quantity	Description	Unit Price
	1.5" OMNI T2 METER TRPL	\$882.63
	2" OMNI T2 METER TRPL	\$1,046.93
	3" OMNI T2 METER TRPL	\$1,304.65
	4" OMNI T2 METER TRPL	\$2,539.87
	6" OMNI T2 METER TRPL	\$4,572.62
	8" OMNI T2 METER TRPL	\$7,760.02
	10" OMNI T2 METER TRPL	\$10,117.50
	4" OMNI C2 METER TRPL	\$3,273.96
	6" OMNI C2 METER TRPL	\$5,655.00
	8" OMNI C2 METER TRPL	\$9,135.23
	10" OMNI C2 METER TRPL	\$11,787.38
	4" OMNI F2 METER TRPL	\$7,268.33
	6" OMNI F2 METER TRPL	\$9,673.51
	8" OMNI F2 METER TRPL	\$15,351.51
	10" OMNI F2 METER TRPL	\$20,715.56
	3" OMNI H2 METER TRPL W/TRPL CABLE AND COUPLINGS	\$1,717.29
	SRII REGISTER TRPL	\$72.17
	OMNI R2/T2/C2 REGISTER TRPL	\$379.53
	MXU PART - PIT LID HOUSING #85B	\$29.52
	MXU PART - TRPL ADAPTER #85C	\$0.69
	MXU PART - BOOT #85D	\$5.25
	MXU PART - PIT LOCKING NUT #85E	\$6.41
	MXU PART - BOOT LOCKING CLIP #85F	\$2.91
	MXU PART - INSULTAED ISOLATION SLEEVE #85G	\$2.17
	MXU PART - HOUSING ASSEMBLY COMPLETE #85M	\$41.73
	TRPL CABLE 6'	\$17.09
	IPERL CABLE 6'	\$21.40

Total

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sale located on our website.
2. Quote is valid for 30 days. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.



Aqua-Metric Sales Company

Kelsey VanCleave

16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154

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Phone: 972-382-3176

Email: AFigueroa@celina-tx.gov

Quantity	Description	Unit Price
----------	-------------	------------

3. Freight allowed on complete single orders exceeding \$20,000.00.

4. Net Thirty Days to Pay

5. Returned product may be subject to a 25% restocking fee.

6. Sales Tax and/or Freight charges are not included.

7. All meters quoted less touch-pad/housings.



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Administration
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: October 10, 2023
Re: Consider and act to appoint two City Councilmembers to the Celina ISD Long-Range Planning Committee. (Frank)

Action Requested:

Consider and act to appoint two City Councilmembers to the Celina ISD Long-Range Planning Committee. (Frank)

Background Information:

The Celina Independent School District has created a long-range planning committee to prepare for the growth of its student body. The City has approached the CISD to be a part of this important committee as both bodies recognize the importance of a strong working partnership as the Celina community grows. The CISD has made a call to the public asking for volunteers to be a part of this body. From the City, the CISD has requested one (1) member of City Staff and two (2) Councilmembers. The committee will meet from January to April/May with two meetings per month, with each meeting two hours long.

Legal Review:

N/A

Supporting Documents:

None

Financial Consideration:

N/A

Staff Recommendation:

N/A



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: October 10, 2023
Re: Consider and act upon the acceptance of a Comprehensive Tax Increment Reinvestment Zone Impact Study conducted by Willdan Financial Services. (Behringer)

Action Requested:

Consider and act upon the acceptance of a Comprehensive Tax Increment Reinvestment Zone Impact Study conducted by Willdan Financial Services. (Behringer)

Background Information:

In August of 2022, Staff was directed by City Council to conduct a comprehensive impact study focused on reviewing the financial impact of the City's tax increment reinvestment zones on the City's overall financial health.

In December of 2022, City Council authorized an agreement by and between the City of Celina and Willdan Financial Services for a Comprehensive TIRZ Impact Study.

Since February 2023, Staff has been collaborating with Willdan Financial Services.

Legal Review:

N/A

Supporting Documents:

1. TIRZ Study Presentation

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

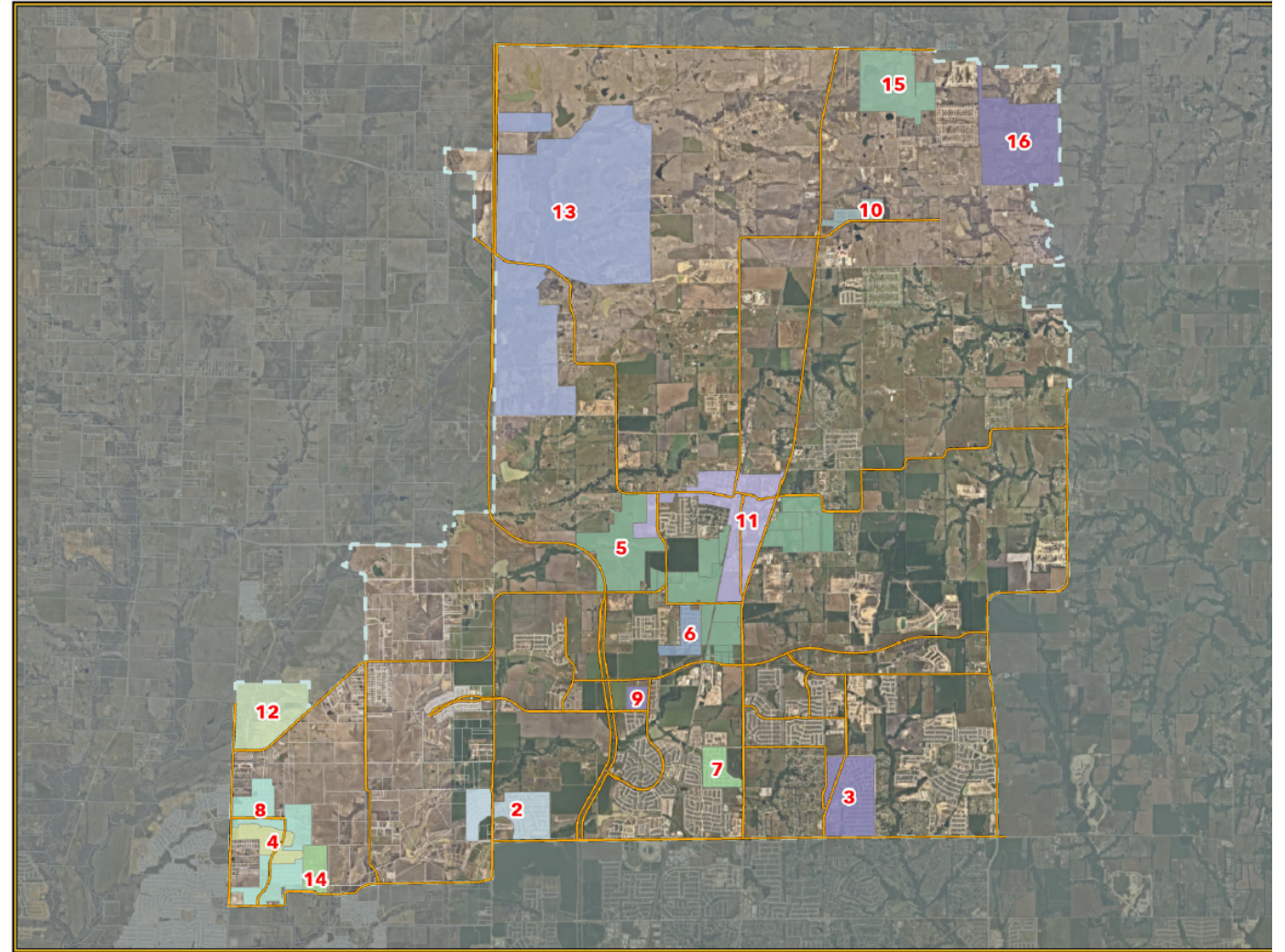
COMPREHENSIVE TAX INCREMENT REINVESTMENT ZONE IMPACT STUDY

October 10, 2023



BACKGROUND

- The City of Celina currently has 15 existing Tax Increment Reinvestment Zones (TIRZ).
- In August of 2022, Staff was directed by City Council to conduct a comprehensive impact study focused on reviewing the financial impacts of these Zones on the City's overall financial health.



TIMELINE

- ~~August 9, 2022 – Staff received direction from City Council to conduct a comprehensive study on residential TIRZ.~~
- ~~December 13, 2022 – City Council authorizes an agreement with Willdan Financial Services for a TIRZ impact study.~~
- ~~February 2, 2023 – Kick-Off Meeting~~
- October 10, 2023 – City Council to consider and act upon acceptance of the study results.



QUESTIONS?