



Life Connected.

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

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. EXECUTIVE SESSION:

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

Texas Government Code Section 551.071 Consultation with Attorney:

1. Discussion regarding 2024 Partnership Agreements.
2. Discussion regarding modular buildings for Celina ISD.
3. Discussion regarding Shea Scott v. City of Celina, Texas; Cause No. DC-20-18195.
4. Discussion regarding Randall Collins, et al v. City of Celina, Texas; Cause No. 429-05614-2022.
5. Discussion regarding Senate Bill 2038 of the 88th Regular Legislative Session.

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

1. Discussion regarding Downtown Construction Impact Grants.

Reconvene into Open Session to consider and take action, if any, on matters discussed during Executive Session.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS: (to begin at 6:00 p.m.)

- A. Introduction of new employees, recognitions, promotions. (Bromiley, Mohan, Satarino)
- B. Discussion regarding future Board and Commission meeting dates. (Stovall)
- C. Discussion regarding Christmas on the Square. (Monaco)

V. 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.

VI.**CONSENT AGENDA:**

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

A. Minutes Approval:

1. City Council - Special Called Meeting - November 14, 2023, 4:15 PM
2. City Council - Regular Meeting - November 14, 2023, 5:00 PM

B. Consider and act upon approval of an Investment Policy for the City of Celina. (Bromiley)**C. Consider and act to authorize contingency funds for the Legacy Hills Water Reclamation Facility (WRF) project Change Order 5 with Bar Constructors in an amount not to exceed \$239,417.73. (Berry)****D. Consider and act to authorize a Change Order 1 for Ownsby Parkway with RPMx in an amount not to exceed \$67,153.30. (Quigley)****E. Consider and act to authorize repairs to the original parking lot and sidewalks at Old Celina Park for the Parks Department from Nortex Lift and Concrete Stabilization through a cooperative contract with the City of Grand Prairie for an amount not to exceed \$78,963.37. (Berry)****F. Consider and act to approve a work authorization for Preston Road tree replacement design to Teague, Nall, and Perkins (TNP) in an amount not to exceed \$152,600.00. (Berry)****G. Consider and act to approve a work authorization for engineering services for design construction plans for the Rasor Sewer Interceptor project for an amount not to exceed \$286,204.50. (Berry)****H. Consider and act to approve a work authorization for design services for the reconstruction of Marilee Road from Preston Road to Dallas Parkway with TRC Engineers for an amount not to exceed \$128,070.00. (Quigley)****I. Consider and act to authorize the purchase of one vehicle for Development Services from Grapevine Dodge through a cooperative agreement with BuyBoard in an amount not to exceed \$38,948.00. (Sutton)****J. Consider and act to purchase striping equipment for the Streets Department from Centerline through a cooperative contract with Buyboard for an amount not to exceed \$58,553.93. (Quigley)****K. Consider and act to purchase fitness equipment for Fire Station #3 for the Fire Department from Fit Supply through a cooperative contract with Buyboard (Contract 665-22) for an amount not to exceed \$60,495.60. (Quigley)****L. Consider and act to authorize the purchase of fitness equipment from Sorinex Exercise Equipment, Inc., for the Law Enforcement Center through a cooperative contract with Buyboard (Contract 665-22) for an amount not to exceed \$157,233.27. (Berry)****M. Consider and act to purchase medical supplies and pharmaceuticals through an Interlocal Contract from Bound Tree Medical Supply in an amount not to exceed \$65,000.00. (Berry)****N. Consider and act to authorize the purchase of cameras and software from Axon Enterprise for the Police Department in an annual amount not to exceed \$16,248.96, for a 60-month term not to exceed \$81,244.80. (Berry)****O. Consider and act to authorize the fiscal year 2024 software license renewal for Microsoft EA from SHI through a cooperative contract with DIR (Contract DIR-TSO-4092) in an amount not to exceed \$133,225.76. (Berry)****P. Consider and act to award Bid 2023-065 to Global Building Maintenance, Inc, for Janitorial Services in an annual amount of \$130,572.00 for a three-year term total amount not to exceed \$391,716.00. (Berry)**

- Q. Consider and act to award Bid 2023-066 for Generator Preventative Maintenance and Service to Altuxex, LLC, in an annual amount of \$51,464.15, for a three-year term total amount not to exceed \$154,392.45. (Berry)
- R. Consider and act to award RFP 2023-044 to ImageNet for copier lease and maintenance services through a cooperative agreement with DIR, Contract DIR-TSO-4159, in an annual amount of \$48,162.84 for a 36-month term amount not to exceed \$144,488.52. (Quigley)
- S. Consider and act to authorize the Interim City Manager to execute a Roadway Impact Fee Credit Agreement between the City of Celina and the Blue Star Development Group. (Brawner)
- T. Consider and act to authorize the Interim City Manager to execute a Roadway Impact Fee Reimbursement Agreement between the City of Celina and Sankalp Frontier 28 LP, LLC. (Brawner)
- U. Consider and act to approve a Separation Agreement and General Release by and between the Celina Economic Development Corporation and the Executive Director. (Thomas)
- V. Consider and act to authorize the Interim City Manager to execute an agreement with the Texas Parks and Wildlife Department for grant funding in an amount of \$750,000.00 for the construction of the Old Celina Park Playground. (Glasgow)
- W. Consider and act to authorize an Interlocal Agreement for fire protection services between the City of Celina and Denton County. (Metdker)
- X. Consider and act upon an amendment to the Hong Tract Development Agreement; generally located east of FM 1385 and approximately 1,250 feet north of future Frontier Parkway, within the City Limits. (Hong Tract – DA Amendment) (McAfee)
- Y. Consider and act upon a Resolution of the City Council of the City of Celina authorizing the execution by the City of Celina of conveyance documents necessary to effectuate the acquisition of wastewater easements and temporary construction easements for the Preston Road 12-inch and 18-inch wastewater (GA Moore Parkway to CR 134) project. (Glasgow)
- Z. Consider and act upon a Resolution of the City Council of the City of Celina consenting to the creation of Smiley Road Water Control and Improvement District; the division of Smiley Road Water Control and Improvement District into two districts; and the addition of certain lands into Smiley Road Water Control and Improvement District No. 1 or Smiley Road Water Control and Improvement District No. 2. (Smiley Road WCID) (Behringer)
- AA. Consider and act on a Resolution of the City Council authorizing the execution by the City of Celina of conveyance documents necessary to effectuate the acquisition of right-of-way and easements for Choate Parkway from Kinship Parkway to Roseland Parkway project; and providing for an effective date. (Glasgow)
- BB. Consider and act upon an Ordinance of the City of Celina updating service credits (USC) 100% with transfers and 30% non-retroactive cost of living adjustment increase to annuitants, both annually repeating to be effective January 1, 2024. (Peters)
- CC. Consider and act upon an Ordinance of the City of Celina amending Ordinance No. 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 reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

VII. PUBLIC HEARING/ACTION:

- A. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 4 acres to Planned Development (PD) No. 77; generally located north of the Collin County Outer Loop and approximately 1,800 feet west of Preston Road, within the City Limits. (Ayala Tract – PD Zoning) (Mohan)
- B. Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 100 acres; generally located west of future Peterman Parkway and approximately 1,600 feet north of future Sunset Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Harper Estates – C-3 Expedited Annexation) (Mohan)

- C. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 100 acres to a Planned Development (PD) with Single-Family Residential, Estate District (SF-E) base zoning; generally located west of future Peterman Parkway and approximately 1,600 feet north of future Sunset Boulevard. (Harper Estates – PD Zoning) (Mohan)
- D. Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 2 acres; generally located east of future Coit Road and south of future G. A. Moore Parkway, within the Extraterritorial Jurisdiction (ETJ). (Property ID 2501445 – 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 2 acres to Agricultural District (AG); generally located east of future Coit Road and south of future G. A. Moore Parkway. (Property ID 2501445 – Zoning) (Mohan)
- F. Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Wilson Creek Meadows Public Improvement District Service and Assessment Plan, including the Improvement Area #2 assessment roll; making a finding of special benefit to property within Improvement Area #2 of the Wilson Creek Meadows Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Improvement Area #2 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Wilson Creek Meadows – Levy Ordinance) (Pollard)

VIII. ACTION ITEM:

- A. Consider and act upon appointments to fill terms on the following boards, commissions, committees, and corporations: Community Development / Parks and Recreation Board, Economic Development Corporation, Library Board, and Planning and Zoning Commission. (Vaughns)
- B. Consider and act to appoint one Councilmember and the City Manager as ex-officio members of the Economic Development Corporation Board of Directors. (Vaughns)

IX. 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: _____ at _____: _____ and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

Lauren Vaughns, TRMC
City Secretary

Date Notice Removed



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**CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS 112
N. COLORADO ST.
TUESDAY, NOVEMBER 14, 2023
4:15 PM
MINUTES**

I. CALL TO ORDER:

Mayor Tubbs called the Celina City Council meeting to order at 4:15 PM on Tuesday, November 14, 2023, and announced a quorum was present.

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

II. REGULAR AGENDA:

- A. Conduct Interviews of Applicants for City Boards and Commissions.

III. ADJOURN:

Mayor Tubbs adjourned the Special Meeting at 4:45 p.m.

Ryan Tubbs, Mayor

Lauren Vaughns, City Secretary

Date Minutes Approved



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**CITY COUNCIL
REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, NOVEMBER 14, 2023
5:00 PM
MINUTES**

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the Regular Meeting of the Celina City Council to order at 5:02 PM on Tuesday, November 15, 2023, and announced a quorum was present.

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. EXECUTIVE SESSION:

As authorized by Section 551.071 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.

The Celina City Council convened into Executive Session at 5:10 p.m.

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.074 Personnel Matters:

- A. Deliberation regarding the appointment, employment, evaluation, reassignment duties, discipline, or dismissal of a public officer or employee: City Manager appointment and employment.

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

- B. Discussion regarding NTTA right-of-way acquisition.
- C. Discussion regarding land acquisition for Ousley Park.
- D. Discussion regarding land acquisition generally located south of Ash Street and west of Oklahoma Drive.

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

- E. Discussion regarding Project Spark.
- F. Discussion regarding agreement with The Wick.

Texas Government Code Section 551.071 Consultation with Attorney:

- G. Discussion regarding potential batch plant construction.
- H. Discussion regarding an amendment to Development Agreement for Evantage Senior Living and Medical Complex.
- I. Discussion regarding an amendment to a Development Agreement for Hong Tract.
- J. Discussion regarding Vested Rights policy for Legacy North (First Leo).
- K. Discussion regarding a potential license agreement for property located at 211 E. Pecan.
- L. Discussion regarding Senate Bill 2038 of the 88th Regular Legislative Session.
- M. Discussion regarding a Class Action lawsuit on PFAS.
- N. Discussion regarding conveyance of property and right-of-way generally located at the northeast corner of FM 1385 and Crutchfield Road.

Reconvene into Open Session to consider action, if any, on matters discussed in Executive Session.

The Celina City Council reconvened into Open Session at 6:02 p.m.

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

- A. Presentation of a proclamation to the 4A State Marching Band Champion, Celina ISD High School Band. (Pierce)
Mayor Pro Tem Pierce presented a proclamation to the Celina ISD High School Band.
- B. Presentation of a proclamation to the Celina ISD High School Theater Department for their efforts to enhance Beware! On The Square. (Tubbs)
Mayor Tubbs presented a proclamation to the Celina ISD High School Theater Department.
- C. Presentation of a proclamation to the GIS Department declaring November 15, 2023, as, "GIS Day." (Tubbs)
Mayor Tubbs presented a proclamation to the GIS Department declaring November 15, 2023, as, "GIS Day."
- D. Presentation by Carter Blood Care to winner of Battle of the Badges. (Monaco)

Joe Monaco, Director of Marketing and Communications, introduced Carter Blood Care who presented the winner of Battle of the Badges to the Police Department.

- E. Recognition of Citizens Government Academy participants. (Tubbs)
Mayor Tubbs recognized the participants of the 2023 Citizens Government Academy.
- F. EDC Local Business Report. (McCarroll)
Josh McCarroll, Business Retention & Expansion Specialist, presented the Local Business Report.
- G. Presentation of TEDC 2023 Community Economic Development Award. (Jackson)
Alexis Jackson, Executive Director of EDC, presented the TEDC 2023 Community Economic Development Award.
- H. Presentation of Texas Film Friendly Certification. (Thomas)
Melissa Thomas, Director of Marketing and Tourism, presented the Texas Film Friendly Certification.

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Introduction of new employees, recognitions, promotions. (Jackson, McAfee)
- B. Downtown Golf Tournament recap. (O'Keefe)
Brandy O'Keefe, Downtown Manager, provided a recap of the Downtown Golf Tournament.
- C. Update on the Denton County Outer Loop. (Brawner)
Kimberly Brawner, Assistant City Manager, provided an update on the Denton County Outer Loop.
- D. Discussion of the Friends of the Library. (Shaw)
Aaron Zapate, Library Board Chair, led the discussion on the Friends of the Library
- E. QUARTERLY UPDATES: (for informational purposes only)
 - 1. Development Services Quarterly Report (McAfee)
 - 2. Finance Department Budget Quarterly Report. (Galizia)
 - 3. Fire Department Quarterly Report (Metdker)
 - 4. Human Resources Quarterly Report. (Peters)
 - 5. Police Department Quarterly Report (Cullison)
 - 6. Public Services Quarterly Report. (Brawner)

VI. OPEN FORUM:

Corbett Howard spoke regarding Lt. Peter Burks.
Matthew Kiran spoke regarding Lt. Peter Burks.
Brenda Welch spoke regarding a tree on her property.
Charlie Wendell spoke regarding a tree on her mother's property.

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.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted five (5) for and none (0) opposed to approve all items on the Consent Agenda. The motion carried.

RESULT:	Passed
MOVER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
SECONDER:	Councilmember, Place 3 Andy Hopkins
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne
NAYES:	None

A. Minutes Approval:

1. City Council - Regular Meeting - September 12, 2023, 5:00 PM
2. City Council - Special Meeting - September 28, 2023, 9:00 AM
3. City Council - Special Meeting - October 9, 2023, 2:00 PM
4. City Council - Regular Meeting - October 10, 2023, 5:00 PM
5. City Council - Special Meeting - October 26, 2023, 1:00 PM
6. City Council - Special Meeting - October 27, 2023, 8:15 AM
7. City Council - Special Meeting - October 27, 2023, 8:30AM

- B. Review and acceptance of the Quarterly Investment Report for the period ended September 30, 2023. (Bromiley)
- C. Consider and act to accept the written Certification of Unopposed Candidates for the December 9, 2023, Special Election. (Vaughns)
- D. Consider and act to authorize the Interim City Manager to execute a Memorandum of Understanding between the City of Celina, Texas and the Celina Friends of the Library. (Shaw)
- E. Consider and act to authorize an agreement for consulting services with Mission Critical Partners to provide a feasibility study for Dispatch Services for an amount not to exceed \$87,819.00. (Brawner)
- F. Consider and act to purchase duty weapons with optics for the Police Department from GT Distributors Inc., through a cooperative contract with Buyboard for an amount not to exceed \$53,478.50. (Quigley)
- G. Consider and act to authorize the Interim City Manager to execute a License Agreement between the City of Celina and G-Man Development, LLC., for the occupation and usage of the City right-of-way adjacent to the property. (Brawner)
- H. Consider and act to accept a report regarding the Annual Stormwater Management Plan actions. (Glasgow)
- I. Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and B-Weiss Entertainment Group, LLC. (Quigley)
- J. Consider and act to purchase a 2023 Express Van with box for the Library from Reliable Chevrolet through a cooperative contract with TIPS for an amount not to exceed \$55,236.00. (Quigley)

- K. Consider and act to authorize the purchase of a 2025 International HV607 Dump Truck from Southwest International Trucks through a cooperative agreement with BuyBoard in an amount not to exceed \$150,740.82. (Figueroa)
- L. Consider and act to authorize the purchase of two vehicles for the Parks & Recreation Department from Silsbee Ford through a cooperative agreement with the Interlocal Purchasing System (TIPS), in an amount not to exceed \$91,836.50. (Sutton)
- M. Consider and act to purchase a 2024 Ford F150 for the Public Works Department from Silsbee Ford, through a cooperative contract with TIPS, for an amount not to exceed \$55,982.00. (Quigley)
- N. Consider and act to authorize the purchase of a 2023 Dodge Ram 1500 for Utility Customer Service from Grapevine Dodge through a cooperative agreement with BuyBoard in an amount not to exceed \$39,629.00. (Sutton)
- O. Consider and act to authorize the purchase of four vehicles for the Engineering Department from Grapevine Dodge through a cooperative agreement with BuyBoard in an amount not to exceed \$177,308.00. (Sutton)
- P. Consider and act to purchase a new forklift for the Water Department from Equipment Depot through a cooperative contract with Sourcewell for an amount not to exceed \$71,891.51. (Quigley)
- Q. Consider and act to purchase a trailer for the Stormwater Department from Interstate Trailers through a cooperative contract with Buyboard for an amount not to exceed \$42,698.30. (Quigley)
- R. Consider and act to purchase outfitting equipment and installation services for previously ordered Police Department vehicles from various vendors through cooperative contracts with Buyboard, DIR, and Tarrant County for an amount not to exceed \$445,946.97. (Sutton)
- S. Consider and act to purchase lawn care services for Preston Road medians from Trugreen through a cooperative contract with Buyboard for an amount not to exceed \$51,088.00. (Quigley)
- T. Consider and act to authorize a Work Authorization with Speciality Land Services for Choate Parkway Expansion right-of-way acquisition services in an amount not to exceed \$155,000.00. (Berry)
- U. Consider and act to authorize Change Order 4 for the Legacy Hills WRF construction project with Bar Constructors INC, for a total amount not to exceed \$129,879.48. (Berry)
- V. Consider and act to authorize Change Order 5 for the Downtown Innerloop Project R20 between the City of Celina and Quality Excavation in the amount of \$164,737.65. (Berry)
- W. Consider and act upon an agreement to authorize the purchase of Geographic Information Systems (GIS) software for the GIS Department at the unit prices listed from Environmental Systems Research Institute, Inc. (ESRI), in an amount not to exceed \$27,225.00 for year one, \$35,225.00 for year two and \$44,225.00 for year three for a total contract amount not to exceed \$106,675.00. (Berry)

- X. Consider and act to authorize the Interim City Manager to execute a Facilities Agreement by and between the City of Celina and SevenR Properties for right-of-way dedication and temporary parking. (Glasgow)
- Y. Consider and act upon a Resolution of the City Council of the City of Celina, Texas authorizing application to the Bureau of Reclamation's WaterSMART Drought Resiliency Grant Program FY 2024 for the Southeast Pump Station and ground storage project. (Glasgow)
- Z. Consider and act to adopt a Resolution of the City Council of the City of Celina, Texas casting its vote for a member of the Board of Directors of the Collin Central Appraisal District. (Vaughns)
- AA. Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain improvement to be financed within Improvement Area #2 of the Wilson Creek Meadows Public Improvement District; approving an updated preliminary service plan and assessment plan, including a proposed Improvement Area #2 Assessment Roll; directing the filing of the proposed assessment roll with the City Secretary; and providing for noticing and calling a public hearing on December 12, 2023, to consider an ordinance levying assessments on property located within Improvement Area #2 of the Wilson Creek Meadows Public Improvement District. (Wilson Creek Meadows – Pre-SAP Resolution) (Pollard)
- BB. 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)
- CC. Consider and act upon an Ordinance of the City Council of the City Of Celina, Texas, declaring unopposed candidates in the December 9, 2023, special city election, elected to office and canceling the election. (Vaughns)

VIII. PUBLIC HEARING/ACTION:

- A. Conduct a public hearing to consider an amendment to Ordinance 2016-16 extending the term of and amending the Project and Financing Plan for Tax Increment Reinvestment Zone Number Five, City of Celina, Texas, as established in accordance with Chapter 311 of the Texas Tax Code. (TIRZ 5 - Old Celina Ltd.) (Behringer)

Mayor Tubbs opened the public hearing at 7:00 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 7:00 p.m.

Upon a motion by Councilmember Hopkins and a second by Mayor Pro Tem Pierce, the Council voted five (5) for and none (0) opposed to approve Ordinance No. 2023-122. The motion carried.

RESULT:	Passed
MOVER:	Councilmember, Place 3 Andy Hopkins
SECONDER:	Mayor Pro Tem, Place 2 Jay Pierce
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne
NAYES:	None

IX. ACTION ITEM:

- A. Consider and act to authorize the Interim City Manager to execute an agreement with the North Texas Toll Authority for improvements to the Dallas North Tollway. (Brawner)

Upon a motion by Councilmember Wigginton and a second by Mayor Pro Tem Pierce, the Council voted five (5) for and none (0) opposed to approve the agreement with the North Texas Toll Authority for improvements to the Dallas North Tollway. The motion carried.

RESULT:	Passed
MOVER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
SECONDER:	Mayor Pro Tem, Place 2 Jay Pierce
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne
NAYES:	None

- B. Consider and act to authorize a design contract with Harley Ellis Devereaux (HED) for the Government Center and Parking Garage for an amount not to exceed \$7,631,901.10. (Brawner)

Upon a motion by Councilmember Hopkins and a second by Councilmember Wigginton, the Council voted five (5) for and none (0) opposed to approve a design contract with Harley Ellis Devereaux (HED). The motion carried.

RESULT:	Passed
MOVER:	Councilmember, Place 3 Andy Hopkins
SECONDER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne
NAYES:	None

- C. Consider and act to approve the Special Events Guidelines. (Monaco)

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Wigginton, the Council voted five (5) for and none (0) opposed to approve the Special Events Guidelines. The motion carried.

RESULT:	Passed
MOVER:	Mayor Pro Tem, Place 2 Jay Pierce
SECONDER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne
NAYES:	None

- D. Consider and act upon an Ordinance amending the Master Fee Chart. (Master Fee Chart - Annual Update) (McAfee)

Upon a motion by Councilmember Ferguson and a second by Mayor Pro Tem Pierce, the Council voted five (5) for and none (0) opposed to approve Ordinance No. 2023-123 amending the Master Fee Chart. The motion carried.

RESULT:	Passed
MOVER:	Councilmember, Place 1 Philip Ferguson
SECONDER:	Mayor Pro Tem, Place 2 Jay Pierce
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne
NAYES:	None

- E. Consider and act upon a Resolution adopting the Multi-Family & Commercial Vision Book. (Multi-Family & Commercial Vision Book) (McAfee)

Upon a motion by Councilmember Wigginton and a second by Councilmember Ferguson, the Council voted five (5) for and none (0) opposed to approve Resolution No. 2023-77R. The motion carried.

RESULT:	Passed
MOVER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
SECONDER:	Councilmember, Place 1 Philip Ferguson
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne
NAYES:	None

The Celina City Council reconvened into Executive Session at 7:33 p.m.

III. EXECUTIVE SESSION:

Reconvene into Open Session to consider action, if any, on matters discussed in Executive Session.

The Celina City Council reconvened into Open Session again at 9:32 p.m.

- A. Deliberation regarding the appointment, employment, evaluation, reassignment duties, discipline, or dismissal of a public officer or employee: City Manager appointment and employment.

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Hopkins, the Council voted five (5) for and none (0) opposed to approve the contract for City Manager candidate, Robert Ranc. The motion carried.

RESULT:	Passed
MOVER:	Mayor Pro Tem, Place 2 Jay Pierce
SECONDER:	Councilmember, Place 3 Andy Hopkins
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne
NAYES:	None

- B. Discussion regarding NTTA right-of-way acquisition.

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Ferguson, the Council voted five (5) for and none (0) opposed to authorize the acquisition for property. The motion carried.

RESULT:	Passed
MOVER:	Mayor Pro Tem, Place 2 Jay Pierce
SECONDER:	Councilmember, Place 1 Philip Ferguson
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne
NAYES:	None

C. Discussion regarding land acquisition for Ousley Park.

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Ferguson, the Council voted five (5) for and none (0) opposed to authorize the purchase of property for Ousley Park. The motion carried.

RESULT:	Passed
MOVER:	Mayor Pro Tem, Place 2 Jay Pierce
SECONDER:	Councilmember, Place 1 Philip Ferguson
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne
NAYES:	None

F. Discussion regarding agreement with The Wick.

Upon a motion by Councilmember Ferguson and a second by Councilmember Wigginton, the Council voted five (5) for and none (0) opposed to approve the agreement for The Wick. The motion carried.

RESULT:	Passed
MOVER:	Councilmember, Place 1 Philip Ferguson
SECONDER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
AYES:	Jay Pierce, Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne
NAYES:	None

X. **ADJOURNMENT:**

Mayor Tubbs adjourned the Regular Meeting of the Celina City Council at 9:34 p.m. on Tuesday, November 14, 2023.

Ryan Tubbs, Mayor

Lauren Vaughns, City Secretary

Date



Life Connected.

Finance
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Robin Bromiley, Director of Finance
CC: Karla Stovall, Interim City Manager
Date: December 12, 2023
Re: Investment Policy

Action Requested:

Consider and act upon approval of an Investment Policy for the City of Celina. (Bromiley)

Background Information:

The Public Funds Investment Act of the Texas Government Code requires local governments to formally adopt a written investment policy. Chapter 2256, subchapter (e) requires the governing body to annually review and approve the policy. Staff submits the Policy for Council's approval in November of each year. The policy is in full compliance with state laws and requirements. No changes were made to the Investment Policy.

Legal Review:

N/A

Supporting Documents:

1. Investment Policy FY 24

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS
INVESTMENT POLICY

CITY OF CELINA, TEXAS INVESTMENT POLICY

PREFACE

It is the policy of the City of Celina (the “City”) that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for City funds. The City’s portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The City will invest public funds in a manner that will provide the maximum security and a market rate of return while meeting the daily cash flow demands of the City.

The City is required under the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement (specifically the Public Funds Investment Act, Chapter 2256 of the Texas Government Code [the “Act”]) to define, adopt and review a formal investment strategy and policy.

**CITY OF CELINA
INVESTMENT POLICY
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1. PURPOSE. The purpose of this investment policy (the “Policy”) is to set forth specific investment policy and strategy guidelines for the City in order to achieve the goals of safety and liquidity, achieve a market rate of return, and maintain public trust in all investment activities. On an annual basis, the City Council shall review and adopt the investment strategy and policy and shall state Policy revisions, if any, in the adopting resolution.

2. INVESTMENT STRATEGY. The City maintains a comprehensive and proactive cash management program that is designed to monitor and control all City funds to ensure maximum utilization and yield a market rate of return. (For the purpose of this policy, a “market rate of return” refers to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a market rate of return while maintaining an investment portfolio with an average maturity of 90 days, would hope to earn approximately the same as a three-month treasury or agency discount note. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk.) The portfolio is structured as a buy-and-hold strategy with maturities matching known liabilities. The basic and underlying strategy of this program is that all of the City’s funds are earning interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy emphasizes low credit risk, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of the investment officers. The allowable investment instruments as defined in Section 6 of this Policy comply with State law and reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of securities and maturities to spread risks. This strategy uses local government investment pools to maintain liquidity. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature as cash needs require.

2.1 The primary investment strategy and objectives of the City as specified in this Policy (See Section 4.) are listed below, in their order of importance:

- Safety and preservation of principal;
- Maintenance of sufficient liquidity to meet operating needs;
- Attainment of a market rate of return on the investment portfolio; and
- Maintenance public trust by adhering to stated objectives.

2.2 The list of investments authorized by this Policy intentionally excludes some investments allowed by state law. The restrictions limit possible credit risk and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage to the City. To increase the interest earnings for funds identified as being available for investment over longer periods of time based upon a cash requirements projection, the City will consider the following strategies. The portfolio may be combined for investment purposes while still recognizing the specific needs of individual fund types. The total portfolio shall have a maximum weighted average maturity of two years.

2.2.1 **Liquidity Strategy.** Diversifying the City’s investment opportunities through the use of local government investment pools and money market mutual funds which strive to maintain a \$1 NAV and as authorized by the City Council. An investment pool is an entity created to invest public funds jointly on behalf of its participants and whose investment objectives in order of priority match those objectives of the City. Funds are available from investment pools on a same-day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staff, investment pools are able to prudently invest in a variety of the investment types allowed by state

law. In this manner, investment pools achieve diversification. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

2.2.2 **Laddered Strategy.** Building a ladder of Investment Policy authorized securities with staggered maturities for all or part of the longer-term investable funds matches investment maturities with known liabilities. The benefits of this ladder approach include the following:

- It is straight-forward and easily understood;
- It represents a prudent diversification method;
- All investments remain within the approved maturity horizon;
- It will normally allow the City to capture a reasonable portion of the yield curve; and
- It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

2.2.3. **Managed Portfolio Strategy.** If the City uses an investment management firm additional professional resources will be utilized for the strategy optimization in which case the following strategy will apply.

Pursuant to the Public Funds Investment Act (Texas Government Code 2256.003), the City may, at its discretion, contract with an investment management firm registered under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.) and with the State Securities Board to provide for investment and non-discretionary management of its public funds or other funds under its control.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy. At no time shall the advisor take possession of securities or funds or otherwise be granted discretionary authority to transact business on behalf of the City. Any initial contract awarded by the City Council for investment advisory services may not exceed two years, with an option to extend by mutual consent of both parties.

Duties of the Investment Advisor shall include, but not be limited to, assistance in purchasing securities, securities clearance, producing required reports, pricing the portfolio, performing due diligence on broker/dealers, market monitoring and economic review.

Any Investment Advisor contracted by the City shall abide by the *Prudent Expert Rule*, whereby investment advice shall, at all times, be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker, but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

2.2.4. **Fund Directed Strategies.** The City will maintain portfolio(s) that utilize four specific investment strategy considerations designed to address the unique characteristics of the fund group(s) represented in the portfolio(s):

2.2.4.1 **Operating Funds.** Investment strategies for operating funds and pooled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio that will experience minimal volatility during economic cycles through diversification by

security type, maturity date and issuer in a ladder structure. A small liquidity buffer will be maintained for unanticipated needs. All security types, as authorized by this policy, are considered suitable investments for the operating and pooled funds.

- 2.2.4.2 **Debt Service.** Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s). These funds have predictable payment schedules. Therefore investment maturities shall not exceed the anticipated cash flow requirements and each succeeding payment date must be fully funded before any extension is made.
- 2.2.4.3 **Debt Service Reserves.** Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund. The Debt Service Reserve Fund's portfolio maturities shall not exceed the call provisions of the bond issue to reduce the investment's market risk if the City's bonds are called and the reserve fund liquidated. No investment maturity shall exceed the final maturity of the bond issue.
- 2.2.4.4 **Capital Projects.** Investment strategies for special projects or capital projects funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Market conditions and arbitrage regulations will influence the investment of capital project funds. Achieving a positive spread to applicable arbitrage yield is the desired objective, although at no time shall the anticipated expenditure schedule be exceeded in an attempt to increase yield.
- 2.2.5 **Buy-and-Hold.** The strategy of the City is to buy and hold securities matching liabilities. This prevents the need to sell a security prior to maturity. Should it become necessary to sell a security prior to maturity, where the sale proceeds are less than the current book value, the prior written consent of the City Manager must be obtained. Securities may be sold prior to maturity by the Investment Officer at or above their book value at any time. The result of all sales of securities prior to maturity shall be reported to the City Manager within two business days of the sale. The report shall provide the amount of proceeds from the sale, including accrued interest to the date of sale, less the current book value and the dollar amount of gain on the sale.
- 2.2.6 **Depository Funds.** In accordance with state law the City is required to competitively bid for a banking services depository every five years. Any bank in Texas may be used for time and demand deposits.
- 2.2.7 **Depository Bank Relationships.** This Policy shall seek to maintain good depository bank relationships while minimizing the cost of banking services. The City maintain a depository banking services contract managed to minimizes the cost of the banking relationship , while allowing the City to earn an market return on demand deposits.
- 2.2.8 **Distribution of Earnings.** A combined portfolio may be utilized. Earnings from a combined portfolio will be allocated on a pro-rata cash basis to the included funds .
- 2.2.9 **Cash Management.** Procedures shall be established and implemented to manage receivables and to maximize investable cash by decreasing the time between the actual collection and the deposit of receipts, and by the controlling of disbursements.

3. SCOPE. The Investment Policy shall govern the investment of all financial assets reported in the City's annual financial reports which includes : the General Fund, Enterprise Funds, Special Revenue Funds, General Obligation Interest and Sinking Fund, Capital Projects Funds, and any

other funds which have been contractually delegated to the City for management purposes. This policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. Bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.

4. INVESTMENT OBJECTIVES. Funds of the City shall be invested in accordance with all applicable Texas statutes, this Policy and any other approved, written administrative procedures. The four objectives of the City's investment activities shall be as follows (in the order of priority):

4.1 **Safety of Principal.** Safety of principal invested is the foremost objective in the investment decisions of the City. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized securities, as defined in this Policy, by qualifying the financial institutions with whom the City will transact business and through portfolio diversification.

4.2 **Liquidity.** The investment portfolio shall be managed to maintain sufficient liquidity to ensure that funds will be available to meet the City's cash flow requirements and by investing in securities with active secondary markets. Investments shall be laddered to provide the liquidity necessary to pay obligations as they become due. A security may be liquidated prior to its stated maturity to meet unanticipated cash requirements, or to otherwise favorably adjust the City's portfolio, in accordance with Section 2.5 above.

4.3 **Yield.** The City's investment portfolio shall be designed to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner that seeks to attain a market yield throughout budgetary and economic cycles. The City will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the City's rate of return objective is secondary to those of safety and liquidity. Rate of return (yield) is defined as the rate of annual income return on an investment, expressed as a percentage.

4.4 **Public Trust.** All participants in the City's investment program shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction that might involve a conflict of interest or otherwise impair public confidence in the City's ability to govern effectively. All officials of the City having either a direct or indirect role in the process of investing idle funds shall act responsibly as custodians of the public trust.

5. INVESTMENT RESPONSIBILITY. As provided in this policy, the daily operation and management of the City's investments are the responsibility of the designated Investment Officers with the City Council holding the ultimate fiduciary responsibility per state law.

5.1 **Investment Officers.** Investment Officers shall be designated by resolution of the City Council. As Officers the City Manager and the Director of Finance are authorized to deposit, withdraw, invest, transfer or manage in any other manner the funds of the City. Management responsibility for the investment program is hereby delegated to the Director of Finance, who shall establish written procedures for the operation of the investment program, consistent with this Policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No persons may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Director of Finance. The Director of

Finance shall be responsible for all transactions and shall establish a system of controls to regulate the activities of subordinate staff or investment officers. The system of controls shall be designed to provide reasonable assurance that the assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:

- (1) the cost of a control should not exceed the benefits likely to be derived; and
- (2) the valuation of costs and benefits requires estimates and judgments by management.

Commitment of financial and staffing resources in order to maximize returns through pro-active portfolio management shall be the responsibility of the City Council.

5.2 Prudence. The standard of prudence to be applied by all Investment Officers shall be the "prudent investor" rule, which states, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

5.2.1 the investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and

5.2.2 whether the investment decision was consistent with the written investment Policy and procedures of the City.

5.3 Due Diligence. The Investment Officer acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments. All Investment Officers involved in investment transactions will be bonded.

5.4 Ethical Standards and Conflicts of Interest. All City Investment Officers having a direct or indirect role in the investment of City funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. An Investment Officer who has a personal business relationship with any depository bank or with any entity seeking to sell an investment to the City shall file a statement with the City Secretary disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City under the set limits of the law shall file a statement disclosing that relationship with the Texas Ethics Commission and the City Council.

5.5 Investment Training. The Investment Officers shall attend at least one training session of at least ten (10) hours relating to the officer's responsibility under the Public Funds Investment Act within twelve (12) months after assuming duties and attend an investment training session not less than once every succeeding two fiscal years, receiving an additional eight (8) hours of training. Training sources shall be approved by the City Council. Sources include the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, the North Central Texas Council of Governments, or the University of North Texas Center for Public Management.

6. AUTHORIZED INVESTMENTS. As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk — credit risk and interest rate risk. Credit risk is the risk associated with the failure of a security issuer or backer to timely repay principal and interest in full. Interest rate risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. In order to provide for safety of principal as the City’s primary objective, only certain investments are authorized as acceptable investments for the City within a buy-and-hold strategy. Only the following investments are authorized for the City .

All investment transactions will be made on a competitive basis.

6.1 Authorized and Acceptable Investments. The authorized list of investment instruments are as follows:

- a. Obligations of the United States or its agencies and instrumentalities, excluding mortgage-backed securities.
- b. Direct obligations of the State of Texas, or its agencies and instrumentalities.
- c. General obligation debt of the State of Texas or or other US state or their respective agencies and instrumentalities, excluding mortgage-backed securities.
- d. Depository Certificates of Deposit. A certificate of deposit issued by a depository institution that has its main office or a branch office in the state and is:
 - guaranteed or insured by the Federal Deposit Insurance Corporation or its successor ;
 - over the FDIC insurance level, secured by obligations that are authorized by this policy including mortgage backed securities directly issued by a federal agency or instrumentality, but excluding those mortgage backed securities of the nature described in Section 2256.009(b) of the Act; or
- e. Credit Union Share Certificates. A share certificate issued by a credit union in Texas fully insured by the National Credit Union Share Insurance Fund.
- f. Brokered certificates of deposit. Fully FDIC insured brokered certificate of deposit securities from any US state delivered versus payment to the City’s safekeeping/custody.
- g. Local Government Investment Pools. Public funds investment pools in Texas which strive to maintain a \$1 NAV provided that:
 - the investment pool underlying local cooperative agreement has been authorized by the City Council;

h. AAA-rated Money Market Mutual Funds. These investments are authorized, under the following conditions:

- the money market mutual fund is registered with and regulated by the Securities and Exchange Commission;
- the fund provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- the fund has a dollar-weighted average portfolio maturity of sixty (60) days or less;
- the investment objectives include the maintenance of a stable net asset value of one dollar (\$1.00) per share; and
- the fund is continuously rated no lower than "AAA" or an equivalent rating by at least one nationally recognized rating service.

The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

i. Commercial Paper rated A1/P1 or equivalent with a maximum maturity of 270 days.

- j. Repurchase Agreements executed under a Master Repurchase Agreement with primary dealers.
- Fully flexible repurchase agreements are authorized in this Policy, to the extent authorized under the Public Funds Investment Act (Texas Government Code 2256.001). The use of flex repos shall be limited to the investment of bond proceeds and the maturity date of any such agreement shall not exceed the expected proceeds draw schedule.

7. DIVERSIFICATION. Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of securities. Diversification of the portfolio considers diversification by maturity dates and diversification by investment instrument. Diversification strategies shall be determined and revised periodically by the Director of Finance and the City Council.

7.1 Diversification by Maturities. The longer the maturity of investments, the greater their price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risks caused by change in interest rates. The City will attempt to match its investments with anticipated cash flow requirements. Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.

The entire City portfolio, including funds at the City's depository bank, may be combined and the maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio is two (2) years. .

7.2 Diversification Guidelines. Diversification guidelines by security type shall be measured at the time of purchase:

	<u>Percentage of Portfolio</u>
U.S. Treasury Obligations	90%
U.S. Government Agency Securities	80%
Authorized Local Government Investment Pools	100%
Fully Insured or Collateralized Certificates of Deposit	50%
Money Market Mutual Funds	20%
Commercial Paper	15%
CP Issuer	10%
Municipal Debt Obligations	35%

8. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS. Should the City determine a need for broker/dealers, the following procedures and requirements will apply:

Financial Institutions. Financial institutions with and through whom the City invests shall be FDIC insured state or national banks domiciled in this state. No public deposit shall be made except in a qualified public depository as established by state laws. The banking services depository will be governed by a depository contract awarded by the City Council and executed under the terms of FIRREA..

Selection criteria for federally insured financial institutions shall include the following: (1) the financial institution must be insured by the FDIC; and (2) the financial institution must be incorporated under the laws of the State of Texas or of the United States of America.

Broker/dealers.

The City Council will adopt the list of authorized broker/dealers at least annually. All broker/dealers must supply the following as appropriate: (1) annual audited financial statements; (2) proof of FINRA (Financial Industry Regulatory Authority) registration; (3) proof of State Securities Board registration; and (4) completed City broker/dealer questionnaire.. All authorized broker/dealers will be sent a copy of the then-current Investment Policy.

An annual review of the financial condition and registration of qualified bidders will be conducted by the Director of Finance. Financial institutions and brokers/dealers desiring to conduct business with the City shall be required to provide any financial data requested by the City Manager or the Investment Officer.

The Investment Officer is responsible for monitoring all transactions made with financial institutions and/or broker/dealers to determine that they are in compliance with the provisions of the Investment Policy.

9. DELIVERY VERSUS PAYMENT. It is the policy of the City that all security transactions shall be conducted on a "**DELIVERY VERSUS PAYMENT**" (DVP) basis . City funds are not released until the City's safekeeping agency or custodian has received the securities purchased.

10. 10. SAFEKEEPING OF CITY OWNED SECURITIES

All securities owned by the City shall be held by its contracted safekeeping agent or custodian. Original safekeeping receipts shall be obtained and held by the City. The City shall contract with a bank or banks for the safekeeping of securities either owned

11. Collateralization.

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all time and demand deposits with a depository bank. The market value of the investments securing the deposit of funds shall be at least 102% market value of the deposits of funds reduced to the extent that the deposits are insured by the Federal Deposit Insurance Corporation (FDIC). Securities pledged as collateral shall be held by an independent third party approved by the City

Authorized collateral shall include only:

- Obligations of the US Government, its agencies and instrumentalities including mortgage-backed securities and CMOs which pass the volatility test,
- Obligations of any US state and its subdivisions rated A or better,
- FHLB irrevocable letters of credit.
-

The collateral agreement is to specify the acceptable investment securities as collateral, the custodian, the substitution or release of investment securities, and the method of valuation of securities. A clearly marked evidence of ownership, e.g., safekeeping receipt, must be supplied to the City and retained by the City. Release of collateral or substitution of securities must be approved by the Investment Officer. Financial institutions serving as City depositories of time or demand deposits will be required to sign a "Depository Agreement" under the terms of FIRREA. The agreement shall define the City's rights to collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with FIRREA including:

- the Agreement must be in writing;
- the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- the Agreement must be approved by the Board of Directors of the Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- the Agreement must be part of the Depository's "official record" continuously since its execution.

For time and demand deposits , collateral shall be maintained by the depository at 102% market value of the deposits.

Financial institutions, with which the City maintains other deposits, shall provide monthly, and as requested by the Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable.

12. INTERNAL CONTROL. The Director of Finance shall establish a system of written internal controls, which shall be reviewed annually by independent auditors. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The internal controls are to be reviewed annually in conjunction with an external independent audit. This review will provide assurance of compliance with policies and procedures as specified by this Policy. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to the City's established investment policy.

13. BENCHMARK. The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and expected cash flow of the City. The benchmark shall be the one-year reasury Bill and the two-year Treasury Note in accordance with the policy established WAM and cash flow needs.

14. REPORTING. The Investment Officers shall submit a quarterly signed quarterly investment report in accordance with the Act that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall provide detail on all positions and summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.

14.1 Annual Report. Within 60 days of the end of the fiscal year, the Investment Officers shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council. The reports prepared by the Investment Officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.

14.2 The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. This management summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will be provided to the City Manager and City Council. The report will include the following:

14.2.1 A listing of individual securities held at the end of the reporting period. This list will include the name of the fund or pooled fund group (portfolio) for which each individual investment was acquired;

14.2.2. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from independent sources ;

- 13.3.3 Additions and changes to the market value during the period;
- 13.3.4 Fully accrued interest and total earnings for the reporting period;
- 13.3.5 Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks;
- 13.3.6 Listing of investments by maturity date or market sector;
- 13.3.7 The percentage of the total portfolio which each type of investment represents; and
- 13.3.8 Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.

15. INVESTMENT POLICY ANNUAL ADOPTION . The City's Investment Policy shall be adopted and amended by resolution of the City Council only. The City's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations and needs of the City. Any changes or modifications to this Investment Policy, if any, shall be included in the adopting resolution of the City Council.



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: December 12, 2023
Re: Legacy Hills WRF CO 5

Action Requested:

Consider and act to authorize contingency funds for the Legacy Hills Water Reclamation Facility (WRF) project Change Order 5 with Bar Constructors in an amount not to exceed \$239,417.73. (Berry)

Background Information:

TCEQ permitting requires a 150-foot buffer zone with no residential structures allowed within the buffer. The property directly adjacent to the west is zoned mixed-use and may incorporate residential structures. In order to avoid impacting future development, the dewatering building is being proposed to be further east. The proposed change order covers the cost for moving the building.

In November 2022, Council authorized an agreement with Bar Constructors for the construction of Legacy Hills WRF. Contingency funds were included in the award. Change Order 5 exceeds \$50,000 and, by statute, requires Council authorization.

Legal Review:

N/A

Supporting Documents:

1. CO 5 (1)
2. 297 CP-05 - Change Proposal Cost Packet Rev. 1 (1)

Financial Consideration:

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

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA

CHANGE ORDER #

5

PO #

23-00004645

BID/PROJECT NAME:

Legacy Hills WRF

VENDOR NAME:

BAR Constructors LLC

Item	Description	Amount	Days
1	Dewatering Building Move	\$ 239,417.73	0
2		\$ -	
3		\$ -	
4		\$ -	
5		\$ -	
6		\$ -	
7		\$ -	
8		\$ -	
9		\$ -	
10		\$ -	
Total Change		\$ 239,417.73	0

Reason for the Change Order

The proposed dewatering building had to be moved further east to avoid obtaining an odor control easement from the adjacent property to the west. This change order is to document the use of \$239,417.73 from line item 1.3 "Contingency Allowance 1" in the design contract (33-11-20 "Contingency Allowance" in Procore). Additional funds are not needed to increase the PO.

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?

If we do not move the dewatering building we would have to begin easement acquisition coordination with the adjacent property owner which will be a time consuming and costly exercise which will greatly delay the project. Delaying this project can impact our ability to treat the Legacy Hills development wastewater flows as soon as they have homes connected to our system.



Cost Detail Worksheet

Notes:

September 22, 2023
 Job number: 297
 Job name: Celina Legacy Hills WRFI
 Change reference number: CP-005
 Description: Solids Dewatering Move

Change proposal to move the dewatering building as proposed in email from Lance Klement on 8/10/23, 8/17/23, and 9/19/23.
 Documents used:
 2023_09_13 SOLIDS DEWATERING_05_64.pdf
 058 05-E101.pdf

Description	Qty	Unit	Unit \$	Labor (L)	Unit \$	Material	Unit \$	Equipment	Unit \$	Subcontract
Robinson Fence	1.00	LS							3,905.00	3,905.00
Clark Electric	1.00	LS							54,060.78	54,060.78
Ferguson	1.00	LS			27,307.71	27,307.71				
Excavate	520.00	CY	3.10	1,612.00			3.50	1,820.00		
Moisture Condition	450.00	CY	5.43	2,443.50			3.50	1,575.00		
Select Fill	420.00	CY	5.43	2,280.60			3.50	1,470.00		
Paving subgrade compaction	11,560.00	SF	0.10	1,156.00						
Paving fine grading	11,560.00	SF	0.50	5,780.00						
Geogrid	1,284.00	SY	0.31	398.04	1.50	1,926.00				
Flexbase paving	428.00	CY	7.75	3,317.00	45.00	19,260.00	3.70	1,583.60		
Seeding	30,000.00	SF	0.07	2,100.00	0.03	900.00				
18" RCP w/ Flared Ends (150 LF)	2.00	Days	2,000.00	4,000.00			1,100.00	2,200.00		
12" PD (112 LF)	2.00	Days	1,800.00	3,600.00	1.00	4,316.48	1,100.00	2,200.00		
PD Manholes	2.00	EA	2,500.00	5,000.00			1,100.00	2,200.00		
4" SS (130 LF)	1.00	Days	1,700.00	1,700.00						
8" BS (40 LF)	1.00	Days	1,700.00	1,700.00			1,100.00	1,100.00		
4" W1 (75 LF)	1.00	Days	1,700.00	1,700.00			1,100.00	1,100.00		
6" W3 (75 LF)	1.00	Days	1,700.00	1,700.00			1,100.00	1,100.00		
FRP Light Pole bases	3.00	EA	500.00	1,500.00	200.00	600.00				
direct labor subtotal				39,987.14						
Special safety considerations				-						
Storage / Delivery / Gofer				-						
Equipment move in / out				-						
Field services - surveying, lab				-						
Salary (S)										
Foreman		hr	60.78	-						
Safety Manager		hr	71.51	-						
Assistant PM / Sup	-	hr	71.51	-						
Project Superintendent	-	hr	103.47	-						
Project Manager	-	hr	111.74	-						
labor and salary subtotal				39,987.14						
insurance	12 %			4,798.46						
benefits	36 %			14,395.37						
payroll taxes	9 %			3,598.84						
material subtotal						54,310.19				
truck, fuel, phone, computer	21 % S					-				
safety equipment	2 % L					799.74				
tools and supplies	0 % L					-				
site office, facilities, etc.	7 % L					2,799.10				
equipment subtotal								16,348.60		
equipment taxes	9.96 % E							1,628.32		
fuel and maintenance	backup calculation							6,480.00		
subcontract subtotal										57,965.78
Category totals				62,779.81		57,909.03		24,456.92		57,965.78
Subtotal										203,111.54
Overhead	10 %									20,311.15
Profit	5 %									10,155.58
Bonds and Insurance	2.50%									5,839.46
Total										239,417.73



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ryan Quigley, Purchasing Agent
CC: Andy Glasgow, Director of Engineering
Date: December 12, 2023
Re: Ownsby Parkway CO 1 - Bike Lanes Removal

Action Requested:

Consider and act to authorize a Change Order 1 for Ownsby Parkway with RPMx in an amount not to exceed \$67,153.30. (Quigley)

Background Information:

City Council authorized the removal of bike lanes from 4-lane and 6-lane roads. The change was approved after the award of the Ownsby Parkway reconstruction contract but prior to the start of the work. The City proceeded to change the Ownsby Parkway plans. The proposed change order covers the changes that resulted from the road redesign to eliminate the bike lanes and add a westbound left turn lane on Ownsby Parkway.

In August 2023, Council authorized an agreement with RPMx for the reconstruction of Ownsby Parkway. Change Order 1 exceeds \$50,000 and, by statute, requires Council authorization.

Legal Review:

N/A

Supporting Documents:

1. Item 939 Ownsby Pkwy CO1

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.



CCO #001

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

Project: R58 - Ownsby Parkway Improvements (from Preston Rd to Coit Rd)
317 E OWNSBY PKWY
Celina, Texas 75009

DRAFT

Subcontract Change Order #001: CE #Const. 01 - Bike lane removal Change Order

CONTRACT COMPANY:	RPMx 6500 Meyer Way Suite 100 Mckinney, Texas 75070	CONTRACT FOR:	SC-R58-002:Construction Contractor
DATE CREATED:	11/21/2023	CREATED BY:	Catherine Oduro (City of Celina)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:	Jonathan Guzman (RPMx)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$67,153.30

DESCRIPTION:
CE #Const. 01 - Bike lane removal Change Order
The redesigning of road to remove bike lanes.

ATTACHMENTS:
[Ownsby Parkway_QTO_OPC_CO1 RPM Rev 110723-Approved.xlsx](#), [Ownsby Parkway_CO1_Sheets_DW03 Revision_2023-11-07.pdf](#)

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	2-41-13-11-04.CD Remove inlet.Construction Drainage	Remove Inlet	\$2,054.00
2	31-13-13-03.C TREE PROTECTION (INSTALL/MAINTAIN/REMOVE)	Excavation (Roadway)	\$(3,408.00)
3	26-56-19-24.CR Drilled Shaft Foundation (Residential Luminaire Pole) (24" X 72").Construction Road	Embankment	\$3,630.00
4	33-31-11-05-02.C MOISTURE CONDITIONED SUBGRADE (60" DEPTH)	Moisture Conditioned subgrade (60" depth(	\$(266.00)
5	32-11-13-11-02.C 8" LIME STABILIZED SUBGRADE	8" Lime Stabilized Subgrade	\$(17,670.91)
6	32-11-13-11-03.CR Hydrated Lime.Construction Road	Hydrated Lime	\$(57,585.08)
7	32-13-13-16.C 11" REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT W/ CURB	11" Reinforced Portland Cement Concrete Pavement w/curb	\$(101,513.70)
8	32-13-13-14.C 10" REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT W/ CURB	10" Reinforced Portland Cement Concrete Pavement w/curb	\$(201,530.00)
9	33-31-11-05-02.C MOISTURE CONDITIONED SUBGRADE (60" DEPTH)	Moisture barrier	\$(708.37)

#	Budget Code	Description	Amount
10	32-11-16-11-02.C 8" FLEXBASE	8" Flexbase	\$968.00
11	32-11-26-12-01.C 4" ASPHALT (TYPE B)	4" Asphalt (Type B)	\$1,886.00
12	32-11-26-17.C PRIME COAT (0.25 GAL/SY)	Prime Coat (0.25 Gal/SY)	\$66.63
13	32-11-26-14-01.C 2" HMAC (TYPE D)	2" HMAC (Type D)	\$1,045.50
14	32-11-16-11-01.C CONCRETE STREET HEADER	Concrete Street Header	\$(30.00)
15	32-13-13-17.C STAMPED CONCRETE (6") (BOMANITE-BOMACON CREEK STONE)	Stamped concrete (6") (Bomanite-Bomaccon Creek Stone)	\$(131,238.00)
16	32-16-23-07.C BIKE RAMP	Bike Ramp	\$(2,660.00)
17	32-13-13-18.CR Concrete pavement (contineous Reinforced Pavement) (8").Construction Road	Continuous Reinforced Concrete Pavement (8")	\$101,575.00
18	32-11-27-15.CR 4 Inch HMAC Type B, Including Tack Coat & Prime Coat as Required.Construction Road	D-GR HMA (SQ) TY-B PG64-22	\$63,204.00
19	32-11-13-11-02.C 8" LIME STABILIZED SUBGRADE	Lime Treatment (Existing Material)(8")	\$16,488.00
20	32-11-13-11-03.CR Hydrated Lime.Construction Road	Hydrated Lime (Slurry)	\$7,164.04
21	32-16-00-47.CR 6" Integral Curb.Construction Road	Curb (Type II)	\$13,280.00
22	33-41-00-13.C 18" RCP	18" RCP	\$(16,936.00)
23	33-41-00-38.C 21" RCP	21" RCP	\$(8,453.00)
24	33-41-00-15.C 24" RCP	24" RCP	\$139,412.00
25	33-41-00-17.C 30" RCP	30" RCP	\$9,120.00
26	33-41-00-21.C 42" RCP	42" RCP	\$(832.00)
27	33-41-00-02-04.C 6'X2' RCB (CAST-IN-PLACE)	6'X2' RCB (CAST-IN-PLACE)	\$25,978.00
28	33-41-00-02-05.C 6'X3' RCB (CAST-IN-PLACE)	6'X3' RCB (CAST-IN-PLACE)	\$(29,822.00)
29	33-41-02-03-07.C STD 4'X4' JUNCTION BOX	STD 4'X4' JUNCTION BOX	\$26,168.00
30	33-42-33-02-01.C 10' RECESSED CURB INLET	10' Recessed Curb Inlet	\$98,579.00
31	33-42-33-02-02.C 15' RECESSED CURB INLET	15' Recessed Curb Inlet	\$10,398.00
32	33-42-33-02-03.C 20' RECESSED CURB INLET	20' Recessed Curb Inlet	\$(14,225.00)
33	33-31-11-18.CD Trench Safety.Construction Drainage	Trench Excavation Protection (Storm)	\$1,198.00
34	33-41-02-00-09.C CAP EXISTING INLET	Cap Existing Inlet	\$(7,614.00)
35	33-41-02-03-08.CD 4' X 4' Junction Box With Manhole.Construction Drainage	Junction Box (PJB)(4'X4')	\$6,542.00
36	32-17-23-01.C REFL PAV MRK (W) 4" (BRK) (100MIL)	REFL PAV MRK (W) 4" (BRK) (100MIL)	\$2.40
37	32-17-23-12.C REFL PAV MRK (W) 4" (SLD) (100 MIL)	REFL PAV MRK (W) 4" (SLD) (100 MIL)	\$(8,856.90)
38	32-17-23-09.C REFL PAV MRK (W) 8" (SLD) (100 MIL)	REFL PAV MRK (W) 8" (SLD) (100 MIL)	\$294.00
39	32-17-23-23-09.C REFL PAV MRK (Y) 4" (SLD) (100 MIL)	REFL PAV MRK (Y) 4" (SLD) (100 MIL)	\$1,273.20
40	32-17-23-23-10.C REFL PAV MRK (Y) 12" (SLD) (100 MIL)	REFL PAV MRK (Y) 12" (SLD) (100 MIL)	\$1,275.00
41	32-17-23-08.C REFL PAV MRK (W) 12" (SLD) (100 MIL)	REFL PAV MRK (W) 12" (SLD) (100 MIL)	\$5,061.75
42	32-17-23-13.C REFL PAV MRK (W) 4" (DOT-1) (100 MIL)	REFL PAV MRK (W) 4" (DOT-1) (100 MIL)	\$(4,778.55)
43	32-17-23-16.C REFL PAV MRK (W) (BIKE w/ARROW) (100 MIL)	REFL PAV MRK (W) (BIKE w/ARROW) (100 MIL)	\$(4,176.00)
44	32-17-23-23-01.C REFL PAV MRKR TY II-C-R	REFL PAV MRKR TY II-C-R	\$(693.50)
45	32-01-05-25.C INSTALL SMALL SIGN AND POST ASSEMBLY	INSTALL SMALL SIGN AND POST ASSEMBLY	\$(1,444.00)
46	32-17-23-23-07.CR Reflective Pavement Marking Ty I (W) 6 Inch (BRK).Construction Road	REFL PAV MRK (W) 6" (SLD) (100 MIL)	\$1,060.00

#	Budget Code	Description	Amount
47	32-17-23-26.CR Reflective Pavement Markers (RPM).Construction Road	REFL PAV MRKR TY I-C	\$147.25
48	33-11-14-02-02.C 12" WL PVC C900 DR 18	12" WL PVC C900 DR 18	\$10,875.00
49	33-10-01-04-01.C 12" 45 DEGREE BENDS	12" 45 DEGREE BENDS	\$28,500.00
50	33-05-20-11.C TRENCH EXCAVATION PROTECTION (WATER)	TRENCH EXCAVATION PROTECTION (WATER)	\$117.45
51	33-05-09-01-04.C 24" STEEL CASING	24" STEEL CASING	\$(9,256.00)
52	26-05-33-11-01.C CONDT (PVC) (SCH 40) (2")	CONDT (PVC) (SCH 40) (2")	\$(260.00)
53	26-05-33-11-05.C CONDT (PVC) (SCH 40) (3") (BORE)	CONDT (PVC) (SCH 40) (3") (BORE)	\$(430.00)
54	26-05-13-10-02.C ELEC CONDR (NO. 8) INSULATED	ELEC CONDR (NO. 8) INSULATED	\$(50.00)
55	26-05-13-10-05.C ELEC CONDR (NO. 6) BARE	ELEC CONDR (NO. 6) BARE	\$(50.00)
56	26-05-13-10-07.C TRAY CABLE (3 CONDR) (12 AWG)	TRAY CABLE (3 CONDR) (12 AWG)	\$(90.00)
57	34-41-14-02.C VEH SIG SEC (12")LED(GRN ARW)	VEH SIG SEC (12")LED(GRN ARW)	\$433.00
58	34-41-14-08.C BACK PLATE (12")(3 SEC)(VENTED)ALUM	BACK PLATE (12")(3 SEC)(VENTED)ALUM	\$346.00
59	34-41-14-09.C BACK PLATE (12")(5 SEC)(VENTED)ALUM	BACK PLATE (12")(5 SEC)(VENTED)ALUM	\$(206.00)
60	34-41-16-01.CTS TRF SIG CBL (TY A)(14 AWG)(5 CONDR).Construction Traffic Signal	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	\$390.00
61	34-41-16-02.CTS TRF SIG CBL (TY A)(14 AWG)(7 CONDR).Construction Traffic Signal	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	\$(153.00)
62	34-41-16-03.CTS TRF SIG CBL (TY A)(14 AWG)(20 CONDR).Construction Traffic Signal	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	\$(230.00)
63	34-41-16-04.CTS TRF SIG CBL (TY C)(12 AWG)(2 CONDR).Construction Traffic Signal	TRF SIG CBL (TY C)(12 AWG)(2 CONDR)	\$(56.00)
64	34-41-17-01.CTS INS TRF SIG PL AM(S)1 ARM(36')LUM&ILSN (RAL9017 (TRAFFIC BLACK) POWDER COAT PAINT).Construction Traffic Signal	INS TRF SIG PL AM(S)1 ARM(36')LUM&ILSN (RAL9017 (TRAFFIC BLACK) POWDER COAT PAINT)	\$(24,000.00)
65	34-41-17-02.CTS INS TRF SIG PL AM(S)1 ARM(44')LUM&ILSN (RAL9017 (TRAFFIC BLACK) POWDER COAT PAINT).Construction Traffic Signal	INS TRF SIG PL AM(S)1 ARM(48')LUM&ILSN (RAL9017 (TRAFFIC BLACK) POWDER COAT PAINT)	\$28,000.00
66	33-31-11-17-76.C 2" CONDT PVC SCH 40 (T)	2" CONDT PVC SCH 40 (T)	\$(600.00)
67	26-05-13-10-09.C NO 4 Insulated Elec Condr	NO 4 Insulated Elec Condr	\$(406.00)
68	32-93-43-15.LS Texas Redbud (45 Gal.).Landscaping	TEXAS REDBUD (45 GAL.)	\$13,440.00
69	32-93-43-16.LS Tuscarora Crape Myrtle (45 Gal.).Landscaping	TUSCARORA CRAPE MYRTLE (45 GAL.)	\$(4,068.00)
70	32-93-43-17.LS Bur Oak (4" Cal. Min.).Landscaping	BUR OAK (4" CAL. MIN.)	\$4,491.00
71	32-93-43-18.LS Shumard Red Oak (4" Cal. Min.).Landscaping	SHUMARD RED OAK (4" CAL. MIN.)	\$8,658.00
72	32-93-43-19.LS Live Oak (4" Cal. Min.).Landscaping	LIVE OAK (4" CAL. MIN.)	\$4,329.00
73	32-93-43-20.LS Cedar Elm (4" Cal. Min.).Landscaping	CEDAR ELM (4" CAL. MIN.)	\$2,844.00
74	32-93-43-21.LS Chaste Tree (45 Gal.).Landscaping	CHASTE TREE (45 GAL.)	\$2,712.00
75	32-93-43-22.LS Rose Creek Abelia (5 Gal.).Landscaping	ROSE CREEK ABELIA (5 GAL.)	\$6,273.00
76	32-93-43-23.LS Stokes Dwarf Yaupon Holly (3 Gal.).Landscaping	STOKES DWARF YAUPON HOLLY (3 GAL.)	\$15,639.00
77	32-93-43-24.CW Silverado Texas Sage (5 Gal.).Construction Water	SILVERADO TEXAS SAGE (5 GAL.)	\$702.00
78	32-92-00-01.C BERMUDA GRASS (SOD)	BERMUDA GRASS (SOD)	\$12,877.57
79	32-92-00-27.LS Weeping Lovegrass(3 Gal.) (24" O.C.).Landscaping	WEEPING LOVEGRASS (3 GAL.) (24" O.C.)	\$45,591.00

#	Budget Code	Description	Amount
80	32-92-00-28.LS Purple Leaf Wintercreeper (4" Pots) (12" O.C).Landscaping	PURPLE-LEAF WINTERCREEPER (4" POTS) (12" O.C.)	\$(17,430.00)
81	32-93-01-11.LS Steel Edging.Landscaping	STEEL EDGING	\$(1,170.00)
82	31-25-00-14-01.CR Hydromulch Seeding (Bermuda Seed).Construction Road	HYDROMULCH SEEDING (BERMUDA SEED)	\$(4.35)
83	31-25-00-11.C SODDING (BERMUDA)	SODDING (BERMUDA)	\$3,049.50
84	31-06-10-17.C 4" TOPSOIL	4" TOPSOIL	\$1,979.50
85	32-92-00-26.C CURLEX (BERMUDA SEED)	CURLEX (BERMUDA SEED)	\$69.70
86	31-08-10-15.C SILT FENCE (INSTALL/MAINTAIN/REMOVE)	SILT FENCE (INSTALL/MAINTAIN/REMOVE)	\$4.70
87	31-25-24-01.C INLET PROTECTION (INSTALL/MAINTAIN/REMOVE)	INLET PROTECTION (INSTALL/MAINTAIN/REMOVE)	\$3,874.00
88	1-57-22.C CONSTRUCTION PERIMETER FENCE (INSTALL/MAINTAIN/REMOVE)	CONSTRUCTION PERIMETER FENCE (INSTALL/MAINTAIN/REMOVE)	\$7,414.00
89	32-93-43-22.LS Rose Creek Abelia (5 Gal.).Landscaping	ROSE CREEK ABELIA (5 GAL.)	\$(205.00)
90	32-93-43-24.CW Silverado Texas Sage (5 Gal.).Construction Water	SILVERADO TEXAS SAGE (5 GAL.)	\$(39.00)
91	32-92-00-01.C BERMUDA GRASS (SOD)	BERMUDA GRASS (SOD)	\$(21.53)
92	32-92-00-27.LS Weeping Lovegrass(3 Gal.) (24" O.C).Landscaping	WEEPING LOVEGRASS (3 GAL.) (24" O.C.)	\$(117.00)
93	32-92-00-28.LS Purple Leaf Wintercreeper (4" Pots) (12" O.C).Landscaping	PURPLE-LEAF WINTERCREEPER (4" POTS) (12" O.C.)	\$(30.00)
94	32-93-01-11.LS Steel Edging.Landscaping	STEEL EDGING	\$(13.00)
Grand Total:			\$67,153.30

The original (Contract Sum)	\$ 12,116,344.20
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 12,116,344.20
The contract sum would be changed by this Change Order in the amount of	\$ 67,153.30
The new contract sum including this Change Order will be	\$ 12,183,497.50
The contract time will not be changed by this Change Order.	

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

RPMx
6500 Meyer Way Suite 100
McKinney, Texas 75070

SIGNATURE

DATE

SIGNATURE

DATE



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Cody Webb, Director of Parks & Recreation
Date: December 12, 2023
Re: Old Celina Park Parking and Sidewalk Repairs

Action Requested:

Consider and act to authorize repairs to the original parking lot and sidewalks at Old Celina Park for the Parks Department from Nortex Lift and Concrete Stabilization through a cooperative contract with the City of Grand Prairie for an amount not to exceed \$78,963.37. (Berry)

Background Information:

The requested purchase will provide parking lot and sidewalk repairs to the original areas at Old Celina Park.

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

Legal Review:

N/A

Supporting Documents:

1. Quote 1 Sidewalks
2. Quote 2 Parking lot panels
3. Quote 3 Parking Lot
4. Quote Total

Financial Consideration:

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

Staff Recommendation:
Staff recommends approval.

NORTEX
CONCRETE LIFT & STABILIZATION, INC

RAISING & UNDERSEALING CONCRETE STREETS & BRIDGES
USING POLYURETHANE FOAM
817-831-1240 Phone 817-831-1245 Fax
Remit Payment To: P.O. Box 4935
Fort Worth, TX 76164

TO: CITY OF CELINA
PUBLIC WORKS
142 N. OHIO STREET
CELINA, TEXAS 75009

ESTIMATE

RE: RAISING AND/OR UNDERSEALING OF CONCRETE
PAVEMENT WITH POLYURETHANE FOAM

DATE: OCTOBER 23, 2023

LOCATIONS: OLD CELINA PARK (SIDEWALKS)

CONCRETE LIFTING & STABILIZING:

NORTEX CONCRETE LIFT AND STABILIZATION HAS SURVEYED THE SIDEWALKS THROUHOUT THE PARK AND FOUND THERE TO BE 14 LOCATIONS, TOTALING 3,484 SQ.FT. OF SIDEWALK PANELS THAT HAVE SETTLED BETWEEN 1/4" TO 4.5" CREATING TRIP HAZARDS. WE WILL DRILL A SERIES OF 5/8" HOLES INTO THE CONCRETE AND INJECT A HIGH-DENSITY POLYURETHANE FOAM TO LIFT AND STABALIZE THE SIDEWALK PANELS. ONCE NORTEX HAS LIFTED AND STABILIZED THESE AREAS WE WILL INSERT A NON-SHRINK CEMENT GROUT TO COVER ALL DRILL HOLES.

PRICE: \$28,188.00

JOINT SEALING:

NORTEX CONCRETE LIFT & STABILIZATION HAS FOUND THERE TO BE 720 LINEAR FEET OF JOINTS, WITHIN THE SIDEWALK PANELS THAT WE ARE WORKING THAT NEED TO BE RESEALED. WE WILL CLEAN OUT THE JOINTS TO ELIMINATE ALL DEBRIS. THEN WE WILL INSERT BACKER ROD INTO THE JOINTS AND INSTALL SIKAFLEX SEALANT.

PRICE: \$8,640.00

ALL PRICING, TERMS, AND CONDITIONS ARE BASED OFF OF THE CITY OF GRAND PRAIRIE, TX
CONTRACT #21259 – R-2 PAVEMENT LEVELING SERVICES.

JR. Velazquez
(682)622-6773
Jr@nortexconcretelift.com

NORTEX
CONCRETE LIFT & STABILIZATION, INC

RAISING & UNDERSEALING CONCRETE STREETS & BRIDGES
USING POLYURETHANE FOAM
817-831-1240 Phone 817-831-1245 Fax
Remit Payment To: P.O. Box 4935
Fort Worth, TX 76164

TO: CITY OF CELINA
PUBLIC WORKS
142 N. OHIO STREET
CELINA, TEXAS 75009

QUOTE

RE: RAISING AND/OR UNDERSEALING OF CONCRETE
PAVEMENT WITH POLYURETHANE FOAM

DATE: OCTOBER 23, 2023

LOCATIONS: OLD CELINA PARK (PARKING LOT / JOINT MATCH & PANEL STABILIZATION)

CONCRETE LIFTING & STABILIZING:

LOCATION #1	510 SQ.FT.	3.50" LIFT	JOINT MATCH	\$3,543.75
LOCATION #2	170 SQ.FT.	2.50" LIFT	JOINT MATCH	\$1,215.00
LOCATION #3	345 SQ.FT.	2.00" LIFT	JOINT MATCH	\$2,409.75
LOCATION #4	480 SQ.FT.	1.50" LIFT	JOINT MATCH	\$2,916.00
LOCATION #5	336 SQ.FT.	2.00" LIFT	JOINT MATCH	\$2,041.20

JOINT SEALING:

NORTEX CONCRETE LIFT & STABILIZATION HAS FOUND THERE TO BE 127 LINEAR FEET OF JOINTS, WITHIN THE PARKING LOT PANELS THAT WE ARE WORKING THAT NEED TO BE RESEALED. WE WILL CLEAN OUT THE JOINTS TO ELIMINATE ALL DEBRIS. THEN WE WILL INSERT BACKER ROD INTO THE JOINTS AND INSTALL SIKAFLEX SEALANT.

PRICE: \$1,524.00

ALL PRICING, TERMS, AND CONDITIONS ARE BASED OFF OF THE CITY OF GRAND PRAIRIE, TX
CONTRACT #21259 – R-2 PAVEMENT LEVELING SERVICES.

JR. Velazquez
(682)622-6773
Jr@nortexconcretelift.com

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Remit Payment To: P.O. Box 4935

Fort Worth, TX 76164

TO: CITY OF CELINA
PUBLIC WORKS
142 N. OHIO STREET
CELINA, TEXAS 75009

ESTIMATE

RE: RAISING AND/OR UNDERSEALING OF CONCRETE
PAVEMENT WITH POLYURETHANE FOAM

DATE: OCTOBER 23, 2023

LOCATIONS: OLD CELINA PARK (PARKING LOT / BIRD BATHS)

CONCRETE LIFTING & STABILIZING:

LOCATION #1	450 SQ.FT.	3.75" LIFT	BIRD BATHS	\$2,835.00
LOCATION #2	504 SQ.FT.	3.50" LIFT	BIRD BATHS	\$3,057.75
LOCATION #3	252 SQ.FT.	1.00" LIFT	BIRD BATHS	\$1,012.50
LOCATION #4	378 SQ.FT.	2.88" LIFT	BIRD BATHS	\$1,782.81
LOCATION #5	450 SQ.FT.	2.88" LIFT	BIRD BATHS	\$2,430.00
LOCATION #6	450 SQ.FT.	1.25" LIFT	BIRD BATHS	\$2,025.00
LOCATION #7	540 SQ.FT.	2.00" LIFT	BIRD BATHS	\$2,369.25
LOCATION #8	540 SQ.FT.	2.38" LIFT	BIRD BATHS	\$2,430.00
LOCATION #9	1,067 SQ.FT.	2.50" LIFT	BIRD BATHS	\$4,860.00
LOCATION #10	360 SQ.FT.	2.50" LIFT	BIRD BATHS	\$1,721.25
LOCATION #11	270 SQ.FT.	1.00" LIFT	BIRD BATHS	\$1,268.86
LOCATION #12	256 SQ.FT.	1.38" LIFT	BIRD BATHS	\$1,336.50
LOCATION #13	252 SQ.FT.	1.50" LIFT	BIRD BATHS	\$1,356.75

ALL PRICING, TERMS, AND CONDITIONS ARE BASED OFF OF THE CITY OF GRAND PRAIRIE, TX
CONTRACT #21259 – R-2 PAVEMENT LEVELING SERVICES.

JR. Velazquez
(682)622-6773
Jr@nortexconcretelift.com

Total of all Quotes

\$	28,188.00	
\$	8,640.00	
\$	3,543.75	
\$	1,215.00	
\$	2,409.75	
\$	2,916.00	
\$	2,041.20	
\$	1,524.00	
\$	2,835.00	
\$	3,057.75	
\$	1,012.50	
\$	1,782.81	
\$	2,430.00	
\$	2,025.00	
\$	2,369.25	
\$	2,430.00	
\$	4,860.00	
\$	1,721.25	
\$	1,268.86	
\$	1,336.50	
\$	1,356.75	
\$	78,963.37	Total for all three quotes.



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Cody Webb, Director of Parks & Recreation
Date: December 12, 2023
Re: Preston Road Tree Replacement Design P35

Action Requested:

Consider and act to approve a work authorization for Preston Road tree replacement design to Teague, Nall, and Perkins (TNP) in an amount not to exceed \$152,600.00. (Berry)

Background Information:

In November, staff authorized Task B for the schematic design of the Preston Road tree replacement project. The remaining tasks exceed \$50,000 and require Council authorization. The remaining tasks include construction documents, construction services, TXDOT submittal, and coordination.

Legal Review:

The contract has been previously reviewed and approved.

Supporting Documents:

1. WA - 2023.10.03 TNP Work Authorization to MSA (002)
2. Exhibit A - 2023.10.03 - TNP LA Proposal for Preston Road Medians in Celina - REV4 (002)

Financial Consideration:

Funding is available in the current budget/Park 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 TNP	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 **Teague Nall and Perkins, 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 Road Medians		
Engineer Project #:	CLI 23400	Work Authorization Date:	
Engineer:	Teague Nall and Perkins, Inc.		
Purchase Order#:		Project #:	
Engineer Representative	Joe Madrid, RLA	Owner Representative:	Cody Webb

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

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

CONSULTANT PROVIDED INFORMATION:

- Scope of Work:** **Attach as Exhibit A**
- Compensation:** **Attach as Exhibit B**
- Timeline / Schedule:** **Attach as Exhibit C**
- Deliverables:** **Attach as Exhibit D**

ACCEPTANCE:

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

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

CITY OF CELINA

Dawn Berry Digitally signed by Dawn Berry
Date: 2023.11.29 16:01:26 -06'00'

Signature

Printed Name & Title

Date

ENGINEER

Nicholas Nelson Digitally signed by Nicholas Nelson
Date: 2023.10.03 15:52:18 -05'00'

Signature

Nicholas Nelson, Director of Landscape Architecture

Printed Name & Title

October 3, 2023

Date

ATTACHMENT 'A' SCOPE OF WORK

Teague Nall and Perkins, Inc., (CONSULTANT) shall render the following professional services necessary for the development of the project.

ASSUMPTIONS AND EXCLUSIONS: Below are shown the assumptions and qualifiers for the scope of work found herein.

Assumptions:

1. Work to be included is as shown in "Attachment A" (Scope) and "Attachment C.1" (Location).
2. Based upon a drawing scale of 1"=20', we anticipate approximately 40 landscape sheets, 40 irrigation sheets, and approximately 6 sheets of details for a total of about 86 sheets in the drawing set, plus specifications.
3. Work includes coordination with appropriate consultant team members such as the CLIENT, project team, and/or contractor as appropriate.
4. This is anticipated to be a local-let project and will not be TxDOT funded.
5. There is a 12" water line available to tap into for irrigation.
6. Fiber-optic data is available to any new controller locations.
7. Submittal for TxDOT review is included.
8. In the attached OPC, it is assumed that 70% of the existing trees will need to be replaced. If it is more, then the construction budget may go up, but the design fees will remain the same.

Exclusions (Additional Services) shall include, but shall not be limited to:

These items are not included in the Basic Services, but may be added as Additional Services:

1. Landscape plans that include shrubs, groundcovers, or turfgrasses
2. Irrigation plans beyond control valves and tree bubblers
3. Design of new, pressurized mainline
4. Design or re-design of any pop-up spray or rotor heads
5. Permitting beyond what is listed herein
6. Development of a TxDOT maintenance plan
7. Preparation of grant documents such as Green Ribbon funding or Governor's Grants
8. Illustrative renderings
9. 3D visualizations
10. Design of mow curbs or decorative paving
11. Any work outside the medians
12. Work outside the areas shown on Attachment E
13. Any Lighting or Electrical plans
14. Any Civil Engineering
15. Any Survey Work
16. Any Structural Engineering
17. Any Environmental studies or permits
18. Any Geotechnical investigations
19. Any TAS permitting or review
20. Any SUE work (Subsurface Utility location or engineering services)
21. Franchise utility plans or coordination
22. Construction staking

23. Traffic studies
24. Multiple design alternatives beyond those “submittals” described herein or significant site plan revisions following acceptance at each given phase of review documents.
25. Building architectural services
26. Fountains or water features
27. Retaining walls or signs
28. Presentations, documents, or plans required for “Special Exceptions”, Variances or Zoning changes required by the design solutions chosen by the CLIENT.
29. Improvements or changes to any curbs or paving
30. Improvements to adjacent streets or in any ROW
31. Preliminary or final plat preparation, zoning applications, zoning exhibits
32. Property research and real property surveying for easements beyond what is stated herein, rights-of-ways or plats
33. Preparation of real property transfer documents, exhibits or plats
34. Participation in real property acquisition
35. LEED or SITES certifications
36. Flood Studies or permitting
37. FEMA floodplain map amendments or studies (CLOMR, LOMA, LOMR, etc.).

BASIC SERVICES

A. SUBMITTALS & COORDINATION MEETINGS

A member of the CONSULTANT team will attend meetings and to coordinate with other team members and the CLIENT during the design phase. Plans and specifications will be submitted as outlined below for CLIENT and/or governmental review.

Included in this item:

Official plan review of one (1) submittal at each of the following milestones:

- **Schematic Design (30%), (Evaluation Phase)** review submittal.
Deliverable: See section B below.
- **Design Development (60%)** review submittal.
Deliverable: See section C below. Includes City and TxDOT submittals.
- **Construction Document (90%)** review submittal.
Deliverable: See section C below. Construction Documents with technical specifications, quantities, and schedules sufficient for preliminary pricing. Includes City and TxDOT submittals.
- **For Bid and Permit (99%)** submittal.
Deliverable: See section C below. Signed and Sealed Drawing Set and Technical Specifications.
- **For Construction (100%)** submittal.
Deliverable: See section C below. Signed and Sealed Drawing Set incorporating bid addendum or value engineering revisions.
- **Bi-weekly virtual coordination meetings** (for a total of up to eight meetings are included).

- **Review meetings** with the Client after each submittal listed above are included

Not included in this item:

- Submittals for phased plans or multiple early release permit drawings exceeding the total plan submittals described above.

B. SCHEMATIC DESIGN, 30% DESIGN, (EVALUATION PHASE)

Consultant will:

- a. Prepare Base Plans from Client-provided CAD files and site visit observations.
- b. Evaluate the tree health of all trees within medians of the study area
- c. Evaluate the irrigation system within study area
- d. Evaluate proposed controller and meter locations
- e. Evaluate centralized (remote) controller options
- f. Consider how to interface with the proposed intersection improvements at Preston Road with Ownsby Parkway, Glendenning Pkwy., FM 455, and East G.A. Moore Pkwy., where there must be 500' clear on either side of each intersection
- g. Develop a schematic plan for new tree plantings
- h. Develop a schematic plan for irrigation bubblers for all median trees
- i. Develop a preliminary Opinion of Probable Cost (OPC)
- j. Prepare two TxDOT submittals for a 60% and 90% review
- k. Prepare one colored, 2D plan for a Council presentation that can also be used for presentation to the Parks Board. Consultant will appear in-person at both meetings.
- l. Coordinate with TxDOT for their requirements

C. CONSTRUCTION DOCUMENTS PHASE (60%, 90%, 99%, & 100% CD)

Consultant will provide design services that consists of tree planting and associated bubblers of the site as follows:

1. Prepare Landscape plans that show:
 - a. Replacement median trees
2. Prepare Irrigation plans that show:
 - a. Tree bubblers
 - b. Mainline
 - c. Lateral lines
 - d. Data-connected Centralized Controllers, with revised locations, if needed
3. Develop an Opinion of Probable Cost (OPC)
4. Prepare City-required signed-and-sealed bidding documents
5. Submit twice to TxDOT at 60% and 90%

Included in this item:

1. General Notes, Schedules, and Quantities for the project
2. Coordination with City for any new water meters
3. Enlargements and Details
4. Technical Specifications

Not included in this item:

1. Design of new irrigation mainlines or meters
2. New electrical connections if needed for relocated irrigation controllers
3. Illustrative or 3D renderings

D. BID AND CONSTRUCTION PHASE SERVICES

During the Bid Phase, CONSULTANT will be available to provide coordination as required with prospective bidders. This may include answering pre-bid RFI's, issuing design revisions as addenda or attendance at a pre-bid conference or scoping session, or check references for the apparent low bidder and prepare a letter summarizing the bids and make a recommendation of award to the City. CONSULTANT will provide limited Construction Administration services by processing shop drawings and product submittals, responding to RFIs, and issuing supplemental instructions if required related to the work shown on the Plans. Submittals not required by the contract documents or not related to plans developed by the CONSULTANT will not be reviewed.

At the CLIENT's request, a representative will attend bi-weekly OAC meetings (for a total of up to eight meetings are included). Owner/Architect/Contractor (OAC) project coordination meetings during construction. At the request of the CLIENT, and in conjunction with the OAC meetings, CONSULTANT will visit the site at critical junctures during site construction up to six (6) times. Recommended times for site visits could include:

1. Testing of the irrigation main line and drainage structures.
2. After trees have been laid out, but prior to actual planting.
3. Substantial Completion Walk-Through.
4. Final Completion Walk-Through.

This shall not be construed as performing continuous construction inspection.
Please note the following:

1. CONSULTANT shall not at any time supervise or have authority over any Contractor work or jobsite management construction or safety procedures, nor shall CONSULTANT have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
2. CONSULTANT neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
3. CONSULTANT shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
4. CONSULTANT shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
5. While at the Site, CONSULTANT's employees and representatives shall comply with the specific applicable requirements of the Contractor's and CLIENT's safety programs of which CONSULTANT has been informed in writing.

E. REIMBURSABLE EXPENSES

Items such as prints, plots, photocopies, plans, or documents on CD, DVD or memory devices, and mileage shall be billed as an extra on a time and expense basis. Application, review, and filing fees are not included in this item. Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost. A copy of our "Standard Hourly Rates" is attached for your reference.

ATTACHMENT 'B'

Compensation

The services described in Attachment A Scope of Services shall be provided for a total fee of **\$152,600 (One-Hundred-Fifty-Two-Thousand-Six-Hundred-Dollars)**. The overall fee total shown shall not be exceeded without prior written authorization from the CLIENT.

Payment for the services described in Attachment A Scope of Services shall be invoiced to the CLIENT monthly, based upon percentage completed for each task. Below is a fee breakdown by basic and special services as described in Attachment A Scope of Services:

Preston Road Medians, Celina

Task	Billing Type	Fee
Basic Services		
Construction Documents & Specifications		
A. Submittals & Coordination Meetings		<i>Included below</i>
B. Schematic Design (30%)	Fixed Fee	\$41,300
C. Construction Documents (60%, 90%, 99%, 100%)	Fixed Fee	\$68,800
D. Bid & Construction Phase Services	Fixed Fee	\$27,500
E. TxDOT submittals and coordination	Fixed Fee	\$15,000
F. Reimbursable Expenses (As used)	Time & Expense	-----
Total Fee for Basic Services		\$152,600

Attachment B.1

Teague Nall and Perkins, Inc.

2023 Standard Hourly Rates

Effective January 1, 2023 to December 31, 2023

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	\$290
Team Leader	\$275
Senior Project Manager	\$270
Project Manager	\$230
Senior Engineer	\$280
Project Engineer	\$180
Senior Structural Engineer	\$285
Structural Engineer	\$200
Engineer III/IV	\$160
Engineer I/II	\$135
Senior Landscape Architect/Planner	\$280
Landscape Architect / Planner	\$200
Landscape Designer	\$140
Senior Designer	\$185
Designer	\$160
Senior CAD Technician	\$150
CAD Technician	\$120
IT Technician	\$180
Clerical	\$85
ROW Manager	\$250
Senior ROW Agent	\$185
ROW Agent	\$145
Relocation Agent	\$185
ROW Admin	\$100
Intern	\$80
Surveying	Hourly Billing Rate
Survey Manager	\$290
Registered Professional Land Surveyor (RPLS)	\$250
Field Coordinator	\$155
S.I.T. or Senior Survey Technician	\$150
Survey Technician	\$130
1-Person Field Crew w/Equipment**	\$160
2-Person Field Crew w/Equipment**	\$190
3-Person Field Crew w/Equipment**	\$215
4-Person Field Crew w/Equipment**	\$235
Flagger	\$60
Abstractor (Property Deed Research)	\$100
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$450

Project Name: Preston Road Medians

Client: City of Celina

TNP Project #: CLI 23400

Page 7

Terrestrial Scanning Equipment & Crew

\$280

Utility Management, Utility Coordination, and SUE	Hourly Billing Rate
Senior Utility Coordinator	\$180
Utility Coordinator	\$160
SUE Field Manager	\$180
Sr. Utility Location Specialist	\$180
Utility Location Specialist	\$110
1-Person Designator Crew w/Equipment***	\$155
2-Person Designator Crew w/Equipment***	\$200
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	\$320 (4 hr. min.)
Core Drill (equipment only)	\$800 per day
SUE QL-A Test Hole (0 < 8 ft)****	\$2,300 each
SUE QL-A Test Hole (> 8 < 15 ft)****	\$2,800 each

Construction Management, Construction Engineering and Inspection (CEI)	Hourly Billing Rate
Construction Inspector I/II	\$110
Construction Inspector III	\$135
Senior Construction Inspector	\$150
Construction Superintendent	\$185
Construction Manager	\$220
Senior Construction Manager	\$270
Construction Records Keeper	\$120

Direct Cost Reimbursables

Items such as prints, plots, photocopies, plans, or documents on CD, DVD or memory devices, and mileage shall be billed as an extra on a time and expense basis. Application, review, and filing fees are not included in this item. Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost. A copy of our "Standard Hourly Rates" is attached for your reference.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

** Rates shown are for 2023 and are subject to change in subsequent years.*

*** Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.*

**** Includes crew labor, vehicle costs, and field supplies.*

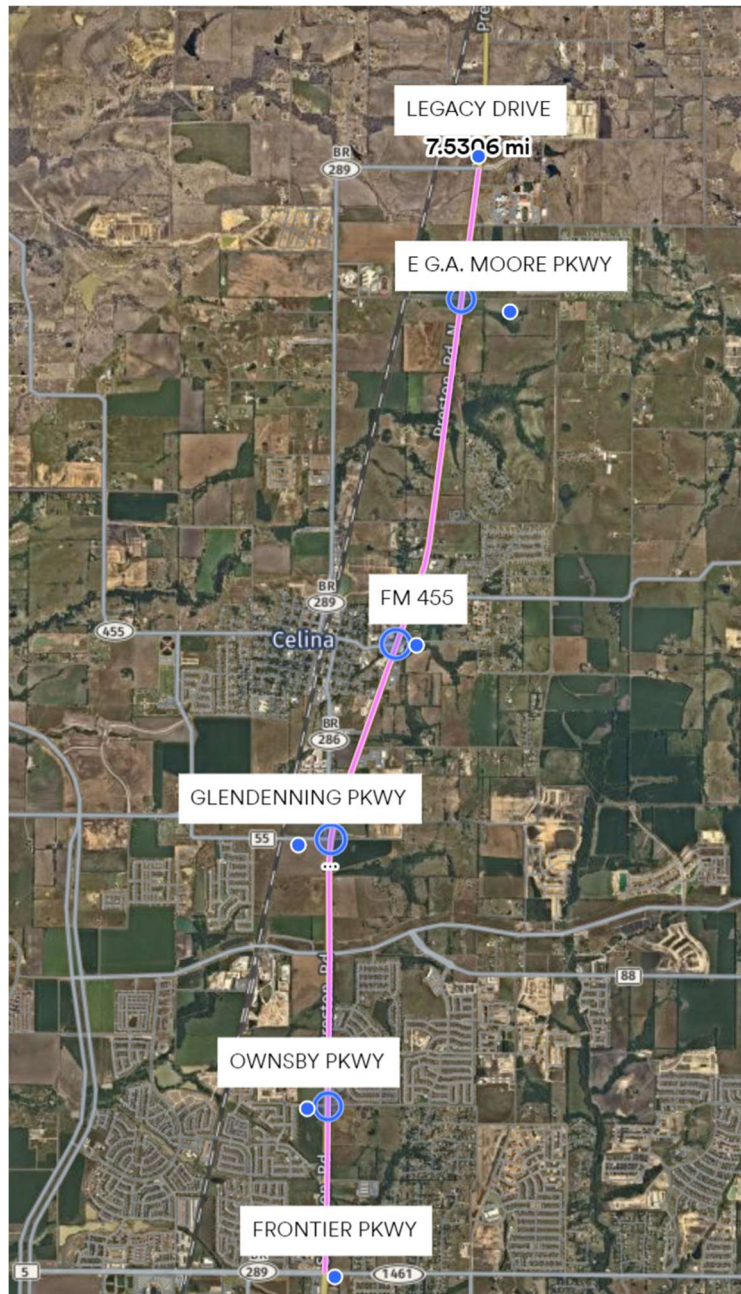
ATTACHMENT 'C' PROJECT SCHEDULE

CONSULTANT shall endeavor to accomplish the work in accordance with the attached schedule.

Upon receiving a notice to proceed the schedule will be revised (if necessary) within ten (10) business days. TNP shall endeavor to accomplish the work in a timely manner in accordance with the attached schedule based on the magnitude of the task as coordinated with the Client.

ATTACHMENT 'C.1' PROJECT LOCATION

The pink line below indicates the project limits. The work area includes approximately 7.5 miles of median within Preston Road, in Celina, Texas. The southern boundary of the site begins at the intersection of Preston Road and Frontier Parkway and continues northwards to the intersection of Preston Road and Legacy Drive.



Project Name: Preston Road Medians
Client: City of Celina
TNP Project #: CLI 23400
Page 10

ATTACHMENT 'D' DELIVERABLES

Deliverables are as follows:

See Attachment A for more details on deliverables. One (1) submittal at each of the following milestones:

- **Schematic Design (30%), (Evaluation Phase)** review submittal.
 - Develop a schematic plan for new tree plantings
 - Develop a schematic plan for irrigation bubblers for all median trees
 - Develop a preliminary Opinion of Probable Cost (OPC)
 - Prepare one colored, 2D plan for a Council presentation that can also be used for presentation to the Parks Board.
- **Design Development (60%)** review submittal.
Deliverable: City and TxDOT submittals.
- **Construction Document (90%)** review submittal.
Deliverable: Construction Documents with technical specifications, quantities, and schedules sufficient for preliminary pricing. Includes City and TxDOT submittals.
- **For Bid and Permit (99%)** submittal.
Deliverable: Signed and Sealed Drawing Set and Technical Specifications.
- **For Construction (100%)** submittal.
Deliverable: Signed and Sealed Drawing Set incorporating bid addendum or value engineering revisions.



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: December 12, 2023
Re: Rasor Interceptor S43

Action Requested:

Consider and act to approve a work authorization for engineering services for design construction plans for the Rasor Sewer Interceptor project for an amount not to exceed \$286,204.50. (Berry)

Background Information:

The Rasor Water Reclamation Facility (WRF) is currently under design and is anticipated to be operational in 2027. The construction cost is estimated to be approximately \$38 million. This WRF is to serve the Rasor Ranch Development, which has a construction start date of 2024.

The City proposes constructing a new wastewater interceptor, approximately 5,500 linear feet of 12-inch wastewater pipeline beginning at the future Rasor WRF running southwest and connecting to the Wastewater Line H being constructed as part of the Legacy Hills Development. This will allow the flow from the Rasor Ranch development to be temporarily transported to the Legacy Hills WRF until the Rasor WRF is online. The interim line will be in service for a minimum of 10-years. The construction cost of the proposed sewer interceptor is estimated to be \$6 million and is scheduled to be completed in 2025.

Legal Review:

Contract has been previously reviewed and approved.

Supporting Documents:

1. Location Map - Rasor Sewer Interceptor
2. Work Authorization - Rasor Sewer Interceptor

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.

Legend

Proposed WWTP

WWTP

 2023

WWTP

 2028

Known Single Family Development

Completed (none)

Construction

Design

Future

Existing Wastewater Line

0" - 6"

8" - 10"

12" - 16"

18" - 24"

27" - 36"

Proposed CIP

Proposed 12-inch Interceptor

Serenade Gravity Offsite

Legacy Hills Gravity

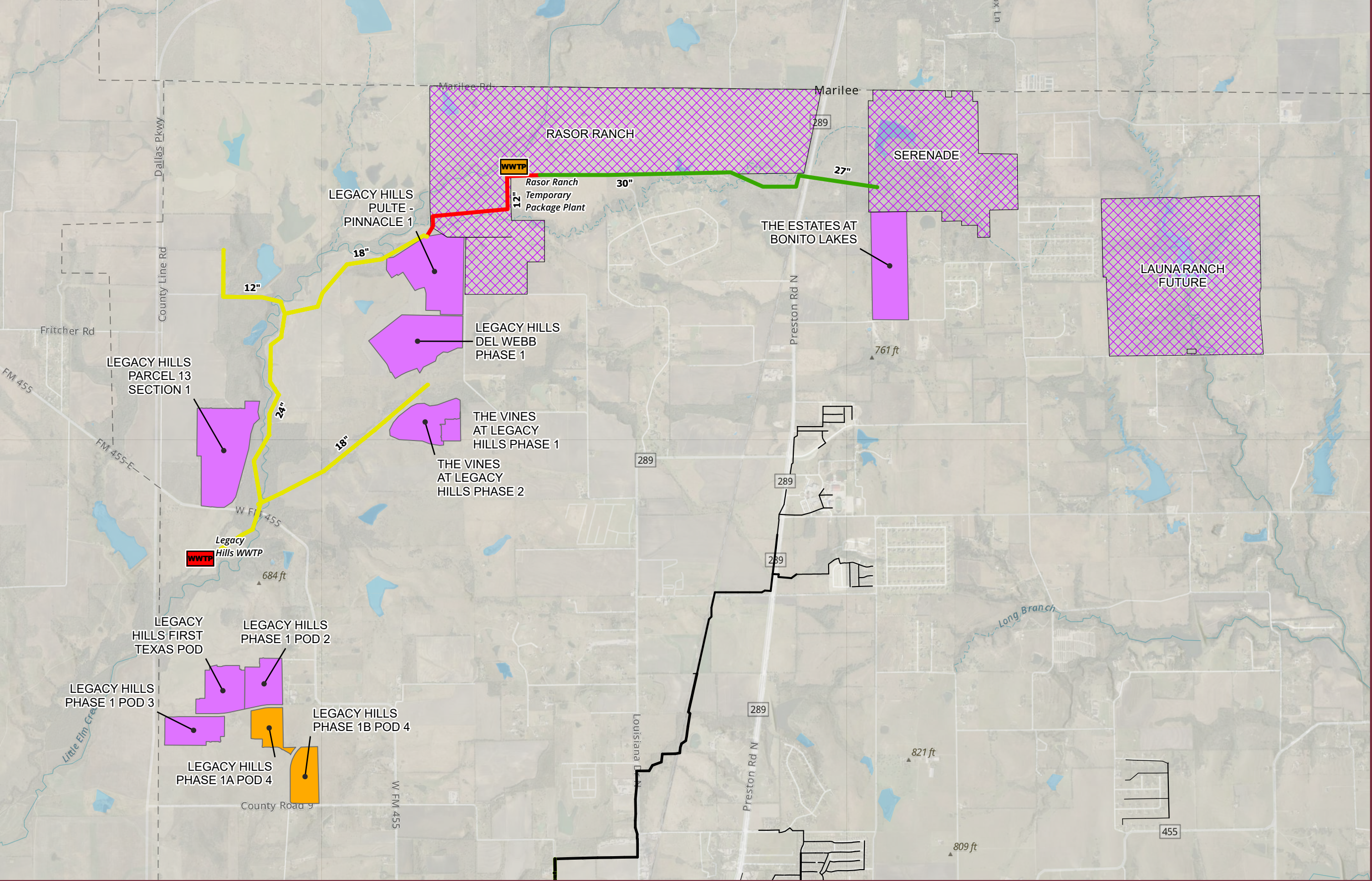


EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 Garver	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 **Garver, LLC.** ([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:	Celina Razor Sewer Interceptor		
Engineer Project #:	2301945	Work Authorization Date:	
Engineer:	Garver LLC		
Purchase Order#:		Project #:	
Engineer Representative	Lance Klement, PE	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.

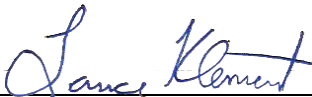
CITY OF CELINA

Signature

Printed Name & Title

Date

ENGINEER



Signature

Lance Klement, Senior PM

Printed Name & Title

11/3/2023

Date



EXHIBIT A – Scope of Work
Project No. 2301945 Celina Rasor Sewer Interceptor

Under this Work Order, the Owner (also referred to as the “City”) intends to make the following improvements for the **Celina Serenade Interceptor**.

The new interceptor will allow the flows from the Serenade development to temporarily be transported to the Legacy Hills WRF, until the Rasor WRF is online. Generally, the scope of services includes surveying, geotechnical investigation, design, bidding services, and construction support services for the design of approximately 5,500 linear feet of 12-inch wastewater pipeline beginning at Serenade development wastewater line extension to the future Rasor WRF turning southwest and ending at the Legacy development wastewater line extension to the Legacy Hills WRF.

BASIC SERVICES

Task 1 - Project Management

1. Kick-off Meeting – Conduct one (1) meeting with the City to confirm the goals, schedule, and deliverables for the Project. Meeting minutes will be prepared and distributed by ENGINEER.
2. Research and Data Collection - Meet with City engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area. Conduct an on-site review and walk through, if necessary. Review all relevant record drawings.
3. 30% Design Review Meeting – Conduct one (1) 2-hour workshop with the City to present and review the 30% design deliverable, discuss review comments, and confirm design path forward. Meeting minutes will be prepared and distributed by ENGINEER.
4. 60% Design Review Meeting – Conduct one (1) 2-hour workshop with the City to present and review the 60% design deliverable, discuss review comments, and confirm design path forward. Meeting minutes will be prepared and distributed by ENGINEER.
5. Miscellaneous Site Visits – Perform up to two (2) site visit to confirm location and site conditions for the planned improvements.
6. Team Management and Document Control – Manage all efforts of the project team, individual team members, and sub-consultants and maintain appropriate records and documentation of project decisions, modifications, activities, communication, correspondence, and schedules.
7. Prepare right-of-entry (ROE) letters using the City's template for each affected property to perform necessary surveys. If property owners do not respond to the initial letter, send a follow-up request letter via certified U.S. Mail, return receipt requested. Furnish the return receipt to the City as evidence of its compliance with this paragraph. Coordinate with the surveyor on proposed easements, coordinate and review survey.



Task 2 – Surveys

1. Establish control points 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 the North American Vertical Datum of 1988 (NAVD 88) using Geoid (12B).
2. Research current property owners and obtain copies of subdivision plats, ownership deeds, and 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 of 100-foot width (approximately 5,500 linear feet) centered on the proposed alignment to include pavement edges, curb and gutter, driveways, culverts, fences and gates, signs, mailboxes, tops and toes of slopes, grade breaks, 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. Submit a Texas 811 (Digtess) ticket and survey the locations of utilities as marked by others.
6. Coordinate with the City of Celina and survey the locations of City utilities as marked by others.
7. Provide a digital design survey drawing in Civil3D (.dwg) prepared to Garver standards showing visible surface features located, an ASCII point file, survey codes, and a copy of field notes and field sketches.

Task 3 – Easement Document Preparation

1. Prepare up to eight (8) exhibits with legal descriptions for easements. Easement documents will be signed and sealed by a Registered Professional Land Surveyor.

Task 4 – Subsurface Utility Engineering (SUE)

1. Perform up to five (5) subsurface utility engineering (SUE) quality level A test holes in general accordance with the recommended practices and procedures described in American Society of Civil Engineers (ASCE) Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). The quality level A field findings will be surveyed and delivered in the form of a CAD base file.
2. Perform subsurface utility engineering (SUE) quality level B in general accordance with the recommended practices and procedures described in American Society of Civil Engineers (ASCE) Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). Utilize geophysical prospecting equipment to designate the horizontal position of existing underground utilities that are within the existing corridor. This level of work includes acquiring as-built documentation from utility companies and making contact with their representatives. This scope of services includes up to three (3) days of field work to be identified during the design phase. The quality level B field findings will be surveyed and delivered in the form of a CAD base file.



Task 5 – Geotechnical Investigation

1. Drill, classify, and perform pertinent tests on soils at five (5) locations. All borings will be to a minimum depth of 5 feet below proposed pipeline flowline. These include two (2) borings at a depth of 30 feet, one (1) boring at a depth of 35 feet, and two (2) borings at a depth of 40 feet. Observe groundwater seepage during drilling and at completion of drilling and obtain a 24-hour water level reading.
2. Prepare a report containing general recommendations regarding surface conditions, soil and geologic conditions along proposed pipeline alignment, excavation considerations, and anticipated settlement, compaction, fill, and trench protection requirements.

Task 6 - Environmental Services

1. Obtain background data including, but not limited to, floodplain maps, national wetlands inventory maps, USGS topographic maps, current and historical aerial photography, and other readily available data.
2. Perform a preliminary jurisdictional determination to confirm NWI findings and determine impacts to Waters of the US (WOTUS). WOTUS boundaries will be delineated in the field.

Task 7 – Conceptual Design (30%)

1. 30% Plans – Prepare alignment plan and profile drawings (1":20'). These plans will be to a 30% level and will include proposed pipeline and manhole locations, property ownership, trenchless construction identified (if any), and spacing to existing infrastructure and associated profiles. The following is the estimated sheet list:
 1. Cover sheet (Assume 1 sheet)
 2. Location/Key map (Assume 1 sheet)
 3. Plan and profile sheets (Assume 11 sheets)

Estimated total number of sheets: 13

2. 30% OPCC Prepare an estimate of construction quantities and develop an AACE Class 3 preliminary opinion of probable construction cost (OPCC).
3. No specifications will be provided for this deliverable.
4. Deliverables

The following will be submitted to the City:

1. Digital copy in PDF format of the Conceptual Design (30%) plans
2. AACE Class 3 OPCC

Task 8 – Preliminary Design (60%)

1. 60% Plans – Prepare alignment plan and profile drawings (1":20'). These plans will be to a 60% level and will include proposed pipeline and manhole locations, property ownership, trenchless



construction identified (if any), and spacing to existing infrastructure and associated profiles. The following is the estimated sheet list:

1. Cover sheet (Assume 1 sheet)
2. Location/Key map (Assume 1 sheet)
3. General notes, legend, abbreviations (Assume 3 sheets)
4. Project control sheet (Assume 1 sheet)
5. Plan and profile sheets (Assume 11 sheets)
6. SWPPP narrative and erosion control notes and details (Assume 3 sheets)
7. Easement Layout Sheets (Assume 2 sheets)
8. Detail sheets (Assume 4 sheets)

Estimated total number of sheets: 31

2. 60% Specifications – Prepare preliminary technical specifications including front end documents.
3. 60% OPCC – Prepare an estimate of construction quantities and develop an AACE Class 2 preliminary opinion of probable construction cost (OPCC).
4. Deliverables

The following will be submitted to the City:

1. Digital copy in PDF format of the Preliminary Design (60%) plans
2. Digital copy in PDF format of the Preliminary Design (60%) specifications
3. AACE Class 2 OPCC
4. 30% City comments with comment responses.

Task 9 – Final Design (100%)

1. 100% Plans – Following approval of the preliminary design plans, ENGINEER will prepare final design plans (100%) for all sheets.
2. 100% Specifications – Following approval of the draft final specifications, ENGINEER will prepare final design specifications (100%). City to provide front end documents.
3. 100% OPCC – Prepare an estimate of construction quantities and develop an AACE Class 1 opinion of probable construction cost (OPCC).
4. 100% Comment Incorporation – Incorporate comments received on the 100% submittal and prepare bid ready documents.
5. Deliverables

The following will be submitted to the City:

1. Digital copy in PDF format of the Final Design (100%) plans
2. Digital copy in PDF format of the Final Design (100%) specifications.
3. AACE Class 1 OPCC
4. 60% City comments with comment responses.



Task 10 – Bidding Services

The bidding period for bidders is anticipated to extend for a 45-day duration. During the bidding phase of the project, ENGINEER will:

1. Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the City. City will pay advertising costs outside of this contract.
2. Assist the City's purchasing department by supplying construction documents for the City to advertise the project through the Owner's plan room.
3. Prepare a pre-bid meeting agenda and participate in one pre-bid meeting if requested by the City.
4. Attend the bid opening.
5. Prepare bid tabulation.
6. Evaluate bids and recommend award.
7. Attend and participate in reporting recommendation of award to City Council if requested by the City.
8. City Purchasing department to prepare Construction Contracts.
9. Prepare conformed documents (four half size sets).

Task 11 – Construction Phase Services

During the construction phase of work, ENGINEER will accomplish the following for one construction contract:

1. Attend one (1) preconstruction meeting. City will prepare the meeting agenda and prepare and distribute the meeting minutes. Assume meetings held in-person at the City's office.
2. Conduct up to three (3) site visits to the construction site to consult with the City and contractor concerning and resolving field issues.
3. Evaluate and respond up to thirty (30) construction material submittals and shop drawings. Each submittal and shop drawing review includes the original submittal and shop drawing review and an assumption of one (1) resubmittal review. Additional submittal and shop drawing reviews will be considered Extra Work. Corrections or comments made by ENGINEER on the shop drawings during this review will not relieve the Contractor from compliance with requirements of the Contract Documents. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. ENGINEER's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and



workable system, ENGINEER shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

4. Issue up to five (5) instructions to the Contractor on behalf of the City and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. If ENGINEER is requested to respond to additional RFIs, it will be considered Extra Work.
5. Provide documentation and assist the City in processing of up to two (2) change orders, including applications for extension of construction time. Evaluate the cost and scheduling proposed by the contractor and support the City in negotiation with the Contractor.
6. Participate in final project walkthrough, prepare punch list, review final project closing documents, and review and sign final pay request.
7. Prepare and furnish record drawings based on Contractor as-built redlines. Submit digital file in PDF, TIFF and AutoCad formats, of the record drawings to the City.
8. The proposed fee for Construction Phase Services is based on a 210-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the City wants ENGINEER to continue the applicable Construction Phase Services, the City will pay ENGINEER an additional fee agreed to by the City and ENGINEER.

SPECIAL SERVICES (EXTRA WORK)

For work not described or included in EXHIBIT A – Scope of Work, Special Services will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and GARVER.

The following services are not included as part of the basic services and will be performed at the request of the Owner and with additional compensation:

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval unless determined to be the result of an error or omission within the design.
- B. Tree survey by a certified arborist.
- C. Storm drainage design for street improvements.
- D. Submittals or deliverables in addition to those listed herein.
- E. Design of any utilities relocation other than the wastewater segments listed.
- F. Construction Inspection.
- G. Construction materials testing.



EXHIBIT B – COMPENSATION

For the work described under EXHIBIT A - SCOPE OF SERVICES, Tasks 1-2, and Tasks 5-11, the Owner will pay GARVER on a lump sum basis. The Owner will pay GARVER on an hourly basis for Tasks 3-4. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1 – General Items & Design Management	\$10,610.00	Lump Sum
Task 2 – Surveys	\$26,390.00	
Task 3 – Easement Document Preparation	\$14,068.00	Hourly, NTE
Task 4 – Subsurface Utility Engineering (SUE)	\$21,168.50	Hourly, NTE
Task 5 – Geotechnical Investigation	\$19,340.00	Lump Sum
Task 6 – Environmental Services	\$5,924.00	
Task 7 – Conceptual Design (30%)	\$31,988.00	
Task 8 – Preliminary Design (60%)	\$63,202.00	
Task 9 – Final Design (100%)	\$53,922.00	
Task 10 – Bidding Services	\$9,216.00	
Task 11 – Construction Phase Services	\$30,376.00	Hourly, NTE
TOTAL FEE	\$286,204.50	Varies

The total amount to be paid under this agreement is **\$286,204.50**.

For hourly not to exceed tasks, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2024.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the lump sum fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July 1, 2025.

Exhibit B

City of Celina Celina Serenade Interceptor

FEE SUMMARY

Basic Services Section	Estimated Fees
TASK 1 - Project Management	\$ 10,610.00
TASK 2 - Surveys	\$ 26,390.00
TASK 3 - Easement Documentation Preparation	\$ 14,068.00
TASK 4 - Subsurface Utility Engineering	\$ 21,168.50
TASK 5 - Geotechnical Investigation	\$ 19,340.00
TASK 6 - Environmental Services	\$ 5,924.00
TASK 7 - Conceptual Design 30%	\$ 31,988.00
TASK 8 - Preliminary Design 60%	\$ 63,202.00
TASK 9 - Final Design 100%	\$ 53,922.00
TASK 10 - Bidding Services	\$ 9,216.00
TASK 11 - Construction Phase Services	\$ 30,376.00
Subtotal for Basic Services Section	\$ 286,204.50

Exhibit B

City of Celina
Celina Serenade Interceptor

All Tasks

WORK TASK DESCRIPTION	E-5	E-3	E-1	D-2	ES-5	ES-4	ES-2	GARVER	GARVER	SUBCONSULTANT	SUBCONSULTANT	GARVER MARKUP ON SUBS	SUB-CO TOTAL	TOTAL
	hr.	hr.	hr.	hr.	hr.	hr.	hr.			10%	10%			
Basic Services Section														
1. TASK 1 - Project Management														
1. Kick-off Meeting	4	6	4					\$2,552	\$350			\$0	\$0	\$2,902.00
2. Research and Data Collection		2	6					\$1,128				\$0	\$0	\$1,128.00
3. Site Visits (up to 2)	8	8	4					\$3,888				\$0	\$0	\$3,888.00
4. Team Management and Document Control		6						\$1,044				\$0	\$0	\$1,044.00
5. Right-of-Entry Letters		2	10					\$1,648				\$0	\$0	\$1,648.00
Quality Control Review								\$0				\$0	\$0	\$0.00
								\$0				\$0	\$0	\$0.00
Subtotal - TASK 1 - Project Management	12	24	24	0	0	0	0	\$10,260	\$350	\$0	\$0	\$0	\$0	\$10,610.00
2. TASK 2 - Surveys														
1. Design Survey				4				\$540		\$23,500		\$2,350	\$23,500	\$26,390.00
								\$0				\$0	\$0	\$0.00
								\$0				\$0	\$0	\$0.00
								\$0				\$0	\$0	\$0.00
								\$0				\$0	\$0	\$0.00
Quality Control Review								\$0				\$0	\$0	\$0.00
								\$0				\$0	\$0	\$0.00
Subtotal - TASK 2 - Surveys	0	0	0	4	0	0	0	\$540	\$0	\$23,500	\$0	\$2,350	\$23,500	\$26,390.00
3. TASK 3 - Easement Documentation Preparation														
1. Easement Document Prep (up to 8 documents)		2	4					\$868		\$12,000		\$1,200	\$12,000	\$14,068.00
								\$0				\$0	\$0	\$0.00
								\$0				\$0	\$0	\$0.00
								\$0				\$0	\$0	\$0.00
Quality Control Review								\$0				\$0	\$0	\$0.00
								\$0				\$0	\$0	\$0.00
Subtotal - TASK 3 - Easement Documentation Preparation	0	2	4	0	0	0	0	\$868	\$0	\$12,000	\$0	\$1,200	\$12,000	\$14,068.00
4. TASK 4 - Subsurface Utility Engineering														
1. Level A SUE (up to 5 test holes)		2	4	2				\$1,138		\$7,225		\$723	\$7,225	\$9,085.50
								\$0				\$0	\$0	\$0.00
								\$0				\$0	\$0	\$0.00
								\$0				\$0	\$0	\$0.00
Quality Control Review								\$0				\$0	\$0	\$0.00
								\$0				\$0	\$0	\$0.00
Subtotal - TASK 4 - Subsurface Utility Engineering	0	4	8	4	0	0	0	\$2,276	\$0	\$17,175	\$0	\$1,718	\$17,175	\$21,168.50
5. TASK 5 - Geotechnical Investigation														
1. Geotech Bore (up to 5)								\$0			\$16,500	\$1,650	\$16,500	\$18,150.00
2. Geotechnical Report	2	4						\$1,190				\$0	\$0	\$1,190.00
								\$0				\$0	\$0	\$0.00
								\$0				\$0	\$0	\$0.00
Quality Control Review								\$0				\$0	\$0	\$0.00
								\$0				\$0	\$0	\$0.00
Subtotal - TASK 5 - Geotechnical Investigation	2	4	0	0	0	0	0	\$1,190	\$0	\$0	\$16,500	\$1,650	\$16,500	\$19,340.00
6. TASK 6 - Environmental Services														
1. Background and Data Collection						4	6	\$1,578				\$0	\$0	\$1,578.00
2. Preliminary Jurisdictional Determination						6	12	\$2,760				\$0	\$0	\$2,760.00
								\$0				\$0	\$0	\$0.00
								\$0				\$0	\$0	\$0.00
Quality Control Review	2	4				2		\$1,586				\$0	\$0	\$1,586.00
								\$0				\$0	\$0	\$0.00
Subtotal - TASK 6 - Environmental Services	2	4	0	0	0	12	18	\$5,924	\$0	\$0	\$0	\$0	\$0	\$5,924.00
7. TASK 7 - Conceptual Design 30%														
1. 30% Drawings								\$0				\$0	\$0	\$0.00
Location/Key Map (1 sheet)		2	2	4				\$1,148				\$0	\$0	\$1,148.00
P&P Sheets (11 sheets)		4	16	110				\$17,626				\$0	\$0	\$17,626.00
2. 30% OPCC		8	16					\$3,472				\$0	\$0	\$3,472.00
3. 30% Design Workshop		6	4					\$1,564	\$150			\$0	\$0	\$1,714.00
								\$0				\$0	\$0	\$0.00
Quality Control Review	8	16	8	8				\$6,880				\$0	\$0	\$6,880.00
								\$0				\$0	\$0	\$0.00
Subtotal - TASK 7 - Conceptual Design 30%	8	38	48	126	0	0	0	\$31,838	\$150	\$0	\$0	\$0	\$0	\$31,988.00
8. TASK 8 - Preliminary Design 60%														
1. 60% Drawings								\$0				\$0	\$0	\$0.00
Cover Sheet & Index (2 sheets)		1	2	4				\$974				\$0	\$0	\$974.00
Location/Key Map (1 sheet)		1	2	4				\$974				\$0	\$0	\$974.00
General Notes, Legend, Abbrev (3 sheets)		1	2	12				\$2,054				\$0	\$0	\$2,054.00
P&P Sheets (11 sheets)		8	24	160				\$26,112				\$0	\$0	\$26,112.00
SWPPP & Erosion Control Details (3 sheets)		1	2	32				\$4,754				\$0	\$0	\$4,754.00
Easement Layout Sheets (2 sheets)		1	2	24				\$3,674				\$0	\$0	\$3,674.00
Detail Sheets (4 sheets)				16				\$2,160				\$0	\$0	\$2,160.00
2. 60% Specifications	4	16	32					\$7,932				\$0	\$0	\$7,932.00
3. 60% OPCC	4	8	16	4				\$5,000				\$0	\$0	\$5,000.00
4. 60% Design Workshop		6	4					\$1,564	\$150			\$0	\$0	\$1,714.00
								\$0				\$0	\$0	\$0.00
Quality Control Review	8	16	8	8				\$6,880				\$0	\$0	\$6,880.00
								\$0				\$0	\$0	\$0.00
Subtotal - TASK 8 - Preliminary Design 60%	16	60	96	268	0	0	0	\$63,052	\$150	\$0	\$0	\$0	\$0	\$63,202.00
9. TASK 9 - Final Design 100%														
2. 100% Specifications	8	8	40					\$8,568				\$0	\$0	\$8,568.00
3. 100% OPCC	4	6	24	4				\$5,692				\$0	\$0	\$5,692.00
4. 100% Design Workshop		6	4					\$1,564	\$150			\$0	\$0	\$1,714.00
								\$0				\$0	\$0	\$0.00
Quality Control Review	8	16	8	8				\$6,880				\$0	\$0	\$6,880.00
								\$0				\$0	\$0	\$0.00
Subtotal - TASK 9 - Final Design 100%	20	48	112	192	0	0	0	\$53,772	\$150	\$0	\$0	\$0	\$0	\$53,922.00
10. TASK 10 - Bidding Services														
1. Prepare and Submit Advertisement for Bids		2	4					\$868				\$0	\$0	\$868.00
2. Supply Construction Documents for Advertisement		2	4					\$868				\$0	\$0	\$868.00
3. Pre-Bid Meeting & Agenda		6						\$1,044	\$150			\$0	\$0	\$1,194.00
4. Prepare Bid Tabulation		4						\$696				\$0	\$0	\$696.00
5. Evaluate Bids and Provide Recommendation of Award		4	2					\$996				\$0	\$0	\$996.00
6. Awarding Workshop		4						\$696				\$0	\$0	\$696.00
7. City Purchasing department to prepare contract documents								\$0				\$0	\$0	\$0.00
8. Prep Confirmed Documents		2	4	4				\$1,408				\$0	\$0	\$1,408.00
								\$0				\$0	\$0	\$0.00
Quality Control Review	4	4						\$1,684				\$0	\$0	\$1,684.00
								\$0				\$0	\$0	\$0.00
Subtotal - TASK 10 - Bidding Services	4	32	14	4	0	0	0	\$8,916	\$300	\$0	\$0	\$0	\$0	\$9,216.00
11. TASK 11 - Construction Phase Services														
1. Pre-Construction Meeting		6	4					\$1,584	\$350			\$0	\$0	\$1,934.00
2. Site Visits (up to 3)	4	12	12					\$4,636	\$750			\$0	\$0	\$5,386.00
3. Construction Submittals (up to 30)		15	60					\$10,410				\$0	\$0	\$10,410.00
4. RFIs (up to 5)		10						\$1,740				\$0	\$0	\$1,740.00
5. Change Orders (up to 2)		8	4					\$1,912				\$0	\$0	\$1,912.00
6. Final Project Walkthrough		6	4					\$1,564	\$250			\$0	\$0	\$1,814.00
7. Record Drawings			8	20				\$3,740				\$0	\$0	\$3,740.00
								\$0				\$0	\$0	\$0.00
Quality Control Review	4	8		8				\$3,460				\$0	\$0	\$3,460.00
								\$0				\$0	\$0	\$0.00
Subtotal - TASK 11 - Construction Phase Services	8	65	92	28	0	0	0	\$29,026	\$1,350	\$0	\$0	\$0	\$0	\$30,376.00
Subtotal - Basic Services Section	72	281	398	626	0	12	18	\$207,662	\$2,450	\$52,675	\$16,500	\$6,918	\$69,175	\$286,204.50
Project Totals	72	281	398	626	0	12	18	\$207,662	\$2,450	\$52,675	\$16,500	\$6,918	\$69,175	\$286,204.50

Exhibit B
Garver Hourly Rate Schedule: July 2023 - June 2024

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 130.00	RS-1	\$ 104.00
E-2	\$ 144.00	RS-2	\$ 137.00
E-3	\$ 174.00	RS-3	\$ 194.00
E-4	\$ 203.00	RS-4	\$ 268.00
E-5	\$ 247.00	RS-5	\$ 335.00
E-6	\$ 304.00	RS-6	\$ 411.00
E-7	\$ 422.00	RS-7	\$ 460.00
Planners		Environmental Specialists	
P-1	\$ 157.00	ES-1	\$ 104.00
P-2	\$ 196.00	ES-2	\$ 131.00
P-3	\$ 244.00	ES-3	\$ 168.00
P-4	\$ 273.00	ES-4	\$ 198.00
P-5	\$ 308.00	ES-5	\$ 248.00
Designers		ES-6	\$ 318.00
D-1	\$ 118.00	ES-7	\$ 398.00
D-2	\$ 135.00	ES-8	\$ 450.00
D-3	\$ 161.00	Project Controls	
D-4	\$ 193.00	PC-1	\$ 106.00
Technicians		PC-2	\$ 140.00
T-1	\$ 95.00	PC-3	\$ 178.00
T-2	\$ 114.00	PC-4	\$ 229.00
T-3	\$ 139.00	PC-5	\$ 280.00
T-4	\$ 180.00	PC-6	\$ 361.00
Surveyors		PC-7	\$ 454.00
S-1	\$ 58.00	Administration / Management	
S-2	\$ 77.00	AM-1	\$ 75.00
S-3	\$ 103.00	AM-2	\$ 96.00
S-4	\$ 148.00	AM-3	\$ 134.00
S-5	\$ 187.00	AM-4	\$ 171.00
S-6	\$ 218.00	AM-5	\$ 209.00
2-Man Crew (Survey)	\$ 225.00	AM-6	\$ 272.00
3-Man Crew (Survey)	\$ 282.00	AM-7	\$ 320.00
2-Man Crew (GPS Survey)	\$ 245.00	M-1	\$ 510.00
3-Man Crew (GPS Survey)	\$ 302.00		
Construction Observation			
C-1	\$ 112.00		
C-2	\$ 140.00		
C-3	\$ 171.00		
C-4	\$ 221.00		
C-5	\$ 259.00		

Agreement for Professional Services
Celina Serenade Interceptor

Garver Project No. 2301945



EXHIBIT C – SCHEDULE

The following schedule details the anticipated milestones and delivery dates for each deliverable.

Work Item	Duration from Notice to Proceed
Task 1 – General Items & Design Management	Concurrent with subsequent tasks
Task 2 – Surveys	60 days from Notice to Proceed
Task 3 – Easement Document Preparation	Concurrent with subsequent tasks
Task 4 – Subsurface Utility Engineering	Concurrent with subsequent tasks
Task 5 – Geotechnical Investigation	Concurrent with subsequent tasks
Task 6 – Environmental Services	Concurrent with subsequent tasks
Task 7 – Conceptual Design (30%)	30 days from completion of Surveys
Task 8 – Preliminary Design (60%)	60 days from approval of Conceptual Design
Task 9 – Final Design (100%)	30 days from approval of Preliminary Design
Task 10 – Bidding Services	As determined by the City
Task 11 – Construction Phase Services	210 days from Construction NTP



Exhibit D – Deliverables

The following deliverables are anticipated with this work order:

1. Progress reports and invoices.
2. Topographic survey in digital format.
3. Up to eight (8) easement documents.
4. Level B SUE in digital format.
5. Geotechnical report in PDF format.
6. Phase 1 Environmental Site Assessment in PDF format.
7. Conceptual design (30%) drawings and OPCC in PDF format.
8. Preliminary (60%) design drawings, specifications, and OPCC in PDF format.
9. Final (100%) design drawings, specifications, and OPCC in PDF format.
10. Two design workshops with the Owner.
11. Record drawings in PDF format.



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ryan Quigley, Purchasing Agent
CC: Andy Glasgow, Director of Engineering
Date: December 12, 2023
Re: Marilee Road Design (Preston to DNT) R84

Action Requested:

Consider and act to approve a work authorization for design services for the reconstruction of Marilee Road from Preston Road to Dallas Parkway with TRC Engineers for an amount not to exceed \$128,070.00. (Quigley)

Background Information:

The project entails the reconstructive design of Marilee Road from Dallas Parkway to Preston Road. The design will be a hot-mix asphalt pavement section, including a topographic survey, geotechnical survey, civil engineering, and construction administration.

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 five years.

Legal Review:

N/A

Supporting Documents:

1. Work Authorization to MSA - TRC_Marilee Rd

Financial Consideration:

Funding is available in road capital recovery 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
--------	---------------	------------	------------

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:	Marilee Road Improvements		
Task Order #		Task Order Date:	
Engineer:	TRC Engineers, Inc.		
Purchase Order#:		Project #:	
Engineer Representative	Justin Thomas	Owner Representative:	Andy Glasgow

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

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

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA

Signature

Printed Name & Title

Date

ENGINEER

Justin Thomas

Signature

Justin Thomas, PE, Office Practice Leader

Printed Name & Title

9/7/2023

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: 2023.09.07 14:52:08-05'00'



700 Highlander Blvd.
Suite 210
Arlington, TX 76015

T 817.522.1000
TRCcompanies.com

September 7, 2023

Andy Glasgow, PE, PMP, CFM
Director of Engineering
City of Celina
142 N. Ohio Street
Celina, TX 75009

Re: Marilee Road Improvements
Engineering Services Proposal

Dear Andy:

The City of Celina (City) has requested that TRC Engineers, Inc. (TRC) provide this engineering proposal for design services related to the above referenced project. The overall project consists of reconstructing approximately 4.2 miles of pavement, as shown in the attached exhibit.

This work would be provided as a task order under the Master Service Agreement (MSA) executed between the City and TRC.

The opportunity to provide this proposal is greatly appreciated. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

A handwritten signature in black ink that reads "Justin Thomas". The signature is written in a cursive, flowing style.

Justin Thomas, P.E.
Arlington CES Practice Leader
TRC Engineers, Inc.

Attachments

ATTACHMENT A
TRC SCOPE OF WORK

CITY OF CELINA, TEXAS
MARILEE ROAD IMPROVEMENTS

TASK 1 – TOPOGRAPHIC SURVEY

TRC will provide topographical data as required to complete the engineering design. Survey data will be provided in AutoCAD format and include an existing basemap showing locations of street ROW, property lines, easements, fences, culverts and other pertinent existing features within the project area. Surveyor will contact utility locating service 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. The survey will encompass the width of the Right-of-Way (ROW) for each street section.

TASK 1 – GEOTECHNICAL SERVICES

TRC will provide a geotechnical report of the existing soils. This will include twenty-five (25) borings at an approximate spacing of 1,000 feet or less and depths of about 10 feet, or to the top of bedrock, whichever is shallower using a truck mounted drilling rig. The report will include a site map of all borings, boring log with soil description, groundwater information, and pavement/subgrade recommendations.

TASK 1 – CIVIL ENGINEERING

TRC will prepare construction plans and specifications for the reconstruction of the existing Marilee Road as shown in the attached exhibit. Plan sheets will include paving site map and pertinent details for asphalt with cement treated full depth repair of approximately 22,340 linear feet of existing roadway.

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 2 - 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 prepare construction contract documents. After the bidding is completed, TRC will provide updated construction plans and specifications to include the bid addenda for use during construction.

Throughout construction, TRC will assist the City with contractor correspondence, materials submittal review, respond to contractor requests for information (RFI), contractor pay request reviews, attendance at one preconstruction meeting, attendance at monthly progress meetings (maximum of seven) with the contractor, periodic site visits (maximum of two), final inspection with the contractor and City staff, preparation of punch list and record drawing preparation based on the contractor's as-built plans.

ASSUMPTIONS

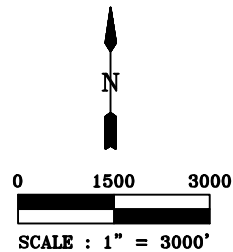
The following assumptions apply to the basis of costs for this project:

- Plan and bid documents will be per TRC's and the City's standards.
- City will be responsible for arranging ROW, easement, and/or property access prior to commencement of fieldwork.
- Only paving improvements will be needed. Existing culverts and drainage ditches will remain as is.

EXCLUSIONS

The following items are excluded from the Scope of Work:

- Storm sewer design or detailed drainage analysis.
- 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.



MARILEE ROAD FROM DALLAS PARKWAY TO
PRESTON ROAD
(24' ROADWAY RECONSTRUCTION) EXHIBIT
CELINA, TX
01/26/2023



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	\$ 22,470
2. Geotechnical Services	\$ 30,870
3. Civil Engineering	\$ 59,940
4. <u>Construction Administration</u>	<u>\$ 14,790</u>
TOTAL CONTRACT AMOUNT:	\$ 128,070

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 October 2023, we estimate the milestone timeline as follows:

1. Topographic Survey – November 2023
2. Geotechnical Services – December 2023
3. Engineering Design – January 2024
4. Bidding – March 2024
5. Construction – June 2024
6. Record Drawings – July 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% 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: Benjamin Sutton, Buyer
CC: Dustin McAfee, Executive Director of Development Services
Date: December 12, 2023
Re: FY 24 Development Services Vehicle Enhancement for New Building Inspector MBudget #515

Action Requested:

Consider and act to authorize the purchase of one vehicle for Development Services from Grapevine Dodge through a cooperative agreement with BuyBoard in an amount not to exceed \$38,948.00. (Sutton)

Background Information:

Staff requests authorization to purchase one Dodge Ram 1500. This unit will be added as an enhancement to the Fleet for a new Building Inspector and will be purchased using BuyBoard contract #601-19.

Model	Price	CoOp	Contract #	Mbudget ID
Ram 1500	\$38,948.00	BuyBoard	601-19	#515

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. Ram 1500 MB#515

Financial Consideration:

Funding is available in the current budget.

Staff Recommendation:

Staff recommends approval.

PRODUCT PRICING SUMMARY BASED ON CONTRACT
BUYBOARD #601-19
Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF CELINA
 Contact: BENJAMIN SUTTON
 Phone/Email: BSUTTON@CELINA-TX.GOV
 Product Description: 2023 1500 QUAD CAB STOCK

Rep: Dennis Thomas
 Phone: 817-410-7541
 Email: dthomas@grapevinedcj.com
 Date: 11/29/2023

A. Bid Series 1500

A. Base Price:

17,888

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DS1L41	23 QUAD CAB 6FT4IN BED	17,764	29B	TRADESMAN V6	STD
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
XAA	BACKUP SENSORS	243	GXM	REMOTE KEYLESS	184
DMD	3.55 AXLE	92	TBB	SPARE	194
XCH	2 EXTRA KEYS	189	DSA	ANTI SPIN AXLE	480
LM1	DAYTIME RUNNING LIGHTS	39			
Total of B. Published Options:					19,185

C. Unpublished Options

\$= 0.0%

Options	Bid Price	Options	Bid Price
4 CORNER STROBESFLASH	1250		
BLUE/AMBER ALTERNATING DOUBLE FLASH			
SAFETY TRIANGLES (2)			
Total of C. Unpublished Options:			1250

D. Pre-delivery Inspection:

E. Texas State Inspection:

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: _____ miles

K. Subtotal:

L. Quantity Ordered _____ x K =

M. Trade in: _____

N. BUYBOARD Administrative Fee (\$400 per purchase order)

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$
\$
\$
\$
\$
\$
\$225
\$38,548
\$
\$400.00
\$38,948



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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: December 12, 2023
Re: Striping equipment for the Streets department MBudget ID 608

Action Requested:

Consider and act to purchase striping equipment for the Streets Department from Centerline through a cooperative contract with Buyboard for an amount not to exceed \$58,553.93. (Quigley)

Background Information:

Staff requests authorization to purchase striping equipment for the Streets Department (MBudget ID 608). This equipment will allow the Sign Department to install thermoplastic pavement marking on the roadways for school zones, stop bars, parking lots, and spaces in downtown and residential areas.

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. Item 956 Buyboard Quote Striping Equipment_Centerline

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.



Quote

Page 1

Centerline Supply, Inc.
530 Jesse Street
Grand Prairie, TX 75051
United States
P: (800) 321-1751

Quote Number: QTE0028414

Quote Date: 10/12/23

Prepared By: cmurchison

Sales Rep: TNICHOLS

BILL TO:

CELINA, CITY OF
142 N OHIO ST
CELINA TX 75009

SHIP TO:

JOSHUA
CELINA, CITY OF
10165 COUNTY RD 106
CELINA TX 75009

Notes: BUYBOARD CONTRACT # 703-23

Customer P.O.	Ship VIA	Terms	Shipping Terms		
JOSHUA	CLSDELIVERY	NET30	Prepaid & Add		
Item Number	Ordered	Unit	Price	Extended Price	
51 24H-623	1	EA	\$23,350.00	\$23,350.00	
50C [E] THERMOLAZER-PROMELT SYSTEM W/4" DIE (GRACO)					
51 24H-430	1	EA	\$3,500.00	\$3,500.00	
50N [E] THERMOLAZER PROMELT SMARTDIE 2 DIE-12"					
51 24J-356	1	EA	\$114.92	\$114.92	
50N [E] REPLACEMENT BLADES (5 PK)					
51 262-005	1	EA	\$8,850.00	\$8,850.00	
50C [E] LINEDRIVER-HEAVY DUTY MODEL					
51 26A-785	1	EA	\$23,250.00	\$23,250.00	
50C [E] GRINDLAZER HP 1013G W/10" DIAMOND FLAT CUTTER					
51 25M-224	1	EA	\$5,995.00	\$5,995.00	
50C [E] STRIPING MACHINE-LINELAZER V 3400 1 GUN, MECHANICAL					

Quotations are valid for 30 days from the date of quotation.

Signature: _____

Printed Name: _____

Net Order:	\$65,059.92
Discount %	10%
Less Discount:	\$6,505.99
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$58,553.93

WE NOW OFFER CUSTOM VINYL DECALS, FLEET GRAPHICS, WINDOW PRINT FILMS, AND MORE!

1.5% FINANCE CHARGE FOR INVOICES OVER 30 DAYS. Terms & Conditions Apply.

CENTERLINE SUPPLY, INC. - TOLL FREE (800) 321-1751 - SALES@CLSUSA.COM



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ryan Quigley, Purchasing Agent
CC: Eric Everson, Assistant Fire Chief
Date: December 12, 2023
Re: Fitness Equipment for Fire Station #3

Action Requested:

Consider and act to purchase fitness equipment for Fire Station #3 for the Fire Department from Fit Supply through a cooperative contract with Buyboard (Contract 665-22) for an amount not to exceed \$60,495.60. (Quigley)

Background Information:

The purchase includes an incline trainer, treadmill, stair stepper, rowing machine, free weights, racks, and weight equipment that will be used by staff at Station #3 to assist in a daily exercise regimen. The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. The use of a cooperative contract 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. Buyboard Quote for Fit Supply 60,495.60

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.





Quote# QTE17824

Physical Address:
Fit Supply, LLC
1100 N. 28th Ave., Suite 400
DFW Airport TX 75261
United States;

Mail Payment To:
3341 Regent Blvd
Ste 130355
Irving, TX 75063

Date: 10/30/2023

Bill To

Accounts Payable
City of Celina
142 N. Ohio St.
Celina TX 75009
United States

Ship To

Celina Fire Department Station 3
4400 FM 1385
Aubrey TX 76227
United States

Sales Rep	Terms	PO #	Customer Delivery Method	
Wright Baber	Net 30		Fit Supply : Business Installation	

Qty	Item	Description	MSRP	Price	Total
1	WBCONTACT			\$0.00	\$0.00



1	BB-Contract	Buy Board Contract		\$0.00	\$0.00
No. 665-22, Athletic, Physical Education, Gymnasium Supplies and Equipment and Related Accessories					

1	FMF-FMTK74218	Freemotion i10.9b Incline Trainer	\$10,399.00	\$8,125.00	\$8,125.00
		- Deck: 1 in (2.5 cm) Double-Sided, Cushioned Deck - Drive Motor: AC 5.0 HP Commercial Drive Motor - Power Requirements: 110-120 VAC, 20 Amp, Dedicated Circuit - Decline / Incline Range: -3% decline to +30% incline - Controls: 1-STEP™ Decline Control -3% 1-STEP™ Incline Control 0-30% 1-STEP™ Speed Control 0-12 mph (0-19 km/h) - Dimensions (L x W x H): 80 x 34.8 x 76 in - Max User Weight: 400 lbs Warranty Info: Frame & Drive Motor - 7 Years, Parts - 2 Years, Console - 2 Years, Labor - 1 Year			

I accept the terms and conditions of this quotation:

Initial: _____

Page | 1 of 17



Qty	Item	Description	MSRP	Price	Total
2	JOH-T-ES-LED	Matrix Endurance LED Treadmill  - DISPLAY: Large number LED with message center - POWER REQUIREMENTS: 20 A dedicated circuit required, non-looped grounded - ASSEMBLED DIMENSIONS: 83.9" x 34.3" x 64.2" - MAX USER WEIGHT: 400 lbs. Warranty Info: 3 Years Parts, 3 Years Labor	\$9,205.00	\$4,996.43	\$9,992.86
1	JOH-C-ES-LED	Matrix Endurance LED Climbmill  - DISPLAY: Large number LED with message center - POWER REQUIREMENTS: 100–240 V — 50/60Hz AC - ASSEMBLED DIMENSIONS: 63.5" x 40.3" x 85.8" - MAXIMUM USER WEIGHT: 400 lbs. Warranty Info: 3 Years Parts, 3 Years Labor	\$10,895.00	\$6,246.43	\$6,246.43
3	CON-2712-US	Concept2 Standard RowErg, with PM5 monitor, 14" seat height (black only)  - Indoor rowing is an effective full-body, low-impact workout - Flywheel design minimizes noise while maximizing a smooth feel - Includes the Performance Monitor 5, giving you accurate, comparable data for every row; Adjustable monitor arm - 14-inch seat	\$990.00	\$900.00	\$2,700.00
2	Service Fee	Rogue RM-4 Monster Rack 2.0 Rogue RM-4 Monster Rack 2.0 Rig Color: Rogue Red Height: 100" Option 1: Hardware Finish: Bright Zinc Option 2: Front Pull-up Bar: XM-431 Monster 43 Single Pullup Bar Option 3: Rear Crossmember: XM-433 Monster Fat/Skinny Option 4: J-cups: Monster Standard J-Cup Pair Option 5: Safeties: Strap Safety Set Includes 1 Rogue Monster Landmine 2.0		\$2,175.00	\$4,350.00



Qty	Item	Description	MSRP	Price	Total
4	Service Fee	Rep Fitness AB-5200 2.0 Adjustable Bench Rep Fitness AB-5200 2.0 Adjustable Bench Matte Black Frame and Red Rails Wide Seat Adjustable Post		\$700.00	\$2,800.00
1	JOH-VS-VFT HS + VS-FTS18	Matrix Versa Functional Trainer Heavy Stack  - Multi-position pull-up handles for greater exercise variety - Fully enclosed weight stacks protect the machine's internal components - Enhanced placards highlight targeted muscle groups and proper user positioning for a wide range of exercises - 1:2 pulley ratio provides smooth operation - One-handed pulley adjustment offers easy operation - Frame guards protect against chips and scratches - Clearly indicated adjustments for ease of use - Compact design accommodates placement in spaces with ceilings as low as 244 cm / 8' - Standard effective resistance 34 kg / 75 lbs. (per side) - 46 cm / 18" connection accommodates optional training handles - Optional: VS-VFT60 heavy stack for added 13.6 kg / 30 lbs. of effective resistance per side for 47.6 kg / 105 lbs. total effective resistance - Optional accessory: VS-FTHP handle package includes four training handles (v-bar, curl bar, ropes, ankle strap) - Optional: VS-FTIW 2.2 kg / 5 lb. increment weight - Warranty: Frame (no coatings) 10 years. Weight stacks: 5 years Pivot bearings: 5 years Other/not specified: 3 years Labor: 3 years Upholstery/Springs/Grips/Cable: 1 year Accessories 6 months.	\$6,475.00	\$4,675.00	\$4,675.00
1	TKO-820TS	TKO 17" Chrome Cable Bar w/Polyurethane  - Chrome bar with revolving center - Polyurethane round grip - Attaches quickly to any machine's cable system	\$44.00	\$30.80	\$30.80

I accept the terms and conditions of this quotation:

Initial: _____

Page | 3 of 17



Qty	Item	Description	MSRP	Price	Total
1	TKO-820TDH	TKO Seated Row Chrome Bar w/Polyurethane - Chrome bar - Polyurethane round grips	\$44.00	\$35.71	\$35.71
					
2	TKO-106-BK	TKO Ankle Strap, Neoprene, Black TKO Ankle Strap, Neoprene, Black	\$12.00	\$10.71	\$21.42
					
1	TKO-820TR	TKO 24" Tricep Rope TKO 24" Tricep Rope	\$22.00	\$19.64	\$19.64
					
1	TKO-820TPD	TKO Triceps Full Ext. Chrome Bar - Chrome Bar - Polyurethane round grips	\$50.00	\$39.29	\$39.29
					



Qty	Item	Description	MSRP	Price	Total
1	TKO-256BR-1.5-40	TKO Battle Rope 1.5"-40 feet long, Nylon Covered	\$170.00	\$160.71	\$160.71
		TKO Battle Rope 1.5"-40 feet long, Nylon Covered			
1	TRQ-TANK-M4-COMPLETE-KIT	Torque TANK M4 Complete Kit w/accessory kit and performance handles	\$2,894.00	\$1,900.00	\$1,900.00
		1 TANK™ M4 1 TANK™ Tow Rope 1 TANK™ Strap/Harness Tow Kit 1 TANK™ Weight Horn Kit			
16	TRB-GO-045VR	Troy 45 lb Olympic Rubber Encased Grip Plate	\$134.28	\$98.04	\$1,568.64
					
16	TRB-GO-035VR	Troy 35 lb Olympic Rubber Encased Grip Plate	\$104.44	\$76.25	\$1,220.00
					
16	TRB-GO-025VR	Troy 25 lb Olympic Rubber Encased Grip Plate	\$74.60	\$54.46	\$871.36
					

I accept the terms and conditions of this quotation:

Initial: _____

Page | 5 of 17



Qty	Item	Description	MSRP	Price	Total
16	TRB-GO-010VR	Troy 10 lb Olympic Rubber Encased Grip Plate	\$29.84	\$21.79	\$348.64
					
16	TRB-GO-005VR	Troy 5 lb Olympic Rubber Encased Plate (Does Not Have Grips)	\$14.92	\$10.89	\$174.24
					
4	TRB-GBO-045SBP	Troy 45 lbs USA Rubber Bumper Plate	\$133.10	\$92.86	\$371.44
					
4	TRB-GBO-035SBP	Troy 35 lbs USA Rubber Bumper Plate	\$103.08	\$71.88	\$287.52
					

I accept the terms and conditions of this quotation:

Initial: _____

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Qty	Item	Description	MSRP	Price	Total
4	TRB-GBO-025SBP	Troy 25 lbs USA Rubber Bumper Plate	\$74.78	\$52.23	\$208.92
					
4	TRB-GBO-010SBP	Troy 10 lbs USA Rubber Bumper Plate	\$39.80	\$28.57	\$114.28
					
4	TRB-GOPT	Troy Deluxe Olympic Plate Rack with Dual 2" Olympic Bar Holders	\$164.16	\$121.88	\$487.52
					
4	Service Fee	The Original Texas Power Bar		\$360.00	\$1,440.00
		The Original Texas Power Bar with Black Zinc Shaft			
4	TKO-812LBC	TKO Lock Jaw Collar	\$66.00	\$52.57	\$210.28
		- Injection Molded - Pressure pads protect bars - Locking tab for secure fit			

I accept the terms and conditions of this quotation:

Initial: _____

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Qty	Item	Description	MSRP	Price	Total
1	TRB-KB-010G2	Troy 10 lb Black Cast Iron Kettlebell	\$24.90	\$16.96	\$16.96
					
1	TRB-KB-015G2	Troy 15 lb Black Cast Iron Kettlebell	\$37.36	\$25.45	\$25.45
					
1	TRB-KB-020G2	Troy 20 lb Black Cast Iron Kettlebell	\$49.80	\$33.93	\$33.93
					
1	TRB-KB-025G2	Troy 25 lb Black Cast Iron Kettlebell	\$62.26	\$42.41	\$42.41
					
1	TRB-KB-030G2	Troy 30 lb Black Cast Iron Kettlebell	\$74.70	\$50.89	\$50.89
					

I accept the terms and conditions of this quotation:

Initial: _____

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Qty	Item	Description	MSRP	Price	Total
1	TRB-KB-040G2	Troy 40 lb Black Cast Iron Kettlebell	\$99.60	\$67.86	\$67.86
					
1	TRB-KB-050G2	Troy 50 lb Black Cast Iron Kettlebell	\$124.50	\$84.82	\$84.82
					
1	TRB-GKBR-3	Troy Vertical kettlebell rack with 4 hooks and accessory tray – platinum finish	\$301.72	\$215.63	\$215.63
					
1	TRB-TSD-005-050R	Troy 12-Sided Rubber Encased Dumbbell 5-50 lbs Set (5 lb Increments)	\$1,981.36	\$1,474.32	\$1,474.32
					



Qty	Item	Description	MSRP	Price	Total
1	TRB-TSD-055-100R	Troy 12-Sided Rubber Encased Dumbbell 55-100 lbs Set (5 lb Increments) 	\$5,549.32	\$4,126.88	\$4,126.88
1	TRB-TDR-3	Troy Horizontal Dumbbell Rack - 3-Tier Rail Rack w/o Saddles  - The VTX Deluxe 3-Tier Horizontal Dumbbell Rack will hold up to 23 pairs of USA and VTX dumbbells ranging from 3 lbs. to 100lbs (including 8 & 12 lb. sizes), and will hold up to 20 pairs of Troy dumbbells ranging from 5lbs to 100lbs. This durable rack is constructed with 12-gauge heavy duty 2" x 2" tubing and designed to efficiently store a wide range of dumbbell sizes for institutional, vertical and home applications.	\$672.30	\$485.63	\$485.63
1	TRB-GMB-G2-PKG	Troy Functional Training Med Balls Package (4-15lb)  - Thick, rugged shell - Textured grip - Bright, color coded numbers - Available in 6 different color schemes by size: 4lb - Green Diameter: 17.8cm 6lb - Yellow Diameter: 22.8cm 8lb - Red Diameter: 22.8cm 10lb - Orange Diameter: 22.8cm 12lb - Purple Diameter: 22.8cm 15lb - Blue Diameter: 27.5cm	\$298.02	\$240.94	\$240.94
1	BSD-BSTDMB12	Body Solid 12lb. Dual Grip Medicine Ball 	\$94.00	\$78.57	\$78.57



Qty	Item	Description	MSRP	Price	Total
1	BSD-BSTDMB20	Body Solid 20lb. Dual Grip Medicine Ball	\$144.00	\$117.86	\$117.86
					
1	BSD-BSTDMB25	Body Solid 25lb. Dual Grip Medicine Ball	\$198.00	\$161.16	\$161.16
					
1	TRB-GSMB-010	Troy 10 lb VTX Slam Ball 9" Diameter	\$43.44	\$32.82	\$32.82
					
1	TRB-GSMB-020	Troy 20 lb VTX Slam Ball 9" Diameter	\$67.22	\$49.70	\$49.70
					
1	TRB-GSMB-025	Troy 25 lb VTX Slam Ball 9" Diameter	\$77.96	\$57.20	\$57.20
					

I accept the terms and conditions of this quotation:

Initial: _____

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Qty	Item	Description	MSRP	Price	Total
1	TRB-GWBR	Troy Vertical 4 Tier, Rotating Fitness Ball Rack. Stores up to 12 balls.	\$457.36	\$346.88	\$346.88
					
1	BSD-BSTWPBOX	Body Solid 3 Way Wooden Plyo Box, 20", 24", 30"	\$200.00	\$168.35	\$168.35
		- Three distinct box heights 30" x 24" x 20" - On-product exercise instruction - Ideal for box jumps, dips, step-ups, negative jumps box push-ups - Constructed from durable, high-quality wood - Easy snap assembly - Sanded edges for increased safety - Dimensions: 30" x 24" x 20"			
1	TRX-CLUB4	TRX Commercial Suspension Trainer v.4 (rubber handles, locking carabiner, velcro foot cradles)	\$239.95	\$187.46	\$187.46
		- Ergonomic and Durable Handles - Ultra-Durable Dupont Kevlar - Theft-Resistant Locking Carabiner - Corrosion-Resistant - Barrel Lock Adjustors - Multiple Anchoring Solutions: workout outside, in a doorframe, against a wall, or get creative with this versatile product			
1	TKO-3120	TKO Extra Light Strength Bands - Orange 1/2"	\$13.00	\$10.71	\$10.71
					



Qty	Item	Description	MSRP	Price	Total
1	TKO-3121	TKO Light Strength Bands - Blue 1 1/8"	\$22.00	\$17.86	\$17.86
					
1	TKO-3122	TKO Average Strength Bands - Grey 1 3/4"	\$33.00	\$26.79	\$26.79
					
1	TKO-3123	TKO Heavy Strength Bands - Black 2 1/2"	\$44.00	\$35.71	\$35.71
					
3	TKO-222HSR	TKO High Speed Rope	\$8.00	\$6.25	\$18.75
					
	- 9ft PVC rope - Smooth swivel design for agility training - Non slip soft grip handle				
1	TRB-GSB-065	Troy VTX Stability Ball (65cm)	\$38.30	\$30.36	\$30.36
					



Qty	Item	Description	MSRP	Price	Total
6	BSD-BSTFM10	Foam Exercise Mat	\$20.00	\$15.00	\$90.00

Target Account Discount

Earn Your Business Discount

1	REQ-ER	Electrical Requirements		\$0.00	\$0.00
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- Treadmills: 110V treadmills require the use of a 100/125vac, 50/60Hz, 20amp dedicated circuit (2.5KW maximum).
- The outlet should be a NEMA 5-20R. The hot, neutral, and ground must all be independently isolated (not looped or tied to other circuits).
- Ellipticals and Bikes: 110V
- Televisions attached: 110V

Disclaimer: Customer is required to have electrical available at Fitness equipment products that require power. Customer will be required to pay additional installation charges for a Technician to make a additional trip to program/complete installation when power/electrical is not active and fully functional at time of equipment installation.

Subtotal:	\$56,695.60
Shipping:	\$3,300.00
Installation:	\$3,000.00
Target Account Discount:	(\$2,500.00)
Tax Total:	\$0.00
Total:	\$60,495.60



Terms & Conditions**AGREEMENT:**

The executed or accepted product Proposal and these Terms and Conditions of Sale constitutes a Sales Agreement (hereinafter, "Agreement") between Fit Supply, LLC, a Texas limited liability company (hereinafter, "Fit Supply"), and Buyer, as set forth herein on the Agreement, for the purchase of the products and services listed hereinabove. Fit Supply's sales representatives do not have authority to change or modify the terms and conditions of this Agreement.

PURCHASE ORDER:

Buyer may provide Buyer's standard form of purchase order to place orders for products and services, but any terms and conditions on such standard form which are in addition to or inconsistent with the terms and conditions of this Agreement will be deemed stricken from such order. If Buyer provides its standard form of purchase order to place an order and prefers for any of its terms and conditions to be effective, Buyer shall deliver a written statement setting forth those terms and conditions that are different than those appearing herein prior to executing this Agreement for Fit Supply to consider. If Buyer executes this Agreement, Buyer agrees to all of Fit Supply's terms and conditions. All product or service orders shall be made or confirmed in writing and are subject to acceptance by Fit Supply. The Buyer shall be responsible for all costs and fees incurred by Fit Supply for refused shipments including freight and insurance costs. Orders cancelled after executing this Agreement will be subject to a cancellation fee of twenty-five percent (25%) of the total price listed on the proposal

PRICES:

The prices provided herein to Buyer for all products and services shall be valid for thirty (30) days from the date listed on the proposal unless executed. Buyer shall be responsible for all sales, use, or other taxes, applicable to Buyer's purchase of products and/or services. Buyer shall pay such taxes when invoiced by Fit Supply or shall supply appropriate tax exemption or resale certificates. Buyer is also responsible for any domestic or foreign forwarding agent or brokerage fees, duties, or other fees and any export licenses which may be necessary to export the products. Fit Supply reserves the right to correct any clerical or mathematical errors at any time.

CUSTOM PRODUCT:

Fit Supply requires a non-refundable one-hundred percent (100%) down payment for all custom products. An executed Agreement containing custom products contractually obligates the Buyer to take delivery. Custom orders cannot be cancelled and may not be rescheduled without the prior approval of a corporate officer of Fit Supply, which may be withheld at the sole and absolute discretion of Fit Supply. All custom orders may have an upcharge to be determined by Fit Supply.

SHIPMENTS:

F.O.B. shipping point shall be Fit Supply's warehouse or the manufacturer's warehouse if shipped directly to the customer unless otherwise specified. Risk of loss with respect to Fit Supply products shall pass to Buyer at the time of delivery of the products to the carrier for shipment or upon pickup from Fit Supply's warehouse if Buyer arranges for pickup. The Buyer assumes all risk involved in the transportation and handling of the equipment or goods once it has left Fit Supply's or manufacturer's warehouse, including, but not limited to, damage during shipment. The Buyer is advised that inspection should be made of any equipment or goods before accepting delivery. Acceptance of delivery constitutes acceptance of goods and equipment. The Buyer must file its own claim for any type of damages directly with the carrier in the event of any loss or damage during transportation, and must make payment for any equipment or goods purchased from Fit Supply regardless of any dispute the Buyer may have with any carrier or agents. Fit Supply will attempt in good faith to ship on or before any scheduled shipment date. Buyer acknowledges that Fit Supply may, from time to time, be subject to manufacturer production or shipping delays as well as its own in house production or shipping delays. In such event, Buyer agrees that Fit Supply may, in its sole discretion, allocate distribution of Fit Supply's products among its customers, notwithstanding the effect such allocation may have on Buyer's outstanding orders, and Fit Supply will not be liable for any damages, however described or arising, for a good faith failure to fill any order or for delay in meeting a scheduled shipment date. Fit Supply may provide reasonable notice to Buyer regarding any material delay in shipment. Fit Supply may make partial shipments of Buyer's orders. Such partial shipments shall be separately invoiced and paid for when due, without regard to subsequent shipments. Delay in shipment or delivery of any particular installment shall not alone relieve Buyer of its obligation to accept subsequent installments. Fit Supply may provide reasonable notice to Buyer in the event of material delays in connection with partial shipment of any order. Fit Supply will use its best efforts to deliver as specified, but in no event will Fit Supply be liable for any damages, consequential or otherwise, arising from any failure of Fit Supply to meet any delivery date.

RETURNS:

Any Custom Products and/or Customer modified Standard Products ordered from Fit Supply cannot be cancelled or returned. Credit may be issued only on those items that are stock items of standard manufacture and in new, salable condition in the original packaging or in unused condition, when return is authorized in advance by Fit Supply. All returns shall be at the expense and risk of the Buyer and subject to a twenty-five (25%) restocking charge of the original purchase price.

WARRANTY:

BUYER AGREES THAT THE PRODUCTS OR GOODS BEING PURCHASED ARE "AS IS" UNLESS OTHERWISE STATED. ALL NEW EQUIPMENT PURCHASED FROM FIT SUPPLY WILL CARRY ITS OWN LIMITED WARRANTY FROM THE MANUFACTURER. FIT SUPPLY REMANUFACTURED USED PRODUCTS WILL HAVE A NINETY (90) DAY PARTS AND LABOR WARRANTY AND CLEANED AND SERVICED OR REFURBISHED USED PRODUCTS WILL HAVE A THIRTY (30) DAY PARTS AND LABOR WARRANTY. ANY SUCH WARRANTY MENTIONED HEREINABOVE SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES BY FIT SUPPLY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY FIT FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY. FIT SUPPLY SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT FOR ANY DAMAGES SUFFERED BY BUYER OR ANY THIRD PARTY INCLUDING, BUT NOT LIMITED TO DAMAGES FOR PERSONAL INJURIES OR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF FIT SUPPLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

I accept the terms and conditions of this quotation:

Initial: _____

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**INSTALLATION:**

The Buyer may choose to contract with Fit Supply to install the purchased products. Installation will be done in a workmanlike manner. At the time the order is placed, the Buyer will provide Fit Supply with a specific installation date and a site survey. If Buyer does not have a specific installation date, Fit Supply will contact Buyer with an install date. Fit Supply will make reasonable commercial efforts to install the product on or before the installation date. Product held more than ten (10) days after the installation date at the Buyer's request will be subject to a storage fee. Product held more than thirty (30) days past the installation date at the Buyer's request will be subject to a ten percent (10%) restocking fee as well as a storage fee.

Fit Supply is not liable for any damage to existing driveways or other driving surfaces that may result from our delivery trucks, which can weigh up to 12,000 lbs. By executing this Agreement, you agree to notify FS prior to delivery if you are aware of conditions that are likely to result in damage to any driveway or other driving surfaces where our trucks must travel to deliver the equipment. You will be responsible for all damage done to any driveway or other driving surface. Delivery is available from the street at an additional cost.

PAYMENT:

Payment terms for installations are 50% down and 50% due upon delivery unless the terms state otherwise in the proposal. All shipped orders must be paid in full prior to shipping. Upon order acceptance, alternate payment terms may be established per Buyer's request subject to Fit Supply's normal credit approval process. Fit Supply must receive the 50% down payment prior to any product being ordered and the final invoice must be paid prior to or on the date of shipment or installation. All invoices not paid when due shall bear interest at 1.5% per month or the highest rate allowed by law until paid in full. Fit Supply reserves the right to exercise any of its lawful remedies if Buyer does not make payment when due. Without limiting the provisions of the immediately preceding sentence, Buyer's failure to pay any invoice for the products and/or services when due shall entitle Fit Supply to delay shipment of orders placed by Buyer and, at Fit Supply's option, to cancel any pending orders placed by Buyer. Fit Supply shall have the right to offset and deduct from any amounts due Buyer on all sums owing from Buyer to Fit Supply, if applicable. To secure the payment and performance of all obligations due and owing from Buyer to Fit Supply hereunder, Buyer hereby grants Fit Supply a Uniform Commercial Code purchase money security interest in products purchased from Fit Supply hereunder and the proceeds therefrom. This Agreement constitutes a security agreement between Buyer, as debtor, and Fit Supply, as secured party, under the Uniform Commercial Code, and Fit Supply has the rights and remedies of a secured party hereunder. Buyer hereby appoints Fit Supply as its attorney in fact to execute such financing statements as may be required, from time to time, to perfect the security interest granted herein. Fit Supply may, upon default from Buyer, require Buyer to assemble the products and to make them legally available to Fit Supply for repossession, including reasonable access to the facilities of Buyer, and Fit Supply shall be entitled to all reasonable expenses of repossession, including reasonable attorney's fees incurred in connection therewith. There will be a \$50.00 service charge for each returned check.

TERMINATION:

Buyer may not terminate this Agreement except by giving Fit Supply written notice prior to delivery. Upon termination, Buyer will be obligated to pay Fit Supply a cancellation fee of twenty-five percent (25%) of the value of the proposal.

USED EQUIPMENT CONDITIONS:

AS IS: No service or repairs will be done to the machine. No warranty is provided with "as is" products.

Cleaned and Serviced (Refurbished): Entails a process of returning a used product to a satisfactory working condition. The unit is cleaned and all moving/wear components are inspected and either lubricated, cleaned, calibrated, or replaced if not functional. We will not address any cosmetic issues on the product so your product may have cosmetic blemishes, signs of wear, scratches, discoloration, worn displays, etc. If you are looking to purchase a commercial machine that functions well but you are not concerned with the cosmetic appearance of the product, this is the condition for you. Products sold in this condition are eligible for a 30 day parts and labor warranty, which can be purchased separately.

Remanufactured: Entails a process of returning a used product to a "like new" condition by painting the frame, replacing all wear components with new parts, and calibrating for optimum performance. The unit will perform and look "like new" and comes with a 90 day parts and labor warranty. If you are concerned with the cosmetic appearance of the product, then this is the condition you need to purchase. We also offer custom color options on all remanufactured products so please ask for more details.

ELECTRICAL REQUIREMENTS:

Treadmills: 110V treadmills require the use of a 100125vac, 5060Hz, 20amp dedicated circuit (2.5KW maximum). The outlet should be a NEMA 5-20R. The hot, neutral, and ground must all be independently isolated (not looped or tied to other circuits). **Ellipticals and Bikes:** 110V **Televisions attached:** 110V.

Customer has chosen to pickup the equipment listed herein from Fit Supply's warehouse. Customer understands that in doing so, the equipment will have NO WARRANTY and the customer is picking up the equipment at his/her own risk. Customer agrees that by signing this document that he/she has tested the equipment and it is in good working order. Customer agrees that Fit Supply will not be liable for the condition or the functionality of the equipment or for any injuries that may occur in transporting the equipment or from use of the equipment once it leaves the Fit Supply warehouse. Customer acknowledges that Fit Supply does offer a delivery service and will offer a warranty with such service, but Customer has declined such service.x_____

MISCELLANEOUS:

Force Majeure: Delivery dates as set forth in any sales order or any confirmation thereof shall be determined to be estimates only. Fit Supply shall not be liable for delays in performance of any of its obligations under this Agreement if such failure is caused by the occurrence of any contingency beyond its reasonable control, including, but not limited to, acts of God, strikes and other industrial disturbances, failure of raw material vendors, terrorism, failure of transport, accidents, wars, riots, insurrections, or orders of government agencies. Performance shall be resumed as soon as possible after cessation of such cause. **Waiver:** No failure or delay on the part of either party in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in writing signed by the party granting such waiver.

I accept the terms and conditions of this quotation:

Initial: _____

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Notice: Except as specified herein, all notices, communications and reports required or permitted pursuant to this Agreement shall be in writing, and the same shall be given and shall be deemed to have been delivered and received on the date served, if personally delivered, and three (3) days after mailing, if placed in the United States Mail, postage prepaid, certified mail addressed to the parties at the address set forth below or at such other addresses as may be specified hereafter in writing in accordance with this Section. Severability: In the event that any one or more of the provisions or parts of any provision, contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any aspect by a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision, or part of any provision, had never been contained herein.

Applicable Law; Personal Jurisdiction; Venue: This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by the laws of the State of Texas. All parties to this Agreement agree to submit to personal jurisdiction in the County of Tarrant, State of Texas, United States of America. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in the applicable Federal or state court in the County of Tarrant, State of Texas, United States of America.

Section Headings: The section headings contained herein are for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

Bankruptcy: In the event of any voluntary proceedings in bankruptcy or insolvency by or against Buyer, or in the event of the appointment, with or without Buyer's consent, of an assignee for the benefit of creditors or a receiver, Fit Supply shall be entitled to cancel any unfilled part of Buyer's purchase without any liability whatsoever.

Entire Agreement: The entire Agreement between the parties is set forth herein and supersedes all prior discussions and agreements between the parties relating to the subject matter hereof. There are no representations, warranties, covenants, agreements or collateral understandings, oral or otherwise, expressed or implied, affecting this Agreement which are not expressly set forth herein. This Agreement shall not be supplemented or modified by any course of dealing or trade usage.

Attorney's Fees: If any party institutes any action or proceedings, the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees (including pre-judgment and post-judgment interest) and costs.

Authorized Representative:

_____ Signature	_____ Date
_____ Print Name	_____ Print Title
_____ Company Name	_____ Company Address





Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: John Cullison, Police Chief
Date: December 12, 2023
Re: Fitness Equipment for the Law Enforcement Center

Action Requested:

Consider and act to authorize the purchase of fitness equipment from Sorinex Exercise Equipment, Inc., for the Law Enforcement Center through a cooperative contract with Buyboard (Contract 665-22) for an amount not to exceed \$157,233.27. (Berry)

Background Information:

The purchase includes weights, weight equipment, strengthening bands, a treadmill, and a cross trainer, which will be used by staff at the Law Enforcement Center to assist in a daily exercise regimen. The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Using a cooperative contract satisfies the competitive bidding requirement while saving time and funding in developing specifications and duplication of work during the bid process.

Legal Review:

N/A

Supporting Documents:

1. City of Celina_Quote_42559 Final

Financial Consideration:

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

Staff Recommendation:

Staff recommends approval.

ESTIMATE

SORINEX

PAGE	ESTIMATE	DATE
1	42559	11/28/23

Sorinex Exercise Equipment, Inc.

193 Litton Drive
Lexington SC 29073
803-978-2253

SOLD TO**SHIP TO****TOTAL ESTIMATE**

City of Celina

City of Celina

142 N Ohio St.

3025 S. Coit Rd.

Celina TX 75009
US

Celina TX 75009
US

jjackson@celina-tx.gov

jjackson@celina-tx.gov

\$ 157,233.27

PURCHASE ORDER NO.	TERMS	SHIPPING METHOD
BUY BOARD 665-22	Due Upon Receipt	
CONTACT	EXP. DATE	SALESPERSON
John Jackson	12/21/23	Jeremy Ebert

****A minimum of a 50% deposit is required for all orders unless otherwise noted in this estimate****

*****Finance charges of 1.5% per month will be applied to late payments*****

*****All sales may be subject to sales/use tax for the state in which the products are shipped*****

*****All credit cards are subject to a non-refundable 3% processing fee*****

ITEM NO	DESCRIPTION	QTY	UNIT PRICE	EXTENSION
P06535	Base Camp Dual Sided Half Uber Rack (w/ 2 Custom Laser Cut L Rack package includes: -2 Base Camp double half rack sides w/ laser cut numbers -2 plate storage uprights -6 Customizable Plate Storage Pins -2 Split Change Urethane Utility Pins -2 Batwing abbreviated arches -1 Full arch with 2 custom laser cut logos -2 pairs sandwich style j-hooks -2 pairs half spotter bars -2 pairs roller pads -2 landmines -2 utility seat storage w/ 2 bar storage -6 Adjustable utility pins -1 Utility seat -4' x 6' footprint (w/ storage space for half spotter bars)	2	\$ 6,459.05	\$ 12,918.10
P03502	Triphasic Upgrade for Base Camp Rack (Pair) -2 angled square bars w/ 4-way holes -2 half stretching loop	4	\$ 379.05	\$ 1,516.20
P05802	0-90 Sorinex NP3 Bench - Stand-up Storable Angle Options: 6 Position (0, 15, 30, 40, 60, 90 degrees)	4	\$ 1,045.00	\$ 4,180.00
P00049	Adjustable Decline Sit Up Bench	2	\$ 996.55	\$ 1,993.10
P06205	Sorinex Custom Logo Headguard - Embroidered	4	\$ 255.55	\$ 1,022.20
P07672	Sorinex Custom Logo Headguard - Digitize Fee	1	\$ 103.55	\$ 103.55
P01502	Sorinex Performance Bar Black Zinc - 20kg US Made Black Bushing Bar 190,000 min tensile strength and	4	\$ 379.05	\$ 1,516.20

SUBTOTAL**TAX****ESTIMATED FREIGHT****\$ 157,233.27**

\$ 147,794.00

9,439.27

QUOTATION
42559

TOTAL ORDER VALUE

SORINEX

PAGE	ESTIMATE	DATE
2	42559	11/21/23

Sorinex Exercise Equipment, Inc.

193 Litton Drive
Lexington SC 29073
803-978-2253

ITEM NO	DESCRIPTION	QTY	UNIT PRICE	EXTENSION
	175,000 min yield strength Black zinc shaft, bright zinc sleeves.			
P04380	ProLoc 1 Magnetic Collars (Pair)	4	\$ 58.75	\$ 235.00
P00605	Safety Squat Bar w/ Handles on Yoke	3	\$ 407.55	\$ 1,222.65
P03343	Sorinex Double Handle Diamond Bar	3	\$ 417.05	\$ 1,251.15
P00877	TRX Suspension Trainer (Single Unit)	2	\$ 209.95	\$ 419.90
P05393	Mighty Mitts XL Series Dip/Chin Ballpin (3")	4	\$ 82.65	\$ 330.60
P03506	Base Camp High Bridge - 6'	2	\$ 227.05	\$ 454.10
P10443	Iron Bear Side (8'6" height) - Low Profile Feet	4	\$ 730.55	\$ 2,922.20
P02347	Functional Cable Column 95" for BaseCamp & XL Series (Single)	2	\$ 2,089.05	\$ 4,178.10
P02283	Selectorized Lat Pull / Low Row Machine - Rack Attach	1	\$ 2,849.05	\$ 2,849.05
P03035	Ivanko Tricep Rope	2	\$ 38.00	\$ 76.00
P00393	Iron Bear Kettlebell Tier	1	\$ 464.55	\$ 464.55
P00391	Iron Bear Dumbbell Tier (5 Pair Total Storage)	6	\$ 426.55	\$ 2,559.30
P00394	Iron Bear Medicine Ball Tier	2	\$ 250.80	\$ 501.60
P00496	Selectorized Leg Extension / Leg Curl Combo	1	\$ 3,941.55	\$ 3,941.55
P00166	Concept II Rower (Model D) w/ PM5 (Black)	2	\$ 990.00	\$ 1,980.00
P00168	Concept II SkiErg w/ PM5 & Stand	2	\$ 1,155.00	\$ 2,310.00
P07241	Iron Grip Custom Logo Engraving Fee (Per Pair)	30	\$ 150.00	\$ 4,500.00
P07240	Iron Grip Custom Logo Set-up Fee	1	\$ 415.00	\$ 415.00
P07517	Iron Grip Urethane DB Set 5-50lb (Pairs)	2	\$ 5,006.00	\$ 10,012.00
P07518	Iron Grip Urethane DB Set 55-100lb (Pairs)	1	\$ 9,514.00	\$ 9,514.00
P11069	Sorinex Black Training Bumper 45lbs (Custom Logo)	30	\$ 223.25	\$ 6,697.50
P11071	Sorinex Black Training Bumper 25lbs (Custom Logo)	20	\$ 179.55	\$ 3,591.00
P11070	Sorinex Black Training Bumper 10lbs (Custom Logo)	20	\$ 113.05	\$ 2,261.00
P11151	Sorinex Black Training Bumper Custom Logo Set-up Fee	1	\$ 902.50	\$ 902.50
P05034	Sorinex Urethane Change Plate 5lbs	8	\$ 26.60	\$ 212.80
P05035	Sorinex Urethane Change Plate 2.5lbs	4	\$ 13.30	\$ 53.20
P12202	8 Series TR Treadmill With LCD	2	\$ 9,449.00	\$ 18,898.00
P08161	Star Trac 8 Series Cross Trainer (w/10")	1	\$ 8,235.00	\$ 8,235.00
P11653	Star Trac 8 Series Recumbent Bike (w/10") - Black	1	\$ 8,149.00	\$ 8,149.00
P09954	Core Health and Fitness StairMaster 8 Series w/ LCD	1	\$ 7,599.00	\$ 7,599.00
P01625	Pit Shark (Short Frame) Base Package	1	\$ 3,912.00	\$ 3,912.00
P01137	Iron Bear Side (3-tier height)	2	\$ 341.05	\$ 682.10
P03500	XL Series Kettlebell Storage Tray w/ Rubber Inlay (65")	3	\$ 364.80	\$ 1,094.40
P09499	Sorinex USA Ductile KB - 4kg (Powder Coat)	2	\$ 28.50	\$ 57.00
P09501	Sorinex USA Ductile KB - 12kg (Powder Coat)	2	\$ 47.50	\$ 95.00

SUBTOTAL**TAX****ESTIMATED FREIGHT****\$ 157,233.27**

\$ 147,794.00

9,439.27

QUOTATION
42559

TOTAL ORDER VALUE



ESTIMATE

PAGE	ESTIMATE	DATE
3	42559	11/21/23

Sorinex Exercise Equipment, Inc.

193 Litton Drive
Lexington SC 29073
803-978-2253

ITEM NO	DESCRIPTION	QTY	UNIT PRICE	EXTENSION
P09503	Sorinex USA Ductile KB - 20kg (Powder Coat)	2	\$ 66.50	\$ 133.00
P09505	Sorinex USA Ductile KB - 28kg (Powder Coat)	2	\$ 95.00	\$ 190.00
P09506	Sorinex USA Ductile KB - 32kg (Powder Coat)	2	\$ 104.50	\$ 209.00
P09507	Sorinex USA Ductile KB - 36kg (Powder Coat)	2	\$ 114.00	\$ 228.00
P00125	Large Strength Bands - Sorinex Strength Set	8	\$ 151.05	\$ 1,208.40
P00070	Large Strength Bands - Micro (Pair) Orange	8		
P00071	Large Strength Bands - Mini (Pair) Red	8		
P00069	Large Strength Bands - Light (Pair) Purple	8		
P00067	Large Strength Bands - Average (Pair) Green	8		
P00074	Large Strength Bands - Strong (Pair) Blue	8		
P03893	Professional Installation	1	\$ 10,000.00	\$ 10,000.00
	-Professional Set-Up, Tuning, Calibration, and Inspection of listed equipment			
	-Sorinex is not responsible for mounting any equipment to the wall or floor			

REMARKS

Shipping Info:
FTL: 1 Truck

NOTICE
It is the customer's responsibility to ensure that the room layout and exercise equipment selected meets the safety requirements of the facility.

Exercise equipment and fitness training are potentially dangerous and may lead to severe injury or even death. This equipment must be used by competent and responsible persons or under the guidance and supervision of competent persons.

SUBTOTAL	TAX	ESTIMATED FREIGHT	\$ 157,233.27
\$ 147,794.00		9,439.27	
		QUOTATION 42559	TOTAL ORDER VALUE



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: December 12, 2023
Re: Medical Supplies

Action Requested:

Consider and act to purchase medical supplies and pharmaceuticals through an Interlocal Contract from Bound Tree Medical Supply in an amount not to exceed \$65,000.00. (Berry)

Background Information:

Staff requests authorization to procure medical supplies and pharmaceuticals for use during emergency medical calls throughout the City through an Interlocal Agreement with the City of Richardson, Contract # 28-20.

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

Legal Review:

N/A

Supporting Documents:

1. Renewal-City of Richardson-Medical Supplies-3
2. Renewal- City of Richardson -Medical Supplies-3-Updated Prices

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.



February 15, 2023

City of Richardson
Purchasing Supervisor
411 W Arapaho Rd, Ste 101
Richardson, TX 75080

Email: vanessa.boring@cor.gov

RE: Renewal Request RFP 28-20 Medical Supplies & Pharmaceuticals, Renewal 3

To Whom it May Concern:

Bound Tree would be like to move forward with the renewal of the above referenced contract for the renewal period of March 17, 2023 – March 16, 2024. As part of the contract renewal, we would need to amend some of the contract pricing.

Several key supplier partners have notified us of recent price increases. These were nationwide increases, not just increases for Bound Tree. There are a few items on the contract affected by these increases. As a result, we are requesting a contract amendment to adjust the contract prices that have been impacted to reflect the direct pass-through of the manufacturer increases that cannot be absorbed. Vendor documentation, where available has been attached for your review.

There is no action you need to take if you accept the increases and substitutions; your contract will be amended, and you will continue to have access to the products. If you do not accept the current increases, please notify us on or before March 1st, 2023, and the items will be removed from your contract.

We have attached a copy of the pricing in PDF and Excel format for ease of review. Thank you for your unwavering commitment to serving your communities and allowing us to be your trusted partner. We appreciate your partnership and your understanding of this situation. If you have any questions regarding these contract price changes, please reach out to your Bound Tree Account Manager or our Contracts team by phone or email.

Sincerely,

Ashley Mihalyi
Account Manager
469.418.7615
ashley.mihalyi@Boundtree.com

Heather Legg
Pricing Analyst
614.760.5179
heather.legg@Boundtree.com

LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION

Corey Case
_____, being duly
(Name of certifying official)

sworn or under penalty of perjury under the laws of the United States, certifies that neither

Bound Tree Medical, LLC
_____, nor its principals
(Name of lower tier participant)

are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible, or
- voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution of administrative sanctions.

EXCEPTIONS:



Signature of Certifying Official

Sr. Vice President of Marketing

Title

02/15/2023

Date of Certification

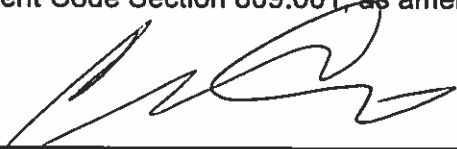
**PROHIBITION OF BOYCOTT OF
ENERGY COMPANIES**

Prohibition of Boycott Energy Companies. In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

I, Corey Case, the Sr. VP of Marketing
(Name of Certifying Official) (Title or Position of Certifying Official)

of Bound Tree Medical, LLC, does hereby verify on behalf of said company to the
(Name of Company)

City of Richardson that said company does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.



Signature of Certifying Official

Sr. VP of Marketing

Title

02/15/2023

Date of Certification

**PROHIBITION OF DISCRIMINATION AGAINST
FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS**

In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

I, Corey Case, the Sr. VP of Marketing
(Name of Certifying Official) (Title or Position of Certifying Official)

of Bound Tree Medical, LLC, does hereby verify on behalf of said company to the
(Name of Company)

City of Richardson that said company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.



Signature of Certifying Official

Sr. VP of Marketing

Title

02/15/2023

Date of Certification

**PROHIBITION ON CONTRACTS WITH
COMPANIES BOYCOTTING ISRAEL**

Texas Government Code Chapter 2270, Prohibits on Contracts with Companies Boycotting Israel. A state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. "Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

I, Corey Case, the Sr. VP of Marketing
(Name of Certifying Official) (Title or Position of Certifying Official)

of Bound Tree Medical, LLC, does hereby verify on behalf of said company to the
(Name of Company)

City of Richardson that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001, as amended) during the term of this contract.



Signature of Certifying Official

Sr. VP of Marketing

Title

02/15/2023

Date of Certification

Renewal Item List for City of Richardson-Renewal
Medical Supplies and Pharmaceuticals
Bid No.: Bid 28-20

City of Richardson-Renewal Bid Line #	City of Richardson-Renewal Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Selling UoM	Current Price	New Price	Notes
01-01	BECK AIRWAY - AIRFLOW MONITOR. (BAAM) GREAT PLAINS BALLISTICS	021410	AIR FLOW MONITOR BAAM 100/CS	GREAT PLAINS BALLISTICS	1/EA	\$ 5.89	\$ 5.89	
01-02	CARBON DIOXIDE DETECTOR, EASY CAP (NELLCOR)	530024	CO2 DETECTOR, EASY CAP 6EA/BX 4BX/CS (24/CS)	MEDTRONIC (covidien)	1/EA	\$ 9.75	\$ 9.75	
01-03	CARBON DIOXIDE DETECTOR, PEDIATRIC, PEDI-CAP (NELLCOR)	530025	CO2 DETECTOR, PEDI-CAP, PEDIATRIC 6EA/BX 4BX/CS (24/CS)	MEDTRONIC (covidien)	1/EA	\$ 9.43	\$ 9.43	
01-04	MEDICAL EID INTUBATION DETECTION, BULB STYLE, (WOLFE TROY OR CITY APPROVED EQUAL)	065-000172002EA	*DCV-NO SUB * Esophageal intubation detector, TubeChek-B, bulb, not for children less than 5yr 20/cs	AMBU	1/EA			DCED Removed
01-05	PEDIATRIC NEBULIZING MASK. NIC THE ASTHMATIC DRAGON OR CITY APPROVED EQUAL	515527	Nic the Asthmatic Dragon Mask (No Neb) 50EA/CS	Vyaire Medical	1/EA	\$ 1.15	\$ 1.15	
01-06	NON-REBREATHING MASK, PEDIATRIC	533-MS-25058EA	Curaplex Oxygen Mask, Pediatric, Elongated, Total NRB, w/o Safety vent, 7 ft Tubing 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.64	\$ 0.70	
01-07	NEUBLIZER WITH MASK, ADULT	301-202EA	Curaplex Select Nebulizer, Small-volume, Adult Aerosol Mask, 7 ft Tubing 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.74	\$ 0.74	
01-08	NEBULIZER WITH BAFFLED TEE ADAPTER, 7" OXYGEN TUBING WITH BLUE RIDGE TIP, MOUTHPIECE AND 6" FLEXTUBE (CARDINAL HEALTH)	301-200EA	Curaplex Select Nebulizer, Small-volume, Hand-held, T-piece, Mouthpiece, Flextube, 7 ft Tubing 50/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.50	\$ 0.50	
01-09	DISPOABLE BAG/MASK RESUSCITATOR WITH OXYGEN TUBING AND RESERVOIR, ADULT. ADULT (AMBU SPUR II ADULT BVM) - NO SUBSTITUTES	520-211	BVM, SPUR II, ADULT W/ MEDIUM ADULT MASK, INDIVIDUALLY BOXED 12/CS	AMBU	1/EA	\$ 8.44	\$ 8.84	
01-10	DISPOABLE BAG/MASK RESUSCITATOR WITH OXYGEN TUBING AND RESERVOIR, CHILD. AMBU SPUR II CHILD BVM - NO SUBSTITUTES	530-213	BVM, SPUR II, Pediatric w/Toddler Mask, Individually Boxed 12ea/cs	AMBU	1/EA	\$ 9.70	\$ 10.20	
01-11	DISPOABLE BAG/MASK RESUSCITATOR WITH OXYGEN TUBING AND RESERVOIR, INFANT. AMBU SPUR II INFANT BVM - NO SUBSTITUTES	540-211	BVM, SPUR II, Infant w/Neonate Mask 12ea/cs	AMBU	1/EA	\$ 9.70	\$ 10.20	
01-12	DISPOSABLE POCKET FACE MASK FOR CPR WITH ONE-WAY VALVE AND AIR FILLED MASK	R5014	Curaplex Select CPR Pocket Mask, O2 Inlet 1/ea 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 4.35	\$ 4.35	
01-13	MICRO'S POCKET BVM	PERPBVMC	Pocket BVM, Black Case, Hand Held, Disposable, for Manual Resuscitation of Adult Patients	PerSys Medical	1/EA	\$ 37.30	\$ 39.71	
01-14	DISPOSABLE OXYGEN MASK, NON-REBREATHING WITH SAFETY VENT, ADULT	533-MS-25060EA	Curaplex Oxygen Mask, Adult, Elongated, High Conc, Total NRB w/o Vent, Reservoir Bag, Tubing 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.65	\$ 0.71	
01-15	NASAL CANNULA CLEAR, ADULT	301-107EA	Curaplex Oxygen Nasal Cannula, Adult, Conventional, Clear, Non-Flared Prongs, 7 ft tubing, 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.25	\$ 0.27	
01-16	NASAL CANNULA, PEDIATRIC	30056	Curaplex Oxygen Nasal Cannula, Pediatric, Conventional, Green, 7 ft Tubing 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.23	\$ 0.27	
01-17	OXYGEN FLOWMETER, OHIO	D4114	FLOWMETER OXYGEN OHIO AND DISS	PRECISION MEDICAL	1/EA	\$ 37.25	\$ 38.86	
01-18	FLOWMETER DIAL, 0-25 LPM	715-7MFA1102	Oxygen flowmeter, click style, 0-25 LPM, DISS female hex nut connector, taper barb fitting outlet	PRECISION MEDICAL	1/EA	\$ 35.45	\$ 37.59	
01-19	FLOWMETER OHMEDA QC CHROME PLATED, 0-15 LPM	715-7MFA1005PTO	Oxygen flowmeter, click style, 0-15 LPM, Ohmeda connector, power take off	PRECISION MEDICAL	1/EA	\$ 49.80	\$ 51.98	
01-20	ADAPTER OHMEDA TO 1/8" MALE NATIONAL PIPE THREAD	A2041	ADAPTER OHIO 1/8 IN MALE NATIONAL PIPE THREAD (NPT)	ALLIED HEALTHCARE PRODUCTS INC	1/EA	\$ 14.40	\$ 19.29	
01-21	OHIO MALE X DISS MALE	382105	Quick Connect, Oxygen, Ohmeda x DISS Male	PRECISION MEDICAL	1/EA	\$ 14.95	\$ 16.10	
01-22	BARBED FITTING PLASTIC	020634	O2 Connector, Barb, Nipple/Nut, Tapered, Plastic 50ea/cs	MEDLINE INDUSTRIES, INC.	1/EA	\$ 0.50	\$ 0.83	
01-23	REGULATOR 2 DISS, 1 BARB, 0-25 LPM	D2401	LTD QTY - Curaplex Oxygen Regulator, All-Brass, 2 DISS Outlets, 1 Barb, 0-25 LPM, CGA870	CURAPLEX BY BOUND TREE				DCED Removed
01-23-ALT	REGULATOR 2 DISS, 1 BARB, 0-25 LPM	14288	Curaplex Oxygen Regulator, All-Brass, 2 DISS, 1 Barb, CGA870	CURAPLEX BY BOUND TREE	1/EA		\$ 42.98	Add to Contract
01-24	REGULATOR, OXYGEN, CONSTANT FLOW, 1 BARB, 1 DISS OUTLET. Curaplex Brass Core Regulator Item #388725	382105	Quick Connect, Oxygen, Ohmeda x DISS Male	PRECISION MEDICAL	1/EA	\$ 14.95	\$ 16.10	
01-25	REGULATOR, DEMAND VALVE, SINGLE-STAGE PRESENT. WESTERN MEDICAL #M1-540-P OR CITY APPROVED EQUAL	536305	DEMAND VALVE ONLY 40 LPM LSP	ALLIED HEALTHCARE PRODUCTS INC	1/EA	\$ 212.50	\$ 221.35	
01-26	NASAL AIRWAY KIT, RUSCH ULTRA ROBERTAZZI WITH LUBRICANT, SIZES 22 FR - 32 FR	028056	Curaplex Nasopharyngeal Airway Set of 5 in Poly Bag incl 20-22-24-26-30 French	CURAPLEX BY BOUND TREE	1/EA	\$ 12.52	\$ 13.85	
01-27	NASOPHARYNGEAL AIRWAY, 20 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	2021-18120	Curaplex Select Nasopharyngeal Airway, 20 Fr, 5.0mm, Robertazzi Style, Latex Free, Sterile 10ea/bx	CURAPLEX BY BOUND TREE	1/EA	\$ 2.12	\$ 2.12	
01-28	NASOPHARYNGEAL AIRWAY, 22 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	2021-18122	Curaplex Select Nasopharyngeal Airway, 22 Fr, 5.5mm, Robertazzi Style, Latex Free, Sterile 10ea/bx	CURAPLEX BY BOUND TREE	1/EA	\$ 2.12	\$ 2.12	
01-29	NASOPHARYNGEAL AIRWAY, 24 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	2021-18124	Curaplex Select Nasopharyngeal Airway, 24 Fr, 6.0mm, Robertazzi Style, Latex Free, Sterile 10ea/bx	CURAPLEX BY BOUND TREE	1/EA	\$ 2.12	\$ 2.12	
01-30	NASOPHARYNGEAL AIRWAY, 26 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	2021-18126	Curaplex Select Nasopharyngeal Airway, 26 Fr, 6.5mm, Robertazzi Style, Latex Free, Sterile 10ea/bx	CURAPLEX BY BOUND TREE	1/EA	\$ 2.12	\$ 2.12	
01-31	NASOPHARYNGEAL AIRWAY, 28 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	2021-18128	Curaplex Select Nasopharyngeal Airway, 28 Fr, 7.0mm, Robertazzi Style, Latex Free, Sterile 10ea/bx	CURAPLEX BY BOUND TREE	1/EA	\$ 2.12	\$ 2.12	
01-32	NASOPHARYNGEAL AIRWAY, 30 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	2021-18130	Curaplex Select Nasopharyngeal Airway, 30 Fr, 7.5mm, Robertazzi Style, Latex Free, Sterile 10ea/bx	CURAPLEX BY BOUND TREE	1/EA	\$ 2.12	\$ 2.12	
01-33	NASOPHARYNGEAL AIRWAY, 32 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	2021-18132	Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile 10ea/bx	CURAPLEX BY BOUND TREE	1/EA	\$ 2.12	\$ 2.12	

Renewal Item List for City of Richardson-Renewal
Medical Supplies and Pharmaceuticals
Bid No.: Bid 28-20

City of Richardson-Renewal Bid Line #	City of Richardson-Renewal Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Selling UoM	Current Price	New Price	Notes
01-34	NASOPHARYNGEAL AIRWAY, 34 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	2021-18134	Curaplex Select Nasopharyngeal Airway, 34 Fr, 8.5mm, Robertazzi Style, Latex Free, Sterile 10ea/bx	CURAPLEX BY BOUND TREE	1/EA	\$ 2.12	\$ 2.12	
01-35	NASOPHARYNGEAL AIRWAY, 36 FR, LATEX FREE, ROBERTAZZI STYLE, Curaplex	2021-18136	Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Robertazzi Style, Latex Free, Sterile 10ea/bx	CURAPLEX BY BOUND TREE	1/EA	\$ 2.12	\$ 2.12	
01-36	ENDOTRACHEAL TUBE, 2.0 CUFFED	2113-20320	Curaplex Select Endotracheal Tube, 2.0mm, Uncuffed, w/o Stylette 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.45	\$ 0.45	
01-37	ENDOTRACHEAL TUBE, 2.5 CUFFED	38019	*DCB-USE 2113-10225 * Curaplex Endotracheal Tube with Stylette, 2.5mm, Cuffed 10ea/bx 10/bx/cs	CURAPLEX BY BOUND TREE				DCED Removed
01-37-ALT	ENDOTRACHEAL TUBE, 2.5 CUFFED	2113-10225	Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Cuffed 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA		\$ 1.47	Add to Contract
01-38	ENDOTRACHEAL TUBE, 3.0 CUFFED	2113-20230	Curaplex Select Endotracheal Tube, 3.0mm, Cuffed, w/o Stylette 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.66	\$ 0.66	
01-39	ENDOTRACHEAL TUBE, 3.5 CUFFED	2113-20235	Curaplex Select Endotracheal Tube, 3.5mm, Cuffed, w/o Stylette 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.66	\$ 0.66	
01-40	ENDOTRACHEAL TUBE, 4.0 CUFFED	2113-20240	Curaplex Select Endotracheal Tube, 4.0mm, Cuffed, w/o Stylette 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.66	\$ 0.66	
01-41	ENDOTRACHEAL TUBE, 4.5 CUFFED	2113-20245	Curaplex Select Endotracheal Tube, 4.5mm, Cuffed, w/o Stylette 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.66	\$ 0.66	
01-42	ENDOTRACHEAL TUBE, 5.0 CUFFED	2113-20250	Curaplex Select Endotracheal Tube, 5.0mm, Cuffed, w/o Stylette 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.66	\$ 0.66	
01-43	ENDOTRACHEAL TUBE, 5.5 CUFFED	2113-20255	Curaplex Select Endotracheal Tube, 5.5mm, Cuffed, w/o Stylette 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.66	\$ 0.66	
01-44	ENDOTRACHEAL TUBE, 6.0 CUFFED	2113-20260	Curaplex Select Endotracheal Tube, 6.0mm, Cuffed, w/o Stylette 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.66	\$ 0.66	
01-45	ENDOTRACHEAL TUBE, 6.5 CUFFED	2113-20265	Curaplex Select Endotracheal Tube, 6.5mm, Cuffed, w/o Stylette 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.66	\$ 0.66	
01-46	ENDOTRACHEAL TUBE, 7.0 CUFFED	2113-20270	Curaplex Select Endotracheal Tube, 7.0mm, Cuffed, w/o Stylette 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.66	\$ 0.66	
01-47	ENDOTRACHEAL TUBE, 7.5 CUFFED	2113-20275	Curaplex Select Endotracheal Tube, 7.5mm, Cuffed, w/o Stylette 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.66	\$ 0.66	
01-48	ENDOTRACHEAL TUBE, 8.0 CUFFED	2113-20280	Curaplex Select Endotracheal Tube, 8.0mm, Cuffed, w/o Stylette 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.66	\$ 0.66	
01-49	ENDOTRACHEAL TUBE, 8.5 CUFFED	2113-20285	Curaplex Select Endotracheal Tube, 8.5mm, Cuffed, w/o Stylette 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.66	\$ 0.66	
01-50	ENDOTRACHEAL TUBE, 9.0 CUFFED	2113-20290	Curaplex Select Endotracheal Tube, 9.0mm, Cuffed, w/o Stylette 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.66	\$ 0.66	
01-51	ENDOTRACHEAL TUBE, 9.5 CUFFED	2113-20295	Curaplex Select Endotracheal Tube, 9.5mm, Cuffed, w/o Stylette 10ea/bx 10bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.66	\$ 0.66	
01-52	ENDOTRACHEAL TUBE HOLDER, ADULT. THOMAS OR CITY APPROVED EQUAL	020500	Endotracheal Tube Holder, Thomas, Adult, for ET/SGA Tubes 6.5mm ID to 21mm OD	LAERDAL MEDICAL CORP.	1/EA	\$ 2.74	\$ 2.74	
01-53	ENDOTRACHEAL TUBE HOLDER, PEDIATRIC. THOMAS OR CITY APPROVED EQUAL	020400	Endotracheal Tube Holder, Thomas, Pediatric/Child, for ET/SGA Tubes 4.3mm ID to 15.8mm OD	LAERDAL MEDICAL CORP.	1/EA	\$ 2.70	\$ 2.70	
01-54	HUDSON RCI AIRWAY, INFANT SIZE (5.5), 55MM CATH-GUIDE	2010-35050	Curaplex Disposable Guedel Oral Airway, 50mm (Blue) 1/EA 50EA/BG 50BG/CS	CURAPLEX BY BOUND TREE	1/EA	\$ 0.20	\$ 0.20	
01-55	HUDSON RCI AIRWAY, SMALL CHILD SIZE (6), 60MM CATH-GUIDE	2010-35060	Curaplex Disposable Guedel Oral Airway, 60mm (Black) 1/EA 50EA/BG 40BG/CS	CURAPLEX BY BOUND TREE	1/EA	\$ 0.20	\$ 0.20	
01-56	HUDSON RCI AIRWAY, CHILD SIZE (7), 70MM CATH-GUIDE	2010-35070	Curaplex Disposable Guedel Oral Airway, 70mm (White) 1/EA 50EA/BG 24BG/CS	CURAPLEX BY BOUND TREE	1/EA	\$ 0.20	\$ 0.20	
01-57	HUDSON RCI AIRWAY, SMALL ADULT SIZE (8), 80MM CATH-GUIDE	2010-35080	Curaplex Disposable Guedel Oral Airway, 80mm (Green) 1/EA 50EA/BG 20BG/CS	CURAPLEX BY BOUND TREE	1/EA	\$ 0.20	\$ 0.20	
01-58	HUDSON RCI AIRWAY, SMALL/MEDIUM ADULT SIZE (9), 90 MM CATH-GUIDE)	2010-35090	Curaplex Disposable Guedel Oral Airway, 90mm (Yellow) Individually Wrapped 1/EA 50EA/BG 16BG/CS	CURAPLEX BY BOUND TREE	1/EA	\$ 0.20	\$ 0.20	
01-59	HUDSON RCI AIRWAY, MEDIUM ADULT SIZE (10), 100 MM CATH-GUIDE)	2010-35100	Curaplex Disposable Guedel Oral Airway, 100mm (Red) Individually Wrapped 1/EA 50EA/BG 14BG/CS	CURAPLEX BY BOUND TREE	1/EA	\$ 0.20	\$ 0.20	
01-60	HUDSON RCI AIRWAY, ORAL ADULT SIZE (11), 110 MM CATH-GUIDE)	2010-35110	Curaplex Disposable Guedel Oral Airway, 110mm (Light Blue) Individually Wrapped 1/EA 50EA/BG 12BG/CS	CURAPLEX BY BOUND TREE	1/EA	\$ 0.20	\$ 0.20	
01-61	HUDSON RCI AIRWAY, LARGE ADULT SIZE (12), 120 MM CATH-GUIDE)	020006	AIRWAY LARGE ADULT SIZE 12 CATH-GUIDE 12/BG 48G/CS	MEDLINE INDUSTRIES, INC.	1/EA	\$ 0.88	\$ 1.52	
01-62	HUDSON RCI AIRWAY, LIFESAVE AIRWAY KIT, #1173	020009	AIRWAY KIT SIZES 5.5,6,7,8,9,10,11,12 CATH-GUIDE LIFESAVER	MEDLINE INDUSTRIES, INC.	1/EA	\$ 25.45	\$ 45.96	
01-63	HUMIDIFIER, PREFILLED (HUDSON RCI)	11019	*DCV-NO SUB * HUMIDIFIER, DISPOSABLE 3260 50EA/CS	TELEFLEX LLC				DCED Removed
01-64	ET TUBE INTRODUCER PEDIATRIC 10 FR X 70 CM W/ COUDE TIP	2120-17010	ET TUBE INTRODUCER PEDIATRIC 10 FR X 70 CM W/ COUDE TIP 10/BX	SUN MED	1/EA	\$ 4.35	\$ 4.95	
01-65	ET TUBE INTRODUCER W/COUDE TIP 15FR X 70CM	9-01212-70	ET TUBE INTRODUCER W/COUDE TIP 15FR X 70CM 1/EA 10EA/PK	SUN MED	1/EA	\$ 4.35	\$ 4.95	
01-66	INTUBATING STYLETTE, INFANT, 6 FR, RUSCH FLEXI-SLIP. Curaplex Intubation Stylette, 6fr Item #12996	12996	Curaplex Stylette, ET Tube Introducer, 6 FR (2.0 - 3.5) 1/EA 20EA/BX 10BX/CS	CURAPLEX BY BOUND TREE	1/EA	\$ 0.88	\$ 0.90	

Renewal Item List for City of Richardson-Renewal
Medical Supplies and Pharmaceuticals
Bid No.: Bid 28-20

City of Richardson-Renewal Bid Line #	City of Richardson-Renewal Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Selling UoM	Current Price	New Price	Notes
01-67	BRITEVIEW DISPOSABLE MACINTOSH LARYNGOSCOPE BLADE, SIZE 1, PINK	2145-13401	Curaplex Select Laryngoscope Blade, Mac 1, LED, Disposable 20ea/bx	CURAPLEX BY BOUND TREE	1/EA	\$ 3.95	\$ 3.95	
01-68	BRITEVIEW DISPOSABLE MACINTOSH LARYNGOSCOPE BLADE, SIZE 2, YELLOW	2145-13402	Curaplex Select Laryngoscope Blade, Mac 2, LED, Disposable 20ea/bx	CURAPLEX BY BOUND TREE	1/EA	\$ 3.95	\$ 3.95	
01-69	BRITEVIEW DISPOSABLE MACINTOSH LARYNGOSCOPE BLADE, SIZE 3, ORANGE	2145-13403	Curaplex Select Laryngoscope Blade, Mac 3, LED, Disposable 20ea/bx	CURAPLEX BY BOUND TREE	1/EA	\$ 3.95	\$ 3.95	
01-70	BRITEVIEW DISPOSABLE MACINTOSH LARYNGOSCOPE BLADE, SIZE 4, LIME	2145-13404	Curaplex Select Laryngoscope Blade, Mac 4, LED, Disposable 20ea/bx	CURAPLEX BY BOUND TREE	1/EA	\$ 3.95	\$ 3.95	
01-71	BRITEVIEW DISPOSABLE MILLER LARYNGOSCOPE BLADE, SIZE 0, WHITE	2145-13501	Curaplex Select Laryngoscope Blade, Miller 0, LED, Disposable 20ea/bx	CURAPLEX BY BOUND TREE	1/EA	\$ 3.95	\$ 3.95	
01-72	BRITEVIEW DISPOSABLE MILLER LARYNGOSCOPE BLADE, SIZE 1, PINK	2145-13502	Curaplex Select Laryngoscope Blade, Miller 1, LED, Disposable 20ea/bx	CURAPLEX BY BOUND TREE	1/EA	\$ 3.95	\$ 3.95	
01-73	BRITEVIEW DISPOSABLE MILLER LARYNGOSCOPE BLADE, SIZE 2, YELLOW	2145-13503	Curaplex Select Laryngoscope Blade, Miller 2, LED, Disposable 20ea/bx	CURAPLEX BY BOUND TREE	1/EA	\$ 3.95	\$ 3.95	
01-74	BRITEVIEW DISPOSABLE MILLER LARYNGOSCOPE BLADE, SIZE 3, ORANGE	2145-13504	Curaplex Select Laryngoscope Blade, Miller 3, LED, Disposable 20ea/bx	CURAPLEX BY BOUND TREE	1/EA	\$ 3.95	\$ 3.95	
01-75	BRITEVIEW DISPOSABLE MILLER LARYNGOSCOPE BLADE, SIZE 4, LIME	2145-13505	Curaplex Select Laryngoscope Blade, Miller 4, LED, Disposable 20ea/bx	CURAPLEX BY BOUND TREE	1/EA	\$ 3.95	\$ 3.95	
01-76	STANDARD LARYNGOSCOPE HANDLE, MEDIUM. MEDSOURCE MS-46000 OR CITY APPROVED EQUAL	35011	*DCB-USE 2141-13510 * Curaplex Laryngoscope Handle Medium	CURAPLEX BY BOUND TREE				DCED Removed
01-76-ALT	STANDARD LARYNGOSCOPE HANDLE, MEDIUM. MEDSOURCE MS-46000 OR CITY APPROVED EQUAL	2141-13510	Curaplex Select Laryngoscope Handle, Reusable, LED, Water-Resistant 24ea/bx 4bx/cs	CURAPLEX BY BOUND TREE	1/EA		\$ 10.85	Add to Contract
01-77	i-gel SUPRAGLOTTIC AIRWAY, SMALL ADULT, SIZE 3	2114-08203	I-GEL SUPRAGLOTTIC AIRWAY FOR SMALL ADULTS (SIZE 3) 65-130 LBS (30-60 KG) 25EA/CS	INTERSURGICAL INCORPORATED	1/EA	\$ 14.95	\$ 28.28	
01-78	i-gel SUPRAGLOTTIC AIRWAY, MEDIUM ADULT, SIZE 4	2114-08204	I-GEL SUPRAGLOTTIC AIRWAY FOR MEDIUM ADULTS (SIZE 4) 110-200 LBS (50-90 KG) 25EA/CS	INTERSURGICAL INCORPORATED	1/EA	\$ 14.95	\$ 28.28	
01-79	i-gel SUPRAGLOTTIC AIRWAY, LARGE ADULT, SIZE 5	2114-08205	I-GEL SUPRAGLOTTIC AIRWAY FOR LARGE ADULTS (SIZE 5) 200+ LBS (90+ KG) 25EA/CS	INTERSURGICAL INCORPORATED	1/EA	\$ 14.95	\$ 28.28	
01-80	Hi-Flow SUCTION CANISTER WITH AEROSTAT FILTER, 1200 cc	2212-11200	Curaplex Disposable Suction Canister, 1200cc 1/EA 48EA/CS	CURAPLEX BY BOUND TREE	1/EA	\$ 2.49	\$ 3.29	
01-81	Hi-Flow SUCTION CANISTER WITH AEROSTATE FILTER AND FLOAT VALVE SHUTOFF, 800cc	2212-10800	Curaplex Disposable Suction Canister, 800cc 1/EA 100EA/CS	CURAPLEX BY BOUND TREE	1/EA	\$ 1.99	\$ 2.75	
01-82	SUCTION CATHETER, 6 FR	36090	Curaplex Suction Catheter, 6 Fr, Whistle Tip and Thumb Control Port 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.14	\$ 0.14	
01-83	SUCTION CATHETER, 8 FR	36091	Curaplex Suction Catheter, 8 Fr, Whistle Tip and Thumb Control Port 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.14	\$ 0.14	
01-84	SUCTION CATHETER, 10 FR	36092	Curaplex Suction Catheter, 10 Fr, Whistle Tip and Thumb Control Port 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.14	\$ 0.14	
01-85	SUCTION CATHETER, 12 FR	36093	Curaplex Suction Catheter, 12 Fr, Whistle Tip and Thumb Control Port 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.14	\$ 0.14	
01-86	SUCTION CATHETER, 14 FR	36094	Curaplex Suction Catheter, 14 Fr, Whistle Tip and Thumb Control Port 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.14	\$ 0.14	
01-87	SUCTION CATHETER, 16 FR	36095	Curaplex Suction Catheter, 16 Fr, Whistle Tip and Thumb Control Port 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.14	\$ 0.14	
01-88	SUCTION CATHETER, 18 FR	36096	Curaplex Suction Catheter, 18 Fr, Whistle Tip and Thumb Control Port 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.14	\$ 0.14	
01-89	YANKAUER SUCTION TIP WITH CONTROL VENT	16107	Curaplex Yankauer with Vent 20ea/CS	CURAPLEX BY BOUND TREE	1/EA	\$ 0.41	\$ 0.41	
01-90	YANKAUER FLEX SUCTION WITH VENT	16107	Curaplex Yankauer with Vent 20ea/CS	CURAPLEX BY BOUND TREE	1/EA	\$ 0.41	\$ 0.41	
01-91	LAERDAL PORTABLE SUCTION UNIT	2221-51088	Suction Unit, LCSU 4 (Laerdal Compact Suction Unit), 800ml w/carry case	LAERDAL MEDICAL CORP.	1/EA	\$ 472.80	\$ 600.02	
01-92	V-Vac STARTER KIT (LAERDAL)	590100	*DCV-USE 2222-85300 * SUCTION STARTER KIT V-VAC	LAERDAL MEDICAL CORP.	1/EA	\$ 90.98	\$ 90.98	
01-93	V-Vac REPLACEMENT CARTRIDGE (LAERDAL)	985030	V-VAC HANDLE	LAERDAL MEDICAL CORP.	1/EA	\$ 94.50	\$ 103.63	
01-94	V-Vac REPLACEMENT ADAPTER TIP (LAERDAL)	590300	SUCTION ADAPTER TIPS 4/PK V-VAC	LAERDAL MEDICAL CORP.	4/PK	\$ 27.30	\$ 31.22	
01-95	SSCOR D CELL SUCTION UNIT	2221-60601	Suction Unit, SSCOR DCell, 1200cc Canister, Runs on 12 D Cell Batteries	SSCOR, INC.	1/EA	\$ 999.55	\$ 1,049.00	
01-96	SUCTION CONNECTING TUBING, 9/32" ID x 6' L (KENDALL OR CITY APPROVED EQUAL)	16008	SUCTION TUBING 1/4 50EA/CS	AMSINO INTERNATIONAL INC	1/EA	\$ 0.70	\$ 0.79	
01-97	OXYGEN CYLINDER SMALL HAND WHEEL WITH HARD RUBBER CUFF AND TIE DOWN CHAIN	020550	HANDWHEEL WITH CHAIN PLASTIC	ALLIED HEALTHCARE PRODUCTS INC	1/EA	\$ 9.60	\$ 10.86	
01-98	MUCOSAL ATOMIZATION DEVICE WITHOUT SYRINGE	400125	Mucosal Atomization Device, MAD Intranasal, No Syringe, Latex Free 25ea/bx	TELEFLEX LLC	1/EA	\$ 6.89	\$ 7.90	
01-99	O2 MAX BiTrac ED Mask, w/ Neb, w/3-SET Valve ADULT MED AND LG (NO SUBSTITUTIONS)	313-7556XNEA	O2 MAX BiTrac ED Mask, w/ Neb, Adult MED, w/3-SET Valve 10ea/cs	PULMODYNE	1/EA	\$ 37.85	\$ 38.90	
01-100	Mucosal Atomization Device, MAD Nasal/Oral w/3cc Syringe, Latex Free	400124	Mucosal Atomization Device, MAD Nasal/Oral w/3cc Syringe, Latex Free 25ea/bx	TELEFLEX LLC	1/EA	\$ 7.92	\$ 8.90	
01-101	ENDOTRACHEAL TUBE MALLEABLE INTRODUCER, PEDIATRIC	12996	Curaplex Stylette, ET Tube Introducer, 6 Fr (2.0 - 3.5) 1/EA 20EA/BX 10BX/CS	CURAPLEX BY BOUND TREE	1/EA	\$ 0.88	\$ 0.90	
01-102	DISPOSABLE PLASTIC BITE STICK	0003	Bite stick, latex free 10ea/pk	E.M.I.	1/EA	\$ 0.35	\$ 0.57	
01-103	STERILE, 6" TONGUE DEPRESSORS	279-4314BX	Tongue depressor, senior, sterile, 6 in. 100/bx 10bx/cs	DYNAREX CORPORATION	100/BX	\$ 2.82	\$ 3.54	

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City of Richardson-Renewal Bid Line #	City of Richardson-Renewal Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Selling UoM	Current Price	New Price	Notes
01-104	MAGILL INTUBATING FORCEPS, ADULT	61435	LTD QTY - Curaplex Magill Intubating Forceps, Adult	CURAPLEX BY BOUND TREE				DCED Removed
01-104-ALT	MAGILL INTUBATING FORCEPS, ADULT	400008	FORCEPS MAGILL INTUBATING ADULT 10 IN 12EA/BX	ZULCO INTERNATIONAL	1/EA	\$	3.78	Add to Contract
01-105	MAGILL INTUBATING FORCEPS, CHILD	61436	*DCB-USE 400007 * Curaplex Magill Intubating Forceps, Child, 8 in	CURAPLEX BY BOUND TREE				DCED Removed
01-105-ALT	MAGILL INTUBATING FORCEPS, CHILD	400007	FORCEPS MAGILL INTUBATING CHILD 8 IN 12/BX	ZULCO INTERNATIONAL	1/EA	\$	3.63	Add to Contract
01-106	STERILE LUBRICANT, 5 GRAM TUBE	1340-40000	Curaplex Lubricating Jelly, Tube, 4oz 1/EA 12EA/BX 6BX/CS	DUKAL, LLC	1/EA	\$ 0.99	\$ 1.32	
02-01	Apex Pro EXAM GLOVES, NITRILE, SMALL, 100 PER BOX - NO SUBSTITUTIONS	1015-11201	LTD QTY - Gloves, ApexPro LC 100, SM, Nitrile, PF, White Exterior/Black Interior, 12 in 100/bx 10bx	ANSELL HEALTHCARE PRODUCTS LLC				DCED Removed
02-01-ALT	Apex Pro EXAM GLOVES, NITRILE, SMALL, 100 PER BOX - NO SUBSTITUTIONS	1015-10401	Gloves, LifeStar EC, SM, Nitrile, White Exterior/Blue Interior, Powder Free, 12 in 100/bx 10bx/cs	ANSELL HEALTHCARE PRODUCTS LLC	100/BX	\$	23.33	Add to Contract
02-02	Apex Pro EXAM GLOVES, NITRILE, MEDIUM, 100 PER BOX - NO SUBSTITUTIONS	1015-11202	*DCV-USE 1012-47124 * Gloves, ApexPro LC 100, MED, Nitrile, PF, White Exterior/Black Interior, 12 in	ANSELL HEALTHCARE PRODUCTS LLC				DCED Removed
02-02-ALT	Apex Pro EXAM GLOVES, NITRILE, MEDIUM, 100 PER BOX - NO SUBSTITUTIONS	1015-10402	Gloves, LifeStar EC, MED, Nitrile, White Exterior/Blue Interior, Powder Free, 12 in 100/bx 10bx/cs	ANSELL HEALTHCARE PRODUCTS LLC	100/BX	\$	23.33	Add to Contract
02-03	Apex Pro EXAM GLOVES, NITRILE, LARGE, 100 PER BOX - NO SUBSTITUTIONS	1015-11203	*DCV-USE 1015-10403 * Gloves, ApexPro LC 100, LG, Nitrile, PF, White Ext/Black Int, 12 in 100/bx	ANSELL HEALTHCARE PRODUCTS LLC				DCED Removed
02-03-ALT	Apex Pro EXAM GLOVES, NITRILE, LARGE, 100 PER BOX - NO SUBSTITUTIONS	1015-10403	Gloves, LifeStar EC, LG, Nitrile, White Exterior/Blue Interior, Powder Free, 12 in 100/bx 10bx/cs	ANSELL HEALTHCARE PRODUCTS LLC	100/BX	\$	23.33	Add to Contract
02-04	Apex Pro EXAM GLOVES, NITRILE, X-LARGE, 100 PER BOX - NO SUBSTITUTIONS	1015-11204	LTD QTY - Gloves, ApexPro LC 100, XL, Nitrile, PF, White Exterior/Black Interior, 12 in 100/bx	ANSELL HEALTHCARE PRODUCTS LLC				DCED Removed
02-04-ALT	Apex Pro EXAM GLOVES, NITRILE, X-LARGE, 100 PER BOX - NO SUBSTITUTIONS	1015-10404	Gloves, LifeStar EC, XL, Nitrile, White Exterior/Blue Interior, Powder Free, 12 in 100/bx 10bx/cs	ANSELL HEALTHCARE PRODUCTS LLC	100/BX	\$	23.33	Add to Contract
02-05	Apex Pro EXAM GLOVES, NITRILE, XX-LARGE, 100 PER BOX - NO SUBSTITUTIONS	1015-11205	*DCV-USE 1015-10405 * Gloves, ApexPro LC 100, 2XL, Nitrile, PF, White Ext/Black Int, 12 in 90/bx	ANSELL HEALTHCARE PRODUCTS LLC				DCED Removed
02-05-ALT	Apex Pro EXAM GLOVES, NITRILE, XX-LARGE, 100 PER BOX - NO SUBSTITUTIONS	1015-10405	Gloves, LifeStar EC, 2XL, Nitrile, White Exterior/Blue Interior, Powder Free, 12 in 100/bx 10bx/cs	ANSELL HEALTHCARE PRODUCTS LLC	100/BX	\$	23.33	Add to Contract
02-06	Apex Pro EXAM GLOVES, NITRILE, XXX-LARGE, 100 PER BOX - NO SUBSTITUTIONS	1015-11206	LTD QTY - Gloves, ApexPro LC 100, 3XL, Nitrile, PF, White Exterior/Black Interior, 12 in 90/bx	ANSELL HEALTHCARE PRODUCTS LLC				DCED Removed
02-06-ALT	Apex Pro EXAM GLOVES, NITRILE, XXX-LARGE, 100 PER BOX - NO SUBSTITUTIONS	1015-10406	Gloves, LifeStar EC, 3XL, Nitrile, White Exterior/Blue Interior, Powder Free, 12 in 90/bx 10bx/cs	ANSELL HEALTHCARE PRODUCTS LLC	90/BX	\$	23.33	Add to Contract
02-07	Microflex SupernoEC EXAM GLOVES, NITRILE, SMALL, 50 PER BOX - NO SUBSTITUTIONS	290325	Gloves, Supreno EC, SM, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50/bx 10bx/cs	ANSELL HEALTHCARE PRODUCTS LLC	50/BX	\$ 6.07	\$ 9.88	
02-08	Microflex SupernoEC EXAM GLOVES, NITRILE, MEDIUM, 50 PER BOX - NO SUBSTITUTIONS	290326	Gloves, Supreno EC, MED, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50/bx 10bx/cs	ANSELL HEALTHCARE PRODUCTS LLC	50/BX	\$ 6.07	\$ 9.88	
02-09	Microflex SupernoEC EXAM GLOVES, NITRILE, LARGE, 50 PER BOX - NO SUBSTITUTIONS	290327	Gloves, Supreno EC, LG, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50/bx 10bx/cs	ANSELL HEALTHCARE PRODUCTS LLC	50/BX	\$ 6.07	\$ 9.88	
02-10	Microflex SupernoEC EXAM GLOVES, NITRILE, X-LARGE, 50 PER BOX - NO SUBSTITUTION	290328	Gloves, Supreno EC, XL, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50/bx 10bx/cs	ANSELL HEALTHCARE PRODUCTS LLC	50/BX	\$ 6.07	\$ 9.88	
02-11	Microflex SupernoEC EXAM GLOVES, NITRILE, XX-LARGE, 50 PER BOX - NO SUBSTITUTIONS	R4388	Gloves, Supreno EC, 2XL, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 50/bx 10bx/cs	ANSELL HEALTHCARE PRODUCTS LLC	50/BX	\$ 6.07	\$ 9.88	
02-12	Microflex SupernoEC EXAM GLOVES, NITRILE, XXX-LARGE, 50 PER BOX - NO SUBSTITUTIONS	290330	Gloves, Supreno EC, 3XL, Nitrile, Powder Free, Textured, High Risk, Extended Cuff 40/bx 10bx/cs	ANSELL HEALTHCARE PRODUCTS LLC	40/BX	\$ 4.86	\$ 9.88	
03-01	SHARPS SHUTTLE CONTAINER	64250	Curaplex Sharps Solo, Sharps container with one time lockable seal, 6.5 in 24ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 1.44	\$ 1.44	
03-02	SHARPS DISPOSABLE CONTAINER, 0.6 LITER (SMITHS MEDICAL OR CITY APPROVED EQUAL). Cardinal health Item #298901	1860-08702	Curaplex Sharps Container, 1 Quart, Red, Flip Lid 1/EA 72EA/CS	CURAPLEX BY BOUND TREE	1/EA	\$ 1.06	\$ 1.68	
03-03	SHARPS COLLECTOR, 3.3 QUART, BD 305488	1860-08706	Curaplex Sharps Container, 4 Quart 1/EA 12EA/CS	CURAPLEX BY BOUND TREE	1/EA	\$ 3.35	\$ 3.70	
03-04	SHARPS DISPOSABLE CONTAINER, 5 QUART (KENDALL DEVON SHARPS-A-GATOR* OR CITY APPROVED EQUAL). Cardinal Health, Part # 47-31144010ea	47-31144010EA	*DCV-USE 1860-08708 * Sharps container 5 quart, translucent red, clear lid, 30ea/cs	CARDINAL HEALTH				DCED Removed
03-04-ALT	SHARPS DISPOSABLE CONTAINER, 5 QUART (KENDALL DEVON SHARPS-A-GATOR* OR CITY APPROVED EQUAL). Cardinal Health, Part # 47-31144010ea	1860-08708	Curaplex Sharps Container, 5.4 quart 1/EA 12EA/CS	CURAPLEX BY BOUND TREE	1/EA	\$	2.95	Add to Contract
03-05	SHARPS CONTAINER, 8 QUART, BD. Item #295489	1860-08704	Curaplex Sharps Container, 8 Quart 1EA 24EA/CS	CURAPLEX BY BOUND TREE	1/EA	\$ 2.73	\$ 3.05	
03-06	ANITBACTERIAL NO RINSE HANDWASH GEL, 4 oz. Safetec Item #R3119A.B.H.C	R3119	Hand sanitizer waterless, A.B.H.C., fresh scent, 4 oz Bottle with aloe, 24ea/cs	SAFETEC	1/EA	\$ 1.35	\$ 1.78	
03-07	ANTIMICROBIAL HANDWIPES, TUB/CANISTER 6" x 7-1/2", APPROX. 135 COUNT (PDI SANI-HANDS ALC OR CITY APPROVED EQUAL)	Q20372	SANI-HANDS ALC ANTIMICROBIAL ALCOHOL GEL HAND WIPE 135 SHEETS (12TB/CS)	MED PLUS SERVICES USA	135/TB	\$ 4.98	\$ 6.06	
03-08	DISPOSABLE CLOTH GERMICIDAL SURFACE WIPES, TUB/CANISTER 6" x 6-3/4", APPROX. 160 COUNT (PDI SUPER SANICLOTH OR CITY APPROVED EQUAL)	1061-17517	PDI SUPER SANI CLOTH WIPES 6 IN X 6 IN 160/TB 12TB/CS	MED PLUS SERVICES USA	160/TB	\$ 5.95	\$ 7.06	
03-09	SURFACE DISINFECTANT TOWELETTES, 10" X 12" (Metrex CaviWipes XL)	286984	SUPER SANI-CLOTH X-LG WIPE 65/TUB 6/CS	MED PLUS SERVICES USA	65/TB	\$ 7.14	\$ 11.47	
03-10	DISPOSABLE CLOTH GERMICIDAL SURFACE WIPES, INDIVIDUAL FOIL PACKS, 5" x 8" (PDI SUPER SANI-CLOTH OR CITY APPROVED EQUAL)	440128	LTD QTY - LUBRICATING JELLY PDI STERILE, 2.7GM 144/BX 12BX/CS	MED PLUS SERVICES USA	144/BX	\$ 8.95	\$ 10.45	

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City of Richardson-Renewal Bid Line #	City of Richardson-Renewal Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Selling UoM	Current Price	New Price	Notes
03-11	SURFACE DISINFECTANT, SPRAY BOTTLE, 24 oz. (Metrex Envirocide or Cavicide)	200024	SURFACE DISINFECTANT BOTTLE WITH SPRAYER 24 OZ 12/CS ENVIROCID	METREX RESEARCH CORPORATION	1/EA	\$ 11.65	\$ 12.50	
03-12	SURFACE DISINFECTANT, ONE GALLON CONTAINER (Metrex Cavicide)	294128	*NON-RETURNABLE* DISINFECTANT 1 GALLON 4/CS CAVICIDE	Metrex Research Corporation	1/EA	\$ 14.96	\$ 24.80	
03-13	Cidex 2.4% GLUTERALDEHYDE DISINFECTANT, ONE GALLON CONTAINER	1061-26679	*DCV-NO SUB * Disinfectant Solution, Cidex Activated Dialdehyde Solution, 14 day, 1.25 gallon	MED PLUS SERVICES USA				DCED Removed
03-14	PARTICULATE RESPIRATOR WITH NOSE FLANGE, SMALL (MOLDEX N95)	1511	*NON-RETURNABLE* Particulate Respirator, N95 Mask, SM w/Nose Flange, Latex Free 20/bx 8bx/cs	MOLDEX-METRIC, INC.	20/BX	\$ 19.50	\$ 25.37	
03-15	PARTICULATE RESPIRATOR WITH NOSE FLANGE, MEDIUM (MOLDEX N95)	1512	*NON-RETURNABLE* Particulate Respirator, N95, Med w/Nose Flange, Latex Free, 20/bx, 8bx/cs	MOLDEX-METRIC, INC.	20/BX	\$ 19.50	\$ 25.37	
03-16	PARTICULATE RESPIRATOR WITH NOSE FLANGE, LARGE (MOLDEX N95)	1513	*NON-RETURNABLE* Particulate Respirator, N95 Mask, LG w/Nose Flange, Latex Free 20/bx 8bx/cs	MOLDEX-METRIC, INC.	20/BX	\$ 19.50	\$ 25.37	
03-17	PROTECTIVE EYEWEAR, (NEMESIS V30)	1022-25676	Safety Glasses, Nemesis V30, Black Frame, Clear Lens, Neck Cord included 12ea/bx	MED PLUS SERVICES USA	1/EA	\$ 2.91	\$ 4.14	
03-18	PROTECTIVE EYEWEAR, POLARIZED (NEMESIS)	1022-28637	Safety Glasses, Nemesis Polarized, Brown Frame, Brown Lens 12ea/bx	MED PLUS SERVICES USA	1/EA	\$ 16.21	\$ 16.98	
03-19	PROTECTIVE EYEWEAR, RX READER, 1.5, 2.0, 2.5 MAGNIFICATION, CLEAR (NEMESIS)	1022-28615	Safety Glasses, Nemesis Rx Reader, 1.5, Clear Lens, Black Frame 6ea/bx	MED PLUS SERVICES USA	1/EA	\$ 8.50	\$ 8.78	
03-20	FOG FREE, PROCEDURE FACE MASK WITH WRAP AROUND SPLASHGUARD VISOR (Fluidshield or CITY APPROVED EQUAL)	29080	Mask, Procedure, FluidShield, w/SplashGuard Visor, Orange 25/bx 4bx/cs	O&M Halyard, Inc	25/BX	\$ 24.07	\$ 24.07	
03-21	MOLDER SURGICAL MASK	276-15408X	*DCB-USE 1031-87529 * Face mask, full size, surgical mask with tie, blue 50/bx 6bx/cs	DUKAL CORP.				DCED Removed
03-21-ALT	MOLDER SURGICAL MASK	1031-87529	Surgical Face Mask, 3-Ply, Earloops, Blue, ASTM Level II, 50/bx 6bx/cs	LITTLE RAPIDS CORPORATION/GRAHAM MEDICAL	50/BX		\$ 6.76	Add to Contract
03-22	COLLECTION BAG WITH HOOK, 3 LITER, 8" x 13" (HARTWELL'S BIOHOOP) - NO SUBSTITUTIONS	440101	Convenience Bag, BioHoop, 50cc-2000cc, Emesis and Hazardous Waste Bag, incl Hook 12/pk 40pk/cs	HARTWELL MEDICAL LLC	12/PK	\$ 18.95	\$ 19.82	
03-23	BIOHAZARD INFECTIOUS WASTE BAG, 7-10 GALLON, 23" x 23", 1.5 mil THICK	290116	BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2MIL 500/CS	MEDEGEN MEDICAL PRODUCTS	1/EA	\$ 0.08	\$ 0.09	
03-24	BIOHAZARD BAG, 17" x 18"	5815-804	BIOHAZARD BAG 4 GALLON 1.5ML 500/CS	MEDLINE INDUSTRIES, INC.	1/EA	\$ 0.10	\$ 0.13	
03-25	TINCTURE OF BENZOIN SWAB STICK (PDI)	APLS1116Z	BENZOIN SWABSTICKS (50)	MEDLINE INDUSTRIES, INC.	50/BX	\$ 34.50	\$ 38.63	
03-26	DELUXE INFECTION CONTROL KIT (MORRISON MEDICAL #4990721)	29220S	*DCB-USE 670201-KIT * Curaplex Personal Protection Kit Compact, incl Impervious Gown	CURAPLEX BY BOUND TREE				DCED Removed
03-26-ALT	DELUXE INFECTION CONTROL KIT (MORRISON MEDICAL #4990721)	670201-KIT	Curaplex PPE Kit- Basic, Mask w/Visor	PARENT PRODUCTION	1/EA		\$ 5.39	Add to Contract
03-27	SHOE COVER WITH ELASTIC TOP, NON-CONDUCTIVE, FLUID REPELLANT, ONE SIZE FITS ALL	290540	SHOE COVER NON CONDUCTIVE FLUID REPELLANT WITH ELASTIC TOP ONE SIZE FITS ALL 200/CS	PROTECTIVE INDUSTRIAL PRODUCTS, INC.	1/EA	\$ 0.14	\$ 0.26	
03-28	SaniZide DISINFECTANT SPRAY BOTTLE, 32 oz. (OR CITY APPROVED EQUAL)	R3127	GERMICIDAL SOLUTION 32 OZ BOTTLE 6/CS SANIZIDE 34810	SAFETEC	1/EA	\$ 5.25	\$ 7.22	
03-29	SaniZide DISINFECTANT, GALLON BOTTLE (OR CITY APPROVED EQUAL)	R3124	GERMICIDAL SOLUTION GALLON 4/CS SANIZIDE 34815	SAFETEC	1/EA	\$ 13.55	\$ 20.00	
03-30	SaniZide DISINFECTANT WIPES, 160 COUNT CANISTER (OR CITY APPROVED EQUAL)	1061-82334	*DCB-USE 1061-17517 * Germicidal Wipe, SaniZide Plus, 6 inch x 6.75 inch, 160/tub 12tub/cs	SAFETEC				DCED Removed
03-30-ALT	SaniZide DISINFECTANT WIPES, 160 COUNT CANISTER (OR CITY APPROVED EQUAL)	1061-17517	PDI SUPER SANI CLOTH WIPES 6 IN X 6 IN 160/TB 12TB/CS	MED PLUS SERVICES USA	160/TB		\$ 7.06	Add to Contract
04-01	LATEX FREE DISPOSABLE TOURNIQUET, 1" X 18"	1841-14000	Curaplex Tourniquet 1 in x 18 in, Blue, Rolled, Latex-Free 250/BG 2BG/CS	CURAPLEX BY BOUND TREE	250/BG	\$ 18.73	\$ 18.73	
04-02	Curaplex Select Ext Set, 8 in, Removable Luer Locking Site, Pinch Clamp, Spin Lock Connection	1714-31081	Curaplex 8" Exten Set, Rmvlble Sure-Lok, NeedleFree Connect, Rotating Male LL 1/EA 50EA/CS	CURAPLEX BY BOUND TREE	1/EA	\$ 0.78	\$ 0.84	
04-03	Pressure Infusion (400psig) Extension Set, 7 in, w/Microclave, Purple Slide Clamp, Amisino International Item #1714-41607	1714-41607	Pressure Infusion (400psig) Extension Set, 7 in, w/Microclave, Purple Slide Clamp 1/EA 50EA/CS	AMSINO INTERNATIONAL INC	1/EA	\$ 1.85	\$ 2.12	
04-04	Curaplex Select IV Admin Set, 60 Drop, 83 in, 1 LL Site, 1 PP Site, Spin Lock Connection. Item #1712-60830	1712-60830	Curaplex IV Admin Set, 60Drp, 83in, PP Y-Site, Sure-Lok Ndle-Free Y-Site, Rotat Male LL 1/EA 50EA/CS	AMSINO-CURAPLEX	1/EA	\$ 1.01	\$ 1.12	
04-05	Curaplex Select IV Admin Set, 10 Drop, 83 in, 1 LL Site, 1 PP Site, Spin Lock Connection. Item #1712-10830	1712-10835	Curaplex IV Admin St, 10Drp, 89in, Rll Clmp, PP YSite, Srlk Ndle-Fr YSite, Atchd Ext Set, 1/EA 50EA/CS	AMSINO-CURAPLEX	1/EA	\$ 1.55	\$ 1.55	
04-06	Curaplex Select IV Admin Set, 10 Drop, 83 in, 1 LL Site, 1 PP Site, 6 in Ext Set w/Pinch Clamp. Item #1712-10835	1712-10830	Curaplex IV Admin Set, 10 Drp, 83in, Pre-Prcd Y-Site, Srlk Ndle-Free Y Ste, Rotat Male LL 50EA/CS	CURAPLEX BY BOUND TREE	1/EA	\$ 0.87	\$ 0.95	
04-07	CLEARSAFE IV CATHETER, 14 GAUGE x 1-1/4"	1612-84110	Curaplex IV Catheter, CuraSlide, 14 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 1.15	\$ 1.26	
04-08	CLEARSAFE IV CATHETER, 16 GAUGE x 1-1/4"	1612-84120	Curaplex IV Catheter, CuraSlide, 16 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 1.15	\$ 1.26	
04-09	CLEARSAFE IV CATHETER, 18 GAUGE x 1-1/4"	1612-84130	Curaplex IV Catheter, CuraSlide, 18 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 1.15	\$ 1.26	
04-10	CLEARSAFE IV CATHETER, 20 GAUGE x 1-1/4"	1612-84140	Curaplex IV Catheter, CuraSlide, 20 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 1.15	\$ 1.26	
04-11	CLEARSAFE IV CATHETER, 22 GAUGE x 1"	1612-84150	Curaplex IV Catheter, CuraSlide, 22 ga x 1 in, Safety 50ea/bx 4bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 1.15	\$ 1.26	

Renewal Item List for City of Richardson-Renewal
Medical Supplies and Pharmaceuticals
Bid No.: Bid 28-20

City of Richardson-Renewal Bid Line #	City of Richardson-Renewal Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Selling UoM	Current Price	New Price	Notes
04-12	CLEARSAFE IV CATHETER, 24 GAUGE x 3/4"	1612-84160	Curaplex IV Catheter, CuraSlide, 24 ga x 3/4 in, Safety 50ea/bx 4bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 1.15	\$ 1.26	
04-13	STERILE NON-TOXIC, PYROGEN FREE NEEDLE, 18/8 STAINLESS STEEL, 18 GAUGE x 1-1/2"	1641-42018	Needle, Exel, hypodermic, regular bevel, 18 ga x 1 1/2 in 100ea/bx 20bx/cs	EXEL INTERNATIONAL, INC.	1/EA	\$ 0.05	\$ 0.05	
04-14	STERILE NON-TOXIC, PYROGEN FREE NEEDLE, 18/8 STAINLESS STEEL, 22 GAUGE x 1-1/2"	11313	Needle, Exel, hypodermic, regular bevel, 22 ga x 1 1/2 in 100ea/bx 20bx/cs	EXEL INTERNATIONAL, INC.	1/EA	\$ 0.05	\$ 0.05	
04-15	HYPODERMIC NEEDLE, 21 GAUGE x 1"	11314	Needle, Exel, hypodermic, regular bevel, 21 ga x 1 in 100ea/bx 20bx/cs	EXEL INTERNATIONAL	1/EA	\$ 0.05	\$ 0.05	
04-16	HYPODERMIC NEEDLE, 27 GAUGE x 1/2"	11309	Needle, Exel, hypodermic, regular bevel, 27 ga x 1/2 in 100ea/bx 20bx/cs	EXEL INTERNATIONAL, INC.	1/EA	\$ 0.05	\$ 0.05	
04-17	SAFETY SYRINGE, 1cc, 25 GAUGE x 5/8"	35305903	Syringe and Needle, SafetyGlide, 1cc, 25 ga x 5/8 in 50/bx 8bx/cs	BECTON DICKINSON	50/BX	\$ 20.14	\$ 36.34	
04-18	Syringe and Needle, VanishPoint Retractable, 3cc, 25 ga x 1 inch	10391	Syringe and Needle, VanishPoint Retractable, 3cc, 25 ga x 1 inch 100/bx 10391	NEW ENGLAND MEDICAL SPECIALTIE	100/BX	\$ 57.97	\$ 59.45	
04-19	Syringe and Needle, VanishPoint Retractable, 5cc, 21 ga x 1 inch	620551	Syringe and Needle, VanishPoint Retractable, 5cc, 21 ga x 1 inch 100/bx 10551	NEW ENGLAND MEDICAL SPECIALTIE	100/BX	\$ 119.50	\$ 119.50	
04-20	Luer-Lok SYRINGE, 3cc	1633-30303	Syringe Only, 3cc, Luer Lock, 100ea/bx 24bx/cs	B. BRAUN MEDICAL, INC	1/EA	\$ 0.08	\$ 0.08	
04-21	Luer-Lok SYRINGE, 5cc	620005	SYRINGE ONLY LUER LOCK 5CC 100/BX	ANIMAL HEALTH	1/EA	\$ 0.21	\$ 0.30	
04-22	Luer-Lok SYRINGE, 10cc	620010	SYRINGE ONLY LUER LOCK 10CC 100EA/BX	ANIMAL HEALTH	1/EA	\$ 0.24	\$ 0.34	
04-23	Luer-Lok SYRINGE, 12cc	1633-26510	Syringe, Luer Lock, 10-12cc, 100ea/bx 8bx/cs	EXEL INTERNATIONAL, INC.	1/EA	\$ 0.13	\$ 0.16	
04-24	Luer-Lok SYRINGE, 20cc	620020	SYRINGE ONLY LUER LOCK 20CC 50/BX	ANIMAL HEALTH	1/EA	\$ 0.64	\$ 0.93	
04-25	Luer-Lok SYRINGE, 30-35cc	1633-29030	Syringe, Luer Lock, 30-35cc, 50ea/bx 5bx/cs	EXEL INTERNATIONAL, INC.	1/EA	\$ 0.42	\$ 0.56	
04-26	Luer-Lok SYRINGE, 50-60cc	620300	SYRINGE DISPOSABLE LUER LOCK 50-60CC 25/BX 6BX/CS	EXEL INTERNATIONAL, INC.	25/BX	\$ 15.32	\$ 21.81	
04-27	SYRINGE AND NEEDLE, 3cc, 18 GAUGE x 1-1/2"	1631-50618	Syringe and Needle, BD, 3cc, 18 ga x 1.5 in Luer-Lok Blunt-fill Detachable 100/bx 8bx/cs	BECTON DICKINSON	100/BX	\$ 18.26	\$ 23.48	
04-28	SYRINGE AND NEEDLE, 5cc, 20 GAUGE x 1"	1632-63420	Syringe and Needle, BD Luer Lok Tip, 5cc, 20 ga x 1 inch 100/bx 4bx/cs	BECTON DICKINSON	100/BX	\$ 21.50	\$ 27.70	
04-29	SYRINGE AND NEEDLE, 10cc, 20 GAUGE x 1"	11308	Syringe and Needle, EXEL, 10cc, 20 ga x 1 1/2 in 100ea/bx 8bx/cs	EXEL INTERNATIONAL, INC.	1/EA	\$ 0.18	\$ 0.22	
04-30	BLUNT PLASTIC CANNULA (BD #303345)	353367	VIAL ACCESS CANNULA 100/BX 10BX/CS INTERLINK	BECTON DICKINSON	1/EA	\$ 0.35	\$ 0.38	
04-31	BAXTER, 3-WAY STOPCOCK WITH EXTENSION TUBING	36513	Stopcock, 3-way, Hi-Flo w/20 inch Extension, Slide Swivel Luer Lock MX412SL 50ea/cs	SMITHS MEDICAL ASD, INC.	1/EA	\$ 0.97	\$ 1.02	
04-32	CHEST DECOMPRESSION KIT (MOTION MEDICAL #1681)	680025	Curaplex Chest Decompression Set 30ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 13.48	\$ 20.27	
04-33	ARS NEEDLE DECOMPRESSION KIT, 10 GA X 3.25 IN, W/PROTECTIVE CASE	661209	ARS NEEDLE DECOMPRESSION KIT, 10 GA X 3.25 IN, W/PROTECTIVE CASE, BROWN BAND/HUB	NORTH AMERICAN RESCUE PRODUCTS	1/EA	\$ 15.25	\$ 16.43	
04-34	ARS for Needle Decompression, 14 ga x 3.25 in, w/Protective Case	NARZZ-0056	ARS for Needle Decompression, 14 ga x 3.25 in, w/Protective Case, Orange Band/Hub	NORTH AMERICAN RESCUE PRODUCTS	1/EA	\$ 8.20	\$ 9.02	
04-35	ALCOHOL PREPS, 70% ISOPROPYL, 1-1/4" x 2-1/2"	1330-85300	Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX 20BX/CS	CURAPLEX BY BOUND TREE	200/BX	\$ 1.52	\$ 1.78	
04-36	POVIDONE-IODINE WIPES, 1-3/4" x 3-1/4"	609153	POVIDONE IODINE (PVP) PREP PADS 100/BX 10BX/CS	DYNAREX CORPORATION	100/BX	\$ 3.35	\$ 4.20	
04-37	DISPOSABLE INFU-SURGE PRESSURE BAG WITH BULB AND GAUGE, 1000ml (VENTLAB VC410 OR CITY APPROVED EQUAL)	350310	Curaplex Pressure Infuser, Bag, 1000ml 5/bx 5bx/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 6.55	\$ 6.55	
04-38	IV Start Kit - IV Guard, Lock, Flush - Curaplex Item # 8600-01422 kit contents include: (1) Curaplex ChloraPrep 1.5ml FREPP Applicator; (1) Curaplex IV Guard Catheter Dressing, (1) gauze sponge, sterile, 2" x 2" 8ply; (1) Curaplex Transparent Surgical Tape, 1" x 18"; (1) IV Flush Syringe, Normal Saline, 10 ml, prefilled 12cc syringe sterile; (1) Curaplex 8" Extension Set, Removable Sure-Lok, NeedleFree Connect, Rotating Male Luer Lock; (1) blue towell, 3ply, 13" x 18"; (1) Curaplex Tourniquet 1" x 18", blue, rolled, latex free	8600-01284	Curaplex IV Start Kit (Curaplex Guard, Alcohol, Flush)	CURAPLEX BY BOUND TREE	1/EA	\$ 1.55	\$ 1.88	
05-01	DISPOSABLE COLD PACK/COMPRESS, QUICK ACTIVATION, 6" x 9". Curaplex Item #1431-66000	1431-66000	Curaplex Cold Pack - Medium - 6.69in x 6.69in 1/EA 50EA/CS	CURAPLEX BY BOUND TREE	1/EA	\$ 0.25	\$ 0.36	
05-02	HOT PACKS, 6" x 8". Curaplex Item #1432-67000	1432-67000	Curaplex Hot Pack - Large - 6.69in x 7.5in 1/EA 50EA/CS *HAZMAT*	CURAPLEX BY BOUND TREE	1/EA	\$ 0.33	\$ 0.37	
05-03	TRIAGE TAGS, METTAG, 50 PER PACKAGE	600001	TRIAGE TAGS 50/BG METTAG	METTAG PRODUCTS	50/BG	\$ 42.55	\$ 42.55	
05-04	TRIAGE TAGS, ALL RISK WRISTBAND STYLE, 50 PER PACKAGE (DISASTER MANAGEMENT SYSTEMS #05420)	3430-42004	ALL RISK TRIAGE TAG W/ WRISTBAND 50/PK	DISASTER MANAGEMENT SYSTEMS, INC.	50/PK	\$ 63.90	\$ 65.12	
05-05	ALCOHOL, 70% ISOPROPYL, 16 oz BOTTLE	201001	ALCOHOL ISOPROPYL 70% 16 OZ 12/CS	Medline Industries, Inc.	1/EA	\$ 1.12	\$ 1.75	
05-06	AMMONIA INHALANT AMPULES	900233	*DCV-USE 1360-62022 * AMMONIA INHALANTS 100/BX 12BX/CS	HONEYWELL SAFETY PRODUCTS USA INC				DCED Removed
05-06-ALT	AMMONIA INHALANT AMPULES	1360-62022	Ammonia 15-30% Strength Towlettes 10/BX 30BX/CS	SAFETEC OF AMERICA, INC.	10/BX		\$ 2.46	Add to Contract
05-07	SCISSORS, 7-1/4" (PARA-MED OR CITY APPROVED EQUAL). American Diagnostic Cor Item #400005	2811-05524	Curaplex EMS Shears, Black, 7.25in 1/EA 200EA/CS	CURAPLEX BY BOUND TREE	1/EA	\$ 0.64	\$ 0.64	
05-08	RING CUTTER	61511	*DCB-USE 400010 * Curaplex Ring Cutter	CURAPLEX BY BOUND TREE				DCED Removed
05-08-ALT	RING CUTTER	400010	*MFG B/O-SEE NOTES* RING CUTTER, MAGNUM MEDICAL	MAGNUM MEDICAL, INC.	1/EA		\$ 5.84	Add to Contract
05-09	RING CUTTER REPLACEMENT BLADES	61512	LTD QTY - Curaplex Ring Cutter Replacement Blade 100ea/bx	CURAPLEX BY BOUND TREE				DCED Removed
05-09-ALT	RING CUTTER REPLACEMENT BLADES	400011	*MFG B/O-SEE NOTES* REPLACEMENT BLADES FOR MAGNUM MEDICAL RING CUTTER 4/PK (SOLD BY THE EACH)	MAGNUM MEDICAL, INC.	1/EA		\$ 1.57	Add to Contract

Renewal Item List for City of Richardson-Renewal
Medical Supplies and Pharmaceuticals
Bid No.: Bid 28-20

City of Richardson-Renewal Bid Line #	City of Richardson-Renewal Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Selling UoM	Current Price	New Price	Notes
05-10	INFANT SWADDLING/BUNTING, ISOTHERMAL FOUL (GAM OR CITY APPROVED EQUAL)	444006	FOIL BABY BUNTING STERILE	BRIGGS HEALTHCARE	1/EA	\$ 4.43	\$ 4.88	
05-11	LIGHTWEIGHT ANODIZED ALUMINUM CLIPBOARD WITH SELF LOCKING LATCH AND DUAL TRAY, 9" x 14" (POSSEE OR CITY APPROVED EQUAL)	PB37C	POSSE BOX CLIPBOARD, SILVER, 9 IN X 14 IN X 1-1/2 IN	OTHER MANUFACTURER	1/EA	\$ 26.02	\$ 29.05	
05-12	DISPOSABLE OBSTETRICAL KIT SHOULD CONTAIN: GLOVES, STERILE OB PAD, SCAPEL, DRAPE SHEET, RECEIVING BLANKET, OB TOWEL, PLASTIC BAG FOR PLACENTA, GAUZE SPONGES, BULB SYRINGE, UMBILICAL CLAMPS, ALCOHOL PREPS, TWIST TIES, NYLON TIE-OFFS, TOWELS. Curaplex Item #444001	4440010	Curaplex OB Kit Sealed Standard	CURAPLEX BY BOUND TREE	1/EA	\$ 5.90	\$ 6.87	
05-13	STERILE BULB SYRINGE, 3 oz	320031	*DCV-USE 044-AS00503SEA * BULB SYRINGE STERILE 3 OZ 50/CS	BUSSE HOSPITAL DISPOSABLES				DCED Removed
05-13-ALT	STERILE BULB SYRINGE, 3 oz	044-AS00503SEA	Bulb syringe, ear/ulcer, 3 oz, vinyl, sterile 50ea/cs	AMSINO INTERNATIONAL INC	1/EA		\$ 0.79	Add to Contract
05-14	FIRST AID 10 PERSON KIT (First Aid Only MODEL 222-U)	686011	FIRST AID KIT IN POLYPROPYLENE BOX BULK XS #10 (10/CS)	ACME UNITED (FIRST AID)	1/EA	\$ 12.75	\$ 14.64	
05-15	EAR PLUGS WITH CORD (SPARKPLUGS OR CITY APPROVED EQUAL)	486654	EAR PLUGS CORDED, NOISE REDUCTION RATIO 31 MOLDEX SPARKPLUGS 100/BX	MOLDEX-METRIC, INC.	100/BX	\$ 21.55	\$ 26.77	
05-16	NAIL POLISH REMOVER WIPES	607120	*DCV-USE 279-1501BX * NAIL POLISH REMOVER PAD, 1 1/4 INCH X 2 5/8 INCH, ACETONE FREE 100/BX 10BX/CS	MED PLUS SERVICES USA				DCED Removed
05-16-ALT	NAIL POLISH REMOVER WIPES	279-1501BX	Nail polish remover pad, Acetone Free 100BX, 10BX/CS	DYNAREX CORPORATION	100/BX		\$ 5.72	Add to Contract
05-18	EMS FIELD GUIDE	480378	Field Guide, EMS ALS, 20th Edition	JONES & BARTLETT LEARNING	1/EA	\$ 21.25	\$ 22.55	
05-19	SunX SPF30 LOTION POUCHES, 200 POUCHES PER PACKAGE #71430	661057	SunX30 Suncscreen Lotion Packets, 25/BX 8BX/CS	UNIMED-MIDWEST, INC.	25/BX	\$ 10.57	\$ 10.57	
05-20	REPLACEMENT BATTERY FOR LAERDAL SUCTION UNIT, #L780400	2223-80078	LSU NiMH Battery	LAERDAL MEDICAL CORP.	1/EA	\$ 109.00	\$ 131.05	
05-21	Suction Cups, for LUCAS 2, Disposable	4510-04676	Suction Cups, for LUCAS 2 and 3 Disposable 3/pk	STRYKER	3/PK	\$ 125.00	\$ 132.76	
06-01	COVIDIEN MICROSTREAM FILTERLINE SET, ADULT/PEDIATRIC	177268	SMART CAPNOLINE PLUS NON INTUBATED, ORAL NASAL W/O2 TUBING, ADULT/INTERMEDIATE 100EA/BX	MEDTRONIC (covidien)	1/EA	\$ 8.80	\$ 8.80	
06-02	COVIDIEN MICROSTREAM FILTERLINE SET, INFANT/NEONATE - Item #177266	176324	FILTERLINE H SET INFANT/NEONATE, INCL AIRWAY ADAPTER, FILTERLINE, MICROSTREAM CONNECTION 25/BX	MEDTRONIC (covidien)	1/EA	\$ 11.90	\$ 11.90	
06-03	COVIDIEN MICROSTREAM SMART CAPNOLINE, ADULT/INTERMEDIATE W/O2 TUBING - Item #177268	177268	SMART CAPNOLINE PLUS NON INTUBATED, ORAL NASAL W/O2 TUBING, ADULT/INTERMEDIATE 100EA/BX	MEDTRONIC (covidien)	1/EA	\$ 8.80	\$ 8.80	
06-04	COVIDIEN MICROSTREAM SMART CAPNOLINE, PEDIATRIC W/O2 TUBING - Item #177669	177669	SMART CAPNOLINE, PEDIATRIC, NON INTUBATED, ORAL NASAL W/OXYGEN TUBING 25/BX	MEDTRONIC (covidien)	1/EA	\$ 10.50	\$ 10.50	
06-05	COVIDIEN MICROSTREAM SMART CAPNOLINE, PLUS NO O2 DELIVERY - Physio Control Item #11996-000162	177266	SMART CAPNOLINE PEDIATRIC, NON INTUBATED, ORAL NASAL, NO O2 DELIVERY 25/BX 007266	MEDTRONIC (covidien)	1/EA	\$ 9.20	\$ 9.20	
06-06	Nellcor OxiSensor II, ADULT, 18" CABLE	172500	LTD QTY - SENSOR ADULT OXISENSOR II 18 IN CABLE 24EA/CS	MEDTRONIC (covidien)	1/EA	\$ 16.05	\$ 21.35	
06-07	Nellcor OxiSensor II, ADULT, 36" CABLE	D5211	LTD QTY - SENSOR 36 IN CABLE ADULT 24/CS OXISENSOR II D25L	MEDTRONIC (covidien)	1/EA	\$ 17.55	\$ 23.75	
06-08	Nellcor OxiSensor II, PEDIATRIC	D5214	LTD QTY - SENSOR PEDIATRIC 24/CS OXISENSOR II	MEDTRONIC (covidien)	1/EA	\$ 16.25	\$ 21.70	
06-09	Nellcor OxiSensor II, INFANT	D5213	*DCV-USE 171950 * SENSOR INFANT 24/CS OXISENSOR II	MEDTRONIC (covidien)				DCED Removed
06-09-ALT	Nellcor OxiSensor II, INFANT	171950	SENSOR DISPOSABLE ADHESIVE INFANT 24/CS OXIMAX MAX-I	MEDTRONIC (covidien)	1/EA		\$ 21.15	Add to Contract
06-10	Nellcor DuraSensor DS100A FINGER CLIP SENSOR, ADULT	D5219	*DC-DUP-USE 2712-52190 * SENSOR REUSABLE FINGER CLIP ADULT NELLCOR DURASENSOR DS100A 1/BX	MEDTRONIC (covidien)				DCED Removed
06-10-ALT	Nellcor DuraSensor DS100A FINGER CLIP SENSOR, ADULT	2712-52190	Sensor Reusable Finger Clip Adult Nellcor Durasensor Ds100A	MEDTRONIC (COVIDIEN)	1/EA		\$ 189.25	Add to Contract
06-11	EC-4 Nellcor SENSOR EXTENSION CABLE, 4' length	134-8505-1011	Pulse Oximeter Sensor Cable, Finger, 4 ft, Adult/Juvenile, New Style Clip, 7 pin, Nellcor-Compatible	BETA BIOMED SERVICES	1/EA	\$ 62.25	\$ 62.25	
06-12	PORTABLE CO-OXIMETER, MASIMO RAD 57C, #2711-25003	2711-25003	MASIMO RAD-57C CO-OXIMETER W/SPO2/SPCO, RAINBOW DCI-DC-3 SENSOR, RED CASE *Grants Only*	CARDIO PARTNERS, INC.	1/EA	\$ 4,212.90	\$ 4,212.90	
06-13	Masimo SET M-LNCS, Neo/Adult, Adhesive, Disposable, for use w/RC (Rainbow or SpO2)	2712-14271	Sensors, Masimo SET M-LNCS, Neo/Adult, Adhesive, Disposable, for use w/RC (Rainbow or SpO2) 20ea/bx	STRYKER	1/EA	\$ 18.15	\$ 19.08	
06-14	BLOOD PRESSURE KIT, SYSTEM 5 (MEDSOURCE #MS MED5N)	533-MS-MED5N	*DCB-NO SUB *Curaplex Med 5, BP Unit Kit, Blue, Palm Model Gauge, w/5 Different Size Nylon Cuffs, LF	CURAPLEX BY BOUND TREE				DCED Removed
06-14-ALT	BLOOD PRESSURE KIT, SYSTEM 5 (MEDSOURCE #MS MED5N)	94-REUSE-MLT	Blood pressure cuff kit BP, Welch Allyn, reusable, 1 tube, includes 8 different size cuffs 12st/cs	WELCH ALLYN, INC..	8/ST		\$ 193.60	Add to Contract
06-15	HAND HELD OXIMETER (BCI 3301)	D5230	BCI PULSE OXIMETER 3301 HAND HELD WITH FINGER PROBE	SMITHS MEDICAL ASD, INC.	1/EA	\$ 36.80	\$ 462.82	
06-16	CARRY CASE FOR BCI 3301 HAND HELD OXIMETER	331500	CARRYING CASE FOR PULSE OX 3301 W/BELT CLIP AND SHOULDER STRAP	SMITHS MEDICAL ASD, INC.	1/EA	\$ 371.50	\$ 51.47	
06-17	ELECTRODES, ADULT (AMBU BlueSensor SP-00-S)	230005	Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 10/PK 200PK/CS	AMBU	10/PK	\$ 47.80	\$ 2.11	
06-18	ELECTRODES, PEDIATRIC (KENDALL MEDI-TRACE 135)	47-31439766PK	Electrode, Medi-Trace Mini, ECG monitoring, pediatric, foam, teardrop shape, adhesive hydrogel 5/pk	CARDINAL HEALTH	5/PK	\$ 2.02	\$ 1.18	
06-19	SINGLE USE ELECTRODES, PRE-GELLED, 1-3/16" ROUND, ADULT (KENDALL MEDI-TRACE 530) - NO SUBSTITUTIONS	E5910	ELECTRODES, MEDI-TRACE SERIES 530, ADULT 30/PK 20PK/CS 31013926	Cardinal/Kendall	30/PK	\$ 0.63	\$ 3.80	
06-20	QUICK COMBO ELECTRODE PADS, ADULT, EDGE SYSTEM WITH PRECONNECT SYSTEM, PHYSIO CONTROL LIFEPAK 15 COMPATIBLE - Physio Control Item #238497	16384	Curaplex Select Multi-Function Defib Pads, Physio-Control Adult/Child >10KG/22LB5 10pr/cs	CURAPLEX BY BOUND TREE	1/PR	\$ 3.16	\$ 17.14	
06-21	QUICK COMBO ELECTRODE PADS, PEDIATRIC, PHYSIO CONTROL LIFEPAK 15 COMPATIBLE - Curaplex Item #16383	16383	Curaplex Select Multi-Function Defib Pads, Physio-Control Pediatric/Infant <10kg/22lb 10pr/cs	CURAPLEX BY BOUND TREE	1/PR	\$ 14.99	\$ 17.14	

Renewal Item List for City of Richardson-Renewal
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City of Richardson-Renewal Bid Line #	City of Richardson-Renewal Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Selling UoM	Current Price	New Price	Notes
06-22	QUICK COMBO REDI-PAK DEFIBRILLATION PADS, ADULT, PHYSIO CONTROL LIFEPAK 15 COMPATIBLE - Curaplex Item #16384	16242	Curaplex Select Defib Pads, Physio Adult/Child Combo, Leads Out Direct Connect >10KG/22LBS 10pr/cs	CURAPLEX BY BOUND TREE	1/PR	\$ 15.79	\$ 18.74	
06-23	Masimo SET M-LNCS, Neo/Adult, Adhesive, Disposable, for use w/RC	2712-14271	Sensors, Masimo SET M-LNCS, Neo/Adult, Adhesive, Disposable, for use w/RC (Rainbow or SpO2) 20ea/bx	STRYKER	1/EA	\$ 17.50	\$ 19.08	
06-24	MASIMO SET LNCS INF-L INFANT ADHESIVE SENSOR, DISPOSABLE, FOR PTS 3-20KG	2712-03111	SEE NOTES MASIMO SET LNCS INF-L INFANT ADHESIVE SENSOR, DISPOSABLE, FOR PTS 3-20KG, 18 IN 20EA/BX	STRYKER	1/EA	\$ 18.80	\$ 19.63	
06-25	MEDI-TRACE RECORDING PAPER, PHYSIO CONTROL LIFEPAK 15 COMPATIBLE	2745-10108	Curaplex ECG Chart Paper, Thermal, 108mm, Red Grid, for Physio-Control LP11, LP12, LP15 1/RL 60RL/CT	CURAPLEX BY BOUND TREE	1/RL	\$ 1.26	\$ 1.84	
06-26	DISPOSABLE PENLIGHT WITH PUPIL GAUGE	32762	Curaplex Disposable Penlight 6/pk, 60pk/cs	CURAPLEX BY BOUND TREE	6/PK	\$ 3.79	\$ 3.79	
06-27	3M LITTMAN CLASSIC II STETHOSCOPE - NO SUBSTITUTIONS	3M2218BE	Stethoscope, Littmann Classic III, Black Matted Finish, Black Tube, 27 in	3M HEALTH CARE	1/EA	\$ 98.14	\$ 99.75	
06-28	SPRAGUE-RAPPAPOORT STETHOSCOPE WITH 5 INTERCHANGABLE CHEST PIECES, BLACK	36020	Curaplex Sprague Rappaport Style Stethoscope, Black, 22 in 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 3.80	\$ 3.80	
06-29	SPHYGMOMANOMETER, 300 mm HG GAUGE, WHITE FACE, BLACK NUMERALS, NO STOP PIN IN MANOMETER, NYLON Velcro CUFF WITH PLACEMENT MARKINGS, INFANT - Curaplex Item #36010	36010	Curaplex Manual BP Cuff, Infant, with Case 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 5.99	\$ 6.91	
06-30	SPHYGMOMANOMETER, 300 mm HG GAUGE, WHITE FACE, BLACK NUMERALS, NO STOP PIN IN MANOMETER, NYLON Velcro CUFF WITH PLACEMENT MARKINGS, CHILD - Curaplex Item #36011	36011	Curaplex Manual BP Cuff, Child, with Case 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 5.99	\$ 6.91	
06-31	SPHYGMOMANOMETER, 300 mm HG GAUGE, WHITE FACE, BLACK NUMERALS, NO STOP PIN IN MANOMETER, NYLON Velcro CUFF WITH PLACEMENT MARKINGS, ADULT - Curaplex Item #36012	36012	Curaplex Manual Blood Pressure Cuff, Adult, with Case 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 5.99	\$ 6.53	
06-32	SPHYGMOMANOMETER, 300 mm HG GAUGE, WHITE FACE, BLACK NUMERALS, NO STOP PIN IN MANOMETER, NYLON Velcro CUFF WITH PLACEMENT MARKINGS, LARGE ADULT - Curaplex Item #36013	36013	Curaplex Manual Blood Pressure Cuff, LG Adult, with Case 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 5.99	\$ 6.65	
06-33	SPHYGMOMANOMETER, 300 mm HG GAUGE, WHITE FACE, BLACK NUMERALS, NO STOP PIN IN MANOMETER, NYLON Velcro CUFF WITH PLACEMENT MARKINGS, THIGH - Curaplex Item #36014	36014	Curaplex Manual Blood Pressure Cuff, Thigh, with Case 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 6.55	\$ 6.55	
06-34	INFRARED TEMPORAL SCANNER (EXERGEN CORPORATION TAT-2000) - NO SUBSTITUTIONS	290-TAT-2000	Temporal artery thermometry, TemporalScanner TAT-2000, infrared, LED display, LED scan indicator	EXERGEN CORPORATION	1/EA	\$ 135.00	\$ 139.14	
06-35	EXERGEN DISPOSABLE THERMOMETER SHEATHS - NO SUBSTITUTIONS	179642	THERMOMETER SHEATHS DISPOSABLE FOR EXERGEN THERMOMETER 250/BX	EXERGEN CORPORATION	250/BX	\$ 33.20	\$ 34.97	
06-36	ELECTRONIC THERMOMETER WITH HOLDER (WELCH ALLYN SURETEMP PLUS, MODEL 690) NO SUBSTITUTIONS	179200	Thermometer, Electronic, SureTemp Plus 690, 4 Ft Cord, Oral Probe w/Well	WELCH ALLYN, INC..	1/EA	\$ 269.50	\$ 276.35	
06-37	DISPOSABLE PROBE COVERS FOR WELCH ALLYN SURETEMP PLUS THERMOMETER	2733-53175	Probe Covers for SureTemp Thermometers 690, Disposable 250/bx 30bx/cs	WELCH ALLYN, INC..	250/BX	\$ 9.65	\$ 9.65	
06-38	DIGITAL THERMOMETER (Adtemp II 413)	170002	THERMOMETER DIGITAL ADTEMP II 12ea/bx	AMERICAN DIAGNOSTIC CORP.	1/EA	\$ 3.70	\$ 3.70	
06-39	DISPOSABLE PROBE COVERS FOR Adtemp II 413 DIGITAL THERMOMETER	400018	THERMOMETER SHEATHS FOR ADTEMP 100/BX	AMERICAN DIAGNOSTIC CORP.	100/BX	\$ 2.80	\$ 2.80	
06-40	DISPOSABLE PROBE COVER FOR BRAUN THERMOSCAN PRO 4000 EAR THERMOMETER	2733-57505	*DCV-USE 2733-14605 * Probe Covers, Braun ThermoScan Pro 4000 Thermometer, Disp 200/bx 25bx/cs	WELCH ALLYN, INC..				DCED Removed
06-40-ALT	DISPOSABLE PROBE COVER FOR BRAUN THERMOSCAN PRO 4000 EAR THERMOMETER	2733-14605	Probe Covers, Braun ThermoScan PRO 6000 Ear Thermometer, Disposable 200/bx 25bx/cs	WELCH ALLYN, INC..	200/BX	\$ 14.78		Add to Contract
06-41	BLOOD GLUCOSE METER (Assure Prism Multi) - NO SUBSTITUTIONS	2761-53010	*SEE NOTES* Blood Glucose Meter, Assure Prism Multi*Approved for Multipatient Use*	Arkray	1/EA	\$ 5.90	\$ 5.90	
06-42	Control Solution, Assure Prism Multi, L1 and L2 NO SUBSTITUTIONS	2762-53060	Control Solution, Assure Prism Multi, L1 and L2, 1 bottle of EA/BX	Arkray	1/BX	\$ 9.60	\$ 9.60	
06-43	BLOOD GLUCOSE METER TEST STRIPS FOR ASSURE PRISM MULTI - NO SUBSTITUTIONS	2763-53050	Blood Glucose Test Strips, Assure Prism Multi 50/ bottle; 1bt/ box *Approved for Multipatient Use*	Arkray	50/BX	\$ 9.08	\$ 9.08	
06-44	AUTOMATIC LANCET (HAEMOLANCE OR SENSILANCE)	2764-70725	Curaplex Safety Lancet, 25g 100/BX 48BX/CS	CURAPLEX BY BOUND TREE	100/BX	\$ 11.75	\$ 11.75	
06-45	Veni-Gard CONMED, ADULT - NO SUBSTITUTIONS	354431	IV Dressing, Veni-Gard, Transparent, Adult 100/BX 5BX/CS	CONMED CORPORATION	100/BX	\$ 47.55	\$ 47.55	
06-46	Veni-Gard CONMED, PEDIATRIC - NO SUBSTITUTIONS	354432	IV Dressing, Veni-Gard, Transparent, Junior 100/BX 5BX/CS	CONMED CORPORATION	100/BX	\$ 33.25	\$ 33.25	
06-47	DISPOSABLE PREP RAZOR (DYNAREX GALLANT OR CITY APPROVED EQUAL)	540047	PREPARATION RAZORS 50/BX 5BX/CS GALLANT 4251 (250EA/CS)	DYNAREX CORPORATION	1/EA	\$ 0.34	\$ 0.39	
07-01	LONG PLASTIC BACKBOARD WITH PINS, RED (450 LB MINIMUM WEIGHT LOAD)	265014	XTRA Backboard, Red, 14 Pins	ALLIED HEALTHCARE PRODUCTS INC	1/EA	\$ 89.50	\$ 157.07	
07-02	IMPRINTING OF RICHARDSON FIRE DEPARTMENT ON BACKBOARDS (ALL INCLUSIVE PRICING)	**		Vyaire Medical	/			
07-03	ULTRA SHORT BOARD, NO PINS, BLUE, DS	265901RB	Backboard, Ultra Space Save, Royal Blue, No Pins, Folded 40 x 16 x 5 in, Ext 72 x 16 x 2 in	IRON DUCK INC.	1/EA	\$ 279.50	\$ 279.50	
07-04	ULTRA SHORT BOARD, NO PINS, YELLOW	265901Y	Backboard, Ultra Space Save, Yellow, No Pins, Folded 40 x 16 x 5 in, Ext 72 x 16 x 2 in	IRON DUCK INC.	1/EA	\$ 272.50	\$ 272.50	
07-05	ULTRA SPACESAVER FOLDING BACKBOARD WITH PINS, YELLOW	265901YP	Backboard, Ultra Space Save, Yellow, With Pins, Folded 40 x 16 x 5 in, Ext 72 x 16 x 2 in	IRON DUCK INC.	1/EA	\$ 285.50	\$ 285.50	

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07-06	REUSABLE IMPERVIOUS HEAVY DUTY VINYL RESTRAINTS, TWO PIECE, METAL PUSH BUTTON RELEASE WITH LOOP LOCK, 5 FT. COLOR - ORANGE	3173-17225	Restraint Strap, Impervious, Yellow, 2 piece, 7 ft, Auto Buckle, Loop Lock	DICK MEDICAL SUPPLY	1/EA	\$ 7.65	\$ 8.05	
07-07	DISPOSABLE IMPERVIOUS HEAVY DUTY VINYL RESTRAINTS, TWO PIECE WITH METAL PUSH BUTTON LOOP LOCK, 5 FT, RED - DMS Item #506022R	B0124	Restraint Strap, Orange, 5 ft, 2 pc, Economy Polypropylene, Plastic Side Release, Loop End	DICK MEDICAL SUPPLY	1/EA	\$ 1.72	\$ 1.86	
07-08	REUSABLE RESTRAINT STRAP, TWO-PIECE, METAL PUSH BUTTON BUCKLE WITH SWIVEL QUICK CLIP, 5 FT, MAROON	505601SBKAB	Restraint Straps, Black, 5 ft, 2 pc, Impervious Vinyl, Metal Push Button Buckle, Swivel Speed Clip	DICK MEDICAL SUPPLY	1/EA	\$ 10.25	\$ 10.79	
07-09	EP&R SPIDER POLYPROPYLENE RESTRAINT STRAP, RED/BLACK - Item #282-EP-504 (Emergency Products & Research)	282-EP-504	Spineboard strap, Spider Strap, nylon, red/black, with 10 points of attachment	EMERGENCY PRODUCTS & RESEARCH	1/EA	\$ 65.50	\$ 65.50	
07-10	QUICK RELEASES FOAM LIMB HOLDERS (Posey # 2532)	2532	Foam Quick-Release Limb Holders, Single Strap w/Quick-Release Connecting Strap, 31 in, pair	POSEY PRODUCTS LLC	1/PR	\$ 6.44	\$ 7.36	
07-11	ADJUSTABLE CERVICAL COLLAR, ADULT (AMBU PERFIT ACE) - NO SUBSTITUTIONS	260281	Extrication Collar, Ambu Perfit ACE, Adult, Adjustable 16 Settings 30ea/cs	AMBU	1/EA	\$ 3.90	\$ 3.90	
07-12	ADJUSTABLE CERVICAL COLLAR, PEDIATRIC (AMBU PERFIT ACE) - NO SUBSTITUTIONS	260280	Extrication Collar, Ambu Mini Perfit ACE, Pediatric, Adjustable 12 Settings 30ea/cs	AMBU	1/EA	\$ 3.90	\$ 3.90	
07-13	CERVICAL IMMOBILIZATION DEVICE - Item #260975 Laerdal Medical Corp.	3141-91010	Curaplex Head Immobilizer, Adult, incl Head and Chin Straps, 20ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 3.18	\$ 3.82	
07-14	DISPOSABLE PILLOW, 17" x 23" - Care Line Inc. Item #206-089-7015ea	206-089-7010EA	*DCV-USE B0036 * Pillow, disposable, 18 x 24, 12 oz., polyester fill, non-allergenic, 12ea/cs	CARE LINE INC.				DCED Removed
07-14-ALT	DISPOSABLE PILLOW, 17" x 23" - Care Line Inc. Item #206-089-7015ea	B0036	PILLOW POLYESTER FIBER 18 IN X 24 IN 12/CS	MEDLINE INDUSTRIES, INC.	1/EA		\$ 2.98	Add to Contract
07-15	STAPH-CHECK REUSABLE PILLOW, 17" x 20"	E558500	*DCV-NO SUB * PILLOW PLASTIC REUSABLE 18 IN X 24 IN 2 each/bag 10 bags/case	MEDLINE INDUSTRIES, INC.				DCED Removed
07-15-ALT	STAPH-CHECK REUSABLE PILLOW, 17" x 20"	E0082	PILLOW REUSABLE NYLEX 18 IN X 24 IN 20EA/CS	MEDLINE INDUSTRIES, INC.	1/EA		\$ 7.21	Add to Contract
07-16	DISPOSABLE PILLOWCASE, TISSUE POLY, WHITE, 21" x 30" - TIDI Products Item #E3152	3271-44125	Curaplex Disposable Pillow Case, 22x30 inches Tissue/Poly, White 100/CS	CURAPLEX BY BOUND TREE	100/CS	\$ 16.50	\$ 16.50	
07-17	BIODEGRADABLE, FLUID RESISTANT, SPUNBOUND POLYPROPYLENE FITTED COT SHEET, 30" x 24" - Curaplex Item #14039MS	3271-72202	Cot Sheet, Fitted, Standard, 30 in x 72 in blue spunbond 50/cs	ADI MEDICAL	50/CS	\$ 35.50	\$ 45.24	
07-18	3-PIECE LINEN SET, HEAVY DUTY Item #533 -ms-003PCHD	B0033	COT SHEET, FLAT, POLY-PRO 40 IN X 84 IN 50/CS	ADI MEDICAL	50/CS	\$ 34.50	\$ 49.24	
07-19	GRAHAM MEDIAL MEGA MOVER #51926 - NO SUBSTITUTIONS	111500	MegaMover Transport Unit, 40 in x 80 in, Non-woven/Poly, White/Black, 14 Handles 10ea/cs	LITTLE RAPIDS CORPORATION/GRAHAM MEDICAL	1/EA	\$ 17.90	\$ 22.65	
07-20	MED TECH VSB 6'	MT90001	AIR TRANSPORT VACUUM SPINE BOARD (VSB) 6FT KIT W/ HAND/FOOT VACUUM PUMP AND CARRYING CASE	MED TECH SWEDEN, INC.	1/EA	\$ 822.50	\$ 1,048.14	
08-01	SOF TACTICAL TOURNIQUET, BLACK (#SOFT-NH) - NO SUBSTITUTIONS	1880-15620	SOF Tactical Tourniquet - Black, 1 in Wide	TACTICAL MEDICAL SOLUTIONS, LLC	1/EA	\$ 23.35	\$ 24.25	
08-02	CAT TOURNIQUET, ORANGE (TRAINER) - NO SUBSTITUTIONS	1880-23315	Combat Application Tourniquet (CAT) Orange, Gen 7, One-handed Tourniquet - Windlass System	NORTH AMERICAN RESCUE PRODUCTS	1/EA	\$ 24.25	\$ 24.25	
08-03	CAT TOURNIQUET, BLACK - NO SUBSTITUTIONS - SOF Tactical Tourniquet by tactical medical solutions, inc. Item #1880-15620	1880-13022	Combat Application Tourniquet (CAT) Tactical Black, Gen 7, One-handed Tourniquet - Windlass System	NORTH AMERICAN RESCUE PRODUCTS	1/EA	\$ 24.20	\$ 24.25	
08-04	CHEST SEAL (ASHERMAN 8491)	718491	CHEST SEAL ASHERMAN 849100 10EA/BX	Teleflex	1/EA	\$ 6.88	\$ 7.70	
08-05	NON-STERILE TRIANGULAR BANDAGE, 36" x 36" x 51"	1124-32400	*DCB-USE J2051 * Curaplex Triangular Bandage, Muslin 12/pk 20pk/cs 40 in x 40 in x 56 in	CURAPLEX BY BOUND TREE	12/PK	\$ 2.92	\$ 4.38	
08-06	Kendall's Kerlix NON-STERILE BANDAGE ROLL, 4" (OR CITY APPROVED EQUAL)	1121-36545	Curaplex Fluff Bandage Roll 4.5x4.1yds, 6ply Non-Sterile, 100rl/cs	CURAPLEX BY BOUND TREE				DCED Removed
08-06-ALT	Triangular Bandages, 40in x 40in x 56in	J2051	BANDAGE TRIANGULAR 40 IN X 40 IN X 56 IN 12EA/BG 20BG/CS	ADI MEDICAL	/			Add to Contract
08-07	DUKAL SELF ADHERING ELASTIC COMPRESSION BANDAGE, 4" (OR CITY APPROVED EQUAL)	1121-36573	Curaplex Cohesive Elastic Bandage, 4 in, Blue, Latex Free 18rl/bx 6bx/cs	CURAPLEX BY BOUND TREE	18/BX	\$ 14.90	\$ 23.96	
08-08	BENZION TINCTURE STERI-STRIP, .66ml/vl	541544	Benzoin Tincture Compound, Steri-Strip, 2/3cc Vial, 40/bx 4bx/cs	3M	40/BX	\$ 27.75	\$ 27.75	
08-09	Curaplex Fabric Adhesive Bandage (X-Large), 2in x 4in - Item # 1122-14964	1122-14964	*DCB-USE 279-3614BX * Curaplex Fabric Adhesive Bandage, Xlarge, 2in x 4in, 100/BX 60BX/CS	TEMPO MEDICAL-CURAPLEX				DCED Removed
08-09-ALT	Curaplex Fabric Adhesive Bandage (X-Large), 2in x 4in - Item # 1122-14964	279-3614BX	Bandage, Adhesive, Flexible Fabric, 2 x 4 1/2, x-large, sterile, strip, latex free 50/bx 24bx/cs	DYNAREX CORPORATION	50/BX	\$	3.58	Add to Contract
08-10	Curaplex Fabric Adhesive Bandage (Knuckle), 3in x 1 1/2in - Item #1122-14966	1122-14966	LTD QTY - Curaplex Fabric Adhesive Bandage, Knuckle, 3in x 1 1/2in, 100/BX 60BX/CS	TEMPO MEDICAL-CURAPLEX				DCED Removed
08-10-ALT	Curaplex Fabric Adhesive Bandage (Knuckle), 3in x 1 1/2in - Item #1122-14966	279-3619BX	Bandage, Adhesive, Flexible Fabric, knuckle, 1 1/2 x 3, sterile 100/bx 24bx/cs	DYNAREX CORPORATION	100/BX	\$	3.46	Add to Contract
08-11	Curaplex Fabric Adhesive Bandage (Fingertip), 1 3/4in x 2in - Item # 1122-14962	1122-14962	*DCB-USE 279-3617BX * Curaplex Fabric Adhesive Bandage, Fingertip, 1 3/4in x 2in, 100/BX 60BX/CS	TEMPO MEDICAL-CURAPLEX				DCED Removed
08-11-ALT	Curaplex Fabric Adhesive Bandage (Fingertip), 1 3/4in x 2in - Item # 1122-14962	279-3617BX	Bandage, Adhesive, Flexible Fabric, Fingertip, 1 3/4 in x 2 in 100/bx 24bx/cs	DYNAREX CORPORATION	100/BX	\$	3.65	Add to Contract
08-12	Curaplex Fabric Adhesive Bandage, 1in x 3in - Item # 1122-14960	1122-14966	LTD QTY - Curaplex Fabric Adhesive Bandage, Knuckle, 3in x 1 1/2in, 100/BX 60BX/CS	TEMPO MEDICAL-CURAPLEX				DCED Removed
08-12-ALT	Curaplex Fabric Adhesive Bandage, 1in x 3in - Item # 1122-14960	279-3619BX	Bandage, Adhesive, Flexible Fabric, knuckle, 1 1/2 x 3, sterile 100/bx 24bx/cs	DYNAREX CORPORATION	100/BX	\$	3.46	Add to Contract

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08-13	Looney Tunes Character Adhesive Bandage, 3/4in x 3in, Bugs Bunny and Daffy Duck - Item: # 18721 or #18723	18721	BANDAID, KIDS BUGS AND DAFFY 100/BX 12/BX/CS	DUKAL CORP.	100/BX	\$ 3.90	\$ 4.27	
08-14	SHEER STRIP BANDAGE, 3/4" x 3" (J & J Band Aid or Kendall Curity) - NO SUBSTITUTIONS	1122-14952	Curaplex Plastic Adhesive Bandage, 3/4in x 3in, 100/BX 60BX/CS	TEMPO MEDICAL-CURAPLEX	100/BX	\$ 0.92	\$ 0.92	
08-15	FLEXIBLE FABRIC ADHESIVE BANDAGE, 1" x 3" (J & J Band Aid or Kendall Curity) - NO SUBSTITUTIONS	1122-14960	Curaplex Fabric Adhesive Bandage, 1in x 3in, 100/BX 60BX/CS	TEMPO MEDICAL-CURAPLEX	100/BX	\$ 1.25	\$ 1.74	
08-16	NON-STERILE GAUZE, ROLLED, 4" - Dukal Corp. Item #080704	1121-36568	LTD QTY - Curaplex Rolled Gauze Bandage, Non-Sterile 4in 12rl/bg, 8bg/cs	DUKAL, LLC				DCED Removed
08-16-ALT	NON-STERILE GAUZE, ROLLED, 4" - Dukal Corp. Item #080704	1121-36560	Curaplex Conforming Stretch Gauze Bandage, Non-Sterile 4in 12rl/bg, 8bg/cs	DUKAL, LLC	12/BG		\$ 1.59	Add to Contract
08-17	STERILE, WOVEN 2-PLY GAUZE, ROLLED, 4" - Dukal Corp. Item #276-454	1121-36564	*DCB-USE 1121-36556 * Curaplex Rolled Gauze Bandage, Sterile 4 in 12 rolls/bx, 8bx/cs	DUKAL, LLC				DCED Removed
08-17-ALT	STERILE, WOVEN 2-PLY GAUZE, ROLLED, 4" - Dukal Corp. Item #276-454	1121-36556	Curaplex Conforming Stretch Gauze Bandage, Sterile 4 in 12rl/bg 8bx/cs	DUKAL, LLC	12/BX		\$ 3.07	Add to Contract
08-18	STERILE, WOVEN 2-PLY GAUZE, ROLLED, 6" - Dukal Corp. Item #279-456EA	1121-36565	*DCB-USE 1121-36557 * Curaplex Rolled Gauze Bandage, Sterile 6 in 6 trays/bx, 8bx/cs	DUKAL, LLC				DCED Removed
08-18-ALT	STERILE, WOVEN 2-PLY GAUZE, ROLLED, 6" - Dukal Corp. Item #279-456EA	1121-36557	Curaplex Conforming Stretch Gauze Bandage, Sterile 6in , 6rl/bg 8bx/cs	DUKAL, LLC	6/BX		\$ 2.24	Add to Contract
08-19	QuikClot Combat Hemostatic Gauze, Black, 3in x 4yd By: Z-MEDICA LLC - Item # 1214-35037	1214-83410	*DCV-USE 1214-30215 * Hemostatic Gauze, Celox Gauze, 10 ft, Z-Fold	SAFEGUARD MEDICAL				DCED Removed
08-19-ALT	QuikClot Combat Hemostatic Gauze, Black, 3in x 4yd By: Z-MEDICA LLC - Item # 1214-35037	1214-30215	LTD QTY - Celox RAPID Bleeding Control	SAFEGUARD MEDICAL	1/EA		\$ 33.78	Add to Contract
08-20	STERILE GAUZE PAD DRESSING, 12-PLY, INDIVIDUALLY PACKED, 4" x 4" - Dukal Corp Item #276-1414-25bx	1212-12102	Curaplex Sterile, Gauze Pad, Woven, 4in x 4in, 12-ply, 100PK/BX 12BX/CS	CURAPLEX BY BOUND TREE	100/BX	\$ 4.69	\$ 4.69	
08-21	STERILE GAUZE PAD DRESSING, 12-PLY, INDIVIDUALLY PACKED, 5" x 9"	1212-12110	Curaplex Abdominal Combine Dressing, Sterile, 5in x 9in, 25/BX 168X/CS	CURAPLEX BY BOUND TREE	25/BX	\$ 2.15	\$ 3.92	
08-22	STERILE GAUZE ABDOMNIAL PAD DRESSING, INDIVIDUALLY PACKED, 8" x 10"	1212-12111	LTD QTY - Curaplex Abdominal Combine Dressing, Sterile, 8in x 10in, 20/BX 168X/CS	CURAPLEX BY BOUND TREE				DCED Removed
08-22-ALT	STERILE GAUZE ABDOMNIAL PAD DRESSING, INDIVIDUALLY PACKED, 8" x 10"	1212-12110	Curaplex Abdominal Combine Dressing, Sterile, 5in x 9in, 25/BX 168X/CS	CURAPLEX BY BOUND TREE	25/BX		\$ 3.92	Add to Contract
08-23	Vaseline GAUZE PAD, 3" x 9"	150066K1	Vaseline Petrolatum Gauze Strip, 3in x 9in Peelable Foil PK 200ea/cs	CARDINAL HEALTH	1/EA	\$ 0.70	\$ 0.70	
08-24	MULTI-TRAUMA DRESSING, 12" x 30" - Dukal Corp Item #150062	16353	Curaplex Multi-Trauma Dressing, 12 in x 30 in, Sterile, 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 0.88	\$ 0.99	
08-25	STERILE OVAL EYE PAD, 2-1/8" x 2-5/8" - Dukal Corp Item #080841	080841	EYE PADS OVAL STERILE 1 5/8 IN X 2 5/8 IN 50/BX 12BX/CS	DUKAL CORP.	50/BX	\$ 4.77	\$ 6.16	
08-26	Curasilk HYPO-ALLERGENIC TAPE, 1" (OR CITY APPROVED EQUAL)	1110-14007	Curaplex Cloth (Silk) White Adhesive Tape, 10 yds, 1 inch 12/bx, 12bx/cs	CURAPLEX BY BOUND TREE	12/BX	\$ 7.50	\$ 7.50	
08-27	Curasilk HYPO-ALLERGENIC TAPE, 3" (OR CITY APPROVED EQUAL)	1110-14009	Curaplex Cloth (Silk) White Adhesive Tape, 10 yds, 3 inch 4/bx, 12bx/cs	CURAPLEX BY BOUND TREE	4/BX	\$ 7.90	\$ 7.90	
08-28	Curity HYPO-ALLERGENIC TAPE, CLEAR, 1" (OR CITY APPROVED EQUAL)	1110-14003	*DCB-USE 151527 * Curaplex Transparent Surgical Tape, 10 yds, 1inch 12/bx, 12bx/cs	CURAPLEX BY BOUND TREE				DCED Removed
08-28-ALT	Curity HYPO-ALLERGENIC TAPE, CLEAR, 1" (OR CITY APPROVED EQUAL)	088534	Tape, Clear, Curity, 1 in x 10 yd, Hypo-allergenic 12/bx 10bx/cs	CARDINAL HEALTH	12/BX		\$ 9.28	Add to Contract
08-29	Curity HYPO-ALLERGENIC TAPE, CLEAR, 3" (OR CITY APPROVED EQUAL)	1110-14005	LTD QTY - Curaplex Transparent Surgical Tape, 10 yds, 3inch, 4/bx, 12bx/cs	CURAPLEX BY BOUND TREE				DCED Removed
08-29-ALT	Curity HYPO-ALLERGENIC TAPE, CLEAR, 3" (OR CITY APPROVED EQUAL)	1110-09734	Tape, Clear, Curity, 3 in x 10 yd, Hypo-allergenic 4/bx 10bx/cs	CARDINAL HEALTH	4/BX		\$ 10.36	Add to Contract
08-30	3M DERMICEL SILK TAPE, 1" x 10 yds	1110-14007	Curaplex Cloth (Silk) White Adhesive Tape, 10 yds, 1 inch 12/bx, 12bx/cs	CURAPLEX BY BOUND TREE	12/BX	\$ 7.70	\$ 7.50	
08-31	3M DERMICEL SILK TAPE, 2" x 10 yds	1110-14008	Curaplex Cloth (Silk) White Adhesive Tape, 10 yds, 2 inch 6/bx, 12bx/cs	CURAPLEX BY BOUND TREE	6/BX	\$ 7.70	\$ 7.70	
08-32	3M DERMICEL CLOTH TAPE, 1/2" x 10 yds	1110-14006	Curaplex Cloth (Silk) White Adhesive Tape, 10 yds, 1/2inch 24/bx, 12bx/cs	CURAPLEX BY BOUND TREE	24/BX	\$ 7.70	\$ 7.70	
08-33	3M TRANSPORE, TAPE, 1" x 10 yds	1110-14003	*DCB-USE 151527 * Curaplex Transparent Surgical Tape, 10 yds, 1inch 12/bx, 12bx/cs	CURAPLEX BY BOUND TREE				DCED Removed
08-33-ALT	3M TRANSPORE, TAPE, 1" x 10 yds	151527	Tape, Surgical, Transpore, 1 in x 10 yd, Adhesive, Clear, Porous, Latex Free, 12/bx, 10bx/cs	3M	12/BX		\$ 1,096.00	Add to Contract
08-34	HYDROGEN PEROXIDE, 16 oz BOTTLE	600629	*DC-USE 1421-40012 * HYDROGEN PEROXIDE 3% 16 OZ 12EA/BX	MEDLINE INDUSTRIES, INC.				DCED Removed
08-34-ALT	HYDROGEN PEROXIDE, 16 oz BOTTLE	1421-40012	Hydrogen Peroxide 3%, 16 oz, 12EA/CS	MED PLUS SERVICES USA	1/EA		\$ 0.92	Add to Contract
08-35	TRIPLE ANTIBIOTIC OINTMENT, 1 GRAM PACKET	711806	*DCV-USE 1350-53205* Triple Antibiotic Ointment, 0.9gm 25/bx 72bx/cs	SAFEGUARD MEDICAL				DCED Removed
08-35-ALT	TRIPLE ANTIBIOTIC OINTMENT, 1 GRAM PACKET	1350-53205	Triple Antibiotic Ointment w/Bacitracin, Neomycin, Polymyxin B, 0.9gm UD 25/bx 36bx/cs	SAFETEC	25/BX		\$ 3.99	Add to Contract
08-36	STERILE WATER IRRIGATION SOLUTION, 250ml - Baxter Healthcare-DMG Item #607112	607112	Sterile Water for Irrigation, 250ml Plastic Pour Bottle 24ea/cs	BAXTER HEALTHCARE-DMG	1/EA	\$ 2.75	\$ 2.88	
08-37	STERILE WATER IRRIGATION SOLUTION, 500 ml (BRAUN)	355001	STERILE WATER FOR IRRIGATION 500ML 16EA/CS BBRAUN	B. BRAUN MEDICAL, INC	1/EA	\$ 1.78	\$ 2.55	
08-38	STERILE, NON-WOVEN BURN SHEET, 60" x 96" - Curaplex Item #30061MS	30061MS	Curaplex Burn Sheet, 60 inch x 90 inch, Sterile 50ea/cs	CURAPLEX BY BOUND TREE	1/EA	\$ 1.89	\$ 2.46	

Renewal Item List for City of Richardson-Renewal
Medical Supplies and Pharmaceuticals
Bid No.: Bid 28-20

City of Richardson-Renewal Bid Line #	City of Richardson-Renewal Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Selling UoM	Current Price	New Price	Notes
08-39	3M COBAN SELF ADHERENT WRAP, 4" x 5 yds (OR CITY APPROVED EQUAL) - Dukal Corp Item #276-8025TEA	1121-36549	*DCB-USE 1121-36573 * Curaplex Cohesive Elastic Bandage, 4 in, Tan, Latex Free 18l/bx 6bx/cs	CURAPLEX BY BOUND TREE				DCED Removed
08-39-ALT	3M COBAN SELF ADHERENT WRAP, 4" x 5 yds (OR CITY APPROVED EQUAL) - Dukal Corp Item #276-8025TEA	1121-36573	Curaplex Cohesive Elastic Bandage, 4 in, Blue, Latex Free 18l/bx 6bx/cs	CURAPLEX BY BOUND TREE	18/BX		\$ 23.96	Add to Contract
08-40	SAM SPLINT, 36" ROLL (OR CITY APPROVED EQUAL) - Medsource International Item #533-MS-SPLINT	533-MS-SPLINT	Flex-All splint, orange, bendable foam and aluminum splint, 4 in. x 36 in. rolled	MEDSOURCE INTERNATIONAL	1/EA	\$ 4.55	\$ 5.60	
08-41	DISPOSABLE VACUUM SPLINT, WRIST/ANKLE (MD1 #562011) - NO SUBSTITUTIONS	562011	*DCV-NO SUB * VACUUM SPLINT WRIST/ANKLE ONLY W/ VELCRO 10/CS EMS ECONO-VAC 82-E2010	OTHER MANUFACTURER	1/EA	\$ 19.80	\$ 19.80	
08-42	DISPOSABLE VACUUM SPLINT, ARM (MDI #562015) - NO SUBSTITUTIONS	562015	LTD QTY - VACUUM SPLINT ARM ONLY W/ VELCRO EMS ECONO-VAC 10/CS 82-E2014	OTHER MANUFACTURER	1/EA	\$ 21.50	\$ 21.50	
08-43	DISPOSABLE VACUUM SPLINT, LEG (MDI #562025) - NO SUBSTITUTIONS	562025	LTD QTY - VACUUM SPLINT LEG ONLY W/VELCRO 5/CS EMS ECONO-VAC 82-E2024	OTHER MANUFACTURER	1/EA	\$ 33.50	\$ 42.05	
08-44	DISPOSABLE VACUUM SPLINT, SET (MDI #567701) - NO SUBSTITUTIONS	567701	*DCV-USE FS9000RCPL * VACUUM SET DELUXE EXTREMITY EMS ECONO-VAC 82-E7700	OTHER MANUFACTURER	1/ST	\$ 147.50	\$ 147.50	
08-45	PADDED BOARD SPLINT, 2" x 6"	56-1016EA	LTD QTY - IV armboard, 3 in x 15 in, corrugated core, foam padding covered in white vinyl 50ea/cs	MORRISON MEDICAL PRODUCTS	1/EA	\$ 1.48	\$ 1.71	
08-46	PADDED BOARD SPLINT, 3" x 9"	450004	LTD QTY - INTRAVENOUS (IV) ARMBOARD DISPOSABLE 3 IN X 9 IN 100/CS	MORRISON MEDICAL PRODUCTS	1/EA	\$ 0.89	\$ 1.10	
08-47	PADDED BOARD SPLINT, 3" x 18"	450002	LTD QTY - INTRAVENOUS (IV) ARMBOARD DISPOSABLE 3 IN X 18 IN 100/CS	MORRISON MEDICAL PRODUCTS	1/EA	\$ 0.87	\$ 2.15	
08-48	PADDED BOARD SPLINT, KIT	660015	Splint, Padded Board Set, w/o Case, incl 2 each of 15 in, 36 in and 54 in	DICK MEDICAL SUPPLY	1/ST	\$ 24.50	\$ 26.65	
08-49	QUIKLOT COMBAT HEMOSTATIC GAUZE, 3" x 4yd Strip, Z-FOLD	1214-35034	QuikClot Combat Gauze, LE Z-Fold, 3 inch x 4 yards, Black Packaging	TELEFLEX LLC	1/EA	\$ 35.19	\$ 35.19	
08-50	QuikClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/Kaoli	1214-47548	QuikClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/Kaolin	TELEFLEX LLC	1/EA	\$ 14.50	\$ 16.70	
08-52	SAM PELVIC SLING II - SMALL, MED, LG	665565	SAM Pelvic Sling II, Small, 27-47 in Hip 24ea/cs	SAM MEDICAL	1/EA	\$ 59.99	\$ 64.20	
08-53	Tourniquet, SAM Junctional, incl 2 Target Compression Devices, Hand Pump, Aux Strap, Extender, IFU	1880-93102	Tourniquet, SAM Junctional, incl 2 Compression Devices, Hand Pump, Aux Strap, Extender, IFU 6/cs	SAM MEDICAL	1/EA	\$ 287.15	\$ 287.15	
09-01	ACETAMINOPHEN, 500 MG TABLET, 2 TABLETS PER PACKET	17513	Extra Strength APAP, 500mg Acetaminophen Tablets 2/pk 250pk/bx 12bx/cs	MEDIQUE PRODUCTS	250/BX	\$ 21.50	\$ 26.09	
09-02	PSUEDUOVAL, 30 MG TABLET, 2 TABLETS PER PACKET	M233607	*DCV-USE 80948 * DECONGESTANT 2/PK 50PK/BX 15BX/CS CERTI-DECON Medi-First Sinus Decongestant Pseudoephedrine-Free Sinus Relief 1/pk 250pk/bx 12bx/cs	BUNZL/R3 CHICAGO				DCED Removed
09-02-ALT	PSUEDUOVAL, 30 MG TABLET, 2 TABLETS PER PACKET	80948	250pk/bx 12bx/cs	MEDIQUE PRODUCTS	250/BX		\$ 106.25	Add to Contract
09-03	IBUPROFEN, 30 MG TABLET, 2 TABLETS PER PACKET	10013	I-PRIN, 200mg Ibuprofen Tablets 2/pk 250pk/bx 12bx/cs	MEDIQUE PRODUCTS	250/BX	\$ 5.15	\$ 27.32	
09-04	BISMUTH, 262 MG TABLET, 2 TABLETS PER PACKET	22013	DIOTAME Tablets, Contains 262mg Bismuth Subsalcylate 2/pk 250pk/bx 12bx/cs	MEDIQUE PRODUCTS	250/BX	\$ 22.50	\$ 46.28	
09-05	ASPIRIN, 325 MG TABLET, 2 TABLETS PER PACKET	11613	Aspirin 325mg Tablets 2/pk, 250pk/bx 12bx/cs	MEDIQUE PRODUCTS	250/BX	\$ 38.15	\$ 11.76	
09-06	TYLENOL EXTRA STRENGTH CAPLETS, 500 MG CAPLET, 2 CAPLETS PER PACKET	17513	Extra Strength APAP, 500mg Acetaminophen Tablets 2/pk 250pk/bx 12bx/cs	MEDIQUE PRODUCTS	250/BX	\$ 9.15	\$ 26.09	
09-07	PHENLEPHRINE, 5 MG TABLET, 2 TABLETS PER PACKET	1310-25005	*DCV-NO SUB * SWIFT Sinus Decongestant, Phenylephrine, 5mg 2/pk 125pk/bx 12bx/cs	HONEYWELL SAFETY PRODUCTS USA INC				DCED Removed
10-01	8.4% SODIUM BICARBONATE, INJECTION 50mEq. BOX SHALL CONTAIN 10	376637	SODIUM BICARBONATE 8.4% LIFESHIELD SYRINGE 1035A 10EA/BX	PFIZER INC.	10/BX	\$ 104.70	\$ 163.06	
10-02	0.9% SODIUM CHLORIDE, IV BAG, 1000 ml. CASE SHALL CONTAIN 14	601324X	IV Solution, Sodium Chloride 0.9% 1000ml Bag 14ea/cs	BAXTER HEALTHCARE-DMG	1/EA	\$ 3.95	\$ 4.56	
10-03	0.9% SODIUM CHLORIDE, IV BAG, 500 ml. CASE SHALL CONTAIN 24	601323	IV Solution, Sodium Chloride 0.9% 500ml Bag 24ea/cs Baxter 2B1323Q	BAXTER HEALTHCARE-DMG	1/EA	\$ 3.35	\$ 3.86	
10-04	0.9% SODIUM CHLORIDE, IV BAG, 250 ml. CASE SHALL CONTAIN 36	601322	IV Solution, Sodium Chloride 0.9% 250ml Bag 36ea/cs Baxter 2B1322Q	BAXTER HEALTHCARE-DMG	1/EA	\$ 3.16	\$ 3.65	
10-05	0.9% SODIUM CHLORIDE FLUSH SYRINGE, 10 ml in 12ml LUER LOCK SYRINGE. BOX SHALL CONTAIN 100	600-10	LTD QTY - SEE 1920-01010* IV Flush Syringe, Normal Saline, 10 ml Prefilled 12 cc Syr 100ea/bx 4bx/cs	AQUABILI	1/EA	\$ 0.30	\$ 0.50	
10-06	CHEWABLE ASPIRIN, 81 mg, 36 COUNT	911316	Aspirin 81mg Chewable, Orange Flavor 36/Bottle	GERI-CARE	36/BT	\$ 0.70	\$ 0.70	
10-07	PRE-FILLED ADENOSINE INJECTION, 12mg /4ml. BOX SHALL CONTAIN 10	0301-68	Adenosine 12mg, 4ml Luer Lock Syringe 10/BX	SAGENT PHARMACEUTICALS, INC.	10/BX	\$ 258.50	\$ 258.50	
10-08	ALBUTEROL SULFATE, 2.5 mg/3ml. BOX SHALL CONTAIN 25	9501-25	ALBUTEROL 0.083% 2.5MG, 3ML 25VIALS/BX	NEPHRON PHARMACEUTICALS CORP	25/BX	\$ 2.98	\$ 2.98	
10-09	AMIODARONE HYDROCHLORIDE INJECTION, 150mg/3ml VIAL. PACKAGE SHALL CONTAIN 25	0180-03	*DCV-USE 9875-20 * Amiodarone 150mg, 3ml vial 10EA/BX	CARDINAL HEALTH-PHARMA				DCED Removed
10-09-ALT	AMIODARONE HYDROCHLORIDE INJECTION, 150mg/3ml VIAL. PACKAGE SHALL CONTAIN 25	9875-20	Amiodarone HCl 50 MG / ML Intravenous Injection Single Dose Vial 3ML 25/BX	Hikma Pharmaceuticals USA Inc	25/BX		\$ 61.98	Add to Contract
10-10	ATROPINE SULFATE INJECTION, 1mg/10ml LUER LOCK PRE-FILLED SYRINGE. PACKAGE SHALL CONTAIN 10	374911	ATROPINE 1MG 10ML LIFESHIELD SYRINGE 1006A 10EA/BX	PFIZER INC.	10/BX	\$ 117.50	\$ 154.47	
10-11	CALCIUM CHLORIDE, 1 GRAM PRE-FILLED SYRINGE. PACKAGE SHALL CONTAIN 10	371631	CALCIUM CHLORIDE 1GM 10ML LIFESHIELD SYRINGE 10EA/BX	PFIZER INC.	10/BX	\$ 108.50	\$ 142.84	
10-12	25% DEXTROSE, 2.5 grams/10ml LUER LOCK PRE-FILLED SYRINGE. PACKAGE SHALL CONTAIN 10	371775	Dextrose 25% 250MG/ML Ansyr Syringe Infant 10EA/Bx	PFIZER INC.	10/BX	\$ 97.80	\$ 142.40	

Renewal Item List for City of Richardson-Renewal
Medical Supplies and Pharmaceuticals
Bid No.: Bid 28-20

City of Richardson-Renewal Bid Line #	City of Richardson-Renewal Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Selling UoM	Current Price	New Price	Notes
10-13	50% DEXTROSE, 25 grams/50 ml LUER LOCK PRE-FILLED SYRINGE. PACKAGE SHALL CONTAIN 10	0074490201	DEXTROSE 50% 25GM, 50ML LIFESHIELD SYRINGE 1013A 10EA/BX	PFIZER INC.	10/BX	\$ 105.50	\$ 140.76	
10-14	DIPHENHYDRAMIN, 50mg/ml vial. PACKAGE SHALL CONTAIN 25	0376-25	*DCV-USE 101-25 * DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL 25 VIALS/PK	Hikma Pharmaceuticals USA Inc				DCED Removed
10-14-ALT	DIPHENHYDRAMIN, 50mg/ml vial. PACKAGE SHALL CONTAIN 25	101-25	Diphenhydramine 50mg, 1ml vial 25/BX	ARMAS PHARMACEUTICALS, INC.	25/BX		\$ 29.90	Add to Contract
10-15	EPINEPHRINE, 1:1,000, 1mg/1ml AMPULE. PACKAGE SHALL CONTAIN 10	103-10	Epinephrine 1mg, 1ml ampule 1ea 10ea/pk	BPI LABS, LLC	10/PK	\$ 129.48	\$ 129.48	
10-16	EPINEPHRINE, 1:1,000, 1mg/1ml, 1 ml VIAL. PACKAGE SHALL CONTAIN 25	0159-25EA	Adrenalin (Epinephrine) 1mg, 1ml (1:1000) Vial 25ea/pk	CARDINAL HEALTH-PHARMA	25/PK	\$ 459.50	\$ 459.50	
10-17	EPINEPHRINE, 1:10,000 (.01mg/ml), 10 ml LUER LOCK PRE-FILLED SYRINGE. PACKAGE SHALL CONTAIN 10	374921	*MFG B/O* EPINEPHRINE 1:10000 1MG 10ML LIFESHIELD SYRINGE 1019A 10EA/BX	PFIZER INC.	10/BX	\$ 53.90	\$ 76.89	
10-18	INSTA-GLUCOSE, 31 gm. PACKAGE SHALL CONTAIN 3	464631	INSTA-GLUCOSE 31GM 2064	EMERSON HEALTHCARE LLC	1/EA	\$ 3.30	\$ 3.30	
10-19	Transcend Glucose Gel, Strawberry Flavor, 15g (OR CITY APPROVED EQUAL). PACKAGE SHALL CONTAIN 3	662248	Glucose Gel, 15 gm, Strawberry Flavor 3/pk 12pk/cs *Will affect patients with Strawberry Allergy*	LIFE NUTRITION LLC	3/PK	\$ 3.45	\$ 3.79	
10-20	IPRATROPIUM BROMIDE, .02%, 2.5ml UNIT DOSE VIAL. BOX SHALL CONTAIN 30	379801	IPRATROPIUM BROMIDE 0.02%, 0.5MG/2.5ML INDIVIDUALLY WRAPPED 30/BX	NEPHRON PHARMACEUTICALS CORP	30/BX	\$ 5.30	\$ 5.30	
10-21	LIDOCAINE INJECTION, 2%, 100mg (20mg/ml), 5ml PRE-FILLED LUERJET SYRINGE. PACKAGE SHALL CONTAIN 10	374904	LIDOCAINE 2% 100MG 5ML LIFESHIELD SYRINGE 1026A 10EA/BX	PFIZER INC.	10/BX	\$ 31.90	\$ 51.10	
10-22	LIDOCAINE HCl, 2%, 5mL, 20mg/ml TUBE. PACKAGE SHALL CONTAIN 10	301200	LIDOCAINE JELLY 2% 5ML URO-JET SYRINGE 25/BX	IMS LIMITED	25/BX	\$ 149.00	\$ 149.00	
10-23	Ansyr MAGNESIUM SULFATE SYRINGE, 50%, 5 gm/10ml. PACKAGE SHALL CONTAIN 10	0074491401	MAGNESIUM SULFATE 50% 5GM 10ML ANSYR 1027C 10EA/BX	PFIZER INC.	10/BX	\$ 214.90	\$ 282.29	
10-24	METHYLPREDNISOLONE SODIUM SUCCINATE, 125mg VIAL. BOX SHALL CONTAIN 100	0409-0047-22	Solu-Medrol, 125mg, 2ml ACT-O-VIAL 25EA/BX	PFIZER INC.	25/BX	\$ 295.00	\$ 295.00	
10-25	ENERGIX-B, 20mcg/1ml SDV. BOX SHALL CONTAIN 10	0821-11	ENERGIX B 20MCG 1ML VIAL **REFRIGERATED** 10/BX	GLAXOSMITHKLINE PHARMACEUTICALS	10/BX	\$ 695.00	\$ 759.00	
10-26	NALOXONE HYDRACHLORIDE INJECTION, 2mg/ml IN 2ml LUER LOCK PRE-FILLED SYRINGE. PACKAGE SHALL CONTAIN 10	373369	NALOXONE 2MG 2ML LUER JET 1029B 10EA/CS	IMS LIMITED	10/CS	\$ 335.00	\$ 275.00	
10-27	DILTIAZEM, STERILE POWDER ADVANTAGE VIAL, 100mg. PACKAGE SHALL CONTAIN 10	0409-4350-03	Diltiazem 100mg ADD-vantage Vial, Non-Refrig 10/bx (diluent req'd -sold sep)	PFIZER INC.	10/BX	\$ 145.00	\$ 160.90	
10-28	NITROGLYCERIN SPRAY, 4mg, 90 DOSE	0430-04	*DCB-USE 0120-49 * NitroMist 400 mcg Spray, 4.1 gm Bottle, 90 metered doses	McKESSON C/O EVUS PHARMACEUTICALS				DCED Removed
10-28-ALT	NITROGLYCERIN SPRAY, 4mg, 90 DOSE	0120-49	Nitroglycerin Lingual (4.9gm) Pump Spray (60 metered doses)	ALLEGIS PHARMACEUTICALS	1/EA		\$ 136.85	Add to Contract
10-29	NITROGLYCERIN TABLET, 4mg, 25 TABLETS PER BOTTLE	0436-01	Nitroglycerin 0.4mg tabs 100 per bottle	CARDINAL HEALTH-PHARMA	100/BT	\$ 34.30	\$ 34.30	
10-30	ONDANSETRON INJECTION, 2mg/2ml, 4mg in 2ml VIAL. PACKAGE SHALL CONTAIN 25	4755-02	LTD QTY -USE 6130-05 - ONDANSETRON 4MG 2ML VIAL 25EA/BX	PFIZER INC.				DCED Removed
10-30-ALT	ONDANSETRON INJECTION, 2mg/2ml, 4mg in 2ml VIAL. PACKAGE SHALL CONTAIN 25	6130-05	Ondansetron 4mg, 2ml vial 25EA/BX	CARDINAL HEALTH-PHARMA	25/BX		\$ 19.60	Add to Contract
10-31	ONDANSETRON, 4mg ORALLY DISETEGRATING TABLETS. blister pack of 30 tablets per box	0390-10	Ondansetron 4mg Orally Disintegrating Tablet 3x10UD	OTHER MANUFACTURER	30/BX	\$ 4.55	\$ 4.55	
10-32	CYANOKIT, 5gm HYDROXOCOBALAMIN KIT (CONTAINS ONE IV AMIN SET AND ONE TRANSFER SPIKE)	0370-01	*DCB-USE 0310-11 * Cyanokit 5 gm Hydroxocobalamin Kit, 1 IV Admin set and 1 Transfer Spike, 16ea/cs	MERIDIAN MEDICAL TECHNOLOGIES				DCED Removed
10-32-ALT	CYANOKIT, 5gm HYDROXOCOBALAMIN KIT (CONTAINS ONE IV AMIN SET AND ONE TRANSFER SPIKE)	0310-11	Cyanokit kit 5gm 1per kit	BTG INTERNATIONAL, INC.	1/EA		\$ 1,125.55	Add to Contract
10-33	ROCURIUM BROMIDE 10 mg/ml 10ML VIAL.ROCURIUM BROMIDE 10 mg/ml 10ML VIAL. BOX SHALL CONTAIN 10	9558-10	Rocuronium 10mg/ml, 10ml vial *REFRIGERATE* 10EA/BX	PFIZER INC.	10/BX	\$ 66.50	\$ 82.21	
10-34	VECURIUM BROMIDE 10mg/10ml VIAL (POWDER). BOX SHALL CONTAIN 10	0931-44	VECURIUM 10MG 10ML VIAL (POWDER) 10EA/BX	CARDINAL HEALTH-PHARMA	10/BX	\$ 88.47	\$ 88.47	
10-35	TRANEXAMIC ACID, 100mg/ml, 10ml VIAL. BOX SHALL CONTAIN 10	0188-10	*DCV-USE 6169-01 * Tranexamic Acid 100mg/ml, 10ml vial 10EA/BX	CARDINAL HEALTH-PHARMA				DCED Removed
10-35-ALT	TRANEXAMIC ACID, 100mg/ml, 10ml VIAL. BOX SHALL CONTAIN 10	6169-01	Tranexamic Acid 100mg/ml, 10ml vial 10EA/BX	CARDINAL HEALTH-PHARMA	10/BX		\$ 66.35	Add to Contract
10-36	ADENOSINE, 6mg, 2ml SDV. BOX SHALL CONTAIN 25	0542-02	Adenosine 6mg, 2ml Vial 10ea/bx	CARDINAL HEALTH-PHARMA	10/BX	\$ 21.50	\$ 21.50	
10-37	10% Dextrose Injection 250ml IV Bag 24 per case	7930-02	*DCV-USE 7520-20 * Dextrose 10% Injectable 250ml 24ea/cs	ICU MEDICAL				DCED Removed
11-01	FENTANYL CITRATE, .05mg/ml, 2ml VIAL. Box shall contain 25	379094	C2 FENTANYL 0.05MG/ML 2ML SDV 25/BX	PFIZER INC.	25/BX	\$ 31.66	\$ 37.81	
11-02	MIDAZOLAM INJECTION, 1mg/ml, 5mL VIAL. Box shall contain 10	2308-01	C4 Midazolam 5mg, 1ml Vial 10/bx	PFIZER INC.	10/BX	\$ 12.15	\$ 12.15	
11-03	MORPHINE SULFATE INJECTION, 10mg/ml VIAL. Box shall contain 25	3815-12	C2 MORPHINE 1MG/ML 10ML VIAL 5/BX	PFIZER INC.	5/BX	\$ 39.50	\$ 44.22	
11-04	KETAMINE HYDROCHLORIDE, 500mg/5ml VIAL. Box shall contain 10	2051-05	C3 KETAMINE 100MG/ML, 5ML VIAL, 10/BX	PFIZER INC.	10/BX	\$ 87.50	\$ 99.80	
11-05	KETAMINE HYDROCHLORIDE, 500mg/10ml VIAL. Box shall contain 10	0205310	*DCB-USE 9508-10 * C3 KETAMINE 50MG/ML 10ML VIAL 10/BX	PFIZER INC.				DCED Removed
11-05-ALT	KETAMINE HYDROCHLORIDE, 500mg/10ml VIAL. Box shall contain 10	9508-10	C3 Ketamine 50mg/ml, 10ml Vial 10/ box	Hikma Pharmaceuticals USA Inc	10/BX		\$ 78.83	Add to Contract
	Items to Add to Contract							
	i-gel O2 Resus Pack, SM Adult, incl size 3 i-gel O2, Lube, Strap, for Pts 30-60 kg 6ea/cs	2114-87301	i-gel O2 Resus Pack, SM Adult, incl size 3 i-gel O2, Lube, Strap, for Pts 30-60 kg 6ea/cs	INTERSURGICAL, INC.	6/EA		\$ 27.14	Add to Contract
	i-gel O2 Resus Pack, Med Adult, incl size 4 i-gel O2, Lube, Strap, for Pts 30-60 kg 6ea/cs	2114-87302	i-gel O2 Resus Pack, Med Adult, incl size 4 i-gel O2, Lube, Strap, for Pts 30-60 kg 6ea/cs	INTERSURGICAL, INC.	6/EA		\$ 27.14	Add to Contract

Renewal Item List for City of Richardson-Renewal
Medical Supplies and Pharmaceuticals
Bid No.: Bid 28-20

City of Richardson-Renewal Bid Line #	City of Richardson-Renewal Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Selling UoM	Current Price	New Price	Notes
	i-gel O2 Resus Pack, LG Adult, incl size 5 i-gel O2, Lube, Strap, for Pts 90 plus kg 6ea/cs	2113-87303	i-gel O2 Resus Pack, LG Adult, incl size 5 i-gel O2, Lube, Strap, for Pts 90 plus kg 6ea/cs	INTERSURGICAL, INC.	6/EA		\$ 27.14	Add to Contract
	Sensor, Masimo SET Rainbow R25-L, Adult/Neo, Disp Adh, RC Cable Comptble, LP 15 10/bx	2712-34196	Sensor, Masimo SET Rainbow R25-L, Adult/Neo, Disp Adh, RC Cable Comptble, LP 15 10/bx	STRYKER	BX		\$ 629.77	Add to Contract
	Wall Holder for the SureTemp Plus 690/692 Thermometer	172132	Wall Holder for the SureTemp Plus 690/692 Thermometer	WELCH ALLYN, INC.	EA		\$ 48.50	Add to Contract
	Trauma Shear Neon Orange 7 1/4 In	4000053	Trauma Shear Neon Orange 7 1/4 In	AMERICAN DIAGNOSTIC CORP.	EA		\$ 2.80	Add to Contract
	Slishman Traction Splint (STS), 21 oz, Telescoping Aluminum Poles 25ea/cs	3020-26210	Slishman Traction Splint (STS), 21 oz, Telescoping Aluminum Poles 25ea/cs	TRI-TECH FORENSICS INC.	EA		\$ 161.99	Add to Contract
	Curaplex Intubation bag, royal blue, w/intubation silk screened reflective tape, 14 W x 10 H x 3 D	759-17030rb	Curaplex Intubation bag, royal blue, w/intubation silk screened reflective tape, 14 W x 10 H x 3 D	SAFETY INTERNATIONAL	EA		\$ 65.00	Add to Contract
	G3 First Aid Remedy Kit, Black, 5 in x 8 in x 6 in	2524-03622	G3 First Aid Remedy Kit, Black, 5 in x 8 in x 6 in	STATPACKS, INC.	EA		\$ 51.11	Add to Contract
	G3 First Aid Remedy Kit, Red, 5 in x 8 in x 6 in	2524-03618	G3 First Aid Remedy Kit, Red, 5 in x 8 in x 6 in	STATPACKS, INC.	EA		\$ 50.39	Add to Contract
	G3 Breather, Green, BBP Resistant, 20 in H x 19 in W x 7 in D	2522-00807	G3 Breather, Green, BBP Resistant, 20 in H x 19 in W x 7 in D	STATPACKS, INC.	EA		\$ 240.47	Add to Contract
	G3 Perfusion, Red, BBP Resistant, 22 in H x 17 in W x 8 in D	2521-00518	G3 Perfusion, Red, BBP Resistant, 22 in H x 17 in W x 8 in D	STATPACKS, INC.	EA		\$ 241.19	Add to Contract
	MCGRATH 3.6V BATTERY	2146-34000	MCGRATH 3.6V BATTERY	MEDTRONIC (COVIDIEN)	EA		\$ 40.01	Add to Contract
	BLADE LARYNGOSCOPE SIZE 1 MAC MCGRATH STERILE DISPOSABLE 1/EA 50EA/BX	2146-72000	BLADE LARYNGOSCOPE SIZE 1 MAC MCGRATH STERILE DISPOSABLE 1/EA 50EA/BX	MEDTRONIC (COVIDIEN)	EA		\$ 10.90	Add to Contract
	BLADE LARYNGOSCOPE SIZE 2 MAC MCGRATH STERILE DISPOSABLE 1/EA 50EA/BX	2146-17000	BLADE LARYNGOSCOPE SIZE 2 MAC MCGRATH STERILE DISPOSABLE 1/EA 50EA/BX	MEDTRONIC (COVIDIEN)	EA		\$ 10.90	Add to Contract
	BLADE LARYNGOSCOPE SIZE 3 MAC MCGRATH STERILE DISPOSABLE 1/EA 50EA/BX	199080	BLADE LARYNGOSCOPE SIZE 3 MAC MCGRATH STERILE DISPOSABLE 1/EA 50EA/BX	MEDTRONIC (COVIDIEN)	EA		\$ 10.90	Add to Contract
	BLADE LARYNGOSCOPE SIZE 4 MAC MCGRATH STERILE DISPOSABLE 1/EA 50EA/BX	199081	BLADE LARYNGOSCOPE SIZE 4 MAC MCGRATH STERILE DISPOSABLE 1/EA 50EA/BX	MEDTRONIC (COVIDIEN)	EA		\$ 10.90	Add to Contract
	GASKET REGULATOR O-RING 50EA/CS	10868	GASKET REGULATOR O-RING 50EA/CS	MERET	EA		\$ 0.86	Add to Contract
	Curaplex CuraSlide BC Safety IV Catheter w/ Blood Control, 24ga x 5/8in L, Yellow 50EA/BX 4BX/CS	1613-86224	Curaplex CuraSlide BC Safety IV Catheter w/ Blood Control, 24ga x 5/8in L, Yellow 50EA/BX 4BX/CS	MEDSOURCE INTERNATIONAL - IMPORT	EA		\$ 1.70	Add to Contract
	Curaplex CuraSlide BC Safety IV Catheter w/ Blood Control, 22ga x 1in L, Blue 50EA/BX 4BX/CS	1613-86222	Curaplex CuraSlide BC Safety IV Catheter w/ Blood Control, 22ga x 1in L, Blue 50EA/BX 4BX/CS	MEDSOURCE INTERNATIONAL - IMPORT	EA		\$ 1.70	Add to Contract
	Curaplex CuraSlide BC Safety IV Catheter w/ Blood Control, 20ga x 1-1/4in L, Pink 50EA/BX 4BX/CS	1613-86220	Curaplex CuraSlide BC Safety IV Catheter w/ Blood Control, 20ga x 1-1/4in L, Pink 50EA/BX 4BX/CS	MEDSOURCE INTERNATIONAL - IMPORT	EA		\$ 1.70	Add to Contract
	Curaplex CuraSlide BC Safety IV Catheter w/ Blood Control, 18ga x 1-1/4in, Green 50EA/BX 4BX/CS	1613-86218	Curaplex CuraSlide BC Safety IV Catheter w/ Blood Control, 18ga x 1-1/4in, Green 50EA/BX 4BX/CS	MEDSOURCE INTERNATIONAL - IMPORT	EA		\$ 1.70	Add to Contract
	Curaplex CuraSlide BC Safety IV Catheter w/ Blood Control, 16ga x 1-1/4in, Gray 50EA/BX 4BX/CS	1613-86216	Curaplex CuraSlide BC Safety IV Catheter w/ Blood Control, 16ga x 1-1/4in, Gray 50EA/BX 4BX/CS	MEDSOURCE INTERNATIONAL - IMPORT	EA		\$ 1.70	Add to Contract
	Curaplex CuraSlide BC Safety IV Catheter w/ Blood Control, 14ga x 1-1/4in, Orange 50EA/BX 4BX/CS	1613-86214	Curaplex CuraSlide BC Safety IV Catheter w/ Blood Control, 14ga x 1-1/4in, Orange 50EA/BX 4BX/CS	MEDSOURCE INTERNATIONAL - IMPORT	EA		\$ 1.70	Add to Contract
	CR2 Battery	2750-00165	CR2 Battery	STRYKER	EA		\$ 235.00	Add to Contract
	SEE NOTES *NON-RETURNABLE* Stryker CR2 AED Pads 1/PR	2742-00021	*SEE NOTES* *NON-RETURNABLE* Stryker CR2 AED Pads 1/PR	STRYKER	PR		\$ 145.51	Add to Contract
	AIR TRANSPORT VACUUM SPINE BOARD (VSB) 6FT KIT W/ HAND/FOOT VACUUM PUMP AND CARRYING CASE	MT90001	AIR TRANSPORT VACUUM SPINE BOARD (VSB) 6FT KIT W/ HAND/FOOT VACUUM PUMP AND CARRYING CASE	MED TECH SWEDEN, INC.	EA		\$ 1,050.00	Add to Contract
	Deluxe Extremity Vacuum Splint Set Red/Orange	DL80100	Deluxe Extremity Vacuum Splint Set Red/Orange	MED TECH SWEDEN, INC.	EA		\$ 705.50	Add to Contract
	VACUUM SPLINT SET, DISPOSABLE	PU80000	VACUUM SPLINT SET, DISPOSABLE	MED TECH SWEDEN, INC.	EA		\$ 387.35	Add to Contract
	McGRATH MAC handle 2.5 LCD Color Display	2146-00000	McGRATH MAC handle 2.5 LCD Color Display	MEDTRONIC (COVIDIEN)	EA		\$ 1,700.00	Add to Contract
	Curaplex Select Adult BVM, Manometer PEEP Bacterial Filter 10EA/CS	2442-BVMPAD	Curaplex Select Adult BVM, Manometer PEEP Bacterial Filter 10EA/CS	SUNMED	EA		\$ 17.50	Add to Contract
	Curaplex Select Infant BVM, Manometer, Bacterial Filter, 10EA/CS	2442-BVMPIIN	Curaplex Select Infant BVM, Manometer, Bacterial Filter, 10EA/CS	SUNMED	EA		\$ 17.50	Add to Contract
	Curaplex Select Sm Ad/Ped BVM Manometer PEEP Bacterial Filter 10EA/CS	2442-BVMPSPA	Curaplex Select Sm Ad/Ped BVM Manometer PEEP Bacterial Filter 10EA/CS	SUNMED	EA		\$ 17.50	Add to Contract
	O2 MAX BiTrac ED Mask, w/ Neb, Adult LG, w/3-SET Valve 10ea/cs	313-7555XNEA	O2 MAX BiTrac ED Mask, w/ Neb, Adult LG, w/3-SET Valve 10ea/cs	PULMODYNE	EA		\$ 53.01	Add to Contract
	Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult, Foam 50/pk 20pk/bx 2bx/cs	230500	Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult, Foam 50/pk 20pk/bx 2bx/cs	AMBU INC.	PK		\$ 12.76	Add to Contract
	Curaplex Capnoline Multi Pack (includes 10 #177268) Kit 10/PK 20PK/CS	8600-01297	Curaplex Capnoline Multi Pack (includes 10 #177268) Kit 10/PK 20PK/CS	PARENT PRODUCTION	PK		\$ 88.80	Add to Contract
	MASK CPR MASK W/ONE WAY VALVE 02 INLET	N7491	MASK CPR MASK W/ONE WAY VALVE 02 INLET	KEMP	EA		\$ 8.00	Add to Contract
	EMERGENCY CRICOTHYROTOMY KIT INCL SCALPEL, 6FR ET TUBE, 10CC SYRINGE, HEMOSTAT 1/EA 25EA/CS	2160-69265	EMERGENCY CRICOTHYROTOMY KIT INCL SCALPEL, 6FR ET TUBE, 10CC SYRINGE, HEMOSTAT 1/EA 25EA/CS	SAFEGUARD MEDICAL	EA		\$ 94.38	Add to Contract
	Needle Cricothyrotomy Kit, The Quick Fix Jr, Pediatric	2160-56301	Needle Cricothyrotomy Kit, The Quick Fix Jr, Pediatric	THE QUICK FIX, INC.	EA		\$ 17.57	Add to Contract
	Curaplex Patient Transporter, 1800 lb Capacity, 14 Handles 10ea/cs	3246-12345	Curaplex Patient Transporter, 1800 lb Capacity, 14 Handles 10ea/cs	Anatomy Supply Partners	EA		\$ 15.66	Add to Contract
	MegaMover Transport Chair, 35 in x 35 in, Nonwoven/Poly, White/Yellow, 8 Handles 10ea/cs	3246-56307	MegaMover Transport Chair, 35 in x 35 in, Nonwoven/Poly, White/Yellow, 8 Handles 10ea/cs	LITTLE RAPIDS CORPORATION/GRAHAM MEDICAL	EA		\$ 10.15	Add to Contract
	Suction Catheter, SSCOR DuCanto Catheter 1/EA 50EA/CS	2211-00002	Suction Catheter, SSCOR DuCanto Catheter 1/EA 50EA/CS	SSCOR, INC.	EA		\$ 2.80	Add to Contract

Renewal Item List for City of Richardson-Renewal
Medical Supplies and Pharmaceuticals
Bid No.: Bid 28-20

City of Richardson-Renewal Bid Line #	City of Richardson-Renewal Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Selling UoM	Current Price	New Price	Notes
	SUCTION UNIT S-SCORT III W/ VINYL CASE RED, W/AC CHARGER AND DC CABLE INCLUDED	596400	SUCTION UNIT S-SCORT III W/ VINYL CASE RED, W/AC CHARGER AND DC CABLE INCLUDED	SSCOR, INC.	EA		\$ 708.11	Add to Contract
	SHARPS CONTAINER IN ROOM RED 5 QUART 12.5 IN X 5.5 IN X10.75 IN 20/CS	2985075A	SHARPS CONTAINER IN ROOM RED 5 QUART 12.5 IN X 5.5 IN X10.75 IN 20/CS	MED PLUS SERVICES USA	EA		\$ 6.20	Add to Contract
	Curaplex Multi-Purpose Collection Bag with Hook 12/PK 40PK/CS	1071-17367	Curaplex Multi-Purpose Collection Bag with Hook 12/PK 40PK/CS	MEDSOURCE INTERNATIONAL - IMPORT	PK		\$ 12.70	Add to Contract
	RESTRAINT STRAPS LIMB HOLDER DISPOSABLE W/ DOUBLE D RING ADULT 1 IN X 60 IN 48PR/CS	501110	RESTRAINT STRAPS LIMB HOLDER DISPOSABLE W/ DOUBLE D RING ADULT 1 IN X 60 IN 48PR/CS	DICK MEDICAL SUPPLY	PR		\$ 4.50	Add to Contract
	Diltiazem, 25mg, 5ml Vial *Refrigerate* 10ea/Box	6013-10	Diltiazem, 25mg, 5ml Vial *Refrigerate* 10ea/Box	HIKMA PHARMACEUTICALS USA INC	BX		\$ 44.25	Add to Contract
	ADENOSINE 12MG 4ML SDV 10/BX 2001A	0651-04	ADENOSINE 12MG 4ML SDV 10/BX 2001A	FRESENIUS	BX		\$ 133.13	Add to Contract
	C4 MIDAOLAM 10MG, 2ML VIAL (5MG/ML) 10/BOX CS13 (VERSED)	371113	C4 MIDAOLAM 10MG, 2ML VIAL (5MG/ML) 10/BOX CS13 (VERSED)	PFIZER INC.	BX		\$ 22.70	Add to Contract
	Air-Q sp3G Size 0 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS	2114-60005	Air-Q sp3G Size 0 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS	SUNMED	EA		\$ 19.75	Add to Contract
	Air-Q sp3G Size 0.5 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS	2114-60055	Air-Q sp3G Size 0.5 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS	SUNMED	EA		\$ 19.75	Add to Contract
	Air-Q sp3G Size 1.0 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS	2114-60105	Air-Q sp3G Size 1.0 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS	SUNMED	EA		\$ 18.75	Add to Contract
	Air-Q sp3G Size 1.5 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS	2114-60155	Air-Q sp3G Size 1.5 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS	SUNMED	EA		\$ 18.75	Add to Contract
	Air-Q sp3G Size 2.0 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS	2114-60205	Air-Q sp3G Size 2.0 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS	SUNMED	EA		\$ 18.75	Add to Contract
	Air-Q sp3G Size 3.0 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS	2114-60305	Air-Q sp3G Size 3.0 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS	SUNMED	EA		\$ 18.75	Add to Contract
	Air-Q sp3G Size 4.0 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS	2114-60405	Air-Q sp3G Size 4.0 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS	SUNMED	EA		\$ 18.75	Add to Contract
	Air-Q sp3G Size 5.0 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS	2114-60505	Air-Q sp3G Size 5.0 Intubating Laryngeal Airway, Self-Pressurizing with Gastric Access 10EA/CS	SUNMED	EA		\$ 18.75	Add to Contract



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: John Cullison, Police Chief
Date: December 12, 2023
Re: Axon Equipment for Interview Room

Action Requested:

Consider and act to authorize the purchase of cameras and software from Axon Enterprise for the Police Department in an annual amount not to exceed \$16,248.96, for a 60-month term not to exceed \$81,244.80. (Berry)

Background Information:

The agreement will provide video equipment in the interview rooms of the new Law Enforcement Center. The equipment is required by statute.

Legal Review:

N/A

Supporting Documents:

1. Quote- Interview Room

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.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-414181-45238.039AS

Issued: 11/07/2023

Quote Expiration: 12/31/2023

Estimated Contract Start Date: 04/15/2024

Account Number: 327532

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Celina Police Dept.-110 N Colorado St 110 N Colorado St Celina, TX 75009-6219 USA	Celina Police Dept. - TX 110 N Colorado St Celina TX 75009-6219 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@axon.com Fax: (480) 463-2201	Alden Gleason Phone: 972-725-4247 Email: agleason@celina-tx.gov Fax: (972) 382-3879

Quote Summary

Program Length	60 Months
TOTAL COST	\$81,244.80
ESTIMATED TOTAL W/ TAX	\$81,244.80

Discount Summary

Average Savings Per Year	\$2,946.78
TOTAL SAVINGS	\$14,733.90

Payment Summary

Date	Subtotal	Tax	Total
Mar 2024	\$16,248.96	\$0.00	\$16,248.96
Mar 2025	\$16,248.96	\$0.00	\$16,248.96
Mar 2026	\$16,248.96	\$0.00	\$16,248.96
Mar 2027	\$16,248.96	\$0.00	\$16,248.96
Mar 2028	\$16,248.96	\$0.00	\$16,248.96
Total	\$81,244.80	\$0.00	\$81,244.80

Quote Unbundled Price:	\$95,978.70
Quote List Price:	\$82,687.50
Quote Subtotal:	\$81,244.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
IR2CB	Interview Room 2 Camera Essential	3	60	\$525.20	\$451.36	\$451.36	\$81,244.80	\$0.00	\$81,244.80
A la Carte Hardware									
74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	2			\$244.01	\$0.00	\$0.00	\$0.00	\$0.00
74118	INTERVIEW - ENCLOSURE – THERMOSTAT	4			\$238.67	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$81,244.80	\$0.00	\$81,244.80

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Interview Room 2 Camera Essential	50114	INTERVIEW - CAMERA - COVERT SENSOR	4	03/15/2024
Interview Room 2 Camera Essential	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	03/15/2024
Interview Room 2 Camera Essential	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	4	03/15/2024
Interview Room 2 Camera Essential	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	4	03/15/2024
Interview Room 2 Camera Essential	50298	INTERVIEW - CAMERA - OVERT DOME	2	03/15/2024
Interview Room 2 Camera Essential	50322	INTERVIEW - TOUCH PANEL PRO	3	03/15/2024
Interview Room 2 Camera Essential	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	3	03/15/2024
A la Carte	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	2	03/15/2024
A la Carte	74118	INTERVIEW - ENCLOSURE - THERMOSTAT	4	03/15/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Essential	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	3	04/15/2024	04/14/2029
Interview Room 2 Camera Essential	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	04/15/2024	04/14/2029
Interview Room 2 Camera Essential	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	04/15/2024	04/14/2029
Interview Room 2 Camera Essential	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	04/15/2024	04/14/2029
Interview Room 2 Camera Essential	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	6	04/15/2024	04/14/2029
Interview Room 2 Camera Essential	73840	EVIDENCE.COM BASIC ACCESS LICENSE	1	04/15/2024	04/14/2029

Services

Bundle	Item	Description	QTY
Interview Room 2 Camera Essential	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	3

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Essential	50448	EXT WARRANTY, INTERVIEW ROOM	3	03/15/2025	04/14/2029

Payment Details

Mar 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	2	\$0.00	\$0.00	\$0.00
Year 1	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	4	\$0.00	\$0.00	\$0.00
Year 1	IR2CB	Interview Room 2 Camera Essential	3	\$16,248.96	\$0.00	\$16,248.96
Total				\$16,248.96	\$0.00	\$16,248.96

Mar 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	2	\$0.00	\$0.00	\$0.00
Year 2	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	4	\$0.00	\$0.00	\$0.00
Year 2	IR2CB	Interview Room 2 Camera Essential	3	\$16,248.96	\$0.00	\$16,248.96
Total				\$16,248.96	\$0.00	\$16,248.96

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	2	\$0.00	\$0.00	\$0.00
Year 3	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	4	\$0.00	\$0.00	\$0.00
Year 3	IR2CB	Interview Room 2 Camera Essential	3	\$16,248.96	\$0.00	\$16,248.96
Total				\$16,248.96	\$0.00	\$16,248.96

Mar 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	2	\$0.00	\$0.00	\$0.00
Year 4	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	4	\$0.00	\$0.00	\$0.00
Year 4	IR2CB	Interview Room 2 Camera Essential	3	\$16,248.96	\$0.00	\$16,248.96
Total				\$16,248.96	\$0.00	\$16,248.96

Mar 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	2	\$0.00	\$0.00	\$0.00
Year 5	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	4	\$0.00	\$0.00	\$0.00
Year 5	IR2CB	Interview Room 2 Camera Essential	3	\$16,248.96	\$0.00	\$16,248.96
Total				\$16,248.96	\$0.00	\$16,248.96

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/7/2023





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: December 12, 2023
Re: FY24 Annual Software Renewal for Microsoft EA

Action Requested:

Consider and act to authorize the fiscal year 2024 software license renewal for Microsoft EA from SHI through a cooperative contract with DIR (Contract DIR-TSO-4092) in an amount not to exceed \$133,225.76. (Berry)

Background Information:

The City of Celina's Microsoft licensing agreement is due for a new 3-year renewal to be paid annually. Staff completed a full software audit to ensure we comply with Microsoft's licensing terms for this new contract. The annual cost has increased from previous years due to a price increase, additional staff, and additional licensing for increased server needs.

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

Legal Review:

N/A

Supporting Documents:

1. Item 958 SHI Quote-24156864

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.



Pricing Proposal
Quotation #: 24156864
Reference #: EA # 91409948
Created On: 11/8/2023
Valid Until: 11/24/2023

TX-City of Celina

Amy Alexander

405 W. Walnut St
Celina, TX 75009
United States
Phone: 254-326-5547
Fax:
Email: aalexander@celina-tx.gov

Inside Account Manager - Public Sector

Victor Arias

290 Davidson Ave.
Somerset, NJ 08873
Phone: (732)-317-6938
Fax:
Email: Victor_arias@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 Note: Year 1 of 3	318	\$0.00	\$0.00
2	M365 F1 GCC Sub Per User Microsoft - Part#: 3EB-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 Note: Year 1 of 3	10	\$23.52	\$235.20
3	M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 Note: Year 1 of 3	50	\$84.48	\$4,224.00
4	M365 G3 Unified FSA GCC Sub Per User Microsoft - Part#: AAD-34700 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 Note: Year 1 of 3	40	\$331.08	\$13,243.20
5	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 Note: Year 1 of 3	228	\$389.04	\$88,701.12
6	Office Professional Plus ALng SA	15	\$108.06	\$1,620.90

Microsoft - Part#: 269-05704
Contract Name: Microsoft Software VAR
Contract #: DIR-TSO-4092
Coverage Term: 12/1/2023 – 11/30/2024
Note: Year 1 of 3

7	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 Note: Year 1 of 3	2	\$92.28	\$184.56
8	Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 Note: Year 1 of 3	9	\$276.00	\$2,484.00
9	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 Note: Year 1 of 3	2	\$633.60	\$1,267.20
10	Teams Rooms Pro GCC Sub Per Device Microsoft - Part#: VA1-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 Note: Year 1 of 3	10	\$432.24	\$4,322.40
11	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 Note: Year 1 of 3	3	\$138.48	\$415.44
12	Visio Professional ALng SA Microsoft - Part#: D87-01159 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 Note: Year 1 of 3	2	\$108.06	\$216.12
13	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 Note: Year 1 of 3	64	\$19.65	\$1,257.60
14	Win Server Standard Core ALng LSA 2L Microsoft - Part#: 9EM-00562 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 Note: Year 1 of 3	6	\$45.02	\$270.12

15	SQL Server Standard Core ALng LSA 2L	10	\$1,478.39	\$14,783.90
	Microsoft - Part#: 7NQ-00302			
	Contract Name: Microsoft Software VAR			
	Contract #: DIR-TSO-4092			
	Coverage Term: 12/1/2023 – 11/30/2024			
	Note: Year 1 of 3			

Subtotal	\$133,225.76
Shipping	\$0.00
Total	\$133,225.76

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



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: December 12, 2023
Re: 2023-065 Janitorial Services

Action Requested:

Consider and act to award Bid 2023-065 to Global Building Maintenance, Inc, for Janitorial Services in an annual amount of \$130,572.00 for a three-year term total amount not to exceed \$391,716.00. (Berry)

Background Information:

On November 6, 2023, the City received responses to RFP 2023-065 for Janitorial Services. The request for proposal was advertised in the local paper and posted on the City's eProcurement system, in which one hundred and thirty-nine (139) vendors were notified. Seven vendors responded to the solicitation.

The City seeks to hire a contractor to provide janitorial services for the upkeep and cleanliness of City facilities and replenish related cleaning and paper supplies. Cleaning services will be provided one day per week and include day porter services Monday through Thursday to provide essential services such as bathroom refreshing, trash removal, and other minor cleaning to all buildings.

An initial review was completed by Purchasing and forwarded to staff for evaluation. Staff reviewed the submittals and recommended awarding Global Building Maintenance, Inc.

Legal Review:

The contract was previously reviewed and approved.

Supporting Documents:

1. Janitorial Services Scoring Detail Round 2
2. 2023-065 Agreement

Financial Consideration:

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

Staff Recommendation:

Staff recommends approval.

Supplier Scoring Summary

2023-065 Addendum 2 - Janitorial Services - Scoring Round (2)

Supplier	Rank		Score		Cost	Cost - Porter Services	Cost - Cleanings	Proposed Services	Overall Approach	Quality Control and Supervision	References	References
			100		20.00	30.00		25.00	15.00		10.00	
Global Building Maintenance	1		91.50		20.00	30.00		25.00	12.50		4.00	
Top Notch Cleaning Solutions,	2		54.73		5.89	8.84		25.00	15.00		0.00	
MaxPro Enterprise Llc	3		52.25		4.70	7.05		25.00	12.50		3.00	
Alpha Services, Corp. dba Jani	4		48.58		3.43	5.15		25.00	15.00		0.00	
Wen-Flex Enterprise LLC	5		41.12		0.65	0.97		25.00	12.50		2.00	
			57.64		6.93	10.40		25.00	13.50		1.80	

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 **Global Building Maintenance, Inc.** (hereinafter referred to as the "Provider") for **Janitorial Services**, (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: **Janitorial Services, Bid # 2023-065** (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.
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 December 13, 2023, to December 13, 2024. All pricing is to remain firm during this contract period. This Agreement is renewable for up to two (2) 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-Provider Bid Response**, attached hereto and incorporated herein by reference.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after the City's receipt of the invoice for the previous month's Services 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.
1. **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

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. **CONFLICT.** If a conflict exists between this Agreement, and an Exhibit, the Solicitation and/or the Response, then such conflicts shall be resolved as follows:

- (a) If a conflict exists between this Agreement and an Exhibit, the Solicitation, or the Response, then this Agreement shall control.
- (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.
- (c) If a conflict exists between the Response and the Solicitation, the Solicitation shall control.

27. **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 Collin County, Texas.

28. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.

29. **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

Type/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: Andrew Figueroa, Director of Public Works
Date: December 12, 2023
Re: 2023-066 Generator Preventative Maintenance and Service

Action Requested:

Consider and act to award Bid 2023-066 for Generator Preventative Maintenance and Service to Altutex, LLC, in an annual amount of \$51,464.15, for a three-year term total amount not to exceed \$154,392.45. (Berry)

Background Information:

On September 29, 2023, the City received responses to RFP 2023-066 for Generator Preventative Maintenance and Service. The request for proposal was advertised in the local paper and posted on the City's eProcurement system, in which one hundred and twenty-nine (129) vendors were notified. Five vendors responded to the solicitation.

The City sought to hire a contractor to perform preventative maintenance and routine services such as load bank testing for City-owned generators responsible for emergency power to critical infrastructure.

An initial review was completed by Purchasing and forwarded to staff for evaluation. Public Works reviewed the submittals and recommended awarding Altutex, LLC.

Legal Review:

The contract was previously reviewed and approved.

Supporting Documents:

1. Generator Preventative Maintenance And Service Scoring Detail
2. 2023-066 Agreement

Financial Consideration:

Funding for year one 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

2023-066 Addendum 5 - Generator Preventative Maintenance and Service - Scoring Round

Supplier	Rank		Score		Evaluation				
					Cost - Parts Mark Up	Cost - Hourly Labor Rate for Unlisted Services	Cost - General Services	Experience of the Firm	Location
			100		10.00	15.00	25.00	40.00	10.00
Altorex	1		65.00		10.00	15.00	16.00	18.00	6.00
Diversified Power Systems Inc	2		45.00		1.00	8.00	25.00	5.00	6.00
Clifford Power Systems, Inc.	3		43.00		4.00	8.00	12.00	13.00	6.00
Genserve LLC	4		41.00		5.00	11.00	10.00	9.00	6.00
Connect Technology Group, LLC	5		37.00		7.00	7.00	5.00	10.00	8.00
			46.20		5.40	9.80	13.60	11.00	6.40

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 **Altuxex, LLC** (hereinafter referred to as the "Provider") for **Generator Preventative Maintenance and Service**, (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: **Generator Preventative Maintenance and Service, Bid # 2023-066** (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.
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 December 13, 2023, to December 13, 2024. All pricing is to remain firm during this contract period. This Agreement is renewable for up to two (2) 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-Provider Bid Response**, attached hereto and incorporated herein by reference.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after the City's receipt of the invoice for the previous month's Services 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.
1. **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

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. **CONFLICT.** If a conflict exists between this Agreement, and an Exhibit, the Solicitation and/or the Response, then such conflicts shall be resolved as follows:
- (a) If a conflict exists between this Agreement and an Exhibit, the Solicitation, or the Response, then this Agreement shall control.
 - (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.
 - (c) If a conflict exists between the Response and the Solicitation, the Solicitation shall control.
27. **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 Collin County, Texas.
28. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.
29. **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

Type/Print Name and Title

Date

Date



Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ryan Quigley, Purchasing Agent
CC: Amy Alexander, Director of Information Technology
Date: December 12, 2023
Re: 2023-044 Copier Lease and Maintenance Services

Action Requested:

Consider and act to award RFP 2023-044 to ImageNet for copier lease and maintenance services through a cooperative agreement with DIR, Contract DIR-TSO-4159, in an annual amount of \$48,162.84 for a 36-month term amount not to exceed \$144,488.52. (Quigley)

Background Information:

Staff solicited copier services to replace and consolidate all current units for a 36-month lease term and software to manage the copier's usage. The current copiers range in age from 3 years - 10 years. On August 8, 2023, the City received responses to solicitation 2023-044 for copier lease and maintenance services. The solicitation invitation was sent to eight cooperative contracted vendors. Seven vendors responded.

The submissions were reviewed by Procurement staff and evaluated by IT staff. The IT and Purchasing Staff conducted a site visit with the highest-ranking respondent. Additionally, a demo unit was provided, and there have been no issues with the unit for staff or our network for the last 30 days.

The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Using the contract satisfies the competitive bidding requirement while saving time and funding on developing specifications and duplication of work.

Legal Review:

N/A

Supporting Documents:

1. ScoringDetail - Copiers

2. Tab Sheet - Final

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

2023-044 Addendum 1 - Copier Lease and Maintenance Services - Scoring F

Supplier	Rank	Score	Bid Evaluation	Cost	Quality of the equipment and ability to meet city's needs	Maintenance and Supplies	Qualifications	Invoice Sample
		100		50.00	20.00	20.00	5.00	5.00
ImageNet Consulting	1	55.33		39.00	18.00	18.00	5.00	3.00
Xerox Business Solutions South	2	51.33		45.00	14.00	10.00	5.00	3.00
Toshiba Business Solutions	3	44.00		30.00	12.00	14.50	5.00	4.50
Zeno Digital Solutions	4	44.00		39.00	10.00	10.00	2.50	4.50
Kyocera Document Solutions Sou	5	42.00		38.00	8.00	10.00	3.00	4.00
Novatech, Inc.	6	38.67		50.00	2.00	2.00	1.50	2.50
Datamax Inc.	7	35.33		36.00	4.50	4.50	4.00	4.00
		44.38		39.57	9.79	9.86	3.71	3.64

round

COPIER LEASE AND MAINTENANCE

Monthly Lease Fee														
Location name	Address	Model	Monthly Lease Fee	High Capacity Tray	Stacker Finisher	External Hole Punch	Fax	Inner Finisher/ stapler	Inner Finisher/Hole Punch	Card Reader	SIM Card	Total per Month for Lease	Cost Per Page B/W	Cost Per Page Color
COPIERS														
Public Works	10165 County Road 106	E87760dn	\$221.96	\$16.41	\$29.86	\$8.20				\$7.00	\$2.25	\$285.68	0.0079	0.0400
Modular - Fire / Engineering	300 W Maple	E87760dn	\$221.96		\$29.86	\$8.20				\$7.00	\$2.25	\$269.27	0.0079	0.0400
ANNEX INSPECTORS	112 N Colorado	E87760dn	\$221.96					\$15.58	\$8.20	\$7.00	\$2.25	\$254.99	0.0079	0.0400
ANNEX	112 N Colorado	E87760dn	\$221.96	\$16.41	\$29.86	\$8.20				\$7.00	\$2.25	\$285.68	0.0079	0.0400
Police CID	108 N Colorado	E87760dn	\$221.96				\$3.77	\$15.58	\$8.20	\$7.00	\$2.25	\$258.76	0.0079	0.0400
Police Admin	110 N Colorado	E87760dn	\$221.96	\$16.41			\$3.77	\$15.58	\$8.20	\$7.00	\$2.25	\$275.17	0.0079	0.0400
City Hall	142 N Ohio St	E87760dn	\$221.96	\$16.41	\$29.86	\$8.20				\$7.00	\$2.25	\$285.68	0.0079	0.0400
PERMITS	112 N Colorado	E87760dn	\$221.96	\$16.41				\$15.58	\$8.20	\$7.00	\$2.25	\$271.40	0.0079	0.0400
UTILITY BILLING	142 N Ohio St	E87760dn	\$221.96	\$16.41				\$15.58		\$7.00	\$2.25	\$263.20	0.0079	0.0400
LIBRARY	142 N Ohio St	E87760dn	\$221.96					\$15.58		\$7.00	\$2.25	\$246.79	0.0079	0.0400
EDC	302 W Walnut St	E87760dn	\$221.96					\$15.58	\$8.20	\$7.00	\$2.25	\$254.99	0.0079	0.0400
Police Futute PD #1	3025 S Coit Rd	E87760dn	\$221.96				\$3.77	\$15.58	\$8.20	\$7.00	\$2.25	\$258.76	0.0079	0.0400
Police Future PD #2	3026 S Coit Rd	E87760dn	\$221.96				\$3.77	\$15.58	\$8.20	\$7.00	\$2.25	\$258.76	0.0079	0.0400
Police Future PD #3	3027 S Coit Rd	E87760dn	\$221.96				\$3.77	\$15.58	\$8.20	\$7.00	\$2.25	\$258.76	0.0079	0.0400
Modular - Internal Services	310 W Maple	E87760dn	\$221.96	\$16.41	\$29.86	\$8.20				\$7.00	\$2.25	\$285.68	0.0079	0.0400
Total Per Month												\$4,013.57		
Total Per Year												\$48,162.84		
Contract Total 36 Months												\$144,488.52		

\$293.99



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Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Kimberly Brawner, Assistant City Manager
CC: Karla Stovall, Interim City Manager
Date: December 12, 2023
Re: Blue Star Impact Fee Credit Agreement

Action Requested:

Consider and act to authorize the Interim City Manager to execute a Roadway Impact Fee Credit Agreement between the City of Celina and the Blue Star Development Group. (Brawner)

Background Information:

The Blue Star Development Group owns 108-acres at the corner of West Glendenning Parkway (FM 428) and the Dallas North Tollway (DNT). A portion of this property (2.2478 acres) is within the proposed future alignment of W. Glendenning Parkway. The City requested that the owner dedicate this portion (2.2478 acres) of the property as W. Glendenning Parkway right-of-way. Dedication of this right-of-way will facilitate improvements of W. Glendenning Parkway and construction of the Dallas North Tollway. These roads will improve travel within the community and prevent additional congestion in the future.

At the time of issuance of a building permit, the property owner will be levied roadway impact fees. In lieu of paying all of the roadway impact fees, the owner desires to obtain roadway impact fee credits to be applied to the property as development occurs in exchange for the dedicated property to be used as right-of-way for the future W. Glendenning Parkway. The owner shall be compensated for dedicating the Glendenning right-of-way to the City by receiving credit for future roadway impact fees which shall be due from the subject property owner upon issuance of a building permit.

Legal Review:

Legal has reviewed and has given approval of this agreement.

Supporting Documents:

1. Roadway Impact Fee Agreement Final

Financial Consideration:

Roadway impact fees will be assessed and credited at the time of development. This agreement does not impact the current budget.

Staff Recommendation:

Staff recommends approval.

AFTER RECORDING, PLEASE RETURN TO:

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

**ROADWAY IMPACT FEE CREDIT AGREEMENT BETWEEN THE CITY OF
CELINA AND BLUE STAR LAND L.P. CONCERNING
DEDICATION OF RIGHT-OF-WAY**

This Agreement (the “Agreement”) is made and entered by and between the City of Celina, a home-rule municipality (the “City”), and Blue Star Land L.P., a Texas limited liability company (“Owner”) (each, a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, Owner owns two tracts of land consisting of approximately 196.5 acres of land in the City of Celina, Collin County, Texas, generally located near the southwest corner of West Glendenning Parkway (FM 428) and North Dallas Parkway as shown in **Exhibit A**, attached hereto and incorporated herein (the “Subject Property”), a portion of which property is in the proposed alignment for improvements to West Glendenning Parkway (FM 428); and

WHEREAS, the portion of the Subject Property Tract A that is part of the proposed alignment for West Glendenning Parkway (FM 428) consists of 97,913 square feet of land (2.2478 acres) described by metes and bounds in **Exhibit B**, attached hereto and incorporated herein (the “Glendenning Right-of-Way”); and

WHEREAS, the City has requested that Owner dedicate the land on Tract A for the Glendenning Right-of-Way for the improvement and operation of West Glendenning Parkway (FM 428); and

WHEREAS, dedication by Owner to the City of the Glendenning Right-of-Way will facilitate improvement of West Glendenning Parkway (FM 428) and construction of the North Dallas Tollway; and

WHEREAS, it is in the best interests of the City and its citizens to encourage dedication of land by Owner for improvement of West Glendenning Parkway (FM 428); and

WHEREAS, in accordance with Chapter 10 “Subdivision Regulation”, Article 10.02 “Impact Fees”, Division 3 “Roadway Facilities” of the City’s Code of Ordinances (the “Roadway Impact Fees Ordinance”), the Property shall be assessed roadway impact fees upon issuance of a building permit (“Roadway 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 Developer shall pay Roadway Impact Fees and receive reductions in consideration of the Glendenning Right-of-Way; and

WHEREAS, the Owner desires to fulfill a portion of the obligation by Owner or its successors to pay Roadway Impact Fees for the Subject Property, as prescribed by the Roadway Impact Fees Ordinance by dedicating a portion of the Glendenning Right-of-Way and receiving the ROW Credit, as defined herein.

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 Dedication and Effective Date. This Agreement will be effective upon execution by Owner of the Glendenning Right-of-Way to the City by deed (“Deed”)(the “Effective Date”). Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if the Effective Date does not occur within five (5 years) of the date this Agreement is recorded in the real property records of Collin County, Texas.

2. Right-of-Way Credit. Subject to fulfillment of all the obligations in this Agreement, Owner shall be compensated for dedicating the Glendenning Right-of-Way to the City by receiving credit for future Roadway Impact Fees that shall be due from the Subject Property upon issuance of a building permit. The amount of the credit to be issued shall be One Million Five Hundred Forty Two Thousand One Hundred and Thirty Dollars (\$1,542,130)(the “ROW Credit”) and is based upon the attached appraisal, attached hereto as Exhibit C and incorporated herein for all purposes. In the event the amount of Roadway Impact Fees due on the Subject Property do not equal or exceed the ROW Credit allowed above, the ROW Credit authorized in this Agreement is not transferable to other property or for credit for other impact fees due on the Subject Property. Otherwise the Roadway Impact Fees due on the Subject Property will be paid according to the Roadway Impact Fees Ordinance, as amended. For purposes of this Agreement, the term Roadway Impact Fee shall mean and include any charges or exactions related to roadways.

3. Effect of Reverter of Ownership of Glendenning Right-of-Way to Owner. Following conveyance by Owner, should ownership of all or a portion of the Glendenning Right-of-Way revert to the Owner, whether under the Deed, a reversionary agreement, or other instrument with any third party, regarding, in any way, the Glendenning Right-of-Way, or a portion thereof, the ROW Credit 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 ROW Credit owed to Owner (the “Recalculated ROW Credit”). Should the Recalculated ROW Credit exceed the total ROW Credit provided by the City to Owner as of the date of the reverter, then City shall continue providing ROW Credits to Owner up to the Recalculated ROW Credit amount. Should the Recalculated ROW Credit be less than the total ROW Credit provided by the City to Owner as of the date of the reverter, then Owner shall refund to City the difference between the Recalculated ROW Credit amount and the total ROW Credit provided by City under this Agreement (the “Excess Credit”) within thirty (30) days of the effective date of the reverter.

4. Limitations of Agreement. City and the Owner acknowledge and agree this Agreement is limited to the obligations created by the Roadway Impact Fees Ordinance, as it may be amended, for Roadway Impact Fees only. City ordinances covering impact fees for sanitary

sewer and water, 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 Credit 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:	Blue Star Land, L.P. 1 Cowboys Way, Suite 100 Frisco, TX 75034 Attn: Legal Department
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 & McDonald, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com

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. 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 for sanitary sewer and water, 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 by resolution or ordinance 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 ROW Credit 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 ROW Credits 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 earlier of: (a) reimbursement by Owner in full for the ROW Credit described in Sections 2 and 3, if necessary; or (ii) the fiftieth 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	Legal Description of Glendenning Right-of-Way
Exhibit C	Glendenning Right-of-Way Appraisal

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

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 ____ day of _____, 2023.

Notary Public

Printed Name: _____

My Commission Expires: _____

BLUE STAR LAND, L.P.

By: Tom Walker

Title: _____

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 Tom Walker, _____ of Blue Star Land, L.P., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

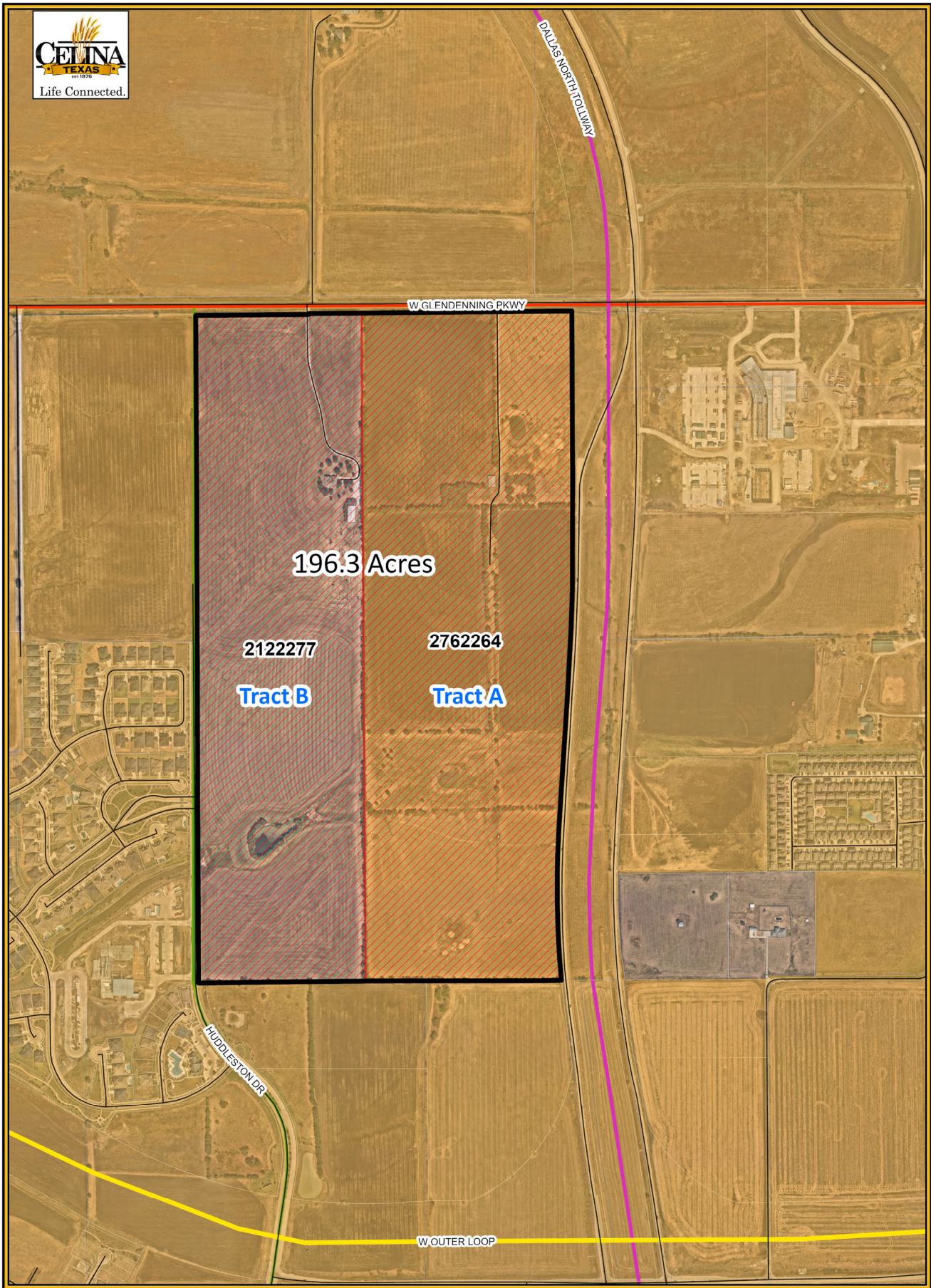
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2023.

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT A
Subject Property



Legend

- Subject Property
- Parcels
- City Limits
- Boundary
- Roads

Exhibit City of Celina

12/6/2023



0 485 970
Feet

EXHIBIT B
Legal Description of Glendenning Right-of-Way

EXHIBIT "A"
PERMANENT RIGHT-OF-WAY
FIELD NOTES DESCRIBING 2.2478 ACRES
PART OF THE BLUE STAR LAND, LP TRACT
CITY OF CELINA, COLLIN COUNTY, TEXAS

BEING a 2.2478 acre tract of land situated in the Issac C. Williamson Survey, Abstract Number 943, Collin County, Texas, and being part of a called 107.7684 acre tract described in Special Warranty Deed to Blue Star Land, LP, recorded in Instrument Number 20180628000806650 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at the northeast corner of said 107.7684 acre tract, said point being at the intersection of the south line of F.M. 428 (a variable width right-of-way), with the west line of the Dallas Parkway (called 400-foot wide right-of-way), said point also being the northwest corner of a called 22.06 acre tract described as Parcel 41-6 in Dallas North Tollway Special Warranty Deed to Collin County, Texas, recorded in Instrument Number 20060313000324770, O.P.R.C.C.T., and from which said point a 1/2-inch iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with Halff cap") found for corner bears North 21 degrees 30 minutes 03 seconds East, a distance of 0.63 feet;

THENCE South 00 degrees 14 minutes 02 seconds East, along the common east line of said 107.7684 acre tract and said west right-of-way line of Dallas Parkway, a distance of 151.70 feet to a 1/2-inch iron rod with Halff cap set for corner, and from which said point a 1/2-inch iron rod found on said west right-of-way at the beginning of a curve to the right with a radius of 11,254.33 feet, bears South 00 degrees 14 minutes 02 seconds East, a distance of 1,096.63 feet;

THENCE departing said common line and over and across said 107.7684 acre tract the following calls:

North 45 degrees 13 minutes 42 seconds West, a distance of 58.11 feet to a 1/2-inch iron rod with cap set for corner;

South 89 degrees 37 minutes 30 seconds West, a distance of 279.65 feet to a 1/2-inch iron rod with cap set for corner;

North 79 degrees 04 minutes 44 seconds West, a distance of 255.26 feet to a 1/2-inch iron rod with cap set for corner;

South 89 degrees 37 minutes 30 seconds West, a distance of 663.40 feet to a 1/2-inch iron rod with cap set for corner on the west line of said 107.7684 acre tract, and from which said point a 1/2-inch iron rod found at the southwest corner of said 107.7684 acre tract bears South 00 degrees 13 minutes 18 seconds East, a distance of 3,870.66 feet;

THENCE North 00 degrees 13 minutes 18 seconds West, along the west line of said 107.7684 tract, a distance of 60.62 feet to a 1/2-inch iron rod found for the northwest corner of said tract lying on the said south right-of-way line of F.M. 428;

THENCE North 89 degrees 37 minutes 49 seconds East, along said south right-of-way line and the north line of said 107.7684 acre tract, a distance of 1,234.56 feet to the **POINT OF BEGINNING AND CONTAINING** 97,913 square feet or 2.2478 acres of land, more or less.

Notes:

1. A parcel plat exhibit of even date accompanies this property description.
2. Basis of Bearing is the Texas Coordinate System of 1983. North American Zone (4202)

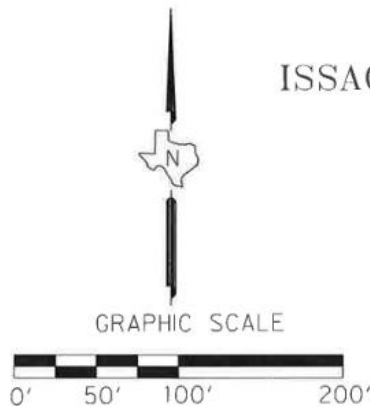
Andrew J. Shafer 6/02/2023

ANDREW J. SHAFER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 5017
TBPELS FIRM NO. 10029600



OLD CELINA, LTD.
(OWNER)
VOL. 5208, PG. 3387
D.R.C.C.T.

DALLAS NORTH TOLLWAY
INSTRUMENT NO.
20200720001126890



97,913 SQ. FT.
OR
2.2478 ACRES

(CALLED 107.7684 AC. TRACT)
BLUE STAR LAND, LP
(OWNER)
INST. NO. 20180628000806650
O.P.R.C.C.T.

ISSAC C, WILLIAMSON
SURVEY
ABSTRACT No. 943

—POINT OF BEGINNING

— 1/2" FIR
W/CAP
S-N21° 30'03"E
0.63'

S00° 14' 02" E
151.70'

DALLAS NORTH PARKWAY
(400' WIDE R.O.W)

COLLIN COUNTY, TEXAS
INST. NO. 20060313000324770,
and 20060313000324870
O.P.R.C.C.T.

MATCH LINE (See sheet 4 of 4)

\\RCH\I:\s?*\\Codd\SheetsRCH\EXH-PARCEL-2_2488-45166.DGN

NTTA

oh626

Mc

1:23

6/2/20

NOTES:
1. Basis of bearing is the Texas State Plane Coordinate System 1983 (1993), North Central Zone 4202.
2. A property description of even date accompanies this plat.

EXISTING RIGHT OF WAY LINE _____
PROPERTY LINE _____ PL _____
SURVEY LINE _____ S _____
EASEMENTS _____
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS COLLIN COUNTY
1/2" SIR • 1/2 INCH SET IRON ROD WITH YELLOW
W/CAP STAMPED "HALF ASSOC. INC." _____
FIR • FOUND IRON ROD _____
(C.M.) • CONTROLLING MONUMENTS _____

EXHIBIT "A"
A PLAT OF A SURVEY OF
2.2478 ACRE TRACT OF LAND
IN THE ISSAC C. WILLIAMSON SURVEY
ABSTRACT No. 943
AND BEING IN COLLIN COUNTY, TEXAS

JUNE, 2023
DATE

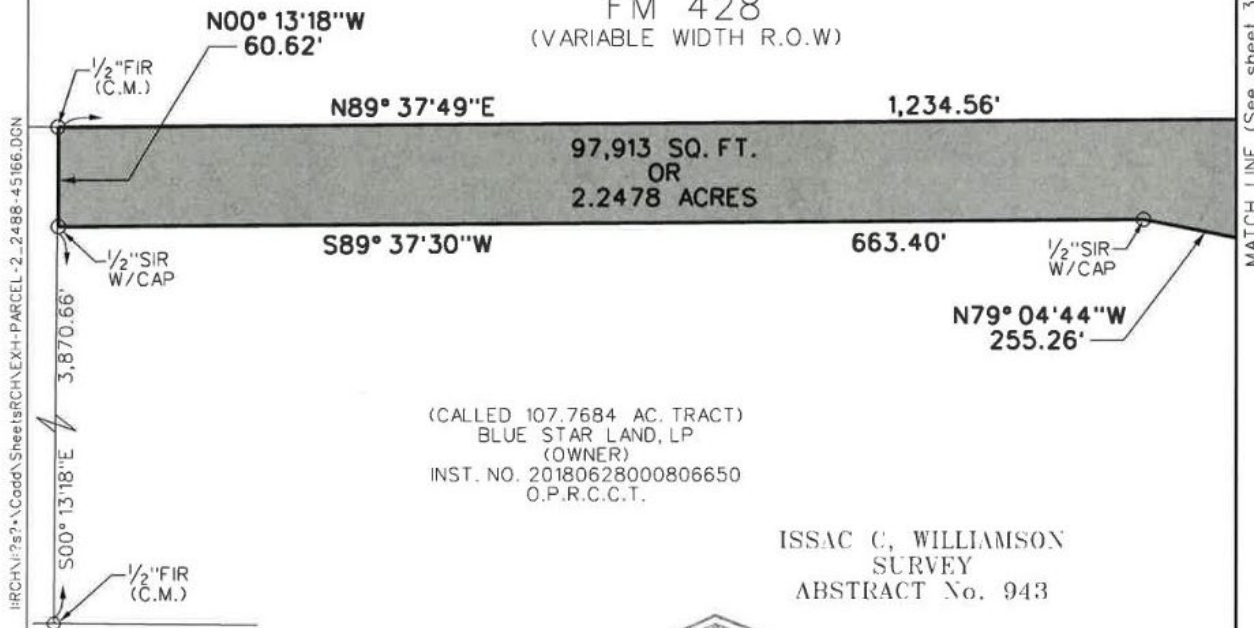
EXHIBIT "A"
SHEET 4 OF 4
ISSAC C, WILLIAMSON SURVEY
ABSTRACT No. 943

OLD CELINA, LTD.
(OWNER)
VOL. 5208, PG. 3387
D.R.C.C.T.

GRAPHIC SCALE



FM 428
(VARIABLE WIDTH R.O.W.)



- NOTES:
1. Basis of bearing is the Texas State Plane Coordinate System 1983 (1993), North Central Zone 4202.
 2. A property description of even date accompanies this parcel plat.

LEGEND

EXISTING RIGHT OF WAY LINE ———
PROPERTY LINE ———
SURVEY LINE ———
EASEMENTS ———
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
1/2" SIR - 1/2 INCH SET IRON ROD WITH YELLOW PLASTIC CAP
W/CAP STAMPED "HALFF ASSOC. INC."
FIR - FOUND IRON ROD
(C.M.) - CONTROLLING MONUMENTS



Andrew J. Shafer 6/02/2023

EXHIBIT "A"
A PLAT OF A SURVEY OF
2.2478 ACRE TRACT OF LAND
IN THE ISSAC C, WILLIAMSON SURVEY
ABSTRACT No. 943
AND BEING IN COLLIN COUNTY, TEXAS

JUNE, 2023
DATE

NTTA
ch626
6/2/2023 1:22:22 PM

EXHIBIT C
Glendenning Right-of-Way Appraisal



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: December 12, 2023
Re: Legacy Drive Roadway Impact Fee Reimbursement Agreement

Action Requested:

Consider and act to authorize the Interim City Manager to execute a Roadway Impact Fee Reimbursement Agreement between the City of Celina and Sankalp Frontier 28 LP, LLC. (Brawner)

Background Information:

The owner of a 28.661-acre tract located at the north west corner of Frontier Parkway and Legacy Drive intends to dedicate and construct a portion of this property (2.208 acres) as right-of-way (ROW) for Legacy Drive. Legacy Drive will serve the traveling public as a necessary arterial roadway within the City of Celina. The improvements to Legacy Drive will improve travel conditions within the community and prevent additional congestion in the future.

Upon issuance of a building permit, Roadway Impact Fees shall be levied upon the subject property. Instead of paying the roadway impact fees, the owner shall dedicate and construct a portion of Legacy Road from south of Clear Creek Parkway to Frontier and thereby will be eligible for roadway impact fee credits and offsets in accordance with the Roadway Impact Fees Ordinance. A credit and offsets pool shall be established for the Developer once the roadway improvements are accepted. The City will administer the credits, offsets pool, and disperse credits as Legacy Drive dedication and improvements are completed.

Legal Review:

Legal has reviewed and has given approval of this agreement

Supporting Documents:

1. Legacy Drive Celina Roadway Impact Fee Agreement - Final v2

Financial Consideration:

No financial impact to existing budget.

Staff Recommendation:

Staff recommends approval.

AFTER RECORDING, PLEASE RETURN TO:

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

**ROADWAY IMPACT FEE REIMBURSEMENT AGREEMENT BETWEEN THE CITY
OF CELINA AND SANKALP FRONTIER 28 LP, LLC CONCERNING
CONSTRUCTION AND DEDICATION OF LEGACY DRIVE**

This Agreement (the “**Agreement**”) is made and entered by and between the City of Celina, Texas, a home-rule municipality (the “**City**”), and Sankalp Frontier 28 LP LLC, a Texas limited liability company (“**Developer**”) (each, a “**Party**” and, collectively, the “**Parties**”).

RECITALS

WHEREAS, Developer owns approximately 2.208 acres of land in the City of Celina, Denton County, Texas, said land having the Denton County Appraisal District Property ID Number 52708 and being a part of a larger 28.661 acre tract of land, as shown on the approved Final Plat (FP 22-3445) of the Legacy Frontier Apartments Addition, as shown on **Exhibit A**, which Developer intends to construct and dedicate as right-of-way for Legacy Drive (“**Legacy ROW**”). Legacy Frontier Apartments Addition is located at the northwest corner of Legacy Drive and Frontier Parkway as depicted and described by metes and bounds in **Exhibit B**, attached hereto and incorporated herein (the “**Subject Property**”); and

WHEREAS, Legacy Drive will serve the Subject Property, the City of Celina, and the general traveling public as a necessary component of the designated system roadway network within the City’s Capital Improvements Program and as a designated arterial roadway within the City of Celina’s Thoroughfare Plan; and

WHEREAS, it is in the best interests of the City and its citizens that Developer construct and dedicate to the City the Legacy ROW; and

WHEREAS, the Developer is the responsible landowner for the construction of the Roadway Improvements and dedication of Legacy ROW on behalf of the Subject Property; and

WHEREAS, in accordance with Chapter 10 “Subdivision Regulation”, Article 10.02 “Impact Fees”, Division 3 “Roadway Facilities” of the City’s Code of Ordinances (the “**Roadway Impact Fees Ordinance**”), the Subject Property is subject to assessment and collection of roadway impact fees; and

WHEREAS, within Section 10.02.071 Credits and Offsets, the Roadway Impact Fees Ordinance provides for the establishment of credits and offsets when a property owner constructs an area-related facility; and

WHEREAS, Developer shall construct and dedicate the Legacy ROW, and thereby be eligible for roadway impact fee credits and offsets that will be applied to the Property in accordance with the Roadway Impact Fees Ordinance; and

WHEREAS, the Legacy ROW will have a length of 1,624 linear feet as depicted in the approved Paving, Drainage & Striping Plans, City Project #21-5955, as shown in **Exhibit C**, attached hereto and incorporated herein; and

WHEREAS, pursuant to the Roadway Impact Fees Ordinance and 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 Developer shall pay roadway impact fees and receive credits in consideration of the construction and dedication of Legacy ROW; and

WHEREAS, the Developer desires to fulfill the obligations to construct and dedicate the Legacy ROW prior to filing the final plat for the lots within the Subject Property.

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 Developer agree as follows:

1. Recitals Incorporated. The recitals are incorporated into and made a part of this Agreement for all purposes.
2. Effective Date. This Agreement will be effective upon completion by Developer of the Legacy ROW dedication free and clear of all liens and encumbrances (the “**Effective Date**”). Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if the Effective Date does not occur within six (6) months of the date this Agreement is recorded in the real property records of Collin County, Texas.
3. Legacy ROW Improvements and Dedication. Construction of the Legacy ROW shall consist of 0.308 roadway miles of two (2) lane roadway, resulting in 0.615 line miles and 400 vehicle miles of supply (capacity) added to the system roadway, acquisition of all required rights-of-way, right-of-way preparation, paving excavation, construction of concrete paving, curbs, signage, roadway transitions, turn lanes, pavement markings, and any other improvements necessary for a complete roadway system as shown in the Paving, Drainage & Striping Plans (City Project #21-5955) (the “Plans”), and all engineering, surveying, inspection and permit fees, in accordance with all applicable City ordinances, for two (2) southbound lanes of Legacy Drive extending in a northerly direction from the intersection of Legacy Drive and Frontier Parkway a distance of approximately 1,624 linear feet to the northern boundary of the Subject Property. The final improvements for the Legacy ROW shall be approved and accepted by the City in accordance with the City’s Subdivision Ordinance (“**Roadway Improvements Acceptance**”).
4. Effect of Reverter of Ownership of Legacy ROW to Developer. Following conveyance by Developer, should ownership of all or a portion of the Legacy ROW revert to the Developer, whether under the conveying deed, a reversionary agreement, or other

instrument with any third party, regarding, in any way, the Legacy ROW, or a portion thereof, credits and offsets 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 Credits and Offsets Pool (as defined below) owed to Developer. Should the recalculated credits and offsets be less than the total credits and offsets granted by the City to Developer as of the date of the reverter, then Developer shall refund to City the difference within thirty (30) days of the effective date of the reverter.

5. Credits and Offsets Pool. A credit in the amount of \$1,239,506.54 for the Roadway Improvements and dedication of the Legacy ROW shall be applied by the City to the total roadway impact fees owed on the development of the Subject Property in accordance with the Roadway Impact Fees Ordinance (the “**Credits and Offsets Pool**”).
6. Eligibility to Access the Credits and Offsets Pool. Eligibility to access the Credits and Offsets Pool shall be established for the Developer once the Roadway Improvements Acceptance has occurred, and to each lot within the Subject Property and as may be amended from time to time once any such lot files a final plat.
7. Administration of the Credits and Offsets Pool. The Parties will administer the Credits and Offsets Pool to provide clarity as to the balance within the Credits and Offsets Pool, and to ensure this Agreement is fulfilled until the Credits and Offsets Pool is exhausted. The City will disperse the Credits and Offsets Pool in accordance with a method to track and disperse the Credits and Offsets Pool, and each lot of the Subject Property will become eligible for utilizing the Credits and Offsets Pool at the time it is issued a building permit (the “**Tracking Method**”). The Tracking Method shall make available the Credits and Offsets Pool on a “first in, first served” basis based on the time of building permit issuance, and the Credits and Offsets Pool shall have no expiration; but in any event, shall only be applied to the Subject Property until the Credits and Offsets Pool is exhausted. The Tracking Method shall include:
 - i. This Agreement shall establish the total Credits and Offsets Pool of \$1,239,506.54 available as calculated in **Exhibit D**.
 - ii. The Developer will provide an updated tracking letter with each building permit application at the time of each building permit issuance (each, a “**Tracking Letter**”), with such Tracking Letter including:
 1. The currently available Credits and Offsets Pool dollar amount prior to the building permit being issued, and
 2. The amount being requested from the available Credits and Offsets Pool for the building permit, and the project number, and
 3. The Credits and Offsets Pool remaining dollar amount balance. This balance is the basis dollar amount being the next Tracking Letter’s currently available Credits and Offsets Pool dollar amount.

iii. The City will retain a copy of all Tracking Letters.

8. Limitations of Agreement. City and the Developer acknowledge and agree this Agreement is subject to the Roadway Impact Fees Ordinance, as it may be amended, for Roadway Impact Fees only. City ordinances covering impact fees for sanitary sewer and water, property taxes, park dedication and/or payment in lieu of dedication of land, utility rates and the like are not affected by this Agreement.
9. 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 Developer: Sankalp Frontier 28 LP LLC
Mukesh Parna, Owner
5811 Kerry Drive
Frisco, TX 75035
E-mail: mp@sankalpdeveloper.com

With a copy to: Attn: Rob Daake, P.E.
The Law Offices of Robert D. Daake, PLLC.
PO Box 6250
McKinney, TX 75071
E-mail: rob@daake-law.com

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
E-mail: Julie@txmunicipallaw.com

The Parties may change the information set forth above by sending notice of such changes to the other Party as provided in this Section 8.

10. Miscellaneous.

- a. Except as expressly provided for in this Agreement or in other agreements entered into by Developer and the City, Developer shall be subject to all City ordinances

and regulations, including, without limitation, City ordinances covering impact fees for sanitary sewer and water, property taxes, park dedication and/or payment in lieu of dedication of land, building codes, and utility rates, provided however, Developer 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. This Agreement shall be a covenant running with the land and shall be recorded in the real property records of Collin County, Texas.
- 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 by resolution or ordinance 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. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, that the individual executing this Agreement on behalf of Developer has been duly authorized to do so, and that this Agreement is binding upon, and enforceable against, Developer 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 Developer under this Agreement, including without limitation the right to receive impact fee credits and offsets is assignable, in whole or in part, and any assignee (each, an “Assignee”) becomes the Developer 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 Developer 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. Developer 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 impact fee credits and offsets 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 exhausting of the Credits and Offsets Pool as demonstrated by a final Tracking Letter showing a zero balance remaining in the Credits and Offsets Pool, or as otherwise agreed to in writing by the Parties.
- 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: Approved Legacy Frontier Apartments Addition Final Plat

Exhibit B: Subject Property Legal Description

Exhibit C: Roadway Improvements

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

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 ____ day of _____, 2023.

Notary Public

Printed Name: _____

My Commission Expires: _____

Sankalp Frontier 28 LP LLC

By: Mukesh Parna
Title: Owner

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 _____, manager of Sankalp Frontier 28 LP LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2023.

Notary Public

Printed Name: _____

My Commission Expires: _____

Approved Legacy Frontier Apartments Addition Final Plat

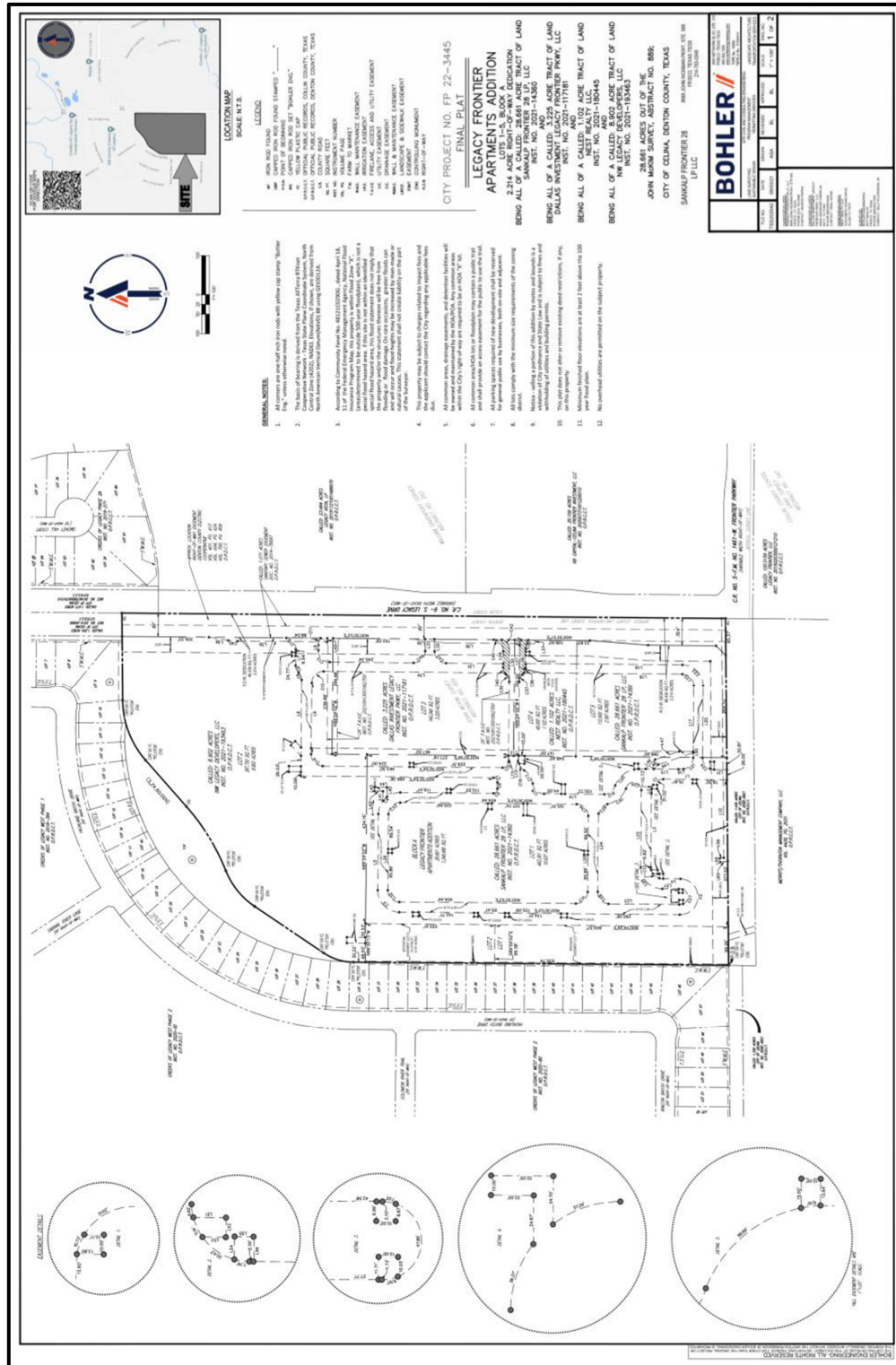


EXHIBIT B
Subject Property Legal Description

BEING a tract of land situated in the City of Celina, Collin County, Texas, a part of the John McKim Survey, Abstract No. 889, being all of a called 28.661 acre tract of land described in a Special Warranty Deed to 28 Frontier Partners, LLC, as recorded in Instrument No. 2017-61624, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a five-eighths inch iron rod with yellow plastic cap stamped "Peleton" found (hereinafter called "iron rod found") at the southwest corner of said 28.661 acre tract of land said iron rod being at the south east corner of Lot 47, Block H of Creeks of Legacy Phase 2, an addition to the City of Celina, as recorded in Instrument No. 2020-80, (O.P.R.C.C.T.), said iron rod being at the northwest corner of a called 1.436 acre tract of land and the northeast corner of a called

1.358 acre tract of land, both described in a Right-Of-Way Dedication to City of Celina, as recorded in Instrument No. 2008-9821 (O.P.R.C.C.T.);

THENCE along the west line of said 28.661 acre tract of land and along the east line of said Creeks of Legacy West Phase 2 as follows:

North 00 degrees 28 minutes 40 seconds East, a distance of 965.96 feet to an iron rod found in the west line of Lot 30, said Block H;

Northeasterly 81.66 feet along a curve to the right, having a central angle of 3 degrees 24 minutes 58 seconds, a radius of 140.00, a tangent of 42.03 feet and whose cord bears North 17 degrees 1 minutes 22 seconds East 80.51 feet to an iron rod found in the east line of Lot 11X, said Block H;

North 3 degrees 53 minutes 58 seconds East, a distance of 214.10 feet to an iron rod found in the west line of said Lot 11X;

Northeasterly 119.79 feet along a curve to the right, having a central angle of 34 degrees 19 minutes 05 seconds, a radius of 200.00, a tangent of 61.75 feet and whose cord bears North 51 degrees 03 minutes 28 seconds East 118.01 feet to an iron rod found in the east line of said Lot 11X;

Northeasterly 194.09 feet along a curve to the left, having a central angle of 19 degrees 40 minutes 58 seconds, a radius of 565.00, a tangent of 98.01 feet and whose cord bears North 58 degrees 22 minutes 30 seconds East 193.14 feet to a one-half inch iron rod with yellow cap stamped "BOHLER ENG" set (hereinafter called "iron rod set") in the west line of said Lot 11X;

North 48 degrees 32 minutes 01 seconds East, a distance of 159.09 feet to an iron rod found in the west line of said Lot 11X;

THENCE Northeasterly 167.94 feet along a curve to the right, having a central angle of 40 degrees 56 minutes 46 seconds, a radius of 235.00, a tangent of 87.74 feet and whose cord bears North 69

degrees 00 minutes 24 seconds East 164.39 feet to an iron rod found at the most northerly west corner of said 28.661 acre tract of land, said iron rod being in the south line of Lot 10, Block Hof Creeks of Legacy Phase 1, an addition to the City of Celina, as recorded in Instrument No. 2018-394, (O.P.R.C.C.T.);

THENCE North 89 degrees 28 minutes 47 seconds East, a distance of 226.89 feet along the north line of said 28.661 acre tract of land to an iron rod set at the northeast corner of said 28.661 acre tract of land said iron rod being at the southeast corner of a called 1.254 acre tract of land described in a Special Warranty Deed to City of Celina, Texas, as recorded in Instrument No. 2014-65868 (O.P.R.C.C.T.), said iron rod being in the west line of a called 1.477 acre tract of land described in a Special Warranty Deed to City of Celina, Texas, as recorded in Instrument No. 20140708000701510 (O.P.R.C.C.T.) and said iron rod being in or near the centerline of Legacy Drive (County Road No. 6);

THENCE South 00 degrees 30 minutes 53 seconds West, a distance of 1,554.26 feet along the east line of said 28.661 acre tract of land and the centerline of Legacy Drive (County Road No. 6) to an iron rod set at the southeast corner of said 28.661 acre tract of land, said point being at the northeast corner of said 1.436 acre tract of land;

THENCE South 89 degrees 28 minutes 49 seconds West, a distance of 893.15 feet along the south line of said 28.661 acre tract of land and the north line of said 1.436 acre tract of land to the **POINT OF BEGINNING** and containing 1,248,486 square feet or 28.661 acre tract of land.

[illegible]

EXHIBIT D
Impact Credit Memo

September 29, 2023

Engineering Department
City of Celina
142 N Ohio Street
Celina, TX 75009

Re: Impact Credit Memo – Legacy Drive, North of Frontier Parkway
On Behalf Of: Legacy Frontier Apartments LP LLC

Engineering Department:

As the property owner's representative, Bohler Engineering TX, LLC ("Bohler") has prepared this Impact Credit Memo based upon the Paving, Drainage & Striping Plans ("Plans") (City Project #21-5955) for Legacy Drive, prepared by Bohler and released for construction by the City of Celina on February 16, 2023 and the City of Celina Credits and Offsets code, § 10.02.071 Credits and offsets ("Code"). Per the Code, a property owner who constructs an area-related facility pursuant to an improvements agreement approved by the City following adoption of this division may be charged reduced impact fees due for the property for that category of capital improvement by the value of such improvement.

Bohler is requesting on behalf of the Owner that the calculations in Table 1 be applied as an Impact Fee Credit for the Roadway Impact Fees assessed with the adjacent private development, Legacy Frontier Apartments (City Project #21-4918). Using the City of Celina's Roadway Impact Fee Update, dated June 2021, Bohler prepared Table 1 calculating the roadway miles, lanes, and total vehicle miles of supply. Table 1 was assembled using the Plans that propose the improvement of two southbound lanes of Legacy Drive from STA 10+00 to STA 26+24 (See Exhibit A). The 1,624 feet of travel lanes is evidenced in Table 1 as the roadway miles.

ROADWAY SECTION AND PROJECT NUMBER FROM IMPACT FEE STUDY	ROADWAY MILES	LANES	LANE MILES	ROADWAY TYPE VEHICLE MILE PER LANE-MILE CAPACITY	TOTAL VEHICLE-MILES OF SUPPLY
LEGACY DRIVE NORTH FROM FRONTIER PARKWAY TO APPROX. 0.10 MILES SOUTH OF CLEAR CREEK PKWY. PLANNED P4D STREET SECTION, ULTIMATELY P6D. PROJECT 5-30	0.308	2	0.615	650 AS DESIGNED, 750 ULTIMATE CONDITION	400 AS APPROVED 461 IN ULTIMATE BUILDOUT

Table 1

Per the Code, the City includes an assumed cost of the roadway of \$1,695,000(See Exhibit B). From Exhibit B, the assumed cost to construct an additional 2 lanes for 2,220 linear feet is assumed to be \$2,015,457.79 per lane mile. Based on the Plans, *Table 1*, and an Owner's estimate based upon contractor bidding (Exhibit C), the actual estimated costs are \$2,510,042.21. The total in Exhibit C is subject to change upon final invoicing, but is based on the Plans and actual contractor bids received on Exhibit A obtained by the Owner. From Exhibit C, the actual contractor estimated cost per lane mile is \$4,081,369.45. In comparison of the contractor pricing estimate to the City assumed pricing, the City Code estimate pricing is lesser by approximately 49.4%. Based on the lower City assumed lane mile costs, an eligible credit to be applied would be 1,239,506.54, as credit to the Legacy Frontier Apartments Addition.

Should the City have promulgated administrative guidelines for calculating credits and offsets, Bohler respectfully requests a copy of said administrative guidelines. Per the Code, "the amount of a credit shall be determined pursuant to rules established in this section or pursuant to administrative guidelines promulgated by the City." Should other rules and calculations be absent, the City's Roadway Impact Fee study section assumed costs, and the developer's construction cost estimate are being used as provided for in the City Code. Per City Code, "the unit costs used to calculate offsets and credits shall not exceed those assumed for the capital improvements included in the impact fees capital improvements plan for the category of facility for which the impact fee is imposed, nor shall the amount of the offset or credit exceed the actual costs of constructing a capital improvement."

The credits and offsets would be established for all five lots within the Legacy Frontier Apartments Addition as shown on the approved Final Plat (FP 22-3445, Exhibit D). The credits and offsets would be eligible for the lots once they are filed, whether individually or together, and the credits and offsets would be available for any subsequent lot being final platted until they are exhausted. The credits and offsets would be available to draw against at the time of building permit for each lot. The City of Celina will provide a letter to the building permit applicant at the time of each building permit tracking the available credits and offsets for the Legacy Frontier Apartments Addition, the credits and offsets being drawn down by the permit, and the remaining credit and offset balance remaining. The City of Celina will retain a copy of these letters which shall be available upon request.

We look forward to working with the City on this Impact Fee Credit. Please contact Bohler with any questions you may have. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mathias Haubert', with a long horizontal flourish extending to the right.

Mathias Haubert, PE
mhaubert@bohlereng.com
469-458-7300

Exhibit B

City of Celina
2020 Roadway Impact Fee
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.
 updated: 5/17/2021

Project Information:		Description:	Project No.	5-30,6-35	
Name:	LEGACY DR		This project consists of the construction of two additional lanes to complete a four-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial.		
Limits:	CLEAR CREEK PKWY TO FRONTIER PKWY				
Impact Fee Class:	P6D (1/2)				
Existing Lanes:	2UD				
Length (lf):	2,220				
Service Area(s):	5, 6				
Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
105	Unclassified Street Excavation	3,823	cy	\$ 8.00	\$ 30,587
205	8" Lime Stabilized Subgrade @ 100 lbs/sy	15,293	sy	\$ 5.00	\$ 76,467
305	10" Concrete Pavement w/ 6" Curb	6,907	sy	\$ 50.00	\$ 345,333
405	4" Topsoil	0	sy	\$ 4.50	\$ -
505	5" Concrete Sidewalk	22,200	sf	\$ 3.75	\$ 83,250
605	Moisture Conditioning	7,647	sy	\$ 8.00	\$ 61,173
705	Street Lighting	2,220	lf	\$ 70.00	\$ 155,400
Paving Construction Cost Subtotal:					\$ 752,210
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
√	Prep ROW		8%	\$	60,177
√	Traffic Control	Construction Phase Traffic Control	3%	\$	22,566
√	Pavement Markings/Signs		4%	\$	30,088
√	Roadway Drainage	Standard Internal System	25%	\$	188,053
	Special Drainage Structures	None Anticipated	\$0	\$	-
√	Water	Minor Adjustments	5%	\$	37,611
√	Sewer	Minor Adjustments	2%	\$	15,044
√	Establish Turf / Erosion Ctrl / Landscaping		6%	\$	45,133
	Other:		-	\$	-
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	398,671
Paving and Allowance Subtotal:				\$	1,150,881
Construction Contingency:				15%	\$ 172,632
Construction Cost TOTAL:				\$	1,324,000
Impact Fee Project Cost Summary					
Item Description		Notes:	Allowance	Item Cost	
Construction:			-	\$	1,324,000
Engineering/Survey/Testing:			18%	\$	238,320
Previous City contribution					
Other					
ROW/Easement Acquisition:		Existing Roadway Alignment	10%	\$	132,400
Impact Fee Project Cost TOTAL:				\$	1,695,000

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Celina.
 The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.

Exhibit C

CELINA - LEGACY DRIVE BUDGET			
Project :	LEGACY DRIVE IMPROVEMENTS	Date:	1/20/2023
Location	CELINA, TX	Lots:	N/A
		Total Acreage:	3.39

SECTION I - ENGINEERING, CONSULTING, AND FEES

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST	COMMENTS
1	Construction Staking	1	LS	\$40,000.00	\$40,000.00	
2	Civil Design	1	LS	\$33,190.00	\$33,190.00	
3	Construction Management	\$1,990,719.39	%	5%	\$99,535.97	Excavation, Water, Storm
4	City - Inspection Fees	\$1,181,771.94	%	3.5%	\$41,362.02	Water, Storm, Paving
5	City - Permit Fees	1	LS	\$46,276.18	\$46,276.18	City of Celina permit fees (Paid \$2904.91+\$43,371.27)
6	City - Final Plat Fee	1	LS	\$1,500.00	\$1,500.00	City of Celina
7	CMT	1	LS	\$26,273.00	\$26,273.00	Excavation, Water, Storm EWI Proposal
8	Final Geotech Report	1	LS	\$3,000.00	\$3,000.00	EWI Proposal
				TOTAL COSTS	\$291,137.17	

SECTION II - EXCAVATION

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST	COMMENTS
1	EXCAVATION (INCLUDING DIRT IMPORT)	14,750	C.Y.	\$21.00	\$309,750.00	Maria Sinacola
2	MOISTURE CONDITIONING	11,125	C.Y.	\$4.70	\$52,287.50	Maria Sinacola
3	10 MIL POLY AT BOC	25,200	S.F.	\$0.20	\$5,040.00	Maria Sinacola
				TOTAL COSTS	\$367,077.50	

SECTION III - WATER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST	COMMENTS
1	CONNECT TO EXISTING	3	EA	\$1,612.50	\$4,837.50	E3
2	6" PVC (WITH FITTINGS)	315	LF	\$70.25	\$22,128.75	E3
3	12" GATE VALVE	3	EA	\$5,287.50	\$15,862.50	E3
4	150 PSI STEEL ENCASEMENT PIPE	312	LF	\$88.00	\$27,456.00	E3
5	FIRE HYDRANT ASSEMBLY	3	EA	\$9,105.00	\$27,315.00	E3
6	2" IRRIGATION SERVICE	3	EA	\$1,950.00	\$5,850.00	E3
7	TRENCH SAFETY	315	LF	\$3.70	\$1,165.50	E3
8	TESTING & CHLORINATION	315	LF	\$9.88	\$3,112.20	E3
9	MAINTENANCE BOND	1.00	LS	\$1,312.50	\$1,312.50	E3
10	MOBILIZATION	1	LS	\$3,750.00	\$3,750.00	E3
TOTAL WATER:				TOTAL COSTS	\$112,789.95	

SECTION IV - STORM SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST	COMMENTS
1	CONNECT TO EXISTING	2	EA	\$1,205.00	\$2,410.00	E3
2	21" DIA. RCP (CL III)	143	LF	\$145.65	\$20,827.95	E3
3	10" RECESSED CURB INLET	2	EA	\$8,350.00	\$16,700.00	E3
4	TRENCH SAFETY	143	LF	\$3.28	\$469.04	E3
5	MAINTENANCE BOND	1	LS	\$625.00	\$625.00	E3
6	TESTING - TV STORM	1	LS	\$1,375.00	\$1,375.00	E3
TOTAL STORM SEWER:				TOTAL COSTS	\$42,406.99	

SECTION V - PAVING

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST	COMMENTS
1	10" REINFORCED CONC. PAVING (W/CURB)	7,425	SY	\$91.00	\$675,675.00	SINACOLA BID
2	10" REINFORCED CONC. PAVING (W/CURB)	1,500	SY	\$91.00	\$136,500.00	*POSSIBLE ADDER, 1500 SY PAVING
3	6" REINFORCED CONCRETE (STAMPED MEDIAN NOSES)	70	SY	\$300.00	\$21,000.00	SINACOLA BID
4	8" SUBGRADE PREPARATION	7,980	SY	\$5.00	\$39,900.00	SINACOLA BID
5	8" SUBGRADE PREPARATION	1,500	SY	\$5.00	\$7,500.00	*POSSIBLE ADDER, 1500 SY PAVING
6	HYDRATED LIME (36#/SY)	144	TON	\$310.00	\$44,640.00	SINACOLA BID
7	HYDRATED LIME (36#/SY)	27	TON	\$310.00	\$8,370.00	*POSSIBLE ADDER, 1500 SY PAVING
8	TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000.00	SINACOLA BID
9	STREET SIGNS	11	EA	\$3,000.00	\$33,000.00	SINACOLA BID
10	STRIPING AND PAVEMENT MARKINGS	1	LS	\$9,000.00	\$9,000.00	SINACOLA BID
11	TYPE I-C RAISED PAVEMENT MARKERS	28	EA	\$6.50	\$182.00	SINACOLA BID
12	PAVEMENT REPAIR FOR UTILITIES	458	LF	\$76.00	\$34,808.00	
13	MAINTENANCE BOND	1	LS	\$11,000.00	\$11,000.00	SINACOLA BID
TOTAL PAVING:				TOTAL COSTS	\$1,026,575.00	

SECTION VI - EROSION CONTROL

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST	COMMENTS
1	4" Curlex	0	L.F.	\$0.75	\$0.00	
2	Wire-Back Silt Fence	1,580	LF	\$1.75	\$2,765.00	BM PROPOSAL
3	10" Curb Inlet Protection	4	EA	\$150.00	\$600.00	BM PROPOSAL
4	Construction Entrance	1	EA	\$3,250.00	\$3,250.00	BM PROPOSAL
5	Seed Disturbed Areas	2	AC	\$375.00	\$562.50	BM PROPOSAL
6	Erosion Control Maintenance	24	WKS	\$500.00	\$12,000.00	BM PROPOSAL
7	SWPPP	1	LS	\$1,235.00	\$1,235.00	STORMCON
8	SWPPP INSPECTIONS	24	WKS	\$75.00	\$1,800.00	STORMCON
TOTAL EROSION CONTROL:				TOTAL COSTS	\$22,212.50	

SECTION VII - LANDSCAPE/IRRIGATION

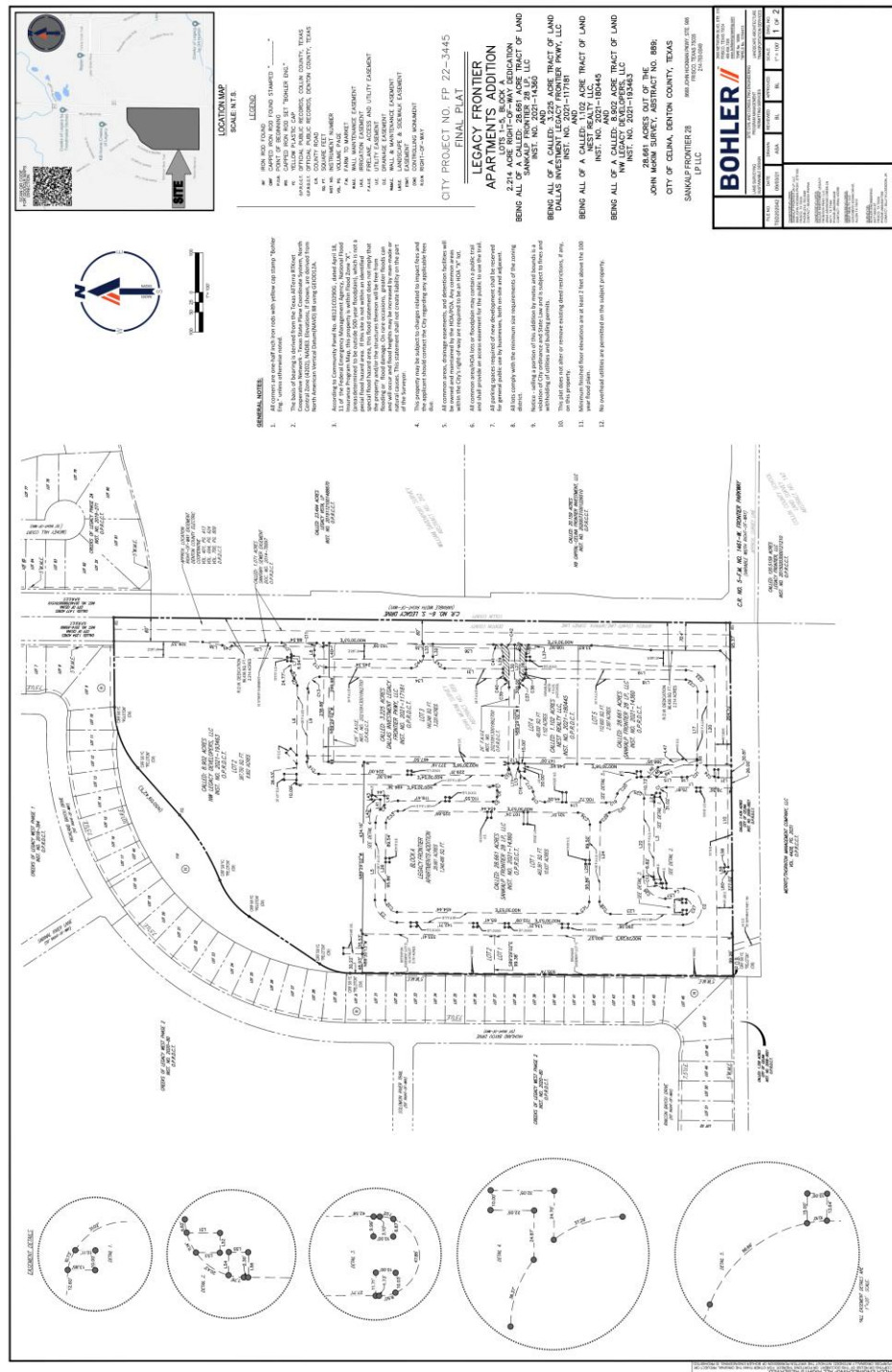
ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST	COMMENTS
1	WATER METER	3	LS	\$17,600.00	\$52,800.00	
2	IRRIGATION	1	EA	\$57,326.03	\$57,326.03	Landart America
3	LANDSCAPE	1	EA	\$104,837.30	\$104,837.30	Landart America
4	General Conditions	1	LS	\$1,294.12	\$1,294.12	Landart America
TOTAL LANDSCAPE/IRRIGATION:				TOTAL COSTS	\$216,257.45	
				TOTAL HARD COSTS	\$2,078,456.56	

SECTION VIII - MISCELLEANEOUS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST	COMMENTS
1	DEMOLITION	1	LS	\$25,000.00	\$25,000.00	SINACOLA BID
2	LOW-VOLTAGE DEMO	1	LS	\$7,500.00	\$7,500.00	
3	STREET LIGHT FIXTURES	10	EA	\$7,000.00	\$70,000.00	
4	STREET LIGHT INSTALLATION	10	EA	\$9,250.00	\$92,500.00	
5	METAL BEAM BARRICADE	2	EA	\$1,200.00	\$2,400.00	SINACOLA BID
6	TRAFFIC BARRICADE	2	EA	\$3,000.00	\$6,000.00	SINACOLA BID
				TOTAL COSTS	\$203,400.00	

DEVELOPMENT COSTS	\$2,281,856.56
10% CONTINGENCY	\$228,185.66
TOTAL DEVELOPMENT COSTS:	\$2,510,042.21

Exhibit D





Life Connected.

EDC
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Melissa Thomas
CC: Karla Stovall, Interim City Manager
Date: December 12, 2023
Re: Separation Agreement - EDC

Action Requested:

Consider and act to approve a Separation Agreement and General Release by and between the Celina Economic Development Corporation and the Executive Director. (Thomas)

Background Information:

On December 5, 2023, Alexis Jackson, Executive Director, tendered her resignation to the Celina Economic Development Corporation Board of Directors.

Legal Review:

N/A

Supporting Documents:

None

Financial Consideration:

N/A

Staff Recommendation:

N/A



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: December 12, 2023
Re: Interlocal Agreement with Texas Parks and Wildlife Department for Grant Funding

Action Requested:

Consider and act to authorize the Interim City Manager to execute an agreement with the Texas Parks and Wildlife Department for grant funding in an amount of \$750,000.00 for the construction of the Old Celina Park Playground. (Glasgow)

Background Information:

In September 2021, the City Council approved a Resolution for the City to submit a grant application to Texas Parks and Wildlife Department's (TPWD) Local Park Grant Program to assist with funding the Old Celina Park Playground. The City was awarded a \$750,000.00 grant that is federally funded. The federal funds have been released to TPWD and the attached agreement will facilitate the disbursement of funds to the playground project.

Legal Review:

N/A

Supporting Documents:

1. TPWD Grant Agreement - Signature Required
2. Attachment B - Project Boundary Map - Signature Required
3. Attachment C - Certificate of Land Dedication - Signature Required
4. Certificate Regarding Lobbying - Signature Required
5. Construction Assurances - Signature Required

Financial Consideration:

Project currently partially funded with 2021 bonds.

Staff Recommendation:

Staff recommends approval.

TEXAS PARKS AND WILDLIFE

Recreation Grant Agreement Federal Sub-Award

TPWD P.O. Number: CA-0005736

Project Number: 48-01242

Sponsor Name: City of Celina

Project Name: Old Celina Park Phase II

Federal Award Identification Number (FAIN): P23AP00725

Sponsor Unique Entity Identifier: ECB2PL4GJNL7

Catalogue of Federal Domestic Assistance Number (CFDA): 15.916

Agreement Term / Period of Performance: 10/01/2023 - 09/30/2026

Federal Share: \$750,000.00

Sponsor Share: \$750,000.00

Total Project Cost: \$1,500,000.00

SECTION 1 - PROJECT DESCRIPTION AND LOCATION

This subaward agreement (Grant Agreement) is entered into by the Texas Parks and Wildlife Department (Department), and the City of Celina (Sponsor). This sub-award is funded through Texas Parks and Wildlife Department issued to the Department on 09/24/2023

The scope of this Grant Agreement includes:

The City of Celina will improve 63.7-acre Old Celina Park by hiring Professional Services (Engineering and Design) and constructing Inclusive Playground Equipment, Picnic Pavilions with Shade Structures, Sports Courts, Native Tree Planting and Landscaping, and Program and Interpretive Signage.

Old Celina Park is located at 12670 FM428, Celina, TX 75009.

Build America, Buy America: As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all sub awards, including all contracts and purchase orders for work or products under this program. The attached Federal Agreement can be referenced for additional information.

This sub-award is not for research and development.

SECTION 2 - SPECIAL CONDITIONS APPLICABLE TO THIS AGREEMENT

N/A

SECTION 3 - PRE-AWARD INCURRENCE OF COSTS

The Recipient is authorized for reimbursement of, or use as match, costs up to \$160,714.00 incurred on or after 04/28/2020. Pre-award costs must be allowable, allocable, and reasonable under the terms and

conditions of this Agreement and in accordance with the approved project budget. These costs must be charged to the initial budget period of the award and in accordance with the approved cost-share ratio.

SECTION 4 - APPROVED INDIRECT COST RATE

N/A

SECTION 5 - KEY OFFICIALS

Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

FOR TEXAS PARKS AND WILDLIFE DEPARTMENT:

Dana Lagarde
Director of Recreation Grants
4200 Smith School Road
Austin, Texas 78744
(512)389-8224
Dana.Lagarde@tpwd.texas.gov

Grant Manager:

Dan Reece
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
dan.reece@tpwd.texas.gov

Grant Coordinator:

Matthew Mears
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
matthew.mears@tpwd.texas.gov

FOR PROJECT SPONSOR:

Official Point of Contact

Kimberly Brawner
Assistant City Manager - Public Services
142 N Ohio
Celina, Texas, 75009
(972) 382-2682
kbrawner@celina-tx.gov

Project Coordinator

Janet Musolf
Grant Manager
2807 Allen Street, Suite 2050
Dallas, Texas, 75204
(330) 301-3184

Fiscal Contact

Kimberly Brawner
Assistant City Manager - Public Services
142 N Ohio
Celina, Texas, 75009
(972) 382-2682
kbrawner@celina-tx.gov

SECTION 6 - AWARD AND PAYMENT

- A. The Department will provide funding to the Sponsor in an amount not to exceed \$750,000.00 for the project described under Project Description and Location above and in accordance with the Department-approved budget summary attached.
- B. The Sponsor shall obtain prior approval from the Department for budget and program revisions, and shall request reimbursement via payment in accordance with the most current version of the Instructions for Approved Projects Recreation Grant Programs on form PWD BK P4000-1146.
- C. In order to receive a financial assistance award and to ensure proper payment, it is required that Sponsor maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Grant Agreement and/or any other financial assistance or procurement documents the Sponsor may have with the Federal government.
- D. Expenses charged against awards under the Grant Agreement, unless approved in Section 3, may not be incurred prior to the beginning of the Grant Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Department Key Officials. The Sponsor shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- E. Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- F. The Sponsor must meet their cost share commitment over the life of the award, as specified in section 2 of this agreement. Non-federal cost-share is required for costs incurred under this Grant Agreement.

SECTION 7 - MODIFICATION, REMEDIES FOR NON-COMPLIANCE TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the Department and the authorized representative of Sponsor.
- B. Additional conditions may be imposed by the Department if it is determined that the Sponsor is non-compliant with the terms and conditions of this agreement.
- C. The Department may suspend program assistance under the project pending corrective action by the Sponsor or pending a decision to terminate the grant by the Department.
- D. The Sponsor may unilaterally terminate the project prior to the first payment on the project or within 90 days of the TPWD Approval Date, whichever occurs earlier. After the initial payment, the project may be terminated, modified, or amended by the Sponsor only by agreement with the Department.
- E. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the Sponsor has failed to comply with the conditions of the grant. The Department will promptly notify the Sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- F. The Department or Sponsor may terminate grants in whole, or in part, at any time before the date of

completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portions to be terminated. The Sponsor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the Sponsor for the State/Federal share of the non-cancelable obligations, property incurred by the Sponsor, pending written receipt of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

- G. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Sponsor and the Department, or that all funds provided by the Department be returned.
- H. If the Sponsor does not comply with provisions as set forth in the grant agreement and the Recreation Grants Manual regarding both active project compliance and compliance at previously assisted grant sites, the following actions may be taken:
 - 1. The Department may withhold payment to the Sponsor;
 - 2. The Department may withhold action on pending projects proposed by the Sponsor

SECTION 8 - CLOSEOUT

Sponsor will follow closeout procedures in the Instructions for Approved Projects Recreation Grant Programs PWD BK P4000-1146.

SECTION 9 - TERMS OF ACCEPTANCE

By accepting funds under this grant, the Sponsor agrees to comply with the terms and conditions of this Grant Agreement, and the terms and conditions of all attachments that are applicable to the Sponsor. Sponsor also agrees to comply with assurances and certifications made in its approved grant application submitted via Recreation Grants Online, and applicable federal statutes, regulations and guidelines. Sponsor agrees to fulfill the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Signature Authority

The person or persons signing this Grant Agreement on behalf of the Sponsor hereby warrant and guarantee that they are duly authorized by the Sponsor to execute this Grant Agreement on behalf of the Sponsor and to validly and legally bind the Sponsor to all the terms of this agreement.

Entire Agreement; Modifications Must Be in Writing

This Grant Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered unless with prior written approval by both parties.

Venue; Governing Law

This Grant Agreement shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

SECTION 10 – ATTACHMENTS INCORPORATED BY REFERENCE

The Federal regulations titled “2 CFR, Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>)

The following completed documents are attached to and made part of this Agreement:

Budget Summary

Project Boundary Map (signature required)

Certificate of Land Dedication (signature required)

TPWD Resource Review

THC Review

Instructions for Approved Projects

Federal Agreement

Assurances for Federal Sub-awards

Local Park Grant Manual

Certificate Regarding Lobbying (signature required)

Construction Assurances

Texas Grant Management Standards

SECTION 11 – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

TEXAS PARKS AND WILDLIFE DEPARTMENT

Signature: Dana Lagarde

Date: 11/08/2023

SAM Date/Initials: 11/07/2023 / M.M.

Federal Aid Date/Initials: 09/28/2023 / A.F.

City of Celina

Name: _____

Title: _____

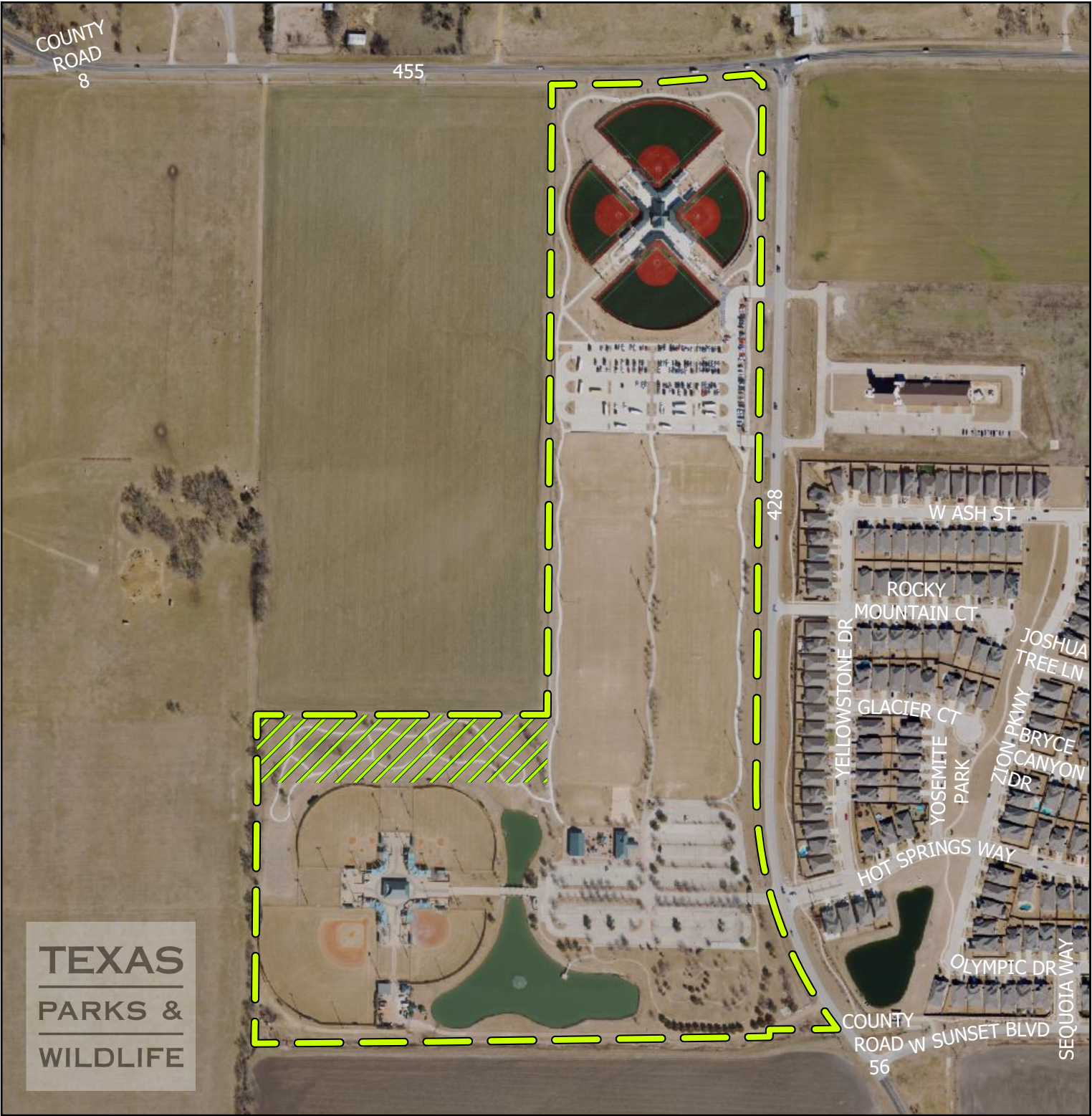
Signature: _____

Date: _____

Attachment B

Project Boundary Map

Signature Required



Spatial Reference: WGS 1984 Web Mercator Auxiliary Sphere

Date: 9/25/2023

Official Boundary Map | Local Park Grants Program | Texas Parks & Wildlife

Project Information

Project Number: 48-01242

Project Name: City of Celina - Old Celina Park

Dedicated Open Space/Natural Area Acres: 5.00

Acquisition Acres: N/A

Total Acres: 63.794

Address: 12670 FM428, Celina, TX 75009

County: Collin

Coordinates: 33.317865, -96.801476

05001,000

Feet

↑

2

Legend

Open Space Boundary

Property Boundary

Dan Reece

Local Park Grants Program - Manager

City of Celina

Signature pending federal agreement;
To be signed by subrecipient official authorized by resolution.

Printed Name and Title

Signature and Date

This project has been funded through the Land & Water Conservation Fund. Land identified on this official map is protected as parkland in perpetuity.

Attachment C

CERTIFICATE OF LAND DEDICATION

Signature Required

TEXAS PARKS AND WILDLIFE DEPARTMENT
CERTIFICATE OF LAND DEDICATION FOR PARK USE

Land and Water Conservation Fund

This is to certify that a permanent record shall be kept in the **City of Celina** public property records and be made available for public inspection to the effect that the property described in the scope of the Grant Agreement for **Old Celina Park Phase II, Project Number 48-01242**, and the dated project boundary map made part of that Agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public recreation use without the written approval of the Texas Parks and Wildlife Department.

City of Celina

Sponsor (Political Subdivision)

By

Name, Title

Date

To view the full contents of this document, you need a later version of the PDF viewer. You can upgrade to the latest version of Adobe Reader from www.adobe.com/products/acrobat/readstep2.html

For further support, go to www.adobe.com/support/products/acrreader.html

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE
APPLICANT ORGANIZATION 	DATE SUBMITTED

SF-424D (Rev. 7-97) Back



Life Connected.

Fire
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Mark Metdker, Fire Chief
CC: Karla Stovall, Interim City Manager
Date: December 12, 2023
Re: Interlocal Agreement Fire Services between City of Celina and Denton County

Action Requested:

Consider and act to authorize an Interlocal Agreement for fire protection services between the City of Celina and Denton County. (Metdker)

Background Information:

On October 31, 2023, Denton County Commissioners Court approved the Fire/Ambulance budget for fiscal year 2024. As such, please find attached herein the original Interlocal Cooperation Agreements and Exhibits for Fire Protection Services and/or Ambulance Services between the City of Celina and Denton County.

Legal Review:

N/A

Supporting Documents:

1. 2023-2024 Celina Ambulance
2. 2023-2024 Celina Fire
3. Exhibit A - EMS
4. Exhibit A - Fire

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

THE COUNTY OF DENTON

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CITY OF CELINA
AMBULANCE SERVICES

STATE OF TEXAS

INTERLOCAL COOPERATION AGREEMENT
AMBULANCE SERVICE

THIS AGREEMENT, which has an effective date of October 1, 2023, is made and entered into by and between Denton County, Texas (“the **COUNTY**”), and the City of Celina, Texas (“the **AGENCY**”).

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of ambulance services and related services for the benefit of the citizens of the City of Celina; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** desires to obtain emergency ambulance and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY**; and

WHEREAS, the **COUNTY** desires to enter into an exclusive agreement with the **AGENCY** to provide efficient emergency ambulance service; and

WHEREAS, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating and maintaining emergency ambulance services in the County; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

NOW THEREFORE, the **COUNTY** and the **AGENCY**, in consideration of the mutual promises, covenants, and Agreements stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2023, and ending on September 30, 2024.

II.
DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact, exists is solely up to the discretion of the **AGENCY**. For dispatch purposes only, "emergency" shall include, but not be limited to:
 - 1. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to a place where emergency medical treatment may be obtained; or
 - 2. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to the closest medical facility.
- B. "Rural area" means any area within the boundaries of the **COUNTY**, but outside the corporate limits of all incorporated cities, towns and villages within the **COUNTY**.
- C. "Urban area" means any area within the corporate limits of an incorporated city, town or village within the **COUNTY**.
- D. "Emergency ambulance call" means a response to a request for ambulance service by the personnel of the **AGENCY** in a situation involving an emergency, as defined above, by an ambulance vehicle. A single response to a call may involve the transportation of more than one person at a time, but shall be considered as only one call.

III. **SERVICES**

The services to be rendered under this Agreement by the **AGENCY** are the ambulance services normally rendered by the **AGENCY** to citizens of City of Celina in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

It is recognized that the officers and employees of the **AGENCY** have the duty and responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**. In the performance of these duties and responsibilities, it shall be within the sole responsibility and discretion of the officers and employees of the **AGENCY** to determine priorities in the dispatching and use of such equipment and personnel and the judgment of the officer or employee shall be final.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide for the immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement.

IV. **PERFORMANCE OF SERVICES**

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

V.
COMPENSATION

COUNTY agrees to pay to the **AGENCY** an estimated fee of \$2,826.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .4601 per capita; said sum computes to \$670.34.
2. A fixed sum of \$254.7139 per ambulance transport for an estimated maximum amount of \$0.00. Said sum is based upon 0 transports made by **AGENCY** in fiscal year 2023.
2. A fixed sum based on 2.89 rural miles in the agreed operating territory; said sum computes to \$2,156.03.

The first and third sums are based upon population and mileage figures obtained from the North Central Texas Council of Governments. The second sum is based upon the definition of an “ambulance call” for purposes of this Agreement. Payment shall not be allowed for any instance in which a patient is not transported. Consistent with the reporting procedures described below, the **AGENCY** shall receive payment for transporting the patient regardless of the service delivery area in which the call originated.

Each emergency transport made shall be submitted on the standardized ambulance transportation reporting form approved and provided by the **COUNTY**. It shall be the responsibility of the **AGENCY** to fully complete the forms and to provide complete and accurate patient information. A list of emergency transports shall be submitted monthly by the **AGENCY**. Emergency transport forms not timely submitted shall not be considered for payment. Completed emergency transport forms may be submitted by personal delivery, U.S. Mail, facsimile or email to the office of the Denton County Fire Marshal. The date of submission shall be the date the fully documented request is received in said office.

VI.
FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VII.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

XI.
TERMINATION

This Agreement may be terminated at any time by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated for reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII. **GOVERNMENTAL IMMUNITY**

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendering of ambulance services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent permitted under the law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

XIII. **ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations, representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIV. **LAW OF CONTRACT**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XV. **SEVERABILITY**

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions of this Agreement shall remain valid and in full force and effect to the fullest extent possible.

XVI. **AUTHORITY**

The undersigned officer or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties.

XVII.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED this _____ day of _____, 20____.

COUNTY:

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

AGENCY:

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

By: _____
Andy Eads
Denton County Judge

By: _____
Name _____
Title _____

ATTEST:

By: _____
Denton County Clerk

APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshal

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Denton County under this Agreement.

Denton County Auditor

THE COUNTY OF DENTON

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CITY OF CELINA
FIRE DEPARTMENT

STATE OF TEXAS

INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION SERVICES

THIS AGREEMENT, which has an effective date of October 1, 2023, is made and entered into by and between Denton County, Texas (“the **COUNTY**”), and the City of Celina Fire Department (“the **AGENCY**”).

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services and related services for the benefit of the citizens of the City of Celina; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352, and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2023, and ending September 30, 2024.

II.
SERVICES

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services normally rendered by the **AGENCY** to citizens of the City of Celina in circumstances of emergency, but which services will now be extended to all citizens of the

COUNTY residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in “Exhibit A,” attached hereto and incorporated herein by reference. These services are rendered in consideration of the basic funding and the separate per call fee set forth in this Agreement for the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire prevention, extinguishment, safety and rescue services. The services to be rendered are as follows:

- A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.
- B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as “*Celina*” as set out in Exhibit "A".
- C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).
- D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY**'s incorporated area upon request of the **AGENCY**.
- E. The **AGENCY** shall submit monthly statements on the Texas Fire Incident Reporting System's standardized forms to the Denton County Fire Marshal, 3900 Morse St., 2nd Floor, Denton, Texas 76208. This form will serve as the billing statement to the **COUNTY** for reimbursement of calls made in the unincorporated area. The Denton County Fire Marshal shall provide the forms upon request from the **AGENCY**.
- F. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, except as otherwise determined by the Denton County Fire Marshal, to determine priorities in the dispatching and use of the **AGENCY**'s equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

III. **PERFORMANCE OF SERVICE**

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

IV. **COMPENSATION**

The **COUNTY** agrees to pay to the **AGENCY** for the full performance of services as provided in this Agreement the sum of **\$10,000.00**, payable upon execution of this Agreement, and further agrees to pay the sum of **\$700.00** per fire call in the designated unincorporated areas of the **COUNTY** from October 1, 2023, to September 30, 2024. The **COUNTY** anticipates the **AGENCY** to run approximately **0** fire call for a total funding of **\$0.00** for fire calls. The total payments by the **COUNTY** to the **AGENCY** pursuant to this Agreement are estimated to be **\$10,000.00**. The **COUNTY** will make no payment to the **AGENCY** for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

V. **FINANCIAL RECORDS**

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VI.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

VIII.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

IX.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

X.
TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to the termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XI. GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XII. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIII. LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XIV. SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV. AUTHORITY

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

XVI.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED this _____ day of _____, 20____.

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

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

By _____
Andy Eads
Denton County Judge

By _____
Name _____
Celina Fire Chief

ATTEST:

APPROVED AS TO CONTENT:

By: _____
Denton County Clerk

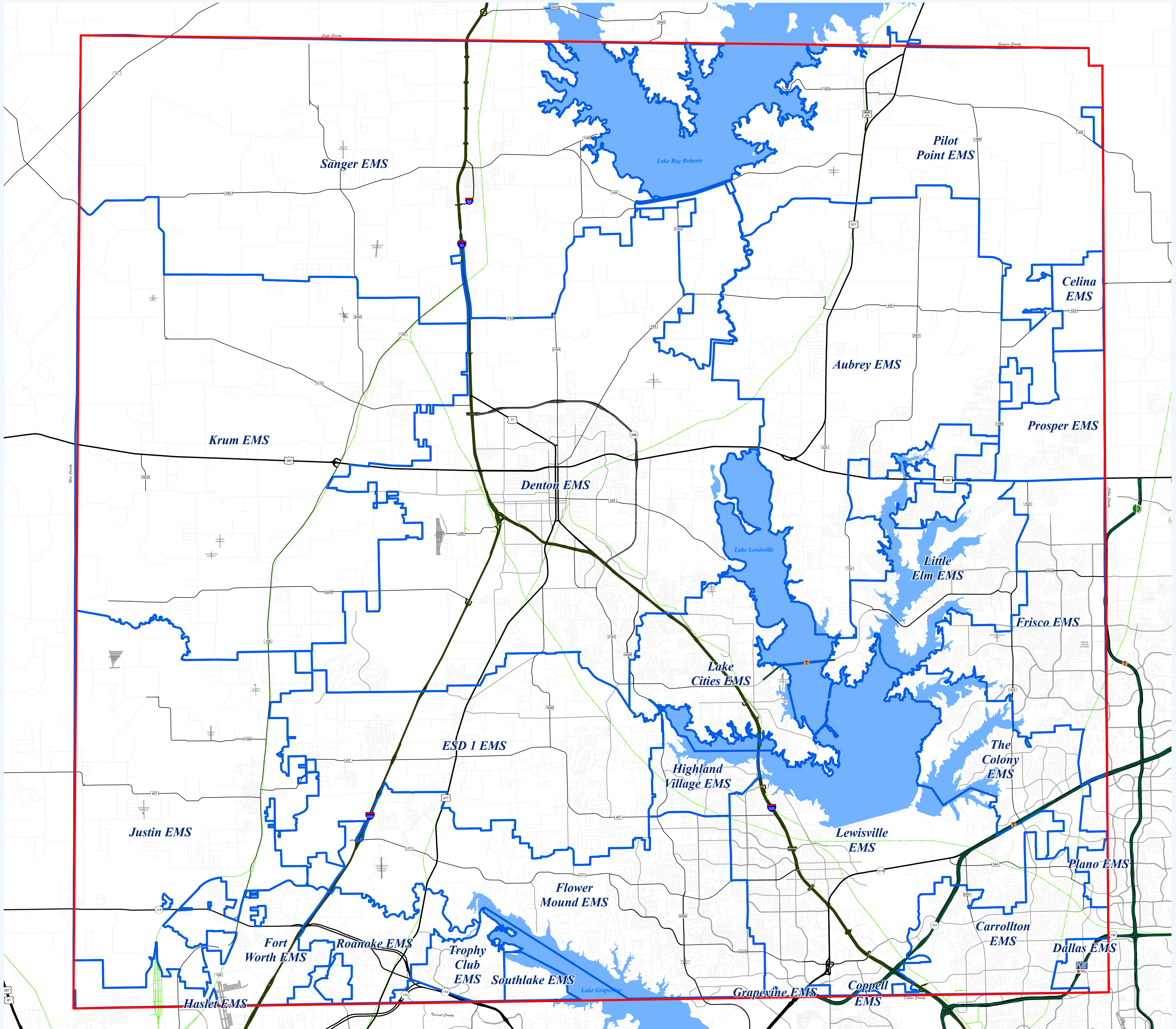
By: _____
Denton County Fire Marshal

AUDITOR'S CERTIFICATE

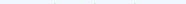
I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Denton County under this Agreement.

Denton County Auditor

Exhibit A - EMS



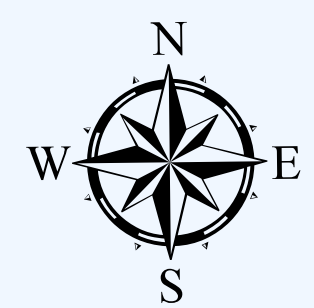
Andy Eads - County Judge
Ryan Williams - Commissioner Precinct 1
Kevin Falconer - Commissioner Precinct 2
Bobbie J. Mitchell - Commissioner Precinct 3
Dianne Edmondson - Commissioner Precinct 4

- | | | | |
|---|---------------------|---|-----------------|
|  | INTERSTATE |  | RAILROADS |
|  | U.S. HIGHWAY |  | AIRPORTS |
|  | STATE HIGHWAY |  | LAKES & PONDS |
|  | FARM TO MARKET | | |
|  | MAJOR THOROUGHFARES | | |
|  | MINOR ROADS |  | County Boundary |

City Population

Denton	> 100,000
Lewisville	40,000- 100,000
Corinth	10,000- 39,999
Sanger	2,000- 9,999
Ponder	< 2,000

NAD 1983 StatePlane
(Zone 5351)
Texas North Central
Lambert Conformal Conic



1:100,000
October 17, 2023

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

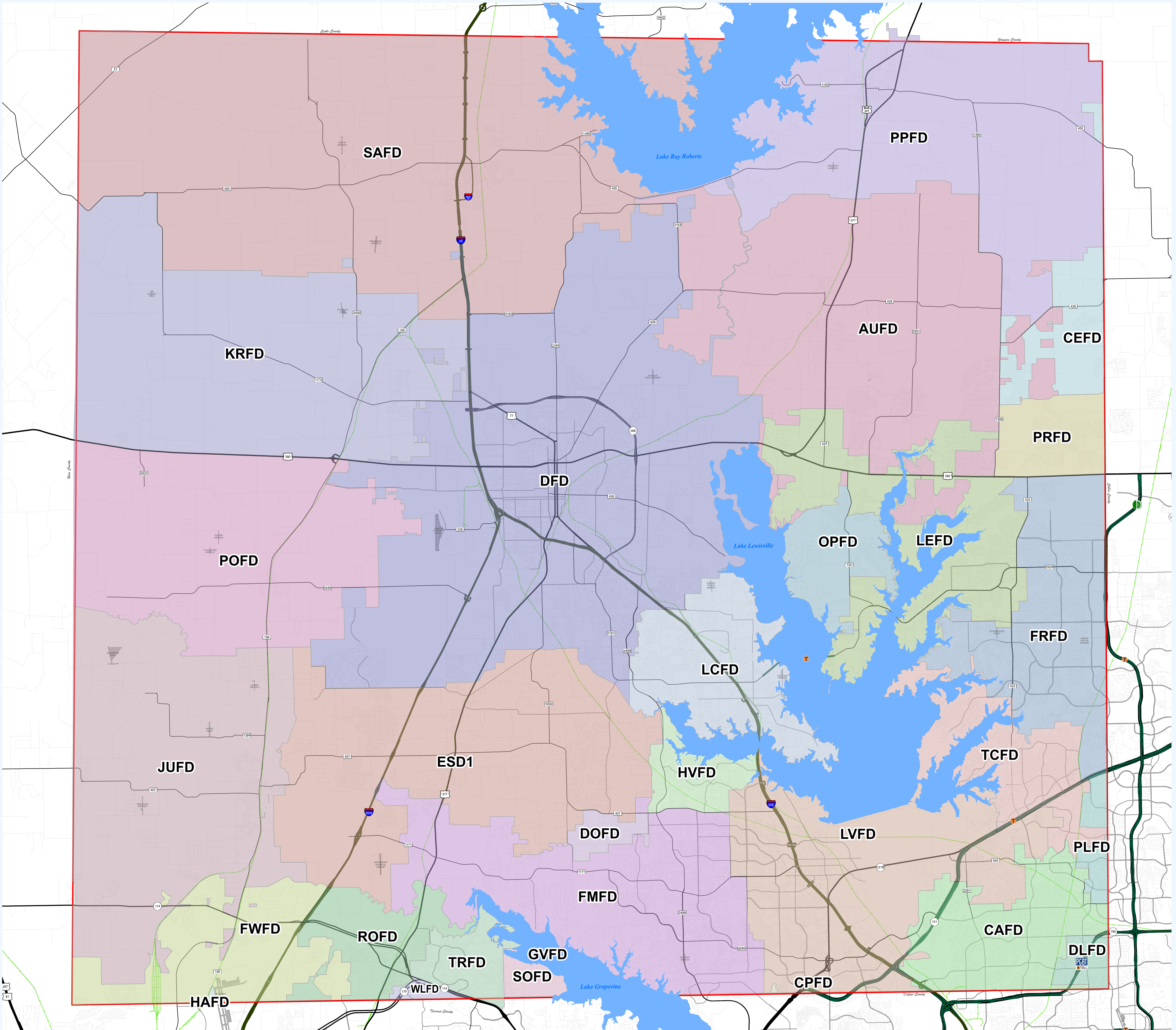
CONTACT INFORMATION
LANDMARK MAP: gis.dentoncounty.gov
E-MAIL: gis@dentoncounty.gov



Overview
Map

DENTON COUNTY

Exhibit A - Fire



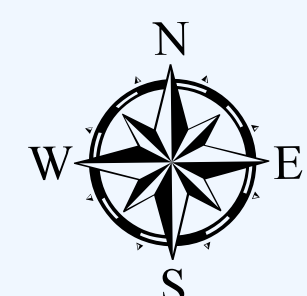
Andy Eads - County Judge
Ryan Williams - Commissioner Precinct 1
Kevin Falconer - Commissioner Precinct 2
Bobbie J. Mitchell - Commissioner Precinct 3
Dianne Edmondson - Commissioner Precinct 4

- | | | | |
|---|---------------------|---|-----------------|
|  | INTERSTATE | | RAILROADS |
|  | U.S. HIGHWAY |  | AIRPORTS |
|  | STATE HIGHWAY |  | LAKES & PONDS |
|  | FARM TO MARKET | | |
| | MAJOR THOROUGHFARES | | |
|  | MINOR ROADS |  | County Boundary |

City Population

Denton > 100,000
Lewisville 40,000- 100,000
Corinth 10,000- 39,999
Sanger 2,000- 9,999
Ponder < 2,000

NAD 1983 StatePlane
(Zone 5351)
Texas North Central
Lambert Conformal Conic



1:100,000
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CONTACT INFORMATION
LANDMARK MAP: gis.dentoncounty.gov
E-MAIL: gis@dentoncounty.gov



Overview
Map



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: December 12, 2023
Re: Hong Tract - DA Amendment

Action Requested:

Consider and act upon an amendment to the Hong Tract Development Agreement; generally located east of FM 1385 and approximately 1,250 feet north of future Frontier Parkway, within the City Limits. (Hong Tract – DA Amendment) (McAfee)

Background Information:

The Hong Tract Development Agreement is being revised in order to adjust deadlines to reflect changes to the developer's land purchase contract with the owner. Please refer to the attachments for additional information.

Legal Review:

N/A

Supporting Documents:

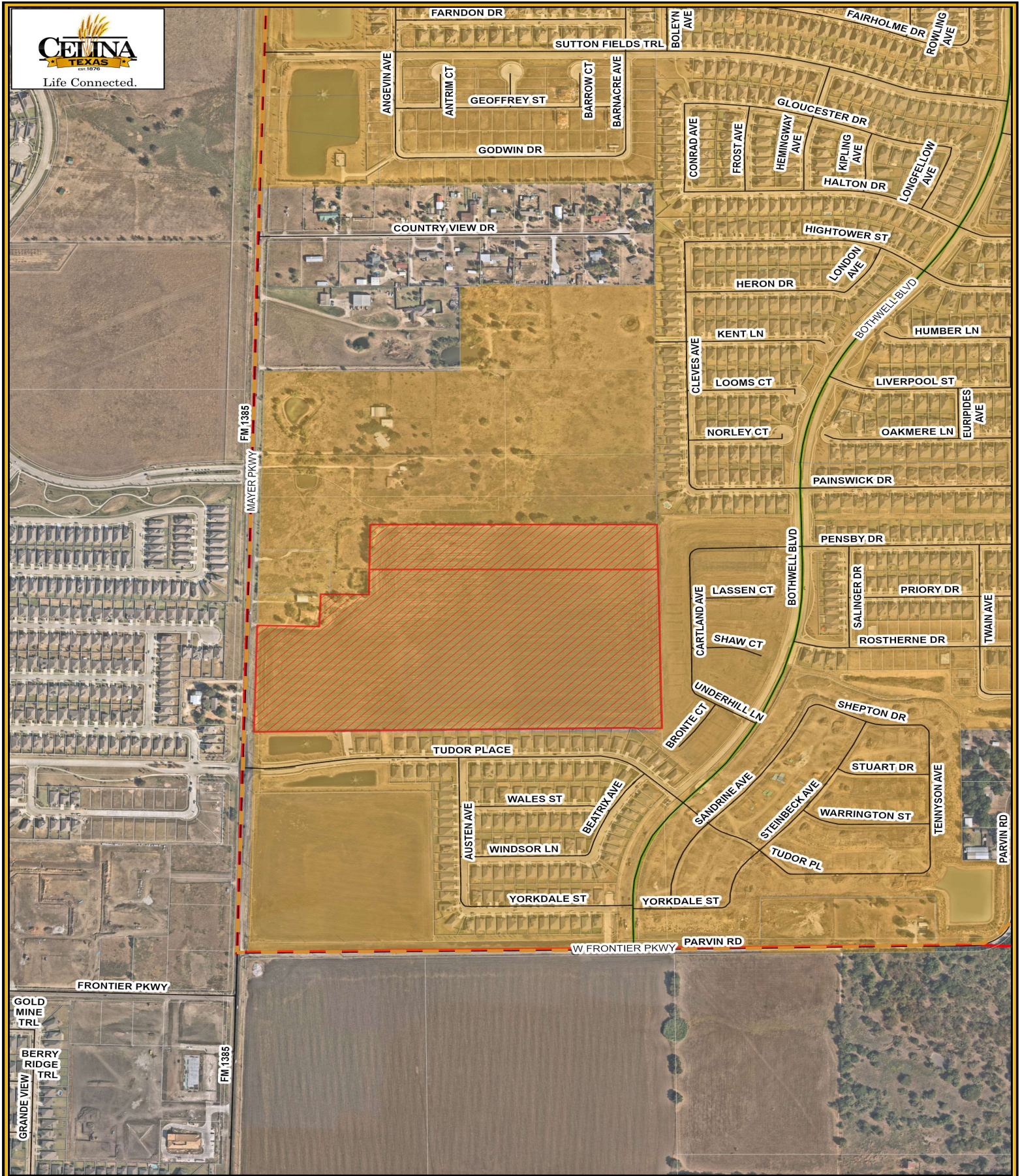
1. Location Map
2. Draft Agreement

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

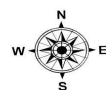


Legend

-  Subject Property
-  City Limits
-  Roads
-  Parcels

Hong Tract Notification Map City of Celina

11/2/2022



0 425 850
Feet

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This **SECOND AMENDMENT TO DEVELOPMENT AGREEMENT** (the "**Second Amendment**") is by and between the CITY OF CELINA, TEXAS, a home rule city located in Collin and Denton County, Texas (the "**City**") and C and C Land, LLC, a Texas limited liability corporation ("**Developer**"), and is made and entered into effective as of the date signed by the Mayor of the City (the "**Effective Date**"). The foregoing parties are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the Parties entered into that certain Development Agreement with an effective date of August 9, 2022, filed on August 11, 2022, and recorded under Instrument Number 2022-117334 in the Real Property Records of Denton County ("**Development Agreement**"), concerning land intended to be purchased by the Developer by a date certain for the development of a multifamily development (the "**Property**", as described in the Development Agreement and in **Exhibit A**, attached hereto and incorporated herein) from Anna Liz Hong, the current owner of the Property ("**Owner**"), in the City's extraterritorial jurisdiction; and

WHEREAS, the Parties entered into that certain First Amendment to the Development Agreement with an effective date of November 8, 2022, filed on April 11, 2023, and recorded under Instrument Number 2023-35401 in the Real Property Records of Denton County ("**First Amendment**"), which was corrected by that certain Correction First Amendment to Development Agreement filed on May 22, 2023, and recorded under Instrument Number 2023-51893 in the Real Property Records of Denton County ("**Correction First Amendment**"); and

WHEREAS, the Parties agreed within the Correction First Amendment to extend the term of the Development Agreement to no later than December 31, 2023; and

WHEREAS, now the Developer has requested, and the City agrees to extend the date for which the Property must be purchased by the Developer to no later than December 31, 2024.

NOW THEREFORE, for and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the Parties contract and agree to amend the Development Agreement as follows:

1. **Capitalized Terms**. All capitalized terms in this Second Amendment, not otherwise defined herein, shall have the same meanings as assigned to the terms in the Development Agreement.
2. **Amendments**. The Development Agreement is hereby amended as follows:
 - A. **Article V**. Article V "Term" of the Development Agreement is amended to read in its entirety as follows:

"The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 3.4, plus all provisions referenced in Section 3.4, of this Agreement are covenants that touch and concern the Property and shall run with the

Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if the Developer does not purchase the Property by December 31, 2024 or if Developer notifies the City in writing prior to December 31, 2024 that it will not purchase the Property.”

3. **Ratification of Development Agreement.** Except as provided herein, all terms and provisions of the Development Agreement, as amended by the First Amendment, and the rights of the Parties thereunder shall remain unchanged and in full force and effect. The Development Agreement, as modified and amended by the First Amendment and this Second Amendment, is hereby ratified, and confirmed in all respects. In the event of a conflict between the terms of the Development Agreement or the First Amendment, and the terms hereof, the terms of this Second Amendment shall control. From and after the date hereof, all references to the Development Agreement shall be deemed references thereto as amended hereby.

4. **Interpretation.** The Parties acknowledge that each of them has been actively involved in negotiating this Second Amendment. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Second Amendment. In the event of any dispute over the meaning or application of any provision of this Second Amendment, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

5. **Enforceability.** Each Party acknowledges and agrees that this Second Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

6. **Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to be effective as of the Effective Date. This Second Amendment shall be filed in the land records of the county.

[SIGNATURE PAGES IMMEDIATELY FOLLOW THIS PAGE]

Accepted and executed as of the 12th day of December, 2023.

CITY OF CELINA, TEXAS

By: _____
Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughn, City Secretary

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____,
2023, by Ryan Tubbs, Mayor of the City of Celina, Texas, on behalf of said City.

Notary Public in and for the State of Texas

Accepted and executed as of the _____ day of _____, 2023.

C AND C LAND, LLC,
a Texas limited liability company

By: _____
Name: Lawrence A. Corson
Title: Co- President

STATE OF TEXAS §
COUNTY OF COLLIN §

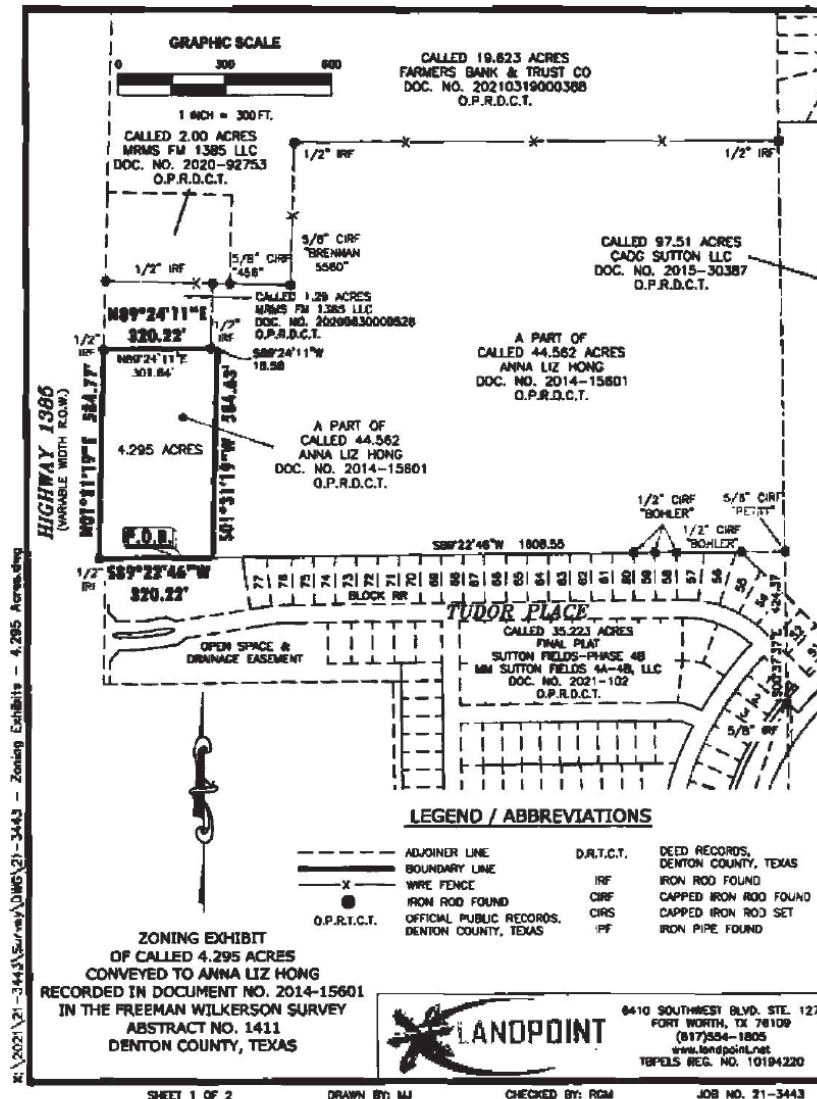
This instrument was acknowledged before me on this _____ day of _____, 2023, by Lawrence A. Corson, Co-President of C and C Land, LLC, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

Notary Public in and for the State of Texas

Attachment 1

Property

[See attached]



x:\2021\21-3443\Survey\DWG\21-3443 - Zoning Exhibits - 4.295 Acres.dwg

LEGAL DESCRIPTION

Being all that 4.295 acre tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, Denton county, Texas and being a portion of that certain called 44.562 acre tract of land described in the deed to Anna Liz Hong, recorded in Document No. 2014-15601, Official Public Records, Denton County, Texas and being more particularly described by metes and bounds and follows:

BEGINNING at a calculated corner, from which a 5/8-inch iron rod found on the East line of a tract of land called 35.223 acres, conveyed to MM Sutton Fields 4A-4B, LLC, in Document No. 2021-102, Official Public Records, Denton County, Texas, bears S00°37'37"E, a distance of 424.37 feet;

THENCE S89°22'46"W, a distance of 1608.55 feet to a calculated corner of said tract herein described;

THENCE S89°22'46"W, a distance of 320.22 feet to a 1/8-inch iron rod found for said tract herein described;

THENCE N01°31'19"E, a distance of 564.77 feet to a 1/8-inch iron rod found for the corner of said tract herein described;

THENCE N89°24'11"E, along the North line of said tract, common to the South line of a called 1.29 acre tract of land, conveyed to WRMS FM 1385, LLC, recorded in Document No. 20200630000526, Official Public Records, Denton County, Texas, a distance of 301.64 feet to a 1/8-inch iron rod found, a total distance of 320.22 feet for the Northeast of said tract herein described;

THENCE S01°31'19"W, with said East line of said tract, common to the West line of said called 44.562 acre tract of land, a distance of 584.63 feet to the POINT OF BEGINNING and containing 4.295 acres of land, more or less.

ZONING EXHIBIT
OF CALLED 4.295 ACRES
CONVEYED TO ANNA LIZ HONG
RECORDED IN DOCUMENT NO. 2014-15601
IN THE FREEMAN WILKERSON SURVEY
ABSTRACT NO. 1411
DENTON COUNTY, TEXAS



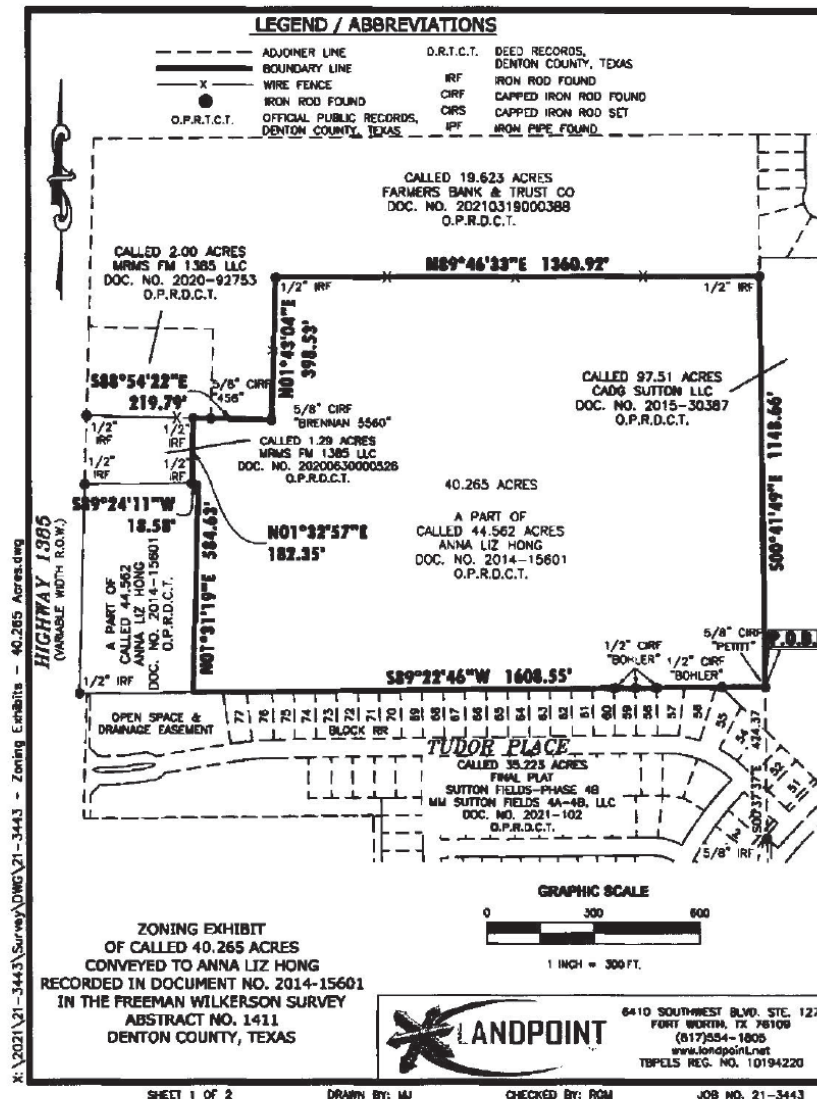
6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TWPCLS REG. NO. 10194220

SHEET 2 OF 2

DRAWN BY: MJ

CHECKED BY: RGM

JOB NO. 21-3443



X:\2021\21-3443\Survey\DWG\21-3443 - Zoning Exhibit - 40.265 Acres.dwg

LEGAL DESCRIPTION

Being all that 40.265 acre tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, Denton County, Texas and being a part of that certain called 44.562 acre tract of land described in the deed to Anna Liz Hong, recorded in Document No. 2014-15601, Official Public Records, Denton County, Texas and being more particularly described by metes and bounds and follows:

BEGINNING at a 5/8-inch capped iron rod found for the Southeast corner of said 44.562 acre tract of land, from which a 5/8-inch iron rod found on the East line of a tract of land called 35.223 acres, conveyed to MM Sutton Fields 4A-4B, LLC, in Document No. 2021-102, Official Public Records, Denton County, Texas, bears S00°37'37"E, a distance of 424.37 feet;

THENCE S89°22'46"W, a distance of 1608.55 feet to the Southwest corner of said tract herein described;

THENCE N01°31'19"E, a distance of 584.63 feet to a corner of said tract herein described;

THENCE S89°24'11"W, a distance of 18.58 feet to a 1/2-inch iron rod found for the corner of said tract herein described;

THENCE N01°32'57"E, along the Westerly line of said tract, common to the East line of a called 1.29 acre tract of land, conveyed to MRMS FM 1385, LLC, recorded in Document No. 20200630000526, Official Public Records, Denton County, Texas, a distance of 182.35 feet to a 1/2-inch iron rod found;

THENCE S88°54'22"E, passing a 5/8-inch capped iron rod stamped "456" found for the Southeast corner of a called 2.00 acre tract of land, conveyed to MRMS FM 1385, LLC, recorded in Document No. 2020-92753, Official Public Records, Denton County, Texas, a distance of 219.79 feet to a 5/8-inch capped iron rod stamped "BRENNAN 5560" found for the corner of said tract herein described;

THENCE N01°43'04"E, along the Westerly line of said tract, common to the East line of a called 19.623 acre tract of land, conveyed to Farmers Bank & Trust Co., recorded in Document No. 20210319000388, Official Public Records, Denton County, Texas, a distance of 398.53 feet to a 1/2-inch iron rod found;

THENCE N89°46'33"E, along the Northerly line of said tract, common to the Southerly line of said called 19.623 acre tract of land, a distance of 1360.92 feet to a 1/2-inch iron rod found;

THENCE S00°41'49"E, with said East line of said tract, common to the West line of a called 97.51 acre tract of land, conveyed to CADG Sutton, LLC, recorded in Document No. 2015-30387, Official Public Records, Denton County, Texas, a distance of 1148.66 feet to the POINT OF BEGINNING and containing 40.265 acres of land, more or less.

**ZONING EXHIBIT
OF CALLED 40.265 ACRES
CONVEYED TO ANNA LIZ HONG
RECORDED IN DOCUMENT NO. 2014-15601
IN THE FREEMAN WILKERSON SURVEY
ABSTRACT NO. 1411
DENTON COUNTY, TEXAS**



6410 SOUTHWEST BLVD. STE. 127
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPOLS REG. NO. 10194220

SHEET 2 OF 2

DRAWN BY: MJ

CHECKED BY: ACM

JOB NO. 21-3443



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dailyn Cruz, Civil Engineer
CC: Andy Glasgow, Director of Engineering
Date: December 12, 2023
Re: N. Preston Road Sewer Easements Acquisition S26

Action Requested:

Consider and act upon a Resolution of the City Council of the City of Celina authorizing the execution by the City of Celina of conveyance documents necessary to effectuate the acquisition of wastewater easements and temporary construction easements for the Preston Road 12-inch and 18-inch wastewater (GA Moore Parkway to CR 134) project. (Glasgow)

Background Information:

The City Council approved the design contract for the proposed wastewater infrastructure upsizing from 8-inches to 12 and 18-inches along the west side of Preston Road from GA Moore Parkway to CR 134 in the spring of 2023. The project was identified in the 2030 Sewer Capital Improvement Project Master Plan.

Staff is working on the acquisition of an additional permanent easement, as well as a temporary construction easement required for the above referenced project.

Legal Review:

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

Supporting Documents:

1. Resolution_Easement Acquisition for S26 Preston Rd Wastewater_Final

Financial Consideration:

Funding for the acquisition of easements will be paid from Utility Impact Fee or bond funds as appropriate. Expenditures will not exceed available funds.

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE NEGOTIATION AND EXECUTION BY THE CITY MANAGER OF CONVEYANCE DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF WATER AND WASTEWATER EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE PRESTON ROAD 12-INCH AND 18-INCH WASTEWATER (G.A. MOORE PARKWAY TO CR 134) PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas (“City”) has determined that it is in the best interest of the citizens of the City to acquire a property interest from the owner of the property described in Exhibit “A” for Preston Road 12-inch and 18-inch Wastewater (G.A. Moore Parkway to CR 134) project (the “Project”).

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

Section 1: That the findings and premises contained in the preamble above are hereby deemed to be true and correct.

Section 2: That the City Manager is authorized to negotiate and execute contracts, deeds, easements, and any other documents necessary, and to disburse purchase and closing funds necessary, to acquire property interests necessary for the construction of the Project in the locations identified in the attached Exhibit “A” on behalf of the City of Celina.

Section 3: This Resolution shall become effective upon the date of passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of Celina, Texas, this 12th day of December, 2023.

ATTEST:

Lauren Vaughns, City Secretary

APPROVED:

Ryan Tubbs, Mayor

Exhibit A

<u>Property ID</u>	<u>Owner</u>	<u>Legal Description</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
1681424	MOSES HUBBARD AND MARY J. HUBBARD	ABS A0753 W H RATTON SURVEY, TRACT 5, 176.7198 ACRES	Celina	TX	75009

Exhibit B





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: December 12, 2023
Re: Smiley Road WCID

Action Requested:

Consider and act upon a Resolution of the City Council of the City of Celina consenting to the creation of Smiley Road Water Control and Improvement District; the division of Smiley Road Water Control and Improvement District into two districts; and the addition of certain lands into Smiley Road Water Control and Improvement District No. 1 or Smiley Road Water Control and Improvement District No. 2. (Smiley Road WCID) (Behringer)

Background Information:

On August 11, 2008, the City of Celina (“City”), Smiley Road Ltd. (“Smiley Road”), and the Smiley Road Water Control and Improvement District entered a Development Agreement (“Agreement”) wherein, among other provisions, the City acknowledged the creation of the Smiley Road Water Control and Improvement District (“Original District”) in its extraterritorial jurisdiction.

The Second Amendment to the Development Agreement effective June 30, 2019 (the “Second Amendment”), the City acknowledged the division of the Original District into two districts to be known as Smiley Road Water Control and Improvement District No. 1 (the “District”) and Smiley Road Water Control and Improvement District No. 2 (“District No. 2”).

The Third Amendment to the Development Agreement effective November 10, 2020, the City further acknowledged (i) the division of the Original District into the District and District No. 2 and (ii) the extension of all the assets, rights, and benefits afforded the Original District under the Development Agreement extend to the District and District No. 2;

The Fourth Amendment to the Development Agreement effective September 28, 2021 (“Fourth Amendment”), the City (i) agreed to the annexation of an additional 350 acres by the District or District No. 2 and (ii) agreed to provide an ordinance or resolution evidencing its various consents,

if requested by the District.

The District requested and the City now wishes to evidence its consent to the creation of the Original District within its extraterritorial jurisdiction; the division of the Original District into the District and District No. 2 and future divisions within the current boundaries of District No. 2; and the addition of the 350 acres described in Fourth Amendment to the boundaries of the District or District No. 2 by formal resolution of the City, all in accordance with the Development Agreement and its subsequent amendments.

Legal Review:

The Resolution has been reviewed by the City Attorney.

Supporting Documents:

1. SRWCID - Resolution Consenting to Creation, Division, Addition v1 RM 11.14.23

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, CONSENTING TO THE CREATION OF SMILEY ROAD WATER CONTROL AND IMPROVEMENT DISTRICT; THE DIVISION OF SMILEY ROAD WATER CONTROL AND IMPROVEMENT DISTRICT INTO TWO DISTRICTS; AND THE ADDITION OF CERTAIN LANDS INTO SMILEY ROAD WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 OR SMILEY ROAD WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2

WHEREAS, on August 11, 2008, the City of Celina, Texas (“City”), Smiley Road Ltd. (“Smiley Road”), and the Smiley Road Water Control and Improvement District entered into that certain Development Agreement (“Agreement”) wherein, among other provisions, the City acknowledged the creation of the Smiley Road Water Control and Improvement District (“Original District”) in its extraterritorial jurisdiction; and

WHEREAS, in the Second Amendment to Development Agreement effective June 30, 2019 (the “Second Amendment”), the City acknowledged the division of the Original District into two districts to be known as Smiley Road Water Control and Improvement District No. 1 (the “District”) and Smiley Road Water Control and Improvement District No. 2 (“District No. 2”); and

WHEREAS, in the Third Amendment to Development Agreement effective November 10, 2020, the City further acknowledged (i) the division of the Original District into the District and District No. 2 and (ii) the extension of all the assets, rights, and benefits afforded the Original District under the Development Agreement extend to the District and District No. 2;

WHEREAS, in the Fourth Amendment to Development Agreement effective September 28, 2021 (“Fourth Amendment”), the City (i) agreed to the annexation of an additional 350 acres by the District or District No. 2 and (ii) agreed to provide an ordinance or resolution evidencing its various consents, if requested by the District; and

WHEREAS, the District requested and the City now wishes to evidence its consent to the creation of the Original District within its extraterritorial jurisdiction; the division of the Original District into the District and District No. 2 and future divisions within the current boundaries of District No. 2; and the addition of the 350 acres described in Fourth Amendment to the boundaries of the District or District No. 2 by formal resolution of the City, all in accordance with the Development Agreement and its subsequent amendments.

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

SECTION 1. That the City hereby evidences its consent to and permission for the creation of the Original District within its extraterritorial jurisdiction in satisfaction of and compliance with Section 42.042(a), Texas Local Government Code.

SECTION 2. That the City hereby evidences its consent to and permission for the division of the Original District into the District and District No. 2 as described in the Second Amendment, in satisfaction of and in compliance with Section 9001.104(h), Texas Special District Local Laws Code.

SECTION 3. That the City hereby evidences its consent to and permission for the addition of up to 350 acres of lands described in the Fourth Amendment into the boundaries of the District or District No. 2, in satisfaction of and in compliance with the provisions of the Development Agreement, as amended.

SECTION 4. That the City hereby consents to the division of District No. 2 within its current boundaries.

SECTION 5. That the City intend for the consents and permissions contained herein to apply to the actions of the districts described herein, whether occurring prior to or after the date of this Resolution, and this Resolution does not contemplate or consent to the addition of any lands not contemplated in the current Development Agreement or its amendments.

SECTION 6. That this resolution take effect immediately from and after its passage.

DULY RESOLVED by the City Council of the City of Celina, Texas, on the ____ day of December, 2023.

Ryan Tubbs, Mayor

ATTEST:

Lauren Field, City Secretary



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: December 12, 2023
Re: Right of Way and Easements Acquisition Resolution for Choate Parkway

Action Requested:

Consider and act on a Resolution of the City Council authorizing the execution by the City of Celina of conveyance documents necessary to effectuate the acquisition of right-of-way and easements for Choate Parkway from Kinship Parkway to Roseland Parkway project; and providing for an effective date. (Glasgow)

Background Information:

The City of Celina has an agreement with CCD-Coit Land, LLC, to construct Choate Parkway from Kinship Parkway to Roseland Parkway. The proposed roadway will require a hundred and twenty feet (120') of right-of-way (ROW) and will provide two lanes as interim condition, six lanes as ultimate condition.

Staff is working on the acquisition of ROW and easements 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, initial 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:

Legal counsel has reviewed the proposed Resolution for compliance to state law.

Supporting Documents:

1. Resolution_ROW AND Easements Acquisition for Choate Pkwy

Financial Consideration:

Funding for the acquisition of the right of way will be paid from 2024 bonds.

Staff Recommendation:
Staff recommends approval.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE
NEGOTIATION AND EXECUTION BY THE CITY MANAGER OF
CONVEYANCE DOCUMENTS NECESSARY TO EFFECTUATE THE
ACQUISITION OF RIGHT OF WAY AND EASEMENTS FOR THE
CHOATE PARKWAY IMPROVEMENTS PROJECT; AND PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, the City Council of the City of Celina, Texas (“City”) has determined that it is in the best interest of the citizens of the City to acquire a property interest from the owners of the properties described in Exhibit “A” for construction of Choate Parkway from Kinship Parkway to Roseland Parkway project (the “Project”).

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

Section 1: The findings and premises contained in the preamble above are hereby deemed to be true and correct.

Section 2: That the City Manager is authorized to negotiate and execute contracts, deeds, easements, and any other documents necessary, and to disburse purchase and closing funds necessary, to acquire property interests necessary for the construction of the Project in the locations identified in the attached Exhibit “A” on behalf of the City of Celina.

Section 3: This Resolution shall become effective upon the date of passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of Celina, Texas, this 12th day of December, 2023.

ATTEST:

Lauren Vaughns, City Secretary

APPROVED:

Ryan Tubbs, Mayor

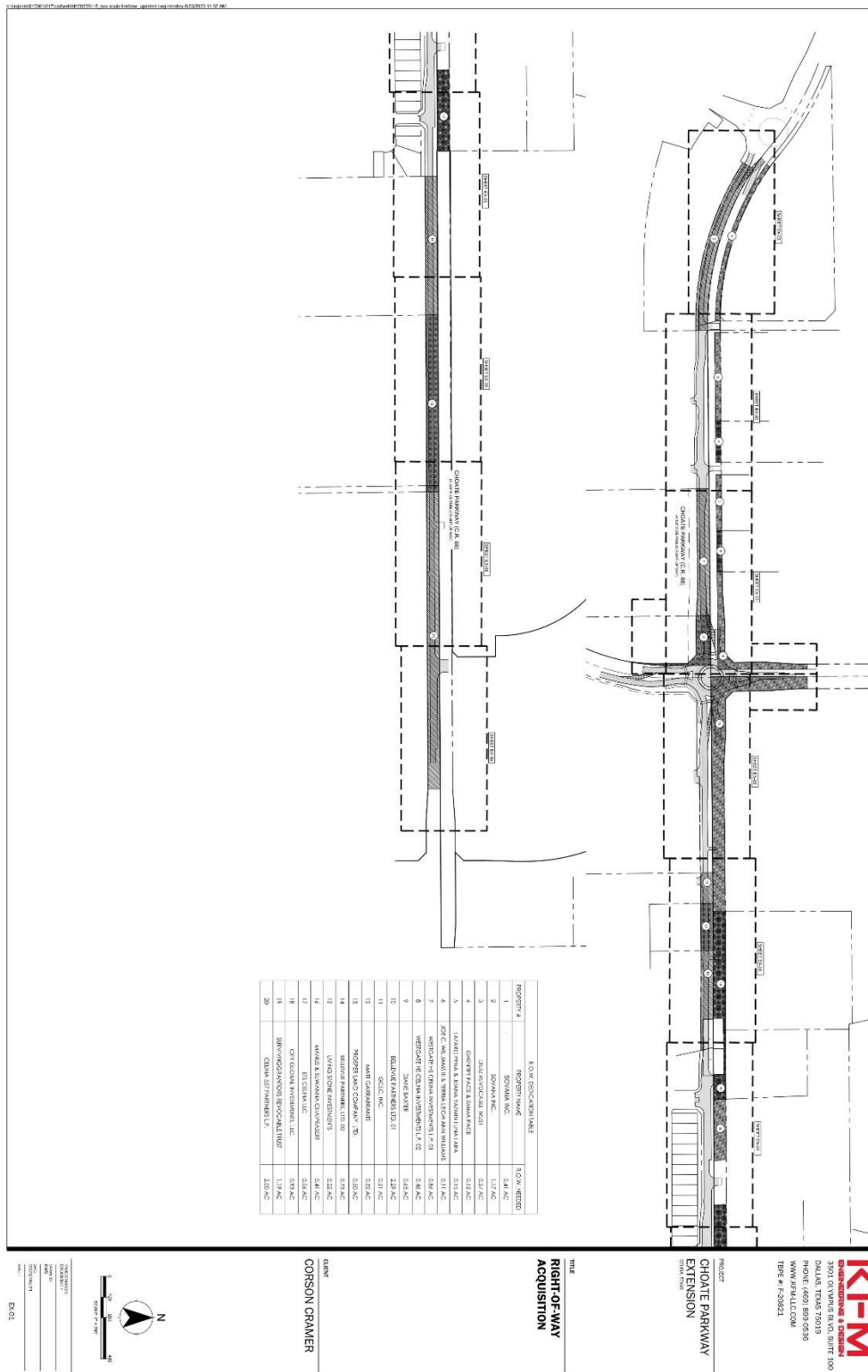
Exhibit A

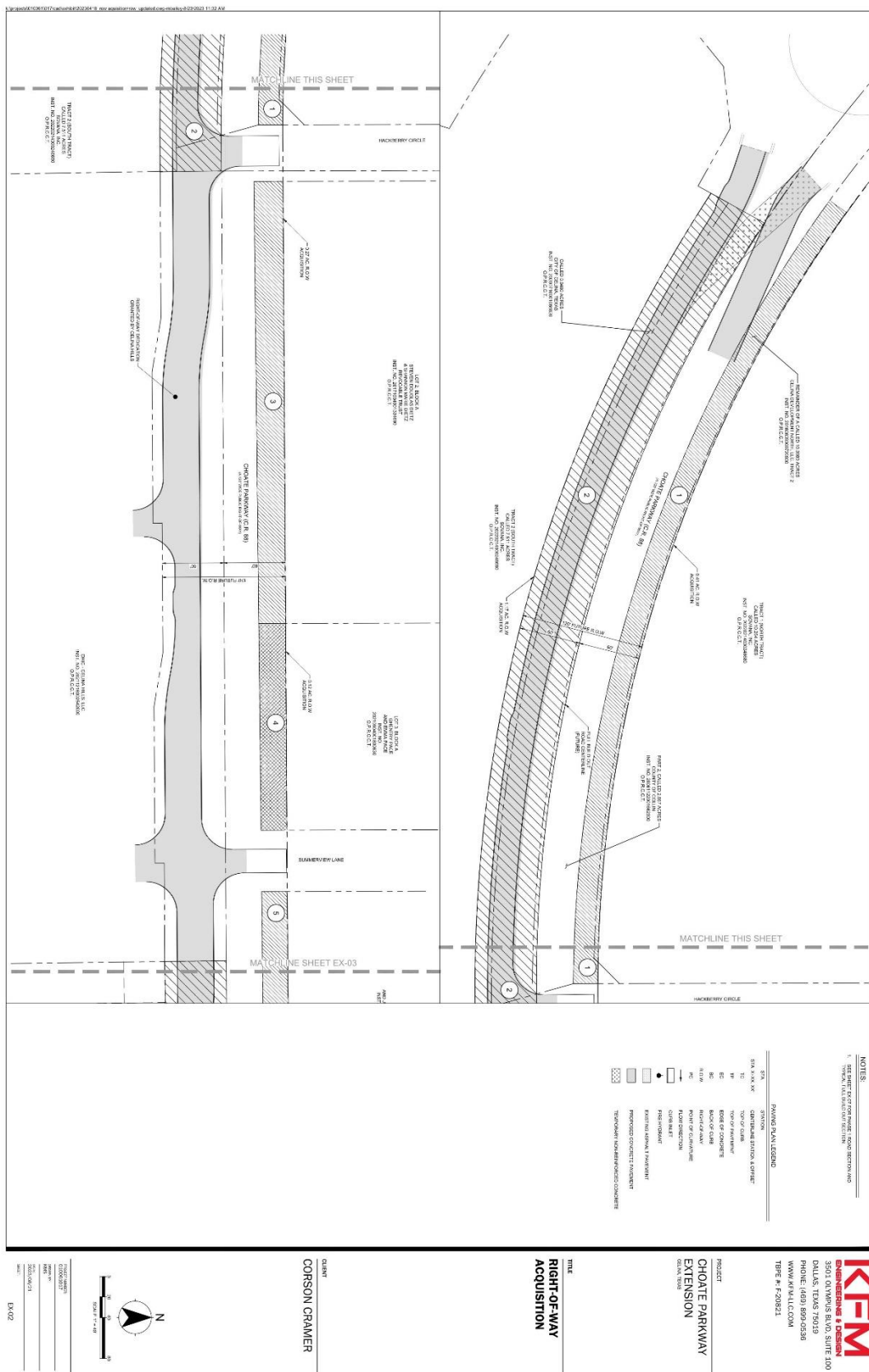
<u>Property ID</u>	<u>Owner</u>	<u>Legal Description</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
2848008	ABS A0346 SHELBY GLASS SURVEY, TRACT 17, 10.1101 ACRES	SOVANA INC.	Celina	TX	75009
2802386	ABS A0346 SHELBY GLASS SURVEY, TRACT 18, 7.511 ACRES	SOVANA INC.	Celina	TX	75009
2118133	SUMMERVIEW COUNTRY ESTATES (GCN), BLK A, LOT 2	DIETZ REVOCABLE TRUST	Celina	TX	75009
2118125	SUMMERVIEW COUNTRY ESTATES (GCN), BLK A, LOT 3	GHENTRY PACE & EMMA PACE	Celina	TX	75009
2780831	SUMMERVIEW COUNTRY ESTATES (GCN), BLK B, LOT 4B; (REPLAT)	ADEWUNMI TIMOFE & FREDRICK	Celina	TX	75009
2118127	SUMMERVIEW COUNTRY ESTATES (GCN), BLK B, LOT 5	JOE C. WILLIAMS III & TERRIA LEIGH ANN WILLIAMS	Celina	TX	75009
2693050	ABS A1009 MCKINZIE WILHITE SURVEY, TRACT 1	WESTGATE HS CELINA INVESTMENTS L.P. 01	Celina	TX	75009

2771064	ABS A1009 MCKINZIE WILHITE SURVEY, TRACT 5	WESTGATE HS CELINA INVESTMENTS L.P. 02	Celina	TX	75009
2118137	SUMMERVIEW COUNTRY ESTATES (GCN), BLK B, LOT 6	Diane Baxter	Celina	TX	75009
2805104	ABS A0779 LEVIN ROUTH SURVEY, TRACT 14, 43.916 ACRES	Bellevue Partners LTD. 01	Celina	TX	75009
2632117	ABS A1030 JONATHAN WESTOVER SURVEY, SHEET 3, TRACT 2, 5.824 ACRES	GCEC. Inc.	Celina	TX	75009
2706744	ABS A1030 JONATHAN WESTOVER SURVEY, SHEET 3, TRACT 9, 1.629 ACRES	Matt Garrabrants	Celina	TX	75009
2632118	ABS A1030 JONATHAN WESTOVER SURVEY, SHEET 3, TRACT 7, 3.894 ACRES	Prosper Land Company LTD	Celina	TX	75009
2691386	ABS A0779 LEVIN ROUTH SURVEY, TRACT 18, 9.0 ACRES	Bellevue Partners, LTD .02	Celina	TX	75009
2647903	ABS A0779 LEVIN ROUTH SURVEY, TRACT 12, 3.23 ACRES	Linving Stone Investments	Celina	TX	75009

2645528	ABS A0779 LEVIN ROUTH SURVEY, TRACT 29, 6.0 ACRES	Manus & Suwanna Chaiprasert	Celina	TX	75009
2817077	CELINA COMMERCIAL (GCN), BLK 1, LOT 1	ETS Celina LLC	Celina	TX	75009
975154	ABS A0945 COLEMAN WATSON SURVEY, SHEET 1, TRACT 13, 5 ACRES	City Global Investments, LLC	Celina	TX	75009
975181	ABS A0945 COLEMAN WATSON SURVEY, SHEET 1, TRACT 15, 25.968 ACRES	Surviving Grantors Revocable Trust	Celina	TX	75009
2794435	ABS A0945 COLEMAN WATSON SURVEY, SHEET 1, TRACT 14, 170.718 ACRES	Celina 557 Partners L.P	Celina	TX	75009

Exhibit B









Life Connected.

Human Resources
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Kristian Peters, Director of Human Resources
CC: Karla Stovall, Interim City Manager
Date: December 12, 2023
Re: TMRS

Action Requested:

Consider and act upon an Ordinance of the City of Celina updating service credits (USC) 100% with transfers and 30% non-retroactive cost of living adjustment increase to annuitants, both annually repeating to be effective January 1, 2024. (Peters)

Background Information:

N/A

Legal Review:

N/A

Supporting Documents:

1. Celina TMRS Model Ordinance - USC-RT_COLA-R_HB2464
2. Celina Transmittal- USC_T_Non-retro_COLA_R
3. Celina_2024 Plan Change Study_ 30-50-70 retro and non retro_072523

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

AN ORDINANCE REGARDING THE CITY OF CELINA'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS: (1) ADOPTING NON-RETROACTIVE REPEATING COLAS, FOR RETIREES AND THEIR BENEFICIARIES UNDER TMRS ACT §853.404(f) and (f-1), AND (2) AUTHORIZING ANNUALLY ACCRUING UPDATED SERVICE CREDITS AND TRANSFER UPDATED SERVICE CREDITS.

Whereas, the City of Celina, Texas (the "City"), elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act"); and

Whereas, House Bill 2464, 88th Texas Legislature, R.S., 2023 ("HB 2464"), added Subsections 853.404(f) and (f-1) to the TMRS Act and authorized cities participating in the System to provide certain retirees and their beneficiaries with an annually accruing ("repeating") annuity increase (also known as a cost of living adjustment, or "COLA") based on the change in the Consumer Price Index for All Urban Consumers for the one-year period that ends 12 months before the January 1 effective date of the applicable COLA (a "non-retroactive repeating COLA"); and

Whereas, new TMRS Act §853.404(f) and (f-1) allow participating cities to elect to provide non-retroactive repeating COLAs under certain circumstances, as further described by this Ordinance, by adopting an ordinance to be effective January 1 of 2024, 2025 or 2026, in accordance with TMRS Act §854.203 and §853.404; and

Whereas, TMRS Act §853.404(f-1) provides the non-retroactive repeating COLA option applies only to a participating city that, as of January 1, 2023, either (1) has not passed an annually repeating COLA ordinance under TMRS Act §853.404(c) or had previously passed a repeating COLA ordinance and then, before January 1, 2023, passed an ordinance rescinding such repeating COLA, or (2) does provide an annually repeating COLA under §853.404(c) and elects to provide a non-retroactive repeating COLA under §853.404(f) for purposes of maintaining or increasing the percentage amount of the COLA; and

Whereas, the City Council acknowledges that the City meets the above-described criteria under §853.404(f-1) and is eligible to elect a non-retroactive repeating COLA under §853.404(f) and that such election must occur before January 1, 2026, and after that date future benefit changes approved by the City may require reversion to a retroactive repeating COLA; and

Whereas, the City Council finds that it is in the public interest to: (1) adopt annually accruing non-retroactive COLAs for retirees and their beneficiaries under TMRS Act §853.404(f) and (f-1); and (2) in accordance with TMRS Act §853.404 and §854.203(h), reauthorize annually accruing Updated Service Credits and transfer Updated Service Credits, now:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

Section 1. Adoption of Non-Retroactive Repeating COLAs.

(a) On the terms and conditions set out in TMRS Act §854.203 and §853.404, the City authorizes and provides for payment of the increases described by this Section to the annuities paid to retired City employees and beneficiaries of deceased City retirees (such increases also called COLAs). An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this Section is computed in accordance with TMRS Act §853.404(f) as the sum of the prior service and current service annuities, as increased in subsequent

years under TMRS Act §854.203 or TMRS Act §853.404(c), of the person on whose service the annuities are based on the effective date of the annuity increase, multiplied by **30%** of the percentage change in the Consumer Price Index for All Urban Consumers during the 12-month period ending in December of the year that is 13 months before the effective date of the increase under this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation under this Section does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed under this Section.

(e) In accordance with TMRS Act §853.404(f-1)(2), an increase under this Section only applies with respect to an annuity payable to a TMRS member, or their beneficiary(ies), which annuity is based on the service of a TMRS member who retired, or who is deemed to have retired under TMRS Act §854.003, not later than the last day of December of the year that is 13 months before the effective date of the increase under this Section.

(f) The amount of an increase under this Section is an obligation of this City and of its account in the benefit accumulation fund of the System.

(g) The initial increase in annuities authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the Board of Trustees of the System ("Board"). Pursuant to TMRS Act §853.404, an increase in retirement annuities shall be made on January 1 of each subsequent year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

Section 2. Authorization of Annually Accruing Updated Service Credits and Transfer Updated Service Credits.

(a) As authorized by TMRS Act §854.203(h) and §853.404, and on the terms and conditions set out in TMRS Act §§853.401 through 853.404, the City authorizes each member of the System who on the first day of January of the calendar year immediately preceding the January 1 on which the Updated Service Credits will take effect (i) has current service credit or prior service credit in the System by reason of service to the City, (ii) has at least 36 months of credited service with the System, and (iii) is a TMRS-contributing employee of the City, to receive "Updated Service Credit," as that term is defined and calculated in accordance with TMRS Act §853.402.

(b) The City authorizes and provides that each employee of the City who (i) is eligible for Updated Service Credits under Subsection (a) above, and (ii) who has unforfeited prior service credit and/or current service credit with another System-participating municipality or municipalities by reason of previous employment, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in TMRS Act §853.601 (also known as "Transfer USC"), both as to the initial grant and all future grants under this Ordinance.

(c) The Updated Service Credit authorized and provided under this Ordinance shall be **100%** of the "base Updated Service Credit" of the TMRS member calculated as provided in TMRS Act §853.402.

(d) Each Updated Service Credit authorized and provided by this Ordinance shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(e) The initial Updated Service Credit authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the System's Board. Pursuant to TMRS Act §853.404, the authorization and grant of Updated Service Credits in this Section shall be effective on January 1 of each subsequent year, using the same percentage of the "base Updated Service Credit" stated in Subsection (c) in computing Updated Service Credits for each future year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

Passed and approved _____, 20_____.

ATTEST:

APPROVED:

City Secretary

Mayor



November 28, 2023

Kristina Peters
Director of Human Resources
City of Celina
142 N Ohio St
Celina, TX 75009-6201

Dear Ms. Peters:

We are pleased to enclose a model ordinance for your city to adopt:

**100% Updated Service Credit with Transfers
&
30% Non-retroactive Cost of Living Adjustment Increase to Annuitants
Both Annually Repeating
Both Effective January 1, 2024**

By adopting this ordinance, the city will not have to adopt an ordinance each year to re-authorize the calculation of Updated Service Credit and Cost of Living Adjustment. These benefits will remain in effect for future years until such time as they are discontinued by an ordinance adopted by the City Council.

With the adoption of these benefits, your city's contribution rate for 2024 will be **13.64%**.

Please make sure the ordinance is adopted and signed before the effective date. When the ordinance is adopted, please send a copy to City Services at cityservices@tmrs.com.

If you have any questions about the model ordinance or anything else, please call me at 512-225-3742.

Sincerely,

Colin Davidson
Director of City Services



Comparison of Alternate Benefit Design(s)

FOR CITIES

2024 Rates • Celina (00242)

Report Date - July 25, 2023

Plan Provisions	Current	Option 1	Option 2	Option 3
Deposit Rate	7.00%	7.00%	7.00%	7.00%
Matching Ratio	2 to 1	2 to 1	2 to 1	2 to 1
Updated Service Credit	100% (Repeating)	100% (Repeating)	100% (Repeating)	100% (Repeating)
Transfer USC *	Yes	Yes	Yes	Yes
COLA	0%	30% (Repeating)	30% (Repeating)	50% (Repeating)
Retroactive COLA	No	Yes	No	Yes
20 Year/Any Age Retirement	Yes	Yes	Yes	Yes
Vesting	5 years	5 years	5 years	5 years
Supplemental Death Benefit	A & R	A & R	A & R	A & R
Contribution Rates	2024	2024	2024	2024
Normal Cost Rate	10.07%	11.25%	11.07%	12.02%
Prior Service Rate	<u>1.86%</u>	<u>2.47%</u>	<u>2.40%</u>	<u>2.90%</u>
Retirement Rate	11.93%	13.72%	13.47%	14.92%
Supplemental Death Rate	<u>0.17%</u>	<u>0.17%</u>	<u>0.17%</u>	<u>0.17%</u>
Total Contribution Rate	12.10%	13.89%	13.64%	15.09%
Unfunded Actuarial Liability	\$4,190,252	\$5,638,162	\$5,475,473	\$6,634,984
Amortization Period	20 years	20 years	20 years	20 years
Funded Ratio	79.7%	74.5%	75.0%	71.3%
Stat Max	13.50%	13.50%	13.50%	13.50%
Study Exceeds Stat Max	No	Yes	No	Yes

* As of the December 31, 2022 valuation date, there were 98 employees with service in other TMRS cities eligible for transfer USC.



Comparison of Alternate Benefit Design(s)

FOR CITIES

2024 Rates • Celina (00242)

Report Date - July 25, 2023

Plan Provisions	Current	Option 4	Option 5	Option 6
Deposit Rate	7.00%	7.00%	7.00%	7.00%
Matching Ratio	2 to 1	2 to 1	2 to 1	2 to 1
Updated Service Credit	100% (Repeating)	100% (Repeating)	100% (Repeating)	100% (Repeating)
Transfer USC *	Yes	Yes	Yes	Yes
COLA	0%	50% (Repeating)	70% (Repeating)	70% (Repeating)
Retroactive COLA	No	No	Yes	No
20 Year/Any Age Retirement	Yes	Yes	Yes	Yes
Vesting	5 years	5 years	5 years	5 years
Supplemental Death Benefit	A & R	A & R	A & R	A & R
Contribution Rates	2024	2024	2024	2024
Normal Cost Rate	10.07%	11.82%	12.82%	12.63%
Prior Service Rate	<u>1.86%</u>	<u>2.81%</u>	<u>3.34%</u>	<u>3.24%</u>
Retirement Rate	11.93%	14.63%	16.16%	15.87%
Supplemental Death Rate	<u>0.17%</u>	<u>0.17%</u>	<u>0.17%</u>	<u>0.17%</u>
Total Contribution Rate	12.10%	14.80%	16.33%	16.04%
Unfunded Actuarial Liability	\$4,190,252	\$6,425,949	\$7,686,227	\$7,455,912
Amortization Period	20 years	20 years	20 years	20 years
Funded Ratio	79.7%	71.9%	68.2%	68.8%
Stat Max	13.50%	13.50%	13.50%	13.50%
Study Exceeds Stat Max	No	Yes	Yes	Yes

* As of the December 31, 2022 valuation date, there were 98 employees with service in other TMRS cities eligible for transfer USC.



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: December 12, 2023
Re: FY 24 Budget Amendment - December 12, 2023

Action Requested:

Consider and act upon an Ordinance of the City of Celina amending Ordinance No. 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 reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

Background Information:

A FY 2024 budget amendment is requested for the FY 2023-2024 Operating Budget. The amendment includes budget appropriations for roll-over purchase orders on vehicle purchases for streets, parks, and water utilities that were originally approved in FY 2022 and FY 2023 but have not yet been received, vehicle equipment replacement fund expenditures, and a roll-over purchase order from FY 2023 and recognizing revenue in the wastewater department.

Legal Review:

N/A

Supporting Documents:

1. 2023 - 108 Amend Budget ordinance December 12, 2023

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2023-xxx**

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.

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 12th day of December 2023.

Ryan Tubbs, Mayor

ATTEST:

Lauren Field, City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

Meeting date: December 12, 2023
FY 2024 Budget Amendment Detail

Budget Change # _____			
Account #	Account Name	Description	Adjustment
102-31-3050	Fund Balance	Roll Over PO 22-00003659 & 22-00005101	(260,100)
102-111-000-6840	Capital - Vehicle	Roll Over PO 22-00003659 FY 2022 Vehicle Purchase F-250	100,831
102-112-000-6840	Capital - Vehicle	Roll Over PO 23-00004534 FY 2023 Vehicle Purchase F-150 Responder	95,732
102-113-000-6840	Capital - Vehicle	Roll Over PO 22-00005101 FY 2023 Vehicle Purchase 2x Toyota Tacomas	63,537
202-31-3050	Fund Balance	Roll Over PO 22-00003659 FY 2022 Vehicle Purchase	(212,500)
202-117-000-6840	Capital - Vehicle	Roll Over PO 22-00003659 FY 2022 Vehicle Purchase F-250	95,374
202-118-000-6840	Capital - Vehicle	Roll Over PO 22-00003659 FY 2022 Vehicle Purchase F-250	83,748
202-119-000-6840	Capital - Vehicle	Roll Over PO 22-00003659 FY 2022 Vehicle Purchase F-150	33,378
208-31-3050	Fund Balance	Roll Over PO 22-00003659 FY 2022 Vehicle Purchase	(222,775)
208-124-000-6870	Capital - Drainage	Roll Over PO 22-00003872 FY 2022 Vehicle Purchase F-350 Dump Truck	139,027
208-124-000-6840	Capital - Vehicle	Roll Over PO 22-00003659 FY 2022 Vehicle Purchase F-250	83,748
113-31-3050	Fund Balance	Vehicle Equipment Replacement Fund Expenditures	(163,801)
113-112-000-6840	Capital Vehicle	Vehicle Equipment Replacement Fund Expenditures	163,801
202-400-000-4758	Reimbursement Other	Roll Over PO 23-00004645 Escrow	(407,463)
202-118-000-8502	Construction	Roll Over PO 23-00004645 Escrow	407,463



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: December 12, 2023
Re: Ayala Tract - PD Zoning

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 4 acres to Planned Development (PD) No. 77; generally located north of the Collin County Outer Loop and approximately 1,800 feet west of Preston Road, within the City Limits. (Ayala Tract – PD Zoning) (Mohan)

Background Information:

This request is for the addition of approximately 4 acres to Planned Development (PD) No. 77 in order to incorporate the outparcel into the overall development. Please refer to the attached documents for further information.

Legal Review:

N/A

Supporting Documents:

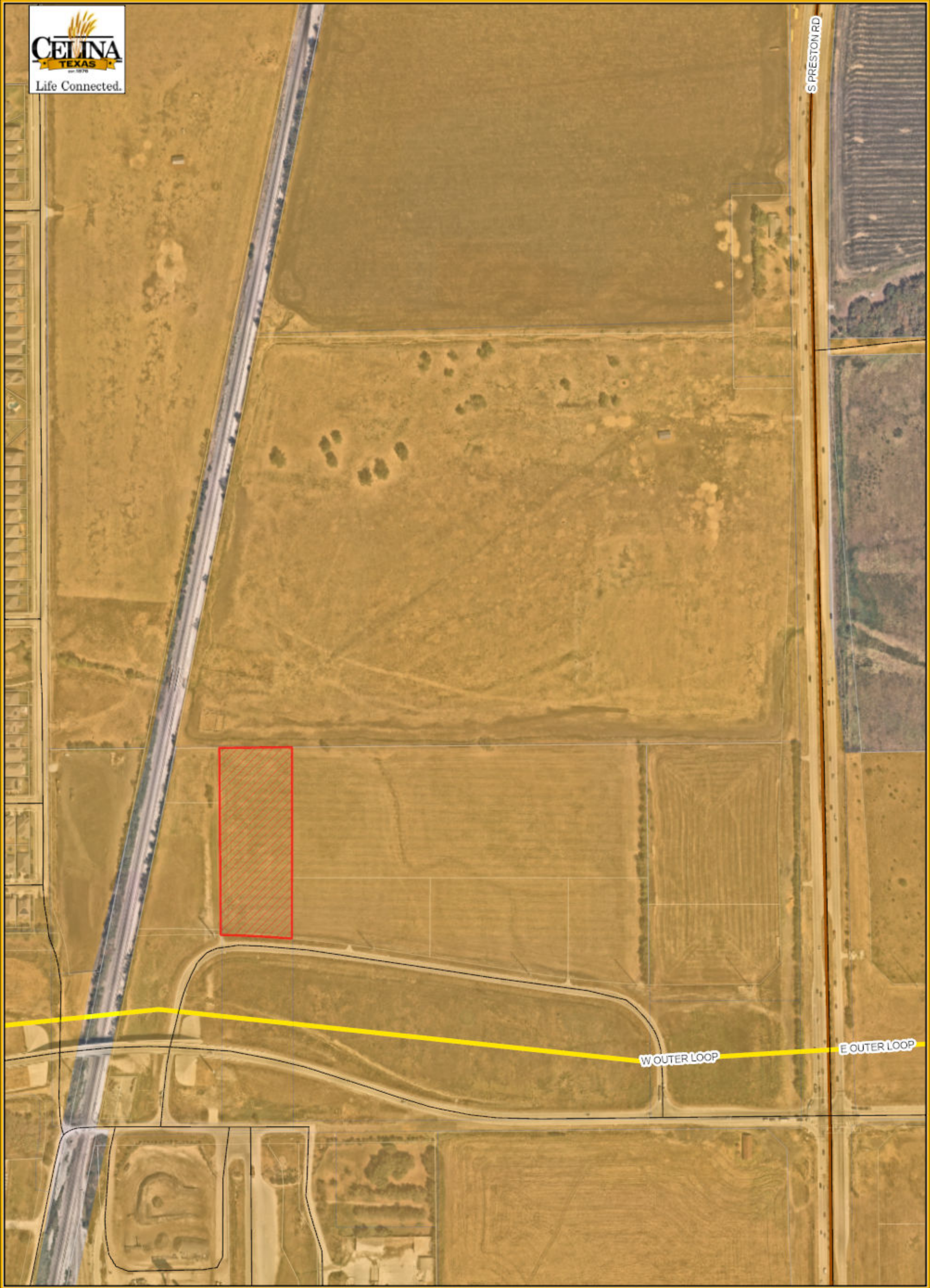
1. Location Map
2. Staff Presentation
3. Draft Ordinance

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.

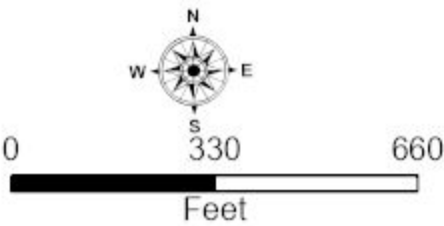


Legend

-  Subject Property
-  City Limits
-  Roads
-  Parcels

**Ayala Tract
Location Map
City of Celina**

10/30/2023

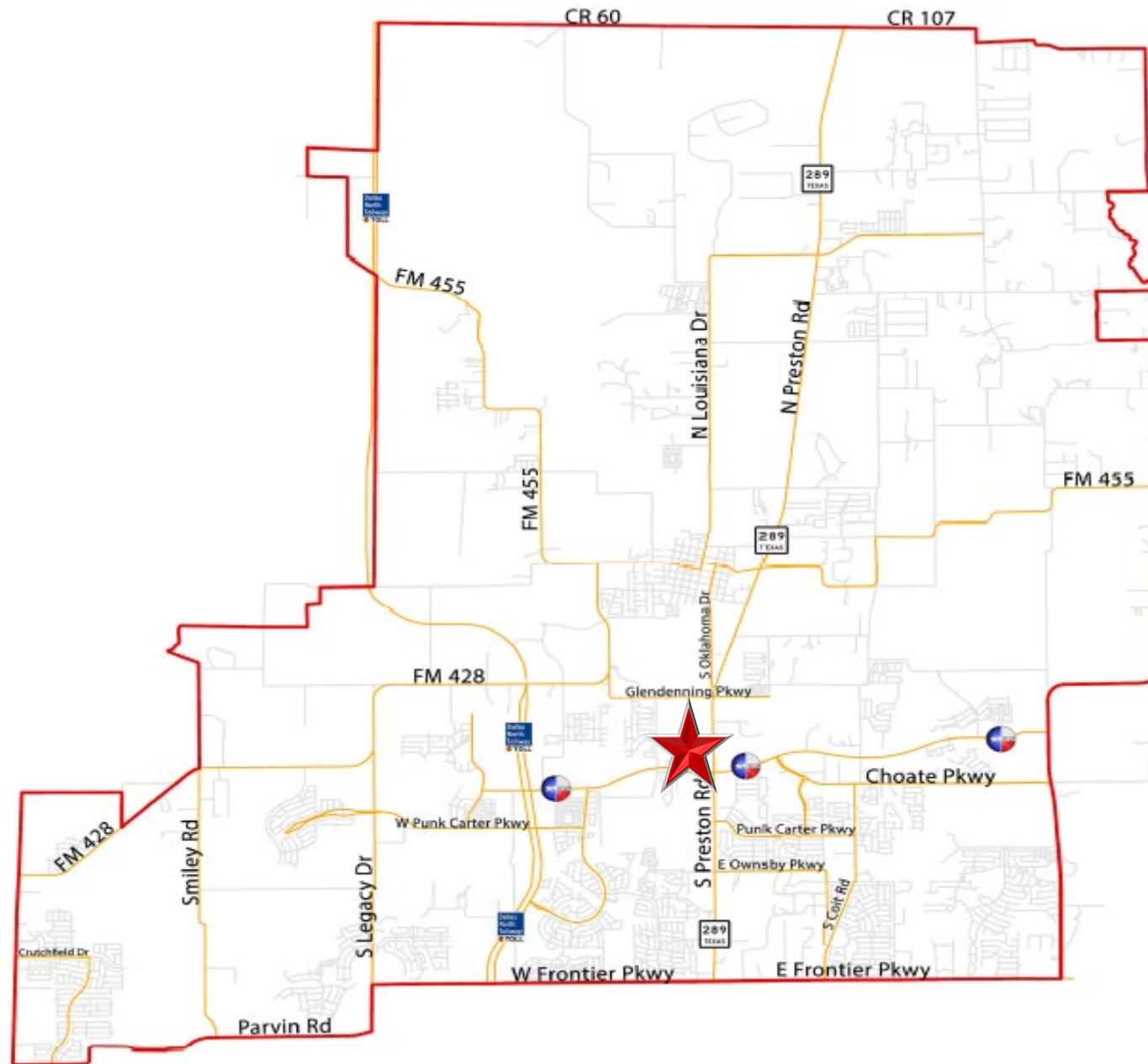


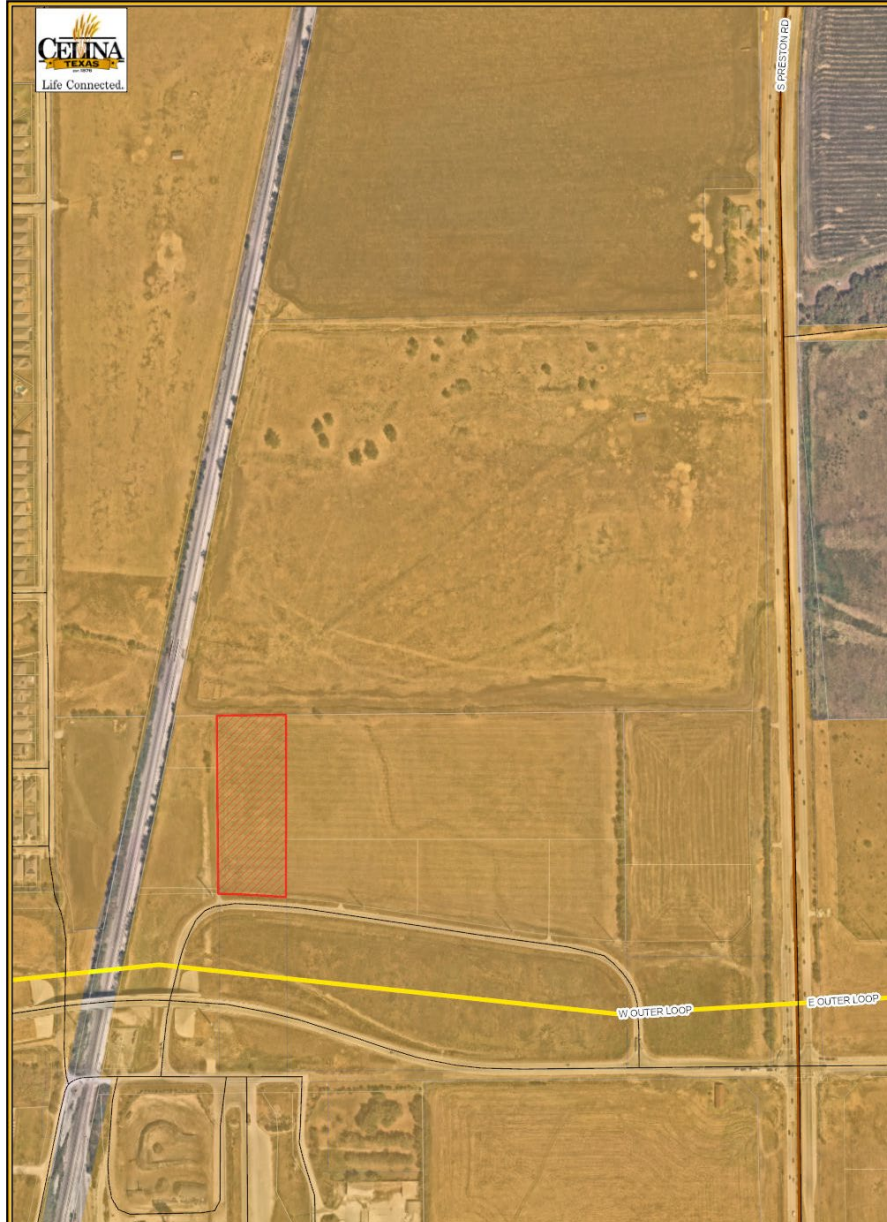
AYALA TRACT

PD Zoning

City Council
December 12, 2023







LOCATION MAP

The subject property is generally located 1,800 feet west of Preston Road and north of the Collin County Outer Loop

BACKGROUND

- The subject property is approximately 4 acres, within City Limits, and currently zoned Agricultural District (AG)
- The applicant is proposing to amend Planned Development (PD) No. 77 to add the approximately 4-acre property within the existing PD
- Multi-family uses have been removed from the proposed PD for this tract, as it is expected to develop with the adjacent commercial project

CONCEPT PLAN



POLICY CONSIDERATIONS

- The requested zoning is appropriate given its location at the intersection of the Outer Loop and Preston Road
- The “out-parcel” will be incorporated into the overall plan for PD No. 77
- Out of an abundance of caution, Staff removed any multi-family entitlement from the proposed PD

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in November
- There was no public comment at the public hearing
- Staff recommends approval as presented

CITY OF CELINA, TEXAS

ORDINANCE 2023-____

AYALA TRACT

AN AMENDMENT TO PLANNED DEVELOPMENT #77

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 4 ACRES LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF THE COLLIN COUNTY OUTER LOOP AND APPROXIMATELY 1,800 FEET WEST OF PRESTON ROAD; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO BE ZONED “PD” PLANNED DEVELOPMENT DISTRICT NO. 77; 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 zoning and development regulations will match those of Planned Development No. 77 (PD-77), enacted by Ordinance 2016-78, with the exception of multi-family uses, which are not permitted on the tract; 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. 77, 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-77 (Ord. No. 2016-78) 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. 77, 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 12th day of December, 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 COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT No. 167, Collin County, Texas, and being all of the remainder of a called 7.646 acres tract of land described in Deed to Ayala Metro Park Properties, Ltd., as recorded in Document No. 2003-0103733, Official Public Records of Real Property, Collin County, Texas, and being more particularly described herein as follows:

BEGINNING at a 3/8 inch iron rod found for the Northwest corner of said Ayala tract and the Northeast corner of a called 0.784 of an acre tract of land described in Deed to Old Celina, Ltd., as recorded in Document No. 20081212001412820, Official Public Records, Collin County, Texas and being in the South line of a called 66.020 acres tract of land described in Deed to Old Celina, Ltd., as recorded in Document Number 2003-0147019 of said Official Public Records;

THENCE North 89 degrees 37 minutes 08 seconds East, with the North line of said Ayala tract and the South line of said 66.020 acres tract, a distance of 255.18 feet to a 1/2 inch iron rod found "bent" for the Northeast corner of said Ayala tract and the Northwest corner of a called 13.50 acre tract of land described in Deed to Old Celina, Ltd., as recorded in Document No. 2005-0130193 of said Official Public Records;

THENCE South 00 degrees 45 minutes 41 seconds East, with the East line of said Ayala tract and the West line of said 13.50 acre tract, passing the Southwest corner thereof and the Northwest corner of the remainder of a called 9.425 acres tract of land described in Deed to Equity Trust Company as recorded in Document No. 20160621000778670 of said Official Public Records, and continuing along said course, a distance of 671.70 feet to a 5/8 inch iron rod with plastic cap stamped "PLS, INC" (typical) set in the proposed North Right-of-Way line of Collin County Outer Loop (road under construction) for the Southeast corner of the herein described tract, the Northeast corner of called 3.734 acres tract of land described in Deed to Collin County Toll Road Authority as recorded in Document No. 20170324000377530 of said Official Public Records and said rod also being the Northwest corner of a called 6.867 acres tract of land described in Deed to Collin County Toll Road Authority as recorded in Document No. 20171013001372010 of said Official Public Records, said rod also being in a curve to the left having a radius of 4,250.00 feet;

THENCE Northwesterly, along the arc of said curve, with the South line of the herein described tract and the North line of said 3.734 acres tract and said North Right-of-Way line, a distance of 249.53 feet with an interior angle of 03 degrees 21 minutes 50 seconds, a chord bearing of North 87 degrees 00 minutes 53 seconds West, and a chord length of 249.49 feet to a 5/8 inch iron rod set in the East line of the remainder of a called 5.500 acres tract of land described in Deed to Equity Trust Company as recorded in Document No. 20160621000778660 of said Official Public Records for the Southwest corner of the herein described tract, the Northwest corner of said 3.734 acres tract, and Northeast corner of a called 5.293 acres tract of land described in Deed to Collin County Toll Road Authority as recorded in Document No. 20171013001370520 of said Official Public Records;

THENCE North 01 degrees 18 minutes 11 seconds West, with the West line of said Ayala tract and the East line of said 5.500 acres tract, passing the Northeast corner thereof and the Southeast corner of a called 2.500 acres tract of land described in Deed to Equity Trust Company as recorded in Document No. 20160621000778650 of said Official Public Records, continuing along said course, passing the Northeast corner of said 2.500 acres tract and the Southeast corner of said 0.784 of an acre tract, and continuing along said course, a distance of 657.12 feet to the POINT OF BEGINNING and containing, within the metes and bounds herein recited, 3.837 acres of land, more or less.

Exhibit B Depiction of Property

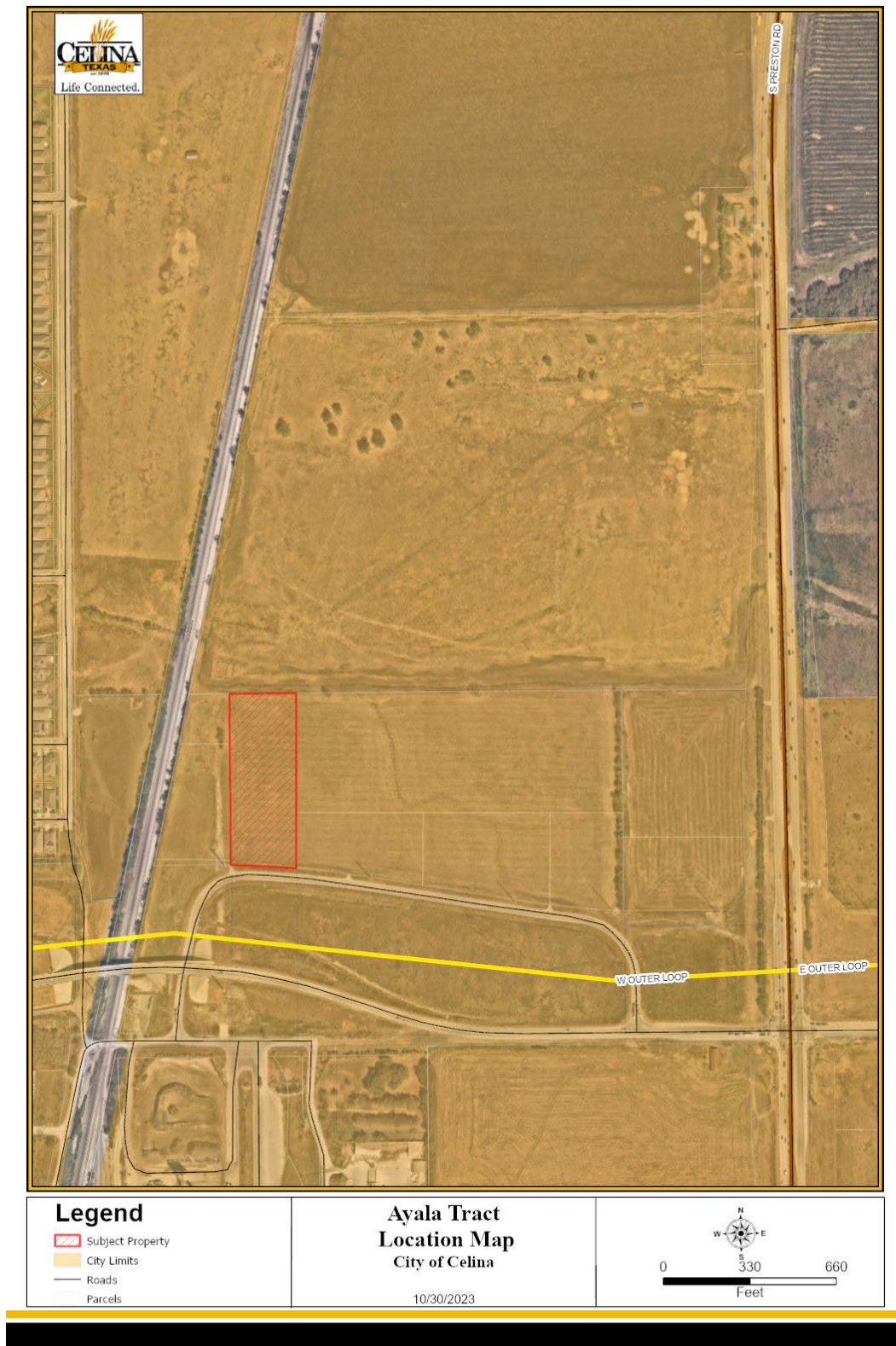


Exhibit C
Development Regulations
PD-77 (Ord. No. 2016-78)

Zoning

Development of the subject property shall abide by all standards in Planned Development (PD) No. 77; however, multi-family uses are not permitted on the tract.

Development Regulations
PD-77 (Ord. No. 2016-78)

1. *Review Process and Administration.*

- a. **Plan Review Process.** Development of land for construction includes two steps plus plat approval. The first step is the CP/GDP review and Planning and Zoning Commission (PZ) approval. The second step is site plan review and administrative approval.
- b. **Concept Plan/General Development Plan (CP/GDP).** The CP/GDP is intended to illustrate the general development pattern and character of the Planned Development. A CP/GDP approved by PZ shall be required before a site plan can be approved administratively. The CP/GDP may be submitted for approval before or at the time of site plan, with the site plan administrative approval running concurrent to PZ review of the CP/GDP.
- c. CP/GDP review shall be by PZ per City's public hearing requirements to include mailed public hearing notices to the property owners within 200 feet of the subject concept plan area, public hearing publications and signs posted per City regulations. A denial of PZ approval may be appealed to the City Council by the Applicant.
 - i. The applicant shall submit a CP/GDP and supporting information with the following requirements:
 - 1. CP/GDP shall cover an area of at least 60 acres or the size of the area delineated within this Planned Development, whichever is smaller.
 - 2. For any property less than 10 acres, the CP/GDP shall align with the context around the CP/GDP area. This can be established by:
 - a. Showing the existing (or proposed if none exist) CP/GDP's adjacent to the site and showing how the current CP/GDP aligns vehicle and pedestrian connections;
 - b. Extending potential pedestrian and vehicular connections to adjacent property; and/or
 - c. Showing how this CP/GDP is compatible with adjacent property.
 - 3. CP/GDP shall be noticed by signs and to owners within 200 feet of the subject area
 - 4. A CP/GDP is not intended to be a detailed proposal; rather, it shall illustrate the general location of land uses, basic street layout and treatment of transition areas to adjacent uses. The CP/GDP shall illustrate the proposed general design direction of the site with dimensional guidelines that provide

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adequate information about the design intent, intensity and phasing of the proposed plan.

5. The CP/GDP shall:

a. Demonstrate compliance with the Planned Development's purpose and development standards.

b. Prescribe requirements for a complete CP/GDP submittal including:

- i. Delineation of Character Zones for the development including one or more areas designated as (1) Commercial/Mixed Use, (2) Transition, (3) Neighborhood, and/or (4) Industrial/Light Manufacturing per the Development Standards Table in Section 6 below;
- ii. The layout of proposed mandatory blocks and streets and conceptual bikeways, trails and pedestrian paths;
- iii. The location and acreage of open space meeting at least the minimum required (see Development Standards Table in Section 6 below) as well as the type of open space. Open spaces are intended to be privately owned and maintained;
- iv. The location within each Character Zone of uses delineated generally as non-residential (retail, office, industrial), mixed use (both residential and non-residential), residential, and open space ;
- v. The approximate placement of buildings and anticipated scale if known at the time of CP/GDP;
- vi. General parking locations (surface and structured);
- vii. Preliminary drainage and water/sewer utility plan; and
- viii. Any additional materials needed to fulfill the requirements of a General Development Plan as described in Sec. 10.03.082 (g) of the City of Celina Code of Ordinances. A tree survey and mitigation plan may be deferred until site plan.
- ix. Fulfilling these requirements shall satisfy the requirements under the City of Celina Subdivision Ordinance for General

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Development Plans, Sec. 10.03.083, as exists or may be amended.

- c. Include a narrative that provides:
 - i. A statement of the purpose and intent of the proposed CP/GDP in terms of the anticipated nature of the development in each respective Character Zone at buildout, likely phasing, strategies to integrate natural features;
 - ii. A description of the mix of land uses and the anticipated design elements that will ensure compatibility both within the development site, and with adjacent land uses and development patterns.
- d. Statistical information including:
 - i. Gross acreage of the site, and net acreage of the site (less streets and open space);
 - ii. Amount of land devoted to open space (meeting the minimum required as established in the Development Standards Table below in Section 6), both in acres and as a percentage of the gross acreage of the site;
 - iii. The approximate amount of land devoted to different character zones, both in acres and as a percentage of the gross acreage of the site;
 - iv. A general plan for pedestrian, bicycle and vehicular circulation describing the general design capacity of the system as well as access points to community wide networks;
 - v. A traffic impact analysis (when submitting CP/GDP concurrently with site plan, the traffic impact analysis shall analyze the overall CP/GDP area. Where traffic impacts are less than 50 cars per hour per drive a traffic summary letter shall only be required). In addition, a TIA may be used to justify the cost share of on-site and off-site roads; and
 - vi. The maximum allowable building coverage and maximum height by each component area.

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- e. Street design standards (if different from City standard streets), including general streetscaping and pedestrian and cycling realm concepts such as general sidewalk dimensions associated with respective street types and trail concepts. Any standards differing from the Subdivision Ordinance shall be processed as a Subdivision variance; and
 - f. A landscape CP/GDP that includes: general layout for proposed landscaping including aspects of the public realm such as trees, streetscape treatments, front yards, and medians; proposals for required parking lot landscaping, screening, design concepts for all open spaces, lighting and any other information required by the City, all or a portion of which may be deferred to site plan.
 - 6. The applicant may request that the PZ waive any of the foregoing requirements of the CP/GDP that are not applicable to the review of a specific development and defer them to the site plan approval stage.
- d. **Site Plan.** A site plan administratively approved by the City Manager or his/her designee shall be required before a plat can be submitted for all development. Applications for site plans shall be submitted only after PZ has approved a CP/GDP for that area incorporated by the site plan.
 - i. The City Manager or his/her designee shall make a decision on a site plan only after receiving a recommendation of City Staff.
 - ii. In addition to information required by City standards for site plans, an application for site plan approval shall include:
 - 1. Any specific standards for signage that provide a design palette addressing the location, lighting, colors and materials for all development oriented signage in the site plan (tenant specific signage may be deferred to certificate of occupancy). Any signage not permitted by City of Celina Code of Ordinances shall be permitted to file for meritorious exception, Sec. 3.07.010 and apply through the requirements stated in that section; and
 - 2. Specific parking layout, parking count, and parking lot landscaping.
 - iii. Provide building elevations including materials, configurations of all building elements such as roofs, walls, doors, windows, openings and other architectural features, and specify the materials and configurations permitted) for walls, roofs, openings and other elements.
 - 1. The minimum and maximum building setbacks by Character Zone;

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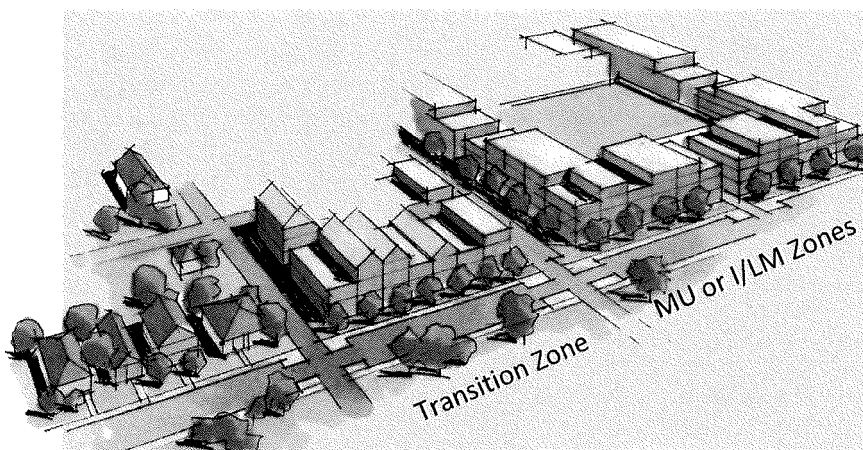
2. Building design standards for the proposed development specifying the range of materials and building configurations using diagrams or imagery as necessary; and
 3. Development standards (from Section 6 below) not already provided in the CP/GDP, by Character Zone, on the site plan and/or in the form of a table where needed.
- e. **Minor Modifications.** The City Manager or his/her designee may approve modifications to the CP/GDP, site plan or any standards in the Planned Development after a consultation with City Staff based on unique site conditions, creative design approaches, changed market conditions and the overall development context at the time of the application. Those minor modifications shall be allowed as long as they do not:
- i. Conflict materially and substantially with already approved adjacent site plans or constructed development under this Planned Development;
 - ii. Change the area of a Character Zone by more than 30% in land area of the original Character Zone;
 - iii. Shift thoroughfares and/or collectors by more than 200 feet;
 - iv. Substantially change the circulation of the major street/trail network; and/or
 - v. Substantially reduce the amount open space or fail to replace in another location, and in no case fall below the 5% minimum required.
- f. **Major Modifications.** Any modification beyond the permitted minor modifications shall be considered by PZ and shall be processed as a Concept Plan amendment through a PZ public hearing process, including property owner notice within 200 feet of the subject tract, public hearing publications and posted zoning signs, with recommendation from the City Staff. A denial of that approval may be appealed to the City Council by the Applicant.
- g. **Amendments to Approved Plans or Development Standards.** The CP/GDP shall establish an overall vision for the proposed development within the framework of flexible design standards established by the applicant in conjunctions with the PZ. Any amendments to the entire CP/GDP that are beyond minor modifications shall be considered a major change to an approved CP/GDP and shall be considered by the PZ with recommendation from the City Staff. A denial of that approval may be appealed to the City Council by the Applicant.
- h. **Appeals to Administrative Decision.** All other appeals of administrative decisions by the City Manager or his/her designee on the Site Plan or Minor Modifications shall be heard by the City Council with recommendation from the Planning and Zoning Commission.

2. Establishing District Standards.

a. General.

i. Application of the Character Zones within the CP/GDP shall adhere to the following requirements:

1. Any single character zone can be used entirely within a CP/GDP.
2. If a Neighborhood Zone is used in conjunction with Industrial/Manufacturing or Commercial Mixed-Use zones, the Transition Zone shall be used to buffer the Neighborhood Zone.
3. Generally, if the PD is adjacent to existing or planned Single-Family land uses (except in Corridor Overlay Areas), Industrial/Manufacturing or Commercial Mixed-Use zones shall be placed no closer than 200 feet from the single-family use property line, with Transition and/or Neighborhood zones being used within that area.



BUILDING SCALE APPROACH USED AT TRANSITION ZONE

4. The area of land allocated towards multifamily uses shall be entitled for at least 25 acres within the PD area with an overall average density of 24 dwelling units per acre.
5. In the case that the Industrial/Manufacturing or Commercial Mixed-Use zones are within a Corridor Overlay Area (Preston Road) the zones shall be separated by a public street, with transition standards for the development applicable to the height and mass of the development, see Section 7 d. *Single-Family Transition Standards.*

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- ii. Pedestrian Oriented Streets are used within the CP/GDP to achieve a higher level of pedestrian activity and connectivity. The amount of the required Pedestrian Oriented Streets in any one CP/GDP is determined by the character zone, within the Development Standards Table in Section 6 below.
 - iii. Pedestrian Oriented Streets include design considerations as follows:
 - 1. Limiting use of curb cuts along the Pedestrian Oriented Street;
 - 2. Planting street trees between the curb and the sidewalk, or within tree wells in the sidewalk area. Street trees will be permitted in conjunction with a repair/maintenance agreement. Street tree locations shall be subject to the review and approval of the City Manager or his/her designee;
 - 3. Include the use of traffic calming designs (narrowing of pavement section, striping, elevated crosswalks, etc.);
 - 4. Adhering to the setback range according to the Development Standards; and
 - 5. Utilizing shading devices along the non-residential or mixed-use building frontage, such as porches, awnings, pergolas and other similar shade devices.
 - iv. Open space along a street shall count towards Pedestrian Oriented Street requirement.
- b. Commercial Mixed-Use. Intended to be used for commercial uses and mixed-use developments for urban, semi-urban or suburban developments. Generally, this character zone should be used within a Corridor Overlay Area and within areas intended for placemaking or neighborhood centers.
 - c. Transition. Intended to have a mix of neighborhood services, small office and variety of housing types to appropriately transition neighborhood residential to commercial and industrial/manufacturing zones.
 - d. Neighborhood. Primarily residential with variety types and sizes of lots.
 - e. Industrial/Light Manufacturing. Primarily employment with neighborhood services.
 - f. Corridor Overlay Areas along Preston Road. The following standards shall apply within 200 feet of Preston Road.

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- i. Single Family with lots greater than 30 feet in width shall not be permitted within the Corridor Overlay Areas.
- ii. Single Family 30 feet or less in width shall be permitted within the Preston Road Corridor Overlay Area.
- iii. Single Family Townhouse (Attached) residential shall be permitted within the Preston Road Corridor Overlay Area.
- iv. Multi Family – Minimum 4 stories with surface parking: shall be permitted within the Preston Road Corridor Overlay Area.
- v. Multifamily – Minimum 3 stories with surface parking shall be allowed within the Preston Road Corridor Overlay Area.
- vi. Transition from existing single family within the Preston Road Corridor Overlay Area shall be provided through the use of a street or alley, while following the Section 7 d. *Existing Single-Family Transition Standards*.

3. Schedule of Uses

- a. The following Uses Shall be Permitted by Right (unless otherwise indicated as conditional) by Character Zone as established by the CP/GDP:

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
P = Permitted C= Conditional Use Permit (CUP) See section 3 b				
RESIDENTIAL				
Accessory building/structure (residential)			P	
Accessory building/structure (non-residential)	P	P	P	P
Accessory dwelling ¹		P	P	
Caretaker's/guard's residence	C	C	C	C
Community home		P	P	

¹ Accessory dwelling for this PD is intended to be permitted as an additional dwelling unit above or to the side of a detached garage, or may also be attached or detached individually to the primary residence on the site. There is no lot size minimum for inclusion of an accessory dwelling within this PD.

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Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Duplex/two-family				
Dwelling unit aboveground floor business	P	P	P	
Family home adult care		C	C	
Family home child care		C	C	
Four-family (quadraplex, stacked residential within one structure)	P	P	P	
Home occupation	P	P	P	
Living quarters on-site with a business	C	C	C	C
Multifamily	P	P		
Private street subdivision		C	C	
Rooming/boarding house	C			
Single-family detached		P	P	
Single-family industrialized home				
Single-family townhouse (attached)		P	P	
Single-family zero lot line/patio homes		P	P	
Three-family (triplex)		P	P	
OFFICE				
Armed services recruiting center	P	P		P
Bank/credit unions	P	P		P
Credit agency	P	P		P
Insurance agency offices	P	P		P
Offices (brokerage services)	P	P		P
Offices (health services)	P			P
Offices (legal services)	P	P		P
Offices (medical office)	P			P
Offices (professional and general business)	P	P		P
Real estate offices	P	P		P
Savings and Loan	P			P
Security monitoring company (no outside storage)	P			P
Telemarketing agency	P			P
PERSONAL & BUSINESS SERVICES				
Ambulance service (private)	C			P
Appliance repair	C			P
Artist studio	P	P	C	P
Automatic teller machines (ATM's; maximum 2 in any one location)	P	P		P
Automobile driving school	C			P

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Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Barber shop (non-college)	P	P		P
Beauty shop (non-college)	P	P		P
Bed & breakfast inn	P	C	C	P
Communication equipment (no outdoor sales or storage)	P	P		P
Computer sales	P	P		P
Dance/drama/music schools (performing arts)	P	P		P
Extended stay hotels (residence hotels)	P			P
Exterminator service (no outdoor sales or storage)	C			P
Financial services (advice/invest)	P	P		P
Funeral home with crematorium				C
Funeral home without crematorium	P			P
Hotel	P			P
Kiosk (providing a service as a permanent structure and within a publicly accessible open space or retail area; must be in addition to a primary structure and may not be placed within 100 feet of public street right-of-way)	P	C		P
Laundry/dry cleaning (drop off/pick up)	P	P		P
Locksmith	P	P		P
Martial arts school	P	P		P
Media production studio	P	P		P
Mini-warehouse/self storage	C			P
Photocopying/duplicating	P	P		P
Photography studio	P	P		P
Plant nursery (grown for commercial purposes)	P			P
Security quarters as associated with a business (live-in)	C	C		C
Sexually oriented business				
Seasonal business	P			P
Shoe repair	P	P		P
Studio for radio or television (without tower)	P			P
Tailor shop	P	P		P
Telephone/cable exchange	P			P
Temporary business	P	P		P
Tool rental (indoor storage)	P			P
Tool rental (outdoor storage)	C			P
Travel agency	P	P		P
RETAIL				

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Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
All terrain vehicle dealer/sales or service (No outdoor display)	C			P
Antique sale	P	P		P
Any retail use with a drive through	P			P
Art dealer/gallery	P	P		P
Auto supply store for new & rebuilt parts (no auto repair)	P			P
Bakery (retail)	P	P		P
Bike sales and/or repair	P	P		P
Book store	P	P		P
Building material sales/lumber	C			P
Cabinet shop (manufacturing)				P
Cafeteria	P			P
Check cashing service/pay day loans				
Clothing & accessories (new)	P			P
Confectionery store (retail)	P			P
Consignment shop	P			P
Convenience store	P			P
Convenience store (with gas sales)	P			P
Department store	P			P
Drapery shop/blind shop	P			P
Florist	P	P		P
Food or grocery store	P			P
Food Truck Park (providing semi-permanent or occasional food truck parking within a property with required hookups for proper drainage and other services and shall be permitted only upon adoption by the City of an ordinance regulating general operations)	P	C		P
Furniture sales (indoor)	P			P
Garden shop (inside storage)	P			P
Gift/toy shop	P			P
Gravestone/tombstone sales				P
Handicraft/artisans shop	P	P		P
Hardware store	P			P
Home improvement center	P			P
Jewelry store	P	P		P
Lawnmower sales and/or repair	P			P
Major appliance sales (indoor)	P			P
Market (public)	C	C	C	C

GROUP 3 OLD CELINA PD CONDITIONS AND DEVELOPMENT STANDARDS

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Motorcycle dealer (new and/or repair; no outdoor storage)	P			P
Needlework shop	P	P		P
Personal services	P	P		P
Personal watercraft sales (new and/or repair; no outdoor storage)	P			P
Pet care facility (indoor)	P	P		P
Pet shop/supplies	P	P		P
Pharmacy	P	P		P
Plant nursery (retail sales outdoors)	P			P
Recycling kiosk				
Restaurant	P	P		P
Restaurant (drive-in service)	P			P
Restaurant (with drive-through service)	P			P
Security systems installation company	P			P
Silk screen printing/tee shirt shop	P			P
Sporting goods	P			P
Stamps, coin, & other collectables	P			P
Temporary outdoor retail sales/commercial promotion	P	P		P
Upholstery shop (non-auto)	P			P
Used merchandise; furniture, antique shop store	P			P
Vacuum cleaner sales and repair	P			P
Veterinarian (indoor kennels)	P			P
Veterinarian (outdoor kennels)				P
Woodworking shop (ornamental)	P	P		P
TRANSPORTATION & AUTO SERVICES				
Auto body repair				P
Auto dealer (primarily new)	C			C
Auto financing & leasing (indoor; max 250 cars)	P	P		P
Auto glass repair/tinting	C			P
Auto interior shop/upholstery	C			P
Auto laundry or carwash (attended)	C			P
Auto laundry or carwash (unattended)	C			P
Auto muffler shop	C			P
Auto paint shop	C			P
Auto repair (major)	C			P
Auto repair (minor)	C			P

GROUP 3 OLD CELINA PD CONDITIONS AND DEVELOPMENT STANDARDS

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Auto repair as an associated use to retail sales	C			P
Auto tire repair/sales (indoor)	P			P
Auto wrecker service				P
Automobile accessory installation (minor)	C			P
Full service carwash (detail shop)	C			P
Limousine/taxi service	C			P
Parking lot structure, commercial (auto)	P	P		P
Quick lube/oil change/minor inspection	P			P
Rental car/sales	P			P
Tire dealer, with open storage	C			P
Tire dealer, without open storage	P			P
AMUSEMENT & RECREATION SERVICES				
Amusement devices/arcade (4 or more devices)	P			P
Amusement park	C			C
Amusement ride	C			C
Amusement services (indoors)	P			P
Amusement services (outdoors)	C			P
Billiard/pool facility (three or more tables)	P			P
Bingo facility	P			P
Bowling center	P			P
Broadcast station (with tower)				C
Carnival	C			C
Country club (private)	P	P	C	P
Dance hall/dancing facility	P			P
Day camp for children	P	P		P
Dinner theatre	P	P		P
Exhibition hall	P	P		P
Fair ground/exhibition area	C	C	C	C
Golf course (miniature)	P			P
Golf course (public/private)	P	C	C	P
Health club (physical fitness)	P	P		P
Indoor sports facility	P	P		P
Motion picture studio, commercial film	P	P		P
Motion picture theater (indoors)	P			P
Museum	P	P	P	P

GROUP 3 OLD CELINA PD CONDITIONS AND DEVELOPMENT STANDARDS

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Park and/or playground	P	P	P	P
Rodeo grounds				C
Skating rink	P			P
Temporary amusement rides (additional zoning requirements for temporary uses)	P	P	P	P
Tennis court (lighted)	P	P	P	P
Theater (non-motion picture)	P	P		P
Travel trailers/R.V.'s (short term stays)				P
Video rental/sales	P	P		P
INSTITUTIONAL & GOVERNMENTAL				
Antenna (commercial)	Sec. 14.04.003			
Antenna (noncommercial)	P	P	P	P
Assisted living facility	P	P	C	C
Broadcast towers (commercial)	Sec. 14.04.003			
Cellular/wireless communications tower	Sec. 14.04.003			
Child day care (business)	P	P	C	C
Church/place of worship	P	P	P	P
Civic club	P	P		P
Clinic or office (medical)	P	P		P
Community center (municipal)	P	P	P	P
Electrical generating plant				C
Electrical substation				C
Emergency care clinic	P	C		P
Fire station	P	P	P	P
Franchised private utility	P	P	P	P
Fraternal organization	P	C		P
Governmental building (municipal, state or federal)	P	P	P	P
Group day care home	P	C	C	P
Heliport				C
Helistop	C			C
Hospice	P			P
Hospital (acute care/chronic care)	C	C	C	P
Landfill				C
Library (public)	P	P	P	P
Mailing service (private)	P	P		P
Non-profit activities by church	P	P	P	P

GROUP 3 OLD CELINA PD CONDITIONS AND DEVELOPMENT STANDARDS

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Nursing/convalescent home	P	P		P
Orphanage				
Philanthropic organization	P	P		P
Post office (governmental)	P	P	P	P
Radio/Television Tower (Commercial)	C			C
Rectory/parsonage	P	P	P	P
Rehabilitation care institutions	P	C		P
Retirement home/home for the aged	P	P	P	P
School, business/commercial trade	P	P		P
School, driving/defensive driving	P	P		P
School, K through 12 (private)	P	P	P	P
School, K through 12 (public)	P	P	P	P
Senior center	P	P	P	P
Telephone and exchange, switching or relay station	P	P		P
Wastewater treatment plant (public)	C	C	C	C
Water treatment plant (public)	P	P	P	P
COMMERCIAL & WHOLESALE TRADE				
Book binding	P	P		P
Dry cleaning plant				P
Feed & grain store	C			C
Food processing				P
Furniture craftsman (artisan)	P	P		P
Furniture manufacture	C	C		P
Heating & air-conditioning sales/services	P			P
Manufactured home sales				C
Pawn shop	P			P
Propane Refill	C			P
Propane Exchange	P			P
Recycling center				
Taxidermist				P
Transfer station (refuse/pickup)				P
Veterinarian (with outdoor kennels or pens)				P
Veterinarian (without outdoor kennels or pens)	P			P
Warehouse/office warehouse	C			P
Welding shop	P	P		P

GROUP 3 OLD CELINA PD CONDITIONS AND DEVELOPMENT STANDARDS

Character Zones	Commercial/ Mixed-Use	Transition	Neighborhood	Industrial/ Light Manufacturing
Uses				
Winery	C	C		C
LIGHT MANUFACTURING				
Commercial irrigation well	P	P	P	P
Concrete or asphalt batching plant (temporary)	C	C	C	C
Concrete or asphalt batching plant (permanent)				C
Contractor's office/sales (no outside storage)	C	C	C	C
Contractor's temporary on-site construction office	C	C	C	C
Electronic assembly	C			P
Engine motor manufacturing/re-manufacturing				P
Heavy manufacturing				C
Laboratory equipment manufacturing	C			P
Light manufacturing				P
Machine shop	C			P
Maintenance & repair service for buildings	C			P
Micro brewery/sales and consumption (on-site mfg.) with distribution	C			P
Micro brewery/sales and consumption (on-site mfg.) without distribution	P	P		P
Mining/drilling				P
Open storage/outside storage	C	C		C
Plumbing shop				P
Research lab (non-hazardous)	C	C		P
Recycling center				
Sand/gravel sales (storage)				C
Sign manufacturing	P			P
Stone/clay/glass manufacturing				C

- b.** Conditional Uses. Conditional uses shall be processed in accordance with Article 14.03, Division 2, CUP, Celina Code of Ordinances. Notifications for conditional uses shall be done for properties within 200 feet of subject property.

4. Character Zones and Development Standards.

- a.** All standards marked "flexible" shall be defined during the CP/GDP submittal.

GROUP 3 OLD CELINA PD CONDITIONS AND DEVELOPMENT STANDARDS

PD Development Standards Table				
Character Zone	Commercial Mixed use	Transition	Neighborhood	Industrial/Light Manufacturing
Development Standard				
1. Building and Site Standards				
a. Principal Building Height*	No maximum	5 stories or 65 feet	3 stories or 45 feet	No maximum
* Building height shall be measured in number of stories. Habitable attics and mezzanines shall be excluded from the height calculation as long as they do not exceed 50% of the floor area of a typical floor in the same building. Heights shall be measured to the top of parapet or to the eaves of a pitched roof.				
b. Setbacks (max. and min.)**	Note about measuring setbacks: In cases where the ROW is established at or behind the curb line of streets, setbacks shall be measured from the edge of the pedestrian easement or streetscape zone or utility easement closest to the building face along that street.			
Front – Pedestrian Oriented Streets	Min. setback = 5' - 15'; Max. setback = 25'	Min. setback = 5' - 15'; Max. setback = 25'	Min. setback = 5' - 15'; Max. setback = 25'	Min. setback = 5' - 15'; Max. setback = 25'
Front – Corridors (Preston Road)	Min. setback = 20'; Max. setback = flexible	Min. setback = 20'; Max. setback = flexible	Min. setback = 20'; Max. setback = flexible	Min. setback = 20'; Max. setback = flexible
Front – General Streets	Min. setback = 5'; Max. setback = flexible	Min. setback = 5'; Max. setback = flexible	Min. setback = 5'; Max. setback = flexible	Min. setback = 5'; Max. setback = flexible
Side	Min. setback = 5'; Max. setback = Flexible	Min. setback = 5'; Max. setback = Flexible	Min. setback = 5'; Max. setback = Flexible	Min. setback = 5'; Max. setback = Flexible
Rear	Min. setback = 5'; Max. setback = Flexible	Min. setback = 5'; Max. setback = Flexible	Min. setback = 5'; Max. setback = Flexible	Min. setback = 5'; Max. setback = Flexible
**Minimum and/or maximum setback standards shall be proposed by the applicant for each character zone based on the above criteria and Development Standards established in this PD. All buildings shall be required to meet Fire Code and International Building Code as adopted by City of Celina.				
**Specific standards for curvilinear streets may be proposed.				
^ Maximum setbacks along pedestrian oriented streets that are along improved public space (park, plaza or other civic feature) between the street/sidewalk and building face may exceed the standards established in this table by the total width of the open space.				
c. Minimum Building Frontage [€]				
Pedestrian Oriented Frontage	60%	50%	30%	Flexible
All other Frontages	None required	None required	None required	None required
€Corner building facades at street intersections shall be built within the setback range for a minimum of 30' from the corner along both streets or the width of the corner lot, whichever is less. This standard shall apply to any street intersection with a Pedestrian Oriented Street designation (even if the cross street has a General Frontage designation).				
d. Accessory buildings	Permitted	Permitted	Permitted	Permitted
Standards for accessory buildings, structures and dwellings shall be provided by the applicant. The standards shall result in these accessory uses being smaller in size and scale to the principal building. Accessory building should be a necessary component to the primary use.				
e. Principal building orientation	Buildings shall be oriented to a Pedestrian Oriented frontage or toward another focal point such as open space or environmental feature. If neither is available, buildings shall orient towards other street.			
f. Building façade & architectural design standards	The applicant shall propose appropriate building façade and architectural design standards for all the character zones in the development with the application for CP/GDP. They shall be based on the criteria established in this PD.			
2. Block and Lot Standards				
a. Block Type	Regular (square or rectangular) Irregular blocks may be permitted only if natural topography, existing roadways, and/or vegetation prevents a rectilinear grid			
b. Block Perimeter (edge of a block may be created by public or private street, green space, or easement)*	Max. block perimeter = 3,500' (Block perimeter maximum can be exceeded with either public or private roads that create interconnected access within parking areas and/or safe pedestrian connections accessing through the larger block)	Max. block perimeter = 3,000'	Max. block perimeter = 3,000'	Max. block perimeter = Flexible
* A private street or private drive is a street built to subdivision standards but is not dedicated as right-of-way and maintained by private developer, organization or association.				
c. Pedestrian Oriented Development Frontage (Frontages along open spaces shall be considered Pedestrian Oriented development frontage) [#]	Minimum of 20% of all new block frontages to be designated as Pedestrian Oriented Development Frontage	Minimum of 10% of all new block frontages to be designated as Pedestrian Oriented Development Frontage	Not Applicable	Not Applicable

GROUP 3 OLD CELINA PD CONDITIONS AND DEVELOPMENT STANDARDS

PD Development Standards Table				
Character Zone Development Standard	Commercial Mixed use	Transition	Neighborhood	Industrial/Light Manufacturing
d. Lot Area	No minimum or maximum	1000 sq. ft. minimum	1000 sq. ft. minimum	No minimum or maximum
e. Lot Width	No minimum or maximum	20' width minimum	20' width minimum	No minimum or maximum
f. Minimum Lot Size/Type Mix. Required	None	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48' or less in width (maximum of 50% of lots within CP/GDP) 2. 49'-59' 3. 59'-69' 4. 69' or greater	Overall, at least 3 lot sizes/types with at least 20% minimum for each type if 3 types used. Types: 1. 48' or less in width (maximum of 30% of lots within CP/GDP) 2. 49'-59' 3. 59'-69' 4. 69' or greater	None
g. Maximum Lot Coverage	95%	90%	80%	95%
3. Street Design Standards				
These standards shall apply to all new streets, public and private, located in the Planned Development including street established by the City's Master Thoroughfare Plan where feasible. Streets shall provide a safe and inviting walking environment through an interconnected network of roads with sidewalks, street trees, street furniture, and amenities. Cul-de-sacs shall be limited to locations (1) where the lot pattern is not capable of efficient design otherwise or (2) with natural features such as topography or stream corridors that prevent a street connection. Development shall comply with the City of Celina Engineering Design Standards and Standard Details. In the absence of design standard alternative, standards such as the <i>ITE Manual for Designing Walkable Urban Thoroughfares</i> and/or <i>NACTO's Urban Street Guide and Bicycle Guide</i> may be utilized as permitted upon approval of the City Manager, or his/her designee. Bicycle facility widths may be modified based on the City's adopted Master Thoroughfare Plan standards.				
a. On-street Parking (along all internal streets except alleys) • Parallel	Permitted	Permitted	Permitted	Permitted
• Angled (head-in or reverse angled).	Permitted	Permitted	Permitted	Permitted
• Head in perpendicular	Not permitted (unless special condition)	Not permitted	Not permitted	Permitted
b. Parking lane width max. • Parallel • Angled • Head in	8 feet 18-20 feet 9-10 feet	8 feet 18-20 feet	8 feet 18-20 feet	8 feet 18-20 feet 9-10 feet
c. Alleys ² permitted according to City of Celina Engineering Design Standards and Fire Code	Permitted	Permitted	Permitted	Permitted
4. Streetscape Standards				
a. Sidewalks/Trails/ Walkways	6 feet (minimum)	5 feet (minimum)	4 feet (minimum)	4 feet (minimum)
b. Street trees (requires a repair/ maintenance agreement. Street tree locations shall be subject to the review and approval of the City Manager or his/her designee)	Required	Required	Required unless using a tree in front yard	Permitted
The applicant shall submit a proposed street tree planting plan, including a tree palette and spacing as a part of the Landscape Concept Plan, which shall be reviewed as part of the CP/GDP or may be deferred to Site Plan.				
5. Open Space Standards				
a. Open Space*	Required	Required	Required	Not Applicable

² Alleys in accordance with the City of Celina Subdivision Ordinance shall be required for all residential development with lots 50 feet or less in width.

GROUP 3 OLD CELINA PD CONDITIONS AND DEVELOPMENT STANDARDS

PD Development Standards Table				
Character Zone Development Standard	Commercial Mixed use	Transition	Neighborhood	Industrial/Light Manufacturing
	Squares, greens and plazas	Squares, greens, playgrounds, parks and plazas	Playgrounds, parks and greens	
<i>*Overall open space allocations in the PD shall be a minimum of 10% of the gross area of the entire site included in the CP/GDP and shall be distributed appropriately between the character zones. Up to 50% of stormwater detention or retention, or preserved and enhanced floodplain (when incorporating passive or active recreation (.i.e trails, ball fields, etc.) shall be counted towards the open space requirement within the CP/GDP.</i>				
6. Parking & Screening Standards				
a. Off-street parking minimum*	Non-residential: 1 per 300 sq. ft. (gross interior space) Industrial/Commercial: 1 per 500 sq. ft. (gross interior space, excluding warehouse/storage areas) Multi-Family: 1.5 spaces per unit Single-Family residential with lots 40 feet or less in width: 2 spaces per unit on-site and in a garage** Single-Family residential with lots greater than 40 feet in width: 2 garage spaces plus two additional on-site parking spaces Lodging: .5 spaces per room			
<i>* City manager or designee may modify parking standards based on a shared parking plan or alternative comprehensive parking plan submitted by Applicant.</i>				
<i>** Lots 50 feet in width or less shall have garage access from the side (for corner lots) or from an alley or common/shared driveway at the rear of the lot.</i>				
b. Off-street loading	Encouraged to be placed along an alley or parking area and not be placed along Pedestrian Oriented Streets. Screening required if along a street.			
c. Screening	Required for non-residential uses			
1. Trash/recycling receptacles	Flexible for residential uses (along alleys if alleys are provided)			
2. Other utility equipment	See section 7 neighborhood and building design standards			
3. Loading spaces	Screening required for non-residential uses.			
4. Surface parking areas	Required/Flexible (City standard or applicant may propose alternative screening standards at the time of CP/GDP.)			
7. Landscape and Streetscape				
a. Landscaping#	Required only for non-residential uses Landscaping shall be permitted to use fountains, outdoor speakers, and special lighting in gathering spaces, plazas and other public spaces.			
1. Landscape/Fencing buffer between surface parking and sidewalks/trails and streets (except alleys)				
2. Parking lot minimum interior landscaping	Parking islands shall be landscaped and shall include at least one tree in each island that is 5 feet wide or greater or grouping of shrubs and seasonal flowers for areas less than 5 feet wide. Landscaped edges along parking lots shall be landscaped to include trees and shrubs.			
<i>#The applicant shall provide a landscape concept plan with the CP/GDP application that identifies landscape themes and general design approach addressing street tree planting, streetscape treatments, any required screening, parking lot landscaping, and landscaping proposed in all the identified open space areas. Information provided at the CP/GDP phase may be schematic meeting the design intent of the proposed development. All or portions of the Landscape Plan may be deferred until Site Plan as elected by Applicant.</i>				
b. Lighting	Required			
1. Street Lighting	1. Lighting shall be provided per the City of Celina Engineering Design Standards and Standard Details.			
2. Building entrances	2. Street lighting:			
3. Parking areas, trails, and streets	a. Pedestrian oriented lighting shall be no taller than 16 feet high and shall be spaced an average of 50 feet on center, coordinated with street trees.			
	3. Building/Unit Entrances: Shall have a minimum of one sconce or lighting device placed adjacent to the doorway.			
	4. Parking Areas: Shall be lit according to City Standards.			
	5. Trails and Sidewalks: In the absence of vehicular oriented lighting, pedestrian oriented lighting shall be used for appropriate lighting of the pedestrian facilities.			

5. Neighborhood and Building Design Standards

a. General Layout Standards.

GROUP 3 OLD CELINA PD CONDITIONS AND DEVELOPMENT STANDARDS

- i. The CP/GDP shall contain a network of connected streets and walkways that provide a variety of routes and disperse traffic. Streets shall be designed to create a pleasant walking environment with on-street parking and shading treatments where feasible.
- ii. The lots and a variety of buildings shall form a cohesive neighborhood pattern that allows streets to function as civic spaces.
- iii. Driveway sizes and locations shall minimize the impact of the automobile on the public realm.

b. **Building Façade.**

- i. The minimum ground floor height as measured from the finished sidewalk to the second floor for all vertical mixed-use, commercial and live-work buildings shall be 12 feet. The minimum finished floor height for all upper floors of vertical mixed-use, commercial and live-work buildings shall be 10 feet. The minimum floor to floor height for all other buildings shall be 10 feet.
- ii. All development shall provide ground floor windows on the building façade facing and adjacent to a street (with the exception of alleys) or facing onto an open space.
- iii. The minimum required area of windows and doors on the ground floor for non-residential and vertical mixed-use along pedestrian oriented streets and open space is 60% of the ground floor façade area. Uses requiring special security requirements (banks, jewelry stores or other similar uses) are exempt from this requirement.
- iv. The required area of windows and doors on the ground floor for all other uses and streets is 30% of the ground floor area.
- v. The required area of windows and doors on the upper floors for all uses is 20% of the upper façade area.
- vi. Unless a special security condition, darkly tinted windows and mirrored windows that block two-way visibility shall not be permitted along pedestrian oriented streets.
- vii. Architectural Design and Materials shall ensure that the development and its buildings are of enduring and exemplary quality and design.

c. **Building Materials**

- i. **Commercial, Mixed-Use, Non-Residential and Multi-Family Buildings**

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1. At least 80% of each building's façade (excluding doors and windows) along all streets shall be finished in one or more of the following materials:
 - a. Masonry (brick, stone, stucco utilizing a three-step process, cast stone, rock, marble, granite, curtain glass, or glass block)
2. No more than 20% of each façade along all streets shall use accent materials such as wood, architect metal panel, split-face concrete block, tile, or pre-cast concrete panels.
3. At least 60% of each building's façade (excluding windows and doors) not facing a street shall be finished in one or more of the following materials:
 - a. Masonry (brick, stone, stucco utilizing a three-step process, cast stone, rock, marble, granite, curtain glass, or glass block)
4. No more than 40% of each façade not facing a street shall use accent materials such as wood, architect metal panel, split-face concrete block, tile, or pre-cast concrete panels.
5. EIFS may only be used 8 feet above the ground floor and is prohibited on all building elevations with the exception of its use for exterior trim and molding features.
6. For Multi-Family, EIFS shall only be used for trim above the first floor.
7. Cementitious-fiber clapboard (not sheet) may only be used on the upper floors only of any commercial frontage on any street or alley façade and shall be limited to no more than 20% along Pedestrian Oriented Streets.
8. Roofing materials visible from any public right-of-way shall be copper, factory finished standing seam metal, slate, synthetic slate, 20-year warrantee composite shingle or materials of comparative durability and lifecycle.

ii. Single-Family Buildings

1. The street facing façade(s) shall be 100% masonry (excluding windows and doors). A minimum of 75% of all other building facades (excluding doors and windows) shall be finished in one or more of the following materials:
 - a. Masonry (brick, stone, stucco utilizing a three-step process, cast stone, rock, marble, granite, or glass block)

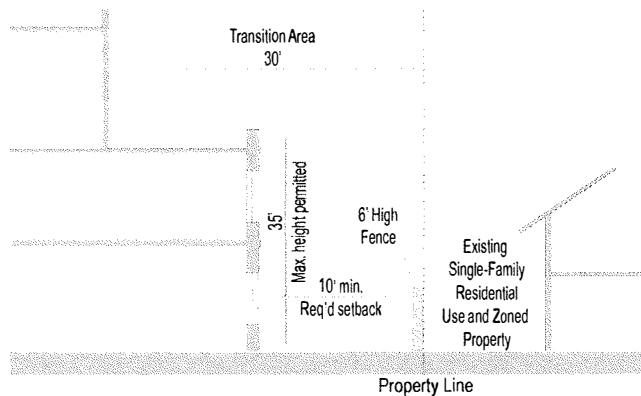
GROUP 3 OLD CELINA PD CONDITIONS AND DEVELOPMENT STANDARDS

- b. Above the eave line, wood or cementitious fiber clapboard (not sheet) may be used to frame façade elements that rise above the roofline (i.e. chimneys, dormers, etc.)
- 2. No more than 25% of all building facades shall use accent materials such as cementitious-fiber clapboard (not sheet), or wood.
- 3. No more than 5% of all building facades shall use accent materials such as architectural metal.
- 4. When building in a traditional single-family architectural style reminiscent of historic Celina homes (i.e. craftsman style), an alternative material palette may be requested with approval by City Staff prior to building permit. Appeals to denial decision shall be considered by PZ and City Council.
- 5. Roofing materials visible from any public right-of-way shall be copper, factory finished standing seam metal, slate, synthetic slate, 20-year warrantee composite shingle or materials of comparative durability and lifecycle.
- 6. Roof pitches on single family shall be one of the following:
 - a. Flat or semi-pitched (less than 2% slope) and completely framed by a parapet at least 2 feet in height.
 - b. Other pitched roof types with a minimum 6:12 slope.
 - c. Attached porch roof pitches shall be a minimum of 3:12.
 - d. Other pitches, such as shed roofs, that are desired and established as a traditional architectural style may be submitted for consideration by PZ prior to building permit.

d. Existing Single-Family Transition Standards

- i. The following transition standards shall apply to all new building construction and all upper story additions to existing buildings located adjacent to any existing single-family detached uses and property zoned SFD. This requirement shall NOT apply if an alley or other similar right-of-way separates the subject lot and the existing single-family detached uses.

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1. Transition Area shall be 30 feet minimum.
 2. Building Height at and/or within the Transition area shall be 35 feet maximum.
 3. Required side or rear setback shall be 10 feet minimum or match the side or rear setback in the adjacent subdivision.
- ii. A Residential Transition Area fence (minimum 6 feet and maximum 8 feet high) shall be required when adjacent to any existing single-family detached residential uses and shall be optional for all other adjacencies. The required fence shall be constructed of masonry or block matching or compatible to the primary building masonry material or a common community masonry material. A 6-foot wide landscape buffer with evergreen shrubs planted at 3' on center and 6' min. in height at maturity shall also be required to be planted within the landscape buffer parallel to the subject single-family residential use property line.
 - iii. It is the responsibility of the development to construct and maintain the fence and landscape when constructed as part of the development adjacent to existing single-family detached residential uses.

e. Design of Parking Structures

- i. To the extent possible, the amount of street frontage devoted to a parking structure shall be minimized by placing the shortest dimension(s) of the parking structure along the street edge(s).
- ii. Where above ground structured parking is located at the perimeter of a building with street frontage, it shall be screened in such a way that cars on all parking levels are appropriately screened from view. Architectural screens shall be used to

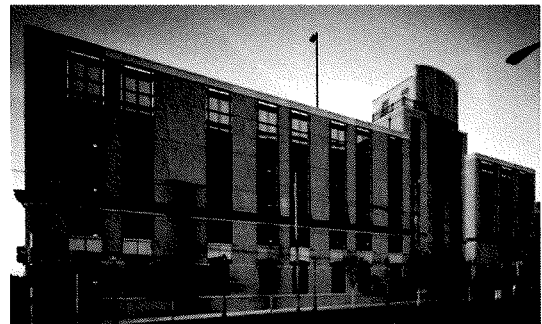
GROUP 3 OLD CELINA PD CONDITIONS AND DEVELOPMENT STANDARDS

articulate the façade, hide parked vehicles, and shield lighting. Parking garage ramps shall not be visible from any street.



Illustrative Examples of Parking Garage Screening

- iii. Garage parking in a multi-story building shall be behind storefronts or residential units facing any street frontage in order to substantially inhibit and shield views of the garage from adjacent streets.
- iv. Ground floor façade treatment (building materials, windows, and architectural detailing) shall be continued to the second floor of a parking structure along all streets.



Images showing required façade treatment of parking garages along streets

- v. When parking structures are located at street intersections, corner emphasizing elements (such as towers, pedestrian entrances, signage, glazing, etc.) shall be incorporated.
- vi. Parking structures and adjacent sidewalks shall be designed so pedestrians and bicyclists are clearly visible (through sight distance clearance, signage, and other warning signs) to entering and exiting automobiles.



Images showing appropriate design of Parking Structures

f. Screening of Parking and Equipment

- i. Street screen required. Any frontage along pedestrian oriented streets or open space with surface parking within the setback range shall be defined by a 3-foot high street screen. Furthermore, along all streets (except alleys), service areas shall be screened in such a manner that the service area shall not be visible to a person standing on the property line on the far side of the adjoining street. Required street screens shall be of one of the following:
 1. The same building material as the principal structure on the lot; or
 2. A vegetative screen composed of shrubs planted to be opaque at maturity;
or
 3. A combination of the two.
- ii. The required street screen shall be located at the minimum setback line along the corresponding frontage.
- iii. Street screens cannot block any required sight triangles along a cross street or driveway.
- iv. Street screens may include breaks to provide pedestrian access from any surface parking or service area to the public sidewalk.

GROUP 3 OLD CELINA PD CONDITIONS AND DEVELOPMENT STANDARDS

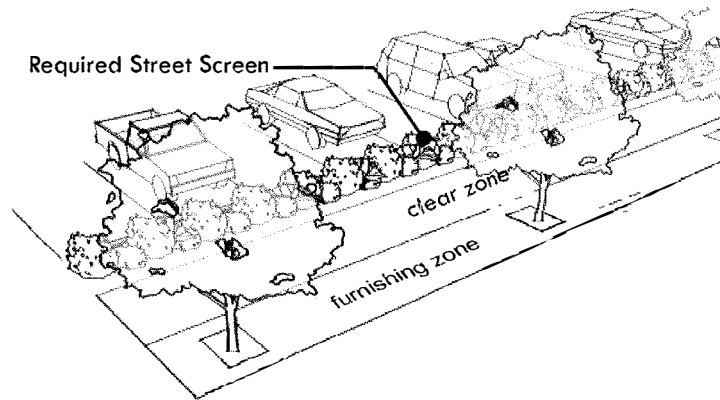


Illustration showing required street screen along all pedestrian oriented street and open space frontages without a building within the setback range

- v. Screening of roof mounted equipment. All roof mounted mechanical equipment (except solar panels) shall be screened from view of a person standing on the property line on the far side of the adjoining street. The screening material used shall be the same as the primary exterior building material used.

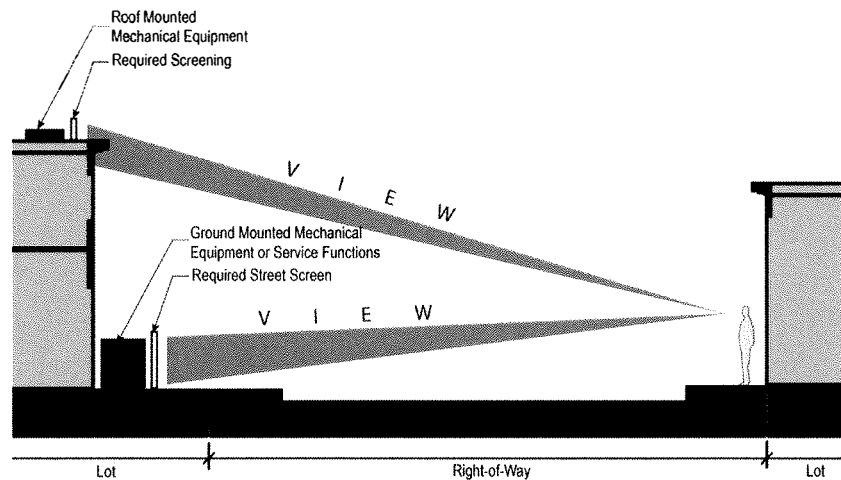


Illustration showing required screening of roof and ground mounted equipment



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: December 12, 2023
Re: Harper Estates - C-3 Expedited Annexation

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 100 acres; generally located west of future Peterman Parkway and approximately 1,600 feet north of future Sunset Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Harper Estates – C-3 Expedited Annexation) (Mohan)

Background Information:

The request is to annex approximately 100 acres; generally located west of future Peterman Parkway and approximately 1,600 feet north of future Sunset Boulevard, per the governing Development Agreement. 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 as presented.

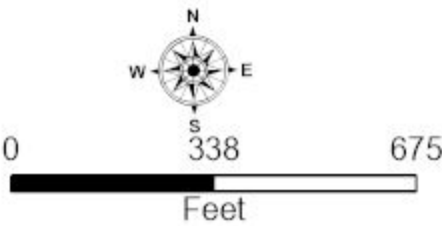


Legend

-  Subject Property
-  City Limits
-  Roads
-  Parcels

**Harper Estates
Location Map
City of Celina**

9/20/2023



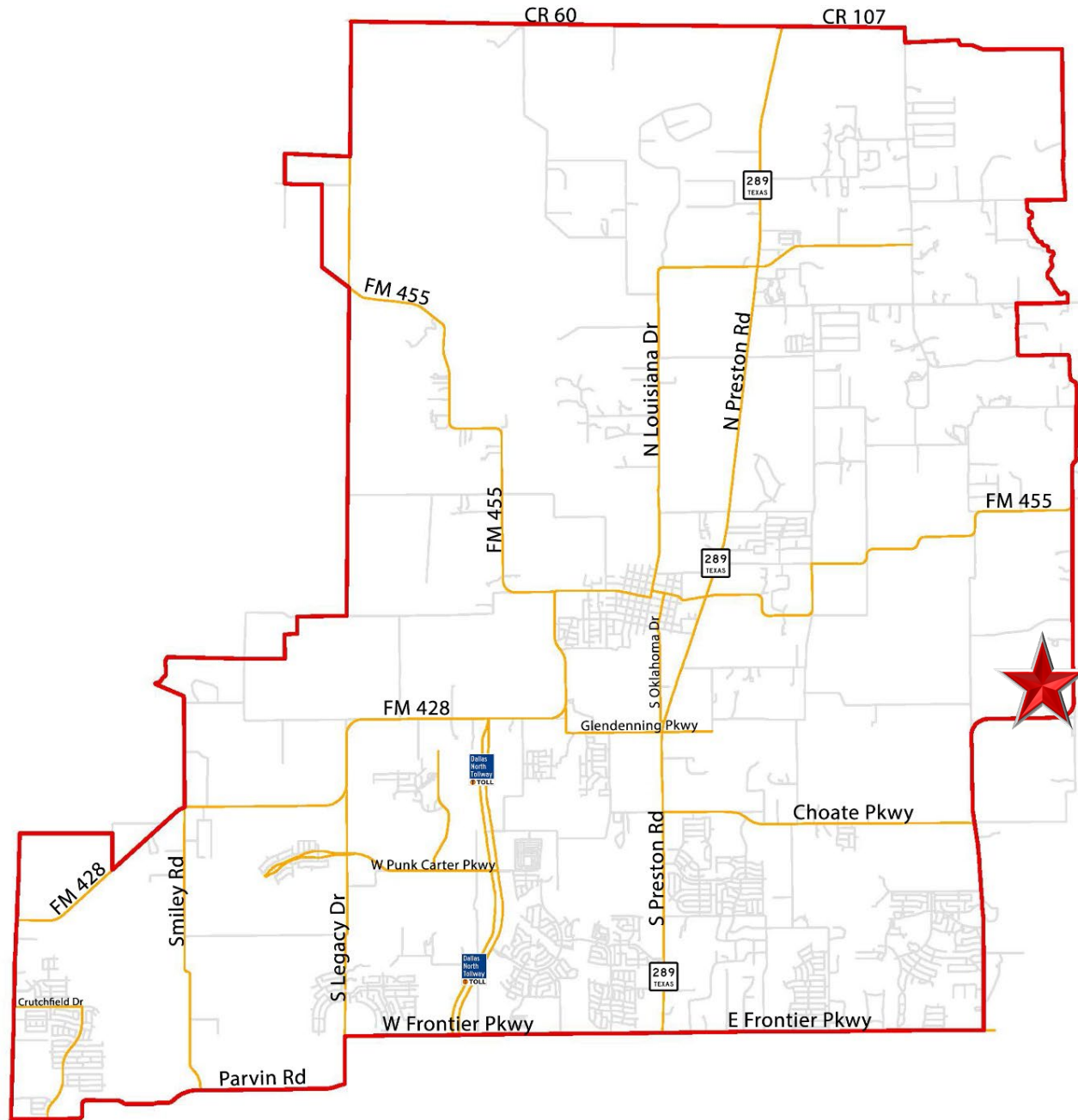
HARPER ESTATES

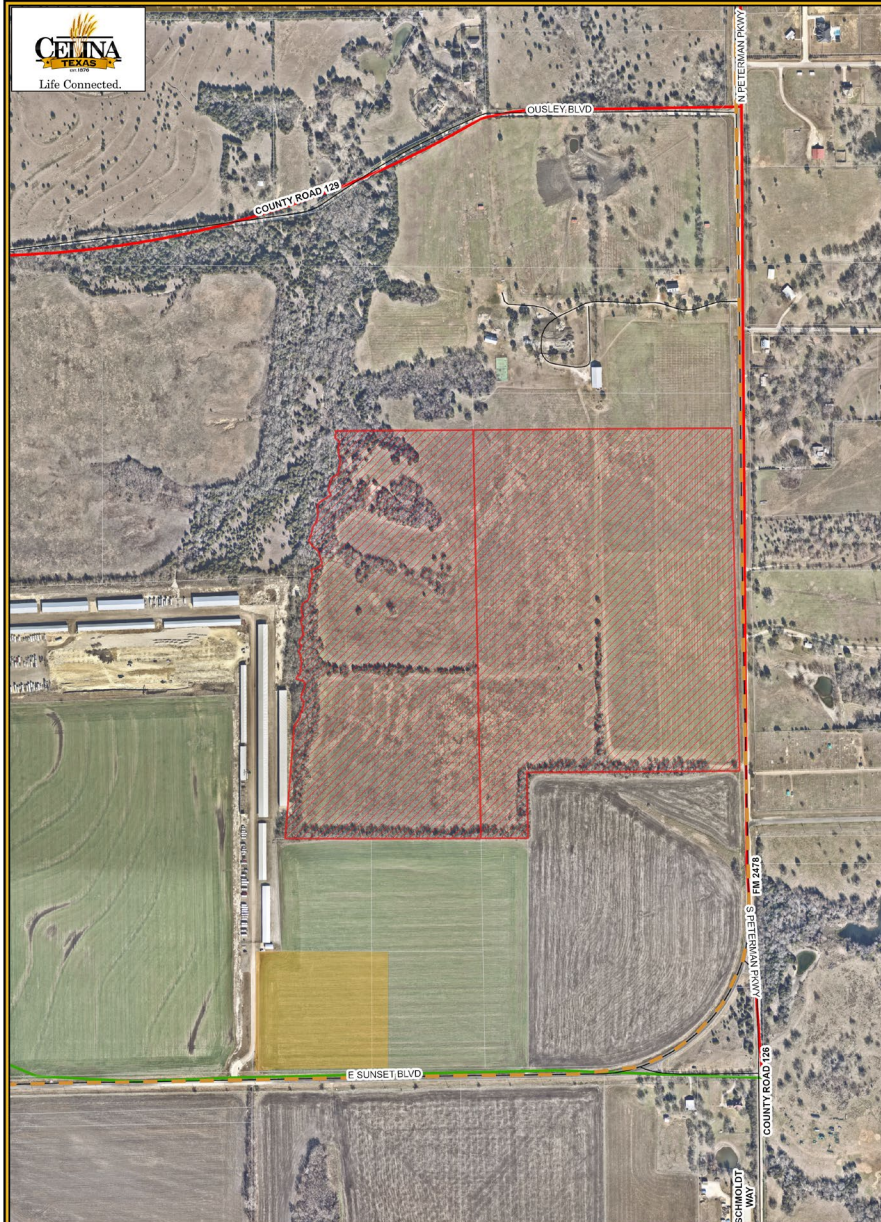
Annexation & PD Zoning

City Council

December 12, 2023







LOCATION MAP

The subject property is generally located west of future Peterman Parkway and approximately 1,600 feet north of future Sunset Boulevard

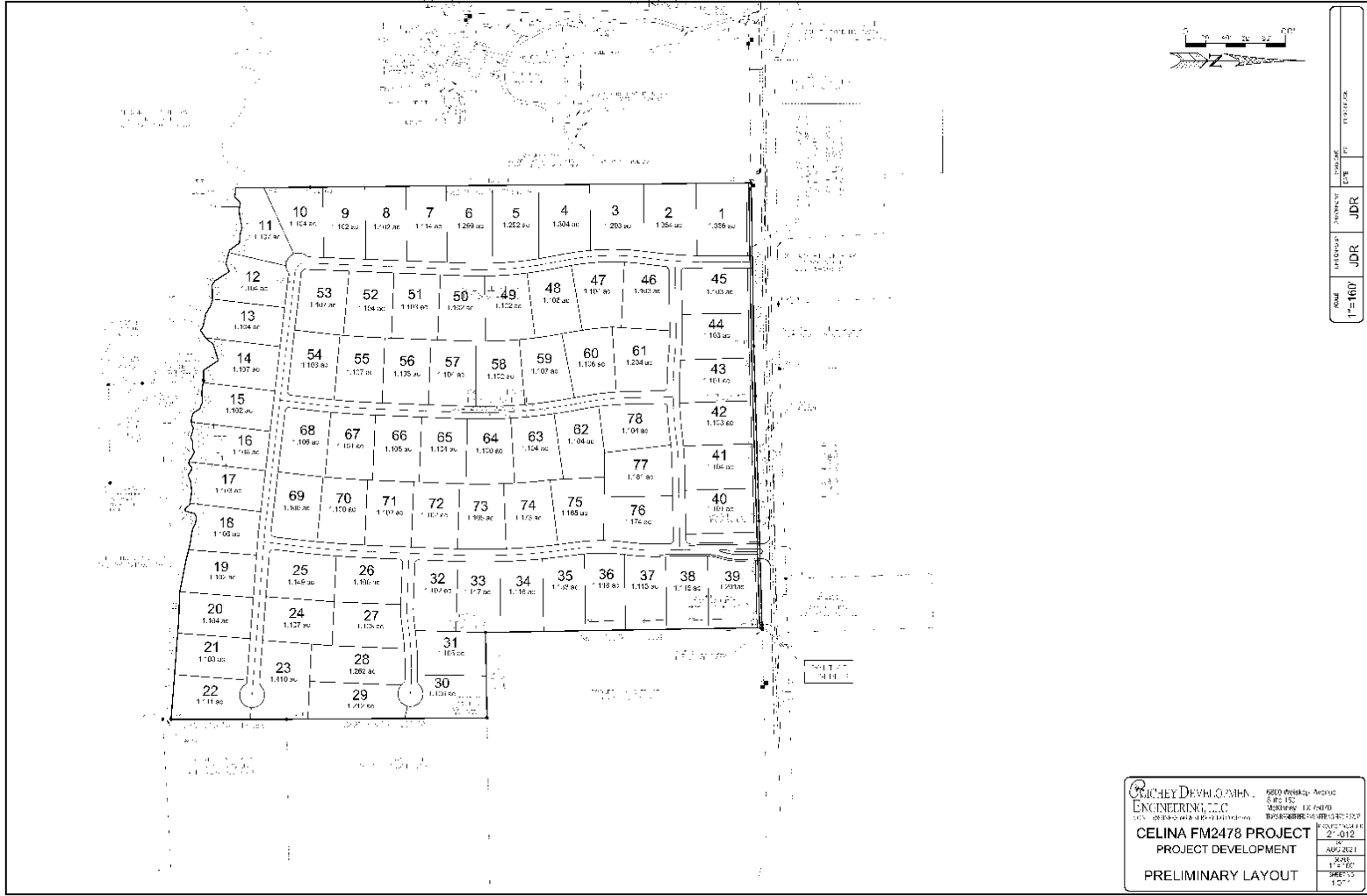
BACKGROUND

- The subject property is approximately 100 acres and currently within the Extraterritorial Jurisdiction (ETJ)
- A Development Agreement (DA) which outlined the future annexation and zoning was approved in May 2022
- The applicant's request is to annex and zone the property to a Planned Development (PD) with Single-Family Residential, Estate District (SF-E) base zoning, in accordance with the governing DA

PROJECT OVERVIEW

- The development will consist of approximately 77 lots, each a minimum of 1 acre
- Estate residential neighborhoods are typically constructed with a “rural” cross section of concrete streets without curb & gutter drainage
- Perimeter right-of-way dedication and landscape buffers apply to arterial roadways
- The Agreement allowed architecture to include a “modern farmhouse” elevation

CONCEPT PLAN



POLICY CONSIDERATIONS

- The associated annexation and zoning brings 100 acres into the City Limits
- Estate residential development is in conformance with the Comprehensive Plan
- The request is in conformance with the approved Development Agreement

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in November
- There was no public comment at the public hearing
- Staff recommends approval as presented, in conformance with the governing DA

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2023-_____
HARPER ESTATES C-3 ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 100 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED WEST OF FUTURE PETERMAN PARKWAY AND APPROXIMATELY 1,600 FEET NORTH OF FUTURE SUNSET BOULEVARD, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter (the “City”); and

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 12th day of December, 2023, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 27th day of November, 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 the Property 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 the Property is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina’s limits, the City Council has found - and incorporates herein its finding

- that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the

provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the Caption in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 12th day of December, 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

BEING all that certain 99.951-acre tract of land situated in the W. A. Brown Survey, Abstract No. 55, S. P. Brown Survey, Abstract No. 62, and the John D. Brown Survey, Abstract No. 102, City of Celina, Collin County, Texas, and being all that certain tract of land conveyed to Beckett Investment Partners II, LP, by deed recorded in County Clerk's File No. (cc#) 20061020001512140, Official Public Records, Collin County, Texas (OPRCCT), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the most easterly southeast corner of said Beckett Investment tract, from which a 60D nail found in wood right-of-way monument bears North 07 deg. 46 min. East, 2.60 feet, and from which a 1/2 inch iron rod found bears S 02°14' E, 7.67 feet, same being the northeast corner of that certain tract of land conveyed to Booker Living Trust, by deed recorded in cc# 95-0020523, (DRCCT), same being in the westerly right-of-way line of F.M. Highway No. 2478 (100 foot right-of-way);

THENCE along the common line of said Beckett Investment tract and said Booker tract as follows:

S 89°01'38" W, a distance of 1105.31 feet to a 1/2-inch iron found for corner, from which a 5/8-inch iron rod found bears N 87°56' W, 0.16 feet;

S 01°01'07" E, a distance of 340.84 feet to a 1.5-inch brass disk monument found for the most southerly southeast corner of said Beckett Investment tract, same being the northeast corner of that certain tract of land conveyed to Story Living Trust, by deed recorded in cc# 20141223001395220 (OPRCCT);

THENCE S 89°35'38" W, along the common line of said Beckett Investment tract and said Story tract, a distance of 800.28 feet to a 1/2-inch iron rod found for angle point, same being the northwest corner of said Story tract, same being the northeast corner of that certain tract of land conveyed to Jay Khorsand and Sherry Sirosapur, by deed recorded in Volume 5596, Page 5483 (DRCCT);

THENCE S 89°59'34" W, along the common line of said Beckett Investment tract and said Khorsand tract, a distance of 461.68 feet to a 1/2-inch iron rod found for the southwest corner of said Beckett Investment tract, same being the southeast corner of that certain tract of land conveyed to MEJ Holdings, LLC, by deed recorded in cc# 20181212001510710 (OPRCCT), same being in the approximate centerline of a creek;

THENCE along the common line of said Beckett Investment tract and said MEJ tract, same being the approximate centerline of said creek as follows:

N 04°24'56" E, a distance of 402.72 feet to a point;
N 01°22'34" E, a distance of 100.00 feet to a point;
N 11°10'34" E, a distance of 133.00 feet to a point;
N 13°52'34" E, a distance of 70.00 feet to a point;
N 09°09'46" E, a distance of 56.86 feet to a point;
N 27°35'17" E, a distance of 25.10 feet to a point;

N 09°44'46" E, a distance of 26.46 feet to a point;
 N 26°23'25" W, a distance of 16.51 feet to a point;
 N 73°33'59" W, a distance of 39.19 feet to a point;
 N 03°18'56" E, a distance of 9.09 feet to a point;
 N 48°46'22" E, a distance of 22.54 feet to a point;
 N 08°53'30" E, a distance of 56.48 feet to a point;
 N 07°22'38" W, a distance of 38.92 feet to a point;
 N 21°40'40" W, a distance of 27.10 feet to a point;
 N 35°03'07" E, a distance of 21.67 feet to a point;
 N 18°25'59" E, a distance of 12.49 feet to a point;
 N 47°53'43" W, a distance of 15.64 feet to a point;
 N 13°47'43" W, a distance of 9.19 feet to a point;
 N 19°58'27" E, a distance of 10.67 feet to a point;
 N 37°06'50" E, a distance of 15.66 feet to a point;
 N 25°53'24" E, a distance of 22.37 feet to a point;
 N 23°00'33" W, a distance of 14.77 feet to a point;
 N 01°57'25" W, a distance of 27.53 feet to a point;
 N 24°25'28" W, a distance of 19.28 feet to a point;
 N 16°57'54" E, a distance of 36.94 feet to a point;
 N 22°11'21" W, a distance of 23.42 feet to a point;
 N 05°06'55" E, a distance of 23.61 feet to a point;
 N 20°15'04" E, a distance of 18.51 feet to a point;
 N 59°06'49" E, a distance of 29.77 feet to a point;
 N 21°30'34" E, a distance of 27.60 feet to a point;
 N 02°46'53" W, a distance of 41.96 feet to a point;
 N 08°40'36" E, a distance of 46.51 feet to a ½-inch iron rod found in approximate centerline
 of said creek, same being the northeast corner of said MEJ tract, same being the southeast
 corner of that certain tract of land conveyed to Alexander Business Investments, LTD., by
 deed recorded in cc# 20121228001646070 (OPRCCT);

THENCE along the common line of said Beckett Investment tract and said Alexander tract, same
 being the approximate centerline of said creek as follows:

N 01°21'12" E, a distance of 41.64 feet to a point;
 N 56°42'04" E, a distance of 69.23 feet to a point;
 N 16°38'14" W, a distance of 65.83 feet to a point;
 N 48°52'10" W, a distance of 44.78 feet to a point;
 N 32°35'11" W, a distance of 32.89 feet to a point;
 N 30°01'13" E, a distance of 18.42 feet to a point;
 N 13°13'36" E, a distance of 53.61 feet to a point;
 N 32°02'26" E, a distance of 33.11 feet to a point;
 N 18°53'21" E, a distance of 25.86 feet to a point;
 N 01°17'23" W, a distance of 61.40 feet to a point;
 N 35°26'26" E, a distance of 19.74 feet to a point;
 N 57°45'37" E, a distance of 68.00 feet to a point;
 N 25°10'01" W, a distance of 33.76 feet to a point;

N 14°39'35" E, a distance of 56.00 feet to a point;
N 53°28'03" E, a distance of 50.27 feet to a point;
N 03°02'00" E, a distance of 31.20 feet to a point;
N 15°25'31" E, a distance of 30.99 feet to a point;
N 10°27'43" W, a distance of 70.52 feet to a point;
N 13°08'57" E, a distance of 31.91 feet to a point;
N 45°28'45" W, a distance of 33.58 feet to a point;
N 10°55'35" E, a distance of 18.97 feet to a point;
N 04°24'43" W, a distance of 15.74 feet to a point for the northwest corner of said Beckett Investment tract, same being the southwest corner of that certain tract of land conveyed to James Beckett, III, by deed recorded in Volume 4457, Page 173, Deed Records, Collin County, Texas (DRCCT);

THENCE North 89 deg. 26 min. 46 sec. East, along the common line of said Beckett Investment tract and said James Beckett tract, passing at a distance of 300.00 feet, a 1/4-inch iron rod with "Peiser & Mankin SURV" red plastic cap set, and continuing a total distance of 2061.44 feet to a 1/4-inch iron rod with "Peiser & Mankin SURV" red plastic cap set for the northeast corner of said Beckett Investment tract, same being the southeast corner of said James Beckett tract, same being in the westerly right-of-way line of aforesaid F.M. Highway No. 2478;

THENCE S 00°55'33" E, along the common line of said Beckett Investment tract and said F.M. Highway No. 2478, a distance of 649.32 feet to a 1/4-inch iron rod found;

THENCE S 01°41'55" E, continuing along the common line of said Beckett Investment tract and said F.M. Highway No. 2478, a distance of 1125.03 feet to the POINT OF BEGINNING and containing 99.951 acres of computed land, more or less.

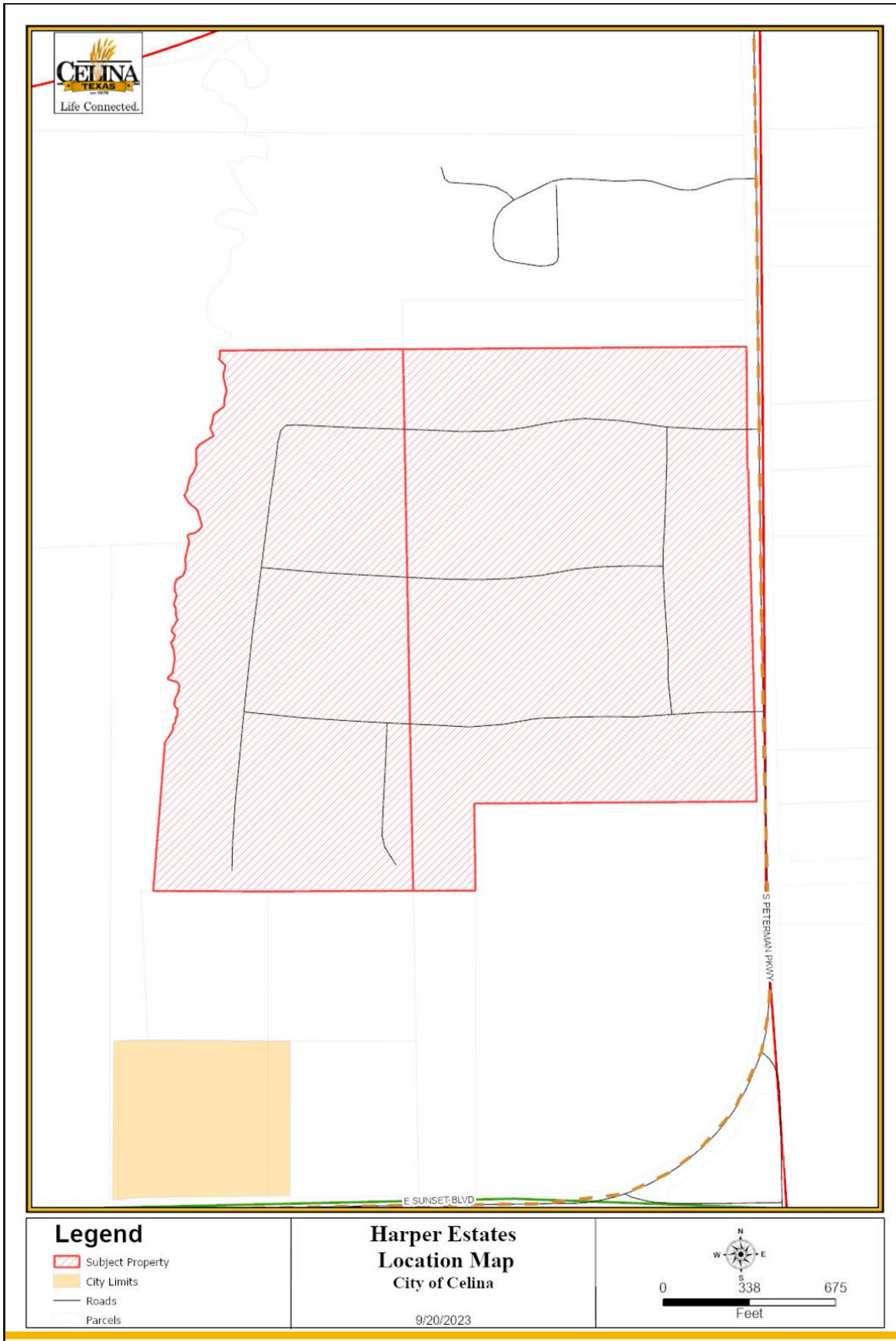


Exhibit “B”
Substance from body of executed Service Agreement for C-3 Annexed Property

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: December 12, 2023
Re: Harper Estates - PD Zoning

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 100 acres to a Planned Development (PD) with Single-Family Residential, Estate District (SF-E) base zoning; generally located west of future Peterman Parkway and approximately 1,600 feet north of future Sunset Boulevard. (Harper Estates – PD Zoning) (Mohan)

Background Information:

The request is to zone approximately 100 acres to a Planned Development (PD) with Single-Family Residential, Estate District (SF-E) base zoning, in order to develop an estate residential neighborhood, per the governing Development Agreement. 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.

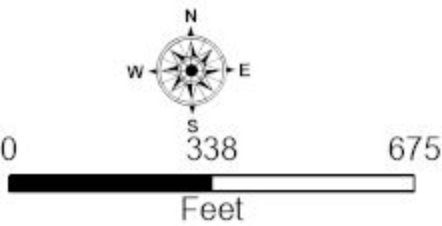


Legend

-  Subject Property
-  City Limits
-  Roads
-  Parcels

**Harper Estates
Location Map
City of Celina**

9/20/2023



CITY OF CELINA, TEXAS
ORDINANCE 2023-_____
HARPER ESTATES
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 ZONING OF LAND THAT IS APPROXIMATELY 100 ACRES LOCATED IN THE W. A. BROWN SURVEY, ABSTRACT NO. 55, S. P. BROWN SURVEY, ABSTRACT NO. 62, AND THE JOHN D. BROWN SURVEY, ABSTRACT NO. 102, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF FUTURE PETERMAN PARKWAY AND APPROXIMATELY 1,600 FEET NORTH OF FUTURE SUNSET BOULEVARD; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO BE ZONED “PD” PLANNED DEVELOPMENT DISTRICT NO. 144 WITH A BASE ZONING OF SINGLE-FAMILY RESIDENTIAL, ESTATE DISTRICT (SF-E); 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 Concept Plan and Development Regulations, 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 Single-Family Residential, Estate District (SF-E), and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit A:	Legal Description
Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 144 with a base zoning of Single-Family Residential, Estate District (SF-E), and incorporates the Concept Plan and Development Regulations, attached hereto as Exhibit "C" and "D," respectively.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit “A” and depicted in Exhibit “B” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of December, 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 all that certain 99.951-acre tract of land situated in the W. A. Brown Survey, Abstract No. 55, S. P. Brown Survey, Abstract No. 62, and the John D. Brown Survey, Abstract No. 102, City of Celina, Collin County, Texas, and being all that certain tract of land conveyed to Beckett Investment Partners II, LP, by deed recorded in County Clerk's File No. (cc#) 20061020001512140, Official Public Records, Collin County, Texas (OPRCCT), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the most easterly southeast corner of said Beckett Investment tract, from which a 60D nail found in wood right-of-way monument bears North 07 deg. 46 min. East, 2.60 feet, and from which a 1/2 inch iron rod found bears S 02°14' E, 7.67 feet, same being the northeast corner of that certain tract of land conveyed to Booker Living Trust, by deed recorded in cc# 95-0020523, (DRCCT), same being in the westerly right-of-way line of F.M. Highway No. 2478 (100 foot right-of-way);

THENCE along the common line of said Beckett Investment tract and said Booker tract as follows:

S 89°01'38" W, a distance of 1105.31 feet to a 1/2-inch iron found for corner, from which a 5/8-inch iron rod found bears N 87°56' W, 0.16 feet;

S 01°01'07" E, a distance of 340.84 feet to a 1.5-inch brass disk monument found for the most southerly southeast corner of said Beckett Investment tract, same being the northeast corner of that certain tract of land conveyed to Story Living Trust, by deed recorded in cc# 20141223001395220 (OPRCCT);

THENCE S 89°35'38" W, along the common line of said Beckett Investment tract and said Story tract, a distance of 800.28 feet to a 1/2-inch iron rod found for angle point, same being the northwest corner of said Story tract, same being the northeast corner of that certain tract of land conveyed to Jay Khorsand and Sherry Sirosapur, by deed recorded in Volume 5596, Page 5483 (DRCCT);

THENCE S 89°59'34" W, along the common line of said Beckett Investment tract and said Khorsand tract, a distance of 461.68 feet to a 1/2-inch iron rod found for the southwest corner of said Beckett Investment tract, same being the southeast corner of that certain tract of land conveyed to MEJ Holdings, LLC, by deed recorded in cc# 20181212001510710 (OPRCCT), same being in the approximate centerline of a creek;

THENCE along the common line of said Beckett Investment tract and said MEJ tract, same being the approximate centerline of said creek as follows:

N 04°24'56" E, a distance of 402.72 feet to a point;
N 01°22'34" E, a distance of 100.00 feet to a point;
N 11°10'34" E, a distance of 133.00 feet to a point;
N 13°52'34" E, a distance of 70.00 feet to a point;
N 09°09'46" E, a distance of 56.86 feet to a point;
N 27°35'17" E, a distance of 25.10 feet to a point;

N 09°44'46" E, a distance of 26.46 feet to a point;
 N 26°23'25" W, a distance of 16.51 feet to a point;
 N 73°33'59" W, a distance of 39.19 feet to a point;
 N 03°18'56" E, a distance of 9.09 feet to a point;
 N 48°46'22" E, a distance of 22.54 feet to a point;
 N 08°53'30" E, a distance of 56.48 feet to a point;
 N 07°22'38" W, a distance of 38.92 feet to a point;
 N 21°40'40" W, a distance of 27.10 feet to a point;
 N 35°03'07" E, a distance of 21.67 feet to a point;
 N 18°25'59" E, a distance of 12.49 feet to a point;
 N 47°53'43" W, a distance of 15.64 feet to a point;
 N 13°47'43" W, a distance of 9.19 feet to a point;
 N 19°58'27" E, a distance of 10.67 feet to a point;
 N 37°06'50" E, a distance of 15.66 feet to a point;
 N 25°53'24" E, a distance of 22.37 feet to a point;
 N 23°00'33" W, a distance of 14.77 feet to a point;
 N 01°57'25" W, a distance of 27.53 feet to a point;
 N 24°25'28" W, a distance of 19.28 feet to a point;
 N 16°57'54" E, a distance of 36.94 feet to a point;
 N 22°11'21" W, a distance of 23.42 feet to a point;
 N 05°06'55" E, a distance of 23.61 feet to a point;
 N 20°15'04" E, a distance of 18.51 feet to a point;
 N 59°06'49" E, a distance of 29.77 feet to a point;
 N 21°30'34" E, a distance of 27.60 feet to a point;
 N 02°46'53" W, a distance of 41.96 feet to a point;
 N 08°40'36" E, a distance of 46.51 feet to a ½-inch iron rod found in approximate centerline
 of said creek, same being the northeast corner of said MEJ tract, same being the southeast
 corner of that certain tract of land conveyed to Alexander Business Investments, LTD., by
 deed recorded in cc# 20121228001646070 (OPRCCT);

THENCE along the common line of said Beckett Investment tract and said Alexander tract, same
 being the approximate centerline of said creek as follows:

N 01°21'12" E, a distance of 41.64 feet to a point;
 N 56°42'04" E, a distance of 69.23 feet to a point;
 N 16°38'14" W, a distance of 65.83 feet to a point;
 N 48°52'10" W, a distance of 44.78 feet to a point;
 N 32°35'11" W, a distance of 32.89 feet to a point;
 N 30°01'13" E, a distance of 18.42 feet to a point;
 N 13°13'36" E, a distance of 53.61 feet to a point;
 N 32°02'26" E, a distance of 33.11 feet to a point;
 N 18°53'21" E, a distance of 25.86 feet to a point;
 N 01°17'23" W, a distance of 61.40 feet to a point;
 N 35°26'26" E, a distance of 19.74 feet to a point;
 N 57°45'37" E, a distance of 68.00 feet to a point;
 N 25°10'01" W, a distance of 33.76 feet to a point;

N 14°39'35" E, a distance of 56.00 feet to a point;
N 53°28'03" E, a distance of 50.27 feet to a point;
N 03°02'00" E, a distance of 31.20 feet to a point;
N 15°25'31" E, a distance of 30.99 feet to a point;
N 10°27'43" W, a distance of 70.52 feet to a point;
N 13°08'57" E, a distance of 31.91 feet to a point;
N 45°28'45" W, a distance of 33.58 feet to a point;
N 10°55'35" E, a distance of 18.97 feet to a point;
N 04°24'43" W, a distance of 15.74 feet to a point for the northwest corner of said Beckett Investment tract, same being the southwest corner of that certain tract of land conveyed to James Beckett, III, by deed recorded in Volume 4457, Page 173, Deed Records, Collin County, Texas (DRCCT);

THENCE North 89 deg. 26 min. 46 sec. East, along the common line of said Beckett Investment tract and said James Beckett tract, passing at a distance of 300.00 feet, a ½-inch iron rod with "Peiser & Mankin SURV" red plastic cap set, and continuing a total distance of 2061.44 feet to a ½-inch iron rod with "Peiser & Mankin SURV" red plastic cap set for the northeast corner of said Beckett Investment tract, same being the southeast corner of said James Beckett tract, same being in the westerly right-of-way line of aforesaid F.M. Highway No. 2478;

THENCE S 00°55'33" E, along the common line of said Beckett Investment tract and said F.M. Highway No. 2478, a distance of 649.32 feet to a ½-inch iron rod found;

THENCE S 01°41'55" E, continuing along the common line of said Beckett Investment tract and said F.M. Highway No. 2478, a distance of 1125.03 feet to the POINT OF BEGINNING and containing 99.951 acres of computed land, more or less.

Exhibit B
Depiction of Property



Exhibit C Concept Plan

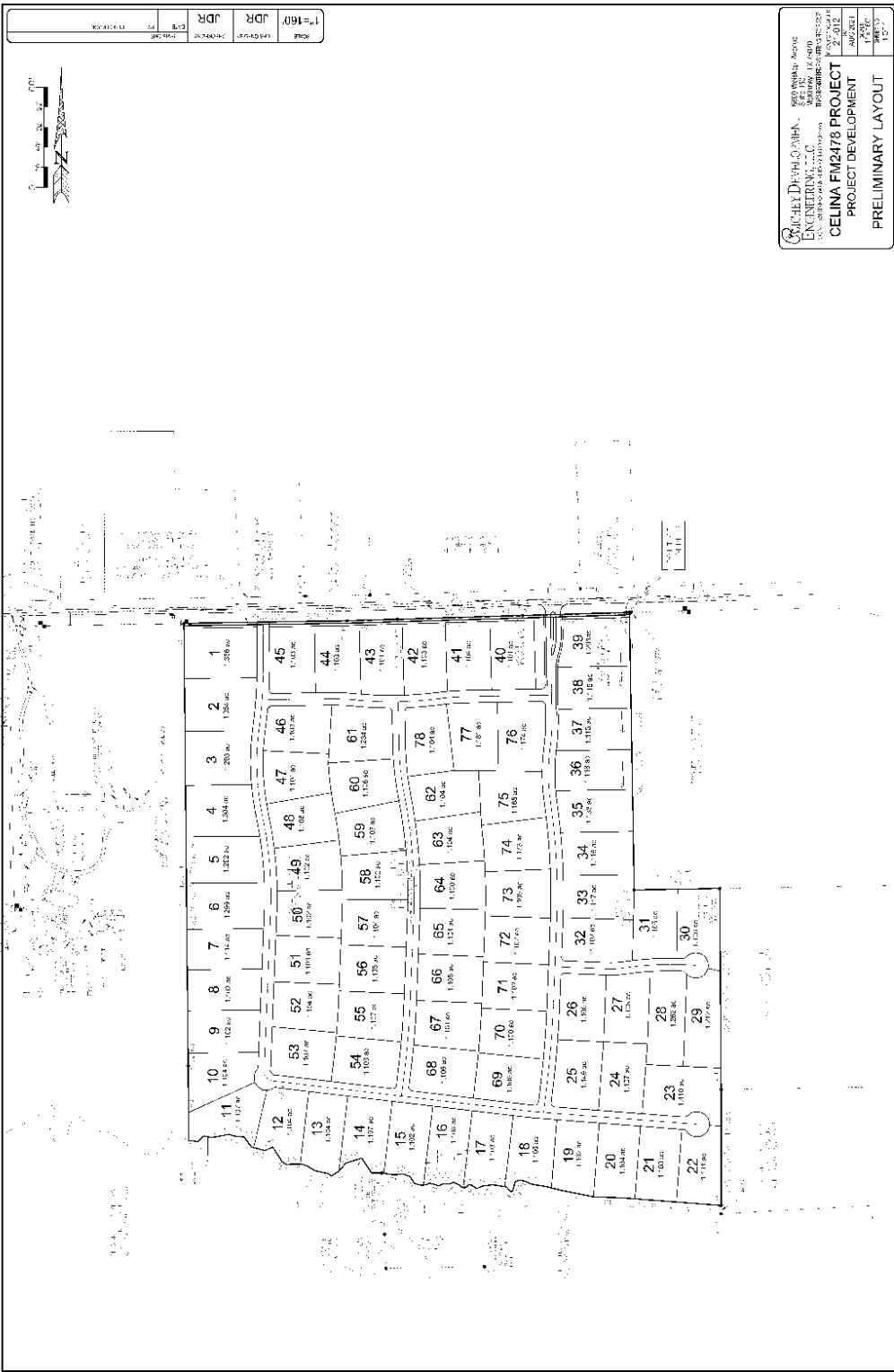


Exhibit D

Development Regulations

Concept Plan

The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configuration of land uses, roadway Public Infrastructure, and other area features. Minor modifications due to the final engineering and design of the project are permitted at the time of platting and shall be administratively approved by the Director of Development Services if such modifications otherwise comply with these Development Standards. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his/her reasonable discretion to be minor in nature.

Purpose

The subject property is intended to provide for an estate residential development that is rural or country in nature with large lots. In general, design standards will follow all applicable City standards, and land uses shall be consistent with these development standards.

Architecture

Architecture may include vertical siding for a “modern farmhouse” elevation, with stone accents on the front elevation, but must otherwise abide by the City’s architectural design standards, as may be amended.

Open Space, Trails, & Amenities

Additional open space above and beyond what is shown on the Concept Plan and compliance with the Neighborhood Vision Book is not required due to the minimum lot size being one (1) acre. However, other standard regulations apply, such as the perimeter roadway landscape buffers and sidewalks and any associated detention.

Zoning

The base zoning shall be single-family residential estate district (“SF-E”), and shall abide by the design standards of the City, as found in the Zoning Ordinance, Subdivision Ordinance, and other applicable regulations. The project shall abide by all City regulations, as may be amended, except as follows:

1. All streets shall be concrete with a rural cross section (concrete, bar-ditch drainage, no sidewalk). No interior sidewalks along general residential streets nor curb-and-gutter street sections shall be required.
2. All private lot fencing shall be ornamental iron where adjacent to thoroughfares except for along FM 2478 (Masonry walls) and along the main entries into the community (Masonry Walls)



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: December 12, 2023
Re: Property ID 2501445 - C-3 Expedited Annexation

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 2 acres; generally located east of future Coit Road and south of future G. A. Moore Parkway, within the Extraterritorial Jurisdiction (ETJ). (Property ID 2501445 – C-3 Expedited Annexation) (Mohan)

Background Information:

The request is to annex approximately 2 acres; generally located east of future Coit Road and south of future G. A. Moore Parkway, per the governing pre-annexation agreement. Please refer to the attached documents as well as the associated zoning agenda item for further information.

Legal Review:

This item has been reviewed by the City Attorney.

Supporting Documents:

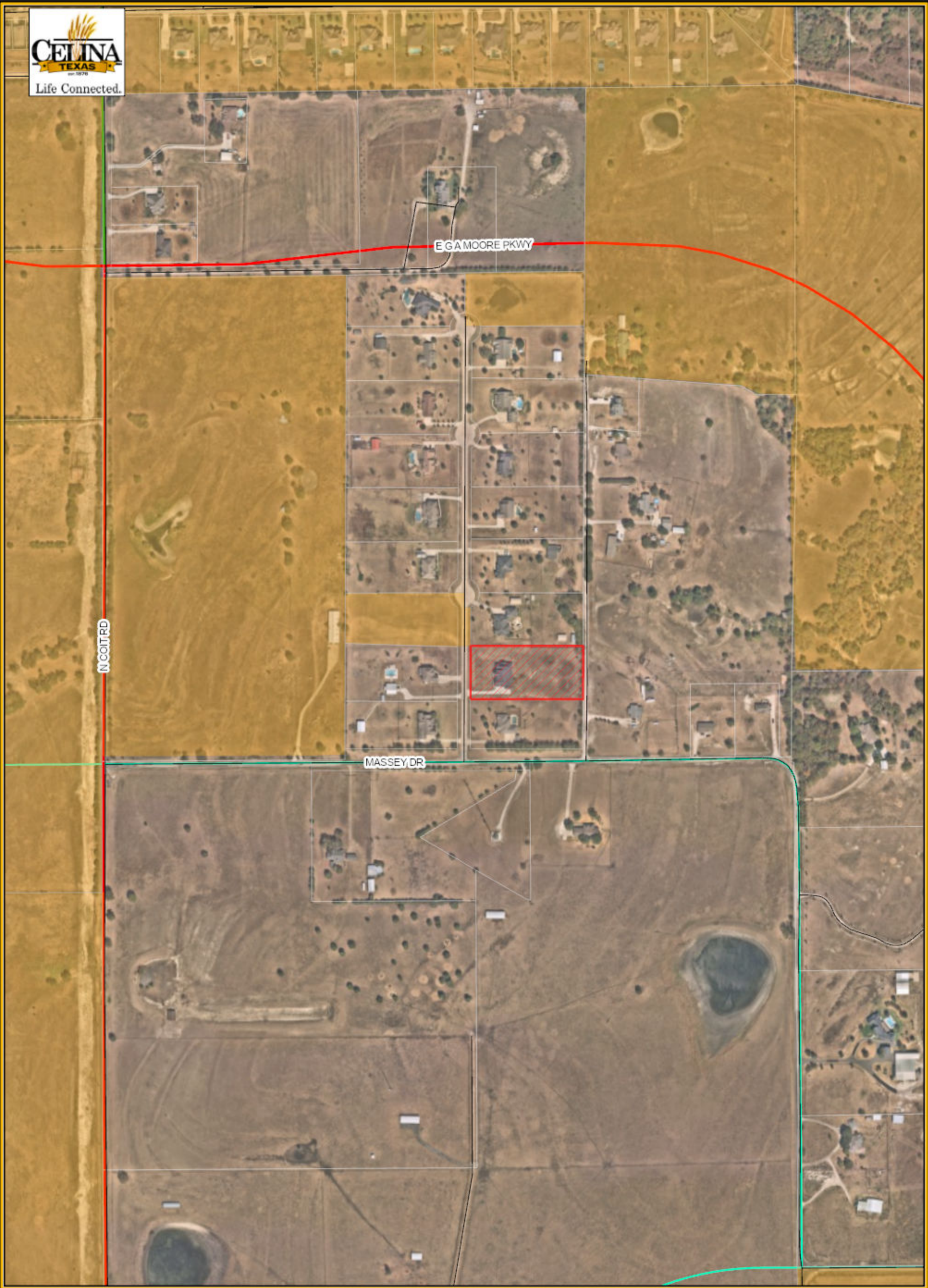
1. Location Map
2. Staff Presentation
3. Draft Ordinance

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.

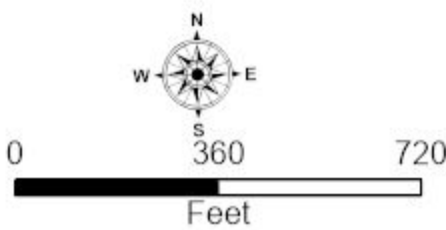


Legend

- Parcels
- Roads
- City Limits
- Subject Property

Property ID 2501445 Location Map
City of Celina

11/28/2023

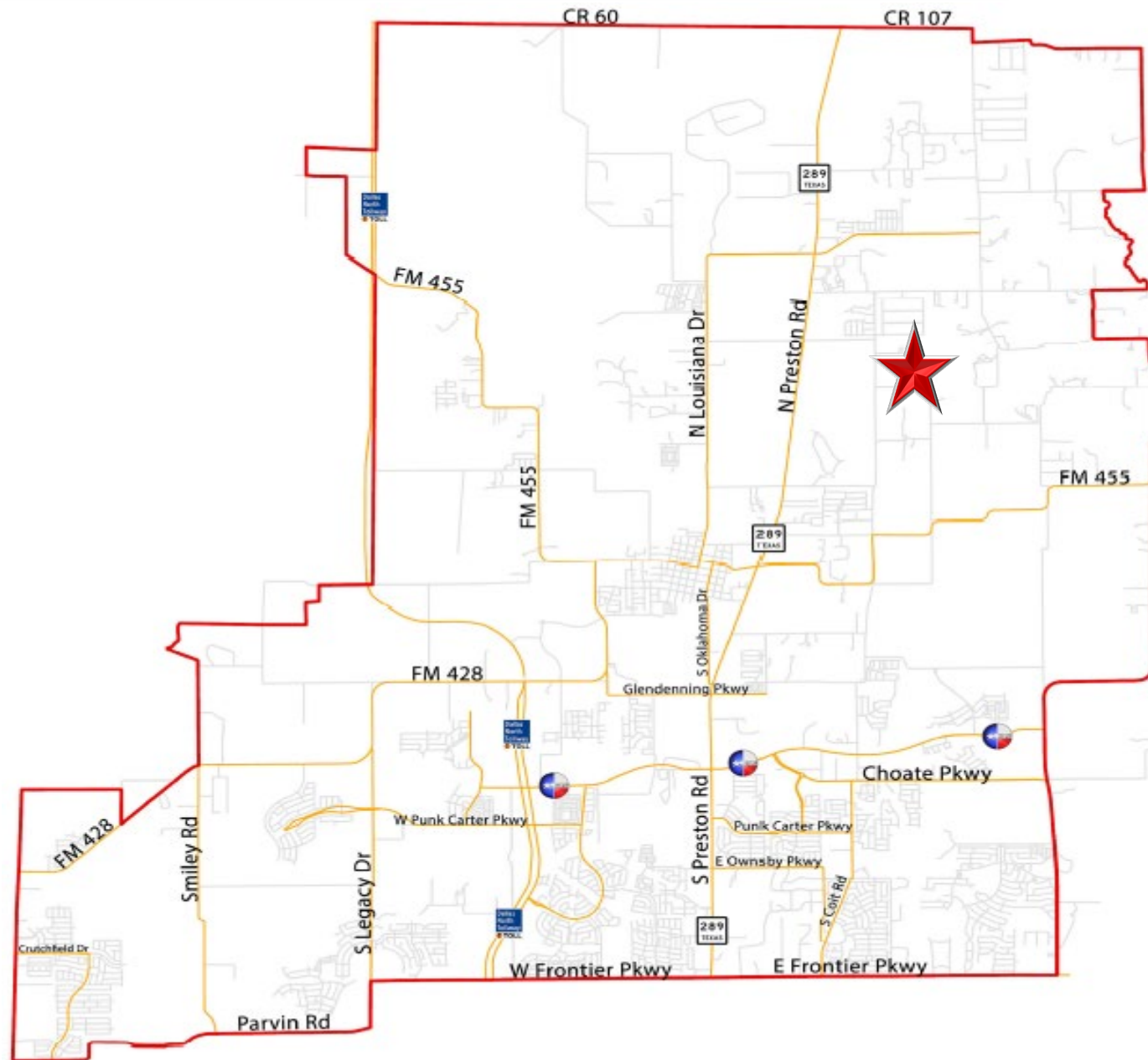


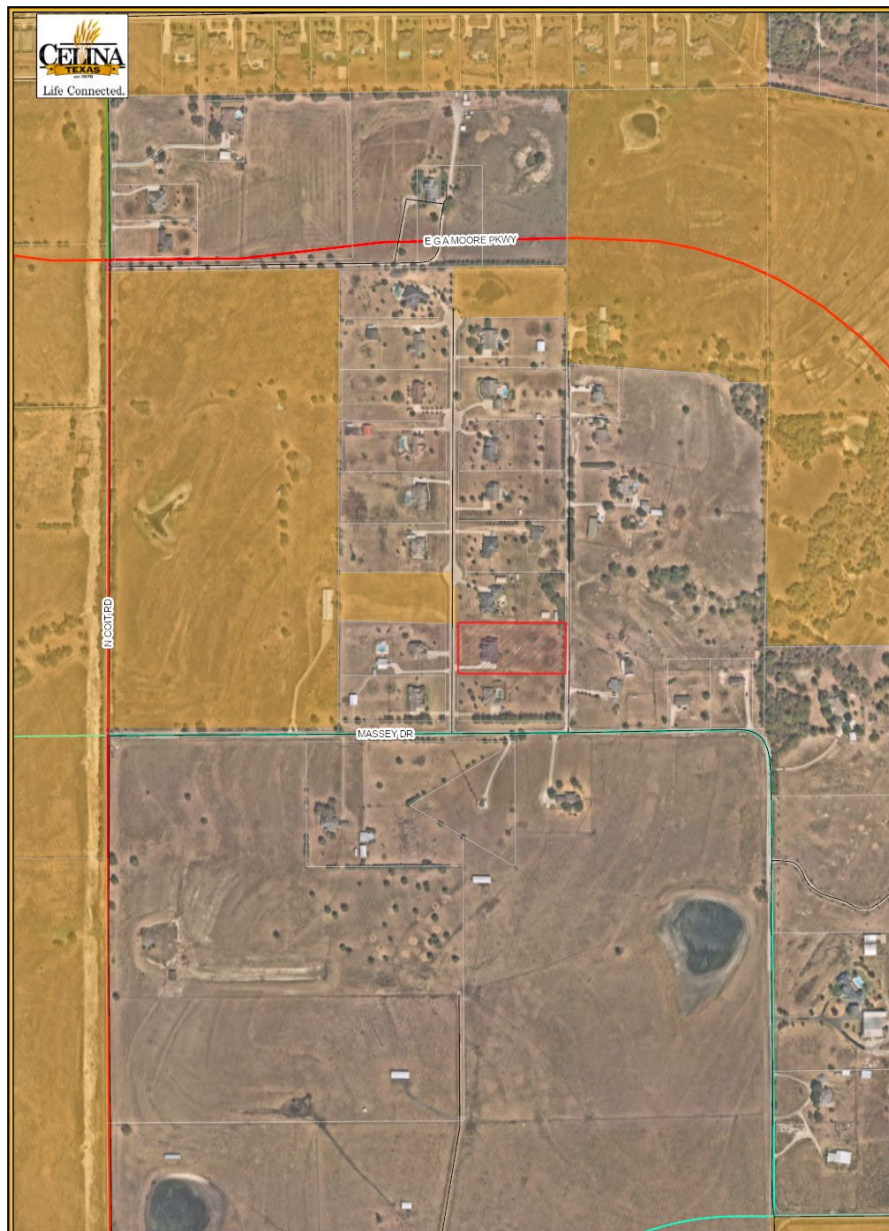
PROPERTY ID 2501445

Annexation & Zoning

City Council
December 12, 2023







LOCATION MAP

The subject property is generally located east of future Coit Road and south of future G A Moore Parkway, in the northeast quadrant of the City, within the Prairie Meadows Estates neighborhood

BACKGROUND

- The subject property is approximately 2 acres and within the Extraterritorial Jurisdiction (ETJ)
- The previous owner of the property signed a 5-year pre-annexation agreement in November 2018, which is now expiring
- The 5-year pre-annexation agreement was filed in the land records following execution and runs with the property
- The proposal is for a City initiated zoning to Agricultural District (AG), in accordance with the agreement

POLICY CONSIDERATIONS

- The proposed zoning will be Agricultural District (AG), which is an appropriate “holding district”
- The property owner may in the future request the City to consider another zoning district
- According to the Collin County Appraisal District (CCAD), there are no homestead exemptions that apply to the property
- The property transferred ownership in May 2021, according to CCAD, after the agreement's November 2018 execution
- The zoning change will be considered by City Council concurrently with the associated annexation this evening

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in November
- There was no public comment at the public hearing
- Staff recommends approval as presented, in conformance with the governing pre-annexation agreement

CITY OF CELINA, TEXAS
ORDINANCE NO. 2023-_____
PROPERTY ID 2501445

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 2 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED EAST OF FUTURE COIT ROAD AND SOUTH OF FUTURE G A MOORE PARKWAY, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter (the “City”); and

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 12th day of December, 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, 27th day of November, 2023, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, the annexation is in conformance with the “Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement” with Consent to voluntary petition for annexation, filed in the land records on December 11, 2018 as Instrument No. 20181211001505440.

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 12th day of December, 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

Being approximately 2.0150 acres of Lot 17, Prairie Meadows Estates.

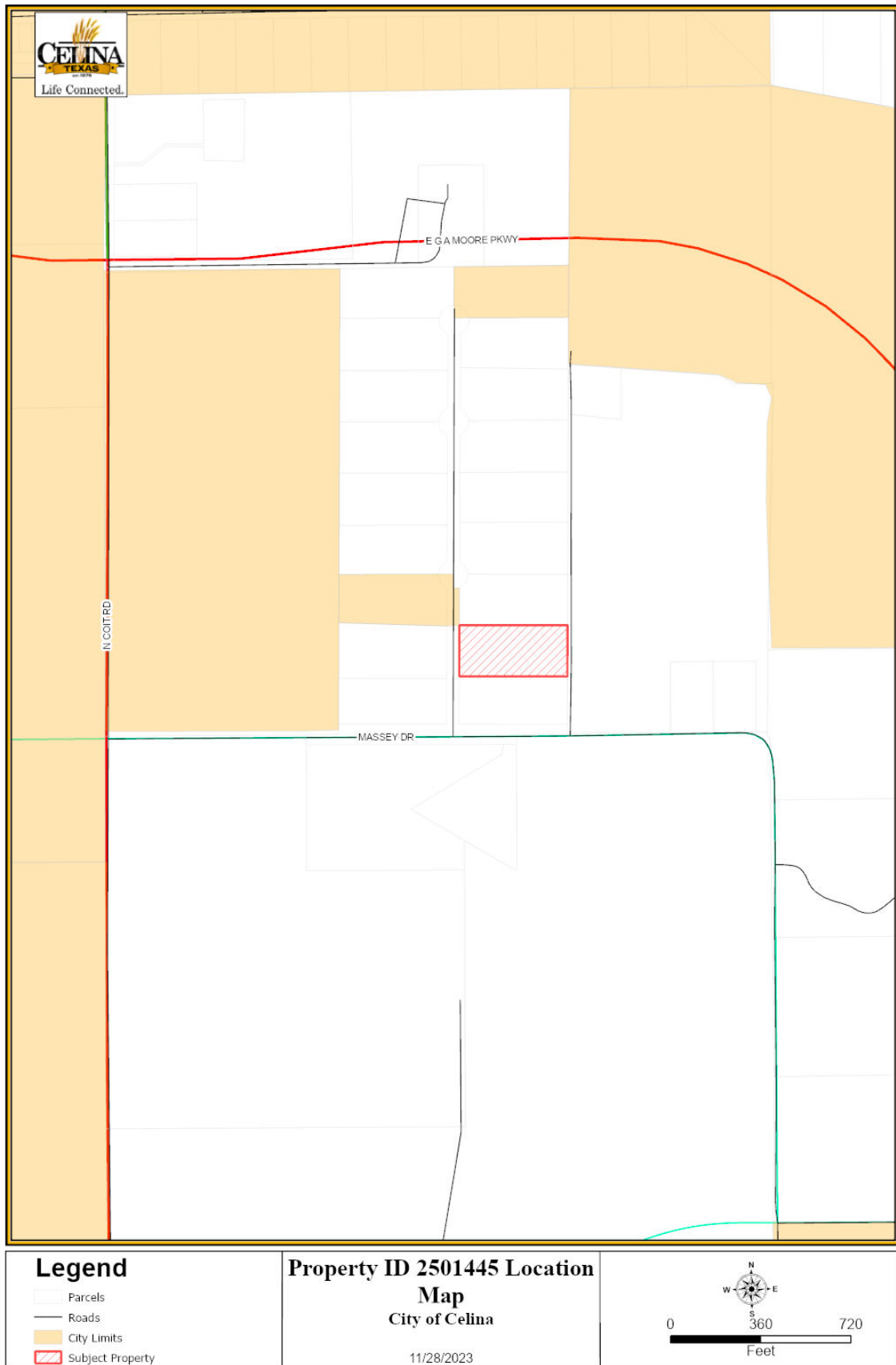


Exhibit “B”
Substance from body of executed Service Agreement for C-3 Annexed Property

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: December 12, 2023
Re: Property ID 2501445 - Zoning

Action Requested:

Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 2 acres to Agricultural District (AG); generally located east of future Coit Road and south of future G. A. Moore Parkway. (Property ID 2501445 – Zoning) (Mohan)

Background Information:

The request is to zone approximately 2 acres to Agricultural District (AG), per the governing pre-annexation agreement. Please refer to the attached documents as well as the associated annexation agenda item for further information.

Legal Review:

This item has been reviewed by the City Attorney.

Supporting Documents:

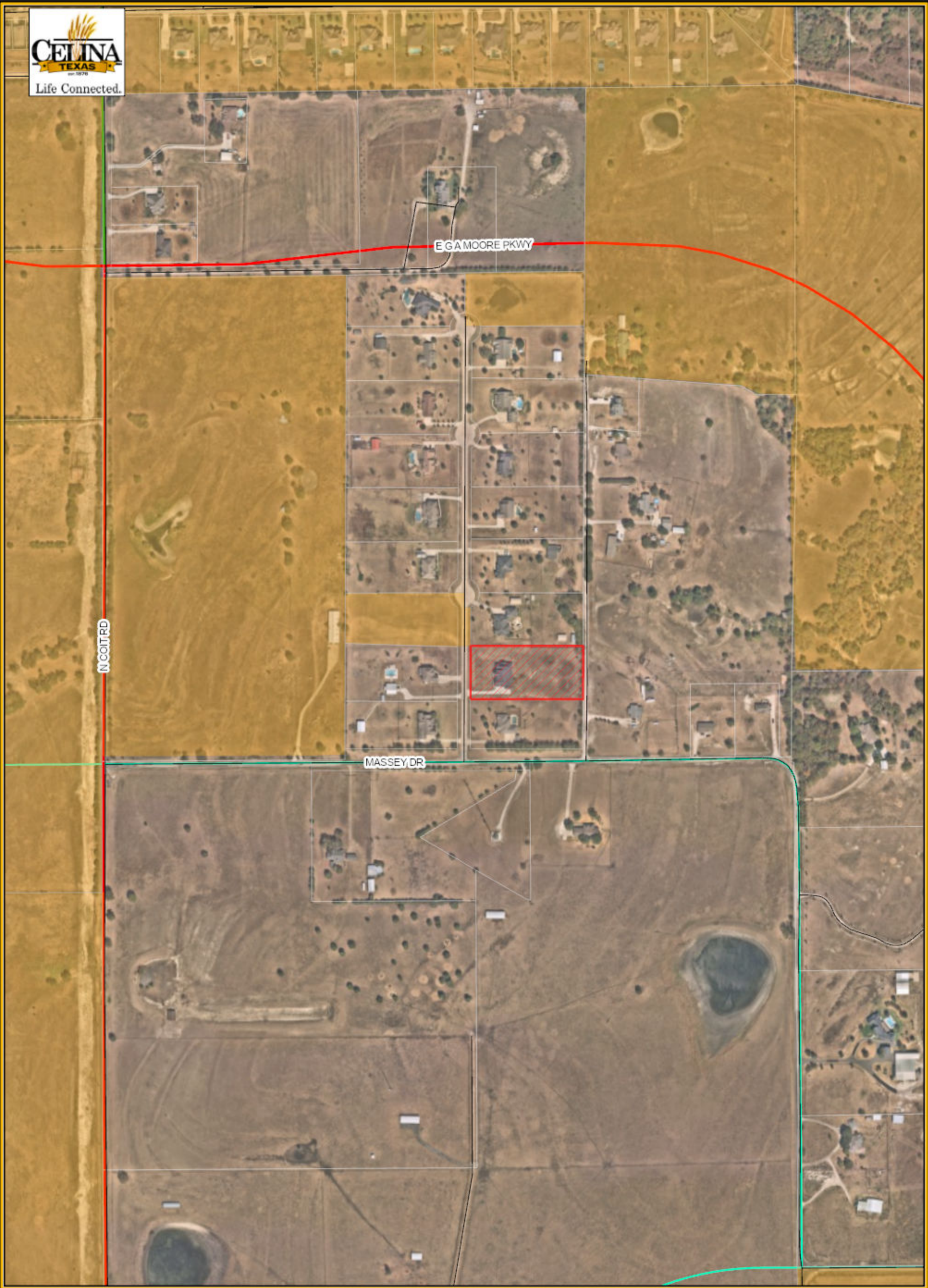
1. Location Map
2. Draft Ordinance

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.

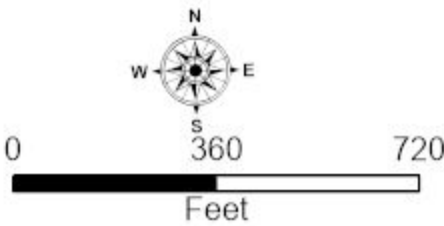


Legend

- Parcels
- Roads
- City Limits
- Subject Property

Property ID 2501445 Location Map
City of Celina

11/28/2023



CITY OF CELINA, TEXAS

**ORDINANCE 2023-_____
PROPERTY ID 2501445**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 2 ACRE TRACT OF LAND GENERALLY LOCATED EAST OF FUTURE COIT ROAD AND SOUTH OF FUTURE G A MOORE PARKWAY, COLLIN COUNTY; AS DESCRIBED IN EXHIBIT “A” AND DEPICTED IN EXHIBIT “B” AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG), 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 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 zoning is in conformance with the “Chapter 43 and Chapter 212 Texas Local Government Code Development and Services Agreement” with Consent to voluntary petition for annexation, filed in the land records on December 11, 2018 as Instrument No. 20181211001505440.

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 herein; 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 the zoning classification is hereby established as Agricultural District (AG), on the certain tract of land described in Exhibit “A” and depicted in Exhibit “B”.

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

SECTION 4
ZONING DESIGNATION

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 Agricultural District (AG).

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 in Exhibit “A” and depicted in Exhibit “B” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8

CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9

SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10

SEVERABILITY

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

SECTION 11

PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12

ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of December, 2023.

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

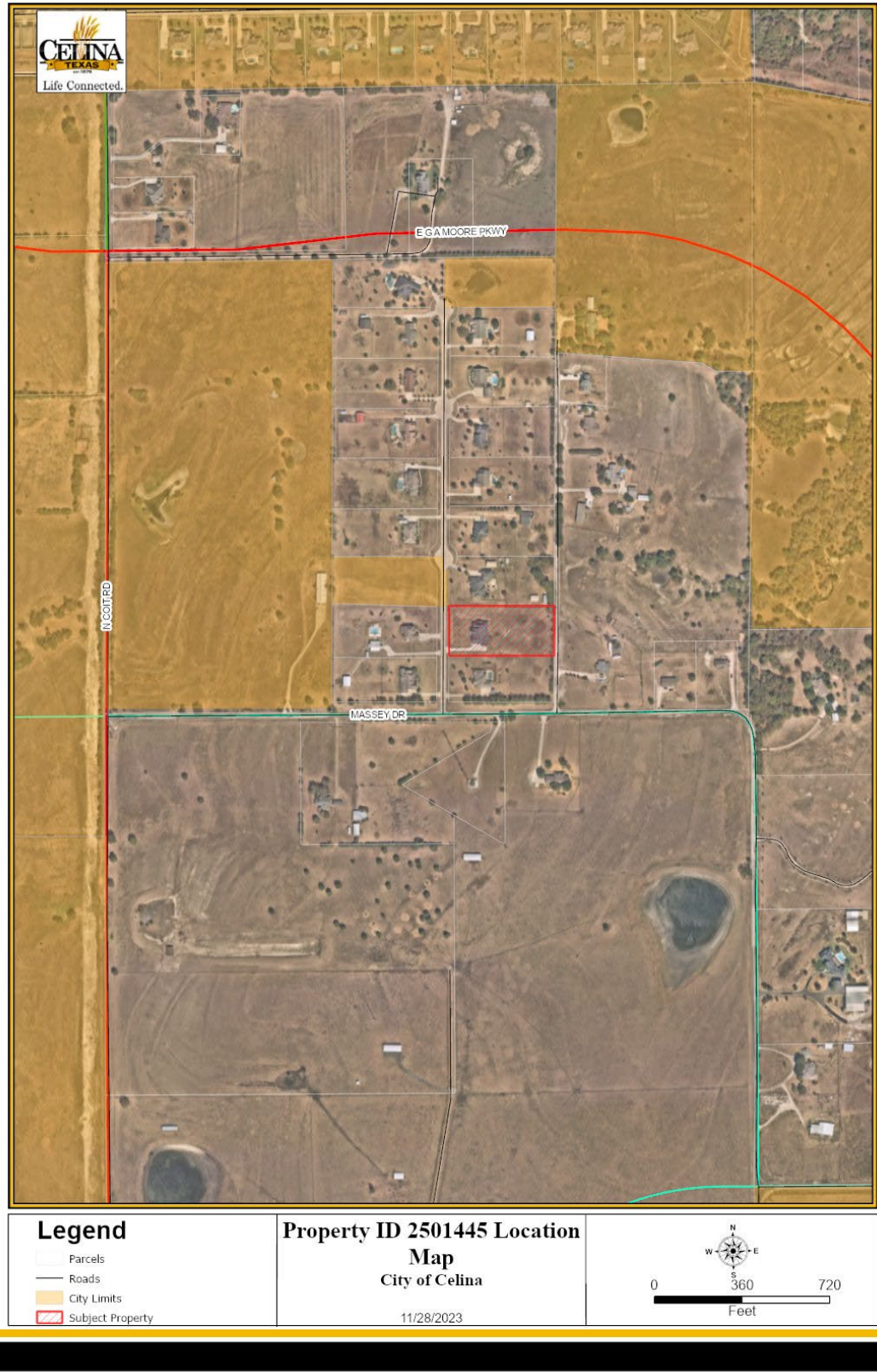
APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

EXHIBIT A
Legal Description

Being approximately 2.0150 acres of Lot 17, Prairie Meadows Estates.

EXHIBIT B
Property Exhibit





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: December 12, 2023
Re: Wilson Creek Meadows - Levy Ordinance

Action Requested:

Conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Wilson Creek Meadows Public Improvement District Service and Assessment Plan, including the Improvement Area #2 assessment roll; making a finding of special benefit to property within Improvement Area #2 of the Wilson Creek Meadows Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Improvement Area #2 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Wilson Creek Meadows – Levy Ordinance) (Pollard)

Background Information:

Please refer to the attachments for additional information.

Legal Review:

The Resolution has been reviewed by the City Attorney.

Supporting Documents:

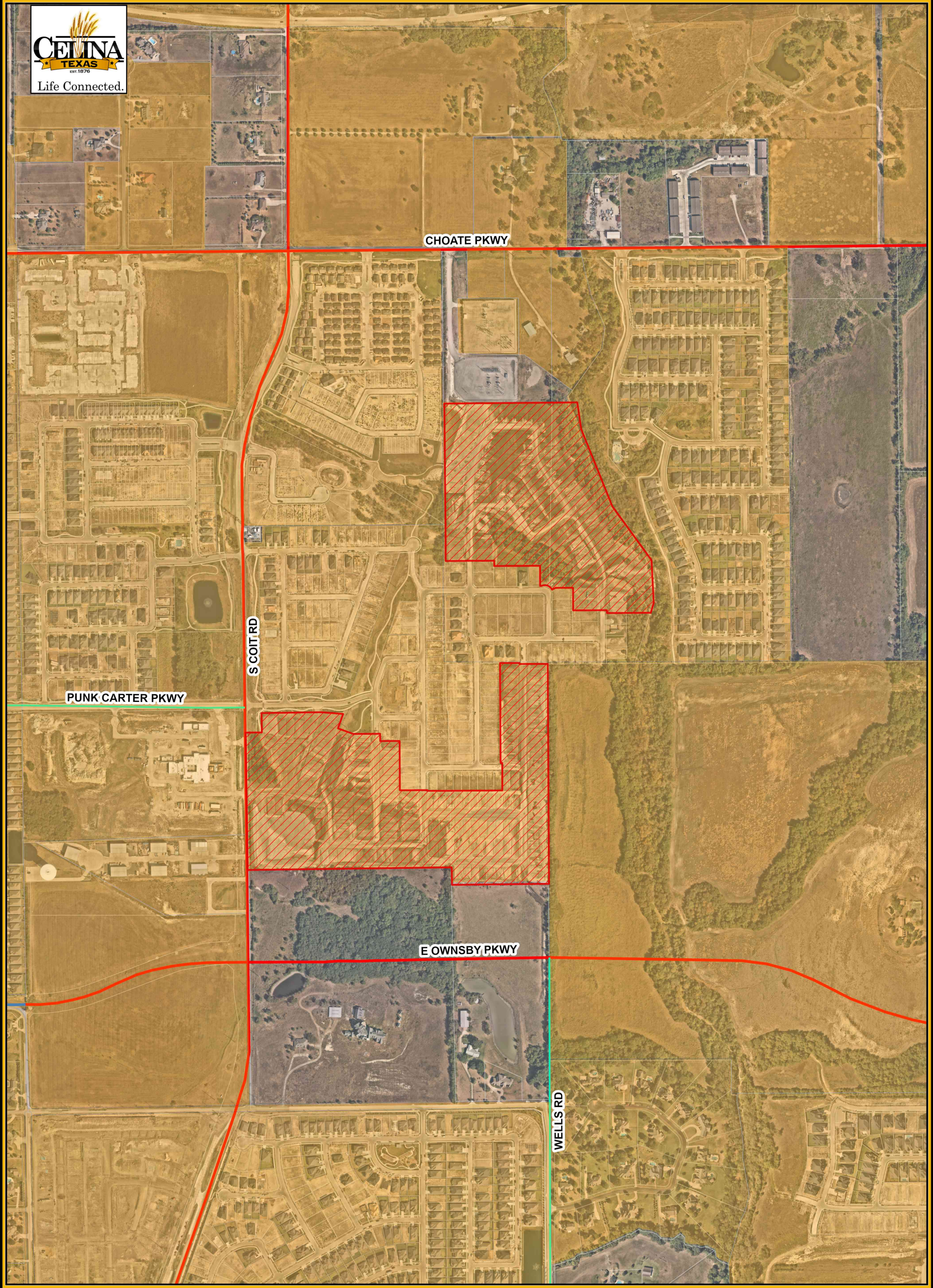
1. Location Map
2. Draft Resolution

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.

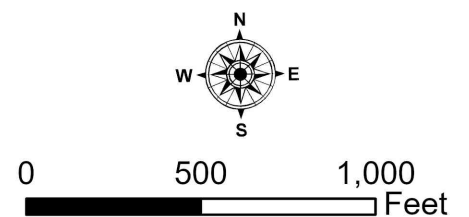


Legend

-  Subject Property
-  City Limits
-  Roads

Wilson Creek Meadows West Phase 2 Location Map City of Celina

11/20/2023



ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND IMPROVEMENT AREA #2 ASSESSMENT ROLL FOR THE WILSON CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN IMPROVEMENT AREA #2 OF THE DISTRICT; LEVYING ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #2 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district consisting of certain property, a portion of which was located within the corporate limits of the City and a portion of which was located within the extraterritorial jurisdiction of the City; and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of Collin Central Appraisal District, and the signatures of the property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on July 9, 2019, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2019-38R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Wilson Creek Meadows Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, the City published the Authorization Resolution as required by law; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, the District is now located entirely within the corporate limits of the City; and

WHEREAS, on November 14, 2023, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed assessment roll for Improvement Area #2 of the District; calling for a public hearing to consider an ordinance levying assessments

on property within Improvement Area #2 of the District (the “Assessments”); authorizing and directing the City Secretary of the City to file the proposed assessment roll for Improvement Area #2 of the District and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within Improvement Area #2 of the District (the “Levy and Assessment Hearing”); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on November 15, 2023, the City Secretary filed the Improvement Area #2 Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on November 20, 2023 in the *Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on December 12, 2023, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Improvement Area #2 Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the estimated costs of the Authorized Improvements to be undertaken for the benefit of the Improvement Area #2 Assessed Property (as defined in the Service and Assessment Plan) (the “Improvement Area #2 Improvements”), the purposes of the Assessments, the special benefits of the Improvement Area #2 Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Improvement Area #2 Assessment Roll and the Wilson Creek Meadows Public Improvement District Service and Assessment Plan, dated December 12, 2023, in a form substantially similar to the attached **Exhibit A**, (as updated, the “Service and Assessment Plan”), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the assessment roll attached thereto as Appendix H (the “Improvement Area #2 Assessment Roll”); and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Improvement Area #2 Improvements (as described in the Service and Assessment Plan), the Improvement Area #2 Assessment Roll, or the levy of the Assessments against the Improvement Area #2 Assessed Property; and

WHEREAS, the owners (the “Landowners”), or their representatives, of the majority of the privately-owned and taxable property located within Improvement Area #2 of the District, who are

the persons to be assessed pursuant to this Ordinance, have previously indicated their approval and acceptance of the Service and Assessment Plan, approval of the Improvement Area #2 Assessment Roll, approval of this Ordinance, and approval of the levy of the Assessments against their property located within Improvement Area #2 of the District; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the estimated costs of the Improvement Area #2 Improvements (as reflected in the Service and Assessment Plan) and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel within the Improvement Area #2 Assessed Property will receive from the construction of the Improvement Area #2 Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Improvement Area #2, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service and Assessment Plan has been reviewed and updated annually, including the updated Service and Assessment Plan attached hereto as ***Exhibit A***;

(c) The Service and Assessment Plan apportions the estimated costs of the Improvement Area #2 Improvements to be assessed against the Improvement Area #2 Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the Improvement Area #2 Assessed Property because of Improvement Area #2 Improvements;

(d) All of the real property in Improvement Area #2 of the District which is being assessed in the amounts shown in the Improvement Area #2 Assessment Roll will be benefited by the Improvement Area #2 Improvements proposed to be constructed as

described in the Service and Assessment Plan, and each assessed parcel of Improvement Area #2 Assessed Property will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the estimated costs of Improvement Area #2 Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the estimated costs of the Improvement Area #2 Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the estimated costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Improvement Area #2 Assessment Roll should be approved as the assessment roll for the Improvement Area #2 Assessed Property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of the Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for Improvement Area #2 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Improvement Area #2 Assessment Roll.

The Improvement Area #2 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the assessment roll for the Improvement Area #2 Assessed Property.

Section 5. Levy and Payment of Assessments for Estimated Costs of the Improvement Area #2 Improvements.

(a) The City Council hereby levies an assessment on each parcel of Improvement Area #2 Assessed Property (excluding Non-Benefitted Property, as defined

in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Improvement Area #2 Assessment Roll, in the respective amounts shown on the Improvement Area #2 Assessment Roll, as a special assessment on the properties set forth in the Improvement Area #2 Assessment Roll.

(b) The levy of the Assessments shall be effective on the date of the adoption of this Ordinance levying the Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for Improvement Area #2 Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the Actual Costs of the Improvement Area #2 Improvements and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. Prepayments of Assessments.

As provided in Section VI of the Service and Assessment Plan, the owner of any Improvement Area #2 Assessed Property subject to an Assessment may prepay the Assessments levied by this Ordinance.

Section 9. Lien Priority.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Improvement Area #2 Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Improvement Area #2 Assessed Property, and their respective

transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Administrator and Collector of Assessments.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Collin County Tax Assessor and Collector is hereby appointed and designated as the collector of the Assessments.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the City.

Section 12. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Improvement Area #2 Assessment Roll, to be recorded in the real property records of Collin County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the City Council, not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage hereof.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

PASSED AND ADOPTED, this the 12th day of December, 2023.

CITY OF CELINA, TEXAS

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

(City Seal)

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2023 by
Ryan Tubbs, Mayor of the City of Celina, Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

EXHIBIT A

Service and Assessment Plan



Life Connected.

City Secretary's Office
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Lauren Vaughns, City Secretary
CC: Karla Stovall, Interim City Manager
Date: December 12, 2023
Re: Various board/commission/committee appointments

Action Requested:

Consider and act upon appointments to fill terms on the following boards, commissions, committees, and corporations: Community Development / Parks and Recreation Board, Economic Development Corporation, Library Board, and Planning and Zoning Commission. (Vaughns)

Background Information:

On November 8, 2023, Caroline Park resigned from the Community Development Corporation/ Parks & Recreation Board. Council shall appoint one applicant to serve the remainder of her term.

On September 12, 2023, the City Council voted to increase the number of EDC boardmembers from 5 to 7. On November 9, 2023, Council conducted interviews to fill these two new positions.

On October 25, 2023, Molly Page resigned from her position on the Library Board. Council shall appoint one applicant to serve the remainder of her term.

In anticipation of Brandon Grumbles being sworn in as a City Councilmember, Council shall appoint one applicant to serve on the Planning & Zoning Commission for the remainder of his term.

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: Lauren Vaughns, City Secretary
CC: Karla Stovall, Interim City Manager
Date: December 12, 2023
Re: EDC ex-officio appointments

Action Requested:

Consider and act to appoint one Councilmember and the City Manager as ex-officio members of the Economic Development Corporation Board of Directors. (Vaughns)

Background Information:

Section 8, of the Celina Economic Development Bylaws, allows for City Council to designate two ex-officio members, one of which shall be a Councilmember and the other the City Manager. The ex-officio members may attend all meetings of the Board of Directors or Committees, including executive meetings, and shall have the right to take part in any discussion, but shall not have the power to vote.

Legal Review:

N/A

Supporting Documents:

None

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.