Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, MAY 14, 2024
4:00 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 and Texas Government Code Section 551.074 Personnel Matters:

A. Deliberation regarding the appointment, employment, evaluation, reassignment duties, discipline, or dismissal of a public officer or employee: Human Resources Director appointment and employment.

B. Deliberation regarding the appointment, employment, evaluation, reassignment duties, discipline, or dismissal of a public officer or employee: Director of Economic Development appointment and employment.

Texas Government Code Section 551.071 Consultation with Attorney:

C. Civil Action No. 4:24-cv-372

D. Discussion regarding access for Ariana.

E. Discussion regarding the Development Agreement for Ramble.

F. Discussion regarding an amendment to the Development Agreement for The Cottages.

G. Discussion regarding SB 2038.

H. Discussion regarding agreement for special events.

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

I. Discussion regarding Project Blue.

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

J. Discussion regarding the Martinek tract.

K. Discussion regarding possible land acquisition generally located north of Parvin Road and east of Smiley Road.

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

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

A. National Public Works Week Proclamation. (Figueroa)

B. National Police Week Proclamation. (Cullison)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding potential updates to the Strategic Plan. (Satarino)

B. Discussion regarding the 2024 Neighborhood Integrity Program Grant. (Satarino)

C. Discussion regarding the City Council joint meeting schedule. (Satarino)

D. Discussion of the Wilson Creek Park schematic design. (Webb)

E. Update on TxDOT summary of FM 455 project. (Glasgow)

F. Discussion regarding Special Events Guidelines. (Monaco)

VI. OPEN FORUM:

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

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

VII. CONSENT AGENDA:

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

A. Minutes Approval: April 9, 2024, City Council Regular Meeting

B. Consider and act to award RFP 2024-092 for Construction Manager at Risk (CMAR) services to Crossland Construction for the Parks Administration Building and to authorize an initial pre-construction services fee not to exceed $5,000.00. (Webb)

C. Consider and act to approve a work authorization with Specialty Land Services for Southwest Pump Station easement acquisition services for an amount not to exceed $186,000.00. (Glasgow)

D. Consider and act to approve a work authorization for design services from Kimley Horn and Associates for Roadway Impact Fee update in an amount not to exceed $200,000.00. (Glasgow)

E. Consider and act to purchase digital evidence storage for the Celina Police Department Headquarters from Freeit Data Solutions, Inc. through a cooperative contract with Texas Department of Information Resources for an amount not to exceed $149,915.30. (Gleason)

F. Consider and act to purchase bunker gear for the Fire Department from Casco through a cooperative contract with BuyBoard for an amount not to exceed the budgeted amount of $70,000.00. (Metdker)

G. Consider and act to authorize the City Manager to execute a contract with Crossland Construction for Fire Station #2 repairs in the amount of $88,593.00. (Glasgow)

H. Consider and act on an amendment for design services for the construction of Coit Road from Vest Lane to Punk Carter with Halff Associates, Inc., for an amount not to exceed $78,500.00. (Glasgow)

I. Consider and act on an amendment for design services for the downtown sewer upgrade project with Cobb Fendley, for an amount not to exceed $254,100.00. (Glasgow)

J. Consider and act to authorize the City Manager to execute a contract with Advanced Groundwater Solutions, LLC, (AGS) to evaluate the potential for groundwater well integration into the City's water distribution system in the amount of $69,500.00. (Glasgow)

K. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 5-acres within the Extraterritorial Jurisdiction (ETJ); generally located east of KC Robinson Lane and approximately 1,000 feet south of Sunset Boulevard. (Parkside Terrace (Glory Villas Addition) - C-3 Expedited Annexation Service Agreement) (McAfee)

L. Consider and act on a Resolution to approve the proposed mental health project for submittal to the Texas Public Safety Office's (PSO) State grant program that will go into effect in the 2025 calendar year. (Cullison)

M. Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary right-of-way and easements for future Coit Road improvements from Choate Parkway to the Collin County Outer Loop. (Glasgow)

N. Consider and act upon a Resolution authorizing an amendment to a Performance Agreement between the Celina Economic Development Corporation and Swirls Bakery, LLC. (Thomas)

O. Consider and act upon a Resolution renaming a section of County Road 58 to North Celina Parkway. (Colakovic)

P. Consider and act upon a Resolution approving the Amended and Restated Bylaws of the Celina Economic Development Corporation. (Thomas)

Q. Consider and act upon an Ordinance replacing Article 13.04 "Water Conservation and Drought Response," and updating the City's Drought Contingency and Water Conservation Regulations by adopting the City's 2024 Drought Contingency Plan and adopting the City's 2024 Water Conservation Plan. (Figueroa)

R. Consider and act on an Ordinance authorizing the release of the temporary access and no build easement shown on the plat for Sutton Fields Phase 4B covering Lot 34 Block UU and a portion of Lot 35X Block UU. (Glasgow)

S. Consider and act on an Ordinance 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)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 5 acres; generally located east of KC Robinson Lane and approximately 1,000 feet south of Sunset Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Parkside Terrace (Glory Villas Addition) - C-3 Expedited Annexation) (McAfee)

B. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 5 acres to Single-Family Residential, Attached District (SF-A); generally located east of KC Robinson Lane and approximately 1,000 feet south of Sunset Boulevard. (Parkside Terrace (Glory Villas Addition) - Zoning) (McAfee)

C. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by rezoning approximately 1 acre to a Planned Development (PD) with Commercial, Office, & Retail District (C) base zoning and modified development standards; generally located north of Malone Street and approximately 1,400 feet west of Preston Road, within the City Limits. (My Swim Buddy - PD Zoning) (McAfee)

IX. ACTION ITEM:

A. Discussion and consideration of all matters incident and related to the issuance and sale of "City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2024", including the adoption of an Ordinance authorizing the issuance of

such certificates of obligation, establishing parameters for the sale of such certificates of obligation and delegating certain matters to an authorized official of the City. (Stovall)

B. Consider and act to award bid 2024-099 for the Bothwell Boulevard Median Lighting project to Roadway Solutions, Inc., at the unit prices listed in the amount of $994,955.00 plus ten percent contingency in the amount of $99,495.50 for a total amount not to exceed $1,094,450.50. (Glasgow)

C. Consider and act to award bid 2024-108 Addendum 2 for the 2024 Annual Street Maintenance (ASM) project to Apple Pavement Services LLC, at the unit prices listed in the amount of $3,788,628.00 plus fifteen percent contingency in the amount of $568,294.20 for a total amount not to exceed $4,356,922.20. (Figueroa)

D. Consider and act to authorize Amendment 1 to add the Guaranteed Maximum Price (GMP) for the construction of the Old Celina Park playground through the Construction Manager At Risk, Dean Construction, in the amount of $7,232,250.20. (Glasgow)

E. Consider and act to authorize the City Manager to execute a work authorization with Garver, LLC, for the design of the Legacy Hills Water Reclamation Facility (WRF) Phase 2 update from 0.95 MGD to 2.0 MGD, for an amount not to exceed $2,231,940.00. (Glasgow)

F. Consider and act on a Resolution accepting the results of the 2024 Water and Wastewater Study. (Stovall)

G. Consider and act upon the appointment of one or more Councilmembers to serve as Ex Officio members on various art selection panels. (Satarino)

H. Consider and act upon a Resolution directing the City Manager to provide 30-day notice of termination and to terminate the Marketing Services Agreement with the Celina Chamber of Commerce. (Stovall)

X. ADJOURNMENT:

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

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

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Anthony Satarino, Strategic Services Director
CC:	Robert Ranc, City Manager
Intiated by:	Ty Behringer
Date:	May 14, 2024
Re:	Strategic Plan Updates

Action Requested:
Discussion regarding potential updates to the Strategic Plan. (Satarino)

Background Information:
Based on the feedback received at the Council Retreat held in February, staff has developed proposed revisions to the currently adopted Strategic Plan. Council's feedback included that some objectives were broad while others were narrow and that the goals were not defined well enough to fit each objective. Council also wanted to address innovation, small businesses and corridor planning as part of a revised Strategic Plan.

To accommodate this feedback, staff has prepared several revisions to the strategic plan. First, staff is proposing to reposition the goal to "Be the City of Servant Leaders" to "Be the City of Sustainable Economic Growth". While servant leadership is an important internal organizational goal, the Strategic Plan is intended to be outwardly focused and applied to the community at large. Adding in a broad economic goal is intended to balance the small business goal with additional economic development priorities based on feedback received at the retreat. In addition, staff has updated the description for several of the goals to provide clarity and to differentiate them from one another. Finally, staff has updated all objectives associated with the various goals. These objectives are broader than the objectives in the currently adopted Strategic Plan, allowing for staff to develop specific action items to achieve the adopted objectives which can be objectively monitored for progress. Staff will monitor and provide progress updates for the action items that will be shared with the Council and the community.

Legal Review:
At this time, staff has not consulted the City Attorney.

Supporting Documents:

1. Strategic Plan - Update - final

Financial Consideration:

There are no financial obligations being considered at this time.

Staff Recommendation:

Staff requests Council's feedback.

RESTRUCTURED STRATEGIC PLAN



STRATEGIC PLAN 2023-2025 PROGRESS

Be the Life Connected. City

- In Progress: Create Library learning partnerships, including youth services
- In Progress: Create an explorer program for both the fire and police departments
- Complete: Create an Arts and Culture Master Plan

Be the Unique City

- In Progress: Develop an optional single-family smart home system
- Complete: Revise the Neighborhood Vision Book
- In Progress: Improve Preston Road gateway corridor

Be the City of the Future Connected to the Past

- In Progress: Develop a commercial integrity program
- Complete: Create Ousley Park Master Plan
- In Progress: Infuse new development with Celina's character, heritage, and brand

Be the City Built on Public Safety

- Complete: Build Celina Police Headquarters
- Complete: Build Fire Station 3
- Pending: Establish smoke detector battery replacement program
- In Progress: Grow and improve the City's emergency management division operations

Be the City of Servant Leaders

- Complete: Create Employee Engagement Program
- In Progress: Create and implement an ethics training program
- Pending: Create videos for annual policy training

Be the City of Innovative Infrastructure

- Complete: Implement downtown capital improvement project strategy
- In Progress: Identify, design, and install fiber infrastructure
- In Progress: Provide WIFI in public spaces

Be the City of Small Business

- In Progress: Create Micro-Grant Program with the Economic Development Corporation
- Complete: Hire a Development Liaison
- Complete: Hire a Downtown Manager

Be the City that Shares Our Story

- Pending: Create Celina ISD / City orientation and history programs
- In Progress: Showcase Celina's Heritage by adding Art from local artists to Celina building
- In Progress: Highlight our story through external media outlets and professional organizations both locally and nationally

Pending In Progress Complete

STRATEGIC PLAN ANALYSIS

Council had the following comments on the Strategic Plan:

- Restructure
- Include **5-year horizon** and **20-year legacy**
- Small Business Goal
- Address Innovation
- Corridor Planning

THE DISCONNECT – GOALS AND OBJECTIVES

Some objectives are broad while others narrow.

Thought behind objectives falling under certain goals.

RECOMMENDED SOLUTION - RESTRUCTURE

Align with current priorities, address emerging challenges, and promote better coordination among stakeholders.

Remain relevant and adaptable to changing challenges/opportunities.

For "open-ended" goals, Staff is proposing focus areas to narrow scope.

All objectives have become broader to allow for specific action items; performance management



Be the Life Connected. City

Living a Life Connected is about fostering long-term relationships with our residents, visitors and business. Focus areas include policy decisions, governance, and partnerships that keep residents, visitors and businesses invested long-term.

Objectives:

1. Expand on opportunities for Board and Commission involvement.
2. Expand on community volunteer opportunities for residents and businesses.
3. Create a framework for an annual policy review.

2 Be *the* UNIQUE City



CELINA'S DOWNTOWN SQUARE RENDERING

Celina is known for its small town charm, and nothing exhibits this better than our historic Downtown. This Strategic Plan goal seeks to preserve Celina's unique heritage through fortifying and expanding Downtown. Celina carries these unique attributes to other planning efforts around the City and infusing its agricultural past into City projects.

Furthermore, this Strategic Plan goal seeks to embrace future residents through tradition and heritage efforts that share our story.

OBJECTIVES

- DEVELOP AN OPTIONAL SINGLE-FAMILY SMART HOME PROGRAM
- REVISE NEIGHBORHOOD VISION BOOK
- IMPROVE PRESTON ROAD GATEWAY AND CORRIDOR

8

Be the Unique City

This goal aims to make our city a top experiential city. This is accomplished by integrating tourism, arts, culture, heritage, events, and placemaking initiatives into the fabric of our City creating memorable experiences for residents, visitors and businesses alike. Through partnerships and community engagement, we're fostering creativity, connection, and making our city a beacon of cultural vitality.

Objectives:

1. Adopt 5-year Arts and Culture CIP with a focus on heritage and/or placemaking.
2. Encourage strategic partnerships between the arts and culture community and the business community to create a unique environment distinct to Celina.
3. Position Downtown to be a destination for visitors morning, day, and night.



Be the City Built on Public Safety

Safety and security are two of the most basic human needs, and one of the biggest drivers of quality of life in cities. Public safety and emergency services are a strength, and we intend to fortify them.

Objectives:

1. Create programs and facilities that will prepare the Police Department for the growing needs of Celina.
2. Create programs and facilities that will prepare the Fire Department for the growing needs of Celina.
3. Create community safety and services that will protect the City's residents.



Be the City of the Future Connected to the Past

Celina is built on the shoulders of innovative, forward-thinking leaders that came before us. In a time of unprecedented growth, Celina must have foresight to anticipate and plan for long-term challenges and opportunities. Focus areas include long-term and resiliency planning, vision development and risk management.

Objectives:

1. Prepare a financial plan by assessing the economic impact of various future outcomes.
2. Pursue resilient development and design.
3. Adopt a culture of foresight – implementing policies and procedures to understand the impact of today's decisions on Celina's future.



Proposed - Be the City of Sustainable Economic

Economic development takes on many forms and with a 76 square miles and geographical position envied across North Texas, Celina can have it all. But how does Celina approach this growth to fortify the community? These objectives speak to finding a balance between economic prosperity and community development.

Objectives:

1. Adopt an economic strategic plan.
2. Adopt a framework for grants and incentives.
3. Create or update long-range plans for the development of strategic commercial corridors.

6 Be *the* City *of* INNOVATIVE Infrastructure



Infrastructure innovation is a necessity in a high-growth city. With limited resources and a high demand for new infrastructure, a creative approach is required when addressing funding mechanisms. This Strategic Plan goal speaks to adopting innovative infrastructure policies and projects that ensure a sustainable path for growth.

OBJECTIVES

- IMPLEMENT DOWNTOWN CAPITAL IMPROVEMENT PROJECT STRATEGY
- IDENTIFY, DESIGN, AND INSTALL FIBER INFRASTRUCTURE
- PROVIDE WIFI IN PUBLIC SPACES

12

Proposed - Be the City Built on Infrastructure

Efficient, reliable infrastructure is a necessity in a high-growth city. With limited resources and a high demand for new infrastructure, a pragmatic approach is required to adequately fund and develop infrastructure.

Objectives:

1. Create and update maintenance programs for all city assets for a five-year planning horizon.
2. Identify and implement programs to bring “smart city” solutions to Celina.
3. Adopt policies that ensure new development pays for new infrastructure.



Be the City of Small Business

Celina is known for our small, local businesses; they are the heart of the community. We recognize their importance to our quality-of-life and economic sustainability.

Objectives:

1. Adopt funding solutions to support small businesses.
2. Create a small business promotional support program.
3. Adopt a formal incubator program.

8 Be *the* City *that* SHARES OUR STORY



We want to share our story through what we say, what we publish, the improvements we construct, and the things we do. This Strategic Plan goal will focus on sharing who we are as a City. By infusing these communication strategies through each Strategic Plan goal, we will successfully communicate the stories, efforts, events, and information that matter to residents.

OBJECTIVES

- CREATE CELINA ISD / CITY ORIENTATION AND HISTORY PROGRAMS
- SHOWCASE CELINA'S HERITAGE BY ADDING ART FROM LOCAL ARTISTS TO CITY BUILDINGS
- HIGHLIGHT OUR STORY THROUGH EXTERNAL MEDIA OUTLETS AND PROFESSIONAL ORGANIZATIONS BOTH LOCALLY AND NATIONALLY

14

Be the City that Shares Our Story

We want to share our story through what we say, what we publish, the improvements we construct and the things we do. Transparency is paramount to an educated community that fosters a sense of inclusivity and drives community engagement and participation.

Objectives:

1. Annually formalize Council strategy for communication (goals, expectation, etc.).
2. Foster a sense of identity through an updated branding study.
3. Adopt a community storytelling action plan.

DISCUSSION

Is Council in support of the restructured format of the Strategic Plan?

Is Council in support of the revised objectives?

Are there additional objectives staff should include in the Strategic Plan?

NEXT STEPS

Based on Council's feedback, staff will bring the updated Strategic Plan back for Council's consideration and approval at the June Council meeting.

Following the adoption of the updated Strategic Plan, staff will develop action items to achieve the plan's stated objective and provide an update to Council at a future meeting.

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Anthony Satarino, Strategic Services Director
CC:	Robert Ranc, City Manager
Intiated by:	Ty Behringer
Date:	May 14, 2024
Re:	2024 Neighborhood Integrity Program Grant

Action Requested:
Discussion regarding the 2024 Neighborhood Integrity Program Grant. (Satarino)

Background Information:
The City of Celina's Neighborhood Integrity Program (NIP) provides grants to support Celina neighborhood groups in initiatives for the public benefit. The City has adopted the Neighborhood Integrity Program Guidelines to provide grants for beautification of publicly visible, dedicated common areas. The program seeks creative and sustainable projects that enhance the physical and aesthetic conditions of the city's neighborhoods, increase the city's unique identity, and increases the quality of life and economic value for its residents.

Five neighborhoods submitted applications for the Neighborhood Integrity Program Grant.

- **Bluewood (Phase 2)**
- **Buffalo Ridge (Phase 2)**
- **Celina Village**
- **Glen Crossing**
- **Sutton Field**

Staff reviews applications based on the criteria found in the Neighborhood Integrity Grant Guidelines which includes:

- **Neighborhood Status/Maturity** - The condition and age of the neighborhood demonstrates a need for intervention. The applying association also has the capacity to execute the project and conduct necessary maintenance.

- **Public Benefit** - Project helps improve the quality of life in the neighborhood and/or aesthetics of the area, while also providing widespread public benefit.
- **Project Feasibility** - The project is cost-effective, achievable, realistic, sufficiently funded, with no ongoing maintenance required from the City of Celina.
- **Community Involvement** - Demonstrated and proposed participation by residents in the planning, execution, and long-term maintenance of proposed project.
- **Project Impact** - What is the impact this project will have both short-term and long-term? Does it align with the neighborhood goals? How will the implementation or completion of the project impact the environment and surrounding area?
- **Match** - Match is realistic and appropriate to the project. Letters of intent are provided by in-kind donations or cash. There is no matching requirement to be eligible for the NIP. Associations that are able to provide matching funds will be favored.

Following a review of the submitted projects, the Keep Celina Beautiful Board made the following recommendations based on the criteria.

- **Bluewood (Phase 2) Park Improvements – Recommended for Approval –** Bluewood HOA, which previously received a 2023 NIP Grant for Phase 1 improvements, has proposed including Phase 2 improvements concurrently with Phase 1. This streamlined approach aligns with the city's objectives and allows for efficient project completion.
- **Buffalo Ridge (Phase 2) Park Improvements – Not Recommended for Approval –** Buffalo Ridge HOA has yet to commence construction on Phase 1 improvements as part of their 2023 NIP Grant. Additionally, they have not committed to matching funds. Given their current status and inability to match funds, it is advised that they be reconsidered for future grants after completing Phase 1.
- **Celina Village Entryway Improvements – Recommended for Approval –** Celina Village HOA has demonstrated proactive efforts by covering costs for improvements without city funding. Their request for a grant to support remaining improvements aligns with the objectives of the program, particularly given its downtown location.
- **Glen Crossing Pavilion Construction – Recommended for Approval –** Glen Crossing HOA seeks assistance for pavilion construction, with a commitment to cover any remaining costs beyond the grant amount. This proposal mirrors the successful construction of a similar pavilion in Parkside, making it a suitable candidate for approval.
- **Sutton Field Pavilion Construction – Not Recommended for Approval–** Sutton Fields HOA's grant request for pavilion construction raised concerns regarding the developer's on-going responsibilities regarding construction of amenities. Considering this, the Board recommended re-evaluating this proposal after the developer's responsibilities regarding amenity construction are clarified.

Staff will present an overview of each project submitted, along with recommendations based on feedback from the Keep Celina Beautiful Board at the May Council Meeting.

Legal Review:
At this time, staff has not consulted the City Attorney. Staff will consult with the City Attorney during the drafting of specific 380 Agreements for the approved grants.

Supporting Documents:

1. NIP Recommendations

Financial Consideration:
This is a preliminary review of the applications received. There are no financial obligations being considered at this time.

Staff Recommendation:
The Keep Celina Beautiful Board recommends Glen Crossing HOA, Celina Village HOA, and Bluewood HOA as recipients of the 2024 Neighborhood Integrity Program grant.

2024 NEIGHBORHOOD INTEGRITY PROGRAM

Anthony Satarino
May 14, 2024



BACKGROUND

- Neighborhood Integrity Program (NIP) provides grants to support Celina neighborhood groups in initiatives for the public benefit.
- The City has adopted the Neighborhood Integrity Program Guidelines to provide grants for beautification of publicly visible, dedicated common areas.
- The program seeks creative and sustainable projects that enhance the physical and aesthetic conditions of the City's neighborhoods, increase the City's unique identity, and/or increase the quality of life for its residents.
- Application deadline was March 1, 2024

2023 NIP GRANT RECIPIENTS



Heritage – Open Space Lighting

Status – Complete



Bluewood – Open Space Improvements

Status – Pending



Buffalo Ridge – Open Space Improvements

Status – In Progress

2024 NIP APPLICATIONS

- Bluewood (Phase 2)
- Buffalo Ridge (Phase 2)
- Celina Village
- Glen Crossing
- Sutton Fields

APPLICATION REVIEW

Criteria	Explanation of Criteria
Neighborhood Status/Maturity	The condition and age of the neighborhood demonstrates a need for intervention. The applying association also has the capacity to execute the project and conduct necessary maintenance.
Public Benefit	Project helps improve the quality of life in the neighborhood and/or aesthetics of the area, while also providing widespread public benefit.
Project Feasibility	The project is cost effective, achievable, realistic, sufficiently funded, no ongoing maintenance required from the City of Celina.
Community Involvement	Demonstrated and proposed participation by residents in the planning, execution, and long-term maintenance of proposed project.
Project Impact	What is the impact this project will have both short term and long term? Does it align with the neighborhood goals? How will implementation or completion of the project impact the environment and surrounding area?
Match	There is no matching requirement to be eligible for the NIP. Associations that are able to provide matching funds will be favored.

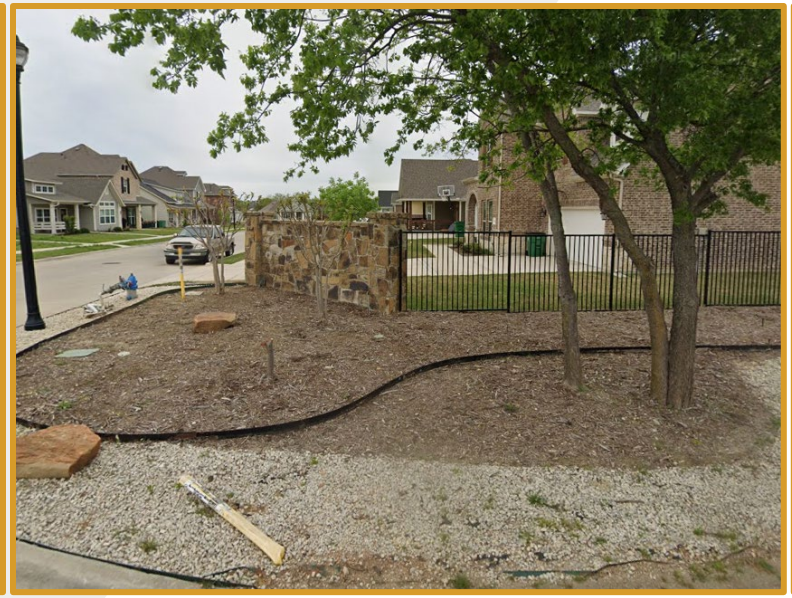
2024 APPLICATIONS

Recommendations



Bluewood – Phase 2

Total Cost - $51,425.97
Requesting - $30,000



Celina Village – Entryway Improvements
Total Cost - $11,473
Requesting - $5,706



Glen Crossing – Pavilion Construction

Total Cost - $60,212.50
Requesting – Not specified. HOA will cover the difference.

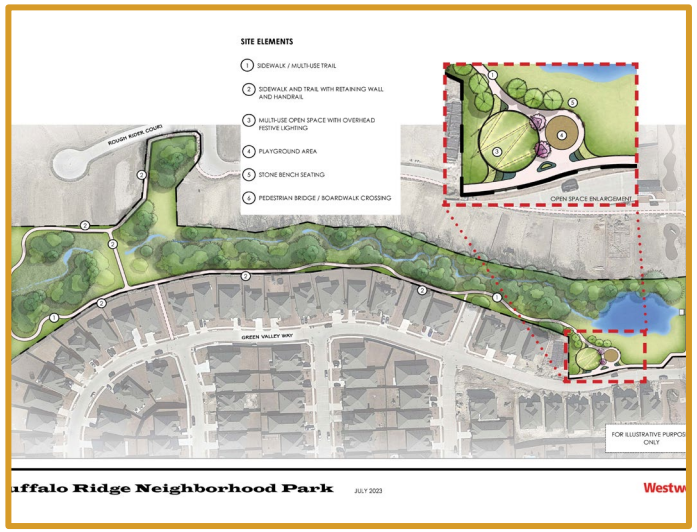
2024 APPLICATIONS

Not Recommended



Sutton Fields – Pavilion Construction

*KCB does not recommend **Sutton Fields Pavilion Construction** because the developer holds influence on the board. KCB felt that city funds should not be allocated to cover developer costs.*



Buffalo Ridge – Phase 2

*KCB does not recommend **Buffalo Ridge Phase 2,** as they are still under agreement for their 2023 NIP grant and have not offered to match funds, it is suggested they be considered for future grants after completing their current phase.*

2024 NIP RECOMMENDATIONS

KCB Recommends:

1. Bluewood Phase 2 Park Improvments
2. Celina Village Entryway Improvements
3. Glen Crossing Pavilion

KCB Not Recommended:

1. Sutton Fields Pavilion
2. Buffalo Ridge Phase 2 Park Improvements

QUESTIONS?

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Anthony Satarino, Strategic Services Director
CC:	Robert Ranc, City Manager
Intiated by:	Ty Behringer
Date:	May 14, 2024
Re:	Discussion regarding the City Council joint meeting schedule.

Action Requested:
Discussion regarding the City Council joint meeting schedule. (Satarino)

Background Information:
Staff has scheduled out dates for the proposed joint City Council meetings in 2024. Staff is requesting Council provide direction to Staff concerning the board/commissions that Council requests to meet with and schedule possible dates.

Legal Review:
The City Attorney has not been consulted.

Supporting Documents:
1. Joint Meeting - P&Z

Financial Consideration:
There are no financial obligations being considered at this time.

Staff Recommendation:
Staff requests feedback from Council.

JOINT CITY COUNCIL AND P&Z MEETING

Dusty McAfee
May 14, 2024



2024 JOINT CITY COUNCIL MEETINGS

Planning & Zoning Commission, **May 28, 2024**

Proposed discussion points:

- Impact Fees
- Batch Plant Regulations

Economic Development Corporation, **August 27, 2024**

Downtown Commission, **September 24, 2024**

Chamber of Commerce, **November 19, 2024**

Requesting Council's input on additional discussion items, if any.

Life Connected.

Parks
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Cody Webb, Director of Parks & Recreation
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Cody Webb
Date:	May 14, 2024
Re:	Discussion of the Wilson Creek Park schematic design.

Action Requested:
Discussion of the Wilson Creek Park schematic design. (Webb)

Background Information:
In July 2023, the City of Celina adopted the Wilson Creek Park Master Plan. The City council authorized a contract with Dunaway Associates, L.L.C. for survey, landscape and building architecture, and engineering services. The schematic design is complete. Staff is looking for feedback from the council on the proposed schematic design before the landscape architect proceeds into design development.

The initial project budget was established at $30,000,000.00 for Phase 1. The City has selected Dean Construction to work as the Construction Manager at Risk (CMAR) at the March 2024 council meeting. After the council approves the schematic design, Dean will prepare a working budget for the project. This project may be completed in sub-phases based on funding availability.

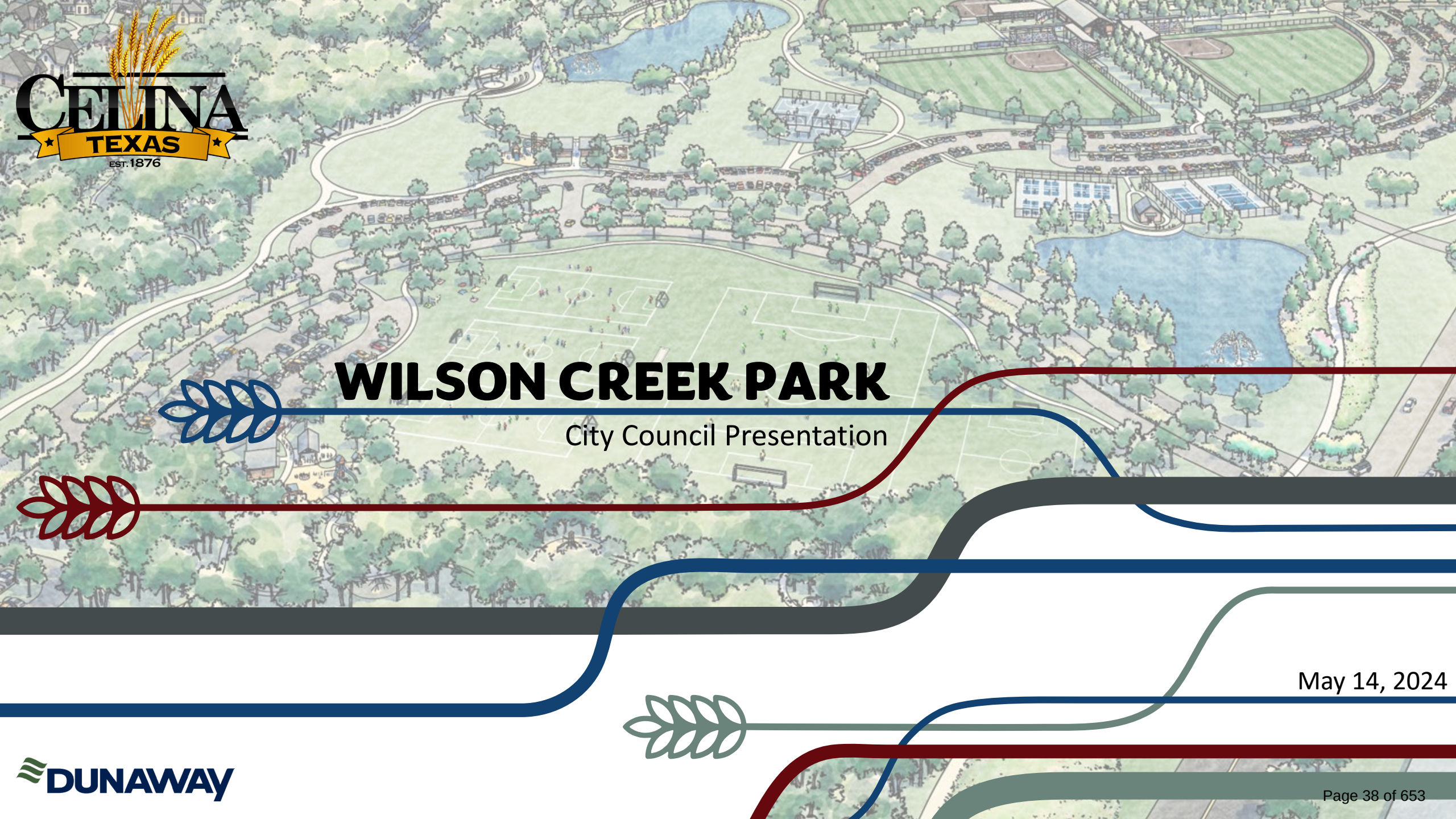
Legal Review:
N/A

Supporting Documents:
1. 5 - B -- Wilson Creek Park Update - CC 5.14.24 -V3

Financial Consideration:

N/A

Staff Recommendation:
Staff recommends approval of the schematic design.



WILSON CREEK PARK

City Council Presentation

May 14, 2024

WILSON CREEK PARK – PH 1

Design Cost: $3M
Projected Cost: Phase 1: $30M

Schedule:
Design start: 9/2023
CMAR selected: 3/2024
Design Complete: 11/2024
Construction start: 3/2025
Construction complete: 5/2026
Projected play: 8/2026

Funding Source: CDC/City Bonds



Forward Looking

DOWNTOWN CELINA

OLD CELINA PARK

PRESTON ROAD

WILSON CREEK PARK

THE PARKS AT WILSON CREEK

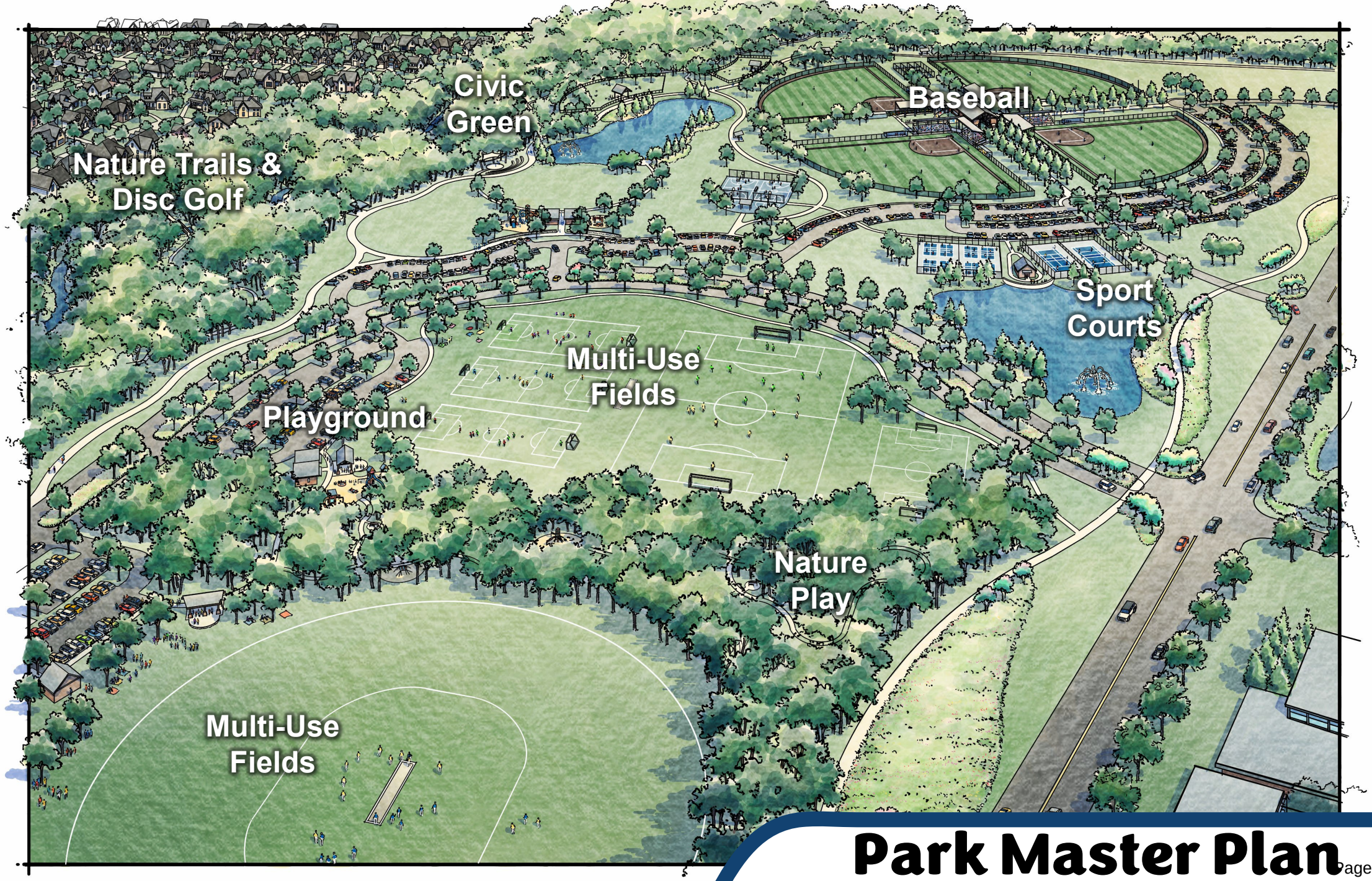


Historic Downtown

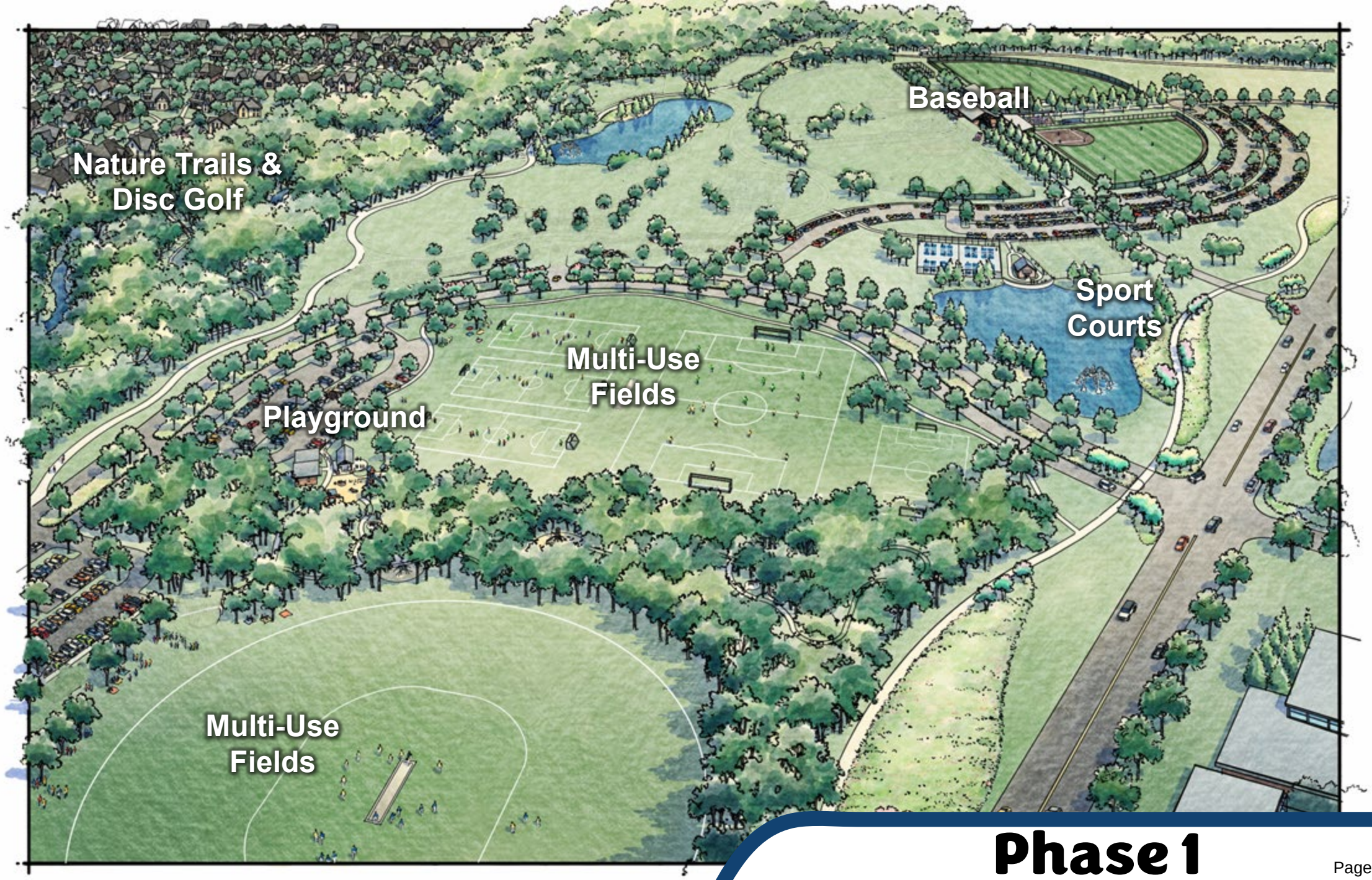


Old Celina Park


Railroad Theme at Ballfield Complex



Park Master Plan


Baseball
Nature Trails &
Disc Golf
Sport
Courts
Multi-Use
Fields
Playground
Multi-Use
Fields

Phase 1

Overall Site Plan



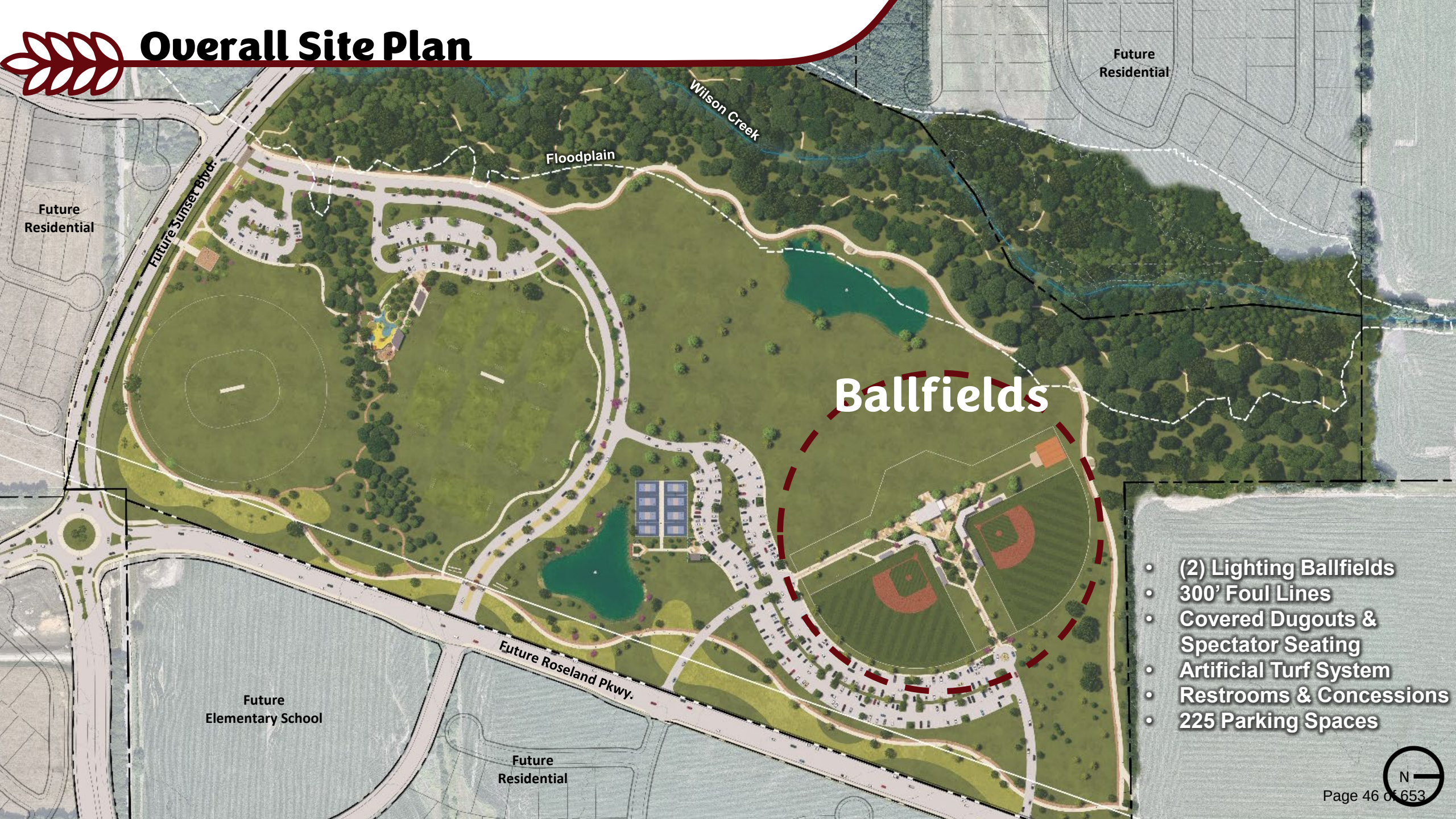


Roseland Pkwy. Arrival



Sunset Blvd. Arrival

Overall Site Plan



- (2) Lighting Ballfields
- 300’ Foul Lines
- Covered Dugouts & Spectator Seating
- Artificial Turf System
- Restrooms & Concessions
- 225 Parking Spaces



Ballfield Complex





Spectator Seating



Restroom Concessions Building – Option A



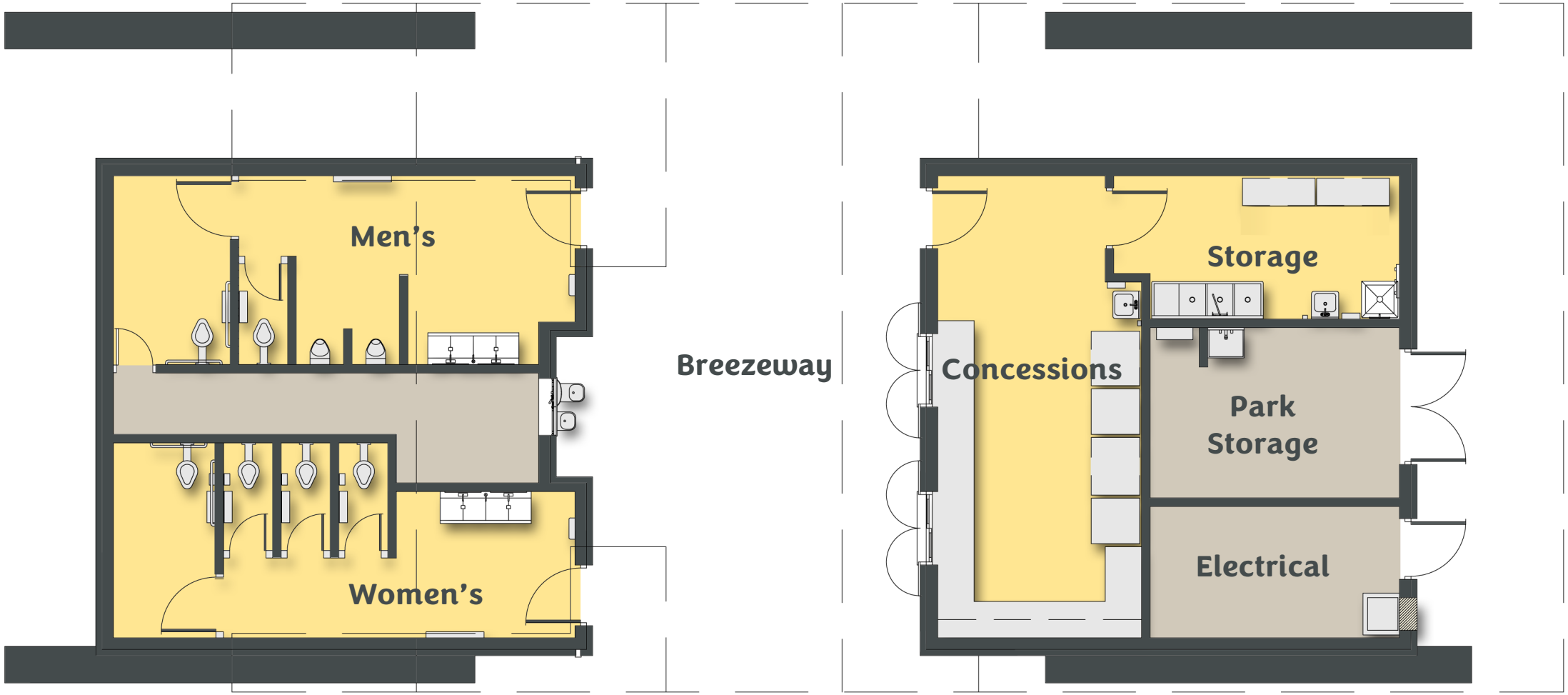
Restroom Concessions Building – Option A



Restroom Concessions Building – Option B



Restroom Concessions Building – Option 3


Men's
Women's
Breezeway
Concessions
Storage
Park
Storage
Electrical

Floor Plan

Overall Site Plan



- (8) Lighting Pickleball Courts
- Entry Plaza
- Restroom Building
- Pond Overlook
- 125 Parking Spaces

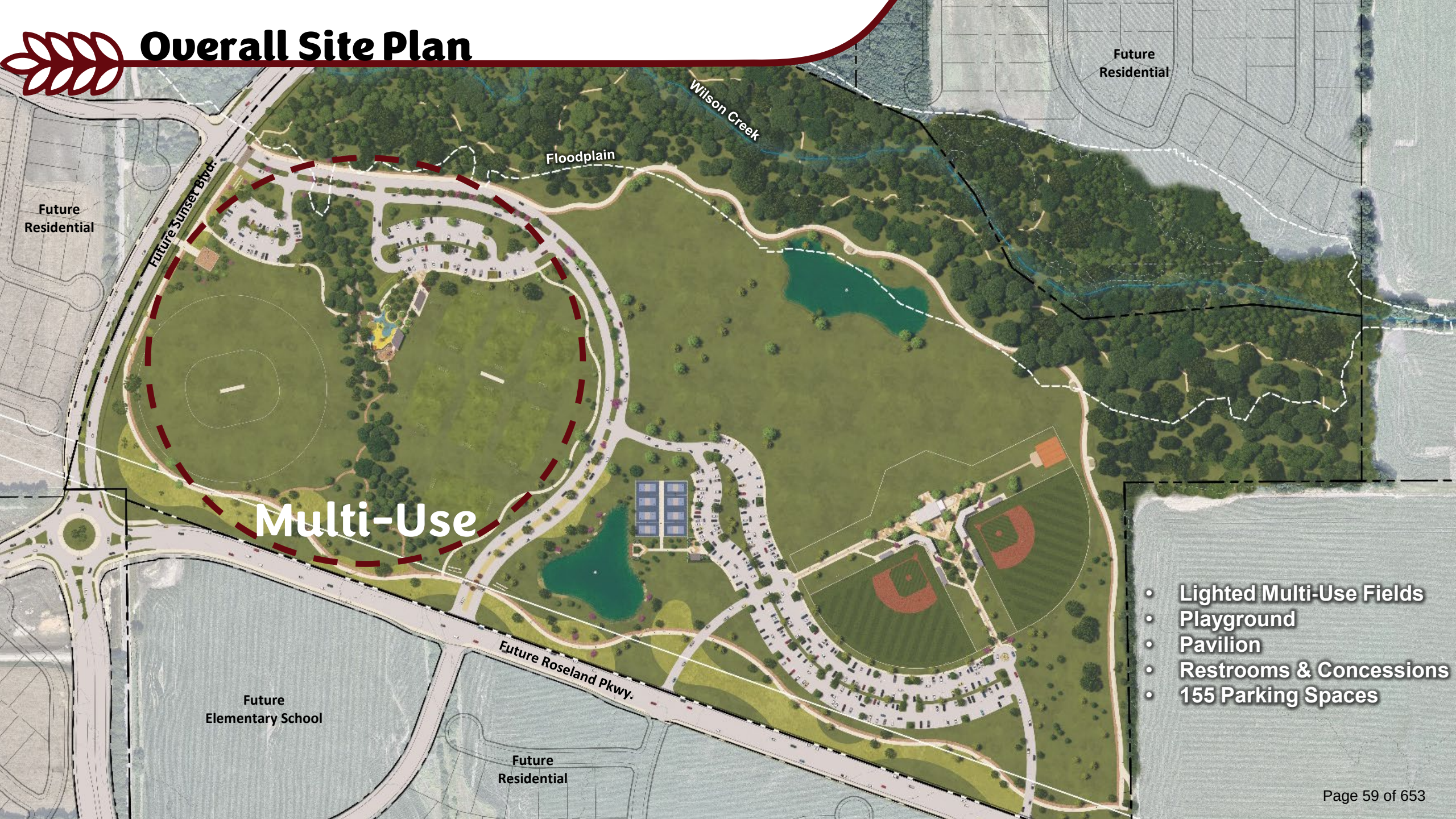

Pickleball Complex


East Pond



Trail Rest Stations

Overall Site Plan



- Lighted Multi-Use Fields
- Playground
- Pavilion
- Restrooms & Concessions
- 155 Parking Spaces


Multi-Use Fields


Playground


Picnic Lawn


Playground


Discovery Bell


Discovery Dell

Schedule Update

Design Development	April - July 2024
Construction Documents	August - November 2024
Bid Phase	TBD
Construction Phase	TBD

Questions?



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
Intiated by:	Drew Jenks
Date:	May 14, 2024
Re:	Update on TxDOT Summary of FM 455 Project

Action Requested:

Update on TxDOT summary of FM 455 project. (Glasgow)

Background Information:

The Texas Department of Transportation (TxDOT) is conducting a feasibility study for improvements to FM 455 from Dallas Parkway to Shady Brook Lane in Collin County, Texas. The purpose of the feasibility study is to analyze potential roadway options to improve FM 455, including improving an existing alignment or developing new alignments. The proposed study could potentially result in projects that require additional right of way and include construction in wetlands and an action in a floodplain. The study area is within the City of Celina and ends just west of the City of Weston.

TxDOT held an in-person public meeting in an open house format on Tuesday, April 30, 2024 from 5:30 to 7:30 p.m. at Jerry and Linda Moore Middle School, 300 East G.A. Moore Pkwy, Celina, TX 75009. In-person attendees were able to view the same presentation delivered in the online public meeting on a screen, review hard copies of project materials, ask questions of TxDOT staff and/or consultants, and leave written comments. A virtual public meeting is available for those interested at www.keepitmovingdallas.com/projects/fm-roads/fm455FS. The virtual meeting is not a live event and can be viewed at any time beginning at 5:30 p.m. on Tuesday, April 30, 2024 and will remain available online through 11:59 p.m. on Wednesday, May 15, 2024. Materials presented at the virtual public meeting and in-person public meetings are identical.

Any maps and drawings showing the study area and preliminary alternatives, tentative schedule, and other information regarding the proposed study are on file and available for inspection Monday through Friday between the hours of 8 a.m. and 5 p.m. at the TxDOT Dallas District Office located at 4777 E. Highway 80, Mesquite, Texas 75150. Study materials are also available online at the study website. These materials will also be available in hard copy form for review at the in-person option.

Written comments from the public regarding the feasibility study are requested and may be submitted by mail to the TxDOT Dallas District Office, c/o Stephen Endres, P.E., RE: FM 455 Feasibility Study, 4777 E. U.S. Highway 80, Mesquite, TX 75150 or by email to Stephen.Endres@txdot.gov. Verbal comments may be submitted by leaving a voicemail at (469) 920-2505. All comments must be received on or before Wednesday, May 15, 2024. Responses to comments received will be available online at the study website once they have been prepared. If you have any general questions or concerns regarding the feasibility study or virtual meeting or in-person option, please contact the TxDOT

Project Manager, Stephen Endres, P.E., at (214) 320-4469 or by email at Stephen.Endres@txdot.gov.

Legal Review:
NA

Supporting Documents:
1. 5 - C -- 455 Update Presentation - CC 5.14.24 AG

Financial Consideration:
NA

Staff Recommendation:
NA

TXDOT FM 455 FEASIBILITY STUDY UPDATE

May 14, 2024

Andy Glasgow, P.E., PMP, CFM
Director of Engineering



Study Area

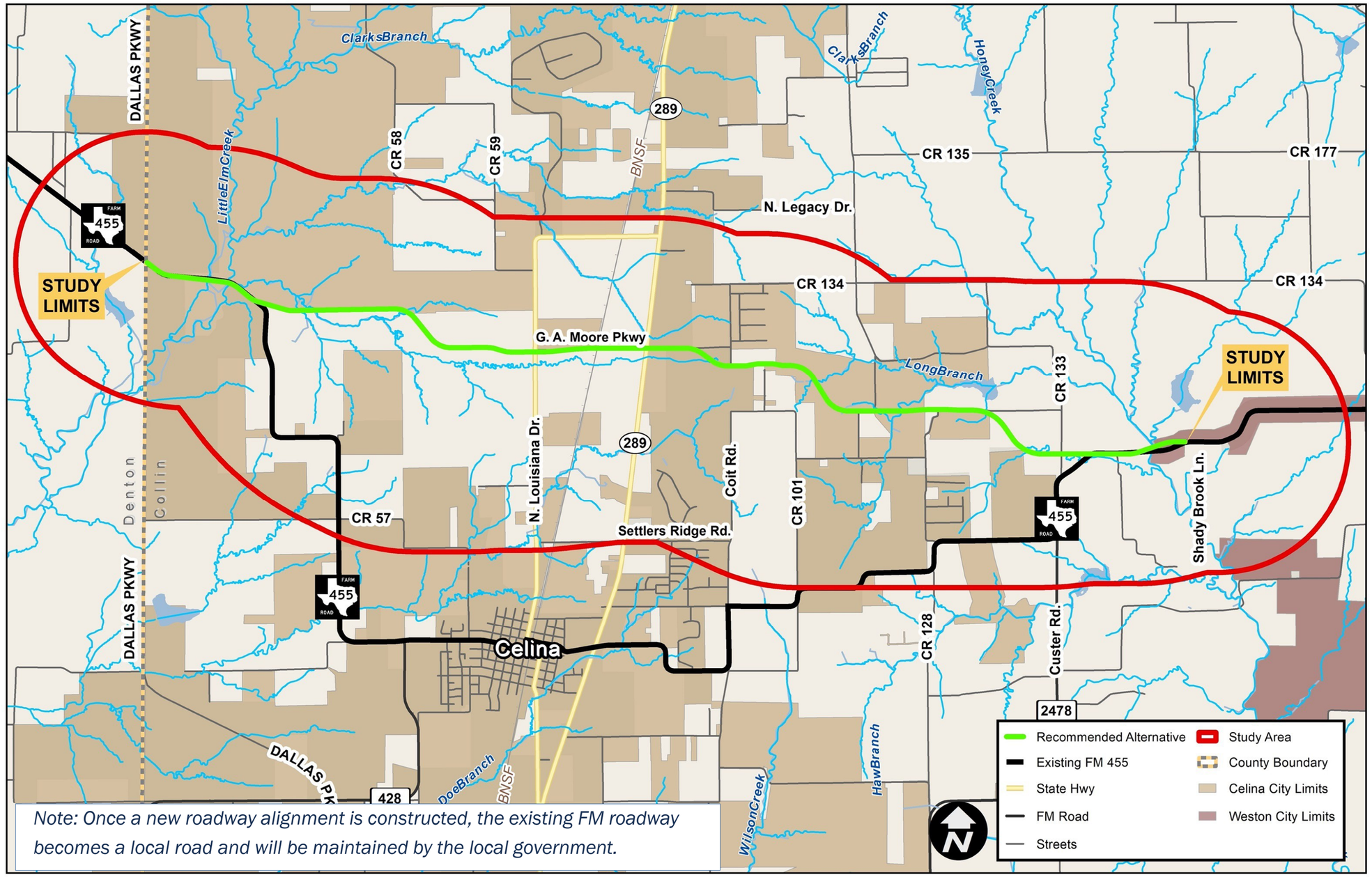
STUDY LIMITS:

FM 455 from Dallas Parkway to Shady Brook Lane

STUDY LENGTH:

Approximately 9 miles

The feasibility study analyzes potential roadway alignment options for the FM 455 corridor, including improving existing alignments and constructing possible new corridor alignment locations.



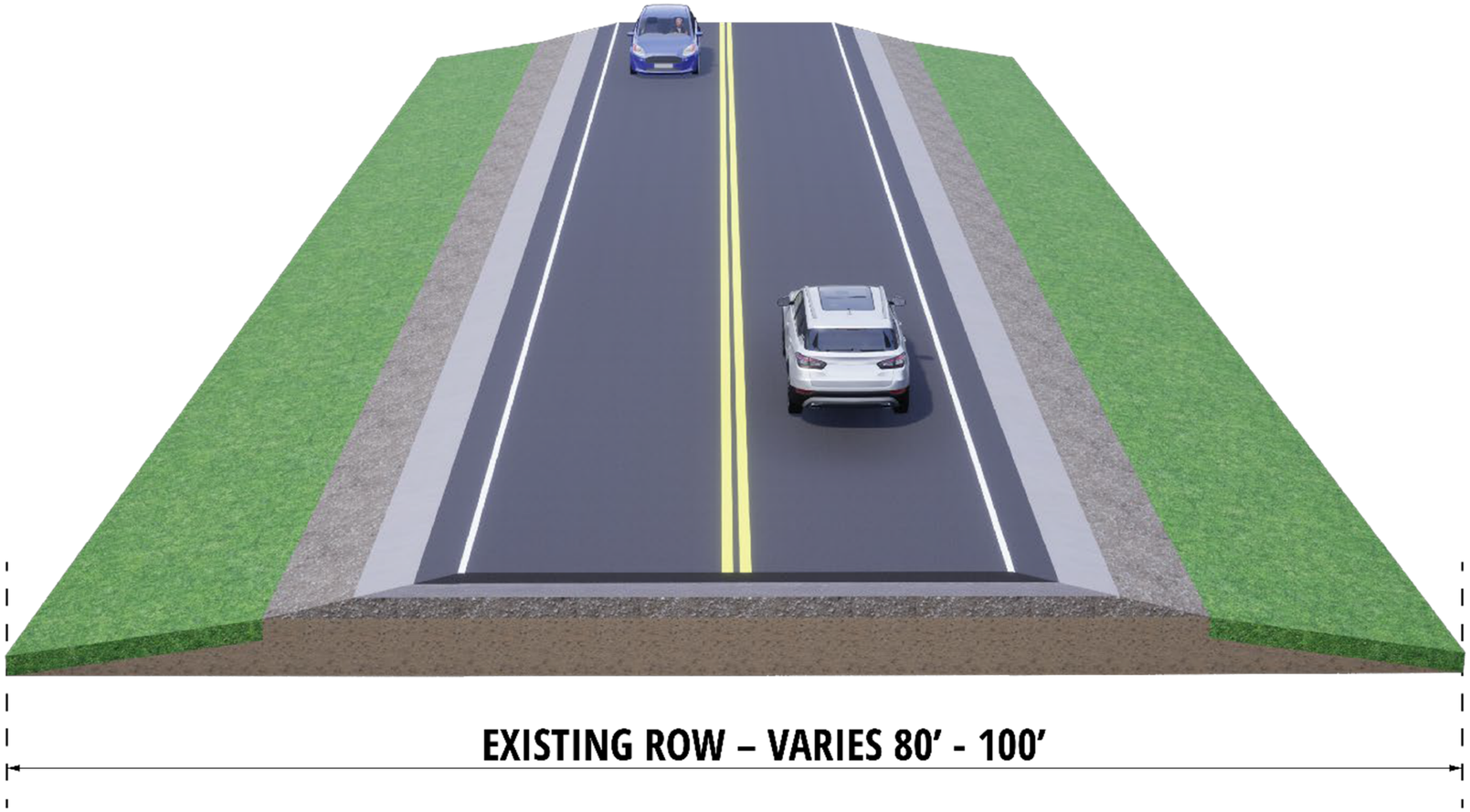
Note: Once a new roadway alignment is constructed, the existing FM roadway becomes a local road and will be maintained by the local government.

The study purpose is to identify and evaluate FM 455 roadway options to:

- Improve traffic operations
- Increase mobility and safety
- Enhance local and regional connectivity

The study is needed because local development and population growth continue to increase, resulting in higher traffic volumes, reduced mobility and safety conditions, and inefficient roadway connections.

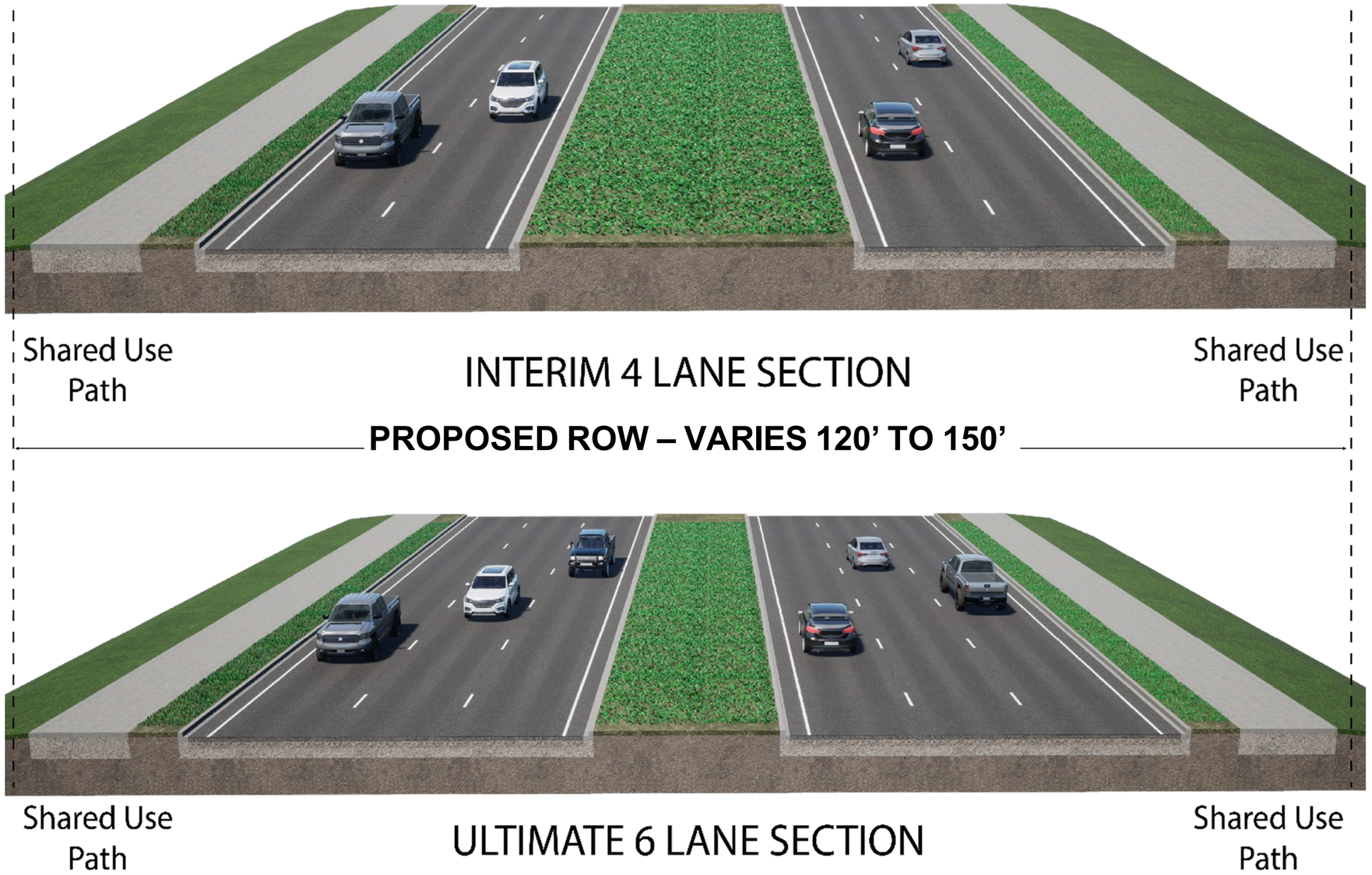
Existing Typical Section



- Mainly consists of two 12-foot-wide rural lanes
- Two-foot-wide shoulders
- No center raised median
- No sidewalks and shared-use paths
- No grade separated intersections
- At-grade railroad crossings

Proposed Typical Section

- Construct an urban interim four-lane (ultimate six-lane) roadway
- Lane widths vary from 11-foot to 12-foot-wide lanes depending on ROW restrictions
- Proposed 10-foot shared use paths and a variable-width raised median
- Turn lanes, where applicable, at side streets and intersections
- New location roadway at portions of proposed alignments

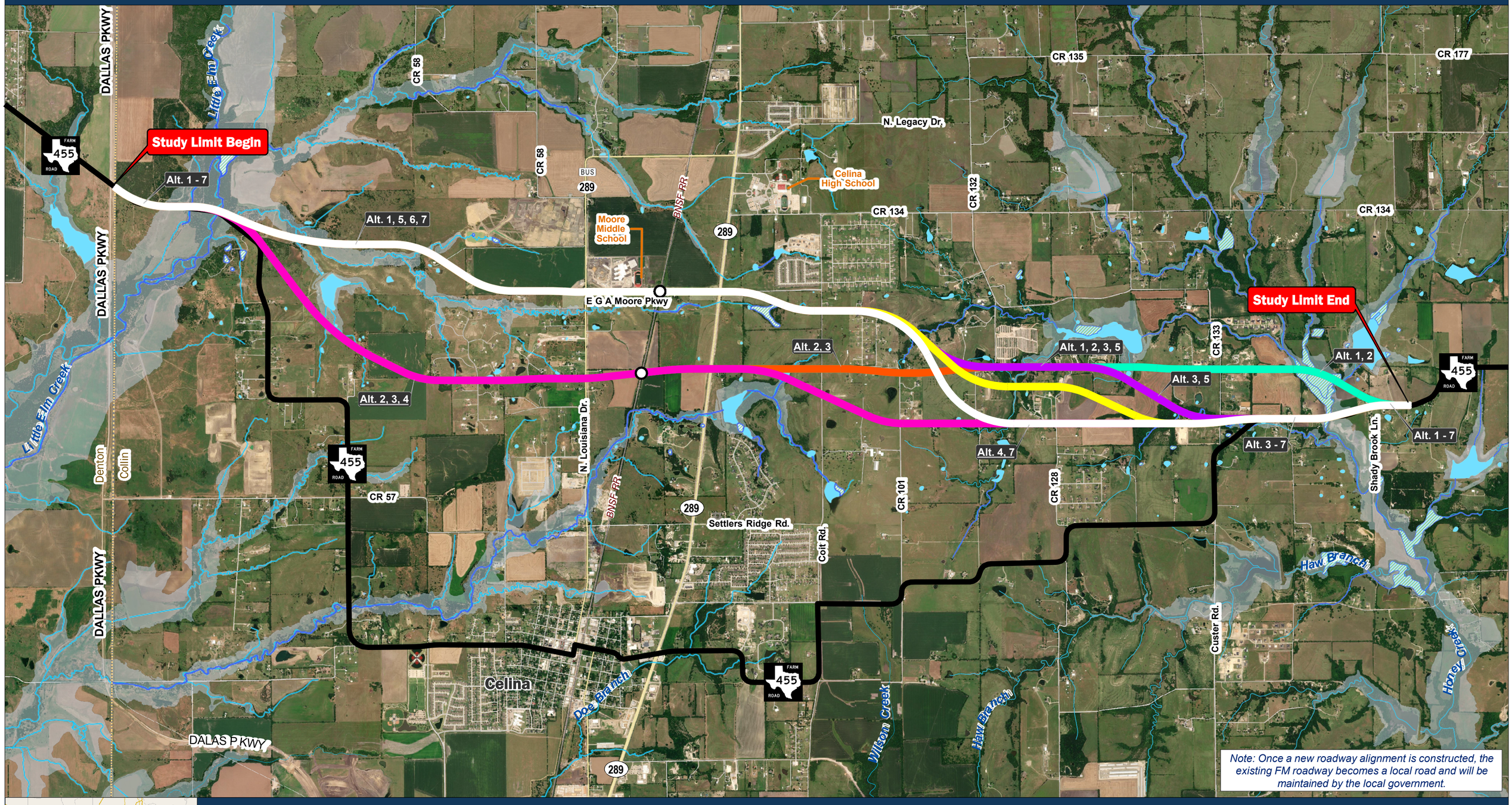


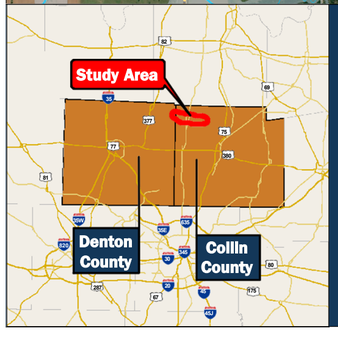
Texas Department of Transportation

Project ID: A00188517

Preliminary - Subject to Change

Proposed Preliminary Alternatives
FM 455 Feasibility Study
Collin County, Texas
Dallas District





0 0.25 0.5 1
Miles

- Existing FM455
- Alternative 1
- Alternative 2
- Alternative 3
- Alternative 4
- Alternative 5
- Alternative 6
- Alternative 7
- Proposed Grade Separated Crossing
- County Boundary
- 100-Year Floodplain
- Wetland
- Waterbody
- Rivers/Streams

Note: Once a new roadway alignment is constructed, the existing FM roadway becomes a local road and will be maintained by the local government.

Updated: 6/8/2023

How was the Recommended Alternative Determined?

- Closely follows Celina's Thoroughfare Plan.
- Minimizes required ROW by following future planned corridor alignments.
- Reduces potential for future displacements.
- Lower construction cost by utilizing existing pavement to be built by others.
- Fewer environmental impacts to water features.

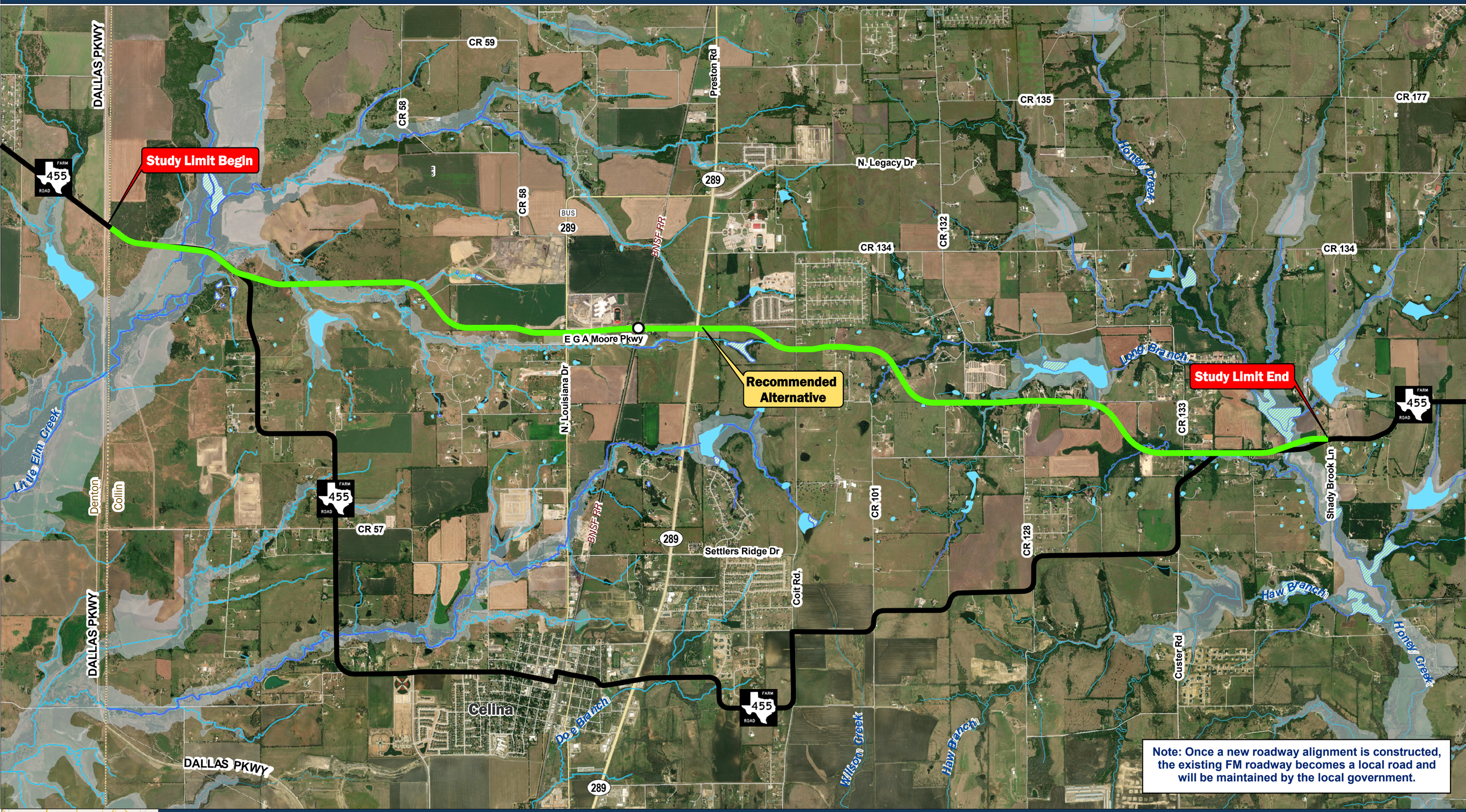
For more detailed information, see the evaluation matrix posted on the study website.

Texas Department of Transportation

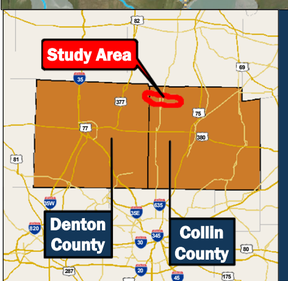
Project ID: A00188517

Recommended Alternative
FM 455 Feasibility Study

Collin County, Texas
Dallas District



Note: Once a new roadway alignment is constructed, the existing FM roadway becomes a local road and will be maintained by the local government.



0 0.5 1
Miles

- Proposed Grade Separated Crossing
- Recommended Alternative
- Existing FM455
- Rivers/Streams
- 100-Year Floodplain
- Wetland
- Waterbody
- County Boundary
- Parcel Boundary

Updated: 4/23/2024

Timeline and Next Steps

Feasibility Study Timeline*

2022-2023

Preliminary Engineering & Environmental Data Collection

Spring 2023

Explore & Analyze Alternative Solutions

June 20, 2023

Public Meeting #1

Fall 2023

Determine the Recommended Alternative

April 30, 2024

Public Meeting #2

Present the Recommended Alternative

WE ARE HERE

Summer 2024

Complete Feasibility Study

Next Steps after this Feasibility Study

SCHEMATIC DESIGN, ENVIRONMENTAL STUDIES & PUBLIC INVOLVEMENT

FINAL DESIGN, CONSTRUCTION PLANS, COST ESTIMATES & UTILITIES COORDINATION

CONSTRUCTION

NOTE: FM 455 funding has not been identified for any phase beyond this FM 455 Feasibility Study.

IDENTIFY RIGHT-OF-WAY NEEDS

RIGHT-OF-WAY ACQUISITION & PURCHASES

*** Subject To Change**

Questions?

Life Connected.

Marketing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From:
CC:
Intiated by:
Date: May 14, 2024
Re: Discussion regarding Special Events Guidelines

Action Requested:
Discussion regarding Special Events Guidelines. (Monaco)

Background Information:
The proposed discussion aims to refine existing special events guidelines, focusing on three key areas: fee structure, submission timelines, and the City Council's direction regarding third-party Downtown events.

Fee Structure: Staff will review the establishment of a transparent and equitable fee structure for special events. This structure will consider factors such as event size, duration, and impact on city resources.

Timelines for Submission: Staff will address the need for clear timelines for submitting special events applications. Establishing realistic deadlines allows for efficient processing of permits, permissions, and logistical arrangements. Adequate lead time is essential to accommodate various event types and ensure smooth coordination between organizers and City officials.

Direction for Downtown Events: Staff is seeking direction regarding the City Council's vision for third-party Downtown events. The aim is to provide clear guidance to event organizers while balancing the vibrancy of Downtown events with the needs of residents and businesses.

Legal Review:
N/A

Supporting Documents:

1. Special Events Guidelines
2. Special Events Presentation

Financial Consideration:

N/A

Staff Recommendation:

N/A










SPECIAL EVENTS GUIDELINES

CELINA TEXAS EST. 1876

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TABLE OF CONTENTS

Life Connected.

INTRODUCTION & OVERVIEW 1

EVENT CRITERIA 2

EVENT TYPES & IMPORTANT QUESTIONS ..... 3 - 4

SPECIAL EVENT APPLICATION & PROCESS ..... 5 - 12

EVENT TIERS 13

FEES ..... 14 - 15

OLD CELINA PARK 16

SITE PLANS & ROUTE MAPS 17- 19

PUBLIC SAFETY ..... 20 - 23

SANITATION 24

WASTE MANAGEMENT 25

INSURANCE 26

ALCOHOL 27

GENERATORS 28

FOOD & BEVERAGE ..... 29 - 30

FIREWORKS/PYROTECHNICS 31

CANOPY TENTS/TEMPORARY STRUCTURES 32



INTRODUCTION & OVERVIEW

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INTRODUCTION

The City of Celina's Special Events Guidelines are designed to standardize events held in the community so they are executed with the safety and health of the participants, the protection of public property, and the impact of non-participating residents taken into account. These guidelines are authorized under **Division 2; §1.12.041 through §1.12.080** and other related provisions of the City of Celina Code of Ordinances.

Celina is committed to ensuring that all events held within the City limits are appropriately governed by rules, regulations, and ordinances, and do not violate federal or Texas state laws or regulations. The Amendments to these guidelines not in conflict with the Code of Ordinances may be administratively implemented by staff.

It is the responsibility of the applicant to ensure these guidelines are followed.

OVERVIEW

Individuals, organizations, or agencies wishing to conduct public gatherings on City property (Parks or Facilities), and public rights-of-way streets or requesting City resources (Police, Fire/EMS, etc.) must obtain approval in advance through the City of Celina through the Special Event Permit Application process.

The Special Events Review Committee, which is comprised of City of Celina department representatives, will review the applicant's Special Event Permit Application for compliance with City guidelines. The City will issue a Special Event Permit upon approval of the application and submission of all required payments.

If an event is held exclusively on private (residential or commercial) property then it would not need a Special Event Permit unless it would cause significantly increased traffic or would need to close streets. There may be other requirements, such as a Temporary Food Event Permit, to hold a special event so the City recommends contacting the Special Events Manager to make sure you have the right permissions to hold a special event.



EVENT CRITERIA

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The City of Celina is proud to host a diverse variety of special events. The special events that are approved must contribute economic and social benefits that are aligned with the City's mission, including, but not limited to, those that promote the City, stimulate existing businesses, educate, celebrate an event, instill community pride, or preserve and protect local history and culture.

ITEMS CONSIDERED IN THE REVIEW PROCESS INCLUDE, BUT ARE NOT LIMITED TO:

(1) General risk to health, safety, and welfare to the participants in the event and City residents;

(2) Compliance with City, State, and Federal laws;

(3) Whether the event supports the City's strategic goals and public purpose objectives;

(4) Nature of the event, and how it will serve the City of Celina;

(5) Availability of requested facilities;

(6) Impact of the event on neighboring residents and properties;

(7) Impact and/or cost of the event on City property, support services, and holiday schedules;

(8) Risk posed to the City due to the nature of the event;

(9) Impact upon non-participating residents;

(10) Compatibility of the event with the requested location;

(11) Dates and times during which the event will occur;

(12) Number of participants;

(13) Parking availability for the event;

(14) Applicant's experience and capacity to produce the event as planned.

It is the responsibility of the applicant to detail the nature and duration of the event and demonstrate how the event will benefit the general welfare of the City. In deciding whether to issue a Special Event Permit, the City will balance the purpose of the event against the inconvenience of the public of closing streets and sidewalks and against the cost of the City of ensuring the public health, safety, and welfare of the attendees to the Special Event.

EVENT TYPES & IMPORTANT QUESTIONS

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When an applicant is considering putting together a special event in the City, it is important to know the type of event and its purpose. Knowing what type of event is planning to be held will help the Special Events Manager determine the specific needs necessary for that particular event.

Below are some types and definitions of special events:

BLOCK PARTY/NEIGHBORHOOD EVENTS: Neighborhood community events, such as Homeowner Association events, typically involve a street, neighborhood parade, neighborhood garage sale, or other type of event. Please reach out to lifeconnected@celina-tx.gov for more information.

FESTIVALS/CONCERTS: Any festival, concert, or other announced public gathering upon any public street, right-of-way, or property of the City. Festivals/concerts normally occur in Old Celina Park with the intention of attracting participants from outside of the area.

FOOT RACE/WALK: A foot race or walk over a course that includes public streets or sidewalks.

PARK EVENT: Events that occur in the City's park facilities and do not require the closing of streets.

PARADE: A parade of any kind moving upon any public street or sidewalk of the City, which does not comply with normal traffic regulations.

PROMOTIONAL EVENT: Events that are typically related to commercial-related activities, such as tent sales, grand openings, ribbon cuttings, parking lot sales, or other vendor/solicitor type activity. Please contact the City of Celina Permitting Department at permits@celina-tx.gov for more information.



EVENT TYPES & IMPORTANT QUESTIONS

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To help you determine what is best suited for your event, please answer the following questions:

WILL THE EVENT TAKE PLACE IN A NEIGHBORHOOD?

If an event is taking place in a neighborhood (Community Garage Sale, Block Party, etc.), a Special Event Permit Application will not be required. The City of Celina requests that if a neighborhood or Homeowners Association is hosting a community event that arrangements with the Celina Police Department and Celina Fire Department are made through lifeconnected@celina-tx.gov.

WILL THE EVENT TAKE PLACE ON OR IMPACT CITY/PUBLIC PROPERTY?

Examples: Public parks or temporarily blocking roadways for a parade and/or run/walk. If an event takes place on public property, on City streets outside of a neighborhood, or will block traffic for a distance event (i.e. 5K, Bike Race, or Parade) then a Special Event Permit is required.

Important Note: Events held on private property, including residential or businesses, do not require a Special Event Permit unless it would cause significantly increased traffic or would require street closures. Some individual aspects of the event may still require its own permit, such as food and beverage, but a Special Event Permit is not required for the event itself.

WILL THE EVENT BE AN ATYPICAL USE OF THE EVENT LOCATION?

Examples: A festival at a sporting facility. Most facilities and parks are designed for specific activities or have crowd capacities to ensure public safety and reduce the risk of damage to those locations. If an event falls outside of that designated use, a Special Event Permit may be required.

Please fill out a Special Event Permit Application or reach out to the Special Events Manager at events@celina-tx.gov if more information is needed to determine whether a Special Event needs a permit.



SPECIAL EVENT APPLICATION & PROCESS

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To apply for a Special Event Permit, the applicant must complete a Special Event Permit Application that is provided by the City of Celina. The application requires information, including the applicant's contact details, the organization involved (if applicable), the applicant's information, the proposed event location, parking areas, estimated attendance, the type of animals or vehicles involved (if applicable), and details on temporary structures and signage.

All applicants must be at least 18 years of age in order for a Special Event Permit Application to be considered. If an applicant is not at least 18 years of age, the application must be submitted by a legal adult who will be present at the special event.

In accordance with the City of Celina's Code of Ordinances **Division 2; §1.12.042**, the Special Event Permit Application shall set forth as a minimum of the following information:

(1) The name, address, telephone number, and state identification or driver's license number of the person seeking to conduct the event;

(2) If the event is to be held for or by an organization, the name, address, and telephone number(s) of the headquarters of the organization and the authorized and responsible heads of such organization;

(3) If the event is to be held by or for any person other than the applicant, the applicant shall file a written statement from that other person showing authority to make the application;

(4) The name, address, telephone number, and state driver's license or identification number of the person who will be the event chairman and who will be responsible for its conduct;

(5) The name, address, telephone number, email address, and driver's license number of the property owner(s) authorizing the use of the property for a special event;

(6) The proposed location and parking areas for the event;

(7) The approximate number of persons who are attending, including peak attendance and duration of peak and, if applicable, the number and types of animals and vehicles that will constitute such event;

(8) The location and size of tents, awnings, canopies, food service booths, stage, sound system, barricades, merchandise booths, traffic cones, proposed structures, fences, signs, banners, restroom facilities, and/or temporary structures shall be shown, tents shall be inspected and permitted per section A1.006, special events;

(9) Details for any planned signage shall be included;

(10) When loudspeakers/stage sound system will be used, the location and orientation of those speakers shall be shown;

(11) The time at which on-site activities in preparation for the event will begin;

(12) The date(s) and time(s) the special event will start and terminate;

(13) A description of the parade or special event and the requested dates and hours of operation of the parade or special event;

(14) The time and location of street closings, if any are requested for the parade or special event;

(15) Details of how the applicant/promoter will clean up the area used after the parade or special event;

(16) The parade's commencement and termination time, the starting and termination points, and the specific routes to be traveled are provided in written format including detailed directions as well as in an illustrated map format;

(17) A schedule of the order of parade participants;

(18) The estimated number, if any, of animals, animals and riders, animal-drawn vehicles, floats, motor vehicles, motorized displays, and marching units or organizations such as, but not limited to bands, color guards, and drill teams;

(19) If the event is to be held on private property, written permission shall be provided with contact information for the holding of the event from the owner of the property or his authorized representative;

(20) An itinerary for all activities occurring during the special event;

(21) Admission pricing;

(22) List of vendors and merchandise, food or alcoholic beverages to be sold including name, address, phone number, insurance coverage certificates, and required permits, of the vendors;

(23) List of live entertainment to be provided;

(24) Requirement for electricity, water, and other utilities;

(25) List of vendors and programs for fireworks and/or pyrotechnic display(s);

(26) List of aerial events (including but not limited to helicopters and hot air balloons) to be provided. Aerial events are subject to Fire Department review and approval, liability insurance requirements, and inspection permits;

(27) List of amusement/carnival rides and attractions. Carnival rides and activities are subject to Fire Department review and approval, liability insurance requirements, and inspection permits. The estimated number of persons to participate in the parade or special event;

(28) Prior approval by the Parks & Recreation Department to use the park facilities for a special event, if applicable;

(29) Copy of contract, agreement, or details outlining arrangement between applicant and promoter upon request;

(30) Copies of permits and agreements with all City Departments shall be included with the application for a special event permit;

(31) Any other information that the City shall find necessary relating to public health, safety, and welfare.

The Special Events Review Committee will evaluate permit applications based on several factors that include, but not limited to, ensuring sufficient time for planning and preparation, assessing the impact on City services, such as Celina Police and/or Fire Departments, evaluating the potential for disorderly conduct or property damage, and considering the effect on traffic flow and public health facilities. The committee may also require additional licenses, permits, restrictions, regulations, and safeguards to be incorporated into the permit.

The Special Events Review Committee will approve the Special Event Permit Application if it meets the requirements. However, the application can be denied or revoked under certain circumstances, including, but not limited to, conflicts with other permitted events or City events, violation of City Code of Ordinances or Federal, State, and/or Local Laws, false or misleading information on the application, failure to comply with permit conditions or pay fees, inadequate insurance coverage, or potential disruptions to traffic or public services. The City Manager has sole discretion to review, approve, or deny any Special Event Permit Application.

Below is an example that shows the standard Special Event Permit Application process.

STAGE 1
The applicant will contact the Special Events Manager to confirm the available date for a proposed event. If the proposed event date is available then the applicant will submit a Special Event Permit Application.

STAGE 2
The Special Events Manager or his/her designee will review the Special Event Permit Application and determine if the event meets the requirements for a permit or if there are factors that would inhibit the authorization of a permit.

STAGE 3
Before the Special Event Permit Application goes into committee review, the Special Events Manager or his/her designee will submit an estimated invoice for City-related site reservation fees and non-refundable permit application fee. Upon confirmation of payment and receipt, the Special Events Manager or his/her designee will review the permit and all of its supporting documents.

STAGE 4
Upon confirmation of payment and receipt, the Special Events Manager and his/her designee will send the Special Event Permit Application to the Police Department and Fire Department liaisons for a Public Safety Review.

The Police Department and Fire Department will make a determination on the number of public safety personnel that is required for the event. Once that determination has been made, the applicant will be required to register and pay for the time of the public safety personnel through the Off-Duty Management website or a separate invoice will be sent for public safety personnel. The applicant must have paid for the public safety personnel in full before final approval of a Special Event Permit.

STAGE 5

Once all required site reservation and Special Event Permit Application fees have been processed, initial review of the event has been completed, and public safety fees have been established, the applicant will receive a Pre-Authorization Letter from the City informing them that the application will be sent to the Special Events Review Committee. However, the Pre-Authorization Letter does not mean an approval of the event or the issuance of a permit at this point. Once the applicant receives the Pre-Authorization Letter, the applicant may proceed to advertise the event.

STAGE 6

After all the requirements on the checklist have been met and the required payments have been processed, the Special Events Review Committee will conduct a final review and issue an approval, denial, or provide comments and/or amendments for the Special Event Permit.

The Special Events Manager or his/her designee will act as the liaison between the applicant and City Departments represented on the Special Events Review Committee. It is important that the applicant meet all deadlines listed on the checklist and bring questions or concerns to the Special Events Manager or his/her designee in a timely manner to avoid delays that would prevent a permit from being issued. If the deadlines are not consistently met by the applicant a denial of the permit may be issued at any time during the permit process. If an applicant anticipates any delays in acquiring the necessary requirements, it is important to communicate with the Special Events Manager or his/her designee.

The Special Events Manager or his/her designee will communicate with the applicant to inform them that the event will not be authorized or if the permit will move to the next stage.

If an objection is raised during the review, the Special Events Manager or his/her designee will give the applicant guidance on how to correct the issue, if time allows. If the objection cannot be corrected in a timely manner, the objectionable aspect will not be allowed at the event or, if the objections involve public safety or security, the Special Event Permit Application as a whole will be denied and the event must be relocated to another city or jurisdiction.

STAGE 7

Upon application approval and all required fees are paid, the Special Event Permit will be approved and issued by the Special Events Manager or his/her designee authorizing the applicant to hold the event with the details that were submitted. The permit will not take effect until it is signed by the applicant and the Special Events Manager or his/her designee. If elements of the event change, the permit will be placed on hold and changes will need to be reviewed and approved before making the permit active again.

There will be no "SAVE THE DATE" for a special event. The special event date will be secured once the Site Reservation and Special Event Permit Application fees have been processed, and registration for Public Safety personnel has been completed.

Once the applicant has received a Pre-Authorization Letter, the applicant can begin to advertise the event. Applicants are not permitted to advertise the event until they have received a Pre-Authorization Letter.

SPECIAL EVENT APPLICATION & PROCESS

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STANDARDS FOR ISSUANCE OF SPECIAL EVENT PERMIT

When considering approval of a permit application, the Special Events Review Committee may consider (without limitation) the following factors under the City of Celina Code of Ordinances **Division 2; §1.12.043**:

(1) Whether the permit application allows for ample opportunity to properly plan and prepare for the parade or special event;

(2) Whether police, fire, and other city services will be unduly burdened or adversely affected by the parade or special event;

(3) Whether the parade or special event is reasonably likely to cause injury to persons or property, provoke disorderly conduct, or create a disturbance;

(4) Whether the special event will substantially interrupt the safe and orderly movement of traffic near its location or route; and

(5) Whether there will be adequate sanitation and other necessary public health facilities in or adjacent to any public assembly areas.

Below are some additional standards for the issuance of special event permits under the City of Celina Code of Ordinances **Division 2; §1.12.043**:

(1) The applicant/promoter should consider the parade or special event approved upon receipt of the permit application indicating approval executed by the Special Events Review Committee or Special Events Manager prior to the start of the special event for (without limitations) the plans described below.

(2) The City, by approving such plans, assumes no liability or responsibility therefor.

(3) The Special Events Review Committee may prescribe licenses and permits required by other City ordinances, or applicable laws, restrictions, cost for City services, safeguards, and other conditions necessary for the safe and orderly conduct of a parade or special event, to be incorporated into the permit before issuance.

(4) The Special Events Review Committee shall provide the Special Events Manager with the estimated cost of City services provided by the respective department to ensure the safe and orderly operation of the parade or special event. The Special Events Manager will prepare and provide the applicant/promotor with an invoice detailing these estimated costs. Payment for City-related services and all applicable fees are due prior to the issuance of a Special Events Permit.

(5) Special events and parades sponsored by the City or school district(s) within the City will be exempt from fees associated with this article; however, nonprofit organizations will not be exempt from fees associated with this article.

(6) Upon review and written approval of the Chief of Police, the Special Events Manager may provide for the issuance of permits for the use of golf carts, all-terrain vehicles, or similar vehicles for use at special events or parades. Application for use of described vehicles shall identify who the drivers will be and the number of vehicles. Such use shall be limited to those times and places indicated on the permit.

WHY AN APPLICATION (OR PERMIT) MAY BE DENIED

During the Special Event Permit Application process, the Special Events Manager or his/her designee will act as a liaison between the Special Events Review Committee and the applicant. If any objections are raised during the initial or final review, the Special Events Manager requests the right to have the applicant clarify the information provided or provide additional documentation. If this request is not replied to in a timely manner or the information provided does not meet City requirements, the application may be denied. An application or permit may be denied for (but not limited to) the following reasons under the City of Celina Code of Ordinances **Division 2; §1.12.044**:

(1) The event will conflict in time and location with another event for which a permit has already been granted;

(2) The applicant/permittee/promoter fails to comply with, or the proposed parade or special event will violate an ordinance of the City or any other applicable law unless prohibited conduct or activity would be allowed under this article;

(3) The applicant makes or permits the making of a false or misleading statement or omission of material fact on an application for a special event;

(4) The applicant has been convicted of violating this article, or has had a permit revoked within the preceding twelve (12) months or fails to pay a special event fee;

(5) The applicant fails to provide proof of a license or permit required by this article or another City ordinance or by State law;

(6) The event, in the opinion of one or more of the Special Events Review Committee members, would severely hinder the delivery of normal or emergency services or constitute a public threat;

(7) The applicant submits an incomplete application or fails to pay any special event fees;

(8) If a parade crosses or uses a route, or as part of a route, any of the following:
- **(A)** State Highway 289/Preston Road
- **(B)** Dallas Parkway/Dallas North Tollway
- **(C)** F.M. 455

(9) The event will unreasonably disrupt the orderly flow of traffic and no reasonable means of rerouting traffic or otherwise meeting traffic needs is available; or

(10) The event begins and/or ends outside the City limits, unless or until the applicant/promoter receives approval from the adjacent City or County jurisdiction where the parade or special event begins or ends.

(11) The applicant fails to adequately provide for:
- **(A)** The protection of event participants;
- **(B)** Maintenance of public order in and around the special event location;
- **(C)** Crowd security; taking into consideration the size and character of the event;
- **(D)** Emergency vehicle access; or
- **(E)** Safe sanitary conditions for preparation or operation of food concessions.

(12) The applicant/promoter fails to provide a Certificate of Liability Insurance naming the City as an additional insured in the amount designated by the Human Resources/Risk Management representative to the Special Events Review Committee. Applicant/promoter must also provide the Certificate of Liability Insurance and an endorsement agreement no less than thirty (30) days prior to the date of the parade or special event;

(13) The applicant/promoter fails to provide proof that he possesses or is able to obtain all licenses and/or permits required by this code or other City ordinances or by other applicable law for the conduct of all activities included as part of the parade or special event;

(14) The applicant/promoter fails to notify the businesses affected by the parade or special event, in writing, or street closures ten (10) days prior to the event;

(15) The applicant/promoter fails to submit the required fees and agrees in writing to reimburse the City for the estimated costs for the proposed parade or special event;

(16) The proposed parade or special event would unduly burden City services;

(17) Should the applicant/promoter for a parade or special event permit reveal that the route requested would interfere with the orderly flow of vehicular and pedestrian traffic, Special Events Review Committee shall have the authority to establish a reasonable alternative route and regulate the width of the event.

(18) The Special Events Manager or other designated City Official shall revoke a special event permit if:

- **(A)** There are findings that any of the provisions of this article, another City ordinance, or State law is violated;
- **(B)** In the judgment of the Special Events Manager, a violation exists which requires immediate abatement;
- **(C)** The applicant made or permitted to be made a false or misleading statement or omission of material fact on an application for a special events permit;
- **(D)** The applicant fails to comply with the special events permit, an ordinance of the City, or any other applicable law;
- **(E)** The applicant/promoter failed to provide a Certificate of Liability Insurance and endorsement agreement naming the City as an additional insured in the amount designated thirty (30) days prior to the event;
- **(F)** The applicant/promoter failed to pay any outstanding fees or estimated costs owed to the City for the parade or special event permit; or
- **(G)** The parade fails to begin in a timely manner as determined by the Chief of Police, Fire Chief, Special Events Manager, or their designees.

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WRITTEN APPEAL OF DENIAL OF APPLICATION

If the Special Events Manager or the Special Events Review Committee denies the issuance of or revokes a permit application, the Special Events Manager shall send to the applicant or permit holder, by certified mail, return receipt requested, written notice of the denial or revocation, and of the right to an appeal. The decision of the Special Events Manager or Special Events Review Committee is final unless the applicant/promoter/permit holder appeals the decision within three (3) business days to the City Manager, in writing. The City Manager shall, within three (3) business days after the appeal is filed, consider all the evidence in support of or against the action appealed and render a decision either sustaining or reversing the denial or revocation.

The decision of the City Manager shall be final under the City of Celina Code of Ordinances Division 2; §1.12.045.

DISCRIMINATION

Events held on City property and public rights-of-way must not discriminate on the basis of race, religion, sex, age, national origin, familial status, or disability.



EVENT TIERS

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The City of Celina classifies Special Events as Tier 0, Tier 1, Tier 2, Tier 3, or Tier 4. The fees and requirements associated with each category are different; therefore, it is important to know how each event is classified.

TIER 0 EVENTS

HOA, Neighborhood Community Events, or other minor events where notice to the City is encouraged, but no permit is required. These events are subject to staff determination. Please reach out to lifeconnected@celina-tx.gov for more information.

TIER 1 EVENTS (MEET TWO OR MORE CRITERIA)

- Small, single-day event
- No closures of roads or intersections
- Anticipated or recorded attendance under 250
- Held in a City park or public area
- No sales or serving of alcohol

Submission Timeframe: No earlier than six (6) months and no later than sixty (60) days prior.

TIER 2 EVENTS (MEET TWO OR MORE CRITERIA)

- Closure of roads and intersections that will not interfere with public use
- Anticipated or recorded attendance of 251 to 1,000
- Selling or serving alcohol for less than four (4) hours
- Held in a City park or public area
- Presence required of Public Safety personnel

Submission Timeframe: No earlier than six (6) months and no later than ninety (90) days prior.

TIER 3 EVENTS (MEET TWO OR MORE CRITERIA)

- Large, single-day event
- Closure of streets and intersections *(Barricades required at cost to applicant)*
- Anticipated or recorded attendance of 1,001 to 3,000
- Selling or serving alcohol for four (4) to eight (8) hours
- Held in a City park or public area
- Presence required of Public Safety personnel and vehicles

Submission Timeframe: No earlier than one (1) year and no later than ninety (90) days prior.

TIER 4 EVENTS (MEET TWO OR MORE CRITERIA)

- Large, single-day and/or multi-day events (including event set-up)
- Closure of streets and intersections *(Barricades required at cost to applicant)*
- Anticipated or recorded attendance of over 3,001
- Selling or serving alcohol for eight (8) or more hours
- Held in a City park or public area
- Presence required of Public Safety personnel and vehicles

Submission Timeframe: No earlier than one (1) year and no later than one hundred and twenty (120) days prior.

The Special Event Permit Application fee will be updated in the City of Celina Master Fee Chart that was approved by City Council.

FEES

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Fees vary based on event, location, staffing, and services. Fee categories include non-refundable Special Event Permit Application fees, site reservation fees, municipal fees, and other fees specific to the event. The Master Fee Chart, as approved by the City Council, designates the fees for various aspects of special events. Any fee listed in the Special Events Guidelines are subordinate to the Master Fee Chart.

SITE RESERVATION FEE

Applicants will be required to pay for all fees associated with a public facility or park as outlined by the City of Celina's Master Fees Chart approved by the City Council. The Site Reservations Fees will be required in full payment before a Special Event Permit Application is approved.

MUNICIPAL SERVICE FEES

In addition to the non-refundable Special Event Permit Application and site reservation fees, the applicant will be responsible for associated costs for municipal services or municipal resources, including:

(1) Additional security or patrol services provided by the Celina Police Department and/or Off-Duty Management

(2) Additional equipment as requested by the Celina Police Department and/or Off-Duty Management

(3) Fire Inspectors and Emergency Medical Personnel provided by the Celina Fire Department

(4) Additional equipment as requested by the Celina Fire Department

(5) Health Inspections for Food & Beverage service provided by the City of Celina Health Inspector

(6) Rehabilitation of damaged parks or other damaged City facilities or property

NON-CITY-RELATED COSTS

There are a few common non-city-related costs associated with holding an event on City property. When planning an event, it is important for the applicant to keep the following costs in mind, but not limited to:

BARRICADES & CONE RENTAL: For street closures and separating event space from vehicle travel or parking areas, type 1, 2, or 3 barricades are required by the Celina Police Department. The City of Celina will not provide or rent barricades or cones for a special event.

PORTABLE RESTROOMS: Some event locations may not be equipped with permanent restroom facilities. The Special Event Permit Application requires all applicants to provide adequate restroom facilities for the estimated participants. The City of Celina will not provide or rent portable restrooms for a special event.

INSURANCE: Applicants are required to provide a Certificate of Insurance and list the City of Celina as additionally insuranced, which confirms the applicant is covered in the case of an emergency and protects the City of Celina from liability. The City of Celina will not provide Insurance for a special event.

TEMPORARY ALCOHOL LICENSE: If the applicant is considering selling alcohol, the State of Texas requires a Temporary Alcohol Service License. The City of Celina will not provide a Temporary Alcohol License for a special event. Please contact the Texas Alcoholic Beverage Commission for a Temporary Alcohol License.

GENERATORS: Some event locations have limited access to power or power outlets so generators may be required to power event elements, such as food trucks, bounce houses, lighting, etc. The City of Celina will not provide or rent generators for a special event.

CANCELLATION OF EVENT (FORCE MAJEURE EVENT)

The applicant and the City of Celina will not be in breach of or in default under the Special Event Guidelines on account of, and will not be liable to the other party for, any delay or failure to perform its obligations by the Special Events Guidelines by reason of fire, earthquake, flood, explosion, strike, riot, war, pandemic/epidemic, terrorism, or similar event that is outside the applicant's reasonable control (each a "Force Majeure Event").

A Force Majeure Event is classified as a concept of an act of God, an event for which no party can be held accountable, such as a hurricane or a tornado. However, Force Majeure also encompasses human actions, such as armed conflict. If a Force Majeure Event occurs, the affected party shall, as soon as practicable:

(1) Notify the other party of the Force Majeure Event and its impact under this agreement; and

(2) Use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under the Special Event guidelines.

In cases of weather-related cancellations, the City will designate the City Manager to make a determination for when an event needs to be canceled after consultation with the Celina Fire Chief or his/her designee and Emergency Services Coordinator. At any point before or during the event, the City Manager has the sole discretion to delay, postpone, or cancel the event. The decision of the City Manager will be final.

In the event that a special event needs to be canceled by the applicant, the City will work with the applicant to find a new date within sixty (60) days of the original event date. If an alternative date cannot be agreed upon by the City and applicant, the refund of payment will be provided following the schedule outlined below for the refundable fees. The City Manager will have the right to make a determination on whether a refund will be given due to the cancellation of an event.

TIME PERIOD BEFORE EVENT	REFUND
30 Days Prior to the Event	100%
15 - 29 Days Prior to the Event	50%
Less than 14 Days Prior to the Event	No Refund

OLD CELINA PARK

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Old Celina Park is the only public park in the City of Celina where runs/walks are allowed. No other park may be used for a distance event. Distance events, including 5K races, are permitted on City roadways adjacent to Old Celina Park at the discretion of the Special Events Review Committee, but additional costs and consideration will be added to the event for the presence of Celina Police and Fire Departments. Barricades must be provided to ensure public safety and the safety of the participants. Old Celina Park is a public park and is available for public use by residents and/or visitors. Public use of Old Celina Park must be maintained throughout the event unless limited exclusive use is approved beforehand by the city.

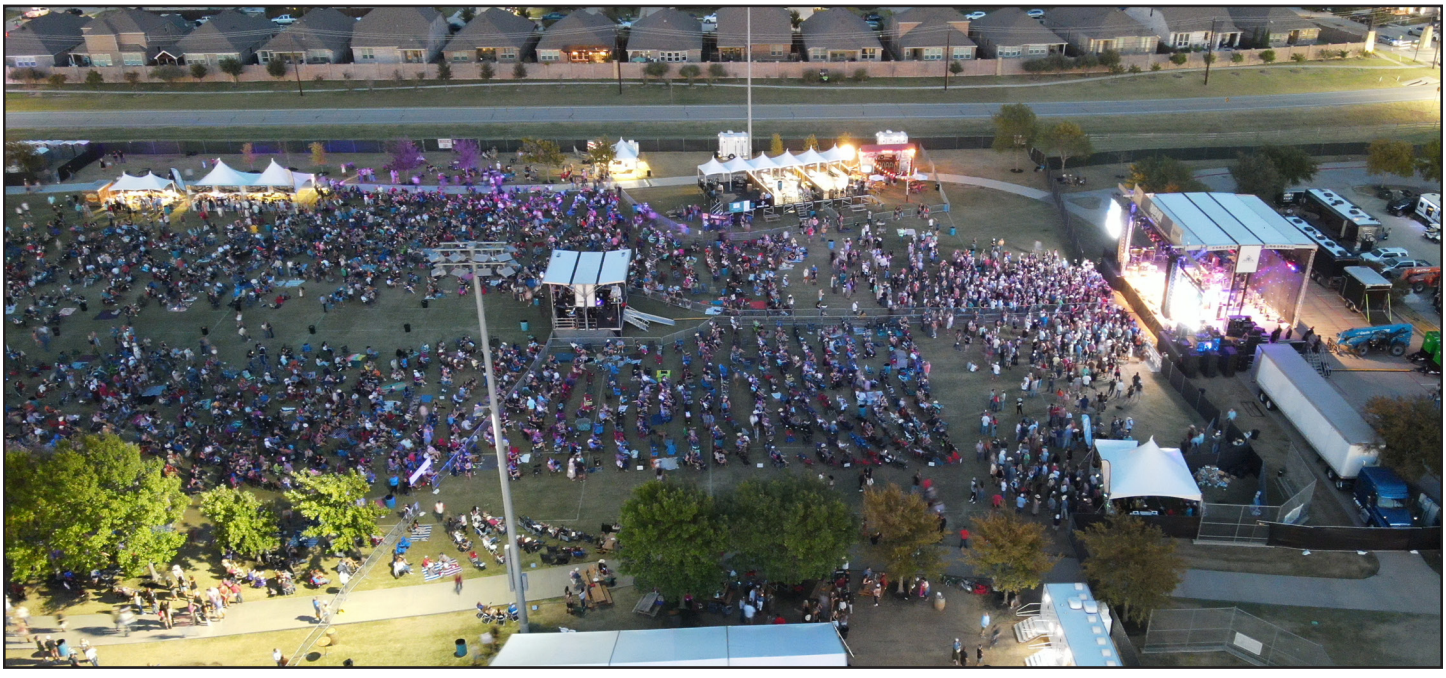
Important Note: Due to athletic league competitions and general public use, Old Celina Park will be considered a limited availability site. All athletic league competitions and tournaments will take first priority in reserving the park for a special event and/or run/walk events.

SITE RESTORATION FEE

The applicant will be required to pay a Site Restoration Fee for the use of Old Celina Park when organizing a run/walk. The applicant will be required to pay the Site Restoration Fee listed on the City of Celina Master Fee Chart that was approved by City Council before the Special Event Permit Application is approved and a permit is issued.

DAMAGES & RESTORATION OF PROPERTY

The applicant shall take all necessary precautions to protect City property from any damages resulting from the event's use and access to the City property. The applicant shall immediately notify the City of Celina of any and all damages resulting from, arising out of, or caused to, the City property by its event, its officers, agents, employees, and attendees. The applicant shall be solely responsible for the costs and repair and/or replacement of all such damages and such repairs and/or replacements shall be commenced immediately and completed within a reasonable time period, with an intention of completing all such work within thirty (30) days, and shall be completed in a manner acceptable to the City of Celina in its sole discretion.



SITE PLANS & ROUTE MAPS

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The City of Celina requires a preliminary and final site map for all special events. The site plan is a simple, visual representation of every structure, activity, amusement, and vendor at the event. It is important to ensure the event is set up in a way that provides safety and convenience to everyone involved, including Police and Fire Department personnel in the case of an emergency. In addition to the site plan, if the event is a distance event, such as a run/walk or parade, a route map showing the route your attendees will take is also required.

SITE PLAN/MAP REQUIREMENTS

Below are the requirements for any event that should be included on the site map (if applicable):

(1) Entrances & Exits

(2) Barricades & Cones In/Around Event Space

(3) Food, Merchant, and/or Sponsor Booths

(4) Bar (where alcohol will be served)

(5) Fencing (if required)

(6) Stage & Music - DJ and/or Band

(7) Restrooms & Hand Wash Stations (including handicap accessible)

(8) Tables & Chairs

(9) Food Trucks

(10) Amusements/Bounce House(s)

(11) Animals

(12) Trash Receptacles/Dumpster

(13) Handicap and Regular Parking Staffs, including drop-off areas

(14) Shuttle and/or Ride Share Station

(15) Event Information Booth (Lost & Found)

(16) Loudspeakers

(17) Generator(s)

(18) First Aid Station

(19) Signage (Description and location of proposed event signage)

SITE PLANS & ROUTE MAPS

Life Connected.

Not every event will include everything on the list. The more detailed an applicant is with the site plan, the less likely they are to run into delays or questions during the permit approval process. Each item on the plan should be clearly labeled or a key provided.

It is understandable that elements of the site plan may change during the event planning process. This is a key reason why the Special Events Manager requires a preliminary site plan and final site plan during the permit process.

ROUTE MAP REQUIREMENTS

In addition to a site map, route maps should include the following details:

(1) Start/Finish Line or Location

(2) Arrows indicating the direction participants will travel

(3) Signage (including directional signage for participants)

(4) Water/Rest Stations



SITE PLANS & ROUTE MAPS

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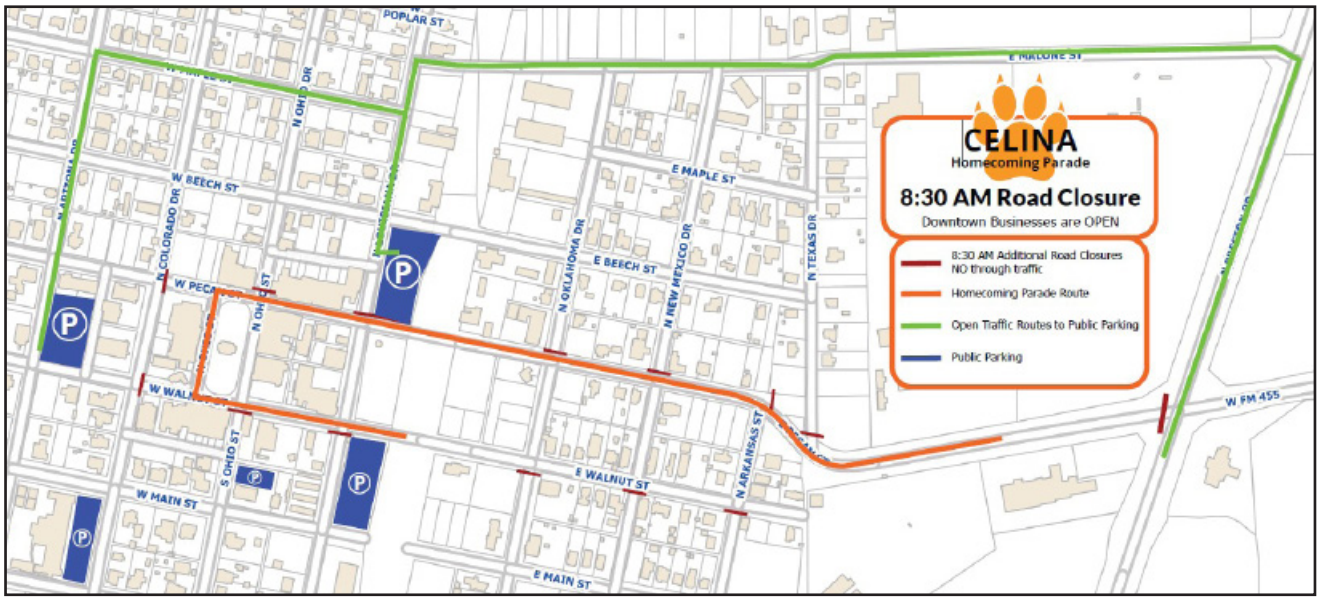
EXAMPLE OF SITE PLAN



EXAMPLE OF ROUTE MAP



PUBLIC SAFETY

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The Celina Police Department and Celina Fire Department shall remain the lead public safety agencies for all events that occur within the City of Celina's jurisdiction.

POLICE DEPARTMENT

The Celina Chief of Police or his/her designee will determine the number of personnel needed at a special event. Once that information has been established, the applicant will be responsible for contracting the Celina Police Department at the current hourly rate as set forth by the department.

The City of Celina Chief of Police or his/her designee may require, and the applicant shall pay for the number of police officers for the safety of the attendees at a special event. The Celina Chief of Police or his/her designee has the authorization to amend the number of City personnel and resources for any event for any reason.

The Chief of Police or his/her designee may authorize the use of peace officers from other jurisdictions or entities if it is determined that an insufficient number of Celina Police Officers will be available for a special event. All Police Officers, whether Celina Police Department personnel or from outside agencies, and whether working in an on-duty or off-duty capacity at a special event, must comply with Celina Police Department Rules & Regulations.

The Celina Police Department has partnered with Off-Duty Management to provide services related to hiring off-duty officers for special events. The rates provided are for a minimum of four (4) hours per request. The Supervisor rate will apply as determined by the agency on a case-by-case basis on requests for three or more officers. Off-Duty Management can only be used if a special event is not a City-sponsored or City-contracted event. Off-Duty Management will coordinate and handle payments for the services of all Police Officers.

The holiday rate will apply to the following days: New Year's Eve, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, and Christmas Day. If part of an officier's shift falls on a holiday, the entire shift will be billed at the holiday rate.



EVENT TIER	MINIMUM NUMBER OF POLICE OFFICERS REQUIRED
Event Tier 1 (Under 250 Attendees)	0 - 2
Event Tier 2 (251 - 999 Attendees)	2 Officers per 500 increments + 1 Supervisor over 1,000 Attendees
Event Tier 3 (1,000 - 2,999 Attendees)	6 Officers + 1 Supervisor Add one officer for every 1,000 Attendees
Event Tier 4 (Over 3,000 Attendees)	8 Officers + 1 Supervisor Add one officer for every 1,000 over 3,000 Attendees

FIRE DEPARTMENT

The Celina Fire Chief or his/her designee may require, and the applicant shall provide for fire suppression personnel, emergency medical personnel, emergency medical vehicles, and fire apparatus or equipment necessary for the safety of the attendees at a special event. The Celina Fire Chief or his/her designee has the authorization to amend the number of City personnel and resources for an event for any reason.

The Celina Fire Chief or his/her designee may authorize an applicant to provide emergency medical personnel or fire suppression personnel from other jurisdictions or entities if it is determined that an insufficient number of Celina emergency medical or fire suppression personnel will be available for a respective special event. All emergency medical personnel or fire suppression personnel, whether Celina Fire Department personnel or from outside agencies, and working in an on-duty or off-duty capacity at a special event, must comply with Celina Fire Department Rules and Regulations.

The Special Events Manager or his/her designee will send the Special Event Permit Application to the Fire Chief and his/her designee for review to determine if the presence of the Celina Fire Department is required. If the Fire Chief or his/her designee makes the determination that the Celina Fire Department will need to be present, the Fire Chief or his/her designee will work with the applicant on the costs required.

The number of medical aid posts required would depend on what medical aid room facilities are available. Every venue should have at least one climate-controlled facility with electrical service and running potable water. *(FEMA Guidelines - IS-15: Special Events Contingency Planning Job Aids Manual)*

PUBLIC SAFETY

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Applicants may be required to coordinate with the Celina Fire Department to provide a suitable plan for emergency vehicles to gain access to the area. The Celina Fire Department will also ensure that all fire codes are complied with, including fire safety guidelines for outdoor cooking. Emergency Medical Services may be required on-site where there is a potential risk for participants, officials, or the public. In addition, a first-aid or emergency services plan is required to be included in the Special Event Permit Application.

EVENT TIER	MINIMUM NUMBER OF FIRE DEPARTMENT PERSONNEL	MEDICAL AID POSTS
Event Tier 1 (Under 250 Attendees)	0 - 2	0
Event Tier 2 (251 - 999 Attendees)	2 - 4 Personnel + 1 Supervisor over 1,000 Attendees + 1 Emergency Medical Vehicle	1
Event Tier 3 (1,000 - 2,999 Attendees)	4 - 6 Personnel + 1 Supervisor over 1,000 Attendees + 1 Emergency Medical Vehicle	1
Event Tier 4 (Over 3,000 Attendees)	6 - 12 Personnel + 1 Supervisor over 1,000 Attendees + 1 Emergency Medical Vehicle	1 - 2



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MEDICAL AID POSTS

The number of medical aid personnel and posts will vary with the type of event. It is important to note the considerations in the establishment of medical aid posts as they should:

(1) Provide easy ambulance access and egress

(2) Be located within five (5) minutes of all sections of the crowd

(3) Have available a mode of transport for them

(4) Be clearly marked

(5) Have adequate signage for directions to the medical aid post

(6) Be clearly identified

(7) Be clearly marked on maps of the venue layout

(8) Be in a position known by security and other event personnel

(9) Be stocked and staffed for the duration of the event and for spectator arrival/departure periods

(10) Provide facilities for injured or sick patients to lie down

(11) Ensure privacy in clinical areas

(12) Provide some means of communication with the primary medical control point, venue control, and with mobile medical teams in the venue

(13) Be located in as quiet a place as possible

(14) Ensure the post-security staff considerations are addressed

(15) Include dedicated disposal containers for ablutions, hazardous wastes, and sharps.

(FEMA Guidelines - IS-15: Special Events Contingency Planning Job Aids Manual)

The medical aid posts require a tent for the Celina Fire Department. There may be some special equipment that is requested by the Celina Fire Department, including but not limited to, cooling stations, golf carts, etc. These special equipment requests will be paid for by the applicant.

SANITATION

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Sanitation is a necessary part of the event planning process, and it is vital to making sure that attendees and participants are safe, happy, and comfortable. As part of the Special Event Permit Application, the applicant will be required to provide a sanitation plan that encompasses the duration of the event and the cleanup afterward.

The following guidelines and requirements will help to ensure that the special event meets the sanitation and safety standards expected of any special event in the City of Celina.

PORTABLE RESTROOMS

If permanent restroom facilities are not available to the attendees or participants, portable restrooms are required. Portable restrooms may be rented from a local service provider or vendor. The City will not provide portable restrooms. Applicants are required to adhere to the guidelines provided by the Portable Sanitation Association International. The Americans with Disabilities Act (ADA) requires at least one (1) ADA-compliant restroom within every grouping of portable restrooms.

EVENT TIER	HOURS PER EVENT	NUMBER OF PORTABLE RESTROOMS
Event Tier 1 (Under 250 Attendees)	1 - 4	2 - 5
Event Tier 2 (251 - 999 Attendees)	1 - 4	4 - 8
Event Tier 3 (1,001 - 2,999 Attendees)	4 - 12	6 - 20
Event Tier 4 (Over 3,000 Attendees)	4 - 12	12 - 30

WASTE MANAGEMENT

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WASTE MANAGEMENT

Waste Management is a critical part of the event planning process, and access to garbage receptacles and frequent emptying of those receptacles are integral to maintaining a clean and pleasant experience for the attendees and participants. During the Special Event Permit Application process, the applicant should have a waste management plan. Applicants are required to use City-contracted waste management companies for the event.

The waste management plan should include:

(1) Approximate number of waste receptacles

(2) Location of receptacles in the event (including any dumpsters)

(3) Plan/schedule for emptying garbage during the event

(4) Plan for disposal/removal from the location after the event

(5) Contract or invoice with a waste management and/or dumpster contractor

JANITORIAL SERVICES

The applicant shall be required to make adequate provisions for cleaning up the area, including the entire event footprint, the route of the event, public restrooms and the area between the event footprint and designated parking both during and upon completion of the event. In addition, the applicant shall return the areas listed above to the same condition of material preservation and cleanliness as existed before the event.

The applicant shall provide and distribute an acceptable number of trash/recycle containers throughout the event footprint with a focus on entrances/exits and areas where food and beverages are consumed. All litter, trash, and debris must be removed from the site, including trash removal from all permanent trash receptacles used by the event participants/spectators before teardown is complete.

If the City determines that additional janitorial services are required to get the event site back to its original state, it will come at the expense of the applicant.



INSURANCE

Life Connected.

As an applicant, the goal is to reduce and mitigate potential risks, including financial ones, and this includes providing insurance coverage for your event. The City of Celina requires each applicant to provide proof of insurance to make sure both the applicant and the City are protected in any unforeseen circumstances.

As part of the Special Event Permit Application process, the applicant will be asked to provide a Certificate of Insurance (COI) for the event.

LIABILITY INSURANCE

The City will require proof of public liability insurance in an amount equal to the City's liability under the Government Tort Claims Act of the State. In most cases, this will be a $1,000,000 minimum per occurrence but may be increased depending on the size of the event and activities provided. A Certificate of Insurance (COI) form may be used to submit this information to the City. This policy must include coverage for the event and must name the City of Celina as a certificate holder on the policy. The policy must list as follows: City of Celina, 142 N Ohio St., Celina, Texas 75009.

Proof of insurance must be submitted to the City at least thirty (30) days prior to the event for verification of coverage. The City of Celina does not provide nor obtain insurance coverage for any non-City special events. It is the responsibility of the applicant to obtain, pay, and hold for proper insurance coverage througout the entirety of the event.

HOLD HARMLESS CLAUSE

Applicants will be required to sign and notarize the Hold Harmless Clause included in the Special Event Permit Application. The clause states:

I, the undersigned applicant, having authority to execute this agreement on behalf of myself and/or the organization, agree to indemnify and hold harmless, the City of Celina, its officers, employees, agents, and representatives against all claims of liability and causes of action resulting from injury or damage to persons or property arising out of the special event.

INDEMNIFICATION

An applicant who applies for a Special Event Permit must execute a written agreement to indemnify and defend the City and its officers and employees against all claims, including but not limited to injury or damage to persons or property, whether public or private, arising out of alleged willful or negligent acts or omissions to the applicant, its officers, agents, or employees in connections with the special event.



ALCOHOL

Life Connected.

Sales or service of alcoholic beverages must be in compliance with City of Celina Code of Ordinances **§8.09**, Alcoholic Beverages, as amended, of this code and with all applicable provisions of the Texas Alcoholic Beverage Code and rules promulgated by the Texas Alcoholic Beverage Commission.

It is illegal to serve or sell beer, wine, or liquor on any City street unless a special Texas Alcoholic Beverage Commission (TABC) Permit is obtained for alcohol sales. The TABC Permit should be obtained a minimum of two (2) weeks in advance. Alcohol sales and consumption at the event will affect the number of Police Officers needed. Events serving or selling alcohol are required to serve or sell a non-alcoholic beverage alternative. The TABC Permit holder must comply with the Texas Alcoholic Beverage Code.

The following items must be posted at the sale locations:

(1) TABC Temporary Permit

(2) Sign with serving hours and last call time

In addition, if any condiments, mixers, or ice are served with the alcohol, a Temporary Food Event Permit is required in addition to the TABC Permit. If liquor (not including beer or wine) is served, sold, or consumed at the event, temporary fencing must be placed to restrict access to the area of sale/service to adults 21 or older and the presence of additional security officers may be required by the Celina Police Department. It is important to note that no glass containers can be sold or served at the event.

If a special event will include the sale or consumption of alcohol and any part of the event is located on private property, the applicant is responsible for obtaining approval from the property's owner for such activity.



GENERATORS

Life Connected.

Some event locations have limited access to power or power outlets so generators may be required to power event elements, such as food trucks, bounce houses, lighting, etc. The City of Celina will not provide or rent generators for a special event.

Below are some guidelines for the use of generators at an event:

(1) Generators must be located 10 feet from any permanent structure.

(2) Generators must be located 20 feet from any (fire retardant/resistant) tent or temporary membrane or air-inflated structure.

(3) Generators must not be located on any sidewalk or within 10 feet of a building exit or egress path unless otherwise approved.

(4) Generators must be allowed to cool down prior to refueling.

- **(A)** Generators less than 10 gallons may be refueled during normal event hours, provided fueling is 25 feet from the public.
- **(B)** Generators over 10 gallons must be refueled where the public is not present.

(5) Generators must be protected from public access and this is the responsibility of the vendor.

(6) "No Smoking" signs must be posted around the generator and any stored fuels.

(7) Less than 10 gallons of fuel may be stored on-site.

- **(A)** The fuel must be stored 50 feet from any (fire retardant/resistant) tent or temporary membrane or air-inflated structure.

(8) Generators with less than 60 gallons of fuel must have a 2A:10BC or larger fire extinguisher within 30 feet of the generator.

(9) Generators with more than a 60-gallon tank require the tank to be labeled and listed to meet UL 142 specifications.

(10) The maximum fuel capacity for a generator is 660 gallons.

A site review for all generators will require review from the City of Celina Fire Marshal's Office so that they may determine any additional requirements or exceptions. The applicant will need to contact Captain Keith Brumfield (kbrumfield@celina-tx.gov) or Captain Marty Nevil (mnevil@celina-tx.gov) for more information.

FOOD & BEVERAGE

Life Connected.

Food and beverages can often be integral parts of special events. This can come in the form of "fair-style" food sold by food trucks or vendors so it is important for the applicant and the City Health Inspector to ensure everything made available to eat or drink at an event is safe by utilizing the guidelines below. As part of the permit process, the the City Health Inspector will work with the applicant to determine whether or not food or alcohol permits are needed.

(1) Go to the Health & Food Safety Permit Application website (Please do not submit permit applications until contacted by the Health Department).

(2) Click "Request Now" for the Mobile Fire Suppression Permit

(3) Fill out all required information and submit. Currently, there is no fee for the Mobile Fire Suppression Permit.

(4) After submitting the Mobile Fire Suppression application, go back to "Request an Annual Permit" page and click "Request Now" for the Temporary Event Food Vendor Permit.

(5) Fill out all required information, click submit, and pay the fee. The fee will cover both the Fire and Health Permits.

(6) Once both applications have been submitted, contact the Fire Department to schedule the inspection.

(7) After scheduling the Fire Inspection, the applicant will need to contact the Health Inspector with the day and time of the inspection. Depending upon availability, the health inspection will be done at the same time. If the Health Inspector is not available at the same time, the health inspection will be done on the day of the event.

Please Note: If the vendor already has a Temporary Event Food Vendor Permit or Mobile Fire Suppression Permit for the current calendar year, the vendor will not need to submit a new application. If the vendor is unsure whether or not they have a valid Temporary Event Food Permit or Mobile Fire Suppression Permit for the current calendar year, the vendor can contact the Health Inspector. The Celina Fire Department requires that fire inspections be completed by 5 PM on the Wednesday prior to the event unless other arrangements are made. Health Permits will not be issued until the fire inspection has been completed, or at least scheduled.

Please do not submit Health or Fire Permit Applications until contacted by the Health Department. All food vendors, including artisan/retail vendors selling pre-made or pre-packaged food items, must have a current City of Celina TEFV permit. All food items being served must be prepared completely on-site or at a licensed and inspected facility. Proof of agreement with a licensed and inspected facility will be required, if applicable, with the exception of food items that fall under Texas Cottage Food Laws.

NO FOOD ITEMS PREPARED IN A HOME KITCHEN ARE PERMITTED.

Celina follows the rules of the Texas Cottage Food Laws, and generally, Cottage Vendors do not require a TEFC Permit. However, if a Cottage Vendor will have a "live sampling" at the event, a TEFV permit will be required. If an applicant has any questions or needs more information, please contact the Celina Health Inspector.

If cooking with gas, oil, or open flame, vendors must also schedule an inspection to receive a Mobile Fire Supression Permit. Both permit applications can be submitted through the City of Celina website. It's important to remember that Temporary Event Food Vendor Permit or Mobile Fire Suppression Permits are vaild through the end of the calendar year.

Vendors will be responsible for their own cash box and receipts. Vendors must apply for the Texas State Sales Tax ID# and to report their earnings as being sold in Celina, Texas. The State Sales Tax Rate is 8.25%. For more information on applying and filing, please Texas Comptroller's Sales & Use Tax at (800) 252-5555.



FIREWORKS & PYROTECHNICS

Life Connected.

Safety is the biggest priority when holding an event in the City of Celina. The City along with the Celina Fire and Police Departments take the safety of our event attendees seriously. While fireworks/pyrotechnics are a crowd-pleasing event, it can also be an extremely dangerous spectacle. That's why event organizers work closely with the Celina Fire Department to take every precaution to prevent an unsafe situation from occurring during the event.

The applicant is required to inform the City of Celina whether he/she plans on having a fireworks/pyrotechnics display as part of its Special Event Permit Application in accordance with the City of Celina Code of Ordinance **§1.12.042**. If an applicant does plan on having a fireworks/pyrotechnics display, the applicant will be required to contract an insured and licensed professional vendor who will need to apply for a Fireworks/Pyrotechnics Permit from the Celina Fire Marshal's Office. In addition, the applicant will be required to pay for the inspection of the fireworks/pyrotechnics display as outlined in the City of Celina Master Free Chart that was approved by the Celina City Council.

Prior to the event, the applicant and/or fireworks/pyrotechnics vendor will work closely with the Celina Fire Marshal's Office to ensure that all rules and regulations for the display are followed and approved. The Celina Fire Marshal will make the determination on whether or not conditions are acceptable for the fireworks/pyrotechnics display prior to the event and/or at the event. If conditions are determined to be unsafe, the fireworks/pyrotechnics will not be allowed.

All fireworks/pyrotechnic storage, use, and/or display criteria for the Fireworks/Pyrotechnics Permit requirements of the Celina Fire Department shall conform to the 2021 International Fire Code, as adopted, and amended by the City of Celina, Texas State Fire Marshal's Office Rules and Regulations, and National Fire Protection Association (NFPA). These permit requirements do not replace nor supersede any codes and/or ordinances adopted by the City of Celina or determinations and positions of the Fire Department.

Applicants are encouraged to contact the Celina Fire Marshal's Office when planning to host a fireworks/pyrotechnics display at an event.



CANOPY TENTS & TEMPORARY STRUCTURES

Life Connected.

Canopy tents can be a great addition to any special event. Whether it's creating shade for a vendor on a sunny day or providing protection for attendees when it begins to rain, canopy tents can be versatile at an event. However, there are times when a permit to construct a canopy tent and/or temporary structure would be a requirement during an event.

The applicant is required to inform the City of Celina whether he/she plans on having a canopy tent and/or temporary structure as part of its Special Event Permit Application in accordance with the City of Celina Code of Ordinance **§1.12.042**. The applicant will be required to pay for the inspection of the canopy tent and/or temporary structure as outlined in the City of Celina Master Free Chart that was approved by the Celina City Council.

As outlined in the City of Celina Code of Ordinances **§1.12.087**, any special event that includes the use of a tent, canopy, or temporary structure shall meet the requirements in the fire code or other relevant safety codes adopted by the City of Celina. Fire lanes for emergency equipment must be provided and the site prepared in a manner so as not to be a fire hazard as determined by the Celina Fire Chief and/or Celina Fire Marshal's Office.

If the canopy tent is not greater than 400-square feet and enclosed on all side or not greater than 700-square feet and open on all sides, then a permit will not be required. These guidelines shall be followed when requesting the use of a temporary structure. A temporary structure shall be considered a tent, canopy, air-supported, air-inflated, or tensioned membrane structure.

All canopy tents and/or temporary structures for this guideline and any other guidelines or requirements of the Fire Department shall conform to the 2021 International Fire Code, as adopted, and amended by the City of Celina. These guidelines do not replace nor supersede any adopted codes and/or ordinances adopted by the City of Celina, or determinations and/or positions of the Celina Fire Chief or Celina Fire Marshal's Office.



DOWNTOWN SQUARE

Life Connected.

The historic Downtown Square serves as the heart and soul of the City of Celina, embodying its rich heritage and community spirit. This section of the Special Events Guidelines aims to preserve the integrity and charm of the area while facilitating City-sponsored events and limited third-party partnerships.

Each year, the City of Celina will organize and host various events on the Downtown Square to enrich the community engagment and celebrate local culture. Examples of City-sponsored include Celina Cajun Fest, Beware! of the Square, Christmas on the Square, Friday Night Markets, and Movie Nights on the Square to name a few. The City will partner with third-party event organizers to host events on the Downtown Square, including the Cinco de Mayo celebration, Chamber of Commerce Wine Crawl, and Oktoberfest.

Event organizers seeking to utilize the Downtown Square must enter into a partnership agreement with the City of Celina. The partnership agreements outline the terms, conditions, and responsibilities of both parties regarding the event, including but not limited to scheduling, set-up, clean-up, security, insurance, and financial arrangements. Third-party events that enter into a partnership agreement with the City must align with the historic and community-oriented nature of the Downtown Square and be approved by City Council after careful consideration of their impact of the area.

DOWNTOWN PAVILION WEDDING RENTALS

The City of Celina entered into an exclusivity agreement with Two29 on the Square and S&S Event Rentals that require all interested parties to book the Downtown Pavilion for a wedding through the approved license. The facility fee for the Downtown Pavilion is located in the City of Celina Master Fee Chart that was approved by City Council.



SPECIAL EVENTS GUIDELINES

Joe Monaco, Director of Marketing & Communications
May 14, 2024



BACKGROUND

Special Events Permit Process Overview:

- Yearly, The Marketing Department receives an average of 30 Special Events Permit Applications.
- Events include Races/Runs, Business Promotional Events, Car Shows, and more.

Application & Review Process:

- Applications were sent to Special Events Review Committee for approval.
- Applicants paid a $50 Application Fee.
- Concerns were raised about fees not covering City resource usage.

Development of Guidelines:

- The Marketing Department initiated guidelines creation in June 2023.
- The Guidelines were aimed to establish formal standards for approving Special Event requests.

BACKGROUND

City Council Engagement:

- July and September 2023: the Marketing Department met the City Council in Workshop Sessions.
- Discussed Special Event Permit Application Process, Event Tiers, Fees, and Public Safety requirements.

Approval and Implementation:

- November 2023: City Council approved Special Events Guidelines.
- The Special Events Guidelines went into effect beginning January 1, 2024.

AREAS OF DISCUSSION

- Timeline for a Tier 2 Event for Special Event Permit Application Submissions
- Special Event Pricing Breakdown
- Third-Party Downtown Events

EVENT TIER TIMELINES

TIER II (Meet two or more criteria)

- Medium, single-day event
- Road/Intersections Closure
- Anticipated attendance between 251 – 1,000
- Selling/serving alcohol for less than (4) hours
- Held in a City park or other public areas
- Presence required of Public Safety personnel
- Submission Timeline: No earlier than 6 months and no later than 90 days prior

STAFF RECOMMENDATION

- Staff is recommending moving the 6-month open submission timeline to 9 months.

FEE STRUCTURE FOR SPECIAL EVENTS

Non-Refundable Special Event Permit Application Fees:

- Based on the Tier classification of the event.
- Ensures commitment from applicants.

Applicants pay fees outlined in the City of Celina's Master Fees Chart:

- Covers costs associated with facility or park usage.
- Supports maintenance and upkeep of public spaces.

Fees cover services provided by Public Safety personnel:

- Police Department fees are processed through the Off-Duty Management platform.
- Fire Department fees are invoiced separately.
- Ensures adequate support and safety measures during events.

CITY BENCHMARKS

Based on the Scope of Third-Party Events:

- Evaluates the scale, complexity, and impact of events.
- Guides resource allocation and planning efforts.
- Ensures events align with their City goals and regulations.

CITIES:

- McKinney
- Plano
- Little Elm
- Coppell

Number of Third-Party Events:

- Tracks the frequency and volume of external events.
- Reflects community engagement and interest.
- Helps manage workload and resources effectively.

Quality of the Process for Third-Party Events:

- Assesses the efficiency, transparency, and fairness of event procedures.
- Measures satisfaction levels of applicants and stakeholders.
- Identifies areas for improvement and optimization in event management.

FEE COMPARISONS FOR SPECIAL EVENTS

CITY	APPLICATION FEE	FACILITY FEE	ADDITIONAL FEE
Celina	Tier 1: $100 Tier 2: $175 Tier 3: $250 Tier 4: $350	Old Celina Park: $1,100	
McKinney	$100 + $100 (N/R Deposit)	Pavilion Fee: $200	
Plano	Less than 2,500: $100 More than 2,501: $250	Oak Point Park: $1,000 Haggard Park: $750	Pavilion Fee: $200
Little Elm	$75	Park Fee: $100	Special Events Fee: $250 Use of Sidewalks: $100 Less than 250: $250 251 – 500: $500 More than 501: $1,000
Coppell	$250 (Special Events Review) $100 (Reservation Deposit)	Pavilion Fee: $200	1 – 99: $250 100 – 199: $350 More than 300: $450

FEE COMPARISONS FOR SPECIAL EVENTS

CITY	POLICE DEPARTMENT	FIRE DEPARTMENT
Celina	$65 per Officer $70 per Supervisor	$65 per EMS Personnel $70 per EMS Supervisor
McKinney	$60 per Officer $65 per Supervisor	$60 per EMS Personnel $60 per EMS Supervisor
Plano	$75 per Officer	$100 per EMS Personnel
Little Elm	$45 per Officer $50 per Supervisor	$50 per EMS Personnel $135 per hour for Fire Apparatus
Coppell	$50 per Officer + Overtime + Benefits	$75 per EMS Personnel + Overtime + Benefits

FEE COMPARISONS FOR SPECIAL EVENTS

CITY	PARKS DEPARTMENT	ADDITIONAL MUNICIPAL FEES
Celina	Included in Price	Site Restoration Fee Less than 250: $250 251 – 500: $400 More than 501: $600
McKinney*	N/A	5K Race: $500 10K Race: $1,000 Preferred 5K Race: $2,200
Plano	$35 per Parks Staff	Site Restoration Fee Less than 250: $2 per person 251 – 500: $500 501 - 1,000: $600
Little Elm*	$40 per Parks Staff $45 per Parks Supervisor	Parking Fee: $10 per car TCP Review: $300
Coppell+	$25 per Parks Staff + Overtime + Benefits	

* Rates change for Residents & Non-Residents
+ Only accepts races that benefit a Coppell-based 503c organizations

EXAMPLE OF A FOUR-HOUR RACE

Parameters:

- Non-Holiday Four-Hour Race at Park (include set-up and teardown)
- Applicant is a Resident of the City/Town
- Minimum two Police Officers and two EMS Personnel
- Crowd Size: 500
- Does not include Health + Fire Inspections

CITY	TOTAL PRICE
Little Elm	$3,445.00
Plano	$3,280.00
Coppell	$2,850.00
Celina	$2,715.00
McKinney	$1,860.00 / $3,560.00 (Preferred 5K Route)

STAFF RECOMMENDATION

Staff is recommending the current Fee Structure stay in place as it falls within the parameters of benchmark cities.

DOWNTOWN EVENTS

- Currently, only City-sponsored and partnered events utilize the Downtown Square.
- In 2024, 22 events are scheduled for the Downtown Square.

Closure Requirements:

- Six events necessitate a full closure.
- Fourteen events require a half-closure.
- Two events don't require any closure of the Downtown Square.

Scheduling & Notification:

- Events are officially scheduled before year-end.
- Provides ample notice to Downtown businesses.

Fee Structure:

- No fee associated with Downtown Square usage for non-City-sponsored events.
- Not listed in the City of Celina Master Fee Chart.

Usage Requests:

- Four event usage requests were received in 2024.
- Demonstrates community interest and engagement.

DOWNTOWN COMMISSION FEEDBACK

Limiting Number of Downtown Events:

- Proposal to restrict to 10-11 events annually.
- Aims to balance vibrancy with Downtown's functionality.

Business Owner Approval Requirement:

- Applicants must obtain written consent from all business owners.
- Ensures collaboration and support from the local business community.

Role of Downtown Commission:

- Downtown Commission to receive and approve third-party event applications in Downtown.
- Ensures events align with Downtown's vision and goals.

Liaison with Downtown Businesses:

- Downtown Commission acts as a liaison between event organizers and businesses.
- Ensures businesses' needs and concerns are addressed effectively.

EDC QUARTERLY BUSINESS FEEDBACK

Events Moving Away from Downtown:

- Concerns were raised about the relocation of events.
- Discussion on potential replacements to maintain downtown vitality.

Addressing Crowd Size Concerns:

- Evaluating strategies to accommodate growing event attendance.
- Ensuring safety and enjoyment for all attendees.

Impact on Old Celina Park Usage:

- Recognizing the potential impact on resident activities at Old Celina Park
- Exploring solutions to balance event scheduling with community needs.

Road Closure Scheduling:

- Reviewing road closure schedules for events.
- Minimizing inconvenience while maximizing event effectiveness.

STAFF RECOMMENDATIONS

Objective: Ensure the Downtown Square is reserved exclusively for City-sponsored and partnered events, ensuring effective event management, public safety, and minimal disruption to Downtown businesses.

RESERVATION PROCESS

- City Manager must approve City-sponsored or partnered events.
- Only City-sponsored and partnered events are permitted. Third-party events are not allowed.
- Upon approval, the Downtown Square is exclusively allocated for designated events during specific dates and times.
- Non-affiliated events during reserved periods are strictly prohibited.

PUBLIC ACCESS

- While reserved, efforts should minimize disruptions to public access and nearby businesses.
- Temporary road closures and detours may be implemented for pedestrian and motorist safety.

QUESTIONS

Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, APRIL 9, 2024
5:00 PM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the Regular Meeting of the Celina City Council to order at 5:00 p.m. on Tuesday, April 9, 2024, and announced a quorum was present.

Attendee Name	Organization	Title	Status
Ryan Tubbs	City of Celina	Mayor	Present
Philip Ferguson	City of Celina	Place 1	Present
Jay Pierce	City of Celina	Place 2	Absent
Andy Hopkins	City of Celina	Place 3	Present
Wendie Wigginton	City of Celina	Place 4	Present
Mindy Koehne	City of Celina	Place 5	Present
Brandon Grumbles	City of Celina	Place 6	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.)**

The Celina City Council convened into Executive Session at 5:03 p.m.

Texas Government Code Section 551.071 Consultation with Attorney:

A. Discussion regarding Shea Scott v. City of Celina - Cause No. DC-20-18195

B. Executive session procedures for Boards and Commissions

C. Discussion regarding a Development Agreement with Founders Classical Academy

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

D. Discussion regarding Project Trails

E. Discussion regarding Project Rails

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

F. Discussion of utilization of offsite parking lots related to government center construction

G. Eminent Domain proceedings on behalf of the city to acquire the Rights Of Way and Easements for the Coit Road (from Vest Lane to Choate) project

H. Discussion regarding 9295 Prairie Meadow Lane

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

The Celina City Council reconvened into Open Session at 6:03 p.m.

Mayor Tubbs removed himself from the dais.

I. Consider and act on Resolution No. 2024-17R authorizing the Celina Economic Development Corporation (CEDC) to execute a Performance Agreement with The Twisted Trails, LLC. (Satarino)

Upon a motion by Councilmember Hopkins and a second by Councilmember Koehne, the Council voted five (5) for and none (0) opposed to approve Resolution No. 2024-17R. The motion carried.

RESULT:	**Passed**
MOVER:	Councilmember, Place 3 Andy Hopkins
SECONDER:	Councilmember, Place 5 Mindy Koehne
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

RESOLUTION NO. 2024-17R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING A PERFORMANCE AGREEMENT BY AND BETWEEN THE CELINA ECONOMIC DEVELOPMENT CORPORATION (HEREINAFTER REFERRED TO AS THE "CEDC") AND THE TWISTED TRAIL, LLC, FOR AN AMOUNT NOT TO EXCEED $20,000.

J. Consider and act on Resolution No. 2024-18R of the City Council of the City of Celina, Texas finding that a Public Necessity exists and authorizing condemnation to acquire three Rights of Way totaling 6.8049 Acres, two temporary construction easements totaling 0.1435 Acres and five drainage easements totaling 0.2613 acres for municipal purposes to install a public project, including but not limited to, public roadways, grading, such appurtenant facilities as may be necessary, and other public uses, on two real properties as portions of tracts of land generally described as being located in the McKenzie Wilhite Survey, Abstract A1008, Property IDs # 2137874 and #2800632, Collin County, Texas, such properties are generally located on the northeast corner of S. Coit Road and Vest Lane and approximately 150 feet north Ownsby Parkway And S. Coit Road Intersection On The West Side, and being more particularly described herein; providing notice of an official determination to acquire real properties for Rights Of Way, Temporary Construction Easements and Drainage Easements, such appurtenant facilities as may be necessary, and other public uses; authorizing the City Manager to obtain the necessary appraisal reports and make bona fide offers of just compensation for the Rights Of Way and Easements; ratifying prior documents

made for acquisition of the Rights Of Way and Easements; authorizing legal counsel to institute Eminent Domain proceedings on behalf of the City for the acquisition of the Rights Of Way and Easements on said tracts if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date. (Brawner)

Mayor Tubbs returned to his seat at the dais.

Upon a motion by Councilmember Koehne and a second by Councilmember Wigginton, the Council voted five (5) for and none (0) opposed to approve Resolution No. 2024-18R. The motion carried.

RESULT:	**Passed by roll call vote [5 to 0]**
MOVER:	Councilmember, Place 5 Mindy Koehne
SECONDER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

RESOLUTION NO. 2024-18R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS FINDING THAT A PUBLIC NECESSITY EXISTS AND AUTHORIZING CONDEMNATION TO ACQUIRE THREE RIGHTS OF WAY TOTALING 6.8049 ACRES, TWO TEMPORARY CONSTRUCTION EASEMENTS TOTALING 0.1435 ACRES, AND FIVE DRAINAGE EASEMENTS TOTALING 0.2613 ACRES FOR MUNICIPAL PURPOSES TO INSTALL A PUBLIC PROJECT, INCLUDING BUT NOT LIMITED TO, PUBLIC ROADWAYS, GRADING, DRAINAGE, SUCH APPURTENANT FACILITIES AS MAY BE NECESSARY, AND OTHER PUBLIC USES, ON TWO REAL PROPERTIES AS PORTIONS OF TRACTS OF LAND GENERALLY DESCRIBED AS BEING LOCATED IN THE MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008, PROPERTY ID'S # 2137874 AND #2800632, COLLIN COUNTY, TEXAS, SUCH PROPERTIES ARE GENERALLY LOCATED ON THE NORTHEAST CORNER OF S. COIT ROAD AND VEST LANE AND APPROXIMATELY 150 FEET NORTH OF OWNSBY PARKWAY AND S. COIT ROAD INTERSECTION ON THE WEST SIDE, AND BEING MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTIES FOR RIGHTS OF WAY, TEMPORARY CONSTRUCTION EASEMENTS AND DRAINAGE EASEMENTS, SUCH APPURTENANT FACILITIES AS MAY BE NECESSARY, AND OTHER PUBLIC USES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO OBTAIN THE NECESSARY APPRAISAL REPORTS AND MAKE BONA FIDE OFFERS OF JUST COMPENSATION FOR THE RIGHTS OF WAY AND EASEMENTS; RATIFYING PRIOR DOCUMENTS MADE FOR ACQUISITION OF THE RIGHTS OF WAY AND EASEMENTS; AUTHORIZING LEGAL COUNSEL TO INSTITUTE EMINENT DOMAIN PROCEEDINGS ON BEHALF OF THE CITY FOR THE ACQUISITION OF THE RIGHTS OF WAY AND EASEMENTS ON SAID TRACTS IF NEGOTIATIONS ARE UNSUCCESSFUL; APPROPRIATING FUNDS FROM A LAWFUL SOURCE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

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

A. Recognition of the 2023 Employee Awards recipients

Shannon Gartner, Human Resources Manager, and Lola Isom, Human Resources Manager, both discussed the 2023 Employee Awards recipients.

B. Child Abuse Prevention Proclamation

Mayor Tubbs proclaimed April 2024 as National Child Abuse Prevention Month.

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Update on the Government Center schematic design (Brawner)

Kimberly Brawner, Assistant City Manager, provided and update on the Government Center schematic design.

B. Discussion regarding the 2024 Community Engagement Survey (Satarino)

Anthony Satarino, Director of Strategic Services, led a discussion regarding the 2024 Community Engagement Survey.

C. Discussion regarding potential amendments to City Charter. (Satarino)

Anthony Satarino, Director of Strategic Services, led a discussion regarding potential amendments to the City Charter.

D. Discussion regarding Council meeting cadence. (Satarino)

Anthony Satarino, Director of Strategic Services, led a discussion regarding the City Council's meeting cadence.

VI. OPEN FORUM:

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

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

Barbara and Dick Ivey spoke regarding the rezoning of 510 E Malone, Celina, Texas, 75033.
Barton Johnson spoke regarding the federal post office.

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.

Mayor Tubbs removed item E from the Consent Agenda for individual consideration.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted (5) for and none (0) against to approve all remaining 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:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

A. Minutes Approval:

1. February 9 and 10, 2024, City Council Retreat
2. March 7, 2024, Regular City Council Meeting
3. March 26, 2024, Special Called Meeting

B. Consider and act to authorize the City Manager to execute an agreement with Independent Financial for Bank Depository Services (RFA 2024-083). (Bromiley)

C. Consider and act to authorize a dark fiber lease from Zayo Group with the annual amount of $29,484.12 for a contract term of 3 years not to exceed $88,452.36. (Alexander)

D. Consider and act to approve a work authorization for design and construction management services of Phase 3 Dark Fiber extension between Police Headquarters and Public Works with

Capco Communications, for an amount not to exceed $133,017.75. (Gleason)

F. Consider and act to authorize a change order with RPMx for an amount not to exceed $54,552.42 to add a new storm line to serve the Crossing at Moore Farm development. (Oduro)

G. Consider and act on Resolution No. 2024-19R of the City Council of the City of Celina to authorize the removal of a section of FM 428 from TxDOT's jurisdiction of maintenance and control and add the same section to the City's jurisdiction. (Oduro)

H. Consider and act on Resolution No.2024-20R of the City Council of the City of Celina to authorize the execution of conveyance documents necessary to effectuate the acquisition of water easements and temporary construction easements for the Southeast Pump Station Waterlines project; and providing for an effective date. (Glasgow)

I. Consider and act on Resolution No. 2024-21R of the City Council of the City of Celina to authorize the execution of conveyance documents necessary to effectuate the acquisition of right-of-way, wastewater easements, and temporary construction easements for E GA Moore Parkway project from Preston Road to approximately 1,850 feet east of Coit Road; and providing for an effective date. (Glasgow)

J. Consider and act on Ordinance No. 2024-19 of the City Council of the City of Celina to amend 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)

XII. ITEM REMOVED FROM CONSENT FOR INDIVIDUAL CONSIDERATION:

E. Consider and act on an Amended and Restated Chapter 380 Economic Development and Performance Agreement between the City of Celina, Texas, Celina Economic Development Corporation, and Mudea Cafe, LLC; amending performance dates. (Satarino)

Upon a motion by Councilmember Hopkins and a second by Councilmember Wigginton, the Council voted five (5) for and none (0) opposed to approve the Amended and Restated Chapter 380 Agreement with Mudea Cafe, LLC. The motion carried.

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

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act on Ordinance No. 2024-11 (postponed from February) amending the Comprehensive Zoning Ordinance by amending approximately 30 acres of Planned Development (PD) No. 17 with the Dallas North Tollway Overlay District (DNTO) base zoning, and modified development standards; generally located east of Dallas Parkway and approximately 1,200 feet south of future Glendenning Parkway, within the City Limits. (Thomas Tract – PD Amendment) (Mohan)

Mayor Tubbs opened the public hearing at 7:41 p.m.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 7:42 p.m.

The applicant has withdrawn their application. The Council did not vote on this item.

B. Conduct a public hearing to consider and act on Ordinance No. 2024-20 amending the Comprehensive Zoning Ordinance, by rezoning approximately 42 acres to Community Facilities

District (CF); generally located north of Old Glendenning Road, and approximately 1,200 feet west of Coit Road, within the City Limits. (Bellevue Miller Tract (City of Celina & CISD) – Rezoning) (Mohan)

Mayor Tubbs opened the public hearing at 7:44 p.m.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 7:44 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Wigginton, the Council voted (5) for and none (0) opposed to approve Ordinance No. 2024-20. The motion carried.

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

ORDINANCE NO. 2024-20

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 42 ACRES LOCATED IN THE COLLIN COUNTY LAND SURVEY, ABSTRACT NO. 167, AND THE C. F. RICE SURVEY, ABSTRACT NO. 771, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF OLD GLENDENNING ROAD AND APPROXIMATELY 1,200 FEET WEST OF COIT ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE REZONED FROM SINGLE-FAMILY RESIDENTIAL, DETACHED DISTRICT (SF-R) TO COMMUNITY FACILITIES DISTRICT (CF); 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.

C. Conduct a public hearing to consider and act on a Development Agreement on approximately 14 acres, generally located north of County Road 58 and approximately 325 feet west of County Road 59, within the Extraterritorial Jurisdiction (ETJ). (Lifeway Church – Development Agreement) (Mohan)

Mayor Tubbs opened the public hearing at 7:48 p.m.

Craig Neidhart spoke in support of the Development Agreement.

With no one else wishing to speak, Mayor Tubbs closed the public hearing at 7:49 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted five (5) for and none (0) opposed to approve the Lifeway Church Development Agreement. The motion carried.

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

D. Conduct a public hearing to consider and act on Ordinance No. 2024-21 amending the City's Code of Ordinances, by amending Chapter 14: Zoning, Article 14.04: Site Development Standards, Part Two: Landscaping & Tree Preservation, to modify landscaping regulations. (Landscaping & Tree Preservation – Text Amendment) (McAfee)

Mayor Tubbs opened the public hearing at 7:57 p.m.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 7:57 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted five (5) for and none (0) opposed to approve Ordinance No. 2024-21. The motion carried.

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

ORDINANCE NO. 2024-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF CELINA, BEING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING ARTICLE 14.04 SITE DEVELOPMENT STANDARDS, PART TWO LANDSCAPING & TREE PRESERVATION; PROVIDING FINDINGS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION, ENGROSSMENT, AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

E. Conduct a public hearing to consider testimony and act on Ordinance No. 2024-22 accepting and approving a final Wells South Public Improvement District Amended and Restated Service and Assessment plan, including an updated Neighborhood Improvement Area #6 assessment roll and a final Neighborhood Improvement Area #7 assessment roll; making a finding of special benefit to property within Neighborhood Improvement Area #7 of the Wells South Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the Neighborhood Improvement Area #7 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended; providing penalties and interest on delinquent assessments; providing for severability; and providing an effective date. (Kearney)

Mayor Tubbs opened the public hearing at 8:03 p.m.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:03 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Ferguson, the Council voted five (5) for and none (0) against to approve Ordinance No. 2024-22. The motion carried.

RESULT:	**Passed**
MOVER:	Councilmember, Place 3 Andy Hopkins
SECONDER:	Councilmember, Place 1 Philip Ferguson
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

ORDINANCE NO. 2024-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING AN AMENDED AND RESTATED SERVICE AND

ASSESSMENT PLAN AND NEIGHBORHOOD IMPROVEMENT AREA #7 ASSESSMENT ROLL FOR THE WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN NEIGHBORHOOD IMPROVEMENT AREA #7 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN NEIGHBORHOOD IMPROVEMENT AREA #7 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE NEIGHBORHOOD IMPROVEMENT AREA #7 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.

IX. ACTION ITEM:

H. Consider and act on Ordinance No. 2024-23 of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Areas #6-7 Project); approving and authorizing related agreements; and providing an effective date. (Kearney)

Upon a motion by Councilmember Hopkins and a second by Councilmember Ferguson, the Council voted five (5) for and none (0) against to approve Ordinance No. 2024-23. The motion carried.

RESULT:	**Passed**
MOVER:	Councilmember, Place 3 Andy Hopkins
SECONDER:	Councilmember, Place 1 Philip Ferguson
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

ORDINANCE NO. 2024-23

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 (WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREAS #6-7 PROJECT); AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.

A. Consider and act on an amendment to the Development Agreement for Hubbard; generally located at the northwest corner of Preston Road and future G. A. Moore Parkway, within the Extraterritorial Jurisdiction (ETJ). (Hubbard – DA Amendment) (McAfee)

Upon a motion by Councilmember Hopkins and a second by Councilmember Wigginton, the Council voted five (5) for and none (0) against to table the item until the May 14, 2024, City Council meeting. The motion carried.

RESULT:	**Tabled - May 14, 2024**
MOVER:	Councilmember, Place 3 Andy Hopkins
SECONDER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

B. Consider and act to award RFP 2024-087 for Construction Management Services (CMAR) to Swinerton Builders for the Government Center pre-construction services in an amount not to exceed $75,009.00. (Brawner)

Upon a motion by Councilmember Hopkins and a second by Councilmember Koehne, the Council voted five (5) for and none (0) against to award RFP 2024-087 for Construction Management Services to Swinerton Builders. The motion carried.

RESULT:	**Passed**
MOVER:	Councilmember, Place 3 Andy Hopkins
SECONDER:	Councilmember, Place 5 Mindy Koehne
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

C. Consider and act to award bid 2024-099 for the Bothwell Boulevard Median Lighting project to Roadway Solutions, Inc. at the unit prices listed in the amount of $994,955.00 plus ten percent contingency in the amount of $99,495.50 for a total amount not to exceed $1,094,450.50. (Glasgow)

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted five (5) for and none (0) against to table the item until the May 14, 2024, City Council meeting. The motion carried.

RESULT:	**Table - May 14, 2024**
MOVER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
SECONDER:	Councilmember, Place 3 Andy Hopkins
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

D. Consider and act to award bid 2024-093 for the Downtown Street Improvement project (Arizona and Colorado) to J&L Construction, LLC in the amount of $3,122,350.40 plus fifteen percent contingency in the amount of $468,352.56 for a total amount not to exceed $3,590,702.96. (Glasgow)

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted five (5) for and none (0) against to award bid 2024-093 for the Downtown Street Improvement project to J&L Construction, LLC. The motion carried.

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

E. Consider and act to authorize the Mayor to execute an agreement with the Upper Trinity Regional Water District for the expansion of the Doe Branch Water Reclamation Facility (DBWRF) and construction of the wastewater pipeline extension from DBWRF to Fishtrap Road for $121,500,000. (Brawner)

Upon a motion by Councilmember Hopkins and a second by Councilmember Ferguson, the Council voted five (5) for and none (0) against to approve the authorization of the Mayor to execute an agreement with the Upper Trinity Regional Water District for the expansion of the Doe Branch Water Reclamation Facility. The motion carried.

RESULT:	**Passed**
MOVER:	Councilmember, Place 3 Andy Hopkins
SECONDER:	Councilmember, Place 1 Philip Ferguson
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	None

F. Consider and act upon removal and replacement of board and commission members in non-conformance with the attendance section of the Boards and Commissions Policy. (Satarino)

Upon a motion by Councilmember Wigginton and a second by Councilmember Koehne, the Council voted four (4) for and one (1) against to take no action and to direct Staff to bring the policy back at a later date. The motion carried.

RESULT:	**Passed**
MOVER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
SECONDER:	Councilmember, Place 5 Mindy Koehne
AYES:	Wendie Wigginton, Andy Hopkins, Mindy Koehne, Brandon Grumbles
NAYES:	Philip Ferguson

G. Consider and act on Resolution No. 2024-22R revising the Neighborhood Vision Book. (Neighborhood Vision Book Updates) (McAfee)

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted five (5) for and none (0) against to approve Resolution No. 2024-22R. The motion carried.

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

RESOLUTION NO. 2024-22R

A RESOLUTION OF THE CITY OF CELINA AUTHORIZING REVISIONS TO THE NEIGHBORHOOD VISION BOOK.

The Celina City Council reconvened into Executive Session at 9:03 p.m.

XI. EXECUTIVE SESSION: CONTINUED

The City Council reconvened into Open Session at 10:00 p.m.

X. ADJOURNMENT:

Mayor Tubbs adjourned the Regular Meeting of the Celina City Council at 10:01 p.m.

_____

Ryan Tubbs, Mayor

_____ _____

Lauren Vaughns, City Secretary **Date**

Life Connected.

Parks
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Cody Webb, Director of Parks & Recreation
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Cody Webb
Date:	May 14, 2024
Re:	2024-092 CMAR Services for Parks Administration Building

Action Requested:
Consider and act to award RFP 2024-092 for Construction Manager at Risk (CMAR) services to Crossland Construction for the Parks Administration Building and to authorize an initial pre-construction services fee not to exceed $5,000.00. (Webb)

Background Information:
On February 20th, 2024, the City received responses to RFP 2024-092 for a Construction Manager at Risk (CMAR) for the Parks Administration Building.

The project consists of constructing the remodeled Parks Admin Metal Building (15,000 square feet of old Bobcat Stadium Fieldhouse) and working with the architect to assist with building materials and construction templates to provide a cohesive budget. Construction will include minor civil site work, sidewalks, exterior lighting, landscaping, and irrigation for the adjacent park area and signage. Building construction will include new facade design and renovation of the building's exterior walls and interior walls per architect's approved plans, including additional building foundation and underground utilities, building plumbing, mechanical, electrical, and lighting, data / low voltage, audio visioal and access control installations to meet City Standards and 2021 IBC 2023 NEC and local codes. Construction also includes relocating fire suppression and alarms as needed to meet Codes.

Staff is requesting authorization to contract with Crossland Construction for CMAR Services. Crossland Construction will work with staff to manage and oversee the construction process for this project. Once the design is complete, staff will present the guaranteed maximum price (GMP) for Council consideration.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. 2024-092 CMAR Services for Parks Admin Building _ Partially Executed
2. Bid Tabulation by Line Item
3. Agenda Recap
4. Final Scoring

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

CITY OF CELINA

CONSTRUCTION MANAGER AT RISK AGREEMENT

This Agreement is made by and between the **City of Celina, Texas,** a home rule municipality (Owner), and **Crossland Construction Company Inc.** ("Contractor" or "Construction Manager") to provide construction services to the City of Celina, Texas. This Agreement is effective on **May 15th, 2024**, and unless earlier terminated pursuant to the provisions hereof, shall continue through the completion of the performance of the Work specified hereunder.

WHEREAS, Owner desires to obtain professional construction and construction manager services from the Contractor for the **CMAR Services for the Parks Administration Building** ("Project"); and

WHEREAS, Contractor is a construction firm selected to provide such services, based upon Contractor's municipal experience, references, and qualifications, and is willing to undertake the performance of such services for Owner in exchange for payment and fees as hereinafter specified.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Contract Documents, and subject to the terms and conditions hereinafter stated, Owner and Contractor do mutually agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The term "Contract Documents" shall include and consist of the following documents:

1. This Agreement;
2. The Standard General Conditions of the Construction Contract, EJCDC C-700, 2018 ed.;
3. Supplementary Conditions to EJCDC C-700, Standard General Conditions of the Construction Contract;
4. Any Addenda adopted and agreed to by Owner and Contractor applicable to the Project;
5. The Specifications contained in the Project Manual adopted and agreed to by Owner and Contractor applicable to the Project;
6. The Drawings adopted and agreed to by Owner and Contractor applicable to the Project;
7. Other documents that form part of the Contract Documents:
    a. Contractor's Qualification Statement;
    b. Advertisement for Bids;
    c. Instruction to Bidders;
    d. Bid form;
    e. Contractor's Response to RFP 2024-092; and
8. Other amendments and/or modifications to the above documents as are agreed upon by Contractor and Owner.

These Contract Documents are incorporated by reference into this Agreement as if set out herein in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above. In the case of inconsistency between the documents that is not resolved by the order in which they are listed above, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation. Should Drawings disagree in themselves or with Specifications and are not clarified by addendum, the

better quality or greater amount of Work or materials shall be estimated upon and, unless otherwise ordered by Architect in writing, shall be performed and furnished. Figures given on Drawings govern scale measurements, and large-scale details govern small scale drawings.

ARTICLE 2. EMPLOYMENT OF CONTRACTOR

A. Contractor will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the contractor/construction manager profession, both public and private, currently practicing in the North Texas area under similar conditions including, but not limited to, the exercise of reasonable, informed judgments and prompt, timely action. If Contractor is representing that it has special expertise in one or more areas to be utilized in this Agreement, then Contractor agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

B. The Contractor's and Owner's representatives on the Project(s) are listed as follows:

Contact Name & Address

1. Contractor's Representative:

Contact: Rocky Hussman
Address: 731 Industry Way, Prosper, Texas
Phone #: 4694087702
Email: rhussman@crossland.com

2. Owner's Representative:

Kimberly Brawner
142 N. Ohio | Celina, TX 75009
972-382-2686 x 1081
Contracts@celina-tx.gov

Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior written notice to the other party. Additionally, the roles and responsibilities of the following individuals shall not be materially changed during the project duration, provided that their employment with the Contractor continues, and any such proposed change in the following personnel must have prior written approval by the Owner:

Rocky Hussman Project Executive providing a minimum of 5 % time commitment to the Project(s).

Ross Wisdom Project Manager providing a minimum of 62 % time commitment to the Project(s).

TBD Project Superintendent providing a minimum of 100 % time commitment to the Project(s).

ARTICLE 3. SCOPE OF SERVICES

Contractor shall perform such services as necessary for the Project including but not limited to the tasks enumerated in the Contract Documents.

ARTICLE 4. CONTRACTOR'S LIABILITY

A. Acceptance of the Work by Owner shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their performance of the Work; nor shall such acceptance be deemed an assumption of responsibility by Owner for any defect in the performance of the Work by said Contractor, its employees, associates, agents or subcontractors.

B. If at any time during the term of this Agreement, Contractor shall fail to perform the Work in accordance with the provisions of this Agreement, or fail to diligently provide construction manager at risk construction services as specified in the Contract Documents, in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number of quality or quality of personnel to complete the Work or fail to perform any of its obligations under this Agreement, then Owner shall have the right, if Contractor shall not cure any such default after thirty (30) days' written notice thereof, to terminate this Agreement. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If, after exercising any such remedy due to Contractor's non-performance under this Agreement, the cost to Owner to complete the Work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess.

C. Owner may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to Owner. In the event of any breach by Contractor of any provision of this Agreement or in the event of any claim against Owner arising out of Contractor's performance under this Agreement, Owner shall have the right to retain out of any payment due or to become due to Contractor an amount determined by Owner to be sufficient to protect Owner from any and all loss, damage or expense therefrom, until the breach or claim has been satisfactorily remedied or adjusted by Contractor. Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work. Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under this Agreement. Amounts withheld under this Article shall be in addition to any retainage.

D. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services, if any, made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 5. CONFIDENTIAL INFORMATION

Contractor hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Contractor shall treat any such information received in full confidence and will not disclose or appropriate such confidential information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "confidential information" means all oral and written information concerning Owner, its affiliates and subsidiaries, and all oral and written information concerning Owner, or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies, or other documents, whether prepared by Contractor or others, which contain or otherwise reflect such information. The term "confidential information" shall not include such materials that are or become generally available to the public other than as a result of disclosure by Contractor, or are required to be disclosed by a governmental authority under applicable law.

ARTICLE 6. INDEMNITY

NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT DOCUMENTS TO THE CONTRARY:

A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ITS CITY COUNCIL, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES

OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS"). BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEY'S FEES AND COSTS OF COURT, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

B. IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY. CONTRACTOR SHALL RETAIN APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE TOWN SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONTRACTOR SHALL PAY THESE ATTORNEY'S FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY AND ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

C. THE OBLIGATIONS SET FORTH IN THIS ARTICLE SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

D. Contractor shall cause all contracts for subcontracted services to include a like indemnity that shall cover both the Owner and Contractor. Nothing herein shall limit the insurance requirements or applicability of same set forth in this Agreement and the Contract Documents.

E. The above indemnity is a business understanding between the parties and applies to all different theories of recovery, including breach of contract or warranty, tort including negligence, statutory liability or any other cause of action.

ARTICLE 7. TERMINATION OR SUSPENSION

A. If the Owner fails to make payments to the Contractor in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Contractor's option, cause for suspension of performance of Work under this Agreement. If the Contractor elects to suspend performance of the Work, the Contractor shall give ten (10) days' prior written notice to the Owner before suspending performance of the Work. In the event of a suspension of performance of the Work, the Contractor shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of performance of the Work. Before resuming Work, the Contractor shall be paid all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Contractor's Work.

B. If the Owner suspends the Project, the Contractor shall be compensated for Work performed satisfactorily prior to notice of such suspension. When the Project is resumed, the Contractor may be compensated for expenses incurred in the interruption and resumption of the Contractor's performance of the Work. The Contractor's fee for the remaining Work and the time schedules may be equitably adjusted. If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate this Agreement by giving not less than thirty (30) days' prior written notice.

C. Either party may terminate this Agreement upon not less than thirty (30) days' prior written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

D. The Owner may terminate this Agreement upon not less than thirty (30) days' prior written notice to the Contractor for the Owner's convenience and without cause. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination.

E. Notwithstanding any other provision in the Contract Documents to the contrary, it is agreed by the parties that: (1) if an order for relief is entered on behalf of Contractor pursuant to Title 11 of the United States Code, (2) if any other similar order is entered under any other debtor relief laws, (3) if Contractor makes a general assignment for the benefit of its creditors, (4) if a receiver is appointed for the benefit of Contractor's creditors, or (5) if a receiver is appointed on account of Contractor's insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any of the above-listed events, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate this Agreement. In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against the Contract Price.

ARTICLE 8. CLAIMS AND DISPUTES

A. The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other party arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution set forth in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Article. To the extent damages are covered by property insurance, the Owner and Contractor waive all rights against each other and against the contractors, employees, agents, and subcontractors of the other party for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Contract Documents. The Owner or the Contractor, as appropriate, shall require of the contractors, employees, agents, and subcontractors of any of them similar waivers in favor of the other parties enumerated herein.

B. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. The Owner and Contractor shall endeavor to resolve claims, disputes, and other matters in question between them first, informally and, second, by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by Agreement of the parties or court order. The parties shall have fifteen (15) days after receipt of a request for mediation to agree on a mediator. If the parties are unable to agree on a mediator within fifteen (15) days, each party shall have an additional five (5) days to designate a mediator. The two mediators so designated shall then designate a third unbiased mediator who shall be the mediator to conduct the mediation. The decision of the mediator shall be nonbinding. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. If the parties do not resolve a claim, dispute or other matter in question through mediation pursuant to this Article, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 9. INSURANCE AND BONDS

A. The Contractor shall, at its own expense, procure, pay for, and maintain during the term of this Agreement insurance as listed in Exhibit 1. The Contractor shall furnish to the Owner certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, and expiration dates in compliance with all applicable requirements as listed in Exhibit 1.

ARTICLE 10. MISCELLANEOUS

A. Choice of Law

This Agreement shall be governed by the law of the State of Texas, and venue for any dispute shall be in any court of competent jurisdiction in Collin County, Texas.

B. Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, the parties seek to reasonably negotiate a new provision to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

C. Notice

Except as otherwise provided in this Agreement or the Contract Documents, all notices and other communications required or permitted to be given under this Agreement, shall be in writing, addressed to the parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by certified mail, postage prepaid, return receipt requested. The addresses of each party are as follows:

If to the Owner: City of Celina
Attn: Contracts
142 N. Ohio
Celina, TX 75009

If to Contractor: Crossland Construc

833 S. East Ave PC

Columbus, KS

Each party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other party. Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted, at the last address specified and the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. The parties acknowledge and agree to provide to the other party within seventy-two (72) hours of transmission such notice documents bearing the original signatures.

D. Unsatisfactory Work

Nothing contained in this Agreement shall require Owner to pay for any work that is unsatisfactory as determined by Owner or which is not submitted in compliance with the terms of this Agreement, nor shall such failure to withhold payment pursuant to the provisions of this Section constitute a waiver of any right, at law or in equity, which Owner may have if Contractor is in default, including the right to bring legal action for damages or for a specific performance of this Agreement.

E. Retainage

As is set forth in the Contract Documents, retainage shall be withheld and may be paid to: (a) ensure proper completion of the Work, and the Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective Work; (b) ensure timely completion of the Work, and the Owner may use retained funds to pay liquidated damages; and (c) provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents. Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as

part of the final payment. This Subsection E shall comply with and shall be construed in accordance with S.B. 692 enacted by the 87th Texas Legislature in 2021.

F. No Respondeat Superior

Contractor will have exclusive control of and the exclusive right to control the details of the Work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, and the doctrine of *respondeat superior* shall not apply as between Owner and Contractor, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor.

G. Conflict of Interest

Contractor covenants and agrees that Contractor and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by Contractor pursuant to this Agreement will be conducted by employees, associates or subcontractors of Contractor.

H. Non-Waiver

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same shall be and remain in full force and effect.

I. Assignment

The Owner and Contractor, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the prior written consent of the other party.

J. No Third-Party Beneficiary Created

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Contractor.

K. Signatures

The undersigned officers and/or agents of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary motions, resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties execute this Agreement below:

CITY OF CELINA, TEXAS	**CONTRACTOR.**
_____	Rocky Hussman Rocky Hussman (May 1, 2024 16:13 CDT)
Signature	Signature
_____	Rocky Hussman - VP Texas
Printed Name & Title	Printed Name & Title
Date: _____	Date: 05/01/24

Signature:

Email: rquigley@celina-tx.gov

Bid 2024-092 CMAR for Parks Admin Building Opened 2-20-24 at 10:00 AM					Crossland Construction Company, Inc		Hill & Wilkinson General Contractors		Tegrity Contractors		CGC General Contractors, Inc.		Talley Riggins Construction Group		Rudick Construction Group		Authers Building Group	
Line #	**Description**	**QTY**	**UOM**	**Estimated**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	Pre-Construction Fee	1	EA		$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,777.00	$5,777.00	$9,900.00	$9,900.00	$10,000.00	$10,000.00	$15,000.00	$15,000.00	$35,000.00	$35,000.00
2	Construction Services Fee	1	Percentage		2.45%		6.95%		4.77%		9.25%		4.0%		8.5%		6.0%	

This summary reflects all submissions received. This document acknowledges receipt of the submission and does not acknowledge responsiveness or acceptance. The City will review and determine the responsiveness based on applicable laws, procurement policy and specifications. The City provides notification to the successful firm in writing and inspection of all submissions is available at that time.

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2024-092
SOLICITATION NAME: CMAR Services for Parks Admin Building
PROJECT #: B36

Bid Opening Date 2/20/2024 Bid Opening Time: 10:00 AM

Number of Invitations Sent/Vendors Notified: 542
Number of Submissions: 7
Number of Non-Responsive Bids: 0
Number of Responsive Bids: 7
Number of No Bids: 1

Review/Evaluation:

An initial review was completed by Purchasing to determine the responsiveness of each bidder. The responses were then sent to the department for further evaluation and scoring.

Coop/Sole Source:

N/A

Recommendation:
Upon completion of the review, the requesting department recommends the following.

Recommended Vendor(s): Crossland Construction
Contract Term: 12 Months

Submitted by:

Ryan Quigley May 8, 2024

Supplier Scoring Summary

2024-092 Addendum 2 - CMAR Services for Parks Administration Building

Vendor	Total Score	RANK	Overall Ability to Meet City's Objectives	Experience with Similar Facility Construction	Qualifications of project personnel	Experience with construction modification during design and construction	Financial Statements - PURCHASING	Cost - PURCHASING
	35		10.00	15.00	10.00	10.00	15.00	40.00
Authers Building Group	54.80	6	8.00	9.30	11.50	10.00	4.00	12.00
CGC General Contractors, Inc.	64.56	2	10.00	10.10	7.46	10.00	15.00	12.00
Crossland Construction Company	81.56	1	10.00	12.50	9.06	10.00	0.00	40.00
Hill & Wilkinson General Contr	70.47	3	10.00	12.60	6.87	10.00	10.00	21.00
Rudick Construction Group	53.08	7	10.00	9.60	6.48	10.00	8.00	9.00
Talley Riggins Construction Gr	64.50	5	9.00	10.50	6.00	10.00	8.00	21.00
Tegrity Contractors	69.71	4	9.00	10.30	4.41	10.00	12.00	24.00
	65.53							

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
Intiated by:	Linda Majeed
Date:	May 14, 2024
Re:	Southeast Pump Station Easement Acquisition Contract

Action Requested:
Consider and act to approve a work authorization with Specialty Land Services for Southwest Pump Station easement acquisition services for an amount not to exceed $186,000.00. (Glasgow)

Background Information:
On July 11, 2023, the City Council awarded a design contract to Freese and Nichols (FNI) for the design of the Southeast Pump Station and pipeline. Staff reviewed the 90% plan set from FNI which included the alignment, pipeline design, and determined the necessary proposed easements. On April 9, 2024, the City Council approved a resolution to authorize the execution of conveyance documents necessary to effectuate the acquisition of water easements and temporary construction easements. This contract will approve Specialty Land Services to begin acquiring the necessary easements for the Southeast Pump Station transmission and discharge lines project.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. W58 - SLS Task Order
2. Water Line Stripmap
3. SE Pump Station - Overall Map

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 executing the contract as presented.

WORK AUTHORIZATION

MAPS # _____ **MAPS DATE:** _____

Pursuant to and subject to the above referenced Master Agreement for Professional Services (MAPS), between the City of Celina, Texas (Owner') and Consultant listed below; Owner requests that Consultant perform, and Consultant agrees to perform, the work described below.

Consultant:	Specialty Land Services LLC		
Consultant Project #:			
Project Name:	SE Pump Station WL		
Purchase Order#		**Project #(s)**	W58

INVOICE SUBMITTAL

Billing Period:	
Invoice Mailing Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, 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 Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings / Plans are / are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
5. **Other:**

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **Easements, Appraisals, Title Reports,**
2. **Compensation:** **$186,000.00 – Cost breakdown attached as Exhibit A**
3. **Timeline:** **N/A**

ACCEPTANCE:

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

CITY OF CELINA	**CONSULTANT**
	Buddy Minett
	Signature
Dawn Berry, Purchasing Manager	Buddy Minett – President
Date	03/19/24 Date

Exhibit A
Easement Parcel List

Property ID	Property Owner	Legal Description	Billing Description	Fee
962587	The Bilinda Cox Matusek Special Trust	ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, BLK 1, TRACT 19, ACRES 100.0000	WL w TCE	$ 2,500.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
962596	The Bilinda Cox Matusek Special Trust	ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, BLK 1, TRACT 20, ACRES 5.8400	WL w TCE	$ 625.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
962612	Vera Lucile Jinks	ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, BLK 1, TRACT 22, ACRES 77.5166	WL w TCE	$ 2,500.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
18426	New Celina LLC	ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, BLK 2, TRACT 88, ACRES 49.9850	WL w TCE	$ 2,500.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
2509149	Edgewood Holdings, LLC	ABS A0132 B B B & C RY CO SURVEY, TRACT 36, 1.46 ACRES	WL w TCE	$ 2,500.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
2867962	Edgewood Holdings, LLC	ABS A0132 B B B & C RY CO SURVEY, TRACT 46, 64.405 ACRES	WL w TCE	$ 625.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
991261	Old Celina Ltd	ABS A0132 B B B & C RY CO SURVEY, TRACT 38, 142.396 ACRES	WL w TCE	$ 2,500.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00

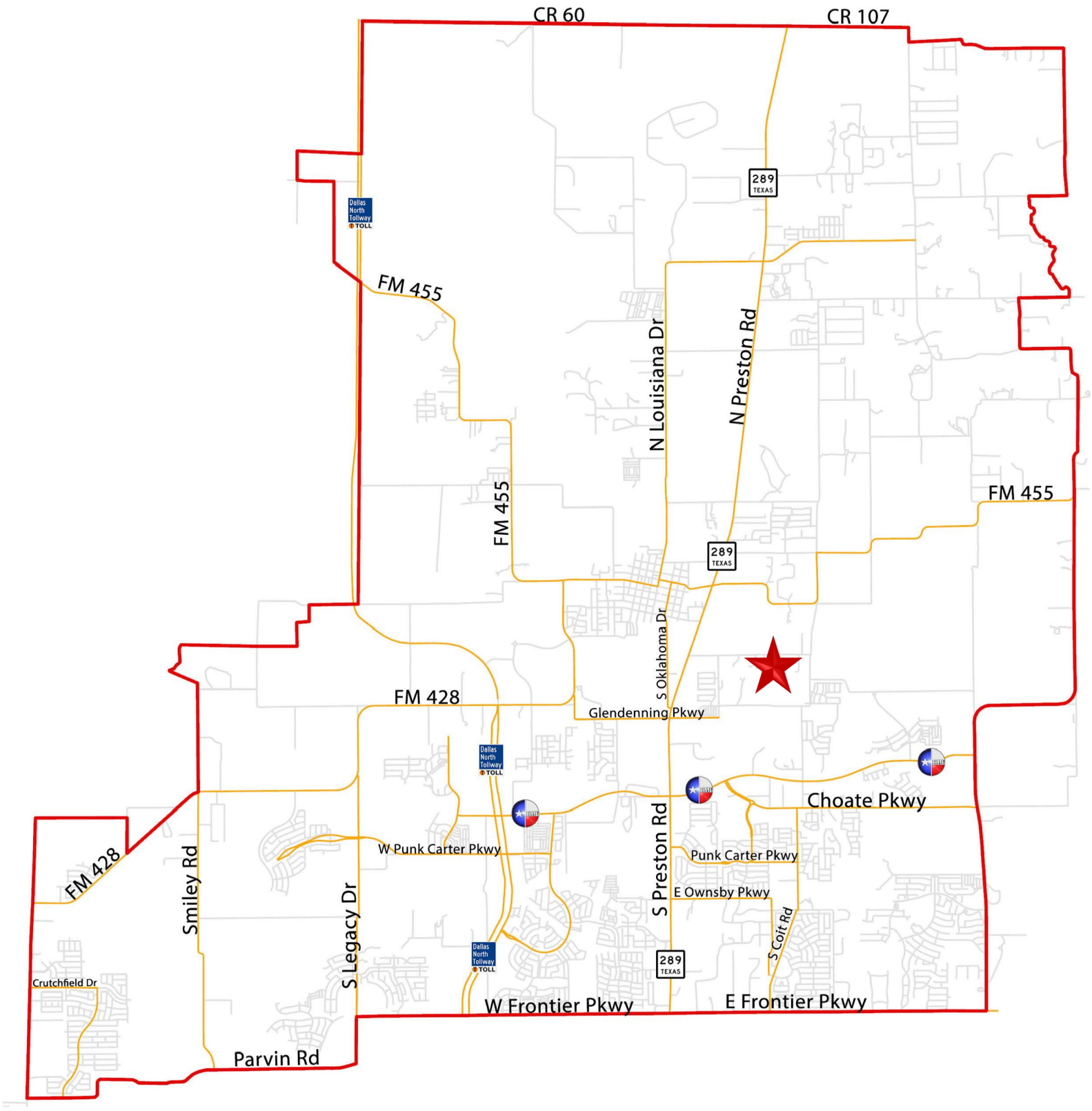
2509352	Old Celina Ltd	ABS A0132 B B B & C RY CO SURVEY, TRACT 20, .976 ACRES	WL w TCE	$ 625.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
991118	Charles Ray Huddleston	ABS A0132 B B B & C RY CO SURVEY, TRACT 5, 2.5 ACRES	WL w TCE	$ 2,500.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
2120505	Old Celina Ltd	ABS A0132 B B B & C RY CO SURVEY, TRACT 30, 14.0 ACRES	WL w TCE	$ 625.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
995999	Old Celina Ltd	ABS A0593 S MCCULLOUGH SURVEY, TRACT 3, 14.28 ACRES	WL w TCE	$ 625.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
996060	Jerry L Moore	ABS A0593 S MCCULLOUGH SURVEY, TRACT 9, 1.0 ACRES	WL w TCE	$ 2,500.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
2019368	Jerry L Moore	ABS A0593 S MCCULLOUGH SURVEY, TRACT 10, 3.0 ACRES	WL w TCE	$ 625.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
996042	Malik Saeed & Fayak Kamili	ABS A0593 S MCCULLOUGH SURVEY, TRACT 8, 1.0 ACRES	WL w TCE	$ 2,500.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
2656316	Jerry & Linda Moore	ABS A0593 S MCCULLOUGH SURVEY, TRACT 12, 1.5 ACRES	WL w TCE	$ 625.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
2148436	Jerry L Moore	ABS A0593 S MCCULLOUGH SURVEY, TRACT 11, 3.689 ACRES	WL w TCE	$ 625.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00

996033	Old Celina Ltd	ABS A0593 S MCCULLOUGH SURVEY, TRACT 7, 16.141 ACRES	WL w TCE	$ 625.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
995971	Old Celina Ltd	ABS A0593 S MCCULLOUGH SURVEY, TRACT 1, 50.815 ACRES	WL w TCE	$ 625.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
2862994	G-Man Development LLC	ABS A0593 S MCCULLOUGH SURVEY, TRACT 13, 6.316 ACRES	WL w TCE	$ 2,500.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
2862998	G-Man Development LLC	ABS A0593 S MCCULLOUGH SURVEY, TRACT 15, 27.107 ACRES	WL w TCE	$ 625.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
996024	Old Celina Ltd	ABS A0593 S MCCULLOUGH SURVEY, TRACT 6, 2.643 ACRES	WL w TCE	$ 625.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
1013637	Old Celina Ltd	ABS A0988 GEORGE WILEY SURVEY, TRACT 2, .15 ACRES	WL w TCE	$ 625.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
1013646	Old Celina Ltd	ABS A0988 GEORGE WILEY SURVEY, TRACT 3, 11.3285 ACRES	WL w TCE	$ 625.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
2863002	G-Man Development, LLC	ABS A0988 GEORGE WILEY SURVEY, TRACT 44, 50.77 ACRES	WL w TCE	$ 625.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
2704110	King Place, LLC	ABS A0988 GEORGE WILEY SURVEY, TRACT 1, 62.6890 ACRES	WL w TCE	$ 2,500.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00

991868	Texas Republic Realty, LTD	ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 2, TRACT 22, 219.0732 ACRES	WL w TCE	$ 2,500.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
2734219	Legacy North Celina, LP	ABS A0168 COLLIN COUNTY SCHOOL LAND #16 SURVEY, SHEET 2, TRACT 23, 621.971 ACRES; (SPLIT BY COUNTY LINE 206.351 AC IN CC)	WL w TCE	$ 2,500.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
2862956	Celina Independent School District; Attn: Superintendent	ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, SHEET 1, TRACT 124, 5.716 ACRES	WL w TCE	$ 2,500.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
2736081	Celina Independent School District; Attn: Superintendent	ABS A0771 C P RICE SURVEY, TRACT 10, 15.059 ACRES	WL w TCE	$ 625.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
2841668	Vptm Cross Creek Lb LLC C/O Varde Partners LLC	ABS A0771 C P RICE SURVEY, TRACT 20, 37.695 ACRES	WL w TCE	$ 2,500.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
976411	Barbara J Zajaczkowski	D R HUNN ADDITION (GCN), BLK A, LOT 6	WL w TCE	$ 2,500.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
976402	Myrtle M Jackson & Efram Wayne Jackson	D R HUNN ADDITION (GCN), BLK A, LOT 5	WL w TCE	$ 2,500.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
976395	John Edward Jr & Rebecca Sue Long	D R HUNN ADDITION (GCN), BLK A, LOT 4	WL w TCE	$ 2,500.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
2715058	Christopher Lee & Amy Kathleen Skaggs	D R HUNN ADDITION (GCN), BLK A, LOT 3	WL w TCE	$ 2,500.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00

2619116	Rick L & Penny Fay Skaggs	D R HUNN ADDITION (GCN), BLK A, LOT 2	WL w TCE	$ 2,500.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
976386	George & Kristina D Kendrick	D R HUNN ADDITION (GCN), BLK A, LOT 1	WL w TCE	$ 2,500.00
			Appraisal	$ 3,000.00
			Title Report	$ 500.00
			Total	**$ 186,000.00**




CR 60
CR 107
289
TEXAS
Dallas North Tollway TOLL
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
TEXAS
S Oklahoma Dr
FM 428
Glendenning Pkwy
Dallas North Tollway TOLL
Choate Pkwy
W Punk Carter Pkwy
Punk Carter Pkwy
S Preston Rd
E Ownsby Pkwy
S Coit Rd
FM 428
Smiley Rd
S Legacy Dr
Dallas North Tollway TOLL
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd

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Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andy Glasgow
Date:	May 14, 2024
Re:	Roadway Impact Fee Update

Action Requested:
Consider and act to approve a work authorization for design services from Kimley Horn and Associates for Roadway Impact Fee update in an amount not to exceed $200,000.00. (Glasgow)

Background Information:
Under Chapter 395 of the Texas Local Government Code, an impact fee is defined as "a charge assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development." On July 13, 2021, City Council approved a resolution to adopt new roadway impact fees. The state statute section 395.052 requires that local governments update the land use assumptions and capital improvement plan at least every five years. In addition to this requirement, the cost of infrastructure construction has increased drastically since the adoption of the current impact fees. This increase has prompted the need to analyze and revise the impact fees to align with current construction costs.

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

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. WA - Roadway Impact Fee Updates - Kimley Horn

Financial Consideration:
Funding is available through the roadway impact fees. Expenditure will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends authorization the work as presented.

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 KH	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 **Kimley Horn and Associates** (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:	Roadway Impact Fee Updates		
Task Order #		**Task Order Date:**	
Engineer:	Kimley Horn and Associates		
Purchase Order#:		**Project #:**	
Engineer Representative		**Owner Representative:**	

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

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

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA	**ENGINEER**
	L. Nathan Ante
Signature	Signature
	L. Nathan Ante, PE
Printed Name & Title	Printed Name & Title
	3/22/2024
Date	Date

EXHIBIT "A"
SERVICES TO BE PROVIDED BY KIMLEY-HORN

I. PROJECT DESCRIPTION

The goal of this project is to update the existing Roadway Impact Fee Study. This scope of services will provide the City with professional services required by Chapter 395 of the Texas Local Government Code to update the Land Use Assumptions, Capital Improvement Plan for Impact Fees, and the maximum transportation impact fee that may be assessed. Kimley-Horn will also make minor updates to the City's Master Thoroughfare Plan to support the adoption of an updated Roadway Impact Fee. Kimley-Horn will also assist the City at various presentations required during the public hearing and adoption process.

II. TASK SUMMARY, BASIC SERVICES

This project is anticipated to include the following components:

1. Project Initiation, Education and Management
2. Minor Thoroughfare Plan Review
3. Roadway Impact Fee Elements
4. Plan Refinement and Adoption Process
5. Administration Tools and Implementation Support

1. Project Initiation, Education and Management

a. Project Kick-Off Meeting and Impact Fee 101. Kimley-Horn will meet with the City for a formal kick-off meeting for the Roadway Impact Fee project. During this meeting, the scope and City contacts will be determined for each task. Kimley-Horn will present Transportation Funding 101 to City staff during this meeting to lay the foundation for the project.

b. Project Team Status Meetings and Coordination. Kimley-Horn will participate reoccurring meetings with City staff. These meetings will be held on specific days and times as agreed by the City. A maximum of two (2) hours will be anticipated for each meeting. These may be either in-person calls or virtual calls. Kimley-Horn will prepare notes from each meeting. In is anticipated that a maximum of eight (8) coordination meetings will be held with a maximum of five (5) in person.

c. Project Status Reports and Invoicing. Kimley-Horn will prepare and submit monthly status reports regarding project schedule and critical tasks. Kimley-Horn will prepare monthly invoices.

d. Service Areas. Kimley-Horn will meet with the City to review and potentially revise the roadway impact fee service area boundaries. Kimley-Horn will develop up to two alternatives to be considered. Kimley-Horn anticipates approximately seven (7) service areas will be required for Roadway Impact Fees.

e. Project Education. Kimley-Horn will prepare for and attend the one (1) joint City Council and Capital Improvements Advisory Committee (CIAC) workshop to present fundamentals of Roadway Impact Fees.

2. **Minor Thoroughfare Plan Review**

a. Alignment Considerations. Kimley-Horn will analyze specific alignment alternatives at a conceptual level for the Thoroughfare Plan. Kimley-Horn will work with the City and use available contours, parcel data/right-of-way information, utilities, and flood plain data to aid in the recommendation of alignment. This task anticipates looking at the alignment of up to three Thoroughfare Plan roadways (new and existing). No roadway design or survey services are included in this scope of services**.**

b. Intersection Improvements. Kimley-Horn will identify intersection improvements to support the overall mobility of the City and evaluation opportunities to reduce conflicts between travel modes. These improvements include traffic signals, turn lanes, roundabouts, and innovative intersections. These improvements will be identified by a flowchart based on classification of the intersection roadways on the Major Thoroughfare Plan

c. Master Plan Review. Kimley-Horn will review the currently adopted roadway Master Thoroughfare Plan (MTP) to incorporate element from Task 2.1 and 2.2 and verify if other modifications are needed prior to formulating the Roadway Impact Fee Capital Improvement Plan. Further modifications will be provided with the recommendations from City staff. The adoption of an update Master Thoroughfare Plan is anticipated to be concurrent with the Roadway Impact Fee Study.

3. **Roadway Impact Fee Study**

a. Data Collection. Kimley-Horn will coordinate with the City to obtain the following data:
   i. City contacts – City shall provide the organization structure and contact information for the applicable City staff involved with the completion of the roadway capacity analysis and Roadway Impact Fee Capital Improvement Plans (CIP).
   ii. Thoroughfare Plan – Kimley-Horn will utilize the results of Task 2.
   iii. Traffic Counts – The City shall provide any available data (current and historical) for all roadway segments on the current Thoroughfare Plan. Kimley-Horn will obtain recently completed traffic counts for state highway facilities from TxDOT. If additional counts are necessary Kimley-Horn with request the count data from City staff or available data from the City.
   iv. Historical Project Costing Information – The City shall provide Kimley-Horn with available data on the actual City costs for previously completed arterial roadway improvement projects to assist in the development of planning level project costs for future projects and to include any project costs for previously completed projects with excess capacity available to serve future growth.
   v. Land Use Assumption – The City will provide land use information from the Water and Wastewater Master Plan.

b. Land Use. Chapter 395 states that impact fees may only be used to pay for items included in the Impact Fee Capital Improvements Plan and attributable to new service units projected over a period not to exceed ten (10) years. Based on guidance from the City regarding projected development patterns, Celina Comprehensive Plan, and the ongoing Water and Wastewater Master Plan, Kimley-Horn will develop the Ten-Year Land Use Assumptions for the 2025 – 2035 planning window by Service Area. Kimley-Horn will complete the demographic table for each service area.

c. Ten-Year Growth Projections and Capacity Analysis.
   i. Kimley-Horn will identify the service units for new development and the average trip length. Using the 11th Edition of the Institute of Transportation Engineer's (ITE) Trip Generation Manual, the ENGINEER will incorporate trip generation and pass-by trip rates.

ii. Kimley-Horn will perform an analysis of existing conditions. This will include a determination of roadway capacities, volumes, vehicle-miles of supply, vehicle-miles of demand, existing excess capacity, and existing deficiencies.
iii. Kimley-Horn will project traffic conditions for the ten-year planning period, the target year for the impact fee growth projections. This will include growth and new demand for each service area established in Task 1.4. Kimley-Horn will determine the capacity available for new growth.

d. Roadway Impact Fee Capital Improvements Plan. Kimley-Horn will assist the City to develop a Roadway Impact Fee Capital Improvements Plan which will include cost projections for anticipated projects to be included in the study. The Roadway Impact Fee Capital Improvements Plan will include existing oversized facilities and proposed facilities designed to serve future development. This Roadway Impact Fee Capital Improvement Plan will build on Task 2. The Roadway Impact Fee Capital Improvements Plan shall include a general description of the project and a project cost projection. Planning level cost projections for future projects will be prepared based on discussion with local roadway construction contractors, City staff, and previous experience with roadway construction costs. The City shall provide actual City cost information for previously completed projects with excess capacity and any cost contribution to County, State, Federal, or developer constructed projects. Due to the variety of unknowns associated with roadway project costs projections (ROW acquisition, utility relocations, etc.), the planning level project cost projections utilized in the roadway impact fee analysis should not be used for any future capital improvement planning within the City. Kimley-Horn will identify the portion of projected improvements required to serve existing demand and the portion of project improvements required to serve new development within the 10-year planning period.

e. Maximum Assessable Roadway Impact Fee Calculation. Using the newly developed ten-year growth projections, roadway impact fee capital improvements plan, and capacity available for new growth, Kimley-Horn will determine the cost of roadway improvements by service area, the maximum costs per service unit, and the resulting pre-credit maximum assessable roadway impact fees by service area. A financial analysis for the credit calculation will be performed as an optional service. If the financial analysis is not performed 50% of the pre-credit maximum assessable will be utilized to determine the maximum assessable roadway impact fee.

f. Documentation. The ENGINEER will provide both a draft and final Roadway Impact Fee Report. The report will include:
i. Land Use Assumptions;
ii. Roadway service areas;
iii. Roadway CIP;
iv. Narrative of the impact fee methodology;
v. Impact fee calculations;
vi. Land Use Vehicle-Mile Equivalency Table; and
vii. Supporting Exhibits.

4. **Adoption Process**

a. Comparison Data. Kimley-Horn will collect information on actual Impact Fees collected for up to six (6) benchmark cities for up to three (3) different land uses (likely residential, commercial, and industrial land uses). This information will be provided to the City in electronic (.xls) tabular format for use in the development of comparison tables.

b. Ordinance Support. Kimley-Horn will review the proposed Impact Fee Ordinance as prepared by the City Attorney. It is anticipated the City Attorney will require exhibits from the Roadway Impact Fee Report to be included in the ordinance.

Kimley-Horn will review the policies for roadway improvements in the City's ETJ.

c. Meetings. It is anticipated that the ENGINEER will prepare for and attend each of the following meetings (total of six):
   i. Two (2) CIAC meeting to present the Land Use Assumptions, CIP, and Maximum Assessable Impact Fees;
   ii. One (1) Council worksession;
   iii. Two (2) City Council public hearings to present the Impact Fee, including the Land Use Assumptions, Impact Fee CIP and Maximum Assessable Impact Fees; and
   iv. One (1) City Council meeting where it adopts the ordinance and establishes the actual Impact Fees.

5. **Administration Tools and Implementation Support**

a. Impact Fee Estimator. Kimley-Horn will create an Impact Fee estimator spreadsheet tool to assist in calculating a development's water, wastewater, and roadway impact fees based on the impact fee rates adopted in Task 4.

b. Implementation Support. Kimley-Horn will provide implementation support to assist City staff as a program is rolled out. This implementation support is based on 18 hours.

Deliverables:
- Major Thoroughfare Plan Map (Electronic)
- Priority Project Map
- Plan Elements Technical Memorandum – Process and Next Step
- Electronic (.pdf) copy of the Draft Roadway Impact Fee Report;
- Five (5) 8.5" x 11" hard copies of the Draft Roadway Impact Fee Report; and
- Five (5) 8" x 11" originals and one (1) electronic (.pdf) copy of the Final Roadway Impact Fee Report
- Electronic (.xls) Impact Fee Estimator Tool.

III. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

1. **Additional Services not included in the existing Scope of Services** – City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

   a. Evaluations outside the city limits.
   b. Additional meetings beyond those identified in the scope of services.
   c. Additional alignments or level of service analysis.
   d. Negotiation of easements or property acquisition.
   e. Services related to development of the CITY's project financing and/or budget.
   f. Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the City.
   g. Performance of miscellaneous and supplemental services related to the project as requested by the City.

- End of Scope of Services

EXHIBIT "B"
COMPENSATION

I.	Basic Services (Lump Sum)	
	Task 1. Project Initiation, Education, and Management	$35,000
	Task 2. Minor Thoroughfare Plan Review	$30,000
	Task 3. Roadway Impact Fee Elements	$70,000
	Task 3e. (Optional) Financial analysis	$25,000
	Task 4. Plan Refinement and Adoption Process	$25,000
	Taks 5. Administration Tools and Implementation Support	$15,000
	Basic Services Total (Lump Sum)	**$200,000**

EXHIBIT “C”
TIME / SCHDEULE

Timeline: Within 270 working days of execution of contract.

EXHIBIT “D”
DELIVERABLES

See **EXHIBIT “A”**.

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IT
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Amy Alexander, Director of Information Technology
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Alden Gleason
Date:	May 14, 2024
Re:	Purchase Digital Evidence Storage

Action Requested:
Consider and act to purchase digital evidence storage for the Celina Police Department Headquarters from Freeit Data Solutions, Inc. through a cooperative contract with Texas Department of Information Resources for an amount not to exceed $149,915.30. (Gleason)

Background Information:
Staff requests authorization to purchase digital evidence storage from Freeit Data Solutions, Inc. for the Police Headquarters for the Criminal Investigative Division (CID). This storage will be used to retain electronic evidence gathered over the course of criminal investigations. This purchase is critical to providing a secure centralized storage repository for digital evidence to be stored and processed. The purchase price includes 5 years of support and licensing. All items will be purchased through the following cooperative agreement.

· Texas Department of Information Resources
· Contract #: DIR-CPO-4795

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. 1380633021 Celina - 4Cohesity5y - 20240423

Financial Consideration:
Funding is available in the project budget for the Police Headquarters. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends approval.

Freeit™
DATA SOLUTIONS

Contract No: DIR-CPO-4795
TAX ID#: 27-2209002
Term: NET 30
FOB: Destination

City of Celina
Alden Gleason
142 N Ohio St
Celina, TX 75009
Ph: (469) 406-6398
agleason@celina-tx.gov

Quote Number: 1380633021
Quote Date: 4/23/2024
Expiration Date: 4/30/2024

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Leslie Spinks
(512) 818-9650 Leslie@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
Cohesity - 5yr Term				
Full Solution				
4	FLTR-C6025-10G-SFP-1	C6025-10G-SFP ONE (1) NODE BLOCK (HARDWARE ONLY)	$14,894.85	$59,579.40
8	FLTR-CBL-10G-SFP-005	CABLE, 10G, SFP+, TWINAX, 5M	$74.80	$598.40
210	SVC-ARCHIVE	COHESITY ARCHIVE SERVICE SUBSCRIPTION (1TB). S3 TARGET FOR COLD DATA STORAGE. SUBSCRIPTION PER BACKEND TB. **Subscription Period Duration:** 60 Months	$259.15	$54,421.50
Maintenance				
4	CS-P-C6025-10G-SFP-1	PREMIUM (24X7) SUPPORT FOR C6025-10G-SFP-1 **Support Period Duration:** 60 Months	$8,829.00	$35,316.00

List Total:	$247,070.00
DIR Discounted Total:	$243,146.00
Shipping and Tax not applicable:	$0.00
Additional Discount:	($93,230.70)
Grand Total:	$149,915.30

Customer Signature of Acceptance **Date** **PO#**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/DIR-CPO-4795 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

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Fire
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Mark Metdker, Fire Chief
CC:	Robert Ranc, City Manager
Intiated by:	Eric Everson
Date:	May 14, 2024
Re:	Casco- Firefighter Protective Gear Purchases FY24

Action Requested:
Consider and act to purchase bunker gear for the Fire Department from Casco through a cooperative contract with BuyBoard for an amount not to exceed the budgeted amount of $70,000.00. (Metdker)

Background Information:
The purchase of bunker gear will be used by Fire Department staff as required by fire protection guidelines. For Fiscal Year 2024 - 2025, staff has made previous purchases totaling $48,310.51 and need to acquire additional sets of bunker gear. The additional purchase for six sets of bunker gear will push the dollar threshold over $50,000.00, which requires Council authorization.

The City maintains an executed Interlocal Agreement for cooperative purchases with Casco. Chapter 271 of the Local Government Code authorizes cooperative purchases. The 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:
Contract has been previously reviewed and approved.

Supporting Documents:
1. BuyBoard 698-23

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 authorizing the purchase as presented.

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

February 11, 2024

Sent via email to: david@cascoindustries.com

David Stewart
Casco Industries, Inc.
607 W. 62nd Street
Shreveport LA 71106

Re: Public Safety and Firehouse Supplies and Equipment
BuyBoard Contract 698-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Public Safety and Firehouse Supplies and Equipment, Contract 698-23 effective 4/1/2023 through March 31, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through March 31, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

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Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Kimberly Brawner
Date:	May 14, 2024
Re:	Fire Station #2 Emergency Repairs, F09B

Action Requested:
Consider and act to authorize the City Manager to execute a contract with Crossland Construction for Fire Station #2 repairs in the amount of $88,593.00. (Glasgow)

Background Information:
On August 21, 2023, the City received responses to bid 2023-064 for repairs to the driveway at Fire Station 2. The project included the installation of a trench drain and partial paving grading of the existing driveway. This work was completed and has successfully resolved the water intrusion on the west side of the building. However, the north, east, and south wall of the building are still have water penetrating the building envelope. As a result, the city issued a repair order with Crossland to provide an immediate repair. Repairs include removal of existing sidewalks, fabricating new detached sidewalks, and repairing existing irrigation and plantings. The scope of services also includes redirecting roof drains and site drainage to remove water away from the building.

Legal Review:
N/A

Supporting Documents:
1. CFS2 Drainage Repairs Estimate

Financial Consideration:

Funding is available through the Drainage Fund. Expenditure will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

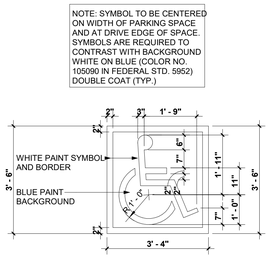
Staff Recommendation:
Staff recommends awarding the contract as presented.

Station 2 Drainage Repairs

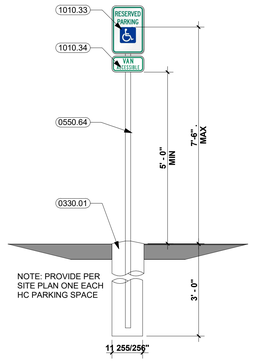
Project: Celina Fire Station No. 2 Drainage Repairs
Date: April 16th, 2024

CROSSLAND CONSTRUCTION COMPANY, INC.

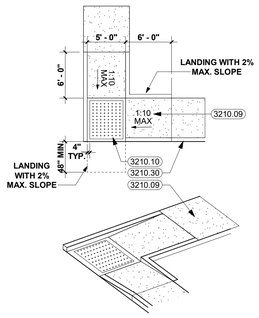
Estimate				
Item	Description			Amount
	02A DEMOLITION			
1	Saw Cut sidewalk & Curb North Elevation			
2	Saw Cut East sidewalk			
3	Saw Cut South Elevation Between Patio and Generator			
4	Remove and Haul Off			
		TOTAL	**$**	**15,820**
	31A EARTHWORK			
1	Cut Sidewalk Grade to Match Paving Elevation - North Elevation			
2	Add Fill to East Elevation to Raise Grade to create positive drainag away from building toward water to			
3	Adjust grade as necessary at east storefront entry to achieve positive drainage			
4	Adjust Grade as Necessary to Achieve Positive Drainage away from Building - South Elevation			
5	Grade Drainage Culvert between sidewalk and landscape area to collect drainage at South Elevation			
6	Excavate for Mow Strip at Patio			
7	Grade Drainage Culvert to South Headwall on West side of Site Paving (behind 7-11)			
		TOTAL	**$**	**18,389**
	32L LANDSCAPE & IRRIGATION			
1	Sod at Re-Graded Areas on East Elevation			
2	Sod at Drainage Swell - South Elevation			
3	Mulch - Disturbed Beds - South Elevation			
4	Mulch - Disturbed Tree Beds - East Elevation			
		TOTAL	**$**	**15,549**
	03A CAST-IN-PLACE CONCRETE			
1	Pour Back Sidewalk Panel & Curb at North Riser Room Door Entry			
2	Pour Back Paving and Sidewalk - North Elevation			
3	Pour Back Sidewalk and Flume at East Storefront Entry Door			
4	Pour Back Sidewalk - South Elevation			
5	Mow Strip at Patio and South Planter Bed			
		TOTAL	**$**	**26,489**
	22A PLUMBING			
1	Roof Drains Boots to Connect to Existing Downspouts - East Elevation			
2	6" HDPE to Connect to Roof Drains - East Elevation			
3	Area Drains South Elevation			
4	HDPE to Connect Area Drains to Extend East to Daylight on Backside of Berm - South Elevation			
		TOTAL	**$**	**12,346**
		TOTAL	**$**	**88,593**
	Clarifications & Assumptions			
1	Sales Tax Excluded			
2	No Irrigation Repair is assumed. Irrigation Controls to be turned off by City of Celina During Duration of			
3	No Additional Insurance or Bond Cost is included			
4	Working Hours to be M-F 7 am to 5 pm. OT work specifically excluded.			
5	Install of Sod in Drainage Culvert on West side of property is specifically excluded.			
6	Remaining Spoils not used are to remain onsite.			
7	Electrical Work is specifically excluded			
8	Plumbing License exluded for drainage work			
9	Work Proposed by Crossland Construction was not made by a Design Professional, and Professional Design is specifically excluded by Crossland Construction under this scope of work. Limits of this scope of work only include areas specifically noted by Crossland Construction in the exhibit attached with this proposal. Crossland Construction is not responsible for any issues or deficient work related to the building and/or site. By agreeing to the scope of work outlined in this proposal and exhibits, Crossland Construction does not take responsibility for any possible current or future deficiencies in work related to this scope and surrounding scopes of work. If additional deficient work is found during the course of this scope of work, Crossland Construction is not responsible for the cost of repairs for existing deficient work.			



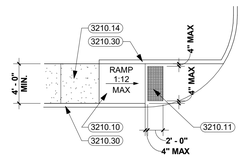
4 H.C. SYMBOL
1/2" = 1'-0"



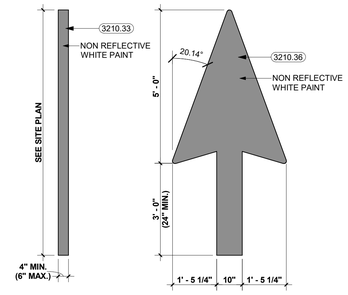
3 H.C. SIGN
1/2" = 1'-0"



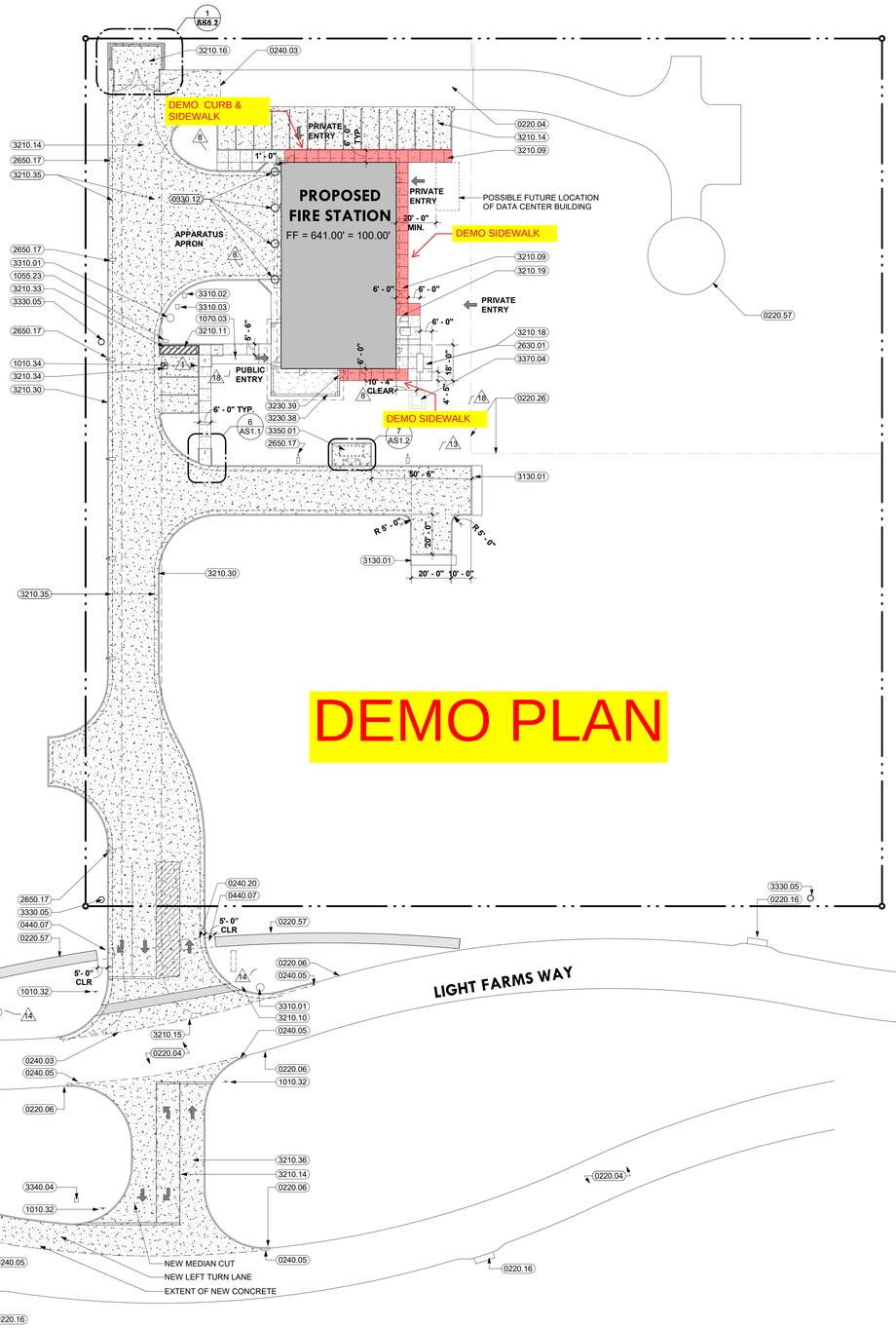
2 HC CURB RAMP
1/8" = 1'-0"



6 HC CURB RAMP (CORNER)
1/8" = 1'-0"



5 PAVEMENT MARKINGS
1/2" = 1'-0"



DEMO PLAN

PLAN NORTH
TRUE NORTH

1 ARCHITECTURAL SITE PLAN (STATION 2)
1" = 30'-0"

0 15' 30' 60'

KEYNOTES

0220.04	EXISTING CONCRETE PAVING
0220.06	EXISTING CONCRETE CURB
0220.16	EXISTING STORM WATER INLET
0220.26	EXISTING FENCE
0220.57	EXISTING WATER TOWER
0240.03	SAWCUT AND REMOVE EXISTING CONCRETE PAVING
0240.05	SAWCUT AND REMOVE EXISTING CONCRETE CURB. PATCH AND REPAIR PAVING AS REQUIRED
0240.20	REMOVE PORTION OF EXISTING WALL
0330.01	CONCRETE (RE: STRUCTURAL)
0330.12	CONCRETE BOLLARD
0440.07	STONE VENEER (@ STATION 2)
0550.64	2 3/8" DIAMETER HOT-DIPPED GALVANIZED STEEL SIGN POST
1010.32	POLE MOUNTED SIGNAGE - "STOP"
1010.33	POLE MOUNTED SIGNAGE - "H.C. PARKING ONLY" (RE: 3/AS1.1)
1010.34	POLE MOUNTED SIGNAGE - "VAN-ACCESSIBLE" (RE: 3/AS1.1)
1055.23	MAILBOX
1070.03	GROUND-SET FLAGPOLE
2630.01	EMERGENCY GENERATOR
2650.17	LIGHT POLE / FIXTURE ON CONCRETE BASE
3130.01	ROCK RIP-RAP (RE: CIVIL)
3210.09	4" CONCRETE SIDEWALK WITH #3'S AT 18" O.C.E.W.
3210.10	CONCRETE CURB RAMP PER CITY REQUIREMENTS
3210.11	ACCESSIBLE CONCRETE CURB RAMP WITH INTEGRAL COLOR CONCRETE AND TACTILE WARNING SURFACE
3210.14	CONCRETE PAVING (RE: CIVIL)
3210.15	CONCRETE APPROACH PER CITY REQUIREMENTS
3210.16	CONCRETE DUMPSTER PAD
3210.18	CONCRETE GENERATOR PAD
3210.19	CONCRETE TRANSFORMER PAD PER POWER COMPANY REQUIREMENTS
3210.30	6" CONCRETE CURB (WITH GUTTER AS REQUIRED) (RE: CIVIL)
3210.33	4" PAVEMENT MARKING (DIAGONAL STRIPING AT 2'-0" O.C. TYPICAL)
3210.34	H.C. PAVEMENT MARKING
3210.35	FIRE LANE STRIPING PER CITY REQUIREMENTS
3210.36	DIRECTIONAL PAVEMENT MARKING
3230.38	DECORATIVE METAL FENCE
3230.39	DECORATIVE METAL GATE
3310.01	FIRE HYDRANT (RE: CIVIL / PLUMBING)
3310.02	WATER METER
3310.03	IRRIGATION METER
3330.05	SANITARY SEWER MANHOLE / COVER (RE: CIVIL)
3340.04	AREA DRAIN INLET (RE: CIVIL)
3350.01	DIESEL FUELING STATION
3370.04	TRANSFORMER WITH CONCRETE PAD PER POWER COMPANY REQUIREMENTS

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3535 TRAVIS STREET
SUITE 250
DALLAS, TEXAS 75204
214.443.1888
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DATE JANUARY 31, 2019
DRAWN BY AG, TS
CHECKED BY SJH, GDV
BRW PROJECT NUMBER 218114.00

CITY OF CELINA
FIRE STATION NO. 2
1803 LIGHT FARMS WAY
CELINA, TEXAS 75009

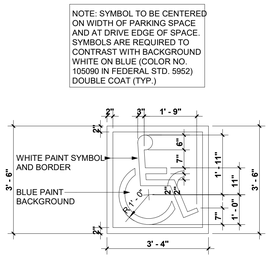
NO.	REVISION	DATE
1	Addendum #1	10/30/2018
5	PERMIT SET	01/31/2019
8	PR #3	02/05/2019
13	PR#4	06/03/2019
14	PR#5	07/17/2019
18	PR#9	09/30/2019

5

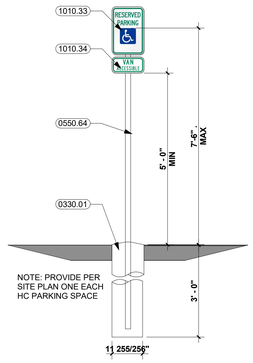
AS1.1
ARCHITECTURAL SITE PLAN

KEYNOTES

0220.04	EXISTING CONCRETE PAVING
0220.06	EXISTING CONCRETE CURB
0220.16	EXISTING STORM WATER INLET
0220.26	EXISTING FENCE
0220.57	EXISTING WATER TOWER
0240.03	SAWCUT AND REMOVE EXISTING CONCRETE PAVING
0240.05	SAWCUT AND REMOVE EXISTING CONCRETE CURB. PATCH AND REPAIR PAVING AS REQUIRED
0240.20	REMOVE PORTION OF EXISTING WALL
0330.01	CONCRETE (RE: STRUCTURAL)
0330.12	CONCRETE BOLLARD
0440.07	STONE VENEER (@ STATION 2)
0550.64	2 3/8" DIAMETER HOT-DIPPED GALVANIZED STEEL SIGN POST
1010.32	POLE MOUNTED SIGNAGE - "STOP"
1010.33	POLE MOUNTED SIGNAGE - "H.C. PARKING ONLY" (RE: 3/AS1.1)
1010.34	POLE MOUNTED SIGNAGE - "VAN-ACCESSIBLE" (RE: 3/AS1.1)
1055.23	MAILBOX
1070.03	GROUND-SET FLAGPOLE
2630.01	EMERGENCY GENERATOR
2650.17	LIGHT POLE / FIXTURE ON CONCRETE BASE
3130.01	ROCK RIP-RAP (RE: CIVIL)
3210.09	4" CONCRETE SIDEWALK WITH #3'S AT 18" O.C.E.W.
3210.10	CONCRETE CURB RAMP PER CITY REQUIREMENTS
3210.11	ACCESSIBLE CONCRETE CURB RAMP WITH INTEGRAL COLOR CONCRETE AND TACTILE WARNING SURFACE
3210.14	CONCRETE PAVING (RE: CIVIL)
3210.15	CONCRETE APPROACH PER CITY REQUIREMENTS
3210.16	CONCRETE DUMPSTER PAD
3210.18	CONCRETE GENERATOR PAD
3210.19	CONCRETE TRANSFORMER PAD PER POWER COMPANY REQUIREMENTS
3210.30	6" CONCRETE CURB (WITH GUTTER AS REQUIRED) (RE: CIVIL)
3210.33	4" PAVEMENT MARKING (DIAGONAL STRIPING AT 2'-0" O.C. TYPICAL)
3210.34	H.C. PAVEMENT MARKING
3210.35	FIRE LANE STRIPING PER CITY REQUIREMENTS
3210.36	DIRECTIONAL PAVEMENT MARKING
3230.38	DECORATIVE METAL FENCE
3230.39	DECORATIVE METAL GATE
3310.01	FIRE HYDRANT (RE: CIVIL / PLUMBING)
3310.02	WATER METER
3310.03	IRRIGATION METER
3330.05	SANITARY SEWER MANHOLE / COVER (RE: CIVIL)
3340.04	AREA DRAIN INLET (RE: CIVIL)
3350.01	DIESEL FUELING STATION
3370.04	TRANSFORMER WITH CONCRETE PAD PER POWER COMPANY REQUIREMENTS

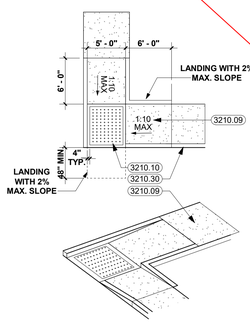


4 H.C. SYMBOL
1/2" = 1'-0"

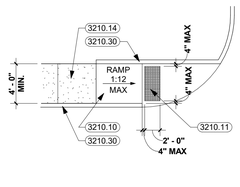


3 H.C. SIGN
1/2" = 1'-0"

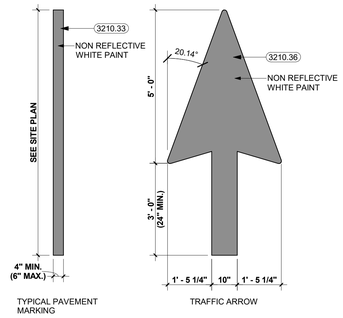
GRADE CULVERT TO SOUTH HEADWALL TO ACHIEVE POSITIVE DRAINAGE



2 HC CURB RAMP
1/8" = 1'-0"



6 HC CURB RAMP (CORNER)
1/8" = 1'-0"



5 PAVEMENT MARKINGS
1/2" = 1'-0"

GRADING PLAN

1 ARCHITECTURAL SITE PLAN (STATION 2)
1" = 30'-0"

PLAN NORTH
TRUE NORTH

0 15' 30' 60'

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SUITE 250
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DATE JANUARY 31, 2019
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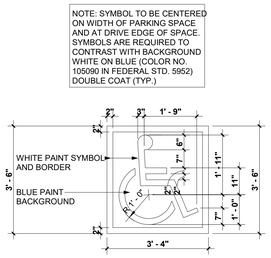
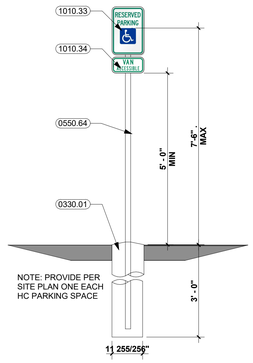
18	PR#9	09/30/2019

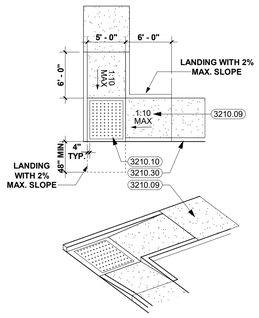
AS1.1
ARCHITECTURAL SITE PLAN



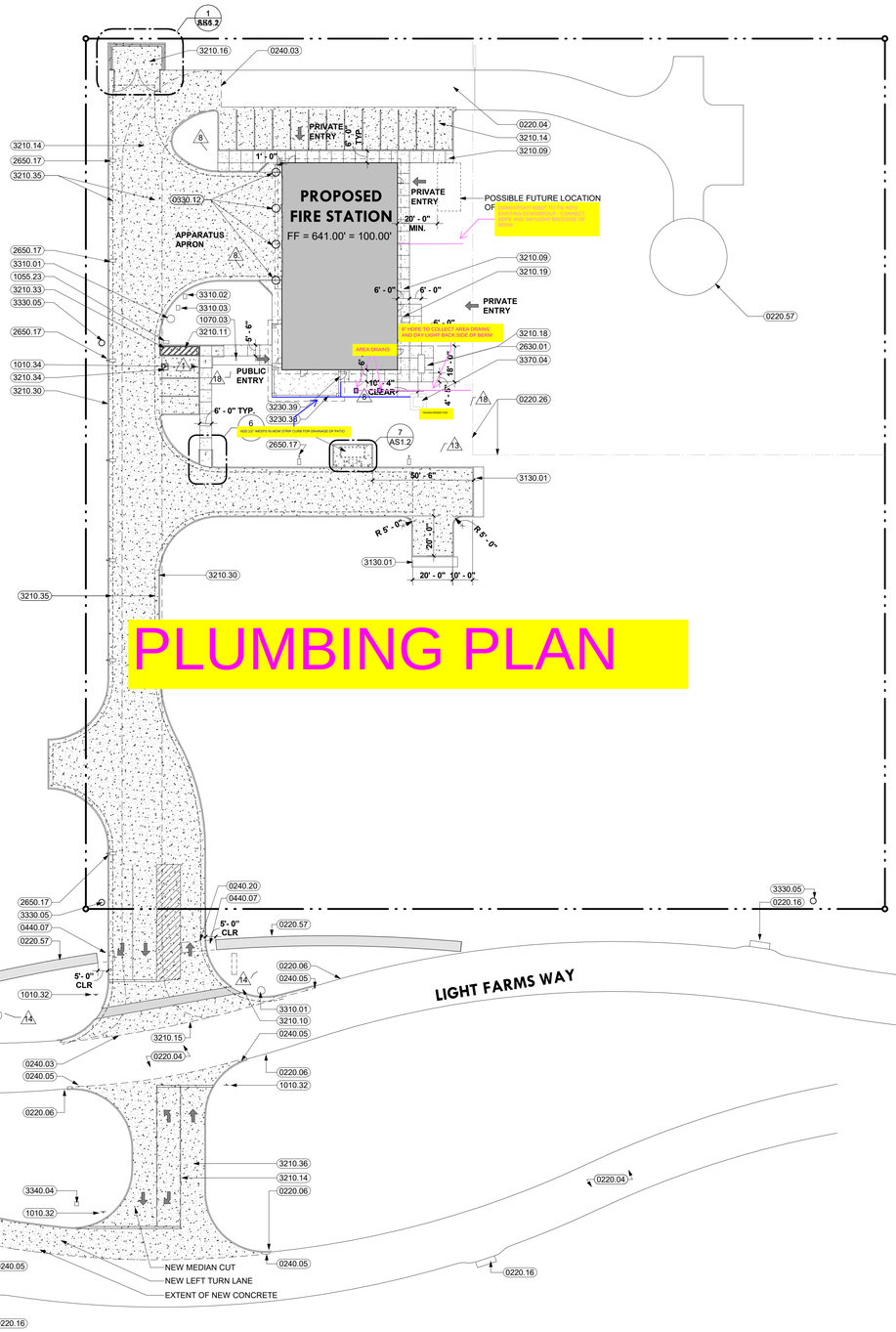
4 H.C. SYMBOL
1/2" = 1'-0"



3 H.C. SIGN
1/2" = 1'-0"



2 HC CURB RAMP
1/8" = 1'-0"



PLUMBING PLAN

1 ARCHITECTURAL SITE PLAN (STATION 2)
1" = 30'-0"

PLAN NORTH
TRUE NORTH

0 15' 30' 60'

6 HC CURB RAMP (CORNER)
1/8" = 1'-0"

5 PAVEMENT MARKINGS
1/2" = 1'-0"

KEYNOTES

0220.04	EXISTING CONCRETE PAVING
0220.06	EXISTING CONCRETE CURB
0220.16	EXISTING STORM WATER INLET
0220.26	EXISTING FENCE
0220.57	EXISTING WATER TOWER
0240.03	SAWCUT AND REMOVE EXISTING CONCRETE PAVING
0240.05	SAWCUT AND REMOVE EXISTING CONCRETE CURB. PATCH AND REPAIR PAVING AS REQUIRED
0240.20	REMOVE PORTION OF EXISTING WALL
0330.01	CONCRETE (RE: STRUCTURAL)
0330.12	CONCRETE BOLLARD
0440.07	STONE VENEER (@ STATION 2)
0550.64	2 3/8" DIAMETER HOT-DIPPED GALVANIZED STEEL SIGN POST
1010.32	POLE MOUNTED SIGNAGE - "STOP"
1010.33	POLE MOUNTED SIGNAGE - "H.C. PARKING ONLY" (RE: 3/AS1.1)
1010.34	POLE MOUNTED SIGNAGE - "VAN-ACCESSIBLE" (RE: 3/AS1.1)
1055.23	MAILBOX
1070.03	GROUND-SET FLAGPOLE
2630.01	EMERGENCY GENERATOR
2650.17	LIGHT POLE / FIXTURE ON CONCRETE BASE
3130.01	ROCK RIP-RAP (RE: CIVIL)
3210.09	4' CONCRETE SIDEWALK WITH #3'S AT 18" O.C.E.W.
3210.10	CONCRETE CURB RAMP PER CITY REQUIREMENTS
3210.11	ACCESSIBLE CONCRETE CURB RAMP WITH INTEGRAL COLOR CONCRETE AND TACTILE WARNING SURFACE
3210.14	CONCRETE PAVING (RE: CIVIL)
3210.15	CONCRETE APPROACH PER CITY REQUIREMENTS
3210.16	CONCRETE DUMPSTER PAD
3210.18	CONCRETE GENERATOR PAD
3210.19	CONCRETE TRANSFORMER PAD PER POWER COMPANY REQUIREMENTS
3210.30	6" CONCRETE CURB (WITH GUTTER AS REQUIRED) (RE: CIVIL)
3210.33	4" PAVEMENT MARKING (DIAGONAL STRIPING AT 2'-0" O.C. TYPICAL)
3210.34	H.C. PAVEMENT MARKING
3210.35	FIRE LANE STRIPING PER CITY REQUIREMENTS
3210.36	DIRECTIONAL PAVEMENT MARKING
3230.38	DECORATIVE METAL FENCE
3230.39	DECORATIVE METAL GATE
3310.01	FIRE HYDRANT (RE: CIVIL / PLUMBING)
3310.02	WATER METER
3310.03	IRRIGATION METER
3330.05	SANITARY SEWER MANHOLE / COVER (RE: CIVIL)
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3370.04	TRANSFORMER WITH CONCRETE PAD PER POWER COMPANY REQUIREMENTS

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SUITE 250
DALLAS, TEXAS 75204
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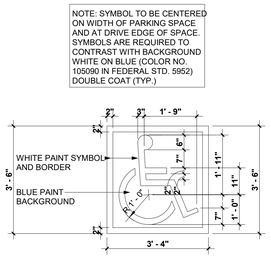
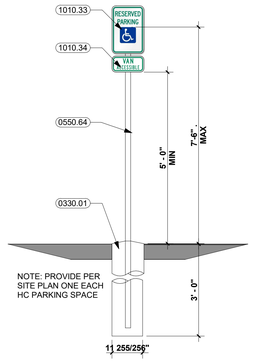
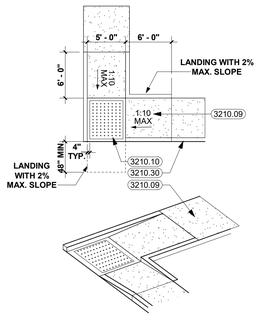
AS1.1
ARCHITECTURAL SITE PLAN



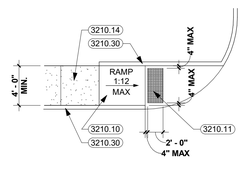
4 H.C. SYMBOL
1/2" = 1'-0"



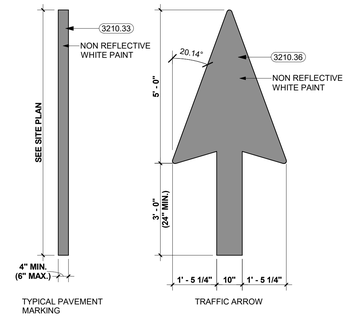
3 H.C. SIGN
1/2" = 1'-0"



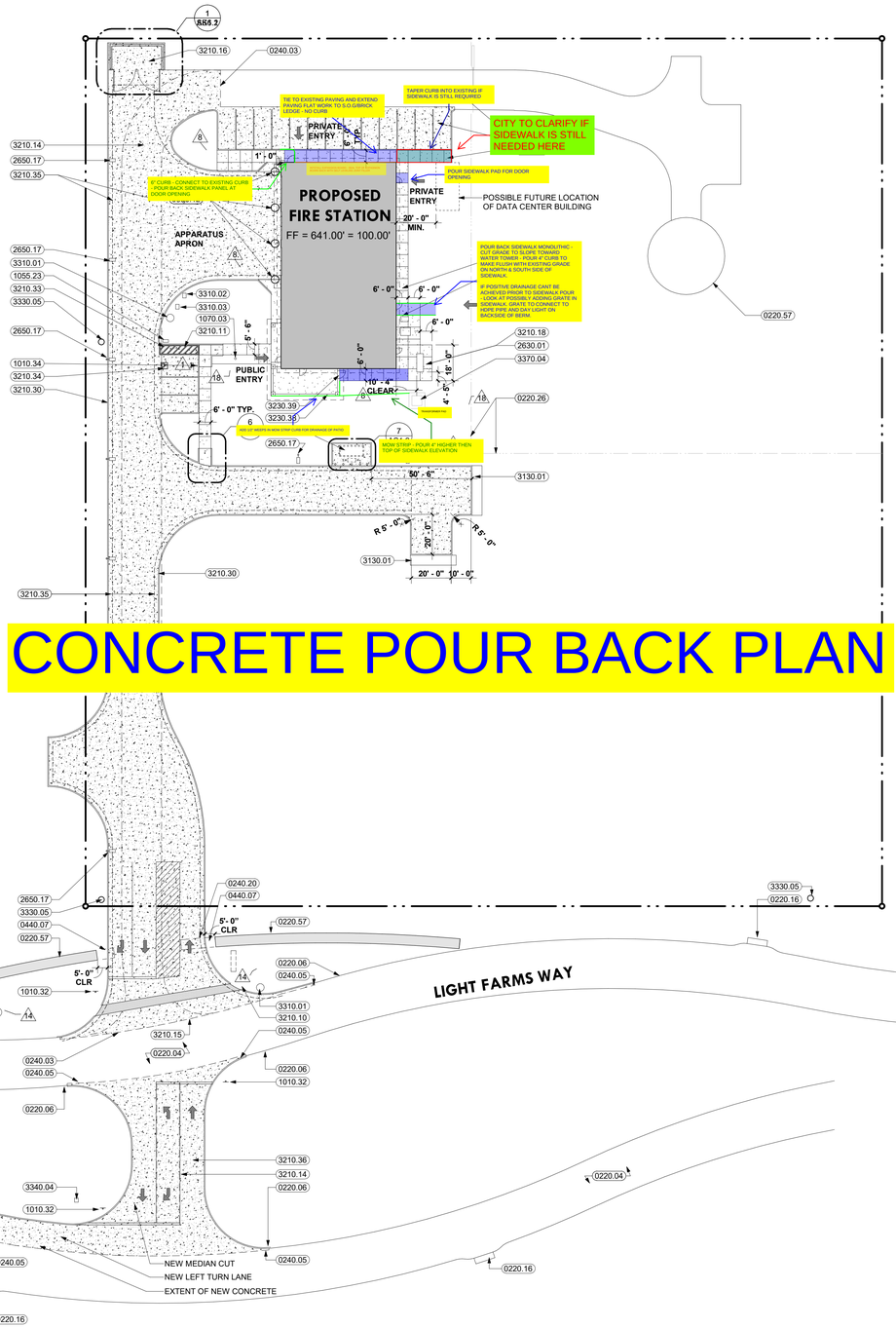
2 HC CURB RAMP
1/8" = 1'-0"



6 HC CURB RAMP (CORNER)
1/8" = 1'-0"



5 PAVEMENT MARKINGS
1/2" = 1'-0"



1 ARCHITECTURAL SITE PLAN (STATION 2)
1" = 30'-0"

PLAN NORTH
TRUE NORTH

0 15' 30' 60'

KEYNOTES

0220.04	EXISTING CONCRETE PAVING
0220.06	EXISTING CONCRETE CURB
0220.16	EXISTING STORM WATER INLET
0220.26	EXISTING FENCE
0220.57	EXISTING WATER TOWER
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0330.12	CONCRETE BOLLARD
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1010.33	POLE MOUNTED SIGNAGE - "H.C. PARKING ONLY" (RE: 3/AS1.1)
1010.34	POLE MOUNTED SIGNAGE - "VAN-ACCESSIBLE" (RE: 3/AS1.1)
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2630.01	EMERGENCY GENERATOR
2650.17	LIGHT POLE / FIXTURE ON CONCRETE BASE
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3210.09	4" CONCRETE SIDEWALK WITH #3'S AT 18" O.C.E.W.
3210.10	CONCRETE CURB RAMP PER CITY REQUIREMENTS
3210.11	ACCESSIBLE CONCRETE CURB RAMP WITH INTEGRAL COLOR CONCRETE AND TACTILE WARNING SURFACE
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3210.16	CONCRETE DUMPSTER PAD
3210.18	CONCRETE GENERATOR PAD
3210.19	CONCRETE TRANSFORMER PAD PER POWER COMPANY REQUIREMENTS
3210.30	6" CONCRETE CURB (WITH GUTTER AS REQUIRED) (RE: CIVIL)
3210.33	4" PAVEMENT MARKING (DIAGONAL STRIPING AT 2'-0" O.C. TYPICAL)
3210.34	H.C. PAVEMENT MARKING
3210.35	FIRE LANE STRIPING PER CITY REQUIREMENTS
3210.36	DIRECTIONAL PAVEMENT MARKING
3230.38	DECORATIVE METAL FENCE
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3310.02	WATER METER
3310.03	IRRIGATION METER
3330.05	SANITARY SEWER MANHOLE / COVER (RE: CIVIL)
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3350.01	DIESEL FUELING STATION
3370.04	TRANSFORMER WITH CONCRETE PAD PER POWER COMPANY REQUIREMENTS

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BROWN REYNOLDS WATFORD ARCHITECTS, INC.

DATE JANUARY 31, 2019
DRAWN BY AG, TS
CHECKED BY SJH, GDV
BRW PROJECT NUMBER 218114.00

CITY OF CELINA
FIRE STATION NO. 2
1803 LIGHT FARMS WAY
CELINA, TEXAS 75009

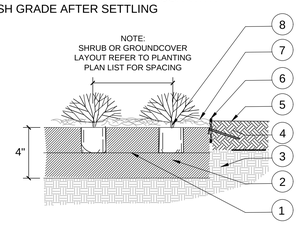
NO.	REVISION	DATE
1	Addendum #1	10/30/2018
5	PERMIT SET	01/31/2019
9	PR #3	02/05/2019
13	PR#4	06/03/2019
14	PR#5	07/17/2019
18	PR#9	09/30/2019

5

AS1.1
ARCHITECTURAL SITE PLAN

KEY:

1. BACKFILL WITH APPROVED PLANTING MIX WATER AND TAMP TO REMOVE AIR POCKETS
2. COMPACT PLANT MIX BELOW ROOTBALL
3. NATIVE SOIL
4. 4" TOPSOIL MIN.
5. FINISH GRADE
6. LANDSCAPE EDGING ½" ABOVE GRADE
7. MULCH 3" MIN. DEPTH
8. GC ROOTBALL CROWN TO BE FLUSH WITH FINISH GRADE AFTER SETTLING

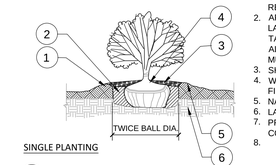


1 GROUND COVER PLANTING

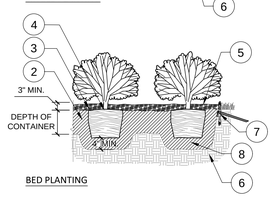
SCALE: NONE P-TR-HER-168

KEY:

1. MAINTAIN SAUCER ON ALL SIDES OF THE PLANT TO RETAIN WATER AND MULCH.
2. APPROVED PLANTING MIX BY LANDSCAPE ARCHITECT; WATER AND TAMP TO REMOVE AIR POCKETS 6" MIN. ALL SIDES .
   MULCH 3" MIN. DEPTH.
3. SHRUB ROOTBALL CROWN TO BE FLUSH
4. WITH FINISH GRADE.
   FINISH GRADE WITH TOPSOIL
5. NATIVE SUBGRADE.
6. LANDSCAPE EDGING, 1" ABOVE GRADE.
7. PREVENT SETTLING OF SHRUB BY COMPACTING SOIL MIX BELOW BALL.
8.



SINGLE PLANTING



BED PLANTING

2 SHRUB PLANTING

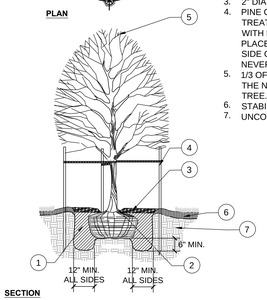
3/4" = 1'-0"



PLAN

KEY:

1. APPROVED PLANTING MIX BY LANDSCAPE ARCHITECT SET TOP OF ROOT BALL 3" ABOVE
2. FINISH GRADE. BUILD 4" HT. SAUCER AROUND PLANTING PIT WITH TOPSOIL.
   MULCH - 3" MIN. DEPTH.
3. 2" DIA. x 8'-0" LONG, LODGEPOLE
4. PINE OR DOUGLAS FIR POLES, TREATED, INSTALLED PLUMB WITH HEMP TIES, 3 PER TREE. PLACE TWO ON PREVAILING WIND SIDE OF TREE.
   NEVER CUT LEADER, TRIM UP TO
5. 1/3 OF BRANCHES, RETAINING THE NATURAL SHAPE OF THE TREE.
6. STABILIZE SLOPES WITH SOD.
7. UNCOMPACTED NATIVE SOIL.



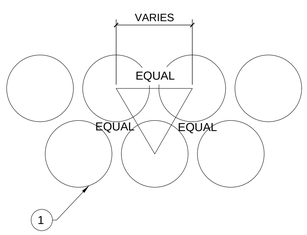
SECTION

3 TREE PLANTING

SCALE: NONE

KEY:

1. SHRUB OR GROUNDCOVER



4 SHRUB OR GROUNDCOVER TRIANGULAR SPACING

1 1/2" = 1'-0" P-TR-HER-165

LANDSCAPE NOTES:

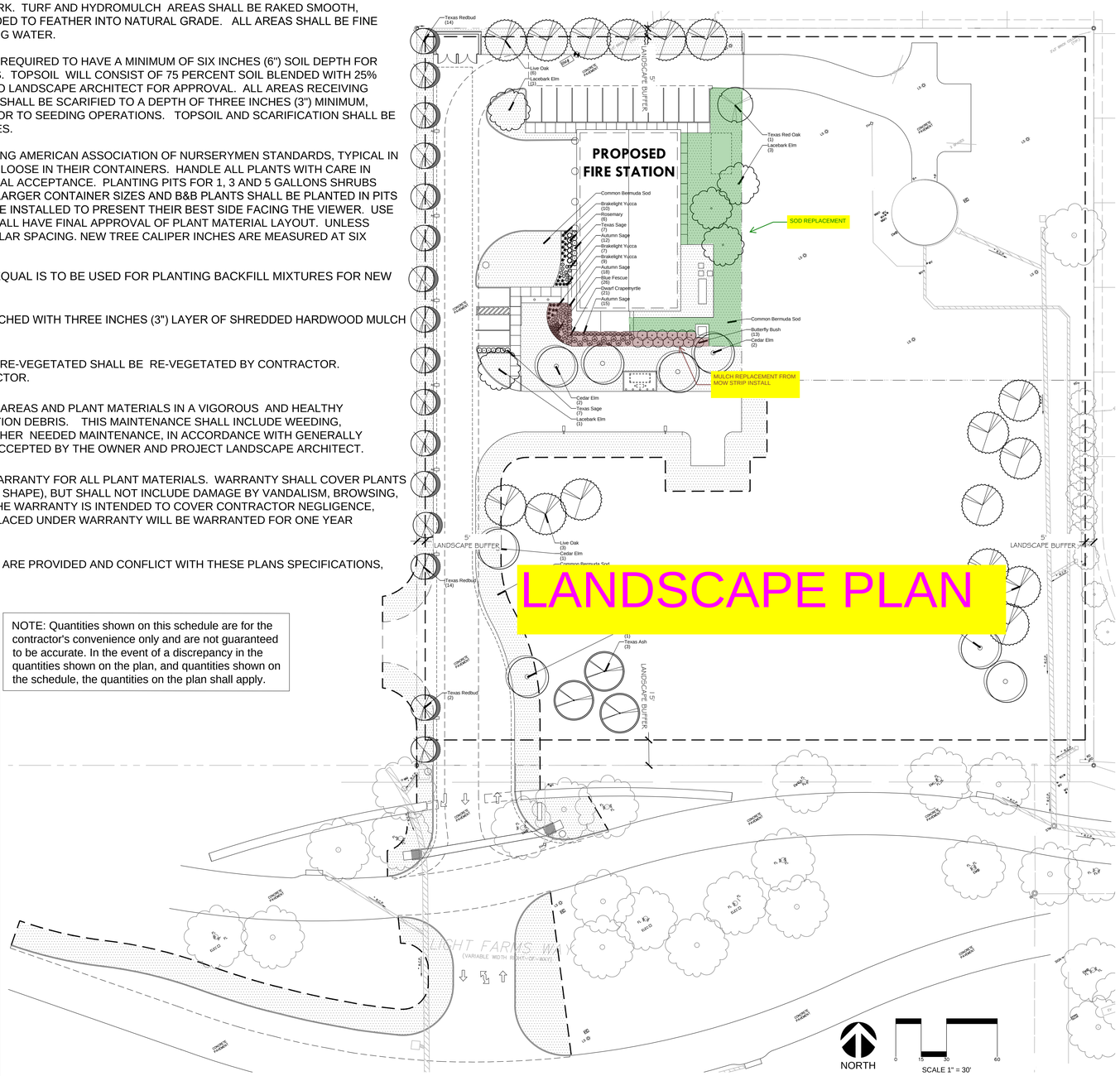
1. LANDSCAPE CONTRACTOR SHALL COORDINATE INSTALLATION OF ALL LANDSCAPE MATERIAL WITH RELATED IRRIGATION, SITE WORK, AND FINAL GRADING.
2. BY BIDDING, THE CONTRACTOR ACKNOWLEDGES THAT HE/SHE HAS SATISFIED HIMSELF/HERSELF AS TO THE NATURE AND LOCATION OF THE WORK AND TO THE QUALITY OF SURFACE AND SUBSURFACE MATERIALS OR OBSTACLES INSOFAR AS THE DATA IS REASONABLY ASCERTAINABLE FROM INSPECTION OF THE SITE. ANY FAILURE BY THE CONTRACTOR TO ACQUAINT HIMSELF/HERSELF WITH THE AVAILABLE INFORMATION WILL NOT RELIEVE HIM/HER FROM RESPONSIBILITY FOR ESTIMATING PROPERLY THE DIFFICULTY OR COST OF SUCCESSFULLY PERFORMING THE WORK AS DESCRIBED.
3.
4. THE LANDSCAPE CONTRACTOR SHALL IDENTIFY AND REVIEW ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO COMMENCING WORK AND SHALL EXERCISE EXTREME CAUTION WHEN WORKING CLOSE TO UTILITIES, AND SHALL NOTIFY THE OWNER OF APPARENT CONFLICTS WITH CONSTRUCTION AND UTILITIES SO THAT ADJUSTMENTS CAN BE PLANNED PRIOR TO INSTALLATION. CONTRACTOR MUST PROTECT ALL EXISTING LANDSCAPING AND HARDSCAPE ADJACENT TO PROPOSED LANDSCAPING IN THIS CONTRACT. LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY DAMAGE AND SHALL REPLACE DAMAGED PLANT MATERIAL WITH PLANTS OF EQUAL SIZE AND QUALITY AND SHALL REPAIR ANY DAMAGE TO SIDEWALKS OR ADJACENT STRUCTURES.
5. ALL INVASIVE SPECIES SHALL BE REMOVED FROM THE PROPERTY PRIOR TO COMMENCING WITH IRRIGATION AND LANDSCAPE INSTALLATION.
6. IRRIGATION: ALL TREES, PLANTING BEDS AND SPECIFIED TURF AREAS SHALL BE IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM. REFER IRRIGATION PERFORMANCE NOTES AND DETAILS FOR IRRIGATION REQUIREMENTS.
7. LAYOUT AND FINAL GRADING: LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ACCURATELY LAYING OUT THE PLANT BEDS AND TURF AREAS.
   LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANUP AND FINAL GRADING OF ALL TURF AND BED AREAS. REVIEW WITH OWNER THE EXTENT OF CLEANUP AND GRADING OF AREA PRIOR TO COMMENCING WORK. TURF AND HYDROMULCH AREAS SHALL BE RAKED SMOOTH, REMOVING AND DISPOSING OF STONES OVER 1" DIAMETER AND FINE GRADED TO FEATHER INTO NATURAL GRADE. ALL AREAS SHALL BE FINE GRADED TO ACHIEVE POSITIVE DRAINAGE WITHOUT PUDDLES OR STANDING WATER.
8. TOPSOIL/TURF AREAS: ALL NEW TURF AREAS (SQUARE/ROLLED SOD) ARE REQUIRED TO HAVE A MINIMUM OF SIX INCHES (6") SOIL DEPTH FOR SPORTS FIELDS AND FOUR INCHES (4") SOIL DEPTH FOR ALL OTHER AREAS. TOPSOIL WILL CONSIST OF 75 PERCENT SOIL BLENDED WITH 25% COMPOST. CONTRACTOR SHALL PROVIDE SUBMITTAL FOR TOPSOIL MIX TO LANDSCAPE ARCHITECT FOR APPROVAL. ALL AREAS RECEIVING HYDROMULCH / BROADCAST SEEDING WHERE TOPSOIL IS NOT PROVIDED, SHALL BE SCARIFIED TO A DEPTH OF THREE INCHES (3") MINIMUM, RAKED AND CLUMPS OVER 1" DIAMETER BROKEN DOWN OR REMOVED PRIOR TO SEEDING OPERATIONS. TOPSOIL AND SCARIFICATION SHALL BE SUBSIDIARY TO SOD, HYRDOMULCH AND BROADCAST SEEDING UNIT PRICES.
9. PLANTS: ALL PLANTS SHALL BE NURSERY GROWN, GRADE 1 PLANTS MEETING AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS, TYPICAL IN SHAPE AND SIZE FOR SPECIES. PLANTS SHALL NOT BE ROOT-BOUND NOR LOOSE IN THEIR CONTAINERS. HANDLE ALL PLANTS WITH CARE IN TRANSPORTING, PLANTING AND MAINTENANCE UNTIL INSPECTION AND FINAL ACCEPTANCE. PLANTING PITS FOR 1, 3 AND 5 GALLONS SHRUBS SHALL BE AT LEAST 8" LARGER IN DIAMETER THAN THE CONTAINER SIZE. LARGER CONTAINER SIZES AND B&B PLANTS SHALL BE PLANTED IN PITS AT LEAST 18" LARGER IN DIAMETER THAN THE BALL SIZE. PLANTS SHALL BE INSTALLED TO PRESENT THEIR BEST SIDE FACING THE VIEWER. USE TOTAL QUANTITIES OF PLANTS INDICATED; OWNER'S REPRESENTATIVE SHALL HAVE FINAL APPROVAL OF PLANT MATERIAL LAYOUT. UNLESS SPECIFICALLY NOTED, INSTALL ALL MASSED PLANTING UTILIZING TRIANGULAR SPACING. NEW TREE CALIPER INCHES ARE MEASURED AT SIX INCHES (6") ABOVE SOIL LINE/BEGINNING OF ROOT FLARE.
10. PLANTING BED MIX: LIVING EARTH TECHNOLOGIES MIX OR APPROVED EQUAL IS TO BE USED FOR PLANTING BACKFILL MIXTURES FOR NEW BEDS. MINIMUM BED DEPTH SHALL BE EIGHT INCHES (8").
11. MULCH: FOLLOWING PLANTING, MULCH "FULLY-PREPARED" BEDS AND MULCHED WITH THREE INCHES (3") LAYER OF SHREDDED HARDWOOD MULCH AND FILL BASINS OF PIT-PLANTED SHRUBS WITH MULCH.
12. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES NOT SHOWN TO BE RE-VEGETATED SHALL BE RE-VEGETATED BY CONTRACTOR. COMPENSATION FOR SUCH SHALL BE DETERMINED BY THE OWNER/INSPECTOR.
13. MAINTENANCE: REGULAR MAINTENANCE IS REQUIRED OF ALL LANDSCAPE AREAS AND PLANT MATERIALS IN A VIGOROUS AND HEALTHY CONDITION, FREE FROM DISEASES, PEST WEEDS, LITTER AND CONSTRUCTION DEBRIS. THIS MAINTENANCE SHALL INCLUDE WEEDING, WATERING, FERTILIZATION, PRUNING, MOWING, EDGING, MULCHING OR OTHER NEEDED MAINTENANCE, IN ACCORDANCE WITH GENERALLY ACCEPTED HORTICULTURAL PRACTICES UNTIL THE PROJECT HAS BEEN ACCEPTED BY THE OWNER AND PROJECT LANDSCAPE ARCHITECT.
14. WARRANTY: CONTRACTOR SHALL PROVIDE A ONE-YEAR REPLACEMENT WARRANTY FOR ALL PLANT MATERIALS. WARRANTY SHALL COVER PLANTS WHICH HAVE DIED OR PARTIALLY DIED (THEREBY RUINING THEIR NATURAL SHAPE), BUT SHALL NOT INCLUDE DAMAGE BY VANDALISM, BROWSING, HAIL, ABNORMAL FREEZES, DROUGHT OR NEGLIGENCE BY THE OWNER. THE WARRANTY IS INTENDED TO COVER CONTRACTOR NEGLIGENCE, INFESTATIONS, DISEASE AND DAMGE OR SHOCK TO PLANTS. PLANTS REPLACED UNDER WARRANTY WILL BE WARRANTED FOR ONE YEAR FOLLOWING REPLACEMENT.
15. LANDSCAPE SPECIFICATIONS: WHEN WRITTEN TECHNICAL SPECIFICATION ARE PROVIDED AND CONFLICT WITH THESE PLANS SPECIFICATIONS, THE PLANS SPECIFICATIONS SHALL PREVAIL FOR THIS PROJECT.

INTERIOR LANDSCAPE			
MIN. 10% OF GROSS PARKING MUST BE DEVOTED TO LIVING LANDSCAPE	45,447 SF	4,546 SF	4,546 SF
1 TREE PER 400 SF OF REQ. INT. LANDSCAPE	4,456 SF	11 TREES	11 TREES
PERIMETER LANDSCAPE			
5' BUFFER ON ALL SIDES	NA	5'	5'
15' BUFFER WHERE ADJACENT TO PUBLIC R.O.W	NA	15'	15'
1 TREE PER 50 LF	1,671 LF	33 TREES	33 TREES
OPEN SPACE			
1 TREE PER 4,000 OF REMAINING OPEN SPACE	129,304 SF	32 TREES	32 TREES

PLANT SCHEDULE

SHADE TREES	QTY	BOTANICAL NAME / COMMON NAME	CONT	CAL	HT	SPD
	1	Quercus buckleyi / Texas Red Oak	65 gal	3" Cal	12` Ht	7` Spd
	16	Quercus virginiana / Southern Live Oak	65 gal	3" Cal	12` Ht	7` Spd
	3	Fraxinus texensis / Texas Ash	65 gal	3" Cal	12` Ht	7` Spd
	8	Ulmus crassifolia / Cedar Elm	65 gal	3" Cal	12` Ht	7` Spd
	5	Ulmus parvifolia / Lacebark Elm	65 gal	3" Cal	12` Ht	7` Spd
ORN. TREES	QTY	BOTANICAL NAME / COMMON NAME	CONT		HT	SPD
	16	Cercis canadensis texensis / Texas Redbud	45 gal		9` Ht.	5` Spd
SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	CONT		HT	SPD
	13	Buddleia davidii / Butterfly Bush	7 gal		4` Ht.	
	14	Leucophyllum frutescens 'Green Cloud' / Texas Sage	7 gal		2`-4` Ht.	
	45	Salvia greggii / Autumn Sage	3 gal		2`-4` ht	
	21	Lagerstroemia hybrid 'pokomoke' / Dwarf Crapemyrtle	15 gal		2` ht	
	26	Hesperaloe parviflora 'Brakelights' / Brakelight Yucca	3 gal		2`-4` ht	
	6	Rosemary officinalis / Rosemary	3 gal		18" ht	
	26	Festuca glauca 'Elijah Blue' / Blue Fescue	1 gal		10" ht	
GROUND COVERS	QTY	BOTANICAL NAME / COMMON NAME	CONT			
	32,482 sf	Cynodon dactylon / Bermuda Grass	Sod			
SHRUB AREAS	QTY	MATERIAL NAME				
	198	Aluminum alloy landscape edging. 3/16" thick, 4" depth. Stake per manufacturers instructions.				

NOTE: Quantities shown on this schedule are for the contractor's convenience only and are not guaranteed to be accurate. In the event of a discrepancy in the quantities shown on the plan, and quantities shown on the schedule, the quantities on the plan shall apply.



5 LANDSCAPE PLAN (STATION 2)

1" = 30'-0"

LANDSCAPE PLAN

PERMIT SET

BROWN REYNOLDS WATFORD ARCHITECTS
3535 TRAVIS STREET
SUITE 250
DALLAS, TEXAS 75204
214.443.4300 TEL
WWW.BRWARCH.COM

HALFF
2201 N. Bowser Road
Richardson, Texas 75081-2275
MAIN (214) 346-6200
FAX (214) 739-0095
TBPE-3 TBPELS FIRM NO. LA0029600

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BROWN REYNOLDS WATFORD ARCHITECTS, INC.

DATE MARCH 14, 2019
DRAWN BY AC
CHECKED BY DM
BRW PROJECT NUMBER 21811400

MARCH 14, 2019

CITY OF CELINA
FIRE STATION NO. 2
1803 LIGHT FARMS WAY
CELINA, TEXAS 75009

NO.	REVISION	DATE

L1.0
LANDSCAPE PLAN

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
Intiated by:	Catherine Oduro
Date:	May 14, 2024
Re:	Coit Road from Vest Lane to Choate Parkway Design Amendment

Action Requested:
Consider and act on an amendment for design services for the construction of Coit Road from Vest Lane to Punk Carter with Halff Associates, Inc., for an amount not to exceed $78,500.00. (Glasgow)

Background Information:
In March 2022, Council approved a contract with Halff for the design of two lanes of Coit Road from Vest Lane to a point 1200 feet north of Punk Carter Parkway. The contract is being amended to include the design of two additional lanes from Overlook Ct/Rocky Rd to Choate Parkway. This project will extend the 4-lanes from Vest Lane to Choate Parkway.

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

Legal Review:
The Amendment has been previously reviewed and approved.

Supporting Documents:
1. Coit WA Amend#2 240223 -halff signed
2. Coit (Vest to Choate) Exhibit
3. LocationStarMap
4. CoitRoadExhibit

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

Staff Recommendation:
Staff recommends authorizing the Amendment as presented.

AMENDMENT TO WORK AUTHORIZATION
AMENDMENT #2

Project Name:	**COIT ROAD AND OWNSBY PARKWAY FROM VEST ROAD TO 1,200' NORTH OF PUNK CARTER PARKWAY**		
Work Authorization #		**Date**	
Provider Project #	**46492.001**	**Celina Project #**	**R57**

This Amendment is made by and between the City of Celina, Texas, a home-rule municipality (Owner) and **Halff Associates, Inc.**, (Provider) for Engineering Design (Services), the Owner and the Provider hereby agree as follows:

Amendment #2 modifies the following conditions to the original work authorization listed above.

CONSULTANT PROVIDED INFORMAITON:

1. Scope of Work: In addition to the original work authorization scope of work and Amendment #1, the Scope of Work attached as Exhibit A-1 to this Amendment #2 is now added to the Work Authorization.
2. Compensation: In addition to the original work authorization and Amendment #1, the maximum fee for the project is increased by $78,500.00 per attached Exhibit B-1 attached to this Amendment #2 for a total work authorization amount of $867,400.00
3. Timeline: All dates established by the original work authorization and Amendment #1 are to remain.

AMENDMENT #2

By signing below, you agree to the amendment of the original work authorization with the above terms. All other original terms and conditions remain the same.

CITY OF CELINA

_____

_____
Printed Name & Title

_____
Date

HALFF ASSOCIATES, INC.

_____

Dennis Satre, Vice President
Printed Name & Title

_____
Date

EXHIBIT "A-1"
SCOPE OF SERVICES

TO BE PROVIDED BY HALFF ASSOCIATES, INC.
TO
CITY OF CELINA
FOR
COIT ROAD AND OWNSBY PARKWAY
FROM VEST ROAD TO 1,200' NORTH OF PUNK CARTER PARKWAY

PROJECT # R57-8501-622

A. PROJECT DESCRIPTION

This scope of services for this amendment consists of professional design services to expand the design of Coit Road to construct the southbound lanes between Choate Parkway and Rocky Road, to complete a 4-lane divided section between Vest Road and Choate Parkway.

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

1. Preparation of additional plans, specifications and estimates for the southbound lanes, of the 4-lane divided section including all storm drainage, erosion control, grading, signing & striping, and paving as required for a full 4-lane divided section on Coit Road beyond the current project limits. The horizontal and vertical roadway alignments completed for *Amavi Celina* by Kimley-Horn (February 2022) shall be used for design. The northerly pavement limit for this extension will be designed to connect to the proposed pavement leg of a roundabout intersection at Choate being designed by others and will not include any intersection improvements at Choate Parkway. No additional right of way acquisition is anticipated to be required.
2. Previous temporary transition to the existing 2-lane section will be removed and traffic control plans will be adjusted for optimal phasing of a 4-lane constructed pavement section.
3. Preparation of additional plans, specifications and estimates for a Planting Plan, Irrigation Plan and Illumination Plan for Coit Road from Rocky Road to Choate Parkway.

The CONSULTANT shall perform the necessary engineering and related technical services for the Design Services, including necessary Additional Services for development of this Project according to the following sections of this Contract.

B. TASK DESCRIPTIONS – SCOPE OF SERVICES

I. General Requirements - No change.

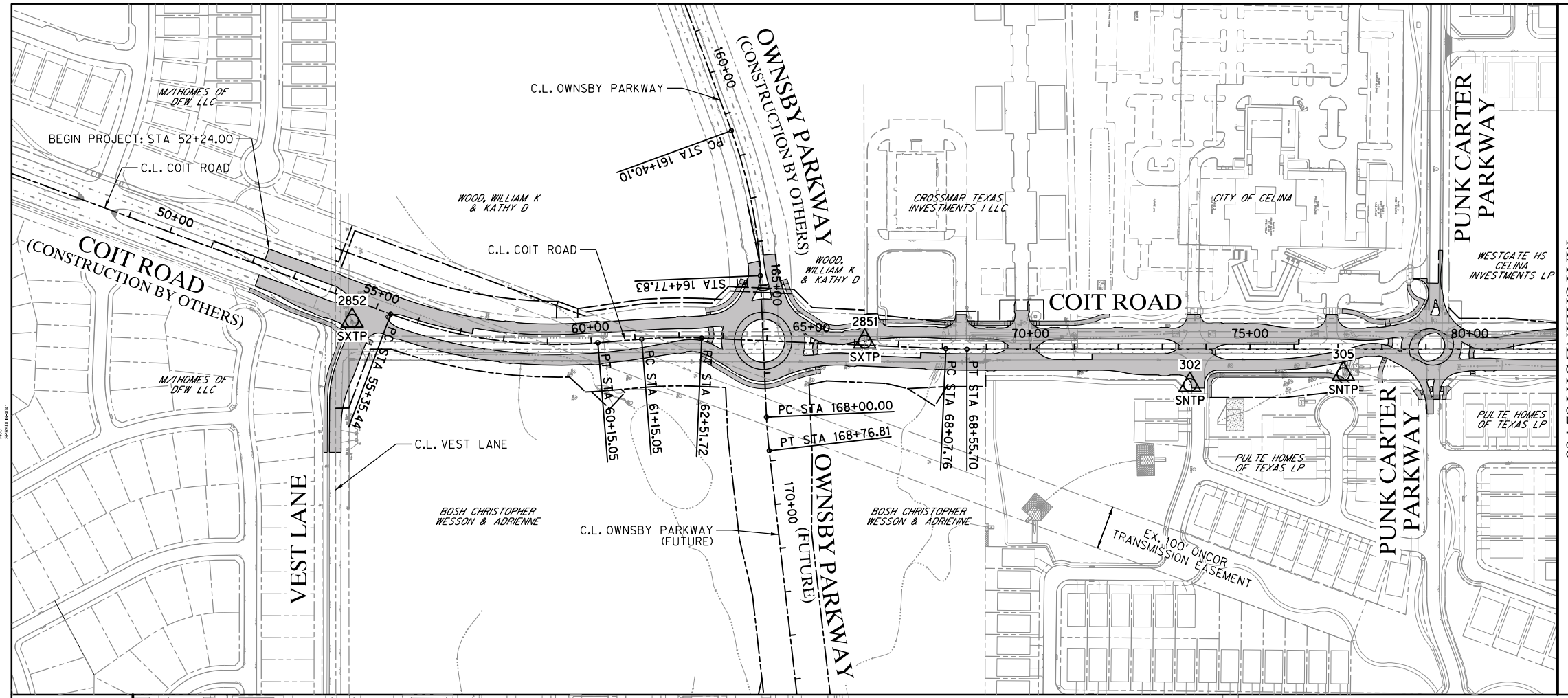
II. Preliminary Engineering - No change.

III. Special Services – No change.

IV. Exclusions

The scope of services excludes any items not specifically described herein including but not limited to; plats, title commitments, traffic impact analysis, signal warrants, expanded geotechnical services and survey for ROW.

Amendment #2 - 2/20/2024										
1) Add SB lanes to Coit Road bewteen Rocky Road and Choate Parkway										
2) Add Planting Plan, Irrigation Plan and Illumination Plan for Coit Road Medians between Rocky Road and Choate Parkway										
Coit Road (Vest to Amavi) Plan Set Sheets	Existing Sheets In Plan Set	Minor Changes	Modify Notes & Linework	Major Revision Qty Calc	New Sheets To Plan Set	Total Sheets In Plan Set	Senior Engineer	PE	EIT	CADD
							$ 260.00	$ 190.00	$ 140.00	$ 110.00
Title Sheet	1	1				1	$ -	$ 47.50	$ 70.00	$ 110.00
Index of Sheets	1	1				1	$ -	$ 47.50	$ 70.00	$ 110.00
Project Layout - Survey Control	1		1			1	$ 65.00	$ 95.00	$ 140.00	$ 220.00
General Notes	1					1	$ -	$ -	$ -	$ -
Typical Sections	7		1		1	8	$ 325.00	$ 475.00	$ 700.00	$ 1,100.00
TCP Narrative and Sections	1		1			1	$ 65.00	$ 95.00	$ 140.00	$ 220.00
TCP Layout	8		4		4	12	$ 1,300.00	$ 1,900.00	$ 2,800.00	$ 4,400.00
TCP Detours	1		1			1	$ 65.00	$ 95.00	$ 140.00	$ 220.00
Site Preparation	2				1	3	$ 260.00	$ 380.00	$ 560.00	$ 880.00
Alignment Data	2		1			2	$ 65.00	$ 95.00	$ 140.00	$ 220.00
Paving Plan/Profile	11				3	14	$ 780.00	$ 1,140.00	$ 1,680.00	$ 2,640.00
Grading Plan	6				2	8	$ 520.00	$ 760.00	$ 1,120.00	$ 1,760.00
DA Maps/Calculations	11		3		1	12	$ 455.00	$ 665.00	$ 980.00	$ 1,540.00
Storm Drain Plan/Profile	17				3	20	$ 780.00	$ 1,140.00	$ 1,680.00	$ 2,640.00
Signing - Markings	6			1	2	8	$ 650.00	$ 950.00	$ 1,400.00	$ 2,200.00
Erosion Control	2				1	3	$ 260.00	$ 380.00	$ 560.00	$ 880.00
Planting Plan / Details	10				3	13	$ 780.00	$ 1,140.00	$ 1,680.00	$ 2,640.00
Irrigation Plan / Details	10				3	13	$ 780.00	$ 1,140.00	$ 1,680.00	$ 2,640.00
Illumination Plan / Details	10				3	13	$ 780.00	$ 1,140.00	$ 1,680.00	$ 2,640.00
X-Sections	18				7	25	$ 1,820.00	$ 2,660.00	$ 3,920.00	$ 6,160.00
TOTAL	126	2	12	1	34	160	$ 9,750.00	$ 14,345.00	$ 21,140.00	$ 33,220.00
								TOTAL FEE (Rounded)		
								$ 78,500.00		
Senior Engineer			0.25	0.5	1		37.5			
PE		0.25	0.5	1	2			75.5		
EIT		0.5	1	2	4				151	
CADD		1	2	4	8					302



0 150 300 450

HORIZONTAL SCALE IN FEET

LEGEND

- CONTROL POINT
- EXISTING PROPERTY/R.O.W. LINE
- EXISTING EASEMENT LINE
- PROPOSED R.O.W. LINE
- PROPOSED EASEMENT LINE
- PROPOSED PROJECT PAVING (CONCRETE)

SURVEY CONTROL TABLE				
PT. NO.	DESC.	NORTH	EAST	ELEV.
302	SNTP	7154970.7559	2500012.5098	738.36
305	SNTP	7155319.3631	2499983.1486	733.97
2851	SXTP	7154229.4578	2499925.0345	738.38
2852	SXTP	7153062.4556	2499894.2778	757.68
SNTP: SET NAIL TRAVERSE POINT				
SXTP: SET "X" TRAVERSE POINT				

NOTES:

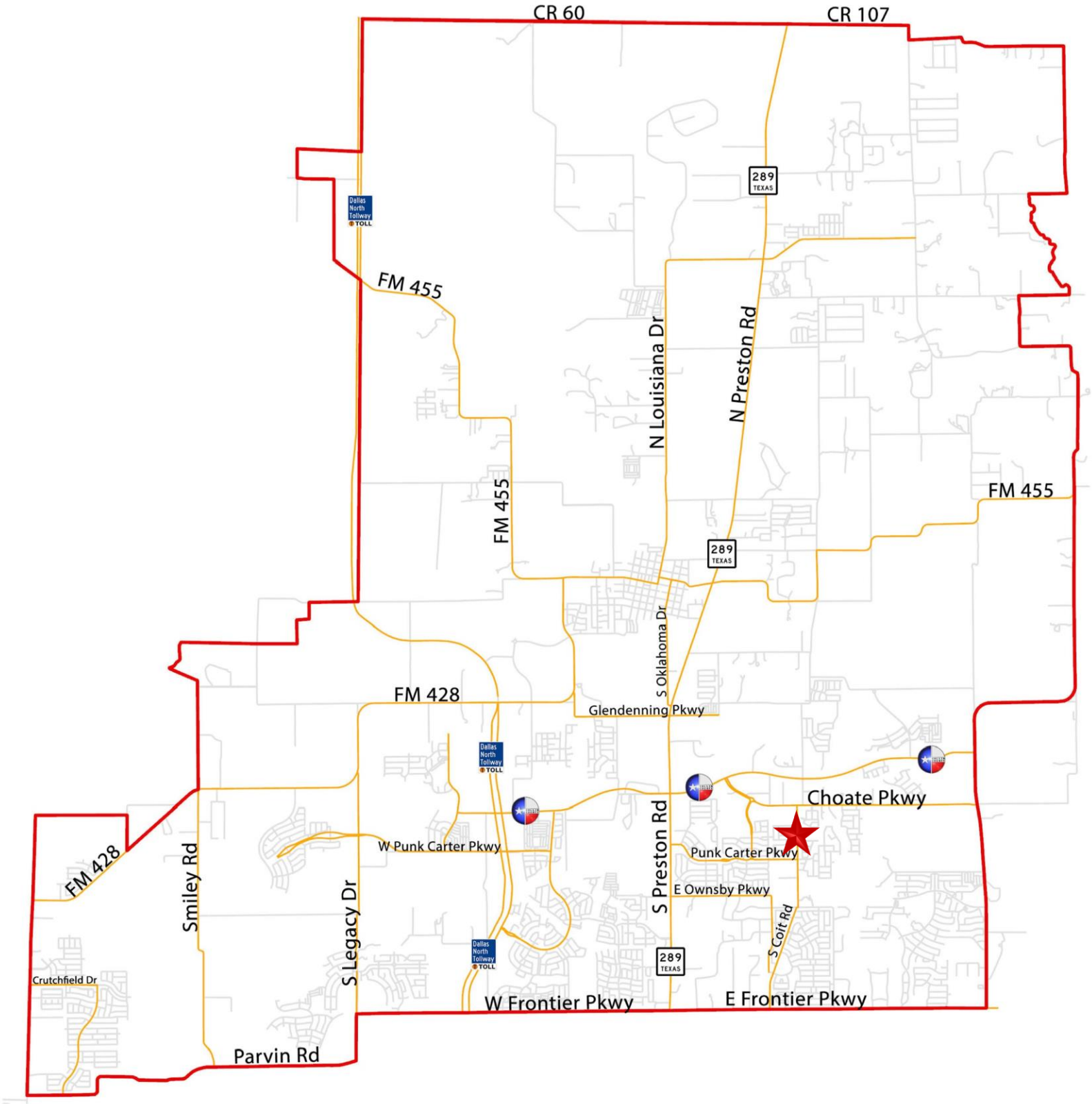
1. THE BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. SURFACE ADJUSTMENT SCALE FACTOR: 1.00015271.

PROJECT LAYOUT

COIT ROAD
CITY OF CELINA, TEXAS

halff
3803 PARKWOOD BLVD, SUITE 800
FRISCO, TX 75034-8641
(214) 618-4570

DESIGN	DRAWN	DATE	SCALE	A.V.O.	FILENAME	SHEET NO.
			1"=300'	46492	46492-PROJ-01.dgn	


CR 60
CR 107
289
TEXAS
Dallas North Tollway TOLL
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
TEXAS
S Oklahoma Dr
FM 428
Glendenning Pkwy
Dallas North Tollway TOLL
Choate Pkwy
W Punk Carter Pkwy
Punk Carter Pkwy
S Preston Rd
E Ownsby Pkwy
S Coit Rd
FM 428
Smiley Rd
S Legacy Dr
Dallas North Tollway TOLL
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd

CELINA TEXAS EST. 1876
Life Connected.

CHOATE PKWY
EVERGREEN TRL
S COIT RD
LANDMARK DR
PUNK CARTER PKWY
AZURE LN
VEST LN
Project Area

Legend

- Roads
- S Coit Road
- Parcels
- Project Area

S Coit Road
City of Celina

3/13/2024

N W E S

0 445 890
Feet

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
Intiated by:	Linda Majeed
Date:	May 14, 2024
Re:	Downtown Sewer Upgrade Design Amendment

Action Requested:
Consider and act on an amendment for design services for the downtown sewer upgrade project with Cobb Fendley, for an amount not to exceed $254,100.00. (Glasgow)

Background Information:
In July 2023, Council approved a contract with Cobb Fendley for the upsize design of several segments of sewer lines in the downtown. The design includes approximately 11,000 linear feet of existing 12-inch sanitary sewer lines being upsized to 24-inch from FM 455 to N. Florida Drive. The contract is being amended to include paving improvements due to low PCI scores and needed waterline improvements along several corridors within the project limits. Paving improvements will include asphalt overlays on the following streets:

- 800 linear feet of Maple Street from North Texas Street to Oklahoma Drive
- 1500 linear feet of Maple Street from Louisiana Drive to Illinois Street
- 700 linear feet of Illinois Drive from Beech Street to North End
- 400 linear feet of Arizona Drive from Maple Street to Aspen Street
- 800 linear feet of Ohio Drive from Beech Street to Aspen Street
- 300 linear feet of Beech Street from Illinois to West End
- 900 linear feet of North Texas Drive from FM 455 to Maple Street
- 1300 linear feet of Florida Drive from Mulberry Circle to Downtown Water Reclamation Facility.

Water improvements will include upsizing the existing 6” waterlines to 8” waterlines and replacing all connections, appurtenances, gate valves, and fire hydrants on the following streets:

- North Texas Drive from FM 455 to Maple Street
- Maple Street from North Texas Street to Oklahoma Drive
- Maple Street from Louisiana Drive to Illinois Street
- Illinois Drive from Beech Street to Maple Drive.

There will not be a waterline connection across the railroad track on Maple Street because there are two different water pressure zones, the low pressure and the intermediate zones.

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

Legal Review:
The Amendment template has been previously reviewed and approved.

Supporting Documents:
1. S41 Celina Downtown Sewer Upgrades_Executed Amendment No.1
2. S41 Downtown Sewer Upgrade Overall SS Alignment
3. Downtown Roads PCI Exhibit
4. Downtown Water Upgrade Exhibit

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

Staff Recommendation:
Staff recommends authorizing the Amendment as presented.

AMENDMENT TO CONTRACT

Downtown Sewer Upgrades

Supplemental No. 1

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **Cobb, Fendley & Associates, Inc.**, (hereinafter referred to as the "Provider") for **Downtown Sewer Upgrades**, (hereinafter referred to as the "Services"), the Owner and the Provider hereby agree as follows:

AGREEMENT

Amendment No. 1 modifies the following conditions to the original contract.

A. CHANGE IN SCOPE

CobbFendley received Notice to Proceed on the Celina Downtown Sewer Upgrades design on July 27, 2023. The approved scope of services and engineering fee were based on replacement of an existing trunk sewer from FM 455 to the WWTP including optional realignments within the downtown corridors. CobbFendley and City staff met for a project kick-off meeting on July 27, 2023. City Staff has since requested the addition of paving, and water improvements within several corridors as of April 2, 2024 as detailed below:

Paving Improvements

- Mill and Overlay (4.5” Existing Pavement)
  - Maple Street (North Texas Street to Oklahoma Drive) – 800 LF
  - Maple Street (Louisiana Drive to Illinois Street) – 1,500 LF
  - Illinois Drive (Maple Street to Beech Street) – 400 LF
  - Illinois Drive (Maple Street to North End) – 300 LF
  - Arizona Drive (Maple Street to Aspen Street) – 400 LF
  - Ohio Drive (Beech Street to Aspen Street) – 800 LF
  - Beech Street (Illinois to West End) – 300 LF
- Pulverize, Compact and Overlay (4.5” Existing Pavement)
  - North Texas Drive (FM 455 to Maple Street) – 900 LF
  - Florida Drive (Along Proposed Sewer Improvements) – 1,300 LF

Water Improvements

- Upsize existing 6” to an 8” waterline including replacement of all connections, appurtenances, gate valves and fire hydrants.
  - North Texas Drive (FM 455 to Maple Street) – 900 LF
  - Maple Street (North Texas Street to Oklahoma Drive) – 800 LF
  - Maple Street (Louisiana Drive to Illinois Street) – 1,500 LF
  - Illinois Street (Maple Street to Beech Street) – 400 LF

This design of the additional scope will be incorporated into the original Wastewater plans and submitted as a combined set of plans. Efforts shall include the following:

- Preliminary Engineering
- Pre-Final Engineering
- Final Engineering
- Bid Phase Services
- Construction Phase Services
- Special Services

B. CHANGE IN SCHEDULE

CobbFendley will work with the Celina Project Manager to develop a new schedule once the additional service agreement is executed.

C. CHANGE IN COMPENSATION

This change in scope will increase the contract amount as tabulated below.

ADDITIONAL SERVICES (LUMP SUM)	Original Contract	Supplemental No. 1
Preliminary Engineering	$246,000	**$123,900**
Pre-Final Engineering	$188,500	**$63,400**
Final Engineering	$104,000	**$32,800**
Bid Phase Services	$27,500	**$4,500**
Construction Phase Services	$60,000	**$13,500**
ADDITIONAL SPECIAL SERVICES (HOURLY/UNIT PRICE)	Original Contract	**Supplemental No. 1**
Topographic Survey and Right-of-Entry	$96,500	**$8,500**
Tree Survey Services	$7,600	**$2,300**
SUE Level B @ $2,600 per day (2 days)	$28,600	**$5,200**
ADDITIONAL SERVICES TOTAL		**$254,100**

D. TERMS & CONDITIONS

This supplemental agreement does not change the remaining scope items or fee as stated in the original contract. All terms and conditions and deliverables of the original contract remain in effect.

AMENDMENT

This contract may only be amended by the written mutual agreement of both parties.

By signing below, you agree to the amendment of the original contract with the above terms. All other original terms and conditions remain the same.

CITY OF CELINA

_____

_____
Printed Name & Title

_____
Date

COBB, FENDLEY & ASSOCIATES, Inc.

Mark C. Lorance, P.E.

Mark Lorance, P.E. - Sr. Vice President
Printed Name & Title

4/22/2024
Date

!!! WARNING !!!

EXISTING UTILITIES IN THE AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE PROVIDER PRIOR TO START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE NECESSARY AND PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.

MATCH LINE - STA. 24+00

MATCH LINE - STA. 47+50

PROPOSED ALIGNMENT

EX. ENTERING INVERTS

0 40' 80' 160'

SCALE: 1"= 80'

PROP 30" SSWR

PROP. 24" SSWR

PROP. 8" SSWR
TO BE ABANDONED

N FLORIDA DR

W MAPLE ST

W BEECH ST

N ARIZONA DR

N COLORADO ST

N OHIO DR

FM 289

0+00

5+00

10+00

15+00

20+00

25+00

30+00

35+00

40+00

45+00

Know what's below. Call before you dig.

NO.	DATE	COMMENT

REVISIONS

PRELIMINARY

"THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAKE BLAIR, P.E. 136581 ON 4/12/2024. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES."

CELINA DOWNTOWN SEWER UPGRADE
ALIGNMENT EXHIBIT
STA. 0+00 TO STA. 47+50

CobbFendley

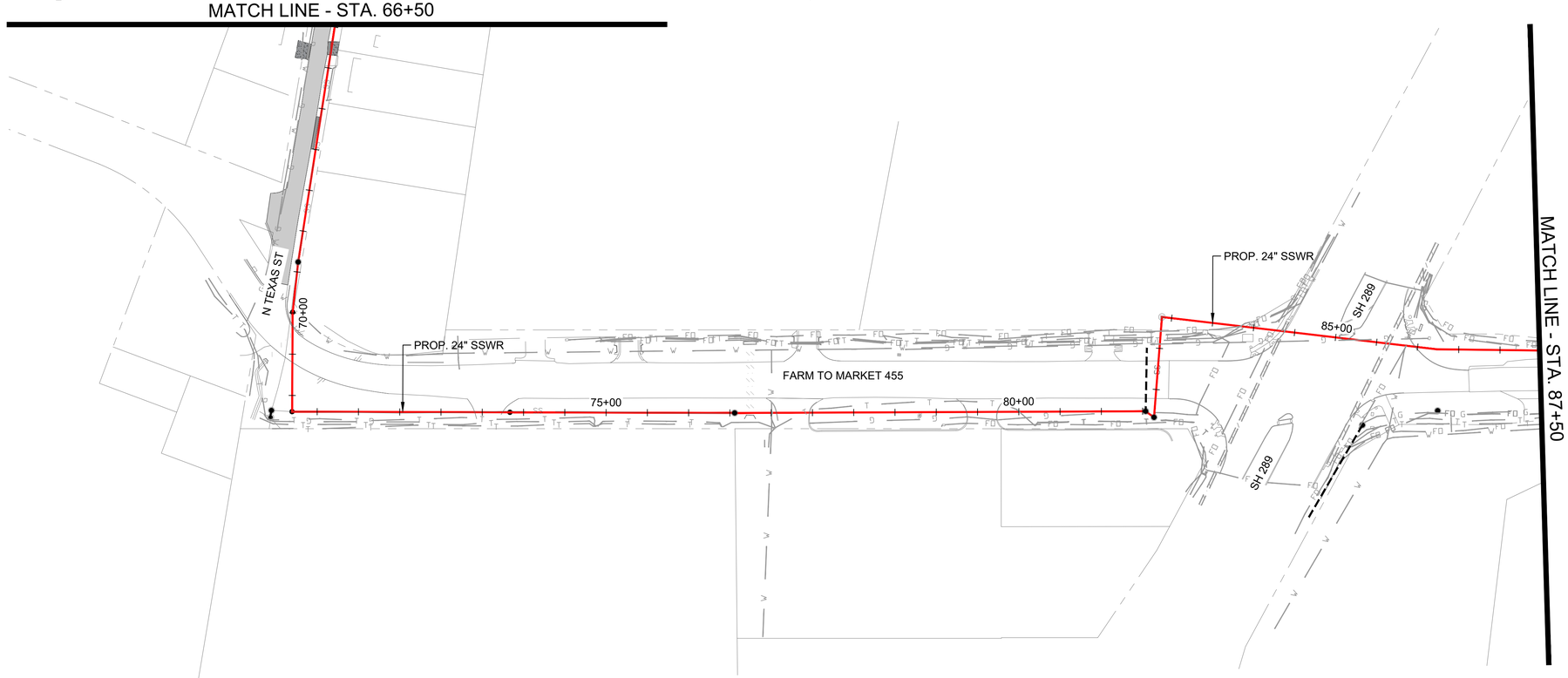
TBPELS Firm Registration No. 274
Land Surveying Firm Registration No. 10046700
2801 Network Boulevard, Suite 800
Frisco, Texas 75034
972.335.3214 | fax 972.335.3202 | www.cobbfendley.com

DESIGN BY:	DRAWN BY:
JB	NLS
DATE:	JOB NUMBER:
April 2024	2312-026-02

SHEET 1 / 3

Dwg Info: F:\Projects\2023\12026_City_of_Celina\02_Downtown_WW\400_CAD\412_Mon\02_PLAN_SHEET\23120260602_EXHIBIT_ALIGNMENT.dwg - Plotted: 4/12/2024





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CELINA DOWNTOWN SEWER UPGRADE
ALIGNMENT EXHIBIT
STA. 47+50 TO STA. 87+50

CELINA TEXAS est 1876

CobbFendley
TBPELS Firm Registration No. 274
Land Surveying Firm Registration No. 10046700
2801 Network Boulevard, Suite 800
Frisco, Texas 75034
972.335.3214 | fax 972.335.3202 | www.cobbfendley.com

DESIGN BY:	DRAWN BY:
JB	NLS
DATE:	JOB NUMBER:
April 2024	2312-026-02

SHEET
2 / 3

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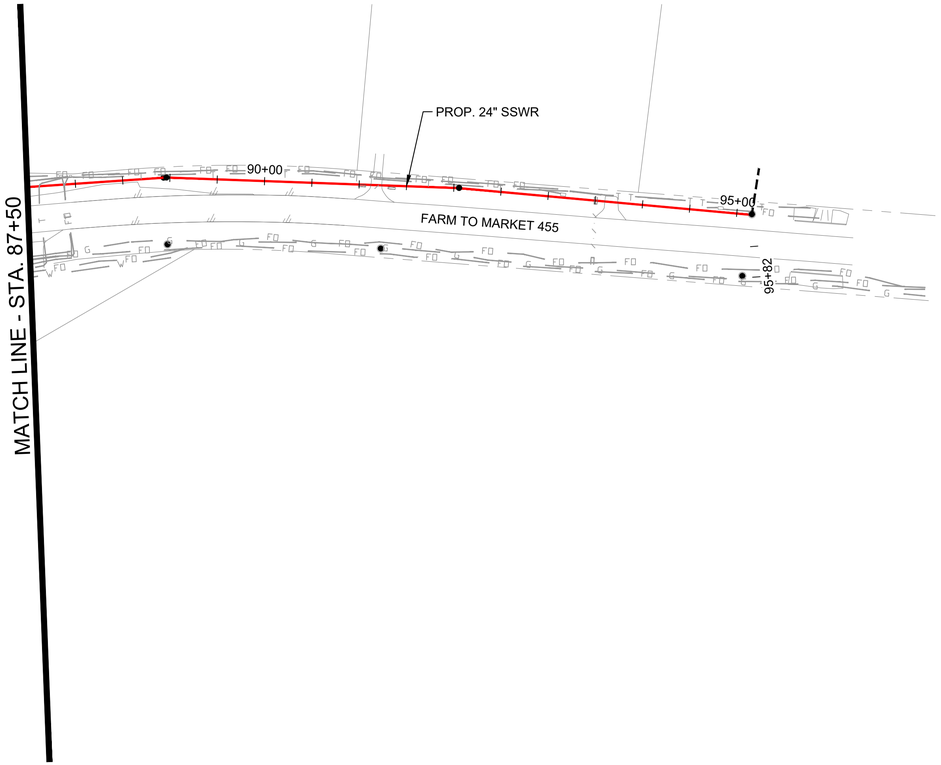

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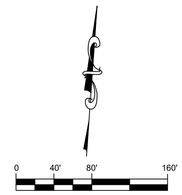

PROPOSED ALIGNMENT

EX. ENTERING INVERTS

Know what's below. Call before you dig.

NO.	DATE	COMMENT

REVISIONS

PRELIMINARY

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CELINA DOWNTOWN SEWER UPGRADE
ALIGNMENT EXHIBIT
STA. 87+50 TO END

CobbFendley
TBPELS Firm Registration No. 274
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2801 Network Boulevard, Suite 800
Frisco, Texas 75034
972.335.3214 | fax 972.335.3202 | www.cobbfendley.com

CELINA TEXAS est 1876

DESIGN BY: JB	DRAWN BY: NLS
DATE: April 2024	JOB NUMBER: 2312-026-02

SHEET 3 / 3

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Life Connected.

Exhibit
City of Celina

- Parcels
- Ultimate Boundary
- Area of Upgrade

PCI Results

- Good: 86 - 100
- Satisfactory: 71- 85
- Fair: 56 - 70
- Poor: 41 - 55
- Very Poor: 26 - 40
- Serious: 11 - 25
- Unclassified

N
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Feet

5/7/2024



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Water Lines

- Celina Abandoned
- Celina Existing
- Celina Under Construction
- Roads
- Parcels
- Area of Upgrade

N
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0 200 400
Feet

5/2/2024

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
Intiated by:	Andy Glasgow
Date:	May 14, 2024
Re:	Groundwater and Well Evaluation

Action Requested:
Consider and act to authorize the City Manager to execute a contract with Advanced Groundwater Solutions, LLC, (AGS) to evaluate the potential for groundwater well integration into the City's water distribution system in the amount of $69,500.00. (Glasgow)

Background Information:
The City's water supply is provided by the Upper Trinity Rural Water District (UTWRD). UTWRD is currently the city's sole water provider. UTRWD does not have the capacity nor supply to provide water to meet the City's full buildout water demand. In an effort to keep up with the expected growth and Celina's peak water demand, other viable sources of water must be secured. Along with seeking supplies from other wholesale water providers and direct raw water suppliers, an evaluation of the potential for the use of groundwater wells is needed. The proposed contract with Advanced Groundwater Solutions, LLC will provide an initial assessment of hydrogeologic data to develop a range of estimated production rates from wells, aquifer, and water level decline analysis, a preliminary cost estimate for wells and associated infrastructure, and a report of the findings.

Legal Review:

Supporting Documents:
1. AGS_Proposal_CityofCelina_GWEval_2024-04-16
2. Agreement - Professional Services Standard

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 of the contract as presented.

Advanced Groundwater Solutions, LLC
www.advancedgw.com

April 16, 2024

Kimberly Brawner, P.E.
Assistant City Manager – Public Services
142 N. Ohio St.
Celina, TX 75009
kbrawner@celina-tx.gov

Re: Groundwater and Well Evaluation for City of Celina

Dear Ms. Brawner,

Advanced Groundwater Solutions, LLC (AGS) is providing this scope and fee estimate for professional hydrogeologic consulting services for the City of Celina (City) to evaluate the potential for public water supply well(s) to increase water supply for expected growth and to meet peaking demands throughout the distribution system. Generally, our scope includes an assessment of hydrogeologic data to develop a range of estimated production rates from wells, aquifer and water level decline analysis, a preliminary cost estimate for well(s) and associated infrastructure, and a report of findings.

Task 1 – Meetings and Project Coordination

AGS will coordinate with the City to schedule and conduct the following meetings.

Meeting	Purpose	Schedule
1. Kickoff Meeting	Refine goals, discuss timelines, review needs and potential well locations	After contract execution
2. Hydrogeologic Update	Summarize hydrogeologic findings and modeling Assess number of wells and potential locations Discuss any design and costing variable	After Task 3 is completed
3. Distribution System Integration	Summarize findings of distribution system integration evaluation	After Task 6 is completed
4. Final Project Review	Discuss results, cost estimates, next steps	After Task 5

TASK 2 - Collect and Review Existing Reports, Well Records and Hydrogeologic Data

The target aquifer for the City of Celina is the Trinity Aquifer. AGS will collect and review available records, hydrogeologic data, reports and maps for the existing water wells, hydrogeology, and aquifer(s) in and around the City. The records and data collected will include, but not be limited to, driller's logs and reports, water-level measurements, pumping tests, laboratory reports of water quality, and available geophysical logs for existing water wells and selected oil or gas well(s) or test hole(s) in the subject area. The files of the Texas Water Development Board, Texas Commission on Environmental Quality (TCEQ), Bureau of Economic Geology and other publicly available information will be collected and utilized. This data will be summarized to assess depths of productive sands in the Antlers formation of the Trinity Aquifer.

TASK 3 – Groundwater Modeling of Potential Production Scenarios

AGS will simulate local and regional impacts of production in the Trinity Aquifer to help develop a conceptual design for the wells. These estimates will help assess available drawdown in wells and help refine the conceptual design for the wells to support the cost estimate. The estimates of water level decline will also provide insight into potential well life based on regional and local scale predictions.

After reviewing the hydrogeologic data and modeling results, AGS will determine the range of expected well capacity based on the estimated hydraulic properties, available drawdown and various operational scenarios. We will develop a conceptual well design, including expected well depth, potential casing and screen size, potential screen intervals, and construction approach to complete one or more public water supply wells. The conceptual well design will be used for estimating the cost of completing the well(s) to TCEQ public drinking water standards.

TASK 4 – Preliminary Estimate the Cost of Well(s)

AGS will work with drillers to develop a cost estimate for the conceptual well based on review of hydrogeologic information. We will work with at least two qualified drillers to seek preliminary cost estimates based on depth, casing and screen size and intervals, construction approach, etc. The estimates will not include cost of required components such as electrical systems, controls, SCADA, treatment, storage, surface piping, roads, or any additional buildings that will be needed to complete the system.

Recent bids for drilling services, well materials and construction have been quite variable and can fluctuate rapidly due to changing demand for drillers, supply chain issues, and other factors. Thus, the cost estimate provided from this task will not be a bid or proposal, but rather a preliminary estimate of well cost from drillers for consideration in pursuing a potential project.

TASK 5 – Memo Report

The data, assessment, and results of this evaluation will be summarized and presented in a memorandum report containing maps, charts, tables, and illustrations.

TASK 6 – Distribution System Integration Evaluation

This task will be performed by Freese & Nichols, Inc. (FNI), who will be subcontracted to AGS to perform the activities in this task. The FNI scope will not begin until the potential new well sites have been selected by AGS. The FNI scope is provided with this proposal, and is summarized below.

FNI will evaluate integrating new wells in to the existing City of Celina distribution system at either or both of the Celina Road or Southeast Pump Station, as follows:

- FNI will review the site configurations at the two sites to determine the modifications required to connect the potable water well(s) to the fill side of the existing or proposed GSTs. This could include modifications to piping, tank control valves, and or tanks. FNI will review available record data and known hydraulics to perform this analysis. It is assumed that the analysis would

be at the existing Celina Road Pump Station site or the proposed Southeast Pump Station site.
- Develop updated water supply vs demand charts to illustrate the additional supply to the expected demands.
- Provide description of required improvements to AGS to aid in the creation of conceptual site layouts.
- FNI will evaluate the electrical requirements for each well site to determine power distribution and motor starting equipment that is required.
- FNI will evaluate SCADA connection options and recommendations and provide conceptual instrumentation and controls requirements for each site.

FNI will provide the following deliverables as part of this task, to be included in the memo report (Task 5):

- Description of required improvements and modifications to the existing system / equipment required to connect the new potable well(s) to the fill side of the tanks at the pump station sites.
- Updated water supply vs demand charts for inclusion into the larger overall report.
- Develop conceptual level cost estimates for the required piping, valves, tank, electrical, and SCADA improvements. AGS will provide the desired formatting to FNI and it is assumed that FNIs estimate would be included with the larger overall AGS estimate for the well site(s).

If well sites are selected at locations where existing infrastructure is not known, FNI can perform the above evaluation at those sites as an additional service.

PROJECT SCHEDULE

AGS can initiate work upon receipt of an executed contract. AGS will complete our study and provide the report within four months of contract execution. This schedule assumes that meetings can be scheduled with the City as required and that any information required from the City can be obtained within a few days.

TERMS AND CONDITIONS

The services provided pursuant to this proposal shall be governed by the terms and conditions attached.

PROJECT COST

AGS proposes to perform the work on a lump sum basis for $69,500, which includes the FNI lump-sum subconsultant fee of $36,000.

We appreciate the opportunity to work with you on this project. Please call me at (512) 796-8636 if you have any questions.

Sincerely,

James Beach

James Beach, P.G.
Principal Hydrogeologist

The contents of this proposal have been reviewed and the client's designee below authorizes AGS to initiate work on the proposed scope, in accordance with the project budget and schedule proposed herein. The terms and conditions described herein shall apply to all work performed on this project.

Accepted and agreed to by:

Signature: _____

Name: _____

Title: _____

Date: _____

Billing/Invoices to: _____

Mailing and/or: _____
E-mail Address(es)
for Billing _____

City of Celina, Texas

Standard Professional Services Agreement

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (Owner) and Advanced Groundwater Solutions, LLC (Consultant) for professional hydrogeologic consulting services for Groundwater and Well Evaluation for the City of Celina(Project). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract is between the Owner and the Consultant, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last Party.

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Exhibit A-Scope of Work and Fees, Exhibit B-Insurance Requirements, and all Change Orders or Amendments issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Agreement.

ARTICLE 2: RECITALS

2.1 The City desires to have the Consultant review plans related to fire systems; and

2.2 The Consultant has the knowledge, ability and expertise to provide such services; and

2.3 The City desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein and in Exhibit A: Scope of Services and Fees, which is attached hereto and incorporated herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the City, unless sooner terminated as provided herein.

3.2 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other Party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made based on services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that the City requires a modification of this Agreement with Consultant, and in the event the Parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made

by the City in accordance with the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the City, shall be performed by Consultant in accordance with the City's requirements and as set forth in the attached Exhibit A, Scope of Services and fees.

If there is a conflict between the above quoted subjects and Exhibit A, then such conflict shall be resolved pursuant to the provisions of Section 10.9, below.

4.2 AUTHORIZED AGENT

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the City as approved by resolution of the City Council of the City of Celina, Texas, and the designated authorized agent for the Consultant.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the City monthly.

5.2 Work will be performed at the rates set forth in Exhibit A – Fee Schedule, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

5.3 Consultant payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Consultant. If the City fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to Consultant by City as instructed on invoices.

5.4 Consultant shall submit invoice for the prior month by the 10th of the following month.

ARTICLE 6: TIME FOR COMPLETION

6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s). Specific periods of time for rendering services are set forth in Exhibit A to this Agreement, by which times defined services are to be completed.

6.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is executed between the Parties.

ARTICLE 7: INDEMNIFICATION

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

7.02 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY PARTY.

7.03 CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.

7.04 CONSULTANT SHALL DEFEND AND INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Insurance

The Consultant shall provide and maintain insurance as listed in the insurance requirements document, Exhibit B.

ARTICLE 9: DEFAULT

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by

City to Consultant, City may, at its sole discretion without prejudice to any other right or remedy.

(a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by the City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by the City at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, the City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the City out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.

(b) The City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and Consultant shall retain ownership and property interest therein whether or not the work is completed. The City may make and retain copies of any plans or specifications provided under this Agreement for the use by City and others; such documents are not intended or suitable for reuse by City or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Consultant without the prior written consent of the City. In the event of an assignment by Consultant to which the City has consented, the assignee or the assignee’s legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the Parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with the City prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Collin County, Texas.

10.6 Notices.

All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Celina	**Advanced Groundwater Solutions, LLC**
Purchasing	_____
142 N. Ohio Street	_____
Celina, TX 75009	_____
469-813-4194	_____
Contracts@celina-tx.gov	_____

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

(a) The City and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Consultant are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other Party in respect of all covenants and obligations of this Agreement.

(b) Neither the City nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

(c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Consultant.

10.9 Prohibition against Boycotting Of Israel

The City is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of contract boycott Israel as described in Texas Government Code §2270. By submitting a response to this solicitation, contractor verifies that it does not and will not during the term of this agreement boycott Israel.

10.10 Prohibition of Contracts with Certain Companies

The City is legally prohibited from contracting with a company that is identified on a list prepared and maintained by the State Comptroller of Texas under Texas Government Code §2252.153 or §2270.0201. By submitting a response to this solicitation, contractor verifies that it is not on any such list.

10.11 Conflict.

If a conflict exists between this Agreement, and an Exhibit, the Request for Proposal ("RFP"), and/or the Response, then such conflicts shall be resolved as follows:

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

(b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

(c) If a conflict exists between the Response and the RFQ, the RFQ shall control.

10.12 Severability

Any provision or part of this Agreement that is held to be void or unenforceable under any law or regulation or by a court of competent jurisdiction shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.13 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.14 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF CELINA	**CONSULTANT**
_____	_____
Robert Ranc, City Manager	
	_____
	Printed Name
_____	_____
Date	Date

Council Approved: _____

Exhibit A: Scope of Work & Fees
Exhibit B: Insurance Requirements
Exhibit C: Specification & Response Documents

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Madhuri Mohan, Planning Director
CC:	Dusty McAfee, Director of Development Services
Intiated by:	Alexis Barnett
Date:	May 14, 2024
Re:	Parkside Terrace (Glory Villas Addition) - C-3 Expedited Annexation Service Agreement

---

Action Requested:
Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 5-acres within the Extraterritorial Jurisdiction (ETJ); generally located east of KC Robinson Lane and approximately 1,000 feet south of Sunset Boulevard. (Parkside Terrace (Glory Villas Addition) - C-3 Expedited Annexation Service Agreement) (McAfee)

Background Information:
This item is related to the voluntary annexation of approximately 5 acres; generally located east of KC Robinson Lane and approximately 1,000 feet south of Sunset Boulevard. Please refer to the attached documents for further information, as well as the accompanying annexation and zoning agenda items.

The following three agenda items comprise one project on the agenda, per the below:

- **Annexation Service Agreement (Consent) - Required of all annexation cases.**
- Annexation (Public Hearing) - Voluntary annexation of the subject property.
- Zoning (Public Hearing) - Zoning the property in order to incorporate it into the townhome development to the northeast.

Legal Review:
N/A

Supporting Documents:

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

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.



Legend

- Parcels
- Roads
- City Limits
- Subject Property

Parkside Terrace (Glory Villas)
Location Map
City of Celina

3/27/2024

N
W E
S

0 388 775

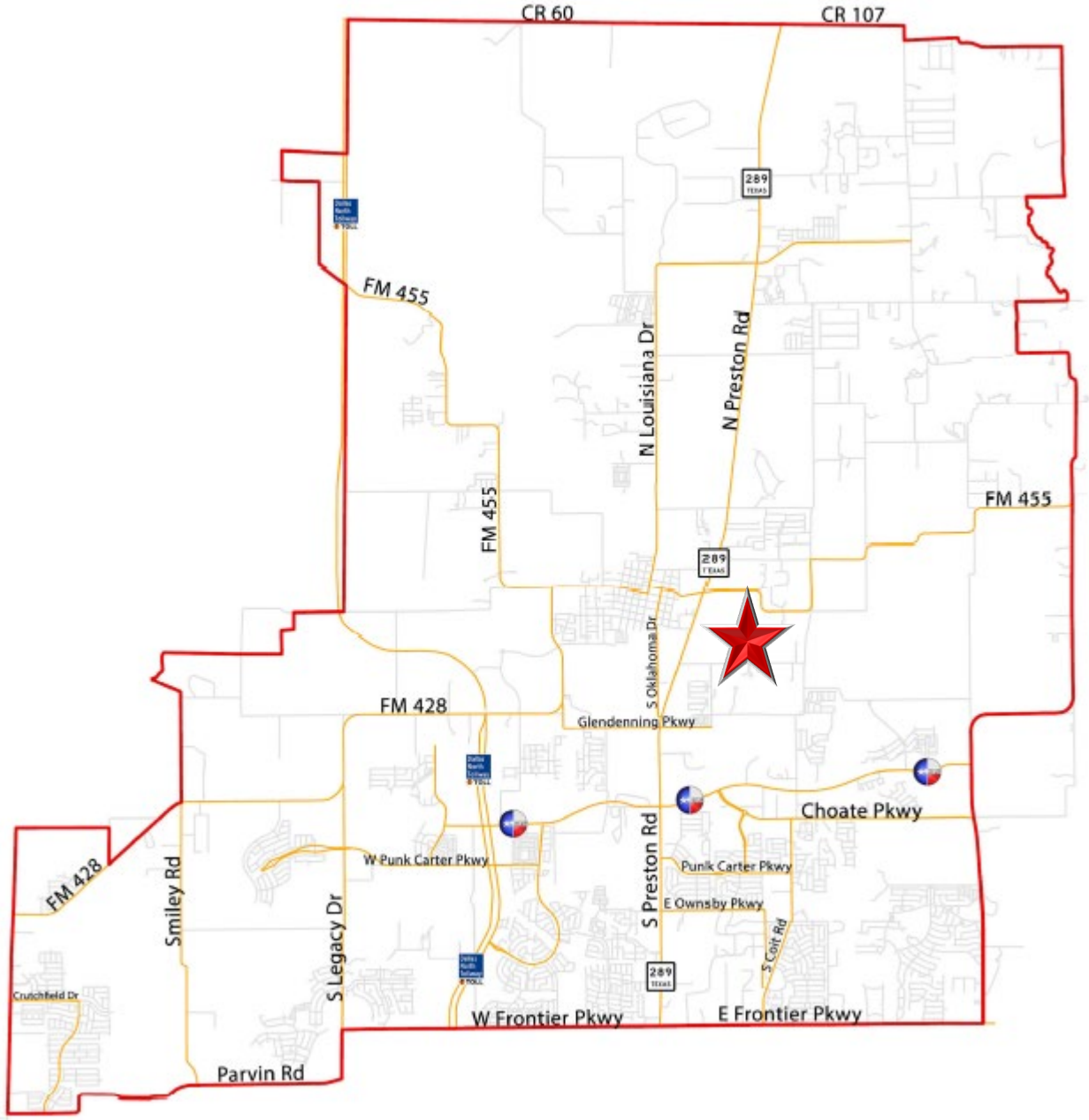
Feet

PARKSIDE TERRACE
(GLORY VILLAS ADDITION)

Annexation & Zoning

City Council
May 14, 2024




CR 60
CR 107
289
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
S Oklahoma Dr
FM 428
Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
Punk Carter Pkwy
S Preston Rd
E Ownsby Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Colt Rd
289
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



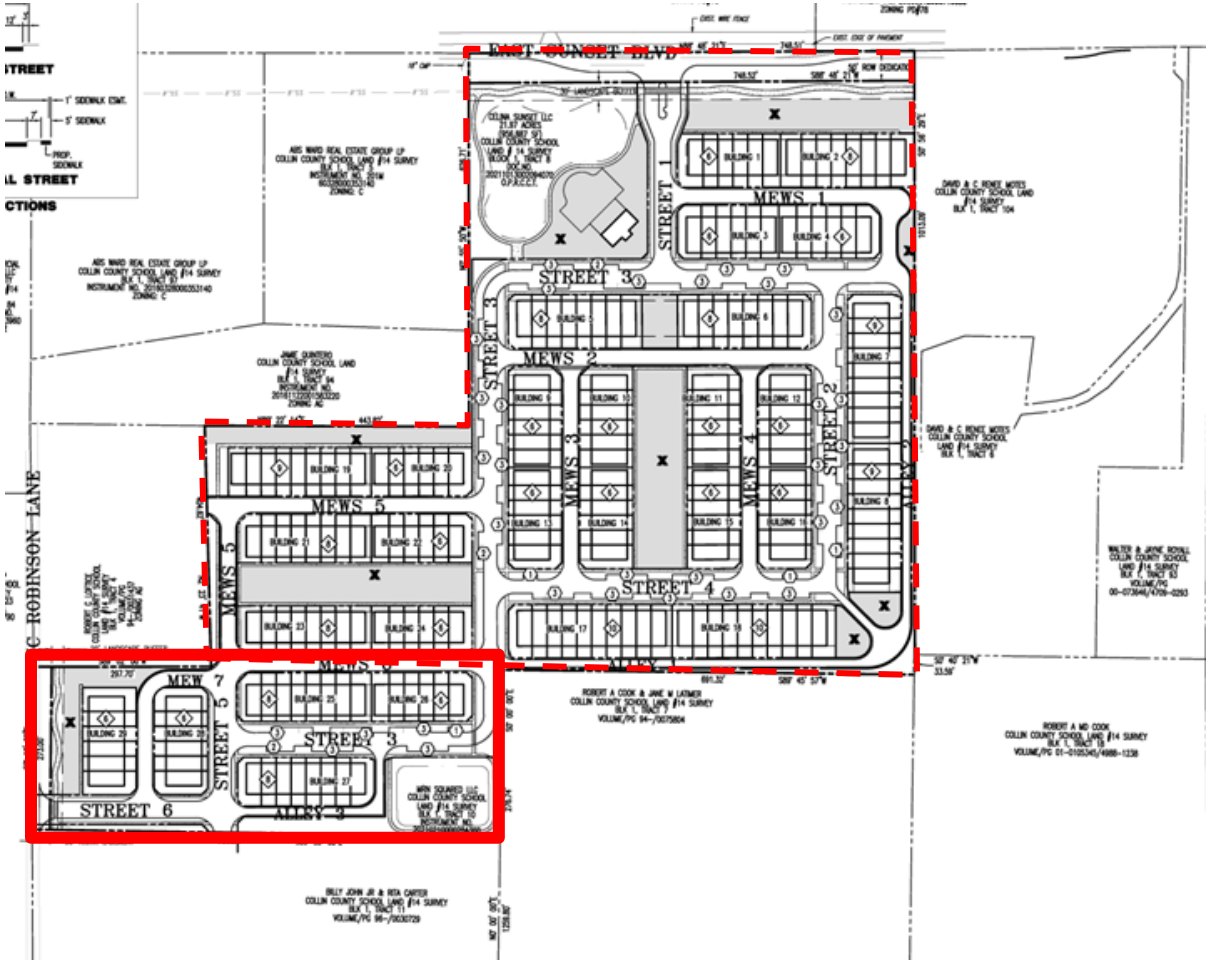
LOCATION MAP

The subject property is generally located east of KC Robinson Lane and approximately 1,000 feet south of Sunset Boulevard

BACKGROUND

- The property is approximately 5 acres and located within the Extraterritorial Jurisdiction (ETJ), with no pre-annexation agreement
- The applicant's request is to voluntarily annex into City Limits and zone the property to Single-Family Residential, Attached District (SF-A), in order to incorporate the subject property into the larger townhome development
- The townhome development to the northeast was zoned SF-A in February 2023

CONCEPT PLAN





POLICY CONSIDERATIONS

- The annexation and zoning brings 5 acres into City Limits
- City standards will apply (architecture, landscape, etc.)
- The subject property will be incorporated into a townhome development, which will improve access for all properties involved
- There are no land use restrictions in the ETJ
- The County has limited authority to require safety standards and meaningfully regulate new development

RECOMMENDATION

- There was no public feedback at the public hearing
- One Commissioner stated that the additional connectivity to KC Robinson seemed beneficial
- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in April
- Staff recommends approval as presented

Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

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 https://ecode360.com/CE6272.

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.

Entered into this____ day of _____, 2024.

CITY OF CELINA

By: _____
Name: Robert Ranc
Title: City Manager
Date: _____

OWNER: MRN SQUARED, LLC

By: _____
Name: Paul Anselmo
Title: Owner
Date: _____

Exhibit A
Legal Description

BEING a 5.00 acre tract of land situated in the Collin County Land Survey, Abstract Number 167, City of Celina, Collin County, Texas and being all of that tract of land described in deed to MRN SQUARED, LLC, as recorded in Document Number 20210210000284360 of the Official Public records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail set in the center of KC Robinson Lane (a variable width right-of-way) for the northwest corner of said MRN SQUARED tract;

THENCE North 88 degrees 28 minutes 08 seconds East, along the north line of said MRN SQUARED tract, a distance of 297.70 feet to a 1/2-inch iron rod found for corner;

THENCE North 89 degrees 43 minutes 08 seconds East, continuing along said north line, a distance of 490.00 feet to a fence post found for the northeast corner of said MRN SQUARED tract;

THENCE South 00 degrees 33 minutes 52 seconds East, along the east line of said MRN SQUARED tract, a distance of 276.74 feet to a 1/2-inch iron rod with yellow cap stamped "GEONAV" (hereinafter referred to as "with cap") set for the southeast corner of said MRN SQUARED tract;

THENCE South 89 degrees 31 minutes 08 seconds West, along the south line of said MRN SQUARED tract, a distance of 786.38 feet to a mag nail set in said center of KC Robinson Lane;

THENCE North 00 degrees 49 minutes 52 seconds West, along said centerline and the west line of said MRN SQUARED tract, a distance of 273.00 feet to the POINT OF BEGINNING AND CONTAINING 217,917 square feet or 5.00 acres of land, more or less.

Life Connected.

Police Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	John Cullison, Police Chief
CC:	Robert Ranc, City Manager
Intiated by:	Wesley Frank
Date:	May 14, 2024
Re:	Resolution to approve the proposed mental health project for submittal to the Texas Public Safety Office's (PSO) state grant program

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Action Requested:
Consider and act on a Resolution to approve the proposed mental health project for submittal to the Texas Public Safety Office's (PSO) State grant program that will go into effect in the 2025 calendar year. (Cullison)

Background Information:
The City Police department is seeking grant funding to enhance assistance with mental health issues to provide funding for a position which will specialize in mental health care. The grant, if awarded will allow the City to improve assistance to others (e.g., civilians and law enforcement officers) who may require mental health assistance. The City Council approved Resolution No. 2024-13R at the March 7, 2024 Regular Meeting. The Texas Public Safety Office (PSO) has requested an updated resolution stating a specific grant number, which is why this resolution is being brought to Council for consideration.

If the City is selected as a recipient of the grant funds, the City will be required to enter into an agreement with the Texas Public Safety Office (TPSO) to receive funding. A commitment from the City is required to the matching funds (20%) of those provided by the TPSO. In the event of loss or misuse of grant funds, the City will return all funds to the Public Safety Office.

This position will be for one officer who will focus 50% of their attention on the Department's officers' wellness needs and while the remaining 50% will be served as a Neighborhood Service Officer (NSO) for the multi-family housing (MFH) communities within the City. The officer wellness portion of this position will develop, enhance, and implement wellness and telehealth programming that will provide Celina first responders with access to 24/7 support and assistance

in managing stressors, trauma, stress fatigue, and other needs. Meeting these needs will address the high rates of burnout, self-harm, suicide, and other poor health outcomes among law enforcement officers and help reduce the prevalence and impact of police abuse on overall officer health and on the communities they serve. By building on existing programming, the Police Department will not only decrease response times to events but will also provide greater access to treatments for mental health. A secondary benefit will be the encouragement of much-needed reform among law enforcement to end resistant attitudes and destigmatize mental illness by leveraging peer support networks and anonymity coupled with increased access to telehealth programming.

Legal Review:
N/A

Supporting Documents:
1. resolution_first reponder mental health (003)

Financial Consideration:
If awarded, the City will be required to provide a 20% match of the award amount.

Staff Recommendation:
Staff recommends approval.

RESOLUTION NO. 2024-___R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA APPROVING THE PROPOSED CELINA FIRST RESPONDER MENTAL HEALTH PROGRAM FOR SUBMITTAL TO THE OFFICE OF THE GOVERNOR.

WHEREAS, The City of Celina finds it in the best interest of the citizens of Celina, that the First Responder Mental Health Program be operated for the 2025 Year; and

WHEREAS, The City of Celina agrees to provide applicable matching funds for the said project as required by the Officer of the Governor grant application; and

WHEREAS, The City of Celina agrees that in the event of loss or misuse of the Office of the Governor funds, The City of Celina assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Celina designates Rober Ranc as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Celina approves submission of the grant application for the First Responder Mental Health Program to the Office of the Governor.

Grant Number: 5120901

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th, day of May 2024.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Catherine Oduro, Senior Civil Engineer
CC:	Andy Glasgow, Director of Engineering
Intiated by:	Drew Jenks
Date:	May 14, 2024
Re:	Coit Road ROW Acquisition Resolution (Choate Pkwy to Collin County Outer Loop)

Action Requested:
Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary right-of-way and easements for future Coit Road improvements from Choate Parkway to the Collin County Outer Loop. (Glasgow)

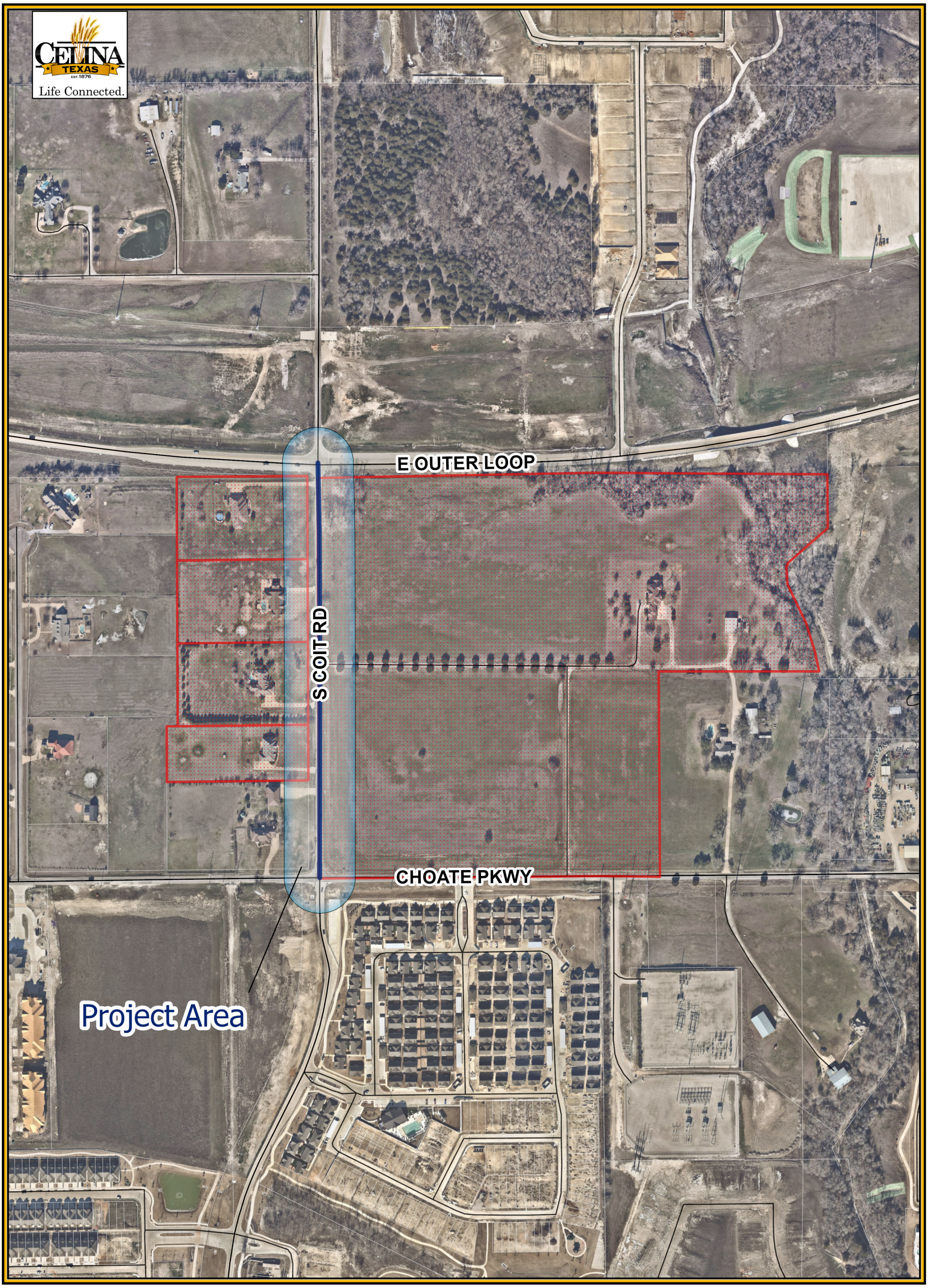
Background Information:
The City Council approved the design of Coit Road from Choate Parkway to the Collin County Outer Loop during the March 14, 2023, City Council meeting. The 60% design has identified the right-of-way and easements that will be needed for the construction of this section of the roadway. This Resolution will authorize the City Manager to execute documents that will be needed for the roadway construction.

Legal Review:
Legal Counsel has reviewed the proposed resolution for compliance with state law.

Supporting Documents:
1. ROW Exhibit B
2. LocationStarMap - Exbhibit
3. Resolution_ROW Acquisition for Coit Improvements (CC Outer Loop to Choate)

Financial Consideration:
Funding for the acquisition of the right of way and easements will be paid from the 2024 bonds.

Staff Recommendation:
Staff recommends approval.



Legend

- S Coit Rd
- Parcels of Interest
- Project Area
- Roads
- Parcels

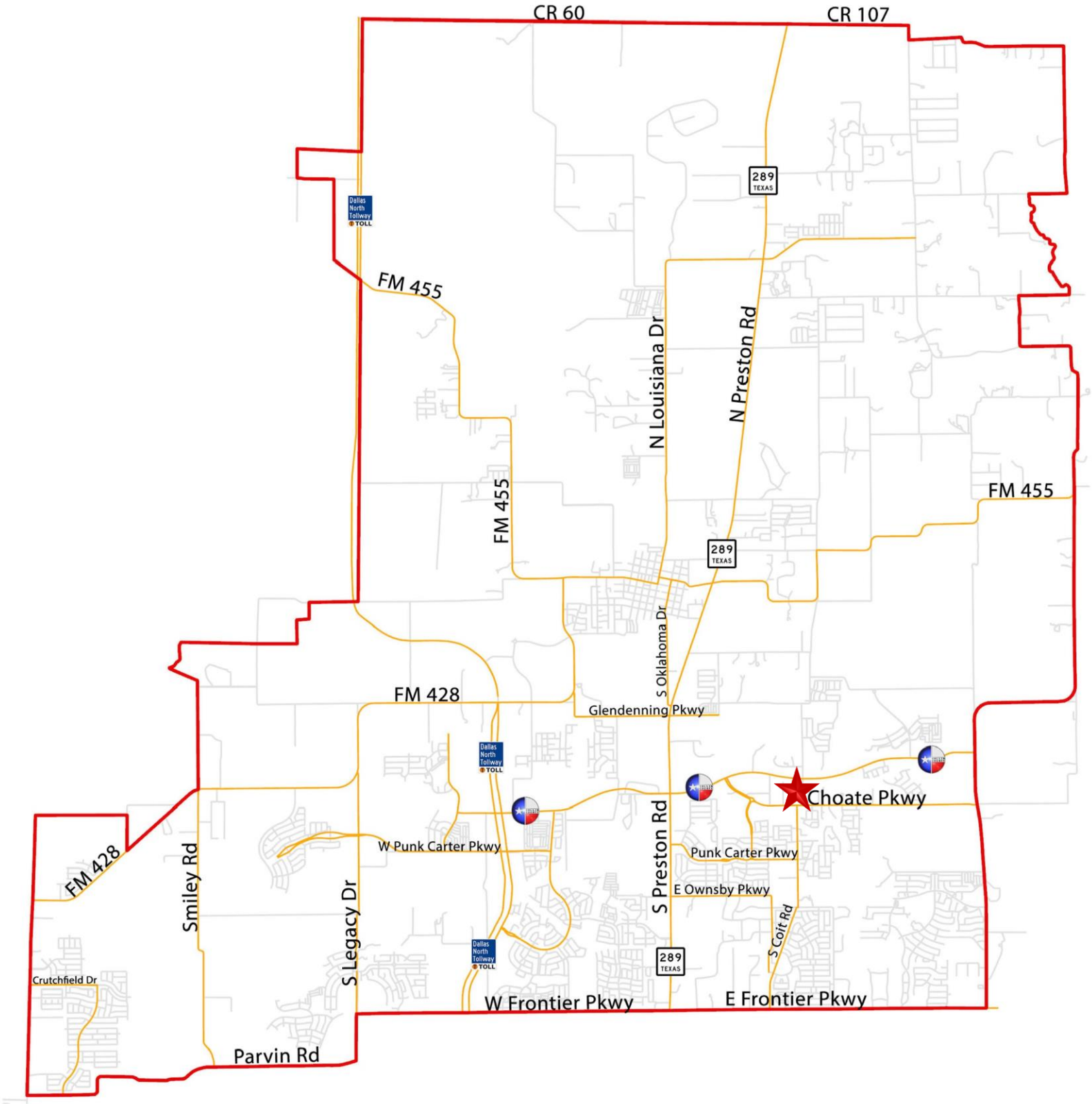
S Coit Rd

City of Celina

4/17/2024

N
W E
S

0 275 550 Feet


CR 60
CR 107
289
TEXAS
Dallas North Tollway TOLL
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
TEXAS
S Oklahoma Dr
FM 428
Glendenning Pkwy
Dallas North Tollway TOLL
Choate Pkwy
W Punk Carter Pkwy
Punk Carter Pkwy
S Preston Rd
E Ownsby Pkwy
S Coit Rd
FM 428
Smiley Rd
S Legacy Dr
Dallas North Tollway TOLL
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd

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 COIT ROAD 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 Coit Road Improvements 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 "B" 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 14th day of May 2024.

ATTEST: **APPROVED:**

_____ _____

Lauren Vaughns, City Secretary Ryan Tubbs, Mayor

Exhibit A

Property ID	Owner	Legal Description	City	State	Zip Code
2805104	BELLEVUE PARTNERS LTD	ABS A0779 LEVIN ROUTH SURVEY, TRACT 14, 43.916 ACRES	Celina	TX	75009
2118128	JOHNSON NATHANIEL ZACHARY & MACHELL LEA JOHNSON	SUMMERVIEW COUNTRY ESTATES (GCN), BLK B, LOT 7	Celina	TX	75009
2118138	HUSTON KEN & CHRISTINA	SUMMERVIEW COUNTRY ESTATES (GCN), BLK B, LOT 8	Celina	TX	75009
2118139	ADAMS TAMARA & TIMOTHY	SUMMERVIEW COUNTRY ESTATES (GCN), BLK B, LOT 9	Celina	TX	75009
2118129	VOGE JARED & LINDSAY	SUMMERVIEW COUNTRY ESTATES (GCN), BLK B, LOT 10	Celina	TX	75009

Exhibit B


CELINA
TEXAS
Life Connected.
E OUTER LOOP
S COIT RD
CHOATE PKWY
Project Area
Legend
Parcels of Interest
Project Area
Roads
Parcels
S Coit Rd
City of Celina
4/17/2024
0
275
550
Feet

Life Connected.

EDC
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Melissa Thomas, Interim EDC Director
CC:	Robert Ranc, City Manager
Intiated by:	Josh McCarroll
Date:	May 14, 2024
Re:	Amendment to a Performance Agreement - Swirls Bakery, LLC

Action Requested:
Consider and act upon a Resolution authorizing an amendment to a Performance Agreement between the Celina Economic Development Corporation and Swirls Bakery, LLC. (Thomas)

Background Information:
In July 2023, Council authorized a Performance Agreement between the Celina Economic Development Corporation (CEDC) and Swirls Bakery, LLC (Developer). The Developer agreed to make qualified improvements to the Property for a minimum amount of $476,377. The CEDC agreed to reimburse the Developer for qualified expenditures for an amount not to exceed $100,000. The Developer has requested the Original Agreement be amended to extend the performance dates to August 31, 2024. The CEDC Board approved the First Amendment to the Performance Agreement at their May meeting. No changes to the financial obligations are being considered.

Legal Review:
The CEDC Attorney has reviewed the First Amendment to the Performance Agreement.

Supporting Documents:
1. Swirls Bakery LLC- First Amendment - Resolution

Financial Consideration:
There are no changes being considered to the financial obligations at this time.

Staff Recommendation:
The CEDC Board recommends approval.

RESOLUTION NO. 2024-___R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING AN AMENDMENT TO AN ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BY AND BETWEEN THE CELINA ECONOMIC DEVELOPMENT CORPORATION (HEREINAFTER REFERRED TO AS THE "CEDC") AND FOR AN AMOUNT NOT TO EXCEED $100,000.

WHEREAS, the City Council CEDC desires to promote economic development within Celina; and

WHEREAS, Developer has applied to CEDC for financial assistance necessary to operate a restaurant facility (hereinafter referred to as "Facility") to be located at 107 S. Colorado Street, Celina, Texas; and

WHEREAS, the CEDC's Board of Directors have determined the financial assistance to be provided to Developer pursuant to the Agreement is consistent and meets the definition of "project" as that term is defined in Sections 501.152 and 505.152 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Celina, Texas, to approve all programs and expenditures of the CEDC, and accordingly the Agreement is not effective until City Council has approved this project at a City Council meeting called and held for that purpose.

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

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

SECTION 3. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Resolution shall be effective from and after its date of passage in accordance with law.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 14th day of May 2024.

CITY OF CELINA

_____

Ryan Tubbs, Mayor

ATTEST:

_____

Lauren Vaughns, City Secretary

EXHIBIT A

FIRST AMENDMENT TO A PERFORMANCE AGREEMENT

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FIRST AMENDMENT
TO
PERFORMANCE AGREEMENT

This **FIRST AMENDMENT TO PERFORMANCE AGREEMENT** (hereinafter referred to as the "First Amendment") is made and entered into by and between the **CELINA ECONOMIC DEVELOPMENT CORPORATION,** a Texas non-profit corporation (hereinafter referred to as the "CEDC"), and **SWIRLS BAKERY LLC**, a Texas limited liability company (hereinafter referred to as the "Developer"):

RECITALS:

WHEREAS, on or about July 6, 2023, the CEDC and Developer entered into the original Performance Agreement (hereinafter referred to as the "Original Agreement") regarding financial assistance necessary to operate a retail establishment generally located at 107 S. Colorado Street, City of Celina, Texas; and

WHEREAS, the CEDC and Developer now desire to amend Sections 4(a), 4(b), 4(c), and 4(d) of the Original Agreement by changing the December 31, 2023 deadlines to August 31, 2024 deadlines and corresponding changes.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CEDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this First Amendment and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. AMENDMENT TO ORIGINAL AGREEMENT.

(a) **Amendment to Original Agreement.** That Section 4(a) of the Original Agreement is hereby amended to read as follows:

"(a) **Qualified Expenditures.** Developer covenants and agrees to submit to the CEDC invoices, receipts, or other documentation in a form acceptable to the CEDC for the Qualified Expenditures made to the Property in a minimum amount of **Four Hundred Seventy-Six Thousand Three Hundred Seventy-Seven and No/100 Dollars ($476,377.00)** by **August 31, 2024**."

(b) **Amendment to Original Agreement.** That Section 4(b) of the Original Agreement is hereby amended to read as follows:

"(b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained by **August 31, 2024,** a certificate of occupancy from the City of Celina,

Texas, for the Swirls Bakery retail establishment located on the Property."

(c) **Amendment to Original Agreement.** That Section 4(c) of the Original Agreement is hereby amended to read as follows:

"(c) **Operate Swirls Bakery Retail Establishment.** Developer covenants and agrees to maintain and operate the Swirls Bakery retail establishment located on the Property by **August 31, 2024**, and during the Term of this Agreement."

(d) **Amendment to Original Agreement.** That Section 4(d) of the Original Agreement is hereby amended to read as follows:

"(d) **Job Creation and Retention.** Developer covenants and agrees by **August 31, 2024**, and during the Term of this Agreement to employ and maintain a minimum of ten (10) Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **October 1, 2024**, and during the Term of this Agreement, Developer shall deliver to CEDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Annual Compliance Verification"). The Developer covenants and agrees beginning on **October 1, 2024**, and annually thereafter during the Term of this Agreement, there will be a total of **four (4)** Annual Compliance Verifications due and submitted to the CEDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports."

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this First Amendment:

(a) **Amendments.** This First Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this First Amendment. No alteration of or amendment to this First Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this First Amendment shall lie in the state district courts of Collin County, Texas.

(c) **Assignment.** Neither Party shall have the right to assign its rights and/or obligations under this First Amendment, or any interest herein, without the prior written consent of the other Party.

(d) **Binding Obligation.** This First Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. CEDC warrants and represents that the individual executing this First Amendment on behalf of the CEDC has full authority to execute this First Amendment and bind the CEDC to the same. Developer warrants and represents that the individual executing this First Amendment on Developer's behalf has full authority to execute this First Amendment and bind it to the same.

(e) **Caption Headings.** Caption headings in this First Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the First Amendment.

(f) **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Effective Date.** The effective date (the "Effective Date") of this First Amendment shall be the date of the latter to execute this First Amendment by and between the CEDC and Developer.

(h) **Original Agreement and any Amendments.** All of the terms, conditions, and obligations of the Original Agreement, and any amendments remain in full force and effect except where specifically modified by this First Amendment.

(i) **Severability.** The provisions of this First Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this First Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the First Amendment shall be enforced as if the invalid provision had never been included.

(j) **Time is of the Essence.** Time is of the essence in the performance of this First Amendment.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CEDC:

CELINA ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Clint Bissett, President
Date Signed: 5-7-2024

DEVELOPER:

SWIRLS BAKERY, LLC,
a Texas limited liability company

By: _____
Kim Wickliffe
Title: Owner
Date Signed: 4/30/24

Life Connected.

GIS
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Ogi Colakovic, GIS Director
CC:	Robert Ranc, City Manager
Intiated by:	Ogi Colakovic
Date:	May 14, 2024
Re:	Resolution Renaming a Section of County Road 58 to North Celina Parkway

Action Requested:
Consider and act upon a Resolution renaming a section of County Road 58 to North Celina Parkway. (Colakovic)

Background Information:
As Legacy Hills Development nears completion of road construction, it aligns with standard procedure for cities to rename county roads to correspond with the thoroughfare plans. This presents an opportunity to rename County Road 58 to North Celina Parkway, consistent with the City's Master Thoroughfare Plan. Upon approval of the Resolution, Collin County will proceed to seek approval at Commissioner's Court, given that the road is not entirely maintained by the City of Celina.

Legal Review:
The City Attorney has been consulted.

Supporting Documents:
1. CR 58 change to N Celina Pkwy

Financial Consideration:
There are no financial obligations being considered at this time.

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, RENAMING A SECTION OF COUNTY ROAD 58 TO NORTH CELINA PARKWAY

WHEREAS, the City Council of the City of Celina adopted a revised street name approval policy, and map with historic name placeholders on May 12, 2015;

WHEREAS, policies of the City are revised from time-to-time;

WHEREAS, the City Council of the City of Celina desires to honor the historic heritage of the early families who settled in Celina; and

WHEREAS, the City Council of the City of Celina also desires to recognize prominent citizens, both living and deceased;

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

SECTION 1: The following street names shall be changed effective July 8th, pending corresponding County approval on July 1st. Street placards shall be replaced with the adopted names, and notice shall be given to property owners along such streets of the official change:

- County Road 58, from the most Northwestern point of PROP ID: 991378 to the most Northeastern point of PROP ID: 2855707 shall become North Celina Parkway, as depicted in Exhibit A.

SECTION 2: The City Council reviewed the revised Policy and hereby adopts the same,

SECTION 3: This Resolution shall take effect immediately upon its passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of May, 2024

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
Julie Fort, Attorney for the City
City of Celina, Texas

Exhibit "A"
Proposed County Road 58 Renaming Limits



Life Connected.

EDC
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Melissa Thomas, Interim EDC Director
CC:	Robert Ranc, City Manager
Intiated by:	Josh McCarroll
Date:	May 14, 2024
Re:	CEDC Amended and Restated Bylaws

Action Requested:
Consider and act upon a Resolution approving the Amended and Restated Bylaws of the Celina Economic Development Corporation. (Thomas)

Background Information:
The CEDC Bylaws were first adopted on November 14, 1996. Collaboratively, the CEDC Board of Directors, City Council, and Staff have worked to expand the Board from 5 to 7 members. Recently, on March 28, 2024, Staff received confirmation of the Secretary of State's approval of the Amended and Restated Articles of Incorporation.The proposed Amended and Restated Bylaws now reflect the transition to a 7-member Board of Directors, along with revisions to staggered term and emergency meeting requirements.

Legal Review:
The CEDC Attorney has reviewed the Amended and Restated Bylaws of the Celina Economic Development Corporation.

Supporting Documents:
1. CEDC Bylaws - Council Resolution w Exhibit

Financial Consideration:
There are no financial obligations being considered at this time.

Staff Recommendation:

The CEDC Board recommends approval.

RESOLUTION NO. 2024-___R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEAXAS, APPROVING AMENDED AND RESTATED ORGANIZATIONAL BYLAWS OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas (Council) previously approved Bylaws for the CEDC; and

WHEREAS, the CEDC Board voted in favor of the amended Bylaws; and

WHEREAS, the Council has determined that approving the amended and restated Bylaws would be in the CEDC's best interest.

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

SECTION 1. RECITAL INCORPORATED. The recitals set forth above are incorporated herein for all purposes as set forth in full.

SECTION 2. APPROVAL AND RECOMMENDATION OF THE AMENDED AND RESTATED BYLAWS. The Council reviewed the Amended and Restated Bylaws, attached hereto as Exhibit "A", and accepts and approves the amendments.

SECTION 3. EFFECTIVE DATE. The Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 14th day of May 2024.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

EXHIBIT A
AMENDED AND RESTATED BYLAWS

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AMENDED AND RESTATED BYLAWS
OF
CELINA ECONOMIC DEVELOPMENT CORPORATION

ARTICLE I
PURPOSE AND POWERS

Section 1. Purpose. The Celina Economic Development Corporation ("Corporation") is incorporated for the purposes set forth in its Articles of Incorporation, the same to be accomplished on behalf of the City of Celina, Texas (the "City") as its duly constituted authority and instrumentality in accordance with the Development Corporation Act of 1979, as amended; Chapter 501, 502 and 504 of the Texas Local Government. Code, and other applicable laws.

Section 2. Powers. In the fulfillment of its corporate purpose, the Corporation shall be governed by Chapters 501, 502 and 504 of the Texas Local Government Code (the "Act"), and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed herein.

ARTICLE II
OFFICES

Section 1. Principal Office: The Principal office of the Corporation in the State of Texas is 302 West Walnut Street, City of Celina, Collin County, Texas.

Section 2. Registered Office and Registered Agent: The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the Texas Business Organizations Code. The registered office may be, but need not be identical with the principal office of the Corporation in the State of Texas, and the address of the registered office may be changed from time to time by the Board.

ARTICLE III

Section 1. Members. The Corporation shall have no members or stockholders.

ARTICLE IV

Section 1. Powers, Number and Term of Office.

(a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") and, subject to the restrictions imposed by law, the ballot proposition authorizing sales tax for the Corporation, by the Articles of Incorporation, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.

(b) Board shall consist of seven (7) directors, each of whom, as well as each replacement, shall be appointed by the City Council (the "City Council") of the City. The City

Council shall consider an individual's experience, accomplishments and educational background in appointing members to the Board. The Board may make recommendations of individuals to the City Council for appointment to the Board.

(c) The respective initial terms of the Board are for staggered two (2) year terms. Thereafter, each successor member of the Board shall be appointed and serve for staggered two (2) years or until his or her successor is appointed as hereinafter provided. Unless otherwise provided, terms shall expire on September 1. No director shall serve more than three (3) full two (2) year terms for a total of six (6) years. Further, said director is eligible for reappointment to the Board after a two (2) year absence of service to the Board.

(d) Any director may be removed from office by the City Council at will.

Section 2. Meeting of Directors. The directors may hold their meetings at such place or places, but in any event within the City, as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Article II of these Bylaws.

Section 3. Open Meetings Act. All meetings and deliberations of the Board shall be called, convened, held and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, Section 551 of the Texas Government Code, as amended.

Section 4. Notice of Meetings. To the extent that the Open Meetings Act conflicts with provisions of this section, the Open Meetings Act shall govern. Each agenda of a regular Board meeting shall contain an item, titled "Citizens Forum", to allow public comment to be made by the general public concerning Board related matters, but the Board may only respond as allowed under the Texas Open Meetings Act.

(a) Regular meetings of the Board shall be held without the necessity of written notice to the directors at such times and places as shall be designated from time to time by the Board. Special Meetings of the Board shall be held whenever called by the President, Secretary, by a majority of the directors, by the Mayor of the City, or by a majority of the City Council.

(b) The President shall give notice to each director for any Emergency Meeting consistent with the Texas Open Meetings Act.

(c) Whenever any notice is required to be given to the Board, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postage paid envelope addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objection to the transaction of any business on the grounds that the meeting is not lawfully called or convened. The business to be transacted and the purpose of any Regular or Special meeting of the Board need be specified in the notice or waiver of such meeting. A waiver of notice in writing, signed by the person or persons entitles to said notice, whether before or after the time stated therein, shall be

deemed equivalent to the giving of such notice.

Section 5. Quorum and Voting. A majority of the directors shall constitute a quorum for the conduct of the official business of the Corporation. The affirmative vote of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the Board action, unless the act of a greater number is required by law. A director may not vote by proxy. Directors must be present in order to vote at any meeting, unless virtual attendance is authorized by law, Executive Order of the Governor, or similar authority. Regular attendance at the Board meetings is required of all directors. The following number of absences shall constitute the basis for replacement of a director: (a) three (3) consecutive unexcused absences from meetings of the Board shall cause the position to be considered vacant, and/or (b) the position of any director who has four (4) unexcused absences in a twelve (12) month period shall be considered vacant.

Section 6. Conduct of Business.

(a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board or the law.

(b) At all meetings of the Board, the president shall preside, and in the absence of the president, the vice president shall preside. The secretary shall preside at Board meetings and in the absence of the president and the vice president.

(c) The president has the authority to place items on the agenda. Otherwise, placement of an item on the agenda requires the consensus of two (2) Board members.

Section 7. Compensation of Directors. Directors shall not receive a salary or any other compensation for their service as directors. However, directors may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties.

Section 8. Ex Officio Members. The City Council may designate two (2) 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.

ARTICLE V
OFFICERS

Section 1. Titles and Term of Office.

(a) The officers of the Corporation shall be a president, a vice president, a treasurer, a secretary, and such other officers as the Board may from time to time elect or appoint. Terms of office shall be one (l) year ending September 1, with the right of an officer to be reelected. A director may hold more than one office, but the same person may not hold both the office of president and secretary.

(b) All officers shall be elected by and be subject to removal from office at any time, by a vote of a majority of the entire Board.

(c) A vacancy in the office of any officer shall be filled for the remaining term by a vote of a majority of the entire Board.

Section 2. President. The president shall be the presiding officer of the Board with the following authority:

(a) Shall preside over all meetings of the Board.

(b) Shall vote on all matters coming before the Board.

(c) Shall have the authority, upon notice to the members of the Board, to call a Special Meeting of the Board when in his or her judgment such a meeting is required.

(d) Shall have the authority to appoint, with Board approval, standing committees to aid and assist the Board in its business undertakings or other matters incidental to the operation and functions of the Board.

(e) Shall have the authority to appoint, with Board approval, ad hoc committees which may address issues of a temporary nature or concern or which have a temporary effect on the business of the Board.

(f) In addition to the above-mentioned duties, the president shall sign or other designated person any deed, mortgage, bonds, contracts, or other instruments which the Board has approved and unless the execution of said document has been expressly delegated to some other officer or agent of the Corporation by appropriate Board resolution, by a specific provision of these Bylaws or by statute.

(g) In general, the president shall perform all duties incidents to the office, and such other duties as shall be prescribed from time to time by the Board.

Section 3. Vice President. The vice president shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be presumptive evidence of the president's absence or inability to act at the time of such action was taken.

Section 4. Secretary. The secretary shall cause to be kept the minutes of all meetings of the Board in books provided for that purpose, shall give and serve notice and may attest the signatures on all contracts as prescribed in these Bylaws, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, and shall in general perform all duties incident to the office of secretary subject to the control of the Board. The secretary may designate,

with Board approval, a staff person of the Corporation or City to assist in preparation of agendas, minutes, notices and books of the Corporation.

Section 5. Treasurer. The treasurer shall cause to be kept an accurate accounting of all financial records and securities and such other books and papers as the Board may direct, and shall in general perform all duties incident to the office of Treasurer, subject to the control of the Board. The treasurer shall also have the responsibility to monitor the handling, custody, and security of all funds and securities of the Corporation in accordance with these Bylaws. When necessary or proper, the treasurer may endorse and countersign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations in or drawn upon such bank(s) or depositories as shall be designated by the Board consistent with these Bylaws. The treasurer shall monitor the entry in the books of the Corporation full and accurate accounts of all monies received and paid out on accounts of the Corporation. The treasurer may designate, with Board approval, a staff person of the Corporation or City to keep and manage the financial records, securities and other records and documents the treasurer is responsible for monitoring.

Section 6. Executive Director. The executive director of the Corporation, if the Board feels that one is needed, shall be a compensated employee of the Corporation. The executive director shall be the chief executive officer of the Corporation responsible for all daily operations and the implementation of Board policies and resolutions. The executive director shall attend all called Board meetings and perform those duties and functions as the Board shall prescribe.

Section 7. Assistant Secretary and/or Treasurer. Any assistant secretaries and assistant treasurers may, at the option of the Board, be persons other than members of the Board, and they may be employees of the City.

Section 8. Election of Officers. The president and vice president, shall be elected from among the members of the Board.

Section 9. Compensation. The directors, including the directors serving in the offices of president and vice president of the Corporation, shall not receive any salary or compensation for their services, except that they may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties hereunder, including, but not limited to, the cost of travel, lodging and incidental expenses reasonably related to the corporate duties of the Board. Travel expenses incurred by directors for both regular and special meetings are not eligible for reimbursement. Other officers, who are not members of the Board, may be compensated as directed by the Board.

Section 10. Personnel. The Corporation may establish full-time and/or part-time personnel positions. Personnel positions so established shall be reflected in the Annual Corporate Budget and approved accordingly, as referenced in Article VI, Section 3 of these Bylaws.

Section 11. Contracts for Service. Consistent with state law, the Corporation may expend moneys and contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks, which will aid or assist the Board in the performance of its duties. City Council approval is required if the contract or expenditure

exceeds $50,000. Items identified in the budget as a specific line item of $49,999.99 or less do not require additional City Council approval. However, no contracts for services shall ever be approved or entered into by the Board which seeks or attempts to divest the Board of its discretion and policymaking functions in discharging the duties herein set forth. An administrative services contract shall be executed between the Board and the City for the services provided by any of the City's department. An administrative services contract shall be executed between the Board and the City for other City services or functions, with the City to be compensated as provided for therein.

ARTICLE VI

FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. Economic Development Plan. The Board shall research, develop, prepare, and submit to the City Council for its approval, an economic development plan for the City, which shall include proposed methods and the expected costs of implementation. The plan shall include both short-term and long-term goals for the economic development of the City. Said plan should take into consideration general development plans and policies of the City Council.

Section 2. Public Funds Investment Policy. Subject to approval by the City Council, the Board may adopt and may, from time to time, amend, an investment policy as required by Chapter 2256 of the Texas Government Code, commonly known as the "Public Funds Investment Act." In the event the Board has not adopted an investment policy for the Corporation, the Corporation shall follow the investment policy in effect at that time for the City.

Section 3. Annual Corporate Budget. On or before October 1st of each year, the Board shall adopt a proposed budget of expected revenues and proposed expenditures of the next ensuing fiscal year. The budget shall not be effective, nor shall expenditures occur until the same has been approved by the City Council.

Section 4. Books, Records, Audits.

(a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs. The Corporation may maintain any financial records solely at the City offices.

(b) The books, records, accounts, and financial statements of the Corporation shall be audited at least once each fiscal year by an outside, independent auditing and accounting firm approved by the Board. Such audit shall be at the expense of the Corporation.

Section 5. Deposit and Investment of Corporate funds.

(a) All proceeds from the issuance of bonds, notes, and other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the resolutions, orders, indentures, or other documents authorizing or relating to the issuance.

(b) All other monies of the Corporation shall, with Board and City Council approval, be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City, unless the Board and City Council have approved a separate investment policy for the Corporation. The Board shall designate authorized signatures on all payment authorization and/or check requests. The accounts reconciliation and investment of such funds and accounts may be reviewed by the City Council, or their designee, at the City's expense.

(c) The treasurer, assistant treasurer, or a different person so designated by the Board in accordance with Article V, Section 5 shall take what necessary classes or instruction to qualify to invest the Corporations funds as prescribed by law.

Section 6. Expenditures of Corporate Money. The moneys of the Corporation, including sales and use taxes collected pursuant to the Act, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitation:

(a) Expenditures for the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures or other agreements submitted to and approved by the City Council prior to the sale and delivery of the Obligations to the purchasers thereof required by Section 5 of this Article.

(b) All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by Section 3 of this Article.

Section 7. Contracts. As provided herein, the president or any two officers shall execute contracts or other instruments which the Board has approved and authorized in the name and on behalf of the Corporation. No contract or other transaction between the Corporation and any other corporation, person or entity shall be executed unless the majority of the Board who are present and approve by an affirmative vote such contract are persons with no interest in such other person or entity, provided that membership on the City Council shall not constitute an interest which shall disqualify directors from voting on contracts between the Corporation and the City.

Section 8. Issuance of Obligations. No Obligations, including refunding Obligations, shall be sold and delivered by the Corporation unless the City Council shall approve such Obligations by action taken no more than sixty (60) days prior to the date of sale of the Obligations.

Section 9. Conflicts of Interest. A Board member, officer of the Corporation, or member of the City Council may not lend money to or borrow money from the Corporation or otherwise transact business with the Corporation, except that the executive director may enter into an employment agreement with the Corporation. No officer or employee of the Corporation shall have a financial interest, direct or indirect, in any contract with the Corporation, to the extent prohibited by Chapter 171 of the Texas Local Government Code, or shall be financially interested,

directly or indirectly, in the sale to the Corporation of any land, materials, supplies or service where such financial interest is prohibited by state law. Any willful violation of this section shall constitute malfeasance in the office, and any officer or employee guilty thereof shall forfeit his or her office or position. Any violation of this section, with the knowledge, express or implied, of the person or corporation contracting with the Corporation shall render the contract involved voidable by the City Council.

Section 10. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 2. Seal. The seal of the Corporation shall be determined by the Board; but these Bylaws shall not be construed to require the use of the corporate seal.

Section 3. Resignation. Any director or officer may resign at any time. Such resignation shall be made in writing, addressed to the Mayor, City Secretary and the Board president, and shall take effect at the time specified therein; or, if no time is specified, at the time of its receipt by the president. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 4. Approval or Advice and Consent by the City Council. To the extent that these Bylaws refer to any approval by the City or the City Council or refer to advice and consent by the City Council, such approval, or advice and consent shall be evidenced by a certified copy of a resolution, order, or motion duly adopted by the City Council.

Section 5. Services of City Staff and Officers. Any request for services made to the departments of the City shall be made by the Board or its designee in writing to the City Manager. The City Manager may approve such request for assistance from the Board when he or she finds such requested services are available within the City and that the Board has agreed to reimburse the City for the cost of such services so provided, as provided in these Bylaws.

Subject to the authority of the City Manager under the Charter of the City, the Corporation shall have the right to utilize the services of the staff and employees of the City, provided (i) that the City Manager approves of the utilization of such services, (ii) that the Corporation shall pay, as approved by the City Manager, reasonable compensation to the City of such services, and (iii) the performance of such services does not materially interfere with the other duties of such personnel of the City. Utilization of the aforesaid City staff shall be solely by a contract approved by the City Council and the Board.

Section 6. Indemnification of Directors, Officers, and Employees.

(a) As provided in the Act, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

(b) The Corporation shall indemnify a person who was, is or has been threatened to be made a named defendant or respondent in a proceeding because the person is or was a Board member, officer, employee, or agent, but only if the determination to indemnify is made in accordance with the provision of Tex. Bus. Org. Code Ann. Chapter 8, as amended. If the cost of indemnification is not a line item in the budget, a budget amendment to reflect such costs is required.

(c) The Corporation shall indemnify each and every member of the Board, its officers, its agents, and each member of the City Council and each employee of the City to the fullest extent permitted by law and not otherwise covered by insurance, against any and all actions or omissions that may arise out of the functions and activities of the Corporation.

(d) The Corporation may purchase and maintain insurance on behalf of any Board member, officer, employee or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.

(e) Any indemnification or liability insurance provided under this Section may be obtained through the City's general insurance coverage.

Section 7. Applicability of City Charter, Code of Ordinances, Policies and Procedures. The Celina City Charter and all duly approved City ordinances, policies and procedures, or personnel policy, (a) except to the extent it conflicts with any term of an employment agreement existing on the date of adoption of these Amended and Restated Bylaws on _____, 2024, and (b) except those related to purchasing or selling of property, shall apply directly to the Corporation and the Board unless such charters, ordinances, policies or procedures are superseded by state law or not related to the functions of the Board. The Board has the prerogative to adopt other policies and procedures, in addition to those of the City provided they are not in conflict with existing City Charter, ordinances, policies and procedures. Where uncertainty exists that the Charter, ordinances, policies and procedures are unrelated to the functions of the Board, such interpretation shall be in favor of compliance with the City Charter, ordinances, policies, and procedures.

Section 8. Nepotism. No person related within the second degree by affinity or the third degree by consanguinity to any member of the Board, to any officer of the Corporation, or to any City employee shall be appointed to any paid office, position, clerkship or other position of service to the Corporation.

Section 9. Prohibited Acts. As long as the Corporation is in existence, no director, officer

or committee member of the Corporation shall:

(a) Do any act in violation of these Bylaws or a binding obligation of the Corporation;

(b) Do any act with the intention of harming the Corporation or any of its operations;

(c) Do any act that would make it improbable or unnecessarily difficult to carry on the intended or ordinary business of the Corporation;

(d) Receive an illegal personal or business benefit from the operation of the Corporation;

(e) Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation;

(f) Wrongfully transfer or dispose of Corporation property; including intangible property such as good will;

(g) Use the name of the Corporation (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business;

(h) Disclose any of the Corporation's privileged business information, trade secrets, or other confidential information to any persons not authorized to receive such information;

(i) Commit Corporation funds without the prior approval of the Board, and when required by these Bylaws, the City Council.

Further, the Corporation shall not have the power to own or operate any project as a business other than as lessor, seller, or lender pursuant to the requirements of any trust agreement securing the credit transaction. Accordingly, the user pursuant to any lease, sale or loan agreement relating to a project shall be considered to be the owner of the project for the purpose of the application of any ad valorem, sales and use taxes and other taxes levied or imposed by the state or any political subdivision of this state. The purchase and holding of mortgages, deeds of trust or other security interests and contracting for any servicing thereof shall not be deemed an operation of a project.

ARTICLE VIII

EFFECTIVE DATE, AMENDMENTS, DISSOLUTION OF THE CORPORATION

Section 1. Effective Date. These Bylaws shall become effective upon the occurrence of the following events:

(1) the adoption of these Bylaws by the Board; and

(2) the approval of these Bylaws by the City Council.

Section 2. Amendments to Articles of Incorporation and Bylaws. The Articles of Incorporation and the Bylaws may be amended by an affirmative vote of at least three (3) Board members present at any regular meeting or at any special meeting, and such amendment will be effective upon approval by the City Council. In addition, the City Council may amend the Articles of Incorporation or Bylaws on its own motion.

Section 3. Dissolution of the Corporation. Upon dissolution of the Corporation, titles to or other interest in any real or personal property owned by the Corporation at such time shall vest in the City of Celina, Texas.

Adopted this the 7th **day of** May **, 2024.**

Clint Bissett, CEDC President

ATTEST:

City Secretary

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrew Figueroa, Director of Public Works
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andrew Figueroa
Date:	May 14, 2024
Re:	Water Conservation and Drought Contingency Plans Adoption

Action Requested:
Consider and act upon an Ordinance replacing Article 13.04 "Water Conservation and Drought Response," and updating the City's Drought Contingency and Water Conservation Regulations by adopting the City's 2024 Drought Contingency Plan and adopting the City's 2024 Water Conservation Plan. (Figueroa)

Background Information:
Water conservation plans (WCP) develop a strategy or combination of strategies for reducing water consumption, reducing the loss or waste of water, improving, or maintaining the efficiency in water use, or increasing recycling and reuse of water.

Drought contingency plans (DCP) develop a strategy or combination of strategies that a water supplier, such as a Celina, can implement to monitor and respond to a drought or other temporary water supply shortage that can severely disrupt the water supply to customers. The purpose of a DCP is to conserve available water supply in times of drought and temporary water supply shortages by limiting the water available for non-essential uses, such as outdoor watering, and maintaining supplies for essential uses, such as drinking water, sanitation, and fire protection, to protect and preserve public health, welfare, and safety. The DCP includes drought stages and response measures that restrict water use within the water system under specific conditions. A DCP includes triggers for each drought stage, which are based on water supply or demand. The "triggering" criteria is information that is monitored to determine when to initiate a specific stage in the plan. The DCP also includes responses for each stage and targets for water use reductions for each planning stage.

The City of Celina must develop, implement, and submit updated WCP and DCP to the TCEQ

every five years per the Texas Water Code Chapter 11 and Title 30 Texas Administrative Code Chapter 288. The City's current WCP and DCP, which were adopted in 2019, are required to be updated by May 2024. These plans are developed on a regional approach to create uniformity among the different water suppliers to ensure the sustainability of water resources throughout the region.

Legal Review:
The Ordinance has been reviewed and approved by legal.

Supporting Documents:
1. Drought Contingency and Water Conservation Ordinance 2024
2. Water Conservation Plan 2024-Exhibit A
3. Drought Contingency Plan 2024- Exhibit B

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, AMENDING THE CODE OF ORDINANCES AT CHAPTER 13, "UTILITIES," ARTICLE 13.04 "WATER CONSERVATION AND DROUGHT RESPONSE," AND UPDATING THE CITY'S DROUGHT CONTIGENCY AND WATER CONSERVATION REGULATIONS BY ADOPTING THE CITY'S 2024 *DROUGHT CONTINGENCY PLAN* AND ADOPTING THE CITY'S 2024 *WATER CONSERVATION PLAN*; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS/REPEALING CLAUSE; PROVIDING FOR A PENALTY; AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas ("City") is a home rule municipality located in Collin and Denton Counties, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas; and

WHEREAS, Texas Local Government Code, Section 51.001(1) provides that the governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule, or police regulation that is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality; and

WHEREAS, the City Council of the City ("City Council") adopted Chapter 13, "Utilities," of the City of Celina Code of Ordinances, and has determined that Article 13.04 should be amended to update regulations for the City's drought contingency and water conservation plans, respectively; and

WHEREAS, on April 19, 2005 the City passed Ordinance No. 2005-18, known as the *Water Conservation and Emergency Water Demand Management Plan*, and also on April 19, 2005 the City passed Ordinance No. 2005-19, known as the Landscape Water Management Regulations Ordinance to be added to the *Water Conservation and Emergency Water Demand Management Plan*, and on August 13, 2009 the City also passed Ordinance No. 2009-05, known as the *Water Conservation and Emergency Water Demand Management Plan*; and

WHEREAS, the City desires to repeal Ordinance Nos. 2005-18, 2005-19, and 2009-05, and any other ordinances, policies, regulations, or resolutions governing water conservation, and adopt this newly updated Ordinance implementing a *Water Conservation Plan* in the City of Celina, Texas; and

WHEREAS, on April 19, 2005 the City passed Ordinance No. 2005-20, known as the *Drought Control Ordinance*, and on August 13, 2009 the City passed Ordinance No. 2009-06, known as the *Drought Contingency Regulations*, and on August 9, 2016 the City passed Ordinance No. 2016-57, known as the *Drought Contingency Plan*, in order to protect and guarantee an adequate water supply for the safety of the citizens of the City of Celina, Texas; and

WHEREAS, the City desires to repeal Ordinance Nos. 2005-20, 2009-06, and 2016-57, and any other ordinances, policies, regulations, or resolutions governing drought contingency, and adopt this newly updated Ordinance implementing a Drought Contingency Plan in the City of Celina, Texas; and

WHEREAS, under Texas Water Code Chapter 11 and Title 30 Texas Administrative Code Chapter 288, the City is required to review and update its water conservation and drought contingency plans every five (5) years; and

WHEREAS, after due deliberations and consideration, the City Council has concluded that the adoption of this Ordinance is in the best interests of the City of Celina, and the public health, safety, and welfare of its citizens.

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
ADOPTION OF WATER CONSERVATION PLAN

The City Council hereby adopts the City of Celina 2024 Water Conservation Plan ("*Water Conservation Plan*"), attached hereto as Exhibit A, and incorporated herein by reference as if set forth in full. A copy of the plan shall be kept on file in the office of the city clerk.

SECTION 3
ADOPTION OF DROUGHT CONTINGECY PLAN

The City Council hereby adopts the City of Celina 2024 Drought Contingency Plan ("*Drought Contingency Plan*"), attached hereto as Exhibit B, and incorporated herein by reference as if set forth in full. A copy of the plan shall be kept on file in the office of the city clerk.

SECTION 4
AMENDMENT OF ARTICLE 13.04

A. Chapter 13 "Utilities", Article 13.04, "Water Conservation and Drought Response", Division 2 "Water Conservation and Emergency Water Demand Management" of the City's Code of Ordinances is hereby amended to read entirely as provided in the Water Conservation Plan, attached hereto as Exhibit A.

B. Chapter 13 "Utilities", Article 13.04, "Water Conservation and Drought Response", Division 3 "Drought Contingency Plan" of the City's Code of Ordinances is hereby amended to read entirely as provided in the Drought Contingency Plan, attached hereto as Exhibit B.

SECTION 5
SEVERABILITY

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

SECTION 6
SAVINGS/REPEALING CLAUSE

All provisions of any ordinance, policy, resolution, action of the City Council, or other regulation adopted by the City, including ordinances 2005-18, 2005-19, 2005-20, 2009-05, 2009-06, and 2016-57, in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance or other regulation, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance or other regulation. Any remaining portions of said ordinances or regulations shall remain in full force and effect.

SECTION 7
PENALTY

Any person violating any of the provisions of this Ordinance, or the plans adopted by this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction shall be punished by a fine in accordance with the general penalty provision in Section 1.01.009 of the City of Celina Code of Ordinances, and as otherwise provided in the *Water Conservation Plan* and *Drought Contingency Plan*. Failing to comply with the provisions of the plans shall be subject to a fine not to exceed the sum of two thousand dollars ($2,000.00) and/or discontinuance of water service by the City. Proof of a culpable mental state is not required for a conviction of an offense under this section when the fine imposed does not exceed $500. When the fine exceeds $500, proof of culpable mental state is required for a conviction of an offense under this section. Each day a customer fails to comply with the plan is a separate violation. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin any violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 8
OPEN MEETING

That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
PUBLICATION

The City Secretary of the City of Celina is hereby directed to publish the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Texas Local Government Code.

SECTION 11
EFFECTIVE DATE

This Ordinance shall take effect immediately upon and after its passage and publication as provided by law.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____ day of _____ 2024, at which a quorum was present.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Vaughns, City Secretary

APPROVED AS TO FORM:

_____
Julie Fort, City Attorney

Exhibit A

2024 Water Conservation Plan

Exhibit B

2024 Drought Contingency Plan



Life Connected.

WATER CONSERVATION PLAN

CITY OF CELINA

TCEQ PWS ID# 0430004

May 14, 2024

Table of Contents

Introduction and Objectives 1

1. Texas Commission on Environmental Quality Rules 1

New rules amending 30 TAC Chapter 288 were approved by TCEQ commissioners on November 14, 2012 and made effective on December 6, 2012. The following is a summary of the key changes: 1

1.1 Minimum Water Conservation Plan Requirements 2

1.2 Additional Requirements for Larger Public Water Suppliers 3

1.3 Enhanced Water Conservation Program Strategies 3

2. Water Conservation Plan 4

2.1 Water Utility Profile 4

2.2 Record Management System 4

2.3 Water Conservation Planning Goals 4

2.4 Table 5

2.5 Basic Water Conservation Strategies 5

2.6 Accurate Supply Source Metering 5

2.7 Universal Metering, Meter Testing and Repair and Periodic Meter Replacement 6

2.8 Determination and Control of Water Loss 6

2.9 Continuing Public Education and Information Program 7

2.10 Non-Promotional Water Rate Structure 7

3. Landscape Water Management Program/Ordinances 8

4. Leak Detection, Repair and Water Loss Program 9

5. Additional Water Conservation Strategies 9

5.1 Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures 9

5.2 Reuse and Recycling of Wastewater and / or Gray Water 10

5.3 Pressure Control Program 10

5.4 Means for Measuring Success 10

5.5 Water Conserving Landscaping 10

5.6 Watershed Protection 11

5.7 Irrigation System Evaluations / Technical Assistance 11

5.8 Industrial, Commercial and Institutional (ICI) Audits 11

5.9 In-House Water Conservation Efforts 12

5.10 Water Conservation Coordinator 12

6. Implementation and Enforcement 12

7. Coordination with Regional Water Planning Group and UTRWD..... 12
8. Review and Update of Water Conservation Plan and Annual Reports..... 13
9. Current and Future Expansion Projects of the Water Distribution System..... 13

APPENDICES

A. Water Utility Profile
B. Landscape Water Management Ordinance
C. Letters to Region C Water Planning Group and Wholesale Water Supplier
D. Water Distribution Map
E. Certificate of Convenience and Necessity Map

Introduction and Objectives

Water supply has always been a key issue in the development of Texas. In recent years, the growing population and economic development of North Central Texas has led to increasing demands for water. Additional supplies to meet higher demands will be expensive and difficult to develop. Therefore, it is important that we make efficient use of existing supplies - - to minimize the need for new resources.

Effective water conservation can postpone or reduce the need for development of new water supplies, minimize the associated environmental impacts and reduce the high cost of water supply development. Even with robust conservation measures, new sources of water will be needed; conservation alone is not enough. To respond to the growing population of this region, the planning for new water resources must continue. The City of Celina considers water conservation (including reuse of reclaimed wastewater) an integral part of this planning process and water supply development process.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality ("TCEQ") has promulgated guidelines and requirements governing the development of water conservation plans for Public Water Suppliers. The City of Celina developed its original plans for water conservation and drought contingency in April 13, 2009, later amended in 2014, and 2019. This update of the Water Conservation Plan (the "Plan") has been coordinated with the suggested model water conservation plan prepared by Upper Trinity Regional Water District ("UTRWD") for its Members and Customers, such as the City of Celina; and is consistent with the latest TCEQ requirements outlined below.

Water is a basic tenant in all aspects of sustainability. Water conservation is one critical element of a water supplier's effort to meet future water supply needs, in an economical manner and without sacrificing quality of life standards. The following are the central objectives of this Plan:

- Reduce water consumption from levels that would prevail without conservation efforts;
- Reduce the loss and waste of water, as evidenced by per capita use;
- Provide support and incentives to retail customers to maintain and continue sound conservation practices;
- Continue to improve efficiency in the use of water and
- Extend the adequacy of current water supplies by reducing the pace of growth in the annual demand for water.

1. Texas Commission on Environmental Quality Rules

TCEQ rules governing the development of water conservation plans for Public Water Suppliers, such as City of Celina, are contained in Title 30, Part 1, Chapter 288, Subchapter A and Rule 288.2 of the Texas Administrative Code ("TAC"). A copy of these rules is included in Appendix A. The rules define a water conservation plan as:

> "A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water."

New rules amending 30 TAC Chapter 288 were approved by TCEQ commissioners on November 14, 2012 and made effective on December 6, 2012. The following is a summary of the key changes:

- A utility profile must be prepared in accordance with the Texas Water Use Methodology; water use data must include total gallons per capita per day (GPCD) **and** residential GPCD;

- All Public Water Suppliers must classify water sales and uses into the most detailed level of water use data currently available to the record management system (e.g., (i) residential (single family and multi-family), (ii) commercial, (iii) institutional, (iv) industrial, (v) agricultural and (vi) wholesale);

- Five-year and ten-year targets for water savings must include goals for municipal use in total GPCD **and** residential GPCD and

- The term "unaccounted-for uses of water" is replaced with "water loss."

1.1 Minimum Water Conservation Plan Requirements

The minimum requirements for water conservation plans for municipal uses by Public Water Suppliers required by TCEQ are summarized below.

- *Utility Profile*: In accordance with the Texas Water Use Methodology, including, but not limited to, information regarding population and customer data, water use data (including total GPCD and residential GPCD), water supply system data and wastewater system data. (Section 2)

- *Record Management System:* Allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the following sectors: (i) residential (single family and multi-family), (ii) commercial, (iii) institutional, (iv) industrial, (v) agricultural and (vi) wholesale). (Section 3)

- *Goals:* Specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use, in total GPCD and residential GPCD. The goals established by a Public Water Supplier are not enforceable under this subparagraph. (Section 4)

- *Accurate Metering Devices:* Metering devices have an accuracy of plus or minus five percent (5%) for measuring water diverted from the source of supply. (Section 5.1)

- *Universal Metering, Testing, Repair and Replacement:* A program for universal metering of both customer and public uses of water, for meter testing and repair and for periodic meter replacement. (Section 5.2)

- *Determination and Control of Water Loss:* Specific measures to determine and control water loss. The measures may include periodic visual inspections along distribution pipelines, periodic audits of the water system for illegal connections or abandoned services. (Section 5.3)

- *Continuing Public Education Program:* A continuing public education and information program regarding water conservation is required as part of the Plan. (Section 5.4)

- *Non-Promotional Water Rate Structure:* A water rate structure that is not "promotional," that is, rates that discourage waste and excessive use of water such as increasing block rate instead of volume discounts. (Section 5.5)

- *Landscape Water Management Strategy:* Implementing and achieving the efficient use and stewardship of water in landscape irrigation, including watering a maximum of two times per day and time-of-day watering provisions. It is an optional strategy within the TCEQ regulations.

- *Reservoir Systems Operational Plan:* If applicable, providing for the coordinated operation of reservoirs owned by the water supply entity within a common watershed or river basin in order to optimize available water supplies. (Section 5.7)

- *Means of Implementation and Enforcement:* The regulations require a strategy for implementing and enforcing the provisions of this Plan, as evidenced by an ordinance, resolution or tariff, and a description of the authority by which the Plan is enforced. (Section 8)

- *Coordination with Regional Water Planning Group:* Document that the Plan has been coordinated with the Regional Water Planning Group to ensure consistency with the appropriate approved regional water plan. (Section 9)

1.2 Additional Requirements for Larger Public Water Suppliers

Water conservation plans for municipal uses by Public Drinking Water Suppliers serving a population of 5,000 or more and/or a projected population of 5,000 or more within the 10 years subsequent to the effective date of this Plan must include the elements summarized below.

- *Program of Leak Detection, Repair and Water Loss Accounting:* A program of leak detection, repair and water loss accounting for the water transmission, delivery and distribution system in order to control for water loss. (Section 6.1)

- *Wholesale Customer Requirements:* If applicable, a requirement in every wholesale water supply contract entered into or renewed after official adoption of the water conservation plan, and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in Title 30 TAC Chapter 288. (Section 6.2)

1.3 Enhanced Water Conservation Program Strategies

TCEQ rules identify the following strategies as optional, if they are necessary to achieve the stated water conservation goals of the Plan.

- Conservation-oriented water rates and water rate structures (Section 5.5);

- Adoption of ordinances, plumbing codes and/or rules requiring water-conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition (Section 7.1);

- A program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;

- Reuse and/or recycling of wastewater and/or gray water, where feasible and appropriate (Section 7.2);

- A program for pressure control and/or reduction in the distribution system and/or for customer connections (Section 7.3);

- A method for monitoring the effectiveness and efficiency of the Plan (Section 7.4 and Section 10) and

- Any other water conservation practice, method or technique which the Public Water Supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan (Section 7.5 – 7.10).
- Irrigation System Evaluations / Technical Assistance: A program to provide irrigation system evaluations and technical assistance to Customers.

This Plan sets forth a program of long-term measures under which the City of Celina can improve the overall efficiency of water use and conserve its water resources. Short-term measures that respond to specific water management conditions (i.e., periods of drought, unusually high water demands, unforeseen equipment or system failure or contamination of a water supply source) are provided in the City of Celina's Drought Contingency Plan.

2. Water Conservation Plan

2.1 Water Utility Profile

Appendix A to this Plan provides the utility profile as recommended by TCEQ. The utility profile must be in accordance with the Texas Water Use Methodology developed by the Texas Water Development Board ("TWDB") and TCEQ to include information regarding population and customer data, water use data, water supply system data (including total GPCD and residential GPCD) and wastewater system data. A copy of the utility profile for the City of Celina will also be provided to UTRWD.

2.2 Record Management System

The City of Celina's current record management system is able to classify water use data into the following sectors: residential (single family and multi-family), commercial, institutional, agricultural and industrial.

2.3 Water Conservation Planning Goals

TCEQ rules require the adoption of specific water conservation goals as part of the Plan. The City of Celina has developed 5-year and 10-year target water saving goals (see Section 2.4 below) for municipal use in total GPCD and residential GPCD. Specific water conservation strategies are discussed in the subsequent sections of this Plan. The goals of this Plan include the following:

- Maintain accurate supply source metering to measure and account for the amount of water diverted from the source of supply;

- Maintain a program of universal metering, meter replacement and repair and periodic meter replacement;

- Maintain the level of water loss in City of Celina's water system below 15% annually;

- Raise public awareness of water conservation and encourage responsible public behavior through a coordinated public education and information program;
- Continue to implement a water rate structure to encourage water conservation;

- Implement and enforce the Plan by officially adopting the Plan through an ordinance / resolution / tariff, describing the authority by which the City of Celina will implement and enforce the Plan and documenting coordination with the Region C Water Planning Group;

- Maintain a program of leak detection and repair;

- Decrease waste in lawn irrigation by implementing and enforcing landscape water management regulations.

2.4 Table

Municipal Per Capita Target Water Saving Goals

	Historic 5-yr Average	5-yr Goal	10-yr Goal
Total GPCD	115.36	140	135
Residential GPCD	76.418	83	77
Water Loss GPCD	11.64	23	20
Water Loss (%)	10.15	15	14

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
4. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

2.5 Basic Water Conservation Strategies

This section outlines the City of Celina's basic water conservation program strategies that are planned to be implemented to achieve or exceed the stated water conservation goals above.

2.6 Accurate Supply Source Metering

City of Celina uses the following source(s) of water: treated surface water supplied by UTRWD. City of Celina meters all water delivered into the distribution system.

For surface water, UTRWD measures all water delivered to City of Celina using meters with an accuracy of plus or minus two percent (2%) in accordance with American Water Works Association ("AWWA") standards. Said meters are calibrated annually in accordance with AWWA standards. When necessary, UTRWD repairs or replaces meters not conforming to an accuracy of plus or minus two percent (2%).

2.7 Universal Metering, Meter Testing and Repair and Periodic Meter Replacement

Water usage for all customers of the City of Celina, including public and governmental users, is metered.

The City of Celina will continue to implement its meter testing and calibration program of its service connections to identify any water loss and to determine if the meter readings are outside the acceptable range according to American Water Works Association M6 standards.

Meters registering any unusual or questionable readings are tested for accuracy. Inaccurate meters are repaired or replaced as needed. The City of Celina replaces meters at 10–15-year intervals depending on meter size. Repair or replacement of larger general service meters is generally provided at 5–10-year intervals.

The City of Celina understands the benefits of Advanced Metering Infrastructure (AMI), including greater customer service opportunities and alerting retail customers of potential leaks. Utilizing the AMI system assists the city with maintaining the water loss calculations.

2.8 Determination and Control of Water Loss

Water loss is the difference between the amount of water produced or received and the amount delivered to retail, public and governmental users - - plus authorized but unmetered uses. Water loss can include several categories:

- Inaccuracies in retail meters;
- Accounts which are being used but have not yet been added to the billing system;
- Losses due to water main breaks and leaks in the water distribution system;
- Losses due to illegal connections and theft and
- Unmetered uses such as firefighting, flushing water mains and water for public buildings and water treatment plants.

Measures to control water loss are part of the routine operations of the City of Celina. Field crews and other personnel are expected to look for and report evidence of leaks in the water distribution system. Personnel are trained to watch for and report signs of illegal connections so they can be quickly addressed. Field crews use leak detection equipment routinely to identify unreported leaks throughout the water distribution system.

Water loss is calculated in accordance with the water utility profile in Appendix B. With the measures described in this Plan, the goal for the City of Celina is to maintain its water loss below fifteen percent (15%) annually. If water loss exceeds this goal, City of Celina will complete an audit of its water distribution system to determine the source(s) of and reduce the water loss.

According to the Texas Water Code Section 16.0121, all retail public water suppliers are required to submit a water loss audit once every five years. Retail public water suppliers with either an active financial obligation with the TWDB or having more than 3,300 connections must submit a water loss audit every

year. The City of Celina will complete the water loss audit every five years as required, and will be the primary tool that will be used to monitor water loss.

2.9 Continuing Public Education and Information Program

The ultimate success of any water conservation program depends on an informed public. Individual retail customers must have an awareness of the benefits and needs for water conservation. They must also have knowledge of how to contribute to the success of the Plan. City of Celina's public education and information program, including dedicated staff for this program, is designed to provide information to as many retail customers as possible. The City of Celina works in collaboration with UTRWD to provide this information. The City of Celina will promote its water conservation strategies including but not limited to as outlined in this Plan as well as the measures and activities discussed below.

- Informative School Program. Provide water conservation information to area schools. This may consist of providing literature and coloring books, classroom presentations, demonstrations, etc. Staff may also coordinate with local schools to have Upper Trinity staff make presentations and demonstrations about water conservation and watershed protection, including an Enviroscape watershed model, rainfall simulator, stream erosion trailer, etc.

- Literature Program. Include water conservation information with water bills monthly as well as make information available to the public at utility offices or other public places. Information may include material developed by the City of Celina's staff using material obtained from UTRWD, AgriLife Water University, TWDB, TCEQ and other sources that pertain to water conservation in general and specific to landscape irrigation conservation.

- Special Events and Promotions. Make available promotional / educational items at special events focusing on water conservation in the landscape, home and business. Items may include Texas SmartScape® bookmarks, water bottles, toilet-leak test kits, water conservation coloring books, etc.

- Website. Make information on water conservation available on the City of Celina's website and include links to sites with good information about water conservation, such as to Texas SmartScape, AgriLife Water University, TWDB and TCEQ.

- Speaking Engagements. Notify local organizations, schools and civic groups that the City of Celina's staff, and staff of UTRWD, are available to make presentations on the importance of water conservation and the best ways to save water.

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As a demonstration project, UTRWD maintains a water conservation garden to showcase the beauty and practicality of a water-conserving landscape. The conservation garden includes over 100 varieties of plants that are either native to North Texas or well adapted to the area, and is available for use by the City of Celina, garden clubs, developers or other civic groups who desire to advance their knowledge and use of water conservation practices in home and business landscapes.

2.10 Non-Promotional Water Rate Structure

The City of Celina has adopted an increasing block water rate structure that is intended to encourage water conservation and discourage waste and excessive use of water. The current water rates can be viewed on the city's website. https://www.celina-tx.gov/1197/City-Water-Rates .

3. Landscape Water Management Program/Ordinances

The City of Celina seeks to promote the efficient use and stewardship of water and to help UTRWD provide a consistent message throughout its service area. The City of Celina has implemented the following landscape water management strategies:

- *Watering Maximum of Two Days per Week.* Limit outdoor watering (automatic systems or hose-end sprinklers) to no more than two (2) days per week. Watering with hand-held hoses, soaker hoses or drip irrigation is allowed any time.

Twice Per Week Watering Schedule

Last Digit of Address	Allowed Landscape Watering Days
1, 3, 5, 7, 9	Saturday and Wednesday
0, 2, 4, 6, 8	Sunday and Thursday
Commercial and Industrial	Tuesday and Friday

- *Water Waste*. Prohibit the design, installation, and operation of irrigation systems that spray directly onto impervious surfaces such as sidewalks and roads or onto other non-irrigated areas. Require well maintained automatic irrigation systems to avoid waste of water, such as repairing broken sprinkler heads, or leaking or broken valves or pipes. Prohibit outdoor watering during any form of precipitation and during freezing temperatures, and overwatering resulting in water runoff of 50 feet or more from the property.

- *Time of Day Watering.* No outdoor watering with automatic irrigation systems or hose-end sprinklers from 10:00 am to 6:00 pm any day of the year. Watering with hand-held hoses, soaker hoses, or drip irrigation systems is allowed anytime.

These strategies are intended to be actively promoted by the City of Celina through public information programs for compliance by its customers. These strategies become mandatory and enforceable under the Drought and Emergency Response Stages 1 through 3.

Automatic Irrigation System Requirements:

- *Require all new irrigation systems include rain and freeze sensors;*

- *Require all new irrigation systems be in compliance with state design and installation standards (TAC Title 30, Part 1, Chapter 344);*

- *Prohibit the operation of irrigation systems that spray directly onto impervious surfaces such as sidewalks and roads or onto other non-irrigated areas;*

- *Require well maintained automatic irrigation systems to avoid waste of water, such as repairing broken sprinkler heads, or leaking or broken valves or pipes;*

- *Prohibit outdoor watering during any form of precipitation and during freezing temperatures and;*

- *Enforce strategies by a system of warnings followed by fines for continued or repeat violations.*

In addition, the City of Celina and UTRWD have implemented the 'Water My Yard' outdoor watering management program to the City of Celina's area. The 'Water My Yard' website, WaterMyYard.org, allows residents to receive weekly lawn watering recommendations, which are given in minutes. Recommendations are based on data from three weather stations that UTRWD maintains, as well as the landscape's needs, to prevent unnecessary overwatering. 'Water My Yard' is provided at no cost to residents, and the City of Celina will promote 'Water My Yard' in utility bills, newsletters and websites as appropriate.

4. Leak Detection, Repair and Water Loss Program

Most water leaks, illegal connections, abandoned water services or other means of water loss are discovered through the visual observation of field crews and other personnel, or are reported by the public. The City of Celina trains its personnel (e.g., meter readers, maintenance crews, etc.) to look for and report evidence of water leaks in the water distribution system to the appropriate department. Personnel are asked to watch for and report signs of illegal connections and abandoned services. All leaks are repaired as soon as possible, and all illegal connections and abandoned services are investigated as soon as possible in order to maintain a sound water system. Areas of the water distribution system in which numerous leaks and line breaks occur are programmed for replacement, as funds are available.

Specialized, state-of-the-art leak detection equipment is available to utilities in Texas to borrow free of charge from the Conservation Division of the TWDB to reduce water loss by detecting water leaks within the water distribution system.

5. Additional Water Conservation Strategies

The City of Celina has selected the following additional water conservation strategies, described below, to achieve the water conservation goals of the plan.

5.1 Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures

The State of Texas has required water-conserving fixtures in new construction and renovations since 1992, with standards updated in 2010 (Texas Administrative Code, Title 30, Section 290.252). The State's standards call for flows of no more than 2.2 gallons per minute (gpm) at a pressure of 60 pounds per square inch (psi) for faucets, 2.5 gpm for showerheads at 80 psi, 1.28 gallons per flush for toilets, 0.5 gallons per flush for urinals, and 1.6 gpm for commercial pre-rinse spray valves. Similar standards are now required nationally under federal law. These state and federal standards assure that all new construction and renovations will use water-conserving fixtures. The City of Celina has incorporated these plumbing code standards into its building regulations.

Over the next five (5) years, the City of Celina plans to evaluate the feasibility and merits of an optional rebate program to encourage replacement of older fixtures with water conserving fixtures. A rebate program may include but not limited to one or more of the following concepts:

- High-efficiency toilet replacement and rebate;
- Pressure reduction in the system or for individual customers;
- Rain/freeze sensors for irrigation systems;
- Smart controllers for irrigation systems;
- High-efficiency showerhead and sink aerators replacement;
- High-efficiency clothes washer rebates or
- Other water conservation incentive programs.

5.2 Reuse and Recycling of Wastewater and / or Gray Water

City of Celina cooperates with UTRWD in the promotion of and achieving reuse of treated effluent on a regular basis.

The City of Celina utilizes reuse treated effluent at the Wastewater Treatment Plant for internal washdown. The effluent wash down water is collected and recycled back into the wastewater treatment plant.

5.3 Pressure Control Program

The City of Celina has determined a reasonable system pressure for each of the two pressure zones in its retail distribution system and has installed internal pressure control stations and customer service pressure regulators where needed.

5.4 Means for Measuring Success

The City of Celina will make every effort to measure and quantify water savings achieved through its programs. The water saving results will be used to monitor the effectiveness and efficiency of the City of Celina's water conservation program. The results will also be regularly reported to UTRWD.

5.5 Water Conserving Landscaping

As part of its public education program, the City of Celina encourages its retail customers to incorporate Texas SmartScape® principles into their respective landscapes. Texas Smartscape was developed through the North Central Texas Council of Governments in cooperation with cities, utilities, and other agencies to educate citizens on the ecological, economic and aesthetic benefit of using landscape plants, shrubs, grasses and trees that are native or adapted to the regional climate and local conditions. Using Texas SmartScape principles can be both practical and beautiful, using earth-friendly techniques that conserve water resources and protect water quality.

5.6 Watershed Protection

Protecting our watershed is a priority need for every citizen and every community. As a double benefit, strategies that promote water conservation also tend to protect the quality of water resources. Using earth-friendly techniques, such as native and adaptive plant materials and organic techniques for landscaped areas, requires less water and less use of fertilizers, pesticides and other chemicals. Overuse or improper use of fertilizer, pesticides and other chemicals from landscape activities is also a major source of pollutants that find their way into water resources.

The City of Celina is participating in UTRWD's coordinated program for watershed protection aimed at educating the public about protecting local watersheds and water quality. To help communicate the important role that watersheds have in the water supply for this region, UTRWD created a watershed logo and sign for Customers', such as the City of Celina, use. The City of Celina has installed four watershed signs along roadways / waterways as a constant reminder that we need to keep our watersheds clean.

City of Celina has adopted the Denton County Greenbelt Plan and is evaluating various strategies to implement in City of Celina's respective area. City of Celina is also participating on the Coordinating Committee to encourage other municipalities to adopt the Plan as well.

5.7 Irrigation System Evaluations / Technical Assistance

To improve water conservation and efficiency in landscape watering practices, The City of Celina, in cooperation with UTRWD, provides technical assistance to retail customers (residential, industrial, commercial, and institutional). The City of Celina has partnered with UTRWD and M & M Irrigation Illumination to provide irrigation system evaluations to retail customers at no cost. During the evaluation, the licensed irrigator may identify potential system leaks, diagnose equipment malfunctions, and recommend equipment upgrades to enhance water efficiency. During the evaluation, education about good landscape watering practices and the use of earth-friendly materials is also shared with the retail customer.

5.8 Industrial, Commercial and Institutional (ICI) Audits

The City of Celina, in coordination with UTRWD, offers an outreach program to assist large water users find ways to operate more efficiently, save water and energy and lower their costs. Water savings are realized as the ICI customers implement audit recommendations. In addition to these audits, ICI customers who have implemented said recommendations and have taken proactive steps in using water more wisely and efficiently are publicly recognized.

In 2018, the Denton County Commissioners Court entered into an agreement to make the Property Assessed Clean Energy (PACE) financing program available to non-residential property owners. The PACE program provides low cost, long-term financing for energy and water efficiency upgrades for commercial, industrial, institutional, and multi-family properties. The City of Celina may promote this to ICI customers to encourage water use reduction.

5.9 In-House Water Conservation Efforts

The City of Celina has implemented an in-house water conservation program, that includes but is not limited to the below following elements:

- The City of Celina uses native or adapted drought tolerant plants, trees and shrubs in the majority of its landscapes;
- Irrigation at The City of Celina's facilities occurs during off-peak times at night and early morning to avoid evaporation losses;
- Irrigation is limited to the amount needed to promote survival and health of plants and lawns, including limitation on frequency and time-of-day watering; and
- Irrigation will be avoided on Saturday and Sunday if possible, since these are periods of high water use by the public.

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5.10 Water Conservation Coordinator

UTRWD has requested each Customer, such as the City of Celina, designate a Water Conservation Coordinator. State law now requires utilities with 3,300 connections or more to designate a Water Conservation Coordinator, according to Section 13.146 of the Texas Water Code. The Conservation Coordinator is responsible for the preparation, implementation and enforcement of the City of Celina's water conservation and drought contingency plans, as well as the preparation and submittal of annual conservation status reports and implementation of the City of Celina's conservation program.

6. Implementation and Enforcement

A copy of the City of Celina's ordinance / resolution indicating official adoption of the water conservation plan is provided in Appendix C. The Water Conservation Coordinator is authorized to implement and enforce the Plan as described in Section 5.10. Such responsibilities may involve:

- Overseeing the execution and administration of all Plan elements;
- Supervising the keeping of records for the program verification and to assess the program effectiveness and
- Making recommendations for changes in the Plan as needed.

7. Coordination with Regional Water Planning Group and UTRWD

The City of Celina has coordinated with the Region C Water Planning Group and UTRWD to ensure consistency with the approved regional water plan and UTRWD's water conservation plan. The City of Celina sent a copy of the draft ordinance(s) or resolution(s) implementing the Plan and the water utility profile to UTRWD for review and approval. After adoption, The City of Celina sent the final ordinance(s) or resolution(s), the Plan and the adopted water profile to UTRWD. Appendix D includes a copy of the letter sent to the Chair of the Region C Water Planning along with the City of Celina's Plan.

8. Review and Update of Water Conservation Plan and Annual Reports

As required by TCEQ rules, the City of Celina will review and update this Plan every five (5) years. The Plan will be updated as appropriate based on an assessment of the previous five-year and ten-year targets and any other new or updated information. The next revision of the Plan is due by May 1, 2024. Any revised Plan must be submitted to the TCEQ within 90 days of adoption and include an implementation report as provided in Appendix E. The revised plan must also be submitted to the TWDB within 90 days of adoption.

The City of Celina is also required to submit an annual report. Annual reports are due to TWDB by May 1 of each year to report the City of Celina's progress in implementing its water conservation plan. Said report will be used to monitor the effectiveness and efficiency of the City of Celina's water conservation program. The results of the annual report may also be used to plan conservation-related activities for the following year. The City of Celina will send a copy of the annual report to UTRWD by March 31 of each year. The Water Conservation Coordinator is the responsible party to ensure the required review and updates are completed.

9. Current and Future Expansion Projects of the Water Distribution System

Currently an additional 6 (six) million gallon ground storage tank is pending design that will be located at the Celina Road Pump Station, to meet current and future potable water demands. The ground storage tank will ensure that potable water storage for the City of Celina meets the Texas Administrative Codes pertaining to potable water storage capacities. Along with the projects listed in the City of Celina Capital Improvement Plan.

APPENDIX A

Water Utility Profile
(insert here)

APPENDIX B

Landscape Water Management Ordinance
(insert here)

APPENDIX C

Letters to Region C Water Planning Group and Wholesale Water Supplier

APPENDIX D

Water Distribution Map
(insert here)

APPENDIX E

Certificate of Convenience and Necessity Map
(insert here)



Life Connected.

DROUGHT CONTINGENCY PLAN

PREPARED FOR CITY OF CELINA

TCEQ PWS ID#0430004

May 14, 2024

Table of Contents

1. Introduction and Objectives 1
2. Applicable Rules of Texas Commission on Environmental Quality 2
3. Public Involvement 2
4. Provisions for Continuing Public Education and Information 3
5. Authorization 3
6. Application 3
7. Drought Contingency Plan - - Emergency Response Stages 4
   - 7.1 Initiation of Drought Response Stages 4
   - 7.2 Termination of Drought Response Stages 4
   - 7.3 Drought and Emergency Response Stages 5
   - A. Stage 1 – Water Watch 5
   - B. Stage 2 – Water Warning 7
   - C. Stage 3 – Water Emergency 9
8. Variances 12
9. Enforcement 13
10. Coordination with Regional Water Planning Group, UTRWD and Others 14
11. Review and Update of Drought Contingency Plan 14
12. Current and Future Expansion Projects of the Water Distribution System 14

APPENDICES

A. TCEQ Minimum Requirments of a Drought Contingency Plan – Subchapter B, Rule 288.20

B. Copy of Ordinance, order or resolution adopted by the City Council or Governing Board Implementing the Drought Contingency Plan

C. Coordination with Regional Planning Group

1. Introduction and Objectives

The purpose of this Drought Contingency Plan (the "Plan") is to provide for drought contingency measures for the City of Celina as required by the Texas Commission on Environmental Quality ("TCEQ") and the Upper Trinity Regional Water District ("UTRWD"). Such contingency measures may be needed during drought conditions, during an emergency and when water use approaches the Regional Treated Water System ("System") supply or the capacity of treatment and delivery facilities. Examples of drought or emergency conditions include low levels of water supply lakes, unusually high water demands, unforeseen equipment / system failure or contamination of the water supply source.

The City of Celina developed its original plans for drought contingency on April 13, 2009 later amended in 2014 and 2019. This update of the Plan has been coordinated with the suggested model drought contingency plan prepared by UTRWD for its Members and Customers, such as the City of Celina, and is consistent with TCEQ's model drought contingency plan and the latest requirements outlined below. The provisions and responses outlined in this Plan are intended to be uniformly applied among UTRWD's Members and Customers.

The City of Celina uses the following source(s) of water: treated surface water supplied by UTRWD. The total combined amount from these sources is normally sufficient to provide water for residential and commercial customers and to maintain adequate reserve quantities and pressure from storage facilities to meet emergency and firefighting demands.

Drought is a frequent and inevitable factor in the climate of Texas. Therefore, it is vital to plan for the effect that droughts will have on the use, allocation and conservation of water in the region. Drought contingency planning is one critical element of a water supplier's effort to reduce peak water demands and extend water supplies. The following are the central objectives of this Plan:

- Help assure reliability of water service to retail customers;
- Conserve the available water supply in times of drought and emergency;
- Maintain adequate water supplies for domestic use, sanitation and fire protection;
- Protect and preserve public health, welfare and safety;
- Minimize the adverse impacts of water supply shortages and
- Minimize the adverse impacts of emergency conditions affecting water supply.

2. Applicable Rules of Texas Commission on Environmental Quality

TCEQ rules governing the development of drought contingency plans for Municipal Uses by Public Water Suppliers, such as the City of Celina, are contained in Title 30, Part 1, Chapter 288, Subchapter B and Rule 288.20 of the Texas Administrative Code ("TAC"). A copy of these rules is included in Appendix A. The rules define a drought contingency plan as:

> "A strategy or a combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies."

Minimum Drought Contingency Plan Requirements

The minimum requirements contained in the TAC for drought contingency plans are covered in this Plan as follows:

Rule	Subject	Section
288.20(a)(1)(A)	Informing the Public & Providing Opportunity For Input	Section 3
288.20(a)(1)(B)	Provisions for Continuing Public Education & Information	Section 4
288.20(a)(1)(C)	Coordination with the Regional Water Planning Group	Section 10
288.20(a)(1)(D)	Criteria for Initiation Monitoring & Termination of Stages	Section 7
288.20(a)(1)(E)	Drought and Emergency Response Stages	Section 7
288.20(a)(1)(F)	Targets to be Achieved During Drought	Section 7
288.20(a)(1)(G)	Water Supply & Demand Mgmt Measures for Each Stage	Section 7
288.20(a)(1)(H)	Procedures for Initiation & Termination of Drought Stages	Section 7
288.20(a)(1)(I)	Procedures for Granting Variances	Section 8
288.20(a)(1)(J)	Procedures for Enforcement of Mandatory Restrictions	Section 9
288.20(a)(2)	Drought Plans for Privately-Owned Utilities	Section 12
288.20(a)(3)	Consultation with Wholesale Suppliers	Section 7
288.20(b)	Notification of Implementation of Mandatory Measures	Section 7
288.20(c)	Review & Update of Plan	Section 11

Also included in this Plan are statements of authorization (Section 5) and application (Section 6).

3. Public Involvement

The City of Celina previously provided opportunity for public input in the development of this Plan by the following means:

- Provided written notice of the draft Plan and the opportunity for the public to comment by newspaper or posted notice prior to adoption;
- Made the draft Plan available on the City of Celina's website;
- Provided a copy of the draft Plan to anyone requesting a copy and
- Held a public meeting at a time and location convenient to the public and provided written notice to the public concerning the draft Plan and meeting.

4. Provisions for Continuing Public Education and Information

The City of Celina will provide public information about the Plan at least annually, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by any of the following means:

- Prepare bulletins / newsletters describing the Plan and make said bulletins / newsletters available in utility bills, public facilities or other appropriate places;
- Make the Plan and its requirements available on the City of Celina's website;
- Include information about this Plan and water conservation on the City of Celina's website, and as part of its bulletins / newsletters, public service announcements and media reports and
- Notify local organizations, schools and civic groups that the City of Celina staff members are available to make presentations on the Plan (usually in conjunction with presentations on water conservation programs).

When provisions of the Plan are activated or when a drought response stage changes, the City of Celina will notify local media of the relevant issues, the appropriate drought response stage and the specific actions required of the public. The provisions of the Plan are mandatory and therefore, TCEQ shall be notified within five (5) business days. The information will also be publicized on the City of Celina's website. Billing inserts may also be used as appropriate means of disseminating information to the public.

5. Authorization

The City Manager or official designee, is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety and welfare, and to comply with applicable regulations or contractual requirements. Except as otherwise provided in the Plan, the City Manager or official designee, shall have the authority to initiate, to enforce and to terminate the measures provided herein for a drought or other water supply emergency. The authority to implement and enforce the Drought Contingency Plan is established in Ordinance No. ____ or Resolution No. ____, as provided in Appendix B.

6. Application

The provisions of this Plan shall apply to all persons, customers and property utilizing water provided by the City of Celina. The terms "person" and "customer" as used in the Plan include individuals, corporations, institutions, partnerships, associations and all other legal entities.

7. Drought Contingency Plan - - Emergency Response Stages

The City Manager, or official designee, may order the initiation or termination of a drought response stage or water emergency when one or more of the trigger conditions for that stage is met as provided in this Section. The triggering criteria described below are based on the ability of the City of Celina to deliver treated water to its customers and / or the ability of UTRWD to deliver treated water to the City of Celina. Water supply and / or demand conditions are monitored by both the City of Celina and UTRWD on a regular basis to determine when conditions warrant initiation or termination of a drought response stage.

7.1 Initiation of Drought Response Stages

The following actions will be taken when a drought response stage is initiated:

- The public will be notified through local media, the City of Celina's website and other appropriate methods as described in Section 3 above;

- Unless otherwise implemented by UTRWD, the City of Celina will notify UTRWD by telephone with a follow-up letter, e-mail or fax to confirm implementation of any drought response stage and to provide relevant details and

- The City of Celina will also notify the Executive Director of the TCEQ within five (5) business days.

When specific drought response stages are announced by UTRWD, the City of Celina and other entities receiving water from UTRWD are required to implement the appropriate measures. For other trigger conditions not announced by UTRWD, the City Manager or official designee, may implement contingency measures based on local conditions affecting the City of Celina; or for good cause may decide not to order the implementation of a drought response stage or water emergency even though one or more trigger criteria for the stages are met. Various factors are taken into account when making a decision about such stages, including circumstances unique to the City of Celina, the time of the year, weather conditions, the anticipation of replenished water supplies, use of an alternate water resource or the anticipation that additional facilities will become available on a timely basis to meet needs. The reason for such decision will be documented and communicated to UTRWD for the record.

7.2 Termination of Drought Response Stages

The following actions will be taken when a drought response stage is terminated:

- The public will be notified through local media, the City of Celina's website and other appropriate methods as described in Section 3 above;

- UTRWD will be notified by telephone with a follow-up letter, e-mail or fax to confirm the particular drought response stage has been terminated and

- The City of Celina will also notify the Executive Director of the TCEQ within five (5) business days.

The City Manager or official designee may decide not to order the termination of a drought response stage or water emergency even though the conditions for termination of the stage are met. Various factors could influence such a decision about whether to end a specific stage, including circumstances unique to the City

of Celina, the time of the year, weather conditions, and conditions within the local water distribution system or anticipation of other relevant factors that warrant continuation of measures for the drought stage. The reason for such decision will be documented and communicated to UTRWD for the record.

7.3 Drought and Emergency Response Stages

A. Stage 1 – Water Watch

Requirements for Initiation

The following are key conditions, any one of which may trigger this stage:

- UTRWD has announced Stage 1 – Water Watch, which may be a result of:
    - The total raw water supply in water supply lakes available to UTRWD has dropped below 75% (25% depleted) during the time period from April 1 to October 31; or
    - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below 80% (20% depleted) during the time period from November 1 to March 31; or
    - Dallas Water Utilities (a source of raw water to UTRWD) has initiated Stage 1 and given notice to UTRWD; or
    - UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 1; or
- Water demand has reached or exceeded 80% of delivery capacity for three consecutive days; or
- Water demand is approaching a level that will cause a reduced delivery capacity for all or part of the distribution system, as determined by the City of Celina or
- The water supply system has a significant limitation due to failure of or damage to important water system components.

Goal

Stage 1 is intended to raise public awareness of potential drought and water emergency problems. The goal for water use reduction under Stage 1 is five percent (5%) of total daily water use that otherwise would have occurred in the absence of drought contingency measures. If circumstances warrant, the City Manager can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Under this stage, customers will be requested to conserve water through mandatory and voluntary measures, and to comply with restrictions on certain non-essential water use as provided below. Specific measures to be implemented during the stage will be determined by the City of Celina's City Manager or official designee. The City Manager or official designee, may also take other actions not listed, if deemed necessary.

- Require reduction of water use through mandatory, maximum two-days-per-week landscape irrigation schedule for automatic irrigation systems and hose-end sprinklers. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems.

Twice Per Week Watering Schedule

Last Digit of Address	Allowed Landscape Watering Days
1, 3, 5, 7, 9	Saturday and Wednesday
0, 2, 4, 6, 8	Sunday and Thursday
Commercial, Institutional, and Industrial	Tuesday and Friday

- Require reduction of water use through mandatory time-of-day landscape irrigation schedule. No outdoor watering with automatic irrigation systems and hose-end sprinklers can occur from 10:00 a.m. to 6:00 p.m. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems.
- A written variance or permit for the establishment of new sod and other landscape plants by all retail customers. Said variance or permit may allow for watering more than two days per week for up to 30 days to establish new plant material. After 30 days, the controller must be reprogrammed to only water no more than two days per week. Watering must be done in a manner that does not result in wasted water.

- Restrict washing of any motor vehicle, motorbike, boat, trailer, airplane or other vehicle to the use of a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash facility or commercial service station. Companies with an automated on-site vehicle washing facility may wash its vehicles at any time.

- Encourage reduction in frequency of draining and refilling swimming pools.

- Encourage customers to avoid waste during recreational use (water used for leisure and entertainment purposes) from faucets, hoses or hydrants.

- Increase public education efforts on ways to reduce water use.

- Review internal operational conditions and capabilities by the City of Celina and intensify efforts on leak detection and repair.

- Be alert to internal non-essential water use by the City of Celina (examples include vehicle washing, operation of ornamental fountains, landscape uses for parks or medians, etc.).

Termination

Stage 1 may terminate when UTRWD terminates its Stage 1 condition or when the circumstances that caused the initiation of Stage 1 – Water Watch no longer prevail.

B. Stage 2 – Water Warning

Requirements for Initiation

The following are key conditions, any one of which may trigger this stage:

- UTRWD has initiated Stage 2 – Water Warning, which may be a result of:
    - The total raw water supply in water supply lakes available to UTRWD has dropped below 60% (40% depleted) during the time period from April 1 to October 31; or
    - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below 65% (35% depleted) during the time period from November 1 to March 31; or
    - Dallas Water Utilities has initiated Stage 2 and given notice to UTRWD; or
    - UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 2; or

- Water demand has reached or exceeded 85% of delivery capacity for three consecutive days; or
- Water demand has reached a level that is causing a reduced delivery capacity for all or part of the distribution system, as determined by the City of Celina; or

- The water supply system is unable to deliver water at normal rates due to failure of or damage to major water system components or

- A significant deterioration in the quality of a water supply, being affected by a natural or man-made source.

Goal

The goal for water use reduction under Stage 2 is a ten percent 10% reduction in the use that would otherwise have occurred in the absence of drought contingency measures. If circumstances warrant, the City Manager can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Under this stage, customers will be requested to continue following the mandatory measures to conserve water and to comply with restrictions on certain non-essential water uses as provided below. Specific measures to be implemented during this stage will be determined by the City Manager or official designee. The City Manager or official designee, may also take other actions not listed, if deemed necessary. All

requirements of Stage 1 shall remain in effect during this Stage 2, plus the following incremental or new measures:

- Outdoor irrigation is limited to no more than one day per week and is mandatory under this Water Warning stage for automatic irrigation systems and hose-end sprinklers. This includes irrigation of landscaped areas with automatic irrigation systems and hose-end sprinklers. No outdoor watering with automatic irrigation systems and hose-end sprinklers can occur from 10:00 a.m. to 6:00 p.m. Irrigation of landscaped areas and building foundations is permitted for a maximum of two hours on any day if it is by means of a hand-held hose, drip irrigation or soaker hose systems.

Once Per Week Watering Schedule

(For Drought Contingency Plan Stage 2 Water Warning)

Last Digit of Address	Allowed Landscape Watering Days
1, 3	Monday
0, 2	Tuesday
5, 7	Wednesday
4, 6	Thursday
9	Friday
8	Saturday
Sunday – Commercial, Institutional, & Industrial	

- Prohibit recreational water use (water used for leisure and entertainment purposes) including use of faucets or hoses in such a manner that creates runoff or other wastes.

- Encourage further reduction in draining and filling of swimming pools.

- Prohibit new pool permits. If a permit for a new swimming pool, wading pool, Jacuzzi and hot tub was received prior to implementation of Stage 2, the owner may fill with water no more than one time, if necessary, to prevent structural damage.

- Further accelerate public education efforts on ways to reduce water use.

- Continue intensified leak detection and repair activities by the City of Celina on water pipes and mains.

- Reduce internal water use by the City of Celina, by restricting of no hosing off paved areas, buildings, windows or other hard surfaces and no vehicle washing except on the premises of a commercial car wash.

- The establishment of new sod and other landscaping plants is prohibited for existing landscape.

- Initiate engineering studies to evaluate alternatives to mitigate drought conditions should conditions worsen.

- The City of Celina is restricted to day-of-week and time-of-day landscape watering schedule except for parks and golf courses that utilize non-potable water or groundwater for irrigation.

- Require reduction of water use through day-of-week landscape watering schedule for parks and golf courses.

- Announce enforcement efforts and penalties for noncompliance.

- Enforcement to be primarily based on complaints being received.

Termination

Stage 2 may terminate when UTRWD terminates its Stage 2 condition or when the circumstances that caused the initiation of Stage 2 no longer prevail. Upon termination of Stage 2, Stage 1 – Water Watch will remain in effect unless otherwise announced by the City of Celina or UTRWD.

C. Stage 3 – Water Emergency

Requirements for Initiation

The following are key conditions, any one of which may trigger Stage 3:

- UTRWD has initiated Stage 3 – Water Emergency, which may be a result of:
    - The total raw water supply in water supply lakes available to UTRWD has dropped below 45% (55% depleted) during the time period from April 1 to October 31; or
    - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below 50% (50% depleted) during the time period from November 1 to March 31; or
    - Dallas Water Utilities has initiated Stage 3 and given notice to UTRWD; or
    - UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 3; or

- Water demand has reached or exceeded 90% of delivery capacity for three consecutive days; or
- Water demand exceeds the delivery capacity for all or part of the distribution system, as determined by the City of Celina; or
- Water supply system is unable to deliver water in adequate quantities due to failure of or damage to major water system components; or
- Interruption of one or more water supply source(s).
- Natural or man-made contamination of the water supply source that threatens water availability.

Goal

The goal for water use reduction under Stage 3 is a reduction of twenty percent 20% in the use that would otherwise have occurred in the absence of drought contingency measures. If circumstances warrant, the City Manager can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Customers will comply with the requirements and mandatory restrictions on non-essential and other water use as provided below. Specific measures to be implemented during this stage will be determined by the City Manager or official designee. The City Manager or official designee may also take other actions not listed, if deemed necessary. All requirements of Stage 1 and Stage 2 shall remain in effect during this Stage 3, plus the following incremental or new measures:

- Outdoor irrigation is prohibited. Irrigation of trees and building foundations is permitted one day per week and for a maximum of two hours between 6:00 p.m. and 10:00 a.m. if it is by means of a hand-held hose, drip irrigation or soaker hose systems.

Once Per Week Watering Schedule

(For Drought Contingency Plan Water Emergency - hand-held hose, drip irrigation or soaker hose systems only for a maximum of two hours between 6:00 p.m. and 10:00 a.m..)

Last Digit of Address	Allowed Landscape Watering Days
1, 3	Monday
0, 2	Tuesday
5, 7	Wednesday
4, 6	Thursday
9	Friday
8	Saturday
Sunday – Commercial, Institutional, & Industrial	

- Use of water to wash any motor vehicle, motorbike, boat, trailer or other vehicle not occurring on the premises of a commercial vehicle wash facility or commercial service stations is prohibited. Further, such washing may be exempt from these requirements if the health, safety and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and commercial vehicles used to transport food and perishables.

- Prohibit the filling, draining and refilling of water to swimming pools, wading pools, hot tubs, spas and ornamental ponds except to maintain structural integrity, proper operation and maintenance or to alleviate a public safety risk. Existing pools may add water to replace losses from normal use and evaporation.

- Suspend issuance of permits for new swimming pools, hot tubs, spas and ornamental ponds.

- Prohibit operation of splash pads.

- Hosing and washing of paved areas, buildings, structures, windows or other surfaces is prohibited except by variance and performed by a professional service using high efficiency equipment.

- Prohibit operation of ornamental fountains or ponds that use potable water except where supporting aquatic life or water quality.

- Landscape watering of parks, golf courses, and athletic fields with potable water is prohibited. Exception for golf course greens and tee boxes which may be hand watered as needed. Variances may be granted by the water provider under special circumstances.

  Prohibit non-essential internal water use by the City of Celina, except where water is supplied from treated wastewater effluent.

- No restrictions on commercial nurseries, construction, (except for planting and establishing sod and other landscape plants which is prohibited), patio misters, and for dust abatement), patio misters, and for dust abatement.

- Step-up enforcement activities.

- Implement utilization of alternative water sources if available.

Termination

Stage 3 may terminate when UTRWD terminates its Stage 3 condition or when the circumstances that caused the initiation of Stage 3 no longer prevail. Upon termination of Stage 3, Stage 2 – Water Warning will be initiated, unless otherwise announced by the City of Celina or UTRWD.

8. Variances

The City Manager or official designee, may grant temporary variances for existing water uses otherwise prohibited under this Plan if one or more of the following conditions are met:

- Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation or fire safety for the public or the person requesting the variance;
- Compliance with this Plan cannot be accomplished due to technical or other limitations and
- Alternative methods that achieve the same level of reduction in water use can be implemented.

Variances may be granted or denied at the discretion of the City Manager or official designee. However, no variances shall be granted under any circumstance if the City of Celina is in Stage 3 Water Emergency. All petitions for variances should be in writing and should include the following information:

- Name and address of the owner and a licensed Texas irrigator responsible for the variance;
- Purpose of water use;
- Specific provisions from which relief is requested;
- Detailed statement of the adverse effect of the provision from which relief is requested;
- Description of the relief requested including a proposed irrigation plan;
- Monthly report verifying the goal reductions;
- Period of time for which the variance is sought;
- On-call personnel with contact information for 24-hour a day repair response within one hour of notice;
- Alternative measures that will be taken to reduce water use;
- Other pertinent information.

9. Enforcement

Mandatory water use restrictions are imposed in Stages 1, 2 and 3 of the Plan. These mandatory water use restrictions will be enforced by any combination of warnings, reconnection fees, suspension of service, monetary penalties, citations, and fees as follows and authorized by the governing body:

- On the first violation, customers will be notified by a sign or door-hanger that they have violated the mandatory water use restriction.

- On the second violation, the City of Celina will request the resident to adjust their irrigation system; or, if the resident doesn't comply with said request, the City of Celina may disconnect said irrigation system. In addition, City of Celina may post notification of violation with reconnection fees and possible monetary penalties;

- On the third violation, the City of Celina will disconnect water service and post notification of violation with reconnection fees, fines and / or citations;

- The City of Celina maintains the right, at any violation level, to disconnect irrigation systems and / or total water services to a customer with reconnection fees and possible monetary penalties authorized by action of the governing body and

- The City Manager or official designee may implement any provision of the enforcement process of this Plan.

- Any police officer having jurisdiction may issue a citation for any violation.

- A person commits an offense if the person knowingly or unknowingly allows the use of water from the city for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by city manager, in accordance with provisions of this plan.

- Any person who violates this plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than $500.00 and not more than $2,000.00. Each day that one or more of the provisions in this plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this plan, the city manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established by the City of Celina Master Fee Chart. , and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city manager that the same action shall not be repeated while the plan is in effect. Compliance with this plan may also be sought through injunctive relief in the appropriate court.

- Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the

parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this plan and that the parent could not have reasonably known of the violation.

- Any employee of the city, police officer, or other employee designated by the city manager, may issue a citation to a person he/she reasonably believes to be in violation of this division. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the city municipal court on the date shown on the citation. A summons to appear may be issued in lieu of an arrest warrant.

10. Coordination with Regional Water Planning Group, UTRWD and Others

The City of Celina has coordinated with the Region C Water Planning Group and UTRWD to ensure consistency with the approved regional water plan and UTRWD's drought contingency plan. The City of Celina sent a copy of the draft ordinance(s) or resolution(s) implementing the Plan to UTRWD for review and approval. After adoption, the City of Celina sent the final ordinance(s) or resolution(s) and the Plan to UTRWD. Appendix C includes a copy of a letter sent to the Chair of the Region C Water Planning Group along with the City of Celina's Plan.

11. Review and Update of Drought Contingency Plan

As required by TCEQ rules, the City of Celina will review and update this Plan every five years. The Plan will be updated as appropriate based on new or updated information, such as the adoption or revision of the regional water plan or based on new or updated information related to the City of Celina's service area, population, water supply, transmission system and, for compliance with UTRWD requirements. The next revision of the drought contingency plan must be prepared, adopted, and submitted to TCEQ's Executive Director not later than May 1, 2024. Any revised Plan must be submitted to TCEQ within 90 days of adoption by the community water system.

12. Current and Future Expansion Projects of the Water Distribution System

Currently another 6 (six) million-gallon ground storage tank is pending design that will be located at the Celina Road Pump Station, to meet current and future potable water demands. The ground storage tank will ensure that potable water storage for the City of Celina meets the Texas Administrative Codes pertaining to potable water storage capacities. Along with the projects listed in the City of Celina Capital Improvement Plan.

APPENDIX A

TCEQ Minimum Requirements of a Drought Contingency Plan for Municipal Uses by Public Water Suppliers (Subchapter B, Rule §288.20) Effective October 7, 2004

(a) A drought contingency plan for a retail public water supplier, where applicable, must include the following minimum elements.

(1) Minimum requirements. Drought contingency plans must include the following minimum elements.

(A) Preparation of the plan shall include provisions to actively inform the public and affirmatively provide opportunity for public input. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.

(B) Provisions shall be made for a program of continuing public education and information regarding the drought contingency plan.

(C) The drought contingency plan must document coordination with the regional water planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans.

(D) The drought contingency plan must include a description of the information to be monitored by the water supplier, and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.

(E) The drought contingency plan must include drought or emergency response stages providing for the implementation of measures in response to at least the following situations:

(i) reduction in available water supply up to a repeat of the drought of record;

(ii) water production or distribution system limitations;

(iii) supply source contamination; or

(iv) system outage due to the failure or damage of major water system components (e.g., pumps).

(F) The drought contingency plan must include specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this subparagraph are not enforceable.

(G) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:

(i) curtailment of non-essential water uses; and

(ii) utilization of alternative water sources and/or alternative delivery mechanisms with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).

(H) The drought contingency plan must include the procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public.

(I) The drought contingency plan must include procedures for granting variances to the plan.

(J) The drought contingency plan must include procedures for the enforcement of mandatory water use restrictions, including specification of penalties (e.g., fines, water rate surcharges, discontinuation of service) for violations of such restrictions.

(2) Privately-owned water utilities. Privately-owned water utilities shall prepare a drought contingency plan in accordance with this section and incorporate such plan into their tariff.

(3) Wholesale water customers. Any water supplier that receives all or a portion of its water supply from another water supplier shall consult with that supplier and shall include in the drought contingency plan appropriate provisions for responding to reductions in that water supply.

(b) A wholesale or retail water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.

(c) The retail public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as the adoption or revision of the regional water plan.

APPENDIX B

Copy of Ordinance or Resolution Adopted by City Council or Governing Body (insert here)

APPENDIX C

Coordination with Regional Planning Group
(insert here)

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
Intiated by:	Scott Harper
Date:	May 14, 2024
Re:	Sutton Fields Phase 4B Easement Abandonment

Action Requested:
Consider and act on an Ordinance authorizing the release of the temporary access and no build easement shown on the plat for Sutton Fields Phase 4B covering Lot 34 Block UU and a portion of Lot 35X Block UU. (Glasgow)

Background Information:
A temporary access and no build easement was needed through a residential lot and the HOA lot to maintain proper access to the Phase prior to Bothwell Boulevard being extended to Parvin Road. Bothwell Boulevard has been completed and the temporary access easement is no longer needed. The easement was noted on the plat as by separate instrument but was never recorded with the County.

Legal Review:
Legal has reviewed and approved the document.

Supporting Documents:
1. 2024-0321_Release of Temporary Access & No Build Easement v2 CS
2. Sutton Fields - Phase 4B - Doc. No. 2021-102
3. SuttonFields Ph4B Esmt Abn - StarLocationMap

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends abandonment.

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

RELEASE OF TEMPORARY ACCESS AND NO BUILD EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

THIS RELEASE OF TEMPORARY ACCESS AND NO BUILD EASEMENT ("Release") is executed by the City of Celina, a municipal corporation, on this _____ day of _____, _____, 2024.

RECITALS:

WHEREAS, that certain Temporary Access and No Build Easement as located on all of Lot 34, and a portion of Lot 35X, Block UU, of Sutton Fields – Phase 4B, an addition to the City of Celina, Texas according to Final Plat recorded on March 11, 2021, and recorded under Document No. 2021-102, of the Real Property Records of Denton County, Texas (the "Easement"), burdens that certain tract of land as referenced above, and as shown on Exhibit A, attached hereto and made part hereof for all purposes (the "Property"); and

WHEREAS, the Easement was never recorded "By Separate Instrument" as referenced on said Sutton Fields – Phase 4B Final Plat, plat note 14, and is shown only on said plat; and

WHEREAS, the Easement language, as described by plat note 14 on the Final Plat, is not clear as to who the Easement was dedicated to; and

WHEREAS, the owner of the Property at the time of the granting of the Easement, MM Sutton Fields 4A-4B, LLC, has requested that the City release the Property from the Easement; and

WHEREAS, the City is agreeable to releasing the Easement in its entirety, to the extent that the City holds any interest.

NOW THEREFORE, the City, for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agrees that with respect to the Property, the Easement, and rights of way contained therein, are hereby abandoned, released and discharged, and are of no further force and effect, to the extent of any interests the City may hold in.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

EXECUTED as of the date set forth above.

City of Celina

By: _____
Name: _____
Its: _____

ACKNOWLEDGEMENT

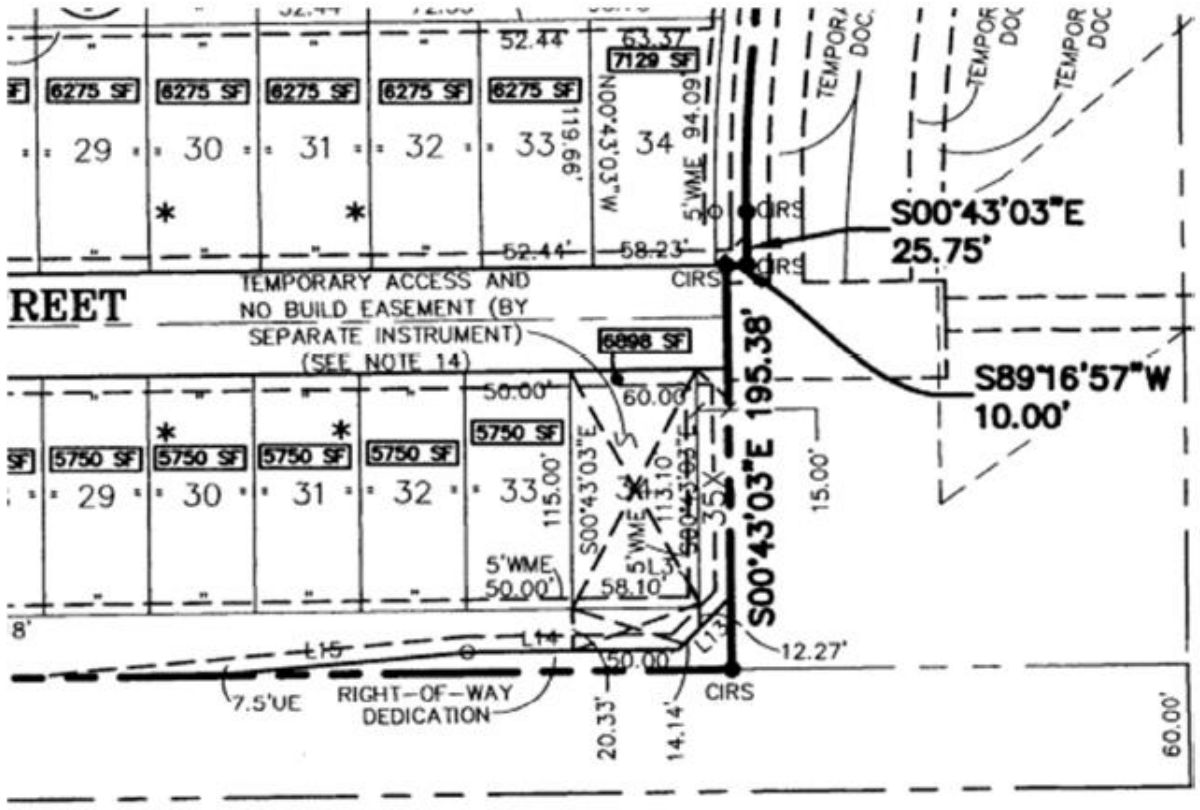
STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, as _____ of the City of Celina on behalf of said municipality.

_____
Notary Public in and for State of Texas

Exhibit A
Property

All of Lot 34, and a portion of Lot 35X, Block UU, of Sutton Fields – Phase 4B, an addition to the City of Celina, Texas according to Final Plat recorded on March 11, 2021, and recorded under Document No. 2021-102, of the Real Property Records of Denton County, Texas. Said portion of plat being depicted as follows:

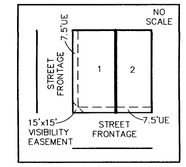


NOTES:

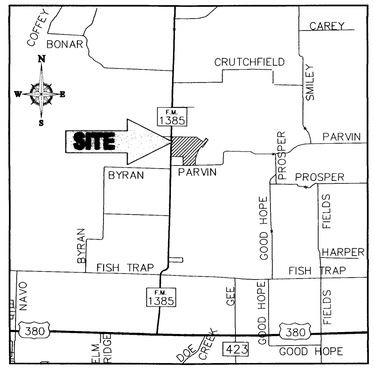
1. ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT.
2. THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE CITY REGARDING ANY APPLICABLE FEES DUE.
3. ALL COMMON AREAS WILL BE OWNED AND MAINTAINED BY THE HOA/POA. LOTS ENDING WITH AN "X" ARE HOA-OPEN SPACE LOTS. MAINTENANCE OF "X" LOTS SHALL NOT BE THE RESPONSIBILITY OF DENTON COUNTY OR THE CITY OF CELINA. SAID HOA-OPEN SPACE LOTS ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
4. ALL COMMON AREA/HOA LOTS OR FLOODPLAIN MAY CONTAIN A PUBLIC TRAIL AND SHALL PROVIDE AN ACCESS EASEMENT FOR THE PUBLIC TO USE THE TRAIL.
5. NOTICE – SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
6. THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY.
7. MINIMUM FINISHED FLOOR ELEVATIONS ARE AT LEAST 2 FEET ABOVE THE 100 YEAR FLOOD PLAIN.
8. THE SUBJECT PROPERTY DOES NOT LIE WITHIN A 100-YEAR FLOOD PLAIN ACCORDING TO COMMUNITY PANEL NO. 48121C0270G, DATED APRIL 18, 2011, OF THE NATIONAL FLOOD INSURANCE RATE MAPS FOR DENTON OR COLLIN COUNTY, TEXAS.
9. THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE "X" (UNSHADED) ON THE FLOOD INSURANCE RATE MAP, MAP NO. 48121C0270G, REVISION DATE APRIL 18, 2011. ZONE X (UNSHADED) IS DEFINED THEREON AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."
10. PERIMETER BOUNDARY CORNERS ARE 5/8-INCH IRON RODS WITH CAP MARKED "PETITT-RPLS 4087" FOUND AND INTERIOR LOT CORNERS ARE 1/2-INCH IRON RODS WITH CAP MARKED "BOHLER ENG."SET, UNLESS NOTED OTHERWISE. WHEN A RETAINING WALL OR SCREENING FENCE HAS BEEN PLACED AT THE REAR LOT CORNER, A 5/8-INCH IRON ROD MAY BE SET FIVE FEET (5') FROM THE REAR LOT CORNER ALONG THE SIDE LOT LINE.

NOTES: (CONTINUED)

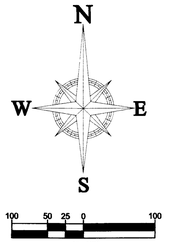
11. THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 – NAD 83 (CORS96 TEXAS NORTH CENTRAL ZONE NO. 4202). ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999849392677.
12. WATER AND SANITARY SEWER SERVICES TO BE PROVIDED BY MUSTANG SPECIAL UTILITY DISTRICT.
13. THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY THE CITY OF CELINA (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES, SUCCESSORS AND ASSIGNS: THE PORTION OF BLOCK L, LOT 10X AS SHOWN ON THE PLAT IS CALLED "DRAINAGE AND DETENTION EASEMENT." THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION WILL REMAIN ACCESSIBLE AT ALL TIMES AND WILL BE MAINTAINED IN A SAFE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL OF EROSION. NO CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT, AS HEREIN ABOVE DEFINED SHALL BE PERMITTED, UNLESS APPROVED BY THE CITY ENGINEER. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO ERECT OR CONSIDER ERECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY DRAINAGE IN OR DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR POINTS, TO INVESTIGATE, SURVEY OR TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES, EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE FAILURE OF ANY STRUCTURE OR STRUCTURES WITHIN THE EASEMENT.
14. ALL OF LOT 34, BLOCK UU, AND PORTIONS OF LOT 35X, BLOCK UU, AS SHOWN ON THE SEPARATE INSTRUMENT (WITH RECORDING INFORMATION), ARE ENCUMBERED BY A TEMPORARY ACCESS AND NO BUILD EASEMENT FOR THE PURPOSE OF PROVIDING A TEMPORARY ACCESS DRIVE TO CONNECT TO PARVIN ROAD. THE TEMPORARY ACCESS AND NO BUILD EASEMENT ON BOTH LOT 34 AND LOT 35X SHALL EXPIRE AND BECOME ABANDONED BY PREPARATION OF A SEPARATE INSTRUMENT ONLY.
15. PUBLIC TRAILS ARE ALLOWED ON HOA LOTS.
16. * DESIGNATES DRIVEWAY RESTRICTION LOCATIONS PER CITY OF CELINA. REFER TO GRADING PLANS FOR EXACT LOCATIONS.
17. ALL OF LOT 35X, BLOCK UU, SHALL BE A LANDSCAPE SETBACK. A PORTION OF LOT 33X, BLOCK RR, AND A PORTION OF LOT 34X, BLOCK UU, SHALL BE A 30' LANDSCAPE SETBACK PARALLEL AND EAST OF THE PROPOSED EAST RIGHT-OF-WAY DEDICATION LINE OF F.M. ROAD 1385.

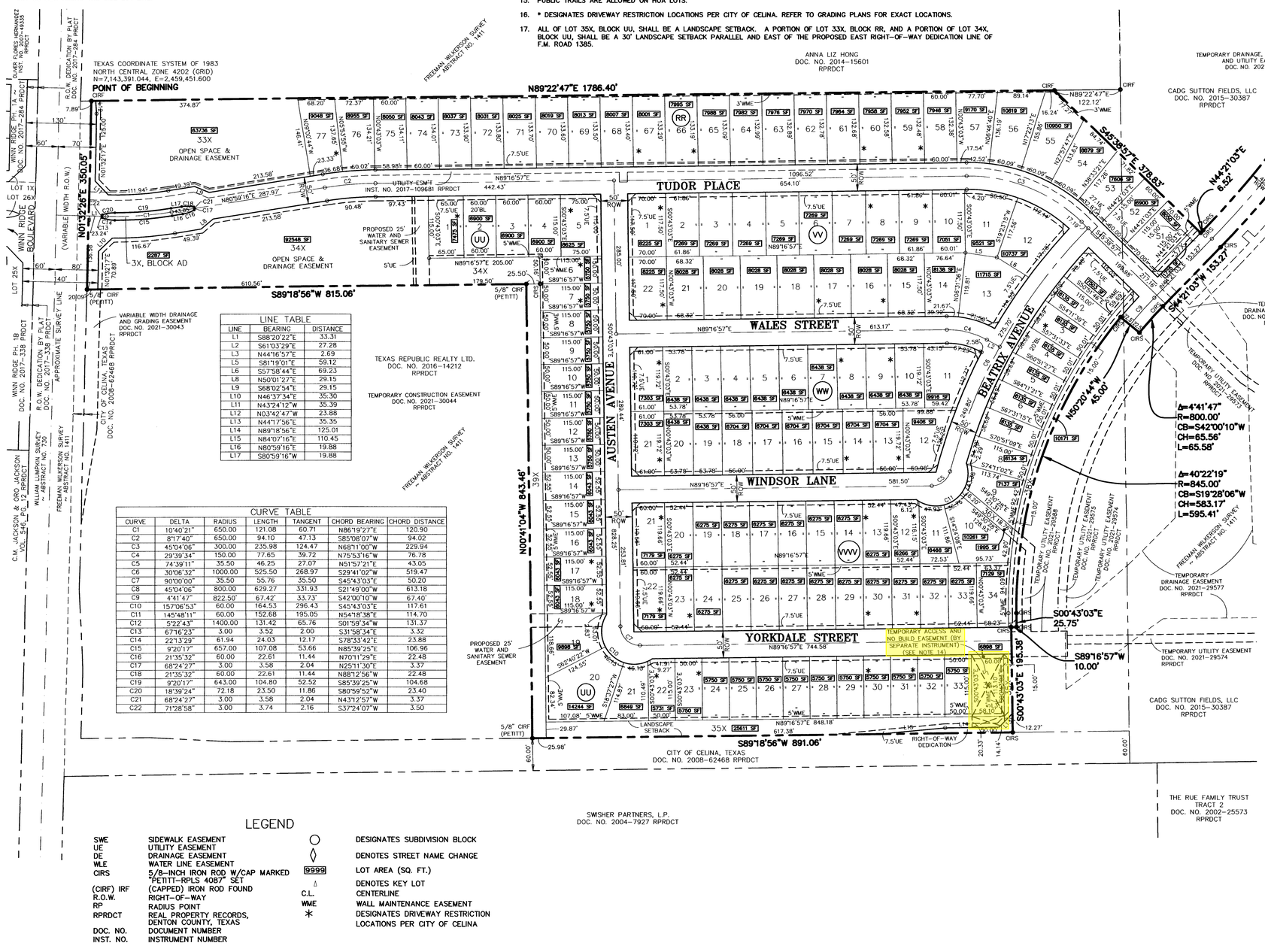


TYPICAL LOT LAYOUT
(EXCEPT AS SHOWN OTHERWISE)



LOCATION MAP
SCALE: N.T.S.





LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°20'22"E	33.31
L2	S61°03'29"E	27.28
L3	N44°16'57"E	2.69
L5	S81°19'01"E	59.12
L6	S57°58'44"E	69.23
L8	N50°01'27"E	29.15
L9	S68°02'54"E	29.15
L10	N46°37'34"E	35.30
L11	N43°24'12"W	35.39
L12	N03°42'47"W	23.88
L13	N44°17'56"E	35.35
L14	N89°18'56"E	125.01
L15	N84°07'16"E	110.45
L16	N80°59'16"E	19.88
L17	S80°59'16"W	19.88

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	10°40'21"	650.00	121.08	60.71	N86°19'27"E	120.90
C2	8°17'40"	650.00	94.10	47.13	S85°08'07"W	94.02
C3	45°04'06"	300.00	235.98	124.47	N68°11'00"W	229.94
C4	29°39'34"	150.00	77.65	39.72	N75°53'16"W	76.78
C5	74°39'11"	35.50	46.25	27.07	N51°57'21"E	43.05
C6	30°06'32"	1000.00	525.50	268.97	S29°41'02"W	519.47
C7	90°00'00"	35.50	55.76	35.50	S45°43'03"E	50.20
C8	45°04'06"	800.00	629.27	331.93	S21°49'00"W	613.18
C9	4°41'47"	822.50'	67.42'	33.73'	S42°00'10"W	67.40'
C10	157°06'53"	60.00	164.53	296.43	S45°43'03"E	117.61
C11	145°48'11"	60.00	152.68	195.05	N54°18'38"E	114.70
C12	5°22'43"	1400.00	131.42	65.76	S01°59'34"W	131.37
C13	67°16'23"	3.00	3.52	2.00	S31°58'34"E	3.32
C14	221°37'29"	61.94	24.03	12.17	S78°33'42"E	23.88
C15	9°20'17"	657.00	107.08	53.66	N85°39'25"E	106.96
C16	21°35'32"	60.00	22.61	11.44	N70°11'29"E	22.48
C17	68°24'27"	3.00	3.58	2.04	N25°11'30"E	3.37
C18	21°35'32"	60.00	22.61	11.44	N88°12'56"W	22.48
C19	9°20'17"	643.00	104.80	52.52	S85°39'25"W	104.68
C20	18°39'24"	72.18	23.50	11.86	S80°59'52"W	23.40
C21	68°24'27"	3.00	3.58	2.04	N43°12'57"W	3.37
C22	71°28'58"	3.00	3.74	2.16	S37°24'07"W	3.50

LEGEND

SWE	SIDEWALK EASEMENT	○	DESIGNATES SUBDIVISION BLOCK
UE	UTILITY EASEMENT	◊	DENOTES STREET NAME CHANGE
DE	DRAINAGE EASEMENT	9999	LOT AREA (SQ. FT.)
WLE	WATER LINE EASEMENT	Δ	DENOTES KEY LOT
CIRS	5/8-INCH IRON ROD W/CAP MARKED "PETITT-RPLS 4087" SET	C.L.	CENTERLINE
(CIRF) IRF	(CAPPED) IRON ROD FOUND	WME	WALL MAINTENANCE EASEMENT
R.O.W.	RIGHT-OF-WAY	*	DESIGNATES DRIVEWAY RESTRICTION LOCATIONS PER CITY OF CELINA
RP	RADIUS POINT		
RPRDCT	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS		
DOC. NO.	DOCUMENT NUMBER		
INST. NO.	INSTRUMENT NUMBER		

NOTES: (CONTINUED)

18. THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT HE OR SHE OR THEY SHALL CONSTRUCT UPON THE FIRE LANE EASEMENTS, AS DEDICATED AS SHOWN HEREON, A HARD SURFACE IN ACCORDANCE WITH THE CITY OF CELINA'S PAVING STANDARDS FOR FIRE LANE, AND THAT HE OR SHE OR THEY SHALL MAINTAIN THE SAME IN A STATE OF GOOD REPAIR AT ALL TIMES AND KEEP THE SAME FREE AND CLEAR OF ANY STRUCTURES, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR OBSTRUCTION, INCLUDING BUT NOT LIMITED TO THE PARKING OF MOTOR VEHICLES, TRAILERS, BOATS, OR OTHER IMPEDIMENTS TO THE ACCESSIBILITY OF FIRE APPARATUS. THE MAINTENANCE OF PAVING ON THE FIRE LANE EASEMENTS IS THE RESPONSIBILITY OF THE OWNER, AND THE OWNER SHALL POST AND MAINTAIN APPROPRIATE SIGNS IN CONSPICUOUS PLACES ALONG SUCH FIRE LANES, STATING "FIRE LANE, NO PARKING." THE LOCAL LAW ENFORCEMENT AGENCY(S) IS HEREBY AUTHORIZED TO ENFORCE PARKING REGULATIONS WITHIN THE FIRE LANES, AND TO CAUSE SUCH FIRE LANES AND UTILITY EASEMENTS TO BE MAINTAINED FREE AND UNOBSTRUCTED AT ALL TIMES FOR FIRE DEPARTMENT AND EMERGENCY USE.
19. THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT THE ACCESS EASEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE IN, ALONG, UPON, AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES OF THE CITY OF CELINA, ITS AGENTS, EMPLOYEES, WORKMEN, AND REPRESENTATIVES HAVING INGRESS, EGRESS, AND REGRESS IN, ALONG, UPON AND ACROSS SAID PREMISES.
20. THE AREA OR AREAS SHOWN ON THE PLAT AS "VAM" (VISIBILITY, ACCESS, AND MAINTENANCE) EASEMENT(S) ARE HEREBY GIVEN AND GRANTED TO THE CITY, ITS SUCCESSORS AND ASSIGNS, AS AN EASEMENT TO PROVIDE VISIBILITY, RIGHT OF ACCESS FOR MAINTENANCE UPON AND ACROSS SAID VAM EASEMENT. SHOULD THE CITY EXERCISE THIS MAINTENANCE RIGHT, THEN IT SHALL BE PERMITTED TO REMOVE AND DISPOSE OF ANY AND ALL LANDSCAPING IMPROVEMENTS, INCLUDING WITHOUT LIMITATION, ANY TREES, SHRUBS, FLOWERS, GROUND COVER AND FIXTURES. THE CITY MAY WITHDRAW MAINTENANCE OF THE VAM EASEMENT AT ANY TIME. THE ULTIMATE MAINTENANCE RESPONSIBILITY FOR THE VAM EASEMENT SHALL REST WITH THE OWNERS. NO BUILDING, FENCE, SHRUB, TREE, OR OTHER IMPROVEMENTS OR GROWTHS, WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE VISIBILITY, SHALL BE CONSTRUCTED IN, ON, OVER, OR ACROSS THE VAM EASEMENT. THE CITY SHALL ALSO HAVE THE RIGHT BUT NOT THE OBLIGATION TO ADD ANY LANDSCAPE IMPROVEMENTS TO THE VAM EASEMENT, TO ERECT ANY TRAFFIC CONTROL DEVICES, OR SIGNS ON THE VAM EASEMENT AND TO REMOVE ANY OBSTRUCTION THEREON. THE CITY, ITS SUCCESSORS, ASSIGNS, OR AGENTS SHALL HAVE THE RIGHT AND PRIVILEGE AT ALL TIMES TO ENTER UPON THE VAM EASEMENT OR ANY PART THEREOF FOR THE PURPOSES AND WITH ALL RIGHTS AND PRIVILEGES SET FORTH HEREIN.
21. THE HOMEOWNERS ASSOCIATION (H.O.A.) SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF THE STORM WATER DETENTION SYSTEM AND STORM DRAINAGE SYSTEM IN COMMON AREA LOTS. THE HOMEOWNERS ASSOCIATION SHALL FURTHER HOLD THE CITY OF CELINA HARMLESS FROM ANY DAMAGES TO PERSONS, TO THE OWNER'S LOT, OR ANY LOT ARISING FROM SUCH MAINTENANCE RESPONSIBILITY. THE DETENTION EASEMENT SHOWN HEREUNDER SHALL NOT CREATE ANY AFFIRMATIVE DUTY TO THE CITY TO REPAIR, MAINTAIN, OR CORRECT THAT EXISTS OR OCCURS DUE TO THE NATURAL FLOW OF STORM WATER RUNOFF INCLUDING BUT NOT LIMITED TO STORM WATER OVERFLOW, BANK EROSION AND SLOUGHING, LOSS OF VEGETATION AND TREES, BANK SUBSIDENCE AND INTERFERENCE WITH STRUCTURES, THE CITY RETAINS THE RIGHT TO ENTER UPON THESE EASEMENTS FOR PUBLIC PURPOSES.

FINAL PLAT

SUTTON FIELDS – PHASE 4B

138 RESIDENTIAL LOTS
8 HOA-OPEN SPACE LOTS
7.53 ACRES RIGHT-OF-WAY DEDICATION

35.223 ACRES OUT OF THE FREEMAN WILKERSON SURVEY, ABSTRACT NO. 1411;

CITY OF CELINA, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
801 E. CAMPBELL ROAD, SUITE 142
RICHARDSON, TEXAS 75081
214-484-7055

BOHLER
6017 MAIN STREET
FRISCO, TEXAS 75034
469.458.7300
www.bohlerengineering.com
TSPE No. 18065
TBPLS No. 10194413
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING PROGRAM MANAGEMENT LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN PERMITTING SERVICES TRANSPORTATION SERVICES

FILE NO.	DATE	DRAWN	REVIEWED	APPROVED	SCALE	DWG. NO.
TSD195020	12/12/19	ASA	BL	BL	1" = 100'	1 OF 2

DEVELOPER:
LENNAR DEVELOPMENT COMPANY, LLC
320 CENTRAL PARKWAY E, SUITE 104
PLANO, TX 75074
PHONE:(469) 440-2701
CONTACT: RODERICK MIDDLEBROOK

OWNERS:
CADG SUTTON FIELDS, LLC & MM SUTTON FIELDS 4A-4B, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234
CONTACT: MEHRDAD MOAYEDI

SURVEYOR:
BOHLER ENGINEERING
6017 MAIN ST.
FRISCO, TX 75034
PHONE:(469)458-7300
CONTACT: BILLY M LOGSDON, JR

Filed for Record
in the Official Records Of:
Denton County
On: 3/11/2021 11:36:23 AM
In the PLAT Records
SUTTON FIELDS
Doc Number: 2021-102
Number of Pages: 2
Amount: 100.00
Order#:20210311000484
By: CC

BOHLER ENGINEERING - ALL RIGHTS RESERVED
USE OF THESE PLANS IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN THE ORIGINAL PROJECT OR THE PURPOSE ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING, IS PROHIBITED

STATE OF TEXAS §
COUNTY OF DENTON §

We, **CADG Sutton Fields, LLC & MM Sutton Fields 4A–4B, LLC**, owners of the land shown on this plat within the area described by metes and bounds as follows:

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

WHEREAS CADG Sutton Fields, LLC & MM Sutton Fields 4A–4B, LLC are the owners of that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, in Denton County, Texas, according to deeds recorded in Document Number 2015–30204, of the Real Property Records of Denton County, Texas (RPRDCT), and Document Number 2015–30387, RPRDCT, and Document Number 2019–17527, RPRDCT and being part of that certain tract of land described in deed to Frisco Industrial Partners recorded in Document Number 2008–66233, RPRDCT, and part of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005–86220, RPRDCT, and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod with cap marked "PETITT–RPLS 4087" found, said iron rod being located on the east right–of–way line of Farm to Market (FM) Road No. 1385 (variable width R.O.W.), and being a northeast corner of that certain tract of land described in deed to the City of Celina, Texas recorded in Document No. 2008–62468 (RPRDCT);

THENCE North 89°22'47" East, leaving the east right–of–way line of FM Road No. 1385, and with the north line of said Frisco Industrial Partners tract, and the south line of that certain tract of land described in deed to Anna Liz Hong, recorded in Document No. 2014–15601 (RPRDCT), a distance of 1786.40 feet to a 5/8 inch iron rod with plastic cap marked "PETITT–RPLS 4087" found for corner, from which a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found at the northeast corner of said Frisco Industrial Partners tract bears North 89°22'47" East, a distance of 122.12 feet;

THENCE South 45°38'57" East, leaving the common line of said Frisco Industrial Partners tract and Anna Liz Hong tract, a distance of 378.83 feet to a 5/8–inch iron rod with cap marked "PETITT–RPLS 4087" found for corner;

THENCE over and across said Kim tract, the following courses to 5/8–inch iron rods with cap marked "PETITT RPLS 4087" set for corner:

North 44°21'03" East, a distance of 6.52 feet, said iron rod being located at the beginning of a tangent curve to the left;

Northeasterly, with said curve which has a central angle of 26°17'37", a radius of 1655.00 feet, a chord that bears North 31°12'14" East, a distance of 752.85 feet, and an arc length of 759.50 feet to the end of said curve;

South 71°56'34" East, a distance of 45.00 feet, said iron rod being located at the beginning of a non–tangent curve to the right;

Southwesterly, with said curve which has a central angle of 26°17'37", a radius of 1700.00 feet, a chord that bears South 31°12'14" West, a distance of 773.32 feet, and an arc length of 780.15 feet to the end of said curve;

South 44°21'03" West, a distance of 153.27 feet, said iron rod located at the beginning of a tangent curve to the left;

And Southwesterly, continuing over and across said Kim tract, and with said curve which has a central angle of 4°41'47", a radius of 800.00 feet, a chord that bears South 42°00'10" West, a distance of 65.56 feet, and an arc length of 65.58 feet to the end of said curve, a 5/8–inch iron rod with cap marked "PETITT RPLS 4087" set for corner;

THENCE North 50°20'44" West, continuing over and across said Kim tract, passing the common west line of said Kim tract, and the east line of said Frisco tract, continuing over and across said Frisco tract, a distance of 45.00 feet to a 5/8–inch iron rod with cap marked "PETITT RPLS 4087" set for corner at the beginning of a non–tangent curve to the left;

THENCE over and across said Frisco tract, the following courses to 5/8–inch iron rods with cap marked "PETITT RPLS 4087" set for corner:

Southwesterly, with said curve which has a central angle of 40°22'19", a radius of 845.00 feet, a chord that bears South 19°28'06" West, a distance of 583.17 feet, and an arc length of 595.41 feet to the end of said curve;

South 00°43'03" East, a distance of 25.75 feet;

South 89°16'57" West, a distance of 10.00 feet;

And South 00°43'03" East, a distance of 195.38 feet, said iron rod located on the north right–of–way line of Parvin Road (variable width right–of–way), as described in deed to the City of Celina, Texas, recorded in Document Number 2008–62468, RPRDCT;

THENCE South 89°18'56" West, with said north right–of–way line, a distance of 891.06 feet to a 5/8–inch iron rod with cap marked "PETITT RPLS 4087" set for corner, from which a 5/8–inch iron rod with cap marked "PETITT RPLS 4087" found at the southernmost southwest corner of said CADG tract;

THENCE North 00°41'04" West, leaving said north line of the City of Celina, Texas tract, and with a west line of said CADG Sutton Fields, LLC tract, a distance of 843.46 feet to a 5/8 inch iron rod with plastic cap marked "PETITT–RPLS 4087" set for corner;

THENCE South 89°18'56" West, with a south line of said CADG Sutton Fields, LLC tract, a distance of 815.06 feet to a 5/8 inch iron rod with plastic cap marked "PETITT–RPLS 4087" found for corner on an easterly line of said City of Celina, Texas tract, and said east right–of–way line of FM No. 1385;

THENCE North 01°32'26" East, with said east right–of–way line of FM No. 1385 according to City of Celina, Texas tract deed, a distance of 350.05 feet to the **POINT OF BEGINNING**, and containing 35.223 acres of land.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT CADG SUTTON FIELDS, LLC, a Texas Limited Liablity Company, & MM Sutton Fields 4A–4B, LLC, a Texas Liability Company, acting herein by and through its duly authorized officer, does hereby adopt this final plat designating the hereinabove described property as **SUTTON FIELDS – PHASE 4B**, an addition to the City of Celina, Texas, and does hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive aisles, parking spaces, parks, and trails, and to the public use forever easements for sidewalks, storm drainage facilities, floodways, water mains, wastewater mains, and other utilities and facilities, and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all times in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Celina. At no point shall any overhead utilities be installed on the subject property. The City of Celina and public utility entities shall have the right to access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

CADG SUTTON FIELDS, LLC, A TEXAS LIMITED LIABILITY COMPANY & MM SUTTON FIELDS 4A–4B, LLC A TEXAS LIMITED LIABILITY COMPANY

BY: CADG HOLDINGS, LLC,
A TEXAS LIMITED LIABILITY COMPANY
ITS SOLE MANAGING MEMBER

BY: MMM VENTURES, LLC,
A TEXAS LIMITED LIABILITY COMPANY
ITS MANAGER

BY: 2M VENTURES, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS MANAGER

MEHRDAD MOAYEDI
MANAGER

DATE: 3/8/2021

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared MEHRDAD MOAYEDI, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is manager of 2M Ventures, LLC, as manager of MMM Ventures, LLC, as manager of CADG Holdings, LLC, as sole managing member of CADG Sutton Fields, LLC, a Texas limited liability company, & MM Sutton Fields 4A–4B, LLC, a Texas limited liability company, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of March, 2021.

Notary Public in and for the State of Texas

Graham Maxey
Print Notary's Name

My Commission Expires: 5-12-2024

GRAHAM MAXEY
Notary Public, State of Texas
Comm. Expires 05-12-2024
Notary ID 132473474

CERTIFICATE OF REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §
COUNTY OF COLLIN §

I, Billy M Logsdon, Jr., a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

STATE OF TEXAS REGISTERED BILLY M. LOGSDON, JR. 6487 PROFESSIONAL LAND SURVEYOR

Billy M. Logsdon, Jr.,
Registered Professional Land Surveyor No. 6487

3-5-21
Date

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Billy M. Logsdon, Jr., 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 considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
this the 5th day of March, 2021.

Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
M. J. CHARLESTON
Notary Public, State of Texas
My Comm. Expires 02-27-2023
Notary ID 131910146

THE CITY OF CELINA TEXAS

CERTIFICATE OF PLAT APPROVAL

Approved

City Development Official
City of Celina, Texas

3/5/21
Date

Witness by hand this 9 day of March, 2021

City Secretary
City of Celina, Texas

FINAL PLAT

SUTTON FIELDS – PHASE 4B

138 RESIDENTIAL LOTS
8 HOA–OPEN SPACE LOTS
7.53 ACRES RIGHT–OF–WAY DEDICATION

35.223 ACRES OUT OF THE FREEMAN WILKERSON SURVEY, ABSTRACT NO. 1411;

CITY OF CELINA, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
801 E. CAMPBELL ROAD, SUITE 142
RICHARDSON, TEXAS 75081
214-484-7055

BOHLER
6017 MAIN STREET
FRISCO, TEXAS 75034
469.458.7300
www.bohlerengineering.com
TBPE No. 19065
TBPLS No. 10194413
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING | PROGRAM MANAGEMENT | LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN | PERMITTING SERVICES | TRANSPORTATION SERVICES

FILE NO.	DATE	DRAWN	REVIEWED	APPROVED	SCALE	DWG. NO.
TSD195020	12/12/19	ASA	BL	BL	N/A	2 OF 2

DEVELOPER:
LENART DEVELOPMENT COMPANY, LLC
520 CENTRAL PARKWAY E, SUITE 104
PLANO, TX 75074
PHONE:(469) 440-2701
CONTACT: ROSERICK MIDDLEBROOK

OWNER:
CADG SUTTON FIELDS, LLC &
MM SUTTON FIELDS 4A–4B, LLC
1900 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234
CONTACT: MEHRDAD MOAYEDI

SURVEYOR:
BOHLER ENGINEERING
6017 MAIN ST.
FRISCO, TX 75034
PHONE:(469)458-7300
CONTACT: BILLY M LOGSDON, JR

Filed for Record
in the Official Records Of:
Denton County
On: 3/11/2021 11:36:23 AM
in the PLAT Records
SUTTON FIELDS
Doc Number: 2021 – 102
Number of Pages: 2
Amount: 100.00
Order#:20210311000484
By: CC

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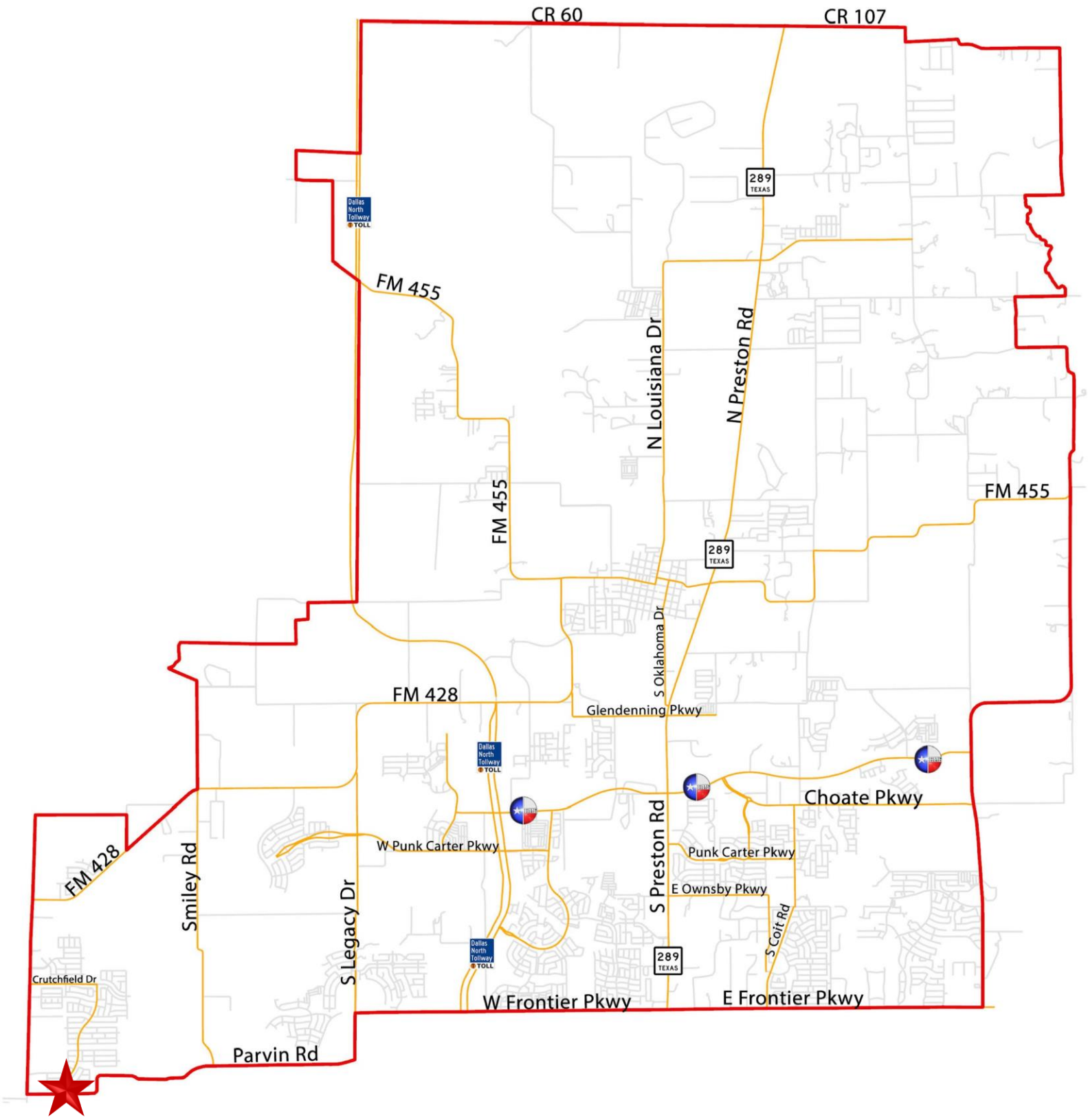
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TEXAS
Dallas North Tollway TOLL
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N Louisiana Dr
N Preston Rd
FM 455
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TEXAS
S Oklahoma Dr
FM 428
Glendenning Pkwy
Dallas North Tollway TOLL
Choate Pkwy
W Punk Carter Pkwy
Punk Carter Pkwy
S Preston Rd
E Ownsby Pkwy
S Coit Rd
FM 428
Smiley Rd
S Legacy Dr
Dallas North Tollway TOLL
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Daniel Galizia
Date:	May 14, 2024
Re:	FY 2024 Budget Amendment

Action Requested:
Consider and act on an Ordinance 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:
The City of Celina City Council adopts an annual operating budget that provides for approval of expenditures from October 1, 2023, to September 30, 2024. During the fiscal year, staff may need to provide the City Council budget amendment(s) to change the total appropriation for the FY 2023-2024 Budget.

The proposed amendment includes revenue from Celina ISD and expenditure offset for School Resource Officer Overtime, revenue from the City's insurance company and expenditure offset for Police and Fire vehicle insurance claims, and an increase to the annual street maintenance budget. The Finance Department reviews each amendment to provide for accountability of budgeted funds and determines if funding is available for the allocation.

Legal Review:
N/A

Supporting Documents:
1. Ordinance Amending the Budget May 14, 2024

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS
ORDINANCE NO. 2024-____

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, 2024, 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 14th day of May 2024.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A

Meeting date: May 14, 2024
FY 2024 Budget Amendment Detail

Budget Change # _____

Account #	Account Name	Description	Adjustment
102-400-000-4748	SRO Revenue	School Resource Officer Overtime	(27,226)
102-112-000-6105	Overtime	School Resource Officer Overtime	27,226
102-400-000-4707	Insurance Proceeds	Hail Damage 7 Police Units	(99,838)
102-112-000-6432	Vehicle Repairs	Hail Damage 7 Police Units	48,700
102-110-000-6432	Vehicle Repairs	Fire Department Ambulance Claim	51,138
106-31-3050	Fund Balance	Annual Street Maintenance Program	(1,250,000)
106-111-000-8502	Construction	Annual Street Maintenance Program	1,250,000

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Madhuri Mohan, Planning Director
CC:	Dusty McAfee, Director of Development Services
Intiated by:	Alexis Barnett
Date:	May 14, 2024
Re:	Parkside Terrace (Glory Villas Addition) - C-3 Expedited Annexation

Action Requested:
Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 5 acres; generally located east of KC Robinson Lane and approximately 1,000 feet south of Sunset Boulevard, within the Extraterritorial Jurisdiction (ETJ). (Parkside Terrace (Glory Villas Addition) - C-3 Expedited Annexation) (McAfee)

Background Information:
This item is related to the annexation of approximately 5 acres; generally located east of KC Robinson Lane and approximately 1,000 feet south of Sunset Boulevard. Please refer to the attached documents, as well as the associated zoning item, for further information.

The following three agenda items comprise one project on the agenda, per the below:

- Annexation Service Agreement (Consent) - Required of all annexation cases.
- **Annexation (Public Hearing) - Voluntary annexation of the subject property.**
- Zoning (Public Hearing) - Zoning the property in order to incorporate it into the townhome development to the northeast.

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

- Parcels
- Roads
- City Limits
- Subject Property

Parkside Terrace (Glory Villas)
Location Map
City of Celina

3/27/2024

N W E S

0 388 775

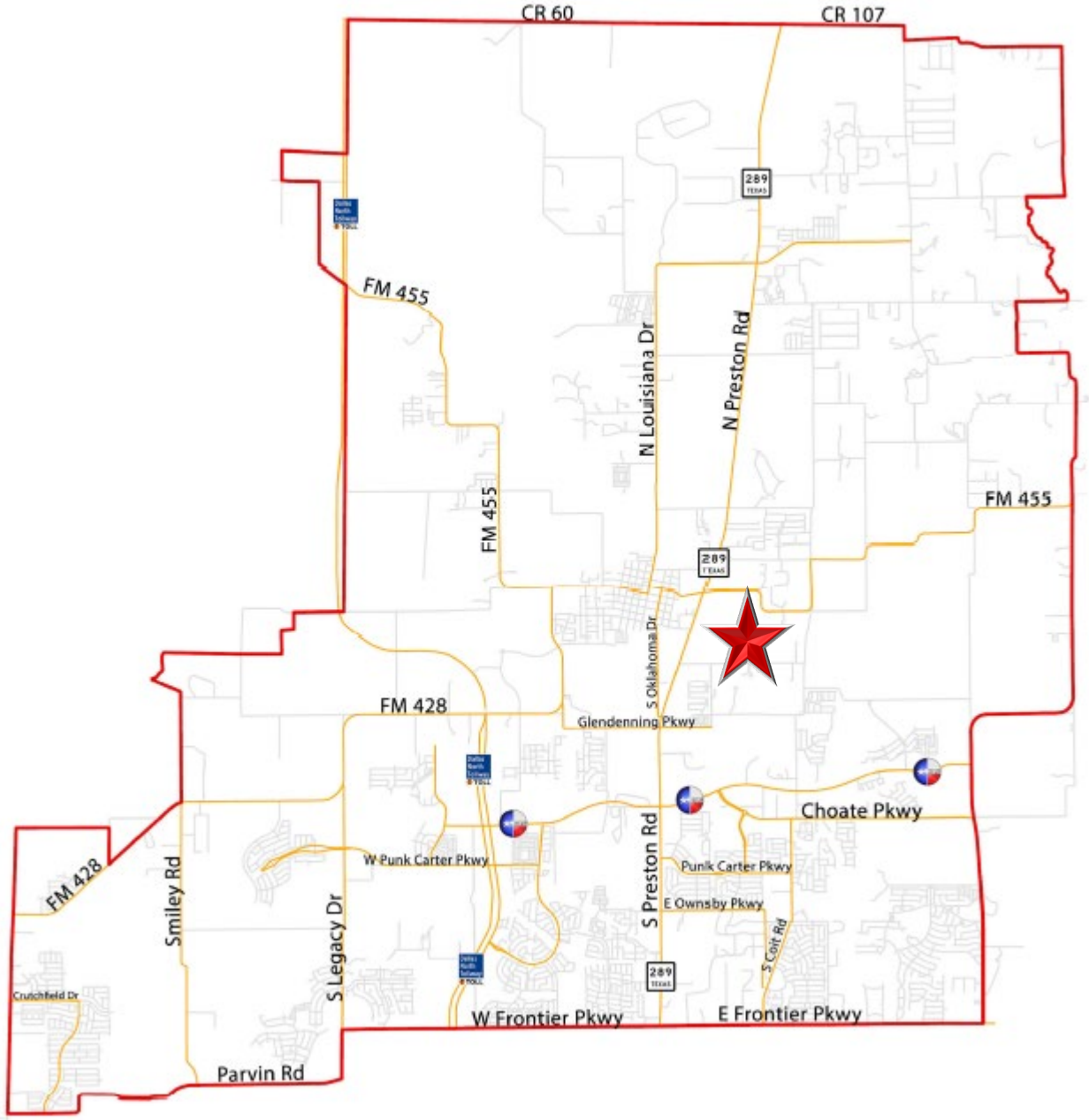
Feet

PARKSIDE TERRACE
(GLORY VILLAS ADDITION)

Annexation & Zoning

City Council
May 14, 2024

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Punk Carter Pkwy
S Preston Rd
E Ownsby Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Colt Rd
289
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



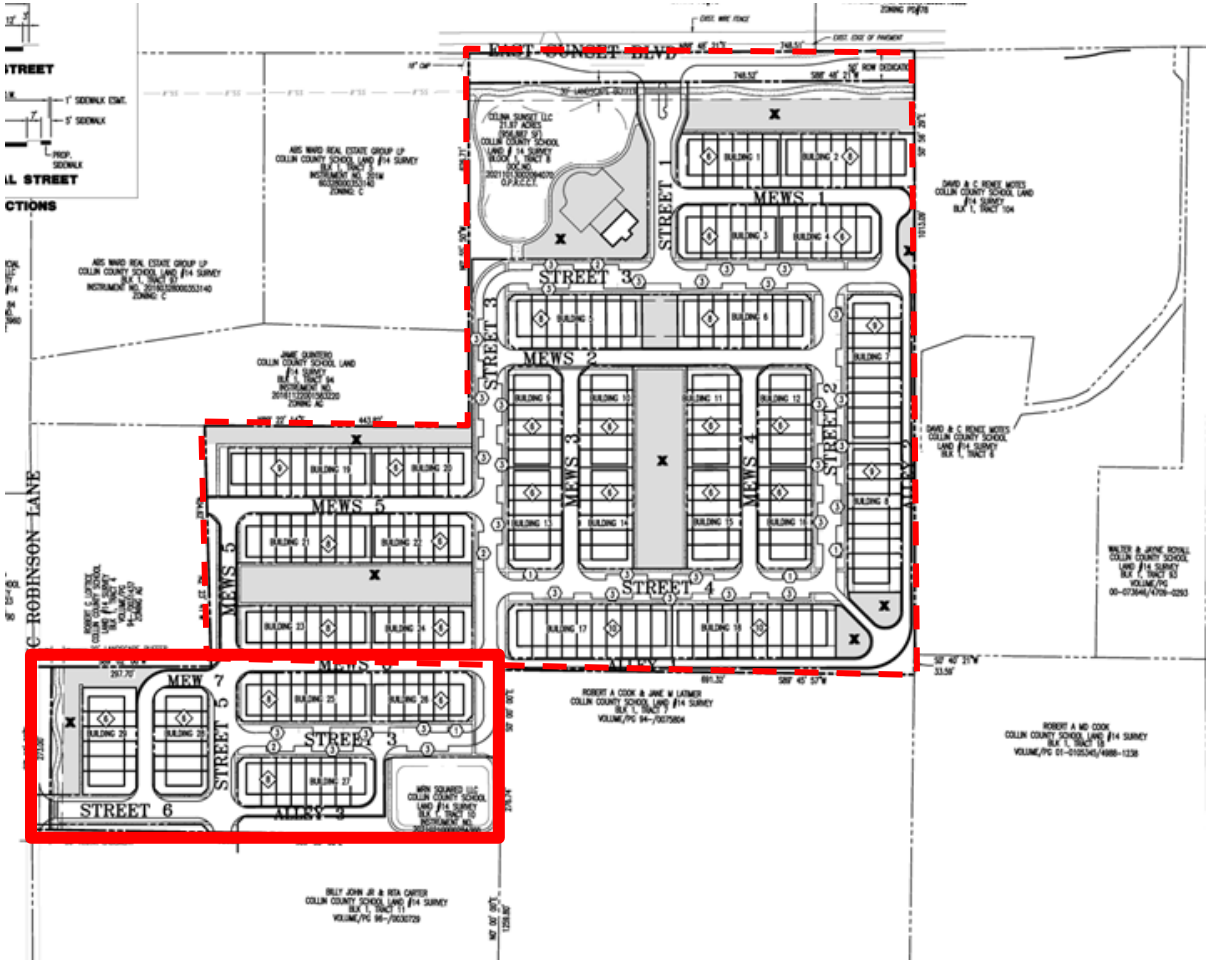
LOCATION MAP

The subject property is generally located east of KC Robinson Lane and approximately 1,000 feet south of Sunset Boulevard

BACKGROUND

- The property is approximately 5 acres and located within the Extraterritorial Jurisdiction (ETJ), with no pre-annexation agreement
- The applicant's request is to voluntarily annex into City Limits and zone the property to Single-Family Residential, Attached District (SF-A), in order to incorporate the subject property into the larger townhome development
- The townhome development to the northeast was zoned SF-A in February 2023

CONCEPT PLAN





POLICY CONSIDERATIONS

- The annexation and zoning brings 5 acres into City Limits
- City standards will apply (architecture, landscape, etc.)
- The subject property will be incorporated into a townhome development, which will improve access for all properties involved
- There are no land use restrictions in the ETJ
- The County has limited authority to require safety standards and meaningfully regulate new development

RECOMMENDATION

- There was no public feedback at the public hearing
- One Commissioner stated that the additional connectivity to KC Robinson seemed beneficial
- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in April
- Staff recommends approval as presented

CITY OF CELINA, TEXAS
ORDINANCE NO. 2024-_____
PARKSIDE TERRACE (GLORY VILLAS ADDITION) 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 5 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED EAST OF KC ROBINSON LANE AND APPROXIMATELY 1,000 FEET SOUTH OF 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 14th day of May, 2024, 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 29th day of April, 2024, 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 14th day of May, 2024.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Vaughns, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

BEING a 5.00 acre tract of land situated in the Collin County Land Survey, Abstract Number 167, City of Celina, Collin County, Texas and being all of that tract of land described in deed to MRN SQUARED, LLC, as recorded in Document Number 20210210000284360 of the Official Public records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail set in the center of KC Robinson Lane (a variable width right-of-way) for the northwest corner of said MRN SQUARED tract;

THENCE North 88 degrees 28 minutes 08 seconds East, along the north line of said MRN SQUARED tract, a distance of 297.70 feet to a 1/2-inch iron rod found for corner;

THENCE North 89 degrees 43 minutes 08 seconds East, continuing along said north line, a distance of 490.00 feet to a fence post found for the northeast corner of said MRN SQUARED tract;

THENCE South 00 degrees 33 minutes 52 seconds East, along the east line of said MRN SQUARED tract, a distance of 276.74 feet to a 1/2-inch iron rod with yellow cap stamped "GEONAV" (hereinafter referred to as "with cap") set for the southeast corner of said MRN SQUARED tract;

THENCE South 89 degrees 31 minutes 08 seconds West, along the south line of said MRN SQUARED tract, a distance of 786.38 feet to a mag nail set in said center of KC Robinson Lane;

THENCE North 00 degrees 49 minutes 52 seconds West, along said centerline and the west line of said MRN SQUARED tract, a distance of 273.00 feet to the POINT OF BEGINNING AND CONTAINING 217,917 square feet or 5.00 acres of land, more or less.


CELINA
TEXAS
Life Connected.
S PRESTON RD
E SUNSET BLVD
OLD GLENDENNING RD
E GLENDENNING PKWY
CHOATE PKWY
Legend
Parcels
Roads
City Limits
Subject Property
Parkside Terrace (Glory Villas)
Location Map
City of Celina
3/27/2024
N
W
E
S
0
388
775
Feet

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 https://ecode360.com/CE6272.

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:	Madhuri Mohan, Planning Director
CC:	Dusty McAfee, Director of Development Services
Intiated by:	Alexis Barnett
Date:	May 14, 2024
Re:	Parkside Terrace (Glory Villas Addition) - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 5 acres to Single-Family Residential, Attached District (SF-A); generally located east of KC Robinson Lane and approximately 1,000 feet south of Sunset Boulevard. (Parkside Terrace (Glory Villas Addition) - Zoning) (McAfee)

Background Information:
This request is to zone approximately 5 acres to Single-Family Residential, Attached District (SF-A) in order to incorporate the subject property into the larger townhome development to the northeast. Please refer to the attached documents, as well as the associated annexation items, for further information.

The following three agenda items comprise one project on the agenda, per the below:

- Annexation Service Agreement (Consent) - Required of all annexation cases.
- Annexation (Public Hearing) - Voluntary annexation of the subject property.
- **Zoning (Public Hearing) - Zoning the property in order to incorporate it into the townhome development to the northeast.**

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

- Parcels
- Roads
- City Limits
- Subject Property

Parkside Terrace (Glory Villas)
Location Map
City of Celina

3/27/2024

N W E S

0 388 775

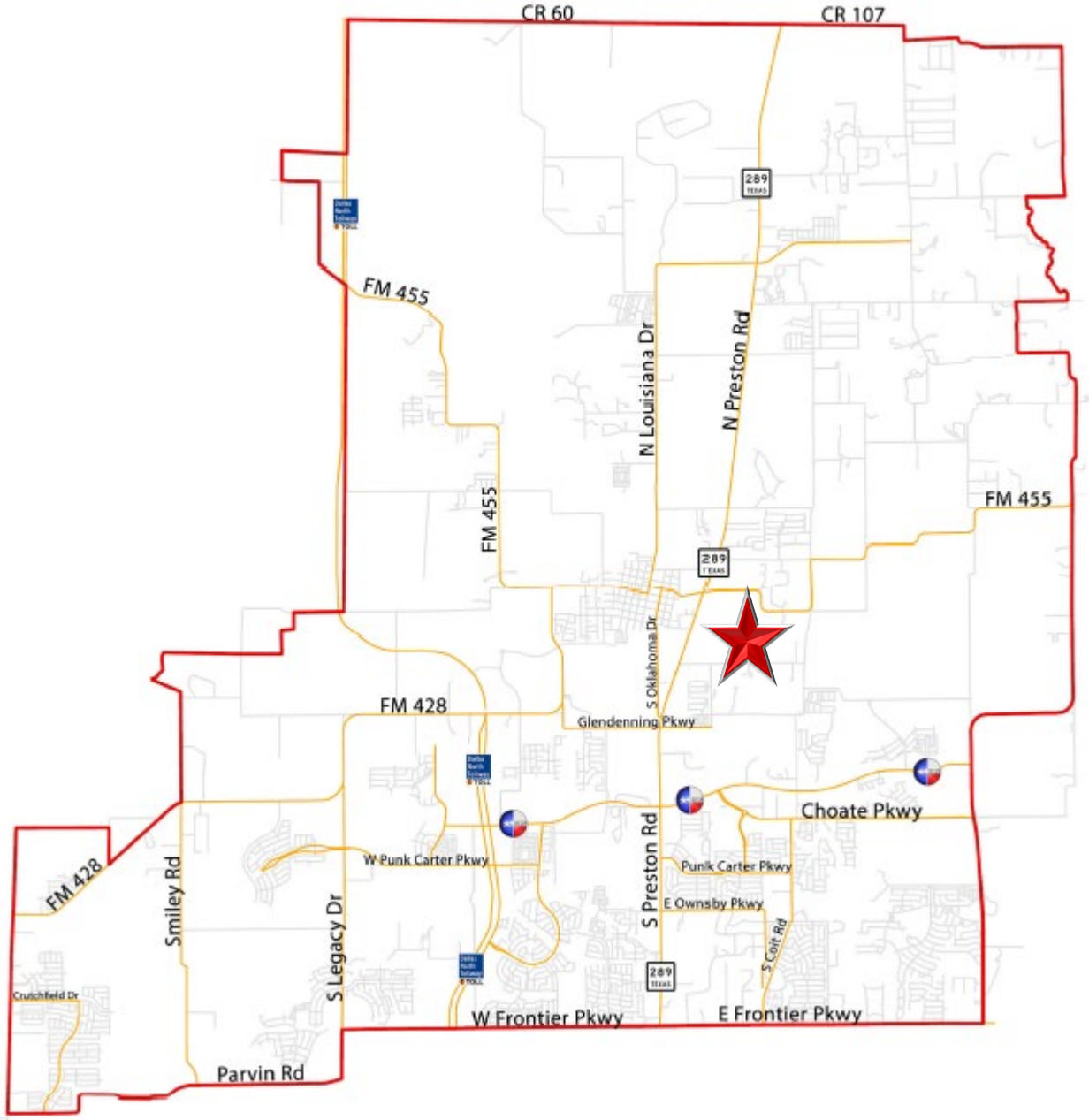
Feet

PARKSIDE TERRACE
(GLORY VILLAS ADDITION)

Annexation & Zoning

City Council
May 14, 2024




CR 60
CR 107
289
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
S Oklahoma Dr
FM 428
Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
Punk Carter Pkwy
S Preston Rd
E Ownsby Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Colt Rd
289
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



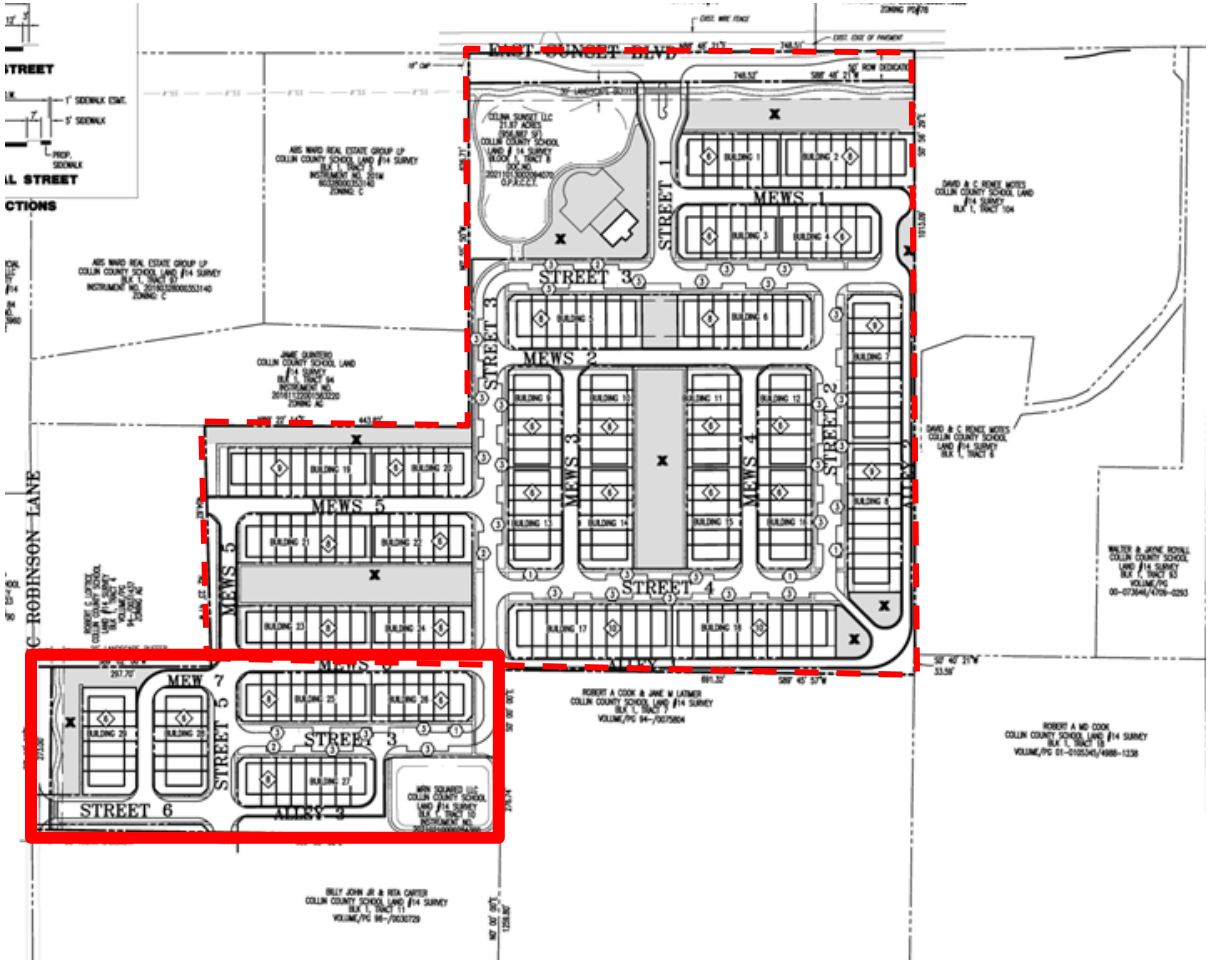
LOCATION MAP

The subject property is generally located east of KC Robinson Lane and approximately 1,000 feet south of Sunset Boulevard

BACKGROUND

- The property is approximately 5 acres and located within the Extraterritorial Jurisdiction (ETJ), with no pre-annexation agreement
- The applicant's request is to voluntarily annex into City Limits and zone the property to Single-Family Residential, Attached District (SF-A), in order to incorporate the subject property into the larger townhome development
- The townhome development to the northeast was zoned SF-A in February 2023

CONCEPT PLAN





POLICY CONSIDERATIONS

- The annexation and zoning brings 5 acres into City Limits
- City standards will apply (architecture, landscape, etc.)
- The subject property will be incorporated into a townhome development, which will improve access for all properties involved
- There are no land use restrictions in the ETJ
- The County has limited authority to require safety standards and meaningfully regulate new development

RECOMMENDATION

- There was no public feedback at the public hearing
- One Commissioner stated that the additional connectivity to KC Robinson seemed beneficial
- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in April
- Staff recommends approval as presented

CITY OF CELINA, TEXAS

ORDINANCE 2024-____
PARKSIDE TERRACE (GLORY VILLAS ADDITION)

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 5 ACRES LOCATED IN THE COLLIN COUNTY LAND SURVEY, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED EAST OF KC ROBINSON LANE AND APPROXIMATELY 1,000 FEET SOUTH OF SUNSET BOULEVARD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED SINGLE-FAMILY RESIDENTIAL, ATTACHED DISTRICT (SF-A); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the 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 Single-Family Residential, Attached District (SF-A).

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 Single-Family Residential, Attached District (SF-A).

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 while in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of May, 2024.

_____
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 5.00 acre tract of land situated in the Collin County Land Survey, Abstract Number 167, City of Celina, Collin County, Texas and being all of that tract of land described in deed to MRN SQUARED, LLC, as recorded in Document Number 20210210000284360 of the Official Public records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail set in the center of KC Robinson Lane (a variable width right-of-way) for the northwest corner of said MRN SQUARED tract;

THENCE North 88 degrees 28 minutes 08 seconds East, along the north line of said MRN SQUARED tract, a distance of 297.70 feet to a 1/2-inch iron rod found for corner;

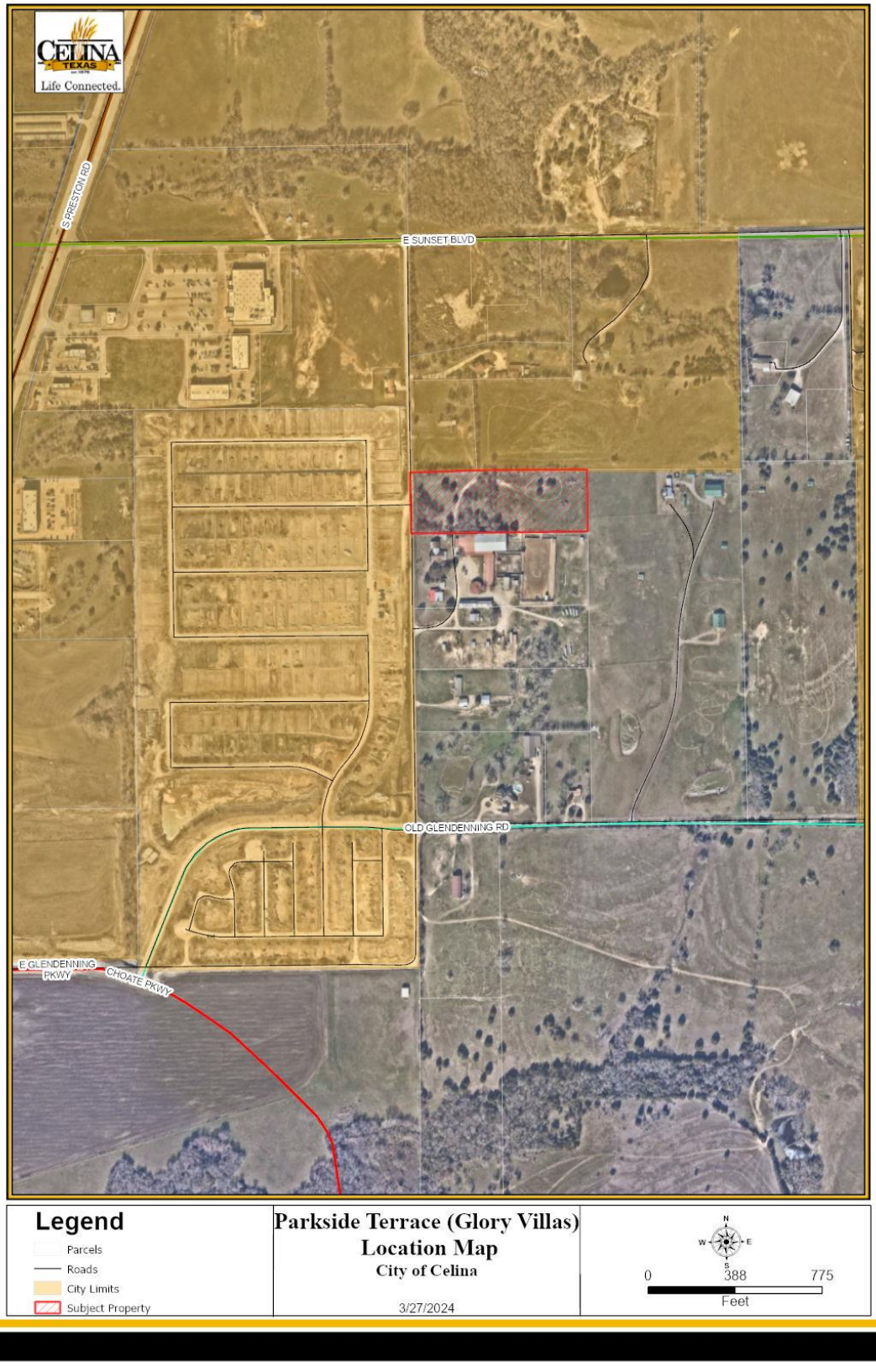
THENCE North 89 degrees 43 minutes 08 seconds East, continuing along said north line, a distance of 490.00 feet to a fence post found for the northeast corner of said MRN SQUARED tract;

THENCE South 00 degrees 33 minutes 52 seconds East, along the east line of said MRN SQUARED tract, a distance of 276.74 feet to a 1/2-inch iron rod with yellow cap stamped "GEONAV" (hereinafter referred to as "with cap") set for the southeast corner of said MRN SQUARED tract;

THENCE South 89 degrees 31 minutes 08 seconds West, along the south line of said MRN SQUARED tract, a distance of 786.38 feet to a mag nail set in said center of KC Robinson Lane;

THENCE North 00 degrees 49 minutes 52 seconds West, along said centerline and the west line of said MRN SQUARED tract, a distance of 273.00 feet to the POINT OF BEGINNING AND CONTAINING 217,917 square feet or 5.00 acres of land, more or less.

Exhibit B
Depiction of Property



Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Madhuri Mohan, Planning Director
CC:	Dusty McAfee, Director of Development Services
Intiated by:	Jonathan Pollard
Date:	May 14, 2024
Re:	My Swim Buddy - PD Zoning

Action Requested:
Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by rezoning approximately 1 acre to a Planned Development (PD) with Commercial, Office, & Retail District (C) base zoning and modified development standards; generally located north of Malone Street and approximately 1,400 feet west of Preston Road, within the City Limits. (My Swim Buddy - PD Zoning) (McAfee)

Background Information:
This request is to rezone approximately 1 acre to a Planned Development (PD) with Commercial, Office, & Retail District (C) base zoning in order to develop a swim school. Please refer to the attached documents for further information.

Legal Review:
N/A

Supporting Documents:
1. Location Map
2. Staff Presentation
3. Draft Ordinance

Financial Consideration:
N/A

Staff Recommendation:
N/A



Legend

- Subject Property
- City Limits
- Roads
- Parcels

My Swim Buddy Location Map

City of Celina

3/20/2024

N
W E
S

0 330 660

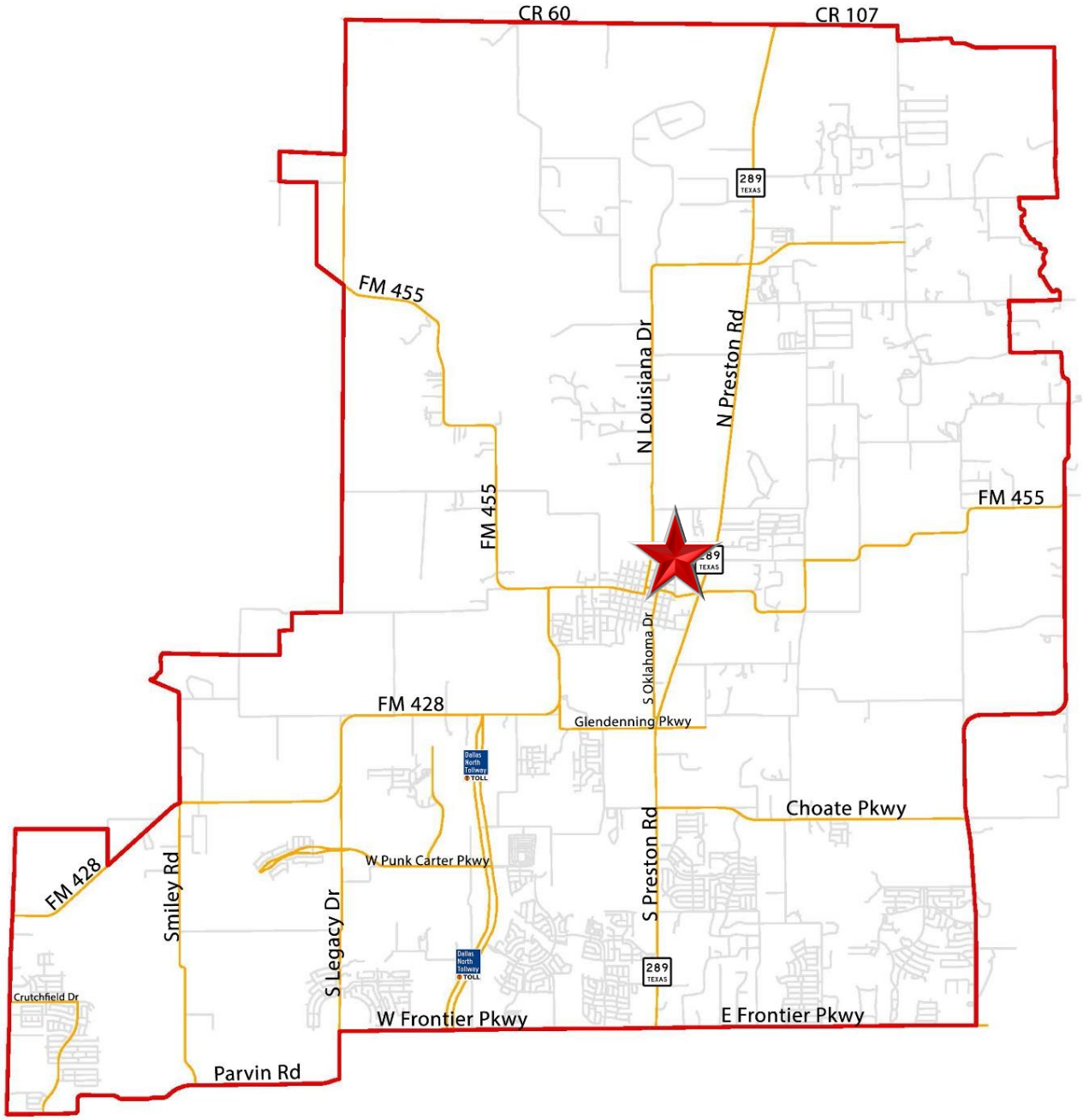
Feet

MY SWIM BUDDY

Rezoning

City Council
May 14, 2024

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CR 107
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TEXAS
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
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TEXAS
S Oklahoma Dr
FM 428
Glendenning Pkwy
Dallas North Tollway TOLL
Choate Pkwy
S Preston Rd
W Punk Carter Pkwy
FM 428
Smiley Rd
S Legacy Dr
Dallas North Tollway TOLL
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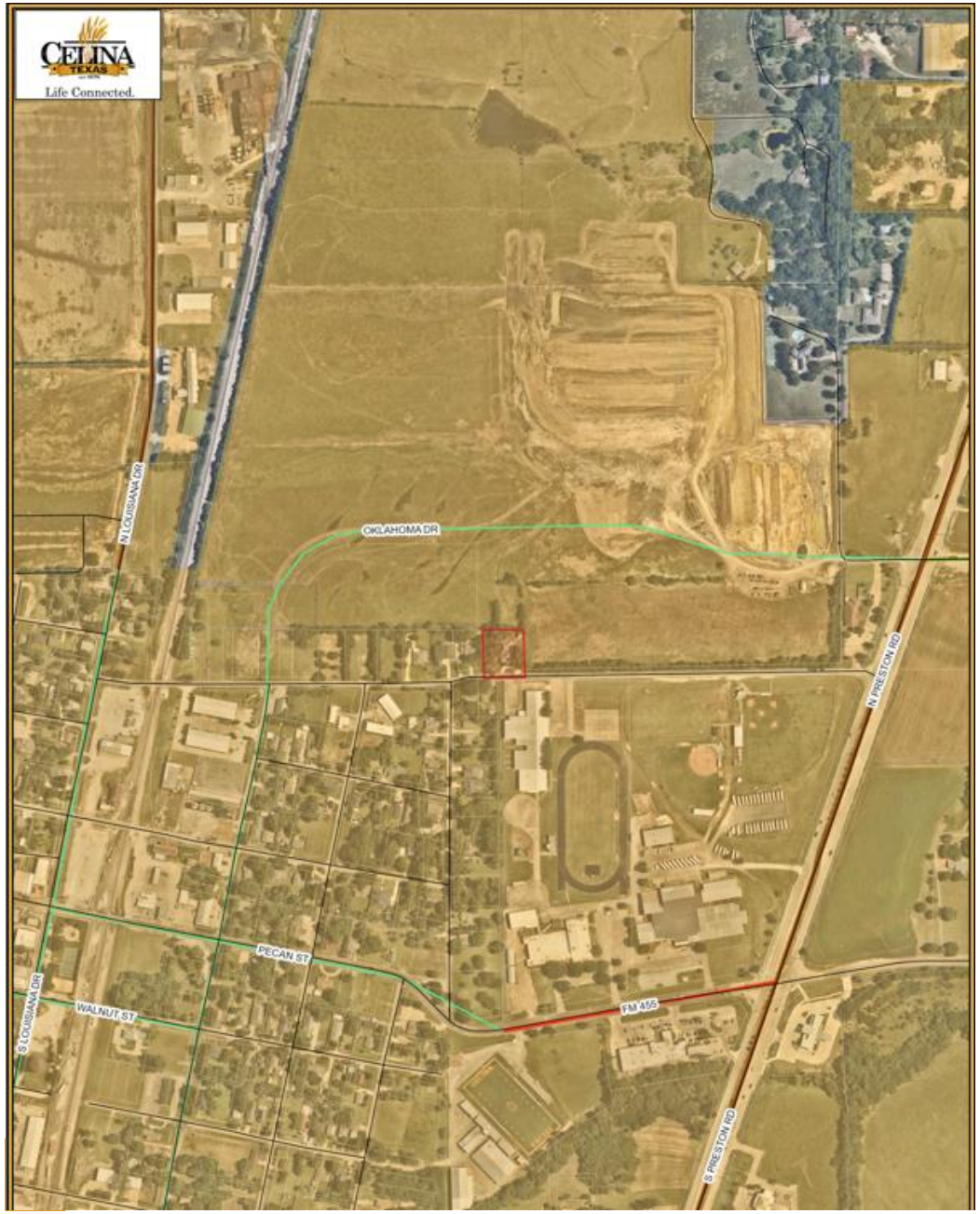
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

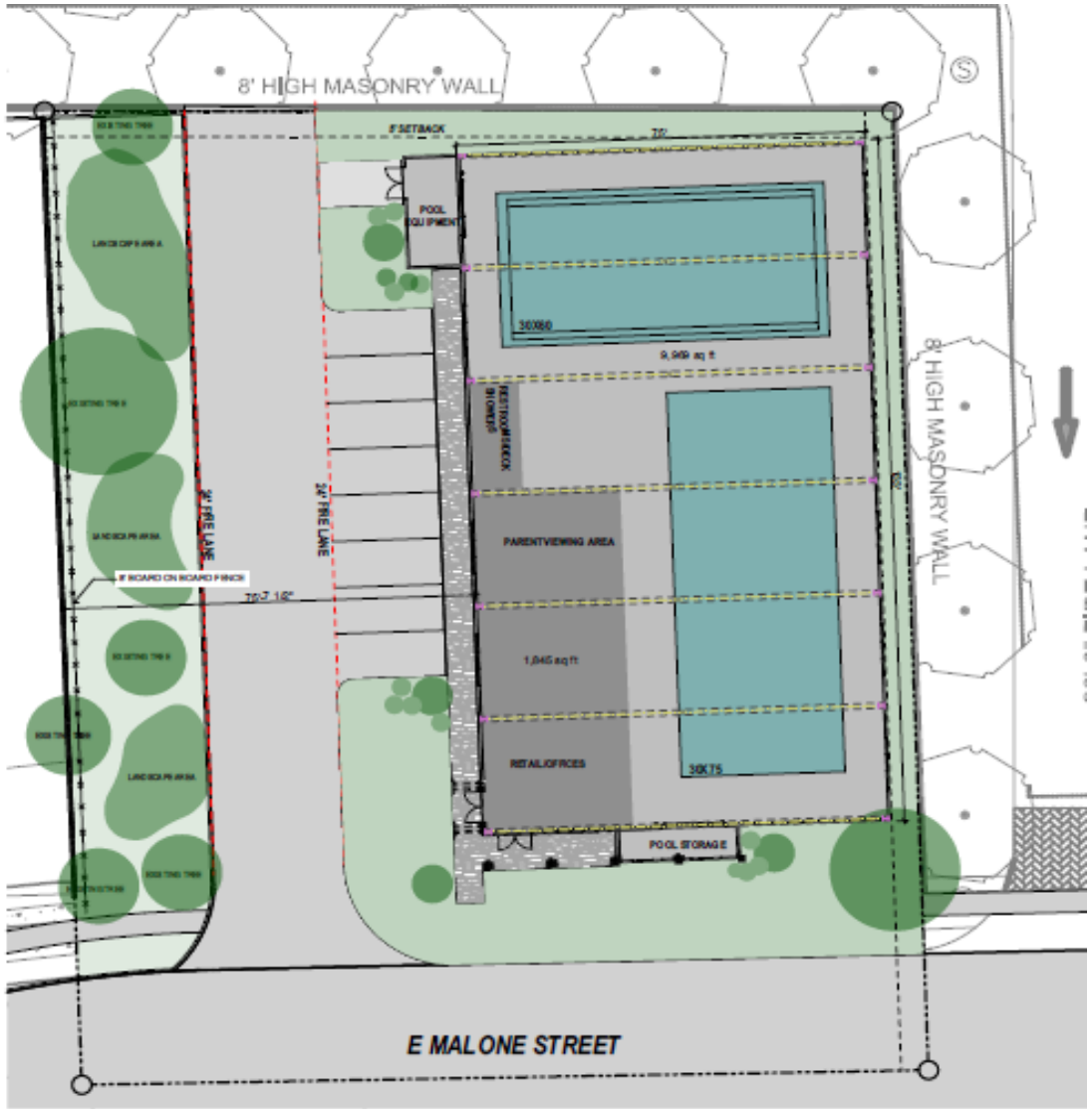
The subject property is generally located north of Malone Street and approximately 1,400 feet west of Preston Road

BACKGROUND

- The subject property is approximately 1 acre
- The subject property was zoned to Old Town Residential (OT-R) in 2006
- The OT-R District prohibits non-residential land uses
- The applicant proposes to rezone the property to a Planned Development "PD" with a base zoning of Commercial, Office, & Retail District (C) to allow for a swim school
- A similar rezoning request was previously denied by the City Council in 2022 that proposed to repurpose the existing house under the Downtown Code regulations

CONCEPT PLAN

- This proposal involves the removal of the existing residential structure
- The applicant proposes to preserve a wooded area adjacent to the western property, along with an 8’ wooden fence
- Connectivity is provided from Malone to the north



1 CONCEPTUAL SITE PLAN

CHARACTER IMAGES



Renderings are for illustrative purposes only and have not been reviewed for Code compliance



FUTURE CONDITIONS



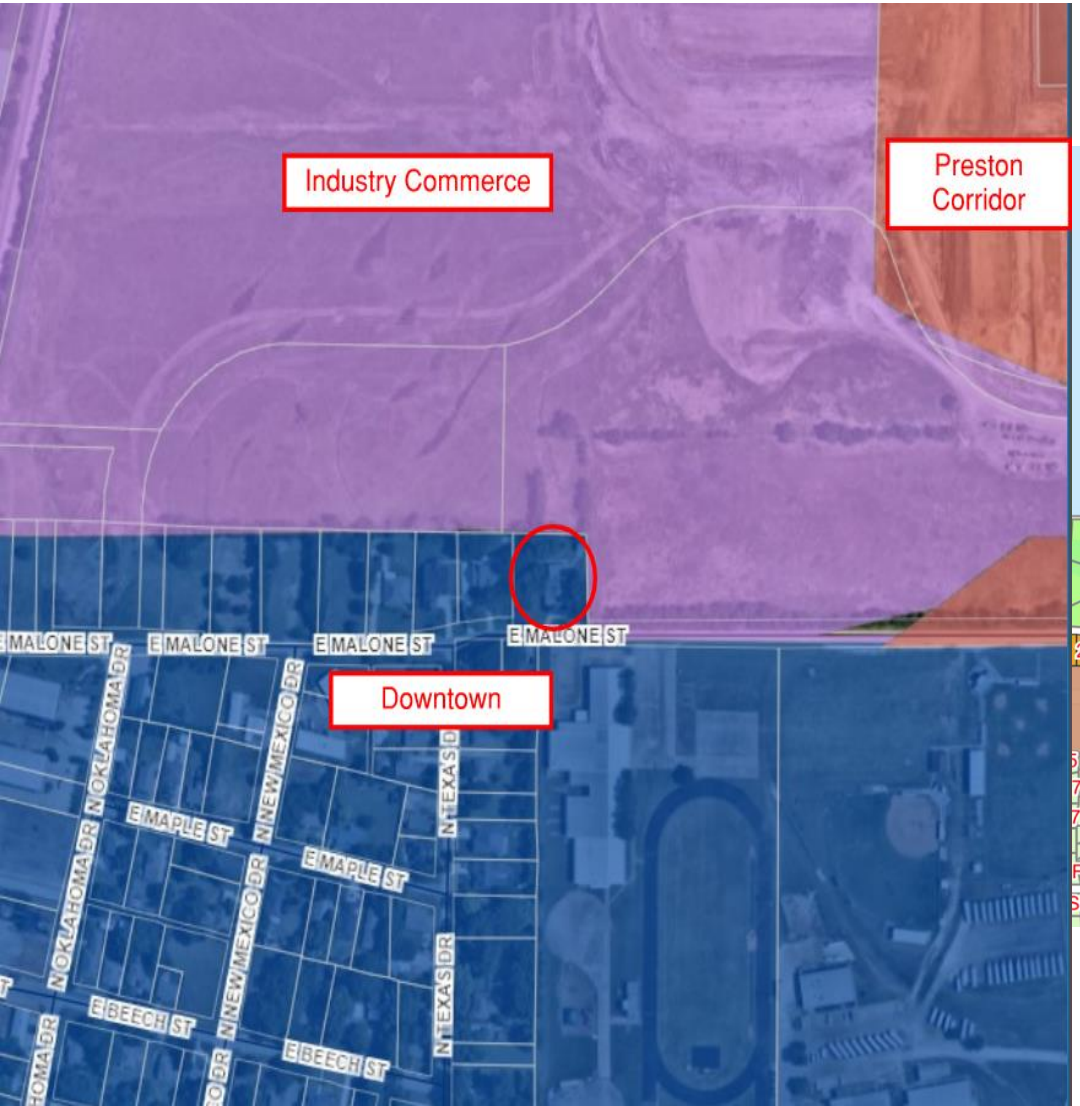
FUTURE CONTEXT

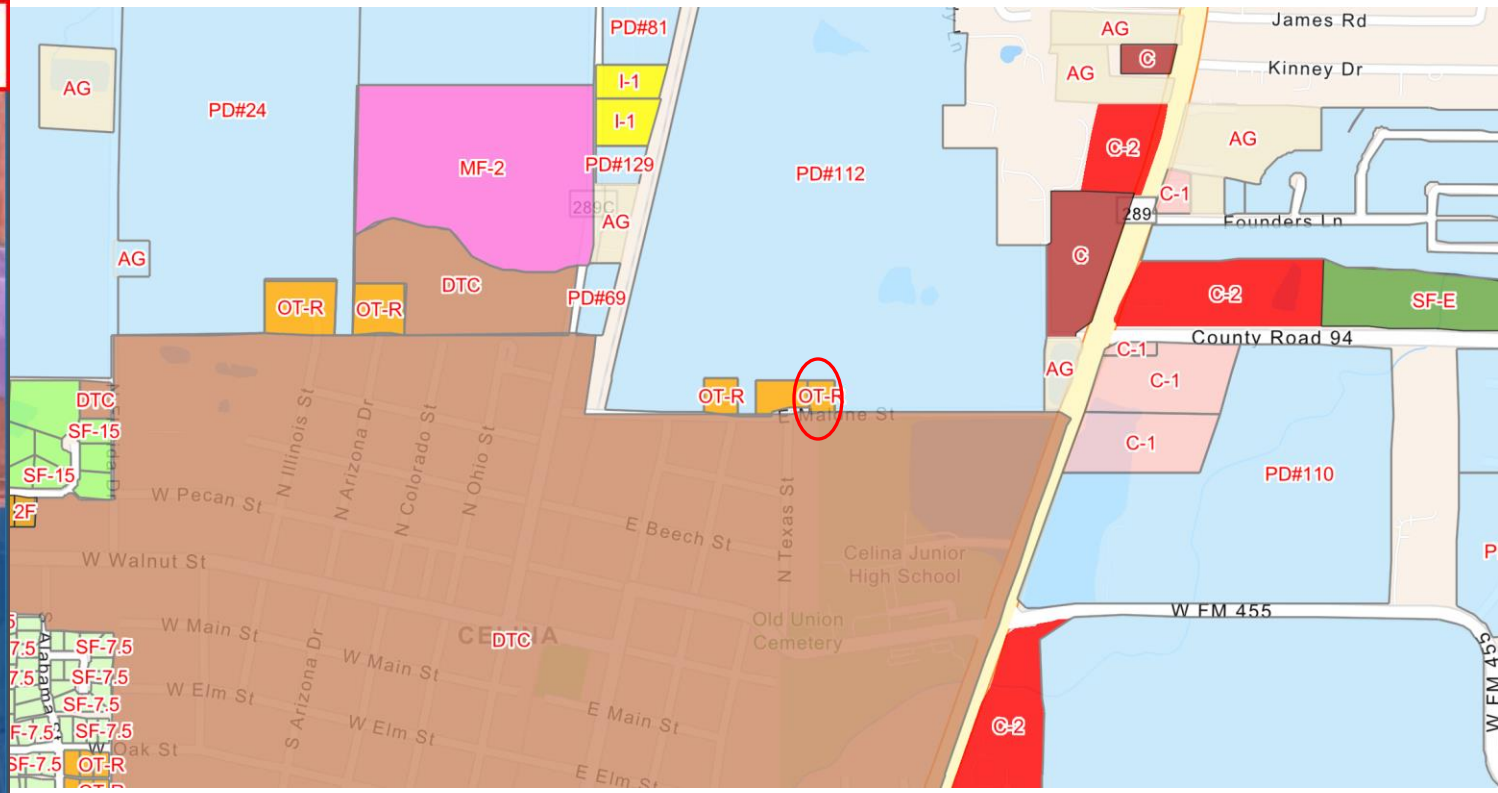
- An urban, mixed-use neighborhood (Uptown) is under construction to the north, and multi-family is being developed directly adjacent to the subject property
- The Celina ISD campus across Malone Street (at the NWC of Preston & FM 455) is anticipated to redevelop as an eastern gateway into Downtown
- The City's distance separation requirements would prevent a liquor store or bar from locating in the proposed building in the future, as it is within 300' of a school, measured from property line to property line

POLICY CONSIDERATIONS

- In 2022, the City Council denied a similar rezoning request from the applicant
- The western neighbors oppose the project
- The applicant revised the plan to accommodate feedback from the western neighbors
- The subject property functions as a transitional area on the edge of Downtown
- The applicant proposes an architectural style and building materials that vary from the City's base architectural standards

FUTURE LAND USE PLAN





POLICY CONSIDERATIONS

- The Future Land Use Plan (FLUP) anticipated this area being on the edge of the Downtown Character District (2021)
- When the Downtown Code was approved, the subject property was not included in the rezoning, preserving its residential zoning
- The desired intensity of the OT-R outparcels is not clearly defined within the City's long-range plans and regulations

P&Z PUBLIC HEARING

- The applicant presented to the Commission and discussed how the property would function long term
- Many (16) residents spoke in favor of the proposal
- The CISD superintendent noted that should the swim school receive approval, partnership opportunities would be explored
- Several residents (6) spoke in opposition of the proposal, including the western neighbors, citing concerns regarding adjacency impacts, light pollution, noise, parking, the historical significance of the existing structure, and traffic

P&Z DISCUSSION

- The Commission acknowledged how the property acts as a transitional zone that is not specifically defined by long-range plans
- The Commission asked the applicant about business operations, such as how many students would attend classes and how traffic would function
- The Commission acknowledged the location being adjacent to the downtown area and surrounded by future commercial and multi-family
- The Commission noted traffic and parking concerns

RECOMMENDATION

- The Planning & Zoning Commission recommended approval at their April regular meeting, with a vote of 4-2
- The dissenting votes cited concerns due to traffic, parking, the intensity of the proposed land use, and adjacency impacts

CITY OF CELINA, TEXAS

ORDINANCE 2024-151
MY SWIM BUDDY - 510 EAST MALONE STREET

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE REZONING OF LAND THAT IS APPROXIMATELY 1 ACRE LOCATED IN THE COLLIN COUNTY LAND SCHOOL SURVEY, ABSTRACT NO. 170, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF MALONE STREET AND APPROXIMATELY 1,400 FEET WEST OF PRESTON ROAD; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE REZONED FROM OLD TOWN RESIDENTIAL DISTRICT (OT-R), TO A "PD" PLANNED DEVELOPMENT DISTRICT NO. 151 WITH A BASE ZONING OF COMMERCIAL, OFFICE, & RETAIL DISTRICT (C), WITH MODIFIED DEVELOPMENT STANDARDS; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, 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, Renderings and Development Regulations, set forth in Exhibit "C," "D," and "E" 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 a "PD" Planned Development District No. 151 with a base zoning of Commercial, Office, & Retail District (C), with modified development standards, and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit A:	Legal Description
Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Renderings
Exhibit E:	Development Standards

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. 151 with a base zoning of Commercial, Office, & Retail District (C), with modified development standards, and incorporates the Concept Plan, Renderings, & Development Standards, attached hereto as Exhibit "C," "D," and "E," 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 while in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of May, 2024.

_____
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 lot, tract or parcel of land situated in the Collin County Land School Survey, Abstract No. 170, Collin County, Texas and being the same land described in deed to Juan M. Carrion and Patricia Carrion, recorded in Instrument No. 20130117000073020, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at "PK" nail set for corner in Malone Street, at the Southeast corner of a tract of land described in deed to Daniel Carrion, recorded in Instrument No. 20130408000470260 (D.R.C.C.T.) and at the Southwest corner of said Carrion tract (20130117000073020);

THENCE North 02 degrees 02 minutes 50 seconds West, a distance of 190.02 feet to a 1/2 inch yellow capped iron rod set for corner in the South line of a tract of land described in deed to LM Celina 115, LP, recorded in Volume 5403, Page 430 (D.R.C.C.T.), at the Northeast corner of said Carrion tract (20130408000470260);

THENCE South 89 degrees 57 minutes 19 seconds East, a distance of 155.22 feet to a 1/2 inch iron rod found at an "ell" corner of said LM Celina tract;

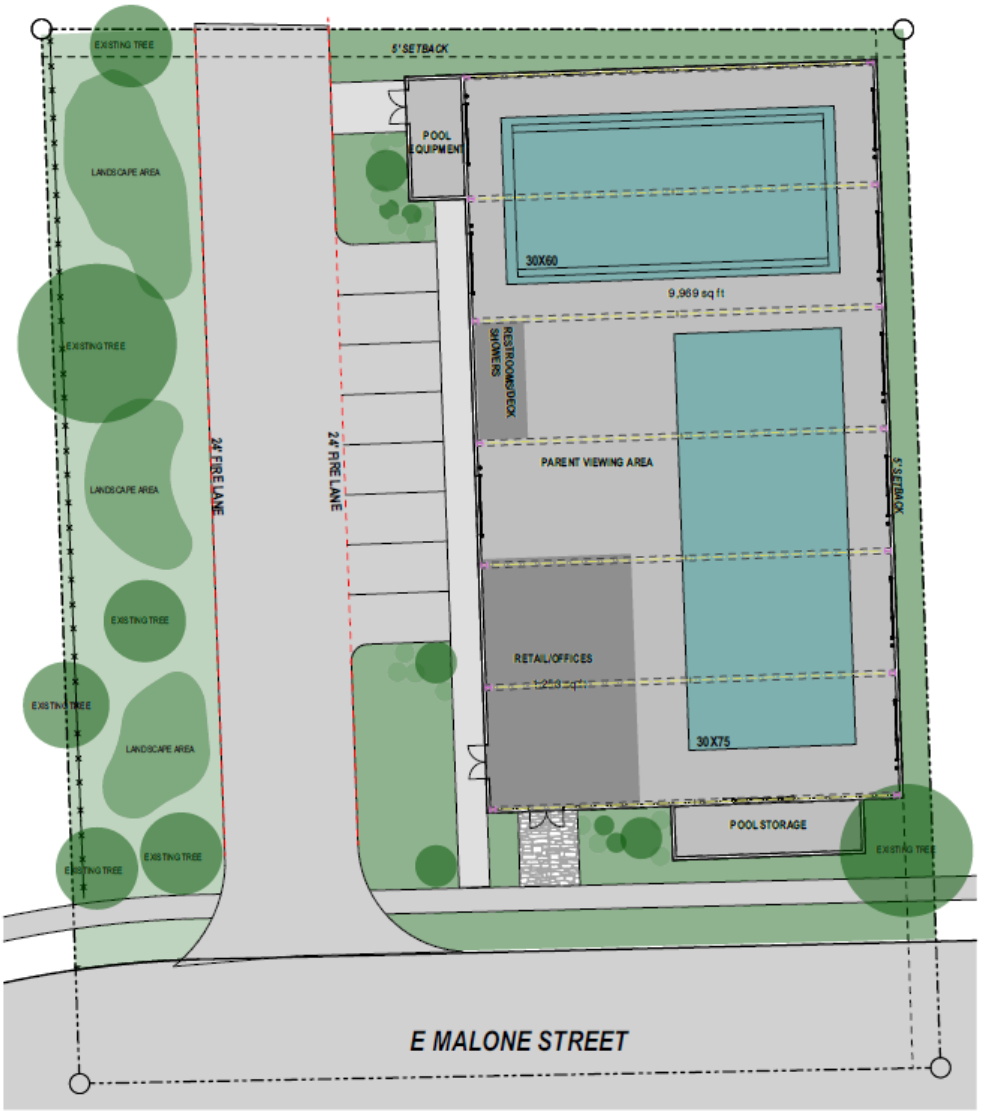
THENCE South 02 degrees 02 minutes 50 seconds East, a distance of 187.03 feet to a "PK" nail found for corner in Malone Street, at the most Southerly Southwest corner of said LM Celina tract;

THENCE South 88 degrees 56 minutes 23 seconds West, with said Malone Street, a distance of 155.14 feet to the PLACE OF BEGINNING and containing 29,244 square feet or 0.67 of an acre of land.

Exhibit B
Depiction of Property



Exhibit C
Concept Plan



1 CONCEPTUAL SITE PLAN

N

SITE PLAN

shelton
ARCHITECTURE

LINDSAY SHELTON
#25068
THIS DOCUMENT IS NOT INTENDED FOR BIDDING, REGULATORY APPROVAL, OR CONSTRUCTION

ISSUE DATE: 03.01.24

SHELTON ARCHITECTURE-DALLAS
4325 POMONA RD.
DALLAS, TX 75209
214-954-9791
lindsay@sheltonarchitecture.com

HBA DESIGN + BUILD

MY SWIM BUDDY
INDOOR SWIM FACILITY
E MALONE ST., CELINA, TX

A1.1

Exhibit D
Renderings







Exhibit E
Development Standards

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as they exist or may be amended.

The property is zoned a Planned Development (PD) with Commercial, Office, & Retail District (C) base zoning, with the following modified regulations:

1. The property shall generally develop per the attached Concept Plan.
2. The property shall generally develop per the attached Renderings, with additional masonry and design enhancements.
3. Along the western boundary, an 8’ board-on-board fence is required on the shared property line;
4. Along the western boundary, a minimum 20’ landscape buffer is required with alternating evergreen canopy trees and ornamental trees, each planted at a rate of 1 tree per 30’; and
5. If the vision of the attached Concept Plan and/or Rendering is not developed, the base zoning and all City regulations apply to the property.

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Karla Stovall, Assistant City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Robin Bromiley
Date:	May 14, 2024
Re:	2024 CO Bond Issuance

Action Requested:
Discussion and consideration of all matters incident and related to the issuance and sale of "City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2024", including the adoption of an Ordinance authorizing the issuance of such certificates of obligation, establishing parameters for the sale of such certificates of obligation and delegating certain matters to an authorized official of the City. (Stovall)

Background Information:
At the March 7th City Council meeting, staff were directed to start the process to issue certificates of obligation bonds (CO's) with a target date of pricing on May 14th. The total amount of bonds proposed to be issued is up to a maximum of $142.5 million. The funds will be distributed between general government projects (125 mm) and water and wastewater projects (16 mm). The increase from the project total of $1.5mm is an estimate built in to guard against adverse market movement and to provide for the cost of issuance. We will have the final total issued amount at the meeting when pricing is completed earlier that day.

Following the timeline presented to City Council in March, the City has completed the required publication requirements, met with the Moody's and Standard and Poor's rating agencies and completed due diligence in preparation for the meeting on May 14th.

The agenda item for May 14th includes a draft of the authorizing Ordinance for the Celina Series 2024 Certificates of Obligation, and the draft Paying Agent/Registrar Agreement which is Exhibit A to the Ordinance. Final documents will be provided at the meeting and will include the pricing information.

The target is to price the CO's on May 14th and present the final results to City Council that night. If there are adverse market conditions creating volatility on the pricing on May 14th, then the agenda includes a parameter ordinance. A parameter ordinance provides greater pricing flexibility if market conditions are unfavorable. Rather than postponing the pricing until the next council meeting, the CO's will be placed into 'day to day' mode with the Financial Advisor, Hilltop Securities. When the market is stable, Hilltop Securities will complete the pricing and the authorized pricing officer identified as the City Manager or the secondary pricing officer, Director of Finance will finalize the transaction on behalf of City Council.

Legal Review:
Bond Counsel

Supporting Documents:
1. CO Bond Issue 2024 presentation
2. CELINA CO 2024 - Ordinance
3. CELINA CO 2024 - A

Financial Consideration:
Bond Issuance

Staff Recommendation:

2024 Certificates of Obligation

Karla Stovall
May 14, 2024



ISSUANCE OF CERTIFICATES OF OBLIGATION

- At the March 7th meeting City Council approved the Notice of Intent for the City to issue certificates of obligation (CO's) to fund $141 million in projects.
  - $125 million for general government projects
  - $16 million for water/wastewater projects

- The Capital Projects were identified to include Emergency Services, Facilities, Information Technology, Park, Roadway and Water Wastewater Utilities.

PROJECTS

Roads

Annual Street Maintenance
S New Mexico - Ash to Elm
Coit Rd - Vest to Amavi
Choate Pkwy - Kinship to Roseland
Sunset - Preston to Coit
Arizona - Walnut to Pecan

Drainage

Arizona & Colorado - Cedar to Ash

Water

Frontier Pkwy - Preston Hills to Coit
SE Pump Station
CCN Acquisition from Marilee
Downtown Water Improvements
Legacy Rd 24" Line Design
Groundwater Study
2024 Lead-Copper Line Replacement
DNT 12" Line Design

Sewer

Legacy Hills WWTP Expansion to 2.0 MGD
UTRWD Doe Branch Interceptor
Ramble Sewer - Phase 1
Sunset - Preston to Coit

Parks

Rowdy Park Construction
Ousley Trail & Stream Restoration
Koch Park Land Purchase
Choate Pkwy Median

Fire & Emergency Management

Emergency Sirens
Station #4 Design
Station #1 Upgrade

Building

General Land Acquisition
Government Center & Parking Garage
Public Works Service Center Parking Lot
Parks Administration Building

Information Technology

Fiber Line - Public Works to Police

Fine Arts

Fine Arts Allocation

Total Projects	**$141,000,000**
General Government	**$125,000,000**
Utility	**$ 16,000,000**

TIMELINE

- **Thursday, March 7th** – Council approved of Notice of Intent to issue CO's and reimbursement resolution
- **Tuesday, March 19th and March 26th** – Publications of Notice of Intent in local paper
- **Wednesday, April 17th** – Credit rating meetings with Moody's and Standard & Poor's
- **Tuesday, May 14th** – Pricing of the CO's; final CO pricing subject to Council approval at the meeting
- **Thursday, June 13th** – Closing of the CO issue and receipt of funds by the City

CITY TEAM

- Hilltop Securities – Financial Advisor
  - Fiduciary responsibility to the City
  - Advises on all capital-related matters for the City and related PIDs
  - Structure overall finance plans
- Norton Rose Fulbright – Bond Counsel
  - Opines on legal matters related to bond issuances and development districts
  - Ensure City is in compliance with State law and Federal tax law
  - Interfaces with the Texas AG

2024 CO – FINAL PRICING RESULTS

Results provided on May 14th

- Final par amount:
- Final ‘true interest cost’:

- [insert bid tabulation]

PARAMETER ORDINANCE

- The target is to price the CO's on May 14th and present the final results to City Council that night
- Due to unfavorable market conditions in 2022, the City's 2022 CO's were postponed 1 month to a subsequent Council meeting
- A Parameter Ordinance will provide greater pricing flexibility if market conditions are unfavorable on May 14th
  - Rather than postponing until the next council meeting, the CO's will be placed into 'day to day' mode
  - If the CO's are not priced on May 14th, further discussions will be provided on the mechanics of the parameter ordinance at the Council meeting that night

CITY CREDIT PROFILE

- Standard & Poor's:
  - ✓ "AA" – upgraded in 2018 confirmed rating in 2024
- Moody's:
  - ✓ "Aa2" – upgraded in 2023
  - ❖ "Aa1" – upgraded in 2024
- Rating report excerpts from Moody's or Standard and Poor's:
  - ✓ Growing tax base with favorable wealth and income levels
  - ✓ Healthy liquidity across all funds
  - ✓ Strong management team
  - ✓ Favorable trends are expected to persist…aided by a proficient and seasoned management team that consistently surpasses budget expectations and has demonstrated successful management of large capital projects

RECENT DEBT ISSUANCE

- 3-year history
  - 2021 (January): Issued CO's to fund $32mm for general government projects, $30mm for water/wastewater projects
  - 2021 (July): Issued CO's to fund $33.5mm for general government projects
  - 2022: Issued CO's to fund $35mm for general government projects, $35mm for water/wastewater projects
  - 2023: Issued CO's to fund $48mm for general government, $40mm for water/wastewater and $10mm for CDC projects

QUESTIONS?

ORDINANCE NO. 2024-__

AN ORDINANCE authorizing the issuance of "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024"; specifying the terms and features of said certificates; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City's combined waterworks and sewer system; providing the terms and conditions of such certificates of obligation and resolving other matters incident and relating to the issuance, payment, security and delivery of said certificates of obligation; delegating matters relating to the sale and issuance of such certificates to an authorized City official; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation (the "Notice") in the maximum principal amount of $142,500,000 for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, improving, renovating and equipping parking structures for City owned facilities, including the acquisition of land and rights-of-way therefor, (ii) designing, constructing, improving, remodeling, renovating and equipping an administrative office building housing the government functions of the City and a related parking structure, including the acquisition of land and rights-of-way therefor, (iii) designing, constructing, equipping and improving library facilities, (iv) constructing drainage improvements, including the acquisition of land and rights-of-way therefor, (v) acquiring, designing, constructing, equipping and improving public safety facilities for fire department facilities and emergency sirens, including the acquisition of land and rights-of-way, (vi) acquiring, installing and equipping public safety facilities for the police department, including telecommunication, wireless communication and information technology system equipment, (vii) acquiring, constructing, improving, remodeling, renovating and equipping park or recreation facilities, including the acquisition of land and rights-of-way therefor, (viii) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (ix) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (x) improving, remodeling, renovating and equipping an existing parks administration building and (xi) professional services rendered in connection therewith; has been (a) duly published in the *Celina Record*, a newspaper hereby found and determined to be of general circulation in the City of Celina, Texas, on March 18, 2024 and March 25, 2024, the date the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates and (b) duly published continuously on the City's website for at least forty-five (45) days before the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, the Notice designating May 14, 2024 as the tentative date the City Council would consider the ordinance authorizing the issuance of the Certificates was duly published on the City's website starting on March 19, 2024 and has been continuously published on the City's website to the date hereof; and

WHEREAS, the City Council hereby finds and determines that the time period for qualified voters of the City to submit a petition as authorized by Section 271.049, Texas Local Government Code has remained open from the date of the adoption of the resolution authorizing the giving of the Notice to the date hereof; and

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least 5% of the qualified electors of the City, has been presented to or filed with the Mayor, City Secretary or any other official of the City on or prior to the date of the passage of this ordinance; and

WHEREAS, the Council by this ordinance, in accordance with the provisions of Texas Government Code, Chapter 1371, as amended ("Chapter 1371"), delegates to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of the Certificates to be issued and to negotiate the terms of sale thereof; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in an amount not to exceed the aggregate original principal amount hereinafter set forth to be designated and bear the title "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024" or such other designation as specified in the Pricing Certificate (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, improving, renovating and equipping parking structures for City owned facilities, including the acquisition of land and rights-of-way therefor, (ii) designing, constructing, improving, remodeling, renovating and equipping an administrative office building housing the government functions of the City and a related parking structure, including the acquisition of land and rights-of-way therefor, (iii) designing, constructing, equipping and improving library facilities, (iv) constructing drainage improvements, including the acquisition of land and rights-of-way therefor, (v) acquiring, designing, constructing, equipping and improving public safety facilities for fire department facilities and emergency sirens, including the acquisition of land and rights-of-way, (vi) acquiring, installing and equipping public safety facilities for the police department, including telecommunication, wireless communication and information technology system equipment, (vii) acquiring, constructing, improving, remodeling, renovating and equipping park or recreation facilities, including the acquisition of land and rights-of-way therefor, (viii) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (ix) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (x) improving, remodeling, renovating and equipping an existing parks administration building and (xi) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended, and Chapter 1371.

SECTION 2: Fully Registered Obligations – Authorized Denominations – Stated Maturities – Certificate Date. The Certificates are issuable in fully registered form only; shall be dated as provided in the Pricing Certificate (the "Certificate Date") and shall be in denominations of $5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on a date certain in each of the years (the "Stated Maturities") and in principal amounts and bear interest at the per annum rates in accordance with the details of the Certificates as provided in the Pricing Certificate.

The Certificates shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months), and such interest shall be payable in each year, on the dates and commencing on the date, set forth in the Pricing Certificate.

SECTION 3: Delegation of Authority to Pricing Officer. (a) As authorized by Chapter 1371, the City Manager or the Director of Finance of the City (either a "Pricing Officer") is hereby authorized to act on behalf of the City in selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance determining the aggregate principal amount of the Certificates, the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, the price at which the Certificates will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Certificates will accrue, the interest payment dates, the record date, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the terms of any bond insurance applicable to the Certificates, any modification of the continuing disclosure undertaking contained in Section 36 hereof as may be required by the purchasers of the Certificates in connection with any amendments to Rule 15c2-12, and all other matters relating to the issuance, sale and delivery of the Certificates, all of which shall be specified in the Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Certificates shall not exceed $142,500,000;

(ii) the maximum true interest cost for the Certificates shall not exceed 5.25%; and

(iii) the maximum maturity date of the Certificates shall not exceed September 1, 2049.

The execution of the Pricing Certificate shall evidence the sale date of the Certificates by the City to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the City's interest costs associated with the Certificates, then the Pricing Officer is authorized, in connection with effecting the sale of the Certificates, to make the selection of the municipal bond insurance company for the Certificates (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy in support of the Certificates. The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy and to execute any documents to affect the issuance of such policy by the Insurer.

(b) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The delegation made hereby shall expire if not exercised by the Pricing Officer within six (6) months of the date of the adoption of this Ordinance. The Certificates shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

SECTION 4: Terms of Payment Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying

Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of the Paying Agent/Registrar for the Certificates shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Pricing Officer or the Mayor or Mayor Pro Tem are each hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first-class, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates, shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices as provided in the Pricing Certificate, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (which shall be set forth in the Pricing Certificate) and shall be paid by the Paying Agent/Registrar (i) by check sent United States mail, first-class, postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by

the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the Initial Certificate(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the Initial Certificate(s) authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first-class, postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be “Predecessor Certificates”, evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term “Predecessor Certificates” shall include any mutilated, lost, destroyed or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 20 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained herein relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of “Book-Entry-Only” securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose

trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" System, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City decides to discontinue use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount with principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1, or (ii) as multiple fully registered certificates with one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificate(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the

Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and to be completed and modified with the information set forth in the Pricing Certificate and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution or determined by the Pricing Officer. The Pricing Officer shall set forth the final and controlling forms and terms of the Certificates. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates and the Initial Certificate(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificates.

REGISTERED NO. _____ REGISTERED $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CELINA, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2024

Certificate Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
_____, 2024	_____%	_____ 1, 20__	_____

Registered Owner:

Principal Amount: DOLLARS

The City of Celina (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named

above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____ and _____ in each year, commencing _____, 20____, until maturity **[**or prior redemption**]**. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of $_____ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, improving, renovating and equipping parking structures for City owned facilities, including the acquisition of land and rights-of-way therefor, (ii) designing, constructing, improving, remodeling, renovating and equipping an administrative office building housing the government functions of the City and a related parking structure, including the acquisition of land and rights-of-way therefor, (iii) designing, constructing, equipping and improving library facilities, (iv) constructing drainage improvements, including the acquisition of land and rights-of-way therefor, (v) acquiring, designing, constructing, equipping and improving public safety facilities for fire department facilities and emergency sirens, including the acquisition of land and rights-of-way, (vi) acquiring, installing and equipping public safety facilities for the police department, including telecommunication, wireless communication and information technology system equipment, (vii) acquiring, constructing, improving, remodeling, renovating and equipping park or recreation facilities, including the acquisition of land and rights-of-way therefor, (viii) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (ix) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor,

(x) improving, remodeling, renovating and equipping an existing parks administration building and (xi) professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and Texas Government Code, Chapter 1371, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

[The Certificates maturing on the date hereinafter identified (collectively, the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the mandatory redemption date on the respective dates and in principal amounts as follows:

The particular Term Certificates of a stated maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a stated maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like stated maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.**]**

[The Certificates maturing on and after _____, 20__ may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if in part by lot by the Paying Agent/Registrar), on _____, 20__ or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States mail, first-class, postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of

the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received or such prerequisite is not satisfied, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.**]**

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and from a limited pledge of the Net Revenues of the City's combined Waterworks and Sewer System (the "System"), such pledge being limited to an amount of $1,000 and being junior and subordinate to the lien on and pledge of such Net Revenues securing the payment of the Prior Lien Obligations (identified and defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations without limitation as to principal amount but subject to any applicable terms, conditions or restrictions under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the owner or holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer

Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates as aforestated. In case any provision in this Certificate shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF CELINA, TEXAS

_____

[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

_____
City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate(s) only.

REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER)
OF PUBLIC ACCOUNTS) REGISTER NO. _____
THE STATE OF TEXAS)

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar located in _____, _____, is the "Designated Payment/Transfer Office" for this Certificate.

_____ BANK, ____, Texas,
as Paying Agent/Registrar

Registration Date:

_____ By _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

_____

_____

(Social Security or other identifying number _____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

_____

Signature guaranteed:

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

(f) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

Heading and first paragraph shall be modified to read as follows:

REGISTERED
NO. T-1

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CELINA, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2024

Certificate Date: _____, 2024

Registered Owner:

Principal Amount:

The City of Celina (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on _____ in each of the years and in principal installments in accordance with the following schedule:

Year of Stated Maturity	Principal Amount ($)	Interest Rate (%)

(Information to be inserted from the Pricing Certificate).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the date of delivery to the initial purchaser at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____ and _____ of each year, commencing _____, 20___, until maturity or prior redemption. Principal installments of this Certificate are payable on the Stated Maturity dates or on a redemption date to the registered owner hereof by _____, _____, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in ____, _____, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Obligations" shall mean tax and revenue obligations hereafter issued which by their terms are payable from ad valorem taxes and additionally payable from and secured by a parity lien on and pledge of the Net Revenues of the System of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

(b) The term "Certificates" shall mean the "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024" authorized by this Ordinance.

(c) The term "Certificate Fund" shall mean the special fund created and established under the provisions of Section 11 of this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(e) The term "Fiscal Year" shall mean the annual financial accounting period used with respect to the operations of the System now ending on September 30th of each year; provided, however, the City Council may change, by ordinance duly passed, such annual financial accounting period to end on another date if such change is found and determined to be necessary for budgetary or other fiscal purposes.

(f) Unless otherwise modified by the Pricing Officer, the term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

(g) The term "Gross Revenues" shall mean, with respect to the System and for any defined period, all income and revenues derived from the operation and ownership of the System, excluding, however, meter deposits, gifts, grants in aid of construction and similar kinds of receipts and moneys restricted as to use or expenditure.

(h) The term "Net Revenues" shall mean, with respect to the System and for any defined period, the Gross Revenues of the System after deducting the System's Operating and Maintenance Expenses.

(i) The term "Operating and Maintenance Expenses" shall mean, for any defined period, all current expenses and costs of operating and maintaining the System, including all salaries, labor, materials and repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any Certificates or obligations payable from and secured by a lien on the Net Revenues of the System, shall be deducted in determining "Net Revenues". Depreciation and payments into and out of the funds maintained for the payment of the Prior Lien Obligations and similar funds maintained for the payment of obligations payable from and secured by a lien on and pledge of the Net Revenues shall never be considered as Operating and Maintenance Expenses.

(j) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 21 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 20 hereof.

(k) The term "Prior Lien Obligations" shall mean (A) all revenue bonds or other obligations hereafter issued, payable solely from and secured only by a lien on and pledge of the Net Revenues of the System, and (B) obligations now outstanding and hereafter issued which by the terms of this Ordinance and the ordinances authorizing their issuance have a prior right and claim on the Net Revenues of the System to the claim and right securing the payment of the Certificates.

(l) The term "System" shall mean all plants, properties and facilities owned, operated and maintained by the City for the supply, storage and distribution of treated water and the collection, treatment and disposal of water-carried wastes, together with all future improvements, extensions, enlargements and additions thereto and replacements thereof.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2024 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), and all moneys deposited to the credit of such fund shall be shall be kept and maintained in a special banking account at the City's depository bank. The Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary, individually or collectively, of the City are hereby authorized and directed to make withdrawals from said fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds" and the City's investment policy; provided that all such investments shall be made in such a manner that the money required to be expended from said fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax on each one hundred dollars' valuation of taxable property in said City, within the limitations prescribed by law, adequate to pay such Debt Service Requirements while the Certificates remain Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully

sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates (or a sinking fund of 2% if greater than the amount due and payable on the Certificates) between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 13: Limited Pledge of Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, the Net Revenues of the System in an amount equal to $1,000 are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates, and the limited pledge of $1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System (until such time as the City shall pay all of such $1,000, after which time the pledge shall cease) in accordance with the terms and provisions hereof. Furthermore, such lien on and pledge of the Net Revenues securing the payment of the Certificates shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Texas Government Code, Chapter 1208, as amended ("Chapter 1208").

Chapter 1208 applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under

this Section 13 is to be subject to the filing requirements of the Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of the Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: System Fund. The City covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "System Fund" (hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of all necessary and reasonable Operating and Maintenance Expenses of the System as defined herein or required by statute to be a first charge on and claim against the revenues thereof.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinance(s) authorizing the issuance of Prior Lien Obligations.

Third: To the payment, equally and ratably, of the amounts pledged to the payment of the Certificates, the "City of Celina, Texas Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2021A" (the "Series 2021A Certificates") and Additional Obligations, if any.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues of the System in the System Fund, the amount of Net Revenues of the System pledged to the payment of the Certificates.

The City covenants and agrees that the amount of pledged Net Revenues of the System ($1,000), together with other lawfully available revenues appropriated by the City for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the

security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Subchapter C of Chapter 271, as amended.

(b) Other than for the payment of the Prior Lien Obligations, the Series 2021A Certificates and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

SECTION 18: Issuance of Prior Lien Obligations and Additional Parity Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue obligations payable, in whole or in part, from the Net Revenues of the System and, to the extent provided, secured by a lien on and pledge of the Net Revenues of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

SECTION 19: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinance(s) authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinance(s) authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 20: Mutilated - Destroyed - Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all

other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 21: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System (to the extent such pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Certificates shall no longer be regarded to be outstanding or unpaid. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Certificates, to call for redemption, at an earlier date those Certificates which have been defeased to their maturity date, if the City (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Certificates for redemption; (ii) gives notice of the reservation of that right to the Owners immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City.

Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 22: Ordinance a Contract - Amendments. This Ordinance, together with the Pricing Certificate, shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City while any Certificates remain Outstanding except as permitted in this Section and in Section 36 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 23: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"*Computation Date*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"*Investment*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"*Rebate Amount*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Regulations*" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue

Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"*Yield*" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038 G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, the general fund, or other appropriate fund or, if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary, individually or collectively, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Qualified Tax-Exempt Obligations. The Pricing Officer is hereby authorized to designate in the Pricing Certificate the designation of the Certificates as "qualified tax-exempt obligations" in accordance with the provisions of the paragraph (3) of subsection (b) of Section 265 of the Code in the event the Certificates qualify for such designation and confirm that the Certificates are not "private activity bonds" as defined in the Code and confirm the amount of "tax-exempt obligations" to be issued by the City (including all subordinate entities of the City) for the calendar year in which the Certificates are issued will not exceed the applicable limitation.

SECTION 24: Sale of Certificates – Official Statement Approval. The Certificates authorized by this Ordinance are to be sold by the City to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the "Purchase Contract"), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City, as the act and deed of this Council, and to make a determination as to whether the terms are in the City's best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Certificates;

2. The details of any public offering of the Certificates by the Purchasers, if any;

3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Certificates and the City's Rule 15c2-12 compliance, if applicable;

4. A security deposit for the Certificates, if any;

5. The representations and warranties of the City to the Purchasers;

6. The details of the delivery of, and payment for, the Certificates;

7. The Purchasers' obligations under the Purchase Contract;

8. The certain conditions to the obligations of the City under the Purchase Contract;

9. Termination of the Purchase Contract;

10. Particular covenants of the City;

11. The survival of representations made in the Purchase Contract;

12. The payment of any expenses relating to the Purchase Contract;

13. Notices; and

14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Certificates.

The Mayor or Mayor Pro Tem and City Secretary of the City and the Pricing Officer are each further authorized and directed to deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement prepared in connection with the offering of the Certificates by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by such officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 25: Proceeds of Sale. The proceeds of sale of the Certificates, excluding accrued interest, if any, received from the Purchasers, and amounts to pay costs of issuance and any additional proceeds to be deposited to the Certificate Fund as specified in the Pricing Certificate, shall be deposited in a construction fund maintained at a depository bank of the City. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted by Texas Government Code, Section 2256.015 et seq., as amended, and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Accrued interest, if any, received from the Purchasers as well as any surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 26: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchaser.

SECTION 27: Notices to Holders Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class, postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 28: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 29: Bond Counsel's Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION 30: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 31: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 32: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 33: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 34: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 35: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 36: Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in the year stated in the Pricing Certificate, financial information and operating data with respect to the City of the general type of information contained in the Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) within twelve months after the end of each fiscal year ending in the year stated in the Pricing Certificate, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available within 12 months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;
(2) Non-payment related defaults, if material;
(3) Unscheduled draws on debt service reserves reflecting financial difficulties;
(4) Unscheduled draws on credit enhancements reflecting financial difficulties;
(5) Substitution of credit or liquidity providers, or their failure to perform;
(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
(7) Modifications to rights of holders of the Certificates, if material;
(8) Certificate calls, if material, and tender offers;
(9) Defeasances;
(10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
(11) Rating changes;
(12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding

paragraphs (15) and (16) in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City's financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule

to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 37: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, and City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 40: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 41: Effective Date. This Ordinance shall take effect and be in full force from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of page left blank intentionally]

PASSED AND ADOPTED, this May 14, 2024.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2024 (this "Agreement"), by and between _____, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the City of Celina, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Celina, Texas Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2024" (the "Securities"), dated _____, 2024, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2024; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE
APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO
DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Authorizing Document" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

"Bank Office" means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

"Responsible Officer", when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any

other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE
PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

_____
Attention: _____
_____
_____

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR
REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other

information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE
THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on the following page of such officer's internet website:

https://comptroller.texas.gov/purchasing/publications/divestment.php

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.12 shall survive the termination of this Agreement until the statute of limitations has run.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

_____ BANK

By:_____

Title: _____

Address:

CITY OF CELINA, TEXAS

By: _____
_____ and Pricing Officer

Address: 142 N. Ohio Street
Celina, Texas 75009

Life Connected.

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
Intiated by:	Scott Harper
Date:	May 14, 2024
Re:	Bid 2024-099 - Bothwell Boulevard Median Lighting Construction, R75

Action Requested:
Consider and act to award bid 2024-099 for the Bothwell Boulevard Median Lighting project to Roadway Solutions, Inc., at the unit prices listed in the amount of $994,955.00 plus ten percent contingency in the amount of $99,495.50 for a total amount not to exceed $1,094,450.50. (Glasgow)

Background Information:
In May 2023, the City contracted with Lee Engineering to complete an arterial lighting design on Bothwell Boulevard from Parvin Road to Crutchfield Drive. The design project includes the installation of light poles, luminaries, conduits, and meters to illuminate Bothwell Boulevard. Staff brought this before the council in April 2024 for an initial award. The council requested staff research alternative funding aside from bond funds. Please see below for a more detailed analysis and potential options.

PID
The purpose of the PID is to fund public infrastructure as approved by the Service and Assessment Plan (SAP), which typically includes roadway, water, wastewater, and drainage projects. To fund these public improvements, a special assessment is levied on each house/lot within the PID. Homeowners/property owners may pay these assessments annually through their tax bill or they may be repaid all at once.

For the Sutton Fields II PID, all funds have been reimbursed to the developer for completed roadway, water, wastewater, and drainage projects. There are no funds available for the Bothwell Blvd lighting project.

TIRZ

The purpose of the TIRZs 4 and 8 is to reduce the PID special assessment levied on each house/lot. A portion of the property tax revenue growth within the TIRZ is dedicated for use within the TIRZ. The participation rate for TIRZ 4 is 13.22% and for TIRZ 8 is 7.76%. The project and financing plans of the TIRZs authorize all of the funds generated to be used to repay the PID bonds that funded the public improvements. These TIRZ debt payments reduce each property owner's annual PID payment within their property tax bill from the tax office. The project and financing plans for the TIRZs do not authorize funds to be expended for additional infrastructure projects within the TIRZs. Additionally, the City included the dedication of TIRZ revenue in its disclosures to bond holders for the Sutton Fields II PID bonds. Therefore, within the current project and financing plan and in compliance with the disclosures to bond holders, there are no available funds with TIRZ 4 or TIRZ 8 for the Bothwell Blvd lighting project.

Based on staff's research, there is no available funding within the PID or TIRZs for the Bothwell Blvd streetlight project. Staff proposes to use either roadway impact fees or bonds to fund this improvement.

Legal Review:

Contracts have been previously reviewed and approved.

Supporting Documents:

1. Agreement - Bothwell Blvd Median Lighting
2. Agenda - Bid Tabulation - Bothwell
3. Agenda Recap-Bothwell Blvd Median Lighting R75
4. BothwellBlvd - StarLocationMap
5. BothwellBlvd
6. Bothwell Blvd Staff Presentation

Financial Consideration:

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

Staff Recommendation:

Staff recommends awarding the contract as presented.

SECTION 00410

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and **Roadway Solutions, Inc.** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants, hereby agree as follows:

ARTICLE 1 – WORK

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

City of Celina
Bothwell Blvd. Median Lighting
BID 2024-099
PROJECT: R75

ARTICLE 2 – THE PROJECT

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

The construction project includes approximately 1.3 miles of lighting along Bothwell Blvd from Parvin Road to the dead-end.

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 75 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **$1,000.00** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to

complete the remaining Work within the Contract Time or any proper extension thereofgranted by OWNER, CONTRACTOR shall pay OWNER **$1,000.00** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: $ 9 9 4 , 9 5 5 . 0 0

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. ***95%*** of Work completed (with the balance being retainage).

   b. ***95%*** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ***95%*** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less ***100%*** of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of ***0%*** per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.`

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following in their entirety:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;
8. Drawings;
9. All Addenda;
10. Exhibits to this Agreement:
    a. CONTRACTOR'S Bid Response;
    b. CONTRACTOR'S Insurance
    c. Documentation submitted by CONTRACTOR prior to Notice of Award

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Written Amendments;

    b. Work Change Directives;

    c. Change Order(s).

B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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

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

EXECUTED in single or multiple originals of the last date signed.

CITY OF CELINA, TEXAS	**CONTRACTOR**
	MORRIE GAMINI (Apr 1, 2024 11:45 CDT)
	Morteza Gamini VP
	Printed Name & Title
	Apr 1, 2024
Date	Date
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **469-813-4194** **contracts@celina-tx.gov**	1425 Crescent Drive Carrollton, TX 75006 1425 Crescent Drive Carrollton, TX 75006 1425 Crescent Drive Carrollton, TX 75006 1425 Crescent Drive Carrollton, TX 75006 1425 Crescent Drive Carrollton, TX 75006

EJCDC® C-410, Bid Form for Construction Contract.
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Tab Sheet
2024-099
Bothwell Blvd Median Lighting, R75

				Roadway Solutions, Inc.		Road Solutions	
				Total Price	$ 994,955.00	Total Price	$ 1,038,010.00
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**
1	LINE ITEMS - BOTHWELL BLVD LIGHTING						
1.1	Drilled Shaft Foundation (Luminaire Pole)	344	LF	$610.00	$ 209,840.00	$422.00	$ 145,168.00
1.2	Conductor, Size 6 Type Bare	7,330	LF	$2.00	$ 14,660.00	$3.00	$ 21,990.00
1.3	Conductor, Size 6 Type Insulated	14,660	LF	$3.00	$ 43,980.00	$2.70	$ 39,582.00
1.4	Electrical Service (Type A)	2	EA	$9,800.00	$ 19,600.00	$11,000.00	$ 22,000.00
1.5	Steel Light Pole, Type [31' MH] Twin (Furnish & Install)	41	EA	$8,250.00	$ 338,250.00	$9,890.00	$ 405,490.00
1.6	Steel Light Pole, Type [31' MH] Single (Furnish andInstall)	1	EA	$7,900.00	$ 7,900.00	$8,540.00	$ 8,540.00
1.7	Steel Light Pole, Type [21' MH] Single (Furnish and Install)	1	EA	$7,800.00	$ 7,800.00	$7,950.00	$ 7,950.00
1.8	Luminaire, Type [108W LED] (Furnish and Install)	84	EA	$985.00	$ 82,740.00	$1,190.00	$ 99,960.00
1.9	Conduit, 2", PVC Sch 40, Trench	4,765	LF	$14.00	$ 66,710.00	$15.00	$ 71,475.00
1.10	Conduit, 2", PVC Sch 40, Bore	95	LF	$35.00	$ 3,325.00	$41.00	$ 3,895.00
1.11	Conduit, 4", PVC Sch 40, Bore	3,560	LF	$45.00	$ 160,200.00	$45.00	$ 160,200.00
1.12	Ground Box, Type A with Apron	7	EA	$1,600.00	$ 11,200.00	$1,680.00	$ 11,760.00
1.13	Traffic Control	1	LS	$28,750.00	$ 28,750.00	$40,000.00	$ 40,000.00
					$ 994,955.00		$ 1,038,010.00

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2024-099
BOTHWELL BLVD MEDIAN LIGHTING (REBID)
PROJECT #: R75

Bid Opening Date: March 21, 2024 Bid Opening Time: 10:00 AM

Number of Invitations Sent/Vendors Notified: 251
Number of Submissions: 2
Number of Non-Responsive Bids: 0
Number of Responsive Bids: 2
Number of No Bids: 0

Review/Evaluation:

An initial review was completed by Purchasing to determine the responsiveness of each bidder. The responses were then sent to the department for further review.

Coop/Sole Source:

N/A

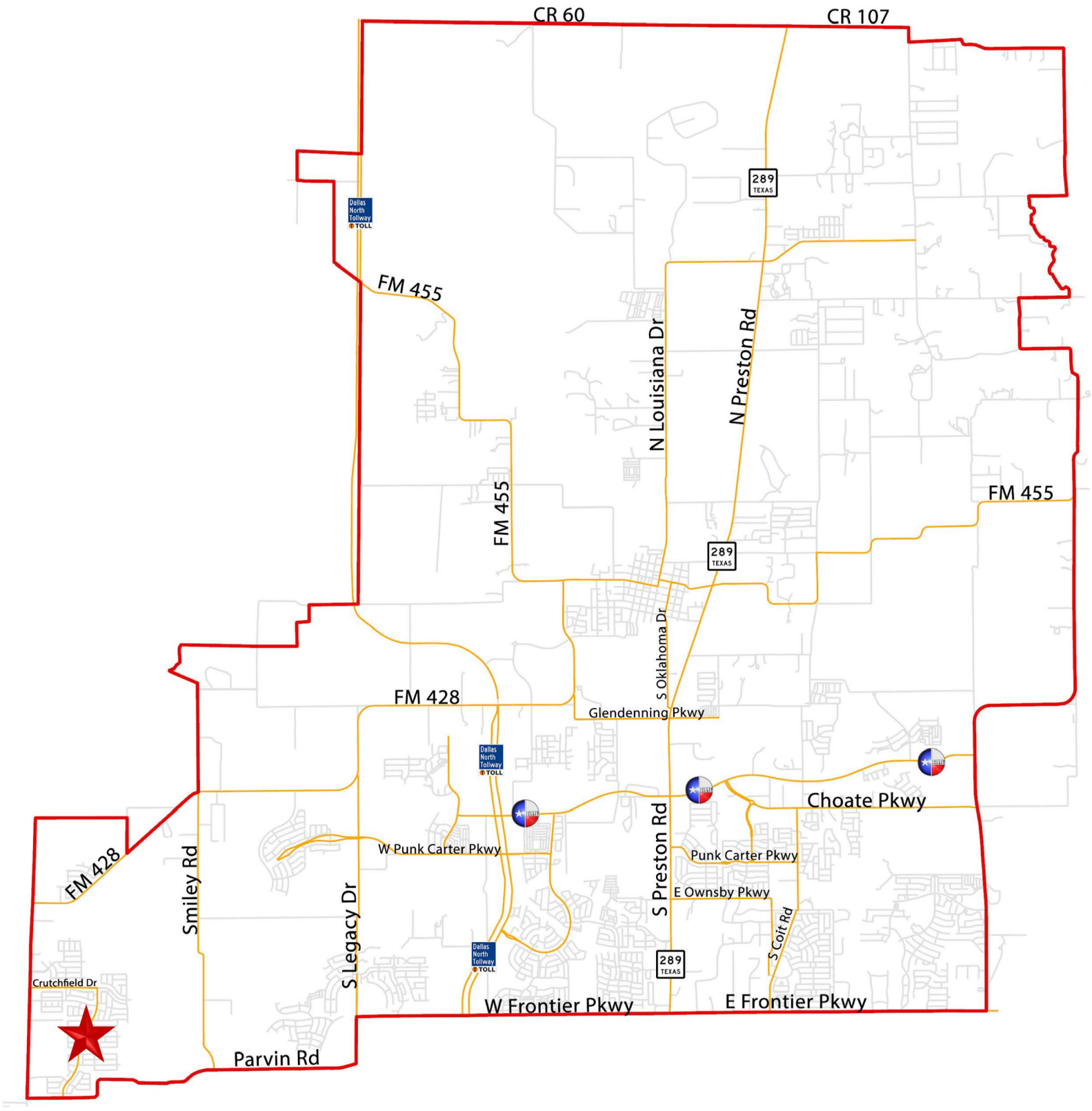
Recommendation:
Upon review, the requesting department recommends the following.

Recommended Vendor(s): Roadway Solutions, Inc.

Contract Term/Period: 75 Calendar Days

Dawn Berry
Purchasing Director

4/1/2024
Date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Parvin Rd

CELINA
TEXAS
EST. 1876
Life Connected.

CRUTCHFIELD RD
WORDSWORTH AVE
SUTTON FIELDS TRL
HALTON DR
HIGHTOWER ST
BOTHWELL BLVD
LIVERPOOL ST
PAINSWICK DR
PENSBY DR
ROSTHERNE DR
TUDOR PLACE
PARVIN RD

Legend

- Bothwell Blvd
- Roads
- Parcels

Bothwell Blvd Exhibit

City of Celina

3/27/2024

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BOTHWELL BLVD MEDIAN LIGHTING

CONSTRUCTION AWARD

May 14th, 2024

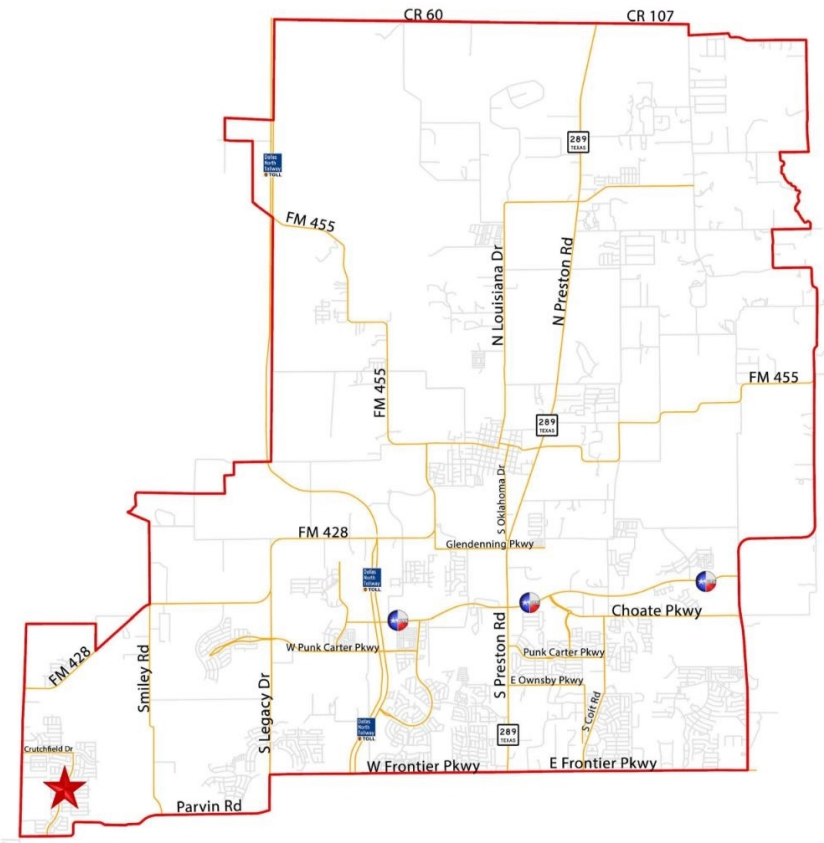
Andy Glasgow, P.E., PMP, CFM
Director of Engineering



INTRODUCTION

- This item is to consider and act to award a construction contract to Roadway Solutions, Inc. for the Bothwell Boulevard Median Lighting project.
- Lee Engineering completed the arterial lighting design in December 2023.
- Bid invitation was sent out to 251 Vendors and 2 responses were received.
- Construction contract is for 75 days

PROJECT LOCATION



- Southwest side of the City
- Sutton Fields Subdivision
- Located east of FM 1385 and north of Parvin Road

EXISTING CONDITIONS



- The existing median does not have street lights
- Extents of the project is from Parvin Rd to the current dead-end just north of Crutchfield Blvd.

BID 2024-099

- Lowest apparent bidder is Roadway Solutions, Inc.
- Bid Price: $994,955.00
- 10% Contingency: $99,495.50
- Total Not to Exceed: $1,094,450.50

Tab Sheet
2024-099
Bothwell Blvd Median Lighting, R75

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1.4	Electrical Service (Type A)	2	EA	$9,800.00	$ 19,600.00	$11,000.00	$ 22,000.00
1.5	Steel Light Pole, Type [31' MH] Twin (Furnish & Install)	41	EA	$8,250.00	$ 338,250.00	$9,890.00	$ 405,490.00
1.6	Steel Light Pole, Type [31' MH] Single (Furnish andInstall)	1	EA	$7,900.00	$ 7,900.00	$8,540.00	$ 8,540.00
1.7	Steel Light Pole, Type [21' MH] Single (Furnish and Install)	1	EA	$7,800.00	$ 7,800.00	$7,950.00	$ 7,950.00
1.8	Luminaire, Type [108W LED] (Furnish and Install)	84	EA	$985.00	$ 82,740.00	$1,190.00	$ 99,960.00
1.9	Conduit, 2", PVC Sch 40, Trench	4,765	LF	$14.00	$ 66,710.00	$15.00	$ 71,475.00
1.10	Conduit, 2", PVC Sch 40, Bore	95	LF	$35.00	$ 3,325.00	$41.00	$ 3,895.00
1.11	Conduit, 4", PVC Sch 40, Bore	3,560	LF	$45.00	$ 160,200.00	$45.00	$ 160,200.00
1.12	Ground Box, Type A with Apron	7	EA	$1,600.00	$ 11,200.00	$1,680.00	$ 11,760.00
1.13	Traffic Control	1	LS	$28,750.00	$ 28,750.00	$40,000.00	$ 40,000.00
					$ 994,955.00		$ 1,038,010.00

QUESTIONS

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrew Figueroa, Director of Public Works
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Drew Jenks
Date:	May 14, 2024
Re:	2024 Annual Street Maintenance Construction Award

Action Requested:
Consider and act to award bid 2024-108 Addendum 2 for the 2024 Annual Street Maintenance (ASM) project to Apple Pavement Services LLC, at the unit prices listed in the amount of $3,788,628.00 plus fifteen percent contingency in the amount of $568,294.20 for a total amount not to exceed $4,356,922.20. (Figueroa)

Background Information:
On April 29, 2024, the City received responses to bid 2024-108 for the 2024 Annual Street Maintenance (ASM) project. The project included paving repairs to South Georgia from Cedar Street to Ash Street as the base bid as well as the following alternates:

- Alternate 1: Dove Creek Street from Preston Hills Circle to the end of the street
- Alternate 2: Preston Hills Circle from Frontier Parkway to Pheasant Run Street
- Alternate 3: Preston Hills Circle from Pheasant Run Street to CR 83
- Alternate 4: County Road 128 from FM 455 to south of CR 130
- Alternate 5: County Road 132 from CR 130 to CR 131
- Alternate 6: Miscellaneous Spot Repairs which include concrete panel replacement, asphalt spot repairs, and crack sealing.

Staff reviewed the submittal of two respondents and recommended awarding the base bid plus all alternates for the 2024 ASM project to Apple Pavement Services LLC. The contract period is 120 calendar days.

Legal Review:

Contract documents have been previously reviewed and approved.

Supporting Documents:

1. 2024-108 Agreement_Applepavement_ASM2024_Partially Executed
2. Bid Tabulation by Line
3. Agenda Recap
4. 24 ASM Presentation Council 5-1-2024

Financial Consideration:

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

Staff Recommendation:

Staff recommends awarding bid 2024-108 as presented.

SECTION 00-400

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and **Applepavement Services LLC** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby agree as follows:

ARTICLE 1 – WORK

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

City of Celina
2024 ANNUAL STREET MAINTENANCE
BID 2024-108
PROJECT ASM2024R

ARTICLE 2 – THE PROJECT

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

The 2024 Annual Street Maintenance project consists of repairs to existing roadways with the City.

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within **90** days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **120** days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER, and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER ***$2000*** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER ***$2000*** for each day that expires

after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: **$3,788,628.00**

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. ***95%*** of Work completed (with the balance being retainage).

   b. ***95%*** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ***95%*** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less ***100%*** of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of ***0%*** per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.`

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following in their entirety:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;
8. Drawings;
9. All Addenda;
10. Exhibits to this Agreement:
    a. CONTRACTOR’S Bid Response;
    b. CONTRACTOR’S Insurance
    c. Documentation submitted by CONTRACTOR prior to Notice of Award
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Written Amendments;

b. Work Change Directives;

c. Change Order(s).

B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

EXECUTED in single or multiple originals with an effective date of **May 15th, 2024.**

CITY OF CELINA, TEXAS	**CONTRACTOR.**
	Apple Pavement Services Apple Pavement Services (Apr 29, 2024 17:22 CDT)
Signature	Signature
	Corey Bounds
Printed Name & Title	Printed Name & Title
Address for giving notices: **City of Celina** **142 N. Ohio** **Celina, TX 75009** **Attn: Contracts** **469-813-4194** **contracts@celina-tx.gov**	Address for giving notices: 14850 Montfort Dr #295 D

EJCDC® C-410, Bid Form for Construction Contract.
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Signature:

Email: rquigley@celina-tx.gov

Bid Tabulation

Annual Street Maintenance 2024-108

				Applepavement Services LLC		CCGMG LLC Series B	
				Total Price	$3,788,628.00	Total Price	$3,828,907.10
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Base Bid - South Georgia	1		$229,394.00	$229,394.00	$285,767.00	$285,767.00
1.1	Cement Treated (FDR) Existing Roadway	1998	SY	$15.00	$29,970.00	$17.50	$34,965.00
1.2	2-inch HMAC Type D	1998	SY	$60.00	$119,880.00	$70.00	$139,860.00
1.3	SWPPP	1	LS	$5,000.00	$5,000.00	$20,000.00	$20,000.00
1.4	Sod (Bermuda)	450	SY	$25.00	$11,250.00	$7.00	$3,150.00
1.5	Traffic Control	1	LS	$5,000.00	$5,000.00	$25,000.00	$25,000.00
1.6	Silt Fence	1498	LF	$3.00	$4,494.00	$4.00	$5,992.00
1.7	8-inch PVC Water	350	LF	$85.00	$29,750.00	$100.00	$35,000.00
1.8	8-inch Gate Valve	2	EA	$4,500.00	$9,000.00	$7,000.00	$14,000.00
1.9	Ductile Iron Fittings	0.2	TON	$10,000.00	$2,000.00	$5,000.00	$1,000.00
1.10	Connect to Existing Water	2	EA	$4,500.00	$9,000.00	$2,500.00	$5,000.00
1.11	Trench Safety for Water	350	LF	$3.00	$1,050.00	$3.00	$1,050.00
1.12	Construction Entrance	1	EA	$3,000.00	$3,000.00	$750.00	$750.00
2	Alternate - Dove Creek Street	1		$165,375.00	$165,375.00	$216,417.75	$216,417.75
2.1	Cement Treated (FDR) Existing Roadway	1847	SY	$15.00	$27,705.00	$17.50	$32,322.50
2.2	2-inch HMAC Type D	1847	SY	$60.00	$110,820.00	$70.75	$130,675.25
2.3	SWPPP	1	LS	$5,000.00	$5,000.00	$20,000.00	$20,000.00
2.4	Sod (Bermuda)	410	SY	$25.00	$10,250.00	$7.00	$2,870.00
2.5	Traffic Control	1	LS	$5,000.00	$5,000.00	$25,000.00	$25,000.00
2.6	Silt Fence	1200	LF	$3.00	$3,600.00	$4.00	$4,800.00
2.7	Construction Entrance	1	EA	$3,000.00	$3,000.00	$750.00	$750.00
3	Alternate - Preston Hills Circle	1		$1,154,057.00	$1,154,057.00	$1,103,584.00	$1,103,584.00
3.1	Cement Treated (FDR) Existing Roadway	13317	SY	$15.00	$199,755.00	$13.50	$179,779.50
3.2	2-inch HMAC Type D	13317	SY	$60.00	$799,020.00	$60.50	$805,678.50
3.3	SWPPP	1	LS	$10,500.00	$10,500.00	$20,000.00	$20,000.00
3.4	Sod (Bermuda)	4000	SY	$25.00	$100,000.00	$7.00	$28,000.00
3.5	Traffic Control	1	LS	$8,500.00	$8,500.00	$25,000.00	$25,000.00
3.6	Silt Fence	11094	LF	$3.00	$33,282.00	$4.00	$44,376.00
3.7	Construction Entrance	1	EA	$3,000.00	$3,000.00	$750.00	$750.00
4	Alternate -North Preston	1		$171,620.00	$171,620.00	$166,698.00	$166,698.00
4.1	Cement Treated (FDR) Existing Roadway	256	SY	$15.00	$3,840.00	$58.50	$14,976.00
4.2	2-inch HMAC Type D	256	SY	$25.00	$6,400.00	$97.75	$25,024.00
4.3	Roadway Preparation/Level-Up	4076	SY	$15.00	$61,140.00	$8.00	$32,608.00
4.4	Single Course Surface Treatment	4076	SY	$13.50	$55,026.00	$14.75	$60,121.00
4.5	Traffic Control	1	LS	$7,500.00	$7,500.00	$10,000.00	$10,000.00
4.6	Silt Fence	3600	LF	$3.00	$10,800.00	$4.00	$14,400.00
4.7	Construction Entrance	1	EA	$3,000.00	$3,000.00	$750.00	$750.00
4.8	2-18inch CMP (Remove and Replace with RCP)	63	LF	$75.00	$4,725.00	$10.00	$630.00
4.9	2-18inch CH-FW-0 Headwall	2	EA	$6,500.00	$13,000.00	$1,000.00	$2,000.00
4.10	Pavement Repair	60	SY	$100.00	$6,000.00	$100.00	$6,000.00
4.11	Trench Safety	63	LF	$3.00	$189.00	$3.00	$189.00
5	Alternate -CR 128	1		$714,862.00	$714,862.00	$716,817.50	$716,817.50
5.1	Cement Treated (FDR) Existing Roadway	8406	SY	$15.00	$126,090.00	$14.75	$123,988.50
5.2	2-inch HMAC Type D	8406	SY	$60.00	$504,360.00	$60.50	$508,563.00
5.3	SWPPP	1	LS	$7,500.00	$7,500.00	$20,000.00	$20,000.00
5.4	Sod (Bermuda)	1900	SY	$25.00	$47,500.00	$7.00	$13,300.00
5.5	Traffic Control	1	LS	$7,500.00	$7,500.00	$25,000.00	$25,000.00
5.6	Silt Fence	6304	LF	$3.00	$18,912.00	$4.00	$25,216.00
5.7	Construction Entrance	1	EA	$3,000.00	$3,000.00	$750.00	$750.00
6	Alternate - CR 132	1		$1,065,476.00	$1,065,476.00	$1,040,562.00	$1,040,562.00
6.1	Cement Treated (FDR) Existing Roadway	12656	SY	$15.00	$189,840.00	$13.50	$170,856.00
6.2	2-inch HMAC Type D	12656	SY	$60.00	$759,360.00	$60.50	$765,688.00
6.3	SWPPP	1	LS	$7,500.00	$7,500.00	$20,000.00	$20,000.00

6.4	Sod (Bermuda)	2900	SY	$25.00	$72,500.00	$7.00	$20,300.00
6.5	Traffic Control	1	LS	$7,500.00	$7,500.00	$25,000.00	$25,000.00
6.6	Silt Fence	9492	LF	$3.00	$28,476.00	$4.00	$37,968.00
6.7	Construction Entrance	1	EA	$300.00	$300.00	$750.00	$750.00
7	Alternate -Miscellaneous Spot Repairs	1		$287,844.00	$287,844.00	$299,060.85	$299,060.85
7.1	Concrete Panel Replacement (Various Areas)	589	SY	$130.00	$76,570.00	$200.00	$117,800.00
7.2	Asphalt Replacement (Various Areas)	2953	SY	$58.00	$171,274.00	$44.45	$131,260.85
7.3	Crack Sealant	50000	LF	$0.80	$40,000.00	$1.00	$50,000.00

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2024-108
SOLICITATION NAME: 2024 Annual Street Maintenance (ASM)
PROJECT #: ASM2024R

Bid Opening Date: April 29th, 2024 Bid Opening Time: 10:00 AM

Number of Invitations Sent/Vendors Notified:	413
Number of Submissions:	2
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	2
Number of No Bids:	2

Review/Evaluation:

Purchasing completed an initial review to determine each bidder's responsiveness. The responses were then sent to the department for further review.

Coop/Sole Source:

N/A

Recommendation:
Upon review, the requesting department recommends the following.

Recommended Vendor(s): Apple Pavement Services

Contract Term/Period: 120 Days

Dawn Berry
Purchasing Director

May 6, 2024
Date

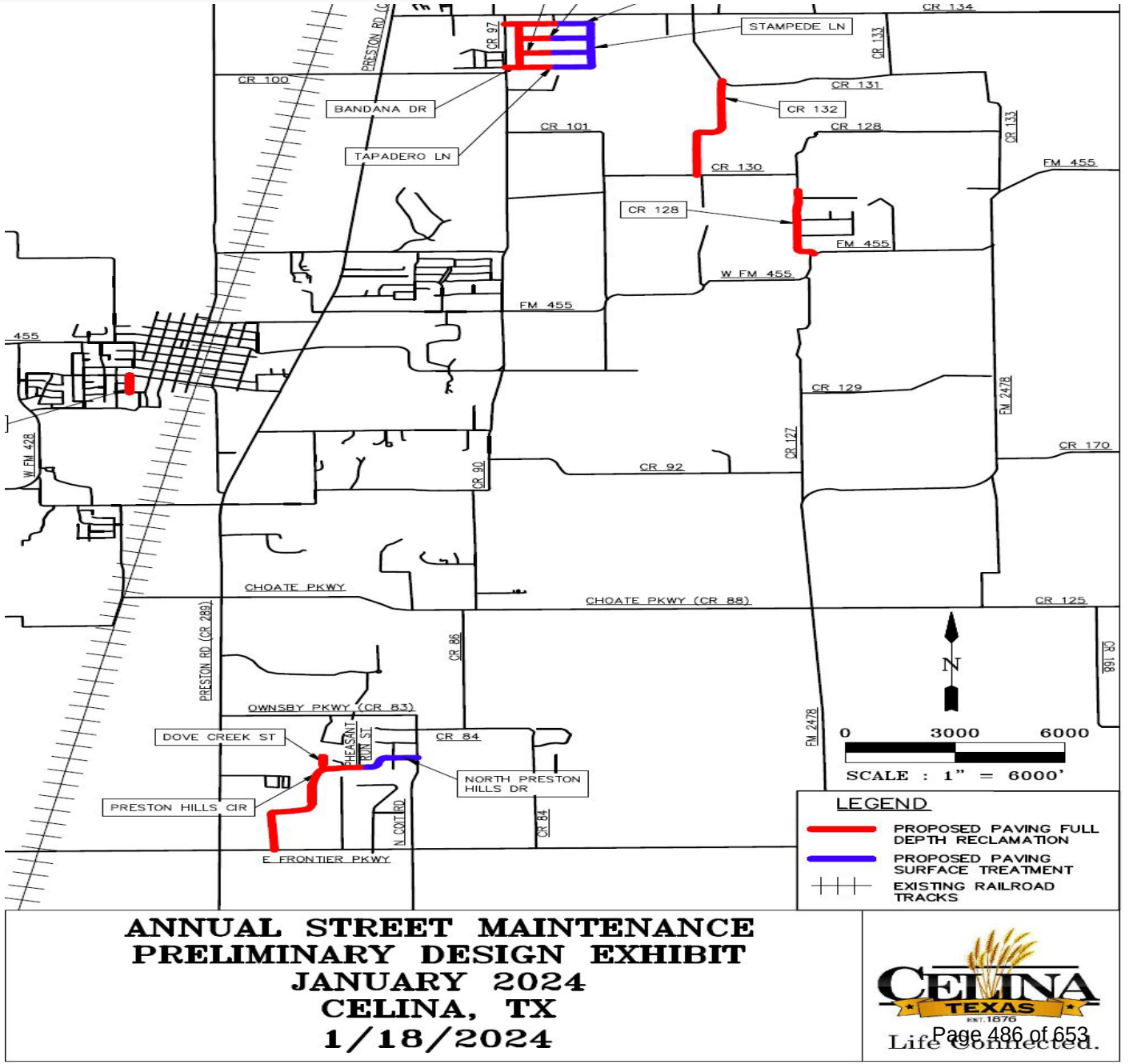
2024 Annual Street Maintenance

Andrew Figueroa
May 14, 2024



TIMELINE

- PCI Completed 2023
- Council Workshop Feb-2024
- Bid Project (April)
- Award Project (May)
- Start Construction (June)

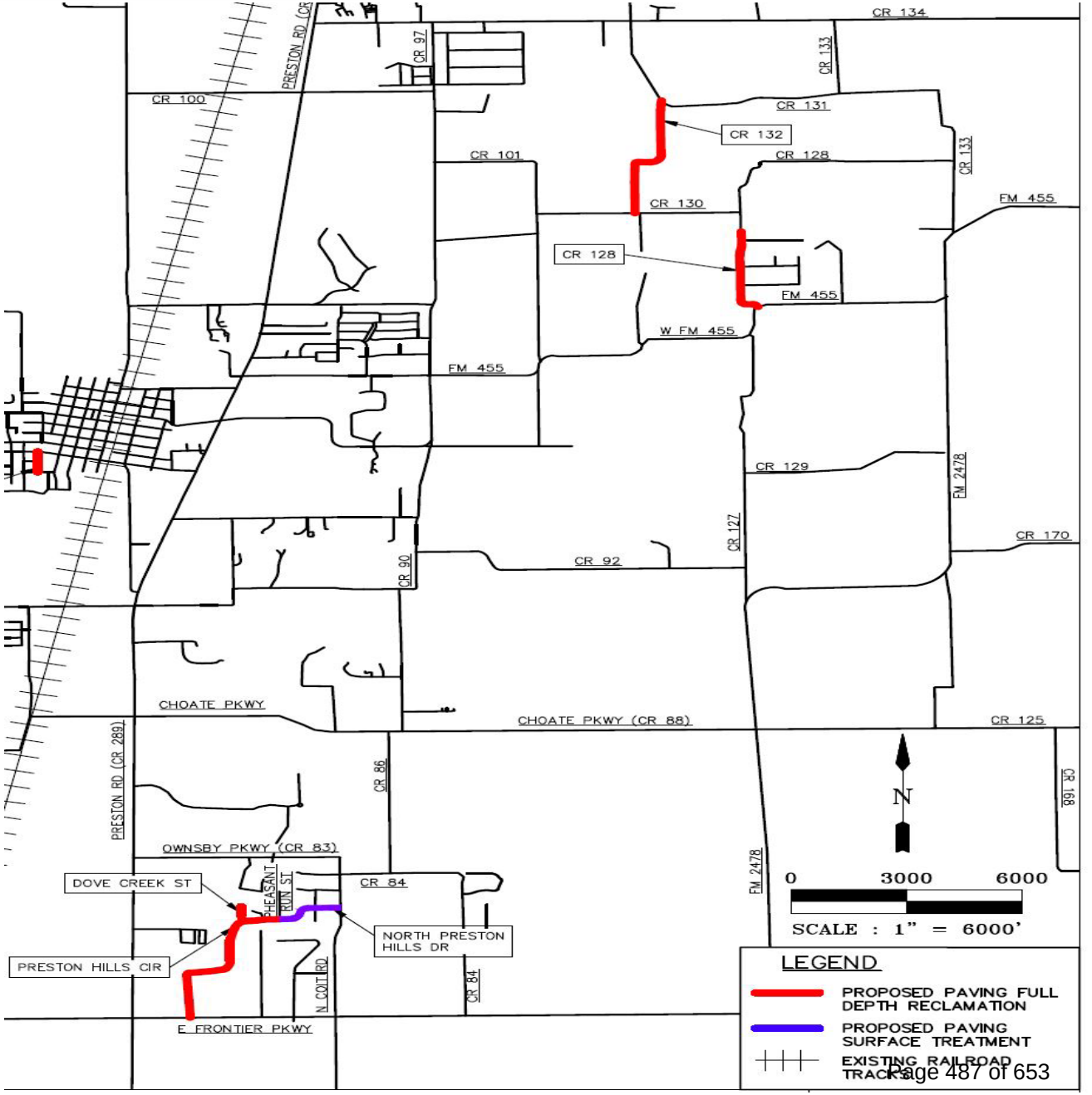


2024 ASM OVERVIEW

Roadway Rehabilitation Areas

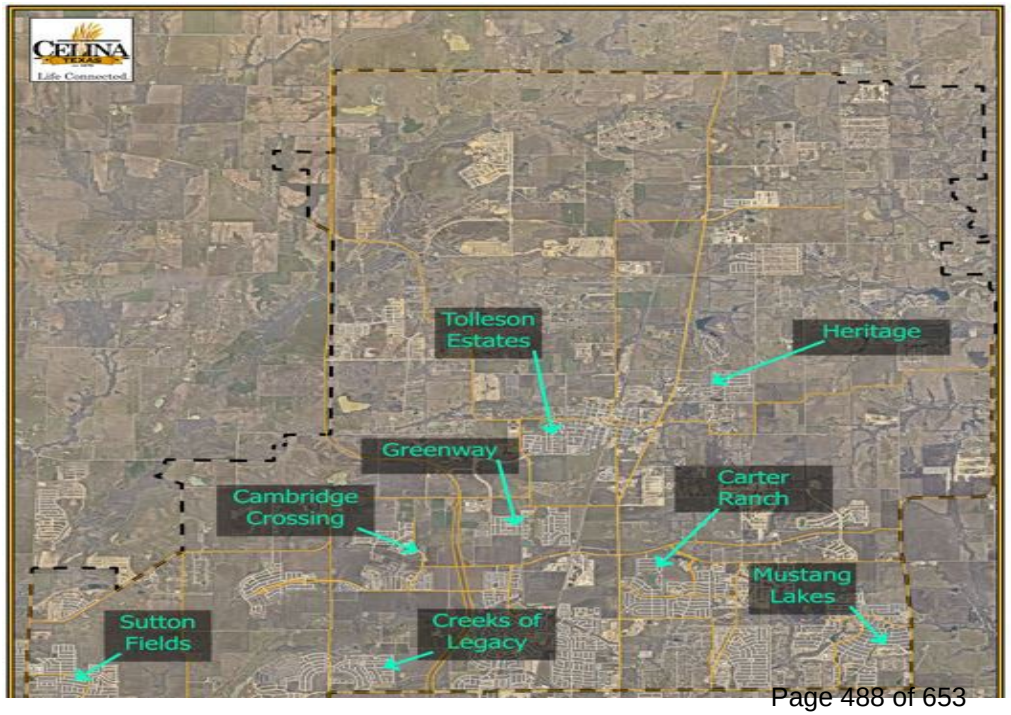
Total Projected Cost: $4,356,922.20

- South Georgia
- Dove
- Preston Circle
- County Road 128
- County Road 132





- Roadway Panel Replacements
- Curb Repairs
- Crack Sealing



2024 ASM MISCELLANEOUS ITEMS

2024 ASM MISCELLANEOUS ITEMS

Concrete Panel Replacement



Concrete Sealing



Crack Sealing Asphalt



Curb Repair



QUESTIONS?

Life Connected.

Engineering
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
Intiated by:	Andy Glasgow
Date:	May 14, 2024
Re:	Old Celina Park Playground Construction Manager At Risk GMP, P13

Action Requested:
Consider and act to authorize Amendment 1 to add the Guaranteed Maximum Price (GMP) for the construction of the Old Celina Park playground through the Construction Manager At Risk, Dean Construction, in the amount of $7,232,250.20. (Glasgow)

Background Information:
On June 13th, 2023, City Council approved an agreement for Construction Manager at Risk (CMAR) services with Dean Construction for the Old Celina Park Playground Improvements. Design is complete and staff requested bids be issued by the CMAR for the project in accordance with statute. The CMAR issued bids in late February 2024 with a due date in mid-March for preparing the site, removal of existing equipment, utilities, landscaping and irrigation, concrete sidewalks, play surface and concrete paving, rough and finish grading, topsoil and seeding, pavilions, stone or masonry exterior veneer, structural steel or cast in place concrete frame (columns and joists), miscellaneous metals and metal fabrications, rough and finish carpentry, millwork and casework, mechanical, plumbing and electrical systems, lighting, water feature, and playground equipment acquisition and installation.

The CMAR posted the bid notice with Virtual Builders Exchange, DFW Minority Supplier Development Council, Dodge Construction Network, Construction Journal, Construct Connect, Civcast and Plan Hub. Additionally, staff posted their bid on the City's eProcurement system.

The response to the bid was low, and many items only received one response. City staff requested the CMAR rebid the project. The rebid was posted in the same location and responses were received in April. This solicitation received a better response.

Dean Construction presented the GMP to staff for review. Staff is requesting authorization to begin construction.

Legal Review:
Construction Documents have been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Old Celina Park Amendment 1 GMP
3. OCP - StarLocationMap

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

Staff Recommendation:
Staff recommends approval of the GMP.

OLD CELINA PARK PLAYGROUND – CMAR GMP

May 14, 2024

Andy Glasgow, P.E., PMP, CFM
Director of Engineering



OLD CELINA PARK PLAYGROUND

Highlights

- **All-inclusive Play**
- **Ages 2 -12**
- **Water feature**
- **Multiuse Court**

Schedule

- Guaranteed Maximum Price to Council – May 2024
- Construction - June 2024– June 2025






2-5 PLAY AREA


5-12 PLAY AREA


5-12 PLAY AREA

DEAN CONSTRUCTION

Projects Highlights

- Old Celina Park, Celina TX
- Dream Park, Forth Worth, TX
- Northfield Park, North Richland Hills







GUARANTEED MAXIMUM PRICE

Invitation for Bids

- Issued 4/1/24 and closed 4/29/24
- Received bids from 16 vendors
- CMAR OPCC $7,339,748.37
- GMP of $7,232,250.20 with 10% contingency

		AND	J&J	Nema3	Dean	Alford	Earthtones	Robinson Fence	Vista	Ten Hagen	C&B	DFW Turf	Bear Creek	Johnson Turf	Tri-Dal	ProCiv	A&EV
1	Erosion Control																
2	Demo & Earthwork					$525,991.00			$449,768.00	$541,350.00						$706,333.00	
3	Temp Fence & Tree				$ 7,400.00												
4	Structural Soil				$234,000.00		$163,143.00				$ 85,240.00						
5	Utilities												$386,675.00		$418,400.00		$540,767.00
6	jTree Relocaion										$ 72,000.00			$ 74,320.00			
7	Chain Link Back Stops				$ 11,800.00			$ 21,100.00									
8	Site Concrete				$428,200.00												
9	Site Electrical			$389,790.00													
10	Site Masonry		$125,250.80														
11	Gateway Arch way				$ 84,600.00												
12	Fine Grade playground				$ 40,000.00							$514,953.20				$285,000.00	
13	Irrigation	$ 26,000.00					$ 15,567.00				$205,500.00						
14	Landscape						$ 82,108.00				$ 49,000.00			$ 75,556.00			
15	Turf				$ 11,000.00						$129,340.00						

QUESTIONS?

AMENDMENT TO CONTRACT

CONSTRUCTION MANAGER AT RISK

Amendment 1 - GMP

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **Dean Construction** (hereinafter referred to as the "Contractor/Provider") for**Old Celina Park Playground Improvements, P13**, (hereinafter referred to as the "Services"), the Owner and the Provider hereby agree as follows:

AGREEMENT

Amendment 1 modifies the following conditions to the original contract.

1. Article 1, item 8: Add
   a. Amendment 1: GMP

2. Guaranteed Maximum Price: $7,232,250.20
3. Exhibit 1 to Amendment 1

AMENDMENT

This contract may only be amended by the written mutual agreement of both parties.

By signing below, you agree to the amendment of the original contract with the above terms. All other original terms and conditions remain the same.

CITY OF CELINA

Robert Ranc, City Manager
Printed Name & Title

Date

PROVIDER

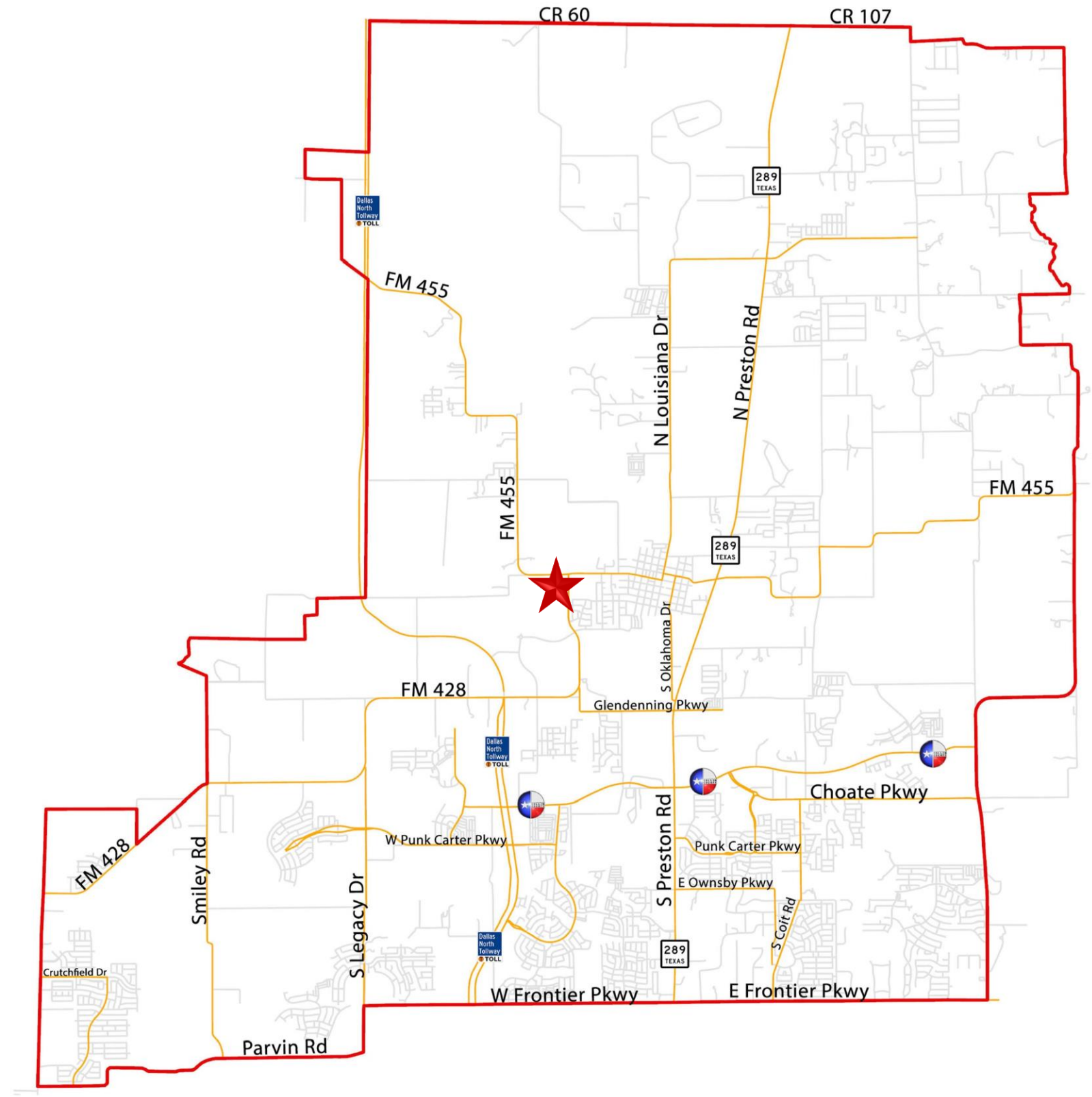
Greg Firebaugh (May 1, 2024 13:05 CDT)

Gregory Firebaugh
Printed Name & Title

May 1, 2024
Date

Old Celina Park GMP

Erosion Control	$17,375.00	Prime Erosion Control
Demo / Earthwork / moisture condition	$449,768.00	Vista
Temporary Fence	$7,400.00	Dean Construction
Structural Fill	$163,143.00	Earthtones
Utilities	$386,675.00	Bear Creek
Tree Relocation	$72,000.00	C & B
Backstops	$11,800.00	Dean Construction
Site Concrete	$428,200.00	Dean Construction
Pavilions (Renfro)	$434,136.00	Renfrow & Co
Pavilion Foundations	$24,000.00	Dean Construction
Lexan Panels	$10,000.00	Dean Construction
Picnic Shelters	$105,987.00	We Build Fun
Picnic Shelter Foundations	$18,000.00	Dean Construction
Site Amenities	$107,927.00	Keystone Ridge, Pilot Rock, Global
Site Amenities installation	$26,981.00	Dean Construction
Electrical	$389,790.00	Nema 3 Electric
Masonry	$125,250.00	J & J Masonry
Gateway arch / fence	$84,600.00	Dean Construction
Fine grade / earth shaping in playground	$40,000.00	Dean Construction
Irrigation	$26,000.00	A New Deal
Lanscape	$49,000.00	C & B
Turf	$11,000.00	Dean Construction
Boulders	$10,000.00	Dean Construction
Playground	$1,581,400.00	Whirlix
Sprayground	$321,279.00	Whirlix
Artificial Turf	$499,225.00	Whirlix
Rubber Surfacing	$132,226.00	Whirlix
Relocate Existing Playground	$205,000.00	Whirlix
Concrete under surfacing at mounds	$92,184.00	Dean Construction
Multi purpose court / surfacing / fencing	$175,000.00	T Bar Fence
	$6,005,346.00	
Contingency-Owner 10%	$600,534.60	
General Conditions 6.5%	$429,382.24	
Fee 2.8%	$196,987.36	
	$7,232,250.20	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Parvin Rd

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Engineering
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
Intiated by:	Dailyn Cruz
Date:	May 14, 2024
Re:	Legacy Hills WRF 0.95 MGD to 2.0 MGD Design

Action Requested:
Consider and act to authorize the City Manager to execute a work authorization with Garver, LLC, for the design of the Legacy Hills Water Reclamation Facility (WRF) Phase 2 update from 0.95 MGD to 2.0 MGD, for an amount not to exceed $2,231,940.00. (Glasgow)

Background Information:
The recent 0.95 MGD expansion of the Legacy Hills Water Reclamation Facility (WRF) is 90% complete and is expected to accept flow in July 2024. TCEQ requires the treatment plant to be under construction by the time it reaches 90% capacity or 0.90 MGD for Legacy Hills WRF. Based on the wastewater flow projections for Legacy Hills, Rasor, and Serenade developments, the treatment capacity of the existing Legacy Hills WRF will be at 0.85 MGD by 2026. The design of the expansion will be approximately fourteen months, which when completed will be August 2025. Following design, construction is anticipated to be approximately eighteen months, which places its completion around March 2027. The Legacy Hills WRF is projected to be at capacity by March 2027. Therefore, the design of the expansion from 0.95 to 2 MGD is necessary to ensure the plant expansion is under construction to meet Texas Commission on Environmental Quality (TCEQ) requirements.

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

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:

1. Legacy Hills WRF Phase 2 Staff Presentation
2. WA - Legacy WRF Phase 2 Proposal
3. Location Map

Financial Consideration:

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

Staff Recommendation:

Staff recommends approving the work authorization as presented.

LEGACY HILLS WRF PHASE 2
DESIGN

May 14th, 2024

Andy Glasgow, P.E., PMP, CFM
Director of Engineering



Currently we are constructing a 1 million gallon per day (MGD) Legacy Hills Water Reclamation Facility (WRF)



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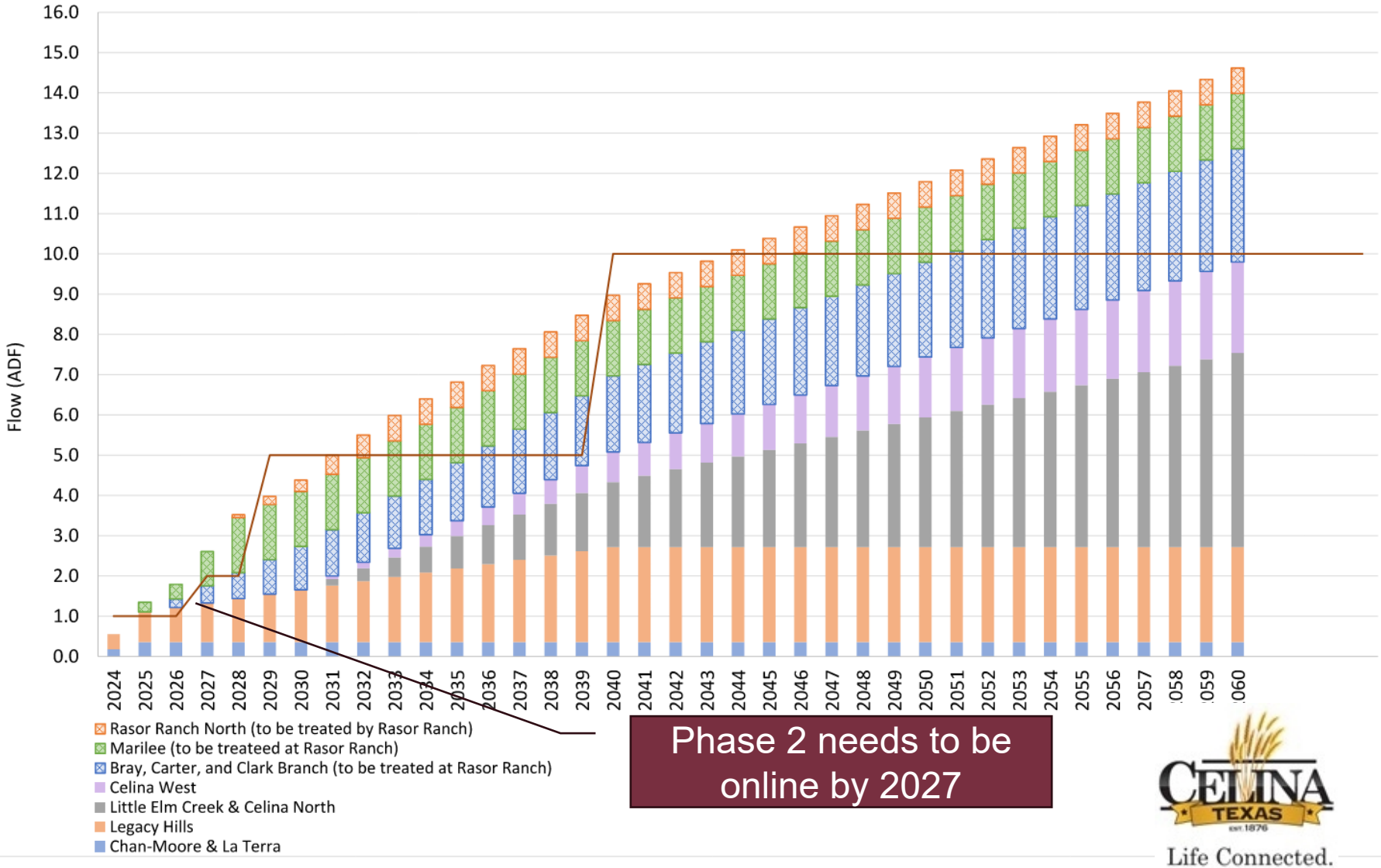
Phase 2 Expands the WRF to 2.0 MGD Of Capacity



Phase 2 needs to be online by 2027

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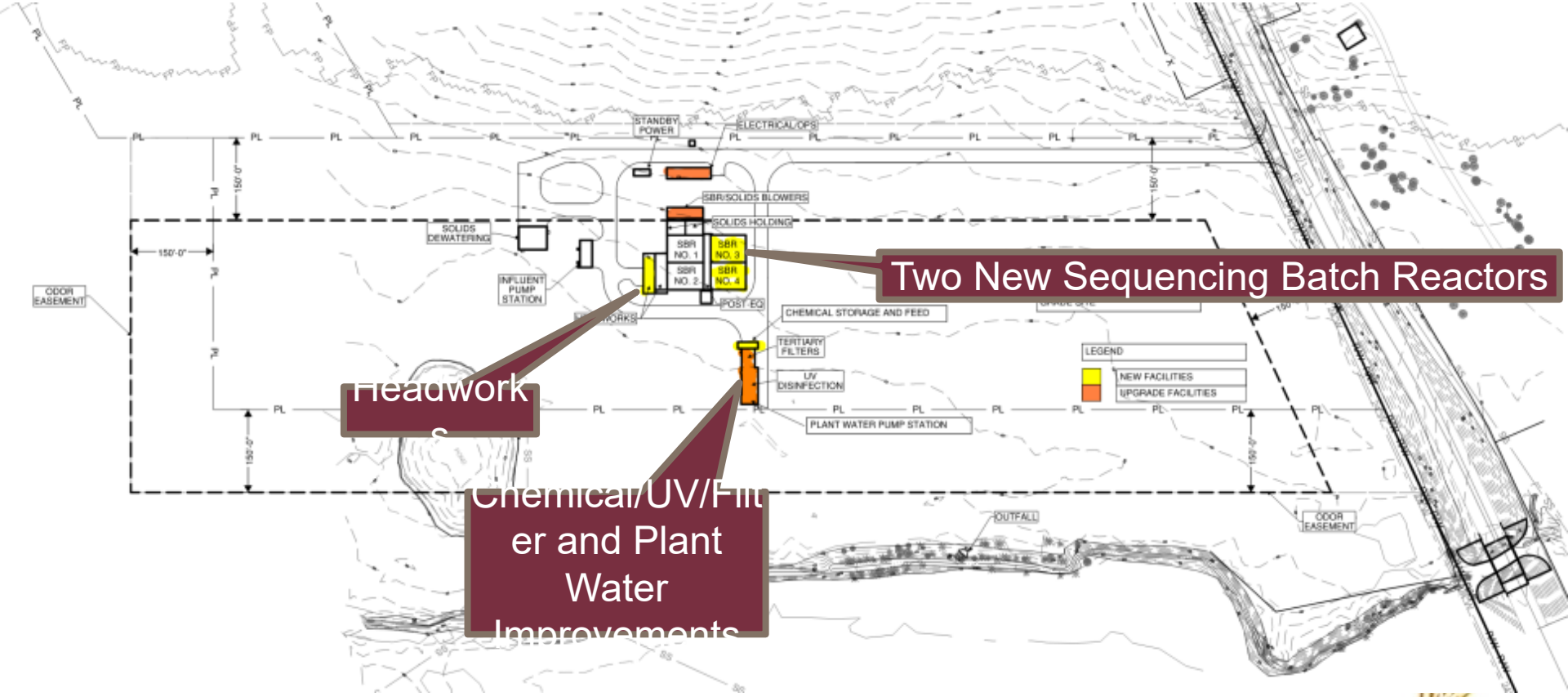
The project will build upon Phase 1 components



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GARVER

Opinion of Probable Construction Cost Estimated To Be $ 28M

Summary
Opinion of Probable Construction Costs
Conceptual Design

GARVER - Celina Legacy Hills WRF - Phase 2
City of Celina
Legacy Hills Phase 2

Lump Sum Work (Facilities or Areas)		$ Total
05	Site Civil	$1,626,000
10	Influent Pump Station	$0
14	Packaged Headworks	$4,657,000
32	SBRs	$11,533,000
54.1	Tertiary Filters	$631,000
54.2	UV Disinfection	$611,000
57	Effluent Measurement and Reclaimed Water PS	$0
58	Outfall	$0
68	Chemical Feed and Storage	$1,544,000
64	Solids Dewatering	$0
86	Electrical Ops Building and Standby Power	$802,000
90	Electrical	$1,403,000
95	SCADA	$321,000
Subtotal Estimated Lump Sum Work		$23,128,000

Allowances					$ Total
Cash Allowances					
1	Work Order Directives	3.50%			$809,000
2	Special Testing	1	LS	$120,000	$120,000
Contingency Allowances					
1	Work Change Directives				$0
Subtotal for Allowance Items					$929,000

Total Costs					$ Total
Total Construction Cost					$24,057,000
Escalation of Cost to Midpoint Construction		2.5	Years @	6.0%	$3,772,547
Total Construction Cost with Escalation					$27,829,547

Deductive Alternates		$ Total
1	Example Deductive Alternate	$0
2	Example Deductive Alternate	$0
Subtotal Estimated Alternatives		$0

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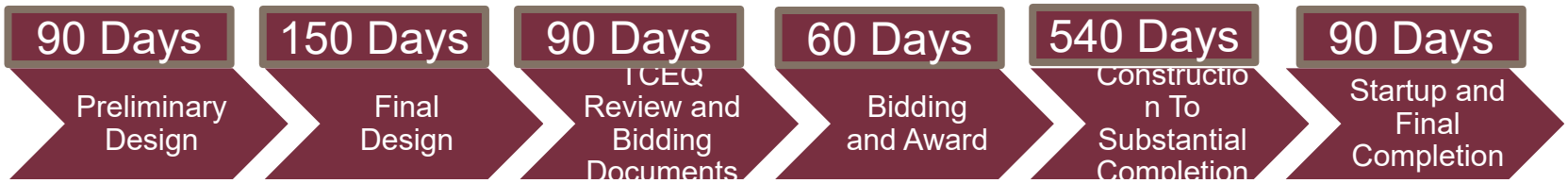
Garver's Scope Includes Design, Bid And Construction Phase Services



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Questions?

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EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 Garver	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 **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 Legacy Hills WRF Phase 2		
Engineer Project #:	24W05090	**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 10th of each month.
Invoice Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov & **aglasgow@celnia-tx.gov** Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include PO number, billing period, and project name

OWNER OPTIONAL INFORMATION:

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

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

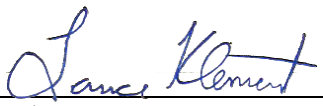
CITY OF CELINA	**ENGINEER**
	
Signature	Signature
	Lance Klement, Senior PM
Printed Name & Title	Printed Name & Title
	3/18/2024
Date	Date

Exhibit A – Scope of Work
Project No. 23W05090 Celina Legacy Hills WRF Phase 2

Under this Work Order, the Owner intends to make the following improvements for the **Celina Legacy Hills WRF Phase 2.**

The scope of services includes design of the upgrade to the facilities of the Celina Legacy Hills Water Reclamation Facility (CLHWRF) to provide for 2.0 MGD of wastewater treatment. The design will include the following components: surveying, design, preparation of construction documents and services during construction of the expansion of the existing Legacy Hills WRF's present 1.0 MGD of treatment to deliver 2.0 MGD of total treatment capacity, associated piping, site improvements, electrical distribution and SCADA improvements on the CLHWRF site.

The design will target the effluent limits identified through the draft minor amendment permit application being conducted under separate work order. The design will include the following components:

- Hydraulic capacity of the WWTP Annual Average Design of 2.0 MGD.
- Hydraulic capacity of the WWTP Peak Flow of 8.0 MGD.
- Planning for identified future regulations as related to anticipated phosphorus removal limits.
- New 2nd package headworks facility with fine screening and grit removal with screenings and grit processing.
- New sequencing batch reactor tanks (SBR's) Nos. 3 & 4, to be integrated with the Phase 1 set of sequencing batch reactor tanks and effluent channel. The new tanks will be expandable in future and that will be compatible with future conversion to solids holding tanks.
- New WAS pump station for the new SBR's.
- Expanded Tertiary Filter Facilities (2.0 MGD ADF with 8 MGD peak flows with units expandable)
- Expanded UV Disinfection facility (2.0 MGD ADF with 8 MGD peak flows with units expandable).
- Existing electrical service adapted for new facilities.
- New plant water system with plant water booster pump station.
- Expanded backup power generator system.
- Expanded SCADA system.
- Yard piping throughout the plant site.
- Paving enhancements throughout the plant site as needed for incorporating elements of the overall site master plan.
- Expanded Electrical Distribution and Control Center/Lab building.
- Exhibit for overall site master plan to 10 MGD.

Task 1.0 Project Management

1.1 Kick-Off Meeting and Site Visit

GARVER will hold a virtual kick-off meeting with the Owner to discuss project scope, establish lines of communication, and present the project schedule.

1.2 Progress Reports and Invoices

GARVER will prepare and provide monthly progress/status reports, sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and project updates.

1.3 Project Management and Quality Control/Assurance Plan

GARVER will develop a Project Management Plan (PMP) for internal use. This will include the

development of a detailed schedule to communicate key deadline to the design teams. GARVER will also develop a Quality Control/Assurance Plan and perform internal Quality Assurance/Quality Control (QA/QC) reviews of all major deliverables.

1.4 Summary of Deliverables

A. Up to nine (9) progress reports and invoices

1.5 Summary of Meetings

A. Kick-off meeting conducted virtually.

Task 2.0 Surveys

GARVER will subcontract with a land surveying consultant to provide field survey data for designing the project, and this survey will be tied to the Owner's control network.

The survey will include the following:

- GARVER's Subconsultant will verify control set points and establish additional control points as needed.
- GARVER's Subconsultant will obtain spot elevations on a 50-ft grid for the proposed location of the northeastern section of the plant site as needed to confirm design elevations.
- No boundary survey is included in this task. This task is potentially required to develop final grading for this area which has served as temporary soils storage for both the Phase 1 Contractor and the Developer for the adjacent development.

Task 3.0 Geotechnical

3.1 Geotechnical Services

As a part of this project, Garver will subcontract a subconsultant geotechnical firm to complete the following tasks:

- Coordinate field activities and utility location with City.
- Stake proposed boring locations.
- Contact Texas One Call and locate buried public utilities new borings.
- Mobilize a truck-mounted drilling rig to drill and sample three (3) borings at a depth of 50 to 60 feet or 40 feet into unweathered bedrock, whichever is less. The borings will be equally spaced on anticipated support wall diameter. In addition, seven (7) borings are proposed for the water transmission line.
- Obtain relatively undisturbed thin-walled tube samples and standard penetration test samples as appropriate for the soils encountered. Soils in each boring will be continuously sampled for the first 10 feet and at approximate 5-foot intervals thereafter.
- Evaluate the bedrock with the Texas Department of Transportation's (TxDOT's) Cone Penetrometer test.
- Sample the bedrock with a NX size rock barrel, if necessary.
- Observe for groundwater seepage during drilling and at completion of drilling.
- Backfill boreholes with cuttings upon completion.

- Select laboratory testing will be conducted on representative samples obtained during the field exploration. The tests will be used to evaluate and classify the soils, identify subsurface site characteristics, and provide data for analysis. These tests may include:
    - Atterberg limits (liquid and plastic limits);

    - Percent passing No. 200 sieve;
    - Gradation;
    - Dry Unit weight and moisture content;
    - Unconfined compressive strength;
    - Absorption-pressure swell
    - Soluble sulfate content
- An engineering analysis and evaluation of the field and laboratory data will be performed for the project, based on available project concepts. Information to be provided in the report includes:
    - Plan of borings illustrating the approximate location of each boring.
    - A log of each boring indicating the boring number, depth of each stratum, soil classification and description, laboratory test results, and groundwater information.
    - Description of the field exploration and laboratory testing.
    - Summary of laboratory test results.
    - Discussion of subsurface soil and groundwater conditions.
    - General discussion of the site geology.
    - Calculate potential vertical rise (PVR) from expansive clays.
    - Recommendations for drilled shaft foundation, including depth, side resistance, uplift, allowable bearing pressure, and L-Pile parameters.
    - Ringwall foundation recommendations for the proposed tank, including depth of subsurface treatment to reduce the potential vertical movement to less than 1 inch;
    - Earthwork recommendations.
    - Recommended International Building Code soil site class and seismic site coefficients for use in structural analysis.
    - Construction considerations including a discussion of anticipated excavatability of on-site soils and preparation of subgrade.

Task 4.0 Preliminary Design (30 Percent)

4.1 Preliminary Engineering Report for Phase 2 Expansion

GARVER will prepare a preliminary engineering report that includes the general design criteria for the tank, hydraulic requirements, and an overall layout of the site.

GARVER envisions the report will include the following sections:

- Executive Summary
- Process Design Criteria
- Cost Opinion- Preliminary Design Phase (OPCC)
- Preliminary Drawings
- Equipment Data Sheets and Manufacturer Information

4.2 Preliminary Design

Garver will perform the following project coordination tasks:

- Maintain an overall schedule for the project and routinely advise the Owner of critical path items affecting project progress versus schedule.
- Maintain and monitor project budget and submit monthly invoices based on progress of work to date.
- Conduct three teleconference progress meetings with Owner's staff, and concurrently two onsite visits to the Owner offices.
- Provide an agenda in advance of all scheduled meetings and provide subsequent meeting minutes.

Process design criteria will be documented to identify basis of unit sizing and verification of TCEQ regulatory conformance with the existing NPDES permit.

Garver anticipates the preliminary design drawings will include a site plan, yard piping plan, hydraulic profile, demolition details, preliminary process and instrumentation diagrams (P&IDs), preliminary layouts of the proposed improvements such as liquid treatment process units and solids treatment process units, associated equipment, major piping and valves, and preliminary electrical one-line diagrams.

A Preliminary Design Document will detail the following:

- Process Design Criteria.
- Opinion of Probable Construction Costs.
- Equipment Data Sheets and Manufacturer Information.
- Specification Outline.
- Piping Schedule.
- Construction Sequencing.
- Control Descriptions “Draft” Specifications.
- Major Equipment “Draft” Specifications.
- Motorized Valve and Gate “Draft” Schedules

The Equipment Data Sheets and Manufacturer Information section will provide information on the major items of process equipment selected for the plant based on Garver’s experience and Owner preference.

Garver will confirm with the Owner, the list of equipment and equipment managers that are desired to have negotiated purchase agreements so to match Phase 2 equipment with existing Phase 1 equipment.

Equipment data sheets that summarize operating conditions and key components will be provided along with manufacturer catalog information. Garver will lead and participate in a Preliminary Design Workshop. The workshop will be held at the Owner’s location and major items of discussion will include:

- Review and refinement of process design criteria.
- Review and refinement of preliminary P&IDs and preliminary selection of instrumentation.
- Review and refinement of preliminary electrical one-line drawings.
- Review and refinement of preliminary SCADA design approach and system architecture.
- Review and refinement of the preliminary site plan, hydraulic profile, and facilities layouts.
- Review and preliminary selection of major equipment items.
- Review of proposed construction sequencing.
- Preliminary Design Phase OPCC

As part of the Preliminary Design Workshop, Garver will conduct an O&M focused discussion to determine process control parameters and equipment preferences. The WRF staff preferences will be documented within the preliminary design documents. The O&M discussion and SCADA integration discussions will be a component module of the Preliminary Design Workshop in this scope of work.

Garver will prepare copies of the Preliminary Design Submittal (both hard and pdf electronic files) and submit for review by Owner. Garver anticipates two weeks for Owner review and comment time once the Preliminary Design submittal is delivered.

Garver will prepare and transmit a written documentation of “mutually agreed to” responses to the Owner’s review comments of the Preliminary Design Documents.

As part of the Preliminary Design Phase, Garver will:

- Coordinate with TCEQ via telephone on project status and design criteria.
- Submit the Preliminary Design Report to TCEQ for review.
- Coordinate with the Owner’s input, any responses to TCEQ review comments.

4.3 Deliverables

A. Draft Preliminary Design Report – one (1) electronic (pdf) copy to the Owner
B. Preliminary Design Drawings – one (1) electronic (pdf) set
C. Final Preliminary Design Report – one (1) electronic (pdf) copy to the Owner.

4.4 Meetings

A. Preliminary Design Phase Progress Meetings – Virtual workshop with the Owner.
B. Preliminary Design Workshop – Virtual workshop with the Owner.

Task 5.0 Final Design

5.1 Final Design

During the final design phase of the project, Consultant will conduct final designs to prepare construction plans and specifications for one (1) construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. These will be developed in accordance with the phasing plan detailed at the introduction of this scope.

The final design phase is anticipated to have three major submittals: a 60%, a 90%, and 100%. The contract documents will consist of drawings and specifications that set forth requirements for construction of the improvements, and shall include proposal forms, notice to bidders, bid forms, bond forms, and other information as required by Owner to competitively bid the work.

For the project bidding, the following applies:

- Garver will include (three) designed deductive alternates to provide award flexibility to match with available project funding.
- Multiple design scenarios or bid packages and/or pre-purchased equipment packages are not included as part of the level of effort provided with this Agreement.

The Contract Documents will consist of drawings and specifications that set forth requirements for construction of the improvements, and shall include proposal forms, notice to bidders, bid forms, bond forms, and other information as required by Owner to competitively bid the work.

Garver and the Owner’s standard contract forms including documents from the Engineers Joint Contract Documents Committee (EJCDC) will be used, along with Garver’s standard drawing format and technical specifications. Garver will utilize the Owner and Engineers Joint Council Documents Committee (EJCDC) standard documents as a base for developing the project’s front end documents.

Garver will review potential construction sequencing and the overall approach to project implementation to minimize disruption of the WWTP operation during construction. This review will occur at the Design Submittal Workshops.

During final design, Garver will host an O&M workshop at the WRF to solicit input from staff on the final design documents.

Garver will lead a review workshop for two (2) final design phases: 60% and 90%. The Process Control and SCADA workshop will be a component module of the 60% Design Workshop. The purpose of these module will be to coordinate the Owner's desired method and level of process control and remote operation capabilities.

The 60% Design Workshop module will include a review of the Preliminary Design Workshop module action items, an update regarding the proposed SCADA system components, advanced design concepts, the path forward to completion of the project, and programming services.

GARVER will prepare OPCC for review. This will be prepared for the 30%, updated for the 60% quality control review meetings and updated for the 90% quality control review meetings.

The 90% design documents will be provided to TCEQ for review. GARVER will respond to questions from TCEQ during the review period.

After completion of the 90% quality control review meeting with Owner, GARVER will update the contract documents and provide sealed construction contract (100%) documents.

5.2 Deliverables:

A. 60% Design:
   i. 60% design drawings, specifications, and OPCC – One (1) electronic (PDF) set to the Owner.
B. 90% Design:
   a. 90% design drawings, specifications, and OPCC – One (1) electronic (PDF) set to the Owner and one set to TCEQ.
C. 100% Design:
   a. 100% design drawings, specifications, and OPCC – One (1) electronic (PDF) set to the Owner.

5.3 Meetings:

A. 60% Design Workshop – One virtual workshop.
B. 90% Design Workshop – One virtual workshop.
C. Final Design – In-person workshop.

Task 6.0 Bidding Services

6.1 Pre-Qualification of Bidders

The period for prequalifying bidders is anticipated to extend for a 30-day duration. During the pre-qualification period phase of the project, Garver will:

- Prepare Pre-qualification Information Packet that will serve as the Request for Qualifications for interested Contractors for prequalification. Coordinate Owner's review and comment on the document.
- Garver will submit the Advertisement to the Owner for advertising on the Owner's plan room.
- Support the Pre-qualification Packet by preparing addenda as appropriate and posting on Garver's online plan room.
- Participate in a Pre-qualification meeting at the Owner's location.
- Participate and chair a construction site tour by interested Pre-qualification meeting attendees and other interested parties.
- Attend the Pre-qualification Submittals of Qualifications opening.

- Prepare a review of each Submittal and rank each interested contractor based upon agreed to criteria. Also, perform the following:
    - Verify Contractor's certifications and licenses to serve as the Prime Contractor for this Project.
    - Survey (via telephone) the submitted Project References.
    - Survey (via telephone) the submitted references for key staff.
    - Evaluate the submittals and recommend a list of pre-qualified contractors to Owner.
- Prepare prequalification notices to agreed-to listing of contractors and advise of preliminary schedule for bidding.

6.2 Bidding Assistance

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

1. Prepare and submit Advertisement for Bids to the Owner for publication in the newspaper(s).
2. Support the Owner's online plan room for advertisement by providing construction documents and responding to Contractor questions.
3. Support the contract documents by preparing addenda as appropriate.
4. Participate in a pre-bid meeting.
5. Attend the bid opening.
6. Prepare bid tabulation.
7. Evaluate bids and recommend award.
8. Prepare construction contracts.
9. Prepare conformed documents.

If the bid phase extends beyond the anticipated 45 days, an additional Amendment will be necessary to extend these services.

6.3 Deliverables:

- Conformed documents – One (1) electronic (PDF) set and three (3) half-sized (11"x17") plans and specifications to the Owner

Task 7.0 Construction Administration Services

During the construction phase of work, GARVER will accomplish the following:

1. Attend one preconstruction meeting.
2. Attend one utilities coordination meeting.
3. Attend 18 progress/coordination meetings with the Owner/Contractor.
4. Evaluate and respond up to 220 construction material submittals and shop drawings. Additional submittal and shop drawing reviews will be considered Extra Work. Corrections or comments made by GARVER on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications.
    a. 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.
    b. GARVER's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components.
    c. 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, GARVER 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.

5. Issue up to fifty (50) instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
6. Assume up to ten (10) change orders or unforeseen changes.
7. Review up to twenty eighteen items completed and accepted and will make a recommendation to the Owner regarding payment. GARVER's recommendation for payment shall not be a representation that GARVER has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
8. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.
9. Prepare and furnish record drawings based on contractor redlines.

The proposed fee for Construction Phase Services is based on a not to exceed 540-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants GARVER to continue the applicable Construction Phase Services, the Owner will pay GARVER an additional fee agreed to by the Owner and GARVER.

SCADA programming and applications engineering services are not included in this Task. If desired by the Owner, the work associated with those services will be considered Special Services.

Task 8.0 Special Services

Additional professional services may be needed during the project timeline. Special services will only be conducted as directed and authorized by the Owner in writing prior to conducting special services work.

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:

1. Boundary survey.
2. Construction staking for survey.
3. Construction observation.
4. Startup and commissioning.
5. Classroom training.
6. Risk Management Plans associated with any increase in chlorine storage.
7. Operations and Maintenance Manual updates.
8. Funding assistance.
9. Easement or property acquisition documents.
10. Pre-qualification services for evaluating contractors to develop a pre-qualified list of eligible contractors prior to bidding the project.
11. Water testing.
12. Design of improvements off-site.
13. Utility relocation coordination or design.
14. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
15. Construction materials testing.
16. Environmental Handling and Documentation beyond those previously identified,
17. Floodplain delineation and coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
18. Extra Meetings.

Exhibit B - Compensation

For the work described under Exhibit A, Tasks 1-7, the Owner will pay GARVER on a lump sum basis. The Owner will pay GARVER on an hourly basis for Task 8. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1 – Project Management	$45,988	Lump Sum
Task 2 – Survey	$29,594	
Task 3 – Geotechnical	$22,000	
Task 3 – Preliminary Design	$456,556	
Task 4 – Detailed Design	$646,440	
Task 5 – Bidding Services	$167,820	Lump Sum
Task 6 – Construction Services	$763,542	Hourly, NTE
Task 7 - Special Services	$100,000	Hourly, NTE
TOTAL FEE	$2,231,940	

For informational purposes, a breakdown of GARVER's estimated costs is included. For hourly not to exceed tasks, the Owner will pay GARVER, for time spent on the project, at the rates shown 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 will be increased annually with the first increase effective on or about June 1, 2025.

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 C – Timeline/Schedule

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

Work Item	**Duration from Notice to Proceed (NTP)**
Task 1 – Project Management	Concurrent with subsequent tasks
Task 2 – Survey	30 days from authorization
Task 3 – Geotechnical	30 days from authorization
Task 4 – Preliminary Design 30% Plans	90 days from NTP
Task 5 – Detailed Design 60% Plans	60 days from acceptance of 30% Design
Task 5 – Detailed Design 90% Plans	90 days from acceptance of 60% Design
Task 5 – Detailed Design 100% Plans	60 days from acceptance of 90% Design
Task 6 – Bidding Services	75 days from approval to advertise
Task 7 – Construction Administration Services	540 days from Contractor's NTP
Task 8 – Special Services	TBD

Exhibit D – Deliverables

The following deliverables are anticipated with this work order:

1. Up to nineteen (19) progress reports and invoices.
2. Topographic survey in digital format.
3. Draft and final preliminary design report and drawings in PDF format.
4. Draft and final 90% design drawings, specifications, and OPCC in PDF format.
5. Draft and final 90% design drawings, specifications, and OPCC in PDF format.
6. Final 100% design drawings, specifications, and OPCC in PDF format.
7. One PDF and three half size sets of conformed documents plans and specifications.

CELINA
TEXAS
EST. 1876
Life Connected.

COUNTY ROAD 10

E FM 455

N DALLAS PKWY

W FM 455

Legend

Subject Property
City Limits
Parcels
Major Roads
Roads

Exhibit

City of Celina

3/25/2024

N
W E
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0 500 1,000
Feet

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Karla Stovall, Assistant City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Brad Kearney
Date:	May 14, 2024
Re:	2024 Water and Wastewater Rate Study

Action Requested:
Consider and act on a Resolution accepting the results of the 2024 Water and Wastewater Study. (Stovall)

Background Information:
The City contracted with Willdan Financial Services to perform an evaluation of the water and wastewater rates needed to sustain the City's water and wastewater utilities. Willdan created a five-year forecast of the rates required to fully fund the operations and capital improvements of the utilities.

The key findings of the 2024 rate study are:

- There are no recommended changes to water and wastewater rates for 2024 or 2025. The City's current growth rate is absorbing inflationary pressure on water and wastewater rates.
- Rate increases are forecast to begin in January 2026 (City staff will perform another rate model prior to this forecast increase).
- The proposed rate plan ensures that water and wastewater rates will cover the cost of service, including the necessary capital investments into the system to provide a well functioning utility for future generations.

Legal Review:
N/A

Supporting Documents:

1. 2024 Water Wastewater Rate Study Presentation
2. Resolution Accepting 2024 Water and Wastewater Rate Study
3. 2024 Water and Wastewater Rate Study - Exhibit A

Financial Consideration:

The study recommends maintaining current water and wastewater rates for 2024 and 2025.

Staff Recommendation:

Staff recommends approval.

2024 WATER AND WASTEWATER RATE STUDY

City Council
May 14, 2024



RATE STUDY OVERVIEW

- Willdan Financial Services
  - Decades of experience in public finance consulting across the nation
  - Provides financial and engineering services to utilities around the world
- Project timeline
  - March 2023 – project kick-off
  - March 2023 through October 2023 – City staff provided Willdan with financial and utility data to develop model; Willdan team analyzed information and built a model
  - October 2023 through December 2023 – refined key assumptions and identified recommendations
  - January 2024 through April 2024 – revised the rate study for the Doe Branch expansion project
- Spoiler Alert: currently recommending to hold rates steady for 2024 and 2025
  - New rate study will be performed prior to future rate increases
- Staff will be bringing forward base rates for additional meter sizes for commercial water

WILLDAN FINANCIAL SERVICES

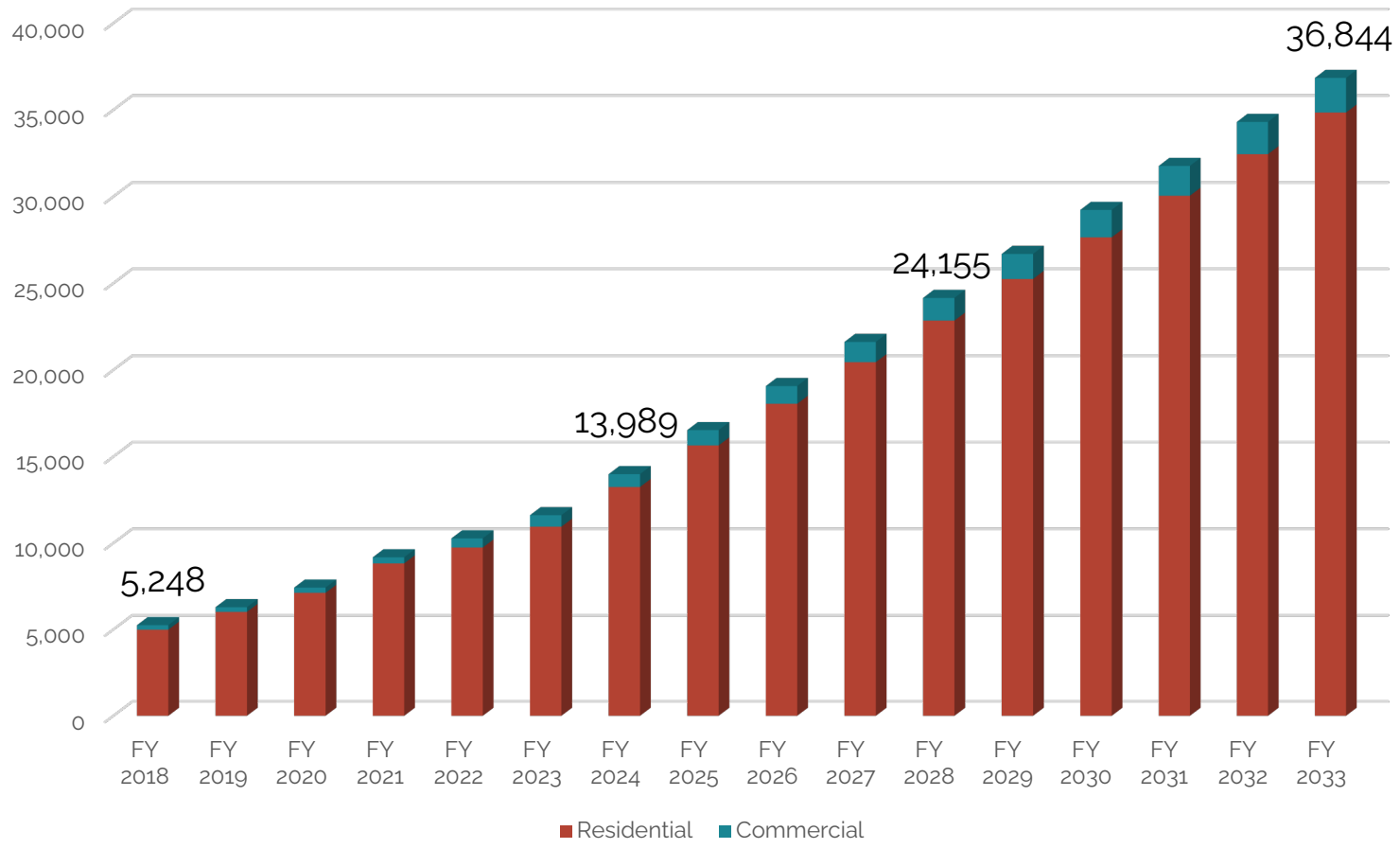
BACKGROUND

- Last rate study performed by Willdan and accepted by City Council in December 2021
  - No rate changes in 2022 and 2023
  - Transitioned to winter-averaging and phased out base rate allowance for wastewater
- Purpose of Rate Study
  - Evaluate current cost of service for the water and wastewater utilities
  - Forecast operational expenses
  - Review and analyze long-term capital project (CIP) needs
  - Develop growth projections in number and types of accounts and consumption
  - Analyze alternatives to the rate structure
  - Create 5-year recommendation for water and wastewater rates to fully fund the utilities

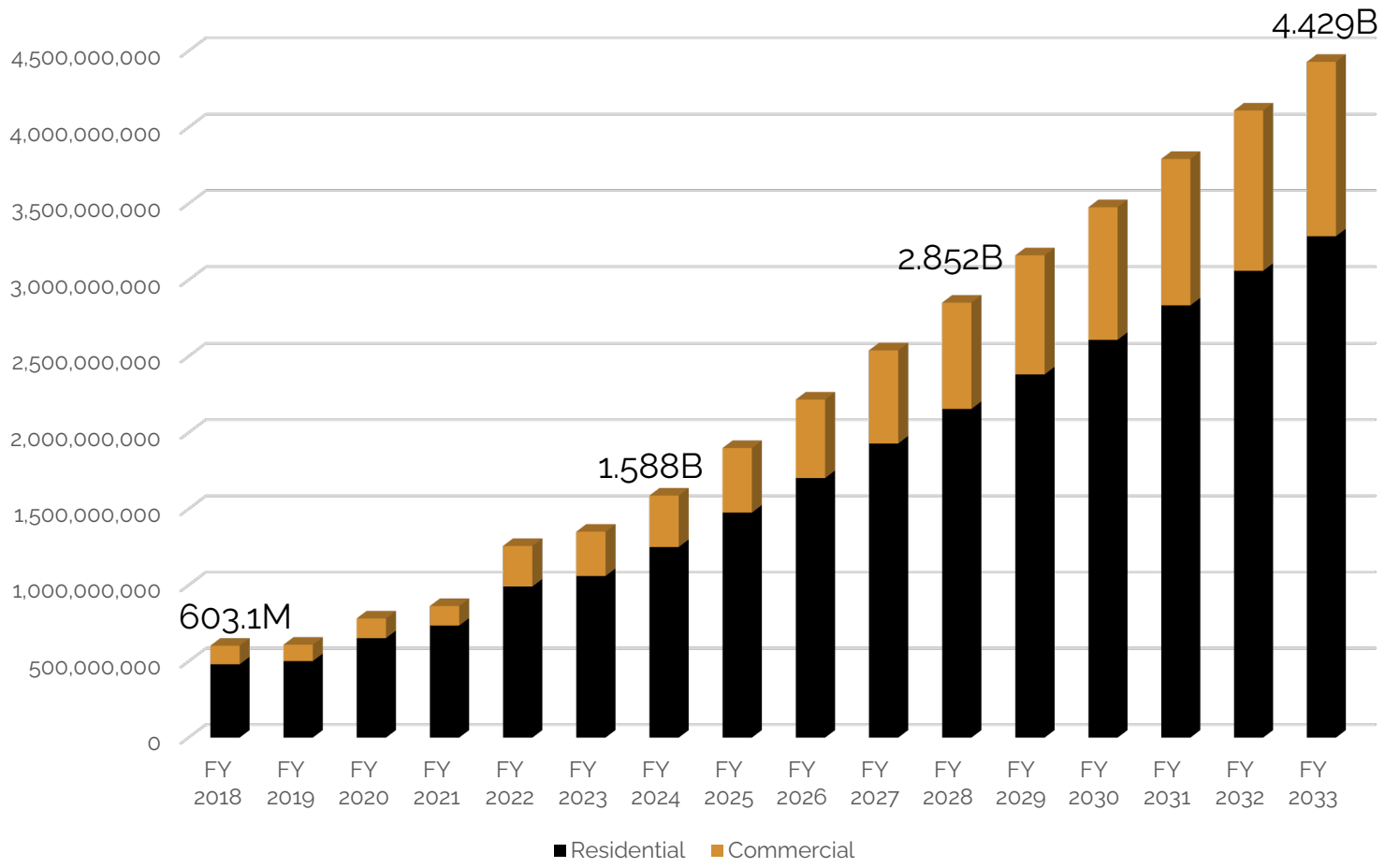
TRENDS AND ASSUMPTIONS

- Water and Sewer Industry Trends
  - Significant inflationary pressure – raw water, materials, labor, construction, etc.
  - Utility rates have been increasing 5-6% per year for most industry utilities
- Key Assumptions for Celina
  - Most personnel and operating expenses are increasing 3-4% per year
  - 10-year capital improvement program (CIP) for growth, replacement, maintenance, & repairs
  - Growing number of customers, leading to increasing consumption
  - Growing commercial base – hospital, big box retail on horizon, and multifamily
  - Impact fees and capital recovery fees associated with development to help offset system expansion costs

WATER CUSTOMERS



WATER CONSUMPTION



RECOMMENDATION

- No rate changes in 2024 or 2025
  - Growth is continuing to absorb inflationary pressures
- Annual rate adjustments are forecast beginning in 2026
- Review rates annually to ensure revenue from growth and CIP plan remain on target

WATER RATE PLAN

	Current	Proposed	Forecast	Forecast	Forecast	Forecast
	Jan-24	Jan-25	Jan-26	Jan-27	Jan-28	Jan-29
Residential						
Minimum Charge - 1st 2,000 Gal						
3/4"	$ 24.56	$ 24.56	$ 25.54	$ 26.82	$ 28.70	$ 30.99
1"	41.30	41.30	42.95	45.10	48.26	52.12
1 1/2"	82.61	82.61	85.91	90.21	96.52	104.25
2"	132.18	132.18	137.47	144.34	154.44	166.80
Volume Rate per 1,000 Gal						
2,001 - 10,000	5.37	5.37	5.58	5.86	6.27	6.78
10,001 - 20,000	8.13	8.13	8.46	8.88	9.50	10.26
20,001 - 30,000	9.57	9.57	9.95	10.45	11.18	12.08
30,001 and above	13.81	13.81	14.36	15.08	16.14	17.43
Commercial						
Minimum Charge - 1st 2,000 Gal						
3/4"	29.50	29.50	30.68	32.21	34.47	37.23
1"	51.63	51.63	53.70	56.38	60.33	65.15
1 1/2"	103.27	103.27	107.40	112.77	120.66	130.32
2"	165.22	165.22	171.83	180.42	193.05	208.49
3"	247.83	247.83	257.74	270.63	289.57	312.74
4"	413.05	413.05	429.57	451.05	482.62	521.23
Volume Rate per 1,000 Gal						
2,001 - 10,000	5.37	5.37	5.58	5.86	6.27	6.78
10,001 - 20,000	8.13	8.13	8.46	8.88	9.50	10.26
20,001 - 30,000	9.57	9.57	9.95	10.45	11.18	12.08
30,001 and above	13.81	13.81	14.36	15.08	16.14	17.43

WASTEWATER RATE PLAN

	Current	Proposed	Forecast	Forecast	Forecast	Forecast
	Jan-24	Jan-25	Jan-26	Jan-27	Jan-28	Jan-29
Residential						
Minimum Charge						
3/4"	$ 25.54	$ 25.54	$ 27.07	$ 30.32	$ 34.87	$ 35.57
1"	45.90	45.90	48.65	54.49	62.67	63.92
1 1/2"	85.66	85.66	90.80	101.70	116.95	119.29
2"	146.85	146.85	155.66	174.34	200.49	204.50
Volume Rate per 1,000 Gal						
0 - 5,000	6.37	6.37	6.75	7.56	8.70	8.87
5,001 and above	7.88	7.88	8.35	9.36	10.76	10.97
Commercial						
Minimum Charge - 1st 2,000 Gal						
3/4"	30.59	30.59	32.43	36.32	41.76	42.60
1"	57.37	57.37	60.81	68.11	78.33	79.89
1 1/2"	107.08	107.08	113.50	127.13	146.19	149.12
2"	183.56	183.56	194.57	217.92	250.61	255.62
4"	458.90	458.90	486.43	544.81	626.53	639.06
Volume Rate per 1,000 Gal						
2,001 and above	6.94	6.94	7.36	8.24	9.48	9.66

CUSTOMER IMPACT

	Current	Proposed	Forecast	Forecast	Forecast	Forecast
	Jan-24	Jan-25	Jan-26	Jan-27	Jan-28	Jan-29
Residential - 1" Meter						
5,000 Gal W / 5,000 Gal WW	$ 135.16	$ 135.16	$ 142.12	$ 155.00	$ 173.23	$ 180.73
Increase $	-	-	6.96	12.88	18.23	7.50
Increase %	0.0%	0.0%	5.1%	9.1%	11.8%	4.3%
10,000 Gal W / 5,000 Gal WW	$ 162.01	$ 162.01	$ 170.05	$ 184.32	$ 204.60	$ 214.63
Increase $	-	-	8.04	14.27	20.28	10.03
Increase %	0.0%	0.0%	5.0%	8.4%	11.0%	4.9%
Commercial - 2" Meter						
30,000 W / 30,000 WW	$ 763.06	$ 763.06	$ 801.14	$ 869.24	$ 965.97	$ 1,012.23
Increase $	-	-	38.08	68.10	96.73	46.26
Increase %	0.0%	0.0%	5.0%	8.5%	11.1%	4.8%
60,000 W / 60,000 WW	$ 1,385.56	$ 1,385.56	$ 1,452.70	$ 1,568.83	$ 1,734.31	$ 1,824.93
Increase $	-	-	67.14	116.13	165.48	90.62
Increase %	0.0%	0.0%	4.8%	8.0%	10.5%	5.2%

QUESTIONS?

CITY OF CELINA
RESOLUTION 2024-_____

A RESOLUTION OF THE CITY OF CELINA, TEXAS, ACCEPTING THE RESULTS OF THE 2024 WATER AND WASTEWATER RATE STUDY.

WHEREAS, the City of Celina, Texas (the "City") is a home rule municipality created in accordance with the provisions of the Texas Constitution, the Texas Local Government Code and is operating pursuant to enabling legislation of the State of Texas; and

WHEREAS, the City operates a water and wastewater utility; and

WHEREAS, the City last conducted a water and wastewater study in 2021 calling for another study to be done every three years for adjustments and cost assessment; and

WHEREAS, the City commissioned Willdan Financial Services, an independent public finance consultant, to prepare a new water and wastewater rate study; and

WHEREAS, the water and wastewater study performed by Willdan Financial Services was presented to the City Council on May 14, 2024, a copy of which is attached hereto as **Exhibit A** and for all purposes incorporated herein; and

WHEREAS, the 2024 Water and Wastewater Rate Study recommends no rate changes in 2024 and 2025; and

WHEREAS, City Council now affirms city staff's recommendation of conducting another rate study prior to implementing a forecast rate increase in January 2026; and

WHEREAS, the City Council has determined accepting the recommended water and wastewater rates for 2024 and 2025, and conducting a water and wastewater rate study prior to any water and wastewater rate increase in January 2026 will ensure that water rates will cover the cost of water and wastewater services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Celina, Texas:

SECTION 1: That the above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2: That the City Council accepts the 2024 Water and Wastewater Rate Study, a copy of which is attached hereto as Exhibit A and for all purposes incorporated herein.

SECTION 3: That, after due deliberations, the City Council has concluded that the adoption of this Resolution is in the best interest of the City and of the public health, safety, and welfare.

SECTION 4: That this Resolution shall take effect immediately upon its passage and execution.

DULY PASSED by the City Council of the City of Celina, Texas on the 14th day of May 2024.

_____
Ryan Tubbs, Mayor

_____
Lauren Vaughns, City Secretary

EXHIBIT A



CITY OF CELINA, TX

Final Report

2024 Rate Study and Long-Term Financial Plan

WILLDAN

CITY OF CELINA
WATER AND WASTEWATER RATE STUDY
TABLE OF CONTENTS

Executive Summary 3
Water and Wastewater Rate Plan 3
Introduction and Demographic Profile 11
Background 11
Report Organization 11
City Overview 12
Water and Wastewater Current Rates 12
Water and Wastewater Rate Comparison 14
Water & Wastewater Test Year and Forecast Volumes 17
Population – Current and Projected 17
Water and Wastewater Customers and Meters – Test Year & Ten-Year Forecast 18
Historical and Forecast Water Consumption 22
Peaking Factors 25
Historical and Forecast Wastewater Flows 26
Water & Wastewater Forecast Revenue Requirement 28
Operating Expenses and Capital Outlays – Test Year 28
Operating Expenses and Capital Outlays – Ten Year Forecast 30
Upper Trinity Regional Water District (UTRWD) 32
Capital Improvement Plan 33
Non-Rate Revenues 36
Net Revenue Requirement 36
Water Utility Cost Functionalization 38
Water Utility Cost Classification 39
Water Utility Cost Allocation 40
Wastewater Utility Cost Functionalization and Classification 41
Wastewater Utility Cost Allocation 41
Water and Wastewater Rate Design 43
Water and Wastewater Rate Plan 43

Appendix A – Water and Wastewater Rate Model Summary

Acknowledgements

During the course of this rate study, several City of Celina employees expended considerable time and effort in assisting the project team. These employees included the Mayor and Council, Mr. Robert Ranc, Ms. Karla Stovall, Ms. Robin Bromiley, Mr. Daniel Galizia, Ms. Kimberly Brawner, and Mr. Brad Kearney. The project team owes a debt of gratitude to the hard work, dedication, and professionalism of these individuals, without whom this project would not have been successfully completed.

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

Executive Summary

Executive Summary

Background



The City of Celina, Texas (the "City") engaged **Willdan Financial Services** to conduct a water and wastewater rate study and long-term financial plan. The City was interested in developing a comprehensive rate plan for FY 2024 and beyond. The objective of this study is to develop a long-term rate plan that will enable the City to recover sufficient funds to meet operating expenses, capital outlays, debt service and coverage requirements, while at the same time to the best extent possible minimizing the impact of any adjustments on ratepayers.

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

- A comprehensive analysis and evaluation of the water and wastewater systems' current cost of service and revenue requirements.
- A forecast of operating expenses over the next few years, taking into consideration salient factors such as cost of water and wastewater treatment, inflation, and system growth.
- A review and analysis of the impact of forecast cost increases from Upper Trinity Regional Water District ("UTRWD"), the City's primary water and wastewater wholesale service provider, on the City's retail rates.
- A thorough review of the water and wastewater systems' known capital improvement needs, as well as a determination of the need for funding capital requirements through the issuance of long-term debt.
- An estimate of current and forecast accounts, volumes, and billing units for the ten-year forecast period. This includes an analysis of the rapid growth the system is expected to experience in the coming years.
- An analysis of alternative rate structures for water and wastewater rates that will recover sufficient revenues and will distribute costs equitably.
- A detailed analysis and comparison of the City's current and proposed rates to rates in other surrounding communities.

Water and Wastewater Rate Plan

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

- **The project team recommends no changes to water and wastewater rates for 2024 and 2025**.

- The project team is forecasting that rate increases will be required beginning in January 2026.
- The rate plan will ensure that water and wastewater rates will cover the cost of service.
- The recommended rate plan will allow capital investment into the system to improve quality of service and provide a well-functioning system for future generations, while continuing to operate on a stand-alone basis and independent of general fund assistance.
- Given the continued residential and Commercial growth in the City and potential for unexpected events, the project team recommends that the City not commit itself to a rate plan beyond two years. Further, the project team recommends that the City review these rates annually, to incorporate any unanticipated changes to costs, volumes or growth assumptions that may occur during that time.

Table ES-3 presents the impact on residential and commercial water and wastewater monthly charges of the rate proposal.

TABLE ES-1

CITY OF CELINA

PROPOSED WATER AND WASTEWATER RATE PLAN

		Scenario:	8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line			
		Current	Proposed	Forecast	Forecast	Forecast
			Jan-25	Jan-26	Jan-27	Jan-28
Water Rates -- Residential						
Minimum Charge -- 1st 2,000 Gal						
	3/4"	$ 24.56	$ 24.56	$ 25.54	$ 26.82	$ 28.70
	1"	41.30	41.30	42.95	45.10	48.26
	1 1/2"	82.61	82.61	85.91	90.21	96.52
	2"	132.18	132.18	137.47	144.34	154.44
Volume Rate Per 1,000 Gal						
2,001	10,000	5.37	5.37	5.58	5.86	6.27
10,001	20,000	8.13	8.13	8.46	8.88	9.50
20,001	30,000	9.57	9.57	9.95	10.45	11.18
30,001	Above	13.81	13.81	14.36	15.08	16.14
Commercial Inside						
Minimum Charge -- 1st 2,000 Gal						
	3/4"	$ 29.50	$ 29.50	$ 30.68	$ 32.21	$ 34.47
	1"	51.63	51.63	53.70	56.38	60.33
	1 1/2"	103.27	103.27	107.40	112.77	120.66
	2"	165.22	165.22	171.83	180.42	193.05
	3"	247.83	247.83	257.74	270.63	289.57
	4"	413.05	413.05	429.57	451.05	482.62
Volume Rate Per 1,000 Gal						
2,001	10,000	5.37	5.37	5.58	5.86	6.27
10,001	20,000	8.13	8.13	8.46	8.88	9.50
20,001	30,000	9.57	9.57	9.95	10.45	11.18
30,001	Above	13.81	13.81	14.36	15.08	16.14

TABLE ES-2

CITY OF CELINA

PROPOSED WATER AND WASTEWATER RATE PLAN

Scenario: 8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

		Current	Proposed	Forecast	Forecast	Forecast
			Jan-25	Jan-26	Jan-27	Jan-28
Wastewater Rates - Residential						
	3/4"	$ 25.54	$ 25.54	$ 27.07	$ 30.32	$ 34.87
	1"	45.90	45.90	48.65	54.49	62.67
	1 1/2"	85.66	85.66	90.80	101.70	116.95
	2"	146.85	146.85	155.66	174.34	200.49
Volume Rate Per 1,000 Gal						
-	5,000	6.37	6.37	6.75	7.56	8.70
5,001	Maximum	7.88	7.88	8.35	9.36	10.76
Commercial						
Minimum Charge -- 1st 2,000 Gal						
	3/4"	$ 30.59	$ 30.59	$ 32.43	$ 36.32	$ 41.76
	1"	57.37	57.37	60.81	68.11	78.33
	1 1/2"	107.08	107.08	113.50	127.13	146.19
	2"	183.56	183.56	194.57	217.92	250.61
	4"	458.90	458.90	486.43	544.81	626.53
Volume Rate/1,000 Gal		6.94	6.94	7.36	8.24	9.48

TABLE ES-3

CITY OF CELINA

IMPACT OF RATE PLAN ON MONTHLY CHARGES

Scenario: 8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

		Current	Proposed	Forecast	Forecast	Forecast
			Jan-25	Jan-26	Jan-27	Jan-28
Residential Monthly Charges -- 1"						
5,000 Water	5,000 WW	$ 135.16	$ 135.16	$ 142.12	$ 155.00	$ 173.23
	Increase -- $	-	-	6.96	12.88	18.23
	Increase -- %	0.0%	0.0%	5.2%	9.1%	11.8%
10,000 Water	5,000 WW	162.01	162.01	170.05	184.32	204.60
	Increase -- $	-	-	8.04	14.27	20.29
	Increase -- %	0.0%	0.0%	5.0%	8.4%	11.0%
Commercial Monthly Charges -- 2"						
30,000 Water	30,000 WW	$ 763.06	$ 763.06	$ 801.14	$ 869.24	$ 965.97
	Increase -- $	-	-	38.08	68.10	96.74
		0.0%	0.0%	5.0%	8.5%	11.1%
60,000 Water	60,000 WW	1,385.56	1,385.56	1,452.70	1,568.83	1,734.31
	Increase -- $	-	-	67.14	116.12	165.48
	Increase -- %	0.0%	0.0%	4.8%	8.0%	10.5%

Water and Wastewater Rate Comparison

Table ES-4A compares the City's monthly water and wastewater charges to nearby cities in Texas using a **¾" meter**. Since the standard residential meter installed by the City is a 1" meter, **Table ES-4B** also compares the City's monthly water and wastewater charges to nearby cities in Texas using a **1" meter**. Volumes of 5,000 gallons for water and 5,000 gallons for wastewater were used for the residential comparison as it represents typical usage levels for an average household. The rate data is based on published rates and ordinances posted by each municipality on their website. These rates do not include sales tax, activation, or other charges beyond the basic minimum and volume charges. The following points are notable:

- For ¾" meter residential accounts, the City's charges for monthly water and wastewater services are near the state average and mid-range for nearby cities/utilities.
- For 1" meter residential customers, the City's charges for monthly water and wastewater services are above the state average. The City's charges are similar to other high growth cities/utilities in northern Colllin County. By not increasing the rates over the next two years, the City's charges will begin to move closer to the mi-range.
- As many as 30 percent of the cities and utilities do not assess rates that recover the full cost of service, choosing instead to subsidize their water and wastewater utilities with other revenues or to defer maintenance and repairs at the expense of system reliability and integrity.

TABLE ES-4A

CITY OF CELINA

MONTHLY RESIDENTIAL CHARGES -- 5,000 GAL WATER; 5,000 GAL WW - 3/4" Meter

	Water	Wastewater	Total
Celina - 3/4" Meter	**$ 40.67**	**$ 57.39**	**$ 98.06**
3/4" Meter			
Allen	$ 33.48	$ 48.47	$ 81.95
Frisco	$ 34.06	$ 44.93	$ 78.99
Mustang SUD	$ 45.83	$ 53.68	$ 99.51
Flow er Mound	$ 54.03	$ 36.74	$ 90.77
How e	$ 67.11	$ 67.85	$ 134.96
Anna	$ 52.39	$ 50.99	$ 103.38
Van Alstyne	$ 59.39	$ 52.82	$ 112.21
Fairview	$ 44.28	$ 59.39	$ 103.67
Melissa	$ 47.57	$ 62.40	$ 109.97
McKinney	$ 39.40	$ 54.50	$ 93.90
Denton	$ 33.99	$ 30.00	$ 63.99
Little Elm	$ 45.00	$ 44.86	$ 89.86
Corinth	$ 55.37	$ 55.00	$ 110.37
2023 Sample Average	$ 47.07	$ 50.89	$ 97.96
2023 State Average	$ 52.91	$ 45.66	$ 98.57

Source: Cities' Website ; 2023 TML Water Rate Survey

TABLE ES-4B

CITY OF CELINA

MONTHLY RESIDENTIAL CHARGES -- 5,000 GAL WATER; 5,000 GAL WW - 1" Meter

	Water	Wastewater	Total
Celina - 1" Meter	**$ 57.41**	**$ 77.75**	**$ 135.16**
1" Meter			
Allen	$ 59.21	$ 48.47	$ 107.68
Frisco	$ 34.06	$ 44.93	$ 78.99
Mustang SUD	$ 89.73	$ 38.36	$ 128.09
Flower Mound	$ 80.05	$ 36.74	$ 116.79
Howe	$ 67.11	$ 67.85	$ 134.96
Anna	$ 89.84	$ 50.99	$ 140.83
Van Alstyne	$ 116.60	$ 100.16	$ 216.76
Fairview	$ 44.28	$ 59.39	$ 103.67
Melissa	$ 95.63	$ 96.03	$ 191.66
McKinney	$ 39.40	$ 54.50	$ 93.90
Denton	$ 38.74	$ 30.00	$ 68.74
Little Elm	$ 60.90	$ 44.86	$ 105.76
Corinth	$ 73.22	$ 55.00	$ 116.79
2023 Sample Average	$ 68.37	$ 55.94	$ 124.31
2023 State Average	$ 52.91	$ 45.66	$ 98.57

Water and Wastewater Customers and Usage – Test Year & Forecast

Table ES-5 and **Table ES-6** present total historical and forecast water and wastewater accounts for the City, respectively. For each of the historical years, the average number of accounts for the year is shown and the growth reflects the difference from one fiscal year end to the next. The charts reveal that the City experienced growth in water accounts at an average annual rate of approximately 17% over the past five years. Based on staff input, the project team is forecasting that account growth will continue in future years at an even greater rate. The forecast projects that in the test year 2024 a total of **13,989** total water accounts will increase to **36,844** total water accounts by 2033.

The significant decrease in Residential and Commercial Outside City water customers in FY 2021 reflects the conversion of a large development area outside the City limits to Inside City customer classification in anticipation of the City annexing the development.

Table ES-3 reveals that the project team is forecasting similar account growth for wastewater accounts, increasing from **11,748** in test year 2024 to **34,603** in fiscal year 2033.

Table ES-7 presents consumption by rate classification for the City for the past six fiscal years and the forecast growth over the next ten years.

TABLE ES-5

CITY OF CELINA

FORECAST TOTAL CUSTOMERS

WATER Customer Classes

Fiscal Year	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Total
	WATER Total Customers				
FY 2018	3,711	1,273	241	23	**5,247**
FY 2019	4,504	1,511	255	20	**6,290**
FY 2020	5,402	1,718	286	17	**7,422**
FY 2021	8,786	39	353	-	**9,179**
FY 2022	9,712	32	531	-	**10,275**
YE Mar. '23	10,926	26	664	-	**11,616**
TY 2024	13,222	26	741	-	**13,989**
FY 2025	15,622	26	881	-	**16,529**
FY 2026	18,022	26	1,024	-	**19,072**
FY 2027	20,422	26	1,169	-	**21,617**
FY 2028	22,822	26	1,307	-	**24,155**
FY 2029	25,222	26	1,444	-	**26,692**
FY 2030	27,622	26	1,582	-	**29,230**
FY 2031	30,022	26	1,720	-	**31,768**
FY 2032	32,422	26	1,858	-	**34,306**
FY 2033	34,822	26	1,996	-	**36,844**

TABLE ES-6

CITY OF CELINA

FORECAST TOTAL CUSTOMERS

WASTEWATER Customer Classes

Fiscal Year	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Total
	WASTEWATER Total Customers				
FY 2018	4,398	2	136	1	**4,537**
FY 2019	5,331	1	145	1	**5,478**
FY 2020	6,438	2	150	1	**6,591**
FY 2021	8,130	2	194	1	**8,327**
FY 2022	9,077	1	276	1	**9,355**
YE Mar. '23	10,283	1	332	1	**10,617**
TY 2024	11,298	1	448	1	**11,748**
FY 2025	13,698	1	588	1	**14,288**
FY 2026	16,098	1	731	1	**16,831**
FY 2027	18,498	1	876	1	**19,376**
FY 2028	20,898	1	1,014	1	**21,914**
FY 2029	23,298	1	1,151	1	**24,451**
FY 2030	25,698	1	1,289	1	**26,989**
FY 2031	28,098	1	1,427	1	**29,527**
FY 2032	30,498	1	1,565	1	**32,065**
FY 2033	32,898	1	1,703	1	**34,603**

TABLE ES-7

CITY OF CELINA

FORECAST BILLED CONSUMPTION

	WATER Customer Classes				
	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Total
WATER Historical Volume					
FY 2018	366,305,382	115,148,740	108,048,228	13,616,100	**603,118,450**
FY 2019	384,668,859	117,585,308	101,052,400	6,601,700	**609,908,267**
FY 2020	510,105,731	142,965,167	123,416,400	5,783,000	**782,270,298**
FY 2021	731,677,421	3,826,400	128,112,269	-	**863,616,090**
FY 2022	987,179,369	4,693,800	266,081,167	-	**1,257,954,336**
YE Mar. '23	1,056,388,279	4,371,200	290,782,100	-	**1,351,541,579**
WATER Forecast Volume					
Test Year	1,246,419,246	4,371,200	337,478,178	-	**1,588,268,624**
2025	1,472,663,852	4,371,200	422,659,066	-	**1,899,694,118**
2026	1,698,908,459	4,371,200	513,760,131	-	**2,217,039,791**
2027	1,925,153,066	4,371,200	610,023,926	-	**2,539,548,192**
2028	2,151,397,673	4,371,200	696,318,566	-	**2,852,087,439**
2029	2,377,642,279	4,371,200	780,021,777	-	**3,162,035,256**
2030	2,603,886,886	4,371,200	868,844,413	-	**3,477,102,499**
2031	2,830,131,493	4,371,200	958,911,042	-	**3,793,413,734**
2032	3,056,376,099	4,371,200	1,050,121,831	-	**4,110,869,130**
2033	3,282,620,706	4,371,200	1,142,391,781	-	**4,429,383,687**

Net Revenue Requirement

Table ES-8 presents the City's forecast Net Revenue Requirement for the ten-year period FY 2024 through FY 2033. Details behind these calculations can be found in the rate model contained in **Appendix A**. This forecast is based on the following set of assumptions:

- Most operating costs are expected to increase at an annual rate of 3.5% in the first two years then 3.0%, which is around the rate of inflation.
- Certain expenses will increase at above-inflation rates, to reflect the rapid rate of increase of these costs. These expenses are workers' compensation, chemicals, fuel, equipment, and insurance.
- Many other operating expenses are expected to increase significantly due to the unprecedented growth in accounts. Growth impacts such volume-related expenses as chemicals, electricity, gasoline, etc.
- UTRWD charges and debt service on debt issued to fund the utilities' CIP are by far the largest annual expenses paid by Celina's water and wastewater utilities. The project team utilized UTRWD's most recent rate forecast as the basis for the UTRWD cost estimates and the City's debt forecast for debt service. Debt service assumptions are presented in Table III-7 and Table III-8.

Table ES-8 reveals that the total net revenue requirement is expected to increase from **$28,151,597** in FY 2024 to **$108,334,480** in FY 2033. The City's utility fund is forecast to be able to meet projected capital and operating expenses in the test year under the recommended rate plan without assistance from the City's General Fund. However, this forecast is highly dependent on the assumptions contained in this study, and any material changes to any of these assumptions may result in significant changes to the revenue requirement.

TABLE ES-8

CITY OF CELINA

CURRENT AND FORECAST NET REVENUE REQUIREMENT

SCENARIO:
8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

	Operating Expenses	Capital Outlays	Debt Service	Transfers & Contingencies	Total Cost of Service	Less Non-Rate Revenues	Net Revenue Requirement
	WATER Revenue Requirement						
2024	$ 12,813,225	$ 371,200	$ 7,427,948	$ 3,487,844	**$ 24,100,216**	$ 6,221,848	**17,878,368**
2025	15,968,236	371,200	8,389,610	2,901,545	**27,630,591**	8,471,848	**19,158,743**
2026	19,010,837	371,200	10,657,082	2,328,643	**32,367,762**	9,238,201	**23,129,560**
2027	22,184,426	371,200	11,658,230	1,746,709	**35,960,565**	9,240,770	**26,719,794**
2028	25,742,810	371,200	14,320,769	1,479,751	**41,914,530**	8,844,279	**33,070,250**
2029	29,212,410	371,200	17,580,070	1,524,144	**48,687,823**	8,842,995	**39,844,828**
2030	32,954,084	371,200	18,129,529	1,569,868	**53,024,681**	8,844,279	**44,180,402**
2031	37,406,079	371,200	19,666,340	1,616,964	**59,060,583**	8,844,279	**50,216,304**
2032	41,864,593	371,200	20,902,345	1,665,473	**64,803,611**	8,844,279	**55,959,331**
2033	46,721,621	371,200	21,704,404	1,715,437	**70,512,662**	8,844,279	**61,668,382**
	WASTEWATER Revenue Requirement						
2024	6,909,430	283,900	5,391,999	2,332,951	**14,918,280**	4,645,052	**10,273,228**
2025	9,968,582	283,900	5,175,012	1,996,178	**17,423,671**	6,895,052	**10,528,619**
2026	13,673,504	283,900	6,562,895	1,667,650	**22,187,949**	7,660,209	**14,527,740**
2027	17,531,359	283,900	9,067,645	1,332,674	**28,215,578**	7,661,981	**20,553,597**
2028	20,650,325	283,900	10,347,207	1,184,012	**32,465,444**	7,268,280	**25,197,164**
2029	22,245,416	283,900	11,446,606	1,219,532	**35,195,454**	7,267,394	**27,928,060**
2030	24,670,805	283,900	12,313,327	1,256,118	**38,524,150**	7,268,280	**31,255,870**
2031	28,396,890	283,900	13,602,047	1,293,802	**43,576,639**	7,268,280	**36,308,359**
2032	31,440,296	283,900	18,566,905	1,332,616	**51,623,717**	7,268,280	**44,355,436**
2033	34,433,068	283,900	17,844,815	1,372,595	**53,934,377**	7,268,280	**46,666,097**
	TOTAL Revenue Requirement						
2024	19,722,655	655,100	12,819,947	5,820,795	**39,018,497**	10,866,900	**28,151,597**
2025	25,936,818	655,100	13,564,622	4,897,723	**45,054,262**	15,366,900	**29,687,362**
2026	32,684,341	655,100	17,219,978	3,996,293	**54,555,711**	16,898,411	**37,657,300**
2027	39,715,785	655,100	20,725,875	3,079,383	**64,176,142**	16,902,751	**47,273,391**
2028	46,393,135	655,100	24,667,976	2,663,763	**74,379,974**	16,112,559	**58,267,415**
2029	51,457,825	655,100	29,026,675	2,743,676	**83,883,277**	16,110,389	**67,772,888**
2030	57,624,889	655,100	30,442,857	2,825,986	**91,548,832**	16,112,559	**75,436,272**
2031	65,802,969	655,100	33,268,388	2,910,766	**102,637,222**	16,112,559	**86,524,663**
2032	73,304,888	655,100	39,469,250	2,998,089	**116,427,327**	16,112,559	**100,314,768**
2033	81,154,688	655,100	39,549,219	3,088,032	**124,447,039**	16,112,559	**108,334,480**

Section I

SECTION I

Introduction and Demographic Profile

Background



In 2023, the City of Celina, Texas (the "City") engaged **Willdan Financial Services** to conduct a water and wastewater rate study and long-term financial plan. The City was interested in developing a comprehensive rate plan for FY 2024 and beyond. The objective of this study is to develop a long-term rate plan that will enable the City to recover sufficient funds to meet operating expenses, capital outlays, debt service, and coverage requirements, while at the same time to the best extent possible minimizing the impact of any adjustments on ratepayers.

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

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

Report Organization

This report is organized into the following sections:

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

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

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

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

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

City Overview



The City of Celina, Texas is located approximately 40 miles north of Dallas. The City has seen unprecedented growth over the past 15 years, and this explosive growth is expected to continue well into the next decade. The City encompasses approximately 48 square miles and has an estimated 2023 population of more than 43,000 in its service area. The City is situated primarily in Collin County with a limited amount of territory in neighboring Denton County.

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

Water and Wastewater Current Rates

Table I-1 summarizes the City of Celina's current water and wastewater rate structure.

TABLE I-1

CITY OF CELINA

CURRENT WATER AND WASTEWATER RATES

Water Rates

Residential Water Rates

Minimum Charge by Meter Size	3/4"	$	24.56
(Includes 2,000 Gallons in Base)	1"		41.30
	1 1/2"		82.61
	2"		132.18

Volume Rate (per 1,000 Gallons)

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

Commercial Water Rates

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

Volume Rate (per 1,000 Gallons)

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

Outside Residential Rates

Minimum Charge by Meter Size	3/4"	$	36.84
(Includes 2,000 Gallons in Base)	1"		61.95
	1 1/2"		123.92
	2"		198.27

Volume Rate (per 1,000 Gallons)

2,001	10,000	$	8.06
10,001	20,000		12.20
20,001	30,000		14.36
30,001	Above		20.72

Outside Commercial Rates

Minimum Charge by Meter Size	3/4"	$	44.25
(Includes 2,000 Gallons in Base)	1"		77.45
	1 1/2"		154.91
	2"		247.83
	3"		371.75
	4"		619.58

Volume Rate (per 1,000 Gallons)

2,001	10,000	$	8.06
10,001	20,000		12.20
20,001	30,000		14.36
30,001	Above		20.72

Wastewater Rates

Residential Wastewater Rates

Mnimum Charge by Meter Size	3/4"	$	25.54
	1"		45.90
	1 1/2"		85.66
	2"		146.85

Volume Rate (per 1,000 Gallons)

0	5,000	$	6.37
5,001	Above		7.88

Commercial Wastewater Rates

Minimum Charge by Meter Size	3/4"	$	30.59
(Includes 2,000 Gallons in Base)	1"		57.37
	1 1/2"		107.08
	2"		183.56
	4"		458.90

Volume Rate (per 1,000 Gallons)

2,001	Above	$	6.94

Outside Residential Rates

Mnimum Charge by Meter Size	3/4"	$	38.31
	1"		68.85
	1 1/2"		128.49
	2"		220.28

Volume Rate (per 1,000 Gallons)

0	5,000	$	9.56
5,001	Above		11.82

Outside Commercial Rates

Minimum Charge by Meter Size	3/4"	$	45.89
(Includes 2,000 Gallons in Base)	1"		86.06
	1 1/2"		160.62
	2"		275.34
	4"		688.35

Volume Rate (per 1,000 Gallons)

2,001	Above	$	10.41

Water accounts served by Celina are classified as Residential, Commercial, and Outside City Residential/Commercial. The water rate structure assesses a base charge by meter size. All water customer classes include a 2,000-gallon allowance in the base charge. Consumption volume is billed based on tiered rates per 1,000 gallons. The tiered rates differ nominally for each customer class.

Just like water, wastewater accounts served by Celina are classified as Residential, Commercial, and Outside City Residential/Commercial. All wastewater account rates are assessed at a base charge by meter size. A volume charge is based on metered water consumption. Residential customers' bills have a two-tier inclining block volume rate while both commercial wastewater accounts are assessed a uniform volume charge per 1,000 gallons for all recorded water consumption.

Water and Wastewater Rate Comparison

Chart I-2A, Chart I-2B, Table I-3A and Table I-3B compare the City's monthly water and wastewater charges to nearby cities and water systems in Texas. Since the City predominantly installs 1" meters for residential service and other communities install ¾" meters for residential water use, a comparison was prepared for both meter sizes. Chart I-2A and Table I-3A use **¾" meters**; Chart I-2B and Table I-3B use **1" meters**. Volumes of 5,000 gallons for water and 5,000 gallons for wastewater were used for the residential comparison as it represents typical usage levels for an average household.

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

The following points are notable:

- Among ¾" meter residential accounts, Celina's charges for monthly water and wastewater service are in the mid-range of system charges compared to the nearby cities and below the state average.
- As many as 30 percent of cities and utilities do not assess rates that recover the full cost of service, choosing instead to subsidize their water and wastewater utilities with other revenues or to defer needed repairs and maintenance at the expense of system reliability and integrity.

CHART I-2A

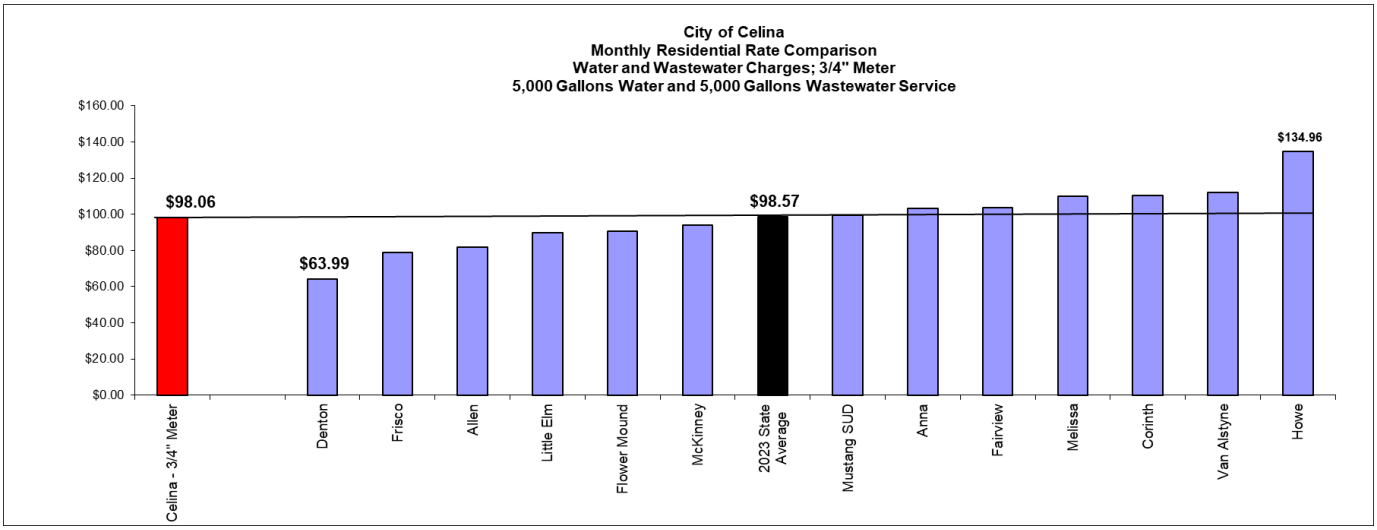


CHART I-2B

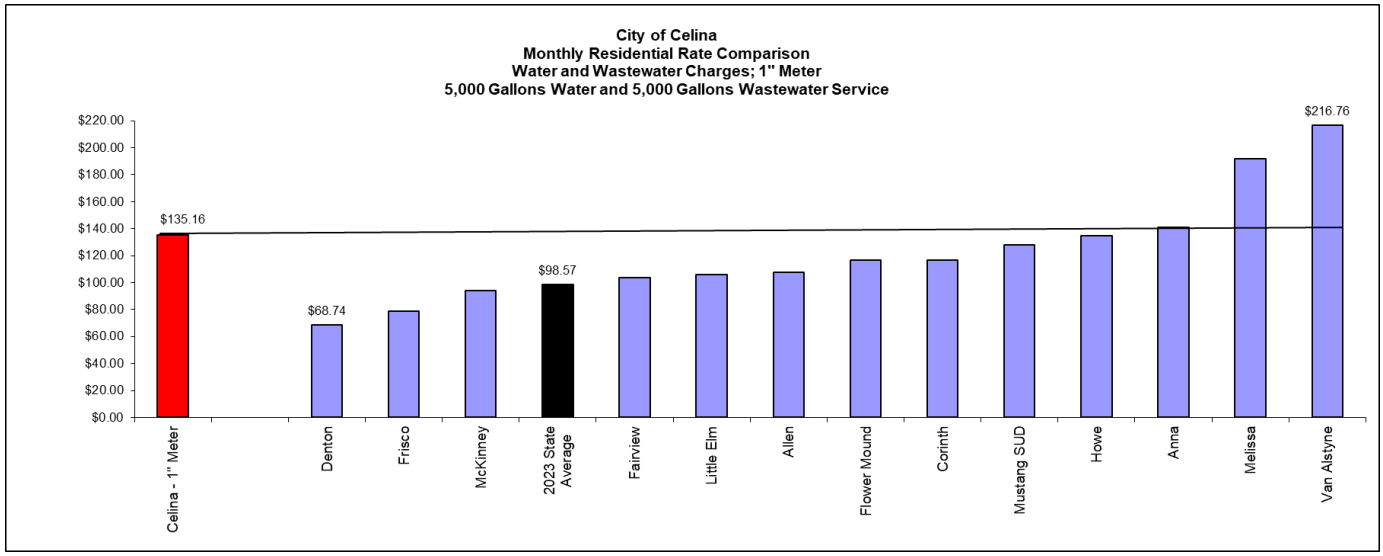


TABLE I-3A

CITY OF CELINA

MONTHLY RESIDENTIAL CHARGES -- 5,000 GAL WATER; 5,000 GAL WW - 3/4" Meter

	Water	Wastewater	Total
Celina - 3/4" Meter	**$ 40.67**	**$ 57.39**	**$ 98.06**
3/4" Meter			
Allen	$ 33.48	$ 48.47	$ 81.95
Frisco	$ 34.06	$ 44.93	$ 78.99
Mustang SUD	$ 45.83	$ 53.68	$ 99.51
Flower Mound	$ 54.03	$ 36.74	$ 90.77
Howe	$ 67.11	$ 67.85	$ 134.96
Anna	$ 52.39	$ 50.99	$ 103.38
Van Alstyne	$ 59.39	$ 52.82	$ 112.21
Fairview	$ 44.28	$ 59.39	$ 103.67
Melissa	$ 47.57	$ 62.40	$ 109.97
McKinney	$ 39.40	$ 54.50	$ 93.90
Denton	$ 33.99	$ 30.00	$ 63.99
Little Elm	$ 45.00	$ 44.86	$ 89.86
Corinth	$ 55.37	$ 55.00	$ 110.37
2023 Sample Average	$ 47.07	$ 50.89	$ 97.96
2023 State Average	$ 52.91	$ 45.66	$ 98.57

Source: Cities' Website ; 2023 TML Water Rate Survey

TABLE I-3B

CITY OF CELINA

MONTHLY RESIDENTIAL CHARGES -- 5,000 GAL WATER; 5,000 GAL WW - 1" Meter

	Water	Wastewater	Total
Celina - 1" Meter	**$ 57.41**	**$ 77.75**	**$ 135.16**
1" Meter			
Allen	$ 59.21	$ 48.47	$ 107.68
Frisco	$ 34.06	$ 44.93	$ 78.99
Mustang SUD	$ 89.73	$ 38.36	$ 128.09
Flower Mound	$ 80.05	$ 36.74	$ 116.79
Howe	$ 67.11	$ 67.85	$ 134.96
Anna	$ 89.84	$ 50.99	$ 140.83
Van Alstyne	$ 116.60	$ 100.16	$ 216.76
Fairview	$ 44.28	$ 59.39	$ 103.67
Melissa	$ 95.63	$ 96.03	$ 191.66
McKinney	$ 39.40	$ 54.50	$ 93.90
Denton	$ 38.74	$ 30.00	$ 68.74
Little Elm	$ 60.90	$ 44.86	$ 105.76
Corinth	$ 73.22	$ 55.00	$ 116.79
2023 Sample Average	$ 68.37	$ 55.94	$ 124.31
2023 State Average	$ 52.91	$ 45.66	$ 98.57



Section II

SECTION II

Water & Wastewater Test Year and Forecast Volumes



In order to accurately forecast future revenues and expenses, it is necessary to examine current water and wastewater utility conditions. The first step in developing cost of service rates is to analyze patterns of usage, both for the system as a whole, and for specified customer classes.

For the City of Celina, monthly water and wastewater records were reviewed for the period of April 2022 through March 2023. These records provided summary information on the monthly water volumes distributed system wide as well as the number of accounts for each period by defined customer class and the associated revenues. Additionally, these records provided the number of accounts and revenues monthly for all classifications of wastewater customers.

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

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

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

Population – Current and Projected

The City of Celina has experienced a virtually unprecedented rate of growth for the past 15 years. The City is not expected to reach build-out in the next decade. **Chart II-1** presents actual and forecast population for the period 2010 through 2025. The chart reveals that as of 2010 the City's population was approximately 6,386. According to the US Census, as of 2015 the population had reached 7,690, and then 17,702 by 2020. By 2025 the Light Farms Town Hall Presentation projects that the City's population will reach 52,000.

CHART II-1

CITY OF CELINA

Historical and Forecast Population

	Population	Increase	Ave Annual Percent
2010 [1]	6,386		
2015 [1]	7,690	1,304	3.8%
2017	9,836	2,146	13.1%
2020 [2]	17,702	10,012	18.1%
2025 [2]	52,000	34,298	24.0%

[1] - US Census
[2] - Per January 2021 Light Farms Town Hall Presentation

It is important to note that these projections are always subject to shifts due to multiple factors beyond the City's control.

Water and Wastewater Customers and Meters – Test Year & Ten-Year Forecast

Table II-2 and **Chart II-3** present total historical and forecast water accounts for the City. For each of the historical years, the average number of accounts for the year is shown and the growth reflects the difference from one fiscal year end to the next. The charts reveal that the City experienced growth in water accounts at an average annual rate of approximately 17% over the past five years. Based on staff input, the project team is forecasting that account growth will continue in future years at an even greater rate. The forecast projects that the test year 2024 total of **13,989** water accounts will increase to **36,844** total water accounts by 2033.

The charts further reveal that residential inside accounts represent the largest water customer class, at 13,222 accounts in the test year 2024.

The significant decrease in Residential and Commercial Outside City water customers in FY 2021 reflects the conversion of a large development area outside the City limits to Inside City customer classification in anticipation of the City annexing the development.

TABLE II-2

CITY OF CELINA

FORECAST TOTAL CUSTOMERS

WATER Customer Classes

Fiscal Year	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Total
WATER Total Customers					
FY 2018	3,711	1,273	241	23	**5,247**
FY 2019	4,504	1,511	255	20	**6,290**
FY 2020	5,402	1,718	286	17	**7,422**
FY 2021	8,786	39	353	-	**9,179**
FY 2022	9,712	32	531	-	**10,275**
YE Mar. '23	10,926	26	664	-	**11,616**
TY 2024	13,222	26	741	-	**13,989**
FY 2025	15,622	26	881	-	**16,529**
FY 2026	18,022	26	1,024	-	**19,072**
FY 2027	20,422	26	1,169	-	**21,617**
FY 2028	22,822	26	1,307	-	**24,155**
FY 2029	25,222	26	1,444	-	**26,692**
FY 2030	27,622	26	1,582	-	**29,230**
FY 2031	30,022	26	1,720	-	**31,768**
FY 2032	32,422	26	1,858	-	**34,306**
FY 2033	34,822	26	1,996	-	**36,844**
WATER Annual New Customers					
FY 2022	926	(8)	178	-	**1,096**
YE Mar. '23	1,214	(6)	133	-	**1,341**
TY 2024	2,296	-	77	-	**2,373**
FY 2025	2,400	-	140	-	**2,540**
FY 2026	2,400	-	143	-	**2,543**
FY 2027	2,400	-	145	-	**2,545**
FY 2028	2,400	-	138	-	**2,538**
FY 2029	2,400	-	137	-	**2,537**
FY 2030	2,400	-	138	-	**2,538**
FY 2031	2,400	-	138	-	**2,538**
FY 2032	2,400	-	138	-	**2,538**
FY 2033	2,400	-	138	-	**2,538**

CHART II-3

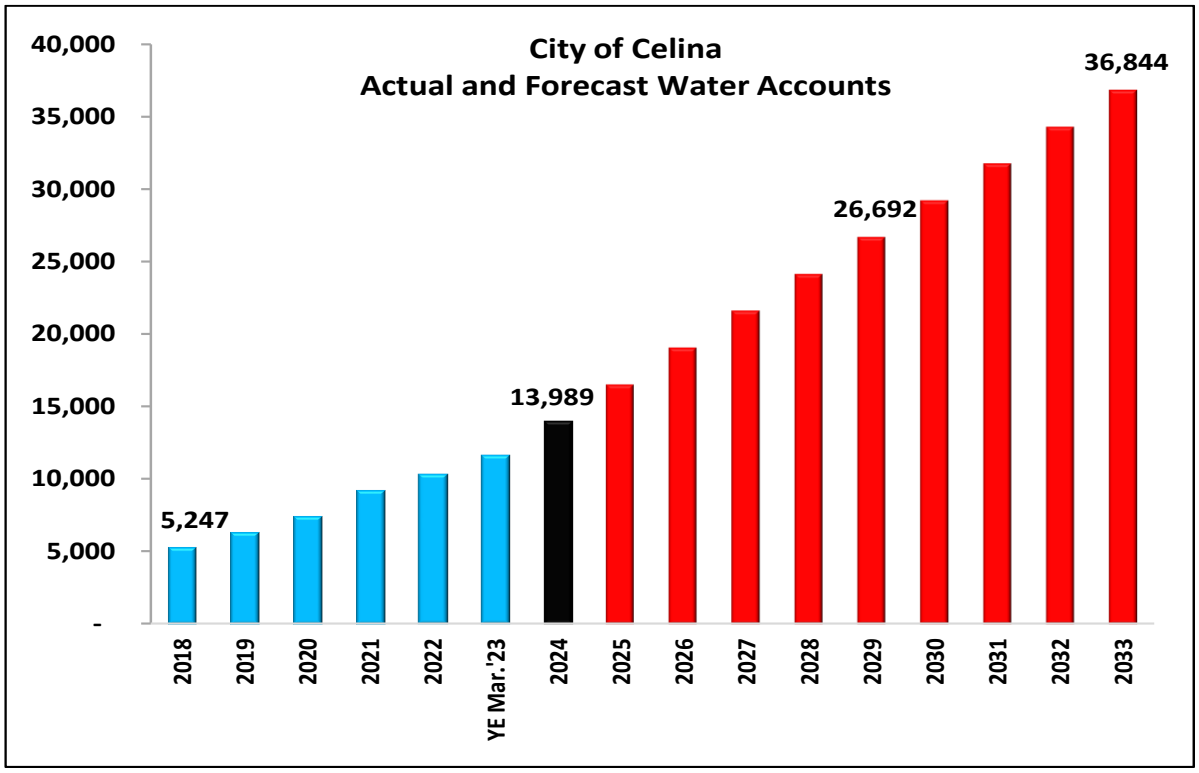


Table II-4 and **Chart II-5** present wastewater accounts and classifications for the Cities historical years and the forecast growth over the next ten years. The tables reveal that the City's total wastewater accounts of **11,748** in TY 2024 are forecast to increase to **34,603** by FY 2033.



TABLE II-4

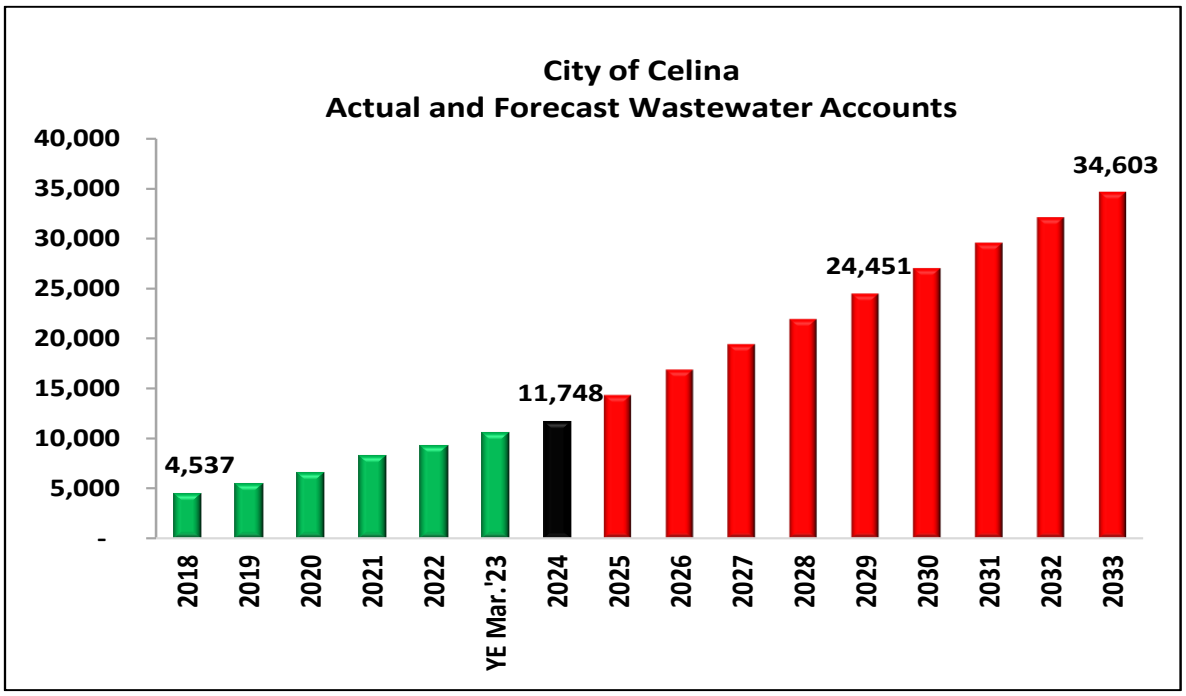
CITY OF CELINA

FORECAST TOTAL CUSTOMERS

WASTEWATER Customer Classes

Fiscal Year	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Total
WASTEWATER Total Customers					
FY 2018	4,398	2	136	1	**4,537**
FY 2019	5,331	1	145	1	**5,478**
FY 2020	6,438	2	150	1	**6,591**
FY 2021	8,130	2	194	1	**8,327**
FY 2022	9,077	1	276	1	**9,355**
YE Mar. '23	10,283	1	332	1	**10,617**
TY 2024	11,298	1	448	1	**11,748**
FY 2025	13,698	1	588	1	**14,288**
FY 2026	16,098	1	731	1	**16,831**
FY 2027	18,498	1	876	1	**19,376**
FY 2028	20,898	1	1,014	1	**21,914**
FY 2029	23,298	1	1,151	1	**24,451**
FY 2030	25,698	1	1,289	1	**26,989**
FY 2031	28,098	1	1,427	1	**29,527**
FY 2032	30,498	1	1,565	1	**32,065**
FY 2033	32,898	1	1,703	1	**34,603**
WASTEWA'TER Annual New Customers					
FY 2022	947	NA	82	-	**1,029**
YE Mar. '23	1,206	NA	56	-	**1,262**
TY 2024	1,015	1,148	116	-	**2,279**
FY 2025	2,400	-	140	-	**2,540**
FY 2026	2,400	-	143	-	**2,543**
FY 2027	2,400	-	145	-	**2,545**
FY 2028	2,400	-	138	-	**2,538**
FY 2029	2,400	-	137	-	**2,537**
FY 2030	2,400	-	138	-	**2,538**
FY 2031	2,400	-	138	-	**2,538**
FY 2032	2,400	-	138	-	**2,538**
FY 2033	2,400	-	138	-	**2,538**

CHART II-5



Historical and Forecast Water Consumption

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

Chart II-6 presents test year total water consumption of **1,588,268,624 gallons** by defined customer class. Residential Inside presents the highest percentage of usage.

Chart II-7 presents the average monthly consumption by customer class in the Test Year. Residential customers' water usage per active connection averages 7,856 gallons per month.

CHART II-6

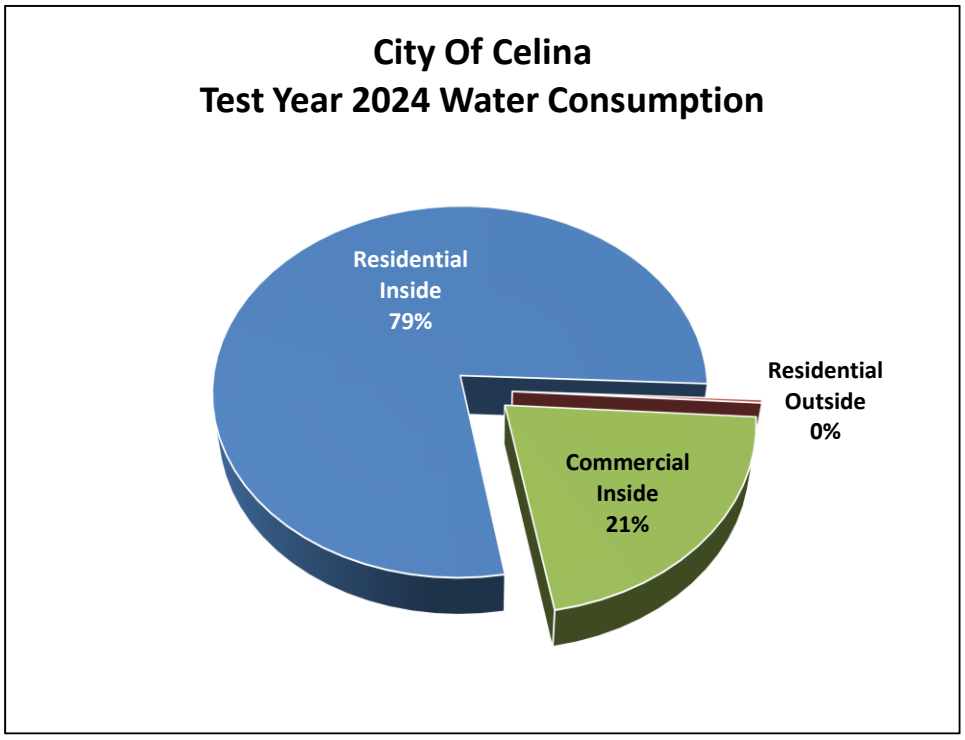


CHART II-7

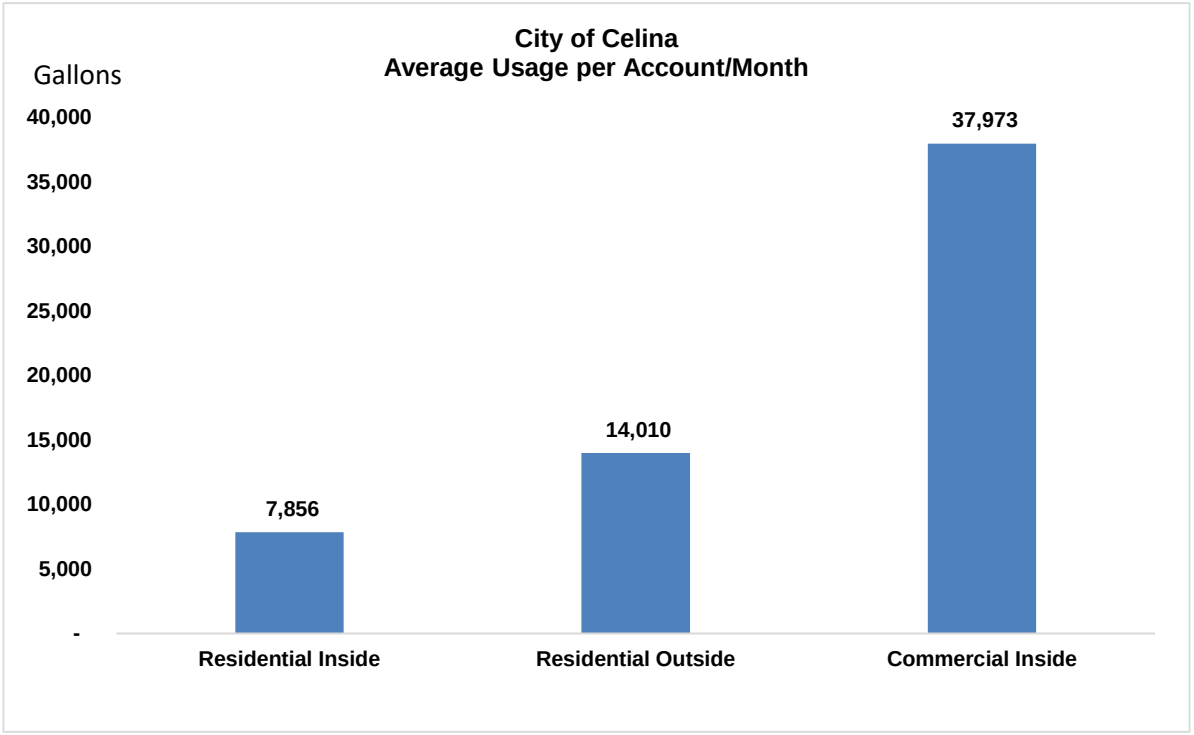


Table II-8 and **Chart II-9** which present current and forecast consumption by rate classification for the City.

TABLE II-8

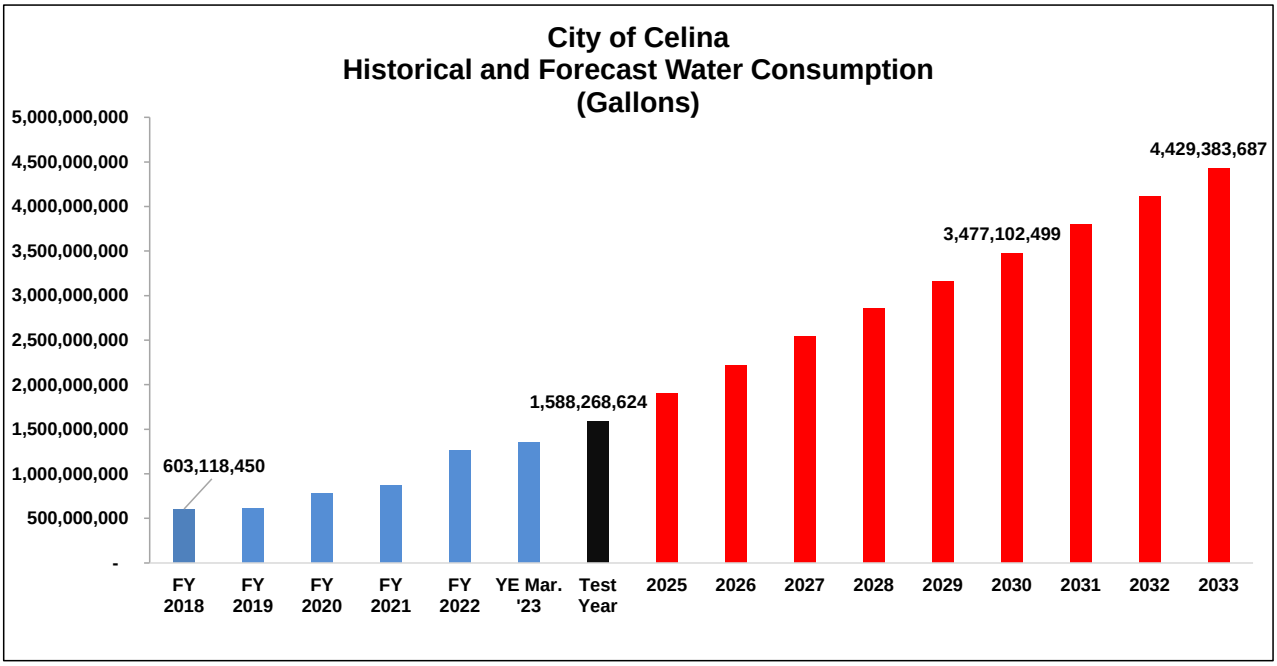
CITY OF CELINA

FORECAST BILLED CONSUMPTION

WATER Customer Classes

	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Total
WATER Historical Volume					
FY 2018	366,305,382	115,148,740	108,048,228	13,616,100	**603,118,450**
FY 2019	384,668,859	117,585,308	101,052,400	6,601,700	**609,908,267**
FY 2020	510,105,731	142,965,167	123,416,400	5,783,000	**782,270,298**
FY 2021	731,677,421	3,826,400	128,112,269	-	**863,616,090**
FY 2022	987,179,369	4,693,800	266,081,167	-	**1,257,954,336**
YE Mar. '23	1,056,388,279	4,371,200	290,782,100	-	**1,351,541,579**
WATER Forecast Volume					
Test Year	1,246,419,246	4,371,200	337,478,178	-	**1,588,268,624**
2025	1,472,663,852	4,371,200	422,659,066	-	**1,899,694,118**
2026	1,698,908,459	4,371,200	513,760,131	-	**2,217,039,791**
2027	1,925,153,066	4,371,200	610,023,926	-	**2,539,548,192**
2028	2,151,397,673	4,371,200	696,318,566	-	**2,852,087,439**
2029	2,377,642,279	4,371,200	780,021,777	-	**3,162,035,256**
2030	2,603,886,886	4,371,200	868,844,413	-	**3,477,102,499**
2031	2,830,131,493	4,371,200	958,911,042	-	**3,793,413,734**
2032	3,056,376,099	4,371,200	1,050,121,831	-	**4,110,869,130**
2033	3,282,620,706	4,371,200	1,142,391,781	-	**4,429,383,687**

CHART II-9



Peaking Factors

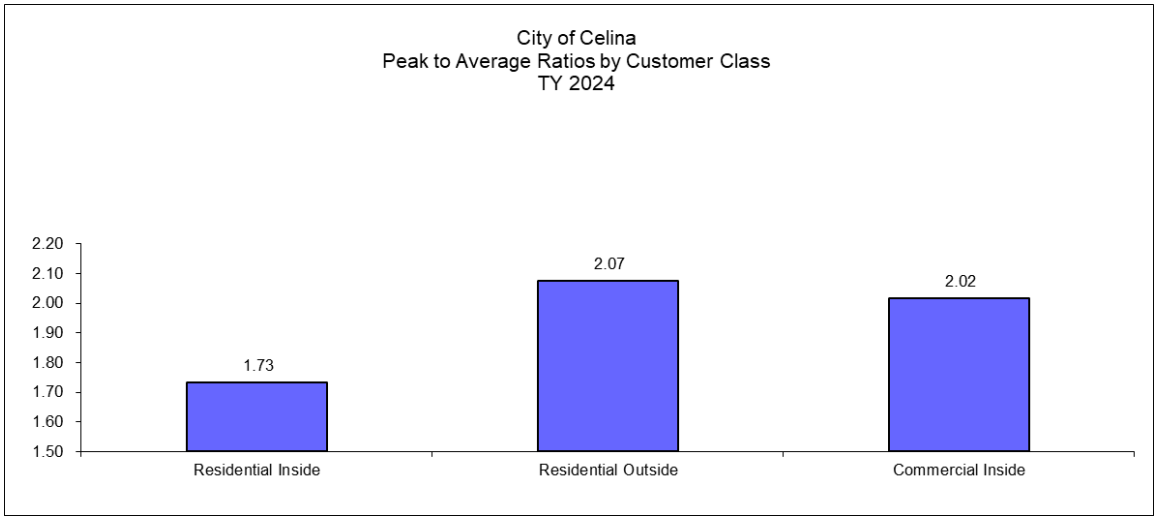
The cost of providing water to customers depends not only on the amount of water each class uses, but also on how that usage occurs over time. The maximum-day and maximum-hour peaking requirements of a water utility's customers are an important influence on the utility's costs. Because water utilities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

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

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

Based on AWWA guidelines, the customer class peaking factors calculated in this study are for non-coincidental peaks. The peaking factors developed for this analysis are based on the annualized water consumption by customer class for the months of April 2022 through March 2023. The calculations of the peaking factors by class are presented graphically in **Chart II-10**.

CHART II-10



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

Historical and Forecast Wastewater Flows

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

As with water billed consumption, the project team prepared a ten-year forecast of wastewater billing units. Since individual customer wastewater flow is not metered, it is derived from the water consumption figures for each customer class. The billing unit forecast is derived using anticipated growth in accounts as depicted in Table II-4. The results of the forecast are presented in **Table II-11** and **Chart II-12**.

TABLE II-11

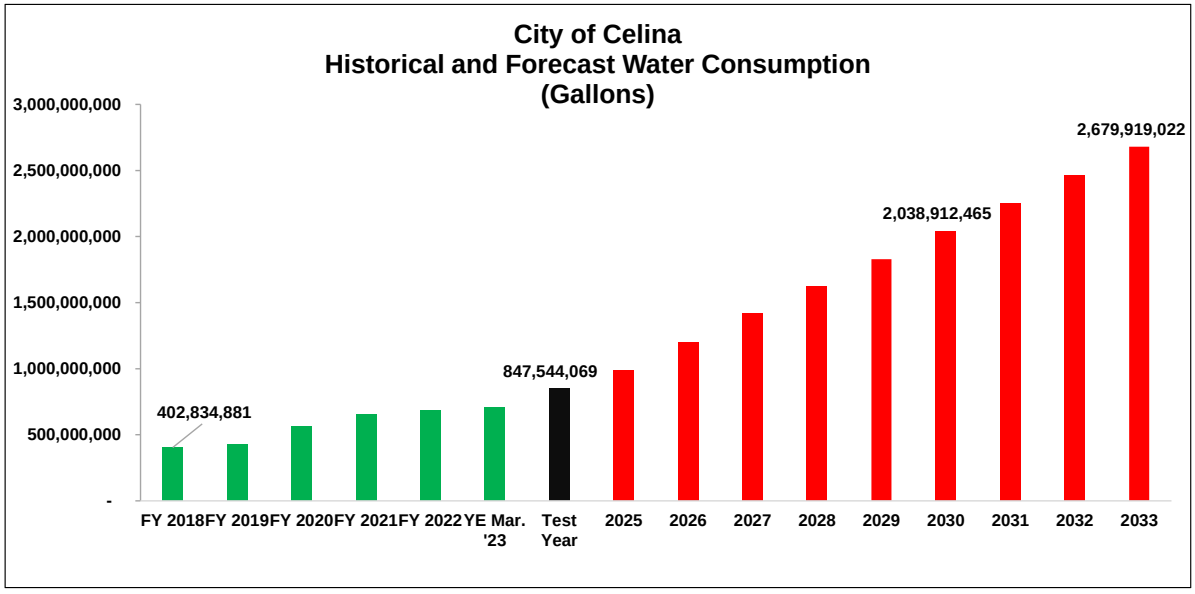
CITY OF CELINA

FORECAST BILLED CONSUMPTION

WASTEWATER Customer Classes

	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Total
	WATER Historical Volume				
FY 2018	378,932,981	70,200	23,775,800	55,900	**402,834,881**
FY 2019	406,542,490	71,600	23,468,100	54,000	**430,136,190**
FY 2020	539,195,952	122,700	24,769,100	22,300	**564,110,052**
FY 2021	622,662,906	125,600	30,737,000	48,500	**653,574,006**
FY 2022	617,028,550	53,200	64,905,500	111,300	**682,098,550**
YE Mar. '23	624,190,800	23,000	79,660,900	157,900	**704,032,600**
	WASTEWATER Forecast Volume				
Test Year	735,670,303	23,000	111,692,866	157,900	**847,544,069**
2025	821,865,000	84,000	169,188,251	157,900	**991,295,151**
2026	965,865,000	84,000	234,216,145	157,900	**1,200,323,045**
2027	1,109,865,000	84,000	305,786,405	157,900	**1,415,893,305**
2028	1,253,865,000	84,000	369,017,795	157,900	**1,623,124,695**
2029	1,397,865,000	84,000	430,166,414	157,900	**1,828,273,314**
2030	1,541,865,000	84,000	496,805,565	157,900	**2,038,912,465**
2031	1,685,865,000	84,000	565,059,025	157,900	**2,251,165,925**
2032	1,829,865,000	84,000	634,770,727	157,900	**2,464,877,627**
2033	1,973,865,000	84,000	705,812,122	157,900	**2,679,919,022**

CHART II-12


City of Celina
Historical and Forecast Water Consumption
(Gallons)
3,000,000,000
2,500,000,000
2,000,000,000
1,500,000,000
1,000,000,000
500,000,000
-
402,834,881
847,544,069
2,038,912,465
2,679,919,022
FY 2018
FY 2019
FY 2020
FY 2021
FY 2022
YE Mar. '23
Test Year
2025
2026
2027
2028
2029
2030
2031
2032
2033


CITY HALL

Section III

SECTION III

Water & Wastewater Forecast Revenue Requirement



In this section of the water and wastewater rate study and long-term financial plan, the City of Celina's test year and forecast water and wastewater utility revenue requirements are developed. The test year consists of the City's historical data from April 1, 2022, through March 1, 2023, along with some adjustments. The estimates presented in this section are based on the City's approved budget for FY 2024.

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

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

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

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

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

Operating Expenses and Capital Outlays – Test Year

Table III-1 summarizes the test year FY 2024 water system operating expenses and capital outlays in detail by department. **Table III-2** presents the test year FY 2024 operating expenses and capital outlays in detail by department for the wastewater system.

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

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

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

Tables III-1 and **III-2** also allocate total budget expenses between the water and wastewater functions based on general ratemaking principles. As the tables show, total operating expenses, transfers, and capital outlays in the test year are **$16,672,268** for the water utility and **$9,526,281** for the wastewater utility.

TABLE III-1

CITY OF CELINA

WATER Operating Expenses, Transfers and Capital Outlays

SCENARIO: 8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

Department Code		Net Budget	Treatment	Distribution	Admin	Customer Billing
	Operating & Maintenance					
1	Personnel Svcs	$ 2,296,891	$ -	$ 1,956,033	$ 52,697	$ 288,161
2	Contractual	590,598	-	485,364	60,263	44,971
3	Materials & Supplies	1,157,309	9,755	419,070	-	728,484
4	Operations	468,024	-	420,540	44,956	2,528
5	Utilities	364,203	-	25,583	127,837	210,783
6	Administration	-	-	-	-	-
UTRWD-W	Upper Trinity Regional Water District- Water	7,936,200	7,936,200	-	-	-
	Total Operating & Maintenance	**12,813,225**	**7,945,955**	**3,306,590**	**285,753**	**1,274,927**
	Transfers	**3,487,844**	**-**	**-**	**3,487,844**	**-**
	Capital Outlays	**371,200**	**-**	**371,200**	**-**	**-**
	Total WATER Operating Expenses, Transfers and Capital Outlays	**$ 16,672,268**	**$ 7,945,955**	**$ 3,677,790**	**$3,773,597**	**$1,274,927**

TABLE III-2

CITY OF CELINA

WASTEWATER Operating Expenses, Transfers and Capital Outlays

SCENARIO: 8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

Department Code		Net Budget	Treatment	Collection	Admin	Customer Billing
	Operating & Maintenance					
1	Personnel Svcs	$ 1,416,209	$ 562,298	$ 562,298	$ 44,727	$ 246,886
2	Contractual	458,572	149,278	269,765	1,000	38,529
3	Materials & Supplies	804,597	73,181	107,281	-	624,136
4	Operations	250,281	82,500	165,615	-	2,166
5	Utilities	233,142	3,170	4,170	45,212	180,590
6	Administration	30,393	-	-	30,393	-
UTRWD-S	Upper Trinity Regional Water District- Sew er	3,716,236	3,716,236	-	-	-
	Total Operating & Maintenance	**6,909,430**	**4,586,662**	**1,109,129**	**121,332**	**1,092,307**
	Transfers	**2,332,951**	**-**	**-**	**2,332,951**	**-**
	Capital Outlays	**283,900**	**283,900**	**-**	**-**	**-**
	Total WATER Operating Expenses, Transfers and Capital Outlays	**$ 9,526,281**	**$ 4,870,562**	**$ 1,109,129**	**$2,454,283**	**$1,092,307**

Operating Expenses and Capital Outlays – Ten Year Forecast

Table III-3 presents the water and wastewater utility operating expense and capital outlay forecast along with transfers for the ten-year period FY 2024 – FY 2033. Details behind these calculations can be found in the rate model summarized in **Appendix A**. This forecast is based on the following set of assumptions:

- Most operating costs are expected to increase at an annual rate of 3.5% in the first two years then 3.0%, which is around the rate of inflation.
- Certain expenses will increase at above-inflation rates, to reflect the rapid rate of increase of these costs. These expenses are workers' compensation, chemicals, fuel, equipment, and insurance.
- Many other operating expenses are expected to increase significantly due to the rapid growth in accounts. Growth impacts such volume-related expenses as chemicals, electricity, gasoline, etc.
- As shown in these charts, operating costs, of which majority of the expense comes from UTRWD charges, are by far the largest annual expense paid by Celina's water and wastewater utilities. The project team utilized UTRWD's most recent budgeted rate forecast as the basis for the UTRWD cost estimates.
- The forecast includes an annual transfer to General Fund for General and Administrative services. These transfers are forecast to increase at the inflation rate plus the annual account growth rate.

TABLE III-3

CITY OF CELINA

CURRENT AND FORECAST Operating Expenses, Transfers and Capital Outlays

SCENARIO:

8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

	Operating Expenses	Capital Outlays	Transfers & Contingencies	Total
WATER				
2024	$ 12,813,225	$ 371,200	$ 3,487,844	**$ 16,672,268**
2025	15,968,236	371,200	2,901,545	**19,240,981**
2026	19,010,837	371,200	2,328,643	**21,710,679**
2027	22,184,426	371,200	1,746,709	**24,302,335**
2028	25,742,810	371,200	1,479,751	**27,593,761**
2029	29,212,410	371,200	1,524,144	**31,107,753**
2030	32,954,084	371,200	1,569,868	**34,895,152**
2031	37,406,079	371,200	1,616,964	**39,394,243**
2032	41,864,593	371,200	1,665,473	**43,901,266**
2033	46,721,621	371,200	1,715,437	**48,808,258**
WASTEWATER				
2024	6,909,430	283,900	2,332,951	**9,526,281**
2025	9,968,582	283,900	1,996,178	**12,248,659**
2026	13,673,504	283,900	1,667,650	**15,625,054**
2027	17,531,359	283,900	1,332,674	**19,147,932**
2028	20,650,325	283,900	1,184,012	**22,118,237**
2029	22,245,416	283,900	1,219,532	**23,748,848**
2030	24,670,805	283,900	1,256,118	**26,210,823**
2031	28,396,890	283,900	1,293,802	**29,974,592**
2032	31,440,296	283,900	1,332,616	**33,056,812**
2033	34,433,068	283,900	1,372,595	**36,089,562**
TOTAL				
2024	19,722,655	655,100	5,820,795	**26,198,550**
2025	25,936,818	655,100	4,897,723	**31,489,640**
2026	32,684,341	655,100	3,996,293	**37,335,734**
2027	39,715,785	655,100	3,079,383	**43,450,267**
2028	46,393,135	655,100	2,663,763	**49,711,999**
2029	51,457,825	655,100	2,743,676	**54,856,602**
2030	57,624,889	655,100	2,825,986	**61,105,975**
2031	65,802,969	655,100	2,910,766	**69,368,835**
2032	73,304,888	655,100	2,998,089	**76,958,077**
2033	81,154,688	655,100	3,088,032	**84,897,820**

Upper Trinity Regional Water District (UTRWD)

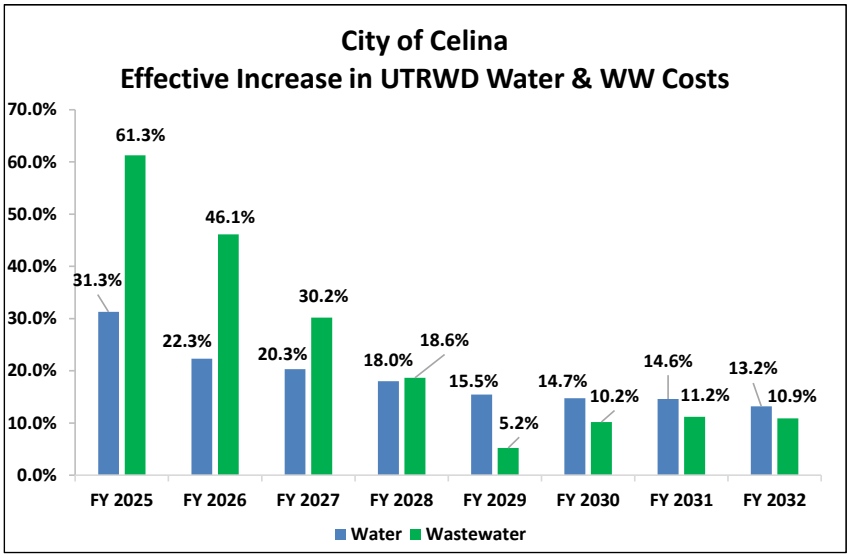
As stated above, a primary component of the City's operating budget is its contractual agreement for treated water service from UTRWD, which is part of operating expense. The project team obtained recent correspondence from UTRWD regarding their preliminary forecasts of the future cost of service. Each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

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

Due to significant growth in the Celina and Prosper service area, the UTRWD plans to increase the capacity of its Doe Branch wastewater treatment facility to 8 MGD plus an upgraded trunkline to convey wastewater to the facility. UTRWD gave Celina several options regarding financing the City's share ($124M) of this facility and trunkline. The City Council reviewed the options and selected a thirty-two (32) year borrowing agreement with interest only payments in the first five (5) years. These payments have been included as part of the UTRWD costs in the rate model, with payments starting in FY2025.

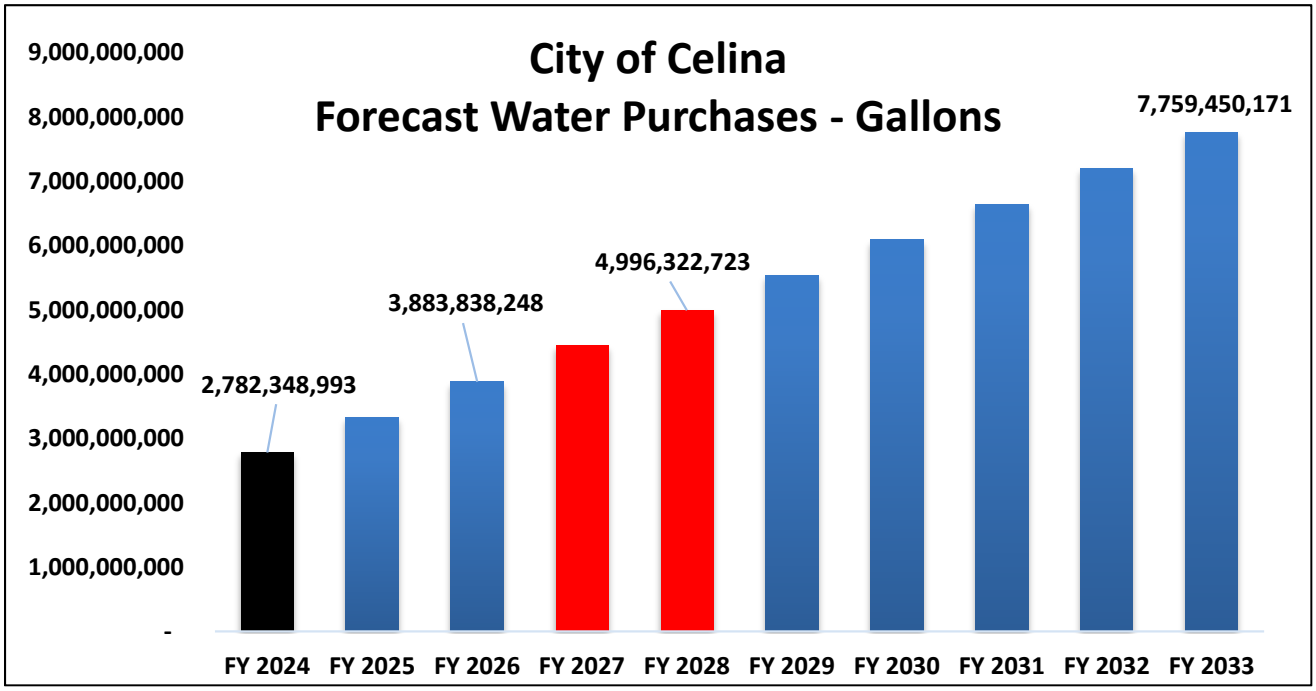
The volume charge for water from the UTRWD in FY 2024 is $1.49 per thousand gallons. The UTRWD FY 2024 annual demand charge is $505,400 per MGD. The volume and demand charge are forecast to increase annually by 6.8% and 7.7% in 2025 and 2026, and 5.0% in 2027 - 2033. The project team estimated that wastewater rates will increase annually by 7.7% in FY 2025 and 5.0% annually in the period 2026 - 2033. **Chart III-4** presents the forecast percent increases in UTRWD's water and wastewater charges paid by Celina for the next decade. Importantly, these increases do not just reflect cost increases by UTRWD; they also incorporate Celina's forecast growth in accounts and demand. It should also be noted that Celina's contract water demand is assumed to increase from 7.6 MGD to 21.3 MGD in the period 2024 through 2033.

CHART III-4



The forecast water purchases from UTRWD are presented in **Chart III-5**. Based on current account growth estimates, water purchases from UTRWD are expected to increase from approximately 2.8 billion gallons in the test year 2024 to over 7.7 billion in fiscal year ending 2033.

CHART III-5



Capital Improvement Plan

The City has developed a comprehensive capital improvement plan ("CIP") for its water and wastewater system. The plan includes estimates for infrastructure capital improvements from bond funding from 2024 – 2031. This plan includes an aggressive list of projects required to meet the City's utility service needs, given its remarkably high growth forecasts in number of accounts and water/wastewater demands. The water CIP includes pumps and distribution lines expansion, repairs, and upgrades. The wastewater CIP includes wastewater treatment and collection system expansion, and improvements to infrastructure. In developing a ten-year financial forecast, the project team used the totals provided by the City to determine an overall estimate for capital spending needs for the decade. This total CIP for the next eight years is **$368,383,325** presented in **Table III-6.**

Table III-6

CITY OF CELINA CAPITAL IMPROVEMENT PLAN 2024 - 2033	
WATER PROJECTS	
2024	$ 14,868,600
2025	36,000,000
2026	21,330,765
2027	36,921,835
2028	38,763,350
2029	8,325,650
2030	10,535,625
2031	16,237,500
2032	
2033	
Total Water Projects	**$ 182,983,325**
WASTEWATER PROJECTS	
2024	$ 1,000,000.00
2025	21,000,000
2026	40,000,000
2027	26,000,000
2028	15,000,000
2029	1,000,000
2030	9,400,000
2031	72,000,000
2032	
2033	
Total Wastewater Projects	**$ 185,400,000**
Total Water and Wastewater Projects	**$ 368,383,325**

Existing and Forecast Debt Service

The City expects to issue over $368 million in debt over the next decade to finance the water and wastewater CIP. **Table III-7** presents the annual debt forecast to be issued by the City. The debt is assumed to have a 25-year term and an interest rate of 5.25 – 5.50%.

Table III-7

CITY OF CELINA

Forecast Annual Utility Bond Issues

	Water	Wastewater	Total
2024	$ 15,000,000	$ 1,000,000	$ 16,000,000
2025	37,000,000	21,000,000	58,000,000
2026	21,500,000	40,000,000	61,500,000
2027	37,000,000	26,000,000	63,000,000
2028	39,000,000	12,765,000	51,765,000
2029	8,500,000	1,000,000	9,500,000
2030	10,600,000	9,400,000	20,000,000
2031	16,500,000	72,000,000	88,500,000
2032	-	-	-
2033	-	-	-
Total	$ 185,100,000	$ 183,165,000	$ 368,265,000

Table III-8 presents current and forecast debt service for the water and wastewater utility.

TABLE III-8

CITY OF CELINA

CURRENT AND FORECAST DEBT SERVICE

SCENARIO: 8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

	Water		Wastewater		
Year	Current	Forecast	Current	Forecast	Total
2024	$ 7,427,948	$ -	$ 5,391,999	$ -	**$ 12,819,947**
2025	7,390,777	998,833	5,108,423	66,589	**13,564,622**
2026	7,397,865	3,259,218	5,113,322	1,449,573	**17,219,978**
2027	7,392,728	4,265,501	5,109,772	3,957,874	**20,725,875**
2028	7,392,485	6,928,284	5,109,603	5,237,604	**24,667,976**
2029	7,389,606	10,190,464	5,107,613	6,338,992	**29,026,675**
2030	7,374,380	10,755,150	5,097,089	7,216,238	**30,442,857**
2031	7,378,020	12,288,321	5,099,605	8,502,442	**33,268,388**
2032	7,381,065	13,521,280	5,101,710	13,465,195	**39,469,250**
2033	7,354,985	14,349,419	5,083,684	12,761,131	**39,549,219**

Non-Rate Revenues

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

It should be noted that a substantial portion of non-rate revenues come from water and wastewater connection fees, especially starting in FY 2026. Revenue from these fees is expected to continue at the current level as the City's population continues to grow. However, if the annual growth in number of accounts begins to slow there will be a corresponding reduction in annual revenue from connection fees.

Non-Rate Revenues not specifically and solely tied to either water or wastewater were allocated equally between the two utilities. Except for connection fees, non-rate revenues are projected to remain stable over the forecast period. Annual non-rate revenue totals are presented in **Table III-9.**

TABLE III-9

CITY OF CELINA

FORECAST NON-RATE REVENUES

SCENARIO: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

	Water	Wastewater	Total Water & WW
TY 2024	$ 5,221,848	$ 3,645,052	$ 8,866,900
FY 2025	5,221,848	3,645,052	8,866,900
FY 2026	5,238,201	3,660,209	8,898,411
FY 2027	5,240,770	3,661,981	8,902,751
FY 2028	4,844,279	3,268,280	8,112,559
FY 2029	4,842,995	3,267,394	8,110,389
FY 2030	4,844,279	3,268,280	8,112,559
FY 2031	4,844,279	3,268,280	8,112,559
FY 2032	4,844,279	3,268,280	8,112,559
FY 2033	4,844,279	3,268,280	8,112,559

Net Revenue Requirement

Table III-10 presents the test year and ten-year forecast for the City's net revenue requirement to be raised from rates for the water and wastewater utility for the test year 2024 and forecast period[1]. The water and wastewater net revenue requirement is expected to increase from **$28,151,597** in FY 2024 to **$108,334,800** in FY 2033.

[1] Note: In addition to the non-rate revenues discussed above, non-rate revenues reported in Table III-10 include annual contributions from the Future Infrastructure Fund.

TABLE III-10

CITY OF CELINA

CURRENT AND FORECAST NET REVENUE REQUIREMENT

SCENARIO:
8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

	Operating Expenses	Capital Outlays	Debt Service	Transfers & Contingencies	Total Cost of Service	Less Non-Rate Revenues	Net Revenue Requirement
WATER Revenue Requirement							
2024	$ 12,813,225	$ 371,200	$ 7,427,948	$ 3,487,844	**$ 24,100,216**	$ 6,221,848	**17,878,368**
2025	15,968,236	371,200	8,389,610	2,901,545	**27,630,591**	8,471,848	**19,158,743**
2026	19,010,837	371,200	10,657,082	2,328,643	**32,367,762**	9,238,201	**23,129,560**
2027	22,184,426	371,200	11,658,230	1,746,709	**35,960,565**	9,240,770	**26,719,794**
2028	25,742,810	371,200	14,320,769	1,479,751	**41,914,530**	8,844,279	**33,070,250**
2029	29,212,410	371,200	17,580,070	1,524,144	**48,687,823**	8,842,995	**39,844,828**
2030	32,954,084	371,200	18,129,529	1,569,868	**53,024,681**	8,844,279	**44,180,402**
2031	37,406,079	371,200	19,666,340	1,616,964	**59,060,583**	8,844,279	**50,216,304**
2032	41,864,593	371,200	20,902,345	1,665,473	**64,803,611**	8,844,279	**55,959,331**
2033	46,721,621	371,200	21,704,404	1,715,437	**70,512,662**	8,844,279	**61,668,382**
WASTEWATER Revenue Requirement							
2024	6,909,430	283,900	5,391,999	2,332,951	**14,918,280**	4,645,052	**10,273,228**
2025	9,968,582	283,900	5,175,012	1,996,178	**17,423,671**	6,895,052	**10,528,619**
2026	13,673,504	283,900	6,562,895	1,667,650	**22,187,949**	7,660,209	**14,527,740**
2027	17,531,359	283,900	9,067,645	1,332,674	**28,215,578**	7,661,981	**20,553,597**
2028	20,650,325	283,900	10,347,207	1,184,012	**32,465,444**	7,268,280	**25,197,164**
2029	22,245,416	283,900	11,446,606	1,219,532	**35,195,454**	7,267,394	**27,928,060**
2030	24,670,805	283,900	12,313,327	1,256,118	**38,524,150**	7,268,280	**31,255,870**
2031	28,396,890	283,900	13,602,047	1,293,802	**43,576,639**	7,268,280	**36,308,359**
2032	31,440,296	283,900	18,566,905	1,332,616	**51,623,717**	7,268,280	**44,355,436**
2033	34,433,068	283,900	17,844,815	1,372,595	**53,934,377**	7,268,280	**46,666,097**
TOTAL Revenue Requirement							
2024	19,722,655	655,100	12,819,947	5,820,795	**39,018,497**	10,866,900	**28,151,597**
2025	25,936,818	655,100	13,564,622	4,897,723	**45,054,262**	15,366,900	**29,687,362**
2026	32,684,341	655,100	17,219,978	3,996,293	**54,555,711**	16,898,411	**37,657,300**
2027	39,715,785	655,100	20,725,875	3,079,383	**64,176,142**	16,902,751	**47,273,391**
2028	46,393,135	655,100	24,667,976	2,663,763	**74,379,974**	16,112,559	**58,267,415**
2029	51,457,825	655,100	29,026,675	2,743,676	**83,883,277**	16,110,389	**67,772,888**
2030	57,624,889	655,100	30,442,857	2,825,986	**91,548,832**	16,112,559	**75,436,272**
2031	65,802,969	655,100	33,268,388	2,910,766	**102,637,222**	16,112,559	**86,524,663**
2032	73,304,888	655,100	39,469,250	2,998,089	**116,427,327**	16,112,559	**100,314,768**
2033	81,154,688	655,100	39,549,219	3,088,032	**124,447,039**	16,112,559	**108,334,480**

Water Utility Cost Functionalization

Once the total water and wastewater system costs have been identified, the next step in the rate development process is to isolate the costs associated with each system function. Some of these expenditures are a function of base water demand; others are based on the peak demands placed on the system. Certain costs are associated with serving customers regardless of the volume of water use or wastewater discharge. The basic steps used to allocate the City's water revenue requirements include the following:

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

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

Treatment – the process by which raw water is converted to potable water

Distribution – the lines that carry water to individual customers' properties

Administration – miscellaneous overhead and other non-operating costs

Customer Billing – the processes involved in billing and providing other services to customers

The results of the allocation process for the test year are summarized in **Table III-11.**

TABLE III-11

CITY OF CELINA

TEST YEAR WATER COST FUNCTIONALIZATION

SCENARIO:
8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line
2024

Function	Revenue Requirement	Percent
Treatment	$ 5,894,582	33.0%
Distribution	8,073,309	45.2%
Administration	2,799,383	15.7%
Customer	1,111,094	6.2%
Total	**17,878,368**	**100.0%**

Water Utility Cost Classification

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

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

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

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

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

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

The system-wide costs by service characteristic are shown in **Table III-12**. As with cost functionalization, these percentages are not expected to change significantly in the forecast period.

TABLE III-12

CITY OF CELINA

TEST YEAR WATER COST CLASSIFICATION

SCENARIO:

8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

Function	2024 Revenue Requirement	Percent
Base	$ 9,463,430	52.93%
Maximum Day	7,097,572	39.70%
Customer	1,317,366	7.37%
Total	**17,878,368**	**100.0%**

Water Utility Cost Allocation

Allocation of costs by service characteristic to customer classes is based on the proportionate use levels of each characteristic by each class. The total water utility costs by customer class for the test year are summarized in **Table III-13** and for the ten-year forecast period in **Table III-14.**

TABLE III-13

CITY OF CELINA

TEST YEAR WATER COST ALLOCATION

SCENARIO:

8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

Function	2024 Revenue Requirement	Percent
Residential Inside	$ 13,810,829	77.2%
Residential Outside	53,615	0.3%
Commercial Inside	4,013,924	22.5%
Commercial Outside	-	0.0%
Total	**17,878,368**	**100.0%**

TABLE III-14

CITY OF CELINA

FORECAST WATER COST ALLOCATION

SCENARIO: 8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

Year	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Total
2024	$ 13,810,829	$ 53,615	$ 4,013,924	$ -	**$ 17,878,368**
2025	14,617,364	53,696	4,487,683	-	**19,158,743**
2026	17,424,025	53,506	5,652,030	-	**23,129,560**
2027	19,913,291	57,296	6,749,208	-	**26,719,794**
2028	24,505,198	62,849	8,502,204	-	**33,070,250**
2029	29,409,388	62,466	10,372,974	-	**39,844,828**
2030	32,498,305	62,777	11,619,321	-	**44,180,402**
2031	36,810,062	64,581	13,341,661	-	**50,216,304**
2032	40,893,173	64,399	15,001,760	-	**55,959,331**
2033	44,943,259	64,664	16,660,459	-	**61,668,382**

Wastewater Utility Cost Functionalization and Classification

Wastewater system costs are allocated to the following functions:

Treatment -- Volume – the costs associated with treating wastewater volume discharges

Collection – the lines that transport wastewater from customers' properties to the wastewater treatment plant

Administration – miscellaneous overhead and other non-operating costs

Customer Billing – the processes involved in billing and other services to customers

As was the case for the water system, wastewater utility operating budget line-item expenses are allocated individually to functions. The results of the allocation process are presented on **Table III-15**. As with the water utility, these percentages are not forecast to change significantly during the next ten years.

TABLE III-15

CITY OF CELINA

TEST YEAR WASTEWATER COST FUNCTIONALIZATION

SCENARIO:

8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

Function	2024 Revenue Requirement	Percent
Treatment	$ 5,210,588	50.7%
Collection	2,620,339	25.5%
Administration	1,690,102	16.5%
Customer	752,199	7.3%
Total	**10,273,228**	**100.0%**

Wastewater Utility Cost Allocation

Allocation of wastewater utility costs by service characteristic to customer classes is performed in the same manner as described for the water utility. The total wastewater utility costs by customer class for the test year are summarized in **Table III-16** and for the ten-year forecast period in **Table III-17**

TABLE III-16

CITY OF CELINA

TEST YEAR WASTEWATER COST ALLOCATION

SCENARIO:

8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

Function	2024 Revenue Requirement	Percent
Residential Inside	$ 9,001,604	87.6%
Residential Outside	334	0.0%
Commercial Inside	1,269,587	12.4%
Commercial Outside	1,704	0.0%
Total	**10,273,228**	**100.0%**

TABLE III-17

CITY OF CELINA

FORECAST WASTEWATER COST ALLOCATION

SCENARIO:

8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

Year	Residential Inside	Residential Outside	Commercial Inside	Commercial Outside	Total
2024	$ 9,001,604	$ 334	$ 1,269,587	$ 1,704	**$ 10,273,228**
2025	8,869,783	1,001	1,656,045	1,790	**10,528,619**
2026	11,924,478	1,248	2,599,781	2,233	**14,527,740**
2027	16,476,890	1,393	4,072,828	2,487	**20,553,597**
2028	19,946,343	1,446	5,246,798	2,577	**25,197,164**
2029	21,903,625	1,350	6,020,682	2,403	**27,928,060**
2030	24,284,594	1,336	6,967,565	2,376	**31,255,870**
2031	27,981,025	1,580	8,322,939	2,815	**36,308,359**
2032	33,853,551	1,535	10,497,620	2,731	**44,355,436**
2033	35,418,456	1,495	11,243,492	2,655	**46,666,097**

Section IV

SECTION IV

Water and Wastewater Rate Design



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

Water and Wastewater Rate Plan

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

- **The project team recommends no changes to water and wastewater rates for 2025.**
- The project team forecasts that annual rate increases will be required beginning in **January 2026**.
- The rate plan will ensure that water and wastewater rates will cover the cost of service.
- The recommended rate plan will allow capital investment into the system to improve quality of service and provide a well-functioning system for future generations, while continuing to operate on a stand-alone basis and independent of general fund assistance.
- Given the continued residential and Commercial growth in the City and potential for unexpected events, the project team recommends that the City not commit itself to a rate plan beyond one year. Further, the project team recommends that the City review these rates annually, to incorporate any unanticipated changes to costs, volumes or growth assumptions that may occur during that time.

Table IV-3 presents the impact on residential and commercial water and wastewater monthly charges of the rate proposal.

TABLE IV-1

CITY OF CELINA

PROPOSED WATER AND WASTEWATER RATE PLAN

Scenario: 8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

		Current	Proposed	Forecast	Forecast	Forecast
			Jan-25	Jan-26	Jan-27	Jan-28
Water Rates -- Residential						
Minimum Charge -- 1st 2,000 Gal						
3/4"		$ 24.56	$ 24.56	$ 25.54	$ 26.82	$ 28.70
1"		41.30	41.30	42.95	45.10	48.26
1 1/2"		82.61	82.61	85.91	90.21	96.52
2"		132.18	132.18	137.47	144.34	154.44
Volume Rate Per 1,000 Gal						
2,001	10,000	5.37	5.37	5.58	5.86	6.27
10,001	20,000	8.13	8.13	8.46	8.88	9.50
20,001	30,000	9.57	9.57	9.95	10.45	11.18
30,001	Above	13.81	13.81	14.36	15.08	16.14
Commercial Inside						
Minimum Charge -- 1st 2,000 Gal						
3/4"		$ 29.50	$ 29.50	$ 30.68	$ 32.21	$ 34.47
1"		51.63	51.63	53.70	56.38	60.33
1 1/2"		103.27	103.27	107.40	112.77	120.66
2"		165.22	165.22	171.83	180.42	193.05
3"		247.83	247.83	257.74	270.63	289.57
4"		413.05	413.05	429.57	451.05	482.62
Volume Rate Per 1,000 Gal						
2,001	10,000	5.37	5.37	5.58	5.86	6.27
10,001	20,000	8.13	8.13	8.46	8.88	9.50
20,001	30,000	9.57	9.57	9.95	10.45	11.18
30,001	Above	13.81	13.81	14.36	15.08	16.14

TABLE ES-7

CITY OF CELINA

PROPOSED WATER AND WASTEWATER RATE PLAN

Scenario: 8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

		Current	Proposed	Forecast	Forecast	Forecast
			Jan-25	Jan-26	Jan-27	Jan-28
Wastewater Rates - Residential						
3/4"		$ 25.54	$ 25.54	$ 27.07	$ 30.32	$ 34.87
1"		45.90	45.90	48.65	54.49	62.67
1 1/2"		85.66	85.66	90.80	101.70	116.95
2"		146.85	146.85	155.66	174.34	200.49
Volume Rate Per 1,000 Gal						
-	5,000	6.37	6.37	6.75	7.56	8.70
5,001	Maximum	7.88	7.88	8.35	9.36	10.76
Commercial						
Minimum Charge -- 1st 2,000 Gal						
3/4"		$ 30.59	$ 30.59	$ 32.43	$ 36.32	$ 41.76
1"		57.37	57.37	60.81	68.11	78.33
1 1/2"		107.08	107.08	113.50	127.13	146.19
2"		183.56	183.56	194.57	217.92	250.61
4"		458.90	458.90	486.43	544.81	626.53
Volume Rate/1,000 Gal		6.94	6.94	7.36	8.24	9.48

TABLE ES-8

CITY OF CELINA

IMPACT OF RATE PLAN ON MONTHLY CHARGES

		Scenario:	8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line			
		Current	Proposed	Forecast	Forecast	Forecast
			Jan-25	Jan-26	Jan-27	Jan-28
Residential Monthly Charges -- 1"						
5,000 Water	5,000 WW	$ 135.16	$ 135.16	$ 142.12	$ 155.00	$ 173.23
	Increase -- $	-	-	**6.96**	**12.88**	**18.23**
	Increase -- %	0.0%	0.0%	5.2%	9.1%	11.8%
10,000 Water	5,000 WW	162.01	162.01	170.05	184.32	204.60
	Increase -- $	-	-	**8.04**	**14.27**	**20.29**
	Increase -- %	0.0%	0.0%	5.0%	8.4%	11.0%
Commercial Monthly Charges -- 2"						
30,000 Water	30,000 WW	$ 763.06	$ 763.06	$ 801.14	$ 869.24	$ 965.97
	Increase -- $	-	-	**38.08**	**68.10**	**96.74**
		0.0%	0.0%	5.0%	8.5%	11.1%
60,000 Water	60,000 WW	1,385.56	1,385.56	1,452.70	1,568.83	1,734.31
	Increase -- $	-	-	**67.14**	**116.12**	**165.48**
	Increase -- %	0.0%	0.0%	4.8%	8.0%	10.5%

The projected rate revenues developed in this section are forecast to be sufficient to fund all operating and current scheduled capital obligations through FY 2025 if all recommendations are implemented. Rate revenues should be sufficient to fund the water and wastewater full cost of service including all existing and future debt service over the FY 2024 and FY 2025 period. **Chart IV-4** presents the rate model's dashboard charts projecting revenues, net revenues, debt service, and debt service coverage[2] under the proposed rate plan. This highlights the importance of the implementation of each annual rate adjustment and future review of growth, operating, and capital assumptions and actual financial results.

Table IV-5 presents forecast revenues for the rate plan years (FY 2024 and FY 2025) if the two-year rate plan is adopted, as well as a forecast of future revenues for a ten-year period.

[2] Note: The water and wastewater outstanding debt are all CO and GO bonds and, therefore, have no debt service coverage requirements. This chart is presented as one of a several indicators used to demonstrate the utility fund's financial health with implementation of the recommended rate plan.

CHART IV-4

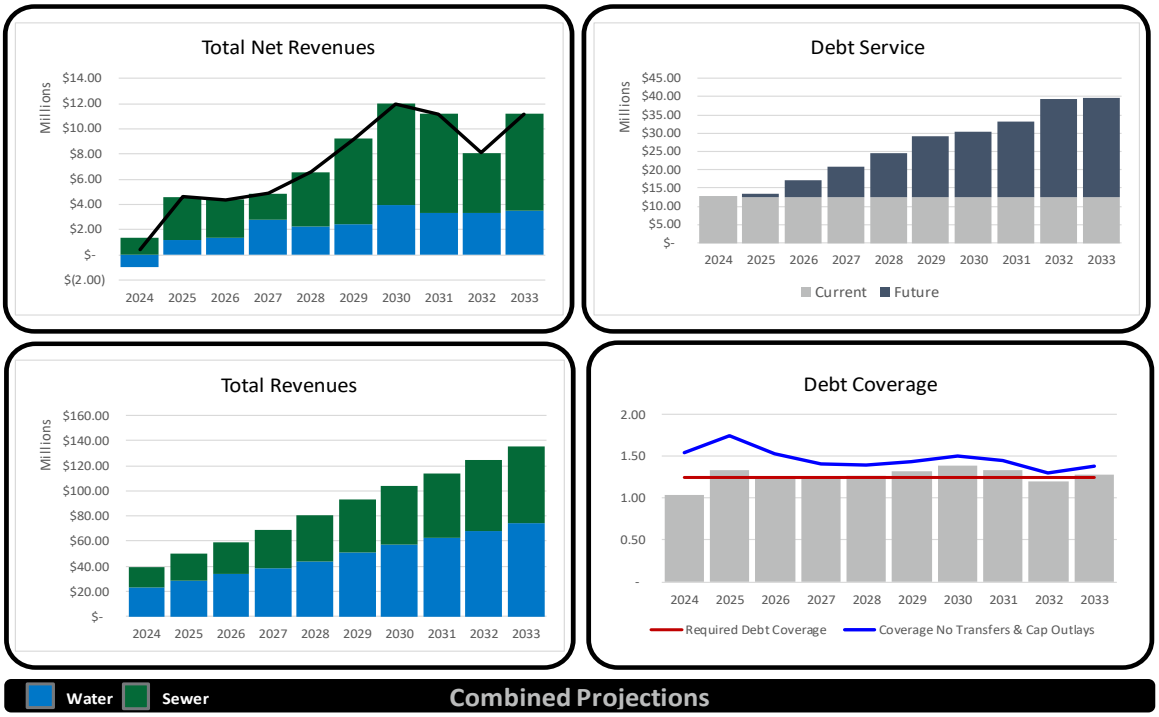


TABLE IV-5

CITY OF CELINA

Forecast Water and Wastewater Revenues

Scenario: 8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

Fiscal Year	Water Revenues	Wastewater Revenues	Future Infrastructure Fund	Connection Fees	Non-Rate Revenues	Total Revenues
2024	$ 16,950,810	$ 11,636,620	$ 2,000,000	$ 5,512,500	$ 3,354,400	$ 39,454,330
2025	20,332,690	13,935,141	6,500,000	5,512,500	3,354,400	49,634,731
2026	24,522,724	17,522,682	8,000,000	5,519,011	3,379,400	58,943,817
2027	29,509,995	22,631,699	8,000,000	5,523,351	3,379,400	69,044,445
2028	35,341,510	29,493,197	8,000,000	5,508,159	2,604,400	80,947,267
2029	42,253,923	34,723,341	8,000,000	5,505,989	2,604,400	93,087,653
2030	48,096,610	39,334,628	8,000,000	5,508,159	2,604,400	103,543,797
2031	53,568,617	44,136,055	8,000,000	5,508,159	2,604,400	113,817,231
2032	59,261,399	49,132,067	8,000,000	5,508,159	2,604,400	124,506,025
2033	65,180,523	54,327,440	8,000,000	5,508,159	2,604,400	135,620,523

Notes on Rate Recommendations

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

- Actual growth in accounts and consumed volumes is less than (or significantly greater than) forecast.
- Capital improvement plan funding costs increase significantly due to the rising cost of materials or other factors.
- An unforeseen event impacts the City, such as an extended recession, natural catastrophe or terrorist attack.
- Significant and long-lasting changes in weather patterns.
- Increases, decreases, or changes in interest rates, coverage requirements, or reserve requirements for long-term debt.
- The City of Celina budget levels or priorities change significantly from those forecast in this study.

It should be noted that none of these events are foreseen by the project team or the City at this time.

If any of these events occur, the City may be compelled to consider further adjustments to its water and wastewater rates.



Appendix A

City of Celina

Ten Year Rate Analysis and Pro Forma

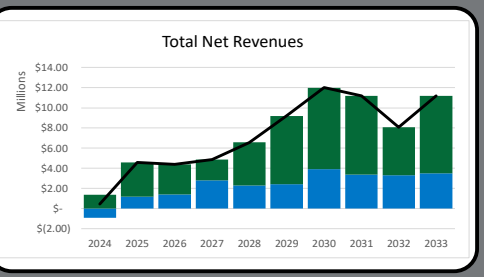
Fiscal Years 2024 - 2033

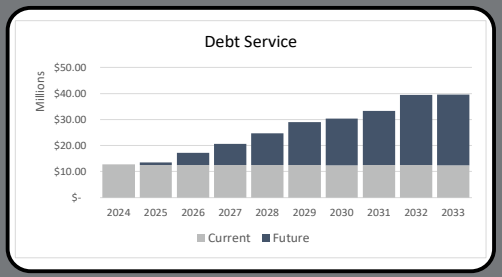
Utility System
Water
Sewer
Combined

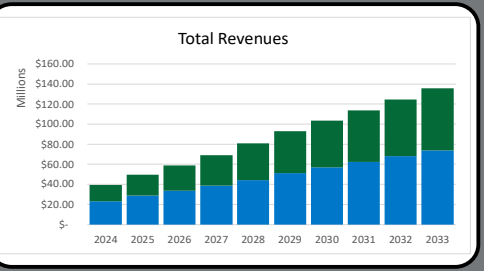
Dashboard
Projections
Bill Comparison
Comparable Utilities

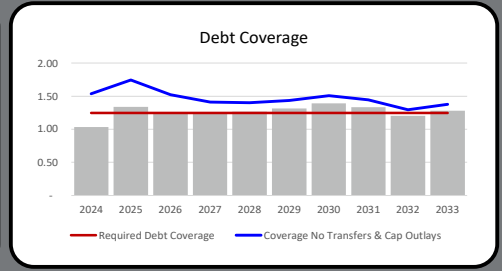
Customer Class
All Classes

Years
10
5









Water Sewer **Combined Projections**

NOTE: Debt Service 2024 - 2031 HARDWI

Future Debt Term: 25

Water Future Bond Issues

	Alternative	Proposed
2024		$ 15,000,000
2025		$ 37,000,000
2026		$ 21,500,000
2027		$ 37,000,000
2028		$ 39,000,000
2029		$ 8,500,000
2030		$ 10,600,000
2031		$ 16,500,000
2032		$ -
2033		$ -

Sewer Future Bond Issues

	Alternative	Proposed
2024		$ 1,000,000
2025		$ 21,000,000
2026		$ 40,000,000
2027		$ 26,000,000
2028		$ 12,765,000
2029		$ 1,000,000
2030		$ 9,400,000
2031		$ 72,000,000
2032		$ -
2033		$ -

NOTE (1): Debt Service 2024 - 2031 HARI
NOTE (2): New UTRWD Debt Issued by C

		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Water Rate Adjustments											
Meter Charge		0.00%	0.00%	4.00%	5.00%	7.00%	8.00%	2.00%	2.00%	2.00%	2.00%
Volume Charge		0.00%	0.00%	4.00%	5.00%	7.00%	8.00%	2.00%	2.00%	2.00%	2.00%
		184	196	192	191	197	215	245	258	253	269
Sewer Rate Adjustments								3	3	3	3
Base Charge		0.00%	0.00%	6.00%	12.00%	15.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Volume Charge	Residential	0.00%	0.00%	6.00%	12.00%	15.00%	2.00%	2.00%	2.00%	2.00%	2.00%
	Non-Residential	0.00%	0.00%	6.00%	12.00%	15.00%	2.00%	2.00%	2.00%	2.00%	2.00%

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan -- Three Year Summary
Scen: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

1 Water Monthly Rates and Charges

CITY Water Rate and Charges

WI1 Residential Inside

Monthly Minimum Charge

		Current	Effective Apr-24	Effective Jan-25	Effective Jan-26	Effective Jan-27
3/4"		$ 24.56	$ 24.56	$ 24.56	$ 25.54	$ 26.82
1"		41.30	41.30	41.30	42.95	45.10
1 1/2"		82.61	82.61	82.61	85.91	90.21
2"		132.18	132.18	132.18	137.47	144.34

Volume Rate/1,000 Gal

2,001	10,000	5.37	5.37	5.37	5.58	5.86
10,001	20,000	8.13	8.13	8.13	8.46	8.88
20,001	30,000	9.57	9.57	9.57	9.95	10.45
30,001	Above	13.81	13.81	13.81	14.36	15.08

WO1 Residential Outside

Monthly Minimum Charge

3/4"		36.84	36.84	36.84	38.31	40.23
1"		61.95	61.95	61.95	64.43	67.65
1 1/2"		123.92	123.92	123.92	128.87	135.32
2"		198.27	198.27	198.27	206.20	216.51

Volume Rate/1,000 Gal

2,001	10,000	8.05	8.06	8.06	8.38	8.80
10,001	20,000	12.19	12.20	12.20	12.68	13.32
20,001	30,000	14.35	14.36	14.36	14.93	15.68
30,001	Above	20.72	20.72	20.72	21.54	22.62

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan -- Three Year Summary
Scen: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

			Current	Effective Apr-24	Effective Jan-25	Effective Jan-26	Effective Jan-27
WI2	**Commercial Inside**						
	Monthly Minimum Charge						
		3/4"	29.50	29.50	29.50	30.68	32.21
		1"	51.63	51.63	51.63	53.70	56.38
		1 1/2"	103.27	103.27	103.27	107.40	112.77
		2"	165.22	165.22	165.22	171.83	180.42
		3"	247.83	247.83	247.83	257.74	270.63
		4"	413.05	413.05	413.05	429.57	451.05
	Volume Rate/1,000 Gal						
	2,001	10,000	5.37	5.37	5.37	5.58	5.86
	10,001	20,000	8.13	8.13	8.13	8.46	8.88
	20,001	30,000	9.57	9.57	9.57	9.95	10.45
	30,001	Above	13.81	13.81	13.81	14.36	15.08
WO2	**Commercial Outside**						
	Monthly Minimum Charge						
		3/4"	44.26	44.25	44.25	46.02	48.32
		1"	77.45	77.45	77.45	80.54	84.57
		1 1/2"	154.90	154.91	154.91	161.10	169.16
		2"	247.84	247.83	247.83	257.74	270.63
		3"	371.74	371.75	371.75	386.61	405.95
		4"	619.58	619.58	619.58	644.36	676.58
	Volume Rate/1,000 Gal						
	2,001	10,000	8.05	8.06	8.06	8.38	8.80
	10,001	20,000	12.19	12.20	12.20	12.68	13.32
	20,001	30,000	14.35	14.36	14.36	14.93	15.68
	30,001	Above	20.72	20.72	20.72	21.54	22.62

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan -- Three Year Summary
Scen: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

			Current	Effective Apr-24	Effective Jan-25	Effective Jan-26	Effective Jan-27
2	**Wastewater Monthly Rates and Charges**						
WWI1	**Residential Inside**						
	Monthly Minimum Charge						
		3/4"	$ 25.54	$ 25.54	$ 25.54	$ 27.07	$ 30.32
		1"	45.90	45.90	45.90	48.65	54.49
		1 1/2"	85.66	85.66	85.66	90.80	101.70
		2"	146.85	146.85	146.85	155.66	174.34
	Volume Rate/1,000 Gal						
	Minimum	5,000	6.37	6.37	6.37	6.75	7.56
	5,001	Above	7.88	7.88	7.88	8.35	9.36
	Gallon Allowance		2,000	2,000	1,000	-	-
WWO1	**Residential Outside**						
	Monthly Minimum Charge						
		3/4"	38.32	38.31	38.31	40.61	45.48
		1"	68.84	68.85	68.85	72.98	81.74
		1 1/2"	128.49	128.49	128.49	136.20	152.54
		2"	220.27	220.28	220.28	233.49	261.51
	Volume Rate/1,000 Gal						
	-	5,000	9.55	9.56	9.56	10.13	11.34
	5,001	Above	11.82	11.82	11.82	12.53	14.03
	Gallon Allowance		2,000	2,000	1,000	-	-
WWI2	**Commercial Inside**						
	Monthly Minimum Charge						
		3/4"	30.59	30.59	30.59	32.43	36.32
		1"	57.37	57.37	57.37	60.81	68.11
		1 1/2"	107.08	107.08	107.08	113.50	127.13
		2"	183.56	183.56	183.56	194.57	217.92
		4"	458.90	458.90	458.90	486.43	544.81
	Volume Rate/1,000 Gal						
	2,001	Above	6.94	6.94	6.94	7.36	8.24
WWO2	**Commercial Outside**						
	Monthly Minimum Charge						
		3/4"	45.89	45.89	45.89	48.64	54.47
		1"	86.06	86.06	86.06	91.22	102.16
		1 1/2"	160.63	160.62	160.62	170.26	190.69
		2"	275.34	275.34	275.34	291.86	326.88
		4"	688.36	688.35	688.35	729.65	817.21
	Volume Rate/1,000 Gal						
	2,001	Above	10.41	10.41	10.41	11.03	12.36

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan -- Three Year Summary
Scen: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

		Current	Effective Apr-24	Effective Jan-25	Effective Jan-26	Effective Jan-27
3	**Residential Monthly Charges -- WATER**					
	5,000 Gallons -- 1" Meter					
	Total	$ 57.41	$ 57.41	$ 57.41	$ 59.71	$ 62.69
	Dollar Inc		-	-	2.30	2.99
	Percent Inc		0.0%	0.0%	4.0%	5.0%
	10,000 Gallons -- 1" Meter					
	Total	84.26	84.26	84.26	87.63	92.01
	Dollar Inc		-	-	3.37	4.38
	Percent Inc		0.0%	0.0%	4.0%	5.0%
	20,000 Gallons -- 1" Meter					
	Total	165.56	165.56	165.56	172.18	180.79
	Dollar Inc		-	-	6.62	8.61
	Percent Inc		0.0%	0.0%	4.0%	5.0%
	30,000 Gallons -- 1" Meter					
	Total	261.26	261.26	261.26	271.71	285.30
	Dollar Inc		-	-	10.45	13.59
	Percent Inc		0.0%	0.0%	4.0%	5.0%

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan -- Three Year Summary
Scen: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

		Current	Effective Apr-24	Effective Jan-25	Effective Jan-26	Effective Jan-27
3	**Residential Outside Monthly Charges -- WATER**					
	5,000 Gallons -- 1" Meter					
	Total	$ 86.10	$ 86.12	$ 86.12	$ 89.56	$ 94.04
	Dollar Inc		0.02	-	3.44	4.48
	Percent Inc		0.0%	0.0%	4.0%	5.0%
				50.0%	50.0%	50.0%
	10,000 Gallons -- 1" Meter					
	Total	126.35	126.39	126.39	131.45	138.02
	Dollar Inc		0.04	-	5.06	6.57
	Percent Inc		0.0%	0.0%	4.0%	5.0%
				50.0%	50.0%	50.0%
	20,000 Gallons -- 1" Meter					
	Total	248.25	248.34	248.34	258.27	271.19
	Dollar Inc		0.09	-	9.93	12.91
	Percent Inc		0.0%	0.0%	4.0%	5.0%
				50.0%	50.0%	50.0%
4	**Commercial Monthly Charges -- WATER**					
	30,000 Gallons -- 1 1/2" Meter					
	Total	323.23	323.23	323.23	336.16	352.97
	Dollar Inc		-	-	12.93	16.81
	Percent Inc		0.0%	0.0%	4.0%	5.0%
	60,000 Gallons -- 1 1/2" Meter					
	Total	737.53	737.53	737.53	767.03	805.38
	Dollar Inc		-	-	29.50	38.35
	Percent Inc		0.0%	0.0%	4.0%	5.0%

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan -- Three Year Summary
Scen: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

			Current	Effective Apr-24	Effective Jan-25	Effective Jan-26	Effective Jan-27
5	**Residential Monthly Charges -- WASTEWATER**						
	5,000 Gallons -- 1" Meter						
	Total		$ 77.75	$ 77.75	$ 77.75	$ 82.42	$ 92.30
	Dollar Inc			-	-	4.67	9.89
	Percent Inc			0.0%	0.0%	6.0%	12.0%
	10,000 Gallons -- 1" Meter						
	Total		117.15	117.15	117.15	124.18	139.08
	Dollar Inc			-	-	7.03	14.90
	Percent Inc			0.0%	0.0%	6.0%	12.0%
	15,000 Gallons -- 1" Meter						
	Total		148.67	148.67	148.67	157.59	176.50
	Dollar Inc			-	-	8.92	18.91
	Percent Inc			0.0%	0.0%	6.0%	12.0%
	20,000 Gallons -- 1" Meter						
	Total		148.67	148.67	148.67	157.59	176.50
	Dollar Inc			-	-	8.92	18.91
	Percent Inc			0.0%	0.0%	6.0%	12.0%
6	**Commercial Monthly Charges -- WASTEWATER**						
	30,000 Gallons -- 1 1/2" Meter						
	Total	1 1/2"	$ 301.40	$ 301.40	$ 308.34	$ 334.20	$ 374.30
	Dollar Inc			-	6.94	25.86	40.10
	Percent Inc			0.0%	2.3%	8.4%	12.0%
	60,000 Gallons -- 1 1/2" Meter						
	Total	1 1/2"	613.70	613.70	620.64	665.23	745.06
	Dollar Inc			-	6.94	44.59	79.83
	Percent Inc			0.0%	1.1%	7.2%	12.0%

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan -- Three Year Summary
Scen: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

		Current	Effective Apr-24	Effective Jan-25	Effective Jan-26	Effective Jan-27
5	**Residential Monthly Charges -- WATER AND WASTEWATER**					
	5,000 Gallons Water, 5,000 Gallons WW -- 1" Meter					
	Total	$ 135.16	$ 135.16	$ 135.16	$ 142.12	$ 155.00
	Dollar Inc		-	-	6.96	12.88
	Percent Inc		0.0%	0.0%	5.2%	9.1%
	10,000 Gallons Water, 10,000 Gallons WW -- 1" Meter					
	Total	201.41	201.41	201.41	211.81	231.09
	Dollar Inc		-	-	10.40	19.28
	Percent Inc		0.0%	0.0%	5.2%	9.1%
	20,000 Gallons Water, 14,000 Gallons WW -- 1" Meter					
	Total	314.23	314.23	314.23	329.77	357.29
	Dollar Inc		-	-	15.54	27.52
	Percent Inc		0.0%	0.0%	4.9%	8.3%
	30,000 Gallons Water, 14,000 Gallons WW -- 1" Meter					
	Total	409.93	409.93	409.93	429.30	461.80
	Dollar Inc		-	-	19.37	32.50
	Percent Inc		0.0%	0.0%	4.7%	7.6%
6	**Commercial Monthly Charges -- WATER AND WASTEWATER**					
	30,000 Gallons Water, 30,000 Gallons WW -- 1 1/2" Meter					
	Total -	$ 624.63	$ 624.63	$ 631.57	$ 670.36	$ 727.27
	Dollar Inc		-	6.94	38.79	56.91
	Percent Inc		0.0%	1.1%	6.1%	8.5%
	60,000 Gallons Water, 60,000 Gallons WW -- 1 1/2" Meter					
	Total -	1,351.23	1,351.23	1,358.17	1,432.27	1,550.45
	Dollar Inc		-	6.94	74.10	118.18
	Percent Inc		0.0%	0.5%	5.5%	8.3%

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

		Proposed City Budget 2024	Proforma Test Year 2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Working Capital, Beginning of Year		18,885,751	18,885,751	19,321,584	23,902,053	28,290,159	33,158,461	39,725,754	48,930,130	60,925,096	72,105,105	80,183,802
Revenues												
Water Sales		17,268,000	16,950,810	20,332,690	24,522,724	29,509,995	35,341,510	42,253,923	48,096,610	53,568,617	59,261,399	65,180,523
Wastewater Sales		10,200,000	11,636,620	13,935,141	17,522,682	22,631,699	29,493,197	34,723,341	39,334,628	44,136,055	49,132,067	54,327,440
Water/Wastewater Connection Fees		5,512,500	5,512,500	5,512,500	5,519,011	5,523,351	5,508,159	5,505,989	5,508,159	5,508,159	5,508,159	5,508,159
Meter Revenue		700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000
Developer Revenue		750,000	750,000	750,000	775,000	775,000	-	-	-	-	-	-
Fines & Fees		144,400	144,400	144,400	144,400	144,400	144,400	144,400	144,400	144,400	144,400	144,400
Miscellaneous Revenue		60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Interest Income		1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000
Other - Intergovernmental/Grant		400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
Total Revenues		36,334,900	37,454,330	43,134,731	50,943,817	61,044,445	72,947,267	85,087,653	95,543,797	105,817,231	116,506,025	127,620,523
Expenditures												
Water Department	2	13,262,118	12,637,982	15,612,606	18,466,184	21,609,329	24,963,871	28,395,693	32,052,866	36,276,191	40,685,883	45,492,435
Wastewater Department	3	4,321,187	4,945,323	6,130,863	7,666,301	9,629,362	11,267,810	13,012,033	14,898,179	17,741,436	20,010,881	22,439,297
Utility Billing		1,014,614	1,014,614	1,349,550	1,700,520	1,757,048	2,135,534	2,205,677	2,362,577	2,787,162	2,877,812	2,971,534
Fleet		-	-	-	-	-	-	-	-	-	-	-
Debt Service - City Issued	4	12,994,746	12,819,947	13,564,622	17,219,978	20,725,875	24,667,976	29,026,675	30,442,857	33,268,388	39,469,250	39,549,219
Debt Service - UTRWD		1,779,835	1,779,836	3,498,899	5,506,436	7,375,147	8,681,021	8,499,523	8,966,368	9,653,280	10,385,413	10,906,523
Total Expenditures		33,372,500	33,197,702	40,156,539	50,559,418	61,096,760	71,716,211	81,139,601	88,722,845	99,726,457	113,429,238	121,359,007
Total available resources less expenditures		21,848,151	23,142,379	22,299,775	24,286,452	28,237,843	34,389,517	43,673,806	55,751,082	67,015,871	75,181,891	86,445,318
Other Financing Sources (Uses)												
Transfers Out		5,820,795	5,820,795	4,897,723	3,996,293	3,079,383	2,663,763	2,743,676	2,825,986	2,910,766	2,998,089	3,088,032
Transfers In (Infrastructure Fund)	1	-	2,000,000	6,500,000	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000
Total other financing sources (uses)		(5,820,795)	(3,820,795)	1,602,277	4,003,707	4,920,617	5,336,237	5,256,324	5,174,014	5,089,234	5,001,911	4,911,968
Working Capital, End of Year		16,027,356	19,321,584	23,902,053	28,290,159	33,158,461	39,725,754	48,930,130	60,925,096	72,105,105	80,183,802	91,357,286
Ending Balance Target = 40% of Expenses		48%	58%	60%	56%	54%	55%	60%	69%	72%	71%	75%
			TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE

Footnotes:
1 Transfers In from Infrastructure Fund used to pay IF Debt Service annually
2 Difference from budget = 48% allocation of meter expense ($624k) to WW
3 Difference from budget = 48% allocation of meter expense ($624k) from Water
4 Rate Model does not include $175k of debt paid by PID, per Karla

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Revenue and Expense Summary
Scen: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

		Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
1	**TOTAL Revenues and Expenses -- CASH BASIS**											
	Beginning Fund Balance		$ 18,885,751	$ 19,321,584	$ 23,902,053	$ 28,290,159	$ 33,158,461	$ 39,725,754	$ 48,930,130	$ 60,925,096	$ 72,105,105	$ 80,183,802
1.1	**Rate Revenues**											
	Water Rate Revenue											
WI1	Residential Inside		12,062,051	14,251,502	16,934,182	20,102,207	23,928,885	28,498,095	32,275,677	35,781,622	39,414,895	43,179,187
WI2	Commercial Inside		4,831,245	6,023,666	7,529,295	9,345,722	11,346,514	13,684,585	15,747,257	17,711,844	19,769,850	21,923,150
WO1	Residential Outside		57,514	57,522	59,247	62,066	66,112	71,243	73,676	75,150	76,653	78,186
WO2	Commercial Outside		-	-	-	-	-	-	-	-	-	-
	Total		16,950,810	20,332,690	24,522,724	29,509,995	35,341,510	42,253,923	48,096,610	53,568,617	59,261,399	65,180,523
	Wastewater Rate Revenue											
WWI1	Residential Inside		10,430,390	12,183,820	14,962,898	19,010,149	24,550,349	28,716,797	32,308,536	36,032,459	39,892,415	43,892,356
WWI2	Commercial Inside		1,203,597	1,748,085	2,556,403	3,617,812	4,938,575	6,002,061	7,021,519	8,098,932	9,234,894	10,430,231
WWO1	Residential Outside		687	1,291	1,349	1,491	1,705	1,789	1,825	1,861	1,898	1,936
WWO2	Commercial Outside		1,945	1,945	2,032	2,247	2,568	2,695	2,749	2,803	2,860	2,917
	Total		11,636,620	13,935,141	17,522,682	22,631,699	29,493,197	34,723,341	39,334,628	44,136,055	49,132,067	54,327,440
	Future Infrastructure Fund Contribution		2,000,000	6,500,000	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000
	Connection Fees		5,512,500	5,512,500	5,519,011	5,523,351	5,508,159	5,505,989	5,508,159	5,508,159	5,508,159	5,508,159
	Non-Rate Revenues		3,354,400	3,354,400	3,379,400	3,379,400	2,604,400	2,604,400	2,604,400	2,604,400	2,604,400	2,604,400
	Total Revenues		**39,454,330**	**49,634,731**	**58,943,817**	**69,044,445**	**80,947,267**	**93,087,653**	**103,543,797**	**113,817,231**	**124,506,025**	**135,620,523**
	Cost of Service											
	Cost Center Code											
24	Utility Billing		1,014,614	1,349,550	1,700,520	1,757,048	2,135,534	2,205,677	2,362,577	2,787,162	2,877,812	2,971,534
21	Water Operations		4,954,718	5,581,553	6,255,205	6,959,169	7,706,347	8,502,912	9,250,284	10,158,878	11,130,691	12,170,504
22	Sewer Operations		2,100,887	2,614,845	3,256,399	4,302,926	4,973,413	5,676,910	6,420,252	8,023,516	8,949,253	9,923,263
UTRWD-W	Upper Trinity Regional Water District- Water		7,936,200	10,419,162	12,742,487	15,329,211	18,091,393	20,889,372	23,970,264	27,464,782	31,091,531	35,056,620
UTRWD-S	Upper Trinity Regional Water District- Sewer		3,716,236	5,971,708	8,729,729	11,367,431	13,486,450	14,182,955	15,621,512	17,368,631	19,255,601	21,032,768
	Total		19,722,655	25,936,818	32,684,341	39,715,785	46,393,135	51,457,825	57,624,889	65,802,969	73,304,888	81,154,688

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Revenue and Expense Summary
Scen: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

		Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
	Budget Code											
1	Personnel Svcs		3,713,100	4,589,830	5,509,635	6,478,198	7,493,246	8,232,118	8,986,025	10,145,134	11,006,958	11,910,109
2	Contractual		1,049,170	1,092,986	1,146,332	1,201,781	1,249,814	1,299,487	1,351,268	1,478,204	1,543,163	1,610,754
3	Materials & Supplies		1,961,906	2,321,266	2,727,723	3,157,982	3,591,033	4,047,243	4,529,952	5,183,935	5,739,799	6,326,401
4	Operations		718,305	885,071	1,140,655	1,462,894	1,731,029	2,023,099	2,347,295	3,306,992	3,774,045	4,283,867
5	Utilities		597,345	625,338	655,222	684,753	715,630	747,975	781,930	817,547	854,916	894,128
6	Administration		30,393	31,457	32,558	33,534	34,541	35,577	36,644	37,743	38,876	40,042
UTRWD-W	Upper Trinity Regional Water District- Water		7,936,200	10,419,162	12,742,487	15,329,211	18,091,393	20,889,372	23,970,264	27,464,782	31,091,531	35,056,620
UTRWD-W	Upper Trinity Regional Water District- Sewer		3,716,236	5,971,708	8,729,729	11,367,431	13,486,450	14,182,955	15,621,512	17,368,631	19,255,601	21,032,768
	Total		19,722,655	25,936,818	32,684,341	39,715,785	46,393,135	51,457,825	57,624,889	65,802,969	73,304,888	81,154,688
1.2	**Total Operating Expenses**		**19,722,655**	**25,936,818**	**32,684,341**	**39,715,785**	**46,393,135**	**51,457,825**	**57,624,889**	**65,802,969**	**73,304,888**	**81,154,688**
1.3	**Capital Outlays**		**655,100**	**655,100**	**655,100**	**655,100**	**655,100**	**655,100**	**655,100**	**655,100**	**655,100**	**655,100**
1.4	**Transfers**		**5,820,795**	**4,897,723**	**3,996,293**	**3,079,383**	**2,663,763**	**2,743,676**	**2,825,986**	**2,910,766**	**2,998,089**	**3,088,032**
1.5	**Net Revenues for Debt Service and Coverage**		**13,255,780**	**18,145,090**	**21,608,084**	**25,594,177**	**31,235,268**	**38,231,052**	**42,437,822**	**44,448,396**	**47,547,948**	**50,722,703**
	Debt Service											
	Debt Service -- Current		12,819,947	12,499,200	12,511,187	12,502,500	12,502,088	12,497,219	12,471,469	12,477,625	12,482,775	12,438,669
	Debt Service -- Future		-	1,065,422	4,708,791	8,223,375	12,165,888	16,529,456	17,971,388	20,790,763	26,986,475	27,110,550
1.6	**Total Debt Service**		**12,819,947**	**13,564,622**	**17,219,978**	**20,725,875**	**24,667,976**	**29,026,675**	**30,442,857**	**33,268,388**	**39,469,250**	**39,549,219**
1.7	**Total Cost of Service**		**39,018,497**	**45,054,262**	**54,555,711**	**64,176,142**	**74,379,974**	**83,883,277**	**91,548,832**	**102,637,222**	**116,427,327**	**124,447,039**
1.8	**Net Revenues for Contingency and Coverage**		**435,833**	**4,580,469**	**4,388,106**	**4,868,302**	**6,567,293**	**9,204,377**	**11,994,966**	**11,180,009**	**8,078,698**	**11,173,484**
	Percent of COS		1.1%	9.2%	7.4%	7.1%	8.1%	9.9%	11.6%	9.8%	6.5%	8.2%
	Ending Fund Balance		**19,321,584**	**23,902,053**	**28,290,159**	**33,158,461**	**39,725,754**	**48,930,130**	**60,925,096**	**72,105,105**	**80,183,802**	**91,357,286**
	Revenue Adequacy Tests											
	Total Operating + Debt Service + Transfers		38,363,397	44,399,162	53,900,611	63,521,042	73,724,874	83,228,177	90,893,732	101,982,122	115,772,227	123,791,939
	Expenses Per Day		105,105	121,642	147,673	174,030	201,986	228,022	249,024	279,403	317,184	339,156
	Days of Operating Expenses		**184**	**196**	**192**	**191**	**197**	**215**	**245**	**258**	**253**	**269**
	Debt Coverage											
	Excluding CO/Transfers		**1.54**	**1.75**	**1.52**	**1.42**	**1.40**	**1.43**	**1.51**	**1.44**	**1.30**	**1.38**
	All-Inclusive		**1.03**	**1.34**	**1.25**	**1.23**	**1.27**	**1.32**	**1.39**	**1.34**	**1.20**	**1.28**

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Revenue and Expense Summary
Scen: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

		Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
2	**WATER Revenues and Expenses -- CASH BASIS**											
2.1	**Water Revenues**											
	Water Rate Revenue											
WI1	Residential Inside		$ 12,062,051	$ 14,251,502	$ 16,934,182	$ 20,102,207	$ 23,928,885	$ 28,498,095	$ 32,275,677	$ 35,781,622	$ 39,414,895	$ 43,179,187
WO1	Residential Outside		57,514	57,522	59,247	62,066	66,112	71,243	73,676	75,150	76,653	78,186
WI2	Commercial Inside		4,831,245	6,023,666	7,529,295	9,345,722	11,346,514	13,684,585	15,747,257	17,711,844	19,769,850	21,923,150
WO2	Commercial Outside		-	-	-	-	-	-	-	-	-	-
	Sub-Total		16,950,810	20,332,690	24,522,724	29,509,995	35,341,510	42,253,923	48,096,610	53,568,617	59,261,399	65,180,523
	Future Infrastructure Fund Contribution		1,000,000	3,250,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
	Connection Fees		3,262,500	3,262,500	3,266,353	3,268,922	3,259,931	3,258,647	3,259,931	3,259,931	3,259,931	3,259,931
	Non-Rate Revenues		1,959,348	1,959,348	1,971,848	1,971,848	1,584,348	1,584,348	1,584,348	1,584,348	1,584,348	1,584,348
	Total Revenues		**23,172,658**	**28,804,538**	**33,760,926**	**38,750,765**	**44,185,789**	**51,096,918**	**56,940,889**	**62,412,896**	**68,105,678**	**74,024,802**
	Water Cost of Service											
	Cost Center Code											
24	Utility Billing		546,443	726,830	915,853	946,297	1,150,139	1,187,917	1,272,418	1,501,088	1,549,910	1,600,386
21	Water Operations		4,330,582	4,822,244	5,352,497	5,908,918	6,501,278	7,135,121	7,711,402	8,440,208	9,223,152	10,064,615
22	Sewer Operations		-	-	-	-	-	-	-	-	-	-
UTRWD-W	Upper Trinity Regional Water District- Water		7,936,200	10,419,162	12,742,487	15,329,211	18,091,393	20,889,372	23,970,264	27,464,782	31,091,531	35,056,620
UTRWD-S	Upper Trinity Regional Water District- Sewer		-	-	-	-	-	-	-	-	-	-
	Total		12,813,225	15,968,236	19,010,837	22,184,426	25,742,810	29,212,410	32,954,084	37,406,079	41,864,593	46,721,621

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Revenue and Expense Summary
Scen: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

		Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
	Budget Code											
1	Personnel Svcs		2,296,891	2,618,379	2,955,214	3,140,647	3,506,761	3,714,389	3,871,249	4,282,817	4,522,979	4,773,576
2	Contractual		590,598	614,969	640,375	663,649	687,599	712,341	738,006	764,576	792,082	820,554
3	Materials & Supplies		1,157,309	1,349,246	1,553,929	1,764,403	1,986,538	2,221,517	2,470,354	2,733,761	3,012,615	3,307,846
4	Operations		468,024	587,510	724,478	877,363	1,045,974	1,234,236	1,447,003	1,685,609	1,952,828	2,251,710
5	Utilities		364,203	378,969	394,354	409,153	424,545	440,555	457,208	474,533	492,558	511,314
6	Administration		-	-	-	-	-	-	-	-	-	-
UTRWD-W	Upper Trinity Regional Water District- Water		7,936,200	10,419,162	12,742,487	15,329,211	18,091,393	20,889,372	23,970,264	27,464,782	31,091,531	35,056,620
UTRWD-S	Upper Trinity Regional Water District- Sewer		-	-	-	-	-	-	-	-	-	-
	Total		12,813,225	15,968,236	19,010,837	22,184,426	25,742,810	29,212,410	32,954,084	37,406,079	41,864,593	46,721,621
2.2	**Total Operating Expenses**		**12,813,225**	**15,968,236**	**19,010,837**	**22,184,426**	**25,742,810**	**29,212,410**	**32,954,084**	**37,406,079**	**41,864,593**	**46,721,621**
2.3	**Capital Outlays**		**371,200**	**371,200**	**371,200**	**371,200**	**371,200**	**371,200**	**371,200**	**371,200**	**371,200**	**371,200**
2.4	**Transfers**		**3,487,844**	**2,901,545**	**2,328,643**	**1,746,709**	**1,479,751**	**1,524,144**	**1,569,868**	**1,616,964**	**1,665,473**	**1,715,437**
2.5	**Net Revenues for Debt Service and Coverage**		**6,500,390**	**9,563,557**	**12,050,246**	**14,448,430**	**16,592,028**	**19,989,165**	**22,045,737**	**23,018,653**	**24,204,412**	**25,216,545**
	Debt Service											
	Debt Service -- Current		7,427,948	7,390,777	7,397,865	7,392,728	7,392,485	7,389,606	7,374,380	7,378,020	7,381,065	7,354,985
	Debt Service -- Future		-	998,833	3,259,218	4,265,501	6,928,284	10,190,464	10,755,150	12,288,321	13,521,280	14,349,419
2.6	**Total Debt Service**		**7,427,948**	**8,389,610**	**10,657,082**	**11,658,230**	**14,320,769**	**17,580,070**	**18,129,529**	**19,666,340**	**20,902,345**	**21,704,404**
2.7	**Total Cost of Service**		**24,100,216**	**27,630,591**	**32,367,762**	**35,960,565**	**41,914,530**	**48,687,823**	**53,024,681**	**59,060,583**	**64,803,611**	**70,512,662**
2.8	**Net Revenues for Contingency and Coverage**		**(927,558)**	**1,173,947**	**1,393,164**	**2,790,200**	**2,271,260**	**2,409,095**	**3,916,208**	**3,352,313**	**3,302,067**	**3,512,141**
	Percent of COS		-4.0%	4.1%	4.1%	7.2%	5.1%	4.7%	6.9%	5.4%	4.8%	4.7%
	Debt Coverage											
	Excluding CO/Transfers		**1.39**	**1.53**	**1.38**	**1.42**	**1.29**	**1.24**	**1.32**	**1.27**	**1.26**	**1.26**
	All-Inclusive		**0.88**	**1.14**	**1.13**	**1.24**	**1.16**	**1.14**	**1.22**	**1.17**	**1.16**	**1.16**

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Revenue and Expense Summary
Scen: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

		Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
3	**WASTEWATER Revenues and Expenses -- CASH BASIS**											
3.1	**Wastewater Revenues**											
	Wastewater Rate Revenue											
WWI1	Residential Inside		$ 10,430,390	$ 12,183,820	$ 14,962,898	$ 19,010,149	$ 24,550,349	$ 28,716,797	$ 32,308,536	$ 36,032,459	$ 39,892,415	$ 43,892,356
WWO1	Residential Outside		687	1,291	1,349	1,491	1,705	1,789	1,825	1,861	1,898	1,936
WWI2	Commercial Inside		1,203,597	1,748,085	2,556,403	3,617,812	4,938,575	6,002,061	7,021,519	8,098,932	9,234,894	10,430,231
WWO2	Commercial Outside		1,945	1,945	2,032	2,247	2,568	2,695	2,749	2,803	2,860	2,917
			11,636,620	13,935,141	17,522,682	22,631,699	29,493,197	34,723,341	39,334,628	44,136,055	49,132,067	54,327,440
	Future Infrastructure Fund Contribution		1,000,000	3,250,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
	Connection Fees		2,250,000	2,250,000	2,252,657	2,254,429	2,248,228	2,247,343	2,248,228	2,248,228	2,248,228	2,248,228
	Non-Rate Revenues		1,395,052	1,395,052	1,407,552	1,407,552	1,020,052	1,020,052	1,020,052	1,020,052	1,020,052	1,020,052
	Total Revenues		**16,281,671**	**20,830,192**	**25,182,892**	**30,293,679**	**36,761,477**	**41,990,735**	**46,602,909**	**51,404,335**	**56,400,347**	**61,595,720**
	Wastewater Cost of Service											
	Cost Center Code											
24	Utility Billing		468,171	622,720	784,667	810,751	985,394	1,017,761	1,090,158	1,286,074	1,327,902	1,371,148
21	Water Operations		624,136	759,310	902,708	1,050,251	1,205,068	1,367,791	1,538,883	1,718,670	1,907,539	2,105,889
22	Sewer Operations		2,100,887	2,614,845	3,256,399	4,302,926	4,973,413	5,676,910	6,420,252	8,023,516	8,949,253	9,923,263
UTRWD-W	Upper Trinity Regional Water District- Water		-	-	-	-	-	-	-	-	-	-
UTRWD-S	Upper Trinity Regional Water District- Sewer		3,716,236	5,971,708	8,729,729	11,367,431	13,486,450	14,182,955	15,621,512	17,368,631	19,255,601	21,032,768
	Total		6,909,430	9,968,582	13,673,504	17,531,359	20,650,325	22,245,416	24,670,805	28,396,890	31,440,296	34,433,068

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Revenue and Expense Summary
Scen: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

		Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
	Budget Code											
1	Personnel Svcs		1,416,209	1,971,450	2,554,420	3,337,551	3,986,485	4,517,729	5,114,776	5,862,317	6,483,980	7,136,533
2	Contractual		458,572	478,017	505,957	538,132	562,215	587,146	613,262	713,628	751,081	790,200
3	Materials & Supplies		804,597	972,020	1,173,794	1,393,579	1,604,495	1,825,726	2,059,598	2,450,174	2,727,183	3,018,554
4	Operations		250,281	297,562	416,177	585,531	685,055	788,863	900,292	1,621,383	1,821,218	2,032,156
5	Utilities		233,142	246,368	260,868	275,600	291,085	307,420	324,721	343,014	362,357	382,815
6	Administration		30,393	31,457	32,558	33,534	34,541	35,577	36,644	37,743	38,876	40,042
UTRWD-W	Upper Trinity Regional Water District- Water		-	-	-	-	-	-	-	-	-	-
UTRWD-S	Upper Trinity Regional Water District- Sewer		3,716,236	5,971,708	8,729,729	11,367,431	13,486,450	14,182,955	15,621,512	17,368,631	19,255,601	21,032,768
0	#N/A		-	-	-	-	-	-	-	-	-	-
	Total		6,909,430	9,968,582	13,673,504	17,531,359	20,650,325	22,245,416	24,670,805	28,396,890	31,440,296	34,433,068
3.2	**Total Operating Expenses**		**6,909,430**	**9,968,582**	**13,673,504**	**17,531,359**	**20,650,325**	**22,245,416**	**24,670,805**	**28,396,890**	**31,440,296**	**34,433,068**
3.3	**Capital Outlays**		**283,900**	**283,900**	**283,900**	**283,900**	**283,900**	**283,900**	**283,900**	**283,900**	**283,900**	**283,900**
3.4	**Transfers**		**2,332,951**	**1,996,178**	**1,667,650**	**1,332,674**	**1,184,012**	**1,219,532**	**1,256,118**	**1,293,802**	**1,332,616**	**1,372,595**
3.5	**Net Revenues for Debt Service and Coverage**		**6,755,390**	**8,581,533**	**9,557,837**	**11,145,747**	**14,643,240**	**18,241,887**	**20,392,085**	**21,429,743**	**23,343,535**	**25,506,158**
	Debt Service											
	Debt Service -- Current		5,391,999	5,108,423	5,113,322	5,109,772	5,109,603	5,107,613	5,097,089	5,099,605	5,101,710	5,083,684
	Debt Service -- Future		-	66,589	1,449,573	3,957,874	5,237,604	6,338,992	7,216,238	8,502,442	13,465,195	12,761,131
3.6	**Total Debt Service**		**5,391,999**	**5,175,012**	**6,562,895**	**9,067,645**	**10,347,207**	**11,446,606**	**12,313,327**	**13,602,047**	**18,566,905**	**17,844,815**
3.7	**Total Cost of Service**		**14,918,280**	**17,423,671**	**22,187,949**	**28,215,578**	**32,465,444**	**35,195,454**	**38,524,150**	**43,576,639**	**51,623,717**	**53,934,377**
3.8	**Net Revenues for Contingency and Coverage**		**1,363,391**	**3,406,521**	**2,994,942**	**2,078,102**	**4,296,033**	**6,795,281**	**8,078,758**	**7,827,696**	**4,776,630**	**7,661,343**
	Percent of COS		8.4%	16.4%	11.9%	6.9%	11.7%	16.2%	17.3%	15.2%	8.5%	12.4%
	Debt Coverage											
	Excluding CO/Transfers		**1.74**	**2.10**	**1.75**	**1.41**	**1.56**	**1.72**	**1.78**	**1.69**	**1.34**	**1.52**

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Revenue Summary
Scenario: 8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
	WATER Revenues -- Total										
WI1	Residential Inside	$ 12,062,051	$ 14,251,502	$ 16,934,182	$ 20,102,207	$ 23,928,885	$ 28,498,095	$ 32,275,677	$ 35,781,622	$ 39,414,895	$ 43,179,187
WI2	Commercial Inside	4,831,245	6,023,666	7,529,295	9,345,722	11,346,514	13,684,585	15,747,257	17,711,844	19,769,850	21,923,150
WO1	Residential Outside	57,514	57,522	59,247	62,066	66,112	71,243	73,676	75,150	76,653	78,186
WO2	Commercial Outside	-	-	-	-	-	-	-	-	-	-
	Total Rate Revenue	16,950,810	20,332,690	24,522,724	29,509,995	35,341,510	42,253,923	48,096,610	53,568,617	59,261,399	65,180,523
	Future Infrastructure Fund Contributi	1,000,000	3,250,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
	Connection Fees	3,262,500	3,262,500	3,266,353	3,268,922	3,259,931	3,258,647	3,259,931	3,259,931	3,259,931	3,259,931
	Non-Rate Revenue	1,959,348	1,959,348	1,971,848	1,971,848	1,584,348	1,584,348	1,584,348	1,584,348	1,584,348	1,584,348
	Total Revenue	**23,172,658**	**28,804,538**	**33,760,926**	**38,750,765**	**44,185,789**	**51,096,918**	**56,940,889**	**62,412,896**	**68,105,678**	**74,024,802**
	Water Revenues -- Additional										
WI1	Residential Inside		2,189,451	2,682,680	3,168,025	3,826,678	4,569,209	3,777,582	3,505,946	3,633,273	3,764,291
WI2	Commercial Inside		1,192,421	1,505,629	1,816,427	2,000,792	2,338,072	2,062,671	1,964,588	2,058,006	2,153,300
WO1	Residential Outside		8	1,726	2,819	4,046	5,132	2,433	1,474	1,503	1,533
WO2	Commercial Outside		-	-	-	-	-	-	-	-	-
	Total Rate Revenue		3,381,880	4,190,034	4,987,270	5,831,516	6,912,413	5,842,686	5,472,007	5,692,782	5,919,124
	Future Infrastructure Fund Contribution		2,250,000	750,000	-	-	-	-	-	-	-
	Connection Fees		-	3,853	2,569	(8,991)	(1,284)	1,284	-	-	-
	Non-Rate Revenue		-	12,500	-	(387,500)	-	-	-	-	-
	Total Revenue		**5,631,880**	**4,956,387**	**4,989,839**	**5,435,024**	**6,911,129**	**5,843,971**	**5,472,007**	**5,692,782**	**5,919,124**
	WASTEWATER Revenues -- Total										
WWI1	Residential Inside	$ 10,430,390	$ 12,183,820	$ 14,962,898	$ 19,010,149	$ 24,550,349	$ 28,716,797	$ 32,308,536	$ 36,032,459	$ 39,892,415	$ 43,892,356
WWI2	Commercial Inside	1,203,597	1,748,085	2,556,403	3,617,812	4,938,575	6,002,061	7,021,519	8,098,932	9,234,894	10,430,231
WWO1	Residential Outside	687	1,291	1,349	1,491	1,705	1,789	1,825	1,861	1,898	1,936
WWO2	Commercial Outside	1,945	1,945	2,032	2,247	2,568	2,695	2,749	2,803	2,860	2,917
	Total Rate Revenue	11,636,620	13,935,141	17,522,682	22,631,699	29,493,197	34,723,341	39,334,628	44,136,055	49,132,067	54,327,440
	Future Infrastructure Fund Contributi	1,000,000	3,250,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
	Connection Fees	2,250,000	2,250,000	2,252,657	2,254,429	2,248,228	2,247,343	2,248,228	2,248,228	2,248,228	2,248,228
	Non-Rate Revenue	1,395,052	1,395,052	1,407,552	1,407,552	1,020,052	1,020,052	1,020,052	1,020,052	1,020,052	1,020,052
	Total Revenue	**16,281,671**	**20,830,192**	**25,182,892**	**30,293,679**	**36,761,477**	**41,990,735**	**46,602,909**	**51,404,335**	**56,400,347**	**61,595,720**
	WASTEWATER Revenues -- Additional										
WWI1	Residential Inside		1,753,430	2,779,078	4,047,251	5,540,201	4,166,447	3,591,740	3,723,923	3,859,956	3,999,941
WWI2	Commercial Inside		544,488	808,318	1,061,408	1,320,763	1,063,486	1,019,458	1,077,413	1,135,962	1,195,337
WWO1	Residential Outside		604	58	143	213	84	36	36	37	38
WWO2	Commercial Outside		-	88	215	322	126	54	55	56	57
	Total Rate Revenue		2,298,521	3,587,542	5,109,016	6,861,499	5,230,144	4,611,287	4,801,427	4,996,011	5,195,373
	Future Infrastructure Fund Contribution		2,250,000	750,000	-	-	-	-	-	-	-
	Connection Fees		-	2,657	1,772	(6,201)	(886)	886	-	-	-
	Non-Rate Revenue		-	12,500	-	(387,500)	(0)	-	-	-	-
	Total Revenue		**4,548,521**	**4,352,699**	**5,110,788**	**6,467,798**	**5,229,258**	**4,612,173**	**4,801,427**	**4,996,011**	**5,195,373**

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Water Summary
Scen: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

1 Water Monthly Rates and Charges

WI1 Residential Inside

Monthly Minimum Charge

		Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Base Charge	3/4"	$ 24.56	$ 24.56	$ 24.56	$ 25.54	$ 26.82	$ 28.70	$ 30.99	$ 31.61	$ 32.24	$ 32.89	$ 33.55
	1"	41.30	41.30	41.30	42.95	45.10	48.26	52.12	53.16	54.22	55.31	56.41
	1 1/2"	82.61	82.61	82.61	85.91	90.21	96.52	104.25	106.33	108.46	110.63	112.84
	2"	132.18	132.18	132.18	137.47	144.34	154.44	166.80	170.14	173.54	177.01	180.55

Volume Rate/1,000 Gal

		Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
2,001	10,000	$ 5.37	$ 5.37	$ 5.37	$ 5.58	$ 5.86	$ 6.27	$ 6.78	$ 6.91	$ 7.05	$ 7.19	$ 7.34
10,001	20,000	8.13	8.13	8.13	8.46	8.88	9.50	10.26	10.46	10.67	10.89	11.11
20,001	30,000	9.57	9.57	9.57	9.95	10.45	11.18	12.08	12.32	12.56	12.82	13.07
30,001	Above	13.81	13.81	13.81	14.36	15.08	16.14	17.43	17.78	18.13	18.49	18.86

WI2 Commercial Inside

Monthly Minimum Charge

	Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
3/4"	$ 29.50	$ 29.50	$ 29.50	$ 30.68	$ 32.21	$ 34.47	$ 37.23	$ 37.97	$ 38.73	$ 39.51	$ 40.30
1"	51.63	51.63	51.63	53.70	56.38	60.33	65.15	66.46	67.78	69.14	70.52
1 1/2"	103.27	103.27	103.27	107.40	112.77	120.66	130.32	132.92	135.58	138.29	141.06
2"	165.22	165.22	165.22	171.83	180.42	193.05	208.49	212.66	216.92	221.26	225.68
3"	247.83	247.83	247.83	257.74	270.63	289.57	312.74	319.00	325.38	331.88	338.52
4"	413.05	413.05	413.05	429.57	451.05	482.62	521.23	531.66	542.29	553.14	564.20

Volume Rate/1,000 Gal

		Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
2,001	10,000	$ 5.37	$ 5.37	$ 5.37	$ 5.58	$ 5.86	$ 6.27	$ 6.78	$ 6.91	$ 7.05	$ 7.19	$ 7.34
10,001	20,000	8.13	8.13	8.13	8.46	8.88	9.50	10.26	10.46	10.67	10.89	11.11
20,001	30,000	9.57	9.57	9.57	9.95	10.45	11.18	12.08	12.32	12.56	12.82	13.07
30,001	Above	13.81	13.81	13.81	14.36	15.08	16.14	17.43	17.78	18.13	18.49	18.86

2.1 Residential Monthly Charge - 3/4" Meter

Gallons		Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
5,000	Total	$ 40.67	$ 40.67	$ 40.67	$ 42.30	$ 44.41	$ 47.52	$ 51.32	$ 52.35	$ 53.40	$ 54.46	$ 55.55
	Dollar Inc		-	-	1.63	2.11	3.11	3.80	1.03	1.05	1.07	1.09
	Percent Inc		0.0%	0.0%	4.0%	5.0%	7.0%	8.0%	2.0%	2.0%	2.0%	2.0%
10,000	Total	67.52	67.52	67.52	70.22	73.73	78.89	85.20	86.91	88.65	90.42	92.23
	Dollar Inc		-	-	2.70	3.51	5.16	6.31	1.70	1.74	1.77	1.81
	Percent Inc		0.0%	0.0%	4.0%	5.0%	7.0%	8.0%	2.0%	2.0%	2.0%	2.0%
20,000	Total	148.82	148.82	148.82	154.77	162.51	173.89	187.80	191.55	195.39	199.29	203.28
	Dollar Inc		-	-	5.95	7.74	11.38	13.91	3.76	3.83	3.91	3.99
	Percent Inc		0.0%	0.0%	4.0%	5.0%	7.0%	8.0%	2.0%	2.0%	2.0%	2.0%
30,000	Total	244.52	244.52	244.52	254.30	267.02	285.71	308.56	314.73	321.03	327.45	334.00
	Dollar Inc		-	-	9.78	12.72	18.69	22.86	6.17	6.29	6.42	6.55
	Percent Inc		0.0%	0.0%	4.0%	5.0%	7.0%	8.0%	2.0%	2.0%	2.0%	2.0%

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Model Summary
Scenario: 8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

1 Water and Wastewater Rates

Water Rates -- Residential

		Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Monthly Minimum Charge	3/4"	$ 24.56	$ 24.56	$ 24.56	$ 25.54	$ 26.82	$ 28.70	$ 30.99	$ 31.61	$ 32.24	$ 32.89	$ 33.55
	1"	41.30	41.30	41.30	42.95	45.10	48.26	52.12	53.16	54.22	55.31	56.41
	1.5"	82.61	82.61	82.61	85.91	90.21	96.52	104.25	106.33	108.46	110.63	112.84
	2"	132.18	132.18	132.18	137.47	144.34	154.44	166.80	170.14	173.54	177.01	180.55
Volume Rate Per 1,000 Gal												
2,001	10,000	$ 5.37	$ 5.37	$ 5.37	$ 5.58	$ 5.86	$ 6.27	$ 6.78	$ 6.91	$ 7.05	$ 7.19	$ 7.34
10,001	20,000	8.13	8.13	8.13	8.46	8.88	9.50	10.26	10.46	10.67	10.89	11.11
20,001	30,000	9.57	9.57	9.57	9.95	10.45	11.18	12.08	12.32	12.56	12.82	13.07
30,001	Above	13.81	13.81	13.81	14.36	15.08	16.14	17.43	17.78	18.13	18.49	18.86

Wastewater Rates - Residential

	Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Monthly Charge	$ 25.54	$ 25.54	$ 25.54	$ 27.07	$ 30.32	$ 34.87	$ 35.57	$ 36.28	$ 37.00	$ 37.74	$ 38.50
Volume Rate/1,000 Gal (1 to 5,000)	6.37	6.37	6.37	6.75	7.56	8.70	8.87	9.05	9.23	9.41	9.60
Volume Rate/1,000 Gal (5,001 & Above)	7.88	7.88	7.88	8.35	9.36	10.76	10.97	11.19	11.42	11.65	11.88

2 Residential Standard Monthly Bill - 3/4" Meter

		Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
5,000 W	Total	$ 98.06	$ 98.06	$ 98.06	$ 103.13	$ 112.55	$ 125.87	$ 131.24	$ 133.87	$ 136.54	$ 139.28	$ 142.06
5,000 WW	Increase -- $		-	-	5.07	9.41	13.33	5.37	2.62	2.68	2.73	2.79
	Increase -- %		0.0%	0.0%	5.2%	9.1%	11.8%	4.3%	2.0%	2.0%	2.0%	2.0%
10,000 W	Total	164.31	164.31	164.31	172.82	188.64	211.04	219.99	224.39	228.88	233.46	238.13
10,000 WW	Increase -- $		-	-	8.51	15.82	22.40	8.95	4.40	4.49	4.58	4.67
	Increase -- %		0.0%	0.0%	5.2%	9.2%	11.9%	4.2%	2.0%	2.0%	2.0%	2.0%
20,000 W	Total	277.13	277.13	277.13	290.78	314.84	349.07	366.48	373.81	381.29	388.91	396.69
14,000 WW	Increase -- $		-	-	13.65	24.06	34.23	17.41	7.33	7.48	7.63	7.78
	Increase -- %		0.0%	0.0%	4.9%	8.3%	10.9%	5.0%	2.0%	2.0%	2.0%	2.0%
30,000 W	Total	372.83	372.83	372.83	390.31	419.35	460.89	487.25	496.99	506.93	517.07	527.41
14,000 WW	Increase -- $		-	-	17.48	29.04	41.54	26.36	9.74	9.94	10.14	10.34
	Increase -- %		0.0%	0.0%	4.7%	7.4%	9.9%	5.7%	2.0%	2.0%	2.0%	2.0%

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Model Summary
Scenario: 8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

		Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
3	**Fund Balance, Revenues and Expenses**											
	Beginning Fund Balance		$ 18,885,751	$ 19,321,584	$ 23,902,053	$ 28,290,159	$ 33,158,461	$ 39,725,754	$ 48,930,130	$ 60,925,096	$ 72,105,105	$ 80,183,802
	Revenues and Expenses -- CASH BASIS											
3.1	**Revenues**											
	Water Rate Revenues		$ 16,950,810	$ 20,332,690	$ 24,522,724	$ 29,509,995	$ 35,341,510	$ 42,253,923	$ 48,096,610	$ 53,568,617	$ 59,261,399	$ 65,180,523
	WW Rate Revenues		11,636,620	13,935,141	17,522,682	22,631,699	29,493,197	34,723,341	39,334,628	44,136,055	49,132,067	54,327,440
	IF Contribution		2,000,000	6,500,000	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000
	Connection Fees		5,512,500	5,512,500	5,519,011	5,523,351	5,508,159	5,505,989	5,508,159	5,508,159	5,508,159	5,508,159
	Non-Rate Revenues		3,354,400	3,354,400	3,379,400	3,379,400	2,604,400	2,604,400	2,604,400	2,604,400	2,604,400	2,604,400
	Total Revenues		39,454,330	49,634,731	58,943,817	69,044,445	80,947,267	93,087,653	103,543,797	113,817,231	124,506,025	135,620,523
3.2	Operating Expenses		19,722,655	25,936,818	32,684,341	39,715,785	46,393,135	51,457,825	57,624,889	65,802,969	73,304,888	81,154,688
3.3	Capital Outlays		655,100	655,100	655,100	655,100	655,100	655,100	655,100	655,100	655,100	655,100
3.4	Transfers		5,820,795	4,897,723	3,996,293	3,079,383	2,663,763	2,743,676	2,825,986	2,910,766	2,998,089	3,088,032
3.5	Net Revenues for Debt Service and Coverage		13,255,780	18,145,090	21,608,084	25,594,177	31,235,268	38,231,052	42,437,822	44,448,396	47,547,948	50,722,703
	Debt Service											
	Current Debt Service		12,819,947	12,499,200	12,511,187	12,502,500	12,502,088	12,497,219	12,471,469	12,477,625	12,482,775	12,438,669
	Future Debt Service		-	1,065,422	4,708,791	8,223,375	12,165,888	16,529,456	17,971,388	20,790,763	26,986,475	27,110,550
3.6	Total Debt Service		12,819,947	13,564,622	17,219,978	20,725,875	24,667,976	29,026,675	30,442,857	33,268,388	39,469,250	39,549,219
3.7	Total Cost of Service -- CASH Basis		39,018,497	45,054,262	54,555,711	64,176,142	74,379,974	83,883,277	91,548,832	102,637,222	116,427,327	124,447,039
3.8	**Net Revenues for Contingency and Coverage**		**435,833**	**4,580,469**	**4,388,106**	**4,868,302**	**6,567,293**	**9,204,377**	**11,994,966**	**11,180,009**	**8,078,698**	**11,173,484**
	Percent of COS		1.1%	10.2%	8.0%	7.6%	8.8%	11.0%	13.1%	10.9%	6.9%	9.0%
	Debt Coverage (Line 3.5/Line 3.6)		**1.03**	**1.34**	**1.25**	**1.23**	**1.27**	**1.32**	**1.39**	**1.34**	**1.20**	**1.28**
	Debt Coverage ((Lines 3.5+3.4+3.3)/Line 3.6)		**1.54**	**1.75**	**1.52**	**1.42**	**1.40**	**1.43**	**1.51**	**1.44**	**1.30**	**1.38**
			1.38	1.27	1.06	1.03	1.08	1.16	1.25	1.20	1.09	1.17
	Ending Water & Sewer Combined Fund Balance		**19,321,584**	**23,902,053**	**28,290,159**	**33,158,461**	**39,725,754**	**48,930,130**	**60,925,096**	**72,105,105**	**80,183,802**	**91,357,286**
	One Day Operating Expenditures (Op.Exp+Det Svc)		105,105	121,642	147,673	174,030	201,986	228,022	249,024	279,403	317,184	339,156
	Days of Operating Expenditures		**184**	**196**	**192**	**191**	**197**	**215**	**245**	**258**	**253**	**269**
	Fund Balance Goal Days	90	9,459,468	10,947,739	13,290,562	15,662,723	18,178,736	20,522,016	22,412,153	25,146,277	28,546,577	30,524,040
	Over (Short) of Requirement		9,862,116	12,954,314	14,999,597	17,495,738	21,547,017	28,408,114	38,512,943	46,958,828	51,637,226	60,833,246
	% of O&M		**48%**	**42%**	**41%**	**39%**	**39%**	**40%**	**39%**	**38%**	**39%**	**38%**

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WILLDAN

CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Model Summary
Scenario: 8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line

		Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
5	**Total Accounts**											
	Water Accounts											
	Total Accounts		13,989	16,529	19,072	21,617	24,155	26,692	29,230	31,768	34,306	36,844
	New Accounts		-	2,540	2,543	2,545	2,538	2,537	2,538	2,538	2,538	2,538
	Avg. Annual Growth Rate			18.16%	15.39%	13.34%	11.74%	10.50%	9.51%	8.68%	7.99%	7.40%
	Wastewater Accounts											
	Total Accounts		11,748	14,288	16,831	19,376	21,914	24,451	26,989	29,527	32,065	34,603
	New Accounts		-	2,540	2,543	2,545	2,538	2,537	2,538	2,538	2,538	2,538
	Avg. Annual Growth Rate			21.62%	17.80%	15.12%	13.10%	11.58%	10.38%	9.40%	8.60%	7.92%
6	**Annual Volume**											
	Water Volume											
	Residential Inside		1,246,419,246	1,472,663,852	1,698,908,459	1,925,153,066	2,151,397,673	2,377,642,279	2,603,886,886	2,830,131,493	3,056,376,099	3,282,620,706
	Residential Outside		4,371,200	4,371,200	4,371,200	4,371,200	4,371,200	4,371,200	4,371,200	4,371,200	4,371,200	4,371,200
	Commercial Inside		337,478,178	422,659,066	513,760,131	610,023,926	696,318,566	780,021,777	868,844,413	958,911,042	1,050,121,831	1,142,391,781
	Commercial Outside		-	-	-	-	-	-	-	-	-	-
	Light Farms		-	-	-	-	-	-	-	-	-	-
	Other I4		-	-	-	-	-	-	-	-	-	-
	Other I5		-	-	-	-	-	-	-	-	-	-
	Other I6		-	-	-	-	-	-	-	-	-	-
	Other I7		-	-	-	-	-	-	-	-	-	-
	Other I8		-	-	-	-	-	-	-	-	-	-
	Total System		1,588,268,624	1,899,694,118	2,217,039,791	2,539,548,192	2,852,087,439	3,162,035,256	3,477,102,499	3,793,413,734	4,110,869,130	4,429,383,687
	Wastewater Billing Units											
	Residential Inside		735,670,303	821,865,000	965,865,000	1,109,865,000	1,253,865,000	1,397,865,000	1,541,865,000	1,685,865,000	1,829,865,000	1,973,865,000
	Residential Outside		23,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000
	Commercial Inside		111,692,866	169,188,251	234,216,145	305,786,405	369,017,795	430,166,414	496,805,565	565,059,025	634,770,727	705,812,122
	Commercial Outside		157,900	157,900	157,900	157,900	157,900	157,900	157,900	157,900	157,900	157,900
	Light Farms		-	-	-	-	-	-	-	-	-	-
	Other I4		-	-	-	-	-	-	-	-	-	-
	Other I5		-	-	-	-	-	-	-	-	-	-
	Other I6		-	-	-	-	-	-	-	-	-	-
	Other I7		-	-	-	-	-	-	-	-	-	-
	Other I8		-	-	-	-	-	-	-	-	-	-
	Total System		847,544,069	991,295,151	1,200,323,045	1,415,893,305	1,623,124,695	1,828,273,314	2,038,912,465	2,251,165,925	2,464,877,627	2,679,919,022

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Water Summary
Scen: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

			Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
2.2	**Commercial Monthly Charge -- 1 1/2" Meter**												
	30,000	Total	323.23	323.23	323.23	336.16	352.97	377.67	407.89	416.05	424.37	432.85	441.51
		Dollar Inc		-	-	12.93	16.81	24.71	30.21	8.16	8.32	8.49	8.66
		Percent Inc		0.0%	0.0%	4.0%	5.0%	7.0%	8.0%	2.0%	2.0%	2.0%	2.0%
	60,000	Total	737.53	737.53	737.53	767.03	805.38	861.76	930.70	949.31	968.30	987.67	1,007.42
		Dollar Inc		-	-	29.50	38.35	56.38	68.94	18.61	18.99	19.37	19.75
		Percent Inc		0.0%	0.0%	4.0%	5.0%	7.0%	8.0%	2.0%	2.0%	2.0%	2.0%
3	**Total Accounts**												
	Total Accounts			**13,989**	**16,529**	**19,072**	**21,617**	**24,155**	**26,692**	**29,230**	**31,768**	**34,306**	**36,844**
	New Accounts				2,540	2,543	2,545	2,538	2,537	2,538	2,538	2,538	2,538
	Avg. Annual Growth Rate				18.2%	15.4%	13.3%	11.7%	10.5%	9.5%	8.7%	8.0%	7.4%
4	**Annual Water Consumption**												
W.1	Residential Inside			1,246,419,246	1,472,663,852	1,698,908,459	1,925,153,066	2,151,397,673	2,377,642,279	2,603,886,886	2,830,131,493	3,056,376,099	3,282,620,706
W.3	Commercial Inside			337,478,178	422,659,066	513,760,131	610,023,926	696,318,566	780,021,777	868,844,413	958,911,042	1,050,121,831	1,142,391,781
W.2	Residential Outside			4,371,200	4,371,200	4,371,200	4,371,200	4,371,200	4,371,200	4,371,200	4,371,200	4,371,200	4,371,200
W.4	Commercial Outside			-	-	-	-	-	-	-	-	-	-
	Total System			**1,588,268,624**	**1,899,694,118**	**2,217,039,791**	**2,539,548,192**	**2,852,087,439**	**3,162,035,256**	**3,477,102,499**	**3,793,413,734**	**4,110,869,130**	**4,429,383,687**
					19.6%	16.7%	14.5%	12.3%	10.9%	10.0%	9.1%	8.4%	7.7%

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Water Summary
Scen: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

		Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
5	**Revenues and Expenses -- CASH BASIS**											
5.1	**Water Revenues**											
	Water Rate Revenue											
WI1	Residential Inside	$ 12,062,051	$ 14,251,502	$ 16,934,182	$ 20,102,207	$ 23,928,885	$ 28,498,095	$ 32,275,677	$ 35,781,622	$ 39,414,895	$ 43,179,187	
WI2	Commercial Inside	4,831,245	6,023,666	7,529,295	9,345,722	11,346,514	13,684,585	15,747,257	17,711,844	19,769,850	21,923,150	
WI3	Light Farms	-	-	-	-	-	-	-	-	-	-	
WO1	Residential Outside	57,514	57,522	59,247	62,066	66,112	71,243	73,676	75,150	76,653	78,186	
WO2	Commercial Outside	-	-	-	-	-	-	-	-	-	-	
	Sub-Total	16,950,810	20,332,690	24,522,724	29,509,995	35,341,510	42,253,923	48,096,610	53,568,617	59,261,399	65,180,523	
	IF Contribution	1,000,000	3,250,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	
	Connection Fees	3,262,500	3,262,500	3,266,353	3,268,922	3,259,931	3,258,647	3,259,931	3,259,931	3,259,931	3,259,931	
	Non-Rate Revenues	1,959,348	1,959,348	1,971,848	1,971,848	1,584,348	1,584,348	1,584,348	1,584,348	1,584,348	1,584,348	
	Sub-Total	6,221,848	8,471,848	9,238,201	9,240,770	8,844,279	8,842,995	8,844,279	8,844,279	8,844,279	8,844,279	
	Total Revenues	**23,172,658**	**28,804,538**	**33,760,926**	**38,750,765**	**44,185,789**	**51,096,918**	**56,940,889**	**62,412,896**	**68,105,678**	**74,024,802**	
	Water Cost of Service											
	Cost Center Code											
24	Utility Billing	546,443	726,830	915,853	946,297	1,150,139	1,187,917	1,272,418	1,501,088	1,549,910	1,600,386	
21	Water Operations	4,330,582	4,822,244	5,352,497	5,908,918	6,501,278	7,135,121	7,711,402	8,440,208	9,223,152	10,064,615	
22	Sewer Operations	-	-	-	-	-	-	-	-	-	-	
UTRWD-W	Upper Trinity Regional Water District- Water	7,936,200	10,419,162	12,742,487	15,329,211	18,091,393	20,889,372	23,970,264	27,464,782	31,091,531	35,056,620	
UTRWD-S	Upper Trinity Regional Water District- Sewer	-	-	-	-	-	-	-	-	-	-	
	Total	12,813,225	15,968,236	19,010,837	22,184,426	25,742,810	29,212,410	32,954,084	37,406,079	41,864,593	46,721,621	

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Water Summary
Scen: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

		Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
	Budget Code											
1	Personnel Svcs	$ 2,296,891	$ 2,618,379	$ 2,955,214	$ 3,140,647	$ 3,506,761	$ 3,714,389	$ 3,871,249	$ 4,282,817	$ 4,522,979	$ 4,773,576	
2	Contractual	590,598	614,969	640,375	663,649	687,599	712,341	738,006	764,576	792,082	820,554	
3	Materials & Supplies	1,157,309	1,349,246	1,553,929	1,764,403	1,986,538	2,221,517	2,470,354	2,733,761	3,012,615	3,307,846	
4	Operations	468,024	587,510	724,478	877,363	1,045,974	1,234,236	1,447,003	1,685,609	1,952,828	2,251,710	
5	Utilities	364,203	378,969	394,354	409,153	424,545	440,555	457,208	474,533	492,558	511,314	
6	Administration	-	-	-	-	-	-	-	-	-	-	
UTRWD-W	Upper Trinity Regional Water District- Water	7,936,200	10,419,162	12,742,487	15,329,211	18,091,393	20,889,372	23,970,264	27,464,782	31,091,531	35,056,620	
UTRWD-S	Upper Trinity Regional Water District- Sewer	-	-	-	-	-	-	-	-	-	-	
	Total	12,813,225	15,968,236	19,010,837	22,184,426	25,742,810	29,212,410	32,954,084	37,406,079	41,864,593	46,721,621	
5.2	**Total Operating Expenses**	**12,813,225**	**15,968,236**	**19,010,837**	**22,184,426**	**25,742,810**	**29,212,410**	**32,954,084**	**37,406,079**	**41,864,593**	**46,721,621**	
5.3	**Capital Outlays**	**371,200**	**371,200**	**371,200**	**371,200**	**371,200**	**371,200**	**371,200**	**371,200**	**371,200**	**371,200**	
5.4	**Transfers**	**3,487,844**	**2,901,545**	**2,328,643**	**1,746,709**	**1,479,751**	**1,524,144**	**1,569,868**	**1,616,964**	**1,665,473**	**1,715,437**	
5.5	**Net Revenues for Debt Service and Coverage**	**6,500,390**	**9,563,557**	**12,050,246**	**14,448,430**	**16,592,028**	**19,989,165**	**22,045,737**	**23,018,653**	**24,204,412**	**25,216,545**	
	Debt Service											
	Debt Service -- Current	7,427,948	7,390,777	7,397,865	7,392,728	7,392,485	7,389,606	7,374,380	7,378,020	7,381,065	7,354,985	
	Debt Service -- Future	-	998,833	3,259,218	4,265,501	6,928,284	10,190,464	10,755,150	12,288,321	13,521,280	14,349,419	
5.6	**Total Debt Service**	**7,427,948**	**8,389,610**	**10,657,082**	**11,658,230**	**14,320,769**	**17,580,070**	**18,129,529**	**19,666,340**	**20,902,345**	**21,704,404**	
5.7	**Total Cost of Service**	**24,100,216**	**27,630,591**	**32,367,762**	**35,960,565**	**41,914,530**	**48,687,823**	**53,024,681**	**59,060,583**	**64,803,611**	**70,512,662**	
5.8	**Net Revenues for Contingency and Coverage**	**(927,558)**	**1,173,947**	**1,393,164**	**2,790,200**	**2,271,260**	**2,409,095**	**3,916,208**	**3,352,313**	**3,302,067**	**3,512,141**	
	Percent of COS	-4.0%	4.1%	4.1%	7.2%	5.1%	4.7%	6.9%	5.4%	4.8%	4.7%	
	Debt Coverage											
	Excluding CO/Transfers	**1.39**	**1.53**	**1.38**	**1.42**	**1.29**	**1.24**	**1.32**	**1.27**	**1.26**	**1.26**	
	All-Inclusive	**0.88**	**1.14**	**1.13**	**1.24**	**1.16**	**1.14**	**1.22**	**1.17**	**1.16**	**1.16**	

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Wastewater Summary
Scen: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

1 Wastewater Monthly Rates and Charges

		Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Residential Inside												
Monthly Charge	3/4"	$ 25.54	$ 25.54	$ 25.54	$ 27.07	$ 30.32	$ 34.87	$ 35.57	$ 36.28	$ 37.00	$ 37.74	$ 38.50
	1"	45.90	45.90	45.90	48.65	54.49	62.67	63.92	65.20	66.50	67.83	69.19
	1 1/2"	85.66	85.66	85.66	90.80	101.70	116.95	119.29	121.67	124.11	126.59	129.12
	2"	146.85	146.85	146.85	155.66	174.34	200.49	204.50	208.59	212.76	217.02	221.36
Volume Rate/1,000 Gal (1 to 5,000)		6.37	6.37	6.37	6.75	7.56	8.70	8.87	9.05	9.23	9.41	9.60
Volume Rate/1,000 Gal (5,001 & Above)		7.88	7.88	7.88	8.35	9.36	10.76	10.97	11.19	11.42	11.65	11.88
Commercial Inside												
Monthly Charge	3/4"	30.59	30.59	30.59	32.43	36.32	41.76	42.60	43.45	44.32	45.21	46.11
	1"	57.37	57.37	57.37	60.81	68.11	78.33	79.89	81.49	83.12	84.78	86.48
	1 1/2"	107.08	107.08	107.08	113.50	127.13	146.19	149.12	152.10	155.14	158.25	161.41
	2"	183.56	183.56	183.56	194.57	217.92	250.61	255.62	260.74	265.95	271.27	276.69
	4"	458.90	458.90	458.90	486.43	544.81	626.53	639.06	651.84	664.88	678.17	691.74
Volume Rate/1,000 Gal		6.94	6.94	6.94	7.36	8.24	9.48	9.66	9.86	10.05	10.26	10.46

2.1 Residential Monthly Charge -- 3/4" Meter

		Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
5,000 Gallons	Total	$ 57.39	$ 57.39	$ 57.39	$ 60.83	$ 68.13	$ 78.35	$ 79.92	$ 81.52	$ 83.15	$ 84.81	$ 86.51
	Dollar Inc		-	-	3.44	7.30	10.22	1.57	1.60	1.63	1.66	1.70
	Percent Inc		0.0%	0.0%	6.0%	12.0%	15.0%	2.0%	2.0%	2.0%	2.0%	2.0%
10,000 Gallons	Total	96.79	96.79	96.79	102.60	114.91	132.15	134.79	137.48	140.23	143.04	145.90
	Dollar Inc		-	-	5.81	12.31	17.24	2.64	2.70	2.75	2.80	2.86
	Percent Inc		0.0%	0.0%	6.0%	12.0%	15.0%	2.0%	2.0%	2.0%	2.0%	2.0%
20,000 Gallons	Total	104.67	104.67	104.67	110.95	124.26	142.90	145.76	148.68	151.65	154.68	157.78
	Dollar Inc		-	-	6.28	13.31	18.64	2.86	2.92	2.97	3.03	3.09
	Percent Inc		0.0%	0.0%	6.0%	12.0%	15.0%	2.0%	2.0%	2.0%	2.0%	2.0%
30,000 Gallons	Total	104.67	104.67	104.67	110.95	124.26	142.90	145.76	148.68	151.65	154.68	157.78
	Dollar Inc		-	-	6.28	13.31	18.64	2.86	2.92	2.97	3.03	3.09
	Percent Inc		0.0%	0.0%	6.0%	12.0%	15.0%	2.0%	2.0%	2.0%	2.0%	2.0%

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Wastewater Summary
Scen: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

			Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
2.2	**Commercial Monthly Bill -- 1 1/2" Meter**												
	30,000 Gallons	Total	301.40	301.40	308.34	334.20	374.30	430.45	439.05	447.84	456.79	465.93	475.25
		Dollar Inc		-	6.94	25.86	40.10	56.15	8.61	8.78	8.96	9.14	9.32
		Percent Inc		0.0%	2.3%	8.4%	12.0%	15.0%	2.0%	2.0%	2.0%	2.0%	2.0%
	60,000 Gallons	Total	509.60	509.60	516.54	554.89	621.48	714.70	728.99	743.57	758.44	773.61	789.08
		Dollar Inc		-	6.94	38.35	66.59	93.22	14.29	14.58	14.87	15.17	15.47
		Percent Inc		0.0%	1.4%	7.4%	12.0%	15.0%	2.0%	2.0%	2.0%	2.0%	2.0%
3	**Total Accounts**												
	Total Accounts			**11,748**	**14,288**	**16,831**	**19,376**	**21,914**	**24,451**	**26,989**	**29,527**	**32,065**	**34,603**
	New Accounts				2,540	2,543	2,545	2,538	2,537	2,538	2,538	2,538	2,538
	Avg. Annual Growth Rate				21.62%	17.80%	15.12%	13.10%	11.58%	10.38%	9.40%	8.60%	7.92%
4	**Annual Wastewater Billing Units**												
WWI1	Residential Inside			735,670,303	821,865,000	965,865,000	1,109,865,000	1,253,865,000	1,397,865,000	1,541,865,000	1,685,865,000	1,829,865,000	1,973,865,000
WWO1	Residential Outside			23,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000
WWI2	Commercial Inside			111,692,866	169,188,251	234,216,145	305,786,405	369,017,795	430,166,414	496,805,565	565,059,025	634,770,727	705,812,122
WWO2	Commercial Outside			157,900	157,900	157,900	157,900	157,900	157,900	157,900	157,900	157,900	157,900
	Total System			**847,544,069**	**991,295,151**	**1,200,323,045**	**1,415,893,305**	**1,623,124,695**	**1,828,273,314**	**2,038,912,465**	**2,251,165,925**	**2,464,877,627**	**2,679,919,022**
5	**Revenues and Expenses -- CASH BASIS**												
5.1	**Wastewater Revenues**												
	Wastewater Rate Revenue												
WWI1	Residential Inside			$ 10,430,390	$ 12,183,820	$ 14,962,898	$ 19,010,149	$ 24,550,349	$ 28,716,797	$ 32,308,536	$ 36,032,459	$ 39,892,415	$ 43,892,356
WWO1	Residential Outside			687	1,291	1,349	1,491	1,705	1,789	1,825	1,861	1,898	1,936
WWI2	Commercial Inside			1,203,597	1,748,085	2,556,403	3,617,812	4,938,575	6,002,061	7,021,519	8,098,932	9,234,894	10,430,231
WWO2	Commercial Outside			1,945	1,945	2,032	2,247	2,568	2,695	2,749	2,803	2,860	2,917
	Sub-Total			11,636,620	13,935,141	17,522,682	22,631,699	29,493,197	34,723,341	39,334,628	44,136,055	49,132,067	54,327,440
	Future Infrastructure Fund Contribution			1,000,000	3,250,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
	Connection Fees			2,250,000	2,250,000	2,252,657	2,254,429	2,248,228	2,247,343	2,248,228	2,248,228	2,248,228	2,248,228
	Non-Rate Revenues			1,395,052	1,395,052	1,407,552	1,407,552	1,020,052	1,020,052	1,020,052	1,020,052	1,020,052	1,020,052
	Sub-Total			4,645,052	6,895,052	7,660,209	7,661,981	7,268,280	7,267,394	7,268,280	7,268,280	7,268,280	7,268,280
	Total Revenues			**16,281,671**	**20,830,192**	**25,182,892**	**30,293,679**	**36,761,477**	**41,990,735**	**46,602,909**	**51,404,335**	**56,400,347**	**61,595,720**
	Wastewater Cost of Service												
	Cost Center Code												
24	Utility Billing			468,171	622,720	784,667	810,751	985,394	1,017,761	1,090,158	1,286,074	1,327,902	1,371,148
21	Water Operations			624,136	759,310	902,708	1,050,251	1,205,068	1,367,791	1,538,883	1,718,670	1,907,539	2,105,889
22	Sewer Operations			2,100,887	2,614,845	3,256,399	4,302,926	4,973,413	5,676,910	6,420,252	8,023,516	8,949,253	9,923,263
UTRWD-W	Upper Trinity Regional Water District- Water			-	-	-	-	-	-	-	-	-	-
UTRWD-S	Upper Trinity Regional Water District- Sewer			3,716,236	5,971,708	8,729,729	11,367,431	13,486,450	14,182,955	15,621,512	17,368,631	19,255,601	21,032,768
	Total			6,909,430	9,968,582	13,673,504	17,531,359	20,650,325	22,245,416	24,670,805	28,396,890	31,440,296	34,433,068

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CITY OF CELINA
WATER/WASTEWATER COST OF SERVICE MODEL

Wastewater Summary
Scen: **8 MGD Doe Expand 1 Phase UTRWD Debt & Trunk Line**

		Current	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
	Budget Code											
1	Personnel Svcs		1,416,209	1,971,450	2,554,420	3,337,551	3,986,485	4,517,729	5,114,776	5,862,317	6,483,980	7,136,533
2	Contractual		458,572	478,017	505,957	538,132	562,215	587,146	613,262	713,628	751,081	790,200
3	Materials & Supplies		804,597	972,020	1,173,794	1,393,579	1,604,495	1,825,726	2,059,598	2,450,174	2,727,183	3,018,554
4	Operations		250,281	297,562	416,177	585,531	685,055	788,863	900,292	1,621,383	1,821,218	2,032,156
5	Utilities		233,142	246,368	260,868	275,600	291,085	307,420	324,721	343,014	362,357	382,815
6	Administration		30,393	31,457	32,558	33,534	34,541	35,577	36,644	37,743	38,876	40,042
UTRWD-W	Upper Trinity Regional Water District- Water		-	-	-	-	-	-	-	-	-	-
UTRWD-S	Upper Trinity Regional Water District- Sewer		3,716,236	5,971,708	8,729,729	11,367,431	13,486,450	14,182,955	15,621,512	17,368,631	19,255,601	21,032,768
	Total		6,909,430	9,968,582	13,673,504	17,531,359	20,650,325	22,245,416	24,670,805	28,396,890	31,440,296	34,433,068
5.2	**Total Operating Expenses**		**6,909,430**	**9,968,582**	**13,673,504**	**17,531,359**	**20,650,325**	**22,245,416**	**24,670,805**	**28,396,890**	**31,440,296**	**34,433,068**
5.3	**Capital Outlays**		**283,900**	**283,900**	**283,900**	**283,900**	**283,900**	**283,900**	**283,900**	**283,900**	**283,900**	**283,900**
5.4	**Transfers**		**2,332,951**	**1,996,178**	**1,667,650**	**1,332,674**	**1,184,012**	**1,219,532**	**1,256,118**	**1,293,802**	**1,332,616**	**1,372,595**
5.5	**Net Revenues for Debt Service and Coverage**		**6,755,390**	**8,581,533**	**9,557,837**	**11,145,747**	**14,643,240**	**18,241,887**	**20,392,085**	**21,429,743**	**23,343,535**	**25,506,158**
	Debt Service											
	Debt Service -- Current		5,391,999	5,108,423	5,113,322	5,109,772	5,109,603	5,107,613	5,097,089	5,099,605	5,101,710	5,083,684
	Debt Service -- Future		-	66,589	1,449,573	3,957,874	5,237,604	6,338,992	7,216,238	8,502,442	13,465,195	12,761,131
5.6	**Total Debt Service**		**5,391,999**	**5,175,012**	**6,562,895**	**9,067,645**	**10,347,207**	**11,446,606**	**12,313,327**	**13,602,047**	**18,566,905**	**17,844,815**
5.7	**Total Cost of Service**		**14,918,280**	**17,423,671**	**22,187,949**	**28,215,578**	**32,465,444**	**35,195,454**	**38,524,150**	**43,576,639**	**51,623,717**	**53,934,377**
5.8	**Net Revenues for Contingency and Coverage**		**1,363,391**	**3,406,521**	**2,994,942**	**2,078,102**	**4,296,033**	**6,795,281**	**8,078,758**	**7,827,696**	**4,776,630**	**7,661,343**
	Percent of COS		8.4%	16.4%	11.9%	6.9%	11.7%	16.2%	17.3%	15.2%	8.5%	12.4%
	Debt Coverage											
	Excluding CO/Transfers		**1.74**	**2.10**	**1.75**	**1.41**	**1.56**	**1.72**	**1.78**	**1.69**	**1.34**	**1.52**
	All-Inclusive		**1.25**	**1.66**	**1.46**	**1.23**	**1.42**	**1.59**	**1.66**	**1.58**	**1.26**	**1.43**

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5500 Democracy Drive, Suite 130
Plano, TX 75024
Phone: 972.378.6588

www.willdan.com

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Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Anthony Satarino, Strategic Services Director
CC:	Robert Ranc, City Manager
Intiated by:	Ty Behringer
Date:	May 14, 2024
Re:	Appointment of Councilmembers to Various Art Selection Panels

Action Requested:
Consider and act upon the appointment of one or more Councilmembers to serve as Ex Officio members on various art selection panels. (Satarino)

Background Information:
In September 2023, Council endorsed an art selection process comprising a panel made up of three Arts and Culture Board members, one city staff representative, one resident-at-large, and one ex officio Councilmember. The Arts and Culture Board has identified three projects slated for commencement within FY2024:

1. **Downtown Patio Overhead Art Installation:** Enriching the downtown experience, this project involves funding an art installation to enhance the Downtown Patio Project, offering visual appeal and functional shade for visitors.
2. **6-Million-Gallon Ground Storage Tank Mural:** Transforming the 6-million-gallon ground storage tank into a captivating landmark, this initiative involves commissioning murals that reflect Celina's spirit and identity, thereby adding vibrancy to the cityscape.
3. **Police Headquarters Art Installation:** Enhancing the environment around the Police Headquarters, this project entails installing sculptures in a designated garden area to create an inviting and aesthetically pleasing environment.

Only one Councilmember is to serve on each panel.

Funding for these projects has been secured through previously approved bond packages.

Legal Review:

At this time, staff has not consulted the City Attorney.

Supporting Documents:

1. Appointment of Councilmembers to Various Art Selection Panels

Financial Consideration:

There are no financial obligations being considered at this time.

Staff Recommendation:

Staff recommends Council appoint one or more Councilmembers to serve an Ex Officio role on the respective art selection panels (Downtown Patio Overhead Art Installation Selection Panel, 6-Million-Gallon Ground Storage Tank Mural Selection Panel, and Police Headquarters Art Installation Selection Panel).

Appointment of Councilmembers to Various Art Selection Panels



Anthony Satarino

Art Projects

1. **Downtown Patio Overhead Art Installation:** Enriching the downtown experience, this project involves funding an art installation to enhance the Downtown Patio Project, offering visual appeal and functional shade for visitors.

2. **6-Million-Gallon Ground Storage Tank Mural:** Transforming the 6-million-gallon ground storage tank into a captivating landmark, this initiative involves commissioning murals that reflect Celina's spirit and identity, thereby adding vibrancy to the cityscape.

3. **Police Headquarters Art Installation:** Enhancing the environment around the Police Headquarters, this project entails installing sculptures in a designated garden area to create an inviting and aesthetically pleasing environment.

DOWNTOWN PATIO OVERHEAD ART INSTALLATION

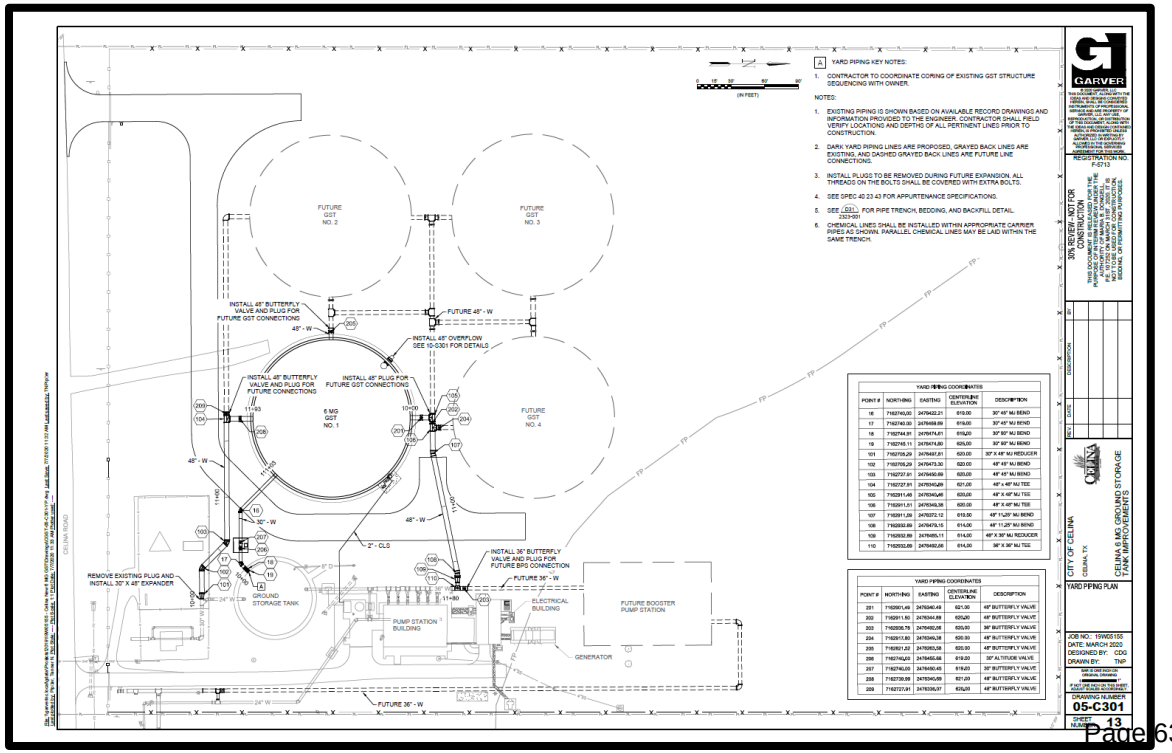




6-MILLION-GALLON GROUND STORAGE TANK MURAL







POLICE HEADQUARTERS ART INSTALLATION



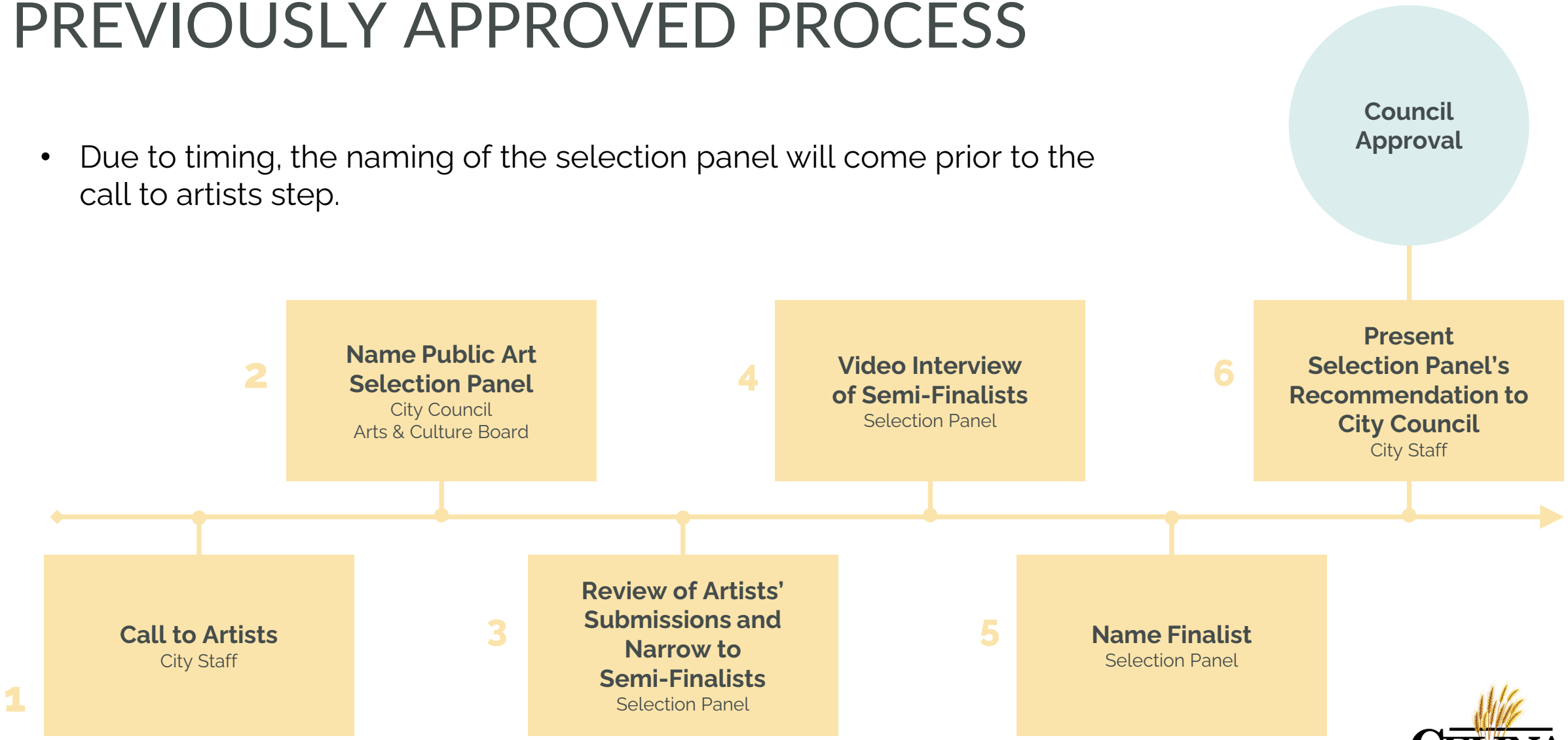


Longhorn Cattle Drive – Ft. Worth



PREVIOUSLY APPROVED PROCESS

- Due to timing, the naming of the selection panel will come prior to the call to artists step.



CELINA TEXAS EST. 1876
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PUBLIC ART SELECTION

- A Councilmember must be designated for every project.
  - This could either be the same Councilmember for all projects or a different Councilmember for each project.
  - For the Downtown Patio Overhead Art Installation, the first meeting will be held: Wednesday, May 29 from 5:30-6:30PM
  - For the other two projects, panels will be selected later in May.

Public Art Selection Panel: Downtown Patio Overhead Art Installation

1.	Arts & Culture Board Member	Brian Bender
2.	Arts & Culture Board Member	Tawnia King
3.	Arts & Culture Board Member	Victoria Lovinggood
4.	Celina resident at-large	Gregory Graham (proposed)
5.	Related City Staff Member (applicable to the project)	Trevor Ludwyck
	Council Member (ex officio)	

QUESTIONS?

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Karla Stovall, Assistant City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Karla Stovall
Date:	May 14, 2024
Re:	Termination of Marketing Services Agreement with the Celina Chamber of Commerce

Action Requested:
Consider and act upon a Resolution directing the City Manager to provide 30-day notice of termination and to terminate the Marketing Services Agreement with the Celina Chamber of Commerce. (Stovall)

Background Information:
On March 14, 2023, the City entered into a Chapter 380 Economic Development Agreement with the Greater Celina Chamber of Commerce (Chamber) outlining the responsibilities of both parties regarding various special events (380 Agreement). Additionally, on March 14, 2023, the City and the Chamber executed a Marketing Services Agreement (Marketing Agreement). The Marketing Agreement states that the City will provide the Chamber an annual payment of $25,000 to pursue marketing activities mutually determined by the Chamber and the City. Both the 380 Agreement and the Marketing Agreement are attached as part of the agenda packet.

On March 5, 2024, the City received written notice from the Chamber to terminate the 380 Agreement. Per the terms of the 380 Agreement, the agreement was terminated on May 4, 2024 (60 days following the written notice). Recently, Mayor Tubbs requested the termination of the Marketing Agreement be placed on the Council agenda for consideration. Following the potential termination of the Marketing Agreement, City staff would engage with Chamber staff to work on a new agreement mutually beneficial to both parties. Items for consideration may include cooperation with future special events, marketing cooperation and support, and mutually beneficial economic development activities in support of the City and/or the Celina Economic Development Corporation.

Legal Review:
N/A

Supporting Documents:
1. Presentation - Chamber Marketing Contract Cancellation
2. Marketing Services Agreement
3. Economic Development Agreement (Facilities Use and Special Events)
4. Resolution Terminating Chamber Marketing Agreement

Financial Consideration:
Terminates the City's $25,000 per year financial obligation to the Chamber.

Staff Recommendation:
Staff is seeking direction from City Council regarding the potential termination of the Marketing Services Agreement with the Celina Chamber of Commerce.

CELINA CHAMBER OF COMMERCE MARKETING AGREEMENT

Item requested by Mayor Tubbs

City Council
May 14, 2024



BACKGROUND

- There are 2 contracts for services between the City and Celina Chamber of Commerce
- Economic Development Agreement – March 2023 through February 2028
  - City provided access to facilities and support staff for special events and received sponsorships
  - Chamber provided alcohol sales at specified City events with 50/50 revenue share
  - Agreement was terminated by the Chamber effective May 4, 2024
- Marketing Services Agreement – March 2023 through December 31, 2027
  - City pays $25,000 annually to the Chamber for marketing services
  - Focus on Shop Local, Bank Local, and Be Local campaigns
  - Termination: contract may be terminated by either party at any time with 30 days written notice

MARKETING AGREEMENT TERMINATION

- Mayor Tubbs requested the termination of the Marketing Agreement to be placed on the agenda for Council consideration
- If Council chooses to terminate the contract, Staff would engage with the Chamber to work on a new agreement that is mutually beneficial to both parties, potentially including:
  - Special events cooperation
  - Marketing support
  - Economic development activities
- Staff is seeking direction from City Council regarding the potential termination of the Marketing Services Agreement with the Chamber

QUESTIONS?

MARKETING SERVICES AGREEMENT BETWEEN
THE CITY OF CELINA AND THE CELINA CHAMBER OF COMMERCE

This Marketing Services Agreement ("Agreement") is made between the City of Celina, Texas, ("City") and the Celina Chamber of Commerce ("Chamber")(City and Chamber are sometimes individually referred to as a "Party" and collectively as the "Parties") to be effective on the date of last signature of the Parties (the "Effective Date") for the purpose of providing for a program to promote the City through the joint efforts of the Parties hereto, who in consideration of the mutual promises, agree as follows:

RECITALS

WHEREAS, the Chamber desires to perform certain marketing services, as described herein, and the City desires to accept the services from the Chamber.

NOW, THEREFORE, for and in consideration of the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

1. **Marketing Services.** During the term of this Agreement, the Chamber shall perform marketing services, which may include costs for signage and branding, kiosk wraps, website, event equipment, computer software, golf cart branding, and other costs related to marketing the City. A cooperative focus on a Shop Local, Bank Local, Be Local Campaign with the City. The exact marketing activities will be mutually determined by the Chamber and the City.

2. **Payment for Services.** The City shall pay the Chamber twenty-five thousand dollars ($25,000.00) per year for marketing services. The payment shall not be used for operational or administrative expenses of the Chamber unless otherwise agreed to in writing by the Parties. The first annual payment shall be made within thirty (30) days from the Effective Date. Each year thereafter, the City shall make such annual payment by January 1st. Such annual payments are subject to the City's appropriation of funds in the City's annual budget each year, and the City may terminate this agreement, in accordance with Section 8, if the funds for this Agreement are not appropriated in any year.

3. **Budget.** The Parties agree to cooperate with each other in determining best marketing tools to be provided by the Chamber. The Chamber anticipates typical spending would be similar to the below anticipated budget:

    Signage and branding – $6000
    Kiosk wraps - $2800
    New Website - $6000
    Event Radios - $2000
    New Computer for marketing activities with task software program - $3000
    Golf cart branding - $2000

4. **Independent Status of Chamber.** The Chamber personnel performing services under this Agreement shall be under the direct supervision and control of the Chamber and all personnel of the Chamber shall be considered employees or agents of the Chamber and not of the City. The Chamber shall be responsible for the processing of all benefits or payment liabilities of such employees or agents, including the withholding or payment of personal income or social security taxes, as provided by applicable law, and the payment of worker's compensation premiums.

5. **Insurance.** The Chamber shall maintain policies of general liability insurance for the duration of the Agreement to protect against liability arising from its performance of this Agreement.

6. **INDEMNITY. THE CHAMBER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, SUITS, OR LIABILITIES ARISING FROM OR RELATED TO ANY ACT OR OMISSION OF THE CHAMBER, ITS OFFICERS, DIRECTORS, OFFICIALS, EMPLOYEES, OR REPRESENTATIVES IN THE PERFORMANCE OF THIS AGREEMENT AND EXPENDITURE. THIS INCLUDES PROPERTY DAMAGE, PERSONAL INJURY OR DEATH AND ALSO COVERS COSTS OF SUIT AND ATTORNEYS FEES.**

7. **Term of Agreement.** This Agreement shall be effective from the Effective Date through December 31, 2027.

8. **Termination.** Either Party may terminate this Agreement by giving written notice to the other Party thirty (30) days in advance of the termination date, in which case any unexpended funds and an accounting of expended funds paid by the City shall be paid and provided by the Chamber to the City within fifteen (15) days from the termination date.

9. **Immunity.** The Parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

10. **Assignment/Non-Transferable.** The Parties agree that neither this Agreement nor the work to be performed or goods/services provided hereunder will be assigned or transferred without the prior written consent of the City.

11. **Successors and Assigns**. The Parties, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

12. **Execution and Consideration**. This Agreement is executed by the Parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

13. **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 pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or 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:

To City of Celina:

City of Celina
Attn: City Manager
142 N Ohio
Celina, TX 75009

With Copy to:

Julie Fort
Messer, Fort, & McDonald PLLC
6371 Preston Road, Suite 200
Frisco, TX 75034

To Chamber:

Melissa Cromwell, President/CEO
Greater Celina Chamber of Commerce
110 S. Preston Road, Suite B
Celina, TX 75009

14. **Cumulative Remedies**. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

15. **Waiver of Breach**. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

16. **Parties Bound**. The Agreement shall be binding upon, and inure to the benefit of, the Parties to the Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

17. **No Third-Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

18. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the Parties.

19. **Entire Agreement**. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified, amended or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto. The subject matter of this Agreement is for marketing services only and not any other matters that may exist between the Parties past, present or future.

20. **Venue**. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

21. **Consideration.** This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

22. **Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

23. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

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

25. **Savings/Severability**. 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.

26. **Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

EXECUTED this the 14th day of March, 2023.

CITY OF CELINA

SEAN TERRY, MAYOR

ATTEST:

BY: Lauren Vaughnr
LAUREN FIELD, CITY SECRETARY
Vaughnr

CELINA CHAMBER OF COMMERCE

By: Melissa Cromwell
Its: President

ECONOMIC DEVELOPMENT AGREEMENT

This Agreement (the "Agreement") effective as of this 14th day of March, 2023, (the "Effective Date") by and between the City of Celina, Collin County, Texas a home-rule municipality (the "City") and the Celina Chamber of Commerce (the "Chamber"), a Texas non-profit corporation.

RECITALS

WHEREAS, the City is a home rule municipality duly organized and validly existing under the laws of the State of Texas and located within Collin County and Denton County, Texas; and

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to offer programs and incentives designed to promote economic development; and

WHEREAS, the Chamber provides valuable services to the Celina community in general and to Celina's businesses and visitors in particular; and

WHEREAS, the City and the Chamber desire to memorialize their cooperative efforts in promoting and organizing their special events; and

WHEREAS, the City and Chamber agree that special events provide a unique opportunity to attract visitors, highlight and support existing businesses, and attract new businesses and residents; and

WHEREAS, the Chamber has requested and the City has found and determined that it is in the best interest of the City to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Status of Parties

1.1 City. The Parties acknowledge and agree that the City is a municipal corporation formed and operating pursuant to its home-rule charter.

1.2 Chamber. Chamber represents and warrants that Chamber is a non-profit corporation formed, existing, and is in good standing under the law of the State of Texas.

Section 2. Joint Planning

2.1 The City and Chamber through their designated representatives shall advise each other of upcoming events and when possible cooperate in joint planning of events that fulfill the purposes of local economic and business development.

2.2 The Chamber shall give the City as much advance notice as possible of its need for building or facility space for the purpose of its special events.

2.3 The City is allowed a sitting board member selected by the Chamber President and the City Manager jointly. That representative shall coordinate all invites of Chamber events to the City.

Section 3. Facilities

3.1 The City currently owns or has control of the spaces and facilities which may be available for Chamber use for special events.

3.2 The City agrees to grant to the Chamber use of the Facilities which the Chamber may require for its special events provided the use of such Facilities shall not interfere with the use of such Facility.

3.3 The Chamber agrees to give the City reasonable advanced notice, in no case less than sixty (60) days, of its need for a Facility. Notice shall be given via a written application or other form deemed acceptable by the City.

3.4 The City shall have sole authority to develop criteria for the special events and base their consideration of the Chamber's application upon such criteria. However, the Parties agree that the special events typically sponsored by the Chamber benefit the Parties and will likely be approved so long as the terms of this Agreement are met.

3.5 The Chamber shall be responsible for costs associated with the use of the Facility for a special event including, but not limited to, cleaning and takedown fees.

Section 4. Special Provisions

4.1 The City intends to provide event, parks, police and fire staff for each special event subject to the determination of the City that the departments have adequate staffing and that there will be no decrease in available emergency services to the public.

4.2 In exchange for fire and police service to an event sponsored by the Chamber and not the City, the Chamber shall designate the City as at minimum a second-tier sponsor for the event. At the time of this Agreement the Parties understand that

the two special events subject to this subsection are the Winecrawl on the Square and Octoberfest.

4.3 At the following special events, the City will partner with the Chamber to share profits of the net proceeds on an equal basis from beer and wine sales:

(a) Cajun Fest
(b) 4th of July celebration
(c) Beware on the Square
(d) Beer and Wine Festival

The City shall have sole authority to select beer and wine vendors for said special events. The Chamber understands that the City may enter into sponsorship agreements with beer and wine distributors and that the Chamber shall be subject to, and adhere to, any of these sponsorship agreements.

4.4 The City shall determine the proper staffing level of emergency service personnel for all special events.

4.5 This Agreement shall commence upon the date of execution by both Parties and shall end at the expiration of five (5) years from said date unless otherwise terminated. Either party may terminate this Agreement with or without cause by providing sixty (60) days written notice to the other party.

4.6 Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

City of Celina, Texas
Jason Laumer, City Manager
142 N. Ohio Street
Celina, Texas 75009

with copies to:

Julie Fort
Messer, Fort, & McDonald PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034

Greater Celina Chamber of Commerce
Melissa Cromwell, President/CEO
110 S. Preston Road, Suite B
Celina, Texas 75009

Section 5. Miscellaneous Provisions

5.1 The Chamber shall indemnify and defend the City and its officers and employees from any and all claims arising out of the Chamber's use of the facilities and any other losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses.

5.2 Nothing in this Agreement is intended to create, nor shall be deemed or construed by the parties or any third party as creating the relationship of principal and agent, partnership or a joint venture.

5.3 Prior to using a facility the Chamber will provide proof of general liability insurance in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence and the Chamber will add the City as an additional insured.

5.4 This Agreement contains the entire agreement of the Parties and may be modified or terminated only upon mutual written agreement of the City and the Chamber.

5.5 This Agreement is performable in Collin County, Texas and exclusive venue shall lie therein. The prevailing party in any litigation required to enforce this Agreement shall additionally recover costs and attorneys' fees.

5.6 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED on the date set forth above.

CITY OF CELINA, TEXAS,
A Texas municipal corporation

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Lauren Vaughns, City Secretary

Greater Celina Chamber of Commerce

By: Melissa Cromwell, President
Melissa Cromwell, President/CEO

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Melissa Cromwell, of the Greater Celina Chamber of Commerce, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledges to me she is the duly authorized representative for the Celina Chamber of Commerce and she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of March 2023.

Janet G. Richards
Notary Public in and for the State of Texas

JANET G. RICHARDS
Notary Public, State of Texas
Comm. Expires 03-11-2026
Notary ID 6200782

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Sean Terry, Mayor of the City of Celina, Texas, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledges to me he is the duly authorized representative for the City of Celina and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of MARCH, 2023.

LAUREN FIELD
Notary Public, State of Texas
Comm. Expires 07-05-2026
Notary ID 129873163

Lauren Field
Notary Public in and for the State of Texas

CITY OF CELINA
RESOLUTION 2024-_____

A RESOLUTION OF THE CITY OF CELINA, TEXAS, DIRECTING THE CITY MANAGER TO PROVIDE 30-DAY NOTICE OF TERMINATION AND TO TERMINATE THE MARKETING SERVICES AGREEMENT BETWEEN THE CITY AND THE CELINA CHAMBER OF COMMERCE.

WHEREAS, the City of Celina, Texas (the "City") is a home rule municipality created in accordance with the provisions of the Texas Constitution, the Texas Local Government Code and is operating pursuant to enabling legislation of the State of Texas; and

WHEREAS, the City and the Celina Chamber of Commerce ("Chamber") entered into a Marketing Services Agreement ("Agreement") on March 14, 2023 for the Chamber to provide marketing services to the City; and

WHEREAS, the Agreement is effective through December 31, 2027; and

WHEREAS, Section 8 of the Agreement allows either party to terminate the Agreement with 30 days written notice; and

WHEREAS, the City Council has determined that it is in the best interest of the City to terminate the Agreement with the Chamber; and

WHEREAS, the City Manager may negotiate with the Chamber on a new contract to replace the terminated Marketing Services Agreement and present it to the City Council for consideration.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Celina, Texas:

SECTION 1: That the above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2: That the City Council directs the City Manager to terminate the Marketing Services Agreement between the City and the Celina Chamber of Commerce and to provide the 30-days' notice of termination required by Section 8.

SECTION 3: That, after due deliberations, the City Council has concluded that the adoption of this Resolution is in the best interest of the City and of the public health, safety, and welfare.

SECTION 4: That this Resolution shall take effect immediately upon its passage and execution.

DULY PASSED by the City Council of the City of Celina, Texas on the 14th day of May 2024.

_____
Ryan Tubbs, Mayor

_____
Lauren Vaughns, City Secretary