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**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JUNE 11, 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:

1. Discussion regarding Glendenning Pkwy alignment and UTRWD water easement Development Agreement.
2. Discussion regarding a Development Agreement for Legacy Branch (McAfee)
3. Discussion regarding SB 2038.

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

1. Discussion regarding Project Orange.

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

1. Discussion regarding Parvin Road land acquisition.

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

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Discussion regarding an amendment to the Batch Plant regulations in the Zoning Ordinance (McAfee)
- B. Discussion regarding potential updates to the Strategic Plan. (Satarino)
- C. Discussion regarding a Neighborhood Traffic Control Policy. (Glasgow)
- D. Discussion regarding Council Rules of Order and Procedure. (Vaughns)

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Recognition of volunteers during the May 25-26, 2024, storm. (Tubbs)
- B. Presentation of Tree City USA & Growth Awards (Mohan)
- C. EDC Local Business Report (McCarroll)

VI. OPEN FORUM:

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

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

VII. CONSENT AGENDA:

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

- A. Minutes Approval:
 - 1. City Council - Regular Meeting - May 14, 2024, 4:00 p.m.
 - 2. City Council - Special Meeting - May 14, 2024, 4:00 p.m.
 - 3. City Council - Special Meeting - June 4, 2024, 7:30 a.m.
- B. Consider and act to award bid 2024-089 for third-party inspection services from Bureau Veritas and Atlas Municipal Services, LLC, at the unit prices listed, in an amount not to exceed \$140,000.00 for both vendors. (McAfee)
- C. Consider and act to award bid 2024-101 to CEC Facilities Group, for HVAC preventative maintenance services, for an annual amount of \$52,952.00 for a five-year term total amount not to exceed \$264,760.00 plus estimated repairs at the unit prices listed not to exceed the annual budgeted amount. (Figueroa)
- D. Consider and act to authorize the City Manager to execute an Interlocal Agreement by and between the City of Celina and the Town of Prosper for Frontier Parkway median maintenance from Preston Road to the Dallas North Tollway. (Davis)
- E. Consider and act on Amendment 1 for design services for the construction of Arizona Drive from Walnut Street to Pecan Street with Kimley-Horn and Associates, Inc, for an amount not to exceed \$364,800.00. (Glasgow)
- F. Consider and act to authorize the purchase of professional services and Laserfiche licensing from MCCI through a cooperative contract with BuyBoard in an amount not to exceed \$59,283.05. (Gleason)
- G. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and North Collin County Municipal Utility District No. 1 for a cost-sharing agreement for \$680,037.01 to oversize a 12" waterline to an 18" waterline along Stallcup Road from Custer Road to Peterman Parkway. (Glasgow)
- H. Consider and act to authorize the City Manager to negotiate and execute a lease agreement by and between the City of Celina and Hemphill Towers, LLC, generally located at the NEC of future Sunset Boulevard and Roseland Parkway. (Wilson Creek Park Cell Tower – Agreement) (Behringer)
- I. Consider and act to renew the agreement with EC America, Inc., for construction management software through a cooperative contract with the General Services Administration in an amount not to exceed \$97,917.31. (Glasgow)
- J. Consider and act to approve a work authorization for design services from Freese and Nichols, Inc., for Water and Wastewater Impact Fee update in an amount not to exceed \$399,300.00. (Glasgow)

- K. Consider and act to approve a work authorization for design services from Garver, LLC., for Wastewater Master Plan update in an amount not to exceed \$438,654.00. (Glasgow)
- L. Consider and act on a Resolution approving the proposed Wilson Creek Park for submittal to Collin County Parks and Open Space Project Funding Assistance Program and providing for an effective date. (Davis)
- M. Consider and act upon an Ordinance amending the Master Fee Chart. (Master Fee Chart Revision – Commercial Water Rates) (McAfee)
- N. 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 a Development Agreement on approximately 66 acres; generally located at the northwest corner of Oklahoma Drive and Glendenning Parkway, within the City Limits. (Willard Cattle – Development Agreement) (McAfee)

IX. ACTION ITEM:

- A. Consider and act to elect a Mayor Pro Tem and Deputy Mayor Pro Tem. (Vaughns)
- B. Consider and act to authorize the City Manager to execute a contract with Conduit Architecture + Design LLC, for the design of Fire Station #4 in an amount not to exceed \$726,000.00. (Glasgow)
- 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)
- D. Consider and act to approve amendments to the Special Events Guidelines (Monaco)

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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Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee, Director of Development Services
CC: Kimberly Brawner, Assistant City Manager
Initiated
by:
Date: June 11, 2024
Re: Discussion regarding a Development Agreement for Legacy Branch.

Action Requested:

Discussion regarding a Development Agreement for Legacy Branch (McAfee)

Background Information:

Legal Review:

Supporting Documents:

None

Financial Consideration:

Staff Recommendation:



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Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee, Director of Development Services
CC: Kimberly Brawner, Assistant City Manager
Initiated
by:
Date: June 11, 2024
Re: Batch Plants - Text Amendment

Action Requested:

Discussion regarding an amendment to the Batch Plant regulations in the Zoning Ordinance (McAfee)

Background Information:

Staff is seeking Council's input on proposed changes to the City's batch plant regulations. The Zoning Ordinance currently defines "Batch Plant, Permanent" and "Batch Plant, Temporary" land uses. Batch plants needed for long-term projects, such as the construction of the Dallas North Tollway main lanes or mixed-use destination centers, often do not fit either definition. As such, Staff is proposing an additional land use, "Batch Plant, Medium Duration," for larger-scale projects that are anticipated to take longer than 6 months to complete. Please refer to the attached documents for further information.

Legal Review:

Celina's legal team has completed a preliminary review of the proposed modifications. A final review will be completed before the item is presented to the city council for approval.

Supporting Documents:

1. Staff Presentation
2. Proposed Redline
3. Draft Standards

Financial Consideration:

N/A

Staff Recommendation:

N/A

BATCH PLANTS

TEXT AMENDMENT (ZONING)

City Council – Worksession
June 11, 2024



TIMELINE

- June City Council – Worksession
- June P&Z – Worksession
- July P&Z – Public Hearing
- August City Council – Public Hearing & Action

BACKGROUND

- The Zoning Ordinance currently defines “Batch Plant, Permanent” and “Batch Plant, Temporary” land uses
- Temporary batch plants are limited to 6-months, but can be extended at the City’s discretion
- Batch plants needed for long-term projects, such as the construction of the Dallas North Tollway main lanes or mixed-use destination centers, often do not fit either definition

BATCH PLANT REQUIREMENTS

- TCEQ compliance, including distance requirements from recreational areas, schools, and/or residences
- Control of airborne dust emissions
- Noise, light, & odor mitigation
- Immediate clean-up of spills or dust
- Covered trucks to minimize emission of dust during transport
- Limits on operating hours
- Restoration of site after project completion

OVERVIEW

- Staff proposes an additional land use, “Batch Plant, Medium Duration,” for larger-scale projects that are anticipated to take longer than 6 months to complete
- Medium duration batch plants require Specific Use Permits (SUPs) in all zoning districts (i.e., are discretionarily approved by City Council)
- Additional conditions can be written into governing SUPs based upon need
- Proposed regulations are attached in the agenda packet for review and feedback

SUMMARY

Batch Plant Type	Definition	Typical Situation	Performance Regulations	Expiration	Approval Authority
Temporary	Less than 6-months (most common)	3 weeks to pour streets in a new neighborhood phase	Yes (TCEQ & City)	180 days maximum	Permit by Right (i.e. staff)
Medium-Duration	Not temporary, not permanent (less common)	Major regional roadway; mixed-use destination center	Yes (TCEQ & City)	At conclusion of the project	SUP (i.e. City Council)
Permanent	Permanent	Permanent business operations	Yes (TCEQ & City)	N/A	PD/SUP (i.e. City Council)

NEXT STEPS

- ~~June City Council – Worksession~~
- June P&Z – Worksession
- July P&Z – Public Hearing
- August City Council – Public Hearing & Action

Section 14.01.114...Land Use Definitions

Batch Plant, Medium Duration. A non-permanent manufacturing facility for the on-site production of concrete (including asphalt or similar material) during construction of a project longer than 6-months in duration, and which is removed when the project is completed. *Medium Duration* plants also include any plants that do not meet the definition of *Permanent* or *Temporary* plants, but are often in association with road or other large projects.

Batch Plant, Permanent. A permanent manufacturing facility for the on-site production of concrete ~~or~~(including asphalt or similar material) and includes the storage of those elements that make up concrete and asphalt.

Batch Plant, Temporary. A temporary manufacturing facility for the on-site production of concrete ~~or~~(including asphalt or similar material) during construction of a project shorter than 6-months in duration, and which is removed when the project is completed.

14.03.101Residential Zoning Districts Schedule of Uses.

P=permitted by right; S=Specific Use Permit required, S*=specific criteria are required as well as approval through the SUP process; C= conditions required prior to issuance of a Building Permit; Blank=not permitted. Land Uses that require a Planned Development in any district are so noted.

ARTICLE III, TABLE 1 Residential Zoning Districts	SF-E	SF-R	SF-A	SF-M	OT-R
	Single-Family Estate	Single-Family Detached	Single-Family Attached	Single-Family Manufactured Home	Downtown Residential
Batch Plant, Temporary	C	C	C	C	C

14.03.102 Non-Residential Zoning Districts Schedule of Uses.

P=permitted by right; S=Specific Use Permit required, S*=specific criteria are required as well as approval through the SUP process; C= conditions required prior to issuance of a Building Permit; Blank=not permitted. Land Uses that require a Planned Development in any district are so noted.

ARTICLE III, TABLE 2 Multi-Family and Non-Residential Zoning Districts	AG	MF	CF	C	MU	PRO/CCO	I
	Agricultural	Multi-Family All Types	Community Facilities	Commercial, Office, & Retail	Mixed Use	Preston Road/Collin County Outer Loop Overlay Districts	Industrial
Batch Plant, Medium Duration	S	S	S	S	S	S	S
Batch Plant, Permanent							S

Batch Plant, Temporary	C	C	C	C	C	C	C
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14.03.301The following land uses require specific criteria to be met in addition to City Council approval through a Specific Use Permit (SUP) or a Planned Development (PD) in order to be approved. The City Council may waive any or all of the regulations listed below as part of the SUP or PD approval process.

(d) Batch Plant, Medium Duration or Permanent

- (1) All Batch Plant, Medium Duration developments require the issuance of a Specific Use Permit (SUP) that will expire at the termination of the project, as defined within the SUP ordinance adopted by the City Council.
- (2) All Batch Plant, Permanent developments are required to obtain a Specific Use Permit (SUP) and shall be located on sites zoned Industrial District (I), or unless otherwise allowed in a Planned Development (PD).
- ~~(1) The governing SUP or PD shall dictate the site screening requirements.~~
- ~~(1) The governing SUP or PD shall dictate the architecture requirements for on-site structures.~~
- (3) Applicants shall submit a letter from The Texas Commission on Environmental Quality (TCEQ) indicating that the proposed facility meets all State requirements.
- (4) All stockpiles shall be sprinkled with water and/or dust suppressant chemicals as necessary to achieve maximum control of airborne dust emissions. The stockpile sprinkler system shall be operable at all times.
- (5) The facility shall be operated in a manner which mitigates the effect of dust, noise and odor (including covering trucks, hoppers and chutes, loading and unloading devices, mixing operation, and maintaining driveways and parking areas free of dust).
- (6) Spilled cement and fly ash used in the batch shall be cleaned up immediately and contained or dampened to minimize dust emissions due to wind erosion and vehicle traffic.
- (7) All open-bodied vehicles transporting material from a dry batch plant to the paving mixer shall be loaded with a layer of sand on top, and the truck shall be covered with a tarp to minimize the emission of dust during transport.
- (8) Application shall include an exhibit demonstrating compliance with State distance requirements between temporary batch plants (including associated stationary equipment and stockpiles) and any recreational area, school, or residence. This distance limitation does not apply to structures within the boundaries of the project for which the facility is to pour concrete, provided that the facility is located onsite or contiguous to the project.
- (9) Any site lighting shall be LED, full cutoff and downward facing, and cannot be a nuisance to adjacent properties or passersby.
- (10) The applicant shall clear the site of all equipment, material, and debris upon completion of the project, and return the area as close to its original state as reasonably possible.
- ~~(11) The facility may operate only between the hours of 7:00 a.m. to 8:30 p.m., seven days a week. Monday through Friday; 8:00 a.m. to 8:30 p.m. on Saturdays; and 1:00 p.m. to 8:30 p.m. on Sundays.~~
- (12) The City may require the applicant submit for review a customized schedule/exhibit for street sweeping, erosion control, access exhibits (including deceleration lanes),

perimeter fencing, and any other performance related concern with a causal connection to the batch plant.

~~—The governing SUP or PD shall may dictate determine certain the site screening requirements~~development standards, such as screening or other items of concern;

(13)The City may require a recurring meeting with the applicant, a communication plan for any nearby properties that may be impacted, and an emergency number for contact purposes.

(14)The following shall be grounds for the revocation of an issued permit:

- i. The facility violates any of the standards as listed on the standard exemption list adopted by the Texas Natural Resources Conservation CommissionTexas Commission on Environmental Quality (TCEQ) as amended from time to time;
or
- ii. The facility fails to comply with any of the requirements set forth in this section.

14.03.501The following temporary land uses require specific conditions to be met prior to the issuance of a building permit. These land uses are listed as C, *Conditions Required*, in the Schedule of Uses, since they shall meet the specific regulations listed below for each use prior to being issued a building permit.

(a) Batch Plant, Temporary.

~~(1) A “temporary batch plant” is defined as a manufacturing facility for the on-site production of concrete or asphalt that operates only during the construction of a project, and to be removed in its entirety upon project completion. Following removal, the tract shall be returned to its previous condition.~~

- (1) The permit for temporary concrete and asphalt batch plants shall contain an expiration date not to exceed 180 days, and shall not be transferable to any other construction company or individual. Further, the permit shall be limited to a specific construction project and shall not be transferable to any other construction project. However, upon written notice that the construction project remains a working facility, the Director may, at his sole discretion, extend the permit for an additional time period in which to complete the project.
- (2) The facility shall produce concrete or asphalt for the specific subdivision or project site upon which it is located and may not produce concrete or asphalt for any other unrelated subdivision or project.
- (3) Applicants ~~for a permit to operate a temporary concrete or asphalt batching plant~~ shall submit a letter from The Texas Commission on Environmental Quality (TCEQ) indicating that the proposed facility **is** meets ~~the all~~ State requirements.
- (4) All stockpiles shall be sprinkled with water and/or dust suppressant chemicals, ~~or both,~~ as necessary to achieve maximum control of airborne dust emissions. The stockpile sprinkler system shall be operable at all times.
- (5) The facility shall be operated in a manner which mitigates the effect of dust, noise and odor (including covering trucks, hoppers and chutes, loading and unloading devices, mixing operation, and maintaining driveways and parking areas free of dust).
- (6) Spilled cement and fly ash used in the batch shall be cleaned up immediately and contained or dampened to minimize dust emissions due to wind erosion and vehicle traffic.

- (7) All open-bodied vehicles transporting material from a dry batch plant to the paving mixer shall be loaded with a layer of sand on top, and the truck shall be covered with a tarp to minimize the emission of dust during transport.
- ~~(8)~~ Application shall include an exhibit demonstrating compliance with State distance requirements between Temporary batch plants (including associated stationary equipment and stockpiles) shall be located at least 500 feet from and any recreational area, school, or residence. This distance limitation does not apply to structures within the boundaries of the project for which the facility is to pour concrete, provided that the facility is located onsite or contiguous to the project.
- ~~(8)(9)~~ Any site lighting shall be LED, full cutoff and downward facing, and cannot be a nuisance to adjacent properties or passersby.
- ~~(9)(10)~~ The applicant shall clear the site of all equipment, material, and debris upon completion of the project, and return the area as close to its original state as reasonably possible.
- ~~(11)~~ The facility may operate only between the hours of 7:00 a.m. to 8:30 p.m., seven days a week, Monday through Friday; 8:00 a.m. to 8:30 p.m. on Saturdays; and 1:00 p.m. to 8:30 p.m. on Sundays.
- ~~(12)~~ The City may require the applicant submit for review a customized schedule/exhibit for street sweeping, erosion control, access exhibits (including deceleration lanes), perimeter fencing, and any other performance related concern with a causal connection to the batch plant.
- ~~(10)(13)~~ The City may require a recurring meeting with the applicant, a communication plan for any nearby properties that may be impacted, and an emergency number for contact purposes.
- ~~(11)(1)~~ The permit for temporary concrete and asphalt batch plants shall contain an expiration date not to exceed 180 days, and shall not be transferable to any other construction company or individual. Further, the permit shall be limited to a specific construction project and shall not be transferable to any other construction project. However, upon written notice that the construction project remains a working facility, the Director may, at his sole discretion, extend the permit for an additional time period in which to complete the project.
- ~~(12)(14)~~ The following shall be grounds for the revocation of an issued permit:
- ~~i. The facility fails to comply with any of the requirements as listed in this section;~~
~~or~~
 - i. The facility violates any of the standards as listed on the standard exemption list adopted by the ~~Texas Natural Resources Conservation Commission~~ Texas Commission on Environmental Quality (TCEQ) as amended from time to time;
~~or~~
 - ii. The facility fails to comply with any of the requirements set forth in this section.

Section 14.01.114..... Land Use Definitions

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Batch Plant, Medium Duration	S	S	S	S	S	S	S
Batch Plant, Permanent							S
Batch Plant, Temporary	C	C	C	C	C	C	C

14.03.301The following land uses require specific criteria to be met in addition to City Council approval through a Specific Use Permit (SUP) or a Planned Development (PD) in order to be approved. The City Council may waive any or all of the regulations listed below as part of the SUP or PD approval process.

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- (3) Applicants shall submit a letter from The Texas Commission on Environmental Quality (TCEQ) indicating that the proposed facility meets all State requirements.
- (4) All stockpiles shall be sprinkled with water and/or dust suppressant chemicals as necessary to achieve maximum control of airborne dust emissions. The stockpile sprinkler system shall be operable at all times.
- (5) The facility shall be operated in a manner which mitigates the effect of dust, noise and odor (including covering trucks, hoppers and chutes, loading and unloading devices, mixing operation, and maintaining driveways and parking areas free of dust).
- (6) Spilled cement and fly ash used in the batch shall be cleaned up immediately and contained or dampened to minimize dust emissions due to wind erosion and vehicle traffic.
- (7) All open-bodied vehicles transporting material from a dry batch plant to the paving mixer shall be loaded with a layer of sand on top, and the truck shall be covered with a tarp to minimize the emission of dust during transport.
- (8) Application shall include an exhibit demonstrating compliance with State distance requirements between temporary batch plants (including associated stationary equipment and stockpiles) and any recreational area, school, or residence. This distance limitation does not apply to structures within the boundaries of the project for which the facility is to pour concrete, provided that the facility is located onsite or contiguous to the project.
- (9) Any site lighting shall be LED, full cutoff and downward facing, and cannot be a nuisance to adjacent properties or passersby.
- (10) The applicant shall clear the site of all equipment, material, and debris upon completion of the project, and return the area as close to its original state as reasonably possible.
- (11) The facility may operate only between the hours of 7:00 a.m. to 8:30 p.m., seven days a week.
- (12) The City may require the applicant submit for review a customized schedule/exhibit for street sweeping, erosion control, access exhibits (including deceleration lanes), perimeter fencing, and any other performance related concern with a causal connection to the batch plant.
- (13) The governing SUP or PD may determine certain site development standards, such as screening or other items of concern. The City may require a recurring meeting with the applicant, a communication plan for any nearby properties that may be impacted, and an emergency number for contact purposes.
- (14) The following shall be grounds for the revocation of an issued permit:

- i. The facility violates any of the standards as listed on the standard exemption list adopted by the Texas Commission on Environmental Quality (TCEQ) as amended from time to time; or
- ii. The facility fails to comply with any of the requirements set forth in this section.

14.03.501 The following temporary land uses require specific conditions to be met prior to the issuance of a building permit. These land uses are listed as C, *Conditions Required*, in the Schedule of Uses, since they shall meet the specific regulations listed below for each use prior to being issued a building permit.

(a) ***Batch Plant, Temporary.***

- (1) The permit for temporary concrete and asphalt batch plants shall contain an expiration date not to exceed 180 days and shall not be transferable to any other construction company or individual. Further, the permit shall be limited to a specific construction project and shall not be transferable to any other construction project.
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 - ii. The facility fails to comply with any of the requirements set forth in this section.



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ty Behringer, Assistant to the City Manager
CC: Robert Ranc, City Manager
Initiated
by:
Date: June 11, 2024
Re: Discussion regarding potential updates to the Strategic Plan.

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. At the May 2024 Council Meeting, Council requested staff add physical connectivity, preservation of heritage, and a definition of small business. 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:

The City Attorney has not been consulted at this time.

Supporting Documents:

1. Strategic Plan Update - 6.11

Financial Consideration:

There are no financial obligations being considered at this time.

Staff Recommendation:

Staff requests feedback from Council.

STRATEGIC PLAN UPDATE

Anthony Satarino
June 11, 2024



TIMELINE

- ~~• 2024 Council Retreat — Staff receive feedback for updates~~
- ~~• May 2024 — Staff present updates for Council feedback~~
- Council comments received:
 - **Add physical component to *Be the Life Connected. City***
 - HOA Monthly Newsletters
 - Comprehensive Bond Program that has opportunity for community engagement
 - **Initiatives for protecting the culture we have today**
 - How do we define “small business”
- The bolded recommendations are what staff considered objectives and were included in the updated Strategic Plan.
- The remaining recommendations are what staff considered action items that fall within the objectives. While not expressed on the Strategic Plan, those recommendations will be considered when tasked with achieving each objective.

1

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

EXPAND ON OPPORTUNITIES FOR BOARD AND COMMISSION INVOLVEMENT.

EXPAND ON COMMUNITY VOLUNTEER OPPORTUNITIES FOR RESIDENTS AND BUSINESSES.

CREATE OPPORTUNITIES FOR PHYSICAL CONNECTIVITY.



CELINA'S DOWNTOWN

SQUARE RENDERING

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

ADOPT 5-YEAR ARTS AND CULTURE CIP WITH A FOCUS ON HERITAGE AND/OR PLACEMAKING.

ENCOURAGE STRATEGIC PARTNERSHIPS BETWEEN THE ARTS AND CULTURE COMMUNITY AND THE BUSINESS COMMUNITY TO CREATE A UNIQUE ENVIRONMENT DISTINCT TO CELINA.

POSITION DOWNTOWN TO BE A DESTINATION FOR VISITORS MORNING, DAY, AND NIGHT.

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

PREPARE A FINANCIAL PLAN BY ASSESSING THE ECONOMIC IMPACT OF VARIOUS FUTURE OUTCOMES.

PURSUE RESILIENT DEVELOPMENT AND DESIGN.

ADOPT A CULTURE OF FORESIGHT – IMPLEMENTING POLICIES AND PROCEDURES TO UNDERSTAND THE IMPACT OF TODAY'S DECISIONS ON CELINA'S FUTURE.

PROTECT THE HERITAGE OF CELINA THROUGH INNOVATIVE POLICIES AND PROGRAMS.



CELINA FIRE STATION 3
RENDERING

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

CREATE PROGRAMS AND FACILITIES THAT WILL PREPARE THE POLICE DEPARTMENT FOR THE GROWING NEEDS OF CELINA.

CREATE PROGRAMS AND FACILITIES THAT WILL PREPARE THE FIRE DEPARTMENT FOR THE GROWING NEEDS OF CELINA.

CREATE COMMUNITY SAFETY AND SERVICES THAT WILL PROTECT THE CITY'S RESIDENTS.

Be *the* City of SUSTAINABLE ECONOMIC GROWTH

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

- ADOPT AN ECONOMIC STRATEGIC PLAN.
- ADOPT A FRAMEWORK FOR GRANTS AND INCENTIVES.
- CREATE PARTNERSHIPS WITH BUSINESSES AND THE COMMUNITY TO FOSTER EFFECTIVE COMMUNITY DEVELOPMENT.



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

- CREATE AND UPDATE MAINTENANCE PROGRAMS FOR ALL CITY ASSETS FOR A FIVE-YEAR PLANNING HORIZON.
- IDENTIFY AND IMPLEMENT PROGRAMS TO BRING "SMART CITY" SOLUTIONS TO CELINA.
- ADOPT POLICIES THAT ENSURE NEW DEVELOPMENT PAYS FOR NEW INFRASTRUCTURE.

7

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

- ADOPT FUNDING SOLUTIONS TO SUPPORT SMALL BUSINESSES.
- CREATE A SMALL BUSINESS PROMOTIONAL SUPPORT PROGRAM.
- ADOPT A FORMAL INCUBATOR PROGRAM.



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

ANNUALLY FORMALIZE COUNCIL STRATEGY FOR COMMUNICATION (GOALS, EXPECTATION, ETC.).

FOSTER A SENSE OF IDENTITY THROUGH AN UPDATED BRANDING STUDY.

ADOPT A COMMUNITY STORYTELLING ACTION PLAN.

NEXT STEPS

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

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

QUESTIONS?



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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
Initiated
by:
Date: June 11, 2024
Re: Neighborhood Traffic Control Policy

Action Requested:

Discussion regarding a Neighborhood Traffic Control Policy. (Glasgow)

Background Information:

The City of Celina adopted the Neighborhood Vision Book and modified subdivision standards to implement passive traffic control such as shorter streets, curvilinear roadway design, narrower streets, and traffic-calming devices. However, the staff receives resident requests for additional traffic control within neighborhoods. The City of Celina has contracted with Kimley-Horn & Associates to develop a traffic control policy for the city of Celina that can be implemented city-wide to effectively and consistently apply standards to traffic control requests. Their presentation will discuss some of the key features of a traffic control policy, the possible toolbox options available for application within the City of Celina, and an example of a potential process in the evaluation.

Legal Review:

N/A

Supporting Documents:

1. Celina Traffic Calming Presentation_06052024

Financial Consideration:

N/A

Staff Recommendation:

NA

CITY OF CELINA TRAFFIC CONTROL POLICY

Andy Glasgow, P.E., PMP, CFM

Nathan Ante, P.E.

Kimley»Horn



Tonight's Agenda

- 1 Introduction
- 2 What is a Traffic Control Policy? Why are we considering one?
- 3 Traffic Control Policy Process
- 4 Toolbox
- 5 Staff Recommendation and Timeline
- 6 Your Feedback and Next Steps

What is a Traffic Control Policy?

- A Traffic Control Policy defines the process for screening, evaluating, approving, implementing, and maintaining traffic calming (including speed reduction) measures *consistently* for various scenarios (either resident/HOA-initiated requests or City-recommended need).
- The Policy typically includes the following elements:
 - Investigation Request Form
 - “Toolbox” (pros/cons, costs, and best practices)
 - Decision Matrix (evaluation criteria)
 - Public Notification
 - Implementation Steps

Neighborhood Streets – Speed Limits

- Texas Statutes Transportation Code, Section 545.352 – PRIMA FACIE SPEED LIMITS states that unless special hazard exists that requires a slower speed for compliance with Section 545.351(b), the following speeds are lawful:
 - ✓ 30 miles per hour in an urban district on a street other than an alley and 15 miles per hour in an alley
- Municipalities have the authority to alter prima facie speeds in accordance with Transportation Code, Section 545.356 based on the results of an engineering and traffic investigation.

Why are we considering one?

- Celina has been receiving requests to evaluate traffic calming and speed limits in neighborhoods.
- The Policy will define and streamline the process, consistently.
- The Policy will address a series of questions and topics, including:
 - a. *What makes a road eligible?*
 - b. *What is the process to initiate and apply for traffic control?*
 - c. *What support is needed to apply for traffic control?*
 - d. *How is the design determined and who leads it?*
 - e. *Are any tools in the toolbox not allowed?*
 - f. *Is there a vote for the recommendation?*
 - g. *Who approves a project?*
 - h. *What is the minimum time for an improvement to remain?*
 - i. *What is the process to remove traffic control measures?*
 - j. *Mid-block pedestrian crossings.*
 - k. *Funding of installation and/or removal.*
 - l. *On-street parking.*
 - m. *Traffic control measure for arterials.*

TRAFFIC CONTROL POLICY PROCESS - EXAMPLE

1. Investigation Request

A **REQUEST** form would be completed by a resident or neighborhood representative.

The form would include the following:

- A. Applicant Contact Information
- B. Description of Concern
- C. Supporting Signatures

2. Engineering Evaluation

Must meet **BASIC** or **SPECIALIZED** criteria

If neither are met, traffic calming measures will not be recommended.

A summary will be completed outlining the analysis and recommendations.

-Police, Fire and EMS will be consulted.

3. Public Notification

Evaluation results presented to applicant.

The Public is notified and comments received.

4. Implementation

Recommendations are installed.

TRAFFIC CALMING TOOLBOX



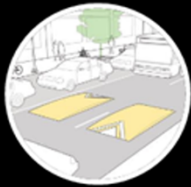
STRIPING



FEEDBACK
SIGNS



PUBLIC
EDUCATION



SPEED CUSHIONS



BULB-OUTS



RAISED CROSSWALKS



MINI ROUNDABOUTS



RAISED CENTRAL MEDIANS

Staff Recommendations

- Develop a Traffic Control Policy (2 months), including:
 - ✓ Investigation Request Form
 - ✓ “Toolbox” (pros/cons, costs, and best practices)
 - ✓ Decision Matrix (evaluation criteria)
 - ✓ Public Notification
 - ✓ Implementation Steps
- Traffic Control Policy Adoption (1 month)

Your Feedback and Next Steps

Kimley»Horn





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City Secretary's Office
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Lauren Vaughns, City Secretary
CC: Karla Stovall, Assistant City Manager
Initiated
by:
Date: June 11, 2024
Re: City Council Rules of Order and Procedure

Action Requested:

Discussion regarding Council Rules of Order and Procedure. (Vaughns)

Background Information:

The City of Celina Charter Section 3.05 provides that the City Council shall determine its own rules of procedure. These shall be in effect upon adoption by the City Council and until such time as amended, suspended, or new rules are adopted in the manner provided. A review of the existing rules of procedure is provided below.

MAYOR IS PRESIDING OFFICER: Consistent with Charter Section 3.01, the Mayor shall be the presiding officer. In the role of presiding officer, the Mayor will assist the City Council in maintaining focus on agenda discussions and deliberations and ensuring the efficiency of the meeting.

MAYOR PRO TEM/DEPUTY MAYOR PRO TEM: Pursuant to Charter Section 3.06, the Council shall elect one of its members as Mayor Pro Tem, who shall temporarily perform the duties of Mayor in case of the absence or inability of the Mayor to perform the duties of office, and who shall for such time be vested with all powers belonging to the Mayor. Pursuant to Charter Section 3.06, the City Council shall elect one of its members as Deputy Mayor Pro Tem, who shall perform the duties of Mayor in the case of the absence or inability of the Mayor or Mayor Pro Tem to perform the duties of his/her office, and who, shall during that time, be vested with all the powers and responsibilities belonging to the Mayor.

REGULAR MEETINGS: Consistent with Ordinance No. 2013-10, regular meetings of the City Council will be held on the second Tuesday of each month at any location designated by the City

Council and at such times to be prescribed by the City Council. All meetings of the City Council shall be held in accordance with the Texas Open Meetings Act.

CITIZEN PARTICIPATION: In accordance with Section 1.03.035 of the Code of Ordinances, the presiding officer may limit the discussion per citizen to three minutes.

ESTABLISHING THE CITY COUNCIL MEETING AGENDA: Pursuant to Charter Section 4.03, the City Manager shall prepare and recommend items for inclusion in the official agenda for City Council meetings.

Following the May 14, 2024, City Council meeting, Council Member Grumbles and Council Member Koehne requested staff to bring forward additional guidelines to mitigate the potential for specific agenda items to substantially lengthen council meetings. Specifically, Council Member Grumbles and Council Member Koehne requested a limit on the amount of time allotted for applicants to address Council during public hearings. Additionally, Council Member Grumbles requested Council re-consider the number of regularly-scheduled Council meetings held per month. Based on that feedback, as well as its own analysis regarding the best way to control the length of meetings, staff is recommending the following guidelines be adopted:

- **Time Limits During Public Hearings** - Staff is recommending that applicants be allotted 10 minutes to address City Council during public hearings, with all other speakers allowed three minutes to address Council. Additionally, a timer will be installed so both the speaker and the presiding officer can monitor the amount of time remaining to address the Council.
- **Purchases Placed on Consent vs. Action Items** - There are not any guidelines regarding which items are placed on the consent agenda vs. which items are included on the action section of the agenda. Currently, the City Manager is placing all purchases greater than \$1,000,000 as action items to balance the length of Council meetings and the desire to be transparent when considering large purchases. Staff is seeking Council's feedback regarding its approval of this practice.
- **Number of Regularly-Scheduled Meetings** - Currently, there is one regularly-scheduled Council meeting per month, starting with executive session at 4:00 pm. Council Member Grumbles requested Council reconsider the number of regularly-scheduled Council meetings per month, potentially moving to two regularly scheduled Council meetings per month. Two Council meetings per month can reduce the number of agenda items considered on each Council agenda and reduce the time that Council, applicants, and staff must wait to consider items between Council meetings.

Legal Review:

N/A

Supporting Documents:

1. Staff Presentation

Financial Consideration:

N/A

Staff Recommendation:

Staff is seeking Council's feedback and direction regarding the potential changes to the City Council Rules of Order and Procedure as outlined in this staff report.

CITY COUNCIL RULES OF ORDER AND PROCEDURE

Lauren Vaughns
June 11, 2024



MAYOR IS PRESIDING OFFICER

City Charter Section 3.01

- Mayor shall be the presiding officer
- Mayor ensures efficiency of the meeting

City Charter Section 3.06

- Mayor Pro Tem shall temporarily perform the duties of Mayor in case of the absence of the Mayor
- Deputy Mayor Pro Tem shall temporarily perform the duties of Mayor in case of the absence of the Mayor and Mayor Pro Tem

COUNCIL MEETING MANAGEMENT

Regular Meetings: Ordinance No. 2013-10

- Regular meetings of the City Council will be held on the second Tuesday of each month

Citizen Participation: Code of Ordinances Section 1.03.035

- The presiding officer may limit the discussion per citizen to three minutes

Establishing the City Council Meeting Agenda: City Charter Section 4.03

- The City Manager prepares and recommends items for inclusion in the official agenda

COUNCIL FEEDBACK

Time limits during public hearings (requested by Council Members Grumbles and Koehne)

Applicant

- 10-minute time limit (requested by Council Member Grumbles and Koehne)
- Add physical timer

Members of the public

- 3-minute time limit consistent with Open Forum

COUNCIL FEEDBACK

Items for consent vs. items for action

For transparency purposes, the City Manager places all purchases \$1,000,000+ on action items

COUNCIL FEEDBACK

Number of Council meetings per month (added per Council Member Grumbles)

2 meetings per month

- Length of meetings
 - Limits length of time between regularly-scheduled council meetings
-
- Should 4:00 p.m. start time continue moving forward?

QUESTIONS



Located on the south side of the Celina square, Heyday is a cocktail bar and kitchen focusing on fresh comfortable flavors with a fun twist. Our vision is to create a space where every visit is an adventure, a journey into the world of exquisite flavors and innovative mixology. Heyday is not just a restaurant; it's a destination for those who appreciate the finer things in life. Join us and immerse yourself in a world of culinary delight and craft cocktails that are sure to tantalize your taste buds and stir your senses.

Hours:

Monday – Thursday: 11:00am – 12:00am

(Kitchen is open till 10pm and the bar stays open till 12 midnight)

Friday: 11:00am – 2:00am

(Kitchen stays open till 10pm and bar will close at 2am)

Saturday: 3:00pm – 2:00am

Sunday: 3:00pm – 12:00am

Website: Heydaycelina.com **Phone:** (469) 654-4328

Address: 322 W. Walnut St. Celina, TX 75009





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**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, MAY 14, 2024
4:00 PM
MINUTES**

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the Special Meeting of the Celina City Council to order at 4:00 p.m. on Tuesday, May 14, 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. CANVASS OF ELECTION RESULTS:

- A. Conduct the canvass and consider and act to adopt a Resolution declaring the results of the Joint General Election held on May 4, 2024. (Vaughns)

Upon a motion by Councilmember Koehne and a second by Councilmember Wigginton, the Council voted five (5) for and none (0) against to approve Resolution No. 2024- 29R. The motion carried.

RESULT:	Passed
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

III. OATHS OF OFFICE:

- A. Administration of the Oath-of-Office and presentation of the Certificate-of-Election to the newly elected Councilmembers for Place Nos. 2 and 3. (Vaughns)

Lauren Vaughns, City Secretary, administered the oath of office to Eddie Cawlfeld for

Councilmember, Place 2, and Andy Hopkins for Councilmember, Place 3,

IV. **ADJOURNMENT:**

Mayor Tubbs adjourned the Special Meeting of the Celina City Council at 4:03 p.m. on Tuesday, May 14, 2024.

Ryan Tubbs, Mayor

Lauren Vaughns, City Secretary

Date



Life Connected.

**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, MAY 14, 2024
4:00 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 4:05 p.m. on Tuesday, May 14, 2024.

Attendee Name	Organization	Title	Status
Ryan Tubbs	City of Celina	Mayor	Present
Philip Ferguson	City of Celina	Place 1	Present
Eddie Cawlfeld	City of Celina	Place 2	Present
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 4:08 p.m.

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.

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 20238.
- 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.

The Celina City Council reconvened into Open Session at 6:09 p.m.

- 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.

Upon a motion by Council Member Wigginton and a second by Council Member Grumbles, the City Council voted four (4) for and three (3) opposed, with Mayor Tubbs voting to break the tie, to appoint Anthony Satarino as the Director of the Celina Economic Development Corporation. The motion carried.

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

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

- A. National Public Works Week Proclamation. (Figueroa)
Mayor Tubbs proclaimed May 19-25, 2024, as National Public Works Week.
- B. National Police Week Proclamation. (Cullison)
Mayor Tubbs proclaimed May 10-16, 2024, as National Police Week.

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Discussion regarding potential updates to the Strategic Plan. (Satarino)
Anthony Satarino, Director of Strategic Services, discussed changes to the Strategic Plan.

- B. Discussion regarding the 2024 Neighborhood Integrity Program Grant. (Satarino)
Anthony Satarino, Director of Strategic Services, discussed the 2024 Neighborhood Integrity Grant Program.
- C. Discussion regarding the City Council joint meeting schedule. (Satarino)
Anthony Satarino, Director of Strategic Services, discussed City Council's joint meeting schedule.
- D. Discussion of the Wilson Creek Park schematic design. (Webb)
Cody Webb, Director of the Parks & Recreation Department, discussed the Wilson Creek Park schematic design.
- E. Update on TxDOT summary of FM 455 project. (Glasgow)
Andy Glasgow, Director of the Engineering Department, provided an update of the TxDOT Summary of FM 455 Project.
- F. Discussion regarding Special Events Guidelines. (Monaco)
Joe Monaco, Director of Marketing and Communications Department, discussed the Special Events Guidelines.

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.

Dorothy Allen spoke regarding the Celina Economic Development Corporation director.
Barton Johnson spoke regarding the 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 D from the Consent Agenda for individual consideration.

Upon a motion by Council Member Hopkins and a second by Council Member Ferguson, the Council voted six (6) for and none (0) opposed to approve all remaining items on the Consent Agenda. The motion carried.

RESULT:	Passed
MOVER:	Council Member, Place 3 Andy Hopkins
SECONDER:	Council Member, Place 1 Philip Ferguson
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfeld
NAYES:	None

- 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)
- 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)

RESOLUTION NO. 2024-23R

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.

- 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)

RESOLUTION NO. 2024-24R

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

- 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)

RESOLUTION NO. 2024-25R

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.

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

RESOLUTION NO. 2024-26R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, RENAMING A SECTION OF COUNTY ROAD 58 TO NORTH CELINA PARKWAY.

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

RESOLUTION NO. 2024-27R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS,

APPROVING AMENDED AND RESTATED ORGANIZATIONAL BYLAWS OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

- 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)

ORDINANCE NO. 2024-24

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 CONTINGENCY 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.

- 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)

ORDINANCE NO. 2024-26

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.

VIII. ITEM REMOVED FROM CONSENT FOR INDIVIDUAL CONSIDERATION:

- 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)
Upon a motion by Council Member Wigginton and a second by Council Member Hopkins, the Council voted six (6) for and none (0) opposed to approve a work authorization for design services to Kimley Horn and Associates for Roadway Impact Fee update in an amount not to exceed \$220,000. The motion carried.

RESULT:	Passed
MOVER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
SECONDER:	Council Member, Place 3 Andy Hopkins
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon

	Grumbles, Eddie Cawlfeld
NAYES:	None

IX. 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)
Mayor Tubbs opened the public hearing at 8:07 p.m.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:07 p.m.

Upon a motion by Council Member Hopkins and a second by Council Member Koehne, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024-28. The motion carried.

RESULT:	Passed
MOVER:	Council Member, Place 3 Andy Hopkins
SECONDER:	Council Member, Place 5 Mindy Koehne
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfeld
NAYES:	None

ORDINANCE NO. 2024-28

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 (SFA); 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 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)

Mayor Tubbs opened the public hearing at 8:37 p.m.

The following individuals spoke in support of the rezoning of the property:

- Tiffany Hoggard
- Tom Maglisceau
- Vicky Hogue
- Ellyn Hewett
- Reagan Hix
- Jackie Robinson
- Ranjit
- Shavad Chauhan
- Yash Chauhan
- Naresit Reddy
- Karthik Bhaskar
- Lori Bhaskar
- Jacob Kern
- April Isaacs

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

Mayor Tubbs reopened the public hearing at 9:56 p.m.

The following individuals spoke in opposition to the rezoning of the property:

- Barb Ivey
- Dick Ivey

With no one else wishing to speak, Mayor Tubbs closed the public hearing at 10:21 p.m.

Upon a motion by Council Member Ferguson and a second by Council Member Wigginton, the Council voted two (2) for and four (4) against to approve the Ordinance. The motion failed.

RESULT:	Failed
MOVER:	Council Member, Place 1 Philip Ferguson
SECONDER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
AYES:	Wendie Wigginton, Philip Ferguson
NAYES:	Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfild

Mayor Tubbs recessed the Regular Meeting at 10:38 p.m.

Mayor Tubbs reconvened the Regular Meeting at 10:48 p.m.

X. 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)
- Upon a motion by Council Member Hopkins and a second by Council Member Ferguson, the Council voted six (6) for and none (0) against to approve Ordinance No. 2024-29. The motion carried.

RESULT:	Passed
MOVER:	Council Member, Place 3 Andy Hopkins
SECONDER:	Council Member, Place 1 Philip Ferguson
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfild
NAYES:	None

ORDINANCE NO. 2024-29

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.

- 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)

Upon a motion by Council Member Wigginton and a second by Council Member Koehne, the Council voted six (6) for and none (0) against to table the item until the June 11, 2024, City Council meeting. The motion carried.

RESULT:	Tabled - June 11, 2024 4:00 p.m.
MOVER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
SECONDER:	Council Member, Place 5 Mindy Koehne
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfild
NAYES:	None

- 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)

Upon a motion by Council Member Wigginton and a second by Council Member Koehne, the Council voted six (6) for and none (0) against to award bid 2024-108 Addendum 2 for the 2024 Annual Street Maintenance (ASM) project to Apple Pavement Services, LLC. The motion carried.

RESULT:	Passed
MOVER:	Deputy Mayor Pro Tem, Place 4 Wendie Wigginton
SECONDER:	Council Member, Place 5 Mindy Koehne
AYES:	Andy Hopkins, Wendie Wigginton, Mindy Koehne, Philip Ferguson, Brandon Grumbles, Eddie Cawlfild
NAYES:	None

- 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)

Upon a motion by Council Member Hopkins and a second by Council Member Ferguson, the Council voted six (6) for and none (0) opposed 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. The motion carried.

RESULT:	Passed
MOVER:	Council Member, Place 3 Andy Hopkins
SECONDER:	Council Member, Place 1 Philip Ferguson
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfild
NAYES:	None

- 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)

Upon a motion by Council Member Wigginton and a second by Council Member Hopkins, the Council voted six (6) for and none (0) against to authorize the City Manager to execute a work authorization with Garver, LLC. The motion carried.

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

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

Upon a motion by Council Member Hopkins and a second by Council Member Grumbles, the Council voted six (6) for and none (0) against to approve Resolution No. 2024-28R. The motion carried.

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

RESOLUTION NO. 2024-28R

A RESOLUTION OF THE CITY OF CELINA, TEXAS, ACCEPTING THE RESULTS OF THE 2024 WATER AND WASTEWATER RATE STUDY.

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

The following Council Members were appointed to serve as ex officio on several art selection panels for projects throughout the City:

Police Department - Council Member Wendie Wigginton
 Storage Tank - Council Member Eddie Cawlfild
 Downtown - Council Member Andy Hopkins

No action was taken.

- 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)

Upon a motion by Council Member Hopkins and a second by Council Member Koehne, the Council voted six (6) for and none (0) against to deny the Resolution. The motion carried.

RESULT:	Passed
MOVER:	Council Member, Place 3 Andy Hopkins
SECONDER:	Council Member, Place 5 Mindy Koehne
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfeld
NAYES:	None

- XI. ADJOURNMENT:
Mayor Tubbs adjourned the Regular Meeting of the Celina City Council at 11:30 p.m.

Ryan Tubbs, Mayor

Lauren Vaughns, City Secretary

Date



Life Connected.

**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JUNE 4, 2024
7:30 AM
MINUTES**

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the Special Called Meeting to order at 7:30 a.m. on Tuesday, June 4, 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	Absent
Eddie Cawlfeld	City of Celina	Place 2	Present
Andy Hopkins	City of Celina	Place 3	Present
Wendie Wigginton	City of Celina	Place 4	Present
Mindy Koehne	City of Celina	Place 5	Absent
Brandon Grumbles	City of Celina	Place 6	Present

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding the City's response to the May 25-26, 2024, storms.

Fire Chief Metdker provided an overview of the timeline and the Fire Department's response to the May 25-26, 2024 storms.

Police Chief Cullison provided an overview of the Police Department's response to the May 25-26, 2024, storms.

Council expressed their desire for the City to continue to respond and provide assistance to those in the County.

IV. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 8:09 a.m.

Ryan Tubbs, Mayor

Lauren Vaughns, City Secretary

Date



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee, Director of Development Services
CC: Kimberly Brawner, Assistant City Manager
Initiated by: Cruz Hernandez
Date: June 11, 2024
Re: Third-Party Inspections

Action Requested:

Consider and act to award bid 2024-089 for third-party inspection services from Bureau Veritas and Atlas Municipal Services, LLC, at the unit prices listed, in an amount not to exceed \$140,000.00 for both vendors. (McAfee)

Background Information:

The City of Celina maintains an active third-party inspection contract that allows the City to provide minimum service levels. This additional assistance is critical during times of training, vacation, sickness, or during times of higher service calls.

On March 14, 2024, the City received responses to bid 2024-089 for Third-Party Residential Building Inspection Services. The responses included hourly rates, overtime hourly rates, and holiday hourly rates for inspection services. Staff received four qualified bidders. The applicants were reviewed and scored. Staff completed in-person interviews for the top three candidates. Staff recommends awarding the bid to the two (2) vendors who have demonstrated an acceptable track record of service to the City of Celina. The current rate for both vendors is \$125.00 per hour, and the new contract keeps the price the same with no increase. Awarding the proposed contract ensures that essential services are further protected.

The contract period is July 1, 2024 through June 30, 2025, with four optional one-year renewals.

Legal Review:

Contract has been previously reviewed and approved.

Supporting Documents:

1. Agreement - Atlas Municipal Services LLC - Third-Party Inspections Partially Executed
2. Agreement - Bureau Veritas - Third-Party Inspections - Partially Executed
3. Agenda Recap
4. Bid Tabulation by Line Item
5. Scoring Round - Initial Round by Committee
6. Scoring Round - Interview Ranking

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 approval as presented.

City of Celina, Texas
Standard Contract for Services

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (hereinafter referred to as the "City") and **Atlas Municipal Services LLC** (hereinafter referred to as the "Provider") for **Third-Party Residential Building Inspection Services (2024-089)**, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The City agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: **Third-Party Residential Building Inspection Services** (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, B, and C, attached hereto and incorporated herein by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in **Exhibit A – Request for Proposal**. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the City in writing.
3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written notification from the City. Time is of the essence for this Agreement and work is to commence immediately or as requested.
4. **CONTRACT PERIOD.** The contract period for this agreement is July 1, 2024 through June 30, 2025, with four optional one-year renewals.
5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in **Exhibit B – Supplier Response**, attached hereto, and incorporated herein by reference.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after the City's receipt of the invoice for the previous month's Services or as set forth in **Exhibit A**.
7. **INVOICING.** Invoices should be prepared and submitted to the City for payment. Invoices should be mailed to Accounts Payable, City of Celina, 142 N. Ohio, Celina, TX 75068, or **emailed to accountspayable@celina.gov**.
8. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to the Provider.
9. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in **Exhibit C – Insurance Requirements**. Failure to maintain the required insurance may result in immediate termination of this Agreement.
11. **INDEMNIFICATION.** **THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS**

DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

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

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

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

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

15. **TERMINATION OF CONTRACT.** The City may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the City shall notify the Provider and the Provider shall be given seven (7) days to cure such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the City, the City may terminate this Agreement upon written notice as provided herein.

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

The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work

actually completed up to the termination date. This provision shall not deprive the City of any remedies against the Provider that may be available under applicable law.

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

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

Provider

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

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.
26. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Collin County, Texas.
27. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.
28. **SERVICE REQUEST CUTOFF TIME.** A 5:00 PM CST cutoff time for next-day service requests will be honored by the Provider.
29. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the City and the Provider, as indicated below.

EXECUTED in single or multiple originals.

CITY OF CELINA

Robert Ranc, City Manager

Date

PROVIDER

Lee Swain
Lee Swain (May 27, 2024 14:44 CDT)

Lee Swain Managing Member

Type/Print Name and Title

May 27, 2024

Date



Life Connected.
CITY OF CELINA

REQUEST FOR PROPOSAL

THIRD-PARTY RESIDENTIAL BUILDING INSPECTION SERVICES

RFP #2024-089

ELECTRONIC SUBMITTAL IS PREFERRED.

WWW.CELINA-TX.GOV/BIDS

The City strongly requests that vendors submit responses electronically. Electronic submission eliminates errors, unnecessary work, and is friendlier to the environment.

For additional information concerning this bid, please contact
Ben Sutton, Buyer at (972) 342-2682 or
purchasing@celina-tx.gov.

Late responses will not be accepted.
Email or facsimile-submitted bids will not be accepted.

Virtual Bid Opening Information:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 272 601 600 915

Passcode: YT8CCJ

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 469-848-0201,,13313990#](#) United States, Dallas

Phone Conference ID: 133 139 90#

[Find a local number](#) | [Reset PIN](#)

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SECTION 1: INSTRUCTIONS

1.1 SUBMISSION

Offerors may submit proposals electronically. The City's preference is electronic submission. Refer to Section 4 for detailed submission instructions.

1.2 NO OFFER/NO BID

The City is appreciative of the time and effort you must expend to submit an offer. If you choose not to respond, we would greatly appreciate you indicating any requirement that may have influenced your decision.

1.3 INCLEMENT WEATHER

In the event of inclement weather and City offices are officially closed on the due date, responses will be received until 3:00 PM of the next business day at which time submittals will be publicly opened.

1.4 ACCEPTANCE

It is understood that the City of Celina reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of the City. Receipt of any proposal shall under no circumstances obligate the City to accept the lowest proposal. The award of the contract shall be made to the responsible proposer whose proposal is determined to be the lowest and best-evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposal.

1.5 SUBMITTAL OF CONFIDENTIAL MATERIAL

The Owner considers all Proposal information, documentation and supporting materials submitted in response to this Request for Proposal to be non-confidential and/or non-proprietary in nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.) after the award of the contract except for trade secrets and confidential information which the Offeror identifies as proprietary. Any material that is to be considered as CONFIDENTIAL/PROPRIETARY in nature must be clearly marked on each applicable page by the proposer. Marking your entire proposal CONFIDENTIAL/Proprietary is not in conformance with the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.).

1.6 DISCLOSURE OF CERTAIN RELATIONSHIPS

Chapter 176 of the Texas Local Government Code requires that any proposer or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the proposer or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. Additional information on the statute is available at: <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

By submitting a response to this request, the proposer represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

1.7 DISCLOSURE OF INTERESTED PARTIES

In compliance with Section 2252.908 of the Texas Government Code, the City of Celina may not enter into a contract with a business entity as a result of acceptance or award of this solicitation unless the business entity submits a disclosure of interested parties form as required by this statute. Notification will be given to the business entity recommended for award upon which the business entity will be required to submit the completed form prior to award.

Additional information on the statute may be found at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.8 INFORMATION / QUESTIONS

All questions shall be posted to the City's electronic bidding service, by the deadline stated. All questions and answers will be posted online. Proposers are responsible for ensuring all answers to questions are reviewed before the submittal date. Answers provided to posted questions address minor irregularities and are for clarification purposes only and do not revise or modify the specifications. Answers to questions that result in revisions to the specification will be addressed by Addendum. No oral statement of any person shall modify or otherwise change or affect the specification.

1.9 ASSIGNMENT

The successful bidder shall not sell, assign, transfer, or convey the contract in whole or in part, without the prior written consent of the City.

1.10 PROPOSER RESPONSIBILITY

It is the responsibility of each proposer before submitting a proposal:

1. To examine thoroughly the specification documents and other related data identified in the proposal documents, to visit the site to become familiar with and satisfy the proposer as to the general, local, and site conditions that may affect cost, progress, performance, etc.
2. To consider federal, state, and local laws and regulations that may affect costs, progress, performance, or furnishing of the work.
3. To study and carefully correlate the proposer's knowledge and observations with the contract documents and other related data.
4. To promptly notify the City's Purchasing Director of all conflicts, errors, ambiguities, or discrepancies that the proposer has discovered in or between the contract documents and such other related documents.

SECTION 2: SPECIFICATION / SCOPE OF WORK

Introduction

The City of Celina is accepting proposals from qualified firms to provide residential building inspection services, necessary to supplement the work done by City staff in accordance with the terms, conditions, and requirements outlined in this Request for Proposal (RFP). This RFP provides interested firms with the information necessary to prepare and submit their qualifications, general conditions pricing, and fees for consideration.

Term

The contract is for one year (1) with the option to renew the agreement for up to four (4) additional one (1) year periods. Both parties must be in agreement. Either party must notify the other within sixty days of intent not to renew the contract.

Multiple Awards

The City seeks to contract with multiple firms.

Minimum Requirements

- Inspectors must have the following state/ ICC certifications and licenses.
 1. Texas State Board of Plumbing Examiners Inspectors license
 2. Minimum of 3 ICC Certifications
- Available resources to accommodate requests made before 5 PM for service the following business day.
- Inspection services will be conducted as required by the City's [building code](#) as adopted by the City, residential code, mechanical code, electrical code, plumbing code, fuel gas code, and energy code.
- Must have a working knowledge of MyGov V5 or current permitting software.
- Must provide own tablet/laptop and technical equipment with the ability to connect to a cellular network.
- Must provide own transportation.
- Must bill hourly – An estimated 800 hours of service are required per year.

Scope of Work

This proposal will include but is not limited to, the following services:

- On-call inspections of projects under varying stages of construction.
- Verify project compliance with all current building codes, subdivision, and zoning regulations.
- Verification of required trade licenses by persons performing work within the city while inspecting job sites.

- Review form surveys and approved plans to verify project approvals.
- Interpret building codes and answer questions regarding permissible construction methods or materials.
- Communicate with chief building inspectors regarding any conflicts or disputes.
- Inspections are to be performed from 7 AM to 4 PM Monday through Friday only.
- Must provide background checks for employees.
- Must ensure confidential citizen information is controlled within the vendor organization.

Insurance

ALL RESPONDENTS must submit and agree to maintain during this contract in accordance with the City's Insurance Requirements attached as Exhibit 2. Prior to the execution of this contract, the successful firm will supply the Purchasing Office with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

Questions Deadline

The City of Celina requires all questions relating to this RFP be submitted in writing through the City's e-procurement system.

Submittals

For your submission to be considered responsive, respondents must complete in its entirety the Statement of Qualifications document. Failure to provide the requested information in the format requested may cause your submission to be deemed as non-responsive.

SECTION 3: EVALUATION

A committee will evaluate submissions received in accordance with the general criteria defined herein. Failure of respondents to provide in their submission any information requested in this RFP may result in disqualification of the submission. The objective of the review committee will be to select the Firm that is the most highly qualified to service the City's needs. The decision made by the City of Celina will be final.

The agreement will be awarded based on the following evaluation criteria:

- Cost Proposal (50 Points)
- Experience (Municipal experience preferred) (25 Points)
- Capacity to perform (20 Points)
- Previous Experience with the City (5 Points)

Interviews and Presentations

In fairness to all firms, requests for interviews or private meetings before the closing time and date will not be permitted. Interviews with selected firms may or may not be requested by the City after the closing date. Selection may be made strictly from the information provided in the RFP. However, the City reserves the right to conduct interviews with and request presentations from any respondents.

SECTION 4: SUBMITTAL PROCEDURES

3.1 SUBMISSION REQUIREMENTS

The City uses an electronic procurement system to deliver and accept bids/proposals. Electronic submission is not required, however, the City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment. Your cooperation is appreciated. Email or Fax submissions will not be accepted.

3.2 BID SUBMITTALS

Bids shall be submitted on the forms provided to insure complete uniformity of wording of all bids. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

3.3 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation the proposer agrees that any offer it submits may be accepted by the Town at any time within 90 days from the close date.

a) **Electronic Submission** – Electronic submission is quick and easy. Simply visit the website at www.celina-tx.gov/bids and complete the following tasks.

- i) Log in
- ii) Attachments - Download specifications and all required forms.
- iii) Attributes – Answer any questions listed.
- iv) Response Attachments - Upload all required forms. Max size 100 MB.
- v) Line Items – Enter Unit Pricing, if required.
- vi) Response Submission – Complete the required information and electronically sign and submit the response.

b) **Paper Submission:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, bid number, due date and “**DO NOT OPEN**” and delivered to: City of Celina, Purchasing director, 142 N. Ohio Street, Celina, TX 75009.

- i) Log in
- ii) Attachments – Download the specifications and all required forms/Documents.
- iii) Documents – Download the Bid Invitation
- iv) Attributes – Download the bid document and answer the attribute questions, if any. Submit the response with your response. Answer any questions listed, print, and submit with response.
- v) Line Items – Download the proposal form and submit with response, if required.
- vi) Acknowledge and sign all forms and submit with response.

Respondent shall submit one original and one flash Drive, each containing a complete copy of Respondent’s submission in PDF format. A complete copy of the Response includes all documents required by this Solicitation. The Flash Drive shall be titled: “SOLICITATION NUMBER - Complete copy of [Name of Respondent]’s submission.”

c) **Help/Assistance with electronic submission.**

- i) Contact Purchasing at 469-813-4194 or purchasing@celina-tx.gov.
- ii) Click the HELP link after log in on the top right of your screen.



2024-089 Addendum 1 Atlas Municipal Services LLC Supplier Response

Event Information

Number: 2024-089 Addendum 1
Title: Third-Party Residential Building Inspection Services
Type: Request for Proposal
Issue Date: 2/12/2024
Deadline: 3/14/2024 10:00 AM (CT)
Notes: The City of Celina (City) is seeking proposals from vendors for residential building inspections.

Contact Information

Contact: BENJAMIN SUTTON
Address: Purchasing
City Hall
142 N. Ohio
Celina, TX 75009
Email: BSUTTON@CELINA-TX.GOV

Atlas Municipal Services LLC Information

Address: 10259 Winterhaven lane
Aubrey, TX 76227
Phone: (940) 305-3688

By submitting your response, you certify that you are authorized to represent and bind your company.

Lee Swain

Signature

Submitted at 3/11/2024 07:38:22 PM (CT)

lswain@atlas municipal.net

Email

Requested Attachments

CIQ - Conflict of Interest

Complete the CIQ form located in the Attachments Tab and upload here.

City of Celina Conflict of Interest
Questionnaire.pdf

W9

Complete the W9 form located in the Attachments Tab and upload here.

City of Celina W9.pdf

Statement of Qualifications

Complete the SOQ form located in the Attachments Tab and upload here.

Celina-Statement of Qualification
Form.docx

Form 1295

Complete the form 1295 electronically and upload the signed form here

City of Celina Conflict of Interest
Questionnaire.pdf

Certificate of Account Status

Please upload the Certificate of Account Status. See attribute 40 for details.

Atlas Secretary of State Status.pdf

Affidavit of No Prohibited Interests

Complete the affidavit located in the Attachments Tab and upload here.

City of Celina Affidavit of no
prohibited interest.pdf

Response Attachments

City of Celina - Atlas Municipal Services - Invoice - February 2024.pdf

Invoicing Example

Celina Inspector Resumes.docx

Inspector Resumes

Bid Attributes

1

Electronic Submission

The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment.

2

Term of Contract

The contract is for one year (1) with the option to renew the agreement for up to four (4) additional one (1) year periods. Both parties must be in agreement. Either party must notify the other within sixty days of intent not to renew the contract. Certify in the field provided that you agree to this term.

Agree

3 CPI Escalation

Vendors must hold their pricing for the first year of the contract. At the time of contract renewal the vendor may request a price increase based on the unadjusted Consumer Price Index (CPI) for all Urban Consumers for All Items (1982-1984=100)- "US City Average", published by the United States Department of Labor, Bureau of Labor Statistics (the "Index"). The City will allow no greater than a 3% increase each year. Data can be found at <https://data.bls.gov/cgi-bin/surveymost?cu>

Agree

4 Bid Acceptance

All bids will remain subject to acceptance for a period of 90 days.

5 Retracting Your Bid - Making Modifications after submission.

Modification to or Withdrawal of Submission

Submissions cannot be altered or amended after the submission deadline passes. Submissions may be modified prior to the deadline by retracting the response. To modify a submission prior to the submission deadline:

1. Log into your account, click the retract link at the top of the page.
 - Select "NO BID" if you are choosing **not** to re-submit; or
 - **Make the required changes and resubmit your response.**
 - See the help section in the top right of the window for further details.

6 Disclosure of Interested Parties (Form 1295)

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity.

Awarded vendors will be required to complete this form within 5 days of the notice of award. The form and all information regarding it can be found at <https://www.ethics.state.tx.us/filinginfo/1295/>

☒ Acknowledge

7 Local Preference Policy

The purpose of this policy is to comply with Sections 271.905 and 271.9051 of the Texas Local Government Code to allow for consideration of a bidder's principal place of business in the award of a competitively bid contract.

This application for local preference consideration does not mean that the City of Celina is limiting responses to the competitive bid process to only businesses located within the City limits. All bids are welcome and encouraged.

Vendors must submit an application with each solicitation. The decision to approve or deny consideration shall be at the discretion of the City Council.

Applications for local preference may downloaded from the City's Procurement website located [here](#).

8 Non-Collusion

I certify as the respondent and submitter for this solicitation that:

1. That I am the person responsible in my firm and named in this bid response for the price(s) and the amount of this bid.
2. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
3. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be discussed before bid opening.
4. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
5. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
6. My firm, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by the State of Texas or Federal Antitrust law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

☒ I certify that the statement is accurate and true.

9 Cooperative Agreement

Successful bidder agrees to extend prices to all entities that have entered into or will enter into an Interlocal Agreement with the City. As permitted under by Texas Government Code the successful bidder may be asked to provide products/services, based upon bid price, to any other entity with an executed Interlocal Agreement.

The City maintains Interlocal Agreements with entities throughout the Dallas - Fort Worth area. Agreements may be viewed at www.celina-tx.gov/bids by selecting the **contracts** link.

Agree

10 Insurance

By selecting the box below, I agree that I have read and understand the insurance requirements detailed in the Insurance Requirements document and that I have or will obtain the required insurance and maintain it for the duration of this contract.

☒ I agree and will maintain the required insurance.

11 myCOI

The City of Celina is utilizing myCOI to track and verify insurance for all contracts. Once an award recommendation has been determined, the recommended vendor will be receive an email from registration@mycoitracking.com. Please follow the instructions contained in the email and complete the online registration. When registration is complete, myCOI will request proof of insurance directly from your agent(s).

Work may not begin until contracts are in place, insurance verified and the purchase order and/or a notice to proceed issued.

Note:

1. It is critical that your email address and agents email are accurate.
2. Please add registration@mycoitracking.com to your safe sender list.

☒ I agree & will complete the required registration.

12 Contact Person

Name and Title

Lee Swain Managing Member

1 3	Contact Person Phone (940) 305-3688
1 4	Contact Person Email lswain@atlas municipal.net
1 5	Main Office Location 10259 Winterhaven Ln Aubrey, TX 76227
1 6	Years in Business 1
1 7	Office Location Please list your corporate office location and any branch locations in Texas. N/A
1 8	Business Name Has your business operated under the same name? If no, under what former name has your organization operated? yes
1 9	Binding Official The name of the binding official granted the power to execute agreements. Lee Swain
2 0	Licensing List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable. Type N/A if not. International Code Council Certifications Texas State Board of Plumbing Examiners License number 2592
2 1	SB 252 By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not provide supplies or services to a foreign terrorist organization. ☒ I certify that the statement is accurate and true.
2 2	HB 89 ISRAEL By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not boycott Israel during the term of this contract. ☒ I certify that the statement is accurate and true.
2 3	SB 13 Boycotting Energy Companies In accordance with SB 13, I certify as the respondent and submitter for this solicitation that: 1. My firm does not boycott energy companies; and 2. My firm, if awarded this solicitation, will not boycott energy companies during the term of this contract. ☒ I certify that the statement is accurate and true.

2
4**SB 19 Firearm and ammunition industries**

In accordance with SB 19, I certify as the respondent and submitter for this solicitation that:

1. I am the person responsible in my firm and named in this bid response.
2. I do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
3. I will not discriminate during the term of the contract against a firearm entity or firearm trade association.

☒ I certify that the statement is accurate and true.

2
5**Felony Conviction**

State in the space provided one of the following:

1. My firm is a publicly held corporation, therefore this reporting requirement is not applicable.
2. My firm is **NOT** owned or operated by anyone who has been convicted of a felony.
3. My firm is owned or operated by the following individual(s) who has/have been convicted of a Felony. Include the individual(s) name and details of the conviction.

N/A

2
6**Risk 1: Taxes - Local**

Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable?

If no, please enclose details.

Yes

2
7**Risk 2: Taxes - State/Federal**

Has your business/company/organization fulfilled all of its obligations relating to the payment of Federal and State taxes, fees, or other obligations?

If No, please enclose details.

Yes

2
8**Risk 3: Audit/Investigation**

In the last five (5) years, has your business/company/organization, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency? If yes, please enclose details.

N/A

2
9**Risk 4: Debarment**

In the last five (5) years, has your business/company/organization been debarred or suspended for any reason by any federal, state or local government or has refrained from bidding on a project due to an agreement with such governmental agency? If yes, please attach a full explanation.

N/A

3
0**Risk 5: Bonding**

In the past five (5) years, has your business/company/organization had its surety called upon to complete any contract, whether government or private sector? If yes, please enclose details.

N/A

3
1**Risk 6: Licensing**

In the past five (5) years, has your business/company/organization had a revocation, suspension or disbarment of any business or professional permit and/or license? If yes, please enclose details.

3
2**Risk 7 Contract Default**

Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the City?
If yes, please enclose details.

3
3**Risk 8 Contract Termination**

Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance? If yes, please enclose details.

3
4**Risk 9 Claims and Suits**

Are there any judgments, claims, arbitration proceedings or suits filed or outstanding against your organization or its officers for the last five (5) years? If yes, please detail.

3
5**Risk 10 Claims and Suits**

Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? If the answer is yes, please attach details.

3
6**Exceptions / Comments**

List any Exceptions or Comments you have here. If none, enter: NONE.

3
7**ACH**

All payments will be made via ACH. Please complete the form and submit it to W9@celina-tx.gov **ONLY** if awarded the contract or if you are an existing vendor who would like ACH. Payment terms are Net 30 unless otherwise specified by the City in this solicitation.

3
8**Invoices**

All invoices must reference the City of Celina's Purchase Order/Department Purchase Order number, department name, job site location, city employee requesting service, and a **complete breakdown of charges**. The breakdown on the invoice should be in accordance with the bid pricing. If applicable, invoices should provide clear detail and breakdown for labor (to include hourly rate and cost per hour), and mark-up on parts/materials should be provided on the invoice and extended (detail to show vendors cost, and then extended to show markup). All original invoices must be sent to accountspayable@celina-tx.gov.

3
9**Public or Private**

Is your business publicly traded?

4
0**Tax Account Status**

Provide a copy of your certificate of account status from the Texas State Comptrollers office. Upload the certificate to the response attachments tab. Instructions on how to obtain copies can be found at <https://mycpa.cpa.state.tx.us/coa/search.do>

Certificate is uploaded in the attachments.

4
1**Ex-Parte Communication**

To ensure the fair evaluation of a solicitation, the City prohibits communication (e.g., unsolicited) initiated by the Respondent to City personnel outside the Procurement Department during the solicitation and evaluation period. The appropriate City designee will initiate communication between a Respondent and the City to obtain information or clarification needed to develop an accurate evaluation of the solicitation.
Ex parte communication may be grounds for disqualifying the offending Respondent from consideration for award.

4
2**Certificate of Interested Parties Electronic Filing Form 1295**

In 2015, the Texas Legislature adopted house bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties Form 1295 to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the commission. The Contractor shall:

1. Log onto the State Ethics Commission website at: <https://www.ethics.state.tx.us/filinginfo/1295/>
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Sign the Form 1295
5. Attach the signed form to the response attachment tab of the solicitation
6. The City will acknowledge the form of the awarded bidder no later than 30 days after the Council award.

☒ Acknowledge

4
3**Overtime Hours**

Please input hours that you intend to bill as overtime.

Ex. (Anything past 5 PM) (5:30 PM to 7:30 AM) (etc.)

None

4
4**Holidays Observed**

Please input holidays your business observes.

None

4
5**Digital Signature****Undersigned affirms**

1. They have read and understood the requirements of this request.
2. They are duly authorized to sign and submit this response on behalf of the firm named in this submittal.
3. The proposal has not been prepared in collaboration with any other proposer.
4. The contents of the proposal as it relates to the pricing, terms, or conditions of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business before the official opening of this proposal.

☒ Agree

4 6	Addendum 1
	Please acknowledge receipt of addendum 1. ☒ I acknowledge receipt of Addendum 1

Bid Lines

1	Hourly Rate for Residential Building Inspection Service
	Quantity: <u> 1 </u> UOM: <u> EA </u> Price: \$125.00 Total: \$125.00
	Item Notes: This hourly rate should include all mileage, service, convenience fees, etc.
2	Overtime Hourly Rate for Residential Building Inspection Service
	Quantity: <u> 1 </u> UOM: <u> EA </u> Price: \$125.00 Total: \$125.00
	Item Notes: This hourly rate should include all mileage, service, convenience fees, etc.
3	Holiday Hourly Rate for Residential Building Inspection Service
	Quantity: <u> 1 </u> UOM: <u> EA </u> Price: \$125.00 Total: \$125.00
	Item Notes: This hourly rate should include all mileage, service, convenience fees, etc.

Response Total: \$375.00

EXHIBIT C

INSURANCE REQUIREMENTS **GENERAL CONTRACTS FOR SERVICES**

- A. Before commencing work, the vendor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of Celina. The vendor shall furnish to the City of Celina certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of Celina
c/o Purchasing
142 N. Ohio Street
Celina, TX 75009

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability, with minimum limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employer's Liability coverage with minimum limits for bodily injury: a) by accident, \$500,000 each accident, b) by disease, \$500,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000.

- B. With reference to the foregoing required insurance, the vendor agrees to the following:

1. A waiver of subrogation in favor of the City of Celina, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
2. The City of Celina, its officials, employees, and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies.
3. Policies of insurance shall not be cancelled, non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to the City of Celina.

- C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.

- D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by AM. Best Company or equivalent.

- E. The vendor shall require any contractors, sub-contractors, and other persons doing business with or for the vendor related to the work to maintain at least the insurance as required, or their liability shall be covered by the vendor.

City of Celina, Texas
Standard Contract for Services

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (hereinafter referred to as the "City") and **Bureau Veritas North America, Inc.** (hereinafter referred to as the "Provider") for **Third-Party Residential Building Inspection Services (2024-089)**, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The City agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: **Third-Party Residential Building Inspection Services** (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, B, and C, attached hereto and incorporated herein by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in **Exhibit A – Request for Proposal**. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the City in writing.
3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written notification from the City. Time is of the essence for this Agreement and work is to commence immediately or as requested.
4. **CONTRACT PERIOD.** The contract period for this agreement is July 1, 2024 through June 30, 2025, with four optional one-year renewals.
5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in **Exhibit B – Supplier Response**, attached hereto, and incorporated herein by reference.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after the City's receipt of the invoice for the previous month's Services or as set forth in **Exhibit A**.
7. **INVOICING.** Invoices should be prepared and submitted to the City for payment. Invoices should be mailed to Accounts Payable, City of Celina, 142 N. Ohio, Celina, TX 75068, or **emailed to accountspayable@celina.gov**.
8. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to the Provider.
9. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in **Exhibit C – Insurance Requirements**. Failure to maintain the required insurance may result in immediate termination of this Agreement.
11. **INDEMNIFICATION.** THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS

DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

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

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

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

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

15. **TERMINATION OF CONTRACT.** The City may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the City shall notify the Provider and the Provider shall be given seven (7) days to cure such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the City, the City may terminate this Agreement upon written notice as provided herein.

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

The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work

actually completed up to the termination date. This provision shall not deprive the City of any remedies against the Provider that may be available under applicable law.

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

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

Provider
Bureau Veritas North America, Inc
Attn: Van Tran
1000 Jupiter Road, Ste. 900 Plano, TX 75074
van.tran@bureauveritas.com

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

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.
26. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Collin County, Texas.
27. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.
28. **SERVICE REQUEST CUTOFF TIME.** A 5:00 PM CST cutoff time for next-day service requests will be honored by the Provider.
29. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the City and the Provider, as indicated below.

EXECUTED in single or multiple originals.

CITY OF CELINA

Robert Ranc, City Manager

Date

PROVIDER

Van Tran
Van Tran (Jun 3, 2024 13:43 CDT)

Van Tran, Vice President

Type/Print Name and Title

Jun 3, 2024

Date



Life Connected.
CITY OF CELINA

REQUEST FOR PROPOSAL

THIRD-PARTY RESIDENTIAL BUILDING INSPECTION SERVICES

RFP #2024-089

ELECTRONIC SUBMITTAL IS PREFERRED.

WWW.CELINA-TX.GOV/BIDS

The City strongly requests that vendors submit responses electronically. Electronic submission eliminates errors, unnecessary work, and is friendlier to the environment.

For additional information concerning this bid, please contact
Ben Sutton, Buyer at (972) 342-2682 or
purchasing@celina-tx.gov.

Late responses will not be accepted.
Email or facsimile-submitted bids will not be accepted.

Virtual Bid Opening Information:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 272 601 600 915

Passcode: YT8CCJ

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 469-848-0201,,13313990#](#) United States, Dallas

Phone Conference ID: 133 139 90#

[Find a local number](#) | [Reset PIN](#)

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	2. INSURANCE REQUIREMENTS
	3. W9
	4. CONFLICT OF INTEREST
	5. STATEMENT OF QUALIFICATION

SECTION 1: INSTRUCTIONS

1.1 SUBMISSION

Offerors may submit proposals electronically. The City's preference is electronic submission. Refer to Section 4 for detailed submission instructions.

1.2 NO OFFER/NO BID

The City is appreciative of the time and effort you must expend to submit an offer. If you choose not to respond, we would greatly appreciate you indicating any requirement that may have influenced your decision.

1.3 INCLEMENT WEATHER

In the event of inclement weather and City offices are officially closed on the due date, responses will be received until 3:00 PM of the next business day at which time submittals will be publicly opened.

1.4 ACCEPTANCE

It is understood that the City of Celina reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of the City. Receipt of any proposal shall under no circumstances obligate the City to accept the lowest proposal. The award of the contract shall be made to the responsible proposer whose proposal is determined to be the lowest and best-evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposal.

1.5 SUBMITTAL OF CONFIDENTIAL MATERIAL

The Owner considers all Proposal information, documentation and supporting materials submitted in response to this Request for Proposal to be non-confidential and/or non-proprietary in nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.) after the award of the contract except for trade secrets and confidential information which the Offeror identifies as proprietary. Any material that is to be considered as CONFIDENTIAL/PROPRIETARY in nature must be clearly marked on each applicable page by the proposer. Marking your entire proposal CONFIDENTIAL/Proprietary is not in conformance with the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.).

1.6 DISCLOSURE OF CERTAIN RELATIONSHIPS

Chapter 176 of the Texas Local Government Code requires that any proposer or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the proposer or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. Additional information on the statute is available at: <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

By submitting a response to this request, the proposer represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

1.7 DISCLOSURE OF INTERESTED PARTIES

In compliance with Section 2252.908 of the Texas Government Code, the City of Celina may not enter into a contract with a business entity as a result of acceptance or award of this solicitation unless the business entity submits a disclosure of interested parties form as required by this statute. Notification will be given to the business entity recommended for award upon which the business entity will be required to submit the completed form prior to award.

Additional information on the statute may be found at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.8 INFORMATION / QUESTIONS

All questions shall be posted to the City's electronic bidding service, by the deadline stated. All questions and answers will be posted online. Proposers are responsible for ensuring all answers to questions are reviewed before the submittal date. Answers provided to posted questions address minor irregularities and are for clarification purposes only and do not revise or modify the specifications. Answers to questions that result in revisions to the specification will be addressed by Addendum. No oral statement of any person shall modify or otherwise change or affect the specification.

1.9 ASSIGNMENT

The successful bidder shall not sell, assign, transfer, or convey the contract in whole or in part, without the prior written consent of the City.

1.10 PROPOSER RESPONSIBILITY

It is the responsibility of each proposer before submitting a proposal:

1. To examine thoroughly the specification documents and other related data identified in the proposal documents, to visit the site to become familiar with and satisfy the proposer as to the general, local, and site conditions that may affect cost, progress, performance, etc.
2. To consider federal, state, and local laws and regulations that may affect costs, progress, performance, or furnishing of the work.
3. To study and carefully correlate the proposer's knowledge and observations with the contract documents and other related data.
4. To promptly notify the City's Purchasing Director of all conflicts, errors, ambiguities, or discrepancies that the proposer has discovered in or between the contract documents and such other related documents.

SECTION 2: SPECIFICATION / SCOPE OF WORK

Introduction

The City of Celina is accepting proposals from qualified firms to provide residential building inspection services, necessary to supplement the work done by City staff in accordance with the terms, conditions, and requirements outlined in this Request for Proposal (RFP). This RFP provides interested firms with the information necessary to prepare and submit their qualifications, general conditions pricing, and fees for consideration.

Term

The contract is for one year (1) with the option to renew the agreement for up to four (4) additional one (1) year periods. Both parties must be in agreement. Either party must notify the other within sixty days of intent not to renew the contract.

Multiple Awards

The City seeks to contract with multiple firms.

Minimum Requirements

- Inspectors must have the following state/ ICC certifications and licenses.
 1. Texas State Board of Plumbing Examiners Inspectors license
 2. Minimum of 3 ICC Certifications
- Available resources to accommodate requests made before 5 PM for service the following business day.
- Inspection services will be conducted as required by the City's [building code](#) as adopted by the City, residential code, mechanical code, electrical code, plumbing code, fuel gas code, and energy code.
- Must have a working knowledge of MyGov V5 or current permitting software.
- Must provide own tablet/laptop and technical equipment with the ability to connect to a cellular network.
- Must provide own transportation.
- Must bill hourly – An estimated 800 hours of service are required per year.

Scope of Work

This proposal will include but is not limited to, the following services:

- On-call inspections of projects under varying stages of construction.
- Verify project compliance with all current building codes, subdivision, and zoning regulations.
- Verification of required trade licenses by persons performing work within the city while inspecting job sites.

- Review form surveys and approved plans to verify project approvals.
- Interpret building codes and answer questions regarding permissible construction methods or materials.
- Communicate with chief building inspectors regarding any conflicts or disputes.
- Inspections are to be performed from 7 AM to 4 PM Monday through Friday only.
- Must provide background checks for employees.
- Must ensure confidential citizen information is controlled within the vendor organization.

Insurance

ALL RESPONDENTS must submit and agree to maintain during this contract in accordance with the City's Insurance Requirements attached as Exhibit 2. Prior to the execution of this contract, the successful firm will supply the Purchasing Office with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

Questions Deadline

The City of Celina requires all questions relating to this RFP be submitted in writing through the City's e-procurement system.

Submittals

For your submission to be considered responsive, respondents must complete in its entirety the Statement of Qualifications document. Failure to provide the requested information in the format requested may cause your submission to be deemed as non-responsive.

SECTION 3: EVALUATION

A committee will evaluate submissions received in accordance with the general criteria defined herein. Failure of respondents to provide in their submission any information requested in this RFP may result in disqualification of the submission. The objective of the review committee will be to select the Firm that is the most highly qualified to service the City's needs. The decision made by the City of Celina will be final.

The agreement will be awarded based on the following evaluation criteria:

- Cost Proposal (50 Points)
- Experience (Municipal experience preferred) (25 Points)
- Capacity to perform (20 Points)
- Previous Experience with the City (5 Points)

Interviews and Presentations

In fairness to all firms, requests for interviews or private meetings before the closing time and date will not be permitted. Interviews with selected firms may or may not be requested by the City after the closing date. Selection may be made strictly from the information provided in the RFP. However, the City reserves the right to conduct interviews with and request presentations from any respondents.

SECTION 4: SUBMITTAL PROCEDURES

3.1 SUBMISSION REQUIREMENTS

The City uses an electronic procurement system to deliver and accept bids/proposals. Electronic submission is not required, however, the City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment. Your cooperation is appreciated. Email or Fax submissions will not be accepted.

3.2 BID SUBMITTALS

Bids shall be submitted on the forms provided to insure complete uniformity of wording of all bids. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

3.3 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation the proposer agrees that any offer it submits may be accepted by the Town at any time within 90 days from the close date.

a) **Electronic Submission** – Electronic submission is quick and easy. Simply visit the website at www.celina-tx.gov/bids and complete the following tasks.

- i) Log in
- ii) Attachments - Download specifications and all required forms.
- iii) Attributes – Answer any questions listed.
- iv) Response Attachments - Upload all required forms. Max size 100 MB.
- v) Line Items – Enter Unit Pricing, if required.
- vi) Response Submission – Complete the required information and electronically sign and submit the response.

b) **Paper Submission:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, bid number, due date and “**DO NOT OPEN**” and delivered to: City of Celina, Purchasing director, 142 N. Ohio Street, Celina, TX 75009.

- i) Log in
- ii) Attachments – Download the specifications and all required forms/Documents.
- iii) Documents – Download the Bid Invitation
- iv) Attributes – Download the bid document and answer the attribute questions, if any. Submit the response with your response. Answer any questions listed, print, and submit with response.
- v) Line Items – Download the proposal form and submit with response, if required.
- vi) Acknowledge and sign all forms and submit with response.

Respondent shall submit one original and one flash Drive, each containing a complete copy of Respondent’s submission in PDF format. A complete copy of the Response includes all documents required by this Solicitation. The Flash Drive shall be titled: “SOLICITATION NUMBER - Complete copy of [Name of Respondent]’s submission.”

c) **Help/Assistance with electronic submission.**

- i) Contact Purchasing at 469-813-4194 or purchasing@celina-tx.gov.
- ii) Click the HELP link after log in on the top right of your screen.



2024-089 Addendum 1

Bureau Veritas

Supplier Response

Event Information

Number: 2024-089 Addendum 1
Title: Third-Party Residential Building Inspection Services
Type: Request for Proposal
Issue Date: 2/12/2024
Deadline: 3/14/2024 10:00 AM (CT)
Notes: The City of Celina (City) is seeking proposals from vendors for residential building inspections.

Contact Information

Contact: BENJAMIN SUTTON
Address: Purchasing
City Hall
142 N. Ohio
Celina, TX 75009
Email: BSUTTON@CELINA-TX.GOV

Bureau Veritas Information

Address: 180 Promenade Circle, #150 Sacramento, CA 95834
Sacramento, CA 95834
Phone: (916) 725-4200

By submitting your response, you certify that you are authorized to represent and bind your company.

Nicole Reed

Signature

Submitted at 3/14/2024 08:30:50 AM (CT)

nicole.reed@bureauveritas.com

Email

Supplier Note

Good Morning, On behalf of Bureau Veritas North America, Inc., we would like to submit our proposal response to the City of Celina for Third Party Residential Building Inspection Services. We sincerely appreciate your time and consideration and are eager to present our robust experience, qualifications, and capabilities which will facilitate the continued delivery of services of the very highest caliber to the City of Celina. Thank you very much for your time and consideration.

Requested Attachments

CIQ - Conflict of Interest

Complete the CIQ form located in the Attachments Tab and upload here.

Exhibit 4 CIQ.pdf

W9

Complete the W9 form located in the Attachments Tab and upload here.

293 BVNA W9.pdf 3.pdf

Statement of Qualifications

Complete the SOQ form located in the Attachments Tab and upload here.

BV Proposal - City of Celina - 3rd
Party Residential Building
Inspection Services_Final.pdf

Form 1295

Complete the form 1295 electronically and upload the signed form here

Form 1295 Certificate
101175072_Celina.pdf

Certificate of Account Status

Please upload the Certificate of Account Status. See attribute 40 for details.

Taxable Entity Search Results
(Bureau Veritas).pdf

Affidavit of No Prohibited Interests

Complete the affidavit located in the Attachments Tab and upload here.

Affidavit of no prohibited
interests.pdf

Response Attachments

BV Proposal - City of Celina - 3rd Party Residential Building Inspection Services_Final.pdf

This is our proposal of qualifications

Bid Attributes

1 Electronic Submission

The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment.

2 Term of Contract

The contract is for one year (1) with the option to renew the agreement for up to four (4) additional one (1) year periods. Both parties must be in agreement. Either party must notify the other within sixty days of intent not to renew the contract. Certify in the field provided that you agree to this term.

Bureau Veritas agrees to these terms.

3 CPI Escalation

Vendors must hold their pricing for the first year of the contract. At the time of contract renewal the vendor may request a price increase based on the unadjusted Consumer Price Index (CPI) for all Urban Consumers for All Items (1982-1984=100)- "US City Average", published by the United States Department of Labor, Bureau of Labor Statistics (the "Index"). The City will allow no greater than a 3% increase each year. Data can be found at <https://data.bls.gov/cgi-bin/surveymost?cu>

Bureau Veritas acknowledges these terms.

4 Bid Acceptance

All bids will remain subject to acceptance for a period of 90 days.

5 Retracting Your Bid - Making Modifications after submission.

Modification to or Withdrawal of Submission

Submissions cannot be altered or amended after the submission deadline passes. Submissions may be modified prior to the deadline by retracting the response. To modify a submission prior to the submission deadline:

1. Log into your account, click the retract link at the top of the page.
 - Select "NO BID" if you are choosing **not** to re-submit; or
 - **Make the required changes and resubmit your response.**
 - See the help section in the top right of the window for further details.

6 Disclosure of Interested Parties (Form 1295)

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity.

Awarded vendors will be required to complete this form within 5 days of the notice of award. The form and all information regarding it can be found at <https://www.ethics.state.tx.us/filinginfo/1295/>

☒ Acknowledge

7 Local Preference Policy

The purpose of this policy is to comply with Sections 271.905 and 271.9051 of the Texas Local Government Code to allow for consideration of a bidder's principal place of business in the award of a competitively bid contract.

This application for local preference consideration does not mean that the City of Celina is limiting responses to the competitive bid process to only businesses located within the City limits. All bids are welcome and encouraged.

Vendors must submit an application with each solicitation. The decision to approve or deny consideration shall be at the discretion of the City Council.

Applications for local preference may downloaded from the City's Procurement website located [here](#).

8 Non-Collusion

I certify as the respondent and submitter for this solicitation that:

1. That I am the person responsible in my firm and named in this bid response for the price(s) and the amount of this bid.
2. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
3. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be discussed before bid opening.
4. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
5. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
6. My firm, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by the State of Texas or Federal Antitrust law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

☒ I certify that the statement is accurate and true.

9 Cooperative Agreement

Successful bidder agrees to extend prices to all entities that have entered into or will enter into an Interlocal Agreement with the City. As permitted under by Texas Government Code the successful bidder may be asked to provide products/services, based upon bid price, to any other entity with an executed Interlocal Agreement.

The City maintains Interlocal Agreements with entities throughout the Dallas - Fort Worth area. Agreements may be viewed at www.celina-tx.gov/bids by selecting the **contracts** link.

10 Insurance

By selecting the box below, I agree that I have read and understand the insurance requirements detailed in the Insurance Requirements document and that I have or will obtain the required insurance and maintain it for the duration of this contract.

☒ I agree and will maintain the required insurance.

1 1	myCOI The City of Celina is utilizing myCOI to track and verify insurance for all contracts. Once an award recommendation has been determined, the recommended vendor will be receive an email from registration@mycoitracking.com. Please follow the instructions contained in the email and complete the online registration. When registration is complete, myCOI will request proof of insurance directly from your agent(s). Work may not begin until contracts are in place, insurance verified and the purchase order and/or a notice to proceed issued. Note: 1. It is critical that your email address and agents email are accurate. 2. Please add registration@mycoitracking.com to your safe sender list. ☒ I agree & will complete the required registration.
1 2	Contact Person Name and Title Ty Chapman
1 3	Contact Person Phone (469) 853-9803
1 4	Contact Person Email ty.chapman@bureauveritas.com
1 5	Main Office Location 1000 Jupiter Road, Suite 900, Plano, TX 75074
1 6	Years in Business 49
1 7	Office Location Please list your corporate office location and any branch locations in Texas. Regional Headquarters: 16800 Greenspoint Park Drive, Suite 300 S Houston, TX 77060 Additional Offices: 1000 Jupiter Road, Suite 900 Plano, TX 75074 100 East 15th Street, Suite 100 Fort Worth, TX 76102
1 8	Business Name Has your business operated under the same name? If no, under what former name has your organization operated? Yes.
1 9	Binding Official The name of the binding official granted the power to execute agreements. Ty Chapman
2 0	Licensing List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable. Type N/A if not. Please see proposal indicating licensing.

2
1

SB 252

By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not provide supplies or services to a foreign terrorist organization.

☒ I certify that the statement is accurate and true.

2
2

HB 89 ISRAEL

By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not boycott Israel during the term of this contract.

☒ I certify that the statement is accurate and true.

2
3

SB 13 Boycotting Energy Companies

In accordance with SB 13, I certify as the respondent and submitter for this solicitation that:

1. My firm does not boycott energy companies; and
2. My firm, if awarded this solicitation, will not boycott energy companies during the term of this contract.

☒ I certify that the statement is accurate and true.

2
4

SB 19 Firearm and ammunition industries

In accordance with SB 19, I certify as the respondent and submitter for this solicitation that:

1. I am the person responsible in my firm and named in this bid response.
2. I do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
3. I will not discriminate during the term of the contract against a firearm entity or firearm trade association.

☒ I certify that the statement is accurate and true.

2
5

Felony Conviction

State in the space provided one of the following:

1. My firm is a publicly held corporation, therefore this reporting requirement is not applicable.
2. My firm is **NOT** owned or operated by anyone who has been convicted of a felony.
3. My firm is owned or operated by the following individual(s) who has/have been convicted of a Felony. Include the individual(s) name and details of the conviction.

My firm is NOT owned or operated by anyone who has been convicted of a felony.

2
6

Risk 1: Taxes - Local

Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable?

If no, please enclose details.

Yes.

2
7

Risk 2: Taxes - State/Federal

Has your business/company/organization fulfilled all of its obligations relating to the payment of Federal and State taxes, fees, or other obligations?

If No, please enclose details.

Yes.

28

Risk 3: Audit/Investigation

In the last five (5) years, has your business/company/organization, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency? If yes, please enclose details.

No. Please understand in the course of our business meritless claims arise from time to time. It is the Company's policy not to comment on any current litigation. However, without waiving its policy, the Company has no judgments, pending litigation, liens, or claims that would adversely impact the financial stability, insurability, or performance of professional services of the Company. BV is the recognized leader in its field worldwide and is one of the largest firms providing professional health, safety and environmental services.

29

Risk 4: Debarment

In the last five (5) years, has your business/company/organization been debarred or suspended for any reason by any federal, state or local government or has refrained from bidding on a project due to an agreement with such governmental agency? If yes, please attach a full explanation.

No.

30

Risk 5: Bonding

In the past five (5) years, has your business/company/organization had its surety called upon to complete any contract, whether government or private sector? If yes, please enclose details.

No

31

Risk 6: Licensing

In the past five (5) years, has your business/company/organization had a revocation, suspension or disbarment of any business or professional permit and/or license? If yes, please enclose details.

No.

32

Risk 7 Contract Default

Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the City?

If yes, please enclose details.

No.

33

Risk 8 Contract Termination

Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance? If yes, please enclose details.

No.

34

Risk 9 Claims and Suits

Are there any judgments, claims, arbitration proceedings or suits filed or outstanding against your organization or its officers for the last five (5) years? If yes, please detail.

Any legal judgment, claims, etc. that are currently pending will not affect our ability to complete the work. Please understand in the course of our business merit-less claims arise from time to time. It is the Company's policy not to comment on any current claims or pending litigation. However, without waiving its policy, the Company has no judgments, pending litigation, liens, or claims that would adversely impact the financial stability, insurability, or performance of professional services of the Company. As one of the largest firms providing professional testing, inspection and code compliance services, Bureau Veritas is the recognized leader in its field worldwide. There are not any past or pending litigation (or claims filed) against BV that would affect the performance under a contract with The City of Celina.

3
5**Risk 10 Claims and Suits**

Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? If the answer is yes, please attach details.

3
6**Exceptions / Comments**

List any Exceptions or Comments you have here. If none, enter: NONE.

3
7**ACH**

All payments will be made via ACH. Please complete the form and submit it to W9@celina-tx.gov **ONLY** if awarded the contract or if you are an existing vendor who would like ACH. Payment terms are Net 30 unless otherwise specified by the City in this solicitation.

3
8**Invoices**

All invoices must reference the City of Celina's Purchase Order/Department Purchase Order number, department name, job site location, city employee requesting service, and a **complete breakdown of charges**. The breakdown on the invoice should be in accordance with the bid pricing. If applicable, invoices should provide clear detail and breakdown for labor (to include hourly rate and cost per hour), and mark-up on parts/materials should be provided on the invoice and extended (detail to show vendors cost, and then extended to show markup). All original invoices must be sent to accountspayable@celina-tx.gov.

3
9**Public or Private**

Is your business publicly traded?

4
0**Tax Account Status**

Provide a copy of your certificate of account status from the Texas State Comptrollers office. Upload the certificate to the response attachments tab. Instructions on how to obtain copies can be found at <https://mycpa.cpa.state.tx.us/coa/search.do>

4
1**Ex-Parte Communication**

To ensure the fair evaluation of a solicitation, the City prohibits communication (e.g., unsolicited) initiated by the Respondent to City personnel outside the Procurement Department during the solicitation and evaluation period. The appropriate City designee will initiate communication between a Respondent and the City to obtain information or clarification needed to develop an accurate evaluation of the solicitation.

Ex parte communication may be grounds for disqualifying the offending Respondent from consideration for award.

4 2	Certificate of Interested Parties Electronic Filing Form 1295 In 2015, the Texas Legislature adopted house bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties Form 1295 to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the commission. The Contractor shall: 1. Log onto the State Ethics Commission website at: https://www.ethics.state.tx.us/filinginfo/1295/ 2. Register utilizing the tutorial provided by the State 3. Print a copy of the completed Form 1295 4. Sign the Form 1295 5. Attach the signed form to the response attachment tab of the solicitation 6. The City will acknowledge the form of the awarded bidder no later than 30 days after the Council award. ☒ Acknowledge
4 3	Overtime Hours Please input hours that you intend to bill as overtime. Ex. (Anything past 5 PM) (5:30 PM to 7:30 AM) (etc.) This will be determined from the amount of work provided by the jurisdiction.
4 4	Holidays Observed Please input holidays your business observes. We observe the following holidays: Thanksgiving, Christmas, Labor Day, and Memorial day.
4 5	Digital Signature Undersigned affirms 1. They have read and understood the requirements of this request. 2. They are duly authorized to sign and submit this response on behalf of the firm named in this submittal. 3. The proposal has not been prepared in collaboration with any other proposer. 4. The contents of the proposal as it relates to the pricing, terms, or conditions of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business before the official opening of this proposal. ☒ Agree
4 6	Addendum 1 Please acknowledge receipt of addendum 1. ☒ I acknowledge receipt of Addendum 1

Bid Lines

1	Hourly Rate for Residential Building Inspection Service Quantity: <u> 1 </u> UOM: <u> EA </u> Price: \$125.00 Total: \$125.00 Item Notes: This hourly rate should include all mileage, service, convenience fees, etc.
2	Overtime Hourly Rate for Residential Building Inspection Service Quantity: <u> 1 </u> UOM: <u> EA </u> Price: \$125.00 Total: \$125.00 Item Notes: This hourly rate should include all mileage, service, convenience fees, etc.

3	Holiday Hourly Rate for Residential Building Inspection Service Quantity: <u> 1 </u> UOM: <u> EA </u> Price: \$150.00 Total: \$150.00 Item Notes: This hourly rate should include all mileage, service, convenience fees, etc.
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Response Total: \$400.00

EXHIBIT C

INSURANCE REQUIREMENTS **GENERAL CONTRACTS FOR SERVICES**

- A. Before commencing work, the vendor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of Celina. The vendor shall furnish to the City of Celina certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of Celina
c/o Purchasing
142 N. Ohio Street
Celina, TX 75009

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability, with minimum limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employer's Liability coverage with minimum limits for bodily injury: a) by accident, \$500,000 each accident, b) by disease, \$500,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000.

- B. With reference to the foregoing required insurance, the vendor agrees to the following:

1. A waiver of subrogation in favor of the City of Celina, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
2. The City of Celina, its officials, employees, and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies.
3. Policies of insurance shall not be cancelled, non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to the City of Celina.

- C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.

- D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by AM. Best Company or equivalent.

- E. The vendor shall require any contractors, sub-contractors, and other persons doing business with or for the vendor related to the work to maintain at least the insurance as required, or their liability shall be covered by the vendor.

**CITY OF CELINA
SOLICITATION RECAP**

SOLICITATION #: _2024-089_

SOLICITATION NAME: _Third-Party Residential Building Inspection Services_

PROJECT #: __N/A__

Bid Opening Date	<u>3/14/2024</u>	Bid Opening Time:	<u>10:00 AM</u>
Number of Invitations Sent/Vendors Notified:			<u>618</u>
Number of Submissions:			<u>4</u>
Number of Non-Responsive Bids:			<u>0</u>
Number of Responsive Bids:			<u>4</u>
Number of No Bids			<u>4</u>

Review/Evaluation:

Purchasing completed an initial review to determine each bidder's responsiveness. The responses were then sent to the Development Services department for a second round of scoring. After the second round of scoring, an interview panel was created to further evaluate the top three responses. Two bidders were selected for award based on this process.

Coop/Sole Source: _N/A_

Recommendation:

Upon Review the requesting department recommends the following.

Recommended Vendor(s): _____
Atlas Municipal Services LLC
Bureau Veritas
Contract Term: July 1, 2024 – June 30, 2025, with four optional one-year renewals.

Submitted By: Benjamin Sutton

Date: 5/21/2024

Bid Tabulation by Line Item

1	Hourly Rate for Residential Building Inspection Service						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	SAFEbuilt LLC	1	EA		\$105.00	\$105.00	
	Bureau Veritas	1	EA		\$125.00	\$125.00	
	Atlas Municipal Services LLC	1	EA		\$125.00	\$125.00	
	Burgess Construction Consultants	1	EA		\$195.00	\$195.00	
2	Overtime Hourly Rate for Residential Building Inspection Service						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Bureau Veritas	1	EA		\$125.00	\$125.00	
	Atlas Municipal Services LLC	1	EA		\$125.00	\$125.00	
	SAFEbuilt LLC	1	EA		\$157.50	\$157.50	
	Burgess Construction Consultants	1	EA		\$295.00	\$295.00	
3	Holiday Hourly Rate for Residential Building Inspection Service						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Atlas Municipal Services LLC	1	EA		\$125.00	\$125.00	
	Bureau Veritas	1	EA		\$150.00	\$150.00	
	SAFEbuilt LLC	1	EA		\$210.00	\$210.00	
	Burgess Construction Consultants	1	EA		\$395.00	\$395.00	

2024-089 Addendum 1 - Third-Party Residential Building Inspection Services

Supplier	Rank		Score	Cost Proposal	Cost - Normal Rate	Experience of the Firm	Experience	Comparability	Adaptability	Capacity to Perform	Capacity to perform - HR	Capacity to perform - Data Security	Capacity to Perform - Software	Previous Experience with the City	Previous Experience with the City
		100		50.00		12.00	8.00	5.00		8.00	8.00	4.00			5.00
SAFEbuilt LLC	1	91.25		50.00		10.50	5.75	4.50		5.50	7.00	3.00			5.00
Bureau Veritas	2	88.00		42.00		11.25	7.75	5.00		6.50	7.00	3.50			5.00
Atlas Municipal Services LLC	3	85.00		42.00		10.50	7.00	4.00		7.00	5.50	4.00			5.00
Burgess Construction Consultants	4	66.75		27.00		9.00	6.00	3.75		6.50	7.00	2.50			5.00
		82.75		40.25		10.31	6.63	4.31		6.38	6.63	3.25			5.00

Evaluation Committee Ranking after Interviews

Evaluators				
	CH	CB	Total	Final Ranking
Atlas Municipal Services LLC	1	1	2	1
Bureau Veritas	2	2	4	2
SAFEbuilt LLC	3	3	6	3

Ranking of 1 is the first choice

Ranking of 3 is the last choice

Lowest Score is the highest ranking

Reviewed and Approved by Purchasing



Signature

May 21, 2024

Date

Post Interview Ranking

Final Audit Report

2024-05-21

Created:	2024-05-21
By:	Benjamin Sutton (BSutton@Celina-tx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiyX8FvE_FlqvXUYIE4xNxB4m96s_wkOP

"Post Interview Ranking" History

-  Document created by Benjamin Sutton (BSutton@Celina-tx.gov)
2024-05-21 - 7:11:42 PM GMT
-  Document emailed to Dawn Berry (dberry@celina-tx.gov) for signature
2024-05-21 - 7:11:56 PM GMT
-  Email viewed by Dawn Berry (dberry@celina-tx.gov)
2024-05-21 - 8:10:57 PM GMT
-  Document e-signed by Dawn Berry (dberry@celina-tx.gov)
Signature Date: 2024-05-21 - 8:11:42 PM GMT - Time Source: server
-  Agreement completed.
2024-05-21 - 8:11:42 PM GMT



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
Initiated
by:
Date: June 11, 2024
Re: 2024 Annual HVAC Contract - City Facilities

Action Requested:

Consider and act to award bid 2024-101 to CEC Facilities Group, for HVAC preventative maintenance services, for an annual amount of \$52,952.00 for a five-year term total amount not to exceed \$264,760.00 plus estimated repairs at the unit prices listed not to exceed the annual budgeted amount. (Figueroa)

Background Information:

The City of Celina solicited bids for HVAC preventive maintenance services and repairs for various locations throughout the city. The goal of the Bid 2024-101 is to ensure the City of Celina receives the best value for the services for preventive maintenance and repairs as outlined in the contract..

The Purpose of the Contract:

- To ensure City facilities' HVAC systems are operating correctly.
- To provide regular scheduled preventive maintenance (PM).
- To perform repairs as needed in a timely manner.

Scope of Work:

- The awarded company must perform all HVAC work as outlined in BID 2024-101.
- The City of Celina has facilities located at various locations throughout the City that require HVAC service.

- The number of facilities requiring HVAC service may increase or decrease over the duration of the contract due to new construction or the demolition/sale of older buildings.
- **Pricing Requirements:** Bidders' pricing includes all fees, such as:
 - Parts
 - Labor
 - Environmental fees
 - Trip charges
 - Mileage
 - Any other associated costs

By following this process, the City of Celina aims to maintain its HVAC systems, to prolong the systems' life through routine preventive maintenance, and ensuring they are operating efficiently to reduce operational cost and, when repair is needed, it is done promptly when an issue arises.

Legal Review:

n/a

Supporting Documents:

1. Agenda Recap
2. Bid Tabulation by Line Item
3. HVAC PM & Repair Agreement with CEC Facilities Group - Partially Executed

Financial Consideration:

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

Staff Recommendation:

Authorize the agreement for Bid 2024-101 as presented.

**CITY OF CELINA
SOLICITATION RECAP**

**SOLICITATION #: 2024-093
SOLICITATION NAME: DOWNTOWN STREET IMPROVEMENTS – ARIZONA & COLORADO
(REBID)
PROJECT #: D56**

Bid Opening Date	<u>5/14/2024</u>	Bid Opening Time:	<u>10:00 AM</u>
Number of Invitations Sent/Vendors Notified:		<u>287</u>	
Number of Submissions:		<u>4</u>	
Number of Non-Responsive Bids:		<u>0</u>	
Number of Responsive Bids:		<u>4</u>	
Number of No Bids:		<u>0</u>	

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. Bids were evaluated on price and references.

Coop/Sole Source:

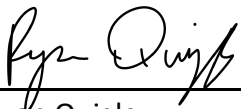
N/A

Recommendation:

Upon Review the requesting department recommends the following.

Recommended Vendor(s): CEC

Contract Term/Period: 1 year with 4 optional 1 year renewals



Ryan Quigley
Purchasing Agent

5-23-24

Date

Bid 2024-100 HVAC PM & Repairs				CEC Facilities Group, LLC		Kendrick Mechanical Inc.		McCloskey Mechanical		ACIS Inc (Air Conditioning Innovative Solutions Inc)	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
Base Bid											
1.1	Quarterly Maintenance - City Hall	4.00	EA	\$ 1,419.00	\$ 5,676.00	\$ 1,212.50	\$ 4,850.00	\$ 5,100.00	\$ 20,400.00	\$2,693.00	\$ 10,772.00
1.2	Quarterly Maintenance - Old Celina Park	4.00	EA	\$ 506.00	\$ 2,024.00	\$ 700.00	\$ 2,800.00	\$ 2,975.00	\$ 11,900.00	\$3,416.00	\$ 13,664.00
1.3	Quarterly Maintenance - Old Celina Park Softball field	4.00	EA	\$ 172.50	\$ 690.00	\$ 225.00	\$ 900.00	\$ 300.00	\$ 1,200.00	\$ 885.00	\$ 3,540.00
1.4	Quarterly Maintenance - Annex	4.00	EA	\$ 1,074.00	\$ 4,296.00	\$ 1,212.50	\$ 4,850.00	\$ 5,312.00	\$ 21,248.00	\$7,214.00	\$ 28,856.00
1.5	Quarterly Maintenance - Police Admin	4.00	EA	\$ 836.00	\$ 3,344.00	\$ 1,125.00	\$ 4,500.00	\$ 4,250.00	\$ 17,000.00	No Bid	#VALUE!
1.6	Quarterly Maintenance - New Police HQ	4.00	EA	\$ 300.00	\$ 1,200.00	\$ 2,650.00	\$ 10,600.00	\$ 4,250.00	\$ 17,000.00	\$3,960.00	\$ 15,840.00
1.7	Quarterly Maintenance - Police Asset building	4.00	EA	\$ 146.00	\$ 584.00	\$ 500.00	\$ 2,000.00	\$ 300.00	\$ 1,200.00	No Bid	#VALUE!
1.8	Quarterly Maintenance - EDC	4.00	EA	\$ 530.00	\$ 2,120.00	\$ 563.00	\$ 2,252.00	\$ 1,275.00	\$ 5,100.00	\$2,152.00	\$ 8,608.00
1.9	Quarterly Maintenance - Celina Rd. Pump Station	4.00	EA	\$ 376.00	\$ 1,504.00	\$ 625.00	\$ 2,500.00	\$ 1,275.00	\$ 5,100.00	\$2,331.00	\$ 9,324.00
1.10	Quarterly Maintenance - Fire Station 1	4.00	EA	\$ 854.00	\$ 3,416.00	\$ 1,500.00	\$ 6,000.00	\$ 2,975.00	\$ 11,900.00	\$2,850.00	\$ 11,400.00
1.11	Quarterly Maintenance - Fire Station 2	4.00	EA	\$ 407.00	\$ 1,628.00	\$ 725.00	\$ 2,900.00	\$ 2,338.00	\$ 9,352.00	\$2,693.00	\$ 10,772.00
1.12	Quarterly Maintenance - Fire Station 3	4.00	EA	\$ 2,038.00	\$ 8,152.00	\$ 2,250.00	\$ 9,000.00	\$ 4,462.00	\$ 17,848.00	\$6,009.00	\$ 24,036.00
1.13	Quarterly Maintenance - Downtown Pump Station	4.00	EA	\$ 334.00	\$ 1,336.00	\$ 550.00	\$ 2,200.00	\$ 1,275.00	\$ 5,100.00	\$2,331.00	\$ 9,324.00
1.14	Quarterly Maintenance - Police Modular	4.00	EA	\$ 507.00	\$ 2,028.00	\$ 1,125.00	\$ 4,500.00	\$ 1,488.00	\$ 5,952.00	\$1,971.00	\$ 7,884.00
1.15	Quarterly Maintenance - WWTP Downtown	4.00	EA	\$ 614.00	\$ 2,456.00	\$ 1,025.00	\$ 4,100.00	\$ 2,975.00	\$ 11,900.00	\$3,416.00	\$ 13,664.00
1.17	Quarterly Maintenance - Frontier LS	4.00	EA	\$ 60.00	\$ 240.00	\$ 75.00	\$ 300.00	\$ 300.00	\$ 1,200.00	\$ 522.00	\$ 2,088.00
1.18	Quarterly Maintenance - Library	4.00	EA	\$ 300.00	\$ 1,200.00	\$ 315.00	\$ 1,260.00	\$ 850.00	\$ 3,400.00	\$ 885.00	\$ 3,540.00
1.19	Quarterly Maintenance - Senior Center	4.00	EA	\$ 172.00	\$ 688.00	\$ 500.00	\$ 2,000.00	\$ 850.00	\$ 3,400.00	\$1,248.00	\$ 4,992.00
1.20	Quarterly Maintenance - Old Senior Center (140 N. Ohio)	1.00	EA	\$ 554.00	\$ 554.00	\$ 250.00	\$ 250.00	\$ 300.00	\$ 300.00	\$ 522.00	\$ 522.00
1.21	Quarterly Maintenance - Public Works Service Center	4.00	EA	\$ 1,236.00	\$ 4,944.00	\$ 1,160.00	\$ 4,640.00	\$ 4,143.00	\$ 16,572.00	\$3,235.00	\$ 12,940.00
1.22	Quarterly Maintenance - Public Works House	4.00	EA	\$ 232.00	\$ 928.00	\$ 250.00	\$ 1,000.00	\$ 850.00	\$ 3,400.00	\$ 885.00	\$ 3,540.00
1.23	Quarterly Maintenance - 311 N. Lousianna	4.00	EA	\$ 73.00	\$ 292.00	\$ 155.00	\$ 620.00	\$ 850.00	\$ 3,400.00	\$ 885.00	\$ 3,540.00
1.24	Quarterly Maintenance - Light Farms Water Tower	4.00	EA	\$ 86.00	\$ 344.00	\$ 70.00	\$ 280.00	\$ 300.00	\$ 1,200.00	\$ 704.00	\$ 2,816.00
1.25	Quarterly Maintenance - 300 W. Maple (Modular)	4.00	EA	\$ 492.00	\$ 1,968.00	\$ 500.00	\$ 2,000.00	\$ 850.00	\$ 3,400.00	\$1,066.00	\$ 4,264.00
1.26	Quarterly Maintenance - 310 W. Maple (Modular)	4.00	EA	\$ 175.00	\$ 700.00	\$ 500.00	\$ 2,000.00	\$ 850.00	\$ 3,400.00	\$1,066.00	\$ 4,264.00
1.27	Quarterly Maintenance - IT Building	4.00	EA	\$ 103.00	\$ 412.00	\$ 125.00	\$ 500.00	\$ 300.00	\$ 1,200.00	\$ 522.00	\$ 2,088.00
1.28	Quarterly Maintenance - Sunset Lift Station	4.00	EA	\$ 57.00	\$ 228.00	\$ 70.00	\$ 280.00	\$ 300.00	\$ 1,200.00	\$ 704.00	\$ 2,816.00
	Base Bid Total				\$ 52,952.00		\$ 79,082.00		\$ 204,272.00		\$ 142,422.00
Parts & Hourly Labor Rates											
2.1	Licensed Technician Hourly Rate	1	EA	\$115.00		\$150.00		\$89.00		\$140.00	
2.2	Licensed Technician Hourly Rate - Overtime	1	EA	\$172.50		\$225.00		\$132.00		\$210.00	
2.3	Laborer Hourly Rate	1	EA	\$110.00		\$85.00		\$58.00		\$100.00	
2.4	Laborer Hourly Rate - Overtime	1	EA	\$165.00		\$127.50		\$86.00		\$150.00	
2.5	Hourly Rate for Control Service	1	EA	\$145.00		\$185.00		\$90.00		\$150.00	
2.6	Material Mark Up Percentage	1	EA	25%		37%		15%		30%	

City of Celina, Texas
Standard Contract for Services

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (hereinafter referred to as the "City") and **CEC Facilities Group LLC**, (hereinafter referred to as the "Provider") for **HVAC Preventative Maintenance and Repairs** (hereinafter referred to as the "Project"). In consideration of the premises, covenants, and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The City agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: **HVAC Preventative Maintenance and Repairs** (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibits, attached hereto and incorporated herein by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in **Exhibit A – Best Value Bid**. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the City in writing.
3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Agreement and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period for this Agreement is for one year from the effective date, with the option to renew for up to four additional one-year terms.
5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in **Exhibit B – Supplier Response**, attached hereto, and incorporated herein by reference.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after the City's receipt of the invoice for the previous month's Services or as set forth in **Exhibit A**.
7. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, City of Celina, 142 N. Ohio, Celina, TX 75068, or **emailed to accountspayable@celina.gov**.
8. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to the Provider.
9. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in **Exhibit C**. Failure to maintain the required insurance may result in immediate termination of this Agreement.
11. **INDEMNIFICATION.** THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES

UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

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

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

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

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

15. **TERMINATION OF CONTRACT.** The City may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the City shall notify the Provider and the Provider shall be given seven (7) days to cure such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the City, the City may terminate this Agreement upon written notice as provided herein.

In the event of any termination hereunder, the Provider consents to the City's selection of another Provider to assist the City in any way in completing the Services. The Provider

further agrees to cooperate and provide any information requested by the City in connection with the completion of the Services.

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

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

24. **MAILING ADDRESSES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

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

Provider
Attn: Travis Rowe
1275 Valley View Lane
Irving, TX 75061
trowe@cecfg.com

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

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

EXECUTED in single or multiple originals.

CITY OF CELINA

Robert Ranc, City Manager

Date

PROVIDER

Travis Rowe
Travis Rowe May 28, 2024 09:57 CDT

Travis Rowe Director Service Sales
Type/Print Name and Title

05/28/2024

Date



INVITATION TO BID (BEST VALUE)

HVAC PM AND REPAIRS

BVB 2024-101

ELECTRONIC SUBMITTAL IS PREFERRED.

WWW.CELINA-TX.GOV/BIDS

The City strongly requests that vendors submit responses electronically. Electronic submission eliminates errors, unnecessary work, and is friendlier to the environment.

For additional information concerning this bid, please contact
Ryan Quigley, Purchasing Agent, at 940-208-0128 or
purchasing@celina-tx.gov.

THE BID OPENING WILL BE HELD AT THE DATE AND TIME THAT SOLICITATIONS ARE DUE. YOU MAY ATTEND VIRTUALLY USING THE FOLLOWING INFORMATION:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 254 505 698 072

Passcode: aNAF38

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 469-848-0201](#).,54864082# United States, Dallas

Phone Conference ID: 548 640 82#

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SECTION 1: INSTRUCTIONS/GENERAL INFORMATION

1.1 SUBMISSION

Offerors may submit proposals electronically or in hard copy. The City's preference is electronic submission. Refer to Section 4 for detailed submission instructions.

1.2 NO OFFER/NO BID

The City is appreciative of the time and effort you must expend to submit an offer. If you choose not to respond, we would greatly appreciate you indicating any requirement that may have influenced your decision.

1.3 INCLEMENT WEATHER

In the event of inclement weather and City offices are officially closed on the due date, responses will be received until 3:00 PM of the next business day at which time submittals will be publically opened.

1.4 ACCEPTANCE

It is understood that the City of Celina, reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of the City. Receipt of any proposal shall under no circumstances obligate the City to accept the lowest proposal. The award of the contract shall be made to the responsible proposer whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposal.

1.5 SUBMITTAL OF CONFIDENTIAL MATERIAL

The Owner considers all Proposal information, documentation and supporting materials submitted in response to this Request for Proposal to be non-confidential and/or non-proprietary in nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.) after the award of the contract except for trade secrets and confidential information which the Offeror identifies as proprietary. Any material that is to be considered as CONFIDENTIAL/PROPRIETARY in nature must be clearly marked on each applicable page by the proposer. Marking your entire proposal CONFIDENTIAL/Proprietary is not in conformance with the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.).

1.6 DISCLOSURE OF CERTAIN RELATIONSHIPS

Chapter 176 of the Texas Local Government Code requires that any proposer or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the proposer or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. Additional information on the statute is available at: <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

By submitting a response to this request, the proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

1.7 DISCLOSURE OF INTERESTED PARTIES

In compliance with Section 2252.908 of the Texas Government Code, the City of Celina may not enter into a contract with a business entity as a result of acceptance or award of this solicitation unless the business entity submits a disclosure of interested parties form as required by this statute. Notification will be given to the business entity recommended for award upon which the business entity will be required to submit the completed form prior to award.

Additional information on the statute may be found at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.8 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.

1.9 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.

1.10 INFORMATION / QUESTIONS

All questions shall be posted to the City's electronic bidding service, by the deadline stated. All questions and answers will be posted online. Proposers are responsible for insuring all answers to questions are reviewed prior to the submittal date. Answers provided to posted questions address minor irregularities and are for clarification purposes only and do not revise or modify the specifications. Answers to questions that result in revisions to the specification will be address by Addendum. No oral statement of any person shall modify or otherwise change, or affect the specification.

1.11 PROPOSER RESPONSIBILITY

It is the responsibility of each proposer before submitting a proposal:

1. To examine thoroughly the specification documents and other related data identified in the proposal documents, to visit the site to become familiar with and satisfy proposer as to the general, local, and site conditions that may affect cost, progress, performance, etc.
2. To consider federal, state, and local laws and regulations that may affect costs, progress, performance, or furnishing of the work.
3. To study and carefully correlate proposer's knowledge and observations with the contract documents and such other related data.
4. To promptly notify the City's Purchasing Manager of all conflicts, errors, ambiguities, or discrepancies which proposer has discovered in or between the contract documents and such other related documents.

1.12 MINIMUM STANDARDS FOR RESPONSIBLE BIDDERS

A prospective bidder must demonstrate and meet the following requirements:

1. Have adequate financial resources or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance
4. Have a record of integrity and ethics; and
5. Be qualified and eligible, as determined by the City, to receive an award.

1.13 ASSIGNMENT

The successful bidder shall not sell, assign, transfer or convey the contract in whole or in part, without the prior written consent of the City.

SECTION 2: SPECIFICATION / SCOPE OF WORK

The City of Celina is seeking bids to establish an annual contract with four (4) optional one (1) year renewal periods with a single vendor for HVAC Preventative Maintenance (PM) and Repairs. This agreement will contain a fixed pricing structure (per the bid sheet) for the term of the agreement.

All services shall be performed in accordance with Federal, State of Texas, and Local laws.

Subcontracting of services is not allowed. The awarded company must perform all work.

The City of Celina has facilities located at various locations throughout the City of Celina that require service. This may increase or decrease over the duration of the contract as new buildings are constructed or older buildings are demolished/sold. Pricing should include all fees, including but not limited to parts, labor, environmental fees, trip charges, mileage, etc.

Estimate Budget for PM and Repairs for FY25: **\$100,000**

Purchase Orders/Work Authorization

A purchase order will be issued on an annual basis for preventative maintenance. If planned repairs are needed, a quote will be required, and a separate purchase order will be issued before work may begin.

All invoices may be submitted to AccountsPayable@celina-tx.gov

Insurance Requirements

The City of Celina's insurance requirements are attached as Exhibit 2. Upon notification of the award, successful vendors will be required to provide a certificate of insurance meeting these requirements. The completed certificate of insurance **does not** have to be supplied with the bid.

Minimum Qualifications

1. Vendor and/or HVAC technician(s) shall maintain a current Class A State of Texas Air Conditioning and Refrigeration Contractor License. Bidders shall provide a copy of their License with their bid submittal.
2. Vendor shall have been in the commercial HVAC business for a minimum of five years and have available a minimum workforce of five HVAC technicians/journeymen with universal refrigerant handling certification and a minimum of five years of commercial HVAC experience.
3. Technicians' helpers shall have a minimum of one year of commercial HVAC experience and be certified to perform work requiring certification. Bidder shall provide license and commercial experience documentation for technicians and helpers with bid response.
4. Bidders shall provide five references evidencing professional experience with other preferably government entities that regularly provide HVAC services.

Scope of Work

The vendor shall provide preventative maintenance on all specified equipment as required by the specifications to ensure proper operation and efficiency of the equipment.

1. The contractor shall perform yearly and document an oil and refrigerant analysis for wear metals, acid, and moisture content.
2. The Contractor shall inspect, test, document, adjust, and lubricate (for preventative maintenance purposes) all Equipment in accordance with the manufacturer's recommended preventative maintenance procedures. Pictures should be taken before and after repairs.
3. Parts requiring replacement shall be of the newest design available, be compatible with the equipment, and be functionally equivalent. Replacement filters must meet or exceed MERV 8, pleated.
4. The contractor shall remove all debris from the site and clean the affected work areas. The contractor shall keep the premises free of debris and unusable materials resulting from their work. This includes the removal of old filters from the property; these can be disposed of at our public works facility if needed.
5. If the work performed requires the use of any product that contains any ingredient that could be hazardous, a Safety Data Sheet (SDS) must be submitted to the Contract Manager prior to the use of said product.
6. All work performed under this agreement shall conform to all local, state, and federal code and safety regulations.
7. The work described shall be done with the least inconvenience to the City. The amount of time that the normal operations are to be interrupted must be kept to an absolute minimum and shall be approved and coordinated with the contract manager.

PREVENTATIVE MAINTENANCE

A. Rooftop, Mitsubishi VRF City Multi, DOAS, and Split System Units: - (Quarterly) "Diamond Commercial Contractor" preferred for Mitsubishi VRF systems

- Check all control wiring for problems
- Check and record all compressor run loads amps
- Check all contactors and relays for operation and terminal connection
- Check all safety controls for operation and terminal connection and adjust as required.
- Check all condenser fan motors for operation and oil as required
- Check condenser motor blades
- Check all evaporator fan motors for operation and oil as required
- Inspect evaporator blower assembly, grease bearings
- Check all evaporator belts for alignment and adjust
- Replace all belts semi-annually or more as needed and leave a spare belt in the unit
- Inspect all evaporator coils, cassettes and mini-split filters and clean.
- Check the operation of all evaporator condensate pumps
- Using only a low water pressure spray, clean evaporators and condenser coils **(annually or as needed)**
- Inspect all drain pans, clean them as required, and ensure they are plug-free
- Provide filter and labor for one (1) filter change per quarter
- Check condenser coils for damage and visible leaks
- Check all evaporators for leak
- Check operational Freon levels

- Inspect for abnormal operational vibration and correct as required
- Check the operation of the thermostat and calibrate as required

B. Air Handlers and Six portable A/C units: - (Quarterly)

- Check motor and record amp draw
- Check starter for operation and wiring terminations
- Check belts for alignment and adjust as required
- Replace all belts semi-annually or more as needed and leave a spare belt in the unit
- Check operational Freon levels
- Check all bearings and grease as required
- Visual inspection of shaft condition, report problems
- Check and record entering and leaving air temperatures
- Verify drain operation and clear any obstructions
- Using only a low water pressure spray, clean coils **(annually or as needed)**
- Install pan tabs as required
- Provide filter and labor for one (1) filter change per quarter
- Visual inspection of vane blades or induction fan blades for stress cracks
- Check and recalibrate static pressure sensors
- Check and recalibrate humidity controls as required
- Check variable speed drives for normal operation

C. Building Automation: - (Quarterly) – EDC, Annex and Fire Station #1

- Check all sensors for range and operation
- Calibrate sensors as needed
- Check all wiring and adjust as needed
- Check all controllers for operation
- Go over programming with onsite personnel
- Check data trend for HVAC equipment
- Check all set points and adjust as required
- Check all pneumatic to electric switches for proper pressure

D. Filters

- All filters in all facilities will be replaced with pleated filters and or washed on a quarterly basis, material inclusive in cost

E. Fire Dampers: “A” Buildings – (Annually)

- Fire dampers will be inspected, signed, and dated to ensure they are functioning correctly. Any materials needed for repairs will be included in the cost at all applicable facilities.

F. Exhaust Fans: - (Quarterly)

- Inspect all exhaust fans for proper operation, belt alignment, and adjustment
- Replace belts once a year or more as needed and leave a spare belt in the unit as needed
- Check for any abnormalities

G. Space / Chase / Bay Heaters - (Twice during the heating season)

- Inspect all heaters for proper operation at the beginning of the heating season and again the following quarter

SCHEDULE OF PREVENTATIVE MAINTENANCE

- Complete unit inspections
- Check operating conditions and adjust as needed
- Quarterly Inspections on all RTUs, Water Source Heat Pumps, Split Systems, and Window Units
- Quarterly Condenser Coil and Chiller Coils shall be cleaned with low-pressure water spray.
- Quarterly replacement of all return air filters.
- Semi-annual belt changes on all listed equipment requiring belts leaving spares in the unit
- Annual Inspection and belt replacement of exhaust fans leaving spares in units.
- Annual Pre-Heat Inspection on all listed equipment per manufacturer's requirements
- Annual Pre-Cooling Inspection on all listed equipment per manufacturer's requirements
- Condenser cleanings on all equipment are to be per the manufacturer's requirements

Pre-Season Cooling

- Inspect all units and make adjustments as applicable.
- Check compressor for proper refrigerant charge
- Check for excessive vibration
- Check and record the current draw
- Measure the temperature differential across the cooling coil
- Check contacts and connections for pitting and burning
- Check safety controls
- Replace: all return air filters except for VAV's and FPBs
- Clean the condenser and evaporator coils with low-pressure water spray.
- Replace all drive belts, leaving spares in units.
- Lubricate motors and bearings, as applicable
- Check motor mounts
- Clean the condensate drain pan and drain
- Check thermostats and calibrate as applicable

During Season Cooling

- Check for excessive vibrations
- Check contacts and connections for pitting and burning
- Replace all return air filters except for VAV's and FPBs
- Check condenser coils for cleanliness and clean as needed
- Check conditions of drive belt(s) and replace where needed due to existing belt condition, leaving spares in units
- Lubricate motors and bearings, as applicable
- Clean the condensate drain pan and drain
- Check thermostats and calibrate as applicable

Pre-Season Heating

- Check burner operation
- Check electric strip heating
- Check operating and safety controls
- Check heat exchanger visually for corrosion, cracks and soot build-up
- Clean all condenser coils with low-pressure water spray.
- Remove accumulated dirt from the bottom of the unit
- Check the condition of drive belt(s), and replace where needed due to existing belt condition, leaving spares in units
- Lubricate motors and bearings, as applicable

- Check motor mounts
- Check thermostats and calibrate as applicable
- Replace all return air filters, including VAVs and FPBs
- Check the operation of all space heaters and bay heaters

During Season Heating

- Check burner and heating coil operation
- Check condenser coils for cleanliness and clean as needed
- Replace all return air filters except for VAV's and FPB's.
- Check operating and safety controls
- Check the condition of drive belt(s), and replace where needed due to existing belt condition, leaving spares in units
- Lubricate motors and bearings, as applicable
- Check thermostats and calibrate as applicable

Maintenance Schedule Meeting

Within ten days of the bid award, the Vendor will meet with the Owner to develop a comprehensive preventive maintenance inspection schedule and to review the inspection form. If agreed by the Owner, the vendor may use an internal Inspection form that includes, at minimum, the following information:

- Facility and address
- Date of maintenance
- Equipment Identification
- List of all equipment inspected and results of the inspection
- Life of all maintenance performed
- A comments section
- Area for Owner signature and date, indicating Owner review

Vendor(s) will meet with the Owner to develop a detailed repairs form required for any repairs recommended, necessary, or required due to emergency conditions within 30 days of the bid award. This form will include, at a minimum, the following information: facility; address; date required repair was reported; equipment identification; a detailed explanation of repair; recommended repair time frame; cost (including an itemization of materials, equipment, and labor); and an area for Owner signature and date, indicating Owner review.

The contractor shall provide written estimates for non-emergency work within three (3) days after the original request. The contractor shall be responsible for ensuring they have all information to prepare accurate estimates. Work will only be performed with the City's written authorization by issuance of a Purchase Order. Upon authorization actual work will not exceed the successful Contractor's estimate. Work will begin no later than three (3) days after notice of acceptance.

Owner and Vendor(s) will establish a procedure for emailing service and repair paperwork to a designated email address, using consistent documentation titles, to allow both Owner and Vendor(s) to effectively catalogue maintenance and repairs information, tracking with ease any problematic equipment. In no event will Owner permit Vendor to purchase and/or install any materials or equipment, without prior written approval of all costs associated with the repairs event. Specialty parts and equipment, where applicable and outside of emergency situations, may require Owner solicitation of competitive bids.

Vendor shall make Owner aware of any foreseeable future repairs or anticipated end-of-life for equipment as it is noticed.

WARRANTY

All parts furnished under this contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. All materials will be new and unused and bear the U.L. listed approval for their installed application. Materials and parts that are used, shopworn, demonstrator, prototype, reconditioned or discontinued model, or materials will not be accepted. The warranty period for vendor-provided materials shall be for a period of one year minimum. Labor shall also be guaranteed for a minimum of one year. The warranty/guarantee period shall commence upon the date of acceptance by the City. The vendor shall provide the authorized representative with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site.

PERMITS

The contractor is required to apply for and obtain any required permits prior to the commencement of any work. All City required permit fees shall be waived.

RESPONSE TIME

The maximum allowable response time for non-emergency calls is four (4) hours after receipt of the call. The maximum allowable response time for emergency calls is one (1) hour after receipt of the call. For the purpose of this bid, an emergency is defined as any condition(s) which is a threat to health, welfare or the safety of the citizens, employees and/or property or a condition that will affect any essential services as determined by the contract manager.

CONDUCT AND CLEAN UP

When working on or in any Owner facility, Vendor(s) is required to dress with industry-standard clothing and safety equipment. Upon arrival, the Vendor shirt must bear the name of the service person, as well as the company logo. When worn, hats are required to be blank or bear the vendor logo. At all times, the vendor shall respect and protect the owner's property, furniture, and fixtures and interact with the owner, Owner representatives, and members of the public or guests with professionalism and respect.

At no time will facility restrooms ever be permitted to be used to wash tools and equipment. In the event Vendor is caught using restrooms inappropriately Vendor may be subject to legal action by Owner.

All work sites must be returned to their original condition prior to beginning work. For projects continuing for more than one day, daily clean-up must be completed to keep the area neat, orderly, and safe.

When applicable, the contractor shall clean the worksite and dispose of all refuse at an approved landfill approved by the Texas Commission on Environmental Quality (TCEQ). The contractor is responsible for the disposal of all hazardous materials in accordance with the guidelines of the Department of Natural Resources and Environmental Control (DNREC), and EPA regulations and must include a copy of the handling and disposal plan with their bid. It is not the intent of the City to be responsible for the administration of this plan. All old filters must be removed from the property and disposed of properly.

Any and all combustible materials shall be handled and stored in compliance with all National Fire Protection Association (NFPA) and state and local safety codes and regulations.

Building Access will be provided to the Vendor through an authorized City representative for the affected facility and for the performance of the service.

BUILDING RESTRICTIONS

Parking - The vendor shall make arrangements with the authorized City representative prior to off-loading tools and equipment at the job site. The contractor shall park in designated areas only.

Restrooms - Restrooms shall not be used for washing tools and equipment.

Security - The vendor shall provide and update the list of all contractor personnel at the job site. The contractor shall comply with all security measures required by the City.

Building Access - The vendor shall make prior arrangements with the authorized City representatives for access to the building(s) for service performance. Service calls to the Police Station must be escorted by City employees.

SAFETY

The contractor must always keep the work area clean, orderly, and safe. All work areas must be kept secure to prevent the general public from gaining access. Materials containing asbestos will not be allowed. General safety rules and federal and state regulations must always be followed.

The contractor is responsible for proper lighting and ventilation in the work area.

The contractor shall provide all equipment and tools, which shall be the appropriate type for the task to which their use has been assigned and shall be well maintained, calibrated, and in proper working order before use in the performance of the service.

Before commencing work, the contractor shall thoroughly examine and become familiar with the system(s) and associated facilities to ensure the service can be completed in an orderly, safe manner. The contractor shall report immediately to the City's authorized representative the existence of unsafe conditions(s) that will compromise the performance of the service.

SECTION 3: EVALUATION

3.1 AWARD

The City intends to make an award using the best value evaluation criteria listed below.

3.2 SUBSTANTIVE PROPOSALS

The respondent, by submitting a response, certifies the following:

- a. that his bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation;
- b. that he has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid;
- c. that he has not solicited or induced any other person, firm, or corporation from proposing; and
(d) that he has not sought by collusion to obtain any advantage over any other respondents or the City of Celina.

3.3 Submittals will be scored as follows:

A.	Price – Preventative Maintenance	40 Points
B.	Price – Material Markup	15 Points
C.	Price - Hourly Rates	15 Points
D.	References	30 Points

SECTION 4: SUBMITTAL PROCEDURES

4.1 SUBMISSION REQUIREMENTS

The City of Celina uses an electronic procurement system to deliver and accept bids/proposals. The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors and unnecessary work and is friendlier to the environment. Your cooperation is appreciated. Email or Fax submissions will not be accepted.

4.2 DUE DATE AND TIME

Bids must be received prior to the due date and time. Late responses will NOT be accepted.

4.2 LATE BIDS

Bids will NOT be accepted after the date and time listed. The City of Celina uses the time listed in the eProcurement system. The City is not responsible for the lateness of mail, carriers, internet connectivity, website issues, etc.

4.3 BID SUBMITTALS

Bids shall be submitted on the forms provided to ensure complete uniformity of wording of all bids. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

4.3 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation, the proposer agrees that any offer it submits may be accepted by the City at any time within 90 days from the close date.

a) **Electronic Submission** – Electronic submission is quick and easy. Simply visit the website at www.celina-tx.gov/bids and complete the following tasks.

- i) Log in
- ii) Attachments - Download specifications and all required forms.
- iii) Attributes – Answer any questions listed.
- iv) Response Attachments - Upload completed required forms. Max size 100 MB.
- v) Line Items – Enter Unit Pricing, if required.
- vi) Response Submission – Complete the required information and electronically sign and submit the response.

b) **Help/Assistance with electronic submission.**

- i) Contact Purchasing at 469-813-4194 or purchasing@celina-tx.gov.
- ii) Click the HELP link after log in on the top right of your screen.



2024-101 Addendum 6 CEC Facilities Group, LLC Supplier Response

Event Information

Number: 2024-101 Addendum 6
Title: HVAC PM and Repairs
Type: Best Value Bid
Issue Date: 4/22/2024
Deadline: 5/14/2024 10:00 AM (CT)
Notes: The City of Celina (City) is seeking to establish a fixed price agreement for HVAC PM and Repairs.

Contact Information

Contact: Ryan Quigley
Address: Purchasing
142 N Ohio St
Celina, TX 75009
Phone: (940) 208-0128
Email: rquigley@celina-tx.gov

CEC Facilities Group, LLC Information

Contact: Travis Rowe
Address: 1275 Valley View Lane
Irving, TX 75061
Phone: (817) 945-9593
Email: trowe@cecfg.com
Web Address: www.cecfg.com

Undersigned affirms: 1. They have read and understand the requirements of this request; 2. They are duly authorized to sign and submit this response on behalf of the firm named in this submittal. 3. The proposal has not been prepared in collusion with any other proposer, and that the contents of the proposal as it relates to the pricing, terms or conditions of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

ThyThy Fuqua

Signature

tfuqua@cecfg.com

Email

Submitted at 5/13/2024 04:36:34 PM (CT)

Supplier Note

Thank you for the opportunity! CEC's in-house service team is a true one-stop facility service provider. With a fully staffed support desk and warranty group, along with a dedicated fleet of 30 vehicles ready to roll, CEC can provide 24/7 emergency or planned solutions. We offer both on-demand and preventative maintenance support for mechanical, electrical, plumbing, technology, and audio-visual needs. Please do not hesitate to reach out with questions. Thank you again!

Requested Attachments

CIQ - Conflict of Interest

Complete the CIQ form located in the Attachments Tab and upload here.

CIQ - CECFG.pdf

W9

Complete the W9 form located in the Attachments Tab and upload here.

W9 2024 - CECFG.pdf

Contractor Questionnaire

Complete the Contractor Questionnaire form located in the Attachments Tab and upload here.

Exhibit 5
Contractor_Questionnaire -
CECFG.pdf

Form 1295

Complete the form 1295 electronically and upload the signed form here

CEC - Form 1295.pdf

Response Attachments

Certificate of Insurance - CEC Facilities Group LLC - Celina 2024.pdf

Certificate of Insurance - CEC Facilities Group

CEC Mechanical Employee License Numbers 2024-101.pdf

Mechanical Licenses for CEC Service Technicians per the Contractor Questionnaire, Question 1.

CEC Facilities Group - Overview-Service Brochure 2024.pdf

Company overview and service brochure for CEC Facilities Group.

Bid Attributes

1	Electronic Submission <i>The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment.</i>
2	Bid Acceptance All bids will remain subject to acceptance for a period of 90 days.
3	Retracting Your Bid - Making Modifications after submission. Modification to or Withdrawal of Submission Submissions cannot be altered or amended after the submission deadline passes. Submissions may be modified prior to the deadline by retracting the response. To modify a submission prior to the submission deadline: 1. Log into your account, click the retract link at the top of the page. ◊ Select "NO BID" if you are choosing not to re-submit; or ◊ Make the required changes and resubmit your response. ◊ See the help section in the top right of the window for further details.
4	Local Preference Policy The purpose of this policy is to comply with Sections 271.905 and 271.9051 of the Texas Local Government Code to allow for consideration of a bidder's principal place of business in the award of a competitively bid contract. This application for local preference consideration does not mean that the City of Celina is limiting responses to the competitive bid process to only businesses located within the City limits. All bids are welcome and encouraged. Vendors must submit an application with each solicitation. The decision to approve or deny consideration shall be at the discretion of the City Council. Applications for local preference may downloaded from the City's Procurement website located here.

5 Non-Collusion

I certify as the respondent and submitter for this solicitation that:

1. That I am the person responsible in my firm and named in this bid response for the price(s) and the amount of this bid.
2. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
3. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be discussed before bid opening.
4. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
5. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
6. My firm, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by the State of Texas or Federal Antitrust law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

☒ I certify that the statement is accurate and true.

6 Cooperative Agreement

Successful bidder agrees to extend prices to all entities that have entered into or will enter into an Interlocal Agreement with the City. As permitted under by Texas Government Code the successful bidder may be asked to provide products/services, based upon bid price, to any other entity with an executed Interlocal Agreement.

The City maintains Interlocal Agreements with entities throughout the Dallas - Fort Worth area. Agreements may be viewed at www.celina-tx.gov/bids by selecting the **contracts** link.

Agree

7 Insurance

By selecting the box below, I agree that I have read and understand the insurance requirements detailed in the Insurance Requirements document and that I have or will obtain the required insurance and maintain it for the duration of this contract.

☒ I agree and will maintain the required insurance.

8 myCOI

The City of Celina is utilizing myCOI to track and verify insurance for all contracts. Once an award recommendation has been determined, the recommended vendor will be receive an email from registration@mycoitracking.com. Please follow the instructions contained in the email and complete the online registration. When registration is complete, myCOI will request proof of insurance directly from your agent(s).

Work may not begin until contracts are in place, insurance verified and the purchase order and/or a notice to proceed issued.

Note:

1. It is critical that your email address and agents email are accurate.
2. Please add registration@mycoitracking.com to your safe sender list.

☒ I agree & will complete the required registration.

9 Contact Person

Name and Title

Thy Thy Fuqua, Service Sales Account Manager

10	Contact Person Phone (817) 903-6914
11	Contact Person Email tfuqua@cecfg.com
12	Main Office Location 1275 Valley View Lane Irving TX 75061
13	Years in Business 15
14	Office Location Please list your corporate office location and any branch locations in Texas. 1275 Valley View Lane, Irving TX 75061
15	Business Name Has your business operated under the same name? If no, under what former name has your organization operated? CEC Facilities Group LLC
16	Binding Official The name of the binding official granted the power to execute agreements. Travis Rowe, Director of Service Sales
17	Licensing List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable. Type N/A if not. HVAC License #: TACLA109121C Plumbing License #: 41300 Electrical License #: 30320
18	SB 252 By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not provide supplies or services to a foreign terrorist organization. ☒ I certify that the statement is accurate and true.
19	HB 89 ISRAEL By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not boycott Israel during the term of this contract. ☒ I certify that the statement is accurate and true.
20	SB 13 Boycotting Energy Companies By checking the box, I the authorized representative for the submitting firm certify for this solicitation that: 1. My firm does not boycott energy companies; and 2. My firm, if awarded this solicitation, will not boycott energy companies during the term of this contract. ☒ I certify that the statement is accurate and true.

2
1**SB 19 Firearm and ammunition industries**

I certify as the respondent and submitter for this solicitation that:

1. I am the person responsible in my firm and named in this bid response.
2. I do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
3. I will not discriminate during the term of the contract against a firearm entity or firearm trade association.

☒ I certify that the statement is accurate and true.

2
2**Felony Conviction**

State in the space provided one of the following:

1. My firm is a publicly held corporation, therefore this reporting requirement is not applicable.
2. My firm is **NOT** owned or operated by anyone who has been convicted of a felony.
3. My firm is owned or operated by the following individual(s) who has/have been convicted of a Felony. Include the individual(s) name and details of the conviction.

2. My firm is NOT owned or operated by anyone who has been convicted of a felony.

2
3**Risk 1: Taxes - Local**

Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable?

If no, please enclose details.

Yes

2
4**Risk 2: Taxes - State/Federal**

Has your business/company/organization fulfilled all of its obligations relating to the payment of Federal and State taxes, fees, or other obligations?

If No, please enclose details.

Yes

2
5**Risk 3: Audit/Investigation**

In the last five (5) years, has your business/company/organization, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency? If yes, please enclose details.

No

2
6**Risk 4: Debarment**

In the last five (5) years, has your business/company/organization been debarred or suspended for any reason by any federal, state or local government or has refrained from bidding on a project due to an agreement with such governmental agency? If yes, please attach a full explanation.

No

2
7**Risk 5: Bonding**

In the past five (5) years, has your business/company/organization had its surety called upon to complete any contract, whether government or private sector? If yes, please enclose details.

No

2
8**Risk 6: Licensing**

In the past five (5) years, has your business/company/organization had a revocation, suspension or disbarment of any business or professional permit and/or license? If yes, please enclose details.

No

2
9**Risk 7 Contract Default**

Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the City?
If yes, please enclose details.

No

3
0**Risk 8 Contract Termination**

Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance? If yes, please enclose details.

No

3
1**Risk 9 Claims and Suits**

Are there any judgments, claims, arbitration proceedings or suits filed or outstanding against your organization or its officers for the last five (5) years? If yes, please detail.

No

3
2**Risk 10 Claims and Suits**

Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? If the answer is yes, please attach details.

No

3
3**Exceptions / Comments**

List any Exceptions or Comments you have here. If none, enter: NONE.

NONE

3
4**Public or Private**

Is your business publicly traded?

No

3
5**Ex-Parte Communication**

To ensure the fair evaluation of a solicitation, the City prohibits communication (e.g., unsolicited) initiated by the Respondent to City personnel outside the Procurement Department during the solicitation and evaluation period. The appropriate City designee will initiate communication between a Respondent and the City to obtain information or clarification needed to develop an accurate evaluation of the solicitation.
Ex parte communication may be grounds for disqualifying the offending Respondent from consideration for award.

3
6**Invoices**

All invoices must reference the City of Celina's Purchase Order/Department Purchase Order number, department name, job site location, city employee requesting service, and a **complete breakdown of charges**. The breakdown on the invoice should be in accordance with the bid pricing. If applicable, invoices should provide clear detail and breakdown for labor (to include hourly rate and cost per hour), and mark-up on parts/materials should be provided on the invoice and extended (detail to show vendors cost, and then extended to show markup). All original invoices must be sent to accountspayable@celina-tx.gov.

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ACH

All payments will be made via ACH. Please complete the form and submit it to W9@celina-tx.gov **ONLY** if awarded the contract or if you are an existing vendor who would like ACH. Payment terms are Net 30 unless otherwise specified by the City in this solicitation.

38

State of Texas Registration

Is your company registered with the Texas Secretary of State to transact business in the State of Texas? If your company is registered, provide the file number for your company's registration. If not, please provide an explanation of why your company is not currently registered. If you are a sole proprietor and are not registered with the state please write in "Sole Proprietor" in lieu of the file number.

39

Certificate of Interested Parties Electronic Filing Form 1295

In 2015, the Texas Legislature adopted house bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties Form 1295 to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the commission. The Contractor shall:

1. Log onto the State Ethics Commission website at:
<https://www.ethics.state.tx.us/filinginfo/1295/>
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Sign the Form 1295
5. Attach the signed form to the response attachment tab of the solicitation
6. The City will acknowledge the form of the awarded bidder no later than 30 days after the Council award.

☒ Acknowledge

40

Term of Contract

The contract is for one year (1) with the option to renew the agreement for up to four (4) additional one (1) year periods. Both parties must be in agreement. Either party must notify the other within sixty days of intent not to renew the contract. Certify in the field provided that you agree to this term.

41

CPI Escalation

Vendors must hold their pricing for the first year of the contract. At the time of contract renewal the vendor may request a price increase based on the unadjusted Consumer Price Index (CPI) for all Urban Consumers for All Items (1982-1984=100)- "US City Average", published by the United States Department of Labor, Bureau of Labor Statistics (the "Index"). The City will allow no greater than a 3% increase each year. Data can be found at <https://data.bls.gov/cgi-bin/surveymost?cu>

42

Notice to Cure

In the event that the vendor fails to perform the duties outlined, the City may send a notice to cure. If the vendor fails to correct the issues outlined in the notice by the date given the City reserves the right to cancel the contract.

4 3	Background Check The vendor will perform background checks on all employees who will service our contract at no cost to the city. The background checks must be completed within the past 3 months and include a criminal background check covering the past 5 years. This includes any locations the employee has lived in for the past five (5) years and must include county, state, and federal checks. The background check must be run by one of our preferred vendors: Sterling, First Advantage, Imperative, Intelius, or one approved by the City of Celina upon request. The City of Celina will reserve the right to decline the background check offered and issue a background check through their vendor. The cost of that background check will be charged to your company. ☒ Acknowledge
4 4	Addendum 1 Please acknowledge receipt of addendum 1. ☒ I acknowledge receipt of Addendum 1
4 5	Addendum 2 Please acknowledge receipt of addendum 2. ☒ I acknowledge receipt of Addendum.
4 6	Addendum 3 Please acknowledge receipt of addendum 3. ☒ I acknowledge receipt of Addendum 3
4 7	Addendum 4 Please acknowledge receipt of addendum 4. ☒ I acknowledge receipt of Addendum 4
4 8	Addendum 5 Please acknowledge receipt of addendum 5. ☒ I acknowledge receipt of Addendum 5

Bid Lines

1	Package Header		
	Base Bid		
	Quantity: <u> 1 </u> UOM: <u>EA</u>	Total:	\$52,952.00
	Package Items		
	1.1 Quarterly Maintenance - City Hall		
	Quantity: <u> 4 </u> UOM: <u>EA</u>	Price: \$1,419.00	Total: \$5,676.00
	1.2 Quarterly Maintenance - Old Celina Park		
	Quantity: <u> 4 </u> UOM: <u>EA</u>	Price: \$506.00	Total: \$2,024.00
	1.3 Quarterly Maintenance - Old Celina Park Softball field		
	Quantity: <u> 4 </u> UOM: <u>EA</u>	Price: \$172.50	Total: \$690.00
	1.4 Quarterly Maintenance - Annex		
	Quantity: <u> 4 </u> UOM: <u>EA</u>	Price: \$1,074.00	Total: \$4,296.00
	1.5 Quarterly Maintenance - Police Admin		
	Quantity: <u> 4 </u> UOM: <u>EA</u>	Price: \$836.00	Total: \$3,344.00

1.6 Quarterly Maintenance - New Police HQ

Quantity: 4 UOM: EA Price: Total:

1.7 Quarterly Maintenance - Police Asset building

Quantity: 4 UOM: EA Price: Total:

1.8 Quarterly Maintenance - EDC

Quantity: 4 UOM: EA Price: Total:

1.9 Quarterly Maintenance - Celina Rd. Pump Station

Quantity: 4 UOM: EA Price: Total:

1.10 Quarterly Maintenance - Fire Station 1

Quantity: 4 UOM: EA Price: Total:

1.11 Quarterly Maintenance - Fire Station 2

Quantity: 4 UOM: EA Price: Total:

1.12 Quarterly Maintenance - Fire Station 3

Quantity: 4 UOM: EA Price: Total:

1.13 Quarterly Maintenance - Downtown Pump Station

Quantity: 4 UOM: EA Price: Total:

1.14 Quarterly Maintenance - Police Modular

Quantity: 4 UOM: EA Price: Total:

1.15 Quarterly Maintenance - WWTP Downtown

Quantity: 4 UOM: EA Price: Total:

1.16 *Line deleted as part of an Addendum***1.17 Quarterly Maintenance - Frontier LS**

Quantity: 4 UOM: EA Price: Total:

1.18 Quarterly Maintenance - Library

Quantity: 4 UOM: EA Price: Total:

1.19 Quarterly Maintenance - Senior Center

Quantity: 4 UOM: EA Price: Total:

1.20 Quarterly Maintenance - Old Senior Center (140 N. Ohio)

Quantity: 1 UOM: EA Price: Total:

1.21 Quarterly Maintenance - Public Works Service Center

Quantity: 4 UOM: EA Price: Total:

1.22 Quarterly Maintenance - Public Works House

Quantity: 4 UOM: EA Price: Total:

1.23 Quarterly Maintenance - 311 N. Lousianna

Quantity: 4 UOM: EA Price: Total:

1.24 Quarterly Maintenance - Light Farms Water Tower

Quantity: 4 UOM: EA Price: Total:

1.25 Quarterly Maintenance - 300 W. Maple (Modular)Quantity: 4 UOM: EA Price: Total: **1.26** Quarterly Maintenance - 310 W. Maple (Modular)Quantity: 4 UOM: EA Price: Total: **1.27** Quarterly Maintenance - IT BuildingQuantity: 4 UOM: EA Price: Total: **1.28** Quarterly Maintenance - Sunset Lift StationQuantity: 4 UOM: EA Price: Total: **2 Package Header**

Parts and Hourly Rates

Quantity: 1 UOM: EA Total: **Package Items****2.1** Licensed Technician Hourly RateQuantity: 1 UOM: EA Price: Total: **2.2** Licensed Technician Hourly Rate - OvertimeQuantity: 1 UOM: EA Price: Total: **2.3** Laborer Hourly RateQuantity: 1 UOM: EA Price: Total: **2.4** Laborer Hourly Rate - OvertimeQuantity: 1 UOM: EA Price: Total: **2.5** Hourly Rate for Control ServiceQuantity: 1 UOM: EA Price: Total: **2.6** Material Mark Up PercentageQuantity: 1 UOM: EA Total: **Response Total: \$53,659.50**

EXHIBIT C

INSURANCE REQUIREMENTS **GENERAL CONTRACTS FOR SERVICES**

- A. Before commencing work, the vendor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of Celina. The vendor shall furnish to the City of Celina certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of Celina
c/o Purchasing
142 N. Ohio Street
Celina, TX 75009

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability, with minimum limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employer's Liability coverage with minimum limits for bodily injury: a) by accident, \$500,000 each accident, b) by disease, \$500,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000.

- B. With reference to the foregoing required insurance, the vendor agrees to the following:

1. A waiver of subrogation in favor of the City of Celina, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
2. The City of Celina, its officials, employees, and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies.
3. Policies of insurance shall not be cancelled, non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to the City of Celina.

- C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.

- D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by AM. Best Company or equivalent.

- E. The vendor shall require any contractors, sub-contractors, and other persons doing business with or for the vendor related to the work to maintain at least the insurance as required, or their liability shall be covered by the vendor.



Life Connected.

Parks
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Jeff Davis, Assistant Parks Director
CC: Karla Stovall, Assistant City Manager
Initiated
by:
Date: June 11, 2024
Re: ILA with the Town of Prosper for Frontier Parkway Median Maintenance (DNT to Preston)

Action Requested:

Consider and act to authorize the City Manager to execute an Interlocal Agreement by and between the City of Celina and the Town of Prosper for Frontier Parkway median maintenance from Preston Road to the Dallas North Tollway. (Davis)

Background Information:

The City of Celina and the Town of Prosper have created an inter-local agreement to provide median maintenance on Frontier Parkway between Preston Road and the Dallas North Tollway. The median maintenance will include mowing, edging, blowing, and trash pickup for the median and island areas. The paved areas extended for vehicle traffic are excluded.

A third-party contractor will complete the maintenance and the two cities will split the cost 50/50. Prosper has completed the procurement process and contracted these services directly with V&A Landscape and Lawn ("contractor"). The contract was approved at their meeting on May 14, 2024. In the event "on demand" work is required in excess of the fixed contract amount each City will be responsible for their proportionate share.

The term of the agreement is effective for 1 year; and will automatically be extended for successive 1 year periods. The agreement includes a 90-day written notice termination clause.

Legal Review:

City Attorney has reviewed the agreement.

Supporting Documents:

1. Frontier Median Maintenance ILA w_Proper Final

Financial Consideration:

City of Celina will split the invoice 50/50 with The Town of Prosper for median maintenance. Quarterly payments will be made upon receipt of an invoice. Additional "on-demand" work will require pre-approval. Total fixed annual cost for City share is \$30,100.

Staff Recommendation:

Staff recommends approval.

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND
THE CITY OF CELINA, TEXAS, FOR MEDIAN MOWING AND MAINTENANCE
ALONG FRONTIER PARKWAY**

THIS INTERLOCAL AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND THE CITY OF CELINA, TEXAS, FOR MEDIAN MOWING AND MAINTENANCE ALONG FRONTIER PARKWAY ("Agreement") is made and entered into by and among the **TOWN OF PROSPER, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Prosper," and the **CITY OF CELINA, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Celina." Prosper and Celina may from time to time herein be referred to collectively as "Parties" and individually as a "Party." The effective date of this Agreement is the date that the last of the Parties has executed the Agreement, after approval from their respective governing bodies (the "Effective Date").

WHEREAS, the Interlocal Cooperation Act ("Act"), codified at Chapter 791 of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, pursuant to Section 791.032 of the Act, with the approval of the governing body of a municipality, a local government may enter into an interlocal agreement with another municipality to finance the maintenance of streets in the municipality; and

WHEREAS, Prosper and Celina are political subdivisions of the State of Texas and are engaged in the provision of governmental services for the benefit of their citizens and users; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, the Act for the performance of governmental functions and services; specifically, Frontier Parkway Median Mowing and Maintenance (the "Project"), depicted in **Exhibit A**, attached hereto and incorporated herein for all purposes; and

WHEREAS, Prosper and Celina have determined that the Project may be completed most economically by implementing this Agreement; and

WHEREAS, each of the Parties has current funds available to satisfy any fees and costs required pursuant to this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the Parties agree as follows:

**I.
TERM; TERMINATION**

This Agreement is effective from the Effective Date for a period of one (1) year; however, the initial term of this Agreement will automatically be extended for successive one-year periods thereafter, unless any Party gives written notice to the other Parties to the contrary not less than ninety (90) days prior to the expiration of the then-current term. Notwithstanding the foregoing,

however, this Agreement may be terminated by any Party, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Agreement, by giving the other Parties at least ninety (90) days' prior written notice of the termination date, in which event this Agreement shall terminate as to all Parties as of such termination date.

II. ROLES AND RESPONSIBILITIES OF THE PARTIES

2.1. Existing Median and Maintenance

- A. Prosper shall maintain the Project, including all median and island areas but excluding paved areas intended for vehicular travel, in a functional and aesthetically pleasing condition (collectively, "Existing Median Maintenance"). The Existing Median Maintenance for landscape elements shall include mowing, edging, blowing and trash pickup.
- B. Prosper and Celina have agreed to the proposed maintenance services that will be provided by one or more private contractors. Prosper executed a contract with such contractor(s) in accordance with Prosper's purchasing requirements, Exhibit B, attached hereto and incorporated by reference. In the event that additional, "on-demand" work is required in excess of the contract amounts due to seasonal conditions or excess trash, each Party shall be responsible for its proportionate cost thereof based on pricing submitted pursuant to Exhibit B. More particularly, pursuant to calculations based on said Exhibit B, Prosper will be responsible for 50% and Celina 50% of the total costs of the proposed maintenance services and any additional, "on-demand" work. Prosper will work with Celina prior to authorizing such "on-demand" work.
- C. Celina shall designate a program liaison who will coordinate with Prosper's designated liaison(s) appointed to manage the Project.
- D. Celina agrees to provide payment of the agreed upon portion of the total costs upon receipt of a detailed invoice from Prosper including the fixed maintenance cost and any additional pre-approved "on-demand" work. Payment will be remitted to Prosper on a quarterly basis with the initial payment beginning 30 days after the date of this executed agreement by both parties.

III. CONSIDERATION

The Parties acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of a Party shall be subject to approval by each Party's governing body. In the event that a Party's governing body does not approve the appropriation of funds required to be paid under this Agreement, this Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the Parties shall have no further obligations hereunder, but the Party responsible for payment shall be obligated to pay all charges incurred by the Party to whom payment must be

made through the end of that fiscal year provided that the Party to whom payment must be made is not in breach of this Agreement.

IV. RELEASE AND HOLD HARMLESS

TO THE EXTENT ALLOWED BY LAW, AND WITHOUT WAIVING GOVERNMENTAL OR SOVEREIGN IMMUNITY, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

THIS INDEMNIFICATION CLAUSE IS VALID ONLY TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, PARTICULARLY SECTION 7 OF ARTICLE XI OF THE TEXAS CONSTITUTION, AND WITH THE MUTUAL UNDERSTANDING THAT THE PARTIES ARE POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS AND THAT THIS EXECUTORY INDEMNITY OBLIGATION CANNOT BE PAID FROM CURRENT REVENUES AND THAT NO TAX NOR INTEREST AND SINKING FUND HAS BEEN SET, ADOPTED OR ESTABLISHED FOR THE PAYMENT OF THIS EXECUTORY INDEMNITY OBLIGATION.

V. INDEPENDENT CONTRACTOR

Each Party covenants and agrees that each Party is an independent contractor of the other Parties and not an officer, agent, servant or employee of any other Party and that nothing herein shall be construed as creating a partnership or joint enterprise between or among any Party.

VI. NOTICE

Any notice provided under this Agreement shall be delivered by mail or personal service to the Parties named below:

Celina Representative:

City of Celina
Attn: Robert Ranc
City Manager
142 N Ohio
Celina, TX 75009

Prosper Representative:

Town of Prosper
Attn: Mario Canizares
Town Manager
250 W. First Street
Prosper, TX 75078

**VII.
AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

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

- Prosper has executed this Agreement pursuant to duly authorized action of the Prosper Town Council on _____, 2024.
 - Celina has executed this Agreement pursuant to duly authorized action of the Celina City Council on June 11, 2024.
- . Each of the Parties shall provide written documentation evidencing the grant of approval by its respective governing body.

**VIII.
SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, any Party may terminate this agreement by giving the other Parties thirty (30) days written notice.

**IX.
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Collin County, Texas, and Denton County, Texas, and if legal action is necessary, venue shall lie in either Collin County, Texas, or Denton County, Texas.

**X.
INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by Celina, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for or against any Party.

XI. REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XII. SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Parties to this Agreement. No Party will assign, sublet, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Parties. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

XIII. IMMUNITY

It is expressly understood and agreed that, in the execution and performance of this Agreement, no Party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto.

XIV. MULTIPLE COUNTERPARTS

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

XV. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the Parties with respect to the subject matter hereof and may only be modified in a writing executed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing below:

CITY OF CELINA, TEXAS

Printed Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

City Secretary

APPROVED AS TO FORM AND LEGALITY:

By: _____

Name: Julie Fort

Title: City Attorney

Date: _____

TOWN OF PROSPER, TEXAS

By: _____

Printed Name: Mario Canizares

Title: Town Manager

Date: _____

ATTEST:

By: _____

Name: Michelle Lewis Sirianni

Title: Town Secretary

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____

Name: Terrence S. Welch

Title: Town Attorney

Date: _____

Exhibit A
Project



Exhibit B
Contract for Services

**TOWN OF PROSPER
CONTRACT FOR SERVICES
RFP 2024-16-A FRONTIER PARKWAY MEDIAN MOWING AND MAINTENANCE**

This Contract is made by the **Town of Prosper, Texas**, a municipal corporation ("Town") and **V&A Landscape and Lawn** ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Frontier Parkway Median Mowing and Maintenance (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period is for one year from the date of award of the contract. All pricing is to remain firm during the contract period. The contract is renewable for up to four (4) additional one-year terms on an annual basis if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.
5. **COMPENSATION.** The contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit A.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Town of Prosper, Accounts Payable, P.O. Box 307, Prosper, TX 75078, or emailed to ap@prospertx.gov.
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of the Contract.

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Bid No. 2024-14-A
Page 1

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

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

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

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

15. **TERMINATION OF CONTRACT.** Town may terminate this Contract upon sixty (60) days' written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

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

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

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

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town by 8 a.m. of the following Town business day after the incident. If damage may result in further damage to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees, or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to ensure that safety regulations prescribed by OSHA and the Town's representative are followed.
22. **"ANTI-ISRAEL BOYCOTT" PROVISION.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott

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Bid No. 2024-14-A
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Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

23. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.
24. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
25. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the Town and the Contractor, the Town and Contractor agree to submit such disagreement to non-binding mediation.
26. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
27. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Town of Prosper
Attn: Jay Carter, Purchasing Manager
P.O. Box 307
Prosper, TX 75078
jcarter@prospertx.gov

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

V&A Landscape and Lawn
Attn: Vincenzo Pascale
8287 Falcon Ct.
Prosper, TX 75078
valandscapeandlawn@gmail.com

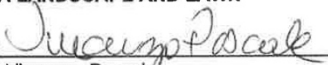
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Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

28. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
29. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Collin County, Texas.
30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
31. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the Town and Contractor.

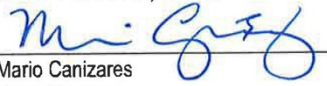
AGREED TO BY:

V&A LANDSCAPE AND LAWN

By: 
Vincenzo Pascale

Date: 3-28-2024

TOWN OF PROSPER, TEXAS

By: 
Mario Canizares
Town Manager

Date: 5/14/2024

Exhibit A

**Town of Prosper
Request for Proposal No. 2024-16-A
Frontier Parkway Median Mowing and Maintenance**

I. Introduction

The Town of Prosper is soliciting proposals for the maintenance of medians located on East Frontier Parkway and West Frontier Parkway from Preston Road to Dallas North Toll Road, within the Town of Prosper and the City of Celina, as described in the following specifications. The initial term of the contract will be one (1) year, with four optional, one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value, as determined by the evaluation criteria as stated herein.

This is a cooperative procurement process, with the Town of Prosper serving as the lead agency on behalf of the Town of Prosper and the City of Celina. The Town of Prosper will administer the contract on behalf of both entities, and process payments. It is understood that any reference to the "Town" throughout this document is representative of both entities.

The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, cycle frequencies may be adjusted at any time during the contract period. At no time will adjustments to the prices offered be imposed on the Town. Prices will be held firm during the contract period.

The successful vendor will be required to execute a service contract. A sample of a service contract is attached to this RFP in IonWave.

The questions deadline is March 12, 2024, at 12:00PM. The RFP is due on March 19, 2024, by 2:00PM and must be submitted through Ionwave. Submission names will be read at 3:00PM.

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 299 848 438 754
Passcode: hD3gfB

II. Scope of Services

The successful vendor shall perform all services in accordance with the following conditions, at the locations outlined in Exhibit A:

A. Turf Maintenance

1. All turf areas will be mowed, edged, trimmed and blown for each scheduled cycle during the growing season, and as needed during the non-growing season. The railroad overpass grass areas are to be included.
2. All major turf areas will be mowed with commercial walk-behind and/or riding mowers.
3. In areas where heavier equipment could potentially damage the turf, line trimmers will be operated.

4. Pre-emergent will be applied once in the Fall and once in the Spring. Post-emergent will be applied 3 to 4 times throughout the growing season.
5. Ant bait/treatment will be applied once per month as needed March through November

B. Edging

1. All edging of curbs will be performed with a gas-powered steel blade, for each scheduled cycle during the growing season, and as needed during the non-growing season.

C. Trash and Debris Removal

1. All trash and debris, regardless of size, quantity, or type, shall be removed from all turf and bed areas (if applicable), in conjunction with each scheduled turf maintenance cycle during the growing season, and as needed during the non-growing season. Trash is to be removed prior to mowing.

D. Other Conditions

1. Unless otherwise instructed, the successful vendor(s) shall accomplish all tasks listed on a regular schedule, as agreed upon by the proposer and the department representative. Any variance from the prescribed schedule will require a minimum of twenty-four hour advance notification to the designated department representative. All mowing is to be accomplished Monday through Saturday, between the hours of 7am-7pm, weather permitting. It will be considered a breach of the contract if the schedule is repeatedly missed.
2. The successful vendor(s) will be required to send an e-mail to a designated Town department representative to report proposed schedules and work accomplished every week that maintenance is accomplished under this agreement. The vendor will be responsible for notifying Town personnel when they are onsite. Failure to follow this will result in a no payment for that week.
3. The successful vendor(s) shall set mowing equipment to a height no less than 2 ½" unless otherwise instructed by the designated Town department representative. All changes in the mowing height are to be approved by the Town department representative. In an effort not to bag lawn clippings, mulching mowers are preferred over mowers that throw clippings into rows.
4. If the mowing and/or maintenance is unsatisfactory, the Town reserves the right to reduce payment by 50%.
5. The successful vendor(s) shall furnish all supplies, tools, and equipment to be used on the job.
6. The successful vendor(s) shall comply with all applicable governmental laws and regulations.
7. The Town shall not be liable for any loss or damage sustained by the successful

vendor(s). The successful vendor(s) shall save the Town whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the performance of work under this agreement. The successful vendor(s) shall exercise every necessary precaution for the safety of the worksite and the protection of any and all persons and/or property located adjacent to or making passage through the work site.

8. The successful vendor(s) shall fill out invoice forms for monthly payments.
9. The successful vendor(s) shall operate as an independent contractor and not as an agent, representative, partner, or employee of the Town, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful vendor(s) employees or agents.
10. Unit prices are to reflect the charges for mowing and associated tasks at each location.
11. A proposal constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms, and statements contained in this proposal document.
12. The successful vendor(s) shall exercise extreme caution while working on medians, roadsides, and high traffic areas. TX DOT approved safety vests, traffic cones, and "men working" signage are required when crews are working in any traffic situations.
13. The Town representatives reserves the right to cancel scheduled mowing cycles on a week-to-week basis, based upon need, prevailing weather conditions, and available funding.
14. The service will be monitored by the Town of Prosper Park and Recreation staff. Contact information will be provided to the successful vendor(s).
15. Responses shall include a complete "list of machinery and equipment available" in order to determine whether or not the vendor can adequately perform the necessary work. All equipment the vendor anticipates committing to this contract, if awarded, should be included on the Machinery and Equipment Worksheet (Attachment B). Past experience has shown that it is absolutely essential to have adequate back-up equipment in reserve to allow for breakdowns.
 - a. Insufficient and/or inadequate equipment as determined by the Town is cause for rejection of a proposal.
 - b. All mowers will be finish mowers.
 - c. No tractor drawn mowers will be allowed, unless approved by Parks and Recreation staff.
 - d. Contractor equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services.

- e. The contractor is responsible for performing scheduled maintenance on all equipment used for the contract. As part of his proposal the contractor must submit proof of an active Preventative Maintenance Equipment Program. Proof of an active and successful Preventative Maintenance Program will be used in evaluation of the proposal.
 - 16. It is mandatory that a review of the contracted area be conducted prior to award of contract. The review shall be attended by the recommended vendor(s) and the Town department representative.
 - 17. Ozone Alert Days: On ozone alert days, vendor(s) is required to refrain from mowing until after 10 A.M., unless diesel powered equipment is used. The North Texas Clean Air Coalition offers an ozone alert hotline at 1-800-960-4247. This number can be called daily for current ozone conditions. It is the responsibility of the successful bidder to be aware of ozone alert conditions. Failure to comply with these standards will be grounds for the following:
 - a. The first offense will result in a verbal warning.
 - b. The second offense will result in a written warning.
 - c. The third offense will result in contract termination.
 - 18. After abundant rainfall, it may be necessary to mow selected areas twice per week in lieu of the specified once per week. Town personnel will determine if needed.
 - 19. Hazardous Conditions
 - a. The successful vendor(s) will be required to notify the Town department representative immediately of any hazardous conditions and/or damaged Town property prior to leaving the work site. Contact information will be provided to the successful vendor(s).
 - 20. Concurrent Contracts
 - a. In the event that any one vendor shall receive contracts for mowing in more than one project area, work shall proceed simultaneously in all such areas assigned.
 - 21. Supervision of Work Crew
 - a. The successful vendor(s) shall provide supervision of all work crews at all times while performing work under this contract.
 - b. Personal supervision is not required, provided that communication equipment or other means are provided that enable the work crew to communicate with the successful vendor(s) at all times.
 - c. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities in English.
-

- d. The successful vendor(s) shall provide the Town department representative with the name and phone number of a designated contact person available during normal business hours.

22. Safety Program

- a. The vendor(s) should have an established on-going safety training program that addresses issues such as proper safety equipment, equipment operating procedures, general safety awareness, etc.

23. Additional Reporting and Notifications

- a. A chemical record sheet will be provided to the Town once a month showing amounts/rates/types of products used.
- b. A 72-hour notice of chemical application will need to be emailed to all of the contacts for the Town. The Town will need to be onsite to verify application of chemicals.
- c. A call or text to the list of people in the Town responsible for oversight of this contract will be required when the vendor is on site. Failure to comply with this step will result in a no show/no pay for that period.
- d. In the event that a leak is found in the irrigation system in the medians, the vendor must immediately report it to the Town.

III. Glossary of Terms

- A. Mowing project area shall refer to specific geographic area(s) of the Town designated to receive specified mowing and related services.
- B. Maintenance schedule shall mean the time periods established by the Town for the project year within which all prescribed maintenance activities for each area shall be completed. The successful bidder and area Inspector will agree on a regular day and time for maintenance at each location. If the successful bidder expects to vary from the schedule, he/she shall notify area Inspector 24 hours in advance, so work completion can be inspected in a timely manner.
- C. Concurrent shall refer to all mowing, trimming, edging, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must be trimmed, edged, and litter removed on the same day the mowing occurs.
- D. Monthly billing cycle shall refer to each time period in the mowing schedule for the project year. Each time period is defined by a beginning and ending date, in which all prescribed maintenance activities for each area shall be completed.
- E. Inclement weather shall mean rainy weather or when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished satisfactorily.
- F. Trash and litter shall mean any debris, regardless of size or type, within the mowing project area

such as paper, cans, bottles, limbs, rocks, etc., which is not intended to be present as part of the landscape. Inclusive of the entire project area including streets, sidewalks, curbs, hillsides, ditches, etc. Removal of debris will require sweeping of hard surface areas such as sidewalks, if applicable.

- G. Trimming shall refer to the cutting or removal of all plant materials immediately adjacent to or under Town structures, trees, poles, tables, signs, fences, shrub beds, or other structures if applicable.
- H. Edging shall refer to the vertical removal of any and all plant material which encroaches over or onto sidewalks, curbs, steps, driveways, and pavements. Edges shall be vertical, minimum depth of 1", and minimum width of 1/4". This task must be done neatly to present a clean, crisp appearance, having a smooth line. Line trimmer accepted along fences and poles.
- I. Monofilament Trimming shall refer to trimming grass around fences, buildings, tree wells and posts. Do not directly use around the trunks of trees.

IV. Insurance

ALL RESPONDENTS must submit, with the bid, proof of insurance coverage as stipulated in Exhibit B. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Any provisions outlined in Exhibit A will be required of the successful firm only. Prior to the execution of this contract, the successful firm will supply the Purchasing Office with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

V. Questions Deadline

The Town of Prosper requires that all questions relating to this bid be submitted in writing to Jay Carter, at purchasing@prospertx.gov or through IonWave by **12:00pm on Tuesday, March 12, 2024**. **No questions will be answered over the phone.** Questions in regard to the specifications will only be accepted until the stated deadline.

VI. Submittals

The preferred method for submissions is through IonWave. Submittals will be due on March 19, 2024, by 2:00PM.

The names of the vendors that have submitted responses to the RFP will be read the same day at 3:00PM. The link below will provide access to the response reading. No pricing will be read as there are other criteria that have to be considered.

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 299 848 438 754
Passcode: hD3gfB

In order for your proposals to be considered responsive, the following information should be submitted with your proposal:

- A. Pricing Worksheet (Attachment A)
- B. Machinery and Equipment Worksheet (Attachment B)
 - 1. List the type of equipment to be utilized to service the contract, including the age of equipment.
 - 2. Provide details of established Preventative Equipment Maintenance Program
- C. Vendor Information Worksheet (Attachment C)
- D. Work History and References

Provide a minimum of three (3) current references for the same or similar service as described in this proposal document, preferably for a municipality. Please provide the following information for each reference provided on the References Worksheet (Attachment D):

 - 1. Company Name
 - 2. Contact Person
 - 3. Company Address
 - 4. Contact Phone Number
 - 5. Contact Fax Number
 - 6. Effective Dates
 - 7. Description of Services
- E. Additional Information

Include any additional information that you feel will assist the Town in the selection process.
- F. Additional Forms
 - 1. Proof of Insurance
 - 2. Certification Form

VII. Evaluation Criteria

A review committee will judge the merit of proposals received in accordance with the requirements defined herein. Failure of vendor to provide in their proposal any information requested in this CSP may result in disqualification of the proposals. The sole objective of the review committee will be to select the proposal that provides the best value to the Town of Prosper.

The contract will be awarded based on the following evaluation criteria:

- A. Cost as evidenced in VI. Submittals, Section A. (30%)
- B. Equipment as evidenced in VI. Submittals, Section B. (15%)
- C. Staffing as evidence in VI. Submittals, Section C. (20%)
- D. Work History and References as evidenced in VI. Submittals, Section D. (20%)

E. Ability to meet the Town's needs, as evidenced in VI. Submittals, all sections (15%)

EXHIBIT A

The mowing and other services will start at South Preston Road and East Frontier Parkway and end at West Frontier Parkway and Dallas North Tollway



EXHIBIT B

INSURANCE REQUIREMENTS GENERAL SERVICES

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease - Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor, products and completed

operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

- b. The vendor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, and commissions or volunteers.
- d. The vendor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

E. ACCEPTABILITY OF INSURERS

The Town prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

F. VERIFICATION OF COVERAGE

Upon award of contract the Vendor shall provide the Town certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

Attachment A Pricing Worksheet

Frontier Parkway Median Mowing and Maintenance

Base Proposal	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total:
1. Turf Mowing and Maintenance	*	*	2	4	4	4	2	2	2	2	2	*	24

The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, cycle frequencies may be adjusted at any time during the contract period. At no time will adjustments to the prices offered be imposed on the Town. Prices will be held firm during the contract period.

*Trash and debris removal only

Base Proposal

1. Turf Maintenance

All turf areas will be mowed, edged, trimmed and blown per the schedule above. Price per cycle includes litter and debris removal service on same day. If additional cycles are necessary during growing or non-growing seasons, the same services will be performed by the end of the next day following the request, at the per cycle rate proposed. This area is to include the railroad overpass grass areas.

Total Cost for Turf Maintenance: \$ _____ x 24 = **Annual Cost:** \$ _____

2. Trash and Debris Removal

Trash and debris removal service to total 3 times per week including day of mowing. If additional services are necessary during growing or non-growing seasons, the same services will be performed by the end of the next day following the request, at the per service rate proposed. This area is to include the railroad overpass grass areas.

Total Cost for Trash and Debris removal: \$ _____ x 12 = **Annual Cost:** \$ _____

3. Total Annual Cost (No. 1 + No. 2)

Grand Total Annual Cost: \$ _____

4. Pricing

Pre-Emergent Treatment

Spray pre-emergent to medians, from Custer to East Frontier Parkway Lane to Dallas North Tollway on all medians two times per year, after first mowing.

Unit Price per Service: \$ _____

Post Emergent Treatment

Spray or pull any visible weeds from cracks in concrete once per month. Turf spray any visible weeds once per month March through November.

Unit Price per Service \$ _____

Ant Bait/Treatment

Ant bait and ant mound treatments once per month as needed March through November.

Unit Price per Service \$ _____

Attachment B
Machinery and Equipment List Worksheet

It is represented as part of this bid that the below listed items of machinery and equipment are available for use on the work covered by this bid. "Being Available" shall mean that the equipment is owned or under the control of the vendor submitting this proposal.

NO. OF UNITS	TYPE OF EQUIPMENT

If additional space is needed, continue on additional pages and attach to this form

**Attachment C
Vendor Information Form**

VENDOR INFORMATION

Number of employees: Full time _____

Number of employees: Part time: _____

Length of time in business: _____

Physical location of business (full address, including city, state & zip code):

VENDOR CONTACTS

The successful vendor must provide, to a designated Park Operations Representative, a valid telephone number and name of designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:00 PM. An alternate or emergency telephone number must also be provided to the Park Operations Representative. Failure to provide this information may be considered a reason to terminate the contract.

Company Representative: _____

Company Telephone Number (including are code): _____

Emergency Telephone Number (including are code): _____

SUBCONTRACTOR INFORMATION

The Proposer must provide the following information for any portion of work under this contract being subcontracted. **All subcontractors will be approved by the Town of Prosper prior to commencement of work.**

Name: _____

Type of Work: _____

Amount: _____

Portion of work by proposer: _____ %

Portion of work by sub-contractor: _____ %

Attachment D References

Please provide at least three (3) references for the same or similar services as the Town has specified in the proposal, in the spaces provided below.

Company Name: _____
Contact Name: _____
Address: _____
Phone: _____
Fax: _____
Effective Dates: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____
Phone: _____
Fax: _____
Effective Dates: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____
Phone: _____
Fax: _____
Effective Dates: _____
Description of Services: _____

**Town of Prosper
RFP No. 2024-16-A
Frontier Parkway Median Mowing and Maintenance
Certification Form**

Company Information

The following information must be provided in its entirety for your proposal to be considered:

Company Name: _____

Principal Place of Business Address: _____

Principal Place of Business City, State, Zip: _____

Principal Place of Business Phone Number: _____

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No: _____

Addendums

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this proposal, constitutes a contract.

The individual signing this proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative:

Signature _____ Date _____

Printed Name _____

Title _____

Email Address _____

Exhibit B



**2024-16-A Addendum 1
V&A Landscape and Lawn
Supplier Response**

Event Information

Number: 2024-16-A Addendum 1
Title: Frontier Parkway Median Mowing and Maintenance
Type: Request for Proposals
Issue Date: 3/3/2024
Deadline: 3/19/2024 02:00 PM (CT)
Notes: The Town of Prosper is soliciting proposals for the maintenance of medians located on East Frontier Parkway and West Frontier Parkway from Preston Road to Dallas North Toll Road, within the Town of Prosper and the City of Celina, as described in the following specifications. The initial term of the contract will be one (1) year, with four optional, one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value, as determined by the evaluation criteria as stated herein.

This is a cooperative procurement process, with the Town of Prosper serving as the lead agency on behalf of the Town of Prosper and the City of Celina. The Town of Prosper will administer the contract on behalf of both entities, and process payments. It is understood that any reference to the "Town" throughout this document is representative of both entities.

The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, cycle frequencies may be adjusted at any time during the contract period. At no time will adjustments to the prices offered be imposed

on the Town. Prices will be held firm during the contract period.

The successful vendor will be required to execute a service contract. A sample of a service contract is attached to this RFP in IonWave.

The questions deadline is March 12, 2024, at 12:00PM. The RFP is due on March 19, 2024, by 2:00PM and must be submitted through Ionwave. Submission names will be read at 3:00PM.

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 299 848 438 754
Passcode: hD3gfB

Contact Information

Contact: Jay Carter Purchasing Manager
Address: Purchasing Office
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1018
Email: jcarter@prospertx.gov

V&A Landscape and Lawn Information

Address: 8287 Falcon Ct
Prosper, TX 75078
Phone: (214) 675-6103
Toll Free: (214) 675-6103
Email: valandscapeandlawn@gmail.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Vincenzo Pascale

Signature

Submitted at 3/18/2024 10:50:25 AM (CT)

valandscapeandlawn@gmail.com

Email

Supplier Note

It a pleasure working for the Town of Prosper , Thank you for the opportunity. Vincent Pascale

Requested Attachments

CIQ-2021 (Conflict of Interest Form)

Scan0980.pdf

CIQ-2021 (Conflict of Interest Form)

RFP Submission

Scan0979.pdf

All documents related to RFP in one file

Bid Attributes

1 Terms and Conditions Acknowledgement

I have read, understand and agree to all terms and conditions contained in this solicitation.

☒ I Agree

2 Certification

By checking this box, submitter hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this solicitation, constitutes a contract. The individual submitting this bid/proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

☒ I Agree

3 Addendum No. 1

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 1 (if issued by the Town of Prosper).

☒ I Agree

4	Addendum No. 2 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper). ☐ I Agree
5	Addendum No. 3 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper). ☐ I Agree
6	Addendum No. 4 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 4 (if issued by the Town of Prosper). ☐ I Agree
7	Addendum No. 5 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 5 (if issued by the Town of Prosper). ☐ I Agree

Bid Lines

1	Turf Maintenance Service and mowing including the railroad overpass grass areas		
	Quantity: <u>24</u>	UOM: <u>EA</u>	Unit Price: <u>\$1,350.00</u> Total: <u>\$32,400.00</u>
2	Litter and Debris removal for all non-mowing days (52 weeks x 3 times per week=156-24 mowing days = 132). This includes the railroad overpass grass areas.		
	Quantity: <u>132</u>	UOM: <u>EA</u>	Unit Price: <u>\$75.00</u> Total: <u>\$9,900.00</u>
3	Apply 2 pre-emergent treatments		
	Quantity: <u>2</u>	UOM: <u>EA</u>	Unit Price: <u>\$2,000.00</u> Total: <u>\$4,000.00</u>
4	Apply 2 post-emergent treatments		
	Quantity: <u>2</u>	UOM: <u>EA</u>	Unit Price: <u>\$2,000.00</u> Total: <u>\$4,000.00</u>
5	Apply ant bait/mound treatments once per month as needed March through November		
	Quantity: <u>9</u>	UOM: <u>EA</u>	Unit Price: <u>\$1,100.00</u> Total: <u>\$9,900.00</u>

Response Total: \$60,200.00



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
Initiated
by:
Date: June 11, 2024
Re: Arizona Drive (Walnut to Pecan) Design Amendment, R86

Action Requested:

Consider and act on Amendment 1 for design services for the construction of Arizona Drive from Walnut Street to Pecan Street with Kimley-Horn and Associates. Inc, for an amount not to exceed \$364,800.00. (Glasgow)

Background Information:

In February 2024, the Council approved a contract with Kimley-Horn for the design of Arizona Drive from Walnut Street to Pecan Street in coordination with the government center parking garage for \$145,000. The initial design included the construction of 340 linear feet of Arizona Drive from Walnut Street (FM 455) to Pecan Street as a 2 lane collector street. The initial design started. As part of the design process, it was discovered that the downstream drainage was insufficient to accommodate the increased flow from the new roadway.

The staff evaluated multiple options to resolve this issue. The first consideration was increasing the existing roadside ditches along Pecan Drive to accommodate the increased flow. However, this option will cause steep slopes within the existing ditches and may impact existing residential driveways negatively.

The second option considered was constructing an enclosed drainage system along Pecan Street. The average PCI on Pecan from Arizona to Florida Avenue is 19. Due to the existing roadway condition, the repair of the roadway after the construction of the required drainage would trigger the need for a full-depth reclamation (FDR) of the damaged section of Pecan. Staff considered this option, but determined that repairing a section of the roadway caused by the underground drainage would not be an appropriate use of funds; therefore, it would trigger the repair of the entire roadway width. The operating policy for staff is that if the roadway is going under

construction, they complete all the work in this area at one time to minimize the impact on the residential area. Therefore, the FDR would also trigger the replacement of the existing 6" water line with a 12" water line. The total cost of the asphalt roadway with the 12" waterline was projected at \$1,790,940. This cost included 24' of asphalt pavement and continued use of the existing ditches. This cost did not include sidewalks or any other enhancements.

The final option considered was the cost of a concrete roadway installation. The cost of the concrete roadway was projected at \$2,986,800 which includes the cost of the 29-foot concrete roadway placement. This price also includes the cost of five-foot (5') sidewalks, lighting, landscaping, and parkway irrigation to continue Pecan Street as it exists between Colorado and Arizona.

In consideration of the options, staff looked at both initial construction costs and long-term maintenance costs. An asphalt roadway has a life span of approximately 10 years before significant maintenance work needs to be completed. Minor maintenance work such as crack sealing will be needed on the asphalt roadway approximately 2–3 years after construction depending on the traffic load. A concrete roadway has a life span of 40 years by the city's current pavement design standards. Maintenance should be minimal over the first 30 years of roadway construction.

After evaluating the various scenarios, city staff recommends that the construction of the concrete roadway will provide a higher level of service to residents. While the initial cost is higher and construction longer, the long-term maintenance cost and impact on the adjacent residents is lower. The addition of lighting, sidewalks, and landscape will also enhance this area to be more pedestrian-friendly.

The amended contract includes the design of 1,350 linear feet of 2-lane concrete roadway for Pecan Street from Florida Drive to Arizona Drive, which includes the replacement of two (2) existing culvert crossings on Pecan Street and Illinois Drive. The amended contract also includes the design of 1,070 linear feet of 2-lane asphalt roadway reconstruction for streets that tie into Pecan Street, which includes:

- North Illinois Drive from Walnut Street (FM 455) to Beech Street,
- Arizona Drive from Pecan Street to Beech Street.

North Illinois from Walnut Street (FM 455) to Beech Street has an average PCI rating of 25. Arizona, from Pecan Street to Beech, has a PCI of 27. Due to the concrete construction, portions of these roadways will be impacted to reset grades. It was more logical to rebuild these roadways since approximately 1/3 of the existing roadway would be disturbed as part of the Pecan Street construction.

The City maintains an executed Master Agreement for Professional Services with this engineering firm for on-call services. The 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. Arizona Dr_Amendment 1__KH Signed_20240508_v2
2. Arizona_ProjectArea_Amendment1_20240507

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

Arizona Drive (Walnut St to Pecan St)

Purchase Order No.24-00006136

Project No. R86

Amendment 1

Pursuant to and subject to the above referenced Work Authorization Dated February 28, 2024, this Agreement is made by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **Kimley-Horn and Associates, Inc.**, (hereinafter referred to as the "Provider") for **Arizona Drive (Walnut St to Pecan St)**, (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 of **EXHIBIT "A"**.

This Amendment includes additional design of 1,350 linear feet of 2-lane concrete roadway reconstruction (full-depth) for Pecan Street from Florida Drive to Arizona Drive. The design of these improvements includes roadway, drainage, 12-inch water line, sidewalk (both sides), signing, pavement markings, landscape and irrigation in the parkway, street lighting and fiber, traffic control, and erosion control. Intersection improvements at Florida Drive are not included as a part of this scope of service, and it is assumed that proposed improvements will tie into existing conditions.

This Amendment also includes additional design of 1,070 linear feet of 2-lane asphalt roadway reconstruction (full-depth) for Illinois Drive from Walnut Street (FM 455) to Beech Street and Arizona Drive from Pecan Street to Beech Street. Proposed pavement section will be 2" Type D HMA, 4" Type B HMA, over 6" pulverized and mixed existing road material for asphalt section. The design of these improvements includes full depth reconstruction of the existing pavement to generally match the existing pavement width and existing profile elevation. Design will also include signing, pavement markings, seeding disturbed areas, traffic control narrative, minor adjustments to existing City utilities, fiber, and erosion control.

The Amendment also includes the replacement of two (2) existing culvert crossings on Pecan Street and Illinois Drive. Drainage improvements will be limited to removal and replacement of existing culverts and minor regrading for the remaining limits proposed asphalt improvements in this Amendment.

This Amendment also includes geotechnical investigation and easements of conveyance for the additional improvements.

II. TASK SUMMARY, BASIC SERVICES

A. Survey

The scope of services for Task A is amended as follows:

- a. Additional 1350-feet Topographic Survey along Pecan Street from Florida Drive and Arizona Drive intersection to existing cross culvert on Pecan Street.
- b. Additional 720-feet Topographic Survey along Illinois Drive from Pecan Street to Beech Street.
- c. Additional 350-feet Topographic Survey along Arizona Drive from Walnut Street to Beech Street.
- d. Additional Topographic Survey 200-feet downstream and 100-feet upstream of existing culvert on Pecan Street and Illinois Street.

...

B. Preliminary Design (60%)

The scope of services for Task B is amended to include the improvements outlined above.

- a. Prepare revised project control sheet and removal sheets for additional improvements listed above.
- b. Prepare additional Roadway Plan and Profile Layout for additional improvements listed above.
 - i. Develop horizontal/vertical alignment and typical section.
 - ii. Determine potential easement requirements.
 - iii. Prepare preliminary plan and profile designs for improvements on 22"x34" sheets at 1"=20' horizontal and 1"=4" vertical.
 - iv. Update existing and proposed ground surfaces and cross-sections to evaluate earthwork quantities and identify potential conflicts.
- c. Drainage Analysis
 - i. Update and develop drainage area maps for additional improvements and use City records and previous studies to include improvements for ultimate condition (determine conveyance path and runoff coefficients to calculate design flow, subdivide the drainage areas into sub-areas.)
 - ii. Prepare drainage design to accommodate the proposed improvements. The design of any offsite drainage improvements to accommodate the proposed improvements, if necessary, will be considered Additional Services.
 - iii. Prepare preliminary drainage designs on 22"x34" sheets at 1"=20' horizontal and 1"=4" vertical.
 - iv. Prepare culvert analysis to support the proposed culvert crossing design.
 - a. Compile the hydrologic and hydraulic data and develop HEC-RAS model with proposed flows, cross sections, and roadway design.
 - b. Evaluate impact to adjacent properties and determine design recommendations so impacts meet City requirements.
- d. Utilities
 - i. 12-inch Water line – Pecan St from Florida Drive to Arizona Drive
 - a. Establish horizontal and vertical location tying into existing 12-inch line at Arizona Drive and 6" line at Florida Drive
 - b. Develop water line plan and profile sheets for the proposed 12-inch line.
 - c. Show connections to existing lines and abandonments where applicable.
 - ii. No wastewater line relocations are included. Minor adjustments to existing water valve boxes, existing service reconnections, etc. will be specified in the plans.
- e. Traffic
 - i. Prepare pavement marking and signing layouts on 22"x34" sheets at 1"=20'.
 - ii. Develop temporary traffic control narrative and notes.
 - a. Traffic control and detour plans to be prepared by the Contractor.
- f. Landscape and Irrigation – Pecan Street Only
 - i. Coordinate with City on proposed parkway landscaping and irrigation to meet City standards.
 - ii. Prepare preliminary planting plans including trees, planting areas, and turf. Planting plans will show plant species, sizes, and location.
 - iii. Prepare plan sheets for planting details and specifications, including canopy trees, ornamental trees, shrubs and groundcover, and turf.
 - iv. Irrigation plans to be provided in Final Design upon City approval of Preliminary landscape design.
- g. Illumination – Pecan Street Only
 - i. Locate proposed street lights and conduit along the corridor.
- h. Fiber (conduit only)
 - i. Locate proposed City fiber conduit along Pecan Street and Arizona Drive.
 - ii. Fiber will be shown on the illumination plans.
- i. Additional improvements to be included with the Preliminary Design (60%) submittal listed in original Contract.

...

C. Final Design (90%, 100%)

The scope of services for Task C is amended to include the improvements outlined above.

- a. Roadway
 - i. Finalize paving plan and profile design and sheets.
 - ii. Develop design cross-sections.
 - a. Develop on 50-foot intervals.
 - b. Show pavement, subgrade, cross-slopes, curbs, right-of-way limits, easements, side slopes, sidewalk, and retaining walls (if needed).
 - iii. Analyze all driveways within the project and develop driveway profiles as needed. Typical driveways will be defined vertically by spot elevations.
 - iv. Prepare cross-section plan sheets at 1"=20' horizontal and 1"=10' vertical scales. Cross-sections will be provided in the bid documents.
 - v. Prepare roadway details to clarify intent of design.
 - vi. Compile applicable City standard details. Modify standard details as needed.
- b. Drainage
 - i. Finalize drainage plan and profile design and sheets.
 - ii. Prepare profiles for the proposed storm drain laterals.
 - iii. Provide plans and details for outfall protection.
 - iv. Prepare drainage details to clarify intent of design. Create details for connections to existing system (where applicable).
 - v. Compile applicable City standard details. Modify standard details as needed.
 - vi. Update hydrologic and hydraulic calculations and models to match final design.
 - vii. Perform scour analysis.
- c. Utilities
 - i. Water line – Pecan St from Florida Drive to Arizona Drive
 - a. Finalize water line plan and profile sheets for the proposed 12-inch line.
 - b. Compile applicable City standard details. Modify standard details as needed.
 - ii. No wastewater line relocations are included. Minor adjustments to existing water valve boxes, existing service reconnections, etc. will be specified in the plans.
- d. Erosion Control.
 - i. Prepare erosion control plan sheets at 1"=40' scale (22"x34").
 - ii. Erosion control sheets will specify sediment control fence, inlet protection, rock check dams, sod, and seed locations.
 - iii. Compile applicable TxDOT standards.
- e. Landscape and Irrigation – Pecan Street Only
 - i. Finalize landscape design upon City approval of preliminary landscape plans. Final plans will be in accordance with City requirements.
 - ii. Prepare final planting plans including trees, planting areas, and turf. Planting plans will show plant species, sizes, and location.
 - iii. Prepare final irrigation plans per City standards for irrigation equipment. Irrigation plans will show head layout, pipe sizing, and controller / valve locations.
 - iv. Compile applicable City standard planting and irrigation details and specifications.
- f. Illumination – Pecan Street Only
 - i. Upon City approval of street light locations, design street light system using City standard light poles and specifications.
 - ii. Provide street light layout, pull box locations, electrical plans, and applicable notes and details.
 - iii. Provide supporting calculations.
 - iv. Prepare the following plan sheets:
 - a. Lighting Plan (1"=40' scale, 22"x34").
 - b. Lighting Luminaire and Conduit Data.
 - c. Lighting Electrical Data and Notes.
 - v. Compile applicable TxDOT and City standard details.
 - vi. Compile applicable Technical Specifications.

- g. Fiber (conduit only)
 - i. Upon City approval of fiber requirements and location, design 2-2-inch fiber conduit system using City of Celina specifications.
 - ii. Provide conduit layout, pull box locations, and applicable notes and details. Fiber will be shown on the illumination plans.
 - iii. Compile applicable TxDOT and City standard details.
- h. Finalize additional quantity summaries (pay item listings) and update the overall opinion of probable construction cost.
- i. Additional improvements to be included with the Final Design (90% and 100%) submittals listed in original Contract.
- j. It is anticipated the following sheets will be included in the construction plans:
 - i. Project Control (3)
 - ii. Demolition Plan (3)
 - iii. Paving Plan and Profile (7)
 - iv. Driveway Detail Plan (1)
 - v. Pavement Marking and Signage Plan (3)
 - vi. Drainage Area Map (2)
 - vii. Drainage Calculations (2)
 - viii. Drainage Plan and Profile (7)
 - ix. Ditch Grading Plan (2)
 - x. Water line Plan and Profile (3)
 - xi. Illumination and Fiber Plan (5)
 - xii. Landscaping Plan (4)
 - xiii. Irrigation Plan (4)
 - xiv. Erosion Control (3)
 - xv. Cross Sections (4)
 - xvi. Standard Details
 - xvii. TxDOT Details (where applicable)

...

III. TASK SUMMARY, SPECIAL SERVICES

A. Geotechnical Investigation

The scope of services for Task A is amended as follows:

- a. Subsurface Exploration.
 - i. Along the additional proposed roadway alignments, drill and extrude an additional four (4) sample borings to depths of 10 feet below existing grade using truck mounted equipment.
- b. Additional bores to be included Engineering Analysis in original agreement.

...

H. Right-of-Way and Easement Conveyance

- a. Upon City authorization, prepare up to eleven (11) ROW instruments (narrative and graphic exhibits of ROW required for the Project). Additional instruments will not be prepared without written authorization by the City.
- b. Upon City authorization, prepare up to four (4) easement instruments for acquisition purposes (narrative and graphic exhibits of easements required for drainage, sidewalk, slope, street, and/or temporary construction easement). Additional instruments will not be prepared without written authorization by the City.
- c. Individual parcel exhibits shall be on 8 ½" x 11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
 - i. Parcel number.
 - ii. Area required.
 - iii. Area remaining.

- iv. Legal description.
 - v. Current owner.
 - vi. Any existing platted easement or easements filed by separate instrument including easements provided by utility companies.
 - vii. Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.
 - viii. Easement instruments for encroachment agreement purposes will be prepared in accordance with franchisee requirements.
- d. Upon notification by the City of acceptance of the property conveyance limits (to be determined during the Preliminary Design), exhibits, and instruments, and as directed by the City, the surveyor shall set all corners and points of curvature for the proposed ROW and submit final, sealed documents, including the location of the control points and their NAD-83 reference.

...

Amendment 1 modifies the following conditions to the original contract of **EXHIBIT “B”**.

I.	Basic Services (Lump Sum)	
A.	Survey	\$36,000
	1. Original Agreement	\$12,000
	2. Additional Survey	\$24,000
...		
B.	Preliminary Design (60%)	\$208,400
	1. Original Agreement	\$41,000
	2. Additional Improvements	\$167,000
...		
C.	Final Design (90, 100%)	\$160,900
	1. Original Agreement	\$33,600
	2. Additional Improvements	\$127,300
...		
	Basic Services Total (Lump Sum)	\$405,300
II.	Special Services (Cost Plus Not to Exceed)	
A.	Geotechnical Investigation	\$24,000
	1. Original Agreement	\$11,000
	2. Additional Bore Locations	\$13,000
...		
H.	Right-of-Way and Easement Conveyance	\$33,500
...		
	Special Services Total (Cost Plus, Not to Exceed)	\$104,900
	Project Budget, Grand Total (Not to Exceed)	\$510,200

PROJECT BUDGET SUMMARY

Description	Original Agreement	Amendment 1	TOTAL
Task I.A. Survey	\$12,000	\$24,000	\$36,000
Task I.B. Preliminary Design (60%)	\$41,400	\$167,000	\$208,400
Task I.C. Final Design (90%, 100%)	\$33,600	\$127,300	\$160,900
Task II.A. Geotechnical Investigation	\$11,000	\$13,000	\$24,000
Task II.B. Public Involvement	\$10,500	N/A	\$10,500
Task II.C. Garage Project Coordination	\$12,500	N/A	\$12,500
Task II.D. Bid Phase Services	\$5,700	N/A	\$5,700
Task II.E. Subsurface Utility Engineering (SUE) Quality Level "B" and "A"	\$9,000	N/A	\$9,000
Task II.F. Construction Phase Services	\$5,700	N/A	\$5,700
Task II.G. Record Documents	\$4,000	N/A	\$4,000
Task II.H. Right-of-Way and Easement Conveyance	N/A	\$33,500	\$33,500
Subtotal	\$145,400	\$364,800	\$510,200

Total Fee Increase (Not to Exceed)	\$364,800
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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

KIMLEY-HORN AND ASSOSICATES, INC.

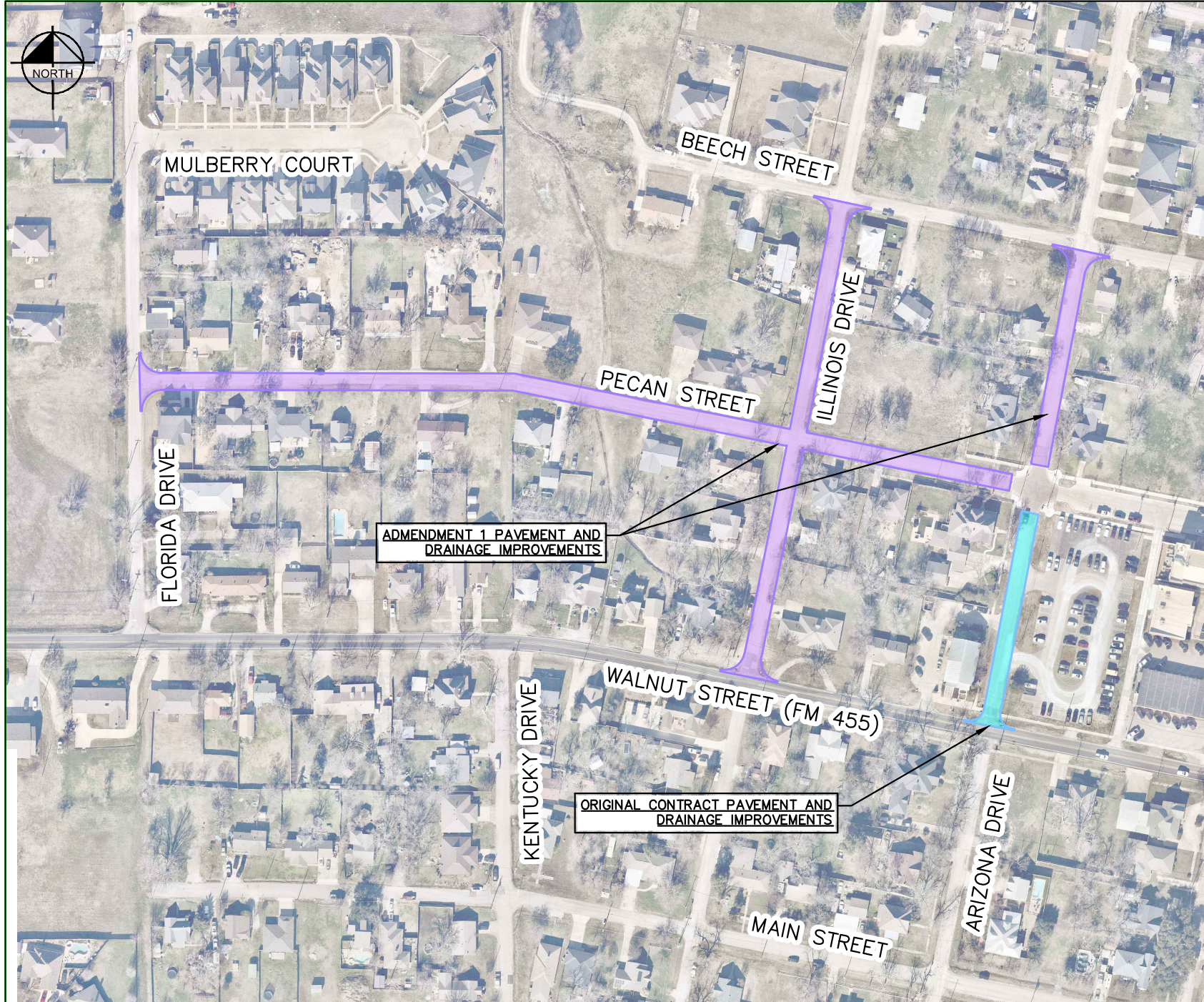
L. Nathan Ante

L. Nathan Ante, PE

Printed Name & Title

5/8/2024

Date



JOB NO.:	1" = 200'
SCALE:	05/07/2024
DATE:	SHEET:
	Exhibit 1

- Locations:
1. ARIZONA DRIVE FROM WALNUT STREET (FM 455) TO PECAN STREET
 2. PECAN STREET FROM FLORIDA DRIVE TO ARIZONA DRIVE
 3. ILLINOIS DRIVE FROM WALNUT (FM 455) TO BEECH STREET
 4. ARIZONA DRIVE FROM PECAN STREET TO BEECH STREET

TITLE: ARIZONA DRIVE & AMENDMENT 1 PAVING IMPROVEMENTS EXHIBIT



Kimley+Horn
 400 N. OKLAHOMA DR., SUITE 105
 CELINA, TEXAS 75009
 PHONE: (469) 501-2200 | www.kimley-horn.com



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IT
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Alden Gleason, Enterprise Architect
CC: Karla Stovall, Assistant City Manager
Initiated
by:
Date: June 11, 2024
Re: Purchase of MCCI Professional Services and Licensing to Migrate Laserfiche to MCCI Cloud

Action Requested:

Consider and act to authorize the purchase of professional services and Laserfiche licensing from MCCI through a cooperative contract with BuyBoard in an amount not to exceed \$59,283.05. (Gleason)

Background Information:

As the City continues to grow, there is more demand for increased storage and scalability.

Staff requests authorization for a purchase order for an amount not to exceed \$59,283.05 to MCCI for professional services and licensing. These funds will be used to migrate data from on-premise Laserfiche servers to offsite MCCI cloud hosted Laserfiche. Laserfiche is the City's long-term document storage and historical record keeping software. By migrating this service to MCCI cloud, the City will be enhancing its overall security posture and reduce its need for on-premise storage. MCCI will maintain and upgrade software as necessary. All items will be purchased through the following cooperative agreement.

- BuyBoard Purchasing Cooperative
- Contract #: 716-23

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:

Contract has been previously reviewed and approved.

Supporting Documents:

1. Addendum 1 & 2 to MSA 19561 - City of Celina
2. MCCi MSA - City of Celina, TX

Financial Consideration:

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

Staff Recommendation:

Staff recommends approval.

ADDENDUM NO. 1 AND ADDENDUM NO. 2 TO MASTER SERVICES AGREEMENT NO. 19561

Pursuant to Master Services Agreement No. 19561 ("**Agreement**"):

Addendum No. 1 and Addendum No. 2, are entered into as of _____, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and the Addendums, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 1 and Addendum No. 2 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

CITY OF CELINA ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 19561

LASERFICHE PLATFORM UPGRADE ORDER

PRICING: LASERFICHE



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill /Ship to: Alden Gleason

agleason@celina-tx.gov

cc AP Contact: accountspayable@celina-tx.gov

aalexander@celina-tx.gov

Client Name: City of Celina

Quote Date: May 21, 2024

Client Address: 302 West Walnut Street, Celina, TX 75009

Quote Number: 31824

Order Type: Platform Change

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>BuyBoard #716-23</i>	<i>Annual Total</i>
<u>LASERFICHE ANNUAL SUBSCRIPTION - BASIC</u>				
☒ Laserfiche Business User Subscription (25-49 Users)	25	\$830.00	\$788.50	\$19,712.50
☒ Laserfiche Records Management Subscription	1	Included*	Included*	Included*
☒ Laserfiche Public Portal Subscription for Unlimited Laserfiche Servers	1	Included*	Included*	Included*
☒ Laserfiche Advanced Audit Trail Subscription	1	Included*	Included*	Included*
☒ Laserfiche Forms Portal Subscription	1	Included*	Included*	Included*
☒ Laserfiche SDK Subscription	1	Included*	Included*	Included*
☒ Laserfiche Sandbox Subscription	1	Included*	Included*	Included*
☒ Laserfiche Integration with DocuSign Subscription	1	Included*	Included*	Included*
<i>Laserfiche Annual Recurring Subscription Subtotal</i>				<i>\$19,712.50</i>
<u>MCCi ANNUAL SUBSCRIPTION</u>				
☒ Laserfiche PowerPack by MCCi Subscription <i>Requires dedicated Full Named User.</i>	1	\$1,000.00	\$900.00	\$900.00
<i>MCCi Annual Recurring Subscription Subtotal</i>				<i>\$900.00</i>
<u>MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u>				
☒ MCCi Process Administration Support Services for Laserfiche (MPASS) <i>Client needs are estimated based on the current components provided herein: up to 20 hours that will expire at the end of your renewal term.</i>	1	\$3,780.00	N/A	\$3,780.00
☒ Training Center for Laserfiche Cloud (25-49 Users)	1	\$2,840.00	N/A	\$2,840.00
☒ MCCi SLA for Laserfiche (25-49 Users)	1	\$2,500.00	\$2,250.00	\$2,250.00

MCCi Supplemental Support Services Annual Recurring Subscription Subtotal

\$8,870.00

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION

\$29,482.50

Service Description:

Qty.

Unit Cost

**BuyBoard
#716-23**

Total

MCCi PROFESSIONAL SERVICES - STATEMENT OF WORK

☒ Managed Cloud Laserfiche Migration and Subscription Licensing Upgrade <i>Please see detailed Exhibit A: Statement of Work (SOW).</i> Professional Services Subtotal	1	\$54,112.50	\$51,406.88	\$51,406.88
				\$51,406.88

☒ One-Time Services Discount				(\$15,710.00)
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GRAND TOTAL - ONE-TIME SERVICES

\$35,696.88

EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT

☒ Laserfiche Avante Import Agent	-1			
☒ Laserfiche Avante Connector	-21			
☒ Laserfiche Avante Quick Fields	-1			
☒ Laserfiche Avante Zone OCR and Validation Package	-1			
☒ Laserfiche Avante Forms Professional	-21			
☒ Laserfiche Avante Named Full User with Web Access	-21			
☒ Laserfiche Avante Forms Portal	-1			
☒ Laserfiche Avante Starter Public Portal	-1			
☒ Laserfiche Avante Server for MS SQL with Workflow	-1			
☒ Laserfiche Avante Records Management Module	-1			
☒ Laserfiche Software Support Credit Proration	1			
☒ Existing Laserfiche Software Support Credit Total				(\$3,754.08)

EXISTING MCCi SUPPORT/SUBSCRIPTION CREDIT

☒ MCCi Process Administration Support Services for Laserfiche (MPASS)	-1			
☒ Training Center for Laserfiche (10-24 Users) On-Premise	-1			
☒ MCCi Supplemental Support/Subscription Services Credit Proration	1			
Existing MCCi Supplemental Support/Subscription Credit Total				(\$2,142.25)

GRAND TOTAL - ESTIMATED EXISTING SUPPORT CREDIT

(\$5,896.33)

TOTAL LASERFICHE PROJECT COST

\$59,283.05

**Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services (services not related to 3rd party manufacturers) to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise. All Services pricing assumes the Client will grant MCCi **secure unattended access**.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ Initial Sale: Upon delivery of software or activation of the subscription ▪ Annual Renewal: 75 days in advance of expiration date
Professional Services: Statement of Work	Defined in Statement of Work

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi's Managed Support Services (MMSS) or Process Administration Support Services (MPASS & MPASS2) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal. MMSS pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. MPASS and MPASS2 pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%.

LASERFICHE

	MCCi's Managed Support Services	MCCi's Process Administration Support Services	
Description	MMSS	MPASS	MPASS2
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.)*	■	■	■
Remote access support through web conferencing service *	■	■	■
Access to product update version and hotfixes (Client Download)*	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums*	■	■	■
Additional Remote Basic Training	■	■	■
Additional System Settings Consultation	■	■	■
Assistance with Implementation of Version Updates	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	■	■	■
Configuration of Laserfiche Quick Fields sessions	■	■	■
Basic Records Management Module Overview Training	■	■	■
Administration Configuration Services	■	■	■
Dedicated Certified Professional		■	■
Proactive recurring consultation calls upon the Client's request		■	■
Annual Review of business process configurations			■
Institutional Knowledge of Client's Solution			■
Maintenance of MCCi/Client configured <i>complex</i> business processes			■
Ability to schedule after-hours upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET			■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms*			■

* Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

* Excludes the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.

**** Hours:** MCCi allows clients to use their hours for a multitude of services, if a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configure a new *complex* business process. In those instances, a separate SOW is required.

CLIENT RESPONSIBILITIES (All Packages)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution.
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

SUPPLEMENTAL SUPPORT PACKAGE DEFINITIONS

ADDITIONAL REMOTE TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

ADDITIONAL SYSTEM SETTINGS CONSULTATION

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

REMOTE IMPLEMENTATION OF VERSION UPDATES

While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of MMSS, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.

ANNUAL SYSTEM REVIEW & ANALYSIS

MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

LASERFICHE CERTIFICATIONS

Priority offering of complimentary Laserfiche certifications, based on availability.

LASERFICHE CONFERENCE REGISTRATION

Priority offering of complimentary Laserfiche Empower registration, based on availability.

CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS

Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes. A basic business process requires minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process. Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.

MAINTENANCE OF MCCi PACKAGED SOLUTION: MCCi will assist with maintenance with a solution MCCi has created for a market that has a specific business process automation use.

CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS

Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.

BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

ADMINISTRATION CONFIGURATION SERVICES

MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.

DEDICATED LASERFICHE CERTIFIED PROFESSIONAL

While on MCCi's **MMSS** level, Client will have access to MCCi's team of Certified Support Professionals; with **MPASS** and **MPASS2**, Client will have a representative dedicated to Client's organization.

SCHEDULED RECURRING CONSULTATION CALLS

Upon Client's request, Client's **MPASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS

MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION

Turnover within Client's organization can happen, and it is important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and can assist with the knowledge transfer to the new solution administrator if needed.

MAINTENANCE OF MCCi/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES

The assigned representative can maintain MCCi or Client configured *complex* business processes. A *complex* business solution is a large business process with an extensive configuration that is mission-critical to the organization. For example, minor tweaks, updates due to upgrades, process improvements, etc. can be requested. For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.

ABILITY TO SCHEDULE AFTER-HOURS UPGRADES

Avoid MCCi's after-hours premium charge for upgrades. MPASS2 clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.

BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS

Excludes complex scripting.

BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION

MCCi will help customize Client's WebLink/Public Portal to meet Client's needs.

THE TRAINING CENTER FOR LASERFICHE*

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

**The Training Center subscription gate is based on Laserfiche user counts*

SERVICE LEVEL AGREEMENT (SLA)*

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support (Client Self-Hosted)
- Application Support (Cloud Applications)

**Full SLA document is available upon request*

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MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) as such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software

manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

HARDWARE REQUIREMENTS & INSTALLATION

Client is responsible for ensuring they meet the recommended hardware requirements, which are available upon request. One (1) of each of the following components will be installed as part of Client's Laserfiche solution by default unless Pricing section states otherwise:

LASERFICHE SUBSCRIPTION

- Laserfiche Server
- Windows Client & Administration Console
- Web Client*
- Mobile Server
- Federated Search*
- Directory Server (LFDS)*[†]
- Import Agent
- Workflow (Professional/Business only)
- Forms* (Professional/Business only)
- Audit Trail

**Requires SSL/TLS Certificate. Client is responsible for acquiring and installing prior to Laserfiche implementation. Certificate requirements for Laserfiche Directory Server can be [found here](#).*

[†]Required for all Rio and Avante systems and cannot be removed.

Note: *Configuring a test environment, setting up an external DMZ, and/or setting up failover/load balancing are not included by default and must be detailed and priced in the applicable Statement of Work to be implemented.*

LASERFICHE END USER LICENSE AGREEMENT (EULA)

By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are applicable to actively supported perpetual software and are bundled with on-premises Subscription and Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. On-premises Subscription and Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Access to new product update versions and hotfixes
- Software credit eligibility for product upgrades, as determined by Laserfiche's then current policy
- Continued access to Client's Laserfiche solution*

**Specific to Laserfiche Cloud and Laserfiche on-premises Subscription licensed Clients*

POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid and non-refundable
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.

- For platform upgrades, software and support credit eligibility is determined by Laserfiche's then current policy. To receive any available software or support credit, Client's support plan must be active (i.e., support plan has not expired)
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e., prorating for less than four months may not be permissible due to the timing of renewal invoicing.)

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
- Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
- Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.
- Laserfiche on-premises Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche on-premises Subscription Clients must reactivate the on-premises Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.
- Reinstatement Fees: In order to receive uninterrupted support for perpetual on-premises Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired for more than 45 days, the plan will need to be reinstated. Reinstatements reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired.

INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one (1) or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to download software licenses and activations, process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.



STATEMENT OF WORK ("SOW")

This Statement of Work (including appendices hereto, the ("SOW") is part of Client's Master Agreement with MCCi (the "Master Agreement") and will serve as an Exhibit to the Order. If there is any conflict or inconsistency between the provisions of this SOW and the Master Agreement, the provisions of the Master Agreement shall apply unless the discrepancy is specifically called out within this SOW in which case this SOW shall control solely with respect to such conflict or inconsistency. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Agreement. In consideration of the foregoing and of the mutual covenants and promises set forth herein, MCCi and Client agree as follows:

BACKGROUND

Client is a current user of Laserfiche Avante within a self-hosted deployment. This project will upgrade the current Laserfiche Avante licensing to a Laserfiche Subscription Business Tier License and will transition the Client's current self-hosted deployment over to MCCi's Managed Cloud. By upgrading licensing, Client will be able to take advantage of enterprise grade authentication protocols such as SAML and MFA, as well as remove the burden of managing the self-hosted infrastructure for the Laserfiche environment.

PROJECT OBJECTIVES

- Project Kickoff and Project Staging
- Project Discovery and Requirements Gathering
- Managed Cloud Environment Setup
- Laserfiche System Deployment within Managed Cloud
- Data Migration of Self-Hosted Repository to the Managed Cloud Environment
- Identity Management Configuration with LFDS
- Laserfiche Administrator Training - Basic
- Solution Acceptance and Project Close Out

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PROJECT STAKEHOLDERS

GENERAL INFORMATION

PROJECT NAME	PROJECT MANAGER	MCCi SINGLE POINT OF CONTACT
Managed Cloud Laserfiche Migration and Subscription Licensing Upgrade	TBD	Lawrence Steed

MCCi SOW PREPARATION INFORMATION

NAME	TITLE	EMAIL	PHONE NUMBER
Nathan Whicker	Lead Solutions Architect	nwhicker@mccinnovations.com	800-342-2633 ext. 1564

CLIENT DECISION MAKER

NAME	TITLE	EMAIL	PHONE NUMBER
Alden Gleason	Enterprise Architect	agleason@celina-tx.gov	(972) 725-4247

CLIENT PROJECT STAKEHOLDERS

NAME	TITLE	EMAIL	PHONE NUMBER
Alden Gleason	Enterprise Architect	agleason@celina-tx.gov	(972) 725-4247
Amy Alexander	IT Director	AAlexander@Celina-tx.gov	(254) 326-5547

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MILESTONES & DELIVERABLES

MILESTONE	DELIVERABLES
#1: Project Kickoff and Project Staging	Project Kickoff: MCCi team will coordinate and conduct 30-minute meeting with Client project stakeholders to review project objectives, assumptions, deliverable(s); and discuss procedures, plans, collaboration platform, roles, timeline, etc. Remote Access Set Up for MCCi Project Team: Client IT contact will work with MCCi Project Manager to establish the appropriate remote server access needed for the project and according to Client's internal security protocols. Creation of Project Board: MCCi Project Manager will create and manage project timelines, milestones, deliverables, communication, etc. through the project tool and provide access to Client's project team.
#2: Project Discovery and Requirements Gathering	MCCi will complete requirements gathering with client stakeholders to services and deliverables specific to Milestone(s) #3 - #8.
#3: Managed Cloud Environment Setup – v300	Milestone Description: MCCi Managed Cloud Architects will create and deploy the server environment for the Client's Laserfiche system. MCCi Deliverables: MCCi will configure and deploy one environment – Managed Cloud v300 Configuration V300 CONFIGURATION 1 LF Web server ▪ Compute Size: Compute.1 (2cpu x 8GB) ▪ OS Disk: 128GB 1 LF Application server ▪ Compute Size: Compute.2 (4cpu x 16GB) ▪ OS Disk: 128GB ▪ Data Disk (LF Vols): 1.2 TB 1 DB Server ▪ Compute Size: Compute.2 (4cpu x 16GB) ▪ SQL Edition: Standard ▪ OS Disk: 128GB ▪ Data Disk (DB data & log files): 256GB
#4: Laserfiche System Deployment within Managed Cloud Environment	Milestone Description: MCCi will deploy the Laserfiche modules licensed under the Laserfiche Subscription Site Licensing to the Managed Cloud environment MCCi Deliverables: Each of the modules licensed under the Laserfiche Subscription Business Tier Licensing will be deployed to the appropriate server (Application/Web) within the Managed Cloud environment.
#5: Laserfiche PowerPack Installation and Configuration	MCCi provides installation and configuration services to assist MCCi's Clients in quickly utilizing the benefits of the powerful features included in PowerPack. MCCi Deliverables ▪ Install and configure PowerPack components on a single server. Workflow custom activities will be installed on the Workflow server ▪ Install PDF and Microsoft Office iFilters ▪ Provide overview training

#6: Data Migration of Self-Hosted Repository to the Managed Cloud Environment	Milestone Description: MCCi will migrate the existing Laserfiche repository data from the current Self-Hosted environment to the Managed Cloud environment. Client Deliverables: ▪ Grant unattended remote server access to MCCi ▪ Provide a Windows Account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory) MCCi Deliverables: ▪ Migration of the current repository (CityOfCelina) data from the self-hosted environment to the Managed Cloud environment. ▪ Migration of the current Workflow processes from the self-hosted environment to the Managed Cloud environment. ▪ Migration of the current Forms processes (and Forms Portal Processes) from the self-hosted environment to the Managed Cloud environment. ▪ Migration of the current Public Portal configuration from the self-hosted environment to the Managed Cloud environment. Assumptions: ▪ Import Agent is not currently configured within the self-hosted production environment and will not require profile migration to the Managed Cloud ▪ Quick Fields is not currently leveraged within the self-hosted production environment and will not require profile migration to the Managed Cloud Laserfiche Connector is not currently leveraged within the self-hosted production environment and will not require profile migration to the Managed Cloud
#7: Identity Management Configuration with LFDS	Milestone Description: MCCi Project Manager will remotely configure Identity Management configuration within Laserfiche Directory Server for users to authenticate to the Laserfiche System hosted in MCCi's Managed Cloud Environment. If the Client replicates self-hosted Active Directory to Azure AD then SAML Authentication to Azure AD will be configured for user authentication to Laserfiche. If the Client prefers to use Directory Users not mapped to Azure AD then LFDS Directory Users will be configured for access to Laserfiche. Exclusions: ▪ Laserfiche will be unable to communicate with local domain active directory ▪ MCCi will not configure anything within the client's Azure environment Assumptions: ▪ Only one user configuration will be deployed – SAML via Azure AD or LFDS Directory Users ▪ If configuring SAML: ○ Client already has AD replication to Azure AD configured ○ Client will provide AD administrator to facilitate necessary connection points to the Client's Azure AD environment ▪ SAML 2.0 authentication will be used to the Client's Azure AD environment
#8: Laserfiche Repository Administrator Training – Basic	Milestone Description: MCCi's Repository Administrator Training is for your organization to have a trained Repository Administrator. It focuses on ongoing management of the repository with a focus on user management, troubleshooting user permissions, monitoring and auditing user activity, and managing metadata. It also includes ongoing management as well as considerations for future growth,

	focusing on setting up new security permissions, repository planning, creation of new metadata types, and more. The complete list of training topics is listed below. ▪ User Management ▪ Core User Security ▪ Monitoring User Activity ▪ Metadata Management ▪ Repository Architecture Overview ▪ Web and Windows Client Differences ▪ General Repository Settings ▪ Audit Trail ▪ Technical Support Overview ▪ Recycle Bin Settings CLIENT DELIVERABLES ▪ Have a license available for each attendee participating in the training ▪ Provide the requisite IT resources MCCi DELIVERABLES ▪ Provide Repository Administration training according to the level of package purchased ▪ Provide training for up to six (6) users per session ASSUMPTIONS: Administrator training will be delivered remotely
#9: Alpha Testing and User Acceptance Testing (UAT)	MCCi will complete Alpha testing of the delivered solutions to ensure they function based upon the outlined design. Client Testing Team will execute User Acceptance Testing (UAT). Client is responsible for fully testing configurations prior to going live. Client will have 2 weeks (10 business days) to complete UAT.
#10: Solution Acceptance & Project Closeout	Client will go fully live with the system and configured processes. A formal wrap-up call will be held to transition Client to their MCCi Account Management and Support team.

EXCLUDED

GENERAL

- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to configuration changes made by Client's team prior to system Handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.
- MCCi is not responsible for anything not expressly included in this SOW.

SOW ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the Scope of services to be provided. Variations to the following may impact the SOW's cost and/or schedule justifying a Change Order (defined below).

DELIVERABLE ACCEPTANCE CRITERIA

MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

GENERAL

- Client agrees that the work schedule described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this SOW.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with a potential impact analysis of timeline and budget within five (5) business days of identification.
- Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client shall provide MCCi accurate data throughout the requirements gathering process.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the Business Process Configuration, related software, etc.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of this SOW. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under this SOW;

and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with this SOW.

- The Post-Implementation Configuration Assistance is intended to incur no more than 10 hours over the 30-day period. This assistance is intended to aid in transitioning Client to MCCi Support.
- **All Services pricing assumes the Client will grant MCCi unattended access** to the required infrastructure for the project. Unattended access requires the following:
 - Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
 - Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM ET to 8:00 PM ET.
 - A Windows Domain account assigned exclusively to the assigned MCCi Project Team, with passwords provided, that has administrative access to all infrastructure being serviced for purposes of the project.
 - A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products.

Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.

- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and setup TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client

- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly, and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment

GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

INSTALLATION

- Client shall be responsible for setting up, testing, configuring, and otherwise managing users and user group security, privileges, feature rights, and access rights.
- Client shall provide support for any API-related configurations and integrations being developed by its team or third parties.
- Client shall identify users participating in the business processes and ensure that appropriate user licensing has been acquired/assigned to them based on their role.
- MCCi's technical team will be provided unattended remote access to Client's applicable servers during the duration of the project outlined in this SOW.

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ROLES & RESPONSIBILITIES

PROJECT MANAGER

Responsible for planning, organizing, managing, controlling, and facilitating communicating all phases of the project. Will work with project resources to ensure accurate scoping and timely delivery of project.

SYSTEM ENGINEER

Responsible for integrating project technical aspects and making information relatable to non-technical personnel. Will work through each phase of the given system and process, from plan along with expansion to validation and operation, on measurable risk assessment, regularly concentrating on performance, testing, scheduling, and budgets.

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BILLING SCHEDULE

FIXED FEE BILLING SCHEDULE

MCCi will bill Client based on the schedule defined below and will bill for actual out of pocket expenses incurred on a monthly basis.

Billing Schedule	Invoice Amount
Kick Off	\$3,569.69
Progress Bill 1	\$8,924.22
Progress Bill 2	\$8,924.22
Progress Bill 3	\$8,924.22
Project Close - Final Acceptance	\$5,354.53
Total:	\$35,696.88

MCCi will initiate monthly progress bills approximately 30 days after Kick Off. Any pending billing will be invoiced upon completion of the SOW.

If either the Client or MCCi cancels any or all services in accordance with the Master Agreement, MCCi may invoice Client for a pro-rated share of the uncompleted work/milestone(s) for services actually performed through the effective date of such termination.

PROCESS & ESCALATION

CHANGE ORDER PROCESS

A Change Order is defined as a modification to the original contract price to complete Deliverables outlined in the SOW or a revised SOW to describe work required to fulfil the SOW. As this project progresses, it may be necessary to amend this SOW. Client understands that any change to this initial SOW will affect the fee and may extend the project completion date. If changes are required, Client will send a written request to MCCi outlining the requested change(s). MCCi will assess the change(s) and provide Client with a formal Change Order request. This Change Order will include the details of the scope change, as well as any additional cost that may be necessary in order to implement the same. It may be necessary to halt work on this project while Client reviews the Change Order request. After reviewing and approving the Change Order request, Client must return a signed copy to MCCi before work may proceed on the project.

ISSUE ESCALATION

Client may use the following contact information for resolution and escalation of any unresolved issues and tasks. MCCi will acknowledge escalations in writing and include steps toward resolution.

NAME	RESPONSIBILITY/ROLE	CONTACT NUMBER	EMAIL
Victor D'Aurio	Chief Operating Officer	850-701-0725 ext. 1604	victor@mccinnovations.com

ADDENDUM NO. 2 TO MASTER SERVICES AGREEMENT NO. 19561

INITIAL MANAGED CLOUD ORDER

PRICING: MANAGED CLOUD



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill /Ship to: Alden Gleason

agleason@celina-tx.gov

cc AP Contact: accountspayable@celina-tx.gov;
aalexander@celina-tx.gov

Client Name: City of Celina

Quote Date: May 21, 2024

Client Address: 302 West Walnut Street, Celina, TX 75009

Quote Number: 31824

Order Type: Net New

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>BuyBoard #716-23</i>	<i>Annual Total</i>
<u>MCCI ANNUAL SUBSCRIPTION</u>				
☒ Laserfiche Managed Cloud, V300 <i>Includes 3 Servers (1 Web, 1 App, 1 DB with SQL Standard), 256GB Protected Document Storage, 256GB Protected Database Storage, and 1 S2VPN.</i>	1	\$39,950.00	N/A	\$39,950.00
☒ Managed Cloud Protected Storage, 256 GB	1	\$850.00	N/A	\$850.00
☒ Managed Cloud Protected Storage, 1,024 GB	1	\$3,400.00	N/A	\$3,400.00
<i>MCCI Annual Recurring Subscription Subtotal</i>				<i>\$44,200.00</i>

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION	<i>\$44,200.00</i>
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TOTAL MCCI MANAGED CLOUD PROJECT COST	<i>\$44,200.00</i>
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All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will systematically renew unless written notice of termination has been provided per the master agreement. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Client has terminated the Order and/or Addendum earlier.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	Upon deployment of infrastructure

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ Annual Renewal: 75 days in advance of expiration date ▪ Initial Managed Cloud: Upon deployment of infrastructure

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) as such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

MANAGED CLOUD ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

REQUIREMENTS

Managed Cloud, as with all cloud-based services, requires sufficient internet bandwidth (both upload and download) to ensure an acceptable experience for end users. Client is responsible for ensuring internet bandwidth sufficient for Client's environment (site locations and number of users).

SUBSCRIPTION TERM

Subscriptions for Managed Cloud are for one (1) year periods ("**Term**") and can be prorated longer to match other solution support/subscription renewal dates. The subscription term will begin once the Azure environment has been activated. This is not contingent upon a completed implementation. Client is still responsible for adhering to the Microsoft terms of service (e.g., EULA, AUP, etc.).

FEE INCREASES:

- Adjustment to fees related to an increase in the level of service requested/authorized by Client will be made at the time of such changes in service becoming available to Client.
- MCCi will not increase fees more than once over a 12-month period.
- **Third-Party License Fees:** In the event that a third-party license provider increases the fee they charge MCCi for Client's use of such license, we will increase Client's fees by the same percentage amount, provided we notify Client in writing at least 90 days before the effective date of the price increase.

LATE PAYMENT POLICY

- If payment is not received before Client's renewal date, Client's Managed Cloud subscription will expire. Please allow up to five (5) business days for MCCi to process payment.
- If Client's Managed Cloud subscription is expired for 30 days or more, Client's service will be suspended, and Client will have no access to Client's Managed Cloud environment.
- If Client's Managed Cloud subscription is not paid after 60 days of Client's renewal date, Client's account will be terminated and Client's data deleted.

REINSTATEMENT FEES

- After Client's Managed Cloud subscription has expired, MCCi will move Client's renewal date to date paid, inclusive of applicable reinstatement fees.
- Reinstatement Fees = 20% of Annual Subscription

AZURE HOSTING

MCCi offers its Managed Cloud service with Azure hosted infrastructure, as well as fully Managed Service options, all through its partnership with Azure.

Client acknowledges the following terms, conditions, and limitations (and accepts that MCCi's liability and responsibility is limited by the following):

- Client shall have no rights against Azure in connection with the Infrastructure as a Service (IaaS) sold by MCCi.
- Client agrees to abide by the Microsoft license terms: <https://azure.microsoft.com/en-us/support/legal/>.
- MCCi does not promise that the services will be uninterrupted, error-free, or completely secure. Client acknowledges that there are risks inherent in internet connectivity that could result in the loss of Client's privacy, client data, confidential information, and property.

- MCCi has no liability for loss of data to the extent the data has changed since the last backup as defined in the Order.
- **Prohibition of high-risk use:** Client may not use the Managed Cloud service in any situation where failure or fault of the hosting services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, Client may not use or permit any other person to use the hosting services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or medical life support devices.

AZURE TERMS OF SERVICE:

Client agrees to abide by the Azure service terms: <https://azure.microsoft.com/en-us/support/legal/subscription-agreement/government/>

IP ADDRESSES

The IP addresses allocated to Client's Hosted System during the term of the Agreement are managed by MCCi, and MCCi will retain these IP addresses after termination of the Order, meaning that they may not be transferred or utilized by Client after termination of the Order.

SECURITY

MCCi will use every reasonable effort to prevent the unauthorized access, use or disclosure of client data and direct client information located on MCCi servers, including the implementation of industry-standard measures designed to maintain the security of such data. Client acknowledges, however, that MCCi cannot guarantee the security of such data given the nature of the Internet.

BACKUP & DATA RESTORATION SERVICES

SCHEDULE

- Daily snapshot of all VM OS and attached storage disks.

RESTORATION

- Client may receive assistance to restore data that may have been lost as a result of its own actions. Additional fees may apply.

DATA MIGRATION SERVICES

Existing clients may receive assistance to migrate data from their existing servers. Since each client's needs are different, this migration will be quoted separately and is not included in MCCi's standard packages.

Should Client choose to move away from their Managed Cloud hosted environment, additional costs will apply for MCCi to assist with the data migration.

MASTER SERVICES AGREEMENT NO. 19561

This Master Services Agreement No. 19561 (this "**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "MCCi" means the MCCi Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

MCCi and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by MCCi (and as modified in writing by the Parties, each an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional

compensation by MCCi, until Client and MCCi have both signed such Change Order, or a new Order, as appropriate.

Each MCCi Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party. In no event will a MCCi Affiliate be liable for any of the obligations or liabilities of any other MCCi Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to MCCi the fees and other compensation set forth in each Order ("**Order Expenses**"). If relevant, and provided to MCCi, MCCi will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding MCCi's invoicing of Order Expenses, including but not limited to non-conformance with Client's expense policy, such dispute will be subject to investigation and correction. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after MCCi has made the applicable arrangements; or (ii) If Client is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If MCCi is reselling a license and/or subscription of a third-party product to Client, then MCCi will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 30 days of the date of the notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

3. Invoicing and Payment

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law.

To the extent that Client is not exempt and/or has not communicated its tax status to MCCi, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") requested by Client in written Order will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided thirty (30) days written notice of cancellation to MCCi prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice by the renewal service period start date, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees).

Once payment has been received, no refunds for Recurring Services are available Notwithstanding the foregoing, SUBJECT TO APPROPRIATION

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period, or (ii) the term of the first Order under this Agreement, and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate this Agreement and any Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to MCCi at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed

hereunder, between completed milestones, MCCi will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, MCCi will recommence invoicing per the applicable Order.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition, or correction of any hardware or software problems that would affect the performance of Services and/or delivery of a Deliverable; and (iv) any other items set forth in the applicable Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCi Personnel

Neither MCCi nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by applicable state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees "**Personnel**"). MCCi remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure

becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, products software, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to MCCi. Should MCCi, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder (**"Pre-existing Work"**), MCCi shall retain any and all rights

in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same Personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to **"Personal Information"** (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only to (i) MCCi Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi shall have no duty to notify Client of such compliance with law. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) Services Warranty.

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the subject matter for the Order, in a professional, competent, and workman-like manner.

MCCi's delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have ten (10) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above.

fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCI DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCI SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN AN ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR MCCI, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND MCCI'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCI WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH MCCI IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCI TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (II) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN MCCI. MCCI ALSO DOES NOT WARRANT ANY THIRD- PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND MCCi HAS NO LIABILITY ASSOCIATED THERewith.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

General Warranty.

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, **"State Data Protection Laws"**), and (v) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

Each Party ("**Indemnifying Party**") to the extent allowed by law, shall indemnify, defend, and hold the other harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") to the extent caused by the Indemnifying Party.

(a) MCCi Indemnification.

MCCi shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("Claims") to the extent caused by MCCi, for bodily injury or tangible property damage arising out of MCCi's performance within the scope of its responsibilities under this Agreement or by a third party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than MCCi, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option, and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Client Indemnification.

If the Services require MCCi to access or use any third-party products provided or used by Client, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any Claims to the extent arising from MCCi's access to or use of such third-party products. Should MCCi provide third-party licensed software hereunder, Client will indemnify, defend, and hold MCCi harmless for the breach by Client or any entity for whom Client provides access the same, for any breach of such third-party terms of use, including, without limitation, a licensor's end user license agreement, acceptable use policy, and the like.

NOTWITHSTANDING ANY OTHER PROVISION HEREIN, IF CLIENT IS A CITY, COUNTY, OR OTHER GOVERNMENT ENTITY AND SUCH ENTITIES GOVERNING BODY PROHIBITS INDEMNIFICATION, THEN

CLIENT'S INDEMNIFICATION OBLIGATIONS SHALL BE REDUCED TO REFLECT THE LIMITATIONS THAT ARE LEGALLY BINDING ON CLIENT.

(c) Indemnification Procedure.

Each indemnified Party shall give the Indemnifying Party (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that the Indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability and does not otherwise negatively impact the indemnified Party's rights, including, without limitation, those in its intellectual property); and (iii) at Indemnifying Party's cost, all reasonable assistance.

(d) Limitation of Liability.

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED TWO TIMES THE AGGREGATE AMOUNTS PAID TO MCCi BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS .

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

MCCi will name Client as an additional insured under the Comprehensive General Liability policy. MCCi represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

<u>If to MCCi</u>	<u>If to Client:</u>
MCCi, LLC	City of Celina
3717 Apalachee Parkway	142 N Ohio St
Suite 201	
Tallahassee, FL 32311	Celina, TX 75009
Attn: Legal Department	Attn: Dawn Berry
Email: legal@mccinnovations.co m	Email: dberry@celina-tx.gov

15. Miscellaneous

(a) Third-Party EULA Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("**EULA**"), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

(b) Use of Open-Source Code.

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open-source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is

otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

(d) MCCi Software Configuration Services.

Client may elect to contract with MCCi to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, MCCi agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(i) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit MCCi's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, MCCi will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all costs associated with audits.

(j) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(k) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(l) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(m) Dispute Resolution.

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute.

(n) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(o) Publicity.

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(p) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(q) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(r) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. Venue for all disputes shall be in Collin County, Texas. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs.

(s) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(t) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

Signed: _____

Name: _____

Title: _____

Date: _____

CITY OF CELINA (“Client”)

Signed: _____

Name: _____

Title: _____

Date: _____

142 N OHIO ST
CELINA, TX 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
Initiated
by:
Date: June 11, 2024
Re: Stallcup Waterline Oversizing Cost Sharing Agreement (Custer to Peterman Parkway)

Action Requested:

Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and North Collin County Municipal Utility District No. 1 for a cost-sharing agreement for \$680,037.01 to oversize a 12" waterline to an 18" waterline along Stallcup Road from Custer Road to Peterman Parkway. (Glasgow)

Background Information:

The City of Celina entered into a Non-Standard Water Service Agreement (NSSA) between the City of Celina and North Collin County Municipal Utility District No. 1 (NCCMUD) on July 11, 2023. This agreement allowed for the city to contract with the District for an additional oversizing of public utilities to serve this community. The developer has bid the proposed water line as a 12" and 18" waterline per public bidding requirements. NCCMUD provided the City of Celina with supporting documentation showing the cost difference.

Celina's engineering staff evaluated this request. They have reviewed the design plans to ensure the proposed water line meets the current Celina Engineering Design standards. The staff has determined that the oversizing of this water line is the appropriate action.

Legal Review:

Legal staff has reviewed and approved the proposed contract.

Supporting Documents:

1. FE Letter to Celina re NSSA Expansion (+140 ac) 17988
2. NCCMUD_water_executed

3. Offsite Waterline Oversize Exhibit
4. Bid tabs
5. Oversized Facilities Reimb Agmt w MUD sig (North Collin)

Financial Consideration:

The proposed project will be funded through bond funds. Project expenses will not exceed available funds.

Staff Recommendation:

Staff recommends approval of this proposal.

NORTH COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

16000 N. Dallas Parkway, Suite 350
Dallas, Texas 75248

March 1, 2024

Attn: City Manager
City of Celina, Texas
302 W. Walnut St.
Celina, Texas 75009
rranc@celina-tx.gov

Attn: Julie Fort
Messer Fort, PLLC 6371
Preston Rd., Ste. 200
Frisco, Texas 75034
julie@txmunicipallaw.com

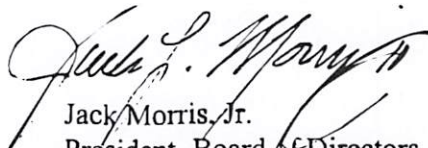
Re: Notice of Amendment of Defined Term in that certain Non-Standard Service Agreement By and Between the City of Celina, Texas and North Collin County Municipal Utility District No. 1, effective July 11, 2023 (the "Agreement")

To Whom it May Concern:

This letter is being sent pursuant to Section 19 of the Agreement ("Section 19"), which allows for the amendment of the defined term "Property" (as defined in the Agreement) to include up to 250 gross acres of additional property upon North Collin County Municipal Utility District No. 1's (the "District") written notice to the City regarding the additional property. In accordance with Section 19 of the Agreement, this shall serve as the District's written notice to the City. Accordingly, the defined term "Property" is hereby amended to include the approximately 140.50 acres of real property depicted in the attached Exhibit "A" (the "Additional Property").

Should you have any questions, please coordinate with Israel Galicia with Huffnes Communities at igalicia@huffnescommunities.com

Very truly yours,

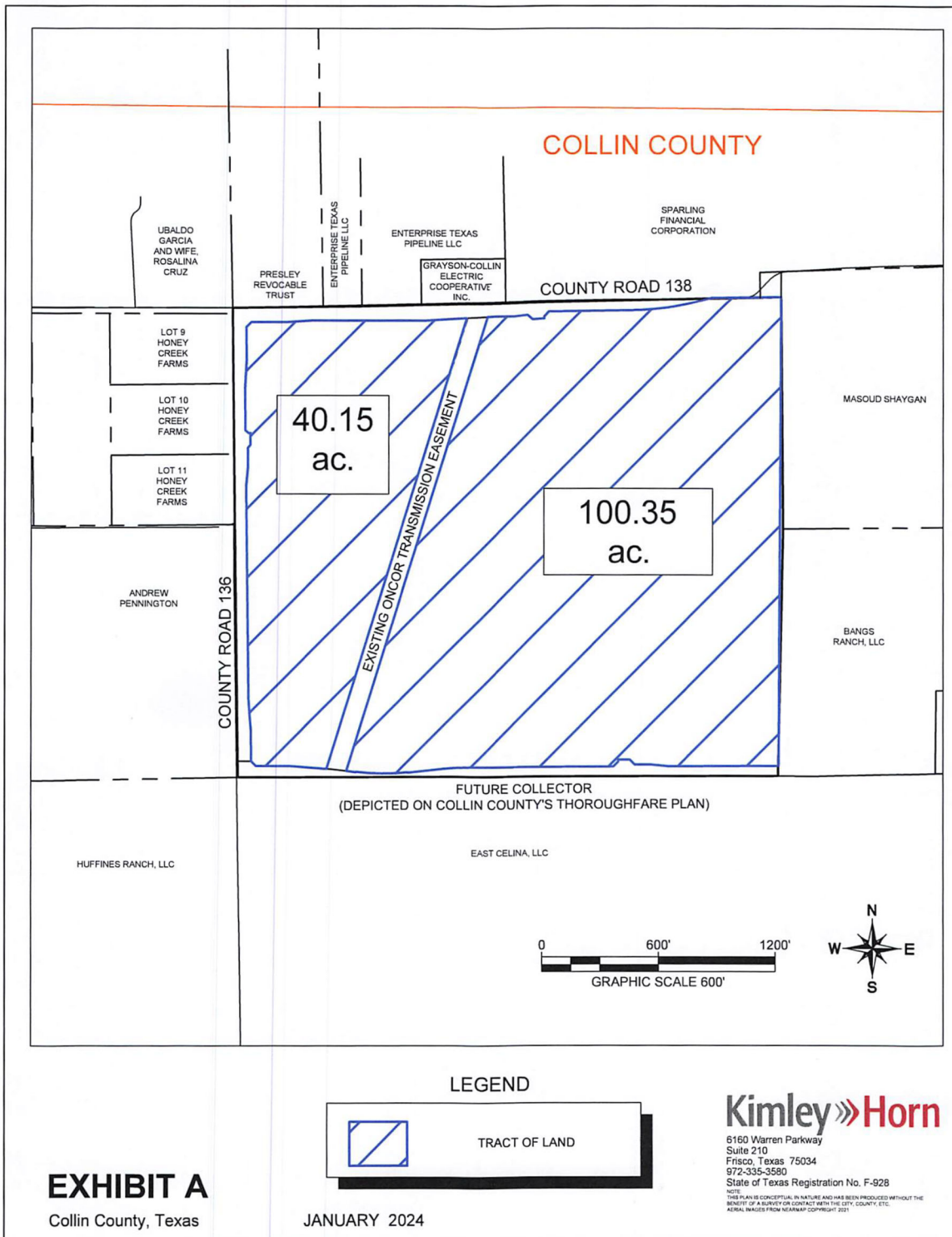


Jack Morris, Jr.
President, Board of Directors
on behalf of North Collin County Municipal
Utility District No. 1

Enclosures

EXHIBIT "A"

The Additional Property



**NON-STANDARD WATER SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF CELINA, TEXAS,
AND
NORTH COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 1**

This Non-Standard Water Service Agreement (this “Agreement”) is entered into by and between the City of Celina, Texas (the “City”), and North Collin County Municipal Utility District No. 1 (the “MUD”).

DEFINITIONS

“**City**” shall refer to and mean the City of Celina, Texas, a duly formed municipality.

“**CCN**” shall refer to and mean a Certificate of Convenience and Necessity issued by the Public Utility Commission of Texas (“PUC”), previously by the Texas Commission on Environmental Quality (“TCEQ”) or its predecessor/successor agency as prescribed by the Texas Water Code.

“**Cost of Construction**” shall refer to and mean the actual costs of design, engineering, construction, acquisition, and inspection of the Water Facilities, as applicable.

“**Customers**” shall mean and refer to retail water customers that are located within the Property.

“**ESFC**” shall mean that amount of water that constitutes an Equivalent Single Family Connection. At the time of this Agreement, an ESFC of water means 360 gallons per day of water.

“**Franchise Agreement**” has the meaning set forth in Paragraph 6, below.

“**Outside Customers**” shall refer to and mean retail water customers, as applicable, who are connected to the City’s water system and are billed as customers located inside the City’s corporate limits but outside of the Property.

“**Party**” or “**Parties**” shall refer to and mean the City and MUD and their permitted successors and assigns.

“**Property**” shall mean and refer to the parcel of approximately 556.456 acres, more particularly described and shown in **Exhibit “A”**. Additionally, upon the City’s receipt of written notice from the MUD that the MUD has annexed additional property into the boundaries of the MUD, which such additional property shall not exceed a total of 250 gross acres in size containing a maximum of 1,250 ESFCs, the term “Property” shall automatically include such additional property.

“Water Connection Fees” shall refer to and mean the fees, if any, due under this Agreement or to be due from Customers for connection to the Water Facilities.

“Water Facilities” shall mean all water conveyance facilities sufficient to serve 4,850 ESFCs to be constructed by the MUD inside or outside the boundaries of the Property for the purpose of providing potable water service to Customers located within the Property, particularly including those facilities shown on **Exhibit “B”** attached hereto. The Water Facilities shall consist of, but not be limited to, the following: (i) the 12-inch water line that will be constructed by the MUD and conveyed to the City (the “12-Inch WL”), coming from the Serenade Development, through which the City will provide a minimum of 800 ESFCs of adequate and dependable retail treated water supply (the “Initial Supply”), (ii) the water meter and related appurtenances owned by the City measuring the flow of treated water transported to the Property through the 12-Inch WL (the “12-Inch Meter”), (iii) the 24-inch water line that will be constructed by the MUD and conveyed to the City (the “24-Inch WL”) to provide the remaining adequate and dependable retail treated water supply, in addition to the Initial Supply (the “Remainder Supply”), (iv) the water meter and related appurtenances owned by the City measuring the flow of treated water transported to the Property through the 24-Inch WL (the “24-Inch Meter”), and (v) other on-site and off-site water improvements necessary for the City to provide retail water services to the Property, including any oversizing of any of the foregoing facilities.

Some terms used herein are defined by the Texas Water Code or under the City ordinance. To the extent a defined term or phrase is used and not defined herein, each shall mean and refer to the definition prescribed by Texas Water Code or under the City ordinance. If no such definitions are established by those laws, then common usage shall control.

RECITALS

WHEREAS, the Property is located wholly within the boundaries of the MUD; and

WHEREAS, the MUD may annex up to an additional 250 gross acres of property containing a maximum of 1,250 ESFCs into the boundaries of the MUD and the Parties intend for such additional property to be automatically included in the term “Property” and be subject to this Agreement upon the MUD’s written notice to the City regarding such annexation; and

WHEREAS, the MUD expects that full development of the Property will require approximately 3,600 single-family ESFCs with the ability to expand and add an additional 1,250 ESFCs of water service capacity (see **Exhibit “B”**); and

WHEREAS, the MUD desires the City to provide retail water service to Customers within the Property; and

WHEREAS, the City furnishes water service as a retail public utility within its certificated service area under CCN No. 12667, which area currently does not include the Property; and

WHEREAS, the City has agreed to take the actions necessary to make retail water service available to the Property pursuant to the terms of this Agreement.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the City and the MUD agree as follows:

1. Water Facilities.

A. Design and Construction. The Water Facilities shall be engineered and designed by a Texas Licensed Professional Engineer chosen by the MUD or its assignee, who shall design such facilities in accordance with the applicable standards and specifications of the City and all governmental agencies having jurisdiction, consulting with the City as needed to ensure conformance with the City specifications, as provided in the City's Engineering Design and Construction Standards, as may be amended. The MUD shall design and construct the Water Facilities in a good and workmanlike manner so they are fit for the intended purposes. Said design and construction shall be at the MUD's sole cost except as set forth to the contrary in paragraph 1.B. "Sizing" below.

B. Sizing. The Water Facilities shall be sized to provide continuous and adequate retail water service to the Property as it is developed. If, prior to construction, the City requires the 12-Inch WL to be increased to an 18-inch water line or greater (the "Oversized Water Line") due solely to a need to serve customers located outside the boundaries of the Property, the City shall be solely responsible for the funding of the incremental increase in all costs associated with such improvements related to increasing the capacity of the 12-Inch WL to the Oversized Water Line, including, but not limited to, increased construction and inspection. The MUD shall obtain two (2) bids for the improvements, one for the 12-Inch WL and one for the Oversized Water Line. The costs for the Oversized Water Line, if applicable, shall be the difference in the bid for the 12-Inch WL and the bid for the Oversized Water Line (the "Oversizing Costs"). The MUD shall deliver written notice to the City detailing the Oversizing Costs and including both bids (the "Oversizing Notice"). Within thirty (30) days after receipt of such Oversizing Notice, the City shall confirm in a written notice to the MUD whether it has the funds available to pay, and intends to pay, the Oversizing Costs. If the City confirms funds are available and that the City intends to pay the Oversizing Costs, and, within sixty (60) days after the MUD delivers the Oversizing Notice to the City, enters into a binding and enforceable written agreement with the MUD to reimburse the MUD, or the developer of the MUD, for the Oversizing Costs, the MUD shall construct the Oversized Water Line. Otherwise, the MUD has no obligation to construct the Oversized Water Line and shall not be required to obtain approval of revised plats or construction plans that remove the Oversized Water Line. The City shall determine whether the Oversized Water Line is needed during plan review. In the event the City requires any of the other Water Facilities to be oversized to serve customers located outside the boundaries of the Property, the City shall be solely responsible for the funding of the incremental increase in all costs associated with such improvements related to increasing the capacity of Water Facilities to serve areas outside the Property.

C. Construction of Water Facilities. The Water Facilities shall be constructed in accordance with the construction plans and specifications in compliance with the City's applicable ordinances, rules, and regulations (in existence as of the time that construction of the Water Facilities commences) and the rules and regulations of any other agencies having jurisdiction (in existence as of the time that construction of the Water Facilities commences), and approved by the City's engineer (which approval shall not be unreasonably withheld). Such construction shall not commence unless and until said plans and specifications have been approved by the City's engineer. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of the Water Facilities, the more restrictive/stringent of the conflicting portion(s) shall apply.

D. Conformity. The MUD agrees that the City's engineers or other representatives may inspect and test the construction of the Water Facilities at any time to determine compliance with the approved designs, plans and specifications. The MUD shall provide the City at least twenty-four (24) hours' notice prior to any test of any portion of the Water Facilities prior to the covering of any portion of said improvements that are constructed below grade. All inspection fees shall be the responsibility of the MUD. The City agrees that the inspection and review fees for the Water Facilities shall not exceed one and one half percent (1.5%) of the contract price of the Water Facilities.

E. Stoppage for Non-Conformance. The City may stop work on any portion of the Water Facilities which are not being constructed in conformance with the City's regulations and standards and the approved plans and specifications until such time as the MUD and the MUD's contractor(s) agree to construct that portion of the Water Facilities in conformance and to demonstrate future conformance as requested by the City.

F. Operation, Maintenance and Repair. The Water Facilities shall be owned and solely operated, maintained and repaired by the City. The City shall maintain the Water Facilities in good repair and working condition at all times. The MUD shall have no responsibility with respect to operation, maintenance, or repair of the Water Facilities.

2. Acquisition; Dedication; Easements; Bonds; Plans.

A. Acquisition and Dedication for Water Facilities. The MUD shall be responsible for acquiring and dedicating to the City, at the MUD's sole expense: (i) any easement encompassing areas across privately or publicly owned land or sites which the City reasonably determines are necessary for the construction, operation and maintenance of the Water Facilities; (ii) any governmental approvals necessary to construct the Water Facilities in public land or rights-of-way. The MUD shall use its good faith efforts to acquire exclusive easements needed to provide retail water service in accordance with this Agreement which allow for the City to install future water lines and other municipal utilities; provided, however, that such future facilities shall not interfere with the operation, maintenance or use of the Water Facilities.

B. Form. Any easements acquired by the MUD for the Water Facilities shall: (1) be at least twenty feet (20') in width or fifteen feet (15') in width with the City's approval; (2) be adequate

to allow the City to install water lines and other municipal utilities; and (3) be an exclusive easement for the benefit of the City.

C. Bonds. For all Water Facilities, the MUD or any contractor performing construction shall obtain and tender payment bonds, performance bonds, and maintenance bonds in the full amount of the construction cost. The maintenance bond shall be for a term of two years from the date of final acceptance of the Water Facilities by the City and shall name the City as an obligee with a surety reasonably acceptable to the City guaranteeing the work and materials of the Water Facilities to be free from defects or need for repair. The bond forms and the sureties are subject to the City Attorney's approval, which approval shall not be unreasonably withheld.

D. Copies of Plans. The MUD shall furnish the City with one reproduction and two copies of the as-built or record drawings in an appropriate AutoCAD format for the Water Facilities promptly upon completion of construction and acceptance by the City.

3. Retail Water Service.

A. Water Service. Subject to construction of the Water Facilities by the MUD, the City has the ability to provide retail water service to the Property. The MUD shall construct the Water Facilities necessary to connect to the City's water system at the agreed upon locations within the areas reflected on the attached **Exhibit "B"**. Thereafter, it shall be the duty of the City to provide retail water service to all Customers in each phase of the development of the Property up to a maximum of 3,600 single-family ESFCs, with the ability to expand and add an additional 1,250 ESFCs of water service. The City intends to handle the billing of Customers located within the Property for the City's provision of retail water services.

B. Service Subsequent to Completion and Dedication. After proper completion and dedication to the City of the Water Facilities, the City shall provide continuous and adequate retail water service to Customers within the Property, subject to all duly adopted rules and regulations of the City generally applicable to water customers located inside the City and payment of all standard rates, fees and charges adopted by the City that pertain equally to all Outside Customers unless expressed otherwise herein. Notwithstanding any provision of this Agreement, to the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to service to Outside Customers and this Agreement, the conflicting provisions of this Agreement shall apply.

C. Conditions Precedent. It is understood and agreed by the Parties that the obligation of the City to provide water service in the manner contemplated by this Agreement is subject to the issuance of all permits, certificates, or approvals required to lawfully provide retail water service by the PUC and all other governmental agencies having jurisdiction, which Owner and the City shall use its good faith efforts to timely acquire.

4. Water Connection Fees.

A. Water Connection Fees. The connection fees for connection to any Water Facilities shall be charged for each ESFC located within the Property (the “Water Connection Fees”), subject to the credits detailed in Section 4.B herein. The Water Connection Fees shall refer to the fees due under this Agreement or to be due from owners of each property representing one or more ESFCs within the Property that comprises an ESFC for connection to the Water Facilities or any part of the City’s water system. The Water Connection Fee is initially in the amount of \$4,400.00 per ESFC. The Water Connection Fee shall be charged once per each ESFC in accordance with this paragraph, subject to the credits detailed in Section 4.B herein. The Water Connection Fee shall be due for each connection made for each ESFC located within the Property at the time such connection is made. No connection to the Water Facilities may occur until the Water Connection Fee has been collected by the MUD to be paid to the City for such connection. Once the Water Connection Fee is paid for a connection, no additional fee, except a meter fee as provided in the City’s Fee Schedule, as may be amended, shall be required to be paid for making such connection to the Water Facilities, except as expressly set forth as follows or otherwise in this Agreement. The Water Connection Fee shall be in effect and shall not increase for five (5) years after the Effective Date. The City may make such recalculations only one (1) time during any such subsequent five (5) year period, as applied uniformly to Outside Customers. Any change to the amount of the Water Connection Fee made under this paragraph shall be effective upon the City providing the MUD with notice of the new Water Connection Fee amount and shall apply to any connections made after the new Water Connection Fee amount becomes effective. The MUD will be handling building permits and inspections within the Property. The MUD shall collect the City’s Water Connection Fee for each ESFC from the builder. The Water Connection Fees collected each month by the MUD shall be remitted on a monthly basis prior to the end of the following month, along with an accounting of the addresses the Water Connection Fees were collected for and the number of ESFC at each address. For demonstration only, Water Connection Fees collected by the MUD in July 2026 would be payable to the City prior to August 31, 2026.

B. Water Connection Fee Credits. Upon the City’s acceptance of the offsite Water Facilities, the MUD shall provide City evidence of the Cost of Construction of the offsite Water Facilities. Notwithstanding Section 4.A or anything else herein to the contrary, the Water Connection Fees shall be credited, and not collected, up to the Cost of Construction of the offsite Water Facilities. Once the MUD, or the developer of the MUD, has received credits of Water Connection Fees that equal the Cost of Construction of the offsite Water Facilities, the MUD shall collect the Water Connection Fees in accordance with Section 4.A herein and no longer credit any portion of the Water Connection Fees to the MUD, or the developer of the MUD, as provided herein. During the time the credit is applicable, the MUD shall still provide the monthly accounting of the addresses the Water Connection Fees were collected for and the number of ESFC at each address to the City as provided in Section 4.A. so that the City can track the use of such credits.

5. Franchise Fee.

The MUD may charge the Customers a franchise fee based upon a percentage, as determined by the MUD from time to time, of the total bill charged by the City to the Customers for retail water (the “Franchise Fee”). The City agrees to remit to the MUD the Franchise Fees collected on a quarterly basis, within thirty (30) days of the end of each quarter. The City shall provide the MUD with quarterly statements showing the amount of water revenue collected and the amount of Franchise Fees collected and remitted to the MUD.

6. Trash Collection.

The City shall provide trash collection services to the Property, commencing upon the execution of this Agreement and continuing thereafter, with the same level and in a manner consistent with such services as provided by the City within the City’s corporate boundaries. The City agrees that the trash collection services shall be provided at the same rate as is charged to residents located within the corporate boundaries of the City. Notwithstanding the foregoing, to the extent of any conflict between this Agreement and the City’s franchise agreement with a solid waste services provider (“Franchise Agreement”), the terms of the Franchise Agreement shall control.

7. Irrigation.

The City agrees that the MUD has the right, but not the obligation, to construct new water wells and/or maintain existing water wells within the Property solely for the purpose of providing water for irrigation and other uses within the Property other than for providing potable water for human consumption. The MUD shall not be obligated to pay the City a fee of any kind for such irrigation water that the MUD collects and uses from such water wells located within the Property, whether through a charge for water or wastewater service. Such wells shall be owned, operated and maintained by the MUD and may not be connected to the City’s water supply system.

8. Effect of Force Majeure.

In the event either Party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give written notice and full particulars of the force majeure to the other Party, shall provide weekly written updates describing its efforts to mitigate or cure the force majeure condition(s), and shall provide written notice at the time that the force majeure conditions have ceased.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term “force majeure” includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military

authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and civil disturbances, explosions, breakage or accidents to equipment, pipelines or canals, partial or complete failure of water supply, and any other inability of either Party to be able to perform, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party if the settlement is unfavorable in the judgment of the Party having the difficulty.

9. Notices.

Any notice to be given hereunder by either Party to the other Party shall be in writing and may be affected by delivery in person or by facsimile or e-mail, or by sending said notices by certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given by mail when properly addressed and deposited with the United States Postal Service with sufficient postage affixed.

To the City: Attn: City Manager
City of Celina, Texas
302 W. Walnut St.
Celina, Texas 75009

With a copy to: Attn: Julie Fort
Messer Fort, PLLC
6371 Preston Rd., Ste. 200
Frisco, TX 75034

To MUD: Attn: Mindy L. Koehne
North Collin County Municipal Utility District No. 1
c/o Coats Rose, P.C.
16000 North Dallas Parkway, Suite 350
Dallas, Texas 75248

Either Party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this section.

10. Breach of Agreement and Remedies.

If either Party breaches any term or condition of this Agreement, the non-breaching Party shall provide the breaching Party with notice of the breach. Upon its receipt of a notice of breach, the breaching Party shall have sixty (60) days to cure the breach. If the breaching Party does not cure the breach within the sixty (60) days, the non-breaching Party shall have all rights and remedies at law (except termination of this Agreement) and in equity including, without limitation,

the right to enforce specific performance of this Agreement by the breaching Party and the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.

11. Indemnity.

To the maximum extent allowed by law, the MUD and its successors and assigns shall indemnify and save harmless the City and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the MUD or its agents, representatives or employees in connection with or related to the (i) construction of the Water Facilities by the MUD or its successors and assigns; (ii) any claim arising in premises liability relating to property titled to the MUD or its successors and assigns; and (iii) the MUD's execution and performance of its obligations under this Agreement.

To the maximum extent allowed by law, the City and its successors and assigns shall indemnify and save harmless the MUD and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the City or its agents, representatives or employees in connection with or related to the (i) operation, repair, and/or maintenance of the Water Facilities by the City or its successors and assigns; (ii) any claim arising in premises liability relating to property titled to the City or its successors and assigns; and (iii) the City's execution and performance of its obligations under this Agreement.

12. No Third-Party Beneficiaries.

This Agreement is solely for the benefit of the Parties hereto, and no other person or entity has any right, interest or claim under this Agreement nor shall be considered to be a third-party beneficiary.

13. Context.

Whenever the context requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words shall include singular and plural.

14. Litigation Expenses.

Either Party to this Agreement who is the prevailing party in any legal proceeding against the other Party, brought in relation to this Agreement, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party.

15. Intent.

The Parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are, or may become, necessary or convenient to effectuate and carry out the intent of this Agreement.

16. Authority.

The signatories hereto represent and affirm that they have authority to execute this Agreement on behalf of the respective Parties hereto.

17. Severability; Interpretation.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other Party of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein. The Parties agree that they have equally participated in the drafting of this Agreement with the assistance of legal counsel, and that neither Party shall receive any benefit of interpretation of its terms on the basis of relative contribution to the drafting process.

18. Entire Agreement.

This Agreement, including any exhibits and/or addendums attached hereto and made a part hereof, constitutes the entire agreement between the Parties relative to the subject matter of this Agreement.

19. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives of the City and the MUD, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment. Notwithstanding the foregoing, the Parties agree that upon the MUD's written notice to the City of its annexation of additional property, not to exceed 250 gross acres in size containing a maximum of 1,250 ESFCs, the term "Property" shall be automatically amended to include such additional property.

20. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties are expressly deemed performable in Collin County, Texas.

21. Venue.

Any action at law or in equity brought to enforce or interpret any provision of this Agreement shall be brought in a state court of competent jurisdiction with venue in Collin County, Texas.

22. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the permitted, successors and assigns.

23. Assignment.

The rights and obligations of the Parties hereunder may not be assigned without the prior written consent of the other Party hereto.

24. Effective Date.

This Agreement shall be effective from and after the date upon which both Parties have duly executed this Agreement.

25. Recordation; Enforcement.

This Agreement shall run with the land and shall bind subsequent owners of any property within the Property and shall be recorded in the Land Records of Collin County, Texas. To the extent that this Agreement cannot bind such subsequent owners, the MUD shall adopt enforceable rules and regulations to require such owners to comply with the intent of this Agreement, including but not limited to payment to the City of the Water Connection Fees, and payment to the City for retail water service, as applicable.

26. Counterparts.

This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

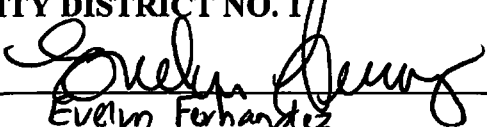
IN WITNESS WHEREOF each of the Parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

/signatures below/

EXECUTED on this the 5th day of July, 2023.

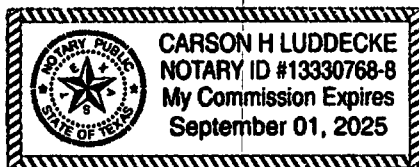
MUD

NORTH COLLIN COUNTY MUNICIPAL
UTILITY DISTRICT NO. 1

By: 
Name: Evelyn Fernandez
Title: Asst. Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 5th day of July, 2023, by Evelyn Fernandez Asst. Secretary of North Collin County Municipal Utility District No. 1, a political subdivision of the State of Texas, for the purposes stated hereinabove.




Notary Public in and for the State of Texas

CITY OF CELINA

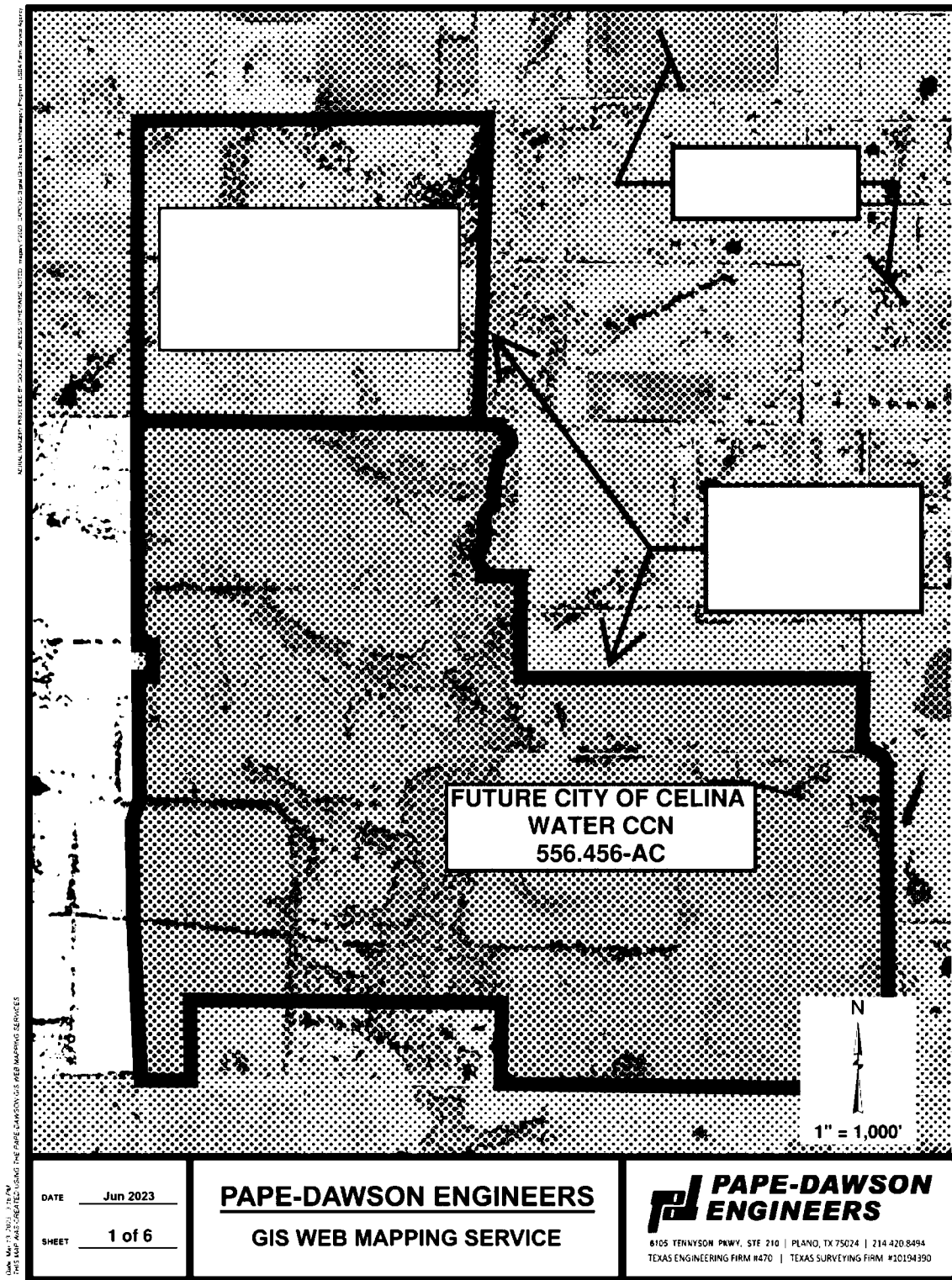
By: _____

Name: Ryan Tabbs

Title: Mayor

Date: July 11, 2023

EXHIBIT A
(see following pages)



DATE: May 17, 2023, 7:29 PM
THIS MAP WAS CREATED USING THE PAPE-DAWSON GIS WEB MAPPING SERVICES

DATE Jun 2023
SHEET 1 of 6

PAPE-DAWSON ENGINEERS
GIS WEB MAPPING SERVICE

PAPE-DAWSON ENGINEERS
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

THIS DOCUMENT HAS BEEN PROVIDED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN MULTICOPYED, ALTERED, AND/OR CONTAIN HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

TRACT 1

BEING a tract of land situated in the Thomas Allen Survey, Abstract No. 13, the John W. S. Butler Survey, Abstract No. 67, the John G. Douglass Survey, Abstract No. 263, the David Douglass Survey, Abstract No. 264 and the Abner Stapp Survey, Abstract No. 832, Collin County, Texas, and being all of a called 347.852-acre tract of land described in a General Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160406000409790, all of a called 177.179-acre tract of land described in a General Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160322000337270, all of a called 25.864-acre tract of land described in a Special Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160322000339650 and all of a called 6.000-acre tract of land described in a Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160323000344750, all of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a MAG nail found at the intersection of County Road 1104, an apparent public use right of way with County Road 135, an apparent public use right of way, for the southeast corner of said 177.179-acre tract, same being the southwest corner of those tracts of land described in a Special Warranty Deed to Gary W. Cash, as recorded in Instrument No. 20170516000628920 of the Official Public Records of Collin County, Texas, same also being on the northerly line of a called 175.77-acre tract of land described in a Special Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 201602260002266180 of the Official Public Records of Collin County, Texas;

THENCE North 89°37'58" West, along the southerly line of said 177.179-acre tract, the northerly line of said 175.77-acre tract and generally along said County Road 135, a distance of 697.39 feet to a 1/2-inch iron rod with a red plastic cap found for the northerly, northwest corner of said 175.77-acre tract, same being the northeast corner of a called 58.02-acre tract of land described in a Warranty Deed to Shelly K. Sandler and husband, Steve A. Sandler, as recorded in Volume 4407, Page 3460 of the Land Records of Collin County, Texas;

THENCE South 89°07'21" West, continuing along the southerly line of said 177.179-acre tract, the northerly line of said 58.02-acre tract, the northerly line of a called 124.072-acre tract of land described in a Special Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20190913001134580, of the Official Public Records of Collin County, Texas, and continuing along said County Road 135, a distance of 1,031.93 feet to a 1/2-inch iron rod found for the southerly, southwest corner of said 177.179-acre tract, same being the southeast corner of aforesaid 347.852-acre tract;

THENCE North 89°57'53" West, along the southerly line of said 347.852-acre tract, continuing along the northerly line of said 124.072-acre tract, and continuing along said County Road 135, a distance of 1,408.63 feet to a 1/2-inch iron rod found for the southerly, southwest corner of said 347.852-acre tract, same being the southeast corner of a called 6.00-acre tract of land described in a Special Warranty Deed to Russell Verden and Kayla Verden, as recorded in Instrument No. 20150406000378640 of the Official Public Records of Collin County, Texas;

THENCE North 00°25'58" West, departing said County Road 135, along a westerly line of said 347.852-acre tract and the easterly line of said 6.00-acre tract, and generally along a barbed wire fence, a distance of 626.13 feet to a 1/2-inch iron rod found for the northeast corner of said 6.00-acre tract;

THENCE South 89°43'28" West, along a southerly line of said 347.852-acre tract, the northerly line of said 6.00-acre tract, the northerly line of a called 5.999-acre tract of land described in a Special Warranty Deed to Shannon Lynne Hughes and Buddy Jason Hughes, as recorded in Instrument No. 20170203000154150, the northerly line of a called 5.998-acre tract of land described in a General Warranty Deed to MLE Family Trust Dated May 31, 2018, as recorded in Instrument No. 20181030001348820, the northerly line of a called 6.00-acre tract of land described in a General Warranty Deed to MLE Family Trust Dated May 31, 2018, as recorded in Instrument No. 20181005001248960 and the northerly line of a called 12.006-acre tract of land described in a General Warranty Deed to MLE Family Trust Dated May 31, 2018, as recorded in Instrument No. 20181030001348810, all of the Official Public Records of Collin County, Texas, and generally along a barbed wire fence, a distance of 2,521.18 feet to a 1/2-inch iron rod found for the northwest corner of said 12.006-acre tract, same being the northeast corner of aforesaid 6.000-acre Mesquoakee Ranch LLC tract;

DATE Jun 2023SHEET 2 of 6**PAPE-DAWSON ENGINEERS****GIS WEB MAPPING SERVICE****PAPE-DAWSON
ENGINEERS**6105 TERRYSON PARKWAY, STE. 210 | PLANO, TX 75074 | 214.420.8494
TEXAS ENGINEERING FIRM #4791 | TEXAS SURVEYING FIRM #10194190

THENCE South 00°26'02" East, departing the southerly line of said 347.852-acre tract, along the easterly line of said 6.000-acre tract and the westerly line of said 12.006-acre tract, a distance of 621.97 feet to a MAG nail with shiner set in County Road 135 for the southeast corner of said 6.000-acre tract and the southwest corner of said 12.006-acre tract, same being on the northerly line of a called 110.98-acre tract of land described in a deed recorded in County Clerk's File No. 97-0007984 of the Land Records of Collin County, Texas;

THENCE South 89°18'10" West, along the southerly line of said 6.000-acre tract, the northerly line of said 110.98-acre tract and along said County Road 135, a distance of 400.52 feet to a 1/2-inch iron rod found in the intersection of said County Road 135 with County Road 136, an apparent public use right of way, for the southwest corner of said 6.000-acre tract, same being the southeast corner of a called 666.163-acre tract of land described in a Special Warranty Deed to Huffines Ranch, LLC, as recorded in Instrument No. 20201228002323720 of the Official Public Records of Collin County, Texas;

THENCE North 03°50'56" West, along the westerly line of said 6.000-acre tract, the easterly line of said 666.163-acre tract and along said County Road 136, a distance of 626.14 feet to a 1/2-inch iron rod found for the northwest corner of said 6.000-acre tract and the westerly, southwest corner of aforesaid 347.852-acre tract;

THENCE North 05°02'25" West, along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 649.23 feet to a MAG nail found for corner;

THENCE North 01°13'23" West, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 770.87 feet to a MAG nail found for corner;

THENCE North 06°26'47" East, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 50.97 feet to a MAG nail found for corner;

THENCE North 18°59'00" East, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 85.22 feet to a MAG nail found for corner;

THENCE North 03°26'20" East, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 61.42 feet to a MAG nail found for corner;

THENCE North 00°53'10" West, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 1,031.18 feet to a mag nail with shiner set for corner;

THENCE North 88°05'48" East, departing the easterly line of said 666.163-acre tract and said County Road 136, continuing along the westerly line of said 347.852-acre tract, a distance of 66.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 01°22'47" West, continuing along the westerly line of said 347.852-acre tract, a distance of 241.11 feet to a 5/8-inch iron rod with a yellow plastic cap, stamped "PELTON" found for corner;

THENCE South 88°01'14" West, continuing along the westerly line of said 347.852-acre tract, a distance of 66.00 feet to a MAG nail with shiner set for corner in said County Road 136, same being on the easterly line of aforesaid 666.163-acre tract;

THENCE North 00°53'35" West, along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 1,790.91 feet to a MAG nail found for the northwest corner of said 347.852-acre tract, same being the southwest corner of a called 81.321-acre tract of land described in a Special Warranty Deed to E Real Estate LLC, as recorded in Instrument No. 20200212000196520, of the Official Public Records of Collin County, Texas;

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THENCE North 89°48'06" East, departing the easterly line of said 666.163-acre tract and said County Road 136, along the northerly line of said 347.852-acre tract and the southerly line of said 81.321-acre tract, a distance of 2,777.95 feet to a 5/8-inch iron rod with a yellow plastic cap, stamped "PELTON" found for the southeast corner of said 81.321-acre tract, same being the southwest corner of a called 57.804-acre tract of land described in a Special Warranty Deed to Bangs Ranch, LLC, as recorded in Instrument No. 20181019001305900 of the Official Public Records of Collin County, Texas;

THENCE South 89°08'12" East, continuing along the northerly line of said 347.852-acre tract and the southerly line of said 57.804-acre tract, a distance of 172.81 feet to a 1/2-inch iron pipe found in the center of a creek, for the northerly, northeast corner of said 347.852-acre tract, same being the northwest corner of a called 53.698-acre tract of land described in a Special Warranty Deed to Bangs Ranch, LLC, as recorded in Instrument No. 20181228001571380 of the Official Public Records of Collin County, Texas;

THENCE in a southerly direction, along the easterly line of said 347.852-acre tract, the westerly line of said 53.698-acre tract, and generally along the center of said creek, the following

South 06°48'04" East, a distance of 30.74 feet to a point for corner;

South 59°27'24" East, a distance of 75.42 feet to a point for corner;

South 15°55'24" East, a distance of 71.99 feet to a point for corner;

South 21°22'46" West, a distance of 38.23 feet to a point for corner;

South 41°21'07" West, a distance of 45.46 feet to a point for corner;

South 56°49'18" West, a distance of 54.36 feet to a point for corner;

South 09°11'21" West, a distance of 163.22 feet to a point for corner;

South 10°07'13" East, a distance of 33.18 feet to a point for corner;

South 17°17'54" West, a distance of 24.12 feet to a point for corner;

South 31°48'15" West, a distance of 45.63 feet to a point for corner;

South 05°15'15" East, a distance of 20.13 feet to a point for corner;

South 29°57'48" East, a distance of 39.65 feet to a point for corner;

South 27°42'28" West, a distance of 52.09 feet to a point for corner;

South 00°28'59" East, a distance of 11.19 feet to a point for corner;

South 16°50'20" East, a distance of 43.08 feet to a point for corner;

South 70°34'13" West, a distance of 60.70 feet to a point for corner;

South 13°42'20" West, a distance of 35.31 feet to a point for corner;

South 27°22'40" West, a distance of 52.33 feet to a point for corner;

South 00°16'38" East, a distance of 44.08 feet to a point for corner;

DATE Jun 2023

SHEET 4 of 6

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South 24°25'25" East, a distance of 29.95 feet to a point for corner;

South 41°56'13" East, a distance of 25.86 feet to a point for corner;

South 10°48'31" West, a distance of 121.21 feet to a point for corner;

South 15°50'04" West, a distance of 64.29 feet to a point for corner;

South 78°19'01" West, a distance of 33.46 feet to a point for corner;

South 00°30'45" West, a distance of 64.40 feet to a point for corner;

South 37°45'56" East, a distance of 51.55 feet to a point for corner;

South 21°44'55" East, a distance of 49.73 feet to a point for corner;

South 13°42'43" West, a distance of 43.49 feet to a point for corner;

THENCE North 88°39'09" East, departing the center of said creek and continuing along the easterly line of said 347.852-acre tract and the westerly line of said 53.698-acre tract, a distance of 324.85 feet to a 6-inch wooden fence corner post found for a corner;

THENCE South 01°00'59" East, continuing along the easterly line of said 347.852-acre tract and the westerly line of said 53.698-acre tract, a distance of 291.03 feet to a 1/2-inch iron rod found for the southwest corner of said 53.698-acre tract, same being the northwest corner of a called 61.380-acre tract of land described in a Quitclaim Deed to The Christopher and Elizabeth Ostolski Revocable Trust, Dated March 25, 2015, as recorded in Instrument No. 20160706000856950 of the Official Public Records of Collin County, Texas;

THENCE South 00°18'04" East, continuing along the easterly line of said 347.852-acre tract and along the westerly line of said 61.380-acre tract, a distance of 536.52 feet to a 1/2-inch iron rod with a red plastic cap found for the southwest corner of said 61.380-acre tract, same being the northwest corner of aforesaid 177.179-acre Mesquoakee Ranch LLC tract;

THENCE North 89°14'58" East, departing the easterly line of said 347.852-acre tract, along the northerly line of said 177.179-acre tract and the southerly line of said 61.380-acre tract, a distance of 2,757.43 feet to a PK nail found in County Road 1104, for the northeast corner of said 177.179-acre tract and the southeast corner of said 61.380-acre tract, same being on the westerly line of a called 57.62-acre tract of land described in a Generally Warranty Deed to Pamela L. Etzel and Lewis Scott Wallace, as recorded in Instrument No. 20180410000439230 of the Official Public Records of Collin County, Texas;

THENCE South 01°03'01" East, continuing along the easterly line of said 177.179-acre tract, the westerly line of said 57.62-acre tract, and said County Road 1104, a distance of 535.89 feet to a MAG nail found for a corner;

THENCE South 68°25'49" East, continuing along the easterly line of said 177.179-acre tract, the westerly line of said 57.62-acre tract, passing the southeast corner of said 177.179-acre tract and the northeast corner of aforesaid 25.864-acre Mesquoakee Ranch LLC tract, continuing along the easterly line of said 25.864-acre tract, and, and along said County Road 1104, a distance of 179.86 feet to a MAG nail with shiner set for corner;

THENCE South 22°51'01" East, continuing along the easterly line of said 25.864-acre tract, the westerly line of said 57.62-acre tract, passing the southerly, southwest corner of said 57.62-acre tract and the northwest corner of a called 26.752-acre tract of land described in a General Warranty Deed to Ravishankar G. Yatnatti and Shailesh Sood, as recorded in Instrument No. 2016122001583150 of the Official Public Records of Collin County, Texas, continuing along the westerly line of said 26.752-acre tract and said County Road 1104, a distance of 106.70 feet to a MAG nail with shiner set for corner;

DATE Jun 2023

SHEET 5 of 6

PAPE-DAWSON ENGINEERS

GIS WEB MAPPING SERVICE

**PAPE-DAWSON
ENGINEERS**

4105 TANDYSON PARK STE 210 PLANO, TX 75074 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10394990

THENCE South 03°28'09" East, continuing along the easterly line of said 25.864-acre tract, the westerly line of said 26.752-acre tract, and said County Road 1104, a distance of 67.38 feet to a MAG nail found for corner;

THENCE South 01°10'10" East, continuing along the easterly line of said 25.864-acre tract, the westerly line of said 26.752-acre tract, and said County Road 1104, a distance of 467.79 feet to a MAG nail with shiner set for the southeast corner of said 25.864-acre tract, same being the easterly, northeast corner of aforesaid 177.179-acre tract;

THENCE South 01°25'48" East, along the easterly line of said 177.179-acre tract, the westerly line of said 26.752-acre tract, and said County Road 1104, passing a 1/2-inch iron rod found for the southwest corner of said 26.752-acre tract and the northwest corner of a called 31.734-acre tract of land described in a Special Warranty Deed to Jack W. Haye and Carol B. Haye, as recorded in Volume 3903, Page 2911 of the Land Records of Collin County, Texas, continuing along the westerly line of said 31.734-acre tract, passing the southwest corner of said 31.734-acre tract and the northwest corner of aforesaid Gary W. Cash tracts, continuing along the westerly line of said Gary W. Cash tracts, a distance of 2,043.88 feet to the **POINT OF BEGINNING** and containing 556.456 acres (24,239,227 square feet) of land, more or less.

DATE Jun 2023

SHEET 6 of 6

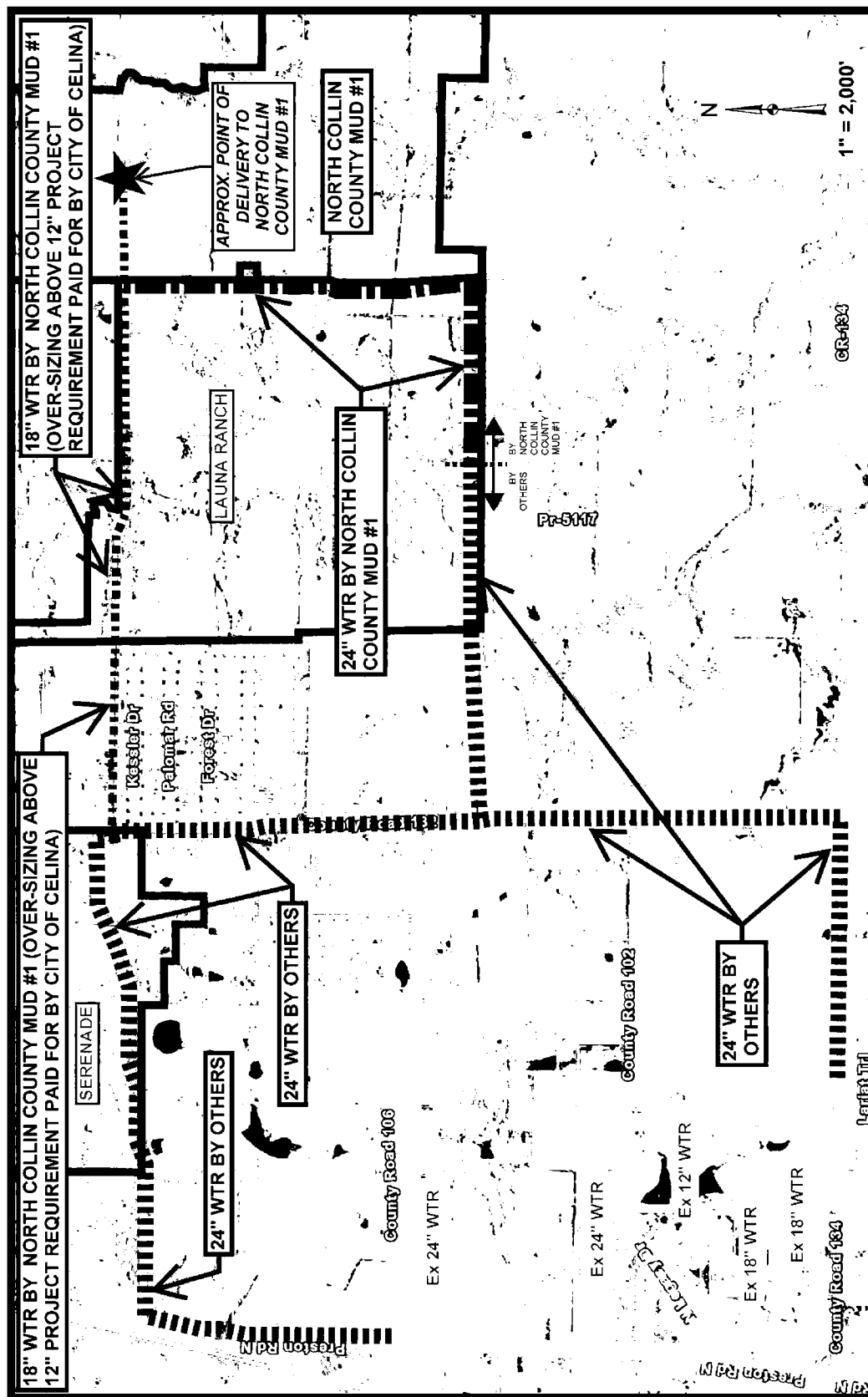
PAPE-DAWSON ENGINEERS

GIS WEB MAPPING SERVICE

**PAPE-DAWSON
ENGINEERS**

6105 FENLISON BLVD., STE. 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194790

EXHIBIT B
(see following pages)



**PAPE-DAWSON
ENGINEERS**

6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.9694
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194350

PAPE-DAWSON ENGINEERS

GIS WEB MAPPING SERVICE

DATE Jun 2023

SHEET 1.0

**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2023000089154

eRecording - Real Property

AGREEMENT

Recorded On: August 04, 2023 11:07 AM

Number of Pages: 23

" Examined and Charged as Follows: "

Total Recording: \$110.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2023000089154
Receipt Number: 20230804000132
Recorded Date/Time: August 04, 2023 11:07 AM
User: Matthew M
Station: Station 10

Record and Return To:

CSC



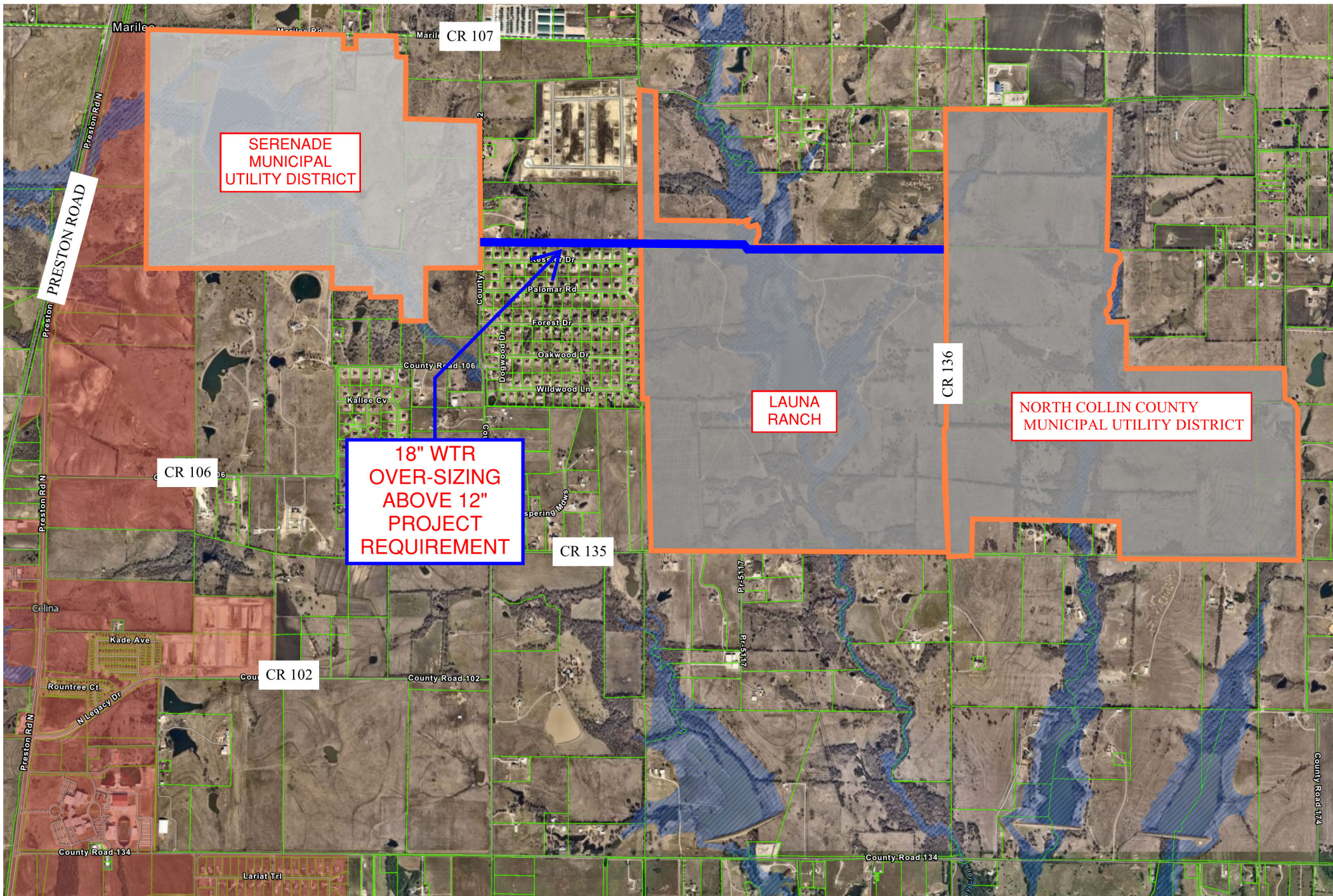
**STATE OF TEXAS
COUNTY OF COLLIN**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Collin County, Texas.

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX



18" WATERLINE OVERSIZE



PROJECT:

North Collin County MUD No. 1 Off-Site Water Main Facilities (Portions C & D)
61319-01

BIDDER:

KIK Underground,LLC

TOTAL BID:

\$2,481,205.36

COMPLETION TIME:

210 Calendar Days

BIDDER INFO:

106 Hillside Drive
Lewisville,TX 75057
P: 956-739-0554
F:

BID TOTALS

BASE BID	Total
Base Bid C	\$677,566.31
Base Bid D	\$1,803,639.05
Total	\$2,481,205.36

ALTERNATE BID PORTION C&D	Total
Alternate Bid C	\$375,344.11
Alternate Bid D	\$1,425,824.24
Total	\$1,801,168.35

Base Bid C						
No.	Id	Description	Unit	Qty	Unit Price	Ext Price
1	Water Line C	18" C900-16 DR-18 PVC Water Pipe, Complete in Place (Including Fittings, Pipe, Restraints, Thrust Blocking, Bedding, & Backfill)	Linear Foot	2737	\$119.00	\$325,703.00
2	Water Line C	18" Gate valve & Valve Box	Each	4	\$6,905.00	\$27,620.00
3	Water Line C	Fire Hydrant Assembly, Complete in Place (Including 6" Gate Valve)	Each	2	\$7,915.00	\$15,830.00
4	Water Line C	Temporary Post Hydrant Flush Valve, Complete in Place (Including Double Strap Brass Tapping Saddle)	Each	1	\$5,500.00	\$5,500.00
5	Water Line C	2" Combination Air Valve	Each	2	\$83,970.00	\$167,940.00
6	Water Line C	Remove 24" Restrained Plug & Connect W/24" x 18" Reducer	Each	1	\$4,405.00	\$4,405.00
7	Water Line C	Hydrostatic Testing and Chlorination	Linear Foot	2737	\$3.00	\$8,211.00
8	Water Line C	Restore Existing Wire Fence and Posts to Original Conditions	Lump Sum	1	\$3,200.00	\$3,200.00
9	Water Line C	Trench Safety	Linear Foot	2737	\$0.25	\$684.25
10	Water Line C	SWPPP Maintenance	Month	3	\$1,555.00	\$4,665.00
11	Water Line C	Spoils	Cubic	1521	\$3.00	\$4,563.00

			Yard			
12	Water Line C	Geotechnical Material Testing	Lump Sum	1	\$6,310.00	\$6,310.00
13	Water Line C	Fittings (Valves, Tees, Plugs, etc.)	Ton	4	\$7,985.00	\$31,940.00
14	Water Line C - SWPPP Items	Construction Entrance/Exit	Each	1	\$2,600.00	\$2,600.00
15	Water Line C - SWPPP Items	Silt Fence	Linear Foot	3200	\$2.05	\$6,560.00
16	Water Line C - SWPPP Items	Rock Filter Dam	Linear Foot	66	\$88.41	\$5,835.06
17	Water Line C - SWPPP Items	Stone Overflow Structures	Each	10	\$650.00	\$6,500.00
18	Water Line C - SWPPP Items	Re-Vegetate Work Area with Seed and Fertilizer (Drag Seed)	Acres	3.6	\$1,250.00	\$4,500.00
19	Waterline C - Miscellaneous Items	Mobilization	Lump Sum	1	\$30,000.00	\$30,000.00
20	Waterline C - Miscellaneous Items	Performance and Payment Bonds for 100% of Contract Amount	Lump Sum	1	\$10,000.00	\$10,000.00
21	Waterline C - Miscellaneous Items	2-Year Maintenance Bond for 100% of Contract Amount	Lump Sum	1	\$5,000.00	\$5,000.00
						Subtotal: \$677,566.31

Base Bid D						
No.	Id	Description	Unit	Qty	Unit Price	Ext Price
1	Water Line D	18" C900-16 DR-18 PVC Water Pipe, Complete in Place (Including Fittings, Pipe, Restraints, Thrust Blocking, Bedding, & Backfill)	Linear Foot	5351	\$124.30	\$665,129.30
2	Water Line D	18" Gate Valve & Valve Box	Each	7	\$7,100.00	\$49,700.00
3	Water Line D	18" x 6" Tee W/6" Gate Valve and Restrained Plug	Each	5	\$4,865.00	\$24,325.00
4	Water Line D	Fire Hydrant Assembly, complete in place (including 6" gate valve)	Each	1	\$7,940.00	\$7,940.00
5	Water Line D	2" Combination Air Valve	Each	1	\$8,785.00	\$8,785.00

6	Water Line D	Remove 18" Restrained Plug & Temporary Post Hydrant Flush Valve and connect to existing 18" water line.	Each	1	\$3,282.00	\$3,282.00
7	Water Line D	Temporary Post Hydrant Flush Valve	Each	1	\$5,500.00	\$5,500.00
8	Water Line D	18" Gabion Mattress	Square Yard	1188	\$315.00	\$374,220.00
9	Water Line D	Blow-Off Valve	Each	1	\$18,465.00	\$18,465.00
10	Water Line D	30" Steel Casing Pipe 1/2" Thickness (by Open Cut)	Linear Foot	573	\$311.00	\$178,203.00
11	Water Line D	Hydrostatic Testing and Chlorination	Linear Foot	5351	\$3.00	\$16,053.00
12	Water Line D	Restore Existing Wire Fence & Posts to Original Conditions	Lump Sum	1	\$3,200.00	\$3,200.00
13	Water Line D	Contractor Designed Bore Pit	Each	2	\$12,500.00	\$25,000.00
14	Water Line D	30" Jack and Bore including Casing (30" Steel Casing 1/2" Thick)	Linear Foot	55	\$846.00	\$46,530.00
15	Water Line D	Trench Safety	Linear Foot	5351	\$0.25	\$1,337.75
16	Water Line D	SWPPP Maintenance	Month	4	\$1,555.00	\$6,220.00
17	Water Line D	Spoils	Cubic Yard	2973	\$3.00	\$8,919.00
18	Water Line D	Geotechnical Material Testing	Lump Sum	1	\$10,280.00	\$10,280.00
19	Water Line D	Fittings (Valves, Tees, Plugs, etc.)	Ton	4.7	\$10,250.00	\$48,175.00
20	Water Line D - SWPPP Items	Construction Entrance/Exit	Each	1	\$2,500.00	\$2,500.00
21	Water Line D - SWPPP Items	Silt Fence	Linear Foot	5100	\$2.05	\$10,455.00
22	Water Line D - SWPPP Items	Stone Overflow Structures	Each	21	\$500.00	\$10,500.00
23	Water Line D - SWPPP Items	Rock Filter Dam	Each	7	\$1,945.00	\$13,615.00
24	Water Line D - SWPPP Items	Re-Vegetate Work Area with Seed and Fertilizer (Drag Seed)	Acres	6	\$1,250.00	\$7,500.00

25	Water Line D - Add Alternate Items	12" Water Stub-Out (Includes 18"x12" tee, 12" gate valve, 10' of 12" c900 16 DR-18 PVC water pipe, and restrained plug with all necessary blocking and restraints	Each	2	\$11,256.00	\$22,512.00
26	Water Line D - Add Alternate Items	8" Water Stub-Out (Includes 18"x8" tee, 8" gate valve, 10' of 8" c900 16 DR-18 PVC water pipe, and restrained plug with all necessary blocking and restraints	Each	3	\$7,675.00	\$23,025.00
27	Water Line D - Add Alternate Items	18" Gate Valve and Valve boxes (for stub-out)	Each	5	\$6,930.00	\$34,650.00
28	Water Line D - Add Alternate Items	18" Gabion Mattress	Square Yard	88	\$306.00	\$26,928.00
29	Water Line D - Add Alternate Items	Remove Line item 8 if Jack and Bore is used in this section	Square Yard	-1188	\$315.00	(\$374,220.00)
30	Water Line D - Add Alternate Items	Bore Pits Contractor Designed	Each	4	\$10,525.00	\$42,100.00
31	Water Line D - Add Alternate Items	30 inch Jack and Bore including Casing (30" Steel Casing 1/2" Thick)	Linear Foot	573	\$720.00	\$412,560.00
32	WaterLine D - Miscellaneous Items	Mobilization	Lump Sum	1	\$33,200.00	\$33,200.00
33	WaterLine D - Miscellaneous Items	Performance and Payment Bonds for 100% of Contract Amount	Lump Sum	1	\$24,700.00	\$24,700.00
34	WaterLine D - Miscellaneous Items	2-Year Maintenance Bond for 100% of Contract Amount	Lump Sum	1	\$12,350.00	\$12,350.00
Subtotal: \$1,803,639.05						

Alternate Bid C						
No.	Id	Description	Unit	Qty	Unit Price	Ext Price
1	Water Line C	12" C900-16 DR-18 PVC Water Pipe, Complete in Place (Including Fittings, Pipe, Restraints, Thrust Blocking,	Linear Foot	2737	\$76.40	\$209,106.80

		Bedding, & Backfill)				
2	Water Line C	12" Gate valve & Valve Box	Each	4	\$3,876.00	\$15,504.00
3	Water Line C	Fire Hydrant Assembly, Complete in Place (Including 6" Gate Valve)	Each	2	\$7,910.00	\$15,820.00
4	Water Line C	Temporary Post Hydrant Flush Valve, Complete in Place (Including Double Strap Brass Tapping Saddle)	Each	1	\$4,470.00	\$4,470.00
5	Water Line C	2" Combination Air Valve	Each	2	\$8,455.00	\$16,910.00
6	Water Line C	Remove 24" Restrained Plug & Connect W/24" x 12" Reducer	Each	1	\$4,095.00	\$4,095.00
7	Water Line C	Hydrostatic Testing and Chlorination	Linear Foot	2737	\$3.00	\$8,211.00
8	Water Line C	Restore Existing Wire Fence and Posts to Original Conditions	Lump Sum	1	\$3,200.00	\$3,200.00
9	Water Line C	Trench Safety	Linear Foot	2737	\$0.25	\$684.25
10	Water Line C	SWPPP Maintenance	Month	3	\$1,555.00	\$4,665.00
11	Water Line C	Spoils	Cubic Yard	1521	\$3.00	\$4,563.00
12	Water Line C	Geotechnical Material Testing	Lump Sum	1	\$6,310.00	\$6,310.00
13	Water Line C	Fittings (Valves, Tees, Plugs, etc.)	Ton	4	\$3,650.00	\$14,600.00
14	Water Line C - SWPPP Items	Construction Entrance/Exit	Each	1	\$2,600.00	\$2,600.00
15	Water Line C - SWPPP Items	Silt Fence	Linear Foot	3200	\$2.05	\$6,560.00
16	Water Line C - SWPPP Items	Rock Filter Dam	Linear Foot	66	\$88.41	\$5,835.06
17	Water Line C - SWPPP Items	Stone Overflow Structures	Each	10	\$650.00	\$6,500.00
18	Water Line C - SWPPP Items	Re-Vegetate Work Area with Seed and Fertilizer (Drag Seed)	Acres	3.6	\$1,250.00	\$4,500.00
19	Waterline C - Miscellaneous Items	Mobilization	Lump Sum	1	\$30,000.00	\$30,000.00
20	Waterline C - Miscellaneous	Performance and Payment Bonds for 100% of Contract Amount	Lump Sum	1	\$7,475.00	\$7,475.00

	Items					
21	Waterline C - Miscellaneous Items	2-Year Maintenance Bond for 100% of Contract Amount	Lump Sum	1	\$3,735.00	\$3,735.00
						Subtotal: \$375,344.11

Alternate Bid D						
No.	Id	Description	Unit	Qty	Unit Price	Ext Price
1	Water Line D	12" C900-16 DR-18 PVC Water Pipe, Complete in Place (Including Fittings, Pipe, Restraints, Thrust Blocking, Bedding, & Backfill)	Linear Foot	5351	\$77.45	\$414,434.95
2	Water Line D	12" Gate Valve & Valve Box	Each	7	\$3,840.00	\$26,880.00
3	Water Line D	12" x 6" Tee W/6" Gate Valve and Restrained Plug	Each	5	\$2,832.00	\$14,160.00
4	Water Line D	Fire Hydrant Assembly, complete in place (including 6" gate valve)	Each	1	\$7,970.00	\$7,970.00
5	Water Line D	2" Combination Air Valve	Each	1	\$8,815.00	\$8,815.00
6	Water Line D	Remove 12" Restrained Plug & Temporary Post Hydrant Flush Valve and connect to existing 12" water line.	Each	1	\$1,545.00	\$1,545.00
7	Waterline D	Temporary Post Hydrant Flush Valve	Each	1	\$4,485.00	\$4,485.00
8	Water Line D	18" Gabion Mattress	Square Yard	1188	\$315.00	\$374,220.00
9	Water Line D	Blow-Off Valve	Each	1	\$12,862.00	\$12,862.00
10	Water Line D	24" Steel Casing Pipe 1/2" Thickness (by Open Cut)	Linear Foot	573	\$272.50	\$156,142.50
11	Water Line D	Hydrostatic Testing and Chlorination	Linear Foot	5351	\$3.00	\$16,053.00
12	Water Line D	Restore Existing Wire Fence & Posts to Original Conditions	Lump Sum	1	\$3,200.00	\$3,200.00
13	Water Line D	Contractor Designed Bore Pit	Each	2	\$12,500.00	\$25,000.00
14	Water Line D	24" Jack and Bore including Casing (24" Steel Casing 1/2" Thick)	Linear Foot	55	\$725.00	\$39,875.00
15	Water Line D	Trench Safety	Linear Foot	5351	\$0.25	\$1,337.75
16	Water Line D	SWPPP Maintenance	Month	4	\$1,560.00	\$6,240.00

17	Water Line D	Spoils	Cubic Yard	2973	\$3.00	\$8,919.00
18	Water Line D	Geotechnical Material Testing	Lump Sum	1	\$10,320.00	\$10,320.00
19	Water Line D	Fittings (Valves, Tees, Plugs, etc.)	Ton	4.7	\$4,289.37	\$20,160.04
20	Water Line D - SWPPP Items	Construction Entrance/Exit	Each	1	\$2,600.00	\$2,600.00
21	Water Line D - SWPPP Items	Silt Fence	Linear Foot	5100	\$2.05	\$10,455.00
22	Water Line D - SWPPP Items	Stone Overflow Structures	Each	21	\$650.00	\$13,650.00
23	Water Line D - SWPPP Items	Rock Filter Dam	Each	7	\$1,400.00	\$9,800.00
24	Water Line D - SWPPP Items	Re-Vegetate Work Area with Seed and Fertilizer (Drag Seed)	Acres	6	\$1,250.00	\$7,500.00
25	Water Line D - Add Alternate Items	12" Water Stub-Out (Includes 12"x12" tee, 12" gate valve, 10' of 12" c900 16 DR-18 PVC water pipe, and restrined plug with all necessary blocking and restraints	Each	2	\$8,565.00	\$17,130.00
26	Water Line D - Add Alternate Items	8" Water Stub-Out (Includes 12"x8" tee, 8" gate valve, 10' of 8" c900 16 DR-18 PVC water pipe, and restrined plug with all necessary blocking and restraints	Each	3	\$5,325.00	\$15,975.00
27	Water Line D - Add Alternate Items	12" Gate Valve and Valve boxes (for stub-out)	Each	5	\$3,890.00	\$19,450.00
28	Water Line D - Add Alternate Items	18" Gabion Mattress	Square Yard	88	\$315.00	\$27,720.00
29	Water Line D - Add Alternate Items	Remove Line item 8 if Jack and Bore is used in this section	Square Yard	-1188	\$315.00	(\$374,220.00)
30	Water Line D - Add Alternate Items	Bore Pits Contractor Designed	Each	4	\$12,500.00	\$50,000.00
31	Water Line D - Add Alternate Items	24 inch Jack and Bore including Casing (24" Steel Casing 1/2" Thick)	Linear Foot	573	\$715.00	\$409,695.00

32	WaterLine D - Miscellaneous Items	Mobilization	Lump Sum	1	\$33,000.00	\$33,000.00
33	WaterLine D - Miscellaneous Items	Performance and Payment Bonds for 100% of Contract Amount	Lump Sum	1	\$20,300.00	\$20,300.00
34	WaterLine D - Miscellaneous Items	2-Year Maintenance Bond for 100% of Contract Amount	Lump Sum	1	\$10,150.00	\$10,150.00
						Subtotal: \$1,425,824.24

ACKNOWLEDGE ADDENDA

	NAME	ACKNOWLEDGEMENT DATE
Addendum Number 1		11/29/2023 14:03:40 PM
Revised Plans for Portion C		11/29/2023 14:03:40 PM
Revised Plans Portion D		11/29/2023 14:03:41 PM
Addendum Number 2		11/29/2023 14:03:42 PM
Addendum Number 3		11/29/2023 14:03:42 PM

REQUIRED DOWNLOADS

TYPE	NAME	DOWNLOAD DATE
Plans	Mesquoakee Ranch Off - Site Water Main Segment C - Plans	11/17/2023 7:36:53 AM
Plans	Mesquoakee Ranch Off - Site Water Main Segment D - Plans	11/17/2023 7:36:54 AM
Bid Docs	NCCMUD No.1 - Off Site Water Main Portions C &D - Bid Book	11/17/2023 7:30:20 AM
Addenda	Addendum Number 1	11/17/2023 7:36:57 AM
Plan Revisions	Revised Plans for Portion C	11/17/2023 7:29:47 AM
Bid Docs	revised Bid Book and Bid Forms for Portion C&D	11/17/2023 7:30:49 AM
Plan Revisions	Revised Plans Portion D	11/17/2023 7:29:48 AM
Addenda	Addendum Number 2	11/17/2023 3:13:01 PM
Other	Geotechnical Report	11/17/2023 7:37:00 AM
Other	Electronic Release Form	11/17/2023 7:37:01 AM
Addenda	Addendum Number 3	11/27/2023 7:55:35 AM

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

KIK Underground, LLC
106 Hillside Drive
Lewisville, TX 75057

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498

OWNER:

(Name, legal status and address)

East Celina, LLC on behalf of North Collin County Municipal Utility District No. 1
6105 Tennyson Parkway, Suite 210
Plano, TX 75024

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Greatest Amount Bid (\$ 5% G.A.B.)

PROJECT:

(Name, location or address, and Project number, if any)

North Collin County Municipal Utility District No. 1
Off-Site Water Main Facilities (Portions C & D)

Project Number, if any:
51319-01, Contract No. 001

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of November, 2023

(Witness) Michael Gutierrez

(Witness) Kim Alia

KIK Underground, LLC

(Principal)

Tom Koble
(Title) mgr.

Merchants Bonding Company (Mutual)

(Surety)

Yamillet Ramos
(Title) Yamillet Ramos, Attorney-in-Fact

(Seal)

(Seal)

Neither Principal nor Surety Shall be Bound Hereunder Unless, Obligor Prior to Execution of the Final Contract, Shall Furnish Evidence Satisfactory to Principal and Surety that Financing Has Been Firmly Committed to Cover the Entire Cost of the Project

Init.

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MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Blaine Allen; Brady K Cox; Brent Baldwin; Brock Baldwin; Chandler Nazzari; Cynthia A Alford; John A Aboumrad; Keith Rogers; Kristen Ortiz; Lorena Gutierrez; Michael B Hill; Neira Hernandez; Russ Frenzel; Samuel Freireich; Sylvia Thomas; Veronica Ramos; William D Baldwin; Yamillec Ramos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

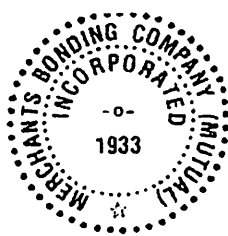
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of January, 2023.



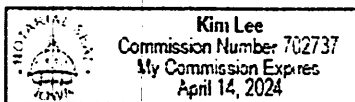
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of January, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of November, 2023.



William Warner Jr.
Secretary

POA 0018 (10/22)



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

1.06 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents for the above-mentioned project, we, the undersigned, hereby offer to enter into an Agreement to perform the Work for a Stipulated Price of:
Two million four hundred eighty one thousand two hundred five & thirty six cents
- B. _____ dollars (\$2,481,205.36), in lawful money of the United States of America, based upon the Unit Prices listed in this bid form.
- C. We have included the required Bid Security as stipulated by the Instruction to Bidders.

1.07 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for 60 days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within nine (9) days of receipt of Notice of Award or acceptance of this bid.
 - 2. Furnish the required bonds within five (5) days of receipt of Notice of Award or acceptance of this bid.
 - 3. Commence work within seven (7) days after written Notice to Proceed or acceptance of this bid. Completion time includes 15 days (13 days minimum) for adverse weather conditions. We acknowledge that time is of the essence to Owner and additional adverse weather days will not be granted.
- C. If this bid is accepted within the time stated, and we fail to provide the required Bond(s) or we fail to execute the Agreement, the Bid Security shall be forfeited as damages to Owner by reason of our failure.
- D. In the event our bid is not accepted within the time stated above, the required Bid Security shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.08 CONTRACT TIME

If this Bid is accepted, we will complete the construction within 210 days (210 calendar days maximum) from the Notice to Proceed.

1.09 UNIT PRICES

The following are Unit Prices for specific portions of the Work as listed.

SECTION 00 4336
PROPOSED SUBCONTRACTORS FORM

PARTICULARS

1.01 Herewith is the list of proposed Subcontractors referenced in the bid submitted by:

1.02 (Bidder) KIK Underground, LLC.

1.03 To (Owner) East Celina, LLC on behalf of North Collin County Municipal Utility District No. 1 for Off-Site Water Main (Portions C & D).

1.04 Dated 11/29/2023 and which is an integral part of the Bid Form.

1.05 The following work is proposed to be performed (or provided) by Subcontractors and coordinated by us:

LIST OF SUBCONTRACTORS

2.01	WORK SUBJECT	SUBCONTRACTOR NAME
2.02	TV/Testing	Alfa Underground
2.03		
2.04		
2.05		
2.06		
2.07		
2.08		
2.09		
2.10		
2.11		
2.12		

END OF PROPOSED SUBCONTRACTORS FORM

SECTION 00 4100
BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

North Collin County Municipal Utility District No. 1 (Owner)

1. c/o Pape-Dawson Engineers
2. ATTN: Erik Bjornstrom
3. 6105 Tennyson Parkway, Suite 210
4. Plano, TX 75024

1.02 FOR:

Off-Site Water Main Facilities (Portions C & D), City of Celina, Collin County, Texas

1.03 DATE: 11/29/2023 (Bidder to enter date)

1.04 SUBMITTED BY: (Bidder to enter name and address)

Bidder's Full Name: KIK Underground, LLC.

1. Address: 106 Hillside Drive
2. City, State, Zip: Lewisville, Texas 75057
3. The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the construction of various improvements and to perform the work required at the locations set out by the Plans and Specifications, in strict accordance with the Contract Documents.
4. In submitting this Bid, it is understood that this Bid may not be altered or withdrawn for a minimum of 60 calendar days, and that the Owner has reserved the right to reject any and all Bids.
5. The Undersigned certifies that this Bid is made in good faith, without collusion or connection with any other person, persons, partnership, company, firm, association, or corporation offering Bids on this work, for the following sum or prices to wit:

1.05 DECLARATION

The undersigned hereby declares that he has visited the site and has carefully examined the Drawings, Specifications, Contract Documents and Bidding Documents related to the work covered by his Bid.

Off-Site Water Main (Portion C)

Item Number	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
Water Line Items					
1	2,737	Linear Foot	18" C900-16 DR-18 PVC Water Pipe, Complete in Place (Including Fittings, Pipe, Restraints, Thrust Blocking, Bedding, & Backfill)		
2	4	Each	18" Gate valve & Valve Box		
3	2	Each	Fire Hydrant Assembly, Complete in Place (Including 6" Gate Valve)		
4	1	Each	Temporary Post Hydrant Flush Valve, Complete in Place (Including Double Strap Brass Tapping Saddle)		
5	2	Each	2" Combination Air Valve		
6	1	Each	Remove 24" Restrained Plug & Connect w/24" x 18" Reducer		
7	2,737	Linear Foot	Hydrostatic Testing and Chlorination		
8	1	Lump Sum	Restore Existing Wire Fence and Posts to Original Conditions		
9	2,737	Linear Foot	Trench Safety		
10	3	Month	SWPPP Maintenance		
11	1,521	Cubic Yard	Spoils		
12	1	Lump Sum	Geotechnical Material Testing		
13	4	Ton	Fittings (Valves, Tees, Plugs, etc.)		
Water Line Items Subtotal					

Item Number	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
SWPPP Items					
14	1	Each	Construction Entrance/Exit		
15	3,200	Linear Foot	Silt Fence		
16	3	Each	Rock Filter Dam		
17	10	Each	Stone Overflow Structures		
18	3.6	Acres	Re-Vegetate Work Area with Seed and Fertilizer (Drag Seed)		
SWPPP Items Subtotal					
Miscellaneous Items					
19	1	Lump Sum	Mobilization		
20	1	Lump Sum	Performance and Payment Bonds for 100% of Contract Amount		
21	1	Lump Sum	2-Year Maintenance Bond for 100% of Contract Amount		
Miscellaneous Items Subtotal					
NCCMUD No. 1 Off-Site Water Main (Portion C) TOTAL					
Water Line Items - Alternate					
1	2,737	Linear Foot	12" C900-16 DR-18 PVC Water Pipe, Complete in Place (Including Fittings, Pipe, Restraints, Thrust Blocking, Bedding, & Backfill)		
2	4	Each	12" Gate valve & Valve Box		
3	2	Each	Fire Hydrant Assembly, Complete in Place (Including 6" Gate Valve)		

Item Number	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
4	1	Each	Temporary Post Hydrant Flush Valve, Complete in Place (Including Double Strap Brass Tapping Saddle)		
5	2	Each	2" Combination Air Valve		
6	1	Each	Remove 24" Restrained Plug & Connect W/24" x 12" Reducer		
7	2,737	Linear Foot	Hydrostatic Testing and Chlorination		
8	1	Lump Sum	Restore Existing Wire Fence and Posts to Original Conditions		
9	2,737	Linear Foot	Trench Safety		
10	3	Month	SWPPP Maintenance		
11	1,521	Cubic Yard	Spoils		
12	1	Lump Sum	Geotechnical Material Testing		
13	4	Ton	Fittings (Valves, Tees, Plugs, etc.)		
Water Line Items - Alternate Subtotal					
SWPPP Items - Alternate					
14	1	Each	Construction Entrance/Exit		
15	3,200	Linear Foot	Silt Fence		
16	3	Each	Rock Filter Dam		
17	10	Each	Stone Overflow Structures		
18	3.6	Acres	Re-Vegetate Work Area with Seed and Fertilizer (Drag Seed)		
SWPPP Items - Alternate Subtotal					

Item Number	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
Miscellaneous Items - Alternate					
19	1	Lump Sum	Mobilization		
20	1	Lump Sum	Performance and Payment Bonds for 100% of Contract Amount		
21	1	Lump Sum	2-Year Maintenance Bond for 100% of Contract Amount		
Miscellaneous Items – Alternate Subtotal					
Alternate Items Subtotal					
Earliest Mobilization Date: <u>1/15/2024</u>					
Utility Spoils (in place): <u>\$4,563.00</u>					

Off-Site Water Main (Portion D)

Item Number	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
Water Line Items					
1	5,351	Linear Foot	18" C900-16 DR-18 PVC Water Pipe, Complete in Place (Including Fittings, Pipe, Restraints, Thrust Blocking, Bedding, & Backfill)		
2	7	Each	18" Gate Valve & Valve Box		
3	5	Each	18" x 6" Tee W/6" Gate Valve and Restrained Plug		
4	1	Each	Fire Hydrant Assembly, complete in place (including 6" gate valve)		
5	1	Each	2" Combination Air Valve		
6	1	Each	Remove 18" Restrained Plug & Temporary Post Hydrant Flush Valve and connect to existing 18" water line.		
7	1	Each	Temporary Post Hydrant Flush Valve		
8	1188	Square Yard	18" Gabion Mattress		
9	1	Each	Blow-Off Valve		
10	573	Linear Foot	30" Steel Casing Pipe 1/2" Thickness (by Open Cut)		
11	5,351	Linear Foot	Hydrostatic Testing and Chlorination		
12	1	Lump Sum	Restore Existing Wire Fence & Posts to Original Conditions		
13	2	Each	Contractor Designed Bore Pit		
14	55	Linear Foot	30" Jack and Bore including Casing (30" Steel Casing 1/2" Thick)		
15	5,351	Linear Foot	Trench Safety		
16	4	Month	SWPPP Maintenance		

Item Number	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
17	2,973	Cubic Yard	Spoils		
18	1	Lump Sum	Geotechnical Material Testing		
19	5	Ton	Fittings (Valves, Tees, Plugs, etc.)		
Water Line Items Subtotal					
SWPPP Items					
20	1	Each	Construction Entrance/Exit		
21	5,100	Linear Foot	Silt Fence		
22	21	Each	Stone Overflow Structures		
23	7	Each	Rock Filter Dam		
24	6	Acres	Re-Vegetate Work Area with Seed and Fertilizer (Drag Seed)		
SWPPP Items Subtotal					
Add Alternate Items					
25	2	Each	12" Water Stub-Out (Includes 18"x12" tee, 12" gate valve, 10' of 12" c900 16 DR-18 PVC water pipe, and restrained plug with all necessary blocking and restraints)		
26	3	Each	8" Water Stub-Out (Includes 18"x8" tee, 8" gate valve, 10' of 8" c900 16 DR-18 PVC water pipe, and restrained plug with all necessary blocking and restraints)		
27	5	Each	18" Gate Valve and Valve boxes (for stub-out)		
28	88	Square Yard	18" Gabion Mattress		

Item Number	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
29	-1,188	Square Yard	Remove Line item 8 if Jack and Bore is used in this section		
30	4	Each	Bore Pits Contractor Designed		
31	573	Linear Foot	30" Jack and Bore including Casing (30" Steel Casing 1/2" Thick)		
Add Alternate Items Subtotal					
Miscellaneous Items					
32	1	Lump Sum	Mobilization		
33	1	Lump Sum	Performance and Payment Bonds for 100% of Contract Amount		
34	1	Lump Sum	2-Year Maintenance Bond for 100% of Contract Amount		
Miscellaneous Items Subtotal					
NCCMUD No. 1 Off-Site Water Main (Portion D) TOTAL					
Water Line Items - Alternate					
1	5,351	Linear Foot	12" C900-16 DR-18 PVC Water Pipe, Complete in Place (Including Fittings, Pipe, Restraints, Thrust Blocking, Bedding, & Backfill)		
2	7	Each	12" Gate Valve & Valve Box		
3	5	Each	12" x 6" Tee W/6" Gate Valve and Restrained Plug		
4	1	Each	Fire Hydrant Assembly, complete in place (including 6" gate valve)		
5	1	Each	2" Combination Air Valve		

Item Number	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
6	1	Each	Remove 12" Restrained Plug & Temporary Post Hydrant Flush Valve and connect to existing 12" water line.		
7	1	Each	Temporary Post Hydrant Flush Valve		
8	1188	Square Yard	18" Gabion Mattress		
9	1	Each	Blow-Off Valve		
10	573	Linear Foot	24" Steel Casing Pipe 1/2" Thickness (by Open Cut)		
11	5,351	Linear Foot	Hydrostatic Testing and Chlorination		
12	1	Lump Sum	Restore Existing Wire Fence & Posts to Original Conditions		
13	2	Each	Contractor Designed Bore Pit		
14	55	Linear Foot	24" Jack and Bore including Casing (24" Steel Casing 1/2" Thick)		
15	5,351	Linear Foot	Trench Safety		
16	4	Month	SWPPP Maintenance		
17	2,973	Cubic Yard	Spoils		
18	1	Lump Sum	Geotechnical Material Testing		
19	5	Ton	Fittings (Valves, Tees, Plugs, etc.)		
Water Line Items – Alternate Subtotal					
SWPPP Items - Alternate					
20	1	Each	Construction Entrance/Exit		
21	5,100	Linear Foot	Silt Fence		

Item Number	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
22	21	Each	Stone Overflow Structures		
23	7	Each	Rock Filter Dam		
24	6	Acres	Re-vegetate Work area with Seed and Fertilizer (Drag Seed)		
SWPPP Items – Alternate Subtotal					
Add Alternate Items					
25	2	Each	12" Water Stub-Out (Includes 12"X12" Tee, 12" Gate Valve, 10' Of 12" C900 16 DR-18 PVC Water Pipe, And Restrained Plug with All Necessary Blocking and Restraints		
26	3	Each	8" Water Stub-Out (Includes 12"X8" Tee, 8" Gate Valve, 10' Of 8" C900 16 DR-18 PVC Water Pipe, And Restrained Plug with All Necessary Blocking and Restraints		
27	5	Each	12" Gate Valve and Valve Boxes (for Stub-Out)		
28	88	Square Yard	18" Gabion Mattress		
29	-1,188	Square Yard	Remove Line item 8 if Jack and Bore is used in this section		
30	4	Each	Bore Pits Contractor Designed		
31	573	Linear Foot	24" Jack and Bore including Casing (24" Steel Casing 1/2" Thick)		
Add Alternate Items Subtotal					
Miscellaneous Items - Alternate					
32	1	Lump Sum	Mobilization		
33	1	Lump Sum	Performance and Payment Bonds for 100% of Contract Amount		

Item Number	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
34	1	Lump Sum	2-Year Maintenance Bond for 100% of Contract Amount		
Miscellaneous Items – Alternate Subtotal					
NCCMUD No. 1 Off-Site Water Main (Portion D) TOTAL					
Earliest Mobilization Date: <u>1/15/2024</u>					
Utility Spoils (in place): <u>\$8,919.00</u>					

1.10 CONSTRUCTION STAKING

See "Section N" for Construction Staking Specifications.

1.11 CHANGES TO THE WORK

- A. When Engineer or Owner establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 99 percent overhead and profit on the net cost of our own Work;
 2. 1 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Agreement, our credit to Owner shall be Engineer-approved net cost plus _____ of the overhead and profit percentage noted above.

1.12 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered, and all costs are included in the Bid Price.

1. Addendum # 1 Dated 11/16/2023.
2. Addendum # 2 Dated 11/17/2023.
3. Addendum # 3 Dated 11/22/2023.

1.13 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:

1. Subcontractors: _____.
2. Alternatives: _____.

- B. Bonds:

Performance and Payment Bond running to the Owner pursuant to Instructions to Bidders.

Name and Address of Surety:

1. Merchants Bonding Company, P.O. Box 14498, Des Moines IA 50306
2. _____
3. _____
4. _____

- C. Insurance

Insurance pursuant to Special Conditions of the Agreement Part A, Contractor's Insurance (show normal coverage).

1. Worker's Compensation Insurance complying with the laws of the state:

Carrier: **See Final Page

2. Employer's Liability Insurance:
 - a. Carrier: _____
 - b. \$ _____
3. Comprehensive General Liability and Property Damage Insurance:
 - a. Carrier: _____
 - b. \$ _____
4. Comprehensive Automobile Liability and Property Damage Insurance:
 - a. Carrier: _____
 - b. \$ _____

1.14 BID FORM SIGNATURE(S)

A. The Corporate Seal of

KIK Underground, LLC.

(Bidder - print the full name of your firm)

B. was hereunto affixed in the presence of:

1. Tom Koble Manager
(Authorized signing officer, Title)
(Seal)
2. _____
(Authorized signing officer, Title)
(Seal)

END OF BID FORM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Southwest Assurance Group, Inc. 2350 Airport Fwy, Ste 202	TX 76022	CONTACT NAME: Shannon Lewis PHONE (A/C, No, Ext): (817) 329-7007 FAX (A/C, No): (817) 329-7011 E-MAIL ADDRESS: slewis@swagdfw.com
INSURED	KIK Underground, LLC P.O. Box 850787	TX 75085	INSURER(S) AFFORDING COVERAGE INSURER A: BITCO National Insurance Company INSURER B: BITCO General Insurance Corporation INSURER C: Travelers Property Casualty Company of America INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 23/24

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		CLP3735068	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		CAP3735069	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP6S267705-23-NF	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC3735066	10/01/2023	10/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Equipment Floater: Owned & Leased/Rented Equipment		QT-660-1L172654-TLC-23	10/01/2023	10/01/2024	Leased/Rented (per item) \$1,000,000 Deductible \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: For bidding purposes; General liability and auto policies include blanket additional insured, per written contract. Coverage is primary & non-contributory and includes ongoing & completed operations. General liability, auto and workers' compensation policies include blanket waiver of subrogation, per written contract. Umbrella follows form: GL, AL, UL.

CERTIFICATE HOLDER

CANCELLATION

To whom it may concern

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charles K. Miller

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REIMBURSEMENT AGREEMENT
FOR OVERSIZED PUBLIC IMPROVEMENTS

THIS REIMBURSEMENT AGREEMENT FOR OVERSIZED PUBLIC IMPROVEMENTS (herein this “Agreement”), is made and entered into this _____, 2024 (the “Effective Date”) between the City of Celina, Texas, a Texas home-rule municipality (the “City”), and North Collin County Municipal Utility District No. 1 (the “MUD”). City and MUD are each a “Party” and collectively, the “Parties”.

WHEREAS, the Parties entered into that certain Non-Standard Water Service Agreement By and Between the City of Celina, Texas and North Collin County Municipal Utility District No. 1 on July 11, 2023, and recorded as instrument number 2023-2023000089154 in the Real Property Records of Collin County (the “Water NSSA”); and

WHEREAS, in accordance with the Section 1.B. of the Water NSSA, the Parties desire to set forth the manner of construction and installation of an offsite 18-inch water line depicted in **Exhibit A**, attached hereto and incorporated herein (the “Oversized Facility”) and the payment for the actual costs of such Oversized Facility; and

NOW, THEREFORE, for and in consideration of the premises and the consideration herein recited, the receipt of which is expressly acknowledged by all Parties, the Parties hereby mutually agree as follows:

1. **Recitals.** The Recitals above are hereby incorporated into the body of this Agreement.
2. **Construction of Oversized Facility and Reimbursement.**
 - (a) The MUD and the City shall each participate on a pro-rata basis in the cost of the Oversized Facility, as provided herein. The MUD intends to award the Oversized Facility construction to KIK Underground, LLC (the “Contractor”).
 - (b) The City shall remit its pro-rata share of each pay application received by the MUD from the Contractor for the actual all-in difference in construction costs between the size needed only for the Property (as defined in the Water NSSA) and the size requested by the City for the Oversized Facility, including, without limitation, the actual costs. The estimated cost for the oversizing to the Oversized Facility is **\$680,037.01**, as provided by estimate dated November 9, 2023, and provided to the City on December 7, 2023, which amounts to the City’s pro-rata share being twenty seven and fourth tenths percent (27.40%).
 - (c) On a monthly basis commencing with the MUD’s receipt of the first pay application from the Contractor, the MUD will furnish the City with any and all pay applications and other supporting documentation received from the Contractor substantiating the construction cost that the MUD is requesting the City to contribute toward. Such itemized list, after audit and approval by the City (which shall not be unreasonably withheld, conditioned or delayed), will determine the actual total construction costs for the Oversized Facility. If the construction costs

do not conform reasonably with the estimates initially approved by the City herein, then the City may disapprove any non-conforming construction costs by providing a written notice to the MUD specifying the non-conforming costs. If the construction costs are approved only in part, the City shall process the approval of such partial work for payment in the manner provided herein. Without limitation of any remedies available to the MUD at law or in equity, any denial may be appealed to the City Council of the City in writing within thirty (30) days of being denied by City. In no event shall the City contribute more than \$748,040.71 for the Oversized Facility.

(d) Notwithstanding any provision provided herein, the City retains the rights under state and local law to regulate, inspect, approve, and accept the Oversized Facility in accordance with its Code of Ordinances.

3. City Obligations. By the execution of this Agreement, it is expressly understood that the City does not assume any obligations which may arise under any terms of an agreement previously entered into or which may in the future be entered into by the MUD with a third party for the construction of the subject Oversized Facility.

4. Construction on Property. The MUD agrees to obtain and make available any necessary easements, permits and right of way, together with necessary working space as required to construct the Oversized Facility wherever it crosses private property. The City grants the MUD permission to construct the Oversized Facility wherever it may cross or parallel any public utility easement, street, or property owned or controlled by the City. Construction on the Oversized Facility shall begin within sixty (60) days of the City issuing a permit.

5. Compliance with City Regulations; City Approval and Acceptance. The Oversized Facility shall be designed by the MUD per the City's Engineering Design Standards (as described in Article 10.04 of the City's Code of Ordinances) and installed in accordance with current City ordinances, standards and specifications. The City Engineer or his/her representative will make a determination of whether the subject Oversized Facility is constructed in accordance with approved engineering plans and specifications. Upon completion and acceptance of the Oversized Facility by the City, including the City's Engineer, the Oversized Facility shall become the property of the City and an integral part of the City's system and subject to maintenance, jurisdiction and control of the City.

6. No Other City Financial Obligations. No ad valorem tax, revenue or income is or shall ever be encumbered by the terms of this Agreement, and no appropriation by the City is required therefrom when this Agreement is authorized and executed. Further, this Agreement shall in no manner be construed to create a debt against the City or charge against any of its revenues from whatever source derived.

7. Severability. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, the other and remaining provisions of this Agreement shall not in any way be affected and all provisions of this Agreement which are not declared to be illegal shall be binding upon the Parties. The City shall not be liable for any costs expended by the MUD prior to the court's

decision. Should the MUD continue work after such court decision, the MUD does so at the MUD's own risk, cost and expense unless the Parties agree otherwise in writing.

8. Indemnity. **THE MUD ON BEHALF OF ITSELF, ITS CONTRACTORS, AND ITS AGENTS, COVENANTS AND AGREES TO HOLD HARMLESS AND INDEMNIFY THE CITY FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE WHICH MAY ARISE FROM THE OVERSIZED FACILITIES CONSTRUCTION OPERATIONS PERFORMED UNDER THE TERMS OF THIS AGREEMENT; AND THE MUD ALSO AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ANY AND ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF CONTRACTORS, SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIAL, PERSONS, AND SUPPLIERS INCURRED IN THE PERFORMANCE OF THIS AGREEMENT. THE MUD WILL FURNISH TO THE CITY SATISFACTORY EVIDENCE OF THE DISCHARGE OF SUCH CLAIMS PRIOR TO RECEIVING ANY PAYMENT FROM THE CITY. NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE CITY.**

9. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. Any receivables due under this Agreement may be assigned by the MUD without the consent of, but upon written notice to the City pursuant to Section 10 of this Agreement, however the City shall in no event be required to divide and send payments to more than two (2) parties. Except as expressly provided herein, this Agreement may not be assigned by any Party without the written consent of the other Parties and any attempted assignment without such written consent shall be null and void and without legal effect.

10. Notice. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City: City of Celina, Texas
 Attn: City Manager
 142 N. Ohio Street
 Celina, Texas 75009

With a copy to: Messer Fort, PLLC
 Attn: Julie Fort
 6371 Preston Road, Suite 200
 Frisco, Texas 75034
 E-mail: julie@txmunicipallaw.com
 TEL: (972) 668-6400

To MUD: North Collin County Municipal Utility District No. 1
c/o Coats Rose, P.C.
16000 North Dallas Parkway, Suite 350
Dallas, Texas 75248
Attn: Timothy Green

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

11. Termination. This Agreement shall automatically terminate without any further action or notice by any Party upon the City's payment in full to the MUD of its pro-rata share of the Oversized Facility, as contemplated hereunder.

12. General Provisions.

a. No Partnership. Nothing contained in this Agreement nor any acts of the Parties will be construed to make the Parties partners or joint venturers, to create the relationship of principal and agent or any other association between the Parties, or to render any of said Parties liable for the debts or obligations of the other, except as expressly provided in this Agreement.

b. Entirety. This Agreement constitutes the entire agreement between the Parties hereto regarding the subject matter hereof, and supersedes any and all prior negotiations, written or oral agreements, understandings, representations, warranties, or statements at any time made or had by and between the Parties hereto or any representatives of any of the Parties hereto pertaining to the subject matter hereof.

c. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Texas and shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of Texas without regard for conflicts of laws principles. Venue for any legal action brought hereunder shall be in Collin County, Texas.

d. Breach and Remedies. If either Party breaches any term or condition of this Agreement, the non-breaching Party shall provide the breaching Party with written notice of the breach. Upon its receipt of a notice of breach, the breaching Party shall have fifteen (15) days to cure the breach. If the breaching Party does not cure the breach within fifteen (15) days, the non-breaching Party shall have available all rights and remedies at law (except termination of this Agreement) and in equity including, without limitation, the right to enforce specific performance of this Agreement by the breaching Party. The non-breaching Party shall be entitled to recover from the breaching Party all reasonable attorneys' fees, court costs and all other expenses which may be incurred by the non-breaching Party in enforcing its rights and remedies under this Agreement.

e. Governmental Powers; Waivers of Immunity; State Law. By execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights. The Parties specifically agree that this Agreement does not constitute a contract for goods or services under Chapter 271 of the Texas Local Government Code, or Sections 2274.002 and 2252.151-.154 of the Texas Government Code. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto. Nothing in this Agreement is intended to delegate or impair the performance by City of its governmental functions.

f. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The captions and headings set forth in this Agreement are for purposes of convenience only and will have no effect in construing the provisions of this Agreement. All references to "Section" or "Sections," contained herein are, unless specifically indicated otherwise, references to sections of this Agreement. Any approval or consent required of any Party under this Agreement will not be unreasonably withheld, conditioned, or delayed. This Agreement may only be amended by an instrument in writing executed by all of the parties hereto. The person executing this Agreement on behalf of the applicable Party has the requisite power and authority to enter into this Agreement and to take any action on behalf of such Party in connection with the transactions contemplated hereby.

(signatures on following pages)

EXECUTED by the City and MUD on the Effective Date stated above.

CITY OF CELINA, TEXAS

By: _____
Robert Ranc, City Manager

Date: _____

ATTEST:

Lauren Vaughns, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Robert Ranc, City Manager, and Lauren Vaughns, City Secretary of the City of Celina, Texas, on behalf of the City of Celina, Texas.

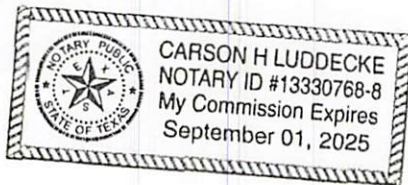
Notary Public in and for the State of Texas

NORTH COLLIN COUNTY MUNICIPAL UTILITY
DISTRICT NO. 1

By: [Signature]
Name: ETHAN TODD
Title: ASSISTANT SECRETARY
Date: 6/3/24

STATE OF TEXAS
COUNTY OF DALLAS
~~COLLIN~~

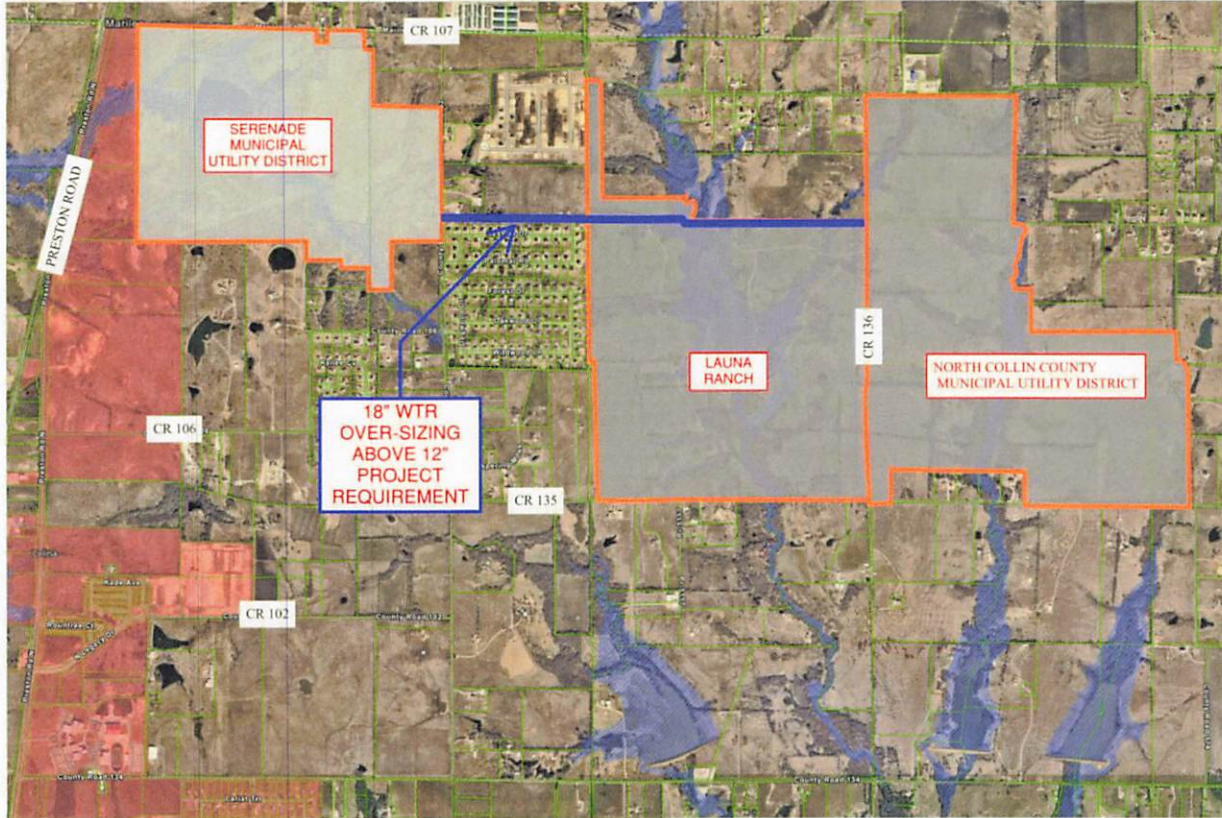
This instrument was acknowledged before me on the 3rd day of June, 2024, by Ethan Todd, Assistant Secretary of North Collin County Municipal Utility District No. 1, a political subdivision of the State of Texas, for the purposes stated hereinabove, on behalf thereof.



[Signature]
Notary Public in and for the State of Texas

EXHIBIT A
Oversized Water Line

18" WATERLINE OVERSIZE





Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ty Behringer, Assistant to the City Manager
CC: Robert Ranc, City Manager
Initiated
by:
Date: June 11, 2024
Re: Wilson Creek Park Cell Tower Lease Agreement

Action Requested:

Consider and act to authorize the City Manager to negotiate and execute a lease agreement by and between the City of Celina and Hemphill Towers, LLC, generally located at the NEC of future Sunset Boulevard and Roseland Parkway. (Wilson Creek Park Cell Tower – Agreement) (Behringer)

Background Information:

In July 2023, Hemphill Towers, LLC (the "Lessee") approached city staff about the possibility of constructing a cell tower at the future Wilson Creek Park site, generally located at the future NEC of Sunset Boulevard and Roseland Parkway. The proposed lease would consist of 2,500 square feet of City-owned property. This proposal was presented to the Council in Executive Session on September 12, 2023. The Lessee has collaborated with various departments to ensure the tower's placement does not interfere with the park's future designs. Upon the start of construction, the initial lease term of five years will commence, with the option to renew for seven additional five-year terms. The Lessee agrees to pay the City \$2,000 per month (\$24,000 annually) for the ground and tower space.

Legal Review:

The City Attorney has reviewed the Lease Agreement.

Supporting Documents:

1. Wilson Creek Park - Cell Tower - PE - 5.29

Financial Consideration:

The Lessee agrees to pay the City \$2,000 per month (\$24,000 annually) for ground and tower space generally located at the future Wilson Creek Park at the future NEC of Sunset Boulevard and Roseland Parkway.

Staff Recommendation:

Staff recommends approval.

LEASE AGREEMENT (Wilson Creek Park)

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

I. LEASE PROPERTY

Lessor hereby leases to Lessee certain real property, comprised of 2,500 square feet, situated in Wilson Creek Park in the City of Celina, Texas, as described in Exhibit A-1, attached hereto and incorporated herein, together with all rights, privileges, easements, and appurtenances belonging to or in any way pertaining to such premises (the “**Property**”), on property owned by Lessor, as described in Exhibit A-2, and depicted in Exhibit B, each attached hereto and incorporated herein (the “**Parent Tract**”). Lease of the Property shall include air space above such ground space for the placement of Lessee’s telecommunications tower (not to exceed 150 feet in height) and any related facilities or equipment (the “**Tower**”), together with a right of ingress and egress and the installation of above and below ground lines, cables, conduit, pipes, electric, telephone, and fiberoptic equipment by way of an access and utility easement as described in Section 4.09, to install, maintain, and operate the Tower, and to install utilities to service the Tower. The location of the Tower and surrounding space are set forth in the attached Exhibit B.

II. DUE DILIGENCE PERIOD; TERM

2.01 Due Diligence Period. In consideration of the sum of Ten and No/100 (\$10.00) Dollars paid in cash by Lessee to Lessor (the “**Option Consideration**”), Lessor hereby grants to Lessee the exclusive right to conduct Investigations and Tests (defined below) and the exclusive right and option (the “**Option**”) to sublease the Property according to the terms and conditions of this Agreement, and with thirty (30) days notice to Lessor prior to such sublease (it being understood that the Rent (defined below) is consideration for the lease itself). Lessor expressly acknowledges and confesses its receipt of the cash payment described in the immediately preceding sentence, and Lessor expressly acknowledges and confesses the sufficiency of the Option Consideration. Beginning on the Effective Date and continuing until the Commencement Date as defined below (“**Due Diligence Period**”), Lessee and its sublessees shall only be permitted to enter the Property for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, “**Investigations and Tests**”) that Lessee and its sublessees may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Property. In the event that Lessee determines, during the Due Diligence Period, that the Property is not appropriate for Lessee’s intended use and decides not to commence its tenancy of the Property, then Lessee shall have the right to terminate this Agreement without penalty upon written notice to Lessor at any time during the Due Diligence Period and prior to the Commencement Date. Lessor and Lessee expressly acknowledge and agree that Lessee’s access to the Property during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Lessee shall not be considered an owner or operator of any portion of the Property, and shall have no ownership or control of any portion of the Property (except as expressly provided in this Section 2.01), prior to the Commencement Date. All tests completed on the Property shall be undertaken in a safe, workmanlike and reasonable manner. Lessee and its sublessees shall use commercially reasonable efforts to give to Lessor not less than two (2) business days’ written notice prior to the commencement of any Investigations and Tests in, on, or about the Property, and Lessor shall have the right to post notices of non-responsibility in or on the Property as provided by law. Lessee shall not permit any mechanics’, materialmen’s or other lien to stand against the Property in connection with any labor, materials, or services furnished or claimed to have been furnished by, or on behalf of, Lessee in connection with Lessee’s investigation of the

Property. If any such lien is filed against the Property, Lessee shall cause the same to be discharged or bonded. Lessee shall comply with all applicable laws and governmental regulations applicable to the Property, including without limitation the terms and provisions of any and all local, state and federal regulatory permits. During the Due Diligence Period, Lessee shall not cause any changes in the condition of the Property. Lessee will indemnify, defend and hold Lessor harmless from all claims and liabilities, including, without limitation, all liens and attorneys' fees, as a result of any such entry by Lessee, its agents, employees or representatives. During the Due Diligence Period, Lessee shall carry commercial general liability insurance with a financially responsible insurance company covering the activities of Lessee on or about the Property with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate.

2.02 Term. The term of the Due Diligence Period shall commence as of the Effective Date and shall continue for a period of twelve (12) months. Lessee shall have the right to extend the Due Diligence for one (1) additional period of twelve (12) months. Following the Due Diligence Period, the initial term of this Agreement shall be five (5) years (the "**Initial Term**"), and shall commence upon the date Lessee begins construction of the Tower; or (ii) the first day following the end of the Due Diligence Period (either, the "**Commencement Date**"). This Agreement may renew for an additional seven (7) renewal terms, each consisting of five (5) years (each, a "**Renewal Term**") for a maximum Agreement term of forty (40) years, upon the same terms and conditions, unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least ninety (90) days prior to the expiration of the Initial Term or then-existing Renewal Term. The Initial Term and any Renewal Terms for which this Agreement is in effect are collectively the "**Term**".

III. CONSIDERATION

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

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

3.03 Property Condition. Lessor represents to Lessee that, as of the Effective Date, Lessor is the fee simple owner of the Property, that the Property is free from any mortgage, deed of trust or other liens, and that Lessor has the authority to enter into this Agreement. Lessee represents, as of the Commencement Date, that the Property, the title thereto, any subsurface conditions thereof, and the uses thereof have been examined by the Lessee. Lessee shall, as of the Commencement Date, accept the same in the condition in which they are, without representation or warranty, expressed or implied, in fact or by law, by the Lessor, and without recourse to the Lessor as to the title thereto, the nature, condition or usability thereof, or the uses to which the Property may be put. By taking possession or commencing use of the Property, Lessee (i) acknowledges that it is relying on its own inspections of the Property and not on any representations from Lessor regarding the Property; (ii) establishes conclusively that the Property is at such time in satisfactory condition and in conformity with this Agreement and all zoning or other governmental requirements in all respects; and (iii) accepts the Property in its condition as of the Effective Date on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis, subject to all faults and infirmities, whether now or hereafter existing. Nothing contained in this Section 3.03 affects the commencement of the Agreement or the obligation of Lessee to pay Rent as provided above. Lessee

represents and warrants to Lessor as follows: (i) Lessee does not intend to, and will not, use the Property for any purpose other than as set forth in Section 4.01; and (ii) Lessee has previously disclosed in writing to Lessor all special requirements (but Lessor shall have no responsibility relative to any such special requirement), if any, which Lessee may have in connection with this intended use. Lessee acknowledges that Lessor has given material concessions for the acknowledgements and provisions contained in this Section 3.03, and that Lessor is relying on these acknowledgements and agreements and would not have entered into this Agreement without such acknowledgements and agreements by Lessee.

IV. RIGHTS AND DUTIES OF LESSEE

4.01 Use. Lessee shall have the right to use the Property for the installation, operation, and maintenance of the Tower together with the installation, operation, repair, and replacement of antennas, lines, cables, equipment cabinets, shelters, radios, transmitters and other equipment used for the transmission and receipt of radio frequency signals, and uses incidental thereto and for no other uses. Lessee's use and operation of the Tower shall not interfere with Lessor's use of the real property owned by Lessor surrounding the Property, existing as of the Effective Date. If Lessee's use of the Property interferes with Lessor's use of such real property, Lessee shall take all measures reasonably necessary to correct and eliminate the interference.

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

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

A. Lessee shall be responsible for maintenance of the Property during the entire Term of the Agreement. Lessee shall maintain and keep the Property in a good and tidy condition and reasonably free from hazards to persons or property. Lessee shall have the right to install, modify, supplement, replace, upgrade, and expand the Tower at its own expense, within the Property, and not in any area of ingress, egress, or access to the Property. Lessee shall have the sole responsibility for any maintenance, repair, or security of the Tower. The Tower shall be installed on an industry standard foundation at Lessee's sole expense. The Property shall be enclosed by screening requirements in compliance with the City's Code of Ordinances, including but not limited to Sec. 10.03.076(g)(3)(B). Said wall shall be owned by Lessee and shall be removed from the Property by Lessee within a reasonable period, not to exceed ninety (90) days, following termination of this Agreement. Notwithstanding the foregoing, Lessee will not be required to remove any foundations, landscaping, or underground utilities to a depth of three (3) feet below grade. The wall shall be used to enclose the Tower and all associated or related equipment.

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

4.04 Prompt Repair. Lessee shall promptly notify Lessor of any and all damages resulting from, arising out of, or caused by the use of the Property, including but not limited to structural damages, electrical damages, damages to fencing, irrigation systems, or landscaping by Lessee's operations, by Lessee, its officers, agents, employees and invitees. Lessee shall be solely responsible for promptly repairing and/or replacing any item on or attached to the Property which is abused, damaged, or destroyed, except to the extent caused by the negligence or intentional misconduct of Lessor. Lessee shall endeavor to keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee and in the

event such a lien is filed against the Property, Lessee shall cause the removal of the same. In no event shall Lessor be responsible for the payment, costs of removal, or liabilities of any such liens.

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

4.06 Compliance with Laws and Licensing. Lessee shall, at its own expense, comply with all present and future federal, state, and local laws, ordinances, rules, and regulations, including those provided in the City's Code of Ordinances, in connection with the use, operation, maintenance, construction, and/or installation of the Tower. Lessor agrees to reasonably cooperate with Lessee in obtaining, at Lessee's expense, any federal licenses and permits required for Lessee's use of the Property. Lessor acknowledges that Lessee's ability to use the Property for Lessee's intended purposes is contingent upon Lessee's obtaining and maintaining, both before and after the Effective Date, all of the certificates, permits, licenses, and other approvals (collectively known as "**Governmental Approvals**") that may be required by any federal, state or local authority for the foregoing uses and improvements to the Property desired by Lessee. Lessor shall promptly cooperate, at Lessee's expense, with Lessee in Lessee's efforts to obtain such Governmental Approvals and shall take no action that would adversely affect Lessee's obtaining or maintaining such Governmental Approvals.

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

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

4.09 Easement. As partial consideration for Rent paid under this Agreement, Lessor hereby grants to Lessee, during the Term of this Agreement, an access and utility easement across the Parent Tract as depicted and described in **Exhibit C** for ingress, egress, regress and access to and from the Property and a public right of way, and the right to install, remove, replace, add to and maintain the Tower and for the installation, operation, removal, replacement, upgrade and maintenance of above and below ground lines, cables, conduit, pipes, poles, cabinets, boxes, shelters, electrical, telephone and fiberoptic equipment reasonably necessary for Lessee's operation of the Tower.

4.10 Rights to Equipment; Removal.

A. The Tower and any related facilities or equipment shall remain personal to and the property of Lessee. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Tower or any portion thereof. The Tower shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law.

B. Prior to the termination or expiration of this Agreement and before any Rent payments shall cease, Lessee shall:

- i. remove the Tower and any related equipment or facilities as set forth herein;

- ii. repair any damage caused by such removal, reasonable wear and tear excepted;
- iii. remove all equipment, other than utilities or foundations, that are at or below grade; and
- iv. otherwise surrender the Property at the expiration of this Agreement (as the same may have been extended or the earlier termination thereof) in good condition.

C. If Lessee holds over after this Agreement expires or has been terminated, the Agreement shall be month to month, subject to the provisions of this Agreement, provided that the Rent during any holdover period shall be equal to one hundred fifteen percent (115%) of the Rent otherwise provided for herein.

V. TERMINATION

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

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

VI. INDEMNITY AND INSURANCE

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

- (i) **THIS AGREEMENT;**

(ii) **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS AGREEMENT;**
(iii) **LESSEE'S OCCUPATION AND USE OF THE PROPERTY;**
(iv) **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PROPERTY CAUSED BY, AGGRAVATED BY, OR CONTRIBUTED IN WHOLE OR IN PART, BY LESSEE; OR**

(v) **ANY ACT OR OMISSION OF LESSEE OR LESSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, EXCEPT (1) TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE, OR (2) WHOLLY CAUSED BY THE SOLE NEGLIGENCE OF AN INDEMNITEE.**

B. In connection with the above described indemnification obligations:

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

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

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

C. Lessee shall provide Lessor with a certificate of insurance issued by an insurance company eligible to do business in Texas indicating that Lessee carries commercial general liability insurance, including contractual liability coverage with limits of liability thereunder of \$1 million combined single limit, per occurrence and in the aggregate, for bodily injury and/or property damage, and such other insurance that the Lessor may require by City policy. Such insurance shall include Lessor, and its authorities, boards, commissions, departments, offices, individual officers, employees, and agents, as an additional insured with respect to matters arising out of Lessee's use of, and operations on the Property. Lessee will provide Lessor with a renewal certificate within ten (10) business days of Lessor's written request for such certificate. Lessee shall also provide Lessor evidence that it maintains workers' compensation insurance in compliance with the statutory requirement of the State of Texas and automobile liability coverage with a \$500,000 limit. Each insurance policy required by this subsection shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed, reduced in coverage or in limits except after thirty (30) days' notice by certified mail, return receipt requested, has been given to Lessor. Lessee shall provide at least thirty (30) days prior written notification to Lessor of cancellation of any required coverage that is not replaced.

VII.
RIGHTS AND DUTIES OF LESSOR

A. Upon providing notification to the Lessee, and only in the presence of a Lessee representative, Lessor shall have the right to come upon the Property, or any part thereof, for the purpose of inspecting the Property or any portion of it.

B. Notwithstanding any provision herein, the Parties agree that Lessor has not waived any sovereign or governmental immunity it holds under law by entering into and performing its obligations under this Agreement.

C. Lessor's use of the Property, other than those uses existing as of the Effective Date shall not interfere with Lessee's use of the Property or operation of the Tower. If such use of the Property by Lessor interferes with Lessee's use of the Property or operation of the Tower, Lessor shall take all measures reasonably necessary to correct and eliminate the interference.

VIII.
SUBLESSEES, SUCCESSORS & ASSIGNS

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

IX. NOTICE

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

FOR LESSOR: City Manager
 City of Celina, Texas
 142 N. Ohio St.
 Celina, TX 75009
 Phone: 972-382-2682
 Fax: 972-382-3736

FOR LESSEE: Attn: Kristen Bennett
 Hemphill Towers, LLC
 1305 North Louisville Avenue
 Tulsa, Oklahoma 74115
 Phone: 918-834-2200
 Fax: 918-836-6918

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

X. VENUE

This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in the county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

XI. SEVERABILITY

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

XII. DESTRUCTION OR CONDEMNATION

If the Property or Tower are materially damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Property by written agreement of the Parties.

XIII. RIGHT OF FIRST REFUSAL

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

XIV. FORCE MAJEURE

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

XV. MEMORANDUM

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

XVI. ESTOPPEL

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

**XVII.
EXCLUSIVITY**

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

[SIGNATURES ON IMMEDIATELY FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latter signature date below.

WITNESS:

LESSOR: CITY OF CELINA, TEXAS, a home rule municipal corporation

Print Name: _____

By: _____

Name: _____

Its: _____

Date: _____

STATE OF _____
COUNTY OF _____

Before me, _____, the undersigned Notary Public, duly commissioned and qualified, this day personally appeared in the State and County aforesaid the above named _____, who declared that he/she/they knew the contents of the foregoing instrument, and acknowledged it to be his/her/their voluntary act and deed, in their name and in the capacity set forth above. Such person is personally known to me or has provided _____ as identification.

Witness my hand and official seal this _____ day of _____, 2024.

Official Signature of Notary

Notary's printed or typed name: _____

My Commission Number: _____

OFFICIAL SEAL

WITNESS:

Matt Kline
Print Name: Matt Kline
Paul Wilcoxen
Print Name: PAUL WILCOXEN

TENANT: HEMPHILL TOWERS, LLC, an
Oklahoma limited liability company

By: Kristen Bennett
Name: Kristen Bennett
Its: Vice President
Date: 5/28/24

STATE OF OKLAHOMA
COUNTY OF TULSA

I, JENNIFER DREYER a notary public in and for said county in said state, hereby
certify that John R. Hemphill, whose name as President of GREAT PLAINS TOWERS, LLC, a Delaware
limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before
me on this day that, being informed of the contents of such instrument, he, as such officer and with full
authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 28 day of May, 2024.



[Signature]
Official Signature of Notary
Notary's printed or typed name: _____
My Commission Number: _____

EXHIBIT A-1

Property Description

LEASE AREA HEMPHILL 1765 BETHEL CHURCH

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE C. P. RICE SURVEY, ABSTRACT 771, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF THE LANDS OF THE CITY OF CELINA, TEXAS, AS RECORDED IN INSTRUMENT 20130830001229430, COLLIN COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 5/8-INCH CAPPED REBAR STAMPED "KHA", HAVING A TEXAS GRID NORTH (NAD83) NORTH CENTRAL ZONE VALUE OF N=7163155.7730 E=2503415.9079; THENCE, NORTH 88°08'25" WEST, 16.13 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID CITY OF CELINA LANDS; THENCE RUNNING ALONG THE LINE COMMON TO SAID CITY OF CELINA LANDS AND THE RIGHT-OF-WAY LINE OF SUNSET BOULEVARD, AN UNDEVELOPED, VARIABLE WIDTH RIGHT-OF-WAY AS RECORDED IN INSTRUMENT 20220301000328180, COLLIN COUNTY RECORDS, 879.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2250.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 68°45'01" WEST, 723.41 FEET TO A POINT; THENCE LEAVING SAID SUNSET BOULEVARD RIGHT-OF-WAY LINE AND RUNNING, NORTH 30°30'02" EAST, 116.14 FEET TO A POINT ON THE LEASE AREA; THENCE RUNNING ALONG SAID LEASE AREA, NORTH 59°29'58" WEST, 25.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING;

THENCE, NORTH 30°30'02" EAST, 50.00 FEET TO A POINT;

THENCE, SOUTH 59°29'58" EAST, 50.00 FEET TO A POINT;

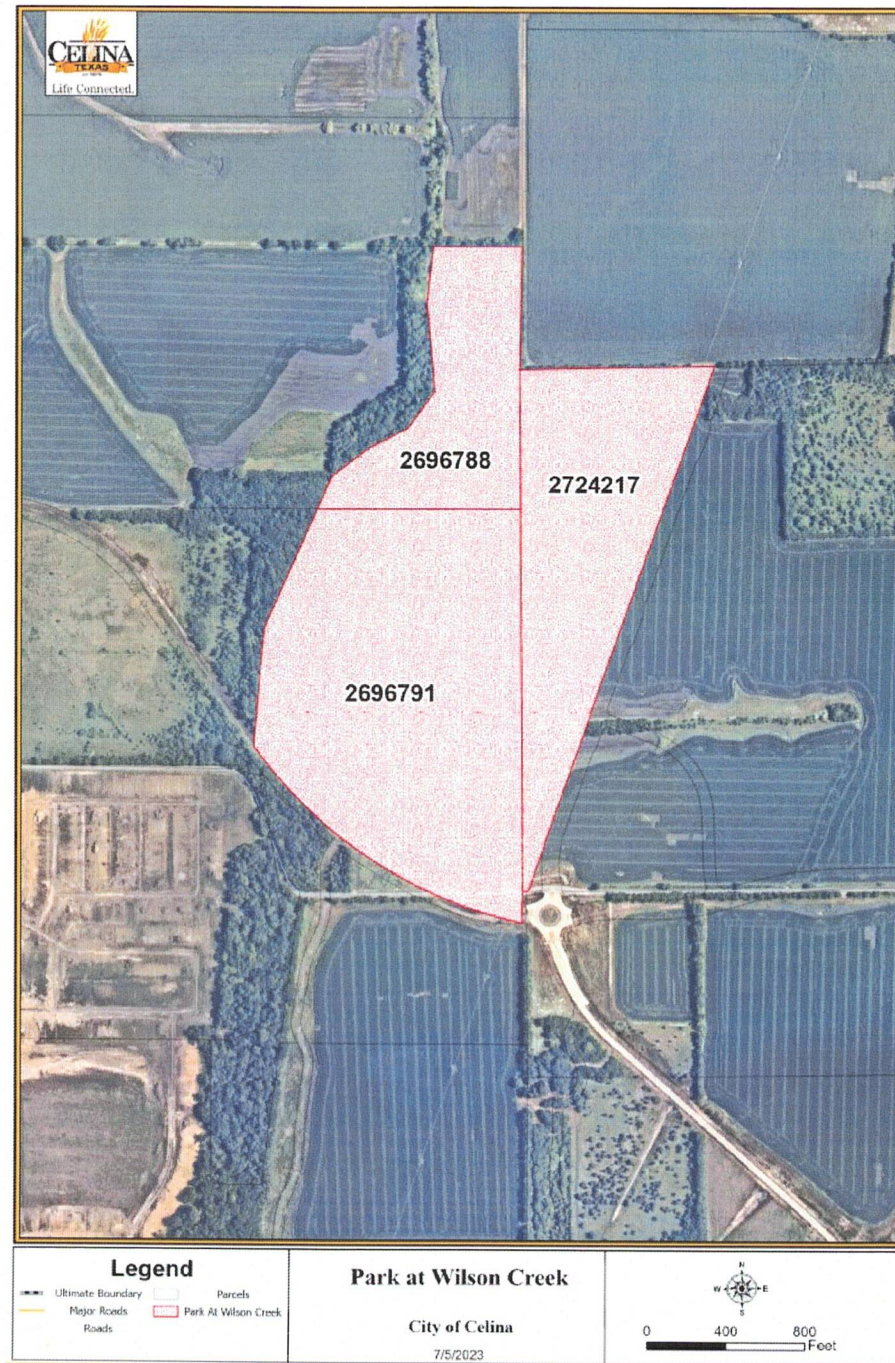
THENCE, SOUTH 30°30'02" WEST, 50.00 FEET TO A POINT;

THENCE, NORTH 59°29'58" WEST, 50.00 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON TEXAS GRID NORTH, NAD83, NORTH CENTRAL ZONE.

SAID TRACT CONTAINS 0.0574 ACRES (2,500 SQUARE FEET), MORE OR LESS, AS SHOWN IN A SURVEY PREPARED FOR HEMPHILL BY POINT TO POINT LAND SURVEYORS, INC. DATED MAY 3, 2024.

EXHIBIT A-2
Property Description



Tower



EXHIBIT C

Easement

30' INGRESS-EGRESS & UTILITY EASEMENT #1 HEMPHILL 1765 BETHEL CHURCH

TOGETHER WITH A 30-FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT, MEASURING 15 FEET EACH SIDE OF CENTERLINE, LYING AND BEING IN THE C. P. RICE SURVEY, ABSTRACT 771, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF THE LANDS OF THE CITY OF CELINA, TEXAS, AS RECORDED IN INSTRUMENT 20130830001229430, COLLIN COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 5/8-INCH CAPPED REBAR STAMPED "KHA", HAVING A TEXAS GRID NORTH (NAD83) NORTH CENTRAL ZONE VALUE OF N=7163155.7730 E=2503415.9079; THENCE, NORTH 88°08'25" WEST, 16.13 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID CITY OF CELINA LANDS; THENCE RUNNING ALONG THE LINE COMMON TO SAID CITY OF CELINA LANDS AND THE RIGHT-OF-WAY LINE OF SUNSET BOULEVARD, AN UNDEVELOPED, VARIABLE WIDTH RIGHT-OF-WAY AS RECORDED IN INSTRUMENT 20220301000328180, COLLIN COUNTY RECORDS, 879.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2250.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 68°45'01" WEST, 723.41 FEET TO A POINT AND THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID SUNSET BOULEVARD RIGHT-OF-WAY LINE AND RUNNING, NORTH 30°30'02" EAST, 116.14 FEET TO THE ENDING AT A POINT ON THE LEASE AREA.

BEARINGS BASED ON TEXAS GRID NORTH, NAD83, NORTH CENTRAL ZONE.

AS SHOWN IN A SURVEY PREPARED FOR HEMPHILL BY POINT TO POINT LAND SURVEYORS, INC. DATED AUGUST 8, 2023, AND LAST REVISED ON MAY 3, 2024.

30' INGRESS-EGRESS & UTILITY EASEMENT #2 HEMPHILL 1765 BETHEL CHURCH

TOGETHER WITH A 30-FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT, MEASURING 15 FEET EACH SIDE OF CENTERLINE, LYING AND BEING IN THE C. P. RICE SURVEY, ABSTRACT 771, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF THE RIGHT-OF-WAY OF SUNSET BOULEVARD, AN UNDEVELOPED, VARIABLE WIDTH RIGHT-OF-WAY AS RECORDED IN INSTRUMENT 20220301000328180, AND THE LANDS OF THE PARKS AT WILSON CREEK, LP, A TEXAS LIMITED PARTNERSHIP, AS RECORDED IN INSTRUMENT 20130830001229380, COLLIN COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

EXHIBIT C

Easement

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 5/8-INCH CAPPED REBAR STAMPED "KHA", HAVING A TEXAS GRID NORTH (NAD83) NORTH CENTRAL ZONE VALUE OF N=7163155.7730 E=2503415.9079; THENCE, NORTH 88°08'25" WEST, 16.13 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID CITY OF CELINA LANDS; THENCE RUNNING ALONG THE LINE COMMON TO SAID CITY OF CELINA LANDS AND THE RIGHT-OF-WAY LINE OF SAID SUNSET BOULEVARD, 879.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2250.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 68°45'01" WEST, 723.41 FEET TO A POINT AND THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID SUNSET BOULEVARD RIGHT-OF-WAY LINE AND RUNNING, SOUTH 00°24'48" EAST, 87.93 FEET TO THE ENDING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 92, HAVING A 60' PUBLIC RIGHT-OF-WAY, AS RECORDED IN DEED BOOK 4052 PAGE 2583.

BEARINGS BASED ON TEXAS GRID NORTH, NAD83, NORTH CENTRAL ZONE.

AS SHOWN IN A SURVEY PREPARED FOR HEMPHILL BY POINT TO POINT LAND SURVEYORS, INC. DATED AUGUST 8, 2023, AND LAST REVISED ON MAY 3, 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
Initiated
by:
Date: June 11, 2024
Re: Procore Renewal 2024

Action Requested:

Consider and act to renew the agreement with EC America, Inc., for construction management software through a cooperative contract with the General Services Administration in an amount not to exceed \$97,917.31. (Glasgow)

Background Information:

Staff requests authorization to renew the existing agreement with EC America for construction management software (Procore) through the following cooperative agreement.

Cooperative Agency: General Services Administration
Cooperative Contract #: GS-35F-0511T

On April 13, 2021, Council authorized the purchase of Procore, a project management software. The license renewal is tied to the forecasted year's total user volume in design and construction (project value). The total forecasted project value has increased, which has increased this year's fees. FY23 fees were \$84,527.28 (based on fifty-two million), and FY24 fees will be \$97,917.31.(based on fifty-seven million).

The General Services Administration does not require an executed Interlocal Agreement to utilize their contracts. 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. QUO-1453229-R7D2F1

Financial Consideration:

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

Staff Recommendation:

Staff recommends approval.

Sales Quotation

Andy Glasgow
City of Celina
, PH: 972-382-2682
aglasgow@celina-tx.gov

Quote Number: QUO-1453229-R7D2F1
Quote Date: 4/30/2024
Expiration Date: 5/21/2024

Contract No.: GS-35F-0511T
CAGE Code: 1QTH6
DUNS No.: 01-757-3259
TAX ID#: 52-2085893
Terms: NET 30
FOB: Destination

Order Address:
EC America
8444 Westpark Drive, Suite 200
McLean, VA 22102
PH: 703-752-0610 FX: 703-752-0611

EC America Contact: Strane, Logan
+1 770-615-2468 Logan.Strane@immixgroup.com

Manufacturer Contact: Mcgee, Ryan
+1 512-560-1194 ryan.mcgee@procore.com

Manufacturer Quote #:
Manufacturer Ref #:

Start Date: 4/29/2024
Term: 12 months
Project Cap: 90
ACV: \$57 M

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	PRO-1410-07	GS-35F-0511T	SUB	Project Management Pro: provides Project Overview, Documentation, and Communication Management tools, including Directory, Reports, Documents, Drawings, Photos, RFIs, Specifications, Submittals, and Punchlist. Pricing is maximum price for ACV from \$50M -** TRUSTED PRODUCT **	1	\$42,109.9600	\$42,109.96
Period of Performance: 4/29/2024 to 4/28/2025.							
2	PRO-1480-07	GS-35F-0511T	SUB	Quality & Safety: provides Quality & Safety tools, including Incidents, Inspections, and Observations. Pricing is maximum price for ACV from \$50M - \$75M.** TRUSTED PRODUCT **	1	\$15,478.2200	\$15,478.22
Period of Performance: 4/29/2024 to 4/28/2025.							
3	PRO-1430-07	GS-35F-0511T	SUB	Project Financials: provides Financial Management tools, including Direct Costs, Change Events, Commitments, Change Orders, Prime Contract, and Budget. Pricing is maximum price for ACV from \$50M - \$75M.** TRUSTED PRODUCT **	1	\$19,918.9900	\$19,918.99
Period of Performance: 4/29/2024 to 4/28/2025.							
4	PRO-1600-07	GS-35F-0511T	SUB	Invoice Management: provides invoice management tools, including Owner and Subcontractor invoices. Pricing is maximum price for ACV from \$50M - \$75M.** TRUSTED PRODUCT **	1	\$11,656.4900	\$11,656.49
Period of Performance: 4/29/2024 to 4/28/2025.							
5	PRO-1660-04	GS-35F-0511T	SUB	Procore Analytics Single Daily: export Procore product data into a hosted SQL database and apply Analytics tools on 100+ ready made reports and dashboard to derive insights. Pricing is maximum price for ACV from \$50M - \$75M.** TRUSTED PRODUCT **	1	\$8,753.6500	\$8,753.65
Period of Performance: 4/29/2024 to 4/28/2025.							
						SUBSCRIPTION	\$97,917.31
						Grand Total	\$97,917.31

List of Services Included: Unlimited customer support, unlimited user licensing, unlimited storage in the cloud, implementation manager

Construction Volume: Construction Volume means the aggregate dollar value of the construction work performed or put in place for all distinct projects for which Customer utilizes the Subscription Services identified with Customer's Procore account(s) during the Subscription Term identified on this Order.

Subject to the Terms and Conditions of GSA MAS Contract Number GS-35F-0511T; See: <http://www.immixgroup.com/contract-vehicles/gsa/it-70/0511T/>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number, Our Quote Number, Part Numbers, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.
immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:
http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf



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
Initiated
by:
Date: June 11, 2024
Re: Water and Wastewater Impact Fee Update

Action Requested:

Consider and act to approve a work authorization for design services from Freese and Nichols, Inc., for Water and Wastewater Impact Fee update in an amount not to exceed \$399,300.00. (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 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, the City Council approved a resolution to adopt new water 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, infrastructure construction costs have increased drastically since the current impact fee adoption.. This increase has prompted the need to analyze and revise the impact fees to align with current construction costs. The scope of services includes the following elements:

- Water Master Plan update - This project phase will analyze the water system growth from the 2020 water study. The city completes an annual update to the water model on an incremental basis; however, this model update will document the system as a single system.
- Short-term water system analysis - After completion of the water model, this phase of the project will identify any immediate or potential gaps in our system due to the exponential growth. This task will identify specific projects needed in the next 1–3 years.

- Water Impact Fee update - This project phase will analyze the existing system, recent construction projects, and projected construction projects for the next 10 years to develop updated impact fee rates per Chapter 395.
- Wastewater Impact Fee update - This project phase will analyze the existing system, recent construction projects, and projected construction projects for the next 10 years to develop updated impact fee rates per Chapter 395. This analysis will include the cost of maintaining a single wastewater service area or creating multiple sewer service areas to align with the sewer basins.

The City maintains an executed Master Agreement for Professional Services (MSA) with this engineering firm for on-call services. The city council authorized the MSA in 2022 for five years. Freese and Nichols, Inc. was selected as an approved provider.

Legal Review:

Contract has been previously reviewed and approved.

Supporting Documents:

1. Work Authorization to MSA - FNI- signed

Financial Consideration:

Funding is available through the utility 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 FNI	MAPS Date:	10/10/2022
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In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **Freese and Nichols, Inc.** (**Engineer or Consultant**); Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Name:	Water Master Plan and Water and Wastewater Impact Fee Update		
Engineer Project #:		Work Authorization Date:	
Engineer:	Freese and Nichols, Inc..		
Purchase Order#:		Project #:	
Engineer Representative	Melissa Brunger	Owner Representative:	

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

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

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA

Signature

Printed Name & Title

Date

ENGINEER

Melissa Brunger

Signature

Digitally signed by Melissa Brunger
DN: E=Melissa.Brunger@freese.com, CN=Melissa Brunger,
OU=1161 W_WW MASTER PLANNING - NTX,
OU=Employees, DC=freeee, DC=com
Date: 2024.06.02 16:09:52-05'00'

Melissa Brunger, P.E., Vice President

Printed Name & Title

June 2, 2024

Date

Exhibit A
City of Celina
Water Master Plan and Water and Wastewater Impact Fee Update
Scope of Work

PROJECT UNDERSTANDING:

Freese and Nichols, Inc. (FNI) understands that the City of Celina (City) requires assistance in completing a Water Master Plan and Water and Wastewater Impact Fee Update. This study will utilize the population, demographics and land use assumptions developed as part of the City's Comprehensive Plan (*Celina 2040*). This project will provide updated water demand projections for existing, 5-year, 10-year, and Buildout conditions.

The City's existing water model will be updated based on the latest information in the City's geographic information system (GIS). Model calibration exercises will be performed based on the results of temporary water system field pressure testing and SCADA data. Water system modeling will be performed for existing, 5-year, 10-year, and Buildout conditions to develop improvement alternatives for water system improvements. Pipeline, pumping and storage improvements will be identified as well as operational recommendations to improve system efficiency. A comprehensive water system capital improvements plan (CIP) will be developed with project descriptions, cost estimates, drivers, triggers, and mapping. The assumptions, methodology, results, and recommendations of this study will be summarized in a Water Mater Plan report.

This project also involves an update to the City's water and wastewater impact fees. Maximum allowable impact fees will be calculated in accordance with the requirements set forth in Chapter 395 of the Texas Local Government Code. FNI will utilize the updated wastewater model and wastewater CIP provided by the City for the impact fee calculations.

BASIC SERVICES:

Task A: Short-term Water System Facility Analysis

- A1. Review Recent Development Data: FNI will review and summarize updated development phasing in tabular format as well as mapping.
- A2. Water Demand Update: FNI will develop updated short-term water demands for each pressure plane based on updated development data as well as review of recent water usage.
- A3. Facility Evaluation: FNI will develop graphs summarizing projected storage and pumping needs based on FNI design criteria and TCEQ requirements over the next 5 years based on updated water demands and growth.
- A4. Technical Memorandum: FNI will develop a technical memorandum summarizing recent historical usage, updated water demand projections, and impact of timing on proposed water system facilities.

- A5. Meeting: FNI will conduct one virtual meeting with City Staff to discuss results.

Task B: Data Collection and Coordination

- B1. Project Kick-off Meeting: FNI will meet with the City to review project scope, schedule, communication strategy, and data requirements. FNI will develop and submit a request memorandum.
- B2. Data Collection: FNI will collect and compile information from the City including previous reports, updated GIS files, recently completed water system improvements, water production data, and utility billing data.
- B3. Project Management Activities: FNI will conduct routine project management activities including monthly progress reports, project accounting, invoicing, and project coordination.
- B4. Progress Meetings: FNI will conduct up to twelve (12) virtual progress meetings with the City.

Task C: Population, Land Use, and Water Demand Projections

- C1. Virtual Meeting with City Staff to Discuss Future Land Use and Demographics: FNI will meet with the City Staff to discuss assumptions on land use assumptions and future service area boundaries. FNI will solicit input from the City on known developments, redevelopment areas, densities, and projected timing and phasing of new development and infill.
- C2. Develop Land Use Assumptions: FNI will develop population and land use assumptions for existing, 5-year, 10-year, and Buildout conditions. FNI will assume the buildout densities developed in the previous master plan are still valid except for areas that have developed since that study. FNI will utilize work completed as part of the short-term facility analysis portion of this study to develop land use assumptions for the Water Master Plan update.
- C3. Review Historical Water Usage Data: FNI will review and evaluate available historical water usage by residential, commercial, and industrial usage over the last 5 years, including the top 10 large water users.
- C4. Develop and Distribute Existing Demands: FNI will utilize data from the City's billing system database to geocode metered water consumption based on meter address. FNI will utilize geocoded meter data to allocate existing water demands throughout the City. The data will consist of metered usage fields for each customer account and customer type. Water demands will be distributed for average day and maximum month demand conditions.
- C5. Develop Design Criteria for Projections: FNI will evaluate the historical water usage data to develop existing and future per-capita water demands, as well as water system peaking factors (maximum day, peak hour). FNI will develop design criteria for future water demand projections. FNI will consider and review historical per capita usage compared to the goal per capita usage as outlined in the City's 2024 Water Conservation Plan.

- C6. Water Demand Projections: Based on the selected design criteria and land use assumptions, FNI will calculate and spatially distribute projected water demands for existing, 5-year, 10-year, and Buildout conditions for average day, maximum day, and peak hour.
- C7. Meet with City – Projections: FNI will conduct a virtual meeting with the City to review and discuss the water demand projections.

Task D: Water System Hydraulic Analysis and System Evaluation

- D1. Identify and Map Proposed Field Pressure Testing Locations: FNI will work with the City to identify locations for field testing based on model calibration needs and areas of concern from the City. Up to fourteen (14) Telog pressure recorders will be furnished by FNI for pressure testing. FNI will develop a water system map with proposed pressure testing locations with fire hydrant IDs. FNI will update the map of proposed pressure testing locations based on input from City Staff.
- D2. Conduct Temporary Field Pressure Testing: FNI will prepare procedures for field testing including proposed locations for testing, required SCADA data during testing period, and assistance needed from the City's utility department. The City will install and remove the pressure recorders on the designated fire hydrants. Testing will consist of recording pressure readings for up to two weeks in the summer. An FNI engineer will be present with City operations staff for the first installation of the pressure recorders. FNI will monitor pressure data throughout the pressure testing period.
- D3. Evaluate and Summarize Pressure Data: FNI will review and document pressure data from the summer temporary pressure testing. FNI will develop dashboards summarizing pressure statistics for each site. A Microsoft Power BI file of the field recorded pressure data will be created and provided to the City staff.
- D4. Update Water System Model: FNI will utilize the City's current GIS to update the existing water model in InfoWater software by Innovyze. The updated all-pipes model will consist of all lines that are currently in the GIS plus recently constructed lines that may not appear in the GIS.
- D5. SCADA Data Review and Diurnal Curve Development: FNI will obtain and evaluate SCADA data including pump station flows, pressures, and tank levels for the pressure testing period. SCADA data will be used for model update, update of diurnal curves, and to assist in model calibration. FNI will utilize the recent SCADA data and operator logs to develop diurnal demand curves representing existing 24-hour peak summer water usage patterns within each pressure plane.
- D6. Conduct EPS Model Calibration: FNI will conduct a 24-hour extended period simulation (EPS) model validation by adjusting c-factors, peaking factors, diurnal curves, and demand distribution until modeling results match the field pressure measurements and pump/tank operation. FNI will provide comparison graphs and mapping to document model calibration results.
- D7. Meet with City - Water Model Update and Calibration: FNI will meet with the City to review the results of the water model update and calibration.
- D8. Existing Water System Evaluation: FNI will utilize the calibrated water model to perform 24-hour extended period simulation (EPS) modeling of the existing water system for maximum day operating conditions to identify existing capacity and deficiencies within the water system. Minimum modeled pressures under existing maximum day conditions will be documented through color-coded mapping. FNI will utilize the water system model to conduct fire flow

analysis under existing maximum day demands to identify areas with less than adequate fire flow capacity. Fire flow analysis will be documented using mapping of available fire flows.

- D9. Pumping and Storage Evaluation: FNI will evaluate the system by pressure plane for compliance with the TCEQ Chapter 290 regulations. FNI will analyze pumping capacity, elevated storage capacity, and total storage capacity by pressure plane to determine if any deficiencies exist, as well as document estimated TCEQ required pumping and storage in the future based on projected growth. FNI will develop recommendations for pumping and storage and provide existing vs. recommended capacity charts for pumping, ground and elevated storage, and supply capacity throughout the city.
- D10. Develop Design Criteria for System Improvements: FNI will develop target design criteria including headloss gradient, minimum and maximum pressures, tank drain/fill rates, and storage volumes. The design criteria will be used to develop system improvements that will provide the desired level of service.
- D11. Conduct Water Age Modeling: FNI will conduct water age modeling using the updated water model for up to three (3) operational conditions. Average day model runs will be developed. FNI will use the water age model to evaluate the estimate water age in the distribution system. Large scale color mapping of water age will be developed.
- D12. Utilize Buildout Model to Determine Sizing of Water System Improvements: FNI will utilize the Buildout water model scenario to determine sizing of water system transmission, elevated and ground storage, and pumping facilities needed to serve projected Buildout demands throughout each pressure plane in the service area using the EPS model analyses under maximum day demand conditions.
- D13. Determine Phasing of Water System Improvements: FNI will use the interim 5-year and 10-year EPS model scenarios to determine phasing of water system improvements. System improvements will include transmission, storage, pumping and distribution system related needs.
- D14. Workshop – Water System Improvements: FNI will conduct a workshop with the City to review and discuss proposed water system improvements.
- D15. Meetings with Potential Wholesale Providers: FNI will attend up to four (4) coordination meetings with potential wholesale providers to discuss feasibility and logistics on wholesale services alternatives.

Task E: Capital Improvements Plan and Master Plan Report

- E1. Develop Draft Capital Improvement Plan (CIP) Costs, Schedule, and Mapping: FNI will develop a comprehensive Water Capital Improvements Plan based on capacity needs for 5-year, 10-year and Buildout planning periods. Planning level cost estimates for each proposed project will be developed in Year 2025 dollars including engineering and contingencies. Large scale citywide maps will be produced showing proposed projects and phasing. FNI will also prepare a detailed description and justification for each project.
- E2. Workshop - Draft Capital Improvement Plan: FNI will conduct a workshop with the City to discuss the draft water CIP.

- E3. Prepare Draft Master Plan Report: FNI will prepare a draft Water Master Plan Report summarizing water demand projections, model calibration, existing and future system analysis, and CIP development. FNI will deliver one electronic PDF copy of the draft report.
- E4. Meet with City - Review Draft Master Plan Report: FNI will meet with the City to discuss the draft Water Master Plan Report. FNI will solicit comments to be incorporated into the final report.
- E5. Prepare Final Master Plan Report: FNI will revise the report based on comments from the City and submit five (5) final hard copies and one electronic copy in PDF format of the Water Master Plan Report.
- E6. Council Presentation: FNI will prepare and attend up to one (1) City Council presentation to present the finding and recommendations results of the Water Master Plan.

Task F: Water and Wastewater Impact Fee Update

- F1. Impact Fee Kick-off Meeting: FNI will meet with the City to review impact fee logistics, requirements, schedule, communication strategy, and data requirements.
- F2. Evaluate Impact Fee Service Areas: FNI will identify potential options for more than one impact fee service area for wastewater based on drainage basins and discuss this with City Staff. It is assumed there will be only one water impact fee service area.
- F3. Coordinate with Wastewater Planning Consultant: FNI will conduct one (1) meeting with Wastewater Planning Consultant to review the most current wastewater CIP and determine status of on-going and proposed wastewater capital improvement projects.
- F4. Identify Existing Projects Eligible for Impact Fee Cost Recovery: FNI will review recently constructed water and wastewater improvements and determine which projects have excess capacity and are potentially eligible for future cost recovery for 10-year growth.
- F5. Conduct Water and Wastewater Impact Fee Capacity Analysis for Existing Projects: FNI will utilize the updated water and wastewater models to evaluate excess capacity in recently completed projects for inclusion into impact fee cost recovery analysis.
- F6. Develop Water and Wastewater Impact Fee CIP: FNI will utilize 10-year CIPs from the Water and Wastewater Master Plan to develop a Water and Wastewater Impact Fee CIP to serve growth over the next 10 years.
- F7. Conduct Water and Wastewater Impact Fee Capacity Analysis for Proposed Capital Improvement Projects: FNI will utilize updated water and wastewater models to analyze eligible capacity in proposed water and wastewater improvements for inclusion into impact fee cost recovery to meet 10-year projected growth.
- F8. Calculate Water and Wastewater Costs Eligible for Impact Fee Cost Recovery: FNI will utilize the capacity analysis and capital project costs to calculate percentage of project cost eligible for impact fee cost recovery.

- F9. Develop Service Unit Equivalents (SUEs) for Water and Wastewater Systems: FNI will utilize equivalent capacity of water meters and land use data to establish the service unit equivalents (SUEs) required in Chapter 395 of the Texas Local Government Code for existing conditions. FNI will utilize demographic data, meter size breakdown, and impact fee code requirements to project 10-year service unit equivalents for water and wastewater.
- F10. Calculate Maximum Allowable Water and Wastewater Impact Fees: FNI will calculate maximum allowable water and wastewater impact fees in accordance with Chapter 395 of the Texas Local Government Code using existing and proposed capital improvement costs to support 10-year growth based on projected increase in SUEs.
- F11. Develop Draft Water and Wastewater Impact Fee Study Report: FNI will prepare and submit an electronic PDF copy of the draft water and wastewater impact fee study report discussing methodology, water and wastewater loads, utilization of water and wastewater improvements, and impact fee calculations. The report will include water and wastewater maps depicting existing and proposed system improvements required to meet projected 10-year growth needs. The City will review and comment prior to entering the public hearing process.
- F12. Meetings with City Staff: FNI will meet with City staff up to two (2) times throughout the impact fee update process to discuss the findings, impact fee calculations, and recommendations for setting the water and wastewater impact fees for the City.
- F13. Finalize Impact Fee Study Report: Based on comments by City staff, FNI will finalize and submit five (5) hard copies of the final Water and Wastewater Impact Fee Report to the City along with one electronic PDF copy of the final report.
- F14. Impact Fee Benchmarking: FNI will develop comparison tables of impact fees of the City with area peer cities for use by the City in considering collection rates. City staff and/or the CIAC will identify up to eight (8) area cities for the comparison. A chart depicting the combined water and wastewater impact fees for each peer city will be prepared.
- F15. Present Impact Fee Analysis to Impact Fee Advisory Committee: FNI will attend and facilitate up to three (3) Impact Fee Advisory Committee meetings to present Land Use Assumptions, Water and Wastewater CIPs, and results of impact fee analysis.
- F16. Attend Council Work Session and Public Hearing on the Adoption of the Impact Fees. Develop a presentation and attend one (1) council work session to present the updated Land Use Assumptions, CIPs for water and wastewater, and results of impact fee analysis. Develop a brief presentation and attend one (1) Public Hearing to present the updated Land Use Assumptions, CIPs for water and wastewater, and results of impact fee analysis. At this hearing, it is anticipated that City staff will present recommendations on the adoption of the impact fees report and associated ordinance materials to the City Council.

SPECIAL SERVICES:

- 1. **Impact Fee Credit Analysis Calculation:** FNI will conduct a credit analysis to determine the actual maximum impact of a development on the water and wastewater systems. FNI will examine the existing debt structure for all components to calculate the credit. FNI will calculate and compare outstanding future principal and debt payments to the existing capacity requirements as a percentage of overall capacity to calculate the future debt burden for each existing customer. FNI will recommend a justifiable credit for impact fee calculations that will avoid future customers “paying double” for improvements through impact fees and utility rates.

Exhibit B
City of Celina
Water Master Plan and Water and Wastewater Impact Fee Update
Compensation Summary

Task	Description	Labor	Expenses	Total
A	Short-term Water System Facility Analysis	\$ 14,324	\$ 576	\$ 14,900
B	Data Collection and Coordination	\$ 29,223	\$ 1,276	\$ 30,500
C	Population, Land Use, and Water Demand Projections	\$ 32,359	\$ 1,341	\$ 33,700
D	Water System Hydraulic Analysis	\$ 110,436	\$ 13,364	\$ 123,800
E	Capital Improvements Plan and Master Plan Report	\$ 68,359	\$ 4,341	\$ 72,700
F	Water and Wastewater Impact Fee Update	\$ 98,100	\$ 5,701	\$ 103,800
	Total Basic Services=	\$ 352,801	\$ 26,599	\$ 379,400
Special	Impact Fee Credit Calculations	\$ 18,478	\$ 1,422	\$ 19,900
	Total Basic and Special Services =	\$ 371,279	\$ 28,021	\$ 399,300

COMPENSATION

EXHIBIT B

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Three Hundred Seventy Nine Thousand Four Hundred Dollars (\$379,400).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Nineteen Thousand Nine Hundred Dollars (\$19,900).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	94	188
Professional 2	126	206
Professional 3	144	314
Professional 4	166	342
Professional 5	245	371
Professional 6	249	461
Construction Manager 1	123	173
Construction Manager 2	126	213
Construction Manager 3	159	213
Construction Manager 4	184	278
Construction Manager 5	220	324
Construction Manager 6	292	386
Construction Representative 1	83	98
Construction Representative 2	98	126
Construction Representative 3	134	202
Construction Representative 4	134	202
CAD Technician/Designer 1	90	130
CAD Technician/Designer 2	108	213
CAD Technician/Designer 3	141	270
Corporate Project Support 1	76	170
Corporate Project Support 2	87	249
Corporate Project Support 3	108	360
Intern / Coop	58	101

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	
	Small Format (per copy)	\$0.10	\$0.25	Valve Crew Vehicle (hour) \$75
	Large Format (per sq. ft.)			Pressure Data Logger (each) \$500
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Water Quality Meter (per day) \$100
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Microscope (each) \$150
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Guage (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2024.

360022024

Exhibit C
City of Celina
Water Master Plan and Water and Wastewater Impact Fee Update
Project Schedule

It is anticipated that this project will be completed within **12 months** of Notice to Proceed.

- Items that are beyond the control of FNI, such as the scheduling of public meetings, may impact the project schedule.

Exhibit D
City of Celina
Water Master Plan and Water and Wastewater Impact Fee Update
Summary of Deliverables

SUMMARY OF DELIVERABLES:

- Updated Water System Capital Improvements Plan
- Updated Calibrated Water Model
- Draft and Final Water Master Plan Report
- Draft and Final Water and Wastewater Impact Fee Report
- All electronic project files



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
Initiated
by:
Date: June 11, 2024
Re: Wastewater Master Plan Update

Action Requested:

Consider and act to approve a work authorization for design services from Garver, LLC., for Wastewater Master Plan update in an amount not to exceed \$438,654.00. (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 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 water 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, infrastructure construction costs have increased drastically since the current impact fee adoption. This increase has prompted the need to analyze and revise the impact fees to align with current construction costs.

The wastewater master plan must be revised to identify and prioritize existing infrastructure that needs to be expanded and new infrastructure that needs to be built. Once completed, all identified projects will be used to calculate the revised impact fees for adoption.

The City maintains an executed Master Agreement for Professional Services with this engineering firm for on-call services. The council authorized the agreement in 2022 for five years. Garver, LLC was selected as an approved provider.

Legal Review:

Contract has been previously reviewed and approved.

Supporting Documents:

1. Celina WW Master Plan Update - Garver

Financial Consideration:

Funding is available through the utility 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 Garver	MAPS Date:	10/10/2022
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In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **Garver, LLC.** ([Engineer](#) or [Consultant](#)); Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Name:	Celina Wastewater Master Plan Update		
Engineer Project #:	2400472	Work Authorization Date:	
Engineer:	Garver LLC		
Purchase Order#:		Project #:	
Engineer Representative	Lance Klement, PE	Owner Representative:	

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

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

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

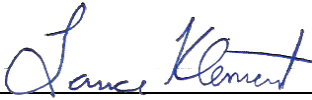
CITY OF CELINA

Signature

Printed Name & Title

Date

ENGINEER



Signature

Lance Klement, Senior PM

Printed Name & Title

5/31/2024

Date



EXHIBIT A – Scope of Work
Project No. 2400472 Celina Wastewater Master Plan Update

The City of Celina (“City”) selected Garver to assist with wastewater system planning and capital improvement plan development to support the City’s master planning and impact fee updates. These services do not include the Impact Fee Update, but will provide cost information to a separate consultant for conducting those calculations.

Generally, Garver will provide the following services in development of this Wastewater Master Plan Update:

- Project Management
- Population, Land Use, and Wastewater Load Projections
- Flow Data Analysis
- Hydraulic Modeling and System Evaluation
- Capital Improvement Plan and Master Plan Report

BASIC SERVICES

Task 1 - Project Management

Garver will provide project management services as need to successfully execute the project. The associated subtasks are summarized below.

1. Kick-off Meeting: Garver will attend one (1) kick-off meeting to discuss project objectives, internal and external team, lines of communication, and schedule.
2. Data Collection: Garver will collect and compile information from the City including previous reports, updated GIS files, recently completed wastewater system improvements, water usage data, and wastewater flow data.
3. Project Management and Quality Control Plans: Garver will prepare an overall project management plan (PMP) and quality control/assurance plan (QCP) to be used for all tasks.
4. Project Management Activities: Garver will conduct routine project management activities including monthly progress reports, project accounting, invoicing, and project coordination.

Task 2 – Wastewater Flow Projections

1. Review Historical Wastewater Flow Data: Garver will review historical wastewater flow data for the last five years, including flows to wastewater treatment plants, wholesale meter stations, and lift stations, as applicable. Garver will also evaluate geocoded water meter data for all sewered connections provided by the City for the last five years. Non-sewered connections and irrigation meters will be removed from the data set prior to transfer. Garver will evaluate historical wastewater flows for different land use/zoning classifications. Flow metering for existing lift stations is not included with this task.
2. Population and Land Use Projections: Garver will review available historical and future population, development, and land use information to project development for existing (2024), 5-year (2029), 10-year (2034), and buildout horizons.



3. Wastewater Flow Projections: Garver will calculate and spatially distribute projected wastewater flows for existing, 5-year, 10-year, and buildout horizons based on selected design criteria and land use assumptions.

Task 3 – Flow Data Analysis

1. Flow Data Analysis and Evaluation: Garver will evaluate existing flow meter data to quantify base average dry weather flow, peak dry weather flow, and peak wet weather flow rates; quantify infiltration and inflow (I/I) from each sewer basin; and update recommendations for I/I allowances.
2. I/I Characterization and Ranking: Garver will compare temporary flow and rainfall monitoring data to determine the amount of I/I experienced during selected storm events. Garver will characterize and rank the basins based on the amount of I/I entering the collection system. Garver will provide recommendations for areas to perform sanitary sewer evaluation survey (SSES) and/or rehabilitation work. Execution of field work for SSES and/or rehabilitation is not included in this scope of services.

Task 4 – Hydraulic Modeling and System Evaluation

1. Hydraulic Model Update: Garver will update existing wastewater collection system hydraulic model in InfoWorks ICM SE software. Garver will update the model with all wastewater gravity mains, lift stations, force mains, siphons, and diversions in the City's GIS database. Garver will review lift station operational data and as-built drawings provided by the City to obtain physical data and develop operational controls.
2. Sewer Basin Delineation and Subcatchment Development: Garver will review and update the sewer basin delineation using GIS shapefiles and digital elevation information. Garver will develop sewer sub-basins representing meter areas and geographical areas within each sewer basin. Garver will allocate sewer sub-basins to the most upstream sewer manhole that the sub-basin flows into.
3. Field Investigation and Verification: Garver will identify areas for the City staff to investigate missing information during the model update and review process, including areas where verification of flow direction is necessary and where as-built information is not available. It is anticipated that City staff will complete the investigations and provide the requested information to Garver.
4. SCADA Data Evaluation: Garver will work with the City to collect and analyze all available SCADA data related to the wastewater collection system. The data will be used during the dry and wet weather calibration to verify that the model reflects the existing wastewater collection system.
5. Update Model Wastewater Flows: Garver will use the geocoded water billing data and future flow projections to assign flows to the subcatchments for the wastewater system analysis. Garver will assign dry weather diurnal patterns to each subcatchment based on the flow meter basins and land use type.
6. Evaluation and Design Criteria for System Improvements: Garver will evaluate and recommend wastewater system planning criteria, including design flows, design storm, minimum and



maximum velocities, TCEQ requirements, and surcharging guidelines.

7. **Model Update and Review Workshop:** Garver will conduct a workshop with the City to review the results of the wastewater model update and calibration and finalize evaluation and design criteria for the system evaluation.
8. **Existing System Evaluation:** Garver will model the existing collection system using the calibrated hydraulic model under dry weather and wet weather design storm conditions. Garver will identify existing surcharge and overflow locations, as well as other capacity-related issues. Garver will also identify other system deficiencies such as inadequate slopes/velocities, excessive force main velocities, and insufficient lift station capacity.
9. **Buildout System Modeling:** Garver will complete hydraulic modeling for buildout conditions. Garver will develop and size infrastructure improvements to eliminate overflows and excessive surcharging in the collection system. Garver will develop improvements for gravity mains, lift stations, force mains, special structures, and wastewater treatment facilities, as necessary.
10. **Phasing of Wastewater System Improvements:** Garver will use the interim 5-year and 10-year horizons to determine phasing of wastewater system improvements based on the overall set of improvements identified in the buildout evaluation. Garver will use dry and wet weather system evaluations to prioritize projects.
11. **WWTP Capacity Evaluation:** Garver will identify, evaluate, and provide recommendations regarding the ability to meet the existing and projected wastewater treatment needs of the service area. This subtask will build upon Task III.
12. **Wastewater System Improvements Workshop:** Garver will conduct a workshop with the City to review and discuss proposed wastewater system improvements, phasing, and prioritization.

Task 5 – Capital Improvements Plan and Master Plan Report

1. **Draft Capital Improvement Plan (CIP):** Garver will develop a comprehensive Wastewater Capital Improvements Plan based on capacity needs for the existing, 5-year, 10-year, and buildout planning horizons. Planning level cost estimates for each proposed project will be developed in Year 2024 dollars including engineering and contingencies. Large-scale, city-wide maps will be produced showing proposed projects and phasing. Garver will also prepare a detailed description and justification for each project.
2. **Draft Master Plan Report:** Garver will prepare a Wastewater Master Plan Report summarizing development and wastewater flow projections, model update and calibration, existing and future system analysis, and CIP development.
3. **Final Capital Improvement Plan (CIP):** Garver will revise the CIP and associated documents based on comments from the City.
4. **Final Master Plan Report:** Garver will revise the Wastewater Master Plan Report based on comments from the City.

SPECIAL SERVICES (EXTRA WORK)



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

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

1. Population projections beyond receiving development takedown schedules.
2. Facility condition assessment, including CCTV inspection and/or manhole inspection.
3. Field survey.
4. Lift station drawdown tests.
5. Sanitary sewer evaluation survey.
6. Design services of any kind.
7. Impact fee calculations.
8. Submittals or deliverables in addition to those listed herein.



EXHIBIT B – Compensation

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

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1 – Project Management	\$38,668	Lump Sum
Task 2 – Flow Projections	\$40,336	
Task 3 – Flow Monitoring and Data Analysis	\$195,336	
Task 4 – Hydraulic Modeling and System	\$99,866	
Task 5 – CIP and Master Plan Report	\$64,448	
TOTAL FEE	\$438,654	Lump Sum

The total amount to be paid under this agreement is **\$438,654**.

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 – Schedule

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

Task Description	Calendar Days
Task I – Project Management	Concurrent with other tasks
Task II – Population, Land Use, and Wastewater Load Projections	90 days from Notice to Proceed
Task III – Flow Monitoring and Data Analysis	90 days from Notice to Proceed
Task IV – Hydraulic Modeling and System Evaluation	150 days from Notice to Proceed
Task V – Capital Improvement Plan and Master Plan Report	210 days from Notice to Proceed



Exhibit D – Deliverables

The following deliverables are anticipated with this work order:

1. Progress reports and invoices.
2. Kickoff Meeting with Owner
3. Flow Projection TM
4. Flow Modeling TM
5. Draft Wastewater Master Plan Report and CIP
6. Final Wastewater Master Plan Report and CIP



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Parks
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Jeff Davis, Assistant Parks Director
CC: Karla Stovall, Assistant City Manager
Initiated
by:
Date: June 11, 2024
Re: Collin County PFAP Application

Action Requested:

Consider and act on a Resolution approving the proposed Wilson Creek Park for submittal to Collin County Parks and Open Space Project Funding Assistance Program and providing for an effective date. (Davis)

Background Information:

The City is seeking funds through the Collin County Parks and Open Space Project Funding Assistance Program. The purpose of the grant program is to fund improvements to parks and/or open space in Collin County. We will be requesting \$550,000 with a match of \$550,000 for a total project cost of \$1,100,000 to develop the natural and/or DG trails along Wilson Creek Corridor in Wilson Creek Park. If awarded this portion of the project will be included in phase 1 of Wilson Creek Park.

Collin County has established the grant program priorities. They include:

1. Land Acquisition for Parks and Open Space
2. Regional Trail Connector or Trail Project
3. Facilities (Capital) Improvements to Parks and Open Space

Awards are expected to be made in October–December 2024.

Legal Review:

Legal has reviewed the Resolution.

Supporting Documents:

1. Collin County PFAP Application Resolution Final

Financial Consideration:

For every dollar the City is awarded by the County, the City will match. With a maximum matching share of \$550,000.

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA DESIGNATING THE CITY MANAGER TO ACT AS REPRESENTATIVE ON BEHALF OF THE CITY OF CELINA FOR THE PURPOSE OF PARTICIPATING IN COLLIN COUNTY'S PARKS AND OPEN SPACE PROJECT FUNDING ASSISTANCE PROGRAM; CERTIFYING THAT THE CITY IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE CITY'S MATCHING SHARE IS READILY AVAILABLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City") is a home-rule municipality pursuant to Section 5, Article XI of the Texas Constitution and exercises powers granted by the Texas Constitution and the City's Charter; and

WHEREAS, the City desires to submit an application for grant funds to the Collin County Parks and Open Space Project Funding Assistance Program (the "Program"); and

WHEREAS, the City is desirous of authorizing an official to represent and act on behalf of the City in all regards concerning the Program;

WHEREAS, Section 4.03 of the City Charter grants the City Manager the power and duty to perform such other duties as may be required by ordinance or resolution of the City Council; and

WHEREAS, the City Council of the City (the "City Council") finds and determines it prudent and necessary to authorize the City Manager to act as representative for the City in all regards to the Program; and

WHEREAS, the City Council finds and determines that the City is fully eligible to receive assistance under the Program and certifies that City funds required as a matching share under terms of the Program are readily available; and

WHEREAS, the City Council now authorizes the City Manager to execute all documents necessary to proceed with application for the Program.

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

SECTION 1: Recitals Incorporated. The findings recited above are incorporated as if fully set forth in the body of this Resolution.

SECTION 2: Authorization to Represent. The City Council hereby authorizes the City Manager to act as representative for the City in all regards to the Program, including but not limited to, proceeding with application for assistance and all actions necessary if the City is awarded the Program.

SECTION 3: Certification of City Eligibility and Matching Share Funds. The City Council hereby finds and determines that the City is fully eligible to receive assistance under the Program and certifies that City funds required as a matching share under terms of the

Program are readily available.

SECTION 4: Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED THIS 11TH DAY OF JUNE, 2024

Ryan Tubbs, Mayor

Lauren Vaughns, TRMC, City Secretary



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Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee, Director of Development Services
CC: Kimberly Brawner, Assistant City Manager
Initiated
by:
Date: June 11, 2024
Re: Master Fee Chart Revision - Commercial Water Rates

Action Requested:

Consider and act upon an Ordinance amending the Master Fee Chart. (Master Fee Chart Revision – Commercial Water Rates) (McAfee)

Background Information:

The City's Master Fee Chart is reviewed and updated annually, or as-needed based upon State Law or internal policy changes. The last annual update was approved by City Council in November 2023.

Staff is proposing to add base rates for two new meter sizes for commercial water service. Currently, base rates have been established for meters between $\frac{3}{4}$ " and 4". Methodist Hospital has installed 8" water meters, and staff anticipates additional installations of 6" and 8" meters for future commercial development. Therefore, the request is to establish base service rates for both 6" and 8" meters. Customers will pay the base rate plus the standard per-gallon commercial use rate. Rates for 6" and 8" meters were included in the 2020 Water and Wastewater Impact Fee Report, but had not yet been incorporated in the Master Fee Chart. The City is not changing or increasing any existing water rates but is establishing new base service charges for the new meter sizes.

The proposed base rates have been calculated based on the City's existing rate structure and using comparative data with surrounding cities. This ensures that the customers will pay for their impact to the water system, and that the rates are similar to other comparable regional cities.

Legal Review:

N/A

Supporting Documents:

1. Proposed Redline
2. Draft Ordinance

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.

Proposed Redline

Pages 12 and 13 – Changes are in red.

Water Rates – Commercial		
Inside City (W3) – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾"	\$29.50	\$29.50
1"	\$51.63	\$51.63
1-½"	\$103.27	\$103.27
2"	\$165.22	\$165.22
3"	\$247.83	\$247.83
4"	\$413.05	\$413.05
6"	-	\$843.13
8"	-	\$1,636.58

CITY OF CELINA, TEXAS

ORDINANCE 2024-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S MASTER FEE CHART (APPENDIX A); PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

WHEREAS, the City Council is empowered to recover costs through the collection of various fees;

WHEREAS, it is in the best interest of the public health, safety, and welfare that the City's fee schedule be revised.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety, and welfare.

SECTION 3
AMENDMENTS

- 3.01 That the City of Celina Code of Ordinances, Appendix A: Master Fee Chart, is hereby amended, in part, to read as contained in the attached Exhibit A.
- 3.02 All other articles, chapters, sections, paragraphs, sentences, phrases, and words are not amended and are hereby ratified and affirmed.

SECTION 4
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting utility rates and fees which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6
SEVERABILITY

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

SECTION 7
PENALTY

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. 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 Five Hundred Dollars (\$500) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

SECTION 8
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date Clause of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 11th day of June, 2024.

Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

Lauren Vaughns, City Secretary

[SEAL]

CITY OF CELINA MASTER FEE CHART

UPDATED JUNE 2024



Life Connected.

MASTER FEE CHART

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MASTER FEE CHART

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

MASTER FEE CHART

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

MASTER FEE CHART

New Commercial & Multi-Family	
Application	\$225
Plan Review	50% of building permit fee for projects valued at \$3,000,000 or less, 25% of permit fee for projects valued greater than \$3,000,000, or amount as required by 3 rd party review
Fourth (or more) Plan Review Fee	\$1,000 + \$1,000 for each additional round
Revised Plan Check Fee	50% of original plan review fee
Minor Plan Revision	\$500
Paid Same Day Inspection	\$150 (before 8AM)
Unauthorized Cover-Up/ Skipped Inspection	\$500 (doubles for every offense on same project)
Commercial Building Permit	Current ICC sf construction costs table fee for appropriate construction type (gross area X sf construction cost X permit fee multiplier (.0075) = permit fee
Multi-Family Building Permit	\$0.90 per sf under roof
Re-Inspection	\$100 per each inspection after 2 nd failed inspection
Building Fee (M.E.P.)	\$0.06 per square foot (minimum \$100)
Outdoor Warning Device	\$14 per unit
T-Pole	\$150
Building Activity	\$500 per building
Technology	\$50 (per multi-family unit)
Parkland Dedication Fee	\$500 per unit (when applicable)
Park Improvement Fee	\$1,000 per unit (when applicable)
Certificate of Occupancy (CO)	\$250
Temporary CO	\$300 every 30 days
Impact Fees (water, sewer, roadway)	See Impact Fee chart

MASTER FEE CHART

Tenant Finish-Out & Remodel Miscellaneous Commercial & Multi-Family	
Application	\$200
Plan Review	50% of building permit fee for projects valued at \$3,000,000 or less, 25% of permit fee for projects valued greater than \$3,000,000, or amount as required by 3rd party review
Fourth (or more) Plan Review	\$500 (escalates by \$100 each time thereafter)
Minor Plan Revisions	\$500 (50% of original plan review fee for major revisions)
Paid Same Day Inspection	\$150 (before 8AM)
Commercial Building Permit	\$8 per \$1,000 in value (\$200 minimum)
Multi-Family Building Permit	\$0.44 per square foot
Building Fee (M.E.P.)	\$0.06 per square foot (\$75 minimum)
Clean & Show/ Meter Release	\$75
Demolition	\$100
Re-Roof	\$100 permit (per building)
Commercial Pool	\$500 + trades minimum
Curb Cut / Driveway / Flatwork	\$100
Retaining Wall/Screen Wall/ Fence	\$6 per \$1,000 valuation (\$100 minimum)
T-Pole	\$150
Temporary Trailer	\$200 + trades minimum
Temporary Batch Plant	\$350
Unauthorized Cover-up/ Skipped Inspection	\$250 (doubles for every offense on same project)
Refund Policy	80% the permit fee (only when no work has been done); 50% when work has been done
Re-inspection Policy	\$100 per inspection
Working without a Permit	Double the permit fee
After Hours Inspection	\$80 per hour (4-hour minimum)
Certificate of Occupancy (CO)	\$125
Temporary CO	\$300 every 30 days (escalates)

MASTER FEE CHART

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

MASTER FEE CHART

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

MASTER FEE CHART

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

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

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

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

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

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Utility Rates & Charges		
Water Deposits		
Residential	\$200 each living unit	
Business - Fewer than 5 employees	\$150	
Business - 5+ employees	\$200	
Cleaners/Laundromats	\$250	
Grocery Store - Minor	\$250	
All Two-Inch Meters	\$250, plus \$100 for each inch over 2"	
Water Rates - Residential		
Inside City (W1) - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾"	\$24.56	\$24.56
1"	\$41.30	\$41.30
1-1/2"	\$82.61	\$82.61
2"	\$132.18	\$132.18
Inside City (W1) - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	\$5.37	\$5.37
10,001-20,000	\$8.13	\$8.13
20,001-30,000	\$9.57	\$9.57
30,001 & above	\$13.81	\$13.81
Outside City (W2) - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾"	\$36.84	\$36.84
1"	\$61.95	\$61.95
1-1/2"	\$123.92	\$123.92
2"	\$198.27	\$198.27
Outside City (W2) - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	\$8.05	\$8.05
10,001-20,000	\$12.19	\$12.19
20,001-30,000	\$14.35	\$14.35
30,001 & above	\$20.72	\$20.72
Water Rates - Commercial		
Inside City (W3) - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾"	\$29.50	\$29.50
1"	\$51.63	\$51.63
1-1/2"	\$103.27	\$103.27

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2"	\$165.22	\$165.22
3"	\$247.83	\$247.83
4"	\$413.05	\$413.05
6"	-	\$843.13
8"	-	\$1,636.58
Inside City (W3) - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	\$5.37	\$5.37
10,001-20,000	\$8.13	\$8.13
20,001-30,000	\$9.57	\$9.57
30,001 & Above	\$13.81	\$13.81
Outside City (W4) – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾"	\$44.25	\$44.25
1"	\$77.45	\$77.45
1-1/2"	\$154.90	\$154.90
2"	\$247.84	\$247.84
3"	\$371.74	\$371.74
4"	\$619.58	\$619.58
Outside City (W4) – Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	\$8.05	\$8.05
10,001-20,00	\$12.19	\$12.19
20,001-30,000	\$14.35	\$14.35
30,001 & Above	\$20.72	\$20.72
Temporary Water Service: Temporary water service may be established at a residential structure for cleaning at the rate of \$15.00 per day, which includes services for seven (7) days or less for up to two-thousand gallons. The temporary connection service may be renewed in seven-day increments to a maximum of twenty-eight (28) consecutive days. Water consumed over two-thousand gallons will be billed at the regular volumetric rates. Bulk water sales: Bulk water sales via a fire hydrant connection will be billed at the most current commercial rate. Anyone caught obtaining water without permission will be charged with a criminal offense. New Home Builder Service: New homes that are under construction will be charged at monthly fee of \$100.00 per month during construction in lieu of standard billing rates. After a Certificate of Occupancy is issued on a new home, the City's standard rate structure will apply.		
Waste Water - Residential		
Inside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾"	\$25.54	\$25.54
1"	\$45.90	\$45.90

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1-1/2"	\$85.66	\$85.66
2"	\$146.85	\$146.85
Inside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
Minimum - 5,000	\$6.37	\$6.37
5,001-Above	\$7.88	\$7.88
Gallon Allowance	1,000	0
Outside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	\$38.32	\$38.32
1"	\$68.84	\$68.84
1 1/2"	\$128.49	\$128.49
2"	\$220.27	\$220.27
Outside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
Minimum-5,000	\$9.55	\$9.55
5,001-Above	\$11.82	\$11.82
Gallon Allowance	1,000	0
Waste Water - Commercial		
Inside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	\$30.59	\$30.59
1"	\$57.37	\$57.37
1 1/2"	\$107.08	\$107.08
2"	\$183.56	\$183.56
3" (added 12/13/22)	\$256.96	\$256.96
4"	\$458.90	\$458.90
6" (added 12/13/22)	\$917.80	\$917.80
8" (added 12/13/22)	\$1,835.60	\$1,835.60
Inside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001 & above	\$6.94	\$6.94
Outside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
3/4"	\$45.89	\$45.89
1"	\$86.06	\$86.06
1 1/2"	\$160.63	\$160.63
2"	\$275.34	\$275.34
4"	\$688.36	688.36
Outside City - Volume Rate/1,000 gallons		

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	Effective Jun-22	Effective Jun-23
2,001 & Above	\$10.41	\$10.41
Municipal Drainage Utility System Fees		
The drainage utility fee set forth in this section shall be collected through the city’s bill for public utilities pursuant to the act		
Impervious Area: Fee Assessed		
• Drainage utility fees shall be charged based on a property’s contribution to the public drainage utility system. The contribution shall be based on the impervious area for the property. • The drainage utility fee, payable monthly, shall be established with respect to all property within the City according to the following schedule		
Single-Family Residential		
Tier 1 (smallest 20%, 0 – 3,750 sf IA)	\$4.90	
Tier 2 (middle 60%, 3,750–6,400 sf IA)	\$7.90	
Tier 3 (largest 20%, > 6,400 sf IA)	\$13.25	
Non Single-Family Residential		
Monthly Rate per ERU	\$7.75	
*ERU (Equivalent Residential Unit) = 5,000 sf impervious area. A minimum charge of one (1) ERU shall be applied to each nonexempt non-single family residential developed property, regardless of classification.		
Impervious Exemptions		
• Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the city in which the property is located for maintenance; • A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the city; • Property with proper construction and maintenance of a wholly sufficient and privately-owned drainage system; ○ State property; ○ City property; ○ County property; ○ School district property; ○ Tax-exempt religious institution property; and Public or private institutions of higher education property.		

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Service Fees							
Garbage Collection (Residential / Senior Citizen) + 8.25% Sales Tax							
Effective	11/18/2022				11/18/2023		
Trash	\$16.30 / \$15.40				\$17.74 / \$16.76		
Recycling	\$3.65 / \$3.65				\$3.97 / \$3.97		
Extra Cart	\$9.75				\$10.75		
Garbage Collection (Mustang SUD Customers) + 8.25% sales tax							
Effective	11/18/2022				11/18/2023		
Trash	\$16.30				\$17.74		
Recycling	\$3.65				\$3.97		
Extra Cart	\$9.75				\$10.75		
Commercial Frontload Rate Schedule							
Size/ Frequency	Lifts						
	1	2	3	4	5	6	Extra Lift
2 Cubic Yd	\$98.93	\$202.55	\$273.02	\$279.44	\$296.91	\$302.84	\$70.22
3 Cubic Yd	\$138.06	\$306.51	\$381.03	\$409.14	\$434.71	\$443.40	\$81.91
4 Cubic Yd	\$182.95	\$368.18	\$504.97	\$514.94	\$547.12	\$558.07	\$93.59
6 Cubic Yd	\$205.67	\$410.53	\$567.66	\$578.50	\$707.05	\$806.03	\$128.69
8 Cubic Yd	\$251.38	\$452.45	\$694.30	\$925.68	\$1,256.73	\$1,389.21	\$140.37
Container with Gates			\$7.01				
Containers with Casters			\$14.02				
Containers with Locks			\$13.67				
Commercial Cart 1x Week			\$36.27				
Commercial Cart 2x Week			\$46.07				
Commercial Recycle Cart			\$3.76				
Additional Cart			\$27.75				
Roll off Rate Schedule (20, 30, 40 Cubic Yard) Per Ton							
Haul				\$558.81			
Delivery				\$147.07			
Daily Rent				\$5.89			
Monthly Rent				\$176.71			
Disposal Per Ton				\$50.99			
Disposal Load				\$300.00			
Relocation				\$99.35			
Downtown Compactors (City Owned)							
		Monthly (1 pickup/week)			Monthly (2 pickup/week)		
Tier 1 - Service Company		\$50			\$80		
Tier 2 - Service Company		\$150			\$250		

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

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

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

Review Fees for Permits - Individual wastewater discharge permit

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

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

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Races (walk/run/other)	
Site Restoration Fee	0 – 250 participants (\$250) 251 – 500 participants (\$400) 501 – 1,000 participants (\$600)
Old Celina Park (facility rental fee)	\$1,100 (4 hours)
Downtown Pavilion Wedding Rental	
\$500 - please note that the City entered into an exclusivity agreement with Two29 On The Square and S&S Events Rentals, requiring all interested parties to book this City facility through that license.	
Special Events	
Special Events Permits	\$100 – Tier 1 \$175 – Tier 2 \$250 – Tier 3 \$350 – Tier 4
Film Friendly	
Minor Application	\$100
Major Application	\$300
Library Fees	
Replacement Library Cards	\$1
Damaged Audio/Visual Cases	\$3
Lost or Damaged Material	Replacement cost of the item documented in the library database record
Copies & Printing	\$0.10 per page
Fax (sending and receiving)	\$1 for first page and \$0.50 for each additional page
*Library material that is 60 days or more overdue is considered lost, and the replacement cost of the item is added to the borrower's record.	
Miscellaneous Fees	
Copies of fire and police reports and other special documents	Charges to recover costs associated with public information requests related to fire and police shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
	Copies of special documents for police reports shall be assessed in accordance with the Texas Transportation Code (550.065) Release of Certain Information Relating to Accidents.

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Copies of public information	Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
Fingerprinting Fee	\$25
Garage Sale Permit	\$10 per event held
Animal Control Related Fees	Animal control related fees shall be in accordance with the Collin County Animal Services and City of Celina Interlocal Agreement, as amended.
Financial Statements or Year-End Audits	\$10
Code of Ordinances	\$100
Comprehensive Plans with Maps	\$200



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
Initiated Daniel Galizia
by:
Date: June 11, 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 consists of insurance reimbursement and repairs to a damaged fire vehicle, grant funds received and expensed, storm damage repairs, HVAC contract expenditures, funding for impact fee study, carry-forward of prior year capital projects and appropriations for the FY 2024 bond sale for governmental and utility capital projects.

Bond funds will not be expended until the City Council approves capital projects and the associated design and construction contracts. The FY 2024 bond sale identified the following projects:

Roads	Sewer	Building
Annual Street Maintenance	Legacy Hills WWTP Expansion to 2.0 MGD	General Land Acquisition
S New Mexico - Ash to Elm	UTRWD Doe Branch Interceptor	Government Center & Parking
Coit Rd - Vest to Amavi	Ramble Sewer - Phase 1	Public Works Service Center I
Choate Pkwy - Kinship to Roseland	Sunset - Preston to Coit	Parks Administration Building
Sunset - Preston to Coit		
Arizona - Walnut to Pecan	Parks	Information Technology
	Rowdy Park Construction	Fiber Line - Public Works to P
Drainage	Ousley Trail & Stream Restoration	
Arizona & Colorado - Cedar to Ash	Koch Park Land Purchase	Fine Arts
	Choate Pkwy Median	Fine Arts Allocation
Water	Fire & Emergency Management	Total Projects
Frontier Pkwy - Preston Hills to Coit	Emergency Sirens	General Government
SE Pump Station	Station #4 Design	Utility
CCN Acquisition from Marilee	Station #1 Upgrade	
Downtown Water Improvements		
Legacy Rd 24" Line Design		
Groundwater Study		
2024 Lead-Copper Line Replacement		
DNT 12" Line Design		

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 June 11, 2024

Financial Consideration:

Increase in revenue and expense appropriations to FY24 Budget.

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 11th day of June 2024.

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

Meeting date: June 11, 2024
FY 2024 Budget Amendment Detail

Budget Change # _____			
Account #	Account Name	Description	Adjustment
624-400-000-4729	2024 Bond Proceeds	Series 2024 Bond Proceeds for Governmental Projects	(125,000,000)
624-102-000-8502	Construction	Building Projects	80,500,000
624-102-000-8502	Construction	Fine Arts Projects	1,875,000
624-103-000-8502	Construction	IT Projects	1,000,000
624-110-000-8502	Construction	Fire Projects	2,900,000
624-111-000-8502	Construction	Roadway Projects	21,225,000
624-113-000-8502	Construction	Park Projects	17,500,000
724-400-000-4729	2024 Bond Proceeds	Series 2024 Bond Proceeds for Utility Projects	(16,000,000)
724-117-000-8502	Construction	Water	12,480,000
724-118-000-8502	Construction	Sewer	2,300,000
724-124-000-8502	Construction	Drainage	1,220,000
102-31-3050	Fund Balance	Storm Related Repairs to City Signage	(250,000)
102-111-000-6323	Street & Traffic Signs	Storm Related Repairs to City Signage	250,000
102-31-3050	Fund Balance	Prior Building Damage Repairs and HVAC Contract	(75,000)
102-102-000-6200	Contract Services	Prior Building Damage Repairs and HVAC Contract	75,000
115-400-000-4501	Grant Revenue	Grant Revenue for Bookmobile	(55,236)
115-105-000-6840	Capital Vehicle	Expense for Bookmobile	55,236
206-31-3050	Fund Balance	Carry forward of prior year capital projects and new impact fee study	(3,030,000)
206-117-000-8502	Construction	Carry forward of prior year capital projects and new impact fee study	3,030,000



Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee, Director of Development Services
CC: Kimberly Brawner, Assistant City Manager
Initiated by: Kari White
Date: June 11, 2024
Re: Willard Tract - Development Agreement

Action Requested:

Conduct a public hearing to consider and act upon a Development Agreement on approximately 66 acres; generally located at the northwest corner of Oklahoma Drive and Glendenning Parkway, within the City Limits. (Willard Cattle – Development Agreement) (McAfee)

Background Information:

This request is for a Development Agreement on approximately 66 acres, generally located at the northwest corner of Oklahoma Drive and Glendenning Parkway. In 2004, the subject property was annexed into the City Limits and split-zoned Mixed Use-2 District (MU-2) (~33 acres) and Light Industrial District (I-1) (~33 acres). In May 2022, the Planning & Zoning Commission denied a proposal to rezone the entire tract to Mixed-Use District (MU) due to traffic concerns. The property owner approached the City of Celina about developing this tract per current zoning allowances, and the City met with the developer in July 2022. Staff directed the developer to submit a Traffic Impact Analysis (TIA) to evaluate their proposed development and its impact on the adjacent roadway network.

The developer submitted the first TIA in April 2023. Staff reviewed the TIA and disagreed with the engineer's initial recommendations. Staff requested the developer consider alternative roadway designs, including a roundabout at the intersection of Oklahoma Drive and Ash Street and/or the construction of Sunset Boulevard between Oklahoma Drive and Preston Road. The developer resubmitted the TIA with the requested modifications in May 2023. The recommendations proposed by the developer and the impact on the adjacent roadway network were still not acceptable to Staff. After evaluating various alternatives with the developer, Staff requested that the developer reduce the density of the proposed development and re-evaluate the site due to the negative impact on the adjacent roadway network. Staff and the developer then met monthly to

determine possible solutions.

While the developer was working on a site redesign, Staff contracted with Westwood to consider alternative alignments of Oklahoma Drive due to the current congestion at Preston Road (SH 289) and Oklahoma Drive (B 289). Because these roadways are under Texas Department of Transportation (TxDOT) jurisdiction, Staff met with the TxDOT Collin County area office and TxDOT Dallas district representatives to propose alternate alignments. During this period, the developer and Staff met multiple times regarding various possible alignments in Oklahoma Drive. Because Glendenning Parkway is scheduled to become the future alignment of FM 428, TxDOT has given its preliminary approval for the proposed realignment of Oklahoma Drive (B 289). Final approval cannot be obtained until construction plans are submitted to TxDOT.

The proposed development agreement includes the following elements:

- The Master Thoroughfare Plan will be revised to reflect the realignment of Oklahoma Drive through the site.
- The property owner dedicates the required right-of-way for Oklahoma as part of their development.
- The developer constructs the road through the subject property as the property develops. Any oversizing of Oklahoma Drive will be paid per the current roadway impact fee study and TxDOT requirements.
- The existing land uses are shifted due to the realignment of Oklahoma Drive.
- The multi-family density decreases from over 1,600 possible units to a maximum of 625 units.
- The light industrial, commercial, office and retail entitlements remain.
- One climate-controlled self-storage facility and gas station are allowed by right within the development.

Staff presented the proposed concept at the regular Planning & Zoning Commission meeting on April 18, 2024. The Commission recommended approval of the proposed concept plan which included the Oklahoma Drive realignment and a reduction in multi-family density.

Legal Review:

The item has been reviewed by the City Attorney.

Supporting Documents:

1. Location Map
2. Staff Presentation
3. Development Agreement

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.

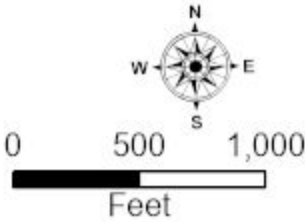


Legend

-  Subject Property
-  City Limits
-  Roads
-  Parcels

**Willard Cattle - DA
Location Map
City of Celina**

3/27/2024

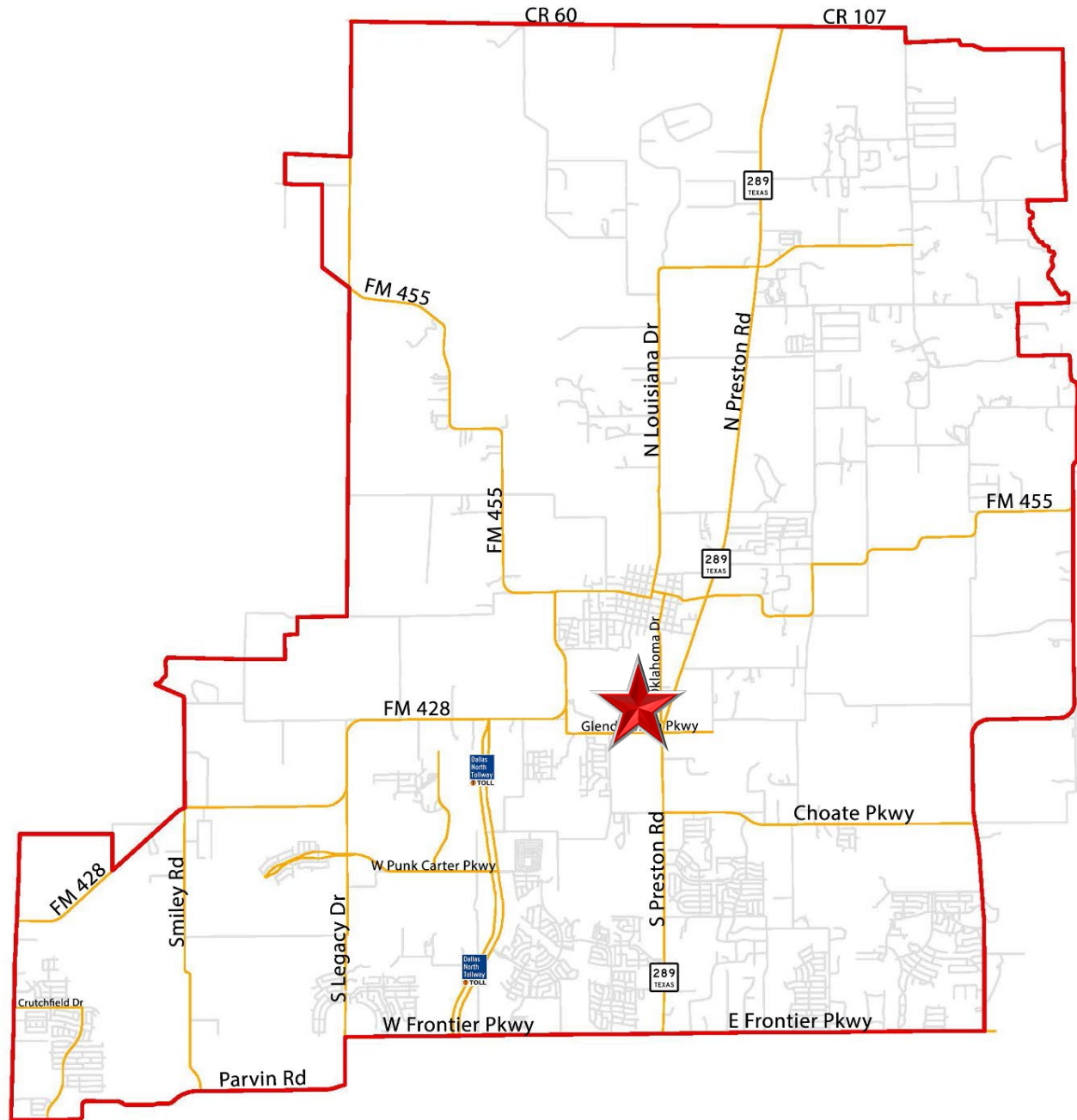


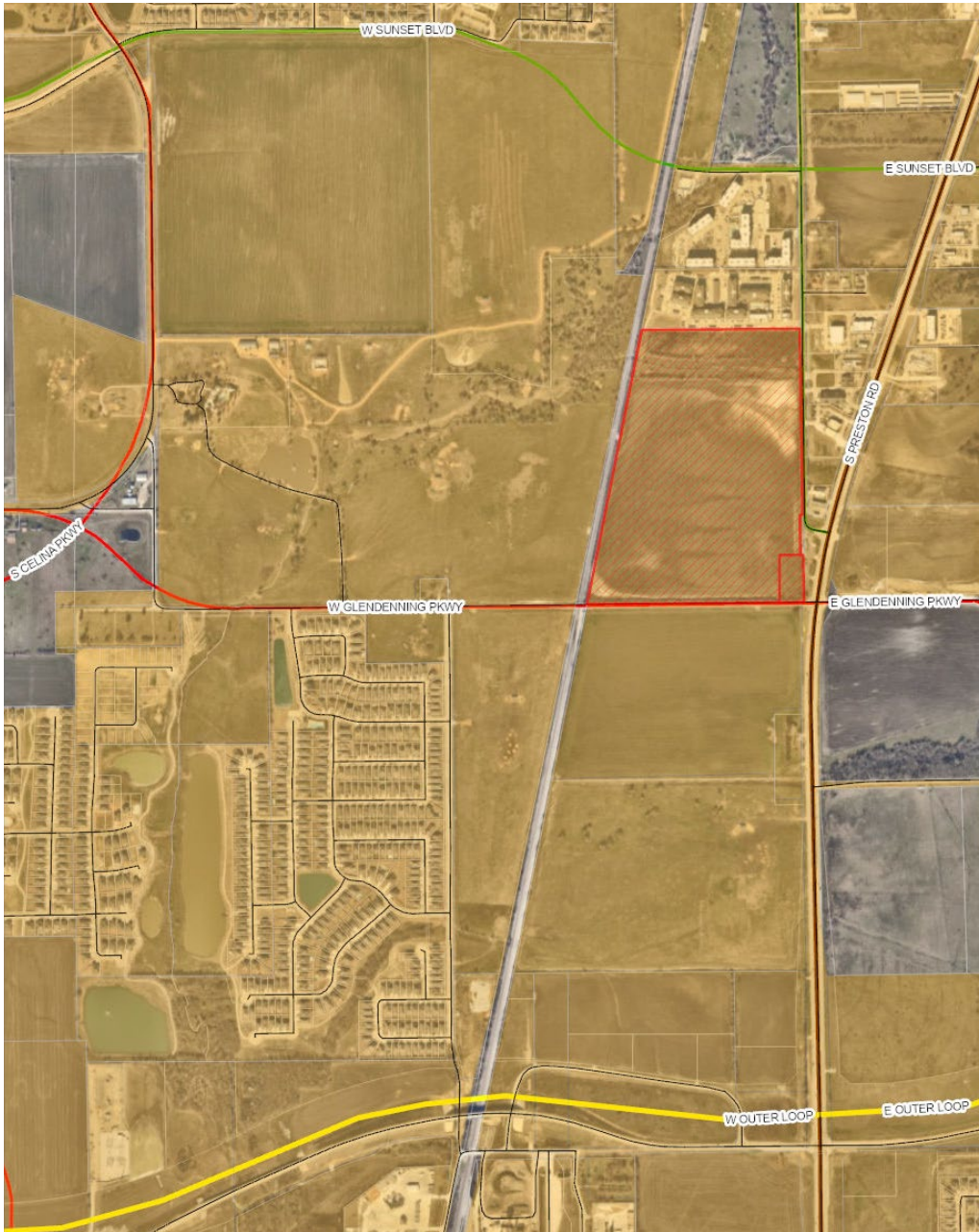
WILLARD CATTLE (OKLAHOMA DRIVE REALIGNMENT)

Development Agreement

City Council
June 11, 2024







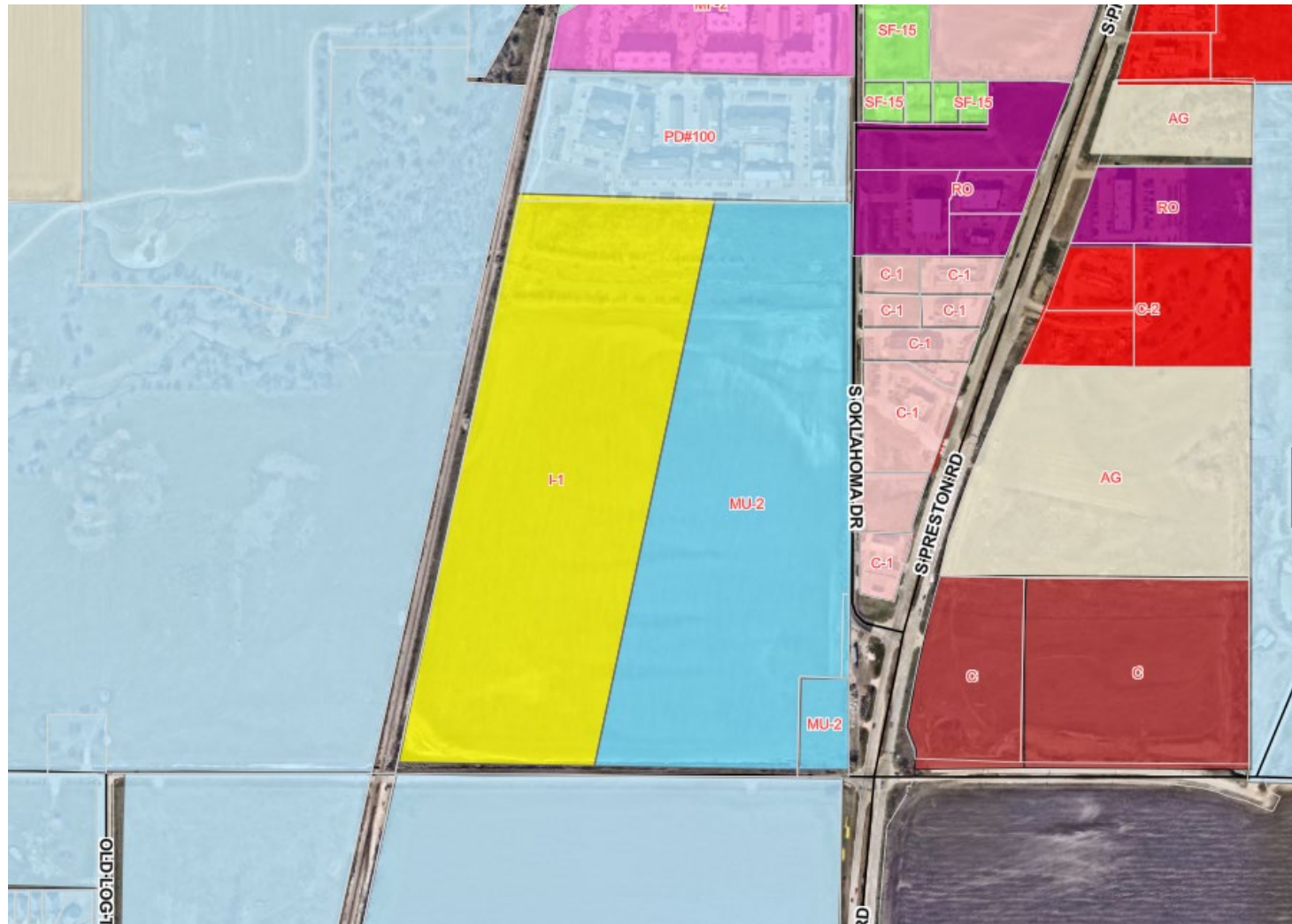
LOCATION MAP

The subject property is generally located at the northwest corner of Oklahoma Drive and Glendenning Parkway

BACKGROUND

- The subject property is approximately 66 acres and was annexed into City Limits in 2004
- The property is zoned Mixed Use-2 District (MU-2) (~33 acres) and Light Industrial District (I-1) (~33 acres)
- In early 2022, the Planning & Zoning Commission denied a proposal to rezone the entire tract to Mixed-Use District (MU) while retaining some light industrial entitlements, primarily due to traffic concerns and neighbor opposition

CURRENT ZONING

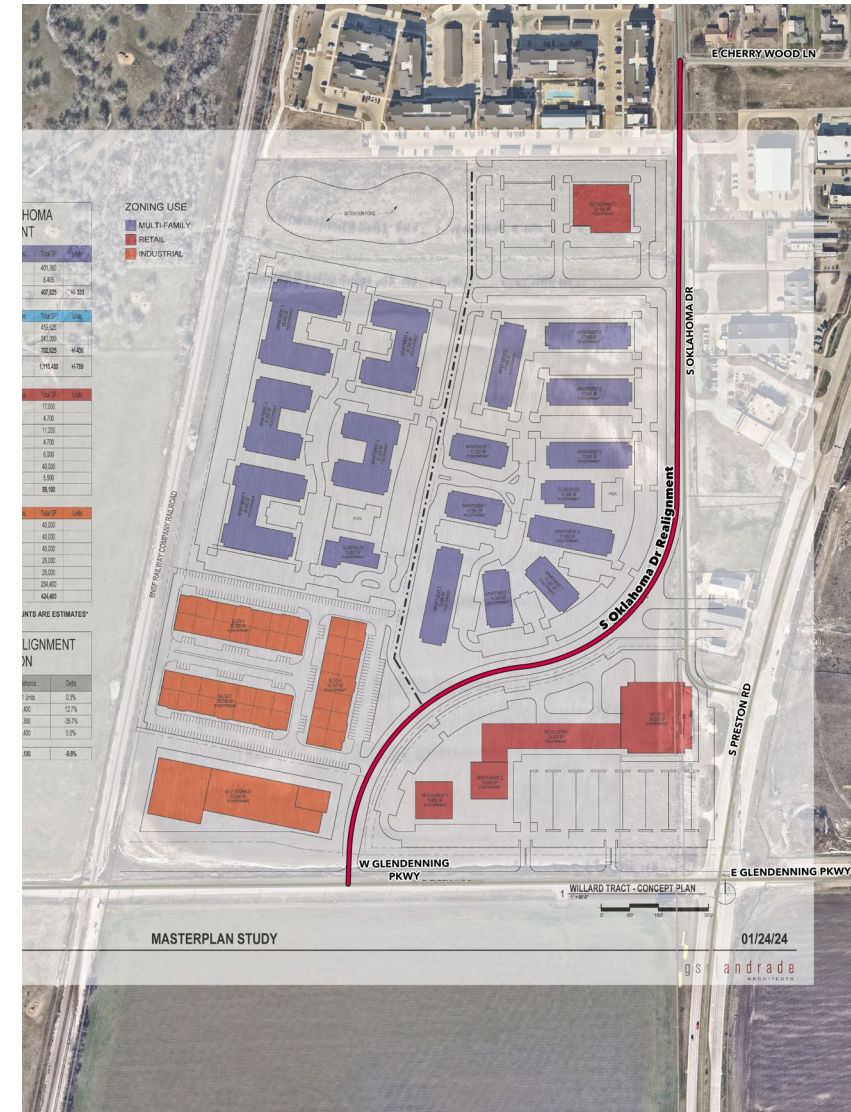


BACKGROUND

- The applicant has since completed a Traffic Impact Analysis (TIA), which confirmed that the current configuration of Oklahoma Drive does not support increasing traffic volumes
- The applicant worked with Engineering staff to realign Oklahoma Drive through the site to Glendenning Parkway, which improves the traffic situation for the larger area
- Due to the proposed realignment, the existing zoning requires adjustments to keep the Oklahoma Drive realignment project whole
- Engineering, the applicant, Planning, and TxDOT have worked extensively to find a collective solution to the existing problem

7

 MULTI-FAMILY
 RETAIL
 INDUSTRIAL



AGREEMENT OVERVIEW

- Roadway

- City revises the Master Thoroughfare Plan to reflect the realignment of Oklahoma Drive through the site and coordinates with TxDOT
- Property owner dedicates the required right-of-way
- Developer constructs the road through the subject property as the property develops

- Zoning

- The existing land uses shift due to the realignment of Oklahoma Drive
- Multi-family density decreases
- Light industrial, commercial, office, and retail entitlements remain
- One climate-controlled self-storage facility and gas station are allowed by right

AGREEMENT OVERVIEW

Land Use	Existing Entitlement	Proposed
Multi-Family, Horizontal (MF-0)	N/A	Max. 225 units
Multi-Family, Garden Style (MF-1)	Max. 15% (~89 units)	0 units
Multi-Family, Urban Edge (MF-2)	Max. 40% (~370 units)	Max. 400 units
Multi-Family, Urban Living (MF-3)	Max. 60% (~1,188 units)	0 units
Commercial, Office, & Retail (C)	• Min. 30% (~9.9 acres) • Storage facility with an SUP • Gas station with an SUP	• 1 multi-story, climate-controlled storage facility • 1 gas station • Flex (commercial, office, retail, and/or light industrial)

POLICY CONSIDERATIONS

- Without the realignment, traffic conditions along Oklahoma Drive will worsen, even if the subject property does not develop
- The proposed realignment has received an informal “blessing” from TxDOT
- The proposed land uses are comparable to the existing entitlements and decrease the allowed density on the subject property
- Neither the climate-controlled self-storage nor gas station are inappropriate
- Absent a resolution to the matter, litigation may be necessary to determine the ultimate density and road improvements for this area

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing
- P&Z was in favor of the Oklahoma Drive realignment and reduction in multi-family density

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in April
- Staff recommends approval as presented

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between SLX Development (the "Developer") and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

WHEREAS, certain capitalized terms used herein are defined in Article I; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Developer and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, on the date the City Council voted to approve this Agreement, landowner Edgewood Holdings, LLC (the "Owner") owns 65.865 acres of land, generally located at the northwest corner of Oklahoma Drive and Glendenning Parkway, which lies within the corporate limits of the City, and within Collin County, Texas and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

WHEREAS, the Developer intends to develop the Property as a planned development with mixed uses as defined within the development standards for the Property (the "Development"); and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the concept plan attached hereto as **Exhibit C** (the "Concept Plan") and the development standards attached hereto as **Exhibit D** (the "Development Standards"); and

WHEREAS, the Developer intends to construct and/or make financial contributions to certain onsite and/or offsite public improvements to serve the Development; and

WHEREAS, in consideration of the Developer's agreements contained herein to develop the Property as envisioned by the Parties, and to incentivize the development of the Property, the City has agreed to reimburse the impact fees for the development of the Property as specifically set forth in this Agreement; and

WHEREAS, the City holds the certificates of convenience and necessity (the “CCNs”) to provide retail water and wastewater service to the Property, and the Parties intend for the City to provide retail water and wastewater service to the Property; and

WHEREAS, for those improvements necessitated by the Development, the City will require Developer to build certain onsite infrastructure, which may include streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements") and together with the Roadway Improvements, Wastewater Improvements, and Water Improvements (the "Public Infrastructure"); and

WHEREAS, the City may at its own cost and without affecting reimbursements to the Developer participate in oversizing water or wastewater facilities inside the Property to serve surrounding properties; and

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the Development will increase the quality of housing within the City; and

WHEREAS, the City and the Developer agree that the Development can best proceed pursuant to a development agreement such as this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I **GENERAL TERMS AND DEFINITIONS**

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

City Assignee is defined in Section 8.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and

adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Concept Plan means the concept plan as shown in **Exhibit C**, as amended in accordance with this Agreement.

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 8.1(a).

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Effective Date is the date in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.5.

End-Buyer is defined in Section 9.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

Neighborhood Vision Book means the guide regarding open space and outdoor amenities adopted by City Resolution No. 2020-79R, as it may be subsequently amended.

Notice is defined in Section 10.2.

Onsite Public Improvements is defined in the Recitals.

Owner is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

Property is defined in the Recitals.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements and the Roadway Improvements.

Roadway Improvements is defined in Section 2.1(d) and depicted in **Exhibit E**.

Water Improvements is defined in Section 2.1(e).

Wastewater Improvements is defined in Section 2.1(f).

ARTICLE II **PUBLIC INFRASTRUCTURE**

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Developer in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Developer to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract.

(b) ROW Dedication. The Developer shall, at its sole cost and expense, either by plat or by deed as requested by the City with reservation of all outstanding mineral interests, dedicate the right-of-way for thoroughfares, roads, streets, and alleys.

(c) Master Thoroughfare Plan. The City shall coordinate with the Texas Department of Transportation on the revision of the City's Master Thoroughfare Plan to reflect the realignment of S. Oklahoma Drive, consistent with the location depicted in Exhibit C.

(d) Roadway Improvements by Developer. As required by the City Regulations and as depicted on **Exhibit E**, Developer shall, at its sole cost and expense, design and construct the following (the "Roadway Improvements"):

(1) All roadway Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(2) All roadway Public Infrastructure as required by the Traffic Impact Analysis submitted by the Developer, as set forth in **Exhibit F**, including but not limited to, the realignment of S. Oklahoma Drive which will include the realigning of S. Oklahoma Drive beginning at the northeastern corner of the Property, continuing through the Property, and connecting with W. Glendenning Parkway on the southern boundary of the Property.

(e) Water Improvements by Developer. As required by the City Regulations, Developer shall, at its sole cost and expense, design and construct the following (the "Water Improvements"):

(1) All water Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(2) Developer shall provide to the City a thirty (30) foot waterline easement with a temporary construction easement on the north side of Glendenning.

(f) Wastewater Improvements by Developer. As required by the City Regulations, Developer shall, at its sole cost and expense, design and construct the following (the “Wastewater Improvements”):

(1) All wastewater Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations.

(c) No Release. The City’s inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City’s engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer’s engineer, or engineer’s officers, agents, servants, or employees, it being the intent of the parties that approval by the City’s engineer signifies the City’s approval on only the general design concept of the improvements to be constructed. All plats and plans of

the Developer related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.3 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations.

(b) The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept

Plan and become a part of this Agreement. Upon agreement by the Parties, the City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. Otherwise, the Concept Plan may be amended as set forth in the City Regulations.

3.2 Plat. The Developer may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement.

3.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a final plat for any portion of the Property, Developer may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

3.4 Building Codes, Fire Codes and Building Materials. *As consideration for the reimbursement of certain impact fees for the Property as outlined in Section 4.2 of this Agreement, Developer has consented to and requested, and the Parties agree, that **Exhibit D**, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The City agrees in good faith to review and consider building elevations as submitted by the Developer. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.*

3.5 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Developer shall install within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Developer shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Commercial and Multifamily Fees. The Property will be subject to those fees and charges that are applicable at the time of building permit for the commercial and multifamily portions of the Development that are charged pursuant to City Regulations.

4.2 Impact Fees.

(a) As permitted by Chapter 395 of the Texas Local Government Code, the Parties agree to enter into a Roadway Impact Fee Agreement for the reimbursement of costs incurred by the Developer for the improvements to S. Oklahoma Drive, as identified in Exhibit F. These costs shall include, without limitation, land costs, and actual costs incurred by the Developer for design, engineering fees and construction, and shall be reimbursed upon the City acceptance of the improvements to S. Oklahoma Drive.

4.3 INDEMNIFICATION AND HOLD HARMLESS.

(a) **THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.**

(b) **IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO**

PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNSEL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

4.4 THE DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(II) THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE DEVELOPER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY

PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) THIS SECTION 4.4 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V **TERM**

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 3.4, plus all provisions referenced in Section 3.4, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing

ARTICLE VI **ZONING AND LAND USE MATTERS**

6.1 Zoning of Property. The Parties agree that the Concept Plan, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property. The City shall consider rezoning the Property consistent with the Concept Plan, Development Standards and applicable provisions of this Agreement. Through this Agreement, the Developer expressly consents and agrees to the rezoning of the Property consistent with and as contemplated by this section. The Developer agrees that nothing in this Agreement shall prevent **Exhibit D**, Section 3.4 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer as defined herein.

ARTICLE VII **EVENTS OF DEFAULT; REMEDIES**

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged

failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

7.2 **Remedies.** If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE VIII **ASSIGNMENT AND ENCUMBRANCE**

8.1 Assignment by Developer to Successors.

(a) The Developer has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.3 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as

a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement without the Developers prior written consent.

8.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

8.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

8.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE IX

RECORDATION AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, except the obligations of Developer, its successors and assigns, for compliance with City Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer").

9.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Developer

under this Agreement that are in default. The Developer shall pay the City \$1,000 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE X

ADDITIONAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows ("Notice"):

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: rranc@celina-tx.gov TEL: (972) 382-2682
With a copy to:	Attn: Julie Fort Messer Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com TEL: (972) 668-6400
To the Developer:	Attn: David Lagat Chief Executive Officer SLX Development 7278 Glenview Drive North Richland Hills, Texas 76180

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

10.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

10.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

10.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

10.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

10.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in each county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

10.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes

for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

10.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

10.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

10.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Roadway Improvements
Exhibit F	Traffic Impact Analysis Requirements

10.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

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

10.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

10.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

10.17 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in the Form 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

[signatures on following pages]

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 2024.

Date: _____

CITY OF CELINA

By: _____
Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, the Mayor of the City of Celina, Texas, on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

DEVELOPER:

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2024, personally appeared _____, _____ of _____, a _____ company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

Notary Public in and for the State of Texas

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

TRACT 1

DESCRIPTION, OF A 64.405 ACRE (2,805,491 SQUARE FOOT) TRACT OF LAND SITUATED IN THE BBB & C RR CO SURVEY, ABSTRACT NO. 132, CITY OF CELINA, COLLIN COUNTY, TEXAS; SAID TRACT BEING ALL OF THAT TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO WILLARD CATTLE COMPANY I LTD, RECORDED IN VOLUME 5169, PAGE 299 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS; SAID 64.405 ACRE (2,805,491 SQUARE FOOT) TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARING SYSTEM FOR THIS SURVEY IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), NORTH CENTRAL ZONE 4202, BASED ON OBSERVATIONS MADE ON FEBRUARY 28, 2022 WITH A COMBINED SCALE FACTOR OF 1.00015271.):

BEGINNING, AT A PK-NAIL WITH "PACHECO KOCH" WASHER SET AT THE SOUTHWEST CORNER OF SAID WILLARD CATTLE COMPANY TRACT; SAID POINT BEING IN THE EAST RIGHT-OF-WAY LINE OF BNSF RAILWAY COMPANY RAILROAD (A 100-FOOT WIDE RIGHT-OF-WAY);

THENCE, NORTH 11 DEGREES, 20 MINUTES, 48 SECONDS EAST, ALONG SAID EAST LINE OF BNSF RAILWAY COMPANY RAILROAD, DISTANCE OF 2,092.20 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID WILLARD CATTLE COMPANY TRACT AND THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDORS LIEN TO ONE PRESTON STATION, LP RECORDED IN INSTRUMENT NO. 20210714001413760 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS;

THENCE, NORTH 89 DEGREES, 32 MINUTES, 20 SECONDS EAST, DEPARTING SAID EAST LINE OF BNSF RAILWAY COMPANY RAILROAD AND ALONG THE NORTH LINE OF SAID WILLARD CATTLE COMPANY TRACT AND THE SOUTH LINE OF SAID ONE PRESTON STATION, LP TRACT, AT A DISTANCE OF 1,171.49 PASSING THE APPARENT WEST RIGHT-OF-WAY LINE OF OKLAHOMA DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY) CONTINUING IN ALL A TOTAL DISTANCE OF 1,183.80 FEET TO A 1/2-INCH IRON ROD WITH "PACHECO KOCH" CAP SET FOR THE NORTHEAST CORNER OF SAID WILLARD CATTLE COMPANY, TRACT; SAID POINT BEING IN THE APPARENT RIGHT-OF-WAY OF SAID OKLAHOMA DRIVE;

THENCE, SOUTH 00 DEGREES, 49 MINUTES, 38 SECONDS EAST, ALONG THE EAST LINE OF SAID WILLARD CATTLE COMPANY TRACT, A DISTANCE OF 1,392.46 FEET TO A POINT FOR CORNER IN THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 289;

THENCE, SOUTH 89 DEGREES, 27 MINUTES, 52 SECONDS WEST, DEPARTING SAID EAST LINE OF WILLARD CATTLE COMPANY TRACT AND ALONG SAID WEST LINE OF STATE HIGHWAY NO. 289, A DISTANCE OF 19.39 FEET TO AN ALUMINUM DISC STAMPED "TXDOT" FOR CORNER;

THENCE, SOUTH 00 DEGREES, 32 MINUTES, 09 SECONDS EAST, ALONG SAID WEST LINE OF STATE HIGHWAY NO. 289, A DISTANCE OF 299.57 FEET TO A 1/2-INCH IRON ROD WITH "PACHECO KOCH" CAP SET FOR CORNER IN THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO WILLARD PROPERTIES, LP RECORDED IN INSTRUMENT NO. 20070517000665000 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE, SOUTH 89 DEGREES, 29 MINUTES, 42 SECONDS WEST, DEPARTING SAID WEST LINE OF STATE HIGHWAY NO. 289 AND ALONG SAID NORTH LINE OF THE WILLARD PROPERTIES TRACT, A DISTANCE OF 155.44 FEET TO A 1/2-INCH IRON WITH "PACHECO KOCH" CAP SET FOR CORNER;

THENCE, SOUTH 00 DEGREES, 06 MINUTES, 54 SECONDS WEST, ALONG THE WEST LINE OF SAID WILLARD PROPERTIES TRACT, A DISTANCE OF 354.70 FEET TO A PK-NAIL WITH "PACHECO KOCH" WASHER SET FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID WILLARD CATTLE COMPANY TRACT; SAID POINT BEING IN THE APPROXIMATE CENTERLINE OF COUNTY ROAD NO. 55;

THENCE, SOUTH 89 DEGREES, 29 MINUTES, 42 SECONDS WEST, ALONG THE SOUTH LINE OF SAID WILLARD CATTLE COMPANY TRACT AND SAID APPROXIMATE CENTERLINE OF COUNTY ROAD NO. 55, A DISTANCE OF 1,442.82 FEET TO THE POINT OF BEGINNING;

CONTAINING: 2,805,491 SQUARE FEET OR 64.405 ACRES OF LAND, MORE OR LESS.

TRACT 2

BEING a tract of land situated in the B.B.B. & C. Railroad Co. Survey, Abstract No. 132 and being all of a called 1.460 acre tract of land conveyed to Willard Properties, LP as recorded in County Clerk No. 20070517000665000 of the Official Public Records of Collin County, Texas and being more particularly described in metes and bounds as follows;

BEGINNING in County Road 55 at an X Cut set for the southeast corner of the called 1.460 acre tract of land;

THENCE S 89°28'34" W down County Road 55 a distance of 182.18' to a Mag Nail with shiner set for the southwest corner of the called 1.460 acre tract of land and said Mag Nail with shiner being the most southerly southeast corner of a called 64.543 acre tract of land conveyed to Willard Cattle Company L, LTD as recorded in Volume 5169, Page 299 of the Deed Records of Collin County, Texas;

THENCE N 00°08'55" E with the mutual line of the called 1.460 acre tract of land and the called 64.543 acre tract of land distance of 354.78' to a 1/2" iron rod with plastic cap stamped "4813" set for the northwest corner of the called 1.460 acre tract of land;

THENCE N 89°29'44" E continuing with the mutual line of the called 1.460 acre tract of land and the called 64.543 acre tract of land a distance of 176.35' to a 1/2" iron rod with plastic cap stamped "4813" set for the northeast corner of the called 1.460 acre tract of land;

THENCE S 00°49'38" E a distance of 354.68' to the POINT OF BEGINNING, and containing 63,587 Square Feet or 1.460 acres of land.

N
 E
 S
 W

BEARING
 DISTANCE
 (1) = DISTANCE
 (2) = DISTANCE
 (3) = DISTANCE
 (4) = DISTANCE
 (5) = DISTANCE

1,460 ACRES
 83,587 SQ. FT.
 CALLED 1,460 ACRES
 WILLARD PROPERTIES LP
 C.E. NO. 20070517000665000
 O.P.R.C.T.

STATE HIGHWAY 289
 UNADJ. WEST 1/4 SEC. 28-2
 1/4 SEC. 28-2
 1/4 SEC. 28-2

COUNTY ROAD 55

POINT OF BEGINNING

EXHIBIT C CONCEPT PLAN



WILLARD TRACT - CELINA, TX

MASTERPLAN STUDY

05/06/24

EXHIBIT D
DEVELOPMENT STANDARDS

The property is zoned a Planned Development (PD) with a base zoning of Mixed-Use District (MU), with the following modified regulations:

1. The following land uses are permitted by right:
 - a. Multi-Family, Horizontal (MF-0): Max. 225 units
 - b. Multi-Family, Urban Edge (MF-2): Max. 400 units
 - c. Mini-Warehouse/Self-Storage: 1 multi-story, climate-controlled facility
 - d. Auto, Gas Pumps/Fuel Sales: 1 site
 - e. Flex: Uses permitted within the Commercial, Office, & Retail (C) or Industrial (I) zoning districts, as they exist or may be amended
2. The building exteriors shall conform to the architectural standards of the Zoning Ordinance, as it exists or may be amended; and
3. Conformance with the Multi-Family & Commercial Vision Book is required.

EXHIBIT E ROADWAY IMPROVEMENTS

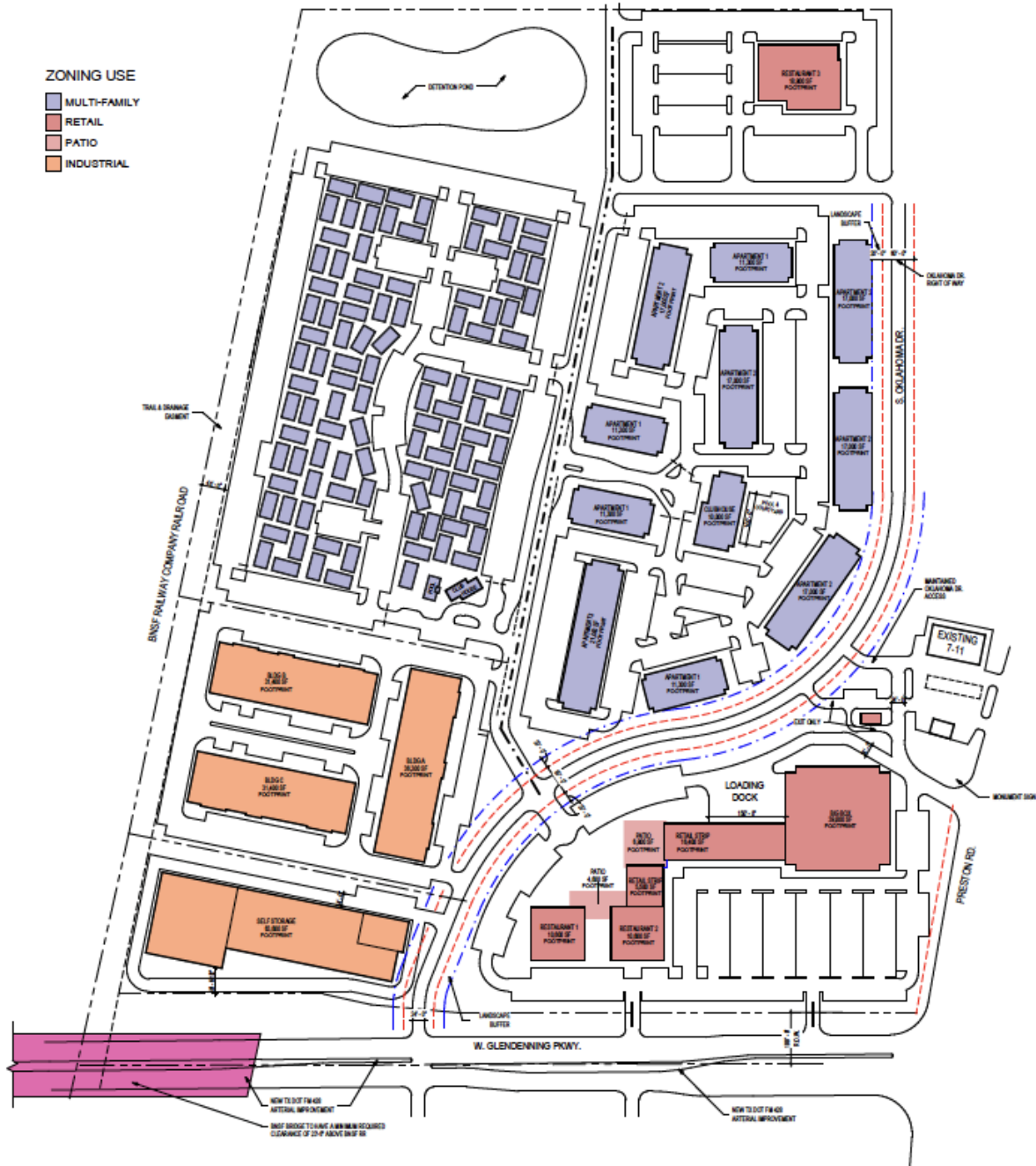


EXHIBIT F

TRAFFIC IMPACT ANALYSIS REQUIREMENTS

Bowman

TIA Addendum
Willard Cattle Development

Table 1: Mitigation and Financial Contribution

Intersection	Approach	Mitigation Measure	Year Needed	Responsibility	Unit Cost	Quantity	Total Estimated Cost
S Preston Road @ W Glendenning Parkway	All	Signal re-timing/coordination	2025	Developer	\$10,000	1	\$10,000
	EB	Construction of exclusive right-turn lane with channelization (245'/50' taper)	2025	Developer	\$400/LF + \$100,000	295 ft	\$218,000
	NB	Construction of additional exclusive left-turn lane with receiving lane	2025	Developer	\$400/LF	940 ft	\$376,000
	SB	Construction of exclusive right-turn lane with channelization (500')	2025	Developer	\$400/LF + \$100,000	340 ft	\$300,000
S Preston Road @ S Oklahoma Drive	All	Installation of coordinated signal	2025	Agency	\$400,000	1	\$400,000
	NB	Extension of existing left-turn lane by 165'	2025	Developer	\$400/LF	165 ft	\$66,000
	EB	Construction of right-turn channelization	2025	Agency	\$100,000	1	\$100,000
W Glendenning Parkway at Old Log Trail	All	Installation of isolated signal	2038	Agency	\$400,000	1	\$400,000
S Oklahoma Drive at Ash Street	All	Conversion to all-way stop control	2025	Developer	\$5,000	1	\$5,000

Intersection	Approach	Mitigation Measure	Year Needed	Responsibility	Unit Cost	Quantity	Total Estimated Cost
W Glendenning Parkway at Driveway #1	All	Installation of isolated signal	2025	Developer	\$400,000	1	\$400,000
	EB	Construction of left-turn lane (315'/50' taper)	2025	Developer	\$400/LF	365 ft	\$146,000
W. Glendenning Parkway at Driveway #2	WB	Construction of right-turn lane (245'/50' taper)	2025	Developer	\$400/LF	295 ft	\$118,000
S Oklahoma Drive at Driveway #3	NB	Construction of left-turn lane (265'/100' taper)	2025	Developer	\$400/LF	365 ft	\$146,000
	SB	Construction of right-turn lane (345'/100' taper)	2025	Developer	\$400/LF	445 ft	\$178,000
S Oklahoma Drive at Driveway #4	NB	Construction of left-turn lane (415'/100' taper)	2025	Developer	\$400/LF	515 ft	\$206,000
	SB	Construction of right-turn lane (345'/100' taper)	2025	Developer	\$400/LF	445 ft	\$178,000
Total Agency Cost							\$900,000
Total Developer Cost							\$2,347,000
Overall Estimated Cost							\$3,247,000

The traffic analysis contained herein reveals that efficient access to and from the proposed development can be provided, and furthermore, site-generated traffic can be accommodated at the study area intersections when the recommended measures are implemented. Though some intersection approaches operate at poor levels-of-service even with the proposed improvements, the conservative growth rates and limited scope of the study contribute to this effect. With the construction of new roads throughout the area, traffic congestion is likely to be alleviated in the study area by the year 2028.



Life Connected.

City Secretary's Office
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Lauren Vaughns, City Secretary
CC: Robert Ranc, City Manager
Initiated
by:
Date: June 11, 2024
Re: Election of Mayor Pro Tem and Deputy Mayor Pro Tem

Action Requested:

Consider and act to elect a Mayor Pro Tem and Deputy Mayor Pro Tem. (Vaughns)

Background Information:

The City's Home Rule Charter provides for one of the City Councilmembers to be elected as Mayor Pro Tem and one to be elected as Deputy Mayor Pro Tem. These officers will perform the duties of the Mayor in the absence of the Mayor and/or Mayor Pro Tem, and shall be vested with all the powers and responsibilities belonging to the Mayor.

Legal Review:

N/A

Supporting Documents:

None

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends the Council elect one Mayor Pro Tem and one Deputy Mayor Pro Tem.



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
Initiated
by:
Date: June 11, 2024
Re: Fire Station #4 Design Contract

Action Requested:

Consider and act to authorize the City Manager to execute a contract with Conduit Architecture + Design LLC, for the design of Fire Station #4 in an amount not to exceed \$726,000.00. (Glasgow)

Background Information:

Station 4 will provide fire coverage to residents located on the east side of the City of Celina. Fire Station 4 will be on the south side of Punk Carter, east of the Bluewood Subdivision, and adjacent to the new police station. The station will reside on two acres of the 23-acre emergency services campus. The station design will be for a 12,000-square-foot building that will include three fire station drive-through bays, support areas, ten (10) dorm rooms, and an attached training tower. In addition, the building will have a generator that will provide 100% coverage for the building, a fueling system, and a storm shelter per ICC500. The projected construction cost is projected to be approximately \$600 per square foot or \$7.2 million. The final cost will be determined once the design is complete. The services provided by the architect include programming, design, and construction administration phases.

Legal Review:

Contract has been previously reviewed and approved.

Supporting Documents:

1. Agreement - PSA for Fire Station 4 - unsigned
2. Bid Recap - Fire Station 4
3. ScoringDetail - Fire Station 4
4. Scoring Detail - Interviews - Fire Station 4

5. CelinaPolice- SD101 - Site Plan - Master Plan_2021-01-26
6. Conduit site plan 1
7. Station 4 design

Financial Consideration:

Funding is available through bonds. 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.

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 Conduit A+D (Consultant) for the design of Fire Station 4 RFQ 2024-103 (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 Agreement is between the Owner and the Consultant, of which this Agreement is a part and consists of the Contract Documents. It shall be effective on the date the last Party executes this Agreement.

1.2 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Exhibit A-Scope of Work and Fees, Exhibit B-Insurance Requirements, Exhibit C-Specifications and Response Documents, all Change Orders or Amendments issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Agreement.

ARTICLE 2: RECITALS

2.1 The City desires to have the Consultant provide architectural and engineering services for the design of Fire Station 4.

2.2 The Consultant has the knowledge, ability, and expertise to provide such services.

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 the 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 the 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 the 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 design services, when authorized in writing by a Notice to Proceed from the City, shall be performed by Consultant in accordance with the City's requirements and as set forth in the attached Exhibit A, Scope of Services, and fees.

If there is a conflict between the above quoted subjects and Exhibit A, then such conflict shall be resolved pursuant to the provisions of Section 10.11.

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 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 the Consultant by the City as instructed on invoices.

5.4 Consultant shall submit an 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. The Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with the City prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Collin County, Texas.

10.6 Notices.

All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Celina

Purchasing
142 N. Ohio Street
Celina, TX 75009
469-813-4194
Contracts@celina-tx.gov

Consultant

conduit architecture+design

711 N. Tennessee St

McKinney, Texas 75069

972-302-9747

seale@conduitad.com

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, the 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.

10.15 Dispute Resolution

Mindful of the high cost of litigation, not only in dollars but also in time and energy, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure to be followed in the event any controversy or dispute should arise out of or relating to this contract or relating to any change orders or other changes or addendums to this contract.

- Either Party may initiate the dispute resolution process by first writing a letter to the other Party indicating the issue(s) in dispute and the proposed manner in which to settle the dispute. The recipient of the letter shall respond within ten (10) days to the proposed solution. The recipient shall either agree to the proposed solution or propose an alternative solution, including the possibility of a cash settlement. Correspondence shall continue in like manner until a settlement is reached or the parties realize that correspondence will not settle the dispute.
- If correspondence does not resolve the dispute, the parties or their representatives shall meet on at least one occasion and attempt to resolve the matter on their own. The time and place, within fourteen (14) days of the second Party's response, shall be mutually agreeable to both parties.

- If this meeting does not produce a resolution, the parties agree to submit to binding mediation. Both parties acknowledge that if there is one or more disputed items that remain unresolved at the end of the mediation, the mediator will render a final and binding decision on those unresolved items. A Mediation Settlement Agreement shall be written and signed by the parties indicating the terms and conditions of the issues upon which the parties have come to an agreement. A separate Mediation Settlement Agreement shall be written and signed by the parties indicating the mediator's decisions on the unresolved issues remaining after the mediation process has concluded. These Mediation Settlement Agreements shall be enforceable in any court of competent jurisdiction.
- Either Party may initiate the binding mediation process by executing a "Request for Dispute Resolution Services". The Agreement to Mediate must be executed by both parties within fourteen (14) days of receipt by the parties.
- Both parties shall share the cost of the dispute resolution process equally although personal attorneys and witnesses or specialists are the direct responsibility of each Party and their fees and expenses shall be the responsibility of the individual parties. Note: The parties may choose to have the mediator allocate reasonable attorney's fees and reasonable costs and expenses to the prevailing Party in any manner he/she/they feel is appropriate as opposed to having the costs shared equally by the parties.

CITY OF CELINA

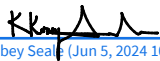
Robert Ranc, City Manager

Date

Council Approved: _____

Exhibit A: Scope of Work, Timeline & Fees
Exhibit B: Insurance Requirements
Exhibit C: Specification & Response Documents

CONSULTANT


Kobey Seal (Jun 5, 2024 10:15 CDT)

Principal

Printed Name

Jun 5, 2024

Date

May 30, 2024

Dawn Berry

Purchasing Director
City of Celina
142 N. Ohio Street
Celina, Texas 75009
dberry@celina-tx.gov

Re: Architectural and Engineering Services for Fire Station #4 for the City of Celina, Texas – REVISION 2

Dear Dawn:

Thank you for giving us the opportunity to be a part of this project. This letter outlines our basic project understanding and the scope of services we will provide.

Scope of Services:

The project includes architectural and engineering services for the new Fire Station #4, located at 1205 Punk Carter Parkway in Celina, Texas. The building will be approximately 12,000 SF and include the 2+/- acre site, three drive-through bays and support areas, ten (10) dorm rooms, and possible attached training tower. The building will also 100% generator backup system, fueling system, and storm shelter per ICC500. The construction budget is assumed to be approximately \$7.2 million (\$600/SF). Services include the programming, design, and construction administration phases for the project.

Basic services: scope includes architectural, structural engineering, and MEP engineering including storm shelter design per ICC500. Basic Services will also include the supplemental services for civil engineering, landscape architecture and irrigation design.

Included additional services: includes technology design (data, voice, security, audio/visual), FF&E assistance for fire equipment, Geotechnical Report, Topographic Survey, Platting, Commissioning Agent per IECC, Photometric site plan and Photometric compliance verification post-construction, Storm shelter peer review per ICC500, 3rd party energy inspection per IECC, TDLR TAS submittal and fee, TAS plan review and inspection fees, [and attending the TAS inspection. Four \(4\) exterior and four \(4\) interior photorealistic renderings will be provided. As-designed record drawings will be provided at the completion of the project. The design of the on-site above ground fueling station \(no canopy or cover included\) concrete pad/foundation with power and data connections is included as an additional service.](#)

Additional services also include typical mileage to and from meetings and site visits listed in our proposal. Additional meetings and site visits will be considered reimbursable. Other reimbursables will be provided with a 1.10 markup as requested by owner for prints, copies, scans, etc. Fee is based upon a [nine \(9\) month](#) design schedule and twelve (12) month construction schedule. Up to [eighteen\(18\)](#) in-person design meetings with the Architect and up

to twenty-four (24) construction site visits by Architect, two (2) punch list walks by architect are included in scope. Up to three (3) construction observation site visits by structural engineer, up to three (3) construction observation site visits by the MEP engineer, up to two (2) technology engineer observation site visits, up to one (1) civil construction observation site visits, and up to two (2) landscape architect construction observation site visits.

Exclusions: Include, but are not limited to, Procore or project management software fees, design record drawings, construction materials testing and special inspections, storm shelter inspections per ICC500, detailed cost estimating, [design of additional parking lot between fire station and police station](#), radio and station alert system design. These exclusions can be provided as additional services.

We propose the following design team for this project:

Architect	conduit architecture+design
Civil Engineer	Cross Engineering
Structural Engineer	JQ (IMEG)
MEP Engineer	Telios
Technology (Data/Voice/Security/AV)	Telios
Landscape Architect	Kimley-Horn

Fee:

conduit architecture + design will provide Architectural and Engineering Design for **a stipulated sum as broken down below:**

Typical Basic Services Provided:

Total Basic Services	\$576,000.00
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Additional Services Provide in Scope:

Total Included Additional Services	\$111,000.00
Total Proposed Fee	\$687,000.00

Optional Additional Service 01:

Incorporate training tower into the building design. The tower will include stairs, three levels, floor drains, lighting, exhaust, shutters, balcony, training standpipe, training FARS system, roof top repelling, and synthetic turf.

Additional fee	\$32,000.00
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Optional Additional Service 02:

Design a structurally suspended slab design if required by the geotechnical report or desired by the city

Additional fee	\$7,000.00
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Fee Breakdown:

Schematic Design Phase	20%
Design Development Phase	30%
Construction Document Phase	30%
Construction Administration	20%

Deliverables:

Geotechnical Report	Schematic Design Drawings
Topographic Survey	Design Development Drawings
Site Plan Submittal	Construction Documents
Preliminary and Final Plat	Project Manual
Program	Site Photometric Lighting Plan
One (1) Photorealistic Exterior Rendering	ComCheck Reports

Thank you again for the opportunity to submit this letter of understanding. Also, please don't hesitate to contact me with any questions you might have. We look forward to working with you on this project.

Sincerely,



Kobey Seale AIA, LEED AP
Principal

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.
Hobby Building : 333 Guadalupe, Suite 2-350, Austin, Texas 78701 : Telephone 512.305.9000

EXHIBIT B

INSURANCE REQUIREMENTS **PROFESSIONAL SERVICES PROJECTS/CONSULTANTS**

- A. Before commencing work, the vendor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of Celina. The vendor shall furnish to the City of Celina certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of Celina
c/o Purchasing
142 N. Ohio Street
Celina, TX 75009

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$500,000 each accident, b) by disease, \$500,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000.
4. Professional Liability Insurance to provide coverage against any claim which the vendor becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City of Celina.

- B. With reference to the foregoing required insurance, the vendor agrees to the following:
1. A waiver of subrogation in favor of City of Celina, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 2. The City of Celina, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies.
 3. Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to City of Celina.
- C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.
- D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.
- E. The vendor shall require any contractors, sub-contractors, and other persons doing business with or for the vendor related to the work to maintain at least the insurance as required, or their liability shall be covered by the vendor.



REQUEST FOR QUALIFICATIONS

ARCHITECTURAL SERVICE FOR FIRE STATION 4

RFQ #2024-103

ELECTRONIC SUBMISSION IS PREFERRED.

The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment.

Register as a vendor to create credentials or Log in at www.celina-tx.gov/bids.

For additional information concerning this solicitation, please contact
Dawn Berry, Purchasing Director at 469-813-4194 or
purchasing@celina-tx.gov.

**Late responses will not be accepted.
Email or facsimile-submitted responses will not be accepted.**

**SPECIFICATION
ARCHITECTURAL SERVICES FOR FIRE STATION 4**

SECTION 1: INSTRUCTIONS

1.1 SUBMISSION

Offerors may submit qualifications electronically or in hard copy. The City's preference is electronic submission.

1.2 NO OFFER/NO BID/NO SUBMITTAL

The City appreciates the time and effort expended to submit an offer. If you choose not to respond, please indicate any requirement that may have influenced your decision.

1.3 INCLEMENT WEATHER

In the event of inclement weather and City offices are officially closed on the due date, responses will be received until 3:00 PM of the next business day, when submittals will be publicly opened.

1.4 ACCEPTANCE

It is understood that the City of Celina reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of the City. Receipt of any proposal shall under no circumstances obligate the City to accept the lowest proposal. The award of the contract shall be made to the responsible proposer whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposal.

1.5 SUBMITTAL OF CONFIDENTIAL MATERIAL

The Owner considers all Proposal information, documentation and supporting materials submitted in response to this Request for Proposal to be non-confidential and/or non-proprietary in nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.) after the award of the contract except for trade secrets and confidential information which the Offeror identifies as proprietary. Any material to be considered as CONFIDENTIAL or PROPRIETARY in nature must be clearly marked on each applicable page by the proposer. Marking your entire proposal CONFIDENTIAL or Proprietary is not in conformance with the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.).

1.6 DISCLOSURE OF CERTAIN RELATIONSHIPS

Chapter 176 of the Texas Local Government Code requires that any proposer or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the proposer or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. Additional information on the statute is available at: <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. By submitting a response to this request, the proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

1.7 INFORMATION / QUESTIONS

All questions shall be submitted through the City's eProcurement software. All questions and answers will be posted publicly through the software. Proposers are responsible for ensuring all answers to questions are reviewed prior to the submittal date. Answers provided to posted questions address minor irregularities and are for clarification purposes only and do not revise or modify the specifications. Answers to questions that result in revisions to the specification will be addressed by Addendum. No oral statement of any person shall modify or otherwise change or affect the specification.

**SPECIFICATION
ARCHITECTURAL SERVICES FOR FIRE STATION 4**

1.8 PROPOSER RESPONSIBILITY

It is the responsibility of each proposer before submitting their qualifications:

1. To examine thoroughly the specification documents and other related data, to visit the site, if needed, and understand the general, local, and site conditions that may affect cost, progress, performance, etc.
2. To consider federal, state, and local laws and regulations that may affect future costs, progress, performance, or furnishing of the work.
3. To study and carefully correlate 'proposer's knowledge and observations with the specification document.
4. To promptly notify the 'City's Purchasing Manager of all conflicts, errors, ambiguities, or discrepancies which the proposer has discovered in the specification documents.

- 1.9 EX PARTE COMMUNICATION:** To ensure the fair evaluation of a solicitation, the City prohibits communication initiated by the Respondent to City personnel outside the Procurement Department prior to the time a decision has been made. Communication between Respondent and the City will be initiated by the appropriate City designee to obtain information or clarification needed to develop an accurate evaluation of the solicitation. EX PARTE communication may be grounds for disqualifying the offending Respondent from consideration for the award.

SECTION 2: SPECIFICATION

1. PURPOSE OF RFQ

The City of Celina, Texas (City) invites the submittal of responses to this Request for Qualifications (RFQ) from qualified firms interested in providing architectural services in connection with the design of Fire Station 4.

The station will have three pull-through apparatus bays with overhead entry doors and bi-fold exit doors with metal security gates on the roll-up entry doors. The station will include 100% generator backup and a fueling station on site.

The project scope includes a 12,000 SF building, ten sleeping quarters for nine firefighters and one officer, and a secured lighted parking area. In addition, the construction of a training tower is being evaluated for possible inclusion in this project.

Services to complete the scope as outlined above for Schematic Design through Construction Administration phases and include architecture, civil engineering structural engineering, MEP engineering, technology including audio/visual, IT & access control/ Security, landscape architecture (including planting, and irrigation) and schematic design cost estimating. Services shall also include energy modeling, 2021 IECC Commissioning, TAS Registration inspections and approval, and BIM for estimating and construction purposes with use of Procore for project management. All drawings provided shall incorporate the Celina design standards, applicable building and fire codes, and detail any specifics regarding ADA/TAS compliance, etc. Separate packages may include early release for

The City will consider the Architect with significant experience in the development, design, and construction of a municipal fire station.

2. LOCATION

1205 Punk Carter Parkway, Celina, Texas 75009

**SPECIFICATION
ARCHITECTURAL SERVICES FOR FIRE STATION 4**

3. OBJECTIVES

The City proposes to retain a highly qualified, capable firm(s) to act as the Architect during the planning of the Project for a fixed price. Those firm(s) who participate in this RFQ process are sometimes referred to as ""Respondents"" and ""Architects"." SCOPE OF WORK

- A. The selected Architect(s) will be required to perform the basic architectural and engineering services to be specified more fully in a contract agreement to be negotiated after selection. The contract agreement will provide for payment for phases of work completed with options to proceed through all phases or to discontinue work as the circumstances may dictate. Upon selection of a Respondent with whom negotiations will proceed, a Scope of Work will be developed. The City anticipates a contract which will include programming, schematic design, production of computer-generated renderings, and cost estimation; however, the City reserves the right to include additional project elements in the initial or subsequent professional services agreements as the City may (in its sole discretion) deem appropriate.
- B. The Architect will be required to retain and be responsible for all basic engineering disciplines such as mechanical, electrical, plumbing, fire protection, landscape architecture, civil engineering, and structural engineering as appropriate for the Scope of Work negotiated. The Architect is also required to identify and select the appropriate sub-consultants; however, the City reserves the right to approve proposed sub-consultants that will be associated with the Project.

The proposed scope of work will include multiple phases.

- Phase 1 – Development of PS&E for the development of Fire Station 4.

- C. The City will use the services of a Construction Manager-at-Risk. The Construction Manager-at-Risk, if any, will serve as an integral team member from the inception of the programming and design efforts. Furthermore, the Construction Manager-at-Risk may be used, in conjunction with the design team, as the cost estimator, project scheduler, and the implication of phasing alternatives for the projects upon completion of plans sufficient to estimate the project. The Architect will coordinate and cooperate fully with the Construction Manager-at-Risk. Initial planning phase cost estimates will be provided by the Architect.

4. PROJECT FUNDING

Funding for the work described herein will be provided from various funding sources available to the City to be determined upon approval by the City Council. Funding sources for design beyond the services described herein have not yet been finalized.

5. SELECTION CRITERIA AND PROCESS

The City will evaluate submittals received and base its selection on the team considered to be most advantageous to the citizens of Celina.

Selection of firms will follow the proposal-interview process.

From a review of the statements of qualification received, the City intends to invite firms to be interviewed. If the City desires to interview a firm, that firm will receive notification of the date and time of the interview. The selection team will possibly request site visits of completed projects to aid in their evaluation before making a final selection of a firm for this project.

An initial review will be conducted by Purchasing staff to determine all firms meet the minimum requirements. An evaluation panel will then review submittals that have been deemed as complete and meet the minimum requirements.

**SPECIFICATION
ARCHITECTURAL SERVICES FOR FIRE STATION 4**

The statements of qualifications received will be one part of the selection process utilized by the City, together with the interviews, and site visits to determine if a consulting contract should be pursued. The staff evaluation panel will select a single firm to present to the City Council for their final recommendation. The Council may request that presentations be made in a City Council meeting after their selection is made.

The selected Respondent then will negotiate with the City on fee and contract conditions. If a reasonable fee cannot be achieved with the Respondent of choice, in the opinion of the City, negotiations will proceed with the second-choice Respondent until a mutually agreed contract can be negotiated.

6. RESPONDENT COST TO DEVELOP PROPOSAL.

All costs for preparing and submitting the response to this RFQ are to be the responsibility of the Respondent and will not be chargeable in any manner to the City.

7. MINIMUM QUALIFICATIONS

This section lists the criteria that will be considered in evaluating the ability of firms interested in providing the services specified. It is the responsibility of the proposer to ensure all forms and attribute questions are answered and uploaded. Vendors that have not submitted all required forms or have not responded to the attribute questions will be considered unresponsive.

Firms must meet the following criteria to move to the evaluation committee for consideration.

1. Designed at minimum five fire stations similar in similar size to those specified to at least five (5) clients (preferably within Texas) in the past five (5) years; and,
2. Senior Architect/Architect Manager for this project must have at least 10 years experience in the design of Fire Stations.
3. Must not have any current and/or ongoing litigation which may cause conflicts or affect the ability of the firm to provide services.

Proposals will be evaluated and scored as follows:

Firm Experience with Similar Projects	50
Qualification of Team Members	30
Management approach to this project (include meetings, QA/QC, scheduling, and budget programs)	20
Total Points	100

8. PROJECT TIME FRAME

The project is expected to commence upon final execution of a contract for services within 90 days from the selection of a successful submittal. A project time frame will be coordinated with the selected firm.

9. SUBMITTAL REQUIREMENTS

Respondents must complete the electronic request for qualifications. Separate marketing documents are not required. All firms shall answer qualification questions electronically. The following items shall be uploaded to the e-procurement system.

Attachment 1: Form – Conflict of Interest
Attachment 2: Form – W9

**SPECIFICATION
ARCHITECTURAL SERVICES FOR FIRE STATION 4**

Attachment 3:	Photos pertaining to reference 1. Limited to one page
Attachment 4:	Photos pertaining to reference 2. Limited to one page
Attachment 5:	Photos pertaining to reference 3. Limited to one page
Attachment 6:	Photos pertaining to reference 4. Limited to one page
Attachment 7:	Photos pertaining to reference 5. Limited to one page

SUBMISSION REQUIREMENTS

The City uses an electronic procurement system to deliver and accept bids/proposals. Electronic submission is not required; however, the City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment. Your cooperation is appreciated. Email or Fax submissions will not be accepted.

BID SUBMITTALS

Responses shall be submitted on the forms provided to ensure complete uniformity of wording. Responses may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation the proposer agrees that any offer it submits may be accepted by the City at any time within 90 days from the close date.

- a) Electronic Submission** – Electronic submission is quick and easy. Simply visit the website at www.celina-tx.gov/bids and complete the following tasks.
- i) Log in
 - ii) Attachments - Download specifications and all required forms.
 - iii) Attributes – Answer any questions listed.
 - iv) Response Attachments - Upload all required forms. **Max size 100 MB.**
 - v) Line Items – Enter Unit Pricing, if required.
 - vi) Response Submission – Complete the required information and electronically sign and submit the response.
- b) Help/Assistance with electronic submission.**
- Dial: 866.277.2645 x4
Email: support.ionwave@eunasolutions.com



2024-103
conduit a+d
conduit architecture + design
Supplier Response

Event Information

Number: 2024-103

Title: Fire Station 4 Architectural Design Services

Type: Request for Qualification

Issue Date: 4/5/2024

Deadline: 4/17/2024 03:00 PM (CT)

Notes: The City of Celina is seeking qualifications from qualified firms interested in providing architectural services in connection with the design of Fire Station 4. The station will have three pull-through apparatus bays with overhead entry doors and bi-fold exit doors with metal security gates on the roll-up entry doors. The station will include 100% generator backup and a fueling station on site. The project scope includes a 12,000 SF building, ten sleeping quarters for nine firefighters and one officer, and a secured lighted parking area.

Firms interested shall log in or create an account to log in to the City's eProcurement system (Ionwave) and complete all questions (Attributes) within the system. Please complete attribute form. Do not say see attached and add documents. Additional documents will not be accepted.

Questions must be submitted electronically through Ionwave at celina-tx.gov/bids.

The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment.

Instructions and other help documents are available through Ionwave by accessing the help section online or by calling Ionwave support at 866-277-2645.

Responses or parts of a response submitted electronically or in hard copy and cannot be viewed may deem your submittal as non-responsive. Please view and verify all documents.

The City reserves the right to request clarification, to reject any and/or all responses, to waive technicalities, to re-advertise, or to proceed otherwise when the best interests of the City.

Contact Information

Contact: Dawn Berry

Address: Purchasing

City Hall

142 N. Ohio

Celina, TX 75009

Phone: (469) 813-4194

Email: dberry@celina-tx.gov

conduit a+d Information

Contact: Eric Ciskowski
Address: 711 N. Tennessee Street
McKinney, TX 75069
Phone: (972) 302-9747
Email: ciskowski@conduitad.com
Web Address: conduitad.com

Undersigned affirms: 1. They have read and understand the requirements of this request; 2. They are duly authorized to sign and submit this response on behalf of the firm named in this submittal. 3. The proposal has not been prepared in collusion with any other proposer, and that the contents of the proposal as it relates to the pricing, terms or conditions of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Kassidy Ballard

Signature

Submitted at 4/17/2024 12:52:34 PM (CT)

ballard@conduitad.com

Email

Requested Attachments

CIQ - Conflict of Interest Complete the CIQ form located in the Attachments Tab and upload here.	Exhibit 4 CIQ - Signed.pdf
W9 Complete the W9 form located in the Attachments Tab and upload here.	Exhibit 3 W9_Signed.pdf
Ref 1 Photos Limit photos to one page.	McKinney Fire Station 11_Conduit.pdf
Ref 2 Photos Limit photos to one page.	McKinney Fire Station 10_Conduit.pdf
Ref 3 Photos Limit photos to one page.	McKinney Fire Station 9_Conduit.pdf
Ref 4 Photos Limit photos to one page.	Anna Fire Station 2_Conduit.pdf
Ref 5 Photos Limit photos to one page.	McKinney Fire Station 8_Conduit.pdf

Bid Attributes

1	Binding Official Eric Ciskowski
2	Binding Official Email ciskowski@conduitad.com

3	Principal Office Information
4	Principal Office Address 711 N Tennessee St McKinney, Texas 75069
5	Principal Office Phone Number 972-3029747 ext. 700
6	Form of Business Corporation, Partner, LLC, etc? LLC
7	Year Founded 1/26/2013
8	Providing Office Information If services will be performed by an office not listed under the location listed in the Principal Office Location.
9	Providing Office Location N/A
10	Binding Official Information
11	Binding Official Kobey Seale
12	Binding Official Email seale@conduitad.com
13	Primary Contact Information
14	Primary Contact - Name Eric Ciskowski
15	Primary Contact - Phone # 972-3029747 ext. 700
16	Primary Contact - Email ciskowski@conduitad.com

1
7**Statement of Understanding**

Provide a statement of understanding with regards to the scope of work and that the submittal is valid for 120 days.

conduit architecture+design understands that this project scope includes a 12,000 SF building, ten sleeping quarters for nine firefighters and one officer, and a secured lighted parking area. In addition, the construction of a training tower is being evaluated for possible inclusion in this project. conduit is geared to provide all services for Schematic design through Construction Administration including: architecture, civil engineering, structural engineering, MEP engineering, technology (including audio/visual), IT & access control/security, landscape architecture (including planting, and irrigation) and schematic design cost estimating. Services shall also include energy modeling, 2021 IECC Commissioning, TAS Registration inspections and approval, and BIM for estimating and construction purposes with use of Procore for project management. All drawings provided by conduit architecture+design shall incorporate The City of Celina's design standards, building and fire codes, and any specific details regarding ADA/TAS compliance. We understand the submittal is valid for 120 days.

1
8**History of Services**

Provide a brief history of the firm and the services routinely provided in house for a municipal building project.

At conduit architecture+design, we pride ourselves on embodying the essence of small-town values and unwavering attention to detail in every facet of our work. Situated in the heart of McKinney's historic district since our establishment in 2013, our vibrant studio is deeply connected to the pulse of North Texas and its flourishing communities. conduit's principals, Eric Ciskowski and Kobey Seale, have performed as project architect / manager for numerous fire stations and municipal projects, large and small, throughout the last 11 years. Our team consists of two principal architects, one project architect, one designer, and one office / marketing coordinator. conduit's portfolio consists of civic and commercial design. Our work includes working with several municipalities on various types of projects, including as a "pool" architect for the City of McKinney. These projects range from fire station design, animal shelters, park structures, finish-outs, space planning, and ADA correction of existing facilities. The projects included in our statement of qualifications show our quality, performance, and commitment on other similar municipal projects. We have the resources including financial, equipment, and staffing to meet the project requirements and are geared to work with growing cities and towns around the Dallas / Fort Worth metroplex. We typically work on projects in our backyard since we can be available at a moment's notice to address any potential issues. Our reputation is to provide personal and quality design services that meet the needs of the city, personnel, and community. We put relationships first, and our repeat work with the City of McKinney and surrounding areas is a testament to our firm's values. Conduit and the team we have assembled just recently were awarded the new Public Safety Complex in Van Alstyne, Texas. conduit has successfully worked with several municipalities and is extremely familiar with working with staff, processes, and codes. We utilize the willingness of the city staff to review potential code issues early to resolve issues before they become problems during permitting and construction. conduit's current workload allows for immediate availability and priority of our time to meet schedule. Services routinely provided in house for a municipal building project include: Architectural design, construction administration, programming, feasibility studies, conceptual design, master planning, and interior design. In-house services shall also include energy modeling, 2021 IECC Commissioning, TAS Registration inspections and approval, and BIM for estimating and construction purposes with use of Procore for project management.

1
9**What services will be provided by sub-consultants?**

Services provided by sub-consultants include: civil engineering, structural engineering, MEP engineering & technology (including audio/visual), IT & access control/security, landscape architecture (including planting, and irrigation) and schematic design cost estimating.

2
0**Project Staff**

Provide a list of Project Staff. Include name, job title and team responsibilities.

Conduit has three registered architects in-house. Project staff includes: Eric Ciskowski, AIA, NCARB, LEED AP - Principal Architect / Architect of Record Kobey Seale, AIA, LEED AP - Principal Architect / Design Architect Caitlin Dettling, AIA - Project Architect Kobey Seale, AIA, has over 23 years of experience in architecture and design, and Eric Ciskowski, AIA, has over 15 years of experience. Kobey Seale has over 10 years of fire station design experience, and is more hands-on throughout the Schematic Design process. Eric Ciskowski has over 9 years of municipal experience, and is more hands-on throughout Construction Administration. Both Principals have extensive knowledge of this process, and are geared to help our clients step-by-step.

2
1**Project Approach - Scheduling**

Detail your project approach with regards to scheduling and coordination.

First step would be to establish an accurate design schedule for pre-design, design, and construction documents with firm but realistic timelines. We work hard to stick to these established schedules to keep the project on track. If adjustments are required, we work to find creative ways to work the design schedule to minimize affects overall.

Pre-Design: -Meet with city and fire staff to update programming requirements -Get project information from the city (topographic survey, geotechnical reports, etc.) -Determine delivery method -Kick-off meeting with the city and entire design team for initial direction and expectations

Design: - Provide Schematic Designs and Design Development for review and cost estimation. We work to have fully developed design sets for more accurate pricing and coordination.

Construction Documents: -Close coordination to finalize documents including specifications and project manual for permitting, bidding, and construction. We would want to continue to meet with city and fire officials to distill needs requirements with the budget, provide site plan and renderings for public updates, and discuss to determine project delivery methods. Early input from our design team consultants are key in making early decisions on construction type, MEP systems, utilities and grading, and expectations. This Pre-Construction/Design Services Plan includes direct involvement from both principal architects, Kobey Seale and Eric Ciskowski, and project architect Caitlin Dettling. Preliminary design would also include the involvement of Civil, MEP, Structural, and Landscape. Design does not stop during the Construction Documents phase. While we work hard to reduce conflicts and clarifications in the field, there will still be a need for design decisions and clarifications during construction. For this reason, we have direct involvement of one of our Principals, Eric Ciskowski, to lead construction administration services. Eric will be a part of the design and construction documents process, so there will be a continuation of familiarity. Eric will attend weekly architect / owner / contractor site meetings, and lead coordination of submittals, RFIs, pay application reviews, and punch lists with our architectural team and consultant team. This also includes reviewing and coordinating with TAS inspections, storm shelter 3rd party reviews, IECC commissioning, and special inspections.

2
2**Project Approach - Stakeholders**

Provide information on how stakeholders will be included.

We desire input from all stakeholders. This includes fire personnel, administration, city staff and council, and community. It's our job to take all these different perspectives and incorporate them into the design. We strive to make every voice heard. We may not be able to get every viewpoint and priorities aligned, but we will build consensus where everything has been considered. While ultimately it's the city's decisions, we will lead the process to help steer.

2
3**Project Approach - Quality and Cost Control**

Provide your approach to quality and cost control for this project.

Our involvement in projects is hands-on, with both principals actively engaged. We choose our projects carefully to keep our team available and focused. Each review set is thoughtfully prepared, providing sufficient information for examination and coordination. We use Revit for seamless integration of structural and MEP models into our architectural model. Our collaborative history with consultants on similar projects ensures a shared understanding of past challenges and expectations. This familiarity allows us to address issues effectively. Throughout each design phase, we conduct thorough reviews to approach every aspect of the project with attention to detail. We're proud to share that we consistently maintain budgets across all our projects, including those in the municipal sector. Our track record speaks for itself – every municipal project has been completed within budget. One of the most daunting obstacles in managing budgets within rapidly expanding urban areas is accurately projecting the necessary infrastructure for future city development. With rising costs, it's challenging to allocate resources effectively to meet the evolving needs of smaller yet flourishing urban areas. Building in flexible space that can evolve with the city's growth and designing infrastructure for future phases have proven to help prepare for future growth with a limited budget. Our progress sets consistently earn acclaim from cost estimators for their comprehensive development throughout the design interval. This approach helps ensure that cost estimators receive accurate and detailed information, eliminating guesswork and potential budgetary gaps. conduit architecture+design has a history of providing designs that look and perform better than the budget would typically allow. Our historical data and out of the box solutions provide informative decisions on construction and materials. We also suggest using a Construction Manager at Risk (CMAR) to assist the team with actual pricing along the way, and provide input on cost effective construction solutions. We have an incredible working relationship with Crossland Construction as a Design / Build Contractor if the City of Celina determines that this delivery method is best. We have worked with Crossland on three (3) CMaR fire station projects and one (1) design / build fire station successfully.

2
4

Project Approach - Communication

Describe your teams approach to communication with the City and Construction Manager.

Conduit's approach lies in heavy communication and regular design meetings with city and fire staff. This continues during the construction process with regular owner/architect/contractor meetings to discuss progress and any issues. We value input and work to incorporate and steer with feedback. We use Bluebeam and Revit to make real time mark ups and changes. We prioritize open communication and setting realistic expectations, laying the foundation for a collaborative process that's both transparent and effective. Our principal architects are intimately involved in every aspect of your project, from initial design conception to final execution. With a keen understanding of municipal processes and budgetary constraints, we navigate potential challenges with ease, proactively addressing code issues to streamline the permitting and construction phases. Above all, we approach each project with humility, integrity, and a genuine desire to listen and understand your vision. Your project isn't just another job to us—it's an opportunity to make a meaningful impact through architecture, guided by our unwavering commitment to excellence and service.

2
5

Project Approach - Analysis and Jurisdictional Approvals

Provide your firms approach to code analysis and jurisdictional approvals.

Conduit has successfully worked with several municipalities and is extremely familiar with working with staff, processes, and codes. We utilize the willingness of the city staff to review potential code issues early to resolve issues before they become problems during permitting and construction. Our current workload allows for immediate availability and priority of our time to meet schedules.

2
6

Sub Consultants

Provide a list of all sub-consultants that will be used for this project and their respective backgrounds.

Our talented team of sub-consultants are very familiar with working on a wide variety of projects. Our consultants have worked together in the past on similar municipal projects. This specific team has worked together on numerous Fire Stations with conduit, and just recently was awarded the City of Van Alstyne's new Public Safety Complex. Subconsultants include: Cross Engineering Consultants, Inc (CECI) - Located in the Historical District in downtown McKinney, Texas, they are a consulting engineering company specializing in general civil engineering projects, and have a local reputation for engineering excellence. CECI prides itself on the personal involvement of its owner and project managers assigned to each project. Their "hands on" approach assures each client a quality design product in a timely fashion. They have a strong presence in McKinney and Collin County, but CECI has also completed projects in sixty cities across Texas. Conduit has teamed with Cross on every single fire station project completed. JQ Engineering (Now IMEG) - The JQ, now IMEG team brings extensive knowledge in the structural design specifically for fire stations, including options for lateral bracing and long-span roof systems over apparatus bays and designing apparatus bay floors for significant axle loads. Forming one of the largest full-service engineering firms in the U.S with more than 2,400 employees, the local team includes 200 Texas-based team members with offices in Dallas, Fort Worth, Austin, Bastrop, Houston, and San Antonio. They deliver broad expertise of a national leader with the personal relationships and deep collaboration of a local firm. JQ, now IMEG, has been on the design team for McKinney Fire Stations 11, 10, 9 and 8. Kimley-Horn - Kimley-Horn is a full-service, employee-owned, multidisciplinary consulting firm offering a broad range of engineering, planning, landscape architecture, and environmental services to clients in both the private and public sectors. One of their largest practices is in the municipal arena. They have served cities and counties for many years and are currently serving numerous cities and counties throughout Texas. They consider themselves to be an extension of a city's staff and are committed to the success of these projects as Kimley-Horn has many staff who live in municipalities for which they work. Additionally, many staff members are former municipal engineers and planners. The team's combined municipal experience in design, administration, and construction phase services gives the specific understanding of working with public works; redevelopment agencies; and other regulatory agencies, elected officials, various stakeholders, and the local community to negotiate support and buy in to effectively achieve your objectives. Telios - Telios' motto is Listen | Solve, which roots their corporate culture in the values of collaboration, integrity, and consummate service to clients. A multitude of viewpoints and talents allows Telios the ability to engage the right talent for each project need and bring creativity and flexibility to the table. The Telios MEP and Technology Engineering teams design fully-integrated building systems using a turn-key approach and an owner's mindset.

2
7

Reference 1 Information

28	Project Name McKinney Fire Station No. 11
29	Project Location 4900 Summit View Drive McKinney, Texas 75071
30	Owner The City of McKinney, Texas
31	Owner Contact Name Patricia Jackson, Facilities Construction Manager
32	Owner Email pjackson@mckinneytexas.org
33	Project Completion Date 02/15/2022
34	Short Description of Project The 16,500 sq.ft. facility, inspired by Fire Station No. 10, boasts a fresh urban aesthetic that harmonizes with Craig Ranch architectural norms. It features three apparatus bays, a storm shelter, spacious day room/dining/kitchen, 10 dormitories, exercise room, "cascade" room, captain's quarters, offices, laundry, and a police substation for the city's west side. This structure addresses the escalating fire protection needs in the city's northern area while evolving from McKinney's previous station designs. It integrates modern aesthetics and enhanced functionality. The design incorporates training elements like a 3-story tower with rappelling hooks, climbing wall, openings, balconies, and a FARS system, facilitating training for neighboring fire departments.
35	Design & Construction Costs Provide the design and construction costs and whether or not the final amounts stayed within budget. All presented projects stayed under budget and several had contingencies to purchase additional equipment and props. The final design and construction costs stayed within the allotted budget of \$8,180,000.
36	Construction Time What was the construction Time and was it completed on time? Station No. 11 was designed and completed on schedule. Design Schedule: 7 months proposed, 7 months actual. Construction Schedule (schedules by CMAR/Crossland): 12 months proposed, 12 months actual
37	Unique Items Were there any unique circumstances or items related to this project? The goal was to create an iconic fire station for the new west city center of Craig Ranch. We leaned on our previous iconic experience with the design for Wysong Central Fire Station in downtown McKinney. David Craig wanted to replicate that station here. The Wysong station was a two story, 6 bay station that fit in a historic setting. We took design details and massing with a contemporary spin to give the desired presence. The city and David Craig are very proud of this station.
38	Lessons Learned Were there any lessons learned from this project? This station changed the design from the previous two stations and needed to provide presence, but on the same budget as the other stations. We worked closely with the CMAr to work the design to provide the appearance and also incorporate a training tower in budget.

3 9	Reference 2 Information
4 0	Project Name McKinney Fire Station No. 10
4 1	Project Location 1150 CR 228 McKinney, Texas 75071
4 2	Owner The City of McKinney, Texas
4 3	Owner Contact Name Patricia Jackson, Facilities Construction Manager
4 4	Owner Email pjackson@mckinneytexas.org
4 5	Project Completion Date 03/19/2020
4 6	Short Description of Project McKinney Fire Station No. 10 is located in the Trinity Falls development to serve the new and growing population. The facility is approximately 15,900 square feet and the design was based off of Station No. 9 that was recently completed prior to this build. Features include three drive-through apparatus bays, a large community room for the public's use, training yard, and supports a staff of ten firefighters. The design considers the regional context of the surrounding Trinity Falls Development with the brick and stone exterior veneers. Architectural metal panels, Standing seam metal roof, and careful attention to masonry coursing pattern and details provide a subtle but contemporary feel.
4 7	Design & Construction Costs Provide the design and construction costs and whether or not the final amounts stayed within budget. All presented projects stayed under budget and several had contingencies to purchase additional equipment and props. The final design and construction costs stayed within the allotted budget of \$7,143,000.
4 8	Construction Time What was the construction Time and was it completed on time? McKinney Fire Station 10 was designed and completed on schedule. Design Schedule: 7 months proposed, 7 months actual Construction Schedule (schedules by CMAR/Crossland): 12 months proposed, 12 months actual
4 9	Unique Items Were there any unique circumstances or items related to this project? The design goal was to reuse the previous #9 design for a new site. While the intention was to reuse the previous design, we looked for opportunities to improve the design and incorporate some lessons learned. We also updated the exterior materials to better blend with the new surrounding neighborhood.

50	Lessons Learned Were there any lessons learned from this project? The challenge was to perform to the new standard as McKinney became used to on the success of station #9. We provided an even tighter set of construction documents and worked closely with the CMaR to build this station that went above already high expectations.
51	Reference 3 Information
52	Project Name McKinney Fire Station No. 9
53	Project Location 4900 Summit View Drive McKinney, Texas 75071
54	Owner The City of McKinney, Texas
55	Owner Contact Name Patricia Jackson, Facilities Construction Manager
56	Owner Email pjackson@mckinneytexas.org
57	Project Completion Date 03/26/2018
58	Short Description of Project conduit architecture+design designed the City of McKinney's Fire Station No. 9 located in the developing northwest area of the city. The approximately 15,000 square-foot facility contains three apparatus bays, a large day room / dining / and kitchen area, a large community room, 10 dormitories, an exercise room, a "cascade" room, captain's quarters, offices and a laundry room. The building provides much needed protection for the quickly growing fire protection demands in the northwest area of the city. The design builds upon the tradition of the eight previously designed McKinney fire stations while incorporating fresh aesthetics and increased functionality. Training opportunities were carefully designed into the building, such as, rappelling hooks, climbing wall, confined space and manhole openings.
59	Design & Construction Costs Provide the design and construction costs and whether or not the final amounts stayed within budget. All presented projects stayed under budget and several had contingencies to purchase additional equipment and props. The final design and construction costs stayed within the allotted budget of \$5,779,000.
60	Construction Time What was the construction Time and was it completed on time? McKinney Fire Station 9 was designed and completed on schedule. Design Schedule: 8 months proposed, 8 months actual Construction Schedule (schedules by CMAR): 16 months proposed, 16 months actual

6 1	Unique Items Were there any unique circumstances or items related to this project? The design goal was to create a new and fresh design direction within budget. We took a detailed approach with new questions, and made several site visits to other stations to develop a new program for a new administration. Training areas were a huge focus for this station design.
6 2	Lessons Learned Were there any lessons learned from this project? The challenge was educating the brand new fire administration during the construction process. We took extra time at site meetings to walk and answer questions to help understand the process and visualize the station as it was being constructed.
6 3	Reference 4 Information
6 4	Project Name Anna Fire Station No. 2
6 5	Project Location Standridge Blvd Anna, Texas 75409
6 6	Owner The City of Anna, Texas
6 7	Owner Contact Name Justin Clay, Certified Public Manager
6 8	Owner Email jclay@annatexas.gov
6 9	Project Completion Date Projected May 2024
7 0	Short Description of Project The new 21,000 SF station will service the west side of the city, along with emergencies along the busy Highway 75 corridor. The exterior elevators are to blend the traditional fire station details and form with the surrounding new development and neighborhood. The design incorporates stone, brick, stone and corten steel accent panels. The deep overhangs will protect the east and west glass bay doors. The station contains six (6) apparatus bays, a historical museum bay, a police substation, a storm shelter, a large dining / kitchen area, 10 dormitories, an exercise room, a "cascade" room, captain's quarters, offices, and a laundry room. The tight budget did not allow for contingency for the unseen issues that typically arise in construction. We addressed this by working with the city and design/builder to find options to eliminate that would not affect the overall success of the project, but would provide some additional funds for unforeseen issues.
7 1	Design & Construction Costs Provide the design and construction costs and whether or not the final amounts stayed within budget. All presented projects have stayed under budget and several had contingencies to purchase additional equipment and props. The final design and construction costs are expected to stay within the allotted budget of \$10,788,000.

7 2	Construction Time What was the construction Time and was it completed on time? Anna Fire Station No. 2 was designed on schedule, and is expected to be completed on time. Design Schedule: 7 months proposed, 7 months actual Construction Schedule (schedules by Design Builder/Crossland): 14 months proposed, On schedule for 12 months actual
7 3	Unique Items Were there any unique circumstances or items related to this project? The goal was to maximize the tight construction budget and to correct missteps from the previous design team on the city's first fire station. We work closely with the design/builder to fit all the requirements and provide a building the community would be proud of. The previous design team did not meet the needs of the fire department, over-designed the station, and did not look like it "fit" in Anna. This left a bad taste in the city's mouth. We worked hard to provide a new experience that started with listening, and proved that designing a building should not be a tug-of-war.
7 4	Lessons Learned Were there any lessons learned from this project? The tight budget did not allow for contingency for the unseen issues that typically arise in construction. We addressed this by working with the city and design/builder to find options to eliminate that would not affect the overall success of the project, but would provide some additional funds for unforeseen issues.
7 5	Reference 5 Information
7 6	Project Name McKinney Fire Station No. 8 Replacement
7 7	Project Location 3445 Alma Road McKinney, Texas 75070
7 8	Owner The City of McKinney, Texas
7 9	Owner Contact Name Patricia Jackson, Facilities Construction Manager
8 0	Owner Email pjackson@mckinneytexas.org
8 1	Project Completion Date Scheduled 2025/2026
8 2	Short Description of Project The City of McKinney's existing Fire Station No. 8 was originally a maintenance shed that was converted into a temporary station. After serving its function and providing fire protection in a growing area of the city after the last 13 years, the temporary building was no longer performing as needed to continue to function as a fire station. The city decided to demolish the existing temporary Fire Station No. 8 and rebuild a new, permanent station on the same site. The new 16,620 SF, three bay station will be home to eight staff plus two officers. The fire station will include living areas, interior and exterior exercise areas, work areas, and support areas. The overall design of the station will better represent the aesthetics of the surrounding neighborhood.

8
3

Design & Construction Costs

Provide the design and construction costs and whether or not the final amounts stayed within budget.

The final design and construction costs are expected to stay within the allotted budget of \$9,921,000.

8
4

Construction Time

What was the construction Time and was it completed on time?

Not yet in construction, but our track record in municipal work speaks for itself. Our relationship with the City of McKinney and Crossland Construction bodes very well for the completion of this fire station.

8
5

Unique Items

Were there any unique circumstances or items related to this project?

The design goal was to continue to fine tune the station design for the city of McKinney. The fire department surveyed the personnel to determine preference for locker room set up, decontamination processes, and layout. We incorporated these into the station design as well as fresh input from the new administrative staff.

8
6

Lessons Learned

Were there any lessons learned from this project?

Charging systems for hybrid trucks were requested, so that was new for us. This replacement station is a huge design refresh with a new administration. While the fire department looked at trends like getting rid of separated locker rooms and opting for smaller unisex shower rooms, the personnel were surveyed and they actually opted to keep the traditional layout. We learned while you may see trends that spark interest, it may not fit for every department.

8
7

Miscellaneous

8
8

Non-Collusion

I certify as the respondent and submitter for this solicitation that:

1. That I am the person responsible in my firm and named in this bid response for the price(s) and the amount of this bid.
2. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
3. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be discussed before bid opening.
4. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
5. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
6. My firm, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by the State of Texas or Federal Antitrust law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

☒ I certify that the statement is accurate and true.

8
9

Insurance

By selecting the box below, I agree that I have read and understand the insurance requirements detailed in the Insurance Requirements document and that I have or will obtain the required insurance and maintain it for the duration of this contract.

☒ I agree and will maintain the required insurance.

9
0**myCOI**

The City of Celina is utilizing myCOI to track and verify insurance for all contracts. Once an award recommendation has been determined, the recommended vendor will receive an email from registration@mycoitracking.com. Please follow the instructions contained in the email and complete the online registration. When registration is complete, myCOI will request proof of insurance directly from your agent(s). Work may not begin until contracts are in place, insurance verified and the purchase order and/or a notice to proceed issued.

Note:

1. It is critical that your email address and agents email are accurate.
2. Please add registration@mycoitracking.com to your safe sender list.

☒ I agree & will complete the required registration.

9
1**Resident/Non-Resident Bidder Determination**

Texas Government Code Section 2252.002: Non-resident bidders. Texas law prohibits cities and other governmental units from awarding contracts to a non-resident firm unless the amount of such a bid is lower than the lowest bid by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident bidders state. In order to make this determination, please provide the name, address and phone number of:

- a. Responding firms principle place of business:
- b. Company's majority owner principal place of business
- c. Ultimate Parent Company's principle place of business

All three are the following name, address and phone number: Eric Ciskowski 972-302-9747 ext. 700 711 N Tennessee St. McKinney, Texas 75069

9
2**SB 252**

By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not provide supplies or services to a foreign terrorist organization.

☒ I certify that the statement is accurate and true.

9
3**HB 89 ISRAEL**

By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not boycott Israel during the term of this contract.

☒ I certify that the statement is accurate and true.

9
4**SB 13 Boycotting Energy Companies**

In accordance with SB 13, I certify as the respondent and submitter for this solicitation that:

1. My firm does not boycott energy companies; and
2. My firm, if awarded this solicitation, will not boycott energy companies during the term of this contract.

☒ I certify that the statement is accurate and true.

9
5**SB 19 Firearm and ammunition industries**

In accordance with SB 19, I certify as the respondent and submitter for this solicitation that:

1. I am the person responsible in my firm and named in this bid response.
2. I do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
3. I will not discriminate during the term of the contract against a firearm entity or firearm trade association.

☒ I certify that the statement is accurate and true.

9
6**Felony Conviction**

State in the space provided one of the following:

1. My firm is a publicly held corporation, therefore this reporting requirement is not applicable.
2. My firm is **NOT** owned or operated by anyone who has been convicted of a felony.
3. My firm is owned or operated by the following individual(s) who has/have been convicted of a Felony. Include the individual(s) name and details of the conviction.

My firm is NOT owned or operated by anyone who has been convicted of a felony.

9
7**Risk 1: Taxes - Local**

Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable?

If no, please enclose details.

Yes, we have fulfilled all obligations relating to City taxes, fees, and other obligations.

9
8**Risk 2: Taxes - State/Federal**

Has your business/company/organization fulfilled all of its obligations relating to the payment of Federal and State taxes, fees, or other obligations?

If No, please enclose details.

Yes, we have fulfilled all obligations relating to Federal and State taxes, fees, and other obligations.

9
9**Risk 3: Audit/Investigation**

In the last five (5) years, has your business/company/organization, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency? If yes, please enclose details.

No, our firm has not been involved in any action/audit/investigation.

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0**Risk 4: Debarment**

In the last five (5) years, has your business/company/organization been debarred or suspended for any reason by any federal, state or local government or has refrained from bidding on a project due to an agreement with such governmental agency? If yes, please attach a full explanation.

No, our firm has never been debarred/suspended for any reason by any governmental bodies.

1
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1**Risk 6: Licensing**

In the past five (5) years, has your business/company/organization had a revocation, suspension or disbarment of any business or professional permit and/or license? If yes, please enclose details.

No, our firm has not had a revocation, suspension or disbarment of any permit or license.

1
0
2**Risk 7 Contract Default**

Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the City?

If yes, please enclose details.

No, we have never defaulted on a contract.

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0
3**Risk 8 Contract Termination**

Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance? If yes, please enclose details.

conduit is proud of the reputation we have created in providing excellent service. We have never been terminated for default.

1 0 4	Risk 9 Claims and Suits Are there any judgments, claims, arbitration proceedings or suits filed or outstanding against your organization or its officers for the last five (5) years? If yes, please detail. There are no judgments, claims, arbitration proceedings or suits filed or outstanding against us.
1 0 5	Exceptions / Comments List any Exceptions or Comments you have here. If none, enter: NONE. NONE
1 0 6	Risk 10 Claims and Suits Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? If the answer is yes, please attach details. Neither Principal has failed to complete a contract.
1 0 7	ACH All payments will be made via ACH. Please complete the form and submit it to W9@celina-tx.gov ONLY if awarded the contract or if you are an existing vendor who would like ACH. Payment terms are Net 30 unless otherwise specified by the City in this solicitation.
1 0 8	Invoices All invoices must reference the City of Celina's Purchase Order/Department Purchase Order number, department name, job site location, city employee requesting service, and a complete breakdown of charges . The breakdown on the invoice should be in accordance with the bid pricing. If applicable, invoices should provide clear detail and breakdown for labor (to include hourly rate and cost per hour), and mark-up on parts/materials should be provided on the invoice and extended (detail to show vendors cost, and then extended to show markup). All original invoices must be sent to accountspayable@celina-tx.gov . Invoices must be submitted monthly by the 10th of each month for the previous month. (ex: Any work completed from July 1-July 31, 2024 must be invoiced and submitted by August 10, 2024). Failure to submit billing on time may be considered grounds for contract termination and may prevent future awarded work.
1 0 9	State of Texas Registration Is your company registered with the Texas Secretary of State to transact business in the State of Texas? If your company is registered, provide the file number for your company's registration. If not, please provide an explanation of why your company is not currently registered. If you are a sole proprietor and are not registered with the state please write in "Sole Proprietor" in lieu of the file number. BR-263
1 1 0	Public or Private Is your business publicly traded? No

**1
1
1** Certificate of Interested Parties Electronic Filing Form 1295

In 2015, the Texas Legislature adopted house bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties Form 1295 to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the commission. The Contractor shall:

1. Log onto the State Ethics Commission website at:
<https://www.ethics.state.tx.us/filinginfo/1295/>
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Sign the Form 1295
5. Attach the signed form to the response attachment tab of the solicitation
6. The City will acknowledge the form of the awarded bidder no later than 30 days after the Council award.

☒ Acknowledge

**CITY OF CELINA
SOLICITATION RECAP**

**SOLICITATION #: 2024-103
SOLICITATION NAME: Fire Station 4 Design
PROJECT #: F23**

Bid Opening Date	<u>April 17, 2024</u>	Bid Opening Time:	<u>3:00 PM</u>
	Number of Invitations Sent/Vendors Notified:	<u>70</u>	
	Number of Submissions:	<u>10</u>	
	Number of Non-Responsive Bids:	<u>0</u>	
	Number of Responsive Bids:	<u>10</u>	
	Number of No Bids:	<u>0</u>	

Review/Evaluation:

An initial review was completed by Purchasing to determine the responsiveness of each bidder. The responses were then sent to an evaluation team for further review. The team completed the evaluation and recommended interviewing of the top three ranking firms.

Firms were evaluated and the team unanimously recommended Conduit.

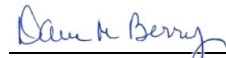
Coop/Sole Source:

N/A

Recommendation:

Upon Review the requesting department recommends the following.

Recommended Vendor(s): Conduit A+D



Dawn Berry
Purchasing Director

Date: June 3, 2024

Supplier Scoring Summary 2024-103 - Fire Station 4 Architectural Design Services - Scoring Round

Supplier	Rank		Score	Approach	Project Approach - Scheduling	Project Approach - Stakeholders	Project Approach - Quality and Cost Control	Project Approach - Communication	Project Approach - Analysis and Jurisdictional Approvals	Qualifications	Project Staff	Firm Experience with Similar Projects	Project 1	Project 2	Project 3	Project 4	Project 5
	1	2															
		100			4.00	4.00	4.00	4.00	4.00		30.00		10.00	10.00	10.00	10.00	10.00
conduit a+d	1	88.88			3.75	3.75	4.00	4.00	3.69		30.00		8.25	8.00	8.25	7.44	7.75
BRW Architects	2	88.06			3.75	3.88	3.75	3.75	4.00		30.00		6.88	8.25	8.00	7.56	8.25
VAI Architects (HED)	3	85.94			4.00	4.00	3.38	4.00	4.00		30.00		8.00	7.50	7.75	7.56	5.75
Hoefer Welker	4	85.50			3.75	3.50	3.75	3.75	3.75		28.75		7.00	8.00	8.50	8.25	6.50
EIKON Consulting Group	5	83.88			3.75	3.75	3.63	3.75	2.75		27.75		8.25	8.00	8.00	7.63	6.63
Martinez Architects	6	83.88			3.63	3.75	3.75	3.13	2.75		30.00		7.75	8.00	6.81	7.56	6.75
Komatsu Architecture	7	81.63			2.88	3.25	3.13	3.75	2.75		30.00		7.25	6.94	7.06	7.00	7.63
PGAL, Inc.	8	81.19			2.63	3.13	3.75	3.50	2.75		30.00		7.25	6.44	7.06	7.69	7.00
ARQS Architects	9	79.19			2.75	3.75	3.19	3.75	3.75		30.00		7.25	7.00	6.88	4.00	6.88
TSK Architects	10	72.75			2.63	3.13	3.13	3.13	1.00		26.25		7.00	6.50	6.75	6.75	6.50
		83.09			3.35	3.59	3.54	3.65	3.12		29.28		7.49	7.46	7.51	7.14	6.96

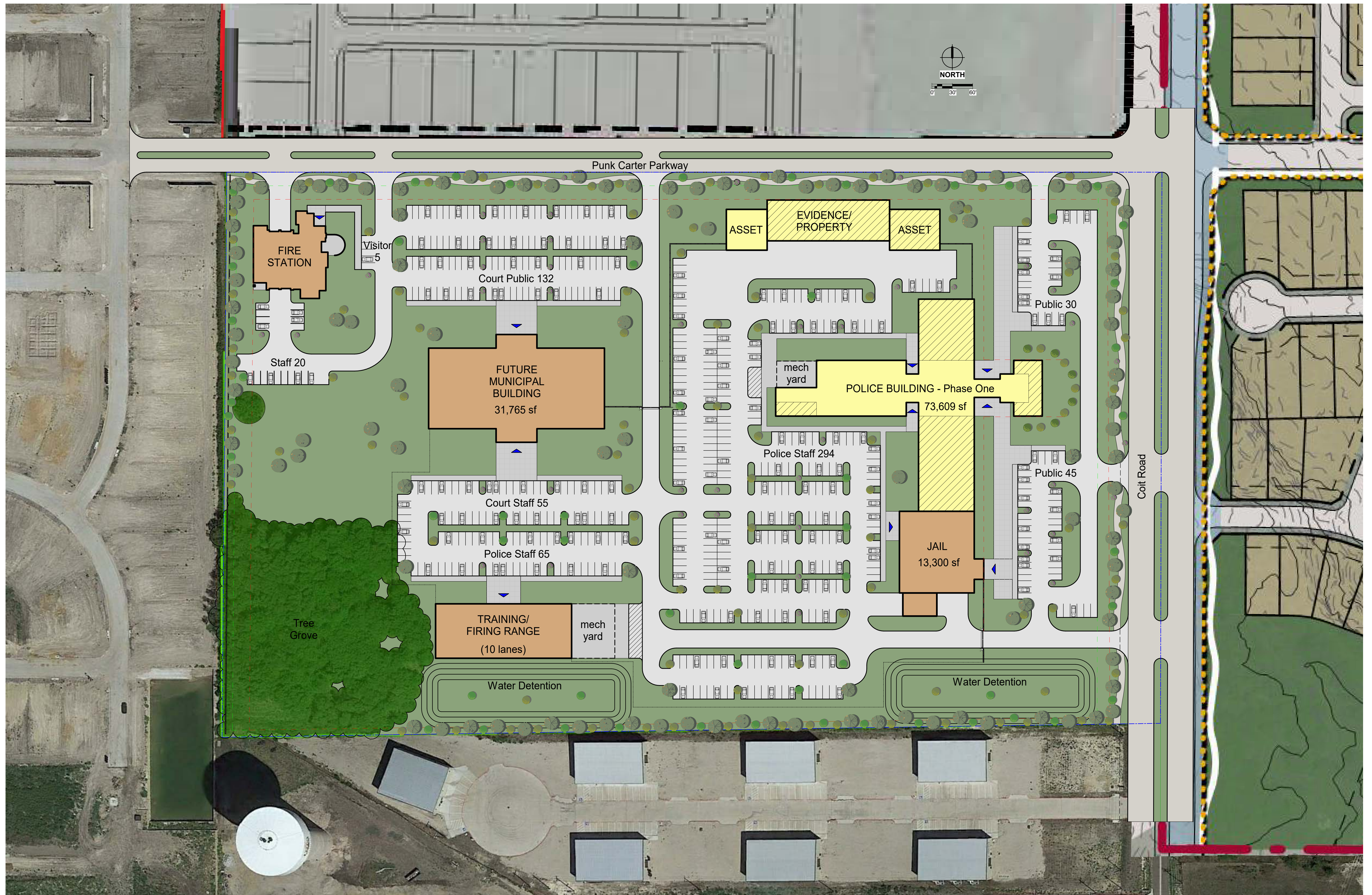
Evaluation Committee Ranking after Interviews

Evaluators						Total	Final Ranking
	BL	JB	CO				
HED	3	3	2			8	3
Conduit	1	1	1			3	1
BRW	2	2	3			7	2
						0	
						0	
						0	

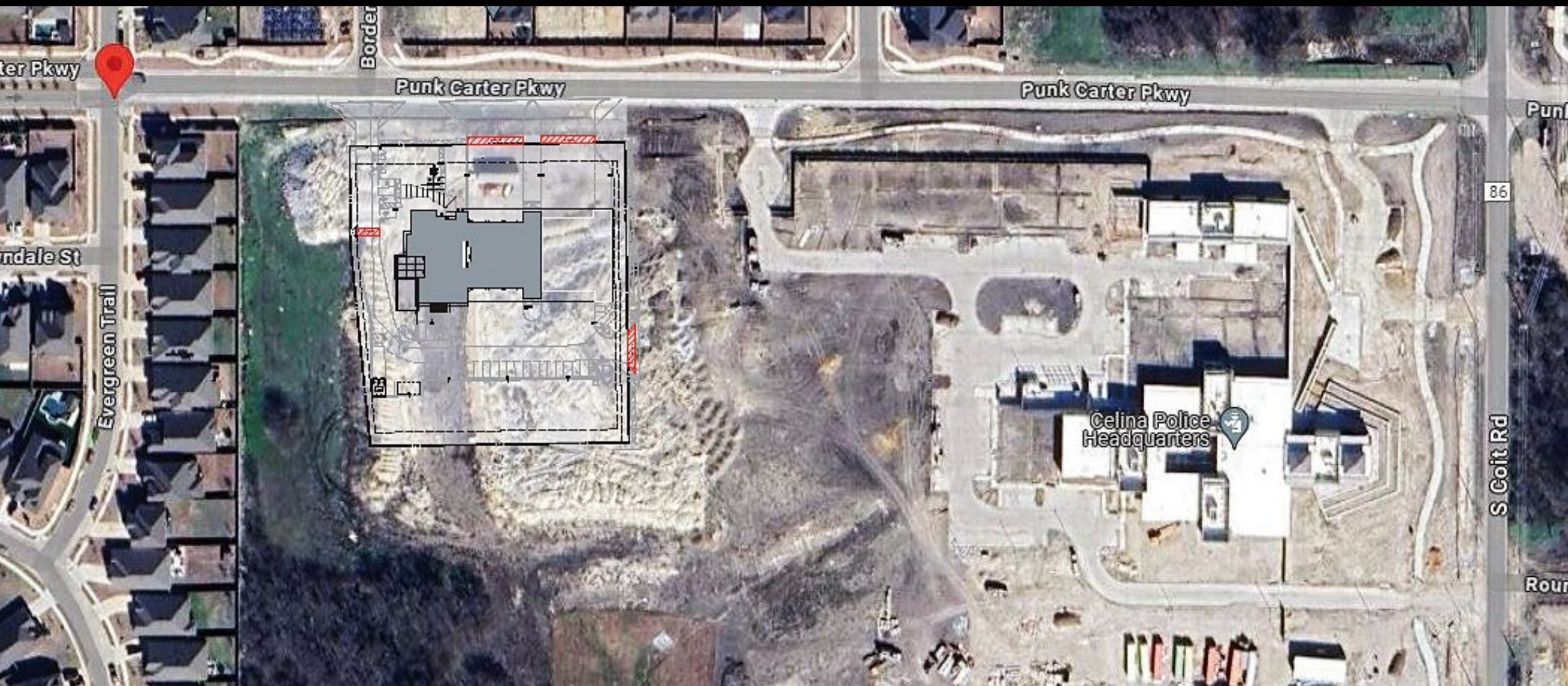
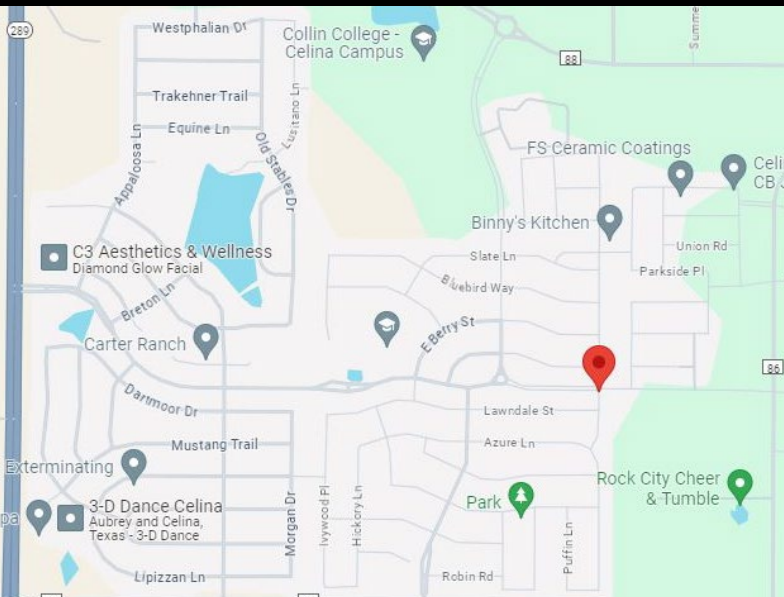
Ranking of 1 is the first choice

Ranking of 3 is the last choice

Lowest Score is the highest ranking



Site - 1205 Punk Carter Parkway, Celina, Texas 75009



McKinney Fire Station No. 11 –



McKinney Fire Station No. 10 –



McKinney Fire Station No. 9 –



Anna Fire Station No. 2 – *Original design*



McKinney Fire Station No. 8 –



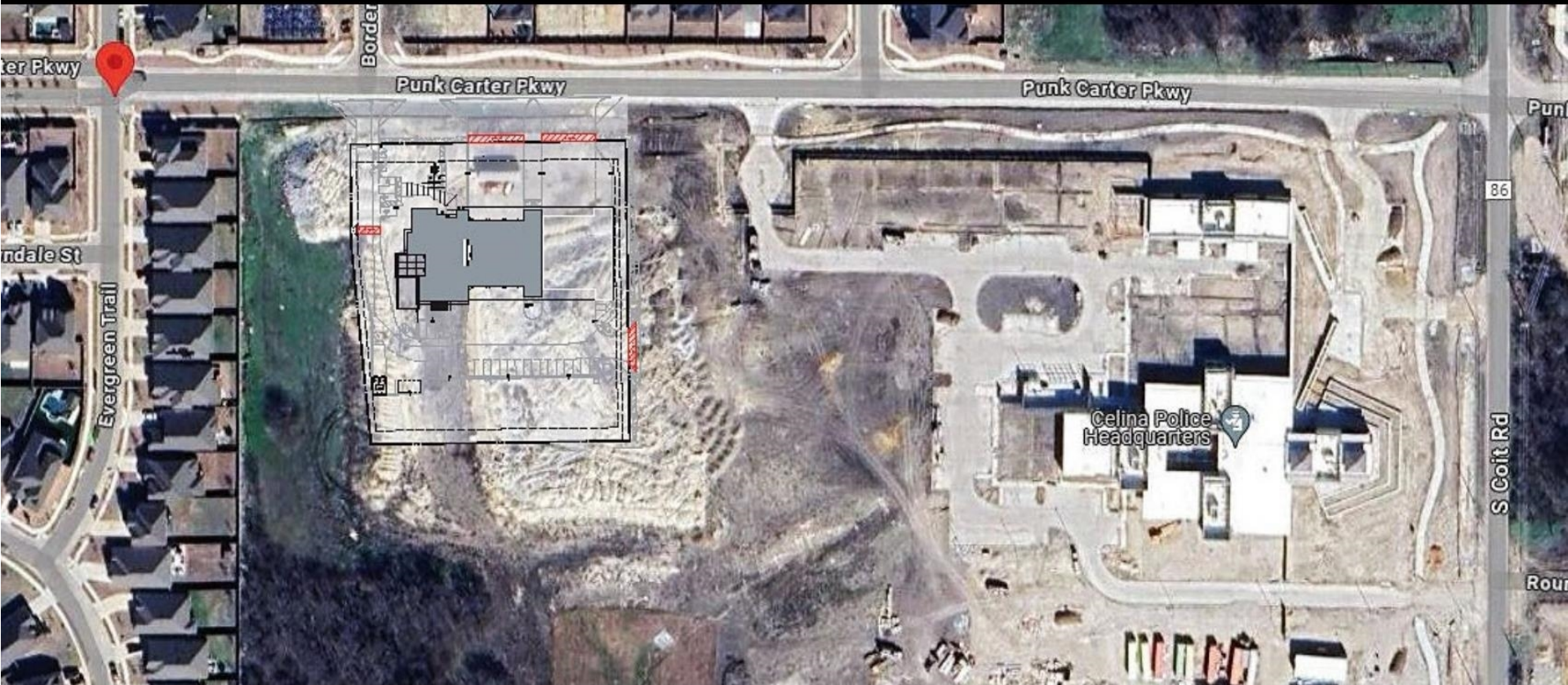
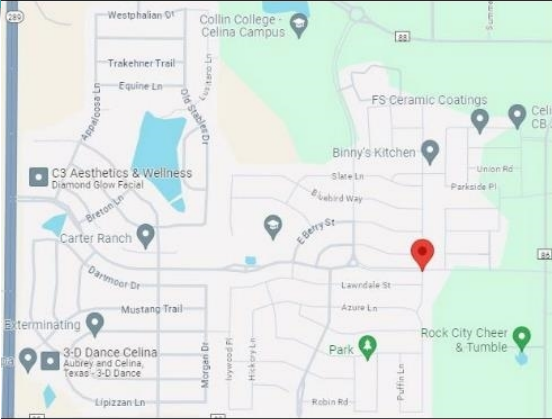
FIRE STATION #4

June 11, 2024
5:00 PM





Site - 1205 Punk Carter Parkway, Celina, Texas 75009



PROJECT PARAMETERS

- City advertised for RFQ – 10 submissions received; 3 interviews completed
- Team selected Conduit Architecture and Design
- Station details:
 - 12,000 ft²
 - 3 bays
 - Training tower
- Design contract ~12 months (\$726,000)
- Construction contract ~12 months (~\$7.2 million)

McKinney Fire Station No. 11 –



McKinney Fire Station No. 10 –



McKinney Fire Station No. 9 –



Anna Fire Station No. 2 – *Original design*



McKinney Fire Station No. 8 –





Life Connected.

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
Initiated
by:
Date: June 11, 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 bondholders, there are no available funds for 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.

Bid 2024-099 for Bothwell Lighting closed on March 21, 2024. Responses received are valid for 90 days. The 90-day deadline for awarding the bid for Bothwell Lighting is June 19, 2024. If the bid is not awarded as presented, all bids will be rejected and the bid status changed to not-awarded.

The City has contacted Centurion American. At this time, Centurion will contribute 25% of the cost of the project.

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 thereof granted 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

Date

Address for giving notices:

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

CONTRACTOR



MORRIS GAMINI (Apr 1, 2024 11:45 CDT)

Morteza Gamini VP

Printed Name & Title

Apr 1, 2024

Date

Address for giving notices:

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 and Install)	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	<u>March 21, 2024</u>	Bid Opening Time:	<u>10:00 AM</u>
	Number of Invitations Sent/Vendors Notified: <u>251</u>		
	Number of Submissions: <u>2</u>		
	Number of Non-Responsive Bids: <u>0</u>		
	Number of Responsive Bids: <u>2</u>		
	Number of No Bids: <u>0</u>		

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:

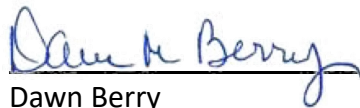
N/A

Recommendation:

Upon review, the requesting department recommends the following.

Recommended Vendor(s): Roadway Solutions, Inc.

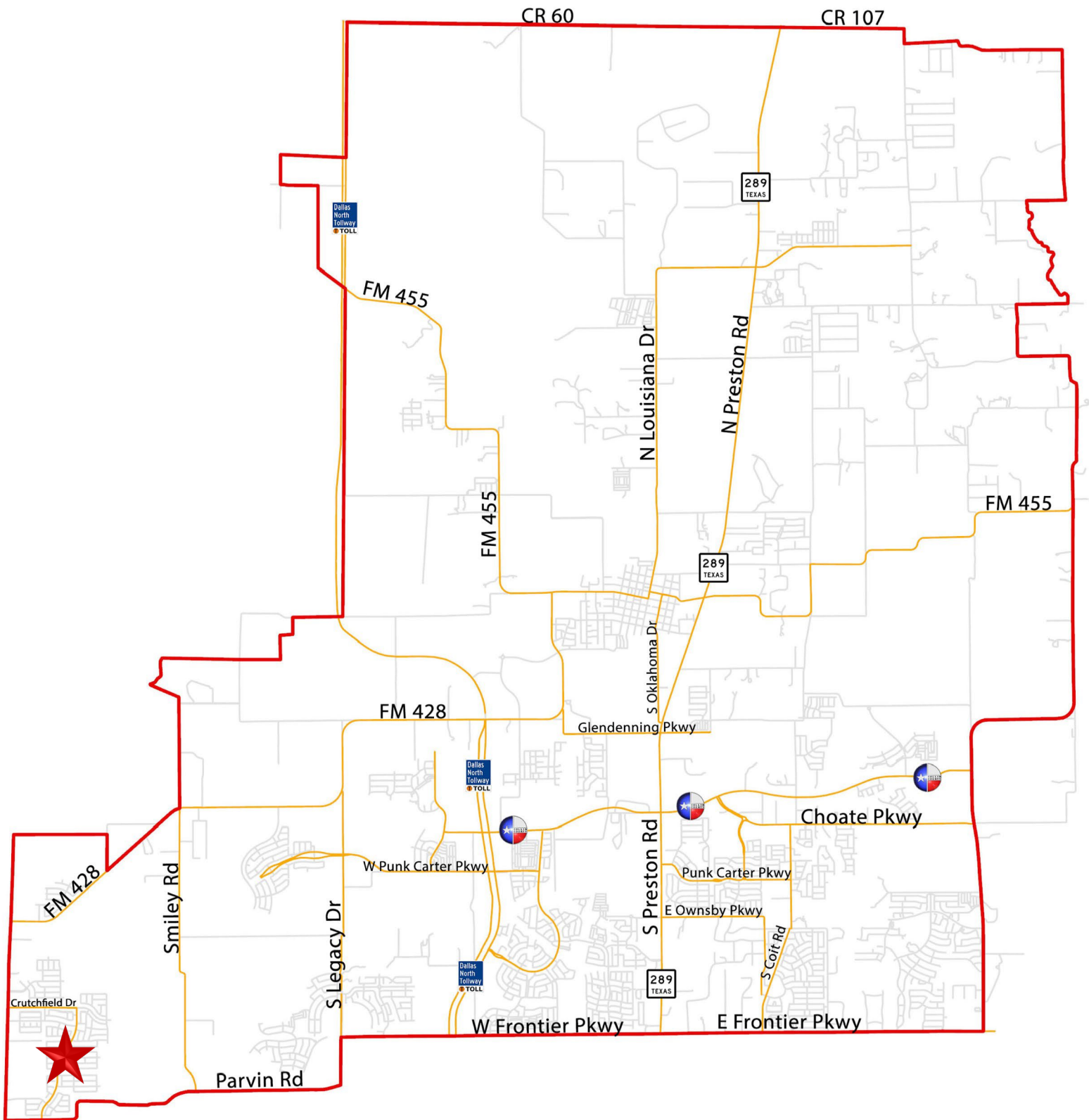
Contract Term/Period: 75 Calendar Days

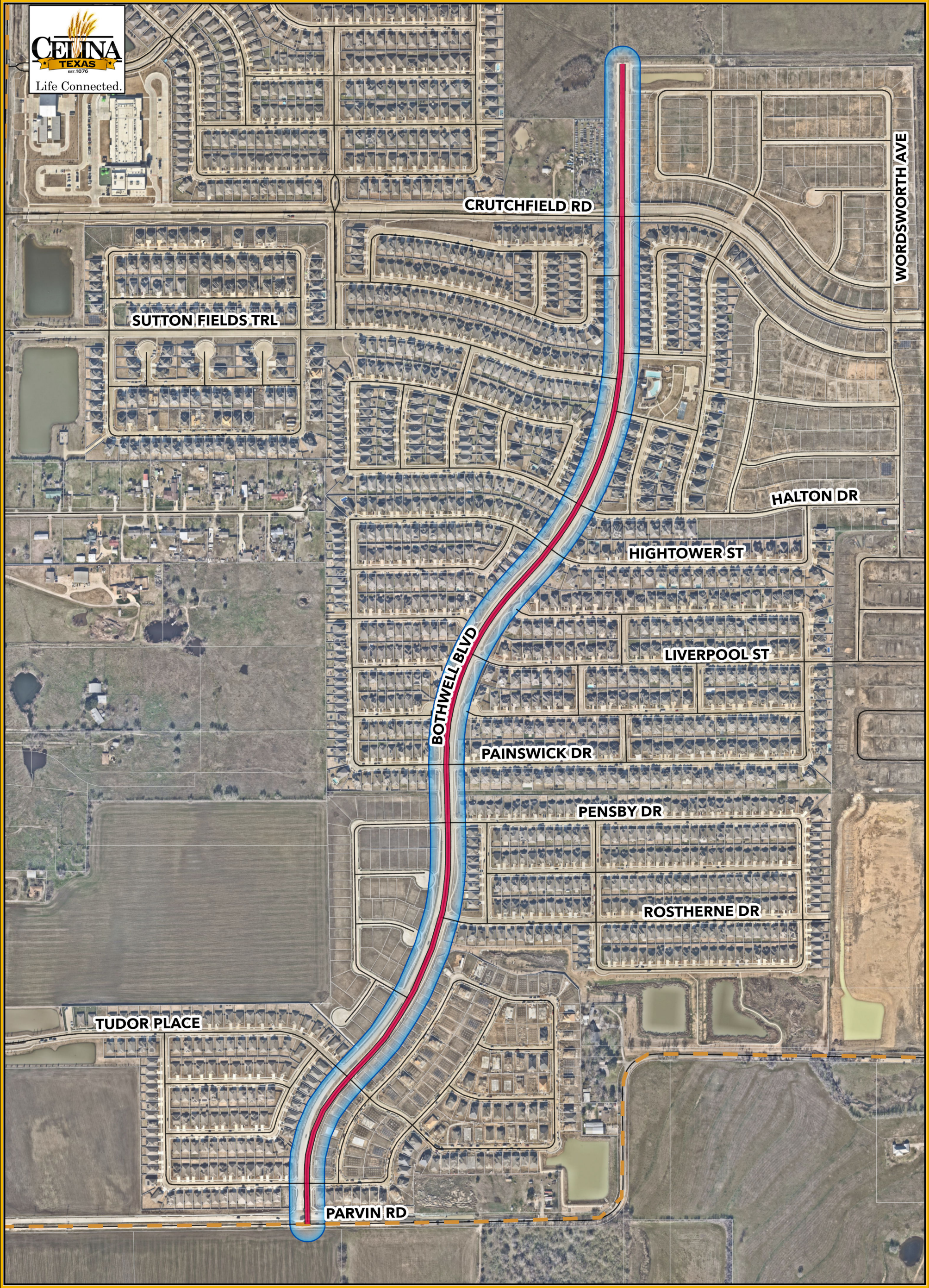


Dawn Berry
Purchasing Director

4/1/2024

Date



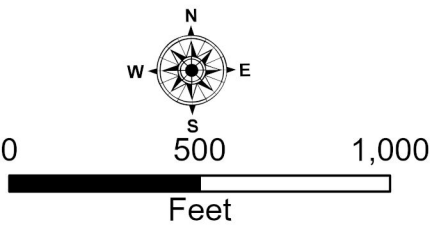


Legend

- Bothwell Blvd
- Roads
- Parcels

Bothwell Blvd Exhibit
City of Celina

3/27/2024



BOTHWELL BLVD MEDIAN LIGHTING CONSTRUCTION AWARD

June 11th, 2024

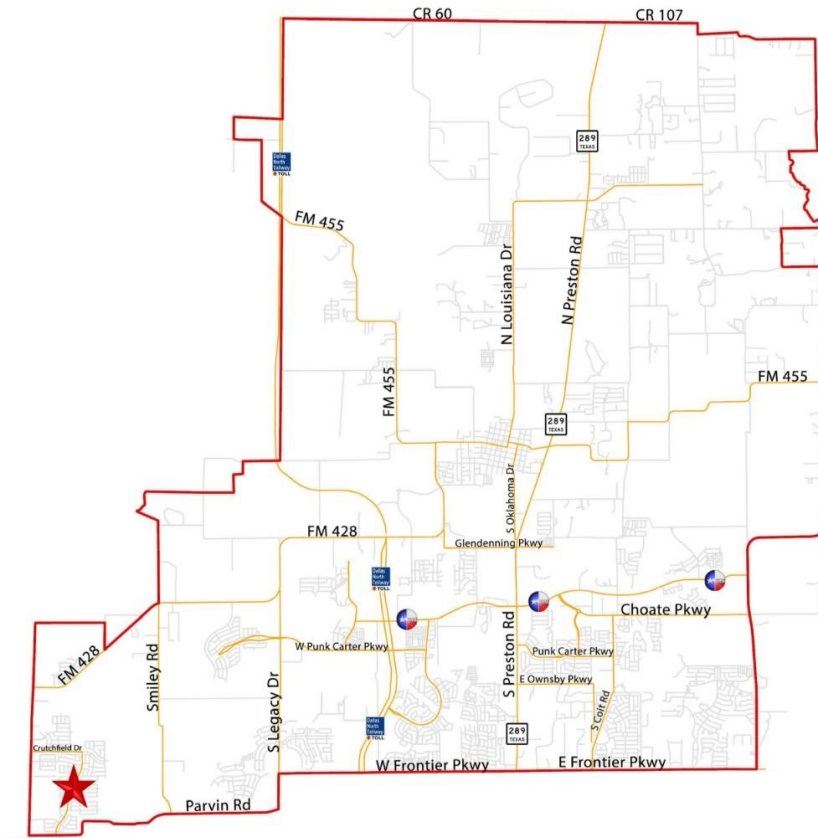
Andy Glasgow, P.E., PMP, CFM
Director of Engineering



INTRODUCTION

- This item has previously been tabled by Council in April and May.
 - Bids are only valid for 90 days from the bid opening
 - Contractor is not required to hold their bid prices if not awarded prior to June 19th
 - If project is not awarded prior to June 19th project will be cancelled or required to rebid which will take about 2 months
- This item is to consider and act to award a construction contract to Roadway Solutions, Inc. for the Bothwell Boulevard Median Lighting project.
- Bid invitation was sent out to 251 Vendors and 2 responses were received.
- Construction contract is for 75 days

PROJECT LOCATION



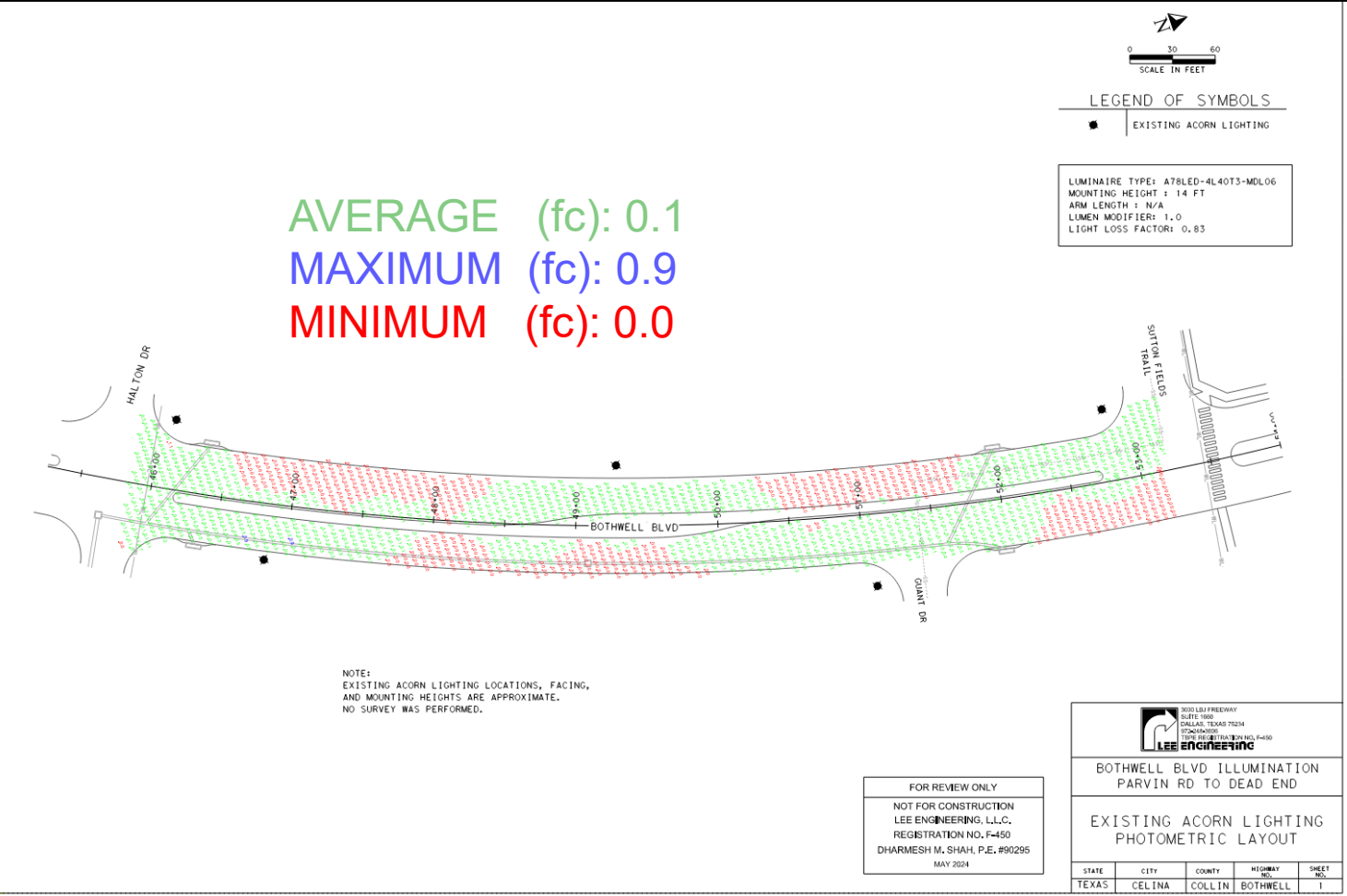
- Southwest side of the City
- Sutton Fields Subdivision
- Located east of FM 1385 and north of Parvin Road

EXISTING CONDITIONS



- The existing median does not have arterial street lights
- Extents of the project is from Parvin Rd to the current dead-end just north of Crutchfield Blvd.

EXISTING CONDITIONS



- Illumination measured in foot-candles (fc)
- Existing residential lights along sidewalks.

FEDERAL HIGHWAY ADMINISTRATION

2023 FHWA LIGHTING HANDBOOK

From a safety perspective, the main benefits of roadway lighting include:

- Increased visibility that could reduce fatal nighttime crashes up to 65% (Box, 1989). Roadway lighting allows for increased visibility of pedestrians in crosswalks, sidewalks, and pathways (FHWA, 2021) and increased visibility and detection distance of other potential road hazards, such as cyclists, wildlife, and other unexpected objects (Edwards & Gibbons, 2008; R. Gibbons, B. et al., 2015).
- Mitigation of headlamp glare.
- Increased visibility both in the roadway and along the sides of the roadway and greater visibility for older drivers (Gibbons, Edwards, Williams, & Andersen, 2008).

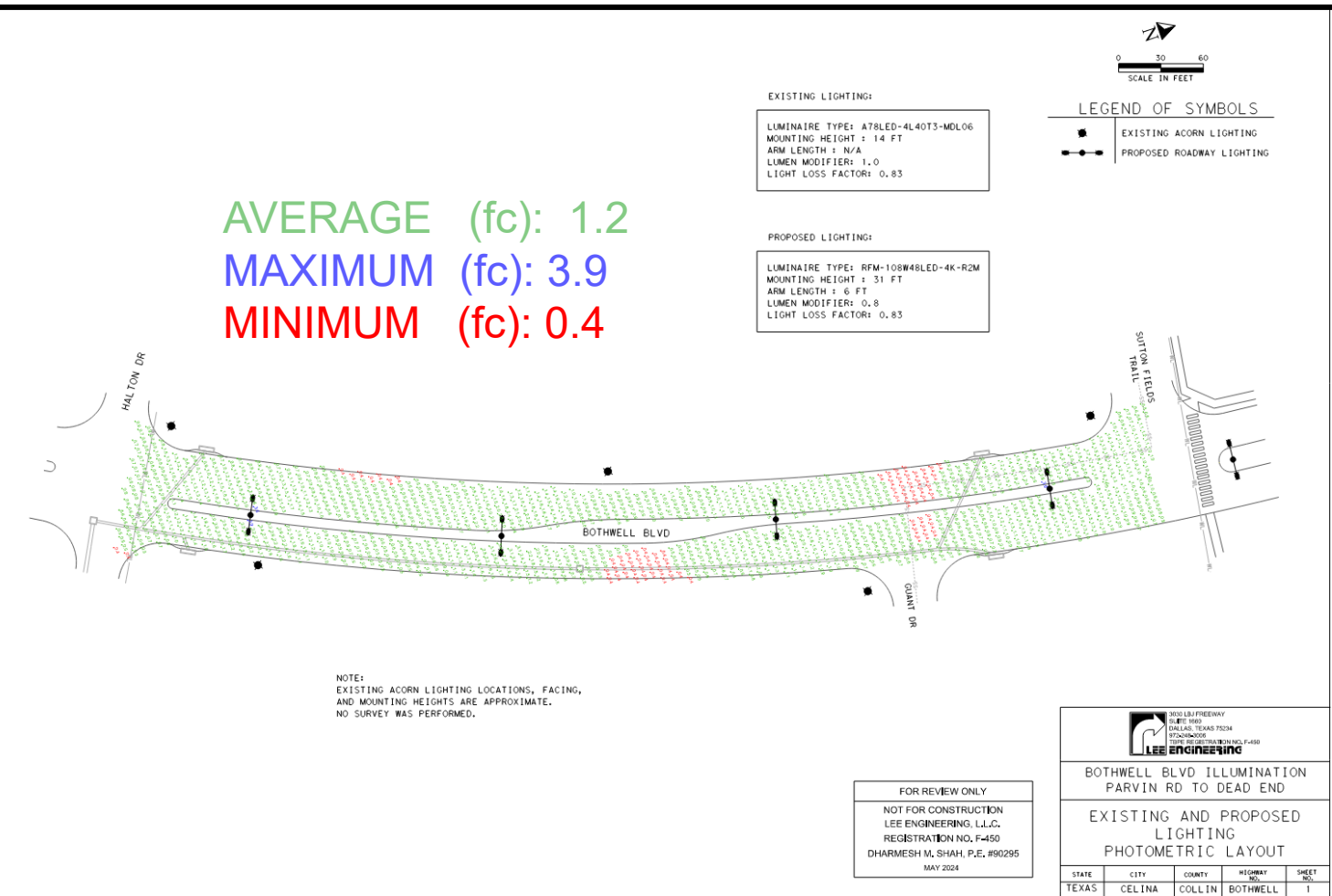
FEDERAL HIGHWAY ADMINISTRATION

2023 FHWA LIGHTING HANDBOOK

Other benefits of roadway lighting include:

- **Enhanced personnel security.** Lighting can enhance personal security by improving visibility of objects and other individuals in the roadway environment, including being able to discern intent.
- **Enhanced wayfinding.** Lighting provides wayfinding for road users and pedestrians on sidewalks.
- **Enhanced pedestrian safety.** Lighting improves the visibility of pedestrian trip hazards on sidewalks...

PROPOSED LIGHTING



- TXDOT Highway Illumination Manual recommends an average of 1.0 fc

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

Sutton Fields PID

- All funds have been reimbursed to the development for infrastructure improvements

Sutton Fields TIRZ

- No available funds in TIRZ 4 and TIRZ 8

Funds are available from General Obligation Bonds (GOB) fund

Tab Sheet

2024-099

Bothwell Blvd Median Lighting, R75

Line #	Description	QTY	UOM	Roadway Solutions, Inc.		Road Solutions	
				Total Price	\$ 994,955.00	Total Price	\$ 1,038,010.00
				Unit	Extended	Unit	Extended
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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.

Marketing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Joe Monaco, Director of Marketing & Communications
CC: Robert Ranc, City Manager
Initiated
by:
Date: June 11, 2024
Re: Amendments to Special Events Guidelines

Action Requested:

Consider and act to approve amendments to the Special Events Guidelines (Monaco)

Background Information:

In November 2023, City Council approved special event guidelines to provide a policy by which to manage special events in the City. As staff began to implement the adopted guidelines, questions regarding some aspects of the guidelines emerged. Specifically, there were questions regarding the timeline for application submissions for Tier II events, the fees for special events, and how to regulate third-party downtown events. As a result, staff discussed these issues with City Council during the work session as part of the May 14, 2024 City Council meeting.

Based on the feedback received from City Council at the May 14, 2024 City Council meeting, staff is recommending the following updates to the special event guidelines.

Tier II Event Application Submission Timeline

Staff recommends extending the application submission timeline from six months prior to a Tier II event to nine months prior to a Tier II event.

Special Event Fee Structure

Staff recommends maintaining the non-refundable special event permit application fee and facility fee for the use of Old Celina Park as currently adopted. Staff also recommends changing the site restoration fee to a refundable deposit based on the actual cost of site restoration as determined by the Parks & Recreation Department.

Downtown Event Regulations

Staff recommends the following regulations for Downtown events:

- The City Manager must approve City-sponsored events.
- The City Council must approved City-partnered events and partnership agreements affiliated with those events.
- Only City-sponsored or City-partnered events are permitted to take place downtown. All other third-party events are not permitted to take place downtown.
- Upon approval, the Downtown Square is exclusively allocated for designated events during specific dates and times.

Legal Review:

N/A

Supporting Documents:

1. Staff Presentation
2. Special Events Guidelines (redline)

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval of amendments to the Special Events Guidelines as outlined in this staff report.

SPECIAL EVENTS GUIDELINES

Joe Monaco, Director of Marketing & Communications
June 10, 2024



TIMELINE

June 2023: Marketing Department conducted a Work Session with City Council on Special Events Guidelines

September 2023: Marketing Department conducted a second Work Session with City Council on Special Events Guidelines

November 2023: City Council approved Special Events Guidelines

January 2024: Special Events Guidelines went into effect

May 2024: Marketing Department conducted a Work Session with City Council on amendments to Special Events Guidelines

June 2024: Marketing Department is seeking approval to amendments to Special Events Guidelines

AREAS FOR APPROVAL

- 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 a 9-month open submission.

FEE STRUCTURE FOR SPECIAL EVENTS

Non-Refundable Special Event Permit Application Fee:

- Based on the Tier classification of the event.

Facility Fee for the use of Old Celina Park:

- Based on the combined cost to rent individual fields as part of the Facility Fee

Restoration Fee for the use of Old Celina Park:

- The Restoration Fee would become a refundable deposit as opposed to a non-refundable fee.

STAFF RECOMMENDATIONS

- Staff recommends maintaining the non-refundable special event permit application fee and facility fee for the use of Old Celina Park as currently adopted. Staff also recommends changing the site restoration fee to a refundable deposit based on the actual cost of site restoration as determined by the Parks & Recreation Department.

DOWNTOWN EVENTS

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.

The Downtown Square is defined as the area between N. Ohio Dr. from W. Pecan St. to W. Walnut St.. Certain events may extend the boundaries from N. Colorado St. to N. Louisiana Dr. between W. Walnut St. and W. Pecan St.



DOWNTOWN EVENTS

RESERVATION PROCESS

- City Manager must approve City-sponsored events.
- City Council must approve City-partnered events and all agreements affiliated with that event.
- Only City-sponsored and partnered events are permitted. Third-party events will not be allowed.
- Upon approval, the Downtown Square is exclusively allocated for designated events during specific dates and times.

STAFF RECOMMENDATION

Staff recommends the guidelines for the reservation of Downtown Events to exclusively City-sponsored or partnered events.

QUESTIONS



SPECIAL EVENTS GUIDELINES



Life Connected.

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INTRODUCTION & OVERVIEW

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



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 lifecconnected@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.



WILL THE EVENT TAKE PLACE IN A NEIGHBORHOOD?

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

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

A large crowd of people, including adults and children, gathered outdoors on a paved area. Many are wearing hard hats, suggesting a safety-related event or a construction site visit. A woman in a green shirt is interacting with two young girls wearing red hard hats. A man in a grey shirt is holding a coffee cup. A black stroller with a red hard hat inside is visible in the foreground.

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;

SPECIAL EVENT APPLICATION & PROCESS



- (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;

SPECIAL EVENT APPLICATION & PROCESS



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(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.

SPECIAL EVENT APPLICATION & PROCESS



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



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.

SPECIAL EVENT APPLICATION & PROCESS



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.

SPECIAL EVENT APPLICATION & PROCESS



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- (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.

SPECIAL EVENT APPLICATION & PROCESS

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 lifecconnected@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.~~

Submission Timeframe: No earlier than nine (9) 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 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 **refundable** Site Reservations Fees will be required in full payment before a Special Event Permit Application is approved. **The refundable Site Restoration Fee will be returned within thirty (30) days if the facility is returned to its original condition. The cost of any necessary site restoration, as determined solely by the City, will be deducted from the Site Restoration Fee.**

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 insured, 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 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.



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



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.

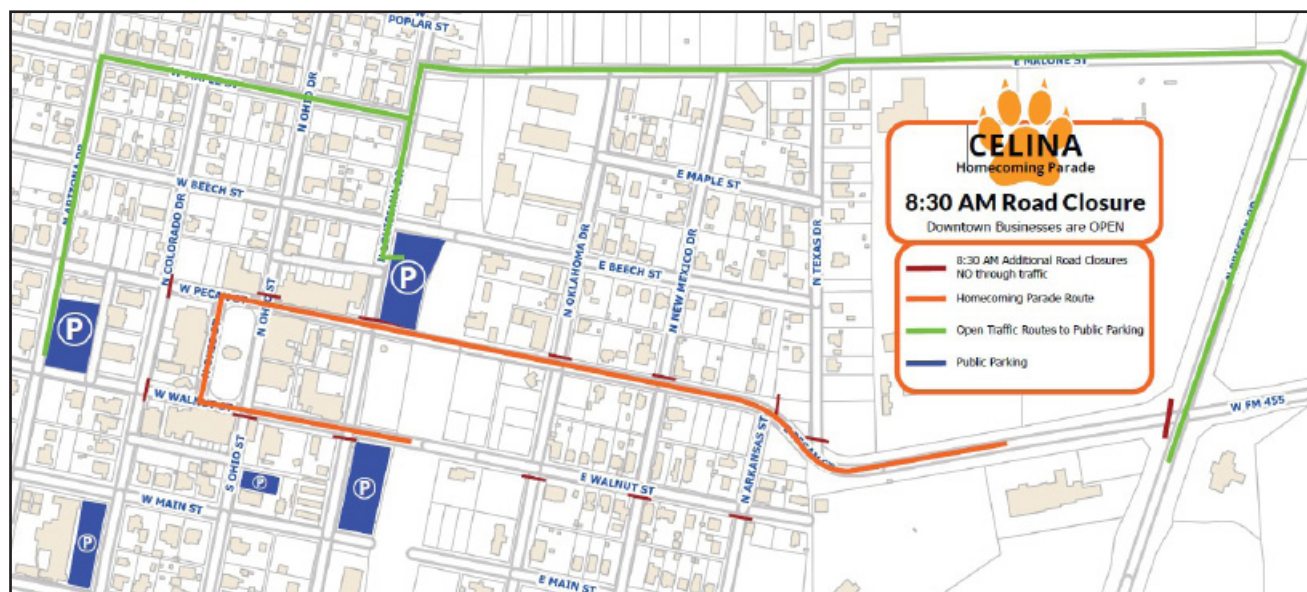
ROUTE MAP REQUIREMENTS

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



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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 officer'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



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

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.



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 throughout 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.



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



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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 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.

FOOD & BEVERAGE



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If cooking with gas, oil, or open flame, vendors must also schedule an inspection to receive a Mobile Fire Suppression 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 valid 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



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 Fee 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

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 Fee 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

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 ensure the preservation of its unique charm while addressing the burden placed on our downtown businesses with street closures.

Each year, the City of Celina will organize and host various events on the Downtown Square to enrich the community engagement and celebrate local culture. Examples of City-sponsored events include, but are not limited to, Celina Cajun Fest, Beware! of the Square, Christmas on the Square, Friday Night Markets, and Movie Nights on the Square along with City-partnered events, such as Cinco de Mayo, Oktoberfest, and Wine Crawl.

The Downtown Square is defined as the area between N. Ohio Dr. from W. Pecan St. to W. Walnut St.. Certain events may extend the boundaries from N. Colorado St. to N. Louisiana Dr. between W. Walnut St. and W. Pecan St.

City-sponsored events require approval from the City Manager, while City-partnered events and partnership agreements need approval from the City Council. Only events sponsored or partnered with the City are permitted, and third-party events are not allowed. Once approved, the Downtown Square is reserved exclusively for designated events on specific dates and times, prohibiting any non-affiliated events during these reserved periods.

City-sponsored and -partnered events will have exclusive use of the Downtown Square to host its gathering

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.

